AGENDA
HIDALGO COUNTY
COMMISSIONERS COURT
MEETING
June 23, 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-50229** Emergency Management - Ricardo Saldana:
Update to ongoing weather events

B. **AI-50236** Emergency Management:
Discussion, consideration, and action to ratify the Right-of-Entry Agreement between United States Government - Federal Emergency Management Agency (FEMA), and the County of Hidalgo, Texas, by and through the County Judge's Office, for the purposes of establishing a Disaster Recovery Center, as authorized by Government Code § 418.108(d) under the Continuing Local State of Disaster

C. **AI-50205** Resolution in support of Operation Lone Star 2015

D. **AI-50216** 1. Approval of the 2015 Annual Inventory Control Requirement(AICR) forms as required by the Texas Homeland Security State Administrative Agency (THSSAA).

2. Authorization for County Judge to sign the AICR Forms.

7. **County Treasurer - Norma Garcia:**

A. **AI-50194** Approval for Amendment to Interlocal Cooperation Agreement Between Hidalgo County Drainage District No. 1 and Hidalgo County as it relates to District Payroll Services for District Employees.

8. **Constables:**

A. **AI-50060** Constable Pct. #1:
Discussion, consideration, and approval to appoint Jorge A. Salazar as Deputy Constable by Constable Celestino Avila, Constable Precinct 1 in accordance with Texas Local Government Code Section 86.011

B. **AI-50077** Constable Pct. 2:
Discussion, consideration and approval to appoint Armando Garza as Reserve Deputy Constable by Martin Cantu, Constable Pct. 2 in accordance with Texas Local Government Code Section 86.012.

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

A. **AI-50078** Discussion, consideration, and approval to execute an inter-local agreement between the County of Hidalgo and the City of La Joya for implementation of scofflaw procedures and processes for vehicle registration denial services.

10. **Sheriff's Office:**

A. **AI-50097** 1. Authorization and approval to accept the Grant Adjustment Notice in reference to Operation Stonegarden FY 2013 Supplemental award of $158,943.59 and authorization for County Judge, as authorized official, to sign (and initial) required documents.
2. Authorization to pay Overtime reimburseable under the grant terms and conditions.
3. Approval of Certification of Revenues as certified by the County Auditor of the FY 2013 Operation Stonegarden Supplemental.
4. Approval to appropriate the budget for the Sheriff's Office FY2013 supplemental in the amount of $158,943.59.

11. **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-50134** Approval of revised 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. (for clarification purposes only - letter originally approved May 19, 2015)

12. Human Resources - Esther Cortez:

A. AI-49959 PCT #1 Parks (1100) / Road Maintenance (1200):
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, 06/29/2015:

Action	Dept/Program	Slot#	Current Position Title	Current Budgeted Salary	Proposed Position Title	Proposed Budgeted Salary
Reclassification	121-005 Road Maintenance	0078	Diesel Mechanic	$43,260.00	Diesel Mechanic II	$39,649.00
Reclassification	121-013 Parks	0003	Mechanic III	$36,039.00	Mechanic IV	$39,649.00

3. Approval of interdepartmental transfer.
4. Approval to revise the salary schedule in accordance to Commissioners Court approval.

B. AI-50032 Constable Prct. 4 (1100):
1. Approval of the following position title changes, effective next full pay period (06/29/15):

Action	Program	Slot#	Current Position Title	Proposed Position Title
Title Change	294-001	0012	Sr. Deputy Constable Step IV - Peace Officer Bike Patrol	Sr. Deputy Constable Step IV
Title Change	294-001	0014	Sr. Deputy Constable Step II - Peace Officer Bike Patrol	Sr. Deputy Constable Step II
Title Change	294-001	0016	Sr. Deputy Constable Step II - Bike Patrol	Sr. Deputy Constable Step II

2. Approval to revise the salary schedule in accordance with Commissioner's Court action.

C. AI-50217 WIC ADM (1292):
1. Discussion, consideration and approval of the following personnel actions, effective next full pay period of 06/29/2015:

Action	Slot#	Dept/Program	Position Title	Proposed Budgeted Salary
Delete	0210	350-001	Clinic Aide I	<$21,008.00>
Delete	0240	350-001	Administrative Asst III	<$35,064.00>
Delete	0247	350-001	Lactation Specialist	<$32,769.00>
Create	0257	350-001	Maintenance IV	$32,769.00
Create	0258	350-001	Executive Assistant III	$50,556.00

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

D. **AI-50183** Sheriff's (1100):

1. Discussion, consideration and approval of the following personnel actions to change the funding source from the Jail budget to the Sheriff's budget as follows:

Action	Dept/Program	Slot #	Position Title	Current Budgeted Salary/Allowance	Proposed Budgeted Salary/ Allowance
Delete /	280-002	0024	Sr. Deputy Sheriff Step IV	$47,734.00	-0-
Remove Clothing Allowance				$500.00	-0-
Create /	280-001	0420	Sr. Deputy Sheriff Step IV	-0-	$47,734.00
Add Clothing Allowance				-0-	$500.00

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

E. **AI-50107** **DA Investigation HB65 (1223):**

1. Requesting waiver of the Budget Amendment Policy - Personnel - Related Amendments.
2. Discussion, approval and consideration of the following personnel actions effective next full pay period of 06/29/2015 and approval to create the following temporary part time positions not to exceed six months, beginning 07/01/2015 - 12/31/2015:

Action	Slot#	Dept/ Program	Position Title	Proposed Budgeted Salary/Rate of pay
Create	0131	080-007	Administrative Assistant I	$30,000.00
Create	0132	080-007	Administrative Assistant I	$32,000.00
Create	T133	080-007	Clerk IV (Temporary part time)	$8,320.00/yr - $20.00/hr
Create	T134	080-007	Clerk I (Temporary part time)	$7,500.0/yr - $15.00/hr
Create / Add Auto Allowance	0135	080-007	Assistant District Attorney II	$58,100.00
	A120	080-007		$900.00

3. Approval of appropriation of funds.
4. Approval to revise the salary schedule in accordance with Commissioners' Court action.
5. Approval to waive posting procedures for the temporary part-time Clerk IV and Clerk I positions, Slots T133 and T134.

DA State Supplement (1281):

1. Requesting waiver of the Budget Amendment Policy - Personnel - Related Amendments.
2. Discussion, consideration and approval to create the following part time temporary position not to exceed six months, effective 07/01/2015:

Slot #	Dept/ Program	Position Title	Proposed Budgeted Salary
T018	080-010	Clerk I	$ 6,683.00/yr - $10.10/hr

3. Approval to revise the salary schedule in accordance with Commissioners' Court action.
4. Approval to waive posting procedures for the temporary part-time Clerk I position, Slot T018.

DA Border Prosecution (1281):
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 of 06/29/15:

Action	Slot#	Dept/ Program	Position Title	Current Budgeted Salary/Allowance	Proposed Budgeted Salary/Allowance
Add Auto Allowance	0001	080-012	Assistant District Attorney III	$77,920.00	$77,920.00
	A119	080-012		-0-	$900.00

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

F. AI-50092 County Clerk's Office (1100):
1. Approval of the following position title changes, effective next full pay period, 06/29/2015:

Dept/Program	Slot #	Current Position Title	Proposed Position Title
180-004	0001	Records Manager	Records Facilities Manager
180-003	0002	Records Management Specialist	Official Records Manager

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

G. AI-50091 PCT #3 Sanitation (1100):
1. Discussion, consideration and approval of the following personnel actions effective next full pay period, 06/29/2015:

Action	Dept/Program	Slot #	Position Title	Current Budgeted Salary	Proposed Budgeted Salary
Delete	123-001 Sanitation	0027	Maintenance I	$ 25,626.00	-0-
Delete	123-001 Sanitation	0028	Maintenance I	$ 25,626.00	-0-
Create	123-001 Sanitation	0049	Truck Driver II	-0-	$ 32,960.00

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

13. HIDTA - Task Force:

A. AI-50235 Authorization, approval, and execution of Service Agreement for continual internet and domain name (network and email) service between the Hidalgo County HIDTA Task Force and Time Warner Cable (Req. No. 278267)

14. Health & Human Services Department - Eddie Olivarez

A. AI-50095 Discussion, consideration and possible action regarding a letter of support for the North Alamo Water Supply Corporation proposed North Alamo Regional Wastewater Treatment Plant, Phase II authorizing Mr. Olivarez, Chief Administrative Officer for Hidalgo County Health & Human Services, to sign letter of support for this project on behalf of Hidalgo County, by and through the Hidalgo County Health & Human Services Department, to be submitted to the Texas Water Development Board and partnering agencies. By submitting this letter of support, there will be no fiscal impact to the County of Hidalgo.

B. AI-50045 Requesting approval and acceptance of the Regional Mass Fatality Management Plan as developed by Hidalgo County and the Lower Rio Grande Valley Development Council.

C. AI-50052 Requesting approval and acceptance of the Assignment and Assumption Agreement with the University of Texas - Rio Grande Valley. The purpose of this Agreement is to assign the existing Educational Experience and Program Agreement with the University of Texas - Pan American to the University of Texas - Rio Grande Valley.

D. AI-50020 Requesting approval to renew for a period of one year the Memorandum of Agreement with Texas A&M University System Health Science Center for an On-Site Education program.

E. AI-50067 Requesting approval for Mr. Olivarez, HCHHSD Chief Administrative Officer, to submit Letter of Intent to the Texas Department of State Health Services. The letter acknowledges Hidalgo County Health & Human Services Department's interest to provide infectious disease preparedness and response within its service area during the term of the project from 09/01/2015 through 08/31/2017.

F. AI-50082 1. Requesting approval to accept the CPS/HAZARDS grant contract #2016-001134-00 in the amount of $574,166.00 for the period of 07/01/2015 to 06/30/2015.
2. Requesting approval for County Judge to e-sign the CPS/HAZARDS 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 $574,166.00.
6. Requesting approval of the budget appropriation in the amount of $574,166.00 from state funds and in the amount of $57,417.00 from local match.
8. Requesting approval of the salary schedule.

G. AI-50088 Requesting approval to submit grant renewal application for the Tuberculosis State program for FY 16 in the amount of $605,561.00. This grant requires a twenty percent local match.

H. **AI-50093** 1. Requesting approval of the Certification of Revenue by County Auditor in the amount of $115,539.00. Funds are from the Health & Human Services Commission - Medicaid Administrative Claiming reimbursement.
2. Requesting approval to appropriate the MAC budget in the amount of $115,539.00.

I. **Health Care Funding District:**

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

J. **Indigent Health Care Program:**

1. **AI-49954** Discussion, consideration and approval of Memorandum of Agreement between Hidalgo County (Health and Human Services) and University of Texas Health Science Center at Houston.

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

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

A. **AI-50084** Resolution authorizing renewal of a Revolving Line of Credit with Lone Star National Bank of Mcallen for the Urban County Program with authority for UCP to draw from such line of credit.

B. **AI-50112** The County of Hidalgo Urban County Program (UCP) is disclosing that Francisca Rangel, who has applied for Owner Occupied Rehabilitation Housing Assistance, is related to Guadalupe V. Garcia, A UCP Program Coordinator.

C. **AI-50059** Requesting approval of Year 28 (2015) Urban County Program Interlocal Agreements with (16) participating cities and authorization for Hidalgo County Judge Ramon Garcia to sign any and all agreements.

D. **AI-50116** The Urban County Program requests authorization to advertise for construction and related activities for all projects identified in the 2015-2016 One Year Action Plan, subsequent amendments and Colonia funded activities (Texas General Land Office, Texas Department of Agriculture and Texas Department of Housing and Community Affairs, etc.).

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

A. **AI-50012** 1. Approval of 2015 certification of revenues by the County Auditor, for 2014 Chapter 19 funds.
2. Approval of 2015 appropriation of funds for Chapter 19 funds (1283) in the amount of $12,668.45.

17. Planning Department - T.J. Arredondo:

A. AI-50117 1. Preliminary Approval
a. Maiz Acres No. 6 Subdivision- Pct. 1 (RHRW Properties, Ltd.) (Val Verde Road & Minnesota Road)
b. Replat of Lot 2 Vista Bonita No. 10 Subdivision- Pct. 4 (Jose I. Quiroga) (Cesar Chavez Road & F.M. 2812)
c. San Diego Estates Subdivision- Pct. 4 (Jose I. Quiroga) (Gwin Road & Benito Ramirez)

2. Final Approval
a. Border Town Acres Subdivision- Pct. 4 (Richard Ruppert) (Brushline Road & FM 2812)
b. San Pablo No. 2 Subdivision- Pct. 4 (Tillmin Welch) (Alberta Road & Val Verde Road)
c. EVG Farms Subdivision- Pct. 4 (Edgar E. Gonzalez) (Iowa Road & Alamo Road [FM 907])

18. Precinct #1 - Comm. Cuellar:

A. AI-50130 Authorization and approval of name change as recommended by the LRGVDC-911

19. Precinct #2 - Comm. Cantu:

A. AI-50145 CO2014 - Pct. 2 (1345)
Approval of 2015 appropriation of funds in the amount of $22,327.55 to fund drainage improvements.

20. Precinct #4 - Comm. Palacios:

A. AI-50197 Approval of Corrected Right of Way Deed - Trenton Drain Project - Parcel 9 to reflect the correct legal description acreage as 1.31 of an acre tract of land out of Lots 3 & 4, Block 53, Alamo Land and Sugar Company's Subdivision, Hidalgo County, Texas

B. AI-50241 Precinct No.4 (Hoehn Drive Subd):

1. Approval of Certification of Revenues, as approved by the County Auditor for City of McAllen's contribution for the provision of sanitary sewer services to the Hoehn Drive Subdivision as per Interlocal Cooperation Agreement between Hidalgo County, Hidalgo County Drainage District No.1 and City of McAllen

2. Approval of 2015 appropriation of funds into Precinct No.4 RD Maint (1200) in the amount of $477,895.90

21. Budget & Management - Sergio Cruz:

A. AI-50231 Presentation on 2016 Budget Process Status Update

B. **AI-50114** Edward Byrne Memorial:
1. Authorization and approval to apply for the FY 2015 Edward Byrne Memorial - Justice Assistance Grant (JAG) Program with the U.S. Department of Justice.
2. Public Hearing on the FY 2015 Edward Byrne Justice Assistance Grant (JAG) Program Application/Strategies/Narrative.
3. Discussion, consideration, review, and approval of the program application/strategies/narrative of the FY 2015 Edward Byrne Justice Assistance Grant.
4. Authorization for County Judge to sign the required documents.

C. **AI-50230** Discussion, consideration and approval to submit an Application for Financial Assistance to the Texas Department of Transportation - State Infrastructure Bank for the Mile 6 West Road Project (from Mile 9 North to State Highway 107), CSJ: 0921-02-168, in the amount of $8,500,000.00, with authority for the County Judge to sign the required documents.

D. **Interfund transfers:**

1. **AI-50233** Transfers In-General Fund (1293)
Approval of 2015 interfund transfer from Transfers In- General Fund and Transfers Out-Health Grants Fiscal Year 5 into Fiscal Year 6 to fund the total local match required to accept CPS/HAZARDS grant contract #2016-001134-00, CC 6/23/15 (AI-50082).

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

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

A. **Hidalgo County**

1. **AI-50240** Requesting approval of Supplemental Agreement No. 1 (Article 8) of current contract [C-1-225-07-09] with L&G Consulting Engineers, Inc. dba L&G Engineering, for engineering services for, "On-Call Services- MPO and HCRMA, Traffic Studies County Wide Projects," to reflect extension of sixty (60) days while procurement process is completed so as to have no lapse in services.

2. **AI-50237** Recognition, acceptance and approval of donation of office furniture by Plains National Bank to Hidalgo County.

3. **AI-49886** A. Presentation of scoring grid for the purpose of ranking by Commissioners' Court, the responses received in connection with the Request for Proposal for: "Arbitrage Calculation Services" - RFP 2015-118-05-06-YZV:

COMPANY	AVERAGE SCORE	RANKED

First Southwest Asset Management	**90**	
PFM Asset Management	**87.6**	
Arbitrage Compliance Specialist	**92.2**	

B. Requesting authority for Purchasing Department to proceed to negotiate a "Best and Final Offer" with the number one ranked company of_____ for the provision of "Arbitrage Calculation Services" for Hidalgo County.

4. AI-50148 A. Presentation of the scoring grid [for the purpose of ranking by CC] of the following H-GAC's eligible awarded contractors for Disaster Debris Clearance & Removal Services Providers via the County's membership/participation with said cooperative:

Disaster Debris Clearance & Removal Services

Respondent:	Ashbritt, Inc.	Ceres Environmental Services	Crowder Gulf, LLC	DRC Emergency Services	Phillips & Jordan Inc.
Evaluator 1	84	82	83	78	80
Evaluator 2	97	95	91	94	89
Evaluator 3	95	91	86	88	89
Evaluator 4	93	90	90	89	80
Evaluator 5	83	83	64	65	81
total	452	441	414	414	419
Average Score	90.4	88.2	82.8	82.8	83.8
RANK					

B. Action for options by Commissioner's Court in order to proceed to the next phase of the process: Commence negotiating with the number one ranked providers to finalize agreements for multiple [if applicable] awarded pre-positioned contracts for: Disaster Debris Clearance & Removal Services-Hidalgo County including, but not limited to, the following determinations:
1. Award to primary, secondary or tertiary or as otherwise approved;
2. Term of contract(s):
a. Initial term of contract-upon approval to execute through December 31, 2016*
b. Renewal/Extension options- Two (2) One (1) year renewals:
• January 01, 2017 through December 31, 2017*
• January 01, 2018 through December 31, 2018*
*[as these are the current terms of award through H-GAC];

B. Pct. 1

1. AI-50063 Acceptance and approval of request by Precinct No.1 for Supplemental No. 3 through Work Authorization No. 1 as submitted by TEDSI Infrastructure Group-Contract #C-08-227-02-09-PO#617534 for modification to original scope of work as more specifically described in Attachment "B" with no budgetary impact of original amount reflected on the work authorization.

C. Pct. 3

1. **AI-50201** A. Requesting approval of an Interlocal Cooperation Agreement [ILA] between the County of Hidalgo, City of Mission, and City of McAllen, in connection with certain Phase II improvements to Taylor Rd. From US 83 Expressway North to Mile 2 N;

   B. In accordance with Section 791.010 of the Texas Government Code, requesting approval of the Interlocal Cooperation Agreement [ILA] project regarding certain Phase II Improvements to Taylor Rd. From US 83 Expressway North to Mile 2 N.

D. Pct. 4

1. **AI-50054** Presentation of responsible vendor submitting the lowest and best bid [detailed in tabulation sheet contained herein] meeting all specifications and/or requirements for the purpose of award and approval of contract for RFB titled: "Hauling Services for Hot Mix" - Precinct 4. Packets requested and sent - 4 / 2 bid responses

2. **AI-50182** Acceptance and approval of Change Order No. 7 for additional 14 days due to adverse weather for Contract No. C-14-067-06-03 with JCon Construction, LLC as reviewed/approved by project architect of record, Mata-Garcia Architects, LLP for: Hidalgo County Precinct No. 4 -"Construction of the Linn-San Manuel Emergency Services Facilities" with authority for County Judge, or Court Member to execute document.

E. Constables

1. **AI-50228** Constable Pct. #1 Requesting authorization and approval to purchase One (1) New or Newer 2015 Chevrolet 1500 4x4 Crewcab's through the County's membership/participation with Buyboard's awarded vendor, Country Caldwell Chevrolet/Ford (Contract #430-13) in the amount of $29,430.00 which includes delivery and a one time Buyboard fee of $400.00. (Project #2015-226-OGG)

2. **AI-50049** **Constable Pct. 2**
   1. Authorization and approval to purchase through the State of Texas Surplus Property Program under Chapter 2175.001 of the Texas Local Government Code and Sec. 262.024 (9)c:
   One (1) 2009 Chevy Tahoe Vin # 1GNEC03019R248864 in the amount of $9,500.00 thru requisition 278464.

   2. Authorization for Purchasing Department to issue a purchase order and County Treasurer's to issue a check made payable to Texas Facilities Commission Department of Public Safety after County Auditor's review

F. Health & Human Services Dept.

1. **AI-50061** Acceptance and approval of the final negotiated contract with both the Universities of:
   a. Texas Health Sciences Center San Antonio (UTHSCSA); and,
   b. Texas Pan American (UTPA)
   in connection with RFQ 2015-021 for: The provision screening, evaluation and related services at the John Austin Peña Primary Care and Substance Abuse Treatment Facility.

G. Tax Office

1. **AI-50066** Acceptance and approval of the final negotiated contract with **Appraiser's Collection Technologies**, [ACT]) for **RFP 2015-070-04-22-YZV**- "Automated Tax Collection System".

H. Budget & Management

1. **AI-50150** Presentation of "sealed quotes" received for the purpose of award and approval of contract document to the responsible vendor submitting the lowest and best quote [while meeting all specifications and/or requirements as attached hereto] for: Hidalgo County - "Healthcare Reform Employee Tracking Consultant" for RFSQ No. 2015-174-05-22-YZV.

I. Sheriff's Office

1. **AI-50087** Requesting approval of agreement(s) if applicable for "Computer Assisted Investigative On-line Research Services" with West a Thomson Reuter Business for Hidalgo County Sheriff's Office thru RFSQ 2015-212-06-12-MEG, for the amount $714.00 per month for the first year for up to 300 Users -(1st Year) $8568.00, 749.70 per Month for the 2nd Year=$8996.40 per year and 787.19 per month for the 3rd Year= $9446.28 Per year

2. **AI-50123** Approval to purchase **One (1) New 2016 Ford F-550 Wrecker**, from awarded vendor Rush Truck Centers of Texas LP, under contract #430-13 through the County's membership/participation with (TASB)-Buyboard Cooperative Purchasing Program in the amount of **$86,242.25** which includes delivery and a one time cooperative administration fee of $400.00.

J. County Clerk

1. **AI-49979** Presentation of the sole responsible vendor (Master Fibers Inc.) submitting the lowest and best bid [and met all specifications, and requirements] including the approval of contract for: “Hidalgo County Clerk's Office-Purchase, Removal & Related Services for Shredded & Recyclable Materials” (RFB No.2015-143-05-27-SMA.)

K. Co. Wide

1. **AI-50073** Acceptance and approval of contract [bid awarded by CC on 06-09-15] with Robert Sanchez d/b/a Kill A Bug Pest Control for bid: "Pest Control Services" for Hidalgo County under RFB 2015-031-MEG.

23. Closed Session:

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

A. Real Estate Acquisition

B. Pending and/or potential litigation

C. **AI-50056** CL-15-1757-A; Deborah Coronado v. County of Hidalgo

D. **AI-50050** C-3856-12-C; Mayra Y. Garcia individually and a/k/f of Daniel Garcia, a minor v. Hidalgo County

E. **AI-50139** Civil Action No. 7:13-cv-00262; Ezequiel C. Jurado, et al v Guadalupe Trevino, Sheriff of Hidalgo County & Hidalgo County

F. **AI-50159** Cause No. C-2236-15-B; Melinda Balli v. City of Edinburg, Hidalgo County, and Texas Dept. of Transportation

G. **AI-50155** Civil No. 7:08-cv-319; USA v.1.526 acres of land, more or less, situated in Hidalgo County, Texas and Oscar Garza, et al

H. **AI-50202** Cause No. CCD-0252-E; The State of Texas v. Hidalgo County, et al (Condemation Hearing Parcel 56)

I. **AI-50120** Claim of AT&T

J. **AI-50135** Claim of Francisco J. Villazana

K. **AI-50207** Claim of Roberto De La Cerda

L. **AI-50098** Claim of Elsa Rodriguez as Parent Guardian of John Ray Rodriguez & Desiray Rodriguez

M. **AI-50101** Claim of Juan Cristoval Cervantes

N. **AI-50223** Claim of Arcilia Morales

24. 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

25. **Open Session:**

A. Real Estate Acquisition and appropriation for same

B. Pending and/or potential litigation

C. **AI-50057** CL-15-1757-A; Deborah Coronado v. County of Hidalgo

D. **AI-50051** C-3856-12-C; Mayra Y. Garcia individually and a/k/f of Daniel Garcia, a minor v. Hidalgo County

E. **AI-50140** Civil Action No. 7:13-cv-00262; Ezequiel C. Jurado, et al v Guadalupe Trevino, Sheriff of Hidalgo County & Hidalgo County

F. **AI-50160** Cause No. C-2236-15-B; Melinda Balli v. City of Edinburg, Hidalgo County, and Texas Dept. of Transportation

G. **AI-50156** Civil No. 7:08-cv-319; USA v.1.526 acres of land, more or less, situated in Hidalgo County, Texas and Oscar Garza, et al

H. **AI-50203** Cause No. CCD-0252-E; The State of Texas v. Hidalgo County, et al (Condemation Hearing Parcel 56)

I. **AI-50121** Claim of AT&T

J. **AI-50136** Claim of Francisco J. Villazana

K. **AI-50208** Claim of Roberto De La Cerda

L. **AI-50099** Claim of Elsa Rodriguez as Parent Guardian of John Ray Rodriguez & Desiray Rodriguez

M. **AI-50102** Claim of Juan Cristoval Cervantes

N. **AI-50224** Claim of Arcilia Morales

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

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

28. **Adjourn**

AI-50229 **County Judge's Office** **6. A.**

CC - REGULAR

Meeting Date: 06/23/2015

Submitted By: Monica Badillo, EXECUTIVE OFFICE

Department: EXECUTIVE OFFICE

Information

CAPTION

Emergency Management - Ricardo Saldana:
Update to ongoing weather events

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	06/19/2015 02:51 PM
Purchasing Department	Monica Badillo	06/19/2015 05:55 PM

Form Started By: Monica Badillo Started On: 06/19/2015 01:41 PM

Final Approval Date: 06/19/2015

AI-50236 **County Judge's Office** **6. B.**

CC - REGULAR

Meeting Date: 06/23/2015

Submitted By: Monica Badillo,
EXECUTIVE OFFICE

Department: COUNTY JUDGE

Information

CAPTION

Emergency Management:
Discussion, consideration, and action to ratify the Right-of-Entry Agreement between United States Government - Federal Emergency Management Agency (FEMA), and the County of Hidalgo, Texas, by and through the County Judge's Office, for the purposes of establishing a Disaster Recovery Center, as authorized by Government Code § 418.108(d) under the Continuing Local State of Disaster

BACKGROUND

Fiscal Impact

Attachments

legal
agreement

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	06/19/2015 02:51 PM
Purchasing Department	Monica Badillo	06/19/2015 05:55 PM

Form Started By: Monica Badillo Started On: 06/19/2015 02:33 PM
Final Approval Date: 06/19/2015

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

FEMA right of entry

From : Victor M. Garza <victor.garza@da.co.hidalgo.tx.us> Fri, Jun 19, 2015 02:25 PM

Subject : FEMA right of entry

To : 'Monica Badillo' <monica.badillo@co.hidalgo.tx.us>

Cc : 'Valde Guerra' <valde.guerra@co.hidalgo.tx.us>, 'Ricardo Saldana' <ricardo.saldana@co.hidalgo.tx.us>

Reply To : victor garza <victor.garza@da.co.hidalgo.tx.us>

Monica,

Our office reviewed the standard FEMA Right-of-Entry Agreement, and at this time approve as to form.

Please let me know if you need any other assistance.

Victor M. Garza
Assistant District Attorney
Civil Division
Office of the Criminal District Attorney
Hidalgo County, Texas
100 N. Closner RM 303
Edinburg, Texas 78539
(956) 318-2313 EXT. 3827
(956) 318-2079 FAX
victor.garza@da.co.hidalgo.tx.us

****
The information contained in this e-mail may be 1.SUBJECT TO THE ATTORNEY-CLIENT PRIVILEGE; 2.ATTORNEY WORK PRODUCT; and/or 3.CONFIDENTIAL. It is intended only for the individual or entity designated above. Any distribution, copying, or use of or reliance upon the information contained in this e-mail by or to anyone other than the recipient designated above by the sender is unauthorized and strictly prohibited. **IF YOU HAVE RECEIVED THIS COMMUNICATION IN ERROR, PLEASE ADVISE THE SENDER BY REPLY E-MAIL TO victor.garza@da.co.hidalgo.tx.us AND DELETE THE COMMUNICATION.**
****

Right-of-Entry Agreement
between
The United States Government and County of Hidalgo

This shall serve as a temporary agreement between County of Hidalgo, herein after referred to as Grantor; whose mailing address is 302 W. University Dr., TX 78539 (ZIP), and the United States Government, specifically Federal Emergency Management Agency (FEMA); hereinafter referred to as Grantee. The parties are collectively referred to as the Parties to this Agreement.

Whereas, the parties mutually agree to a "Right of Entry" providing Grantee access to the 317 N. Closner Blvd. located on Edinburg, TX, for the purpose of positioning and establishing a Disaster Recovery Center (DRC) at this location from 06/19/15 to 07/19/15. The DRC will serve the Hidalgo County victims of the FEMA DR-4223-TX, May 29, 2015.

Whereas, the Grantor will provide access to the premises without rental consideration. The parties further agree to the following general terms and conditions:

The **Grantor** agrees to provide access to the premises at **no cost to the Government**.
The Grantee shall have access to the premises 8 hrs a day.
The Grantee shall be permitted to park vehicles on the premises.
The Grantee agrees not to place its vehicles in areas that will interfere with the ingress and egress to the site.
The Grantee shall have the right to post armed guards at the premises.

Both parties agree, if unforeseen, burdensome costs arise as a result of the DRC operation, both parties will negotiate a fair and reasonable final payment via a FEMA Lease contract. Notification of unforeseen, burdensome costs shall be presented to the Grantee (C/O FEMA Team Lead) prior to the expiration of the above term.

Gov. Contracting Officer – GSA

Date

Ramon Garcia
Grantor (Signature)

June 19, 2015
Date

Ramon Garcia
Grantor (Printed)

Hidalgo County Judge
Title

956-318-2600
Phone #

WITNESS:

R. Tisdale
(Signature)

Address

Rudolph Tripplett
Witness name (Printed)

Logistics
Title

Phone #

AI-50205 **County Judge's Office** **6. C.**

CC - REGULAR

Meeting Date: 06/23/2015

Submitted For: Julia Sullivan, COUNTY JUDGE

Submitted By: Monica Badillo, EXECUTIVE OFFICE

Department: COUNTY JUDGE

Information

CAPTION

Resolution in support of Operation Lone Star 2015

BACKGROUND

Fiscal Impact

Attachments

Resolution

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	06/18/2015 06:07 PM
Purchasing Department	Monica Badillo	06/19/2015 05:55 PM
Form Started By: Monica Badillo		Started On: 06/18/2015 05:19 PM
Final Approval Date: 06/19/2015		

RESOLUTION IN SUPPORT OF OPERATION LONE STAR 2015

WHEREAS, Operation Lone Star is a real-time, large-scale emergency preparedness exercise that provides collaborative medical services uniting federal, state, regional and local health and human service agencies, Texas Military Forces, local service groups and volunteers in one of the largest public health humanitarian efforts in the country; and

WHEREAS, every summer since 1998, Operation Lone Star has provided free medical care to thousands of underserved south Texas residents, including the Rio Grande Valley, for which many consider the operation to be the only medical care they receive all year; and

WHEREAS, Hidalgo County's hosting of the operation's yearly ceremonial event commemorating the provision of immunizations, blood pressure checks, cholesterol and diabetes screenings, hearing and vision exams, physicals for students and dental services; and

WHEREAS, most of the military personnel serving at Operation Lone Star are members of the Texas State Guard – which is one of three branches of the Texas Military Forces, operating under the command of the Adjutant General of Texas and the Governor as Commander-in-Chief of all state military forces. The TXMF includes the Texas Army National Guard and the Texas Air National Guard; and

WHEREAS, the mission of the Texas State Guard is to provide support to the State of Texas during disasters impacting the civilian population of the State of Texas and this support is executed under the operational control of the Adjutant General.

WHEREAS, Operation Lone Star 2015 will be a week-long (5 day) exercise involving mass medical countermeasures providing medical, dental and vision services via multi-location and sponsored by the Texas Department of State Health Services.

NOW, THEREFORE, BE IT RESOLVED that the Hidalgo County Commissioners Court hereby supports the 2015 commencement of Operation Lone Star and recognizes the benefits of the annual event to the citizens and residents of the great State of Texas.

Dated this 23rd day of June 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-50216 **County Judge's Office** **6. D.**

CC - REGULAR

Meeting Date: 06/23/2015

Submitted For: Michael Leo, COUNTY JUDGE **Submitted By:** Sandra Deleon, COUNTY JUDGE

Department: COUNTY JUDGE

Information

CAPTION

1. Approval of the 2015 Annual Inventory Control Requirement(AICR) forms as required by the Texas Homeland Security State Administrative Agency (THSSAA).

2. Authorization for County Judge to sign the AICR Forms.

BACKGROUND

AICR forms for the Sheriff's Office, Office of Emergency Management, & Constables (Pct. 1, 2, 3, & 4)

Fiscal Impact

FISCAL YEAR: **ACCT. #:**

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

BUDGETARY IMPACT:

Approval of the AICR Form

Attachments

Sheriff
OEM
Const Pct 1
Const Pct 2
Const Pct 3
Const Pct 4

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	06/19/2015 12:07 PM

Purchasing Department	Monica Badillo	06/19/2015 05:55 PM
Form Started By: Sandra Deleon		Started On: 06/19/2015 09:50 AM
Final Approval Date: 06/19/2015		

TEXAS DEPARTMENT OF PUBLIC SAFETY
TEXAS HOMELAND SECURITY STATE ADMINISTRATIVE AGENCY (THSSAA)

ANNUAL INVENTORY CONTROL REQUIREMENT

Name of Jurisdiction: HIDALGO COUNTY SHERIFF'S OFFICE	Date: 3/5/15

INSTRUCTIONS: Please initial on the left to certify each of the following statements. All four sections must be certified to be fully compliant. Please return completed document by June 30 to THSSAA monitoring at:
Fax-512-206-3137 or email SAAmonitoring@dps.texas.gov

I. Controlled and Capital Assets Acknowledgement

Initial here to certify:	My jurisdiction has listed all required homeland security grant funded assets on our local inventory in accordance with THSSAA information Bulletin No. 12-004. http://www.txdps.state.tx.us/director_staff/saa/documents/saa12-004.pdf

II. Tagging of Grant Funded Assets

Initial here to certify:	My jurisdiction has tagged all Homeland Security grant funded assets in accordance with THSSAA Information Bulletin No. 12-004 including the name of the jurisdiction and a unique identifying number.

III. Equipment Inventory Requirements

Initial here to certify:	My jurisdiction maintains a physical inventory of Homeland Security grant funded assets and captures the following information for all equipment in accordance with THSSAA Information Bulletin 12-004. A. Description of the asset B. Serial number or other identification number C. Source of the asset D. Who holds the title E. Acquisition date F. Cost of the asset G. Percentage of federal participation in the cost of the asset H. Location I. Use J. Condition of the Asset K. Any ultimate disposition data including the date of disposal and sale price L. Control or Inventory Number (*Reference: A-133 Compliance supplemental, 44 CFR 13.32, UGMS*)

IV. PHYSICAL INVENTORY RECONCILIATION

Initial here to certify:	My jurisdiction has completed a full physical inventory and reconciliation of assets within the last 24 months in accordance with regulations. Our last physical inventory was conducted: 2/14/14

V. AUTHORIZED SIGNATURE(S)

Print Name of Jurisdiction/Organization	HIDALGO COUNTY SHERIFF'S OFFICE
Printed Name of Chief Elected Official, Chief Executive Officer, Or Chief Financial Officer	J.E. "EDDIE" GUERRA
Title (Judge, Mayor, ED, City Manager, CFO)	SHERIFF
Signature	
Date	MARCH 5, 2015

This form is located at: http://www.txdps.state.tx.us/director_staff/saa/information_bulletins.htm

TEXAS DEPARTMENT OF PUBLIC SAFETY
TEXAS HOMELAND SECURITY STATE ADMINISTRATIVE AGENCY (THSSAA)

ANNUAL INVENTORY CONTROL REQUIREMENT

Name of Jurisdiction: Hidalgo County Emergency Mgmt.	Date: 6-19-2015

INSTRUCTIONS: Please initial on the left to certify each of the following statements. All four sections must be certified to be fully compliant. Please return completed document by June 30 to THSSAA monitoring at:
Fax-512-206-3137 or email SAAmonitoring@dps.texas.gov

I. Controlled and Capital Assets Acknowledgement

Initial here to certify:	My jurisdiction has listed all required homeland security grant funded assets on our local inventory in accordance with THSSAA information Bulletin No. 12-004. http://www.txdps.state.tx.us/director_staff/saa/documents/saa12-004.pdf

II. Tagging of Grant Funded Assets

Initial here to certify:	My jurisdiction has tagged all Homeland Security grant funded assets in accordance with THSSAA Information Bulletin No. 12-004 including the name of the jurisdiction and a unique identifying number.

III. Equipment Inventory Requirements

Initial here to certify:	My jurisdiction maintains a physical inventory of Homeland Security grant funded assets and captures the following information for all equipment in accordance with THSSAA Information Bulletin 12-004. A. Description of the asset B. Serial number or other identification number C. Source of the asset D. Who holds the title E. Acquisition date F. Cost of the asset G. Percentage of federal participation in the cost of the asset H. Location I. Use J. Condition of the Asset K. Any ultimate disposition data including the date of disposal and sale price L. Control or Inventory Number *(Reference: A-133 Compliance supplemental, 44 CFR 13.32, UGMS)*

IV. PHYSICAL INVENTORY RECONCILIATION

Initial here to certify:	My jurisdiction has completed a full physical inventory and reconciliation of assets within the last 24 months in accordance with regulations. Our last physical inventory was conducted: 2-20-14

V. AUTHORIZED SIGNATURE(S)

Print Name of Jurisdiction/Organization	
Printed Name of Chief Elected Official, Chief Executive Officer, Or Chief Financial Officer	
Title (Judge, Mayor, ED, City Manager, CFO)	
Signature	
Date	

This form is located at: http://www.txdps.state.tx.us/director_staff/saa/information_bulletins.htm

TEXAS DEPARTMENT OF PUBLIC SAFETY
TEXAS HOMELAND SECURITY STATE ADMINISTRATIVE AGENCY (THSSAA)

ANNUAL INVENTORY CONTROL REQUIREMENT

Name of Jurisdiction: Hidalgo County Constable Pct. 1	Date: 4-28-15

INSTRUCTIONS: Please initial on the left to certify each of the following statements. All four sections must be certified to be fully compliant. Please return completed document by June 30 to THSSAA monitoring at:
Fax-512-206-3137 or email SAAmonitoring@dps.texas.gov

I. Controlled and Capital Assets Acknowledgement

Initial here to certify:	
C.A.J.	My jurisdiction has listed all required homeland security grant funded assets on our local inventory in accordance with THSSAA information Bulletin No. 12-004. http://www.txdps.state.tx.us/director_staff/saa/documents/saa12-004.pdf

II. Tagging of Grant Funded Assets

Initial here to certify:	
C.A.J.	My jurisdiction has tagged all Homeland Security grant funded assets in accordance with THSSAA Information Bulletin No. 12-004 including the name of the jurisdiction and a unique identifying number.

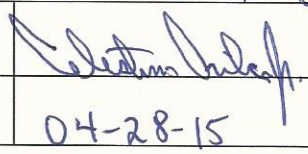
III. Equipment Inventory Requirements

Initial here to certify:	
C.A.J.	My jurisdiction maintains a physical inventory of Homeland Security grant funded assets and captures the following information for all equipment in accordance with THSSAA Information Bulletin 12-004. A. Description of the asset B. Serial number or other identification number C. Source of the asset D. Who holds the title E. Acquisition date F. Cost of the asset G. Percentage of federal participation in the cost of the asset H. Location I. Use J. Condition of the Asset K. Any ultimate disposition data including the date of disposal and sale price L. Control or Inventory Number (*Reference: A-133 Compliance supplemental, 44 CFR 13.32, UGMS*)

IV. PHYSICAL INVENTORY RECONCILIATION

Initial here to certify:	
C.A.J.	My jurisdiction has completed a full physical inventory and reconciliation of assets within the last 24 months in accordance with regulations. Our last physical inventory was conducted: 04-28-15

V. AUTHORIZED SIGNATURE(S)

Print Name of Jurisdiction/Organization	Hidalgo County Constable Pct. 1
Printed Name of Chief Elected Official, Chief Executive Officer, Or Chief Financial Officer	Celestino Avila Jr.
Title (Judge, Mayor, ED, City Manager, CFO)	Constable
Signature	
Date	04-28-15

This form is located at: http://www.txdps.state.tx.us/director_staff/saa/information_bulletins.htm

Hidalgo County Constables Pct.1 Fixed Asset Inventory List 2014

Dept. #	Asset #	#	Description	Serial #	Cost	Location
291-000	62431	10	3 LED LAMPS		$522.28	unit SG-01
291-000	62432	1	CENCON sapphire siren sys/Wcontrol		$704.03	unit SG-01
291-000	62433	1	Traffic Advisor rear window		$357.00	unit SG-01
291-000	62434	1	Whelen ION puch bumper W/4 lights		$560.00	unit SG-01
291-000	62435	1	Center Sliding Window		$412.22	unit SG-01
291-000	62436	1	Kustome RP-1 Radar		$2,140.00	unit SG-01
291-000	62437	1	Dual T rail mount 2 universal		$338.91	unit SG-01
291-000	62438	1	Enforcer ET and RR Camera		$3,768.05	unit SG-01
291-000		1				
291-000		1				
291-000		1				
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291-000		1				

Hidalgo County Constables Pct.1 Fixed Asset Inventory List 2014

#	Dept. #	Asset #	Qt.	Description	Serial #	Cost	Location
1	291-000	56201	1	1997 Blue Bus	1BAAGCSA6VF071371	$49,832.00	Office
2	291-000	33900	1	1998 Chevrolet Lumina	2G1WL52M6W9199299	$13,200.00	Office
3	291-000	39220	1	2003 Ford Crown Victoria	2FAFP71W43X158435	$21,114.92	Office
4	291-000	45625	1	2006 Ford Crown Victoria	2FAFP71W06X145055	$24,868.15	Greg Phillips
5	291-000	60609	1	1996 Landmark Truck Military	2301694	$67,139.00	Weslaco City Shop
6	291-000	42990	1	2005 Ford F150	1FTPW14575KC32194	$24,995.00	Pedro Escalon
7	291-000	48764	1	2009 Ford F150 Pick- Up Truck	1FTRW14879FA35530	$24,228.00	Julio Gonzales
8	291-000	48766	1	2009 Ford F150 Pick- Up Truck	1FTRW14829FA35533	$24,228.00	Diomar Galvan
9	291-000	48769	1	2009 Ford F150 Pick- Up Truck	1FTRW14899FA35531	$24,228.00	
10	291-000	52381	1	2011 Chev Silverado Crew Cab	3GCPKPEA8BG224540	$30,980.00	
11	291-000	52382	1	2011 Chev Silverado Crew Cab	3GCPKPEA0BG223625	$30,980.00	
12	291-000	52383	1	2011 Chev Silverado Crew Cab	3GCPKPEA4BG224695	$30,980.00	
13	291-000	52384	1	2011 Chev Silverado Crew Cab	3GCPKPEA6BG224651	$30,980.00	
14	291-000	56202	1	1993 Chev Pick- Up Truck	16CCS1475P0173304	$8,538.00	
15	291-000	56504	1	2002 Honda ATV	478TE25082A205235	$6,000.00	Office
16	291-000	56505	1	2005 Honda ATV	1HFTE250754410125	$14,000.00	Office
17	291-000	56506	1	2002 Honda ATV	478TE1508YA108250	$6,000.00	Office
18	291-000	51221	1	2010 Alley Cat II Recycle Trailer	1D9RP1811AB3880008	$9,999.58	Weslaco City Shop
19	291-000	60501	1	2013 Parker 7X12 Utility Trailer	13ZSA1211D1005350	$1,950.00	
20	291-000	43897	1	2002 Chevy Trail Blazer	1GNDS13S722378717	$22,803.91	Office
21	291-000	45624	1	2006 Ford Expedition	1FMPU15526LA67361	$25,055.36	Rolando Gonzales
22	291-000	55595	1	2007 SUV Hummer	114423NG3VHW	$34,735.00	Office
23	291-000	55596	1	2004 SUV Hummer	029212N2JHP8	$34,735.00	Office
24	291-000	55597	1	2007 SUV Hummer	054583NZ1HNZ	$34,735.00	Office
25	291-000	55737	1	2012 CHEV BLK Tahoe W/ LH Spotlight	1GNLC2E01CR313980	$42,454.94	Jose Espinosa

Hidalgo County Constables Pct.1 Fixed Asset Inventory List 2014

26	291-000	62173	1	2015 Ford Explorer S.G. 01	1FM5K8AFGA70468	$25,132.00	J.P. Suaceda

TEXAS DEPARTMENT OF PUBLIC SAFETY
TEXAS HOMELAND SECURITY STATE ADMINISTRATIVE AGENCY (THSSAA)

ANNUAL INVENTORY CONTROL REQUIREMENT

Name of Jurisdiction: Hidalgo County Constable Pct. 2	Date:

INSTRUCTIONS: Please initial on the left to certify each of the following statements. All four sections must be certified to be fully compliant. Please return completed document by June 30 to THSSAA monitoring at:
Fax-512-206-3137 or email SAAmonitoring@dps.texas.gov

I. Controlled and Capital Assets Acknowledgement

Initial here to certify:	My jurisdiction has listed all required homeland security grant funded assets on our local inventory in accordance with THSSAA information Bulletin No. 12-004. http://www.txdps.state.tx.us/director_staff/saa/documents/saa12-004.pdf

II. Tagging of Grant Funded Assets

Initial here to certify:	My jurisdiction has tagged all Homeland Security grant funded assets in accordance with THSSAA Information Bulletin No. 12-004 including the name of the jurisdiction and a unique identifying number.

III. Equipment Inventory Requirements

Initial here to certify:	My jurisdiction maintains a physical inventory of Homeland Security grant funded assets and captures the following information for all equipment in accordance with THSSAA Information Bulletin 12-004. A. Description of the asset B. Serial number or other identification number C. Source of the asset D. Who holds the title E. Acquisition date F. Cost of the asset G. Percentage of federal participation in the cost of the asset H. Location I. Use J. Condition of the Asset K. Any ultimate disposition data including the date of disposal and sale price L. Control or Inventory Number *(Reference: A-133 Compliance supplemental, 44 CFR 13.32, UGMS)*

IV. PHYSICAL INVENTORY RECONCILIATION

Initial here to certify:	My jurisdiction has completed a full physical inventory and reconciliation of assets within the last 24 months in accordance with regulations. Our last physical inventory was conducted: 12-2015

V. AUTHORIZED SIGNATURE(S)

Print Name of Jurisdiction/Organization	Hidalgo County Constable Pct. 2
Printed Name of Chief Elected Official, Chief Executive Officer, Or Chief Financial Officer	Armando Campos
Title (Judge, Mayor, ED, City Manager, CFO)	Chief Deputy Constable
Signature	
Date	

This form is located at: http://www.txdps.state.tx.us/director_staff/saa/information_bulletins.htm

EXHIBIT "F"

CITY NAME
2012 STONEGARDEN GRANT – PROPERTY ACQUISITION FORM
GRANT #EMW-2012-SS-00018-S01

Description	Tag ID#	Serial or ID#	Source of Property	Title Owner	Acquisition Date	Cost	% of Federal/State Participation in Cost of Property	Location	Use & Condition Of Property	Disposal Date	Price Sold
2010 Tahoe	52566	1GNMCAE05AR231696	2012 Stonegarden Grant	Hidalgo County	9/28/2010	39,046.00	100%	300 W. Hall Acres Ste. E Pharr, Tx	New		
2010 Tahoe	52567	1GNMCA03AR239352	2012 Stonegarden Grant	Hidalgo County	9/28/2010	39,046.00	100%	300 W. Hall Acres Ste. E Pharr, Tx	New		

To be submitted monthly with attached photos of all equipment showing ID tags

EXHIBIT "F"

CITY NAME
2013 STONEGARDEN GRANT – PROPERTY ACQUISITION FORM
GRANT #EMW-2013-SS-00045

Description	Tag ID#	Serial or ID#	Source of Property	Title Owner	Acquisition Date	Cost	% of Federal/State Participation in Cost of Property	Location	Use & Condition Of Property	Disposal Date	Price Sold
2009 Tahoe	61591	1GNEC03009R249911	2013 Stonegarden Grant	Hidalgo County	6/17/2014	10,000.00	100%	300 W. Hall Acres Ste. E Pharr, Texas	Used		
2009 Tahoe	61592	1GNEC03089R254905	2013 Stonegarden Grant	Hidalgo County	6/17/2014	10,000.00	100%	300 W. Hall Acres Ste. E Pharr, Texas	Used		

TEXAS DEPARTMENT OF PUBLIC SAFETY
TEXAS HOMELAND SECURITY STATE ADMINISTRATIVE AGENCY (THSSAA)

ANNUAL INVENTORY CONTROL REQUIREMENT

Name of Jurisdiction:	Date:

INSTRUCTIONS: Please initial on the left to certify each of the following statements. All four sections must be certified to be fully compliant. Please return completed document by June 30 to THSSAA monitoring at:
Fax-512-206-3137 or email SAAmonitoring@dps.texas.gov

I. Controlled and Capital Assets Acknowledgement

Initial here to certify: LL	My jurisdiction has listed all required homeland security grant funded assets on our local inventory in accordance with THSSAA information Bulletin No. 12-004. http://www.txdps.state.tx.us/director_staff/saa/documents/saa12-004.pdf

II. Tagging of Grant Funded Assets

Initial here to certify: LL	My jurisdiction has tagged all Homeland Security grant funded assets in accordance with THSSAA Information Bulletin No. 12-004 including the name of the jurisdiction and a unique identifying number.

III. Equipment Inventory Requirements

Initial here to certify: LL	My jurisdiction maintains a physical inventory of Homeland Security grant funded assets and captures the following information for all equipment in accordance with THSSAA Information Bulletin 12-004. A. Description of the asset B. Serial number or other identification number C. Source of the asset D. Who holds the title E. Acquisition date F. Cost of the asset G. Percentage of federal participation in the cost of the asset H. Location I. Use J. Condition of the Asset K. Any ultimate disposition data including the date of disposal and sale price L. Control or Inventory Number *(Reference: A-133 Compliance supplemental, 44 CFR 13.32, UGMS)*

IV. PHYSICAL INVENTORY RECONCILIATION

Initial here to certify: LL	My jurisdiction has completed a full physical inventory and reconciliation of assets within the last 24 months in accordance with regulations. Our last physical inventory was conducted: _____

V. AUTHORIZED SIGNATURE(S)

Print Name of Jurisdiction/Organization	Hidalgo County Constable Pct. 3
Printed Name of Chief Elected Official, Chief Executive Officer, Or Chief Financial Officer	Lazaro Gallardo, Jr.
Title (Judge, Mayor, ED, City Manager, CFO)	Constable
Signature	Lazaro Gallardo Jr.
Date	April 28, 2015

This form is located at: http://www.txdps.state.tx.us/director_staff/saa/information_bulletins.htm

TEXAS DEPARTMENT OF PUBLIC SAFETY
TEXAS HOMELAND SECURITY STATE ADMINISTRATIVE AGENCY (THSSAA)

ANNUAL INVENTORY CONTROL REQUIREMENT

Name of Jurisdiction: Hidalgo County Constable Pct 4	Date: 4/10/15

INSTRUCTIONS: Please initial on the left to certify each of the following statements. All four sections must be certified to be fully compliant. Please return completed document by June 30 to THSSAA monitoring at:
Fax-512-206-3137 or email SAAmonitoring@dps.texas.gov

I. Controlled and Capital Assets Acknowledgement

Initial here to certify:	My jurisdiction has listed all required homeland security grant funded assets on our local inventory in accordance with THSSAA information Bulletin No. 12-004. http://www.txdps.state.tx.us/director_staff/saa/documents/saa12-004.pdf

II. Tagging of Grant Funded Assets

Initial here to certify:	My jurisdiction has tagged all Homeland Security grant funded assets in accordance with THSSAA Information Bulletin No. 12-004 including the name of the jurisdiction and a unique identifying number.

III. Equipment Inventory Requirements

Initial here to certify:	My jurisdiction maintains a physical inventory of Homeland Security grant funded assets and captures the following information for all equipment in accordance with THSSAA Information Bulletin 12-004. A. Description of the asset B. Serial number or other identification number C. Source of the asset D. Who holds the title E. Acquisition date F. Cost of the asset G. Percentage of federal participation in the cost of the asset H. Location I. Use J. Condition of the Asset K. Any ultimate disposition data including the date of disposal and sale price L. Control or Inventory Number *(Reference: A-133 Compliance supplemental, 44 CFR 13.32, UGMS)*

IV. PHYSICAL INVENTORY RECONCILIATION

Initial here to certify:	My jurisdiction has completed a full physical inventory and reconciliation of assets within the last 24 months in accordance with regulations. Our last physical inventory was conducted: 4/10/15

V. AUTHORIZED SIGNATURE(S)

Print Name of Jurisdiction/Organization	Hidalgo County Constables Pct. 4
Printed Name of Chief Elected Official, Chief Executive Officer, Or Chief Financial Officer	Atanacio "J.R." Garcia
Title (Judge, Mayor, ED, City Manager, CFO)	Constable
Signature	Chief Deputy
Date	4-10-15

This form is located at: http://www.txdps.state.tx.us/director_staff/saa/information_bulletins.htm

EXHIBIT "F"

CITY NAME Hidalgo County Constable's Office Precinct 4
2013 STONEGARDEN GRANT - PROPERTY ACQUISITION FORM
GRANT #EMW-2013-SS-00045

Description	Tag ID#	Serial or ID#	Source of Property	Title Owner	Acquisition Date	Cost	% of Federal/ State Participation in Cost of Property	Location	Use & Condition of Property	Disposal Date	Price Sold
2014 Dodge Ram 1500 Crew Cab 4x4	62381	Last 4 VIN:8144	2013 OPSG	HIDALGO CO.	8/25/2014	22,570.00	100%	PCT. 4 CONST	NEW	N/A	
WATCHGUARD VIDEO SYSTEM	62439		2013 OPSG	HIDALGO CO.	2/23/2015	$5,031.60	100%	PCT. 4 CONST	NEW	N/A	
STALKER RADAR	62388	DI029750	2013 OPSG	HIDALGO CO.	8/25/2014	$2,647.04	100%	PCT. 4 CONST	NEW	N/A	
2008 Ford F-150 SuperCab 4x4	62581	Last 4 VIN: 3907	2013 OPSG	HIDALGO CO.	9/23/2014	$8,800.00	100%	PCT. 4 CONST	USED	N/A	
WATCHGUARD VIDEO SYSTEM	62440		2013 OPSG	HIDALGO CO.	2/23/2015	$5,031.60	100%	PCT. 4 CONST	NEW	N/A	
STALKER RADAR	62582	DC095220	2013 OPSG	HIDALGO CO.		$350.00	100%	PCT. 4 CONST	USED	N/A	

To be submitted monthly with attached photos of all equipment showing ID tags.

AI-50194 **County Treasurer** **7. A.**

CC - REGULAR

Meeting Date: 06/23/2015

Submitted For: Norma Garcia, TREASURER'S OFFICE

Submitted By: Fred Zamarripa, TREASURER'S OFFICE

Department: TREASURER'S OFFICE

Information

CAPTION

Approval for Amendment to Interlocal Cooperation Agreement Between Hidalgo County Drainage District No. 1 and Hidalgo County as it relates to District Payroll Services for District Employees.

BACKGROUND

Fiscal Impact

Attachments

Amendment
Revised Amendment
legal
legal

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	06/18/2015 02:53 PM
Glinda Pacheco	Glinda Pacheco	06/19/2015 02:18 PM
Purchasing Department	Monica Badillo	06/19/2015 05:54 PM

Form Started By: Fred Zamarripa Started On: 06/18/2015 02:39 PM

Final Approval Date: 06/19/2015

STATE OF TEXAS

COUNTY OF HIDALGO

AMENDMENT TO INTERLOCAL COOPERATION AGREEMENT BETWEEN HIDALGO COUNTY DRAINAGE DISTRICT NO. 1 AND HIDALGO COUNTY

This AMENDMENT to the INTERLOCAL AGREEMENT is made this 23rd day of June, 2015 by and between HIDALGO COUNTY DRAINAGE DISTRICT NO. 1 (the "District") and HIDALGO COUNTY (the "County").

WHEREAS, District and County entered into an Inter-local Agreement dated January 17, 2006 (the "Agreement") whereby the County agreed to provide certain administrative and support services to District (the "Work");

WHEREAS, the District has determined the need for District Employee Payroll Service and Related Payroll Service;

WHEREAS, the County has the ability to provide Payroll Service through and related services to District.

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, District and County hereby agree to the following amendment to the Agreement.

1. Subparagraph I shall be added to numbered Paragraph 1 of the Agreement to read as follows:

   1. The County shall provide the District Payroll Service for District Employees and related payroll service by means the County Treasurer's Office.

2. Except as modified herein, all terms and conditions of the Contract, as amended, remain in full force and effect and District and County ratify and confirm the terms and provisions of the Agreement as amended.

EXECUTED IN DUPLICATE ORIGINALS and effective as of the day and year first written above.

Hidalgo County Drainage District No. 1

_____

Ramon Garcia, Chairman of the Board

Hidalgo County

_____

Ramon Garcia, County Judge

ATTEST:

_____

Arturo Guajardo, Jr., County Clerk

APPROVED AS TO FORM:
Atlas, Hall & Rodriguez, L.L.P.

BY: _____

EXHIBIT “A”

INTERLOCAL COOPERATION AGREEMENT

SCHEDULE OF PAYMENTS

The District agrees to pay County monthly and in advance:

1. For performing the duties set forth in numbered Paragraph 1 under this Agreement the sum of $25,000.00 annually ($2,083.33 monthly).

2. For providing Additional Services referred to in numbered Paragraph 2 of this Agreement, an amount to be determined by mutual consent of the County and District.

STATE OF TEXAS §
§
COUNTY OF HIDALGO §

INTERLOCAL COOPERATION AGREEMENT
BETWEEN HIDALGO COUNTY DRAINAGE DISTRICT NO. 1
AND HIDALGO COUNTY

THIS AGREEMENT is made on this the 17th day of January, 2006 by and between **HIDALGO COUNTY DRAINAGE DISTRICT NO. 1,** hereinafter referred to as "District", and **HIDALGO COUNTY**, hereinafter referred to as "County", pursuant to the provisions of the Texas Interlocal Cooperation Act, as follows:

WITNESSETH:

WHEREAS, District currently utilizes the administrative services of County for expediency and efficiency;

WHEREAS, the parties hereto have determined it is beneficial to both parties to continue this relationship and that the compensation to County hereunder is reasonable for the services provided by County to District; and

WHEREAS, District and County are authorized to enter into this Agreement pursuant to the Interlocal Cooperation Act, Texas Government Code 791.001 et seq., (the "Act") which authorizes local governments to contract with each other to perform governmental functions and services under the terms of the Act.

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

1. **Duties of County.** County agrees to perform the following services for District:

   A. County shall provide District upon request, availability of prior years accounting information and records.

   B. The County Treasurer shall provide District upon request, availability of prior years payroll information and records.

   C. The County Purchasing Department shall provide District upon request, buyer assistance, availability of prior years procurement services and equipment surplus services including but not limited to inventory and auction service information and records.

   D. The County shall provide Financial Budget Office support services and administrative component services including but not limited to prior years

Worker's Compensation, Risk and Safety and Health Insurance information and records.

E. The County shall assist the District if requested by the District, in preparation of documents including, but not limited to, resolutions, reports, agendas, and meeting notices as may be necessary for the District's Board of Directors to conduct the District's affairs.

F. The County shall make available Civil Service Commission for use by employees of the Drainage District.

G. Upon request of the District, the County shall obtain proposals for and evaluate and maintain in full force and effect, at the District's expense, health insurance coverage for the District.

H. The County's Information Technology (IT) personnel shall provide the District with computer services including but not limited to District's use of the County's computer system.

2. **Additional Services**. County may, upon request by the District, provide any additional services upon such terms and conditions as may be mutually agreed to between District and County.

3. **Term of Agreement**. Unless termination occurs under the provisions of Paragraph 5.C of this Agreement, the term of this Agreement shall be one (1) year from the date hereof. This Agreement shall automatically renew for additional one (1) year periods unless prior to any anniversary date hereof, any party notifies the other in writing at least ninety (90) days prior to any such anniversary date of such party's termination of this Agreement on the next occurring anniversary date.

4. **Compensation of County**. County shall be entitled to payment for services performed in the administration of this Agreement. Such payment shall be in accordance with the schedule hereto attached as Exhibit "A", which payments shall be made by the District within five (5) business days after receipt by the District of County's statement setting forth the amount due. If County fails to receive such payments within ten (10) business days after transmittal of such statement to District, then County shall have the right to offset any such amounts due against funds to be transmitted to District.

5. **Miscellaneous.**

A. This Agreement may be modified or amended only by agreement in writing executed by the District and County, and not otherwise.

B. This Agreement, including any exhibit attached hereto, constitutes the entire agreement and understanding between the parties hereto and

supersedes any prior agreement or understanding relating to the subject matter of this Agreement.

C. Except as elsewhere provided herein, this Agreement is not assignable by either County or District, in whole or in part. Notwithstanding anything to the contrary herein, the District may, upon ninety (90) days written notice to County, terminate this Agreement upon County's negligence or willful misconduct in the administration of its duties under this Agreement.

D. The parties hereto each represent and warrant to the other that it has full right and authority to enter into this Agreement and to perform its obligations hereunder and that all actions required by law to be taken by each party as a condition precedent to the valid execution of this Agreement have been taken, and assuming due authorization, execution and delivery by the parties hereto, this Agreement constitutes a legal, valid and binding obligation of the parties enforceable in accordance with its terms.

E. This Agreement may be executed in counterparts, each of which shall be deemed to be an original, and such counterparts shall constitute one and the same instrument.

F. County shall at all times be deemed an independent contractor with the District and this Agreement shall not be deemed to constitute the County as a partner or joint venture with District.

G. Nothing herein contained shall be construed as prohibiting County from entering into agreements with other parties, which agreements are similar in nature or which contemplate activities similar to this Agreement.

H. **Notice**. Addresses for all notices, requests, demands or other documents which may be required to be given or delivered in accordance with the Agreement are as follows:

District: Hidalgo County Drainage District No. 1
902 N. Doolittle Road
Edinburg, Texas 78539

County: Hidalgo County, Texas
Attn: County Judge
100 E. Cano, 2nd Floor
Edinburg, Texas 78539

I. **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.

J. **Severability**. Should any phrase, clause, sentence or section of this Agreement be judicially declared to be invalid, unenforceable or void, such decision will not have the effect of invalidating or voiding the remainder of this Agreement, and such part of this Agreement will be deemed to have been stricken herefrom and the remainder of this Agreement will have the same force and effect as if such part or parts had never been included herein.

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

L. **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.

M. **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.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the day and year first written above.

HIDALGO COUNTY, TEXAS

APPROVED BY
COMMISSIONERS' COURT

ON: JAN 17 2006

Ramon Garcia, County Judge

ATTEST:

Eddy Trevino County Clerk

HIDALGO COUNTY
DRAINAGE DISTRICT NO.1

By: _____
Printed Name: Godfrey Garcia Jr
Title: Dist. Mgr.

APPROVED AS TO FORM:

Atlas & Hall, L.L.P.

By: _____
Stephen L. Crain

EXHIBIT "A"

INTERLOCAL COOPERATION AGREEMENT

SCHEDULE OF PAYMENTS

The District agrees to pay County monthly and in advance:

1. For performing the duties set forth in numbered paragraph 1 under this Agreement the sum of $25,000.00 annually ($2,083.33 monthly).

2. For providing Additional Services referred to in numbered paragraph 2 of this Agreement, an amount to be determined by mutual consent of the County and District.

STATE OF TEXAS

COUNTY OF HIDALGO

AMENDMENT TO INTERLOCAL COOPERATION AGREEMENT BETWEEN HIDALGO COUNTY DRAINAGE DISTRICT NO. 1 AND HIDALGO COUNTY

This AMENDMENT to the INTERLOCAL AGREEMENT is made this 23rd day of June, 2015 by and between HIDALGO COUNTY DRAINAGE DISTRICT NO. 1 (the "District") and HIDALGO COUNTY (the "County").

WHEREAS, District and County entered into an Inter-local Agreement dated January 17, 2006 (the "Agreement") whereby the County agreed to provide certain administrative and support services to District (the "Work");

WHEREAS, upon request by the District, the County may provide additional services upon such terms and conditions as may be mutually agreed to between District and County;

WHEREAS, the District has determined the need for District Employee Payroll Service and Related Payroll Services, and herein request these additional services be provided;

NOW THEREFORE, for and in consideration of the terms and provisions set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and attached herein as Exhibit "A", District and County hereby agree to the following amendment to the Agreement.

1. Subparagraph (I) shall be added to numbered Paragraph 1 of the Agreement to read as follows:

   "I. The County shall provide the District Payroll Service for District Employees, and related payroll services by and through the Hidalgo County Treasurer's Office."

2. Except as modified herein, all terms and conditions of the Contract, as amended, remain in full force and effect and District and County ratify and confirm the terms and provisions of the Agreement as amended.

EXECUTED IN DUPLICATE ORIGINALS and effective as of the day and year first written above.

Hidalgo County Drainage District No. 1

_____
Raul Sesin, District General Manager

County of Hidalgo County

_____
Ramon Garcia, County Judge

ATTEST:

_____
Arturo Guajardo, Jr., County Clerk

APPROVED AS TO FORM:

Office of Criminal District Attorney
Ricardo Rodriguez, Jr.

By: _____
Victor M. Garza, Assistant District Attorney

EXHIBIT “A”

AMENDMENT TO INTERLOCAL COOPERATION AGREEMENT

SCHEDULE OF PAYMENTS

The District agrees to pay County monthly and in advance:

1. For performing the duties set forth in numbered Paragraph 1. I. under this Agreement the sum of $25,000.00 annually ($2,083.33 monthly).

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

RE: CC agenda item AI-50194

From : Steve Crain <scrain@atlashall.com> Tue, Jun 23, 2015 07:39 AM
Subject : RE: CC agenda item AI-50194
To : 'Monica Badillo' <monica.badillo@co.hidalgo.tx.us>

The amendment is OK.

From: Monica Badillo [mailto:monica.badillo@co.hidalgo.tx.us]
Sent: Monday, June 22, 2015 4:38 PM
To: Steve Crain
Cc: Valde Guerra
Subject: Re: CC agenda item AI-50194

Hi Steve,
The Treasurer's Office placed this on the agenda for tomorrow and asked the DA's to review. Can you review this and advise if acceptable or if any changes need to be made.

Thanks,

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

From: "Victor M. Garza" <victor.garza@da.co.hidalgo.tx.us>
To: "Monica Badillo" <monica.badillo@co.hidalgo.tx.us>
Cc: "Valde Guerra" <valde.guerra@co.hidalgo.tx.us>
Sent: Monday, June 22, 2015 2:44:08 PM
Subject: CC agenda item AI-50194

Monica,

Please see attached revised amendment. Please let me know if you have any questions.

Victor M. Garza
Assistant District Attorney
Civil Division
Office of the Criminal District Attorney
Hidalgo County, Texas
100 N. Closner RM 303
Edinburg, Texas 78539
(956) 318-2313 EXT. 3827
(956) 318-2079 FAX
victor.garza@da.co.hidalgo.tx.us

****
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****

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

CC agenda item AI-50194

From : Victor M. Garza <victor.garza@da.co.hidalgo.tx.us> Mon, Jun 22, 2015 02:44 PM
Subject : CC agenda item AI-50194 1 attachment
To : 'Monica Badillo' <monica.badillo@co.hidalgo.tx.us>
Cc : 'Valde Guerra' <valde.guerra@co.hidalgo.tx.us>
Reply To : victor garza <victor.garza@da.co.hidalgo.tx.us>

Monica,

Please see attached revised amendment. Please let me know if you have any questions.

Victor M. Garza
Assistant District Attorney
Civil Division
Office of the Criminal District Attorney
Hidalgo County, Texas
100 N. Closner RM 303
Edinburg, Texas 78539
(956) 318-2313 EXT. 3827
(956) 318-2079 FAX
victor.garza@da.co.hidalgo.tx.us

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****

06-16-2015 Interlocal for Payroll Services. REVISED.docx
15 KB

AI-50060 **Constables** **8. A.**

CC - REGULAR

Meeting Date: 06/23/2015

Submitted For: Constable Celestino Avila, Jr., CONSTABLE PCT. #1

Submitted By: Joe Espinoza, CONSTABLE PCT. #1

Department: CONSTABLE PCT. #1

Information

CAPTION

Constable Pct. #1:
Discussion, consideration, and approval to appoint Jorge A. Salazar as Deputy Constable by Constable Celestino Avila, Constable Precinct 1 in accordance with Texas Local Government Code Section 86.011

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2015 **ACCT. #:** 5-1100-421-00-291-001-0-XXX

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

BUDGETARY IMPACT:

Monies budgeted within position 291-001 Slot #0005.

Attachments

LGC

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	06/09/2015 04:51 PM
Purchasing Department	Monica Badillo	06/19/2015 05:54 PM
Form Started By: Joe Espinoza		Started On: 06/09/2015 10:23 AM
Final Approval Date: 06/19/2015		

LOCAL GOVERNMENT CODE

TITLE 3. ORGANIZATION OF COUNTY GOVERNMENT

SUBTITLE B. COMMISSIONERS COURT AND COUNTY OFFICERS

CHAPTER 86. CONSTABLE

SUBCHAPTER A. GENERAL PROVISIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Chapter 66, Civil Practice and Remedies Code.

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

Added by Acts 1997, 75th Leg., ch. 884, Sec. 3, eff. Jan. 1, 1998. Amended by Acts 1999, 76th Leg., ch. 877, Sec. 1, eff. Aug. 30, 1999; Acts 2001, 77th Leg., ch. 1420, Sec. 14.821, eff. Sept. 1, 2001.

Amended by:

Acts 2005, 79th Leg., Ch. 954 (H.B. 1588), Sec. 1, eff. June 18, 2005.

Sec. 86.003. NEW BOND; REMOVAL. (a) If any of the sureties of a constable dies, permanently moves from this state, becomes insolvent, or is released from liability as provided by law or if the commissioners court determines that the bond of the constable is insufficient, the court shall issue a citation that requires the constable to appear at a time set in the citation, after the 10th day but on or before the 30th day after the date the citation is issued, in order to execute a new bond with good and sufficient surety.

(b) If the constable neglects or refuses to appear to execute the bond at the designated time, the constable shall cease to perform the duties of the office and shall be removed from office by the judge of the district court in the manner provided by law for the removal of county officers.

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

SUBCHAPTER B. DEPUTIES

Sec. 86.011. APPOINTMENT OF DEPUTY CONSTABLE. (a) An elected constable who desires to appoint a deputy must apply in writing to the commissioners court of the county and show that it is necessary to appoint a deputy in order to properly handle the business of the constable's office that originates in the constable's precinct. The application must state the name of the proposed deputy. The commissioners court shall approve and confirm

the appointment of the deputy only if the commissioners court determines that the constable needs a deputy to handle the business originating in the precinct.

(b) Each deputy constable must qualify in the manner provided for deputy sheriffs.

(c) The constable is responsible for the official acts of each deputy of the constable. The constable may require a deputy to post a bond or security. A constable may exercise any remedy against a deputy or the deputy's surety that a person may exercise against the constable or the constable's surety.

(d) A person commits an offense if the person:

(1) serves as a deputy constable and the person has not been appointed as provided by Subsection (a); or

(2) is a constable and issues a deputyship without the consent and approval of the commissioners court.

(e) An offense under Subsection (d) is punishable by a fine of not less than $50 or more than $1,000.

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

Sec. 86.012. RESERVE DEPUTY CONSTABLES. (a) The commissioners court of a county may authorize a constable of the county to appoint reserve deputy constables. The commissioners court may limit the number of reserve deputy constables that a constable may appoint.

(b) A reserve deputy constable serves at the discretion of the constable and may be called into service at any time that the constable considers it necessary to have additional officers to preserve the peace and enforce the law. The constable may authorize a reserve deputy constable who is a peace officer as described by Article 2.12, Code of Criminal Procedure, to carry a weapon or act as a peace officer at all times, regardless of whether the reserve deputy constable is engaged in the actual discharge of official duties, or may limit the authority of the reserve deputy constable to carry a weapon or act as a peace officer to only those times during which the reserve deputy constable is engaged in the actual discharge of official duties. A reserve deputy constable who is not a peace officer as described by

Article 2.12, Code of Criminal Procedure, may act as a peace officer only during the actual discharge of official duties. A reserve deputy constable, regardless of whether the reserve deputy constable is a peace officer as described by Article 2.12, Code of Criminal Procedure, is not:

(1) eligible for participation in any program provided by the county that is normally considered a financial benefit of full-time employment or for any pension fund created by statute for the benefit of full-time paid peace officers; or

(2) exempt from Chapter 1702, Occupations Code.

(c) Except as provided by Subsection (c-1), a reserve deputy constable must take the official oath and must execute a bond in the amount of $2,000, payable to the constable. The oath and bond must be filed with the county clerk of the county in which the appointment is made. The oath and bond must be given before the reserve deputy constable's entry on duty and simultaneously with the officer's appointment.

(c-1) If a constable appoints more than one reserve deputy constable, the constable may execute a blanket surety bond to cover the reserve deputy constables. Instead of a reserve deputy constable executing an individual bond under Subsection (c) or the constable executing a blanket surety bond, the county may self-insure against losses that would have been covered by the bond.

(d) While actively engaged in an assigned duty at the call of the constable, a reserve deputy constable is vested with the same rights, privileges, and duties of any other peace officer in this state.

(e) The county and the constable do not incur any liability by reason of the appointment of a reserve deputy constable if the reserve deputy constable incurs a personal injury while serving in that capacity.

Acts 1987, 70th Leg., ch. 149, Sec. 1, eff. Sept. 1, 1987. Amended by Acts 1999, 76th Leg., ch. 90, Sec. 3, eff. Sept. 1, 1999; Acts 2001, 77th Leg., ch. 1420, Sec. 14.822, eff. Sept. 1, 2001.
Amended by:

Acts 2011, 82nd Leg., R.S., Ch. 261 (H.B. 1241), Sec. 1, eff. June 17, 2011.

AI-50077 **Constables** **8. B.**

CC - REGULAR

Meeting Date: 06/23/2015

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

Department: CONSTABLE PCT. #2

Information

CAPTION

Constable Pct. 2:
Discussion, consideration and approval to appoint Armando Garza as Reserve Deputy Constable by Martin Cantu, Constable Pct. 2 in accordance with Texas Local Government Code Section 86.012.

BACKGROUND

Sec. 86.012 RESERVE DEPUTY CONSTABLES (a) The Commissioners court of county may authorize a constable of the county to appoint reserve deputy constables. The Commissioners court may limit the number of reserve deputy may appoint.

Fiscal Impact

FISCAL YEAR: 2015 **ACCT. #:**

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

BUDGETARY IMPACT:

Reserve Deputies are not part of County Payroll. No funds required for this request.

Attachments

Local Goverment Code

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	06/11/2015 01:49 PM
Purchasing Department	Monica Badillo	06/19/2015 05:54 PM

Form Started By: Roxanne De La Cruz Started On: 06/11/2015 11:28 AM

Final Approval Date: 06/19/2015

LOCAL GOVERNMENT CODE

CHAPTER 86. CONSTABLE

SUBCHAPTER A. GENERAL PROVISIONS

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

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

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

(b) A person who is elected constable must also take and sign the constitutional oath of office. The oath shall be endorsed

on the bond, together with the certificate of the officer who administers the oath. The bond and oath must be deposited and recorded in the office of the clerk of the county court.

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

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

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

Acts 1987, 70th Leg., ch. 149, § 1, eff. Sept. 1, 1987. Amended by Acts 1995, 74th Leg., ch. 683, § 1, eff. Aug. 28, 1995; Acts 2005, 79th Leg., ch. 1094, § 18, eff. Sept. 1, 2005.

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

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

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

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

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

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

(b) On or before the 270th day after the date a constable takes office, the constable shall provide, to the commissioners court of the county in which the constable serves, evidence that the
constable has been issued a permanent peace officer license under Chapter 1701, Occupations Code. A constable who fails to provide evidence of licensure under this subsection or who fails to maintain a permanent license while serving in office forfeits the office and is subject to removal in a quo warranto proceeding under Chapter 66, Civil Practice and Remedies Code.

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

Added by Acts 1997, 75th Leg., ch. 884, § 3, eff. Jan. 1, 1998. Amended by Acts 1999, 76th Leg., ch. 877, § 1, eff. Aug. 30, 1999; Acts 2001, 77th Leg., ch. 1420, § 14.821, eff. Sept. 1, 2001; Acts 2005, 79th Leg., ch. 954, § 1, eff. June 18, 2005.

§ 86.003. NEW BOND; REMOVAL. (a) If any of the sureties of a constable dies, permanently moves from this state, becomes insolvent, or is released from liability as provided by law or if the commissioners court determines that the bond of the constable is insufficient, the court shall issue a citation that requires the constable to appear at a time set in the citation, after the 10th day but on or before the 30th day after the date the citation is issued, in order to execute a new bond with good and sufficient surety.

(b) If the constable neglects or refuses to appear to execute the bond at the designated time, the constable shall cease to perform the duties of the office and shall be removed from office

by the judge of the district court in the manner provided by law for
the removal of county officers.

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

SUBCHAPTER B. DEPUTIES

§ 86.011. APPOINTMENT OF DEPUTY CONSTABLE. (a) An elected constable who desires to appoint a deputy must apply in writing to the commissioners court of the county and show that it is necessary to appoint a deputy in order to properly handle the business of the constable's office that originates in the constable's precinct. The application must state the name of the proposed deputy. The commissioners court shall approve and confirm the appointment of the deputy only if the commissioners court determines that the constable needs a deputy to handle the business originating in the precinct.

(b) Each deputy constable must qualify in the manner provided for deputy sheriffs.

(c) The constable is responsible for the official acts of each deputy of the constable. The constable may require a deputy to post a bond or security. A constable may exercise any remedy against a deputy or the deputy's surety that a person may exercise against the constable or the constable's surety.

(d) A person commits an offense if the person:

(1) serves as a deputy constable and the person has not been appointed as provided by Subsection (a); or

(2) is a constable and issues a deputyship without the

consent and approval of the commissioners court.

(e) An offense under Subsection (d) is punishable by a fine of not less than $50 or more than $1,000.

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

§ 86.012. RESERVE DEPUTY CONSTABLES. (a) The commissioners court of a county may authorize a constable of the county to appoint reserve deputy constables. The commissioners court may limit the number of reserve deputy constables that a constable may appoint.

(b) A reserve deputy constable serves at the discretion of the constable and may be called into service at any time that the constable considers it necessary to have additional officers to preserve the peace and enforce the law. The constable may authorize a reserve deputy constable who is a peace officer as described by Article 2.12, Code of Criminal Procedure, to carry a weapon or act as a peace officer at all times, regardless of whether the reserve deputy constable is engaged in the actual discharge of official duties, or may limit the authority of the reserve deputy constable to carry a weapon or act as a peace officer to only those times during which the reserve deputy constable is engaged in the actual discharge of official duties. A reserve deputy constable who is not a peace officer as described by Article 2.12, Code of Criminal Procedure, may act as a peace officer only during the actual discharge of official duties. A reserve deputy constable, regardless of whether the reserve deputy constable is a peace officer as described by Article 2.12, Code of Criminal Procedure, is not:

(1) eligible for participation in any program provided by the county that is normally considered a financial benefit of

full-time employment or for any pension fund created by statute for the benefit of full-time paid peace officers; or

(2) exempt from Chapter 1702, Occupations Code.

(c) A reserve deputy constable must take the official oath and must execute a bond in the amount of $2,000, payable to the constable. The oath and bond must be filed with the county clerk of the county in which the appointment is made. The oath and bond must be given before the reserve deputy constable's entry on duty and simultaneously with the officer's appointment.

(d) While actively engaged in an assigned duty at the call of the constable, a reserve deputy constable is vested with the same rights, privileges, and duties of any other peace officer in this state.

(e) The county and the constable do not incur any liability by reason of the appointment of a reserve deputy constable if the reserve deputy constable incurs a personal injury while serving in that capacity.

Acts 1987, 70th Leg., ch. 149, § 1, eff. Sept. 1, 1987. Amended by Acts 1999, 76th Leg., ch. 90, § 3, eff. Sept. 1, 1999; Acts 2001, 77th Leg., ch. 1420, § 14.822, eff. Sept. 1, 2001.

SUBCHAPTER C. POWERS AND DUTIES

§ 86.021. GENERAL POWERS AND DUTIES. (a) A constable shall execute and return as provided by law each process, warrant, and precept that is directed to the constable and is delivered by a lawful officer. Notices required by Section 24.005, Property Code, relating to eviction actions are process for purposes of this section that may be executed by a constable.

(b) A constable may execute any civil or criminal process throughout the county in which the constable's precinct is located and in other locations as provided by the Code of Criminal Procedure
or by any other law.

(c) A constable expressly authorized by statute to perform an act or service, including the service of civil or criminal process, citation, notice, warrant, subpoena, or writ, may perform the act or service anywhere in the county in which the constable's precinct is located.

(d) Regardless of the Texas Rules of Civil Procedure, all civil process may be served by a constable in the constable's county
or in a county contiguous to the constable's county, except that a constable who is a party to or interested in the outcome of a suit may not serve any process related to the suit.

(e) The constable shall attend each justice court held in the precinct.

Acts 1987, 70th Leg., ch. 149, § 1, eff. Sept. 1, 1987. Amended by Acts 1989, 71st Leg., ch. 1, § 13(a), eff. Aug. 28, 1989; Acts 1997, 75th Leg., ch. 884, § 1, eff. Jan. 1, 1998.

§ 86.022. POWER TO SUMMON RESIDENT ASSISTANCE. (a) If a constable encounters resistance in the execution of any lawful process or in the arrest of an offender, the constable may call for assistance any resident of the county who is convenient.

(b) A person who fails or refuses to obey a call for assistance may, on the motion of the constable, be fined by a justice of the peace in the manner provided for contempt. The amount of the fine may not exceed $10. The person who is accused of
not providing assistance must be given three days' notice of the motion.

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

§ 86.023. COLLECTION LIABILITY. If, for collection, a constable receives a bond, bill, note, or account from any person and the constable gives a receipt in an official capacity for the instrument or account, the constable and the constable's sureties are liable under the constable's bond for the amount collected if the constable fails to pay the amount on demand to the person for whom the constable made the collection.

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

§ 86.024. FAILURE TO EXECUTE PROCESS. (a) If a constable fails or refuses to execute and return according to law a process, warrant, or precept that is lawfully directed and delivered to the constable, the constable shall be fined for contempt before the court that issued the process, warrant, or precept on the motion of the person injured by the failure or refusal.

(b) The fine shall be set at not less than $10 or more than $100, with costs. The fine shall be for the benefit of the injured person. The constable must be given 10 days' notice of the motion.

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

§ 86.025. UNFINISHED BUSINESS. If a constable vacates the office for any reason, all unfinished business shall be transferred to the succeeding constable and completed in the same manner as if the successor had begun the business.

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

AI-50078 **Tax Office** **9. A.**

CC - REGULAR

Meeting Date: 06/23/2015

Submitted For: Edgar Jaramillo, TAX OFFICE

Submitted By: Edgar Jaramillo, TAX OFFICE

Department: TAX OFFICE

Information

CAPTION

Discussion, consideration, and approval to execute an inter-local agreement between the County of Hidalgo and the City of La Joya for implementation of scofflaw procedures and processes for vehicle registration denial services.

BACKGROUND

The purpose of this Agreement is to state the terms and conditions under which the County Tax Assessor-Collector may refuse to register certain motor vehicles when the County Tax Assessor-Collector receives information from the City that the owner of the vehicle has an outstanding warrant for failure to appear for failure to pay a fine on a complaint that involves a violation of a traffic law as defined by Texas Transportation Code Section 702.001(3).

Fiscal Impact

Attachments

Legal Approval letter
Service Agreement
Resolution
City of La Joya Scofflaw Contract
Transportation Code
City of La Joya Authorized Signatures

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	06/11/2015 01:50 PM
Glinda Pacheco	Glinda Pacheco	06/15/2015 03:34 PM
Purchasing Department	Monica Badillo	06/19/2015 05:54 PM
Form Started By: Edgar Jaramillo		Started On: 06/11/2015 12:27 PM

Final Approval Date: 06/19/2015

Santos Castilleja

From: Jorge Ortegon [jorge.ortegon@da.co.hidalgo.tx.us]
Sent: Tuesday, June 09, 2015 8:38 AM
To: Santos Castilleja
Cc: josephine.ramirez@da.co.hidalgo.tx.us
Subject: La Joya ScoffLaw

Santos,

Thank you for submitting the proposed inter-local agreement between the County of Hidalgo and the City of La Joya for Scofflaw vehicle registration denial services. At this time, our office approves the agreement as to form.

Should you have any questions please contact me at my office.

Jorge Luis Ortegon II
Assistant Criminal District Attorney
Civil Division
Office of Criminal District Attorney
Hidalgo County, Texas
100 N Closner Rm 303
Edinburg, TX 78539
(956) 292-7609 ext. 8182
(956) 318-2079 FAX
jorge.ortegon@da.co.hidalgo.tx.us
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Hamer Enterprises®

INTERNET PROCESSING PROFESSIONAL SERVICES AGREEMENT

HECORP, INC DBA HAMER ENTERPRISES (HE) whose principal office is located at 4200-A N. Bicentennial Drive, McAllen, Texas, 78504 and **City of La Joya, TX**,(CLIENT) at 101 North Leo, La Joya, TX 78560, a recipient of HE Internet Processing Professional Services agree as follows:

WITNESSETH:

WHEREAS, the CLIENT has a need for Internet Processing Professional Services.

NOW THEREFORE, in consideration of the premises and mutual promises and covenants herein contained, the parties hereto agree as follows:

1. Agreement:

The Agreement consists of:

This document and

EXHIBITS A through C, attached hereto.

2. CONSIDERATION:

While the CLIENT will not be responsible for any cash consideration to HE for the SERVICES as per EXHIBIT A, the CLIENT's customers who choose to benefit from the SERVICES used in will pay HE and HE will be responsible for collecting a service fee that is clearly defined to the CLIENT's customers by HE prior to using the SERVICES on a transaction basis per each department who opt to use the SERVICES as per EXHIBIT C. Because banks and credit card processing firms costs and fee structures to HE routinely change, HE's current service fee schedule is subject to change at any time and HE will be allowed to modify the fee schedule at HE's discretion under this Agreement. If the CLIENT allows access to the CLIENT's merchant account and CLIENT's customer performs a transaction using the SERVICES that results in a charge back or returned item to HE, HE will reverse the transaction made to the CLIENT's specified bank account and provide the CLIENT with the appropriate reporting to identify the charge back or returned item. Unless specifically stated to the contrary elsewhere within this Agreement, the CLIENT agrees that nothing said or implied within this Agreement shall provide the CLIENT with any ownership or a continuous, uninterrupted right-to-use license of HE products or services during this Agreement or after the termination of this Agreement by either party.

3. EXTENSION OF TIME:

HE shall not be liable under this Agreement for any loss or damage to the CLIENT due to delay in delivery or other performance failures resulting from any cause beyond HE's reasonable control. Such causes shall include, but are not limited to compliance with lawful regulations, orders, acts, instructions, or priority requests of any Government, or department or agency thereof, civil or military authority, acts of God, acts of the public enemy, acts or omissions of the CLIENT, fires, floods, strikes, lockouts, embargoes, wars, riots or insurrections. HE shall give the CLIENT notice of the presence of any cause referenced above promptly after HE becomes aware of the existence of same.

4. TERMINATION BY THE CLIENT:

CLIENT may terminate this agreement for any or no reason. Any notice required to be given by the terms of this Agreement shall be sent by certified mail, postage prepaid or express delivery and addressed to:

HAMER ENTERPRISES
William C Hamer
4200-A N. Bicentennial Drive, McAllen, TX 78504
Phone: (956) 682-3466
Fax: (956) 682-0372

5. CLIENT RESPONSIBILITIES:

The CLIENT will provide a designated financial institution as its depository required to make deposits electronically and any additional responsibilities outlined as per EXHIBIT B. The CLIENT shall comply with Federal and State regulations regarding eCommerce. The CLIENT shall assign Mike Alaniz to perform as liaison.

6. LIMITATIONS:

HE's sole liability under this Agreement shall be for providing the SERVICES. HE will not be liable for any lost profits, revenues, or for any claim or demand against the CLIENT by any other party. HE's liability hereunder for damages, regardless of the form of action, shall not exceed the fees and other charges paid by the CLIENT under this Agreement. In no event shall HE be liable for consequential damages even if HE has been advised of the possibility of such damages.

7. INSURANCE:

At the request of the CLIENT, HE shall provide proof of comprehensive general liability.

8. SECURITY AND PRIVACY:

CLIENT agrees that none of its officers or employees shall use or reveal any HE proprietary information furnished by HE for any purpose other than the purpose for which it was obtained. Copies of such information shall not, without the consent of HE, be admitted as evidence or used for any purpose in any action, suit or other judicial or administrative proceedings, unless ordered by a court of competent jurisdiction. HE shall be notified in writing immediately upon receipt of any such order of court, pertaining to production of such information.

9. CONFLICT OF INTEREST DISCLOSURE:

HE warrants that no person or selling agency has been employed or retained to solicit or secure percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by HE for the purpose of securing business. For breach or violation of this warranty, the CLIENT shall have right to terminate this Agreement in accordance with the termination clause, and at its sole discretion, to deduct from the agreement price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage or contingent fee.

10. INDEMNIFICATION:

HE hereby agrees to indemnify and hold harmless the CLIENT, its officers, agents and employees of and from:

A. any and all claims and demands which may be made against the CLIENT, its officers, agents, or employees by reason of any infringement or alleged infringement of any patent rights or claims caused or alleged to have been caused by the use of any apparatus, appliance, or materials furnished by HE under this Agreement; and

B. any and all penalties imposed or damages sought on account of the violation of any law or regulation or of any term or condition of any permit required of HE.

11. VENUE:

The venue for this and all associated agreements shall be Hidalgo County, Texas.

12. TERM OF AGREEMENT:

The Agreement shall commence on the latter of the execution dates of the parties to this Agreement and shall continue unless sooner terminated or extended as herein provided.

13. SEVERABILITY:

If any provisions of this Agreement shall be held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

14. STATE OF TEXAS LAWS:

This agreement shall be governed according to the laws of the State of Texas.

15. NON-ASSIGNABILITY:

The parties hereto may not assign the rights or obligations hereunder without the prior written consent of the other party.

THIS AGREEMENT SHALL NOT BE EFFECTIVE UNTIL EXECUTED BY CLIENT AND ACCEPTED BY AN AUTHORIZED REPRESENTATIVE OF HE AT ITS PRINCIPAL PLACE OF BUSINESS.

CLIENT and HE have caused this Agreement to be executed by their authorized signatures as of the latter date below.

HE:
HAMER ENTERPRISES

Authorized Signature

Mr. William C Hamer
Printed

CEO
Title

5-4-15
Date

CLIENT:
City of La Joya, TX

Authorized Signature

Mike Alaniz
Printed

City Administrator
Title

04-30-15
Date

Julianita Sapala
Attest

City Secretary
Title

1. EXHIBIT A: PROFESSIONAL SERVICES DESCRIPTION

HE will provide their eScofflaw© Hosted Application Services and EZ-NETPAY© Internet Payment Services to CLIENT for collections specific to the CLIENT:

A. Access to the EZ-NETPAY© eCommerce Gateway via an Internet backbone connection provided by the CLIENT

B. Access to the eScofflaw© Hosted Application Services via an Internet backbone connection provided by the CLIENT

C. All maintenance and support of the eScofflaw© Hosted Application Services and EZ-NETPAY© eCommerce Gateway and any agreed to Web Services to meet the SERVICES requirements to include, but not be limited to, any technical upgrades required to perform the SERVICES

D. Training staff on the operation of eScofflaw© Hosted Application Services and EZ-NETPAY© Services

E. Standard reports predicated on existing EZ-NETPAY© eCommerce Gateway fields, those fields include but not limited to transaction date, transaction id and unique batch number and settlement information

Overall Hosting Services Features Include:

eScofflaw© Portal Absconders Access
eScofflaw© Portal Designated Authorized County Staff Access
eNETPAY© Online Payment Gateway Settlement Reports Site

Connectivity:
High Speed connectivity, Network & Connection Monitoring

Backup Services:
Daily, Weekly, Monthly & Annual backups – this includes the following:
Monthly Entire System Save, Offsite Storage & Rotation, Data Restoration, Disk Protection and Power Backup

Multi-tier Security:
Physical Security, Logical Security, Monitoring and Analysis

Data Base:
Database management updates, daily upload via HE Secure File Transfer Protocol Service.

2. EXHIBIT B: CLIENT RESPONSIBILITIES

The CLIENT shall be responsible for providing data files, daily, to an FTP Site, HE's Secure FTP Site or make data accessible for HE's updating to provide the services to the CLIENT.

The CLIENT shall allow HE exclusively to Interface HE's eCommerce payment gateway with HE's eScofflaw© Portal.

The CLIENT shall allow any City of La Joya, TX Department or Municipality within City of La Joya, TX to add case data for eScofflaw© collections at the discretion of City of La Joya, TX Commissioners, City of La Joya,TX

3. EXHIBIT C: LOCATIONS

The CLIENT shall allow any County Department use of HE's Internet Professional Services for payment processing at the discretion of the City of La Joya, TX Commissioners or City of La Joya, TX Department.

RESOLUTION 2015-05
CITY OF LA JOYA

A RESOLUTION AUTHORIZING THE CITY OF LA JOYA TO EXECUTE AN INTERLOCAL AGREEMENT WITH THE HIDALGO COUNTY TAX ASSESSOR COLLECTOR FOR IMPLEMENTATION AND ENFORCEMENT OF PROGRAM IN ACCORDANCE WITH TEXAS TRANSPORTATION CODE.

WHEREAS, under Section 702.003 states: The refusal to register vehicle (a) A county assessor-collector or the department may refuse to register a motor vehicle if the assessor-collector or the department receives under a contract information from a municipality that the owner of the vehicle has an outstanding warrant from the municipality for failure to appear or failure to pay a fine on a complaint that involves the violation of a traffic law;

READ AND APPROVED ON THIS 14TH DAY OF APRIL 2015 AT A REGULAR CALLED MEETING OF THE CITY CONCIL OF THE CITY OF LA JOYA.

ATTEST:

Juljanita Sabala

Juljanita Sabala, City Secretary

CITY OF LA JOYA

Jose A. "Fito" Salinas

Mayor Jose A. "Fito" Salinas

STATE OF TEXAS §

COUNTY OF HIDALGO §

INTERLOCAL COOPERATION AGREEMENT BETWEEN THE CITY OF LA JOYA, TEXAS AND THE COUNTY OF HIDALGO, TEXAS

This Agreement made and entered into this _____ day of _____, 20__, by and between the **County of Hidalgo, Texas**, hereinafter referred to as "County", with the agreement, consent, and participation of the Hidalgo County Tax Assessor-Collector, hereinafter referred to as the "County or County Tax Assessor-Collector", and the **City of La Joya, Texas**, hereinafter referred to as "City", under the authority and in accordance with the Inter-local Cooperation Act, as set out in Chapter 791 of the Texas Government Code, and as authorized by Texas Transportation Code Chapter 702.

WITNESSETH:

WHEREAS, Texas Government Code Chapter 791 authorizes local governments of the State of Texas to enter into contracts for governmental functions and services to increase their efficiency and effectiveness; and

WHEREAS, County and City are local governments as defined in Texas Government Code Section 791.003(4), have the authority to enter into this agreement, and have each entered into this agreement by the action of its governing body in the appropriate manner prescribed by law; and

WHEREAS, Texas Transportation Code Section 702.003(a) allows a county tax assessor-collector to refuse to register a motor vehicle if the tax assessor-collector receives, under a contract, information from a municipality that the owner of the vehicle has an outstanding warrant from that municipality for failure to appear or failure to pay a fine on a complaint that involves the violation of a traffic law as defined by Texas Transportation Code Section 702.001(3).

WHEREAS, Texas Transportation Code Section 702.003(b) allows a municipality to contract with a county in which the municipality is located to provide information to the county tax assessor-collector to make a determination on whether a vehicle owner has outstanding warrants as set out above and deny vehicle registration to certain person; and

WHEREAS, such a consolidated effort in the effectuation of Texas Transportation Code Chapter 702, is in each party's best interest and that of the public and that this agreement will increase the effective and efficient functioning of each party; and

WHEREAS, County and City specify that each party paying for the performance of said functions of government shall make those payments from current funds available to the paying party;

NOW, THEREFORE, this agreement is hereby made and entered into by County and City for the mutual consideration stated herein:

1. PURPOSE OF AGREEMENT.

The purpose of this Agreement is to state the terms and conditions under which the County Tax Assessor-Collector may refuse to register certain motor vehicles when the County Tax Assessor-Collector receives information from City that the owner of the vehicle has an outstanding warrant for failure to appear or failure to pay a fine on a complaint that involves a violation of a traffic law as defined by Texas Transportation Code Section 702.001(3).

2. DUTIES OF THE CITY.

2.1 City shall contract with County to enable the County Tax Assessor-Collector to identify flagged vehicle owners that have an outstanding warrant from City for failure to appear or failure to pay a fine on a complaint that involves the violation of a traffic law as defined by Texas Transportation Code Section 702.001(3). City shall provide the County with a detailed listing, in the County requested format, of flagged vehicle owners and subsequently cleared vehicle owners in order to effectuate the purpose of this agreement. This shall enable the County Tax Assessor-Collector to determine whether a vehicle owner should be denied registration or re-registration. City shall in all instances ensure that all provisions of the Act are adhered to as well as all other applicable laws of the State of Texas.

2.2 City shall provide the County Tax Assessor-Collector with a Payment Receipt along with a signed and stamped Scofflaw Denial / Release Form be issued from the County office(s), or the online Scofflaw system when a traffic law matter is cleared regarding a person:

2.2.1 Against whom a judgment has been entered and who has paid the municipal court the full amount of the fine and court costs; or

2.2.2 Who has perfected an appeal of the case for which the arrest warrant was issued; or

2.2.3 Whose charge for which the arrest warrant was issued has been dismissed.

2.3 Upon receiving a Payment Receipt and a Scofflaw Denial / Release Form as indicated above is received, the County Tax Assessor-Collector may not refuse to register the motor vehicle.

2.4 City shall provide to County a telephone number or the location of an office where individual inquiries and complaints can be made

regarding denial of registration by the County Tax Assessor-Collector due to outstanding City warrants, as well as to explain the procedures necessary to resolve the outstanding warrants in order to obtain valid registration.

2.5 City shall conduct a publicity campaign to explain when registration will be denied and procedures necessary to obtain valid registrations.

2.6 City shall identify, by name, address, and telephone number, an individual or individuals who shall have authority on behalf of the City to coordinate, direct and supervise this Agreement.

2.7 City shall be liable for any damages that arise out of any registration denials of any vehicles that were flagged or should have been flagged.

2.8 City shall require all peace officers authorized to issue citations in City to provide written warning to each person to whom the officer issues a citation for a violation of a traffic law as defined by Texas Transportation Code Section 702.001(3).

2.8.1 The warning must state that if the person fails to appear in court as provided by law for the prosecution of the offense or fails to pay a fine for the violation, the person may not be permitted to register a motor vehicle in this state. The warning may be printed on the citation.

3. DUTIES OF THE COUNTY TAX ASSESSOR-COLLECTOR.

3.1 The County Tax Assessor-Collector shall:

3.1.1 Refuse to register or reregister all motor vehicles which City has flagged with the County and identified in accordance with Texas Transportation Code Chapter 702.

3.2 County shall provide a form to distribute to flagged motor vehicle owners necessary to accomplish the purposes of this Agreement. The instructions shall include the following: steps necessary to resolve outstanding traffic violations and information on obtaining a vehicle registration; Municipal Court addresses; and contact information of an individual should a flagged motor vehicle owner wish to enter a complaint about a registration denial.

3.3 The County Tax Assessor-Collector shall register or re-register a motor vehicle upon receiving a Payment Receipt and a Scofflaw Denial / Release Form from City that the motor vehicle owner's traffic law matter is cleared pursuant to Section 2.2 above.

3.4 The County Tax Assessor-Collector shall at any time have the sole

authority and prerogative to register or re-register a motor vehicle where there has been a valid transfer of title.

4. CONSIDERATION AND PAYMENT.

4.1 The County Tax Assessor-Collector shall present an itemized invoice to City within 10 days after the end of each month during the term of this Agreement providing case number/citation number, date rejected and amount due of each motor vehicle owner for which the County tax Assessor-collector refused vehicle registration or re-registration. County shall be compensated as allowed by Texas Transportation Code Section 702.003(3-1) and according to 4.2 below. City's payment shall be due thirty (30) days from the receipt of the invoice.

4.2 City shall assess a $20.00 fee as allowed by Texas Transportation Code Section 702.003(e-1) on a person who has an outstanding warrant from City for failure to appear or failure to pay a fine on a complaint that involves the violation of a traffic law as defined by Texas Transportation Code Section 702.001(3). The fee shall be assessed as the vehicle owner is flagged by City. The fee shall be collected by City and reimbursed to the County Tax Assessor-Collector for its expenses for providing services under this Agreement.

4.3 In the event the County denies registration and the City subsequently dismisses the charges entirely, or otherwise no collection is made, City shall not be required to pay County for the registration denial.

4.4 City shall pay to the County the amount of Section 702.003(e-1) fees that were collected and invoiced by County.

4.5 City shall, on a quarterly basis, provide County a report reconciling the $20.00 Section 702.003(e-1) fees paid to County in the preceding months for each citation settled by City during the same time period. The report submission shall include payment of any additional amounts owed to County pursuant to 4.2 above.

5. TERM AND TERMINATION.

This Agreement shall be effective upon the date of execution by the last party to execute, and shall supersede any other prior Agreements. The Agreement shall terminate one year thereafter, and shall automatically renew for a one (1) additional, one-year term. This Agreement may be terminated with or without cause at any time by either party upon sixty (60) days written notice to the other parties.

6. NOTICE.

Official notice shall be by written notice and delivery to all of the parties to this Agreement. Delivery shall be by fax or deposit in the United States Postal Service, first class, return receipt requested to:

If to County:	County of Hidalgo, Texas Attn: Ramon Garcia, County Judge 302 W. University Dr. Edinburg, TX 78539
With Copy to:	County Tax Assessor-Collector Attn: Pablo (Paul) Villarreal, Jr. 2804 US Hwy 281 Edinburg, TX 78539
If to City of La Joya:	City of La Joya Attn: Jose A. "Fito" Salinas, Mayor 101 S. Leo Ave. La Joya, TX 78560
With Copy to:	La Joya Municipal Court Attn: Joseph Campos, Presiding Judge 101 S. Leo Ave. La Joya, TX 78560

7. INDEMNIFICATION.

To the extent allowed by law, County and City agree that both County and City shall each be responsible for their own negligent acts or omissions or other tortuous conduct in the course of performance of this Agreement, without waiving any sovereign or governmental immunity available to either County or City under Texas law and without waiving any available defenses under Texas law. Nothing in this paragraph shall be construed to create or grant any rights, contractual or otherwise, in or to any third persons or entities.

8. FISCAL FUNDING.

Notwithstanding anything to the contrary herein, this Agreement is expressly contingent upon the availability of County funding for each item and obligation contained herein. City shall have no right of action against the County in regards to this Agreement, specifically including any funding by County of this Agreement in the event that the County is unable to fulfill its obligations under this Agreement as a result of the lack of sufficient funding for any item or obligation from any source utilized to fund this

Agreement or failure of any funding party to budget or authorize funding for this during the current or future fiscal years. In the event of insufficient funding, or if funds become unavailable in whole or part, the County, at its sole discretion, may provide funds from a separate source or terminate this Agreement. In the event that payments or expenditures are made, they shall be made from current funds as required by Chapter 791 of the Texas Government Code.

Notwithstanding anything to the contrary herein, this Agreement is expressly contingent upon the availability of City funding for each item and obligation contained herein. County shall have no right of action against City in regards to this Agreement, specifically including any funding by City of this Agreement in the event that City is unable to fulfill its obligations under this Agreement as a result of the lack of sufficient funding for any item or obligation from any source utilized to fund this or failure of any funding party to budget or authorize funding for this Agreement during the current or future fiscal years. In the event of insufficient funding, or if funds become unavailable in whole or part, City, at its sole discretion, may provide funds from a separate source or terminate this Agreement. In the event that payments or expenditures are made, they shall be made from current funds a s required by Chapter 791 of the Texas Government Code.

9. VENUE.

Venue to enforce this Agreement shall lie exclusively in Hidalgo County, Texas.

10. NONDISCRIMINATION.

Parties to this Agreement shall not discriminate on the basis of race, color, national origin, sex, religion, age, disability, or sexual orientation.

11. ENTIRE AGREEMENT,

This Agreement constitutes the entire agreement between the parties hereto and may not be modified except by an instrument in writing executed by the parties hereto as herein provided.

12. SEVERABILITY.

If any provision of this Agreement shall be held invalid, void or unenforceable, the remaining provisions hereof shall not be affected or impaired, and such remaining provisions shall remain in full force and effect.

13. DEFAULT/WAIVER/MITIGATION.

It is not a waiver of default if the non-defaulting party fails to declare immediately a default or delays in taking any action. Pursuit of any remedies set forth in this Agreement does not preclude pursuit of other remedies in this Agreement or provided by law.

14. FEDERAL OR STATE OF TEXAS FUNDING.

In the event that any work or part thereof is funded by State of Texas or U.S. Government funding and any statute, rule, regulation, grant, contract provision or other State of Texas or U.S. Government law, rule, regulation or other provision imposes additional or greater requirement(s) than stated herein, City agrees to timely comply therewith without additional cost or expense to County.

15. HEADINGS.

The titles which are used following the number of each paragraph are only for convenience in locating various provisions of this Agreement and shall not be deemed to affect the interpretation or construction of such provision.

16. NUMBER AND GENDER.

Words of any gender used in this Agreement shall be held and construed to include any other gender; and words in the singular shall include the plural and vice versa, unless the text clearly requires otherwise.

17. COUNTERPARTS.

This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.

18. REMEDIES.

This Agreement shall not be considered as specifying the exclusive remedy for any Agreement default, but all remedies existing at law and in equity may be availed of by either party to this Agreement and shall be cumulative.

THE GOVERNING BODY, by resolution or ordinance, dated April 14, 2015, has authorized the Local Government to obtain the services as outlined above.

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

CITY OF LA JOYA

Jose A. "Fito" Salinas, Mayor

ATTEST:

Mike Alaniz, City Administrator

HIDALGO COUNTY

Ramon Garcia, County Judge

HIDALGO COUNTY TAX ASSESSOR-COLLECTOR

Pablo (Paul) Villarreal, Jr.

ATTEST:

Arturo Guajardo, Jr., County Clerk

APPROVED AS TO FORM:

Office of Criminal District Attorney
Ricardo Rodriguez

By:_____
Josephine Ramirez
Assistant District Attorney

TRANSPORTATION CODE

TITLE 7. VEHICLES AND TRAFFIC

SUBTITLE I. ENFORCEMENT OF TRAFFIC LAWS

CHAPTER 702. CONTRACTS FOR ENFORCEMENT OF CERTAIN ARREST WARRANTS

Sec. 702.001. DEFINITIONS. In this chapter:

(1) "Department" means the Texas Department of Motor Vehicles.

(2) "Registration" of a motor vehicle includes a renewal of the registration of that vehicle.

(3) "Traffic law" means a statute or ordinance, a violation of which is a misdemeanor punishable by a fine not to exceed $200, that regulates, on a street, road, or highway of this state:

(A) the conduct or condition of a person while operating a motor vehicle; or

(B) the condition of a motor vehicle being operated.

Acts 1995, 74th Leg., ch. 165, Sec. 1, eff. Sept. 1, 1995. Amended by Acts 1997, 75th Leg., ch. 165, Sec. 30.160(a), eff. Sept. 1, 1997. Amended by:

Acts 2009, 81st Leg., R.S., Ch. 933 (H.B. 3097), Sec. 2S.01, eff. September 1, 2009.

Sec. 702.003. REFUSAL TO REGISTER VEHICLE. (a) A county assessor-collector or the department may refuse to register a motor vehicle if the assessor-collector or the department receives under a contract information from a municipality that the owner of the vehicle has an outstanding warrant from that municipality for failure to appear or failure to pay a fine on a complaint that involves the violation of a traffic law.

(b) A municipality may contract with a county in which the municipality is located or the department to provide information to the county assessor-collector or department necessary to make a determination under Subsection (a).

(c) A municipality that has a contract under Subsection (b) shall notify the county assessor-collector or the department regarding a person for whom the county assessor-collector or the department has refused to register a motor vehicle on:

(1) entry of a judgment against the person and the person's payment to the court of the fine for the violation and of all court costs;

(2) perfection of an appeal of the case for which the arrest warrant was issued; or

(3) dismissal of the charge for which the arrest warrant was issued.

(d) After notice is received under Subsection (c), the county assessor-collector or the department may not refuse to register the motor vehicle under Subsection (a).

(e) A contract under Subsection (b) must be entered into in accordance with Chapter 791, Government Code, and is subject to the ability of the parties to provide or pay for the services required under the contract.

(e-1) A municipality that has a contract under Subsection (b) may impose an additional $20 fee to a person who has an outstanding warrant from the municipality for failure to appear or failure to pay a fine on a complaint that involves the violation of a traffic law. The additional fee may be used only to reimburse the department or the county assessor-collector for its expenses for providing services under the contract, or another county department for expenses related to services under the contract.

(f) This section does not apply to the registration of a motor vehicle under Section 501.0234.

Acts 1995, 74th Leg., ch. 165, Sec. 1, eff. Sept. 1, 1995. Amended by Acts 1997, 75th Leg., ch. 165, Sec. 30.160(b), eff. Sept. 1, 1997. Amended by:

Acts 2009, 81st Leg., R.S., Ch. 542 (S.B. 1617), Sec. 3, eff. September 1, 2009.

Acts 2011, 82nd Leg., R.S., Ch. 1094 (S.B. 1386), Sec. 2, eff. September 1, 2011.

Sec. 702.004. WARNING; CITATION. (a) A peace officer

authorized to issue citations in a municipality that has a contract under Section 702.003 shall issue a written warning to each person to whom the officer issues a citation for a violation of a traffic law in the municipality.

(b) The warning must state that if the person fails to appear in court as provided by law for the prosecution of the offense or fails to pay a fine for the violation, the person might not be permitted to register a motor vehicle in this state.

(c) The warning required by this section may be printed on the citation.

Acts 1995, 74th Leg., ch. 165, Sec. 1, eff. Sept. 1, 1995. Renumbered from Transportation Code Sec. 702.005 and amended by Acts 1997, 75th Leg., ch. 165, Sec. 30.160, eff. Sept. 1, 1997.

Sec. 707.017. ENFORCEMENT. (a) If the owner of a motor vehicle is delinquent in the payment of a civil penalty imposed under this chapter, the county assessor-collector or the Texas Department of Motor Vehicles may refuse to register a motor vehicle alleged to have been involved in the violation.

(b) This section does not apply to the registration of a motor vehicle under Section 501.0234.

Added by Acts 2007, 80th Leg., R.S., Ch. 1149 (S.B. 1119), Sec. 1, eff. September 1, 2007.
Amended by:

Acts 2009, 81st Leg., R.S., Ch. 266 (H.B. 2530), Sec. 1, eff. May 30, 2009.

Acts 2009, 81st Leg., R.S., Ch. 542 (S.B. 1617), Sec. 4, eff. September 1, 2009.

Acts 2009, 81st Leg., R.S., Ch. 933 (H.B. 3097), Sec. 2T.03, eff. September 1, 2009.
Reenacted by Acts 2011, 82nd Leg., R.S., Ch. 91 (S.B. 1303), Sec. 24.018, eff. September 1, 2011.

Sec. 707.018. IMPOSITION OF CIVIL PENALTY NOT A CONVICTION. The imposition of a civil penalty under this chapter is not a conviction and may not be considered a conviction for any purpose.

Added by Acts 2007, 80th Leg., R.S., Ch. 1149 (S.B. 1119), Sec. 1, eff. September 1, 2007.

Sec. 707.019. FAILURE TO PAY CIVIL PENALTY. (a) If the owner of the motor vehicle fails to timely pay the amount of the civil penalty imposed against the owner:

(1) an arrest warrant may not be issued for the owner; and

(2) the imposition of the civil penalty may not be recorded on the owner's driving record.

(b) Notice of Subsection (a) must be included in the notice of violation required by Section 707.011(c).

Added by Acts 2007, 80th Leg., R.S., Ch. 1149 (S.B. 1119), Sec. 1, eff. September 1, 2007.

City of La Joya
Municipal Court

P.O. Box H • La Joya, Texas 78560 • (956) 581-7095

June 3, 2015

Mr. Santos Castilleja
Hidalgo County Motor Vehicle manager
P.O. Box 178
Edinburg, Texas 78539

RE: SCOFFLAW SERVICES

Dear Mr. Castilleja::

We are submitting a list of individuals who are authorized to sign on the Scofflaw Release form for La Joya Municipal Court:

Municipal Judge Joseph Campos _____

Alternate Judge Mike Alaniz _____

Municipal Court Clerk, Juanita Tovar _____

Municipal Court Clerk, Azanett Garcia _____

If you should require additional information or have any questions regarding this matter, do not hesitate to contact me at (956) 581-7002 or our direct line at 956-600-7623.

Sincerely,

Mike Alaniz, City Administrator

MA/jrs

AI-50097 **Sheriff's Office** **10. A.**

CC - REGULAR

Meeting Date: 06/23/2015

Submitted For: Richard Ozuna, SHERIFF DEPT.

Submitted By: Maria Del Rosario Gonzalez, SHERIFF DEPT.

Department: SHERIFF DEPT.

Information

CAPTION

1. Authorization and approval to accept the Grant Adjustment Notice in reference to Operation Stonegarden FY 2013 Supplemental award of $158,943.59 and authorization for County Judge, as authorized official, to sign (and initial) required documents.
2. Authorization to pay Overtime reimburseable under the grant terms and conditions.
3. Approval of Certification of Revenues as certified by the County Auditor of the FY 2013 Operation Stonegarden Supplemental.
4. Approval to appropriate the budget for the Sheriff's Office FY2013 supplemental in the amount of $158,943.59.

BACKGROUND

Grant Number: EMW-2013-SS-00045 (Federal)
13-GA-48215-04 (SAA--State Administrative Agency)

Original grant award amount: $3,321,163.51 (AI #43734 3/25/14)

Supplemental award amount: $158,943.59

Revised grant award amount: $3,480,107.10.

Fiscal Impact

FISCAL YEAR: 2016 **ACCT. #:** 5-1284-421-00-280-047-6-XXX

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

BUDGETARY IMPACT:

Approval of 2015 appropriation of funds for the 2013 Operation Stonegarden Grant in the amount of $158,943.59.

5-1284-331-12-280-047-6-000 Revenue account

Attachments

GAN TC
Supplemental detail
BA

Form Review

Inbox	Reviewed By	Date
Emilia Uriegas	Emilia Uriegas	06/15/2015 04:44 PM
Budget & Management	Veronica Ortiz	06/15/2015 04:48 PM
Manuel Chapa	Manuel Chapa	06/19/2015 04:59 PM
Purchasing Department	Monica Badillo	06/19/2015 05:54 PM

Form Started By: Maria Del Rosario Gonzalez Started On: 06/15/2015 09:44 AM
Final Approval Date: 06/19/2015

Texas Department of Public Safety

2013 Grant Adjustment Notice for Hidalgo County

1. General Award Information	Reference/Encumbrance No:	
Date of Award: June 1, 2015	**Prepared By: Mendez, Arturo**	**3. SAA Award Number:** 13-GA 48215-04

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)
State Homeland Security Program (SHSP)

Federal Grant Award Number: EMW-2013-SS-00045

Federal Granting Agency: Department of Homeland Security FEMA
Grant Programs Directorate

Date Federal Grant Awarded to TxDPS: September 1, 2013

CFDA: 97.067

6. Award Amount and Grant Breakdowns

OPSG

$3,480,107.10

Grant Period:	
From:	**To:**
Sep 1, 2013	**Jul 31, 2015**
(The SAA must receive all invoices by the end of grant period)	

7. Statutory Authority for Grant: The Department of Homeland Security Appropriations Act, 2013, (Public Law 113-6), and the Homeland Security Act of 2002 (Public Law 107-296), as amended by section 101 of the Implementing Recommendations of the 9/11 Commission Act of 2007 (Public Law 110-53).

8. Method of Payment: Primary method is reimbursement.

9. Debarment/Suspension Certification: The Sub-Recipient certifies that the sub-recipient and its contractors/vendors 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 30, 2015 Signed Award with Terms and Conditions must be returned to SAA_SRA@dps.texas.gov on or before the due date.

2013 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.*

Grant Sub-recipient Agreement

This Grant Sub-recipient Agreement (consisting of this 2013 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 2013 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 2013 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.

Overview and Performance Standards

All allocations and use of funds under this Grant shall be in accordance with the FY 2013 Funding Opportunity Announcement (FOA) for the Federal Grant Title specified on this Grant, and such FY 2013 FOA is incorporated by reference herein. Sub-recipient shall read, understand and accept the FY 2013 Funding Opportunity Announcement as binding.

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**"

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.

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 its grant award, 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.

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) 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.

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.

Uniform Administrative Requirements, Cost Principals 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 2013 Funding Opportunity Announcement and supplemental resources for the HSGP currently available at https://s3-us-gov-west-1.amazonaws.com/dam-production/uploads/20130726-1916-25045-6176/fy_2013_hsgp_foa.pdf and the Nonprofit Security Grant Program (NSGP),

https://s3-us-gov-west-1.amazonaws.com/dam-production/uploads/20130726-1916-25045-0844/fy_13_nsgp_foa_final.pdf.

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 10, 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 awardshttp://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.

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 GAN to the jurisdiction.

State Requirements for Grants

Sub-recipient shall also 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.governor.state.tx.us/files/state-grants/UGMS062004.doc 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 a grant to a law enforcement agency regulated by Texas Occupations Code, Chapter 1701, unless the law enforcement agency requesting the grant is in compliance with all rules developed by the Commission on Law Enforcement Officer Standards and Education or the Commission on Law Enforcement Officer Standards and Education certifies that the requesting agency is in the process of achieving compliance with such rules.

2. Grant funds may not be granted 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 to 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, including not using any money or vehicle to support the candidacy of any person for office; not influencing positively or negatively the payment, loan, or gift to a person or political organization for a political purpose; and not 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 including not using grant funds to compensate any employee who uses alcoholic beverages on active duty plus 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 requiring Sub-recipients to make every effort to attain key performance target levels associated with this grant award, 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, including grant funds may only be expended if Sub-recipient timely completes and files its reports.

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, 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 funds for the categories of costs listed below. For additional details on restrictions on the use of funds, refer to the FY 2013 HSGP 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 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 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 www.ccr.gov, 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 CCR information at least annually. Sub-recipient shall keep information current in the CCR/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_SRA@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.ccr.gov, 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 CCR/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 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 granted 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 granted 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 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: "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 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, 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) 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 requirements of EO 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination on the basis of limited English proficiency (LEP). To ensure compliance with Title VI, Sub-recipient shall take reasonable steps to ensure that LEP persons have meaningful access to Sub-recipient's programs. Meaningful access may entail providing language assistance services, including oral and written translation, where necessary. Sub-recipient is encouraged to consider the need for language services for LEP persons served or encountered both in developing budgets and in conducting programs and activities. For assistance and information regarding LEP obligations, go to 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 Comptroller General's guidelines.

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 award, 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. Classified Security Condition

1. No funding under this award shall be used to support a contract, sub-award, or other agreement for goods or services that will include access to classified national security information if the award recipient has not been approved for that access to such information.

2. "Classified national security information" as defined in Executive Order (EO) 12958, as amended, means information that has been determined pursuant to EO 12958 or any predecessor order to require protection against unauthorized disclosure and is marked to indicate its classified status when in documentary form.

3. Where an award recipient has been approved for and has access to classified national security information, no funding under this award shall be used to support a contract, sub-award, or other agreement for goods or services that will include access to classified national security information by the contractor, sub-awardee, or other entity without prior written approval from the DHS Office of Security, Industrial Security Branch Program (ISBP), or an appropriate official within the Federal department or agency with whom the classified effort will be performed.

4. Such contracts, sub-awards, or other agreements shall be processed and administered in accordance with the DHS "Standard Operation Procedures, Classified Contracting by States and Local Entities," dated July 7, 2008: EO's 12829, 12959, 12968, as amended; the National Industrial Security Program Operating Manual (NISPOM); and /or other applicable implementing directives or instruction. All security requirement documents are currently located at:
http://www.dhs/.ov/xopnbiz/grants/index.shtm.

5. Immediately upon determination by the award recipient that funding under this award will be used to support such a contract, sub-award, or other agreement, and prior to execution of any action to facilitate the acquisition of such a contract sub-award, or other agreement, the award recipient shall contact ISPB, or the appropriate Federal department or agency, for approval and processing instructions. DHS Office of Security ISPB contact information: Telephone: 202-447-5346, Email: DD254AdministrativeSecujjidhs.gov, Mail: Department of Homeland Security, Office of the Chief Security Officer, ATTN: ASD/Industrial Security Program Branch, Washington, DC. 20528

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 set 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 CFR 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.

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 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/implementation-and-compliance-guidance-stakeholders#item4.

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.

D. Regional Planning Commissions/Council of Governments (COGs) shall follow guidelines listed in the DPS/THSSAA FY2013 COG Statement of Work.

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.

Audit

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). 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.

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.

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.

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.

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.

Retention and Accessibility of Records

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 CFR 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.

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.

Inclusion in Subcontracts. Sub-recipient shall include the substance of the Retention of Records and Access to Records section herein in all subcontracts.

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.

Legal Authority

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.

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.

Conflicts in Requirements. If conflict exists between federal, state, or local requirements, Sub-recipient shall comply with the strictest requirement.

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.

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.

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.

Changes and Amendments

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 the award. Any alteration, addition, or deletion to this Grant by Sub-recipient is not valid.

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).

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.

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.

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.

Venue

Venue shall lie in Travis County, Texas, and this Grant is governed by the laws of the State of Texas.

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.

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.

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, that is, deny both use of funds and matching credit for, all or part of the cost of the activity or action not in compliance;

3. Wholly or 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.

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.

Closing of the 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 Grant Adjustment Notice (GAN) to recover the unused funds. Sub-recipient will return the funds to the DPS/THSSAA within 30 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 agreement.

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 the award; 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 award. "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

Principals 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 program.

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 agreement.

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 the assistance; 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 the project.

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 assistance 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 pain 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 program.

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 subcontract, 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-recipients can access debarment information by going to www.epls.gov or www.sam.gov and the State Debarred Vendor List www.window.state.tx.us/procurement/prog/vendor_performance/debarred.
2. Have not within a three-year period preceding this agreement 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; and
4. Have not within a three-year period preceding this agreement had one or more public transactions (Federal, State, or local) terminated for cause or default; or
5. Where the sub-recipient is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this agreement. (Federal Certification)

E. The Sub-recipient certifies 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 must comply with 2 C.F.R. Part 180, Subpart C as a condition of receiving grant funds, and sub-recipient must require such compliance in any sub-grants or contract at the next tier.

G. Drug-free Workplace Act, as amended, 41 U.S.C. §701 et seq. – Requires the 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, place(s) where work is being performed under the award (i.e., street address, city, state, and zip code) must be maintained on file. The recipient must 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 agrees that it 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 program.

J. Sub-recipient understands that failure to comply with any of the above assurances may result in suspension, termination or reduction of grant funds.

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 Principals 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. Certifies that is 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

Subgrantee: **Hidalgo County**
GAN Type: **2013 Grant Adjustment**
GAN Date: 01-Jun-15
Due Date: 30-Jun-15

	OPSG
Original Amount:	$3,321,163.51
New Amount:	$3,480,107.10
Delta:	**$158,943.59**

Project Adjustment Details	Grant Name	From Amount	To Amount	Delta
Hidalgo County SO - Enhance Capability to Support International Border and Waterway Security	2013 OPSG	$1,645,946.72	$1,804,890.31	**$158,943.59**
Hidalgo County Constable Pct. 1: Enhance Capability to Support International Border and Waterway Security	2013 OPSG	$68,472.61	$68,472.61	**$0.00**
Hidalgo County Constable Pct. 2 -Enhance Capability to Support International Border and Waterway Security	2013 OPSG	$88,437.97	$88,437.97	**$0.00**
Hidalgo County Constable Pct. 3 -Enhance Capability to Support International Border and Waterway Security	2013 OPSG	$113,747.92	$113,747.92	**$0.00**
Hidalgo County Constable Pct. 4 -Enhance Capability to Support International Border and Waterway Security	2013 OPSG	$128,686.27	$128,686.27	**$0.00**
City of Alamo PD - Enhance Capability to Support International Border and Waterway Security	2013 OPSG	$49,123.79	$49,123.79	**$0.00**
City of Donna PD - Enhance Capability to Support International Border and Waterway Security	2013 OPSG	$92,944.41	$92,944.41	**$0.00**
City of Edinburg PD - Enhance Capability to Support International Border and Waterway Security	2013 OPSG	$158,260.35	$158,260.35	**$0.00**
City of Hidalgo PD - Enhance Capability to Support International Border and Waterway Security	2013 OPSG	$170,856.23	$170,856.23	**$0.00**
City of La Joya PD - Enhance Capability to Support International Border and Waterway Security	2013 OPSG	$57,146.17	$57,146.17	**$0.00**
City of Mercedes PD - Enhance Capability to Support International Border and Waterway Security	2013 OPSG	$70,295.06	$70,295.06	**$0.00**
City of Mission PD - Enhance Capability to Support International Border and Waterway Security	2013 OPSG	$214,350.64	$214,350.64	**$0.00**
City of Palmview PD - Enhance Capability to Support International Border and Waterway Security	2013 OPSG	$39,341.92	$39,341.92	**$0.00**
City of Pharr PD - Enhance Capability to Support International Border and Waterway Security	2013 OPSG	$194,666.99	$194,666.99	**$0.00**
City of Penitas PD - Enhance Capability to Support International Border and Waterway Security	2013 OPSG	$43,225.60	$43,225.60	**$0.00**
City of San Juan PD - Enhance Capability to Support International Border and Waterway Security	2013 OPSG	$80,934.04	$80,934.04	**$0.00**
City of Weslaco PD - Enhance Capability to Support International Border and Waterway Security	2013 OPSG	$104,726.82	$104,726.82	**$0.00**

2013 OPSG - 13OPSG8215	From	To
Grant Start Date:	Sep 01 2013	Sep 01 2013
Grant Close Date:	Jul 31 2015	Jul 31 2015

Reason for GAN: Funds added
Reason Comment: DHS/FEMA has approved a 2013 OPSG Supplemental Op Order for Hidalgo County.
Reason for SAA Complete: SAA completed to allow for USAS process to begin.

	User	Date/Time
Requested:	Mendez, Arturo	*06/01/2015 02:24 PM CST*
Initialized:	Mendez, Arturo	*06/01/2015 02:39 PM CST*
Reviewed:	Ding , Jiewei	*06/01/2015 02:42 PM CST*
Released:	Mendez, Arturo	*06/01/2015 02:43 PM CST*
Verified:		
USAS Pending:	Mendez, Arturo	*06/01/2015 02:47 PM CST*
USAS Correction Required:		
SAA Completed:	Import, USAS	*06/03/2015 11:03 AM CST*
Signed:		

DATE: June 15, 2015

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

DEPARTMENT NAME: Operation Stonegarden- HCSO

ACCOUNT NUMBER: 5-1284-421-00-280-047-6-XXX

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

Honorable Commissioners' Court of Hidalgo County:

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

INCREASE OBJECT NUMBER'S)	ACCOUNT OBJECT NAME	AMOUNT
5-1284-421-00-280-047-6-131	Stonegarden --Overtime	117,600.00
5-1284-421-00-280-047-6-220	Stonegarden --FICA	8,996.40
5-1284-421-00-280-047-6-230	Stonegarden --Retirement	12,500.88
5-1284-421-00-280-047-6-250	Stonegarden --Unemployment Comp.	705.60
5-1284-421-00-280-047-6-260	Stonegarden --Worker's Comp.	3,669.12
5-1284-421-00-280-047-6-581	Stonegarden --In-County Travel	15,471.59
	TOTAL APPROPRIATIONS	158,943.59
5-1284-331-12-280-047-6-000	Operation Stonegarden 2013--	158,943.59
	TOTAL REVENUES	158,943.59

REASON: **To appropriate budget for the Operation Stonegarden 2013 Supplemental Grant Award to the Hidalgo County Sheriff's Office (HCSO) from the Department of Homeland Security FEMA.**

Federal Grant Award #EMW-2013-SS-00045; SAA Award 2013-GA-48215-04
Grant Period: September 1, 2013 to July 31, 2015

DEPARTMENT HEAD SIGNATURE / / **DATE**

APPROVED COMMISSIONERS' COURT **ATTEST COUNTY CLERK**

AI-50134 **Executive Office** **11. B.**

CC - REGULAR

Meeting Date: 06/23/2015

Submitted For: Valde Guerra, EXECUTIVE OFFICE

Submitted By: Monica Badillo, EXECUTIVE OFFICE

Department: EXECUTIVE OFFICE

Information

CAPTION

Approval of revised 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. (for clarification purposes only - letter originally approved May 19, 2015)

BACKGROUND

Fiscal Impact

FISCAL YEAR: **ACCT. #:**

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

BUDGETARY IMPACT:

It appears from the correspondence that would not have a fiscal impact.

Attachments

letter

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	06/17/2015 08:21 AM
Auditor's Office	Veronica Ortiz	06/17/2015 08:23 AM
Purchasing Department	Marty Salazar	06/17/2015 01:48 PM
Form Started By: Monica Badillo		Started On: 06/16/2015 04:24 PM
Final Approval Date: 06/17/2015		

OFFICE OF THE COUNTY JUDGE
County Of Hidalgo

RAMON GARCIA
County Judge

June 12, 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 La Villa, Texas

Dear Ms. Garza:

The County of Hidalgo is requesting support from United States Department of Agriculture-Rural Utility Service (USDA-RUS) to assist North Alamo Water Supply Corporation in its efforts to construct the necessary infrastructure to bring first time water service to 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 support North Alamo Water Supply Corporation's efforts to build the infrastructure that will improve the quality of life of our residents.

Together USDA-RUS, North Alamo Water Supply Corporation, and Hidalgo County 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 residents.

Your attention to this matter is greatly appreciated. If you have any questions please feel free to contact me at (956) 318-2600 or Mr. Steven P. Sanchez with North Alamo Water Supply Corporation at (956) 383-1618.

Respectfully,

Ramon Garcia

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.

AI-49959 **Human Resources** **12. A.**

CC - REGULAR

Meeting Date: 06/23/2015

Submitted For: Esther Cortez, HUMAN RESOURCES

Submitted By: Diana Munoz, HUMAN RESOURCES

Department: HUMAN RESOURCES

Information

CAPTION

PCT #1 Parks (1100) / Road Maintenance (1200):
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, 06/29/2015:

Action	Dept/Program	Slot#	Current Position Title	Current Budgeted Salary	Proposed Position Title	Proposed Budgeted Salary
Reclassification	121-005 Road Maintenance	0078	Diesel Mechanic	$43,260.00	Diesel Mechanic II	$39,649.00
Reclassification	121-013 Parks	0003	Mechanic III	$36,039.00	Mechanic IV	$39,649.00

3. Approval of interdepartmental transfer.
4. Approval to revise the salary schedule in accordance to Commissioners Court approval.

BACKGROUND

Fiscal Impact

Attachments

fiscal note
form
par
transfer

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	06/19/2015 03:52 PM
Purchasing Department	Monica Badillo	06/19/2015 05:55 PM

Form Started By: Diana Munoz Started On: 06/02/2015 10:57 AM

Final Approval Date: 06/19/2015

HIDALGO COUNTY
Department of Budget & Management
FISCAL NOTE

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

To: Commissioner' Court
From: Sergio Cruz, Budget Officer
CC Date: Tuesday, June 23, 2015 Agenda Item: 49959

Summary of request/proposal:
PCT #1 PARKS (1100) -
Approval of the following reclassification, effective next full pay period, 6/29/15:

Fund	Position	Slot #	Obj	Current Budgeted Salary Allowance	Proposed Budgeted Salary/ Allowance	Total Requested
1100	Mechanic III (TO) Mechanic IV	0003	113	36,039.00	39,649.00	3,610.00
				36,039.00	39,649.00	3,610.00

Budgetary Impact:

INCREASE/DECREASE ACCOUNT NUMBER		ACCOUNT (OBJECT) NAME		AMOUNT
5-1100-452-00-121-013-0-	113	PCT1 PARKS-	REGULAR FULL TIME	$1,853.41
5-1100-452-00-121-013-0-	211	PCT1 PARKS-	HEALTH INSURANCE	$3,043.49
5-1100-452-00-121-013-0-	212	PCT1 PARKS-	LIFE INSURANCE	$19.28
5-1100-452-00-121-013-0-	220	PCT1 PARKS-	FICA	$141.79
5-1100-452-00-121-013-0-	230	PCT1 PARKS-	RETIREMENT	$197.02
5-1100-452-00-121-013-0-	250	PCT1 PARKS-	UNEMPLOYMENT COMP	$11.12
5-1100-452-00-121-013-0-	260	PCT1 PARKS-	WORKER'S COMP	$44.85
			2015 Budgetary Impact	$5,310.96

2016 Budgetary Impact: $10,344.49

Possible Funding Sources: Interdepartmental Transfer (121-005).

Comments:

HIDALGO COUNTY
Department of Budget & Management
FISCAL NOTE

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

To: Commissioner' Court
From: Sergio Cruz, Budget Officer
CC Date: Tuesday, June 23, 2015 Agenda Item: 49959

Summary of request/proposal:
PCT #1 ROAD MAINTENANCE (1200) -
Approval of the following reclassification, effective next full pay period, 6/29/15:

Fund	Position	Slot #	Obj	Current Budgeted Salary Allowance	Proposed Budgeted Salary/ Allowance	Total Requested
1200	Diesel Mechanic (TO) Diesel Mechanic II	0078	113	43,260.00	39,649.00	(3,611.00)
				43,260.00	39,649.00	(3,611.00)

Budgetary Impact:

INCREASE/DECREASE ACCOUNT NUMBER		ACCOUNT (OBJECT) NAME		AMOUNT
5-1200-431-00-121-005-0-	113	PCT1 RD MAINT-	REGULAR FULL TIME	($1,853.92)
5-1200-431-00-121-005-0-	211	PCT1 RD MAINT-	HEALTH INSURANCE	($3,043.49)
5-1200-431-00-121-005-0-	212	PCT1 RD MAINT-	LIFE INSURANCE	($19.28)
5-1200-431-00-121-005-0-	220	PCT1 RD MAINT-	FICA	($141.83)
5-1200-431-00-121-005-0-	230	PCT1 RD MAINT-	RETIREMENT	($197.07)
5-1200-431-00-121-005-0-	250	PCT1 RD MAINT-	UNEMPLOYMENT COMP	($11.12)
5-1200-431-00-121-005-0-	260	PCT1 RD MAINT-	WORKER'S COMP	($44.86)
			2015 Budgetary Impact	($5,311.57)

2016 Budgetary Impact: ($10,345.71)

Possible Funding Sources: Cost Savings

Comments:

Hidalgo Co. Budget Office
2/3/2005

HIDALGO COUNTY

CLASSIFICATION COMMITTEE
RECOMMENDATION FORM

DEPARTMENT NAME: Precinct #1 **DATE:** 06/17/2015

DEPARTMENT NUMBER: 121 **PROGRAM No.:** 013

CURRENT GRADE/TITLE: **CURRENT SLOT No.:** 003

Mechanic III	$ 36,039.00
Classification/Position Title	**Pay Grade/Salary**

REQUESTED GRADE/ TITLE:

Mechanic IV	$ 39,649.00
Classification/Position Title	**Pay Grade/Salary**

COMMITTEE RECOMMENDATION

Classification/Position Title	**Pay Grade/Salary**

COMMENTS:

SIGNATURES

Estela A Cortez	6/18/2015
Human Resources Representative	**Date**
Norma G. Garcia	06/18/15
County Treasurer Representative	**Date**
	6/18/2015
Budget & Management Representative	**Date**

HIDALGO COUNTY

CLASSIFICATION COMMITTEE
RECOMMENDATION FORM

DEPARTMENT NAME: Precinct #1 **DATE:** 06/17/2015

DEPARTMENT NUMBER: 121 **PROGRAM No.:** 005

CURRENT GRADE/TITLE: **CURRENT SLOT No.:** 078

Diesel Mechanic	$ 43,260.00
Classification/Position Title	**Pay Grade/Salary**

REQUESTED GRADE/ TITLE:

Diesel Mechanic II	$ 39,649.00
Classification/Position Title	**Pay Grade/Salary**

COMMITTEE RECOMMENDATION

Classification/Position Title	**Pay Grade/Salary**

COMMENTS:

SIGNATURES

Human Resources Representative	Date: 6/18/2015
County Treasurer Representative	Date: 06/18/15
Budget & Management Representative	Date: 06/18/2015

HIDALGO COUNTY
Personnel Adjustment Request Form

RECEIVED
JUN - 5 2015
HUMAN RESOURCES

DEPARTMENT NAME/NUMBER: 121-005 DATE: 6/5/2015

CURRENT POSITION TITLE: DIESEL MECHANIC CURRENT SLOT #: 0078

REQUESTED POSITION TITLE: DIESEL MECHANIC II

REQUEST FOR:

[ ] New Position [ ] Temporary Position [X] Position Reclassification* [ ] Other _____

* Civil Service Positions are submitted to the Civil Service Commission.

POSITION SALARY REQUEST:

Salary Amount:

$ 43,260.00	$ 39,649.00	$ (3,611.00)
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 [ ] Part Time Employee Object 114 [ ] _____ Enter hourly rate for temp. positions

Full Time Employee Object 121 [ ] Part Time Temporary Object 122 [ ] $ _____ Hourly Rate "2,080 hrs. per year = Annual Salary

TEMPORARY POSITIONS: N/A

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

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

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

Position is incurring additional duties to meet the department needs.

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)

Position is incurring additional duties to meet the department needs.

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

HUMAN RESOURCES: Classification and Salary Recommendation

BUDGET & MANAGEMENT: Classification and Salary Recommendation

1.	DEPARTMENT HEAD	6/5/15 Date	FUNDING AVAILABLE IN DEPT. BUDGET	[X]	YES	[ ] NO
2.	HUMAN RESOURCES DIRECTOR	6/18/2015 Date	PERSONNEL PROCEDURES COMPLETED	[✓]	YES	[ ] NO
3.	DEPARTMENT OF BUDGET & MANAGEMENT	06/18/2015 Date	BUDGET PROCEDURES COMPLETED	[✓]	YES	[ ] NO
4.	COMMISSONERS' COURT APPROVAL	Date				

HIDALGO COUNTY

Personnel Adjustment Request Form

RECEIVED
JUN - 5 2015
HUMAN RESOURCES

DEPARTMENT NAME/NUMBER: 121-~~005~~ 013 MSR

DATE: 6/5/2015

CURRENT POSITION TITLE: MECHANIC III

CURRENT SLOT #: 0003

REQUESTED POSITION TITLE: MECHANIC IV

REQUEST FOR:

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

* Civil Service Positions are submitted to the Civil Service Commission.

POSITION SALARY REQUEST:

Salary Amount:

$ 36,039.00	$ 39,649.00	$ 3,610.00
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 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)

Position is incurring additional duties to meet the department needs.

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)

Position is incurring additional duties to meet the department needs.

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

HUMAN RESOURCES: Classification and Salary Recommendation

BUDGET & MANAGEMENT: Classification and Salary Recommendation

1.	DEPARTMENT HEAD	6/5/15 Date	FUNDING AVAILABLE IN DEPT. BUDGET	X	YES	NO
2.	HUMAN RESOURCES DIRECTOR	6/18/2015 Date	PERSONNEL PROCEDURES COMPLETED	✓	YES	NO
3.	DEPARTMENT OF BUDGET & MANAGEMENT	06/18/2015 Date	BUDGET PROCEDURES COMPLETED	✓	YES	NO
4.	COMMISSONERS' COURT APPROVAL	Date				

HIDALGO COUNTY PRECINCT #1

DIESEL MECHANIC II

GENERAL DESCRIPTION

Under the supervision of the Director of Field Operations. Performs inspection, maintenance and repairs on heavy duty vehicles, such as trucks, trailers, forklifts, pickups, etc. Responsible for diesel engines, transmissions, brake systems, electrical trouble shooting, steering and cooling systems. Keeps track of the maintenance work on the vehicle. Ensures services provided are in compliance with safety procedures.

EXAMPLES OF WORK PERFORMED

Plan, organize and participate in the maintenance and repair activities to a variety of large and small precinct vehicles and equipment including gasoline, diesel, and alternative fuel-powered equipment

Receive work orders, plan and perform work as necessary

Determine equipment and material needs and requisition parts as necessary; communicate with supervisor on work projects and other related assignments

Maintain the automotive equipment used in the Precinct and perform required services and mechanical repairs on buses, trucks, automobiles, and other mechanical equipment

Perform safety inspections on Precinct vehicles, including buses; perform road tests and inspection to assure malfunctions have been corrected and equipment is functioning properly

Rebuild, replace, or overhaul engines, transmissions, differentials, starters, generators, braking systems, clutches, carburetor systems, electrical systems, and other mechanical assemblies

Perform engine tune-ups and ignition system adjustments as necessary; inspect, adjust and reline brakes within specific guidelines

Diagnose and repair engine systems, such as distributors, coils, alternators, starters, and related systems

GENERAL QUALIFICATION GUIDELINES

Experience and Education

Graduation from a high school or equivalent (GED)

Qualified applicants must possess a minimum of (4) four years verifiable work experience as a diesel mechanic or, have a Journeyman's card

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

Certification required in engine and transmission repair, brake systems, air conditioning and electrical systems.

Knowledge, Skills, and Abilities

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

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

Ability to understand and follow written and oral instructions and directives

Must be able to perform duties of Mechanic I and II

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 fifty (50) pounds. Specific vision abilities required by this job include close vision, depth perception, and the ability to adjust focus

WORK ENVIRONMENT:

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

The noise level in the work environment is usually moderate

SAFETY REQUIREMENTS:

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

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

Maintain mental capacity which permits:

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

Effectively handle a work environment and conditions which involve:

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

Maintain effective audio-visual discrimination and perception needed for:

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

HIDALGO COUNTY PRECINCTS

MECHANIC IV

GENERAL DESCRIPTION

Performs advanced (senior-level) motor vehicle maintenance and equipment repair work. Work involves estimating repairs, requisitioning parts and supplies maintaining records of work performed, and overseeing the operation of a motor vehicle and equipment repair shop. May assign and/or supervise the work of others; Works under limited supervision, with considerable latitude for the use of initiative and independent judgment.

EXAMPLES OF WORK PERFORMED

Coordinates or performs various phases of motor vehicle repair such as paint, body, and mechanical repairs

Coordinates wrecker service to pick up wrecked or disabled vehicles

Oversees the repair and maintenance of various types of motors and mechanical equipment

Exchanges, rebuilds, and overhauls motors, transmission, differentials, and other major vehicle components and systems

Requisitions supplies, checks deliveries, maintains records of purchases and requisitions, and distributes supplies

Diagnoses and repairs all functions and controlling system of the vehicle

Discuss malfunctions, warranties, parts, and services with mechanics, drivers, and manufacturing representatives

Instructs mechanics in proper repair procedures and use of automated testing equipment

Inspects vehicles and estimates repairs

Prepares periodic reports and purchase orders

May assign and/or supervise the work of others

Performs related work as assigned

GENERAL QUALIFICATION GUIDELINES

Experience and Education

Four to five (4-5) years of experience in motor vehicle repair and maintenance work

Graduation from a high school or equivalent (GED), certificate in automotive repair

Experience and education may be substituted for one another

Certificates, Licenses and Registration

Certification from the National Institute of Automotive Service Excellence

Knowledge, Skills, and Abilities

Knowledge of automotive diagnosis, repair, and maintenance techniques; of welding; of departmental policies and record keeping procedures; of fleet management principles; of safety practices and principles used within an automotive repair facility; and of electrical and computerized systems and emission control systems

Skill in locating and diagnosing defective mechanical problems

Ability to work with electronic and computerized diagnostic equipment; to apply mechanical knowledge to the repair and maintenance of mechanical equipment

Maintain accurate records

Assign and/or supervise the work of others

PHYSICAL DEMANDS:

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

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

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

WORK ENVIRONMENT:

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

The noise level in the work environment is usually moderate

SAFETY REQUIREMENTS:

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

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

Maintain mental capacity which permits:

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

Effectively handle a work environment and conditions which involve:

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

Maintain effective audio-visual discrimination and perception needed for:

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

DATE: June 23, 2015

DEPARTMENT HEAD: Sergio Cruz, Budget Officer

DEPARTMENT NAME: Dept. of Budget & Mgmt for SHERIFF'S OFFICE

ACCOUNT NUMBER: 5-1X00-4XX-00-121-0XX-0-XXX

CONTACT PERSON: Debbie Tamez **PHONE:** (956) 292-7025 Ext. 5427

2015
Interfund Transfer
AI- 49959

SUBJECT: **Interdepartmental Transfer/s in Accordance with Local Government Code Chapter 111, Subchapter C.**

Honorable Commissioners' Court of Hidalgo County:

I would like to request the following Interdepartmental transfer/s (transfer in/out) (increase/decrease) in accordance with Local Government Code, Chapter 111, Subchapter C.

INCREASE/DECREASE ACCOUNT NUMBER		ACCOUNT (OBJECT) NAME		AMOUNT
FROM				
5-1200-431-00-121-005-0-	113	PCT 1 RD MAINT-	REGULAR F/T EMPLOYEES	(1,853.41)
5-1200-431-00-121-005-0-	211	PCT 1 RD MAINT-	HEALTH INSURANCE	(3,043.49)
5-1200-431-00-121-005-0-	212	PCT 1 RD MAINT-	LIFE INSURANCE	(19.28)
5-1200-431-00-121-005-0-	220	PCT 1 RD MAINT-	FICA	(141.79)
5-1200-431-00-121-005-0-	230	PCT 1 RD MAINT-	RETIREMENT	(197.02)
5-1200-431-00-121-005-0-	250	PCT 1 RD MAINT-	UNEMPLOYMENT COMP	(11.12)
5-1200-431-00-121-005-0-	260	PCT 1 RD MAINT-	WORKER'S COMP	(44.85)
5-1200-391-01-000-100-0-	000	TRANSFERS IN-	GENERAL FUND	(5,310.96)
TO				
5-1100-491-01-000-200-0-	891	TRANSFERS OUT-	R&B FUND	(5,310.96)
5-1100-452-00-121-013-0-	113	PCT 1 PARKS-	REGULAR F/T EMPLOYEES	1,853.41
5-1100-452-00-121-013-0-	211	PCT 1 PARKS-	HEALTH INSURANCE	3,043.49
5-1100-452-00-121-013-0-	212	PCT 1 PARKS-	LIFE INSURANCE	19.28
5-1100-452-00-121-013-0-	220	PCT 1 PARKS-	FICA	141.79
5-1100-452-00-121-013-0-	230	PCT 1 PARKS-	RETIREMENT	197.02
5-1100-452-00-121-013-0-	250	PCT 1 PARKS-	UNEMPLOYMENT COMP	11.12
5-1100-452-00-121-013-0-	260	PCT 1 PARKS-	WORKER'S COMP	44.85
		TOTAL BUDGET INCREASE (DECREASE)		5,310.96

REASON: **Transfer needed to fund pro-rated salary & fringes for the reclassification of one position, Mechanic III (TO) Mechanic IV, slot no. 0003 under Pct. #1 Parks.**

DEPARTMENT HEAD SIGNATURE

COMMISSIONERS COURT

DATE / /

ATTEST, COUNTY CLERK

AI-50032 **Human Resources** **12. B.**

CC - REGULAR

Meeting Date: 06/23/2015

Submitted For: Esther Cortez, HUMAN RESOURCES

Submitted By: Diana Munoz, HUMAN RESOURCES

Department: HUMAN RESOURCES

Information

CAPTION

Constable Prct. 4 (1100):
1. Approval of the following position title changes, effective next full pay period (06/29/15):

Action	Program	Slot#	Current Position Title	Proposed Position Title
Title Change	294-001	0012	Sr. Deputy Constable Step IV - Peace Officer Bike Patrol	Sr. Deputy Constable Step IV
Title Change	294-001	0014	Sr. Deputy Constable Step II - Peace Officer Bike Patrol	Sr. Deputy Constable Step II
Title Change	294-001	0016	Sr. Deputy Constable Step II - Bike Patrol	Sr. Deputy Constable Step II

2. Approval to revise the salary schedule in accordance with Commissioner's Court action.

BACKGROUND

Fiscal Impact

FISCAL YEAR: **ACCT. #:**

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

BUDGETARY IMPACT:

No budgetary impact - title change request.

Attachments

JOB DESCRIPTION
par

Form Review

Inbox **Reviewed By** **Date**

Budget & Management	Veronica Ortiz	06/17/2015 01:53 PM
Purchasing Department	Monica Badillo	06/19/2015 05:55 PM

Form Started By: Diana Munoz Started On: 06/05/2015 01:19 PM

Final Approval Date: 06/19/2015

HIDALGO COUNTY CONSTABLE PRECINCT #4

DEPUTY CONSTABLE

GENERAL DESCRIPTION

Protects county residents and property, enforces laws and serves legal documents, as appropriate. Depending on the assigned precinct, duties include primarily law enforcement and patrol or execution of civil and criminal processes.

EXAMPLES OF WORK PERFORMED

Serve warrants and make arrests

Patrols an assigned area, generally by vehicle to prevent crimes and enforces laws and regulations

Issues traffic citations, directs traffic and assists other law enforcement agencies in working accidents

Investigates traffic accidents and crimes against persons and property, and assists federal, state and local law enforcement officials

Keeps record of activities and prepare reports concerning crimes, complaints, accidents and investigations

Questions witnesses and suspects and take statements

Gathers and labels evidence, takes photographs and fingerprints, guard and transports prisoners, and testifies in court

Transports and books prisoners

Serve as substitute dispatcher or bailiff as required

Train new deputies and reserves in performance of various job duties

Respond to emergency calls and routine complaints and takes action as necessary

May assist emergency vehicles on escorts and on traffic control

Regular attendance is a must

Ability to work well with others

Performs other duties as may be assigned

GENERAL QUALIFICATION GUIDELINES

Experience and Education

Graduation from a high school or equivalent (GED)

One (1) year of law enforcement experience

Experience as a dispatcher or peace officer

Must have good computer skills

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

Certificates, Licenses, Registrations

Must possess basic certification by the Texas Commission on Law Enforcement Officer Standards and Education

May be required to be certified as a Jailer or Radar Operator

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

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

Clean driving record

May be required to post a bond or security

Other Skills and Abilities

Ability to understand and follow written and oral instructions, departmental policy, rules, regulations and laws

Ability to establish and maintain effective working relationships with other law enforcement officials, agencies and the general public

Ability to analyze situations and adopt a quick, effective and reasonable course of action

Ability to communicate effectively orally and in writing

May be required to type accurately at a speed of at least forty (40) words per minute

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

PHYSICAL DEMANDS:

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

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

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

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 15 2015
HUMAN RESOURCES

DEPARTMENT NAME/NUMBER: HIDALGO COUNTY CONSTABLE PRECINCT 4 - 294 - 001 **DATE:** 5/14/2015

CURRENT POSITION TITLE: SENIOR DEPUTY CONSTABLE STEP IV- BIKE PATROL **CURRENT SLOT. #:** 0012

REQUESTED POSITION TITLE: SENIOR DEPUTY CONSTABLE STEP IV
(For new positions or reclassifications)

REQUEST FOR:

☐ New Position ☐ Temporary Position ☐ Position Reclassification* ☑ Other POSITION TITLE CHANGE

*Civil Service Positions are submitted to the Civil Service Commission.

POSITION SALARY REQUEST:

Salary Amount: $ 47,734.00 (Current Budgeted Salary) $ 47,734.00 (Proposed Budgeted Salary) $ 0 (Net Change)

Position to be funded from one of the following:

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

☐ Other _____

POSITION Type:

Full Time Employee Object 113 ☑ Part Time Employee Object 114 ☐

Full Time Temporary Object 121 ☐ Part Time Temporary Object 122 ☐

Enter hourly rate for temp. positions

$ _____

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

TEMPORARY POSITIONS:

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

CIVIL SERVICE:		FLSA:	
Exempt	☐	Exempt	☐
Non-Exempt	☑	Non-Exempt	☑
N/A	☐		

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

OUR DEPARTMENT NO LONGER HAS OFFICERS ON BIKE PATROL

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

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

ADDITIONAL DUTIES: Explain reason for additional duties and attach list of additional duties.

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

HUMAN RESOURCES: Classification and Salary Recommendation

BUDGET & MANAGEMENT: Classification and Salary Recommendation

1.	DEPARTMENT HEAD	5/14/2015 DATE	FUNDING AVAILABLE IN DEPT. BUDGET	☑ YES	☐ NO
2.	HUMAN RESOURCES DIRECTOR	6/11/2015 DATE	PERSONNEL PROCEDURES COMPLETED	☑ YES	☐ NO
3.	DEPARTMENT OF BUDGET & MANAGEMENT	6/19/2015 DATE	BUDGET PROCEDURES COMPLETED	☑ YES	☐ NO
4.	COMMISSIONERS COURT APPROVAL	DATE			

HIDALGO COUNTY
Personnel Adjustment Request Form

RECEIVED
MAY 15 2015
HUMAN RESOURCES

DEPARTMENT NAME/NUMBER: HIDALGO COUNTY CONSTABLE PRECINCT 4 - 294 -001 **DATE:** 5/14/2015

CURRENT POSITION TITLE: SENIOR DEPUTY CONSTABLE STEP II - BIKE PATROL **CURRENT SLOT. #:** 0014

REQUESTED POSITION TITLE: SENIOR DEPUTY CONSTABLE STEP II
(For new positions or reclassifications)

REQUEST FOR:

☐ New Position ☐ Temporary Position ☐ Position Reclassification* ☑ Other POSITION TITLE CHANGE

*Civil Service Positions are submitted to the Civil Service Commission.

POSITION SALARY REQUEST:

Salary Amount: $ 44,561.00 (Current Budgeted Salary) $ 44,561.00 (Proposed Budgeted Salary) $ 0 (Net Change)

Position to be funded from one of the following:

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

☐ Other _____

POSITION Type:

Full Time Employee Object 113 ☑ Part Time Employee Object 114 ☐

Full Time Temporary Object 121 ☐ Part Time Temporary Object 122 ☐

Enter hourly rate for temp. positions

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

TEMPORARY POSITIONS:

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

CIVIL SERVICE:		FLSA:	
Exempt	☐	Exempt	☐
Non-Exempt	☑	Non-Exempt	☑
N/A	☐		

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

OUR DEPARTMENT NO LONGER HAS OFFICERS ON BIKE PATROL

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

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

ADDITIONAL DUTIES: Explain reason for additional duties and attach list of additional duties.

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

HUMAN RESOURCES: Classification and Salary Recommendation

BUDGET & MANAGEMENT: Classification and Salary Recommendation

1. DEPARTMENT HEAD	5/14/2015 DATE	FUNDING AVAILABLE IN DEPT. BUDGET	☑ YES	☐ NO
2. HUMAN RESOURCES DIRECTOR	6/11/2015 DATE	PERSONNEL PROCEDURES COMPLETED	☑ YES	☐ NO
3. DEPARTMENT OF BUDGET & MANAGEMENT	6/19/2015 DATE	BUDGET PROCEDURES COMPLETED	☑ YES	☐ NO
4. COMMISSIONERS COURT APPROVAL	DATE			

HIDALGO COUNTY
Personnel Adjustment Request Form

RECEIVED
MAY 15 2015
HUMAN RESOURCES

DEPARTMENT NAME/NUMBER: HIDALGO COUNTY CONSTABLE PRECINCT 4 - 294 **DATE:** 5/14/2015

CURRENT POSITION TITLE: SENIOR DEPUTY CONSTABLE STEP II - BIKE PATROL **CURRENT SLOT. #:** 0016

REQUESTED POSITION TITLE: SENIOR DEPUTY CONSTABLE STEP II
(For new positions or reclassifications)

REQUEST FOR:

☐ New Position ☐ Temporary Position ☐ Position Reclassification* ☑ Other POSITION TITLE CHANGE

*Civil Service Positions are submitted to the Civil Service Commission.

POSITION SALARY REQUEST:

Salary Amount: $ 44,561.00 (Current Budgeted Salary) $ 44,561.00 (Proposed Budgeted Salary) $ 0 (Net Change)

Position to be funded from one of the following:

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

☐ Other _____

POSITION Type:

Full Time Employee Object 113 ☑ Part Time Employee Object 114 ☐

Full Time Temporary Object 121 ☐ Part Time Temporary Object 122 ☐

Enter hourly rate for temp. positions

$ _____

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

TEMPORARY POSITIONS:

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

CIVIL SERVICE:		FLSA:	
Exempt	☐	Exempt	☐
Non-Exempt	☑	Non-Exempt	☑
N/A	☐		

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

OUR DEPARTMENT NO LONGER HAS OFFICERS ON BIKE PATROL

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

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

ADDITIONAL DUTIES: Explain reason for additional duties and attach list of additional duties.

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

HUMAN RESOURCES: Classification and Salary Recommendation

BUDGET & MANAGEMENT: Classification and Salary Recommendation

1.	DEPARTMENT HEAD	DATE 5/14/2015	FUNDING AVAILABLE IN DEPT. BUDGET	☑ YES	☐ NO
2.	HUMAN RESOURCES DIRECTOR	DATE 6/11/2015	PERSONNEL PROCEDURES COMPLETED	☑ YES	☐ NO
3.	DEPARTMENT OF BUDGET & MANAGEMENT	DATE 06/19/2015	BUDGET PROCEDURES COMPLETED	☑ YES	☐ NO
4.	COMMISSIONERS COURT APPROVAL	DATE			

HIDALGO COUNTY CONSTABLE PRECINCT #4

DEPUTY CONSTABLE

GENERAL DESCRIPTION

Protects county residents and property, enforces laws and serves legal documents, as appropriate. Depending on the assigned precinct, duties include primarily law enforcement and patrol or execution of civil and criminal processes.

EXAMPLES OF WORK PERFORMED

Serve warrants and make arrests

Patrols an assigned area, generally by vehicle to prevent crimes and enforces laws and regulations

Issues traffic citations, directs traffic and assists other law enforcement agencies in working accidents

Investigates traffic accidents and crimes against persons and property, and assists federal, state and local law enforcement officials

Keeps record of activities and prepare reports concerning crimes, complaints, accidents and investigations

Questions witnesses and suspects and take statements

Gathers and labels evidence, takes photographs and fingerprints, guard and transports prisoners, and testifies in court

Transports and books prisoners

Serve as substitute dispatcher or bailiff as required

Train new deputies and reserves in performance of various job duties

Respond to emergency calls and routine complaints and takes action as necessary

May assist emergency vehicles on escorts and on traffic control

Regular attendance is a must

Ability to work well with others

Performs other duties as may be assigned

GENERAL QUALIFICATION GUIDELINES

Experience and Education

Graduation from a high school or equivalent (GED)

One (1) year of law enforcement experience

Experience as a dispatcher or peace officer

Must have good computer skills

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

Certificates, Licenses, Registrations

Must possess basic certification by the Texas Commission on Law Enforcement Officer Standards and Education

May be required to be certified as a Jailer or Radar Operator

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

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

Clean driving record

May be required to post a bond or security

Other Skills and Abilities

Ability to understand and follow written and oral instructions, departmental policy, rules, regulations and laws

Ability to establish and maintain effective working relationships with other law enforcement officials, agencies and the general public

Ability to analyze situations and adopt a quick, effective and reasonable course of action

Ability to communicate effectively orally and in writing

May be required to type accurately at a speed of at least forty (40) words per minute

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

PHYSICAL DEMANDS:

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

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

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

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-50217 **Human Resources** **12. C.**

CC - REGULAR

Meeting Date: 06/23/2015

Submitted For: Esther Cortez, HUMAN RESOURCES

Submitted By: Diana Munoz, HUMAN RESOURCES

Department: HUMAN RESOURCES

Information

CAPTION

WIC ADM (1292):
1. Discussion, consideration and approval of the following personnel actions, effective next full pay period of 06/29/2015:

Action	Slot#	Dept/Program	Position Title	Proposed Budgeted Salary
Delete	0210	350-001	Clinic Aide I	<$21,008.00>
Delete	0240	350-001	Administrative Asst III	<$35,064.00>
Delete	0247	350-001	Lactation Specialist	<$32,769.00>
Create	0257	350-001	Maintenance IV	$32,769.00
Create	0258	350-001	Executive Assistant III	$50,556.00

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

BACKGROUND

Fiscal Impact

Attachments

JOB DESCRIPTIONS
par
fiscal

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	06/19/2015 12:07 PM
Purchasing Department	Monica Badillo	06/19/2015 05:55 PM

Form Started By: Diana Munoz Started On: 06/19/2015 10:09 AM
Final Approval Date: 06/19/2015

HIDALGO COUNTY WIC PROGRAM

EXECUTIVE ASSISTANT III

GENERAL DESCRIPTION

Performs highly advanced (senior-level) professional assistance work for an executive; Work involves coordinating or overseeing high level administrative operations of the County or department. Plan, assign, and/or supervise the work of others; Works under minimal supervision with extensive latitude for the use of initiative and independent judgment.

EXAMPLES OF WORK PERFORMED

Provides administrative and technical assistance to a County executive

Plans, prepares, or oversees the preparation of periodic and special reports

Interprets policies and procedures and makes administrative decisions

Develops administrative procedures, standards, and methods

Oversees the preparation of manuals and publications

Oversees the review and evaluation of work content for the purpose of developing effective administrative practices and formulating policies that may contribute to the improvement of public services provided by the County

Coordinates work with other governmental agencies and private organizations

Advises the agency executive on administrative matters within the department or County

Assist the executive with general human resource management actions

Assist in budget preparation

Plan, assign, and/or supervise the work of others

Plan and coordinate special and administrative assignments and programs

Performs related work as assigned

GENERAL QUALIFICATION GUIDELINES

Experience and Education

Five (5) years experience in office administration

Graduation from an accredited four-year college or university with major course work in business administration or a related field

Experience and education may be substituted for one another

Knowledge, Skills, and Abilities

Knowledge of accepted business practices and procedures involved in providing services and of applicable rules, regulations, and policies, as well as related legislative and legal practices and procedures

Ability to communicate effectively, and to handle high level administrative issues, to assign and/or supervise the work of others

Ability to analyze and solve work related problems

PHYSICAL DEMANDS:

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

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

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

WORK ENVIRONMENT:

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

The noise level in the work environment is usually moderate.

SAFETY REQUIREMENTS:

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

- sitting for extended periods of time
- operating assigned equipment

Maintain mental capacity which permits:

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

Effectively handle a work environment and conditions which involve:

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

Maintain effective audio-visual discrimination and perception needed for:

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

HIDALGO COUNTY WIC PROGRAM

MAINTENANCE IV

GENERAL DESCRIPTION

Performs highly complex (senior-level) restoration, renovation, and maintenance work; Work involves building repair, renovation, restoration, and alteration for the designated trade skill; May train others; May supervise the work of others; Works under limited supervision, with considerable latitude for the use of initiative and independent judgment.

EXAMPLES OF WORK PERFORMED

Oversees building repair, renovation, or restoration projects

Performs maintenance, repair, or inspection work on electrical, plumbing, steam, air conditioning, and mechanical equipment

Inspects structures, evaluates work to be performed, and determines the best method for performing maintenance and repair work

Inspects equipment, machinery, systems, and building accessories and appliances to ensure proper maintenance and repair

Maintains and repairs electrical outlets, control panels, switches, fixtures, and accessories; replaces and reseats brushes on motors; and splices wires and cables

Requisitions materials and equipment and maintains records of materials used, calculates material and labor costs, and orders parts and supplies to complete work orders

Repairs or oversees repairs to electronic equipment

Assembles, installs, repairs, and maintains modular furniture systems

May perform workshop operations to fabricate specialized items needed for project work or to refinish furniture, doors, and paneling

May perform welding, brazing, or soldering operations to reconstruct or fabricate metal work

May maintain and repair machinery, equipment, systems, or components

May train others

May supervise the work of others

Performs related work as assigned

GENERAL QUALIFICATION GUIDELINES

Experience and Education

Over five (5+) years of experience in building maintenance and repair work

Graduation from a high school or equivalent (GED); supplemented by vocational training in a designated trade

Experience and education may be substituted for one another.

Knowledge, Skills, and Abilities

Knowledge of the repair, maintenance, and operation of buildings; of plastering; of electronic or electrical work; of welding procedures and techniques; and of fire and safety regulations

Ability to organize preventive maintenance programs; to apply proper methods, techniques, and procedures in the maintenance and repair of buildings, and related equipment; to perform maintenance; to follow instructions; to read and interpret drawings, diagrams, and blueprints; 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 regularly required to talk or hear. The employee frequently is required to stand. The employee is occasionally required to walk; sit; use hands to find, handle, or feel objects, tools or controls; reach with hands and arms; climb or balance; stoop and kneel.

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

WORK ENVIRONMENT:

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

The noise level in the work environment is usually moderate.

SAFETY REQUIREMENTS:

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

- sitting for extended periods of time
- operating assigned equipment

Maintain mental capacity which permits:

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

Effectively handle a work environment and conditions which involve:

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

Maintain effective audio-visual discrimination and perception needed for:

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

HIDALGO COUNTY
Personnel Adjustment Request Form

RECEIVED
JUN 15 2015
HUMAN RESOURCES

DEPARTMENT NAME/NUMBER: WIC/350-001 **DATE:** 6-15-15

CURRENT POSITION TITLE: CLINIC AIDE I **CURRENT SLOT. #:** 210

REQUESTED POSITION TITLE:
(For new positions or reclassifications)

REQUEST FOR:

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

*Civil Service Positions are submitted to the Civil Service Commission.

POSITION SALARY REQUEST:

Salary Amount: $ 21,008.00 (Current Budgeted Salary) $ 0 (Proposed Budgeted Salary) $ (21,008.00) (Net Change)

Position to be funded from one of the following:

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

☐ Other _____

POSITION Type:

Full Time Employee Object 113 ☒ Part Time Employee Object 114 ☐

Full Time Temporary Object 121 ☐ Part Time Temporary Object 122 ☐

Enter hourly rate for temp. positions

$ _____

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

TEMPORARY POSITIONS:

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

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

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

Vacant

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

sdfsdfsdf N/A

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

N/A

ADDITIONAL DUTIES: Explain reason for additional duties and attach list of additional duties.

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

HUMAN RESOURCES: Classification and Salary Recommendation

BUDGET & MANAGEMENT: Classification and Salary Recommendation

1. Norma Lozano DEPARTMENT HEAD	6-15-15 DATE	FUNDING AVAILABLE IN DEPT. BUDGET	☑ YES	☐ NO
2. sdfgsdfg HUMAN RESOURCES DIRECTOR	6/19/2015 DATE	PERSONNEL PROCEDURES COMPLETED	☑ YES	☐ NO
3. DEPARTMENT OF BUDGET & MANAGEMENT	06/19/2015 DATE	BUDGET PROCEDURES COMPLETED	☑ YES	☐ NO
4. COMMISSIONERS COURT APPROVAL	DATE			

HIDALGO COUNTY
Personnel Adjustment Request Form

RECEIVED
MAY 27 2015
HUMAN RESOURCES

DEPARTMENT NAME/NUMBER: WIC/350-001 **DATE:** 5-27-15

CURRENT POSITION TITLE: ADMINISTRATIVE ASSISTANT III **CURRENT SLOT. #:** 240

REQUESTED POSITION TITLE:
(For new positions or reclassifications)

REQUEST FOR:

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

*Civil Service Positions are submitted to the Civil Service Commission.

POSITION SALARY REQUEST:

Salary Amount: $ 35,064.00 (Current Budgeted Salary) $ 0 (Proposed Budgeted Salary) $ <35,064.00> (Net Change)

Position to be funded from one of the following:

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

☐ Other _____

POSITION Type:

Full Time Employee Object 113 ☒ Part Time Employee Object 114 ☐

Full Time Temporary Object 121 ☐ Part Time Temporary Object 122 ☐

$ _____ Enter hourly rate for temp. positions

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

TEMPORARY POSITIONS:

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

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

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

Vacant

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

sdfsdfsdf N/A

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

N/A

ADDITIONAL DUTIES: Explain reason for additional duties and attach list of additional duties.

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

HUMAN RESOURCES: Classification and Salary Recommendation

BUDGET & MANAGEMENT: Classification and Salary Recommendation

1.	DEPARTMENT HEAD	DATE 5/27/15	FUNDING AVAILABLE IN DEPT. BUDGET	☑ YES	☐ NO
2.	sdfsdfg HUMAN RESOURCES DIRECTOR	DATE 6/19/2015	PERSONNEL PROCEDURES COMPLETED	☑ YES	☐ NO
3.	DEPARTMENT OF BUDGET & MANAGEMENT	DATE 06/19/2015	BUDGET PROCEDURES COMPLETED	☑ YES	☐ NO
4.	COMMISSIONERS COURT APPROVAL	DATE			

HIDALGO COUNTY
Personnel Adjustment Request Form

RECEIVED
MAY 27 2015
HUMAN RESOURCES

DEPARTMENT NAME/NUMBER: WIC/350-001 **DATE:** 5-27-15

CURRENT POSITION TITLE: LACTATION SPECIALIST **CURRENT SLOT. #:** 247

REQUESTED POSITION TITLE:
(For new positions or reclassifications)

REQUEST FOR:

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

*Civil Service Positions are submitted to the Civil Service Commission.

POSITION SALARY REQUEST:

Salary Amount: $ 32,769.00 (Current Budgeted Salary) $ 0 (Proposed Budgeted Salary) $ (32,769.00) (Net Change)

Position to be funded from one of the following:

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

☐ Other _____

POSITION Type:

Full Time Employee Object 113 ☒ Part Time Employee Object 114 ☐ _____

Full Time Temporary Object 121 ☐ Part Time Temporary Object 122 ☐ $ _____ Enter hourly rate for temp. positions

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

TEMPORARY POSITIONS:

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

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

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

Vacant

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

sdfsdfsdf **N/A**

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

N/A

ADDITIONAL DUTIES: Explain reason for additional duties and attach list of additional duties.

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	5/27/15 DATE	FUNDING AVAILABLE IN DEPT. BUDGET	☑ YES	☐ NO
2.	sdfgsdfg HUMAN RESOURCES DIRECTOR	6/19/2015 DATE	PERSONNEL PROCEDURES COMPLETED	☑ YES	☐ NO
3.	DEPARTMENT OF BUDGET & MANAGEMENT	06/19/2015 DATE	BUDGET PROCEDURES COMPLETED	☑ YES	☐ NO
4.	COMMISSIONERS COURT APPROVAL	DATE			

HIDALGO COUNTY
Personnel Adjustment Request Form

RECEIVED
MAY 27 2015
HUMAN RESOURCES

DEPARTMENT NAME/NUMBER: WIC/350-001 **DATE:** 5-27-15

CURRENT POSITION TITLE: **CURRENT SLOT. #:** 257

REQUESTED POSITION TITLE: MAINTENANCE IV
(For new positions or reclassifications)

REQUEST FOR:

[X] New Position [ ] Temporary Position [ ] Position Reclassification* [ ] Other _____

*Civil Service Positions are submitted to the Civil Service Commission.

POSITION SALARY REQUEST:

Salary Amount: $ 0 (Current Budgeted Salary) $ 32,769 (Proposed Budgeted Salary) $ 32,769.00 (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 Temporary Object 121 [ ] Part Time Temporary Object 122 [ ] $ _____

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

TEMPORARY POSITIONS:

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

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

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

To help with maintenace of clinics and mail-run

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

sdfsdfsdf See job description attached.

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

ADDITIONAL DUTIES: Explain reason for additional duties and attach list of additional duties.

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

HUMAN RESOURCES: Classification and Salary Recommendation

BUDGET & MANAGEMENT: Classification and Salary Recommendation

1.	DEPARTMENT HEAD	DATE 5-27-15	FUNDING AVAILABLE IN DEPT. BUDGET	☑ YES	☐ NO
2.	sdfgsdfg HUMAN RESOURCES DIRECTOR	DATE 6/9/2015	PERSONNEL PROCEDURES COMPLETED	☑ YES	☐ NO
3.	DEPARTMENT OF BUDGET & MANAGEMENT	DATE 06/19/2015	BUDGET PROCEDURES COMPLETED	☑ YES	☐ NO
4.	COMMISSIONERS COURT APPROVAL	DATE			

HIDALGO COUNTY WIC PROGRAM

MAINTENANCE IV

GENERAL DESCRIPTION

Performs highly complex (senior-level) restoration, renovation, and maintenance work; Work involves building repair, renovation, restoration, and alteration for the designated trade skill; May train others; May supervise the work of others; Works under limited supervision, with considerable latitude for the use of initiative and independent judgment.

EXAMPLES OF WORK PERFORMED

Oversees building repair, renovation, or restoration projects

Performs maintenance, repair, or inspection work on electrical, plumbing, steam, air conditioning, and mechanical equipment

Inspects structures, evaluates work to be performed, and determines the best method for performing maintenance and repair work

Inspects equipment, machinery, systems, and building accessories and appliances to ensure proper maintenance and repair

Maintains and repairs electrical outlets, control panels, switches, fixtures, and accessories; replaces and reseats brushes on motors; and splices wires and cables

Requisitions materials and equipment and maintains records of materials used, calculates material and labor costs, and orders parts and supplies to complete work orders

Repairs or oversees repairs to electronic equipment

Assembles, installs, repairs, and maintains modular furniture systems

May perform workshop operations to fabricate specialized items needed for project work or to refinish furniture, doors, and paneling

May perform welding, brazing, or soldering operations to reconstruct or fabricate metal work

May maintain and repair machinery, equipment, systems, or components

May train others

May supervise the work of others

Performs related work as assigned

GENERAL QUALIFICATION GUIDELINES

Experience and Education

Over five (5+) years of experience in building maintenance and repair work

Graduation from a high school or equivalent (GED); supplemented by vocational training in a designated trade

Experience and education may be substituted for one another.

Knowledge, Skills, and Abilities

Knowledge of the repair, maintenance, and operation of buildings; of plastering; of electronic or electrical work; of welding procedures and techniques; and of fire and safety regulations

Ability to organize preventive maintenance programs; to apply proper methods, techniques, and procedures in the maintenance and repair of buildings, and related equipment; to perform maintenance; to follow instructions; to read and interpret drawings, diagrams, and blueprints; 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 regularly required to talk or hear. The employee frequently is required to stand. The employee is occasionally required to walk; sit; use hands to find, handle, or feel objects, tools or controls; reach with hands and arms; climb or balance; stoop and kneel.

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

WORK ENVIRONMENT:

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

The noise level in the work environment is usually moderate.

SAFETY REQUIREMENTS:

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

- sitting for extended periods of time
- operating assigned equipment

Maintain mental capacity which permits:

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

Effectively handle a work environment and conditions which involve:

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

Maintain effective audio-visual discrimination and perception needed for:

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

HIDALGO COUNTY
Personnel Adjustment Request Form

RECEIVED
JUN 15 2015
HUMAN RESOURCES

DEPARTMENT NAME/NUMBER: WIC/350-001 **DATE:** 6-15-15

CURRENT POSITION TITLE: **CURRENT SLOT. #:** 258

REQUESTED POSITION TITLE: Executive Assistant III
(For new positions or reclassifications)

REQUEST FOR:

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

*Civil Service Positions are submitted to the Civil Service Commission.

POSITION SALARY REQUEST:

Salary Amount: $ 0 (Current Budgeted Salary) $ 50,556.00 (Proposed Budgeted Salary) $ 50,556.00 (Net Change)

Position to be funded from one of the following:

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

☐ Other _____

POSITION Type:

Full Time Employee Object 113 ☒ Part Time Employee Object 114 ☐ _____

Full Time Temporary Object 121 ☐ Part Time Temporary Object 122 ☐ $ _____ Enter hourly rate for temp. positions

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

TEMPORARY POSITIONS:

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

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

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

To help with financial reports.

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

sdfsdfsdf See job description attached.

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

ADDITIONAL DUTIES: Explain reason for additional duties and attach list of additional duties.

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

HUMAN RESOURCES: Classification and Salary Recommendation

BUDGET & MANAGEMENT: Classification and Salary Recommendation

1. DEPARTMENT HEAD	DATE 6-15-15	FUNDING AVAILABLE IN DEPT. BUDGET	☑ YES	☐ NO
2. sdfgsdfg HUMAN RESOURCES DIRECTOR	DATE 6/19/2015	PERSONNEL PROCEDURES COMPLETED	☑ YES	☐ NO
3. DEPARTMENT OF BUDGET & MANAGEMENT	DATE 06/19/2015	BUDGET PROCEDURES COMPLETED	☑ YES	☐ NO
4. COMMISSIONERS COURT APPROVAL	DATE			

HIDALGO COUNTY WIC PROGRAM

EXECUTIVE ASSISTANT III

GENERAL DESCRIPTION

Performs highly advanced (senior-level) professional assistance work for an executive; Work involves coordinating or overseeing high level administrative operations of the County or department. Plan, assign, and/or supervise the work of others; Works under minimal supervision with extensive latitude for the use of initiative and independent judgment.

EXAMPLES OF WORK PERFORMED

Provides administrative and technical assistance to a County executive

Plans, prepares, or oversees the preparation of periodic and special reports

Interprets policies and procedures and makes administrative decisions

Develops administrative procedures, standards, and methods

Oversees the preparation of manuals and publications

Oversees the review and evaluation of work content for the purpose of developing effective administrative practices and formulating policies that may contribute to the improvement of public services provided by the County

Coordinates work with other governmental agencies and private organizations

Advises the agency executive on administrative matters within the department or County

Assist the executive with general human resource management actions

Assist in budget preparation

Plan, assign, and/or supervise the work of others

Plan and coordinate special and administrative assignments and programs

Performs related work as assigned

GENERAL QUALIFICATION GUIDELINES

Experience and Education

Five (5) years experience in office administration

Graduation from an accredited four-year college or university with major course work in business administration or a related field

Experience and education may be substituted for one another

Knowledge, Skills, and Abilities

Knowledge of accepted business practices and procedures involved in providing services and of applicable rules, regulations, and policies, as well as related legislative and legal practices and procedures

Ability to communicate effectively, and to handle high level administrative issues, to assign and/or supervise the work of others

Ability to analyze and solve work related problems

PHYSICAL DEMANDS:

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

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

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

WORK ENVIRONMENT:

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

The noise level in the work environment is usually moderate.

SAFETY REQUIREMENTS:

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

- sitting for extended periods of time
- operating assigned equipment

Maintain mental capacity which permits:

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

Effectively handle a work environment and conditions which involve:

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

Maintain effective audio-visual discrimination and perception needed for:

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

HIDALGO COUNTY
Department of Budget & Management
FISCAL NOTE

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

To: Commissioner' Court
From: Sergio Cruz, Budget Officer
CC Date: Tuesday, June 23, 2015 Agenda Item: 50217

Summary of request/proposal:
WIC ADM (1292) -
Approval of the following personnel actions, effective next full pay period, 6/29/15:

Fund	Position	Slot #	Obj	Current Budgeted Salary Allowance	Proposed Budgeted Salary/ Allowance	Total Requested
1292	Clinic Aide I	0210	113	21,008.00	0.00	(21,008.00)
1292	Administrative Asst III	0240	113	35,064.00	0.00	(35,064.00)
1292	Lactation Specialist	0247	113	32,769.00	0.00	(32,769.00)
1292	Maintenance IV	0257	113	0.00	32,769.00	32,769.00
1292	Executive Assistant III	0258	113	0.00	50,556.00	50,556.00
				88,841.00	83,325.00	(5,516.00)

Budgetary Impact:

INCREASE/DECREASE ACCOUNT NUMBER		ACCOUNT (OBJECT) NAME		AMOUNT
5-1292-441-00-350-001-5-	113	WIC ADM-	REGULAR FULL TIME	($2,831.97)
5-1292-441-00-350-001-5-	211	WIC ADM-	HEALTH INSURANCE	($3,043.49)
5-1292-441-00-350-001-5-	212	WIC ADM-	LIFE INSURANCE	($19.28)
5-1292-441-00-350-001-5-	220	WIC ADM-	FICA	($216.65)
5-1292-441-00-350-001-5-	230	WIC ADM-	RETIREMENT	($301.04)
5-1292-441-00-350-001-5-	250	WIC ADM-	UNEMPLOYMENT COMP	($16.99)
5-1292-441-00-350-001-5-	260	WIC ADM-	WORKER'S COMP	($26.62)
			2015 Budgetary Impact	($6,456.04)

2016 Budgetary Impact: ($12,574.83)

Possible Funding Sources: Cost Savings

Comments:

Hidalgo Co. Budget Office
2/3/2005

AI-50183 **Human Resources** **12. D.**

CC - REGULAR

Meeting Date: 06/23/2015

Submitted For: Esther Cortez, HUMAN RESOURCES

Submitted By: Diana Munoz, HUMAN RESOURCES

Department: HUMAN RESOURCES

Information

CAPTION

Sheriff's (1100):
1. Discussion, consideration and approval of the following personnel actions to change the funding source from the Jail budget to the Sheriff's budget as follows:

Action	Dept/Program	Slot #	Position Title	Current Budgeted Salary/Allowance	Proposed Budgeted Salary/ Allowance
Delete /	280-002	0024	Sr. Deputy Sheriff Step IV	$47,734.00	-0-
Remove Clothing Allowance				$500.00	-0-
Create /	280-001	0420	Sr. Deputy Sheriff Step IV	-0-	$47,734.00
Add Clothing Allowance				-0-	$500.00

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

BACKGROUND

Fiscal Impact

Attachments

Fiscal Note - Sheriff
Fiscal Note - Jail
Transfer
par/job desc

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	06/18/2015 03:24 PM
Purchasing Department	Monica Badillo	06/19/2015 05:55 PM

Form Started By: Diana Munoz Started On: 06/18/2015 11:24 AM

Final Approval Date: 06/19/2015

HIDALGO COUNTY
Department of Budget & Management
FISCAL NOTE

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

To: Commissioner' Court
From: Sergio Cruz, Budget Officer
CC Date: Tuesday, June 23, 2015 Agenda Item: 50183

Summary of request/proposal:
SHERIFF'S (1100)-
APPROVAL OF THE FOLLOWING PERSONNEL ACTIONS, EFFECTIVE 6/23/15:

Fund	Position	Slot #	Obj	Current Budgeted Salary Allowance	Proposed Budgeted Salary/ Allowance	Total Requested
1100	SR DEPUTY SHERIFF STEP IV	0420	113	0.00	47,734.00	47,734.00
1100	SR DEPUTY SHERIFF STEP IV (ALLOWANCE)	0420	119	0.00	500.00	500.00
				0.00	48,234.00	48,234.00

Budgetary Impact:

INCREASE/DECREASE ACCOUNT NUMBER		ACCOUNT (OBJECT) NAME		AMOUNT
5-1100-421-00-280-001-0-	113	SHERIFF	REGULAR FULL TIME	$25,238.67
5-1100-421-00-280-001-0-	119	SHERIFF	CLOTHING ALLOWANCE	$264.37
5-1100-421-00-280-001-0-	211	SHERIFF	HEALTH INSURANCE	$3,134.34
5-1100-421-00-280-001-0-	212	SHERIFF	LIFE INSURANCE	$19.86
5-1100-421-00-280-001-0-	220	SHERIFF	FICA	$1,950.98
5-1100-421-00-280-001-0-	230	SHERIFF	RETIREMENT	$2,710.97
5-1100-421-00-280-001-0-	250	SHERIFF	UNEMPLOYMENT COMP	$153.02
5-1100-421-00-280-001-0-	260	SHERIFF	WORKER'S COMP	$795.69
			2015 Budgetary Impact	$34,267.90

2016 Budgetary Impact: $64,811.03

Possible Funding Sources: Interdepartmental Transfer to fund from deleted position from Jail Budget (1100-423-21-280-002-0-XXX).

Comments:

Hidalgo Co. Budget Office
2/3/2005

HIDALGO COUNTY
Department of Budget & Management
FISCAL NOTE

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

To: Commissioner' Court
From: Sergio Cruz, Budget Officer
CC Date: Tuesday, June 23, 2015 Agenda Item: 50183

Summary of request/proposal:
JAIL (1100)-
APPROVAL OF THE FOLLOWING PERSONNEL ACTIONS, EFFECTIVE 6/23/15:

Fund	Position	Slot #	Obj	Current Budgeted Salary Allowance	Proposed Budgeted Salary/ Allowance	Total Requested
1100	SR DEPUTY SHERIFF STEP IV	0024	113	47,734.00	0.00	(47,734.00)
1100	SR DEPUTY SHERIFF STEP IV (ALLOWANCE)	0024	119	500.00	0.00	(500.00)
				48,234.00	0.00	(48,234.00)

Budgetary Impact:

INCREASE/DECREASE ACCOUNT NUMBER		ACCOUNT (OBJECT) NAME		AMOUNT
5-1100-423-21-280-002-0-	113	JAIL	REGULAR FULL TIME	($25,238.67)
5-1100-423-21-280-002-0-	119	JAIL	CLOTHING ALLOWANCE	($264.37)
5-1100-423-21-280-002-0-	211	JAIL	HEALTH INSURANCE	($3,134.34)
5-1100-423-21-280-002-0-	212	JAIL	LIFE INSURANCE	($19.86)
5-1100-423-21-280-002-0-	220	JAIL	FICA	($1,950.98)
5-1100-423-21-280-002-0-	230	JAIL	RETIREMENT	($2,710.97)
5-1100-423-21-280-002-0-	250	JAIL	UNEMPLOYMENT COMP	($153.02)
5-1100-423-21-280-002-0-	260	JAIL	WORKER'S COMP	($795.69)
			2015 Budgetary Impact	($34,267.90)

2016 Budgetary Impact: ($64,811.03)

Possible Funding Sources: Cost Savings

Comments:

Hidalgo Co. Budget Office
2/3/2005

DATE: June 23, 2015

DEPARTMENT HEAD: Sergio Cruz, Budget Officer

DEPARTMENT NAME: Dept. of Budget & Mgmt for SHERIFF'S OFFICE

ACCOUNT NUMBER: 5-1100-42X-00-280-00X-0-XXX

CONTACT PERSON: Debbie Tamez **PHONE:** (956) 292-7025 Ext. 5427

2015
Transfer
AI- 50183

SUBJECT: **Interdepartmental Transfer/s in Accordance with Local Government Code Chapter 111, Subchapter C.**

Honorable Commissioners' Court of Hidalgo County:

I would like to request the following Interdepartmental transfer/s (transfer in/out) (increase/decrease) in accordance with Local Government Code, Chapter 111, Subchapter C.

INCREASE/DECREASE ACCOUNT NUMBER		ACCOUNT (OBJECT) NAME		AMOUNT
FROM				
5-1100-423-21-280-002-0-	113	JAIL	REGULAR F/T EMPLOYEES	(25,238.67)
5-1100-423-21-280-002-0-	119	JAIL	CLOTHING ALLOWANCE	(264.37)
5-1100-423-21-280-002-0-	211	JAIL	HEALTH INSURANCE	(3,134.34)
5-1100-423-21-280-002-0-	212	JAIL	LIFE INSURANCE	(19.86)
5-1100-423-21-280-002-0-	220	JAIL	FICA	(1,950.98)
5-1100-423-21-280-002-0-	230	JAIL	RETIREMENT	(2,710.97)
5-1100-423-21-280-002-0-	250	JAIL	UNEMPLOYMENT COMP	(153.02)
5-1100-423-21-280-002-0-	260	JAIL	WORKER'S COMP	(795.69)
TO				
5-1100-421-00-280-001-0-	113	SHERIFF	REGULAR F/T EMPLOYEES	25,238.67
5-1100-421-00-280-001-0-	119	SHERIFF	CLOTHING ALLOWANCE	264.37
5-1100-421-00-280-001-0-	211	SHERIFF	HEALTH INSURANCE	3,134.34
5-1100-421-00-280-001-0-	212	SHERIFF	LIFE INSURANCE	19.86
5-1100-421-00-280-001-0-	220	SHERIFF	FICA	1,950.98
5-1100-421-00-280-001-0-	230	SHERIFF	RETIREMENT	2,710.97
5-1100-421-00-280-001-0-	250	SHERIFF	UNEMPLOYMENT COMP	153.02
5-1100-421-00-280-001-0-	260	SHERIFF	WORKER'S COMP	795.69
		TOTAL BUDGET INCREASE (DECREASE)		0.00

REASON: **Interdepartmental transfer needed to fund pro-rated salary & fringes for the creation of one new position, Sr. Deputy Sheriff Step IV, slot no. 0420 under the Sheriff's Office.**

DEPARTMENT HEAD SIGNATURE

COMMISSIONERS COURT

DATE

ATTEST, COUNTY CLERK

HIDALGO COUNTY
Personnel Adjustment Request Form

RECEIVED
JUN 11 2015
HUMAN RESOURCES

DEPARTMENT NAME/NUMBER: **SHERIFF'S OFFICE (280 - 002)** DATE: **6/10/2015**

CURRENT POSITION TITLE: **SR. DEPUTY SHERIFF STEP IV** CURRENT SLOT #: 02--**024**

REQUESTED POSITION TITLE: ~~**SR. DEPUTY SHERIFF STEP IV**~~

REQUEST FOR:

☐ New Position ☐ Temporary Position ☐ Position Reclassification* ☒ Other Delete dem. ~~Interdepartmental transfer~~

* Civil Service Positions are submitted to the Civil Service Commission.

POSITION SALARY REQUEST:

Salary Amount:

$ **47,734.00** Current G&S/ Budgeted Salary	$ ~~**47,734.00**~~ Ø Proposed G&S/ Budgeted Salary	$ < $47,734.00 ~~**0.00**~~ Net Change
$ **500.00** Current G&S/ Budgeted Salary	$ ~~**500.00**~~ Ø Proposed G&S/ Budgeted Salary	$ < 500.00 ~~**0.00**~~ Net Change

Position to be funded from one of the following:

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

☐ Other _____

POSITION Type:

Full Time Employee Object 113 ☒ Part Time Employee Object 114 ☐ _____ Enter hourly rate for temp. positions

Full Time Employee Object 121 ☐ Part Time Temporary Object 122 ☐ $ _____ Hourly Rate "2,080 hrs. per year = Annual Salary

TEMPORARY POSITIONS: N/A

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

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

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

Changing funding sources from Jail budget (Acc#5-1100-423-21-280-002-0-113) to the Sheriff's Budget (Acc# 5-1100-421-00-280-001-0113). Transferring the funds from a vacant Sr. Deputy Sheriff Step IV slot from the Jail budget to create Sr. Deputy Sheriff Step IV slot in Sheriff's Budget.

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	6/10/15 Date	FUNDING AVAILABLE IN DEPT. BUDGET	[x] YES	[ ] NO
2.	HUMAN RESOURCES DIRECTOR	6/18/2011 Date	PERSONNEL PROCEDURES COMPLETED	[✓] YES	[ ] NO
3.	DEPARTMENT OF BUDGET & MANAGEMENT	06/19/2015 Date	BUDGET PROCEDURES COMPLETED	[✓] YES	[ ] NO
4.	COMMISSIONERS' COURT APPROVAL	Date			

HIDALGO COUNTY
Personnel Adjustment Request Form

RECEIVED
JUN 18 2015
HUMAN RESOURCES

DEPARTMENT NAME/NUMBER: **SHERIFF'S OFFICE (280-001)** DATE: **6/18/2015**

CURRENT POSITION TITLE: CURRENT SLOT #: **001-~~419~~ 420** D.T.

REQUESTED POSITION TITLE: **SR. DEPUTY SHERIFF STEP IV**

REQUEST FOR:

[X] New Position [ ] Temporary Position [ ] Position Reclassification* [ ] Other _____

* Civil Service Positions are submitted to the Civil Service Commission.

POSITION SALARY REQUEST:

Salary Amount:

$ **0.00** Current G&S/ Budgeted Salary	$ **47,734.00** Proposed G&S/ Budgeted Salary	$ **47,734.00** Net Change
$ **0.00** Current G&S/ Budgeted Salary	$ **500.00** Proposed G&S/ Budgeted Salary	$ **500.00** Net Change

Position to be funded from one of the following:

[x] Current Department Budget [ ] Annual Budget Cycle [ ] Will Require Additional Funds

[ ] Other _____

POSITION Type:

Full Time Employee Object 113 [X] Part Time Employee Object 114 [ ] _____ Enter hourly rate for temp. positions

Full Time Employee Object 121 [ ] Part Time Temporary Object 122 [ ] $ _____ Hourly Rate "2,080 hrs. per year = Annual Salary

TEMPORARY POSITIONS: N/A

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

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

FLSA:
Exempt [ ]
Non-Exempt [X]

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

Changing funding sources from Jail budget (Acc#5-1100-423-21-280-002-0-113) to the Sheriff's Budget (Acc# 5-1100-421-00-280-001-0-113). Transferring the funds from a vacant Sr. Deputy Sheriff Step IV slot from the Jail budget to create Sr. Deputy Sheriff Step IV slot in Sheriff's Budget.

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	6/18/15 Date	FUNDING AVAILABLE IN DEPT. BUDGET	[x]	YES	[ ] NO
2.	HUMAN RESOURCES DIRECTOR	6/18/2015 Date	PERSONNEL PROCEDURES COMPLETED	[✓]	YES	[ ] NO
3.	DEPARTMENT OF BUDGET & MANAGEMENT	06/19/2015 Date	BUDGET PROCEDURES COMPLETED	[✓]	YES	[ ] NO
4.	COMMISSIONERS' COURT APPROVAL	Date				

HIDALGO COUNTY SHERIFF'S OFFICE

DEPUTY SHERIFF

GENERAL DESCRIPTION

May be assigned to patrol, narcotics, civil process, warrants, courthouse security, criminal investigation or school policing. Depending on area to which assigned, may perform primarily undercover and surveillance work, patrol work, civil and criminal process serving or investigative work.

EXAMPLES OF WORK PERFORMED

Criminal Enforcement Division
Depending on area to which assigned, may perform any of the following duties:

Patrol an assigned area, generally by vehicle, to prevent crimes and enforce laws and regulations

Respond to emergency calls and routine complaints and take action as necessary

Issue traffic citations and direct traffic

Investigate traffic accidents and crimes against persons and property and assist federal, state and local law enforcement officials

Keep records of activities and make reports concerning crimes, complaints, accidents and investigations

File cases with District Attorney or U.S. Attorney

Make lawful arrests for violations of laws for the State of Texas and local government ordinance and/or resolution

Serve felony, misdemeanor and mental commitment warrants and make arrests

Serve court papers including writs, summons, subpoenas, capias, etc.

Question witnesses and suspects and take statements and depositions

Assist other law enforcement agencies as needed

Perform surveillance of suspects and assigned locations

Meet with informants and conduct undercover narcotics work

Handle and care for dogs involved in narcotics investigations

Conduct background investigations on applicants for law enforcements and corrections positions

Serve as a bailiff in county and district courts

Gather and label evidence, take photographs and fingerprints, guard and transport prisoners and testify in court

May address and work with community groups to promote good public relations and to inform citizens of police activities and crime prevention

May be responsible for animal control, especially relating to cattle on roadways

Return persons who have been arrested to county in other locations in and out of state

Regular attendance is a must

Ability to work well with others

In School Policing

Respond to emergency calls within the school assigned. Handle routine complaints and take action as necessary

Issue traffic citations and direct traffic

Investigate crimes against persons and property and assists federal, state and local law enforcement officials

Keep records of activities and makes reports concerning crimes, complaints, accidents and investigations

File cases with District Attorney, U.S. Attorney, or Hidalgo County juvenile authorities

Make lawful arrests for violations of laws for the State of Texas and local government ordinance and/or resolution

Serve felony, misdemeanor and mental commitment warrants and make arrests

Question witnesses and suspects and take statements

Assist other law enforcement agencies as needed

May handle and care for dogs involved in narcotics investigations

Gather and label evidence, take photographs and fingerprints, guard and transport prisoners and testify in court

May address and work with community and school groups to promote good public relations and to inform citizens, students, and school faculty of police activities and crime prevention

Will interact with students and school faculty on a daily basis

Will be involved in participating and providing security for school related activities and functions

Will coordinate with Deputy Sheriffs assigned to other schools, criminal enforcement division and other law enforcement agencies for their participating or providing security for school related functions and activities

Will report directly to the school assigned rather than the sheriff's department on a daily basis, unless otherwise instructed

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

SUPERVISORY RESPONSIBILITIES

May be asked to oversee special details involving two or more officers

GENERAL QUALIFICATION GUIDELINES

Experience and Education

Graduation from a high school or equivalent (GED)

At least one (1) year of law enforcement related experience

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

Certificates, Licenses, & Registration

Applicant must possess a current Basic Peace Officer Certification from the Texas Commission on Law Enforcement Officers Standard and Education

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

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

AI-50107 **Human Resources** **12. E.**

CC - REGULAR

Meeting Date: 06/23/2015

Submitted For: Esther Cortez, HUMAN RESOURCES

Submitted By: Sylvia Rios, HUMAN RESOURCES

Department: HUMAN RESOURCES

Information

CAPTION

DA Investigation HB65 (1223):

1. Requesting waiver of the Budget Amendment Policy - Personnel - Related Amendments.
2. Discussion, approval and consideration of the following personnel actions effective next full pay period of 06/29/2015 and approval to create the following temporary part time positions not to exceed six months, beginning 07/01/2015 - 12/31/2015:

Action	Slot#	Dept/ Program	Position Title	Proposed Budgeted Salary/Rate of pay
Create	0131	080-007	Administrative Assistant I	$30,000.00
Create	0132	080-007	Administrative Assistant I	$32,000.00
Create	T133	080-007	Clerk IV (Temporary part time)	$8,320.00/yr - $20.00/hr
Create	T134	080-007	Clerk I (Temporary part time)	$7,500.0/yr - $15.00/hr
Create / Add Auto Allowance	0135	080-007	Assistant District Attorney II	$58,100.00
	A120	080-007		$900.00

3. Approval of appropriation of funds.
4. Approval to revise the salary schedule in accordance with Commissioners' Court action.
5. Approval to waive posting procedures for the temporary part-time Clerk IV and Clerk I positions, Slots T133 and T134.

DA State Supplement (1281):

1. Requesting waiver of the Budget Amendment Policy - Personnel - Related

Amendments.
2. Discussion, consideration and approval to create the following part time temporary position not to exceed six months, effective 07/01/2015:

Slot #	Dept/ Program	Position Title	Proposed Budgeted Salary
T018	080-010	Clerk I	$ 6,683.00/yr - $10.10/hr

3. Approval to revise the salary schedule in accordance with Commissioners' Court action.
4. Approval to waive posting procedures for the temporary part-time Clerk I position, Slot T018.

DA Border Prosecution (1281):
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 of 06/29/15:

Action	Slot#	Dept/ Program	Position Title	Current Budgeted Salary/Allowance	Proposed Budgeted Salary/Allowance
Add Auto Allowance	0001	080-012	Assistant District Attorney III	$77,920.00	$77,920.00
	A119	080-012		-0-	$900.00

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

BACKGROUND

Fiscal Impact

Attachments

app
fiscal
PAR
PAR

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	06/17/2015 03:43 PM
Human Resources	Diana Munoz	06/18/2015 03:27 PM

Auditor's Office	Debbie Tamez	06/18/2015 04:45 PM
Purchasing Department	Monica Badillo	06/19/2015 05:55 PM
Form Started By: Sylvia Rios		Started On: 06/15/2015 01:14 PM
Final Approval Date: 06/19/2015		

DATE: June 23, 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: Debbie Tamez Ph#: (956) 292-7025 ext. 5427

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	61,660.54
5-1223-412-00-080-007-0-	118	DA Investigation HB65-	Auto Allowance	924.14
5-1223-412-00-080-007-0-	122	DA Investigation HB65-	Temp P/T Employees	15,820.00
5-1223-412-00-080-007-0-	211	DA Investigation HB65-	Health Insurance	9,130.48
5-1223-412-00-080-007-0-	212	DA Investigation HB65-	Life Insurance	57.85
5-1223-412-00-080-007-0-	220	DA Investigation HB65-	FICA	5,997.96
5-1223-412-00-080-007-0-	230	DA Investigation HB65-	Retirement	8,334.42
5-1223-412-00-080-007-0-	250	DA Investigation HB65-	Unemployment Comp	470.43
5-1223-412-00-080-007-0-	260	DA Investigation HB65-	Workers' Comp	86.24
			TOTAL BUDGET INCREASE (DECREASE)	**102,482.06**

REASON: To appropriate funding for the personnel actions requested by the DA's Office.
Monies to be taken from the unassigned fund balance for Fund 1223 (Acct # 5-1223-258-00-000-000-0-000).

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

/ /
DATE

ATTEST COUNTY CLERK

HIDALGO COUNTY
Department of Budget & Management
FISCAL NOTE

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

To: Commissioner' Court
From: Sergio Cruz, Budget Officer
CC Date: Tuesday, June 23, 2015 Agenda Item: 50107

Summary of request/proposal:
DA INVESTIGATION HB65 (1223)-
APPROVAL OF THE FOLLOWING PERSONNEL ACTIONS, EFFECTIVE 6/29/15:

Fund	Position	Slot #	Obj	Current Budgeted Salary Allowance	Proposed Budgeted Salary/ Allowance	Total Requested
1223	Administrative Assistant I	0131	113	0.00	30,000.00	30,000.00
1223	Administrative Assistant I	0132	113	0.00	32,000.00	32,000.00
1223	Assistant District Attorney II	0135	113	0.00	58,100.00	58,100.00
1223	Assistant District Attorney II (allowance)	0135	118	0.00	900.00	900.00
1223	Assistant District Attorney III (auto allowance)	A136	118	0.00	900.00	900.00
				0.00	121,900.00	121,900.00

Budgetary Impact:

INCREASE/DECREASE ACCOUNT NUMBER		ACCOUNT (OBJECT) NAME		AMOUNT
5-1223-412-00-080-007-0-	113	DA INVESTIGATION HB65	REGULAR FULL TIME	$61,660.54
5-1223-412-00-080-007-0-	118	DA INVESTIGATION HB65	AUTO ALLOWANCE	$924.14
5-1223-412-00-080-007-0-	211	DA INVESTIGATION HB65	HEALTH INSURANCE	$9,130.48
5-1223-412-00-080-007-0-	212	DA INVESTIGATION HB65	LIFE INSURANCE	$57.85
5-1223-412-00-080-007-0-	220	DA INVESTIGATION HB65	FICA	$4,787.73
5-1223-412-00-080-007-0-	230	DA INVESTIGATION HB65	RETIREMENT	$6,652.75
5-1223-412-00-080-007-0-	250	DA INVESTIGATION HB65	UNEMPLOYMENT COMP	$375.51
5-1223-412-00-080-007-0-	260	DA INVESTIGATION HB65	WORKER'S COMP	$68.84
			2015 Budgetary Impact	$83,657.84

2016 Budgetary Impact: $162,945.49

Possible Funding Sources: HB65 FUND BALANCE

Comments:

HIDALGO COUNTY
Department of Budget & Management
FISCAL NOTE

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

To: Commissioner' Court
From: Sergio Cruz, Budget Officer
CC Date: Tuesday, June 23, 2015 Agenda Item: 50107

Summary of request/proposal:
DA INVESTIGATION HB65 (1223)-
APPROVAL TO CREATE TWO (2) TEMPORARY PART-TIME POSITIONS NOT TO EXCEED 6 MONTHS, EFFECTIVE 07/01/2015 - 12/31/2015:

Fund	Position	Slot #	Obj	Current Budgeted Salary Allowance	Proposed Budgeted Salary/ Allowance	Total Requested
1223	Clerk IV	T133	122	0.00	8,320.00	8,320.00
1223	Clerk I	T134	122	0.00	7,500.00	7,500.00
				0.00	15,820.00	15,820.00

Budgetary Impact:

INCREASE/DECREASE ACCOUNT NUMBER		ACCOUNT (OBJECT) NAME		AMOUNT
5-1223-412-00-080-007-0-	122	DA INVESTIGATION HB65	TEMP P/T EMPLOYEES	$15,820.00
5-1223-412-00-080-007-0-	211	DA INVESTIGATION HB65	HEALTH INSURANCE	$0.00
5-1223-412-00-080-007-0-	212	DA INVESTIGATION HB65	LIFE INSURANCE	$0.00
5-1223-412-00-080-007-0-	220	DA INVESTIGATION HB65	FICA	$1,210.23
5-1223-412-00-080-007-0-	230	DA INVESTIGATION HB65	RETIREMENT	$1,681.67
5-1223-412-00-080-007-0-	250	DA INVESTIGATION HB65	UNEMPLOYMENT COMP	$94.92
5-1223-412-00-080-007-0-	260	DA INVESTIGATION HB65	WORKER'S COMP	$17.40
			2015 Budgetary Impact	$18,824.22

2016 Budgetary Impact: $18,824.22

Possible Funding Sources: HB65 FUND BALANCE

Comments:

Hidalgo Co. Budget Office
2/3/2005

HIDALGO COUNTY
Department of Budget & Management
FISCAL NOTE

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

To: Commissioner' Court
From: Sergio Cruz, Budget Officer
CC Date: Tuesday, June 23, 2015 Agenda Item: 50107

Summary of request/proposal:
DA INVESTIGATION HB65 (1223)-
APPROVAL TO CREATE THE FOLLOWING TEMPORARY PART-TIME POSITION NOT TO EXCEED 6 MONTHS, EFFECTIVE 07/01/2015::

Fund	Position	Slot #	Obj	Current Budgeted Salary Allowance	Proposed Budgeted Salary/ Allowance	Total Requested
1281	Clerk I	T018	122	0.00	6,683.00	6,683.00
				0.00	6,683.00	6,683.00

Budgetary Impact:

INCREASE/DECREASE ACCOUNT NUMBER		ACCOUNT (OBJECT) NAME		AMOUNT
5-1281-412-00-080-010-5-	122	DA INVESTIGATION HB65	TEMP P/T EMPLOYEES	$6,683.00
5-1281-412-00-080-010-5-	211	DA INVESTIGATION HB65	HEALTH INSURANCE	$0.00
5-1281-412-00-080-010-5-	212	DA INVESTIGATION HB65	LIFE INSURANCE	$0.00
5-1281-412-00-080-010-5-	220	DA INVESTIGATION HB65	FICA	$511.25
5-1281-412-00-080-010-5-	230	DA INVESTIGATION HB65	RETIREMENT	$710.40
5-1281-412-00-080-010-5-	250	DA INVESTIGATION HB65	UNEMPLOYMENT COMP	$40.10
5-1281-412-00-080-010-5-	260	DA INVESTIGATION HB65	WORKER'S COMP	$7.35
			2015 Budgetary Impact	$7,952.10

2016 Budgetary Impact: $7,952.10

Possible Funding Sources: Funds are in place.

Comments:

Hidalgo Co. Budget Office
2/3/2005

HIDALGO COUNTY
Personnel Adjustment Request Form

RECEIVED
JUN - 9 2015
HUMAN RESOURCES

DEPARTMENT NAME/NUMBER: CRIMINAL DISTRICT ATTORNEY (080-007)
DA INVESTIGATION HB65

DATE: 6/4/2015

CURRENT POSITION TITLE:

CURRENT SLOT #: 0131 (080-007)

REQUESTED POSITION TITLE: ADMINISTRATIVE ASSISTANT I

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	$ 30,000.00	$ 30,000.00
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 DA INVESTIGATION HB 65 FUND BALANCE

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 ADMINSTRATIVE ASSISTANT I 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	6/4/15 Date	FUNDING AVAILABLE IN DEPT. BUDGET	[X]	YES	[ ]	NO
2. HUMAN RESOURCES DIRECTOR	6/11/2015 Date	PERSONNEL PROCEDURES COMPLETED	[✓]	YES	[ ]	NO
3. DEPARTMENT OF BUDGET & MANAGEMENT	06/19/15 Date	BUDGET PROCEDURES COMPLETED	[✓]	YES	[ ]	NO
4. COMMISSIONERS' COURT APPROVAL	Date					

HIDALGO COUNTY
Personnel Adjustment Request Form

RECEIVED
JUN 12 2015
HUMAN RESOURCES

DEPARTMENT NAME/NUMBER: CRIMINAL DISTRICT ATTORNEY (080-007)
DA INVESTIGATION HB65

DATE: 6/4/2015

CURRENT POSITION TITLE:

CURRENT SLOT #: 0132 (080-007)

REQUESTED POSITION TITLE: ADMINISTRATIVE ASSISTANT I

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	$ 32,000.00	$ 32,000.00
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 DA INVESTIGATION HB 65 FUND BALANCE

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 ADMINSTRATIVE ASSISTANT II 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	6/12/15 Date	FUNDING AVAILABLE IN DEPT. BUDGET	[X]	YES	[ ] NO
2.	HUMAN RESOURCES DIRECTOR	6/18/2015 Date	PERSONNEL PROCEDURES COMPLETED	[✓]	YES	[ ] NO
3.	DEPARTMENT OF BUDGET & MANAGEMENT	06/19/15 Date	BUDGET PROCEDURES COMPLETED	[✓]	YES	[ ] NO
4.	COMMISSIONERS' COURT APPROVAL	Date				

HIDALGO COUNTY DISTRICT ATTORNEY'S OFFICE

ADMINISTRATIVE ASSISTANT I

GENERAL DESCRIPTION

Employee performs entry-level administrative support or technical program work. Work involves disseminating information, maintaining filing systems, and performing internal administrative support work. Employee works under close supervision with minimal latitude for the use of initiative and independent judgment.

EXAMPLES OF WORK PERFORMED

Prepares, edits, and distributes correspondence, reports, forms, and documents

Maintains files and records

Performs data entry

Assists in compiling statistical data and preparing various charts, graphs, and written summaries

May receive and review forms and applications for completeness of information

May interpret and explain rules, regulations, policies, and procedures

May review applications for agency services to ensure forms are filled out completely and accurately

May review and route mail

May provide assistance answering phone calls, routing incoming calls, taking messages, greeting visitors, and directing them to the appropriate staff

Performs related work as assigned

GENERAL QUALIFICATION GUIDELINES

Experience and Education

Experience in clerical work or administrative support work

Graduation from a high school or equivalent (GED)

Knowledge, Skills, and Abilities

Knowledge of office practices and administrative procedures

Skill in the use of standard office equipment and software

Ability to communicate effectively

PHYSICAL DEMANDS:

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

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

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

WORK ENVIRONMENT:

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

The noise level in the work environment is usually moderate.

SAFETY REQUIREMENTS:

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

- sitting for extended periods of time
- operating assigned equipment

Maintain mental capacity which permits:

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

Effectively handle a work environment and conditions which involve:

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

Maintain effective audio-visual discrimination and perception needed for:

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

HIDALGO COUNTY
Personnel Adjustment Request Form

RECEIVED
JUN - 9 2015
HUMAN RESOURCES

DEPARTMENT NAME/NUMBER: CRIMINAL DISTRICT ATTORNEY
DA INVESTIGATION HB 65 (080-007)

DATE: 6/3/2015

CURRENT POSITION TITLE:

CURRENT SLOT #: ~~T125~~ (080-007)
T133

REQUESTED POSITION TITLE: CLERK IV

REQUEST FOR:

[ ] New Position [X] Temporary Position [ ] Position Reclassification* [ ] Other _____

* Civil Service Positions are submitted to the Civil Service Commission.

POSITION SALARY REQUEST:

Salary Amount: (080-002)

$ 0.00	$ 8,320.00	$ 8,320.00
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

[X] Other 5-1223-412-00-080-007-0-122 DA INVESTIGATION HB 65

POSITION Type:

Full Time Employee Object 113 [ ] Part Time Employee Object 114 [ ] $20.00 Enter hourly rate for temp. positions

Full Time Employee Temporary Object 121 [ ] Part Time Temporary Object 122 [X] $ 20.00 HRLY * 416 HRS = $8,320.00 (6 MONTHS) Hourly Rate "2,080 hrs. per year = Annual Salary

TEMPORARY POSITIONS:

7/1/2015	12/31/2015	MON. - FRI.	16 HRS PER WK	6 MONTHS
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)

WORKING ON MODIFICATION OF FORMS SUCH AS JUDGEMENTS, WAIVERS AND ALSO MAKE SURE THAT WE ARE IN COMPLIANCE WITH CJIS.

WILL ALSO BE WORKING ON THE TRANSITION FROM ABLETERM TO ODYSSEY.

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	6/3/15 Date	FUNDING AVAILABLE IN DEPT. BUDGET	X	YES	NO
2.	HUMAN RESOURCES DIRECTOR	6/11/2015 Date	PERSONNEL PROCEDURES COMPLETED	✓	YES	NO
3.	DEPARTMENT OF BUDGET & MANAGEMENT	06/19/2015 Date	BUDGET PROCEDURES COMPLETED	✓	YES	NO
4.	COMMISSIONERS' COURT APPROVAL	Date				

HIDALGO COUNTY DISTRICT ATTORNEY'S OFFICE

CLERK IV

GENERAL DESCRIPTION

Performs advanced (senior-level) clerical work in areas such as bookkeeping, inventory control, statistics, employment, human resources, purchasing, and accounting; Work involves compiling and tabulating data, checking documents for accuracy, handling and transporting documents and/or stock and inventory, and maintaining files; May train others; May supervise the work of others; Works under limited supervision with considerable latitude for the use of initiative and independent judgment.

EXAMPLES OF WORK PERFORMED

Oversees, prepares, edits, and reconciles discrepancies in, and reviews for accuracy and completeness reports, purchase orders, correspondence, summaries, manuals, vouchers, journals, ledgers, requisitions, records, and other related forms

Answers inquiries regarding procedures and policies, and provides routine information to the public by mail or telephone

Posts information to agency records and modifies forms or records

Assembles, organizes, and tabulates data, and develops charts, graphs, and tables

Maintains and/or oversees the maintenance of files, materials, and supplies, and oversees the receiving, storing, and issuing of stock items

May open and distribute incoming mail and prepare mail-outs

May perform data entry and retrieval and arithmetic computations

May maintain office schedules and appointments

May perform back-up receptionist or telephone switchboard duties

May receive, maintain accountability for, and forward payments to the appropriate agency staff

May screen applicants and assist in orienting employees; may conduct preliminary Interviews

May administer employment tests

May arrange the scheduling, transfer, and display of surplus property

May make arrangements for or obtain bids for repairs and services

May inspect merchandise for quality and compliance with specifications

May train, oversee or supervise the work of others

Performs related work as assigned

GENERAL QUALIFICATION GUIDELINES

Experience and Education

Three to five (3-5) years of progressive experience in clerical work

Graduation from a high school or equivalent (GED)

Vocational training

Experience and education may be substituted for one another

Certificates, Licenses, Registrations

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

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

Knowledge, Skills, and Abilities

Knowledge of business or program terminology, office procedures, spelling, punctuation, grammar, and arithmetic; of records administration and maintenance techniques and procedures; of warehousing procedures; and of state purchasing policies and procedures

Skill in using a personal computer and office equipment; MS Word and Excel

Ability to make arithmetic computations; to prepare and maintain detailed records, files, and reports; to transfer stock from one location to another; to maintain files, and to train or supervise the work of others

Supervisory skills preferred

PHYSICAL DEMANDS:

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

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

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

WORK ENVIRONMENT:

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

The noise level in the work environment is usually moderate.

SAFETY REQUIREMENTS:

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

- sitting for extended periods of time
- operating assigned equipment

Maintain mental capacity which permits:

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

Effectively handle a work environment and conditions which involve:

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

Maintain effective audio-visual discrimination and perception needed for:

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

HIDALGO COUNTY
Personnel Adjustment Request Form

RECEIVED
JUN - 9 2015
HUMAN RESOURCES

DEPARTMENT NAME/NUMBER: CRIMINAL DISTRICT ATTORNEY (080-007)
DA INVESTIGATION HB 65 (080-007)

DATE: 6/3/2015

CURRENT POSITION TITLE:

CURRENT SLOT #: ~~T126~~ (080-007)
T134

REQUESTED POSITION TITLE: CLERK I

REQUEST FOR:

[ ] New Position [X] Temporary Position [ ] Position Reclassification* [ ] Other _____

* Civil Service Positions are submitted to the Civil Service Commission.

POSITION SALARY REQUEST:

Salary Amount: (080-002)

$ 0.00	$ 7,500.00	$ 7,500.00
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

[X] Other 5-1223-412-00-080-007-0-122 DA INVESTIGATION HB 65

POSITION Type:

Full Time Employee Object 113 [ ] Part Time Employee Object 114 [ ] $15.00 Enter hourly rate for temp. positions

Full Time Employee Temporary Object 121 [ ] Part Time Temporary Object 122 [X] $ 15.00 HRLY * 500 HRS = $7,500.00 (6 MONTHS) Hourly Rate "2,080 hrs. per year = Annual Salary

TEMPORARY POSITIONS:

7/1/2015	12/31/2015	MON. - FRI.	20 HRS PER WK	6 MONTHS
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)

WORKING ON MODIFICATION OF FORMS SUCH AS JUDGEMENTS, WAIVERS AND ALSO MAKE SURE THAT WE ARE IN COMPLIANCE WITH CJIS.

WILL ALSO BE WORKING ON THE TRANSITION FROM ABLETERM TO ODYSSEY.

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	6/3/15 Date	FUNDING AVAILABLE IN DEPT. BUDGET	X	YES	NO
2.	HUMAN RESOURCES DIRECTOR	6/11/2015 Date	PERSONNEL PROCEDURES COMPLETED	✓	YES	NO
3.	DEPARTMENT OF BUDGET & MANAGEMENT	06/19/15 Date	BUDGET PROCEDURES COMPLETED	✓	YES	NO
4.	COMMISSIONERS' COURT APPROVAL	Date				

HIDALGO COUNTY DISTRICT ATTORNEY'S OFFICE

CLERK I

GENERAL DESCRIPTION

Performs (entry-level) clerical work in areas such as bookkeeping, inventory control, statistics, employment, human resources, purchasing, or accounting; Work involves compiling and tabulating data, checking documents for accuracy, transporting documents, and maintaining files; Works under close supervision with minimal latitude for the use of initiative and independent judgment.

EXAMPLES OF WORK PERFORMED

Produces and proofs correspondence, reports, purchase orders, summaries, manuals, vouchers, records, and other related forms

Reviews completed forms for signatures and proper entries

Provides information to the public by mail or telephone

Receives shipments and supplies, inspects for damage, and checks for correct quantity and quality

Assembles, organizes, and tabulates data; may perform data entry and retrieval

Files and maintains forms, records, and reports

Opens and distributes incoming mail and prepares mail-outs

Delivers documents, supplies, or other items; takes deposits to the bank; and runs errands as appropriate

May maintain office schedules and appointments

May perform back-up receptionist or telephone switchboard duties

May assist in conducting physical inventory

May receive and count cash

May make arrangements for repairs and services

May assemble and pack shipments, contact transportation companies to arrange for shipping, and assist in loading trucks

Performs related work as assigned

GENERAL QUALIFICATION GUIDELINES

Experience and Education

Six (6) months of experience with clerical operations

Graduation from a high school or equivalent (GED)

Experience and education may be substituted for one another

Certificates, Licenses, Registrations

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

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

Knowledge, Skills, and Abilities

Knowledge of office procedures and of spelling, grammar, punctuation, and arithmetic

Skill in using personal computers and office equipment

Ability to prepare and maintain records, files, and reports

PHYSICAL DEMANDS:

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

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

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

WORK ENVIRONMENT:

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

The noise level in the work environment is usually moderate.

SAFETY REQUIREMENTS:

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

- sitting for extended periods of time
- operating assigned equipment

Maintain mental capacity which permits:

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

Effectively handle a work environment and conditions which involve:

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

Maintain effective audio-visual discrimination and perception needed for:

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

HIDALGO COUNTY
Personnel Adjustment Request Form

RECEIVED
JUN - 9 2015
HUMAN RESOURCES

DEPARTMENT NAME/NUMBER: CRIMINAL DISTRICT ATTORNEY
STATE SUPPLEMENT (080-010)

DATE: 6/3/2015

CURRENT POSITION TITLE:

CURRENT SLOT #: ~~T016~~ (080-010)
T018

REQUESTED POSITION TITLE: CLERK I

REQUEST FOR:

[ ] New Position [X] Temporary Position [ ] Position Reclassification* [ ] Other _____

* Civil Service Positions are submitted to the Civil Service Commission.

POSITION SALARY REQUEST:

Salary Amount: (080-002)

$ 0.00	$ 6,683.00	$ 6,683.00
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

[X] Other 5-1281-412-00-080-010-5-122

POSITION Type:

Full Time Employee Object 113 [ ] Part Time Employee Object 114 [ ] $10.10 Enter hourly rate for temp. positions

Full Time Employee Temporary Object 121 [ ] Part Time Temporary Object 122 [X] $ 10.10 HRLY * 661.68 HRS = $6,683.00 (6 MONTHS) Hourly Rate "2,080 hrs. per year = Annual Salary

TEMPORARY POSITIONS:

7/1/2015	12/31/2015	MON. - FRI.	661.68 HRS PER YI	6 MONTHS
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)

WILL USE INDIVIDUAL TO ASSIT CLERICAL FUNCTIONS AND COURIER BETWEEN BUILDING TO BUILDING.

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	6/3/15 Date	FUNDING AVAILABLE IN DEPT. BUDGET	X	YES	NO
2.	HUMAN RESOURCES DIRECTOR	6/4/2015 Date	PERSONNEL PROCEDURES COMPLETED	✓	YES	NO
3.	DEPARTMENT OF BUDGET & MANAGEMENT	6/19/15 Date	BUDGET PROCEDURES COMPLETED	✓	YES	NO
4.	COMMISSIONERS' COURT APPROVAL	Date				

HIDALGO COUNTY
Personnel Adjustment Request Form

RECEIVED
JUN 18 2015
HUMAN RESOURCES

DEPARTMENT NAME/NUMBER: ~~CRIMINAL DISTRICT ATTORNEY (080-002)~~ RCantu
DA INVESTIGATION HB65 (080-007)

DATE: 5/8/2015 dm

CURRENT POSITION TITLE:

CURRENT SLOT #: 0135 ~~0135~~ (080-007) RCantu ~~A120 (080-002)~~

REQUESTED POSITION TITLE: ASSISTANT DISTRICT ATTORNEY II

RCantu

REQUEST FOR:

[X] New Position [ ] Temporary Position [ ] Position Reclassification* [X] Other ADD AUTO ALLOWANCE

* Civil Service Positions are submitted to the Civil Service Commission.

POSITION SALARY REQUEST:

Salary Amount: (080-007)

$ 0.00	$ 58,100.00	$ 58,100.00
Current Budgeted Salary	Proposed Budgeted Salary	Net Change

Allowance Amount: (080-007) RCantu

$ 0.00	$ 900.00	$ 900.00
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 DA INVESTIGATION HB 65 FUND BALANCE ~~& GENERAL FUND~~ RCantu

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 THE CREATION OF A NEW ASSISTANT DA 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

Recommend both salary and auto allowance be paid by HB1S funds (program 007)

1.	Ronald Cantu DEPARTMENT HEAD	6/4/15 Date	FUNDING AVAILABLE IN DEPT. BUDGET	[X]	YES	[ ] NO
2.	[signature] HUMAN RESOURCES DIRECTOR	6/11/2015 Date	PERSONNEL PROCEDURES COMPLETED	[✓]	YES	[ ] NO
3.	[signature] DEPARTMENT OF BUDGET & MANAGEMENT	6/19/15 Date	BUDGET PROCEDURES COMPLETED	[✓]	YES	[ ] NO
4.	COMMISSIONERS' COURT APPROVAL	Date				

HIDALGO COUNTY DISTRICT ATTORNEY'S OFFICE

ASSISTANT DISTRICT ATTORNEY II

GENERAL DESCRIPTION

Employee performs legal work. Work involves prosecuting and defending all manner of civil and criminal matters in various levels of trials and appellate courts and administrative forums. Work under the frequent supervision of higher level attorneys in an effort to build the knowledge, skills, and expertise necessary.

EXAMPLES OF WORK PERFORMED

Will make decisions and/or counsels with clients, victims, or police concerning the commencement of proceedings in court or related forums

May also provide written or oral legal advice to individual or governmental clients, and draft legal instruments or other written materials carrying legal implication

Appears in court and/or related forums to select juries, present and cross-examine evidence, make legal arguments, and act as an oral advocate

Drafts and files pleadings, answering motions, briefs and responses necessary to conduct litigation and/or proceedings in related forums

Investigate facts giving rise to legal issues, and bring about solutions to their clients legal problems in a variety of forums

Counsels and advises clients within bounds of confidentiality, when applicable, regarding legal issues in all phases of litigation

Identifies, locates, and prepares witnesses to present testimony effectively in court or related forums

Identifies and prepares non-testimonial forms of evidence for use in court and related forums

Conducts and/or supervises investigations and/or civil and criminal discovery proceedings

Drafts legal instruments and various documents with legal implications

Negotiates with others to settle litigation or other contested matters or to assist in solving problems with legal implications

Develops knowledge and expertise in applicable area of law to keep pace with constant developments and to impart this knowledge and skills to others in various settings

Performs related work as assigned

GENERAL QUALIFICATION GUIDELINES

Experience and Education

Experience in legal setting with prior experience in the relevant areas of law

Juris Doctorate (JD) degree

Licensed to practice law in the State of Texas and be a member in good standing of the State Bar of Texas

Experience and education may be substituted for one another.

Knowledge, Skills, and Abilities

Ability to work efficiently and effectively in high-pressure situations

Ability to communicate effectively

Must be computer literate

Knowledge of all applicable laws and procedures

PHYSICAL DEMANDS:

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

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

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

WORK ENVIRONMENT:

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

The noise level in the work environment is usually moderate.

SAFETY REQUIREMENTS:

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

- sitting for extended periods of time
- operating assigned equipment

Maintain mental capacity which permits:

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

Effectively handle a work environment and conditions which involve:

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

Maintain effective audio-visual discrimination and perception needed for:

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

HIDALGO COUNTY
Personnel Adjustment Request Form

RECEIVED
JUN - 9 2015
HUMAN RESOURCES

DEPARTMENT NAME/NUMBER: CRIMINAL DISTRICT ATTORNEY (080-002) 7 (HB65)
DA BORDER PROSECUTION INTIATIVE (080-012)

DATE: 6/4/2015

CURRENT POSITION TITLE: ASSISTANT DISTRICT ATTORNEY III

CURRENT SLOT #: ~~A119~~ (080-002) 0001 (080-012)
A136 7 JCantu

REQUESTED POSITION TITLE: ASSISTANT DISTRICT ATTORNEY III

REQUEST FOR:

[ ] New Position [ ] Temporary Position [ ] Position Reclassification* [X] Other ADD AUTO ALLOWANCE

* Civil Service Positions are submitted to the Civil Service Commission.

POSITION SALARY REQUEST:

Salary Amount: (080-012)

$ 77,920.00	$ 77,920.00	$ 0.00
Current Budgeted Salary	Proposed Budgeted Salary	Net Change

Allowance Amount: (080-002) 7 JCantu

$ 0.00	$ 900.00	$ 900.00
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

[✓] Other HB65 funds

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)

AUTO ALLOWANCE COVERS FOR THE TRIPS THAT THE ADA WILL MAKE TO INTERVIEW WITNESS(ES)/VICTIM(S) AND ALSO WILL BE GOING TO THE DIFFERENT LAW ENFORCEMENT AGENCIES IN THE COUNTY TO INTERVIEW POLICE OFFICERS OR REVIEW EVIDENCE.

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	6/4/15 Date	FUNDING AVAILABLE IN DEPT. BUDGET	[X]	YES	[ ]	NO
2. HUMAN RESOURCES DIRECTOR	6/11/2015 Date	PERSONNEL PROCEDURES COMPLETED	[✓]	YES	[ ]	NO
3. DEPARTMENT OF BUDGET & MANAGEMENT	06/19/15 Date	BUDGET PROCEDURES COMPLETED	[✓]	YES	[ ]	NO
4. COMMISSIONERS' COURT APPROVAL	Date					

HIDALGO COUNTY DISTRICT ATTORNEY'S OFFICE

ASSISTANT DISTRICT ATTORNEY III

GENERAL DESCRIPTION

Performs intermediate-level legal work; Work involves prosecuting and defending all manner of civil and criminal matters in various levels of trials and appellate courts and administrative forums. Work under the frequent supervision of higher level attorneys in aneffort to build the knowledge, skills, and expertise necessary for this position.

EXAMPLES OF WORK PERFORMED

Will make decisions and/or counsels with clients, victims, or police concerning the commencement of proceedings in court or related forums

May also provide written or oral legal advice to individual or governmental clients, and draft legal instruments or other written materials carrying legal implication

Appears in court and/or related forums to select juries, present and cross-examine evidence, make legal arguments, and act as an oral advocate

Drafts and files pleadings, answering motions, briefs and responses necessary to conduct litigation and/or proceedings in related forums

Investigate facts giving rise to legal issues, and bring about solutions to their clients legal problems in a variety of forums

Counsels and advises clients within bounds of confidentiality, when applicable, regarding legal issues in all phases of litigation

Identifies, locates, and prepares witnesses to present testimony effectively in court or related forums

Identifies and prepares non-testimonial forms of evidence for use in court and related forums

Conducts and/or supervises investigations and/or civil and criminal discovery proceedings

Drafts legal instruments and various documents with legal implications

Negotiates with others to settle litigation or other contested matters or to assist in solving problems with legal implications

Develops knowledge and expertise in applicable area of law to keep pace with constant developments and to impart this knowledge and skills to others in various settings

Performs related work as assigned

GENERAL QUALIFICATION GUIDELINES

Experience and Education

Two (2) years experience as a licensed attorney

Juris Doctorate (JD) degree

Licensed to practice law in the State of Texas and be a member in good standing of the State Bar of Texas

Experience and education may be substituted for one another

Knowledge, Skills, and Abilities

Ability to work efficiently and effectively in high-pressure situations

Ability to communicate effectively

Able to handle all stressful situations with an even temperament and work effectively with others in achievement of tasks

Possess advanced professional level of analytical ability and be very well versed in the art of being diplomatic and tactful in addition to the use of good judgment and common sense

Must be computer literate

Knowledge of all applicable laws and procedures

Must have good working knowledge and understanding of penal statutes and code of criminal procedures as well as case holdings and departmental policies

PHYSICAL DEMANDS:

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

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

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

WORK ENVIRONMENT:

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

The noise level in the work environment is usually moderate.

SAFETY REQUIREMENTS:

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

- sitting for extended periods of time
- operating assigned equipment

Maintain mental capacity which permits:

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

Effectively handle a work environment and conditions which involve:

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

Maintain effective audio-visual discrimination and perception needed for:

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

AI-50092 **Human Resources** **12. F.**

CC - REGULAR

Meeting Date: 06/23/2015

Submitted For: Esther Cortez, HUMAN RESOURCES

Submitted By: Sylvia Rios, HUMAN RESOURCES

Department: HUMAN RESOURCES

Information

CAPTION

County Clerk's Office (1100):
1. Approval of the following position title changes, effective next full pay period, 06/29/2015:

Dept/Program	Slot #	Current Position Title	Proposed Position Title
180-004	0001	Records Manager	Records Facilities Manager
180-003	0002	Records Management Specialist	Official Records Manager

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

BACKGROUND

Fiscal Impact

Attachments

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Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	06/19/2015 11:24 AM
Purchasing Department	Monica Badillo	06/19/2015 05:55 PM
Form Started By: Sylvia Rios		Started On: 06/12/2015 03:58 PM
Final Approval Date: 06/19/2015		

HIDALGO COUNTY
Personnel Adjustment Request Form

RECEIVED
JUN 09 2015
HUMAN RESOURCES

DEPARTMENT NAME/NUMBER: County Clerk's Office 180-004 180 **DATE:** 06/01/2015

CURRENT POSITION TITLE: Records Manager **CURRENT SLOT. #:** 0001

REQUESTED POSITION TITLE: Records Facility Manager
(For new positions or reclassifications)

REQUEST FOR:

☐ New Position ☐ Temporary Position ☑ Position Reclassification* ☑ Other Title Change Only

*Civil Service Positions are submitted to the Civil Service Commission.

POSITION SALARY REQUEST:

Salary Amount: $ 48,149.00 (Current Budgeted Salary) $ 48,149.00 (Proposed Budgeted Salary) $ 0 (Net Change)

Position to be funded from one of the following:

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

☐ Other _____

POSITION Type:

Full Time Employee Object 113 ☑ Part Time Employee Object 114 ☐ _____

Full Time Temporary Object 121 ☐ Part Time Temporary Object 122 ☐ $ _____ Enter hourly rate for temp. positions

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

TEMPORARY POSITIONS:

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

CIVIL SERVICE:		FLSA:	
Exempt	☐	Exempt	☐
Non-Exempt	☑	Non-Exempt	☑
N/A	☐		

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

TITLE CHANGE ONLY

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

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

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

HUMAN RESOURCES: Classification and Salary Recommendation

BUDGET & MANAGEMENT: Classification and Salary Recommendation

1.	Annette C Muniz, Chief Deputy DEPARTMENT HEAD	06/01/2015 DATE	FUNDING AVAILABLE IN DEPT. BUDGET	☑ YES	☐ NO
2.	HUMAN RESOURCES DIRECTOR	6/11/2015 DATE	PERSONNEL PROCEDURES COMPLETED	☑ YES	☐ NO
3.	DEPARTMENT OF BUDGET & MANAGEMENT	06/19/2015 DATE	BUDGET PROCEDURES COMPLETED	☑ YES	☐ NO
4.	COMMISSIONERS COURT APPROVAL	DATE			

HIDALGO COUNTY CLERK'S OFFICE

RECORDS FACILITY MANAGER

GENERAL DESCRIPTION

The employee performs all duties required to assist the Hidalgo County Clerk's Records Management Department. This includes the implementation of records control schedules, the management of filing and information retrieval systems, the protection of essential and permanent records, the economical and space effective storage of inactive records, control over the creation and distribution of forms, reports and correspondence. In addition, has general knowledge of electronic and other records storage systems.

EXAMPLES OF WORK PERFORMED

Assists the County Clerk with design, implementation and maintenance of the records management program in accordance with TSLAC (Texas State Library & Archives Commission) standards

Attends training relative to records management, as determined or recommended

Instrumentally involved in the Records Management budget process, in order to have appropriate funds available to maintain the day to day operation of the Records Management Facilities

In cooperation with elected officials and department heads identifies essential records and establishes a disaster plan for the Records Management Facility, to ensure maximum availability of the records in order to re-establish operations quickly and with minimum disruption and expense

Manages multiple records storage facilities for the County Clerk's Office

Manages employees within the Records Facility

Establishes procedures to ensure the permanent preservation of all historically valuable records of the county

Establishes standards for filing and storage equipment and archival supplies for the preservation of worthy items

Establishes and promotes a recycling program for the elected official and department head offices of the county, to include all remote sites

Provides records management advice and assistance to all county departments by preparation of relative "Hand-Out" and/or "Policies & Procedures" and by on-site consultation/s, when necessary

Designs and provides training on all facets of the records management program to all county departments

Establishes and updated the Records Management web page, to include relative forms and documents

Identifies and reports non-compliance by elected officials and department heads or other county personnel with policies and procedures of the records management program

Performs other duties and tasks as assigned by Hidalgo County Clerk's, Office Manager, Chief Deputy or County Clerk

GENERAL QUALIFICATION GUIDELINES

Experience and Education

Associates Degree in Office Administration

Degree may be substituted with at least five (5) years of administrative experience

Should have administrative experience in office or related work

Should have experience with government work

Knowledge, Skills, and Abilities

Ability to supervise and communicate effectively with staff and public

Ability to prepare and maintain detailed records, files and reports

Flexibility to be cross-trained in various departments

Ability to develop and provide training seminars to various county departments

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. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions and job duties.

While performing the duties of this job, the employee is required to stand, sit and use his/her hands. The employee may be required to handle or feel objects, tools, or controls, and to talk and listen extensively. The employee is required to reach with hands and arms, climb or balance, stoop or kneel.

The employee must occasionally lift and/or move up to thirty-five (35) pounds. Specific vision abilities required by this job include close vision and the ability to focus and read standard font characters.

The employee will be required to lift boxes, climb ladders and place the boxes in shelving that reaches up to 16 feet.

WORK ENVIRONMENT:

The work environment characteristics described here are representative of those an employee encounter while performing the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

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
- climb ladders in excess of 12 feet

Maintain mental capacity which permits:

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

Effectively handle a work environment and conditions which involve:

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

Maintain effective audio-visual discrimination and perception needed for:

- making observations
- reading and writing
- operating assigned equipment
- communication with others

- required to follow the Hidalgo County Accident Prevention Plan and department's safety regulations

HIDALGO COUNTY
Personnel Adjustment Request Form

RECEIVED
JUN 09 2015
HUMAN RESOURCES

DEPARTMENT NAME/NUMBER: County Clerk's Office 180-003 180 **DATE:** 06/01/2015

CURRENT POSITION TITLE: Records Management Specialist **CURRENT SLOT. #:** 002

REQUESTED POSITION TITLE: Official Records Manager
(For new positions or reclassifications)

REQUEST FOR:

☐ New Position ☐ Temporary Position ☑ Position Reclassification* ☑ Other Title Change only

*Civil Service Positions are submitted to the Civil Service Commission.

POSITION SALARY REQUEST:

Salary Amount: $ 38,222.00 (Current Budgeted Salary) $ 38,222.00 (Proposed Budgeted Salary) $ 0. (Net Change)

Position to be funded from one of the following:

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

☐ Other _____

POSITION Type:

Full Time Employee Object 113 ☑ Part Time Employee Object 114 ☐

Full Time Temporary Object 121 ☐ Part Time Temporary Object 122 ☐

Enter hourly rate for temp. positions

$ _____

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

TEMPORARY POSITIONS:

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

CIVIL SERVICE:		FLSA:	
Exempt	☐	Exempt	☐
Non-Exempt	☑	Non-Exempt	☑
N/A	☐		

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

TITLE CHANGE ONLY

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

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

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

HUMAN RESOURCES: Classification and Salary Recommendation

BUDGET & MANAGEMENT: Classification and Salary Recommendation

1.	Annette C Muniz, Chief Deputy DEPARTMENT HEAD	06/01/2015 DATE	FUNDING AVAILABLE IN DEPT. BUDGET	☑ YES	☐ NO
2.	HUMAN RESOURCES DIRECTOR	DATE	PERSONNEL PROCEDURES COMPLETED	☑ YES	☐ NO
3.	DEPARTMENT OF BUDGET & MANAGEMENT	06/19/2015 DATE	BUDGET PROCEDURES COMPLETED	☑ YES	☐ NO
4.	COMMISSIONERS COURT APPROVAL	DATE			

HIDALGO COUNTY CLERK'S OFFICE

OFFICIAL RECORDS MANAGER

GENERAL DESCRIPTION

Provides administration and management of the daily operations of the County Clerk Records Division located in the Courthouse while ensuring timely, accurate and professional services for recording of documents; Assists in providing public access to official public records while restricting access to closed records; Oversees project development activities and handles system upgrades and requests improvements and support from vendors; Develops budgetary requirements and manages personnel resources; Represents County Clerk's Office at various meetings, functions, and conferences.

EXAMPLES OF WORK PERFORMED

Ensures compliance with all rules and statutes by review of new legislation; Provides estimated fiscal impact and recommends implementation of new policies to comply with newly enacted legislation

Coordinates the archiving of documents retained by the CC Records Division for permanent storage and irretrievability

Provides trend analysis for document type filings, fee increases, data usage, annual filings, external changes affecting filings, and potential revenue sources

Coordinates multiple elements within the division to ensure goals are met in a timely manner

Represents the County Clerk's Office at various county functions

Maintains issuance and accountability records of all security paper

Coordinates the applications of security clearances for staff and access to state remote birth certificate systems

Works to evaluate current records management/automation programs to determine future applications

Processes delayed birth certificates

Establishes and maintains communications with other County, State, Federal, and Municipal agencies

Attends staff meetings; Prepares and submits weekly manager's reports

Helps establish and monitor office procedures

Establishes services and ensures a high level of customer satisfaction

Supervises employees comprised of the Vitals, Deeds and Recording departments at the Clerk's main office and the McAllen Substation.

Coordinates the review of proposed national standards, initiatives, and their effects on the office.

Designs and Maintains the disaster recovery plan for the department

Develops training procedures and manuals

Reviews and coordinates consolidation and transfers of Local Registrar duties

Ensures the department is in compliance with the Department of State Health Services standards

Coordinates the annual certification of employees by the Office of the Attorney General

Performs all other related duties as required

GENERAL QUALIFICATION GUIDELINES

Experience and Education

Bachelor's degree or equivalent in Business related field

Seven (7) years related experience

Three (3) years in a supervisory/management capacity

Knowledge, Skills, and Abilities

Must be Bondable

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

Attain Acknowledgement of Paternity Certification by Texas Attorney General Office and security clearance from State Bureau of Vital Statistics within one year

Excellent oral and written communication, presentation, and interpersonal skills

Demonstrate effective leadership and organizational skills

Thorough knowledge of all phases of County Clerk Records processes

Experience in the information systems environment, Microsoft Office programs, local area networks, and imaging software

Ability to conform, authorize and comply within the guidelines set by statutes, rules and County Clerk policies and procedures

PHYSICAL DEMANDS:

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

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

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

WORK ENVIRONMENT:

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

The noise level in the work environment is usually moderate.

SAFETY REQUIREMENTS:

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

- sitting for extended periods of time
- operating assigned equipment

Maintain mental capacity which permits:

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

Effectively handle a work environment and conditions which involve:

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

Maintain effective audio-visual discrimination and perception needed for:

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

AI-50091 **Human Resources** **12. G.**

CC - REGULAR

Meeting Date: 06/23/2015

Submitted For: Esther Cortez, HUMAN RESOURCES

Submitted By: Sylvia Rios, HUMAN RESOURCES

Department: HUMAN RESOURCES

Information

CAPTION

PCT #3 Sanitation (1100):
1. Discussion, consideration and approval of the following personnel actions effective next full pay period, 06/29/2015:

Action	Dept/Program	Slot #	Position Title	Current Budgeted Salary	Proposed Budgeted Salary
Delete	123-001 Sanitation	0027	Maintenance I	$ 25,626.00	-0-
Delete	123-001 Sanitation	0028	Maintenance I	$ 25,626.00	-0-
Create	123-001 Sanitation	0049	Truck Driver II	-0-	$ 32,960.00

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

BACKGROUND

Fiscal Impact

Attachments

Fiscal Note
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Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	06/18/2015 12:00 PM
Purchasing Department	Monica Badillo	06/19/2015 05:55 PM

Form Started By: Sylvia Rios Started On: 06/12/2015 03:20 PM
Final Approval Date: 06/19/2015

HIDALGO COUNTY
Department of Budget & Management
FISCAL NOTE

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

To: Commissioner' Court
From: Sergio Cruz, Budget Officer
CC Date: Tuesday, June 23, 2015 Agenda Item: 50091

Summary of request/proposal:
PCT 3 SANITATION (1100) -
Approval of the following personnel actions, effective next full pay period, 6/29/15:

Fund	Position	Slot #	Obj	Current Budgeted Salary Allowance	Proposed Budgeted Salary/ Allowance	Total Requested
1100	Maintenance I	0027	113	25,626.00	0.00	(25,626.00)
1100	Maintenance I	0028	113	25,626.00	0.00	(25,626.00)
1100	Truck Driver II	0049	113	0.00	32,960.00	32,960.00
				51,252.00	32,960.00	(18,292.00)

Budgetary Impact:

INCREASE/DECREASE ACCOUNT NUMBER		ACCOUNT (OBJECT) NAME		AMOUNT
5-1100-432-00-123-001-0-	113	PCT 3 SANITATION-	REGULAR FULL TIME	($9,391.30)
5-1100-432-00-123-001-0-	211	PCT 3 SANITATION-	HEALTH INSURANCE	($3,043.49)
5-1100-432-00-123-001-0-	212	PCT 3 SANITATION-	LIFE INSURANCE	($19.28)
5-1100-432-00-123-001-0-	220	PCT 3 SANITATION-	FICA	($718.43)
5-1100-432-00-123-001-0-	230	PCT 3 SANITATION-	RETIREMENT	($998.29)
5-1100-432-00-123-001-0-	250	PCT 3 SANITATION-	UNEMPLOYMENT COMP	($56.35)
5-1100-432-00-123-001-0-	260	PCT 3 SANITATION-	WORKER'S COMP	($403.83)
			2015 Budgetary Impact	($14,630.97)

2016 Budgetary Impact: ($28,497.65)

Possible Funding Sources: Cost Savings

Comments:

Hidalgo Co. Budget Office
2/3/2005

HIDALGO COUNTY
Personnel Adjustment Request Form

RECEIVED
JUN 15 2015
HUMAN RESOURCES

DEPARTMENT NAME/NUMBER: Precinct #3 (123-001) **DATE:** 6-12-15

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

REQUESTED POSITION TITLE: Truck Driver II 049
(For new positions or reclassifications)

REQUEST FOR:

☑ D.T. New Position ☐ Temporary Position ☐ Position Reclassification* ☐ Other _____

*Civil Service Positions are submitted to the Civil Service Commission.

POSITION SALARY REQUEST:

Salary Amount: $ -0- (Current Budgeted Salary) $ 32,960.00 (Proposed Budgeted Salary) $ 32,960.00 (Net Change)

Position to be funded from one of the following:

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

☐ Other _____

POSITION Type:

Full Time Employee Object 113 ☑ Part Time Employee Object 114 ☐ _____

Full Time Temporary Object 121 ☐ Part Time Temporary Object 122 ☐ $ _____ Enter hourly rate for temp. positions

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

TEMPORARY POSITIONS:

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

CIVIL SERVICE:		FLSA:	
Exempt	☐	Exempt	☐
Non-Exempt	☑	Non-Exempt	☑
N/A	☐		

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

The implementation of the waste disposal program has created a need for truckdriver to haul trash from substations and landfill.

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

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

ADDITIONAL DUTIES: Explain reason for additional duties and attach list of additional duties.

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

HUMAN RESOURCES: Classification and Salary Recommendation

BUDGET & MANAGEMENT: Classification and Salary Recommendation

1.	DEPARTMENT HEAD	6/15/15 DATE	FUNDING AVAILABLE IN DEPT. BUDGET	☑ YES	☐ NO
2.	sdfgsdfg HUMAN RESOURCES DIRECTOR	6/18/2015 DATE	PERSONNEL PROCEDURES COMPLETED	☑ YES	☐ NO
3.	DEPARTMENT OF BUDGET & MANAGEMENT	06/19/2015 DATE	BUDGET PROCEDURES COMPLETED	☑ YES	☐ NO
4.	COMMISSIONERS COURT APPROVAL	DATE			

HIDALGO COUNTY PRECINCT #3

TRUCK DRIVER II

GENERAL DESCRIPTION

Performs basic (journey-level) work safely driving and operating a tractor-trailer combo which may include (but is not limited to) the moving of specialized heavy construction equipment involved in the maintenance and construction of County roads. The Truck Driver II works under close supervision with limited latitude for the use of initiative and independent judgment.

EXAMPLES OF WORK PERFORMED

Performs pre-trip inspections including but not limited to checking oil, water, fuel, tires, hydraulic system, hand tools, etc.

Submits daily activity report, haul tickets, and purchase receipts

Must work outdoors in all weathers

Operates dump trucks to haul asphalt, dirt, trash, rocks, salt, sand, water and/or other designated materials to a jobsite

Performs street paving duties, including spreading and compacting hot mix asphalt and road base

Maintains dirt roads by watering for blade operator and may run blade if needed

Maintains truck log according to state and federal regulations

Position blocks and ties rope around items to secure cargo for transport

Cleans, inspects, and services vehicle

Operates equipment on vehicle to load, unload, or disperse cargo or materials

Assists in loading and unloading truck manually

Performs related work as assigned

GENERAL QUALIFICATION GUIDELINES

Experience and Education

Minimum of three (3) years of experience in commercial driving or related field

Graduation from a high school or equivalent (GED) required

Certificates, Licenses & Registration

Must have a current valid Texas's motor vehicle operator's license; Texas Commercial Driver's License (CDL) required; CDL may require specialized endorsements depending on area of assignment

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

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

Knowledge, Skills, and Abilities

Knowledge of equipment operation and maintenance, skilled in using specialized heavy equipment in the prescribed manner

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

Sufficient skills to operate equipment effectively and safely

Ability to perform strenuous work in the outdoors

Ability to understand and follow oral and written instructions

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

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

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

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

Ability to perform multiple tasks simultaneously

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

Ability to communicate effectively

May require interaction with other departmental supervisors and peers, other County agencies and staff, outside vendors or other professionals and community, state or federal agencies

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

HIDALGO COUNTY
Personnel Adjustment Request Form

RECEIVED
JUN 15 2015
HUMAN RESOURCES

DEPARTMENT NAME/NUMBER: Precinct #3 (123-001) **DATE:** 6-12-15

CURRENT POSITION TITLE: Maintenance I **CURRENT SLOT. #:** 027, 028

REQUESTED POSITION TITLE:
(For new positions or reclassifications.

REQUEST FOR:

☐ New Position ☐ Temporary Position ☐ Position Reclassification* ☑ Other delete positions

*Civil Service Positions are submitted to the Civil Service Commission.

POSITION SALARY REQUEST:

Salary Amount: $ 25,626.00 x 2 = $51,252.00 (Current Budgeted Salary) - Ø (Proposed Budgeted Salary) $ <51,252.00> (Net Change)

Position to be funded from one of the following:

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

☐ Other _____

POSITION Type:

Full Time Employee Object 113 ☐ Part Time Employee Object 114 ☐

Full Time Temporary Object 121 ☐ Part Time Temporary Object 122 ☐

Enter hourly rate for temp. positions

$ _____

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

TEMPORARY POSITIONS:

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

CIVIL SERVICE:		FLSA:	
Exempt	☐	Exempt	☐
Non-Exempt	☑	Non-Exempt	☑
N/A	☐		

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

Deleting two maintenance positions because they are no longer needed.

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

sdfsdfsdf

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

ADDITIONAL DUTIES: Explain reason for additional duties and attach list of additional duties.

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

HUMAN RESOURCES: Classification and Salary Recommendation

BUDGET & MANAGEMENT: Classification and Salary Recommendation

1. DEPARTMENT HEAD	6/15/15 DATE	FUNDING AVAILABLE IN DEPT. BUDGET	☑ YES	☐ NO
2. sdfgsdfg HUMAN RESOURCES DIRECTOR	6/18/2015 DATE	PERSONNEL PROCEDURES COMPLETED	☑ YES	☐ NO
3. DEPARTMENT OF BUDGET & MANAGEMENT	06/19/2015 DATE	BUDGET PROCEDURES COMPLETED	☑ YES	☐ NO
4. COMMISSIONERS COURT APPROVAL	DATE			

AI-50235 **HIDTA - Task Force** **13. A.**

CC - REGULAR

Meeting Date: 06/23/2015

Submitted By: Nelda Olivarez, HIDTA

Department: HIDTA

Information

CAPTION

Authorization, approval, and execution of Service Agreement for continual internet and domain name (network and email) service between the Hidalgo County HIDTA Task Force and Time Warner Cable (Req. No. 278267)

BACKGROUND

This agreement will allow HIDTA to stay with the same monthly price/cost. If this agreement is not renewed the pricing will increase form the current amount of $194.90 to $249.95 for Broadband HSD-10M2M. This will also renew the hidtataskforce.us domain name for network
and email. The current agreement ends December 2015.

Monthly payments will continue as is. No payment needed for agreement renewal.

Fiscal Impact

FISCAL YEAR: 2015 **ACCT. #:** 5-1252-412-00-270-012-0-534

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

BUDGETARY IMPACT:

Funds available through Req#00278267.

Attachments

Service Agreement

Legal Counsel

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	06/19/2015 03:53 PM
Glinda Pacheco	Glinda Pacheco	06/19/2015 05:18 PM
Purchasing Department	Monica Badillo	06/19/2015 05:55 PM
Form Started By: Nelda Olivarez		Started On: 06/19/2015 02:08 PM
Final Approval Date: 06/19/2015		

Service Agreement

TIME WARNER CABLE Business Class

This Time Warner Cable Business Class Service Agreement (**"Service Agreement"**) in addition to the Time Warner Cable Business Class Terms and Conditions (**"Terms and Conditions"**) and any Time Warner Cable Business Class Service Orders (each, a **"Service Order"**), constitute the **Master Agreement** by and between customer identified below (**"Customer"**) and Time Warner Cable (**"TWC"** or **"Operator"**) and is effective as of the date last signed below.

Time Warner Cable Information

Time Warner Cable Enterprises LLC

Street: 1900 Blue Crest Lane
City: San Antonio
State: TX
Zip Code: 78247

Contact: Patricia Martinez
Telephone: (210) 582-9630 1762717
Facsimile: 210-579-2369

Customer Information

Customer Name (Exact Legal Name): HIDALGO CNTY TASK FORCE			Federal ID No: *****0717	
Billing Address: PO BOX 5719	Suite:	City: mcallen	State: TX	Zip Code: 78502
Billing Contact Name: sonya lopez	Phone: 9563810444		E-mail: slopez@hidtataskforce.us	
Authorized Contact Name: VANESSA FERNANDEZ	Phone: 9563810444		E-mail: vfernandez@stxhidta.net	

Agreement

THIS SERVICE AGREEMENT HEREBY INCORPORATES BY REFERENCE THE TERMS AND CONDITIONS (AVAILABLE AT WWW.TWCBC.COM/LEGAL), A COPY OF WHICH WILL BE PROVIDED TO CUSTOMER UPON REQUEST. BY EXECUTING THIS SERVICE AGREEMENT BELOW, CUSTOMER ACKNOWLEDGES THAT: (1) CUSTOMER ACCEPTS AND AGREES TO BE BOUND BY THE TERMS AND CONDITIONS, INCLUDING SECTION 21 THEREOF, WHICH PROVIDES THAT THE PARTIES DESIRE TO RESOLVE DISPUTES RELATING TO THE TIME W ARNER CABLE BUSINESS CLASS SERVICES AGREEMENT THROUGH ARBITRATION; AND (2) BY AGREEING TO ARBITRATION, CUSTOMER IS GIVING UP VARIOUS RIGHTS, INCLUDING THE RIGHT TO TRIAL BY JURY.

By signing and accepting below you are acknowledging that you have read and agree to the terms and conditions outlined in this document.

Electronic Signature Disclosure

Authorized Signature for Time Warner Cable Enterprises LLC	**Authorized Signature for Customer**
By:	By:
Name (printed):	Name (printed): Ramon Garcia
Title:	Title: County Judge
Date:	Date:

TIME WARNER CABLE
Business Class

Special Terms

Electronic Signature Disclosure

By signing and accepting below you are acknowledging that you have read and agree to the terms and conditions outlined in this document.

Authorized Signature for Time Warner Cable Enterprises LLC	**Authorized Signature for Customer**
Printed Name and Title	Ramon Garcia, County Judge **Printed Name and Title**
Date Signed	**Date Signed**

TIME WARNER CABLE
Business Class

Account Executive: Patricia Martinez
Phone: (210) 582-9630 ext:1762717
Cell Phone:
Fax: 210-579-2369
Email: patricia.martinez@twcable.com

Order # 5489704

Business Name	HIDALGO CNTY TASK FORCE	**Customer Type:** Existing Customer
Federal Tax ID	**Tax Exempt Status**	**Tax Exempt Certificate #**
*****0717		
Billing Address		
Attention To:		**Account Number**
PO BOX 5719 mcallen TX 78502		
Billing Contact	**Billing Contact Phone**	**Billing Contact Email Address**
sonya lopez	9563810444	slopez@hidtataskforce.us
Authorized Contact	**Authorized Contact Phone**	**Authorized Contact Email Address**
VANESSA FERNANDEZ	9563810444	vfernandez@stxhidta.net
Technical Contact	**Technical Contact Phone**	**Technical Contact Email Address**

New and Revised Services and Monthly Charges At 3100 S US HIGHWAY 281 , EDINBURG TX 78539

Description	Quantity	Sales Price	Monthly Recurring Total	Contract Term
*Nvmail-5A	1	$10.00	$10.00	48 Months
1 Static IP	1	$10.00	$10.00	48 Months
BROADBAND HSD - 10MX2M	1	$149.95	$149.95	48 Months
DNS PARKING	1	$24.95	$24.95	48 Months
***Total**			**$194.90**	

*Prices do not include taxes and fees.

You must use this as your coversheet

1. Sign your document if needed

2. Use this coversheet with your document & fax to

1 210 579 6782

Problem faxing to this number? Try *1 888 634 4320*

To:	Patricia Martinez	From:	vfernandez@stxhidta.net
Date:	03/03/2015 08:19AM PST	Re:	HIDALGO CNTY TASK FORCE - RENEW

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Nelda Olivarez

From: Isaac V. Sulemana <isaac.sulemana@da.co.hidalgo.tx.us>
Sent: Thursday, June 18, 2015 1:53 PM
To: Evangelina Garcia
Cc: Nelda Olivarez; josephine ramirez; victor garza; Martha Salazar
Subject: Re: HIDTA Time Warner Cable Terms and Conditions

Vangie,

There were several clauses that caused us some concern but after reviewing them as a team we concluded that requesting an accommodation from TWC would be futile. Usually, we would request a modification of jurisdictional clauses, however given the overall enforceability of such a clause against the county, the likelihood of accommodation by a corporation of this size and the delay that such a course of action would cause we have decided not to pursue such demands. Please do not interpret this as a waiver of future objections to jurisdictional language.

Isaac Villalon Sulemana
Assistant District Attorney
Civil Section
Office of Criminal District Attorney
Hidalgo County, Texas
100 N Closner Rm 303
Edinburg, TX 78539
(956) 318-2313
(956) 318-2078 FAX
isaac.sulemana@da.co.hidalgo.tx.us

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****
****
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****
****
****

From: "Evangelina Garcia" <evangelina.garcia@co.hidalgo.tx.us>
To: "Isaac V. Sulemana" <isaac.sulemana@da.co.hidalgo.tx.us>
Cc: "Nelda Olivarez" <nolivarez@hidtataskforce.us>, "josephine ramirez" <josephine.ramirez@da.co.hidalgo.tx.us>, "victor garza" <victor.garza@da.co.hidalgo.tx.us>, "Martha Salazar" <martha.salazar@co.hidalgo.tx.us>
Sent: Thursday, June 18, 2015 12:57:40 PM
Subject: Re: HIDTA Time Warner Cable Terms and Conditions

Honorable Isaac;
With all due respect; question for you; Article 22.0-Governing Law; Jurisdiction; Claims-back on March 16 of 2015, an email (see attachment) was sent regarding the "Governing Law". Does the following correspondence sent to Ms. Nelda indicate that this is no longer of a concern as the article still references the "State of New York". Just thought I'd ask should this be asked by the Auditor's Office when viewing the agenda item.

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: "Isaac V. Sulemana" <isaac.sulemana@da.co.hidalgo.tx.us>
To: "Nelda Olivarez" <nolivarez@hidtataskforce.us>
Cc: "josephine ramirez" <josephine.ramirez@da.co.hidalgo.tx.us>, "victor garza" <victor.garza@da.co.hidalgo.tx.us>, "Evangelina Garcia" <evangelina.garcia@co.hidalgo.tx.us>
Sent: Thursday, June 18, 2015 11:30:51 AM
Subject: HIDTA Time Warner Cable Terms and Conditions

Nelda,

I've reviewed the attached Time Warner Cable (TWC) terms and conditions and approve as to form.

Thank You,

Isaac Villalon Sulemana
Assistant District Attorney
Civil Section
Office of Criminal District Attorney
Hidalgo County, Texas
100 N Closner Rm 303
Edinburg, TX 78539
(956) 318-2313
(956) 318-2078 FAX
isaac.sulemana@da.co.hidalgo.tx.us

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****
****
****

AI-50095 **Health & Human Services Dept.** **14. A.**

CC - REGULAR

Meeting Date: 06/23/2015

Submitted For: Eddie Olivarez, HEALTH & HUMAN SERVICES DEPT.

Submitted By: Mike Escaname, HEALTH & HUMAN SERVICES DEPT.

Department: HEALTH & HUMAN SERVICES DEPT.

Information

CAPTION

Discussion, consideration and possible action regarding a letter of support for the North Alamo Water Supply Corporation proposed North Alamo Regional Wastewater Treatment Plant, Phase II authorizing Mr. Olivarez, Chief Administrative Officer for Hidalgo County Health & Human Services, to sign letter of support for this project on behalf of Hidalgo County, by and through the Hidalgo County Health & Human Services Department, to be submitted to the Texas Water Development Board and partnering agencies. By submitting this letter of support, there will be no fiscal impact to the County of Hidalgo.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2015 **ACCT. #:** N/A

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

BUDGETARY IMPACT:

No fiscal impact section
letter of support...

Attachments

Letter

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	06/18/2015 06:09 PM
Manuel Chapa	Manuel Chapa	06/19/2015 09:19 AM
Purchasing Department	Monica Badillo	06/19/2015 05:55 PM

Form Started By: Mike Escaname Started On: 06/12/2015 04:18 PM

Final Approval Date: 06/19/2015

Hidalgo County Health and Human Services Department

1304 S. 25th Street • Edinburg, Texas 78539
Tel: (956) 383-6221 • Fax: (956) 383-8864

Iván Meléndez, M.D., M.B.A.
Health Authority / Chief Physician

Eduardo Olivarez
Chief Administrative Officer

June 18, 2015

North Alamo Water Supply Corporation
420 S. Doolittle Road
Edinburg, Texas 78539

To whom it may concern:

Please accept this correspondence from our agency as formal support for the future development of the North Alamo Water Supply Corporation's Phase II of the Regional Waste Water Treatment Plant. Hidalgo County is one of the most populated border counties along the U.S. / Mexico Border. In addition, this area of South Texas has been burdened with consecutive natural disasters over the last few years; the flooding associated with these events has caused structural damage to existing On-Site Sewage Facility Systems in the subdivisions indicated below.

The North Alamo Water Supply Corporation is currently in the process of implementing Phase II of this project. Phase II includes filing the appropriate requests with the Texas Department of State Health Services nuisance determination process, and the development of the project's scope of work and funding allocations. Phase II infrastructure will provide owner access to a main sewage line to 463 Colonia lots. Our agency is confident that Phase II of this project will establish the needed public health infrastructure for these highly populated and impoverished communities. It will also relieve the ongoing issues pertaining to undersized lots (less than ½ an acre) containing antiquated septic systems.

The Hidalgo County Health & Human Services Department supports any efforts to further promote the health, safety, and welfare of our residents.

- Owassa Estates 1 & 2 (54 lots)
- Tierra Bonita 1 & 2 (69 lots)
- North Side Village (48 lots)
- Serendipidity Way (16 lots)
- Bar #7 (75 lots)
- Walston Farms (112 lots)
- North Alamo Village (89 lots)

Respectfully,

Eduardo Olivarez
Chief Administrative Officer
Hidalgo County Health & Human Services Department

AI-50045 **Health & Human Services Dept.** **14. B.**

CC - REGULAR

Meeting Date: 06/23/2015

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 and acceptance of the Regional Mass Fatality Management Plan as developed by Hidalgo County and the Lower Rio Grande Valley Development Council.

BACKGROUND

Due to "Notice of Confidentiality" statement on this Plan, a hard copy of the Regional Mass Fatality Management Plan will be provided in hard copy format to Commissioner's Court.

Fiscal Impact

FISCAL YEAR: 2015 **ACCT. #:** N/A

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

BUDGETARY IMPACT:

No fiscal impact.

Attachments

Doc

Legal

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	06/09/2015 04:46 PM
Manuel Chapa	Manuel Chapa	06/11/2015 02:51 PM
Purchasing Department	Monica Badillo	06/19/2015 05:54 PM

Form Started By: Mike Escaname Started On: 06/08/2015 10:38 AM

Final Approval Date: 06/19/2015

Lower Rio Grande Valley Development Council

Regional Mass Fatality Management Plan

June 5, 2015

NOTICE OF CONFIDENTIALITY

This document is confidential under Texas Law and is designated For Official Use Only ("FOUO") and should not be distributed, disclosed, or made available in any format or medium outside of local, state and federal government control without obtaining written permission from the Lower Rio Grande Valley Development Council.

Prepared For:
Lower Rio Grande Valley Development Council
301 West Railroad Street
Weslaco, Texas 78596
Phone: +1 (956) 682-3481
www.lrgvdc.org

Prepared By:
John R. Litaker, PhD
The Litaker Group, LLC
P. O. Box 160505
Austin, Texas 78716-5055
Phone: +1 (512) 804-5545
www.litakergroup.com

Funding Provided By:
Texas Department of Homeland Security

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Approval and Implementation

The Lower Rio Grande Valley Development Council (LRGVDC) Regional Mass Fatality Management Plan (MFMP) is hereby approved. This plan is effective June 5, 2015 and supersedes all previous existing and additions to LRGVDC regional mass fatality planning documents.

	Executive Director and LRGVDC Board President	
Kenneth N. Jones, Jr. Lower Rio Grande Valley Development Council	Title	Date

	County Judge Cameron County, Texas	
Honorable Pete Sepulveda, Jr. Cameron County, Texas	Title	Date

	County Judge Hidalgo County, Texas	
Honorable Ramon Garcia Hidalgo County, Texas	Title	Date

	County Judge Willacy County, Texas	
Honorable Aurelio Guerra Willacy County, Texas	Title	Date

From: "Victor M. Garza" <victor.garza@da.co.hidalgo.tx.us>
To: "'Nancy Trevino'" <nancy.trevino@hchd.org>
Cc: "'Mike Escaname'" <miguel.escaname@hchd.org>, eddie.olivarez@hchd.org, "'Eva Rubio'" <eva.rubio@hchd.org>, rodney.elizondo@hchd.org
Subject: Mass Fatality
Date: 6/5/2015 2:55:46 PM

Ms. Trevino,

Our office has reviewed the LRGV Mass Fatality Plan, and at this time approve as to form. Please let me know if you need any further assistance.

Respectfully,

Victor M. Garza
Assistant District Attorney
Civil Division
Office of the Criminal District Attorney
Hidalgo County, Texas
100 N. Closner RM 303
Edinburg, Texas 78539
(956) 318-2313 EXT. 3827
(956) 318-2079 FAX
victor.garza@da.co.hidalgo.tx.us

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****

AI-50052 **Health & Human Services Dept.** **14. C.**

CC - REGULAR

Meeting Date: 06/23/2015

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 and acceptance of the Assignment and Assumption Agreement with the University of Texas - Rio Grande Valley. The purpose of this Agreement is to assign the existing Educational Experience and Program Agreement with the University of Texas - Pan American to the University of Texas - Rio Grande Valley.

BACKGROUND

The Educational Experience Affiliation Agreement provides an opportunity to UT-RGV to assign students in a degree program to Hidalgo County Health department in order to receive supervised experience in connection with the degree program.

Fiscal Impact

FISCAL YEAR: 2015 **ACCT. #:** N/A

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

BUDGETARY IMPACT:

No fiscal impact section.

Attachments

Doc

legal

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	06/08/2015 05:17 PM
Manuel Chapa	Manuel Chapa	06/12/2015 02:38 PM
Purchasing Department	Monica Badillo	06/19/2015 05:54 PM

Form Started By: Mike Escaname Started On: 06/08/2015 02:25 PM
Final Approval Date: 06/19/2015

The University of Texas
Rio Grande Valley

June 2, 2015

Hidalgo County Health Department
1304 S. 25th Street
Edinburg, TX 78541

To Whom It May Concern:

The University of Texas-Pan American (UTPA) and The University of Texas at Brownsville (UTB) will be closing their doors on August 31, 2015, and The University of Texas Rio Grande Valley (UTRGV) will open on September 1, 2015. All affiliations will need to be transitioned over from UTPA/UTB to UTRGV.

Enclosed you will find the new affiliation with UTRGV and a copy of the previous agreement. Please review these documents, sign and return one original to the Office of the Executive Vice President for Finance & Administration no later than Friday, June 26, 2015. You may return the documents via email at EVPFA@utrgv.edu or through regular mail at:

1201 W. University Drive
Attention: Office of the Executive VP for Finance & Administration
SSBL 5.101
Edinburg, Texas 78539

If you have any questions regarding this agreement, please contact Karla Loya, Assistant VP for Finance & Administration/Chief of Staff, at karla.loya@utrgv.edu, or you may call the Office of the Executive Vice President for Finance & Administration at 956-665-2121.

Thank you,

Martin Baylor

Martin Baylor
EVP for Finance & Administration

ASSIGNMENT, ASSUMPTION AGREEMENT

This **Assignment and Assumption** ("**Agreement**") is dated effective as of **September 1, 2015** ("**Effective Date**"), and is entered into by and between **The University of Texas Pan American** ("**Assignor**"), an agency and institution of higher education authorized under the laws of the State of Texas, **The University of Texas Rio Grande Valley** ("**Assignee**"), an agency and institution of higher education authorized under the laws of the State of Texas, and **Hidalgo County Health Department** ("Facility") [insert, as applicable, "an agency of the State of Texas" or other descriptor].

Assignor and Facility entered into a certain Educational Expirience and Program Agreement ("**Original Agreement/Assigned Agreement**") dated [effective] **9/24/2010** under which Facility affords Assignor the opportunity to assign students enrolled in a degree program offered by Assignor to the Facility in order to receive supervised experience in connection with the degree program.

The Original Agreement [including any exhibits or appendices and any valid amendments to the Original Agreement] is [are collectively] referred to as the "**Assigned Agreement**".]

Assignee is a new university authorized by the laws of the State of Texas and is a part of The University of Texas System. Assignor is a university that is part of The University of Texas System which is now winding down its activities due to the opening of Assignee.

Assignor now desires to assign all of its rights, title and interest in the Assigned Agreement and delegate all of its obligations under, or arising in connection with, the Assigned Agreement to Assignee.

Assignee desires to accept the assignment, and Facility desires to consent to the assignment of the Agreement.

Now, therefore, Assignor, Assignee and Facility agree as follows:

2731. Assignor assigns, transfers and delivers to Assignee the Assigned Agreement, together with all of Assignor's rights, title, interests, benefits and privileges and all of Assignor's duties, liabilities and obligations under, or arising in connection with, the Assigned Agreement.

2732. Assignee assumes all of Assignor's rights, title, interests, benefits and privileges under, or arising in connection with, the Assigned Agreement. Assignee agrees to pay or perform, or to cause to be paid or performed, and otherwise to discharge or cause to be discharged, all of Assignor's duties, liabilities and obligations under, or arising in connection with, the Assigned Agreement.

2733. Facility consents to the assignment of the Assigned Agreement by Assignor to Assignee and to all of the terms and conditions of this Agreement and will look solely to the Assignee for the performance of the Assigned Agreement.

2734. Assignor and Facility represent and warrant that (a) the Assigned Agreement is in full force and effect, (b) there are no existing conditions or state of facts that constitute a default under the Assigned Agreement by either Assignor or Facility, or which by notice or passage of time would constitute a default under the Assigned Agreement, (c) the Assigned Agreement has not been amended, modified, supplemented or superseded [except as set forth in the attached Original Agreement], and (d) a true and correct copy of the Assigned Agreement is attached to this Agreement as **Exhibit A** and incorporated for all purposes.

2735. Except as provided in this Agreement, all terms used in this Agreement that are not otherwise defined will have the respective meanings ascribed to such terms in the Assigned Agreement.

2736. This Agreement will be binding on Assignor, Assignee and Facility and their respective successors and assigns.

2737. This Agreement may be modified or amended only by a writing signed by the parties to be bound.

2738. This Agreement embodies the entire agreement between the parties with respect to the subject matter of this Agreement and supersedes all prior agreements, consents and understandings relating to the subject matter of this Agreement.

2739. Except as specifically provided in this Agreement, all of the terms, provisions, requirements and specifications contained in the Assigned Agreement remain in full force and effect. Except as otherwise expressly provided in this Agreement, the parties do not intend to, and the execution of this Agreement will not, in any manner impair the Assigned Agreement, the purpose of this Agreement being simply to assign the Assigned Agreement, extend the termination date of the Assigned Agreement and to ratify, confirm and carry forward the Assigned Agreement, as hereby assigned and extended, in full force and effect.

2740. THIS AGREEMENT WILL BE INTERPRETED TO ENSURE THAT ASSIGNEE AND FACILITY REMAIN IN COMPLIANCE WITH ALL APPLICABLE LAWS.

IN WITNESS WHEREOF, Assignor, Assignee and Contractor have executed this Agreement, by and through their duly authorized representatives effective as of the Effective Date.

ASSIGNOR:

THE UNIVERSITY OF TEXAS PAN AMERICAN

By: Juan C. Gonzalez

Name: Juan C. Gonzalez

Title: Assistant Vice President for Business Affairs

Date: June 2, 2015

ASSIGNEE:

THE UNIVERSITY OF TEXAS RIO GRANDE VALLEY

By: Martin Baylor

Name: Martin V. Baylor

Title: Executive Vice President for Finance and Administration

Date: June 2, 2015

FACILITY:

[redacted]

By: _____

Name: _____

Title: _____

Date: _____

Attach:

Exhibit A – Assigned Affiliation Agreement [Including all Exhibits [, and Appendices] [and Amendments]]

From: "Isaac V. Sulemana" <isaac.sulemana@da.co.hidalgo.tx.us>
To: mike.escaname@hchd.org
Cc: "josephine ramirez" <josephine.ramirez@da.co.hidalgo.tx.us>, "victor garza" <victor.garza@da.co.hidalgo.tx.us>
Subject: RE: Request for Review - Education Experience Affilitation Agreement - UT-RGV
Date: 6/16/2015 9:24:45 AM

Good Morning Mr. Escaname,

The attached assignment agreement has been reviewed and we agree as to form.

If you have any additional questions or require any clarification please contact me at your convenience.

Isaac Villalon Sulemana
Assistant District Attorney
Civil Section
Office of Criminal District Attorney
Hidalgo County, Texas
100 N Closner Rm 303
Edinburg, TX 78539
(956) 318-2313
(956) 318-2078 FAX
isaac.sulemana@da.co.hidalgo.tx.us

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AI-50020 **Health & Human Services Dept.** **14. D.**

CC - REGULAR

Meeting Date: 06/23/2015

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 renew for a period of one year the Memorandum of Agreement with Texas A&M University System Health Science Center for an On-Site Education program.

BACKGROUND

05/17/11 - AI-26625 - Initial MOA
05/29/12 - AI-32371 - Renewal
05/28/13 - AI-38765 - Renewal
07/08/14 - AI-45060 - Renewal

Fiscal Impact

FISCAL YEAR: 2015 **ACCT. #:** N/A

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

BUDGETARY IMPACT:

No fiscal impact.

Attachments

MOA
legal

Form Review

Inbox	Reviewed By	Date
Budget & Management	Debbie Tamez	06/05/2015 11:22 AM
Manuel Chapa	Manuel Chapa	06/05/2015 04:30 PM
Purchasing Department	Monica Badillo	06/19/2015 05:54 PM

Form Started By: Mike Escaname Started On: 06/05/2015 10:33 AM

Final Approval Date: 06/19/2015

RENEWAL OF MEMORANDUM OF AGREEMENT
BETWEEN
THE TEXAS A&M UNIVERSITY SYSTEM HEALTH SCIENCE CENTER
AND
HIDALGO COUNTY
FOR AN ON-SITE EDUCATION PROGRAM

THIS RENEWAL OF AGREEMENT ("Agreement" is entered into by and between The Texas A&M University System Health Science Center (TAMHSC), a member of the Texas A&M University System, an agency of the State of Texas, on behalf of the School of Public Health (HSC-SPH) and Hidalgo County, by and through its Health and Human Services Department ("Practicum Site").

WHEREAS, Practicum Site is willing to provide an on-site educational practicum experience program, i.e. practicum experience program supervision, for HSC-SPH students.

NOW THEREFORE, the parties jointly agree as follows:

1. RENEWAL OF MEMORANDUM OF AGREEMENT

Pursuant to paragraph six (6) of the original Memorandum of Agreement that became effective July 4, 2011, the parties agree to a one (1) year renewal of the original Memorandum of Agreement.

2. INCORPORATION OF ORIGINAL MEMORANDUM OF AGREEMENT

The original Memorandum of Agreement is made apart hereof with all its terms and conditions, and is incorporated for all purposes in this Agreement.

3. EXECUTION AND MODIFICATION

This Agreement is binding when signed by both parties. Any modification or amendment must be in writing and signed by both parties.

(Signature Page Follows)

IN WITHNESS WHEREOF, the parties have signed this Memorandum of Agreement between the Texas A&M University System Health Science Center and Hidalgo County on the date indicated below their Signatures.

The Texas A&M University System Health Science Center	**Hidalgo County**
By:_____	By:_____
Vernon Tesh, Ph.D. Interim Vice President for Academic Affairs	Ramon Garcia Hidalgo County Judge
Date:_____	Date:_____

Approved as to Form by:

_____
Josephine Ramirez Solis
Assistant District Attorney
Hidalgo County

From: "Jorge Ortegon" <jorge.ortegon@da.co.hidalgo.tx.us>
To: mike.escaname@hchd.org
Cc: josephine.ramirez@da.co.hidalgo.tx.us, victor.garza@da.co.hidalgo.tx.us
Subject: Renewal MOA - Hidalgo County Health & Human Services Dept. - On-Site Education Program
Date: 6/16/2015 9:59:22 AM

Mr. Escaname,

I have reviewed the proposed Renewal MOA agreement between The Texas A&M University System Health Science Center and Hidalgo County regarding the on-site education program. **Our office approves the renewal as to form.**

Best,

Jorge Luis Ortegon II
Assistant Criminal District Attorney
Civil Division
Office of Criminal District Attorney
Hidalgo County, Texas
100 N Closner Rm 303
Edinburg, TX 78539
(956) 292-7609 ext. 8182
(956) 318-2079 FAX
jorge.ortegon@da.co.hidalgo.tx.us

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AI-50067 **Health & Human Services Dept.** **14. E.**

CC - REGULAR

Meeting Date: 06/23/2015

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 for Mr. Olivarez, HCHHSD Chief Administrative Officer, to submit Letter of Intent to the Texas Department of State Health Services. The letter acknowledges Hidalgo County Health & Human Services Department's interest to provide infectious disease preparedness and response within its service area during the term of the project from 09/01/2015 through 08/31/2017.

BACKGROUND

Fiscal Impact

FISCAL YEAR: See below **ACCT. #:** 5-1293-441-00-340-0XX-6-XXX

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

BUDGETARY IMPACT:

No local match required.

Grant contract term will be from 09/01/2015 through 08/31/2017 for an amount up to $200,000.00. ($100,000.00 for each year, maximum)

Grant Fiscal Year 2016 & 2017
County Calendar/ Fiscal Year 2015.
Account Fiscal Year 6.

Attachments

Award Email
Letter

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	06/09/2015 04:52 PM
Manuel Chapa	Manuel Chapa	06/11/2015 09:49 AM
Purchasing Department	Monica Badillo	06/19/2015 05:54 PM
Form Started By: Mike Escaname		Started On: 06/09/2015 04:31 PM
Final Approval Date: 06/19/2015		

From: "Clark,Sandy (DSHS)" <Sandy.Clark@dshs.state.tx.us>
To: "'eddie.olivarez@hchd.org'" <eddie.olivarez@hchd.org>
Cc: "Mike Escaname (mike.escaname@hchd.org)" <mike.escaname@hchd.org>
Subject: Infectious Disease Investigation Opportunity
Date: 6/9/2015 7:42:40 AM

Dear Health Director:

The Emerging and Acute Infectious Disease Branch of the Department of State Health Services (DSHS) announces the availability of funding to enhance epidemiological capacity in infectious disease preparedness and response. The contract term for this project will be September 1, 2015 to August 31, 2017.

If you are interested in receiving this funding, you are requested to review and sign this letter of intent. Please submit the attached packet with a proposed budget of expenditures for FY16 and FY17. The submitted budget will be for two years for a total of $200,000.

Please notify me by returning the letter of intent and the attached budget no later than June 23, 2015 if you are interested in participating in this project.

If you are not interested in participating, please let me know that you decline by that same date.

If you have any questions, please get back with me.

Thanks,

Sandy Clark, CTCM
Contract Manager
DCPS/RLHS Contract Management Unit
Division for Disease Control and Prevention Services
Department of State Health Services
P.O. Box 149347
Austin, Texas 78714-9347

Phone: 512-776-2264
Fax: 512-458-7391
Email: sandy.clark@dshs.state.tx.us

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

KIRK S. COLE
INTERIM COMMISSIONER

Date: June 9, 2015

LHD: Hidalgo County Health Department

Attention: Eduardo Olivarez

Address: 1304 South 25th Ave., Edinburg, TX 78539

Subject: Letter of Intent: Infectious Disease Preparedness and Response Funding for Fiscal Years 2016-2017. Response Requested by June 23, 2015

Dear Eduardo Olivarez,

The Emerging and Acute Infectious Disease Branch (Branch) of the Department of State Health Services (DSHS) announces the availability of funding to enhance epidemiological capacity in infectious disease preparedness and response. The next funding cycle is effective September 1, 2015. The Branch estimates that 20 local health departments will receive such funding, contingent on final awards received from the 84th Legislative Session in the wake of the Ebola response in Texas. The maximum award per health department will be $100,000 per year/$200,000 over the biennium to be spent on personnel, fringe, equipment,, supplies, training, travel, indirect costs not to exceed 15% associated with infectious disease preparedness and response. This funding opportunity is a separate from any other existing epidemiological capacity contracts in place with DSHS.

If you are interested in receiving funding, you are requested to review and sign this letter of intent and submit the attached packet with a proposed budget of expenditures for FY16 and FY17. By signing this Letter of Intent, Hidalgo County Local Health Department (LHD) acknowledges its interest to provide infectious disease preparedness and response within its service area for fiscal years 2016-2017 and further agrees to meet the following eligibility criteria:

1. Retain an Epidemiologist primarily dedicated to infectious disease preparedness and outbreak response activities. The Epidemiologist must have qualifications in epidemiology and public health infection surveillance, preferably with a Masters of Public Health (MPH) degree or at least two years working experience as an Epidemiologist to perform and track the following deliverables;

    a. Complete all pertinent case investigation procedures, with at least seventy-five percent (75%) completed within five (5) business days of initial report. DSHS appropriate/focused questionnaire investigation forms to be used are located at http://www.dshs.state.tx.us/idcu/investigation/;

    b. Enter all pertinent case investigation data correctly and completely in the National Electronic Disease Surveillance System (NEDSS) within five (5) business days of completion of investigation of each case interview;

    c. Coordinate with hospitals and clinics within their jurisdiction to have at least ninety percent (90%) of laboratory specimens in Texas Administrative Code RULE §97.3 and/or those related to outbreak investigations sent to the Laboratory Services Section, Texas Department of State Health Services, Austin, Texas or other public health laboratory as designated by DSHS;

    d. Submit completed interviews related to outbreak investigations to DSHS through a secure electronic

method to the designated EAID Epidemiologist or to fax number (512) 776-7616 no later than twenty-four (24) hours after completion of interview; and

e. Assure and monitor the confidential treatment and transfer of confidential data provided by DSHS and confidential data provided to DSHS.

Contracts will be awarded based on demonstrated need within the following criteria:

- Number of travelers monitored from Ebola countries of concern;
- Burden of infectious disease within the jurisdiction, based on 2014 NEDSS data;
- Current epidemiological capacity within the jurisdiction;
- Previous performance on DSHS-funded contracts.

By electronic signature below, I am acknowledging that Hidalgo County LHD meets the requirements for funding for the provision of infectious disease preparedness and response in the State of Texas.

X _____

Printed Name: _____

Title of Signatory: _____

Date: _____

Janna Zumbrun, MSSW
Assistant Commissioner
Division for Disease Control and Prevention Services
Texas Department of State Health Services
PO Box 149347
Austin, Texas 78714-9347
Phone: 512-776-2406
Fax: 512-776-7229

AI-50082 **Health & Human Services Dept.** **14. F.**

CC - REGULAR

Meeting Date: 06/23/2015

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/HAZARDS grant contract #2016-001134-00 in the amount of $574,166.00 for the period of 07/01/2015 to 06/30/2015.
2. Requesting approval for County Judge to e-sign the CPS/HAZARDS 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 $574,166.00.
6. Requesting approval of the budget appropriation in the amount of $574,166.00 from state funds and in the amount of $57,417.00 from local match.
8. Requesting approval of the salary schedule.

BACKGROUND

04/14/15 - AI-49249 - Approval to submit grant renewal application for CPS/HAZARDS FY 16.

Fiscal Impact

FISCAL YEAR: 2016 **ACCT. #:** 5-1293-441-00-340-013-6-XXX

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

BUDGETARY IMPACT:

Local match:
5-1293-391-01-000-100-6-000 Transfer In

5-1100-491-01-000-293-6-891 Transfer Out

Interfund AI# 50233

Attachments

Grant Contract
Sal Proj

appr r

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	06/12/2015 01:53 PM
Manuel Chapa	Manuel Chapa	06/18/2015 02:09 PM
Mike Escaname (Originator)	Mike Escaname	06/18/2015 05:40 PM
Manuel Chapa	Manuel Chapa	06/19/2015 04:59 PM
Purchasing Department	Monica Badillo	06/19/2015 05:54 PM
Form Started By: Mike Escaname		Started On: 06/11/2015 05:14 PM
Final Approval Date: 06/19/2015		

DEPARTMENT OF STATE HEALTH SERVICES
CONTRACT 2016-001134-00

This Contract is entered into by and between the Department of State Health Services (DSHS or the Department), an agency of the State of Texas, and Hidalgo County (Contractor), a Governmental, (collectively, the Parties) entity.

1. Purpose of the Contract: DSHS agrees to purchase, and Contractor agrees to provide, services or goods to the eligible populations.

2. Total Amount: The total amount of this Contract is $574,166.00.

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 07/01/2015 and ends on 06/30/2016. 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/HAZARDS Public Health Emergency Preparedness (PHEP)

7. Statement of Work:

A. Contractor shall perform activities in support of the Public Health Emergency Preparedness Cooperative Agreement (Funding Opportunity Number CDC-RFA-TP12-12010402CONT15) from the Centers for Disease Control and Prevention (CDC). CDC's five-year Public Health Emergency Preparedness (PHEP) – Hospital Preparedness Program (HPP) Cooperative Agreement seeks to align PHEP and HPP programs and advance public health and healthcare preparedness. Contractor shall perform the activities required under this Program Attachment in the Service Area designated in the most recent version of Section 8. "Service Area" of this contract.

B. Identify the appropriate jurisdictional partners to address the emergency preparedness, response, and recovery needs of older adults regarding public health, medical and mental health behavioral needs and address processes and accomplishments to meet the needs of older adults.

C. Provide DSHS with situational awareness data generated through interoperable networks of electronic data systems,

D. 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 7. "Statement of Work" (O) of this contract.

1. Capability 1 – Community Preparedness is the ability of communities to prepare for, withstand, and recover – in both the short and long terms – from public health incidents.
2. Capability 2 – Community Recovery is the ability to collaborate with community partners, e.g., healthcare organizations, business, education, and emergency management) to plan and advocate for the rebuilding of public health, medical, and mental/behavioral health systems to at least a level of functioning comparable to pre-incident levels and improved levels where possible.
3. Capability 3 – Emergency Operations Center Coordination is the ability to direct and support an event or incident with public health or medical implications by establishing a standardized, scalable system of oversight, organization, and supervision consistent with jurisdictional standards and practices with the National Incident Management System.
4. Capability 4 – Emergency Public Information and Warning is the ability to develop, coordinate, and disseminate information, alerts, warnings, and notifications to the public and incident management responders.
5. Capability 5 – Fatality Management is the ability to coordinate with other organizations (e.g., law enforcement, healthcare, emergency management, and medical examiner/coroner) to ensure the proper recovery, handling, identification, transportation, tracking, storage, and disposal of human remains and personal effects; certify cause of death, and facilitate access to mental/behavioral health services to the family members, responders, and survivors of an incident.
6. Capability 6 – Information Sharing is the ability to conduct multijurisdictional, multidisciplinary exchange of health-related information and situational awareness data among federal, state, local, territorial, and tribal levels of government, and the private sector. This capability includes the routine sharing of information as well as issuing of public health alerts to federal, state, local, territorial, and tribal levels of government and the private sector in preparation for and in response to events or incidents of public health significance.
7. Capability 7 – Mass Care is the ability to coordinate with partner agencies to address the public health, medical, and mental/behavioral health needs of those impacted by an incident at a congregate location. This capability includes the coordination of ongoing surveillance and assessment to ensure that local health needs to continue to me met as the incident evolves.
8. Capability 8 – Medical Countermeasure Dispensing is the ability to provide medical countermeasures (including vaccines, antiviral drugs, antibiotics, antitoxin, etc.) in support of treatment or prophylaxis (oral or

vaccination) to the identified population in accordance with public health guidelines and/or recommendations.
9. Capability 9 – Medical Materiel Management and Distribution is the ability to acquire, maintain (e.g., cold chain storage or other storage protocol), transport distribute, and track medical materiel (e.g., pharmaceuticals, gloves, masks, and ventilators) during an incident and to recover and account for unused medical materiel, as necessary, after an incident.
10. Capability 10 – Medical Surge is the ability to provide adequate medical evaluation and care during events that exceed the limits of the normal medical infrastructure of an affected community. It encompasses the ability of the healthcare system to survive a hazard impact and maintain or rapidly recover operations that were compromised.
11. Capability 11 – Non-Pharmaceutical Interventions are the ability to recommend to the applicable lead agency (if not public health) and implement, if applicable, strategies for disease, injury, and exposure control. Strategies include the following: isolation and quarantine; restrictions on movement and travel advisory/warnings; social distancing; external decontamination; hygiene; and precautionary behaviors.
12. Capability 12 – Public Health Laboratory Testing is the ability to conduct rapid and conventional detection, characterization, confirmatory testing, data reporting, investigative support, and laboratory networking to address actual or potential exposure to all-hazards. Hazards include chemical, radiological, and biological, and biological agents in multiple matrices that may include clinical samples, food, and environmental samples (e.g., water, air, and soil). This capability supports routine surveillance, including pre-event incident and post-exposure activities.
13. Capability 13 – Public Health Surveillance and Epidemiological Investigations is the ability to create, maintain, support, and strengthen routine surveillance and detection systems and epidemiological investigation processes, as well as to expand these systems and processes in response to incidents of public health significance.
14. Capability 14 – Responder Safety and Health describes the ability to protect public health agency staff responding to an incident and the ability to support the health and safety needs of hospital and medical facility personnel, if requested.
15. Capability 15 – Volunteer Management is the ability to coordinate the identification, recruitment, registration, credential verification, training, and engagement of volunteers to support the jurisdictional public health agency's response to incidents of public health significance.

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

F. Contractor will comply with all applicable federal and state laws, rules, and regulations including, but not limited to, the following:
1. Public Law 107-188, Public Health Security and Bioterrorism Preparedness and Response Act of 2002;
2. Public Law 113-05, Pandemic and All-Hazards Preparedness Reauthorization Act; and
3. Texas Health and Safety Code Chapter 81.

G. Contractor will comply with all applicable regulations, standards and guidelines in effect on the beginning date of the Term of this Contract.

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

I. Funds awarded for this Contract must be matched by costs or third party contributions that are not paid by the Federal Government under another award, except where authorized by Federal statute to be used for cost sharing or matching. The non-federal contributions (match) may be provided directly or through donations from public or private entities and may be in cash or in-kind donations, fairly evaluated, including

plant, equipment, or services. The costs that the Contractor incurs in fulfilling the matching or cost-sharing requirement are subject to the same requirements, including the cost principles, that are applicable to the use of Federal funds, including prior approval requirements and other rules for allowable costs as described in 45 CFR 74.23 and 45 CFR 92.24.

J. The Contractor is required to provide matching funds for this Contract not less than ten-percent of the allocation amount. Cash match is defined as an expenditure of cash by the contractor on allowable costs of this Contract that are borne by the contractor. In-kind match is defined as the dollar value of non-cash contributions by a third party given in goods, commodities, or services that are used in activities that benefit this Contract's project and that are contributed by non-federal third parties without charge to the contractor. The criteria for match must:

1. Be an allowable cost under the applicable federal cost principle;
2. Be necessary and reasonable for the efficient accomplishment of project or program objectives;
3. Be verifiable within the contractor's (or subcontractor's) records;
4. Be documented, including methods and sources, in the approved budget (applies only to cost reimbursement Contracts);
5. Not be included as contributions toward any other federally-assisted project or program (match can count only once);
6. Not be paid by the Federal Government under another award, except where authorized by Federal statute to be used for cost sharing or match;
7. Conform to other provisions of governing circulars/statutes/regulations as applicable for the Contract;
8. Be adequately documented;
9. Must follow procedures for generally accepted accounting practices as well as meet audit requirements; and
10. Value the in-kind contributions reported and must be supported by documentation reflecting the use of goods and/or services during the Contract term.

K. In the event of a public health emergency involving a portion of the state Contractor will mobilize and dispatch staff or equipment purchased with funds from 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.

L. Contractor will inform DSHS in writing if Contractor will not continue performance under this Contract within 30 days of receipt of an amended standard(s) or guideline(s). DSHS may terminate this Contract immediately or within a reasonable period of time as determined by DSHS.

M. Contractor will develop, implement and maintain a timekeeping system for accurately documenting staff time and salary expenditures for all staff funded through this Contract, including partial full-time employees and temporary staff.

N. DSHS reserves the right, where allowed by legal authority, to redirect funds in the event of financial shortfalls. DSHS will monitor Contractor's expenditures on a quarterly basis. If expenditures are below that projected in Contractor's total Contract amount, Contractor's budget may be subject to a decrease for the remainder of the Term of the Contract. Vacant positions existing after ninety days may result in a decrease in funds.

O. 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 Performance Measures to DSHS within an established timeframe designated by DSHS as required by the CDC.
3. Submit the Mitigation Plan due to DSHS within an established timeframe designated by DSHS;
4. Submit the Emergency Support Function 8 plans developed in accordance with the Texas Department of Emergency Management (TDEM) and DSHS Planning Standards within 30 days of request from DSHS.
5. Submit by the last day of every month a list of all reported clusters and information on investigation findings on the tracking sheet provided by the DSHS
6. Submit a current Multi-Year Training & Exercise Plan that covers FY16 through FY21 to DSHS by July 6, 2015, using the template provided by DSHS. In accordance with HSEEP guidelines, contractors must conduct or participate in a Multi-year Training and Exercise Workshop with all applicable agencies and submit an agenda and a participant roster as documentation of attendance.
7. Complete and submit the Operational Readiness Review (ORR) provided by DSHS to DSHS SNS SharePoint 20 business days prior to review;
a. Provide updated Point of Dispensing (POD) standards data for submission to DSHS SNS SharePoint by April 1, 2016;
b. Perform and submit metrics on three SNS operation drills (at pre-identified POD locations and existing call down rosters) and submit After Action Reviews/Improvements sixty days after completion of the drill or by April 1, 2016. Acceptable drills include:
I. Staff Call Down;
ii. Facility Set-up;
iii. POD Activation;
iv. Dispensing Throughput; and
v. RealOpt usage;
c. Submit above items listed in 7 (b) to PreparednessExercise@dshs.state.tx.us by April 1, 2016.
8. Submit the Mid-Year Report due to DSHS within an established timeframe designated by DSHS.
9. Complete an End-Of-Year performance report in a format specified by DSHS no later than August 15, 2016.
10. Conduct or participate in, at least, one Preparedness Exercise which includes evaluation of capabilities and objectives in accordance to the Contractor's exercise plan and developed in accordance with Homeland Security Exercise and Evaluation Program (HSEEP) standards. Contractor will submit to DSHS an exercise notification following the Concept and Objectives meeting in accordance with timeframes established in DSHS Exercise Guidance. A joint after action report/improvement plan must be submitted within 60 days of the exercise to the DSHS Exercise Team mailbox (preparednessexercise@dshs.state.tx.us). The After Action Report must also include a Corrective Action Plan. These exercises may include a tabletop exercise, a functional exercise, or a full-scale exercise to test preparedness and response capabilities, but not associated with Strategic National Stockpile (SNS).
11. Designate a member of the PHEP program to attend, in person, the PHEP all four quarterly meetings of the contract term. If the designee is unable to attend the first meeting in person, the Contractor must petition DSHS in writing requesting an exemption and proposal for attending a subsequent quarterly meeting.
12. Complete all additional reporting requirements. Due dates will be listed in the most current DSHS reporting schedule, to be released no later than August 3, 2015.
13. If Contractor is legally prohibited from providing any report under this Contract, Contractor will immediately notify DSHS in writing.

P. 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.

Q. For the purposes of this Contract, the Contractor may not use funds for research, clinical care, 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.

R. Contractor shall only expend funds for reasonable program purposes, including personnel, travel, supplies, and services, such as contractual.

S. Contractor shall cooperate with DSHS to coordinate all planning, training and exercises performed under this Program Attachment with local emergency management and the Texas Division of Emergency Management (TDEM) District Coordinators assigned to the contractor's sub-state region, to ensure consistency and coordination of requirements at the local level and eliminate duplication of effort between the various domestic preparedness funding sources in the state.

T. 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.

U. Volunteer Management (Capability 15): If Contractors are using volunteers, such as Medical Reserve Corps or Strategic National Stockpile (SNS) point of dispensing volunteers, and then Contractors must use the Texas Disaster Volunteer Registry (TDVR), Texas' version of the Emergency System for the Advanced Registration of Volunteer Health Professionals (ESAR-VHP) system as their main volunteer management tool.

PERFORMANCE MEASURES:

A. DSHS will monitor the Contractor's compliance with the requirements in Section I and this Contract and failure to meet these requirements may result in withholding a portion of any subsequent PHEP base awards.

B. The initial reporting requirements for the performance measures are subject to change as DSHS and CDC may modify performance measures and due dates. DSHS will provide notification to the Contractor of any changes under this Section.

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-2012-Solicitation-00043 | RLHS GOLIVE HAZARDS PROPOSAL

11. Renewals:

Number of Renewals Remaining: 1 Date Renewals Expire: 06/30/2017

12. Payment Method:

Cost Reimbursement

13. Source of Funds:

93.069, 93.069

14. DUNS Number:

103110834

This section intentionally left blank.

16. Special Provisions

A. Contractor will submit final close-out bill or revisions to previous reimbursement request(s) no later than August 15, 2016. No expenditures with service dates from July 1, 2015 to June 30, 2016 will be paid after August 15, 2016 from the Budget Period 4(BP4) allocation. This Subsection supersedes Section 4.03 of the Fiscal Year 2016 Department of State of Health Services General Provisions (Core/Sub Recipient).

B. 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.

C. 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 shall allow DSHS to conduct on-site quality assurance reviews of Contractor. Contractor shall comply with all DSHS documentation requests and on-site visits. Contractor shall make available for review all documents related to the Program Attachment, upon request by the DSHS Program staff.

D. 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 June 30, 2016 as documented by issue of a purchase order or written order confirmation from the vendor on or before June 30, 2016. In addition, all equipment must be received no later than 45 calendar days following the end of the Program Attachment term.

E. 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)	2016-001134-00
b. General Provisions	Subrecipient General Provisions
c. Attachments	Budget
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/HAZARDS

Contract Number: 2016-001134-00

Budget Categories

Budget Categories	DSHS Funds Requested	Cash Match	In Kind Match Contributions	Category Total
Personnel	$404,148.00	$42,784.00	$0.00	$446,932.00
Fringe Benefits	$138,138.00	$14,623.00	$0.00	$152,761.00
Travel	$10,553.00	$0.00	$0.00	$10,553.00
Equipment	$0.00	$0.00	$0.00	$0.00
Supplies	$2,028.00	$10.00	$0.00	$2,038.00
Contractual	$0.00	$0.00	$0.00	$0.00
Other	$19,299.00	$0.00	$0.00	$19,299.00
Total Direct Costs	$574,166.00	$57,417.00	$0.00	$631,583.00
Indirect Costs	$0.00	$0.00	$0.00	$0.00
Totals	$574,166.00	$57,417.00	$0.00	$631,583.00

TEXAS Department of State Health Services

CERTIFICATION REGARDING LOBBYING

Organization Name: Hidalgo County
Contract Number: 2016-001134-00

For contracts greater than $100,000, this attachment is applicable and must be signed as part of the contract agreement.

CERTIFICATION REGARDING LOBBYING CERTIFICATION FOR CONTRACTS, GRANTS, LOANS AND COOPERATIVE AGREEMENTS

The undersigned certifies, to the best of his or her knowledge and belief that:

(1) No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or an employee of any agency, a member of congress, an officer or employee of congress, or an employee of a member of congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of congress federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit, an officer or employee of congress, or an employee of a member of congress in connection with this Standard Form-11, “Disclosure Form to Report Lobbying,” in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less that $10,000 and not more than $100,000 for each such failure.

(•) Applicable ( ) Non-Applicable

Signature of Authorized Individual Date:

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

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 b

E-Signature D

Navigation Links

Status	Page Name	Note	Created By	Last Modified By
	Certification Regarding Lobbying			
	Fiscal Federal Funding Accountability and Transparency Act (FFATA) Certification			
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	General Provisions			
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PUBLIC HEALTH EMERGENCY PREPAREDNESS (PHEP) FY 16
Grant Application
Salary Budget
07/01/2015 - 06/30/2015
For Budget Purposes Only

PHEP FY $ 542,368.39

					Hourly Rate				2015	2016			Fringes					Insurance			
Slot #	Position Title	2015 Budgeted Salary	Actual Salary (PHEP Progam) (current)	PHEP Program Salary With 3% COLA	Hourly Rate (current)	Hourly Rate With 3%	# of Hours in 2015	# of Hours in 2016	Salary Amount from 07/01/15 - 12/31/15	Salary Amount from 01/01/15 - 06/30/15	Projected Salaries	Salary per month	FICA (7.65%	Retirement (11.28%)	Unemployment (.01%)	Workers Comp (.01%)	Health Ins.	Life Ins.	Projected Fringes	Projected Total Salaries & Fringes
0001	PUBLIC HEALTH PREP COORD	61,155.00	61,155.00	62,989.65	29.4014	30.2835	1,056	1,040	31,047.92	31,494.83	62,542.75	5,211.90	4,784.52	7,054.82	625.43	625.43	5,909.40	37.56	19,037.16	81,579.91
0005	PUBLIC HEALTH PLANNER	44,794.00	44,794.00	46,137.82	21.5356	22.1816	1,056	1,040	22,741.57	23,068.91	45,810.48	3,817.54	3,504.50	5,167.42	458.10	458.10	5,909.40	37.56	15,535.09	61,345.57
0007	LICENSED VOCATIONAL NURSE II	44,794.00	44,794.00	46,137.82	21.5356	22.1816	1,056	1,040	22,741.57	23,068.91	45,810.48	3,817.54	3,504.50	5,167.42	458.10	458.10	5,909.40	37.56	15,535.09	61,345.57
0008	LVN II	44,794.00	44,794.00	46,137.82	21.5356	22.1816	1,056	1,040	22,741.57	23,068.91	45,810.48	3,817.54	3,504.50	5,167.42	458.10	458.10	5,909.40	37.56	15,535.09	61,345.57
0011	HEALTH TECHNICIAN	31,404.00	31,404.00	32,346.12	15.0981	15.5510	1,056	1,040	15,943.57	16,173.06	32,116.63	2,676.39	2,456.92	3,622.76	321.17	321.17	5,909.40	37.56	12,668.97	44,785.60
0014	ASSISTANT PUBLIC HEALTH PREP. COORD.	56,162.00	56,162.00	57,846.86	27.0010	27.8110	1,056	1,040	28,513.02	28,923.43	57,436.45	4,786.37	4,393.89	6,478.83	574.36	574.36	5,909.40	37.56	17,968.41	75,404.85
0015	PUBLIC HEALTH SPECIALIST	35,391.00	35,391.00	36,452.73	17.0149	17.5254	1,056	1,040	17,967.74	18,226.37	36,194.10	3,016.18	2,768.85	4,082.69	361.94	361.94	5,909.40	37.56	13,522.39	49,716.49
0016	STRTGC NAT STCKPL COORD PLNNR	41,280.00	41,280.00	42,518.40	19.8462	20.4415	1,056	1,040	20,957.54	21,259.20	42,216.74	3,518.06	3,229.58	4,762.05	422.17	422.17	5,909.40	37.56	14,782.92	56,999.66
0019	PUBLIC HEALTH SPECIALIST	35,391.00	35,391.00	36,452.73	17.0149	17.5254	1,056	1,040	17,967.74	18,226.37	36,194.10	3,016.18	2,768.85	4,082.69	361.94	361.94	5,909.40	37.56	13,522.39	49,716.49
		395,165.00	**395,165.00**	**407,019.95**							**404,132.21**	**33,677.70**	**30,916.11**	**45,586.11**	**4,041.32**	**4,041.32**	**53,184.60**	**338.04**	**138,107.51**	**542,239.72**

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Prepared by Mike Escaname
HCHHSD
04/22/2015

6 Fringes 2015

Required Match for FY 16 = $57,417.00

LOCAL MA					Monthly Average					% of Contribution to PHEP	Projected Salaries	Salary per month	Fringes				Insurance		Projected Fringes	Projected Total Salaries & Fringes
													FICA (7.65%	Retirement (11.28%)	Unemployment (.57%)	Workers Comp (.21%)	Health Ins.	Life Ins.		
	Chief Administrative Officer				9,300.50					7%	7,812.42	9,300.50	597.65	881.24	44.53	16.41	413.63	2.63	1,956.09	9,768.51
	Director of Operations				5,778.50					5%	3,467.10	5,778.50	265.23	391.09	19.76	7.28	295.45	1.88	980.69	4,447.79
	Epidemiologist				4,843.92					41%	23,832.09	4,843.92	1,823.15	2,688.26	135.84	50.05	2,422.69	15.40	7,135.39	30,967.48
	Financial Specialist				4,235.33					5%	2,541.20	4,235.33	194.40	286.65	14.48	5.34	295.45	1.88	798.20	3,339.40
	Budget Manager				5,458.92					4%	2,620.28	5,458.92	200.45	295.57	14.94	5.50	236.36	1.50	754.32	3,374.60
	Public Health Technician				3,440.00					4%	1,651.20	3,440.00	126.32	186.26	9.41	3.47	236.36	1.50	563.31	2,214.51
	Public Health Technician				3,583.00					2%	859.92	3,583.00	65.78	97.00	4.90	1.81	118.18	0.75	288.42	1,148.34
									TOTAL		**42,784.21**		**3,272.99**	**4,826.06**	**243.87**	**89.85**	**4,018.12**	**25.54**	**12,476.43**	**55,260.63**
									Grant Total		**446,916.41**								**150,583.94**	**597,500.35**

Prepared by Mike Escaname
HCHHSD
04/22/2015

DATE: June 23, 2015

DEPARTMENT HEAD: Eduardo Olivarez, Chief Administrative Officer

DEPARTMENT NAME: Hidalgo County Health & Human Services Department

ACCOUNT NUMBER: 5-1293-441-00-340-013-6-XXX CPS Bioterrorism Preparedness

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

Honorable Commissioner's Court of Hidalgo County:

I would like to request the following amendments (increase) to my department budget in accordance with Local Government Code, Chapter 111, Subchapter C.

INCREASE OBJECT NUMBER(S)	ACCOUNT (OBJECT) NAME	AMOUNT -
Personnel		
5-1293-441-00-340-013-6-113	CPS/HAZARDS - Reg F/T Employees	$ 446,932.00
Fringes		
5-1293-441-00-340-013-6-211	CPS/HAZARDS - Health Insurance	$ 58,853.00
5-1293-441-00-340-013-6-212	CPS/HAZARDS - Life Insurance	$ 365.00
5-1293-441-00-340-013-6-220	CPS/HAZARDS - FICA	$ 34,191.00
5-1293-441-00-340-013-6-230	CPS/HAZARDS - Retirement	$ 50,414.00
5-1293-441-00-340-013-6-250	CPS/HAZARDS - Unemployment	$ 4,469.00
5-1293-441-00-340-013-6-260	CPS/HAZARDS - Workmans Comp	$ 4,469.00
Travel		
5-1293-441-00-340-013-6-581	CPS/HAZARDS - Travel In-County	$ 828.00
5-1293-441-00-340-013-6-583	CPS/HAZARDS - Travel Out-of-County	$ 9,725.00
Supplies		
5-1293-441-00-340-013-6-610	CPS/HAZARDS - General Supplies	$ 2,038.00
Other		
5-1293-441-00-340-013-6-534	CPS/HAZARDS - Internet	$ 2,700.00
5-1293-441-00-340-013-6-584	CPS/HAZARDS - Registration	$ 1,800.00
5-1293-441-00-340-013-6-780	CPS/HAZARDS - Capital Leases	$ 5,388.00
5-1293-441-00-340-013-6-626	CPS/HAZARDS - Gasoline / Diesel	$ 686.00
5-1293-441-00-340-013-6-532	CPS/HAZARDS - Wireless Devices	$ 3,360.00
5-1293-441-00-340-013-6-320	CPS/HAZARDS - Professional	$ 5,365.00
	TOTAL APPROPRIATION	$ 631,583.00
5-1293-331-12-340-013-6-000	CPS/HAZARDS - Revenue	$ 574,166.00
5-1293-391-01-000-100-6-000	Transfer In - General Fund **(DO NOT POST)**	$ 57,417.00
5-1100-491-01-000-293-6-891	Transfers Out - Health Grants **(DO NOT POST)**	$ 57,417.00
	TOTAL APPROPRIATION	$ 631,583.00

REASON: To appropriate the CPS/HAZARDS (PHEP) FY 16 grant award.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONER'S	DATE	ATTEST CO. CLERK

AI-50088 **Health & Human Services Dept.** **14. G.**

CC - REGULAR

Meeting Date: 06/23/2015

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 Tuberculosis State program for FY 16 in the amount of $605,561.00. This grant requires a twenty percent local match.

BACKGROUND

04/14/15 - AI-49101 - Approval of letter of intent to provide tuberculosis services.

Fiscal Impact

FISCAL YEAR: 2016 **ACCT. #:** 5-1293-441-00-340-008-6-XXX

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

BUDGETARY IMPACT:

TB State Grant Award = $605,561.00.
TB State Local Match = $121,112.00 (20%) (Reserved during budget process account #5-1100-491-01-000-293-6-891.

Attachments

Award Letter

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	06/12/2015 01:54 PM
Manuel Chapa	Manuel Chapa	06/19/2015 04:59 PM
Purchasing Department	Monica Badillo	06/19/2015 05:54 PM
Form Started By: Mike Escaname		Started On: 06/12/2015 01:24 PM
Final Approval Date: 06/19/2015		

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

KIRK S. COLE
INTERIM COMMISSIONER

June 11, 2015

Hidalgo County

RE: Contract Inter-local Application Process for Fiscal Year 2016:

Dear Mr. Olivarez,

The Texas Department of State Health Services, Tuberculosis (TB) Services Branch, is initiating the contract application process for fiscal year (FY) 2016. This letter is a reminder that the TB Services Branch requires each TB Program to submit a description of your organization, resources and capacity; and a detailed budget justification. This must be completed before any contract can be issued to your agency. This year's contracts will contain sixteen (16) performance measures that will be the same for all local health departments. Please review carefully the section of the application pertaining to performance measures. **We are currently providing a one-year allocation; however, it is the intent for the TB/State contact to be amended at a later date to extend to two years.**

The TB/State ILA is also being distributed at this time, along with the FY2016 budget allocation of 605,561 Contractor shall provide a match of no less than 20% of the DSHS share of the total budget which is $121,112. The due date for submission of the ILA's and Budget to DSHS is June 29, 2015. Please submit via email to Kathy Sharp at the email address noted below. The contract expenditures will be closely scrutinized and expenses not considered absolutely essential for delivery of direct client services may be eliminated or reduced.

In the event that the Texas Department of State Health Services (DSHS) is informed of state increases or decreases to funding amounts, or other unforeseen internal budgetary shortfalls, DSHS may find it necessary to amend funding allocations to its contractors.

If you have any questions or need additional information, please contact Kathy Sharp, Contract Manager, Disease Control and Prevention Services, Contract Management Unit at (512) 776-2640 or by e-mail at kathy.sharp@dshs.state.tx.us

Sincerely,

Kathy Sharp, Contract Manager
Division for Disease Control and Prevention Services
Contract Management Unit

Attachment

cc: Sandra A. Morris, M.P.H., Manager, Tuberculosis and Refugee Health Services Branch
Peggy Wittie, PhD, MAG, Manager, Tuberculosis and Hansen's Disease Group
Cynthia Lewis, Program Specialist, Tuberculosis and Refugee Health Services Branch

AI-50093 **Health & Human Services Dept.** **14. H.**

CC - REGULAR

Meeting Date: 06/23/2015

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 by County Auditor in the amount of $115,539.00. Funds are from the Health & Human Services Commission - Medicaid Administrative Claiming reimbursement.
2. Requesting approval to appropriate the MAC budget in the amount of $115,539.00.

BACKGROUND

MAC reimbursement is from quarter October through December 2014.

Fiscal Impact

FISCAL YEAR: 2015 **ACCT. #:** 5-1293-441-00-340-059-0-XXX

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

BUDGETARY IMPACT:

No local match.

Appropriation in the amount of $115,539.00

Revenue account: 5-1293-331-12-340-059-0-000 MAC – Revenue

Attachments

Appropriation

Doc

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	06/12/2015 04:52 PM
Manuel Chapa	Manuel Chapa	06/15/2015 11:10 AM
Purchasing Department	Monica Badillo	06/19/2015 05:54 PM
Form Started By: Mike Escaname		Started On: 06/12/2015 04:12 PM
Final Approval Date: 06/19/2015		

DATE: June 23, 2015

DEPARTMENT HEAD: Eduardo Olivarez, Chief Administrative Officer

DEPARTMENT NAME: Hidalgo County Health & Human Services Department

ACCOUNT NUMBER: 5-1293-441-00-340-059-0-XXX Medicaid Administrative Claiming

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

Honorable Commissioner's Court of Hidalgo County:

I would like to request the following amendments (increase) to my department budget in accordance with Local Government Code, Chapter 111, Subchapter C.

INCREASE OBJECT NUMBER(S)	ACCOUNT (OBJECT) NAME	AMOUNT -
Travel		
Equipment		
5-1293-441-00-340-059-0-751	MAC - Machinery & Equipment	$ 25,000.00
Supplies		
5-1293-441-00-340-059-0-610	MAC - General Supplies	$ 50,539.00
5-1293-441-00-340-059-0-660	MAC - Furnishings and Equipment - Controlled	$ 10,000.00
Other		
5-1293-441-00-340-059-0-339	MAC - Other Professional Services	$ 25,000.00
5-1293-441-00-340-059-0-340	MAC - Technical Services	$ 2,500.00
5-1293-441-00-340-059-0-430	MAC - Repair and Maintenance Services	$ 2,500.00
	TOTAL APPROPRIATION	$ 115,539.00
5-1293-331-12-340-059-0-000	MAC - Revenue	$ 115,539.00
	TOTAL APPROPRIATION	$ 115,539.00

REASON: To appropriate Medicaid Administrative Claiming funds (Quarter October through December 2014)

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONER'S (DATE ATTEST CO. CLERK

Payment Information

Tips:

- * Both the **Invoice Number** and **Invoice Description** fields display information provided by the paying agency. Contact the paying agency for additional information if needed.
  Paying Agency Contact List

Texas Identification Number	Mail Code	Payment Number	Payment Type	Paying Agency	Total
17460007176	060	4796351	DD	529	115539.00

Document Number	Invoice Number	Invoice Description	Invoice Amount	Interest Amount
9SA07766	PC1274C VOUCHERID:12264	MEDICAID ADMINISTRATIVE CLAIMS (MAC) OCTOBER - DECEMBER 2014	-140.90	0.00
9SA07766	PC1274C VOUCHERID:12264	MEDICAID ADMINISTRATIVE CLAIMS (MAC) OCTOBER - DECEMBER 2014	2,818.00	0.00
9SA07766	PC1274C VOUCHERID:12264	MEDICAID ADMINISTRATIVE CLAIMS (MAC) OCTOBER - DECEMBER 2014	-5,940.10	0.00
9SA07766	PC1274C VOUCHERID:12264	MEDICAID ADMINISTRATIVE CLAIMS (MAC) OCTOBER - DECEMBER 2014	118,802.00	0.00

05-05-2015
5-1293-126-20-000-013-0-000

AJE 5101 REC 10-12/14 MAC BILLG

Minerva Diaz 05/06/2015

AI-49954 **Health & Human Services Dept.** **14. J. 1.**

CC - REGULAR

Meeting Date: 06/23/2015

Submitted For: Dairen Sarmiento, HEALTH & HUMAN SERVICES DEPT.

Submitted By: Dairen Sarmiento, HEALTH & HUMAN SERVICES DEPT.

Department: HEALTH & HUMAN SERVICES DEPT.

Information

CAPTION

Discussion, consideration and approval of Memorandum of Agreement between Hidalgo County (Health and Human Services) and University of Texas Health Science Center at Houston.

BACKGROUND

The aim of this Agreement is to establish an agreement for the use of office space and for cooperative efforts between both institutions in the field of chronic care and diabetes management.

Fiscal Impact

FISCAL YEAR: **ACCT. #:**

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

BUDGETARY IMPACT:

The SPH-B Chronic Care Management program will result in no cost for the COUNTY.

The aim of this Agreement is to establish an agreement for the use of office space and for cooperative efforts between both institutions in the field of chronic care and diabetes management.

COUNTY will receive no reimbursement from SPH-B for any services provided. SPH-B
will receive no reimbursement from COUNTY for any services provided.

Attachments

MOA
legal

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	06/08/2015 05:12 PM
Manuel Chapa	Manuel Chapa	06/11/2015 02:51 PM
Purchasing Department	Monica Badillo	06/19/2015 05:54 PM

Form Started By: Dairen Sarmiento Started On: 06/01/2015 09:15 AM

Final Approval Date: 06/19/2015

MEMORANDUM OF AGREEMENT BETWEEN
HIDALGO COUNTY AND THE UNIVERSITY OF TEXAS
HEALTH SCIENCE CENTER AT HOUSTON-BROWNSVILLE CAMPUS

This Memorandum of Agreement is made (the Agreement) on this 2nd day of June 2015 by and between **HIDALGO COUNTY** by and through its Department of Health and Human Services, hereinafter referred to as "COUNTY", with administrative offices located at 1304 S 25th Avenue, Edinburg, TX 78542, and **UNIVERSITY OF TEXAS HEALTH SCIENCE CENTER AT HOUSTON** by and through its School of Public Health, (the Regional Academic Health Center in the Lower Rio Grande Valley) hereinafter referred to as "SPH-B", located at One West University Blvd., Brownsville, TX 78520.

The aim of this Agreement is to establish an agreement for the use of office space and for cooperative efforts between both institutions in the field of chronic care and diabetes management**.**

I.**PROVISION OF SERVICES**

The COUNTY coordinates directly for health services to patients with chronic diseases from Hidalgo County, and therefore has information about the characteristics of patients who made benefit from chronic disease management services for their diabetes. The faculty at SPH-B has developed a comprehensive program in chronic care management/diabetes management through the 1115 waiver.

Through this Agreement the parties shall develop a cooperative agreement to do the following:

The participation of SPH-B in this initiative shall consist of the following:

1. Evaluate if patients are eligible for inclusion in the chronic care management program. If the patients are eligible, they will receive a variety of motivational, educational, case

management, and referral services. These services benefit the patients by helping them reduce elevated HbA1c levels.

a. Provide HbA1C tests to determine participants' control of their diabetes.
b. Provide program services free of charge to help participants control the disease.

The Chronic Care Management program will benefit patients with educational resources to assist them in controlling their HbA1C levels.

The participation of COUNTY in this initiative shall consist of the following:

1. Provide office space for the Chronic Care Management team in one of their locations. [Schedule A]
2. Provide SPH-B information on the patients thought to have high Random Blood Sugar (RBS) or Diabetic Screening Test (DST) level. Informing the patient very briefly about SPH-B Chronic Care Management program and requesting their authorization to have the SPH-B staff provide further details. Thereafter, SPH-B outreach worker will explain to the individual the program and invite them to participate.
3. Provide SPH-B relevant medical information on the consenting patient, after the patient has released the access to his/her information by signing the program consent form.
4. HbA1C collection will be taken from the consenting patient by SPH-B upon explanation of program at a scheduled time and place (outside Hidalgo County Premises) between the consenting patient and the SPH-B.

The SPH-B Chronic Care Management program will result in no cost for the COUNTY. None will put the consenting patient at any unnecessary or undue risk.

II. **TERM OF AGREEMENT**

The term of this Agreement will begin on the June 23, 2015 and end on September 30, 2016.

III. **COMPENSATION**

COUNTY will receive no reimbursement from SPH-B for any services provided. SPH-B will receive no reimbursement from COUNTY for any services provided.

IV. **CONFIDENTIALITY**

This collaborative work requires the mutual sharing of certain information made confidential by the Texas Health and Safety Code §181, including, reports, records, and information relating to chronic care management/diabetes management of HbA1c. This information is disclosed by COUNTY only to assist SPH-B faculty with the Chronic Care Management Program; in compliance with statutory duties under 45 C.F.R. Part 160, 45 C.F.R. Part 164, and Chapter 181 of the Health and Safety Code.

COUNTY requires that any individual who will view or handle the confidential information to comply with this confidentiality agreement, complete the Texas Department of State Health Services on line security training accessed at: : https://tx.train.org. Therefore, COUNTY and SPH-B; agree that:

1. The confidential information shall be disclosed only for the purpose for which it was received.
2. The information shall be labeled as confidential.
3. The confidential information shall be kept securely.

4. The number of copies made of the confidential information or the notes taken from the confidential information that implicate the confidential nature of the information shall be controlled and all copies or notes that are not destroyed shall remain confidential and subject to the confidentiality agreement.

5. The confidential information shall not be re-disclosed to any other party or individual (other than the parties and individuals who have signed this agreement) for any purposes whatsoever.

V. **NOTICES**

All notices or other writing required under this Agreement shall be deemed to have made when sent by certified or registered mail, return receipt request, to the following address:

TO: SPH-B:

Joseph B. McCormick, MD
Regional Dean
UTH-SPH-B-Brownsville Campus
80 Fort Brown, SPH building
Brownsville, Texas 78520

TO: COUNTY

Hidalgo County Health Department
Attn: Mr. Eduardo Olivarez
1304 S 25th Avenue
Edinburg, Texas 78542

VI. **TERMINATION**

This Agreement may be terminated by either party by giving thirty (30) days written notice via certified mail, return receipt requested to the other party hereto of the intention to terminate.

VII. **LAW GOVERNING VENUE**

This Agreement shall be governed by and construed in accordance with the laws of the State of Texas, and, the obligations and undertaking of each of the parties to this Agreement shall be performed in Hidalgo County, Texas.

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

THE UNIVERSITY OF HEALTH SCIENCE CENTER AT HOUSTON on behalf of the School of Public Health-Brownsville

_____

Kevin Dillon

Date:_____

HIDALGO COUNTY, TEXAS

_____

Ramon Garcia, County Judge

Date: _____

ATTEST:

_____

Arturo Guajardo, Hidalgo County Clerk

Date:_____

Approved as to form:
Office of Criminal District Attorney, Ricardo Rodriguez, Jr.

By:_____Date:_____
Josephine Ramirez Solis, Assistant DA

SCHEDULE A

CLINIC LOCATION

Elsa Clinic
708 Edinburg Street
Elsa, Texas 78543

Pharr Clinic
300 W Hall Acres
Pharr, Texas 78577

Dairen Sarmiento

From: Josephine L. Ramirez <josephine.ramirez@da.co.hidalgo.tx.us>
Sent: Wednesday, May 27, 2015 4:58 PM
To: 'Eduardo Olivarez'
Cc: 'Victor Garza'; 'Mike Escaname'; 'Dairen Sarmiento'
Subject: RE: State DUA Draft Changes
Attachments: Hidalgo County & UTHSCHB MOA 2015 REVISED.docx; Hidalgo County UTHSCSA MOA 2015 REVISED.docx

Mr. Olivarez,

Here are the revised agreements attached for Commissioners Court next week which are approved as to form. This includes both San Antonio and Houston agreements.

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: Eduardo Olivarez [mailto:eddie.olivarez@hchd.org]
Sent: Wednesday, May 27, 2015 12:58 PM
To: 'Josephine L. Ramirez'
Cc: Victor Garza; Mike Escaname
Subject: State DUA Draft Changes

Josie / Victor

This is the Draft Copy of the State's DUA. The Texas Association of City, County Health Officials is planning to coordinate a conference call with the State to review and finalize the DUA. I will forward the date and time the call will take place, you are welcome to take part.

Thanks
Eddie Olivarez

AI-50084 **Urban County** **15. A.**

CC - REGULAR

Meeting Date: 06/23/2015

Submitted For: Diana Serna, URBAN COUNTY **Submitted By:** Sandra Regalado, URBAN COUNTY

Department: URBAN COUNTY

Information

CAPTION

Resolution authorizing renewal of a Revolving Line of Credit with Lone Star National Bank of Mcallen for the Urban County Program with authority for UCP to draw from such line of credit.

BACKGROUND

Urban County Program is requesting approval to enter into a $ 500,000 Line of Credit with Lone Star National Bank. The Purpose of the Line of Credit is to help finance the costs of construction and general administration expenses prior to reimbursement from the Texas Department of Housing and Community Affairs, Texas Department of Agriculture and/or Texas General Land Office.

Fiscal Impact

Attachments

Resolution

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	06/16/2015 03:25 PM
Purchasing Department	Monica Badillo	06/19/2015 05:54 PM

Form Started By: Sandra Regalado Started On: 06/12/2015 11:14 AM

Final Approval Date: 06/19/2015

RESOLUTION RENEWING A LINE OF CREDIT

WHEREAS, Hidalgo County Urban County Program has been awarded grants from the Texas Department of Housing and Community Affairs (TDHCA), Texas Department of Agriculture (TDA), and from the Texas General Land Office (GLO);

WHEREAS, there is a need to renew an existing line of credit in the amount of $500,000.00 for the purposes related to the administration and on-going business of these programs; and

WHEREAS, any amounts obtained from the line of credit will be re-paid directly from the corresponding TDHCA, TDA or GLO programs.

THEREFORE, BE IT RESOLVED by the Commissioners' Court of Hidalgo County that the Urban County Program is authorized to renew a Line of Credit with the Lone Star National Bank of McAllen, Texas in the amount of $500,000.00 with authority for UCP to draw from such line of credit at an interest rate so specified in the County's depository contract with Lone Star National Bank of McAllen, Texas.

Signed the _____day of _____, 2015

_____

County Judge

Attest:

_____

County Clerk

AI-50112 **Urban County** **15. B.**

CC - REGULAR

Meeting Date: 06/23/2015

Submitted For: Diana Serna, URBAN COUNTY

Submitted By: Sandra Regalado, URBAN COUNTY

Department: URBAN COUNTY

Information

CAPTION

The County of Hidalgo Urban County Program (UCP) is disclosing that Francisca Rangel, who has applied for Owner Occupied Rehabilitation Housing Assistance, is related to Guadalupe V. Garcia, A UCP Program Coordinator.

BACKGROUND

As per 24 CFR 92.356(d)(1), the UCP must publicly disclose that Francisca Rangel is related to Guadalupe V. Garcia, Program Coordinator. While applying under the Owner Occupied Housing Program, Mrs. Rangel advised the UCP Rehabilitation Assistant that she is related to Guadalupe V. Garcia. In compliance with 24 CFR 92.356(d)(2), the UCP requested and received a legal opinion from Mr. Steve Crain, County Attorney. The legal opinion received stated that the approval of the application for Mrs. Rangel would not violate Texas State or Local laws. As a result, the UCP must publicly disclose the above mentioned case before it can request an exception from the U.S. Department of Housing and Urban Development.

Fiscal Impact

Attachments

Conflict of Interest

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	06/16/2015 03:25 PM
Purchasing Department	Monica Badillo	06/19/2015 05:54 PM

Form Started By: Sandra Regalado Started On: 06/15/2015 04:30 PM

Final Approval Date: 06/19/2015

3. Participating jurisdictions, contractors, subcontractors, and other participants must comply with regulations issued under these acts and with other Federal laws and regulations pertaining to labor standards and HUD Handbook 1344.1 (Federal Labor Standards Compliance in Housing and Community Development Programs), as applicable. Participating jurisdictions must require certification as to compliance with the provisions of this section before making any payment under such contract.

b. *Volunteers*. The prevailing wage provisions of paragraph (a) of this section do not apply to an individual who receives no compensation or is paid expenses, reasonable benefits, or a nominal fee to perform the services for which the individual volunteered and who is not otherwise employed at any time in the construction work. See 24 CFR part 70.

c. *Sweat equity*. The prevailing wage provisions of paragraph (a) of this section do not apply to members of an eligible family who provide labor in exchange for acquisition of a property for homeownership or provide labor in lieu of, or as a supplement to, rent payments.

§ 92.355 Lead-based paint

Housing assisted with HOME funds is subject to the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4821-4846), the Residential Lead-Based Paint Hazard Reduction Act of 1992 (42 U.S.C. 4851-4856), and implementing regulations at part 35, subparts A, B, J, K, M and R of this title.

[64 FR 50224, Sept. 15, 1999]

§ 92.356 Conflict of Interest

a. *Applicability*. In the procurement of property and services by participating jurisdictions, State recipients, and subrecipients, the conflict of interest provisions in 24 CFR 85.36 and 24 CFR 84.42, respectively, apply. In all cases not governed by 24 CFR 85.36 and 24 CFR 84.42, the provisions of this section apply.

b. *Conflicts prohibited*. No persons described in paragraph (c) of this section who exercise or have exercised any functions or responsibilities with respect to activities assisted with HOME funds or who are in a position to participate in a decisionmaking process or gain inside information with regard to these activities, may obtain a financial interest or benefit from a HOME-assisted activity, or have an interest in any contract, subcontract or agreement with respect thereto, or the proceeds thereunder, either for themselves or those with whom they have family or business ties, during their tenure or for one year thereafter.

c. *Persons covered*. The conflict of interest provisions of paragraph (b) of this section apply to any person who is an employee, agent, consultant, officer, or elected official or appointed official of the participating jurisdiction, State recipient, or subrecipient which are receiving HOME funds.

d. *Exceptions: Threshold requirements*. Upon the written request of the participating jurisdiction, HUD may grant an exception to the provisions of paragraph (b) of this

section on a case-by-case basis when it determines that the exception will serve to further the purposes of the HOME Investment Partnerships Program and the effective and efficient administration of the participating jurisdiction's program or project. An exception may be considered only after the participating jurisdiction has provided the following:

1. A disclosure of the nature of the conflict, accompanied by an assurance that there has been public disclosure of the conflict and a description of how the public disclosure was made; and

2. An opinion of the participating jurisdiction's or State recipient's attorney that the interest for which the exception is sought would not violate State or local law.

e. *Factors to be considered for exceptions.* In determining whether to grant a requested exception after the participating jurisdiction has satisfactorily met the requirements of paragraph (d) of this section, HUD will consider the cumulative effect of the following factors, where applicable:

1. Whether the exception would provide a significant cost benefit or an essential degree of expertise to the program or project which would otherwise not be available;

2. Whether the person affected is a member of a group or class of low-income persons intended to be the beneficiaries of the assisted activity, and the exception will permit such person to receive generally the same interests or benefits as are being made available or provided to the group or class;

3. Whether the affected person has withdrawn from his or her functions or responsibilities, or the decisionmaking process with respect to the specific assisted activity in question;

4. Whether the interest or benefit was present before the affected person was in a position as described in paragraph (c) of this section;

5. Whether undue hardship will result either to the participating jurisdiction or the person affected when weighed against the public interest served by avoiding the prohibited conflict; and

6. Any other relevant considerations.

f. *Owners and Developers.*

1. No owner, developer or sponsor of a project assisted with HOME funds (or officer, employee, agent or consultant of the owner, developer or sponsor) whether private, for profit or non-profit (including a community housing development organization (CHDO) when acting as an owner, developer or sponsor) may occupy a HOME-assisted affordable housing unit in a project. This provision does not apply to an individual who receives HOME funds to acquire or rehabilitate his or her principal residence or to an employee or agent of the owner or developer of a rental housing project who occupies a housing unit as the project manager or maintenance worker.

Conflict of Interest Affidavit
Countywide

Instructions: Please check below if you are related to any of the individuals listed.

County Officials:

[ ] Ramon Garcia, Hidalgo County Judge
[ ] A. C. Cuellar Jr., Commissioner - Pct. 1
[ ] Hector "Tito" Palacios, Commissioner - Pct. 2
[ ] Joe Flores, Commissioner - Pct. 3
[ ] Joseph Palacios, Commissioner - Pct. 4
[ ] _____, Pct.

Urban County Program Staff:

[ ] Diana R. Serna, Director [ ] Other: Guadalupe V. Garza
[ ] Antonio Barco, Deputy Director
[ ] Steve De La Garza, Compliance Division Manager

Please check the appropriate box below. If you are related to any of the listed above, please state how the individual is related to you, if he/she is providing you with any assistance, and if he/she has any interest on your property.

[ ] **I am not** related to any of the listed elected officials or staff members.

[X] **I am** related to the elected official or staff member so designated.

Francisca Ramos
Signature Date

_____
Signature Date

STATE OF TEXAS
COUNTY OF HIDALGO

Francisca Ramos, personally appeared before me and declared that he/she signed this affidavit in the capacity designated, if any, and further states that he/she has read the above document and the statements therein contained are true.

Solely described and sworn before me this 5th Day of December, 2014

NOTARY PUBLIC STATE OF TEXAS
Irene Montoya
My Commission Expires
07/26/2017

_____
Notary Public, State of Texas

FORM-UCR 03-6B

AFFIDAVIT

STATE OF TEXAS §

COUNTY OF HIDALGO §

I, Guadalupe Garcia, certify that my mother, Francisca Rangel, have applied for housing rehabilitation services with the County of Hidalgo Urban County Program (UCP), where I am employed as the Program Coordinator II. As such, I also certify that I have no interest in her property and will abstain from any participation in connection with this matter.

I understand that the UCP Owner-Occupied Rehabilitation Program is federally funded by the US Department of Housing and Urban Development. Furthermore, I certify, that all information provided to the UCP staff is true and correct and that ***any false information given may result in the termination of Mrs. Francisca Rangel Owner-Occupied Rehabilitation Contract including re-payment in full*** of the funds granted for the rehabilitation of the home at Lot 11, 12 and 13, Block 21, Colonia Juarez #2-A, addition to the City of Edcouch, Hidalgo County, Texas.

WARNING: SECTION 1001 OF TITLE 18, UNITED STATES CODE PROVIDES: "WHOEVER, IN ANY MATTER WITHIN THE JURISDICTION OF ANY DEPARTMENT OR AGENCY OF THE UNITED STATES KNOWINGLY AND WILLFULLY FALSIFIES, CONCEALS OR COVERS UP. A MATERIAL FACE, OR MAKES ANY FALSE, FICTITIOUS OR FRAUDULENT STATEMENTS OR REPRESENTATIONS, OR MAKES OR USES ANY FALSE WRITING OR DOCUMENT KNOWING THE SAME TO CONTAIN ANY FALSE, FICTITIOUS OR FRAUDULENT STATEMENT OR ENTRY, SHALL BE FINED NOT MORE THAN $250,000 OR IMPRISONED NOT MORE THAN 5 YEARS, OR BOTH."

CERTIFICATION: I/We certify that the information provided to Urban County Program staff is true and correct and acknowledge my/our understanding that any intentional or negligent misrepresentation(s) of the information submitted to Urban County Program may result in civil liability and/or criminal penalties including, but not limited to, fine or imprisonment or both under the provisions of Title 18, United States Code, Section 1001, et seq. and liability for monetary damages to Urban County Program staff, its agents, successors and assigns, insurers and any other person who may suffer any loss due to reliance upon any misrepresentation which I/we have made on this agreement and Contract.

Guadalupe V. Garcia

Guadalupe V. Garcia

5-5-2015

Date

This instrument was acknowledged before me on the 5th day of May, 2015 by Guadalupe Garcia.

Irene Montoya
My Commission Expires
07/26/2017

Notary Public, State of Texas

Irene Montoya

Notary's Name (Printed)

7-26-15

Notary's Commission Expires

ATLAS, HALL & RODRIGUEZ, LLP
ATTORNEYS AT LAW
P.O. BOX 3725 (78502-3725)
818 W. PECAN BLVD. (78501-2418)
McALLEN, TEXAS
TEL. (956) 682-5501 FAX (956) 686-6109
ATLASHALL.COM

scrain@atlashall.com
(956) 632-8221 Direct Line

April 30, 2015

Hidalgo County Urban County Program
Attn: Diana R. Serna, Director
1916 Tesoro Blvd.
Pharr, Texas 78577

Via Email
& United States Regular Mail

RE: Request by Hidalgo County's Urban County Program for Exception to Conflict of Interest Regulation, 24 C.F.R. § 92.356 re: Ms. Francisca Rangel

Ladies and Gentlemen:

This opinion is being rendered pursuant to 24 C.F.R. § 92.356(d)(2) and at the request of the Hidalgo County Urban County Program ("UCP") relating to its request of the Department of Housing and Urban Development of the United States to grant UCP an exception to the provisions of paragraph (b) of 24 C.F.R. §92.356 for the application of Ms. Francisca Rangel. According to the information you provided Ms. Francisca Rangel is applying for a loan through the Owner-Occupied Rehabilitation Program. Further, you have informed this firm that the home to be rehabilitated for Ms. Francisca Rangel is located within the City of Edcouch, Texas. Your office also stated that Ms. Francisca Rangel is the mother of Ms. Guadalupe V. Garcia, a Program Coordinator employed by UCP in the CDBG division of UCP who has no involvement with the HOME Program of UCP.

In connection with the foregoing we have reviewed the Chapter 171 and 176 of the Texas Local Government Code, copies of the conflict of interest provisions of the HOME Program Conflict of Interest policy, and the Owner-Occupied Rehabilitation Program policy, have verified with Mr. Valde Guerra, Chief Executive Officer of Hidalgo County, that Hidalgo County has no conflict of interest policies other than Chapters 171 and 176 of the Texas Local Government Code and have examined written correspondence from your office and such other instruments and documents which we have deemed necessary or advisable to examine for the purpose of this opinion. With respect to such examination, we have assumed that the statements of fact made by UCP in all such documents and instruments are true, accurate and complete.

Based on the foregoing, and having due regard for such legal considerations as we deem relevant, and subject to the limitations and assumptions set forth herein, including without limitation the matters set forth in the last two (2) paragraphs hereof, we are of the opinion that:

1. To the best of our knowledge, the approval of the application of Ms. Francisca Rangel, for a Owner-Occupied Rehabilitation loan would not violate Texas state or local laws.

In rendering the opinion, we have assumed (i) the due authorization, execution and delivery by all parties of all documents that we have examined, (ii) the genuineness of all signatures on conformed copies, (iv) the legal capacity of natural persons, (v) the conformity to authentic original documents of all documents submitted to us as copies, (vi) the enforceability of all documents against all parties thereto other than the County and (vi) the validating of all information furnished to us by UCP.

The opinions expressed herein are subject to the following limitations, qualifications, assumptions and exceptions.

We are furnishing this letter solely for your benefit at your request. This opinion is not to be used, circulated, quoted or otherwise referred to for any other purpose, nor is it to be relied upon by any other person or entity or by you in any other context without our express written consent.

This opinion is based on and is limited to the laws of the State of Texas, and the federal laws of the United States of America. Insofar as the foregoing opinion relates to matters of law other than the foregoing, no opinion is hereby given.

This opinion is as of the date hereof, and we undertake no obligation to supplement the opinions set forth herein as facts and circumstances come to our attention or changes in the law occur which could affect such opinions.

Very truly yours,

Atlas Hall & Rodriguez LLP

ATLAS, HALL & RODRIGUEZ, LLP

AI-50059 **Urban County** **15. C.**

CC - REGULAR

Meeting Date: 06/23/2015

Submitted For: Diana Serna, URBAN COUNTY **Submitted By:** Sandra Regalado, URBAN COUNTY

Department: URBAN COUNTY

Information

CAPTION

Requesting approval of Year 28 (2015) Urban County Program Interlocal Agreements with (16) participating cities and authorization for Hidalgo County Judge Ramon Garcia to sign any and all agreements.

BACKGROUND

In order to ensure the proper expenditures of CDBG funds, as outlined in 24 CFR Part 570 and other related federal rules and regulations as they apply, an Interlocal Agreement must be formally executed on an annual basis between the County of Hidalgo and each member of the Urban County Program participating cities. Interlocal Agreements will be executed with the following cities:

Alamo	Elsa	La Villa	Progreso
Alton	Granjeno	Mercedes	San Juan
Donna	Hidalgo	Palmview	Sullivan City
Edcouch	La Joya	Peñitas	Weslaco

Note: Interlocal Agreements will be submitted for County Judge's signature upon receipt of agreement from cities.

Fiscal Impact

Attachments

Interlocal Agreement

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	06/16/2015 11:38 AM
Purchasing Department	Monica Badillo	06/19/2015 05:54 PM

Form Started By: Sandra Regalado Started On: 06/09/2015 09:04 AM

Final Approval Date: 06/19/2015

INTERLOCAL AGREEMENT

STATE OF TEXAS §
§
COUNTY OF HIDALGO §

This Interlocal Agreement, made and entered into by and between the County of Hidalgo, a political subdivision of the State of Texas, hereafter referred to as the "County" and the _____, a municipal corporation under the laws of the State of Texas, hereafter referred to as "City".

WITNESSETH

WHEREAS, the Department of Housing and Urban Development made a Determination of Essential Powers on November 16, 1987 which depicts Hidalgo County as having the "essential powers" to carry out community renewal and lower income housing assistance in the County, and

WHEREAS, the Department of Housing and Urban Development formally allocated **$7,313,254.00** of Fiscal Year **2015** Community Development Block Grant (CDBG) Funds under Grant No. **B-15-UC-48-0501** to County, and

WHEREAS, the City and County have entered into a Cooperation Agreement which allows the County to use the City's population as the basis for qualification as an Urban County, and

WHEREAS, both the County and the City need to set out basic administrative understandings for the proper expenditure of CDBG funds as set out in 24 CFR.570 and other related federal rules and regulations as they apply to Subrecipients.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS: That the County and the City do mutually agree as follows:

SECTION I
Rules and Regulations

The City agrees to cooperate with the County in respect to the implementation of CDBG activities to be carried out in the City's jurisdiction as per 24 CFR 570 and other rules, regulations and decisions as may be made by the Department of Housing and Urban Development or any other federal or state agency that may legally exercise its jurisdiction over expenditures of CDBG funds. Both City and County agree and understand that the County is the grantee for the CDBG funds and the City is subject to all rules and regulations governing Subrecipients under 24 CFR 570.

SECTION II
Applicability of Uniform Administrative Requirements

The County understands that it is responsible for the maintenance, retention, accessibility and public disclosure of all records, expenditures and files as may be promulgated for the administration of CDBG funds and as may be required by 24 CFR 570 and the "Uniform Administrative Requirements for Grants and Cooperative Agreements to State, Local, and Federally Recognized Indian Tribal Governments." (24 CFR Part 85) or any variation as may be approved by HUD The City agrees to work with the County to make available all data, information and records as may be necessary for the proper accounting of all CDBG expenditures and activities. A description of City and County responsibilities can be found in Exhibit B Matrix. City agrees to make all records available to the County and shall not be the custodian of any official records or information.

City agrees to comply with OMB Circular No. A-87, "Principles for Determining Costs Applicable to Grants and Contracts with State, Local and Federally Recognized Indian Tribal Governments,: OMB Circular A-133, "Audits of State and Local Governments" (implemented at 24 CFR Part 44) and with the following sections of 24 CFR Part 85 "Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Government":

(1) Section 85.3, "Definitions";
(2) Section 85.6, "Exceptions";
(3) Section 85.12, Special grant or subgrant conditions for "high-risk "grantees";
(4) Section 85.20, "Standards for financial management systems," except paragraph (a);
(5) Section 85.21, "Payment," except as modified by SS570.513;
(6) Section 85.22, "Allowable costs";
(7) Section 85.26, "Non-federal audits"
(8) Section 85.32, "Equipment," except in all cases in which the equipment is sold, the proceeds shall be program income;
(9) Section 85.33, "Supplies";
(10) Section 85.34, "Copyrights";
(11) Section 85.35, "Subawards to debarred and suspended parties";
(12) Section 85.36, "Procurement," except paragraph (a);
(13) Section 85.37, "Subgrants";
(14) Section 85.40, "Monitoring and reporting program performance," except paragraphs (b)-(d) and (f);
(15) Section 85.41, "Financial Reporting." except paragraphs (a), (b), and (e);
(16) Section 85.42, "Retention and access requirements for records";
(17) Section 85.43, "Enforcement";
(18) Section 85.44, "Termination for convenience";
(19) Section 85.51, "Later disallowances and adjustments"; and
(20) Section 85.52, "Collection of amounts due."

Not withstanding the requirements of OMB Circular A-133; the City agrees to submit a yearly Certified City Financial Audit regardless of the dollar amount expended in that fiscal year in the time and manner prescribed by the County.

SECTION III
Other Program Requirements

The City agrees to comply with "Other Program Requirements" as listed in Exhibit D (24 CFR 570.600-611) except for the environmental responsibilities outlined at 24 CFR 570.604 and the review process under Executive Order 12372.

SECTION IV
Allocation

The City understands that the Urban County allocation has been set at **$7,313,254.00** for **Fiscal Year 2015** and that City's allotment has been set at **$ _____** The City agrees to cooperate with the county in the expenditure of these funds for the activities so described in Exhibit A of this Agreement ant that Exhibit A is an integral part of this Agreement.

The City further agrees to inform the County on any changes in scope, funding or location of the activities listed on Exhibit A prior to executing any change. Any changes proposed by City must be approved by the County in reference to eligibility, program compliance and citizen participation requirements.

City and County mutually agree that the City shall have four (4) fiscal years to properly expend or cause to be expended, according to all applicable rules and regulations, all funds allocated to it in **Fiscal Year 2015**. In consideration for the same, the City agrees not to have more than 1.5 times its annual allocation in its line of credit by **April 30, 2016** Funds in excess of the 1.5 standards shall be subject to the Recapture Policy of the Urban County Program. The County shall recapture any and all unobligated funds that a City fails to expend or obligate by **June 30, 2016** and shall expend such unobligated funds as it may deem appropriate.

SECTION V
Access

The City and County both agree to give the Department of Housing and Urban Development, the Inspector General, the Comptroller General of the United States, or any of its authorized representatives, access to and the right to examine, excerpt and transcribe all books, accounts, records, reports, files and other papers, things, or property belonging to or in use by the City or County for a period as such records are legally required to be maintained by the City or County.

SECTION VI
Monitoring

The County reserves the right to carry out regular and periodic field inspections to ensure compliance with the requirements of this Agreement. City shall attend a compliance seminar after the award of funds and prior to the first draw. After each monitoring visit, County shall provide City with a written report of the monitor's inspection. If the monitoring report finds deficiencies in City's performance under the terms of this Agreement, the monitoring report shall include requirements for the timely correction of such deficiencies by City. Failure by City to take action as specified in the monitoring report may be cause for suspension or termination of this Agreement, as provided in Section XIV of this Agreement.

SECTION VII
Conflict of Interest

In compliance with 24 CFR 611, the City and County both covenant that no member of their respective governing bodies nor any staff member who exercises influence on the decision making process, presently has or will have any interest, direct or indirect, with any person, corporation**,** company or association that is hired to carry out any of the activities so listed on Exhibit A or will receive federal assistance from any activity.

The City and County both agree that no person who is an elected official, employee, consultant, or agent of the City or County shall gain any interest in any corporation, company, or association that is hired to carry out any of the activities so listed in Exhibit A during their tenure or for a period of one year thereafter.

No City or County employee, elected official, consultant and/or agent shall solicit nor accept gratuities, favors, or anything of monetary value from any person, corporation, company, or association that has been hired or expects to be hired to perform any of the activities so described on Exhibit A.

Code of Conduct Certification attached to this agreement must be signed by elected officials, employees, consultants, or agents to the City. (See attachment A-1)

SECTION VIII
Religious Activities

The City and County both agree that none of the funds expended or activities undertaken shall be used in support of any sectarian or religious activity, nor shall any building or structure funded under this program be used for sectarian or religious activities.

SECTION IX
Real and Property Assets

The City and County agree that any property, real or personal, duly acquired with CDBG funds allocated to City shall become property of the City and shall be afforded the same maintenance and protection as other City property. City and County further agree that any real or personal property acquired shall be done in accordance with 24 CFR 570.606, 24 CFR 85 and/or any other federal rules or regulations as may apply.

City agrees not to purchase any real or personal assets unless so permitted by the County and such procurement shall be done in accordance with 24 CFR 570.606, 24 CFR 85 and/or any other federal rules or regulations as may apply.

The City agrees to maintain any real or personal asset in a prudent manner so as to ensure its useful life and to protect the federal government's interest in such real or personal asset from the perils of fire, storm, flood or theft through insurance coverage in the amount as may be deemed prudent by County. Failure to secure such protection shall be cause for termination of this agreement.

Any asset acquired or improved in part or in whole with CDBG funds must be used in an activity that is eligible and meets one of the national objectives listed in 24 CFR 570.208. Any asset acquired or improved in part or in whole with CDBG funds in excess of $ 25,000 must be used for the CDBG activity so planned including the beneficiaries of such use. Any change in use or

beneficiaries must be subject to the citizen participation requirements and approved by the County.

Should any use of an asset not qualify as meeting one of the national objectives or is not an eligible use under 24 CFR 570.200, the City shall reimburse the County the amount of the current fair market value of the asset less any portion thereof attributable to expenditures of non-CDBG funds in the acquisition or improvement of the asset.

The above requirements attributed to assets over $25,000 shall remain in force for a period of five years after the final closeout of the County's participation in the Urban County Program. The disposition of any asset improved or acquired in part or in whole with CDBG funds by the City must be done with prior approval of the County and the County shall be reimbursed for the asset, if sold, in the full amount of the disposed value of the asset. The County may, at its option, request that such asset be transferred to the County if the asset is no longer being used to meet one of the national objectives or in any case where the City no longer uses the asset for its intended use.

SECTION X
Jurisdiction

The City and County agree to accept the jurisdiction of the Department of Housing and Urban Development in matters relating to the proper administration of programs and the proper expenditure of CDBG funds.

The City and County agree that the County is responsible for the proper administration of programs and the proper expenditure of CDBG funds and recognize that the County will be responsible for audit or programmatic findings or exceptions made by the HUD or any other agency that may exercise jurisdiction over HUD or any other agency that may exercise jurisdiction over HUD funds or programs.

In cases of an audit finding or exception based on action or inaction, representation or misrepresentation of the City, the City agrees to resolve such audit finding or exception for and on behalf of the County. Remedial actions that may be taken for the resolution of an audit finding or exception are defined in 24 CFR 570.910 and include the withholding of funds to the City for any outstanding finding(s) or exception(s). (See Exhibit-E)

The City understands and agrees this Interlocal Agreement shall remain in full force and effect until the Department of Housing and Urban Development has closed this Program Year **(B-15-UC-48-0501)** and accepted any resolutions to any and all audit or programmatic finding(s) or concern(s).

SECTION XI
Payment Requests and Program Income

The City agrees to follow administrative directions from the County in the areas of documenting and processing payment requests. The City further agrees to allow the County to make all payments and to account for all program income from any of its CDBG activities that may generate program income as outlined in this Section.

The City and County agree that program income generated from any approved CDBG project shall be retained by the City as long as such City provides the County by the 15th of each month, an accounting as may be required by the County of program income earned, retained, and

expended by the City. The City shall be allowed to use the program income for the same or similar activities as generated the program income. Failure of the City to report program income as required shall cause the County to require all program income to be recovered by the County.

SECTION XII
Section 108 Loan Guarantee

County and City both agree that they may implement certain eligible activities as outlined in 24 CFR 570.703 with loan funds from the Section 108 Loan Guarantee Program as described in 24 CFR 570.700-709 approved and adopted November 6, 1991 (Vol. 56, No. 215 Federal Register).

The County and City will be allowed to submit an application for such funds per funding year in an amount less than three times its current allocation. Should the City or County submit more than one application during any combination of years, the cumulative amount of loan funds requested shall not exceed the total amount of five years of the current allocation. The City agrees that it will bear the full expense of obtaining Section 108 financing for the period of the repayment of Section 108 funds.

The County and City agree that they will maintain a legal binding relationship with each other under the terms of this Agreement and all previously signed Cooperation Agreement if the City wishes to participate in the Section 108 Loan Guarantee Program for the full term of the Section 108 Loan Agreement. The City agrees to pledge its current and future CDBG allocation and other security consideration as may be required, depending on the project risk, as security for the Section 108 Loan and such security pledge shall not bind or affect other cities' allocation in the Urban County Program.

Such legal binding relationship and security pledge shall remain in full force and effect for the full term of the Section 108 Loan Guarantee agreement and this agreement shall survive for the term of the Section 108 Loan. Details of any current Section 108 loan are included herein as Exhibit C, if applicable.

SECTION XIII
Legal Action

The City agrees to notify the County when a problem arises that may lead to any legal action or claim against the City and/or County. The City agrees to furnish to the County any information with respect to such action or claim. The City agrees not to take any action with respect to any legal matter or claim sought against the City and/or County without advice and consent of the County.

SECTION XIV
Suspension and Termination

City understands that this agreement may be suspended or terminated in accordance with 24 CFR 85.43 if the City materially fails to comply with the provisions of this agreement or the provisions so listed on Exhibits A through E. Termination for convenience may be implemented in accordance to the provisions listed in 24 CFR 85.44.

SECTION XV
Changes or Amendments

The City agrees to notify the County on any changes or amendments that it may desire or need to carry out the CDBG program in its area. All changes or amendments must first obtain approval from the County prior to implementation. All changes or amendments must conform to all federal rules and regulations applicable to the CDBG program.

SECTION XVI
Essential Powers

The City agrees that the County has the essential powers to implement any aspect of those activities identified in the 2013 – 2017 Five-Year Consolidated Plan & Strategy inclusive of specific projects identified in the annual One-Year Action Plan and subsequent amendments. The City further agrees to allow the County the authority to initiate, undertake and implement said projects within its jurisdictional boundaries without further notice to City by County for all projects identified in the 2013 – 2017 Five-Year Consolidated Plan & Strategy, Annual Action Plan and subsequent amendments to the Plans herein incorporated by reference.

Approved and signed this ____ Day of _____, 2015.

ATTEST:

Arturo Guajardo, Jr.	**Ramon Garcia,**
County Clerk	**Hidalgo County Judge**

ATTEST:

City Secretary	**Mayor**

Date

Approved as to form
By:Stephen L. Crain
Date: June 5, 2015

The following Exhibits are incorporated into the 2015 Interlocal Agreement:

Exhibit A	2015 Proposed Activities
Exhibit A-1	Code of Conduct Enforcement
Exhibit B	Urban County Program Matrix
Exhibit C	Section 108 Loan Guarantee Program
Exhibit D	CDBG Regulations and other Program Requirements
Exhibit E	Audit Finding or Exceptions

Exhibit A
2015 Proposed Activities

(2015 Narrative)

Exhibit A-1
Code of Conduct Certifications

CODE OF CONDUCT

No employee, officer or agent of the ***County of Hidalgo-Urban County Program, sub-grantee or subrecipient*** shall participate in selection or in the award or administration of a contract or conduct business with a vendor if a conflict of interest, real or apparent, would be involved. Such a conflict would arise when:

A. ***the employee, officer or any agent***
B. ***any member of his immediate family***
C. ***his or her partner***
D. ***an organization which employs or is about to employ, any of the above, has a financial or other interest in the firm selected for award.***

The *Urban County Program's* ***, sub-grantee or subrecipient,*** *officers, employees or agents* shall neither solicit nor accept gratuities, favors or anything of monetary value from contractors, potential contractors, or parties to sub-agreements, or vendors or potential vendors. Depending on gravity, violation of this Code of Conduct could result in dismissal, probation or suspension of officers, employees or agents involved or termination of contractual agreements with subrecipients.

Non-disclosure Policy No disclosure of verbal or written price quotations shall be made by any *Urban County Program* employee, sub-grantee or subrecipient. Violation of the nondisclosure policy shall be subject to disciplinary action as provided by the *County of Hidalgo* or termination of contractual agreements when a subrecipient/sub-grantee employee is involved.

Personal Interest No member of the *Hidalgo County Commissioners or any officer or employee of the Urban County Program****, sub-grantee or subrecipient*** shall have a financial interest, direct or indirect, or by reason of ownership of stock in any corporation, in any contract or in the sale to the *Urban County Program****, sub-grantee or subrecipient*** or to a contractor supplying the *Urban County Program****, sub-grantee or subrecipient*** of any land or rights or interest in any land, material, supplies, or services, or in any matter in which he acts for the *Urban County Program*. Any willful violation of this section shall constitute malfeasance in office, and any officer or employee of the *Urban County Program****, sub-grantee or subrecipient*** found guilty shall thereby forfeit his or her office. Any violation of this section with the knowledge, express or implied, of the person or corporation contracting with the *Urban County Program****, sub-grantee or subrecipient*** shall render the contract voidable by the *Urban County Director or the board of Commissioners.*

Employee, Officer, or Agent Acknowledgment	***Print or Type Name and Position/Title***
Entity/Organization Name	***Date***

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Employee, Officer, or Agent Acknowledgment	***Print or Type Name and Position/Title***
Entity/Organization Name	***Date***

Exhibit B
Urban County Matrix

Pre-Bid Activities

Development of Annual Workplan

This activity is a city responsibility with the county involvement only as is necessary to assure that the individual activities meet one of the three national objectives.

Revisions or Amendments to Annual Workplan

Same as above (only two amendments allowed per fiscal year)

Eligibility Test on Activities

This is a county responsibility working with the cities to assure all activities meet one of the three national objectives. The County will assure that the 51 percent benefit to low and moderate income persons can be verified and that the activities are eligible for funding. The county may request an eligibility determination from HUD should a difference of opinion arise between the City and the County.

Public Hearings

This responsibility will be a shared responsibility between the Cities and the County. In accordance with the adopted Citizen Participation Plan, the Cities will conduct a public hearing in their respective Cities after public notice. The County will then have a second public hearing at the County level on the county-wide workplan, after public notice.

Environmental Assessment

This is a County responsibility with concurrence and assistance by the Cities. The County will determine what level of clearance is needed and will do noise, hazard, historical, floodplain, etc. assessments as may be needed with as much city input as possible. The County Judge will consider the "do nothing" alternative after consultation with the respective Mayors. The County Judge and or UCP Staff will direct all mitigation efforts if necessary. The County Judge will sign all environmental assessment reviews and findings. (A County Signatory may be appointed: UCP Director)

Advertise for Professional Services

This is a County responsibility whereby the County will advertise once a year for all professional services through a statement of qualifications process. The County will provide all data concerning proposed activities and type of services needed. This list will be sent to all Cities so that the Cities may decide on the professional services as they see the need for the services. Should a city need services not available from the list (UC-1 List) of Professional Services, the City shall advertise for the service after consulting with the Urban County Program staff.

Selection of Professional Services Provider

This is a City and County shared responsibility, based on the Texas Local Government code and other applicable laws and regulations. County will make sure that the provider is not a contractor's debarred list by consulting with the System for Award Management (SAM) website (www.sam.gov), prior to recommendation for awarding a contractor to Hidalgo County Commissioner's Court.

Execute Professional Contracts

The City will negotiate the Professional Service Contract, and submit a Best and Final Offer (BAFO) along with Scope of Services, Project Cost Estimate, Certificate of Debarment, CIQ Form and IRS W-9 Form. The County will prepare the Professional Contract Agreement documents and submit to Hidalgo County Commissioner's Court for approval of contract. Any modifications to the County contracts require prior approval of the County Legal Department. Once approved, the County will forward the contracts to the Professional Service Provider for proper signatures, they will return to the County for the County's execution and County will issue Notice to Proceed.

Review of Preliminary Drawings

This is a city responsibility.

Solicit Davis-Bacon Wage Rates

This is a County responsibility. The County will obtain wage rates from HUD for specific projects and will forward wage rates to the respective Cities and the Professional Service Provider to include in the bid specification packages.

Review and Approval of Final Plans and Specifications

This is a City responsibility where by the Mayor's signature will be required on all plans and specifications prior to bidding. Final plans should be forwarded to Urban County Program office prior to bid advertisement for compliance check.

Advertise for Construction Bid

This is a County responsibility. The County will advertise for all construction projects and will instruct bidders as to the availability of plans and specs, (to be picked up at Professional Service Provider's choice of location), and will advise bidders as to who will accept bids. (Hidalgo County Purchasing Department – any given Wednesday at 9:30am)

Pre-Bid Conference

This is a County responsibility. County will conduct a pre-bid conference if necessary at the Urban County program Conference Room, accompanied by the Professional Service Provider and the project's respective City.

Bid Activities

Ten Day Wage Rate Check

This is a County responsibility. Ten days prior to any bid opening, the County will ascertain as to the applicability of the wage rate in the bid documents. Should the wage rate change all appropriate engineers will be notified and instructed to change wage rates.

Accept Construction Bids

This is a County Purchasing Department responsibility. The Hidalgo County Purchasing Department will accept bids as per the conditions set forth in the specification handbook.

Accept and Tabulate Bids

This is a County Purchasing Department responsibility with an Urban County, City, and Professional Service Provider representative at bid opening. The respective Professional Service Provider will review the bids received and make their recommendation to the Urban County Program.

Research Apparent Low Bidder

This is a shared responsibility. The respective Professional Service Provider will research and review apartment low bidder's past performances and their bids. The Urban County program will research the list of Debarred Contractor's and make a finding in the regard.

Bid Recommendation

This is a City responsibility. The respective Professional Service Provider will recommend the lowest and most responsible bid to the City. The city will send a recommendation to the County. County will request approval by Hidalgo County Commissioner's Court for approval of contract.

Contract Award

The County upon approval by Hidalgo County Commissioner's Court will prepare the contract documents and forward them to the approved Contractor for execution.

Pre-Construction Activities

Construction Contract and Bonds

This is a shared responsibility. The Professional Service Provider will coordinate the execution of construction contracts to include Insurance, Payment and Performance Bonds. Once they receive four (4) original set of construction contracts they will submit to the County for execution. Any modifications to the construction contracts require prior review by Legal Department and approval by Hidalgo County Commissioner's Court.

Pre-Construction Conference

The Urban County Program will conduct a Pre-construction conference to inform the contractor of the various federal regulations such as Affirmative Action, Section 3 Compliance, and Davis-Bacon Wage Compliance. The Pre-construction conference will be held at the Urban County

Program Conference Room, with the city and professional service provider representatives present. Once contracts are signed, County will prepare and issue a Notice to Proceed.

Document Posting and Construction Signs

This is a shared responsibility. The city and Professional Service Provider will ensure itself that the appropriate documents are posted at the site and that the construction sign is erected.

Construction Activities

Davis-Bacon Compliance
This is a shared responsibility. The City may be asked to conduct wage rate employee interviews. The County will conduct wage rate interviews and review wage rates on payroll reports submitted with request for payments.

Periodic Project Inspections

This is a shared responsibility. The City, County, and Professional Service Providers will conduct periodic site inspections of the project site.

Payment Request Approval

This is a shared responsibility. The Professional Service Provider will review and sign off on request for payments and forward RFP to the City for signature and approval, and forward the final RFP to the County for review and approval of payment.

Change Orders

This is a shared responsibility. Professional Service Provider will recommend any change orders after negotiating said change order with the contractor. All change orders must have City's approval prior to submission to County for review and approval.

Contract Amendment

This is a shared responsibility. The City will recommend any contract amendments to the County. County will consider and take appropriate action to approve or deny the contract amendment if necessary.

Final Payment Approval

This is a shared responsibility. The City and Professional Service Provider will conduct final project site inspections to ensure that construction has been completed as per plans and specifications prior to submitting final request for payment recommendation to the County. County will ensure that all applicable laws and regulations have been complied with. County will review wage rate compliance, release of liens, certification of construction completion, warranty certification and other pertinent documents.

Exhibit C
Section 108 Loan Guarantee Program

Introduction

Section 108 is the loan guarantee provision of the Community Development Block Grant (CDBG) program. Section 108 provides communities with a source of financing for economic development, housing rehabilitation, public facilities, and large-scale physical development projects. This makes it one of the most potent and important public investment tools that HUD offers to local governments. It allows them to transform a small portion of their CDBG funds into federally guaranteed loans large enough to pursue physical and economic revitalization projects that can renew entire neighborhoods. Such public investment is often needed to inspire private economic activity, providing the initial resources or simply the confidence that private firms and individuals may need to invest in distressed areas. Section 108 loans are not risk-free, however; local governments borrowing funds guaranteed by Section 108 must pledge their current and future CDBG allocations to cover the loan amount as security for the loan.

Regulations governing the Section 108 program may be found at 24 CFR 570, Subpart M, Loan Guarantees.

Eligible Applicants

Eligible applicants include the following public entities:

- metropolitan cities and urban counties (i.e. CDBG entitlement recipients);
- nonentitlement communities that are assisted in the submission of applications by States that administer the CDBG program; and
- nonentitlement communities eligible to receive CDBG funds under the HUD-Administered Small Cities CDBG program (Hawaii). The public entity may be the borrower or it may designate a public agency as the borrower.

Eligible Activities

Activities eligible for Section 108 financing include:

- economic development activities eligible under CDBG;
- acquisition of real property;
- rehabilitation of publicly owned real property;
- housing rehabilitation eligible under CDBG;
- construction, reconstruction, or installation of public facilities (including street, sidewalk, and other site improvements);
- related relocation, clearance, and site improvements;
- payment of interest on the guaranteed loan and issuance costs of public offerings;
- debt service reserves;
- public works and site improvements in colonias; and
- in limited circumstances, housing construction as part of community economic development, Housing Development Grant, or Nehemiah Housing Opportunity Grant programs.

For purposes of determining eligibility, the CDBG rules and requirements apply. As with the CDBG program, all projects and activities must either principally benefit low- and moderate-income persons, aid in the elimination or prevention of slums and blight, or meet urgent needs of the community.

Maximum Commitment Amount

Commitments are limited as follows:

1. Entitlement public entities. An entitlement public entity may apply for up to five times the public entity's latest approved CDBG entitlement amount, minus any outstanding Section 108 commitments and/or principal balances of Section 108 loans.

2. State assisted public entities. A nonentitlement public entity may apply for up to five times the latest approved CDBG amount received by its State, minus any outstanding Section 108 commitments and/or principal balances on Section 108 loans for which the State has pledged its CDBG funds as security.

3. Nonentitlement public entities eligible under the HUD administered Small Cities Program. For a public entity in Hawaii, the maximum commitment amount is five times the public entity's latest grant under 24 CFR 570, Subpart F, minus any outstanding Section 108 commitments and/or principal balances on Section 108 loans.

Loan Details

Security: The principal security for the loan guarantee is a pledge by the applicant public entity or the State (in the case of a nonentitlement public entity) of its current and future CDBG funds. Additional security will also be required to assure repayment of guaranteed obligations. The additional security requirements will be determined on a case-by-case basis, but could include assets financed by the guaranteed loan.

Repayment: The maximum repayment period for a Section 108 loan is twenty years. HUD has the ability to structure the principal amortization to match the needs of the project and borrower. Each annual principal amount will have a separate interest rate associated with it.

Financing Source: Section 108 obligations are financed through underwritten public offerings. Financing between public offerings is provided through an interim lending facility established by HUD.

Interest Rates: Interest rates on interim borrowing are priced at the 3 month London Interbank Offered (LIBO) rate plus 20 basis points (0.2%). Permanent financing is pegged to yields on U.S. Treasury obligations of similar maturity to the principal amount. A small additional basis point spread, depending on maturity, will be added to the Treasury yield to determine the actual rate.

Default: To date, there has been no default under Section 108 resulting in a repayment by HUD. In the event of default requiring a payment, HUD would continue to make payments on the loan in accordance with its terms. The source of payments by HUD pursuant to its guarantee would almost always be pledged CDBG funds. However, HUD does have borrowing authority with the U.S. Treasury if the pledged funds are insufficient.

For More Information visit www.hud.gov

Source: http://portal.hud.gov/hudportal/HUD?src=/program_offices/comm_planning/communitydevelopment/programs/108

Exhibit D
CDBG Regulations and Other Program Requirements

Subpart A—General Provisions

SOURCE: 53 FR 34437, Sept. 6, 1988, unless otherwise noted.

§ 570.1 Purpose and primary objective.

(a) This part describes policies and procedures applicable to the following programs authorized under title I of the Housing and Community Development Act of 1974, as amended:

(1) Entitlement grants program (subpart D);

(2) Nonentitlement Funds: HUD-administered Small Cities and Insular Area programs (subpart F);

(3) State program: State-administered CDBG nonentitlement funds (subpart I);

(4) Special Purpose Grants (subpart E);

(5) Urban Development Action Grant program (subpart G); and

(6) Loan Guarantees (subpart M).

(b) Subparts A, C, J, K, and O apply to all programs in paragraph (a) except as modified or limited under the provisions of these subparts or the applicable program regulations. In the application of the subparts to Special Purpose Grants or the Urban Development Action Grant program, the reference to funds in the form of grants in the term *"CDBG funds",* as defined in § 570.3, shall mean the grant funds under those programs. The subparts do not apply to the State program (subpart I) except to the extent expressly referred to.

(c) The primary objective of the programs authorized under title I of the Housing and Community Development Act of 1974, as amended, is described in section 101(c) of the Act (42 U.S.C. 5301(c)).

[53 FR 34437, Sept. 6, 1988, as amended at 56 FR 56126, Oct. 31, 1991; 61 FR 11475, Mar. 20, 1996; 69 FR 32778, June 10, 2004]

§ 570.3 Definitions.

The terms *HUD* and *Secretary* are defined in 24 CFR part 5. All of the following definitions in this section that rely on data from the United States Bureau of the Census shall rely upon the data available from the latest decennial census.

Act means title I of the Housing and Community Development Act of 1974 as amended (42 U.S.C. 5301 *et seq.*).

Age of housing means the number of year-round housing units, as further defined in section 102(a)(11) of the Act.

Applicant means a State or unit of general local government that makes application pursuant to the provisions of subpart E, F, G or M.

Buildings for the general conduct of government shall have the meaning provided in section 102(a)(21) of the Act.

CDBG funds means Community Development Block Grant funds, including funds received in the form of grants under subpart D, F, or § 570.405 of this part, funds awarded under section 108(q) of the Housing and Community Development Act of 1974, loans guaranteed under subpart M of this part, urban renewal surplus grant funds, and program income as defined in § 570.500(a).

Chief executive officer of a State or unit of general local government means the elected official or the legally designated official, who has the primary responsibility for the conduct of that entity's governmental affairs. Examples of the "chief executive officer" of a unit of general local government are: the elected mayor of a municipality; the elected county executive of a county; the chairperson of a county commission or board in a county that has no elected county executive; and the official designated pursuant to law by the governing body of a unit of general local government.

City means the following:

(1) For purposes of Entitlement Community Development Block Grant and Urban Development Action Grant eligibility:

(i) Any unit of general local government that is classified as a municipality by the United States Bureau of the Census, or

(ii) Any other unit of general local government that is a town or township and that, in the determination of the Secretary:

(A) Possesses powers and performs functions comparable to those associated with municipalities;

(B) Is closely settled (except that the Secretary may reduce or waive this requirement on a case by case basis for the purposes of the Action Grant program); and

(C) Contains within its boundaries no incorporated places as defined by the United States Bureau of the Census that have not entered into cooperation agreements with the town or township for a period covering at least 3 years to undertake or assist in the undertaking of essential community development and housing assistance activities. The determination of eligibility of a town or township to qualify as a city will be based on information available from the United States Bureau of the Census and information provided by the town or township and its included units of general local government.

(2) For purposes of Urban Development Action Grant eligibility only, Guam, the Virgin Islands, American Samoa, the Commonwealth of the Northern Mariana Islands, the counties of Kauai, Maui, and Hawaii in the State of Hawaii, and Indian tribes that are eligible recipients under the State and Local Government Fiscal Assistance Act of 1972 and located on reservations in Oklahoma as determined by the Secretary of the Interior or in Alaskan Native Villages.

Community Development Financial Institution has the same meaning as used in the Community Development Banking and Financial Institutions Act of 1994 (12 U.S.C. 4701 note).

Consolidated plan. The plan prepared in accordance with 24 CFR part 91, which describes needs, resources, priorities and proposed activities to be undertaken with respect to HUD programs, including the CDBG program. An approved consolidated plan means a consolidated plan that has been approved by HUD in accordance with 24 CFR part 91.

Discretionary grant means a grant made from the various Special Purpose Grants in accordance with subpart E of this part.

Entitlement amount means the amount of funds which a metropolitan city is entitled to receive under the Entitlement grant program, as determined by formula set forth in section 106 of the Act.

Extent of growth lag shall have the meaning provided in section 102(a)(12) of the Act.

Extent of housing overcrowding shall have the meaning provided in section 102(a)(10) of the Act.

Extent of poverty means the number of persons whose incomes are below the poverty level based on data compiled and published by the United States Bureau of the Census available from the latest census referable to the same point or period in time and the latest reports from the Office of Management and Budget. For purposes of this part, the Secretary has determined that it is neither feasible nor appropriate to make adjustments at this time in the computations of "extent of poverty" for regional or area variations in income and cost of living.

Family refers to the definition of "family" in 24 CFR 5.403.

Household means all persons occupying a housing unit. The occupants may be a family, as defined in 24 CFR 5.403; two or more families living together; or any other group of related or unrelated persons who share living arrangements, regardless of actual or perceived, sexual orientation, gender identity, or marital status.

Income. For the purpose of determining whether a family or household is low- and moderate-income under subpart C of this part, grantees may select any of the three definitions listed below for each activity, except that integrally related activities of the same type and qualifying under the same paragraph of § 570.208(a) shall use the same definition of income. The option to choose a definition does not apply to activities that qualify under § 570.208(a)(1) (Area benefit activities), except when the recipient carries out a survey under § 570.208(a)(1)(vi). Activities qualifying under § 570.208(a)(1) generally must use the area income data supplied to recipients by HUD. The three definitions are as follows:

(1)(i) "Annual income" as defined under the Section 8 Housing Assistance Payments program at 24 CFR 813.106 (except that if the CDBG assistance being provided is homeowner rehabilitation under § 570.202, the value of the homeowner's primary residence may be excluded from any calculation of Net Family Assets); or

(ii) Annual income as reported under the Census long-form for the most recent available decennial Census. This definition includes:

(A) Wages, salaries, tips, commissions, etc.;

(B) Self-employment income from own nonfarm business, including proprietorships and partnerships;

(C) Farm self-employment income;

(D) Interest, dividends, net rental income, or income from estates or trusts;

(E) Social Security or railroad retirement;

(F) Supplemental Security Income, Aid to Families with Dependent Children, or other public assistance or public welfare programs;

(G) Retirement, survivor, or disability pensions; and

(H) Any other sources of income received regularly, including Veterans' (VA) payments, unemployment compensation, and alimony; or

(iii) Adjusted gross income as defined for purposes of reporting under Internal Revenue Service (IRS) Form 1040 for individual Federal annual income tax purposes.

(2) Estimate the annual income of a family or household by projecting the prevailing rate of income of each person at the time assistance is provided for the individual, family, or household (as applicable). Estimated annual income shall include income from all family or household members, as applicable. Income or asset enhancement derived from the CDBG-assisted activity shall not be considered in calculating estimated annual income.

Insular area shall have the meaning provided in section 102(a)(24) of the Act.

Low- and moderate-income household means a household having an income equal to or less than the Section 8 low-income limit established by HUD.

Low- and moderate-income person means a member of a family having an income equal to or less than the Section 8 low-income limit established by HUD. Unrelated individuals will be considered as one-person families for this purpose.

Low-income household means a household having an income equal to or less than the Section 8 very low-income limit established by HUD.

Low-income person means a member of a family that has an income equal to or less than the Section 8 very low-income limit established by HUD. Unrelated individuals shall be considered as one-person families for this purpose.

Metropolitan area shall have the meaning provided in section 102(a)(3) of the Act.

Metropolitan city shall have the meaning provided in section 102(a)(4) of the Act except that the term "central city" is replaced by "principal city."

Microenterprise shall have the meaning provided in section 102(a)(22) of the Act.

Moderate-income household means a household having an income equal to or less than the Section 8 low-income limit and greater than the Section 8 very low-income limit, established by HUD.

Moderate-income person means a member of a family that has an income equal to or less than the Section 8 low-income limit and greater than the Section 8 very low-income limit, established by HUD. Unrelated individuals shall be considered as one-person families for this purpose.

Nonentitlement amount means the amount of funds which is allocated for use in a State's nonentitlement areas as determined by formula set forth in section 106 of the Act.

Nonentitlement area shall have the meaning provided in section 102(a)(7) of the Act.

Population means the total resident population based on data compiled and published by the United States Bureau of the Census available from the latest census or which has been upgraded by the Bureau to reflect the changes resulting from the Boundary and Annexation Survey, new incorporations and consolidations of governments pursuant to § 570.4, and which reflects, where applicable, changes resulting from the Bureau's latest population determination through its estimating technique using natural changes (birth and death) and net migration, and is referable to the same point or period in time.

Small business means a business that meets the criteria set forth in section 3(a) of the Small Business Act (15 U.S.C. 631, 636, 637).

State shall have the meaning provided in section 102(a)(2) of the Act.

Unit of general local government shall have the meaning provided in section 102(a)(1) of the Act.

Urban county shall have the meaning provided in section 102(a)(6) of the Act. For the purposes of this definition, HUD will determine whether the county's combined population contains the required percentage of low- and moderate-income persons by identifying the number of persons that resided in applicable areas and units of general local government based on data from the most recent decennial census, and using income limits that would have applied for the year in which that census was taken.

Urban Development Action Grant (UDAG) means a grant made by the Secretary pursuant to section 119 of the Act and subpart G of this part.

[53 FR 34437, Sept. 6, 1988; 53 FR 41330, Oct. 21, 1988, as amended at 56 FR 56126, Oct. 31, 1991; 60 FR 1915, 1943, Jan. 5, 1995; 60 FR 56909, Nov. 9, 1995; 61 FR 5209, Feb. 9, 1996; 61 FR 11475, Mar. 20, 1996; 61 FR 18674, Apr. 29, 1996; 68 FR 69582, Dec. 12, 2003; 69 FR 32778, June 10, 2004; 77 FR 5675, Feb. 3, 2012]

§ 570.4 Allocation of funds.

(a) The determination of eligibility of units of general local government to receive entitlement grants, the entitlement amounts, the allocation of appropriated funds to States for use in nonentitlement areas, the reallocation of funds, the allocation of appropriated funds to insular areas, and the allocation of appropriated funds for discretionary grants under the Secretary's Fund shall be governed by the policies and procedures described in sections 106 and 107 of the Act, as appropriate.

(b) The definitions in § 570.3 shall govern in applying the policies and procedures described in sections 106 and 107 of the Act.

(c) In determining eligibility for entitlement and in allocating funds under section 106 of the Act for any federal fiscal year, HUD will recognize corporate status and geographical boundaries and the status of metropolitan areas and principal cities effective as of July 1 preceding such federal fiscal year, subject to the following limitations:

(1) With respect to corporate status as certified by the applicable State and available for processing by the Census Bureau as of such date;

(2) With respect to boundary changes or annexations, as are used by the Census Bureau in preparing population estimates for all general purpose governmental units and are available for processing by the Census Bureau as of such date, except that any such boundary changes or annexations which result in the population of a unit of general local government reaching or exceeding 50,000 shall be recognized for this purpose whether or not such changes are used by the Census Bureau in preparing such population estimates; and

(3) With respect to the status of Metropolitan Statistical Areas and principal cities, as officially designated by the Office of Management and Budget as of such date.

(d) In determining whether a county qualifies as an urban county, and in computing entitlement amounts for urban counties, the demographic values of population, poverty, housing overcrowding, and age of housing of any Indian tribes located within the county shall be excluded. In allocating amounts to States for use in nonentitlement areas, the demographic values of population, poverty, housing overcrowding and age of housing of all Indian tribes located in all nonentitled areas shall be excluded. It is recognized that all

such data on Indian tribes are not generally available from the United States Bureau of the Census and that missing portions of data will have to be estimated. In accomplishing any such estimates the Secretary may use such other related information available from reputable sources as may seem appropriate, regardless of the data's point or period of time and shall use the best judgement possible in adjusting such data to reflect the same point or period of time as the overall data from which the Indian tribes are being deducted, so that such deduction shall not create an imbalance with those overall data.

(e) Amounts remaining after closeout of a grant which are required to be returned to HUD under the provisions of § 570.509, Grant closeout procedures, shall be considered as funds available for reallocation unless the appropriation under which the funds were provided to the Department has lapsed.

[53 FR 34437, Sept. 6, 1988, as amended at 68 FR 69582, Dec. 12, 2003; 69 FR 32778, June 10, 2004]

§ 570.5 Waivers.

HUD's authority for the waiver of regulations and for the suspension of requirements to address damage in a Presidentially declared disaster area is described in 24 CFR part 5 and in section 122 of the Act, respectively.

[61 FR 11476, Mar. 20, 1996]

Subpart B [Reserved]

Subpart C—Eligible Activities

SOURCE: 53 FR 34439, Sept. 6, 1988, unless otherwise noted.

§ 570.200 General policies.

(a) *Determination of eligibility.* An activity may be assisted in whole or in part with CDBG funds only if all of the following requirements are met:

(1) *Compliance with section 105 of the Act.* Each activity must meet the eligibility requirements of section 105 of the Act as further defined in this subpart.

(2) *Compliance with national objectives.* Grant recipients under the Entitlement and HUD-administered Small Cities programs and recipients of insular area funds under section 106 of the Act must certify that their projected use of funds has been developed so as to give maximum feasible priority to activities which will carry out one of the national objectives of benefit to low- and moderate-income families or aid in the prevention or elimination of slums or blight. The projected use of funds may also include activities that the recipient certifies are designed to meet other community development needs having a particular urgency because existing conditions pose a serious and immediate threat to the health or welfare of the community where other financial resources are not available to meet such needs. Consistent with the foregoing, each recipient under the Entitlement or HUD-administered Small Cities programs, and each recipient of insular area funds under section 106 of the Act must ensure and maintain evidence that each of its activities assisted with CDBG funds meets one of the three national objectives as contained in its certification. Criteria for determining whether an activity addresses one or more of these objectives are found in § 570.208.

(3) *Compliance with the primary objective.* The primary objective of the Act is described in section 101(c) of the Act. Consistent with this objective, entitlement recipients, non-entitlement CDBG grantees in Hawaii, and recipients of insular area funds under section 106 of the Act must ensure that, over a period of time specified in their certification not to exceed three years, not less than 70 percent of the aggregate of CDBG fund expenditures shall be for activities meeting the criteria under § 570.208(a) or under

§ 570.208(d)(5) or (6) for benefiting low- and moderate-income persons. For grants under section 107 of the Act, insular area recipients must meet this requirement for each separate grant. See § 570.420(d)(3) for additional discussion of the primary objective requirement for insular areas funded under section 106 of the Act. The requirements for the HUD-administered Small Cities program in New York are at § 570.420(d)(2). In determining the percentage of funds expended for such activities:

(i) Cost of administration and planning eligible under § 570.205 and § 570.206 will be assumed to benefit low and moderate income persons in the same proportion as the remainder of the CDBG funds and, accordingly shall be excluded from the calculation;

(ii) Funds deducted by HUD for repayment of urban renewal temporary loans pursuant to § 570.802(b) shall be excluded;

(iii) Funds expended for the repayment of loans guaranteed under the provisions of subpart M shall also be excluded;

(iv) Funds expended for the acquisition, new construction or rehabilitation of property for housing that qualifies under § 570.208(a)(3) shall be counted for this purpose but shall be limited to an amount determined by multiplying the total cost (including CDBG and non-CDBG costs) of the acquisition, construction or rehabilitation by the percent of units in such housing to be occupied by low and moderate income persons.

(v) Funds expended for any other activities qualifying under § 570.208(a) shall be counted for this purpose in their entirety.

(4) *Compliance with environmental review procedures.* The environmental review procedures set forth at 24 CFR part 58 must be completed for each activity (or project as defined in 24 CFR part 58), as applicable.

(5) *Cost principles.* Costs incurred, whether charged on a direct or an indirect basis, must be in conformance with OMB Circulars A-87, "Cost Principles for State, Local and Indian Tribal Governments"; A-122, "Cost Principles for Non-profit Organizations"; or A-21, "Cost Principles for Educational Institutions," as applicable. [1] All items of cost listed in Attachment B of these Circulars that require prior Federal agency approval are allowable without prior approval of HUD to the extent they comply with the general policies and principles stated in Attachment A of such circulars and are otherwise eligible under this subpart C, except for the following:

[1] These circulars are available from the American Communities Center by calling the following toll-free numbers: (800) 998-9999 or (800) 483-2209 (TDD).

(i) Depreciation methods for fixed assets shall not be changed without HUD's specific approval or, if charged through a cost allocation plan, the Federal cognizant agency.

(ii) Fines and penalties (including punitive damages) are unallowable costs to the CDBG program.

(iii) Pre-award costs are limited to those authorized under paragraph (h) of this section.

(b) *Special policies governing facilities.* The following special policies apply to:

(1) *Facilities containing both eligible and ineligible uses.* A public facility otherwise eligible for assistance under the CDBG program may be provided with CDBG funds even if it is part of a multiple use building containing ineligible uses, if:

(i) The facility which is otherwise eligible and proposed for assistance will occupy a designated and discrete area within the larger facility; and

(ii) The recipient can determine the costs attributable to the facility proposed for assistance as separate and distinct from the overall costs of the multiple-use building and/or facility.

Allowable costs are limited to those attributable to the eligible portion of the building or facility.

(2) *Fees for use of facilities.* Reasonable fees may be charged for the use of the facilities assisted with CDBG funds, but charges such as excessive membership fees, which will have the effect of precluding low and moderate income persons from using the facilities, are not permitted.

(c) *Special assessments under the CDBG program.* The following policies relate to special assessments under the CDBG program:

(1) *Definition of special assessment.* The term "special assessment" means the recovery of the capital costs of a public improvement, such as streets, water or sewer lines, curbs, and gutters, through a fee or charge levied or filed as a lien against a parcel of real estate as a direct result of benefit derived from the installation of a public improvement, or a one-time charge made as a condition of access to a public improvement. This term does not relate to taxes, or the establishment of the value of real estate for the purpose of levying real estate, property, or ad valorem taxes, and does not include periodic charges based on the use of a public improvement, such as water or sewer user charges, even if such charges include the recovery of all or some portion of the capital costs of the public improvement.

(2) *Special assessments to recover capital costs.* Where CDBG funds are used to pay all or part of the cost of a public improvement, special assessments may be imposed as follows:

(i) Special assessments to recover the CDBG funds may be made only against properties owned and occupied by persons not of low and moderate income. Such assessments constitute program income.

(ii) Special assessments to recover the non-CDBG portion may be made provided that CDBG funds are used to pay the special assessment in behalf of all properties owned and occupied by low and moderate income persons; except that CDBG funds need not be used to pay the special assessments in behalf of properties owned and occupied by moderate income persons if the grant recipient certifies that it does not have sufficient CDBG funds to pay the assessments in behalf of all of the low and moderate income owner-occupant persons. Funds collected through such special assessments are not program income.

(3) *Public improvements not initially assisted with CDBG funds.* The payment of special assessments with CDBG funds constitutes CDBG assistance to the public improvement. Therefore, CDBG funds may be used to pay special assessments provided:

(i) The installation of the public improvements was carried out in compliance with requirements applicable to activities assisted under this part including environmental, citizen participation and Davis-Bacon requirements;

(ii) The installation of the public improvement meets a criterion for national objectives in § 570.208(a)(1), (b), or (c); and

(iii) The requirements of § 570.200(c)(2)(ii) are met.

(d) *Consultant activities.* Consulting services are eligible for assistance under this part for professional assistance in program planning, development of community development objectives, and other general professional guidance relating to program execution. The use of consultants is governed by the following:

(1) *Employer-employee type of relationship.* No person providing consultant services in an employer-employee type of relationship shall receive more than a reasonable rate of compensation for personal services paid with CDBG funds. In no event, however, shall such compensation exceed the equivalent of

the daily rate paid for Level IV of the Executive Schedule. Such services shall be evidenced by written agreements between the parties which detail the responsibilities, standards, and compensation.

(2) *Independent contractor relationship.* Consultant services provided under an independent contractor relationship are governed by the procurement requirements in 24 CFR 85.36, and are not subject to the compensation limitation of Level IV of the Executive Schedule.

(e) *Recipient determinations required as a condition of eligibility.* In several instances under this subpart, the eligibility of an activity depends on a special local determination. Recipients shall maintain documentation of all such determinations. A written determination is required for any activity carried out under the authority of §§ 570.201(f), 570.201(i)(2), 570.201(p), 570.201(q), 570.202(b)(3), 570.206(f), 570.209, 570.210, and 570.309.

(f) *Means of carrying out eligible activities.* (1) Activities eligible under this subpart, other than those authorized under § 570.204(a), may be undertaken, subject to local law:

(i) By the recipient through:

(A) Its employees, or

(B) Procurement contracts governed by the requirements of 24 CFR 85.36; or

(ii) Through loans or grants under agreements with subrecipients, as defined at § 570.500(c); or

(iii) By one or more public agencies, including existing local public agencies, that are designated by the chief executive officer of the recipient.

(2) Activities made eligible under § 570.204(a) may only be undertaken by entities specified in that section.

(g) *Limitation on planning and administrative costs.* No more than 20 percent of the sum of any grant, plus program income, shall be expended for planning and program administrative costs, as defined in §§ 570.205 and 507.206, respectively. Recipients of entitlement grants under subpart D of this part shall conform with this requirement by limiting the amount of CDBG funds obligated for planning plus administration during each program year to an amount no greater than 20 percent of the sum of its entitlement grant made for that program year (if any) plus the program income received by the recipient and its subrecipients (if any) during that program year.

(h) *Reimbursement for pre-award costs.* The effective date of the grant agreement is the program year start date or the date that the consolidated plan is received by HUD, whichever is later. For a Section 108 loan guarantee, the effective date of the grant agreement is the date of HUD execution of the grant agreement amendment for the particular loan guarantee commitment.

(1) Prior to the effective date of the grant agreement, a recipient may incur costs or may authorize a subrecipient to incur costs, and then after the effective date of the grant agreement pay for those costs using its CDBG funds, provided that:

(i) The activity for which the costs are being incurred is included, prior to the costs being incurred, in a consolidated plan action plan, an amended consolidated plan action plan, or an application under subpart M of this part, except that a new entitlement grantee preparing to receive its first allocation of CDBG funds may incur costs necessary to develop its consolidated plan and undertake other administrative actions necessary to receive its first grant, prior to the costs being included in its consolidated plan;

(ii) Citizens are advised of the extent to which these pre-award costs will affect future grants;

(iii) The costs and activities funded are in compliance with the requirements of this part and with the Environmental Review Procedures stated in 24 CFR part 58;

(iv) The activity for which payment is being made complies with the statutory and regulatory provisions in effect at the time the costs are paid for with CDBG funds;

(v) CDBG payment will be made during a time no longer than the next two program years following the effective date of the grant agreement or amendment in which the activity is first included; and

(vi) The total amount of pre-award costs to be paid during any program year pursuant to this provision is no more than the greater of 25 percent of the amount of the grant made for that year or $300,000.

(2) Upon the written request of the recipient, HUD may authorize payment of pre-award costs for activities that do not meet the criteria at paragraph (h)(1)(v) or (h)(1)(vi) of this section, if HUD determines, in writing, that there is good cause for granting an exception upon consideration of the following factors, as applicable:

(i) Whether granting the authority would result in a significant contribution to the goals and purposes of the CDBG program;

(ii) Whether failure to grant the authority would result in undue hardship to the recipient or beneficiaries of the activity;

(iii) Whether granting the authority would not result in a violation of a statutory provision or any other regulatory provision;

(iv) Whether circumstances are clearly beyond the recipient's control; or

(v) Any other relevant considerations.

(i) *Urban Development Action Grant.* Grant assistance may be provided with Urban Development Action Grant funds, subject to the provisions of subpart G, for:

(1) Activities eligible for assistance under this subpart; and

(2) Notwithstanding the provisions of § 570.207, such other activities as the Secretary may determine to be consistent with the purposes of the Urban Development Action Grant program.

(j) *Faith-based activities.* (1) Organizations that are religious or faith-based are eligible, on the same basis as any other organization, to participate in the CDBG program. Neither the Federal government nor a State or local government receiving funds under CDBG programs shall discriminate against an organization on the basis of the organization's religious character or affiliation.

(2) Organizations that are directly funded under the CDBG program may not engage in inherently religious activities, such as worship, religious instruction, or proselytization, as part of the programs or services funded under this part. If an organization conducts such activities, the activities must be offered separately, in time or location, from the programs or services funded under this part, and participation must be voluntary for the beneficiaries of the HUD-funded programs or services.

(3) A religious organization that participates in the CDBG program will retain its independence from Federal, State, and local governments, and may continue to carry out its mission, including the definition, practice, and expression of its religious beliefs, provided that it does not use direct CDBG funds to support any inherently religious activities, such as worship, religious instruction, or proselytization. Among other things, faith-based organizations may use space in their facilities to provide CDBG-funded services, without removing religious art, icons, scriptures, or other religious symbols. In addition, a CDBG-funded

religious organization retains its authority over its internal governance, and it may retain religious terms in its organization's name, select its board members on a religious basis, and include religious references in its organization's mission statements and other governing documents.

(4) An organization that participates in the CDBG program shall not, in providing program assistance, discriminate against a program beneficiary or prospective program beneficiary on the basis of religion or religious belief.

(5) CDBG funds may not be used for the acquisition, construction, or rehabilitation of structures to the extent that those structures are used for inherently religious activities. CDBG funds may be used for the acquisition, construction, or rehabilitation of structures only to the extent that those structures are used for conducting eligible activities under this part. Where a structure is used for both eligible and inherently religious activities, CDBG funds may not exceed the cost of those portions of the acquisition, construction, or rehabilitation that are attributable to eligible activities in accordance with the cost accounting requirements applicable to CDBG funds in this part. Sanctuaries, chapels, or other rooms that a CDBG-funded religious congregation uses as its principal place of worship, however, are ineligible for CDBG-funded improvements. Disposition of real property after the term of the grant, or any change in use of the property during the term of the grant, is subject to government-wide regulations governing real property disposition (*see* 24 CFR parts 84 and 85).

(6) If a State or local government voluntarily contributes its own funds to supplement federally funded activities, the State or local government has the option to segregate the Federal funds or commingle them. However, if the funds are commingled, this section applies to all of the commingled funds.

[53 FR 34439, Sept. 6, 1988, as amended at 54 FR 47031, Nov. 8, 1989; 57 FR 27119, June 17, 1992; 60 FR 1943, Jan. 5, 1995; 60 FR 17445, Apr. 6, 1995; 60 FR 56910, Nov. 9, 1995; 61 FR 11476, Mar. 20, 1996; 61 FR 18674, Apr. 29, 1996; 65 FR 70215, Nov. 21, 2000; 68 FR 56404, Sept. 30, 2003; 69 FR 32778, June 10, 2004; 70 FR 76369, Dec. 23, 2005; 72 FR 46370, Aug. 17, 2007]

§ 570.201 Basic eligible activities.

CDBG funds may be used for the following activities:

(a) *Acquisition.* Acquisition in whole or in part by the recipient, or other public or private nonprofit entity, by purchase, long-term lease, donation, or otherwise, of real property (including air rights, water rights, rights-of-way, easements, and other interests therein) for any public purpose, subject to the limitations of § 570.207.

(b) *Disposition.* Disposition, through sale, lease, donation, or otherwise, of any real property acquired with CDBG funds or its retention for public purposes, including reasonable costs of temporarily managing such property or property acquired under urban renewal, provided that the proceeds from any such disposition shall be program income subject to the requirements set forth in § 570.504.

(c) *Public facilities and improvements.* Acquisition, construction, reconstruction, rehabilitation or installation of public facilities and improvements, except as provided in § 570.207(a), carried out by the recipient or other public or private nonprofit entities. (However, activities under this paragraph may be directed to the removal of material and architectural barriers that restrict the mobility and accessibility of elderly or severely disabled persons to public facilities and improvements, including those provided for in § 570.207(a)(1).) In undertaking such activities, design features and improvements which promote energy efficiency may be included. Such activities may also include the execution of architectural design features, and similar treatments intended to enhance the aesthetic quality of facilities and improvements receiving CDBG assistance, such as decorative pavements, railings, sculptures, pools of water and fountains, and other works of art. Facilities designed for use in providing shelter for persons having special needs are considered public facilities and not subject to the prohibition of new housing construction described in § 570.207(b)(3). Such facilities include shelters for the homeless; convalescent homes; hospitals, nursing homes; battered spouse shelters; halfway houses for run-away children, drug offenders or parolees; group

homes for mentally retarded persons and temporary housing for disaster victims. In certain cases, nonprofit entities and subrecipients including those specified in § 570.204 may acquire title to public facilities. When such facilities are owned by nonprofit entities or subrecipients, they shall be operated so as to be open for use by the general public during all normal hours of operation. Public facilities and improvements eligible for assistance under this paragraph are subject to the policies in § 570.200(b).

(d) *Clearance and remediation activities.* Clearance, demolition, and removal of buildings and improvements, including movement of structures to other sites and remediation of known or suspected environmental contamination. Demolition of HUD-assisted or HUD-owned housing units may be undertaken only with the prior approval of HUD. Remediation may include project-specific environmental assessment costs not otherwise eligible under § 570.205.

(e) *Public services.* Provision of public services (including labor, supplies, and materials) including but not limited to those concerned with employment, crime prevention, child care, health, drug abuse, education, fair housing counseling, energy conservation, welfare (but excluding the provision of income payments identified under § 570.207(b)(4)), homebuyer downpayment assistance, or recreational needs. To be eligible for CDBG assistance, a public service must be either a new service or a quantifiable increase in the level of an existing service above that which has been provided by or on behalf of the unit of general local government (through funds raised by the unit or received by the unit from the State in which it is located) in the 12 calendar months before the submission of the action plan. (An exception to this requirement may be made if HUD determines that any decrease in the level of a service was the result of events not within the control of the unit of general local government.) The amount of CDBG funds used for public services shall not exceed paragraphs (e) (1) or (2) of this section, as applicable:

(1) The amount of CDBG funds used for public services shall not exceed 15 percent of each grant, except that for entitlement grants made under subpart D of this part, the amount shall not exceed 15 percent of the grant plus 15 percent of program income, as defined in § 570.500(a). For entitlement grants under subpart D of this part, compliance is based on limiting the amount of CDBG funds obligated for public service activities in each program year to an amount no greater than 15 percent of the entitlement grant made for that program year plus 15 percent of the program income received during the grantee's immediately preceding program year.

(2) A recipient which obligated more CDBG funds for public services than 15 percent of its grant funded from Federal fiscal year 1982 or 1983 appropriations (excluding program income and any assistance received under Public Law 98-8), may obligate more CDBG funds than allowable under paragraph (e)(1) of this section, so long as the total amount obligated in any program year does not exceed:

(i) For an entitlement grantee, 15% of the program income it received during the preceding program year; plus

(ii) A portion of the grant received for the program year which is the highest of the following amounts:

(A) The amount determined by applying the percentage of the grant it obligated for public services in the 1982 program year against the grant for its current program year;

(B) The amount determined by applying the percentage of the grant it obligated for public services in the 1983 program year against the grant for its current program year;

(C) The amount of funds it obligated for public services in the 1982 program year; or,

(D) The amount of funds it obligated for public services in the 1983 program year.

(f) *Interim assistance.* (1) The following activities may be undertaken on an interim basis in areas exhibiting objectively determinable signs of physical deterioration where the recipient has determined that immediate action is necessary to arrest the deterioration and that permanent improvements will be carried out as soon as practicable:

(i) The repairing of streets, sidewalks, parks, playgrounds, publicly owned utilities, and public buildings; and

(ii) The execution of special garbage, trash, and debris removal, including neighborhood cleanup campaigns, but not the regular curbside collection of garbage or trash in an area.

(2) In order to alleviate emergency conditions threatening the public health and safety in areas where the chief executive officer of the recipient determines that such an emergency condition exists and requires immediate resolution, CDBG funds may be used for:

(i) The activities specified in paragraph (f)(1) of this section, except for the repair of parks and playgrounds;

(ii) The clearance of streets, including snow removal and similar activities, and

(iii) The improvement of private properties.

(3) All activities authorized under paragraph (f)(2) of this section are limited to the extent necessary to alleviate emergency conditions.

(g) *Payment of non-Federal share.* Payment of the non-Federal share required in connection with a Federal grant-in-aid program undertaken as part of CDBG activities, provided, that such payment shall be limited to activities otherwise eligible and in compliance with applicable requirements under this subpart.

(h) *Urban renewal completion.* Payment of the cost of completing an urban renewal project funded under title I of the Housing Act of 1949 as amended. Further information regarding the eligibility of such costs is set forth in § 570.801.

(i) *Relocation.* Relocation payments and other assistance for permanently and temporarily relocated individuals families, businesses, nonprofit organizations, and farm operations where the assistance is (1) required under the provisions of § 570.606 (b) or (c); or (2) determined by the grantee to be appropriate under the provisions of § 570.606(d).

(j) *Loss of rental income.* Payments to housing owners for losses of rental income incurred in holding, for temporary periods, housing units to be used for the relocation of individuals and families displaced by program activities assisted under this part.

(k) *Housing services.* Housing services, as provided in section 105(a)(21) of the Act (42 U.S.C. 5305(a)(21)).

(l) *Privately owned utilities.* CDBG funds may be used to acquire, construct, reconstruct, rehabilitate, or install the distribution lines and facilities of privately owned utilities, including the placing underground of new or existing distribution facilities and lines.

(m) *Construction of housing.* CDBG funds may be used for the construction of housing assisted under section 17 of the United States Housing Act of 1937.

(n) *Homeownership assistance.* CDBG funds may be used to provide direct homeownership assistance to low- or moderate-income households in accordance with section 105(a) of the Act.

(o)(1) The provision of assistance either through the recipient directly or through public and private organizations, agencies, and other subrecipients (including nonprofit and for-profit subrecipients) to facilitate economic development by:

(i) Providing credit, including, but not limited to, grants, loans, loan guarantees, and other forms of financial support, for the establishment, stabilization, and expansion of microenterprises;

(ii) Providing technical assistance, advice, and business support services to owners of microenterprises and persons developing microenterprises; and

(iii) Providing general support, including, but not limited to, peer support programs, counseling, child care, transportation, and other similar services, to owners of microenterprises and persons developing microenterprises.

(2) Services provided this paragraph (o) shall not be subject to the restrictions on public services contained in paragraph (e) of this section.

(3) For purposes of this paragraph (o), "persons developing microenterprises" means such persons who have expressed interest and who are, or after an initial screening process are expected to be, actively working toward developing businesses, each of which is expected to be a microenterprise at the time it is formed.

(4) Assistance under this paragraph (o) may also include training, technical assistance, or other support services to increase the capacity of the recipient or subrecipient to carry out the activities under this paragraph (o).

(p) *Technical assistance.* Provision of technical assistance to public or nonprofit entities to increase the capacity of such entities to carry out eligible neighborhood revitalization or economic development activities. (The recipient must determine, prior to the provision of the assistance, that the activity for which it is attempting to build capacity would be eligible for assistance under this subpart C, and that the national objective claimed by the grantee for this assistance can reasonably be expected to be met once the entity has received the technical assistance and undertakes the activity.) Capacity building for private or public entities (including grantees) for other purposes may be eligible under § 570.205.

(q) *Assistance to institutions of higher education.* Provision of assistance by the recipient to institutions of higher education when the grantee determines that such an institution has demonstrated a capacity to carry out eligible activities under this subpart C.

[53 FR 34439, Sept. 6, 1988, as amended at 53 FR 31239, Aug. 17, 1988; 55 FR 29308, July 18, 1990; 57 FR 27119, June 17, 1992; 60 FR 1943, Jan. 5, 1995; 60 FR 56911, Nov. 9, 1995; 61 FR 18674, Apr. 29, 1996; 65 FR 70215, Nov. 21, 2000; 67 FR 47213, July 17, 2002; 71 FR 30034, May 24, 2006]

§ 570.202 Eligible rehabilitation and preservation activities.

(a) *Types of buildings and improvements eligible for rehabilitation assistance.* CDBG funds may be used to finance the rehabilitation of:

(1) Privately owned buildings and improvements for residential purposes; improvements to a single-family residential property which is also used as a place of business, which are required in order to operate the business, need not be considered to be rehabilitation of a commercial or industrial building, if the improvements also provide general benefit to the residential occupants of the building;

(2) Low-income public housing and other publicly owned residential buildings and improvements;

(3) Publicly or privately owned commercial or industrial buildings, except that the rehabilitation of such buildings owned by a private for-profit business is limited to improvement to the exterior of the building, abatement of asbestos hazards, lead-based paint hazard evaluation and reduction, and the correction of code violations;

(4) Nonprofit-owned nonresidential buildings and improvements not eligible under § 570.201(c); and

(5) Manufactured housing when such housing constitutes part of the community's permanent housing stock.

(b) *Types of assistance.* CDBG funds may be used to finance the following types of rehabilitation activities, and related costs, either singly, or in combination, through the use of grants, loans, loan guarantees, interest supplements, or other means for buildings and improvements described in paragraph (a) of this section, except that rehabilitation of commercial or industrial buildings is limited as described in paragraph (a)(3) of this section.

(1) Assistance to private individuals and entities, including profit making and nonprofit organizations, to acquire for the purpose of rehabilitation, and to rehabilitate properties, for use or resale for residential purposes;

(2) Labor, materials, and other costs of rehabilitation of properties, including repair directed toward an accumulation of deferred maintenance, replacement of principal fixtures and components of existing structures, installation of security devices, including smoke detectors and dead bolt locks, and renovation through alterations, additions to, or enhancement of existing structures and improvements, abatement of asbestos hazards (and other contaminants) in buildings and improvements that may be undertaken singly, or in combination;

(3) Loans for refinancing existing indebtedness secured by a property being rehabilitated with CDBG funds if such financing is determined by the recipient to be necessary or appropriate to achieve the locality's community development objectives;

(4) Improvements to increase the efficient use of energy in structures through such means as installation of storm windows and doors, siding, wall and attic insulation, and conversion, modification, or replacement of heating and cooling equipment, including the use of solar energy equipment;

(5) Improvements to increase the efficient use of water through such means as water savings faucets and shower heads and repair of water leaks;

(6) Connection of residential structures to water distribution lines or local sewer collection lines;

(7) For rehabilitation carried out with CDBG funds, costs of:

(i) Initial homeowner warranty premiums;

(ii) Hazard insurance premiums, except where assistance is provided in the form of a grant; and

(iii) Flood insurance premiums for properties covered by the Flood Disaster Protection Act of 1973, pursuant to § 570.605.

(8) Costs of acquiring tools to be lent to owners, tenants, and others who will use such tools to carry out rehabilitation;

(9) Rehabilitation services, such as rehabilitation counseling, energy auditing, preparation of work specifications, loan processing, inspections, and other services related to assisting owners, tenants, contractors, and other entities, participating or seeking to participate in rehabilitation activities authorized under this section, under section 312 of the Housing Act of 1964, as amended, under section 810 of the Act, or under section 17 of the United States Housing Act of 1937;

(10) Assistance for the rehabilitation of housing under section 17 of the United States Housing Act of 1937; and

(11) Improvements designed to remove material and architectural barriers that restrict the mobility and accessibility of elderly or severely disabled persons to buildings and improvements eligible for assistance under paragraph (a) of this section.

(c) *Code enforcement.* Costs incurred for inspection for code violations and enforcement of codes (e.g., salaries and related expenses of code enforcement inspectors and legal proceedings, but not including the cost of correcting the violations) in deteriorating or deteriorated areas when such enforcement together with public or private improvements, rehabilitation, or services to be provided may be expected to arrest the decline of the area.

(d) *Historic preservation.* CDBG funds may be used for the rehabilitation, preservation or restoration of historic properties, whether publicly or privately owned. Historic properties are those sites or structures that are either listed in or eligible to be listed in the National Register of Historic Places, listed in a State or local inventory of historic places, or designated as a State or local landmark or historic district by appropriate law or ordinance. Historic preservation, however, is not authorized for buildings for the general conduct of government.

(e) *Renovation of closed buildings.* CDBG funds may be used to renovate closed buildings, such as closed school buildings, for use as an eligible public facility or to rehabilitate such buildings for housing.

(f) *Lead-based paint activities.* Lead-based paint activities pursuant to § 570.608.

[53 FR 34439, Sept. 6, 1988; 53 FR 41330, Oct. 21, 1988, as amended at 60 FR 1944, Jan. 5, 1995; 60 FR 56911, Nov. 9, 1995; 64 FR 50225, Sept. 15, 1999; 71 FR 30035, May 24, 2006]

§ 570.203 Special economic development activities.

A recipient may use CDBG funds for special economic development activities in addition to other activities authorized in this subpart that may be carried out as part of an economic development project. Guidelines for selecting activities to assist under this paragraph are provided at § 570.209. The recipient must ensure that the appropriate level of public benefit will be derived pursuant to those guidelines before obligating funds under this authority. Special activities authorized under this section do not include assistance for the construction of new housing. Activities eligible under this section may include costs associated with project-specific assessment or remediation of known or suspected environmental contamination. Special economic development activities include:

(a) The acquisition, construction, reconstruction, rehabilitation or installation of commercial or industrial buildings, structures, and other real property equipment and improvements, including railroad spurs or similar extensions. Such activities may be carried out by the recipient or public or private nonprofit subrecipients.

(b) The provision of assistance to a private for-profit business, including, but not limited to, grants, loans, loan guarantees, interest supplements, technical assistance, and other forms of support, for any activity where the assistance is appropriate to carry out an economic development project, excluding those described as ineligible in § 570.207(a). In selecting businesses to assist under this authority, the recipient shall minimize, to the extent practicable, displacement of existing businesses and jobs in neighborhoods.

(c) Economic development services in connection with activities eligible under this section, including, but not limited to, outreach efforts to market available forms of assistance; screening of applicants; reviewing and underwriting applications for assistance; preparation of all necessary agreements; management of assisted activities; and the screening, referral, and placement of applicants for employment opportunities generated by CDBG-eligible economic development activities, including the costs of providing necessary training for persons filling those positions.

[53 FR 34439, Sept. 6, 1988, as amended at 60 FR 1944, Jan. 5, 1995; 71 FR 30035, May 24, 2006]

§ 570.204 Special activities by Community-Based Development Organizations (CBDOs).

(a) *Eligible activities.* The recipient may provide CDBG funds as grants or loans to any CBDO qualified under this section to carry out a neighborhood revitalization, community economic development, or energy conservation project. The funded project activities may include those listed as eligible under this subpart, and, except as described in paragraph (b) of this section, activities not otherwise listed as eligible under this subpart. For purposes of qualifying as a project under paragraphs (a)(1), (a)(2), and (a)(3) of this section, the funded activity or activities may be considered either alone or in concert with other project activities either being carried out or for which funding has been committed. For purposes of this section:

(1) Neighborhood revitalization project includes activities of sufficient size and scope to have an impact on the decline of a geographic location within the jurisdiction of a unit of general local government (but not the entire jurisdiction) designated in comprehensive plans, ordinances, or other local documents as a neighborhood, village, or similar geographical designation; or the entire jurisdiction of a unit of general local government which is under 25,000 population;

(2) Community economic development project includes activities that increase economic opportunity, principally for persons of low- and moderate-income, or that stimulate or retain businesses or permanent jobs, including projects that include one or more such activities that are clearly needed to address a lack of affordable housing accessible to existing or planned jobs and those activities specified at 24 CFR 91.1(a)(1)(iii); activities under this paragraph may include costs associated with project-specific assessment or remediation of known or suspected environmental contamination;

(3) Energy conservation project includes activities that address energy conservation, principally for the benefit of the residents of the recipient's jurisdiction; and

(4) To carry out a project means that the CBDO undertakes the funded activities directly or through contract with an entity other than the grantee, or through the provision of financial assistance for activities in which it retains a direct and controlling involvement and responsibilities.

(b) *Ineligible activities.* Notwithstanding that CBDOs may carry out activities that are not otherwise eligible under this subpart, this section does not authorize:

(1) Carrying out an activity described as ineligible in § 570.207(a);

(2) Carrying out public services that do not meet the requirements of § 570.201(e), except that:

(i) Services carried out under this section that are specifically designed to increase economic opportunities through job training and placement and other employment support services, including, but not limited to, peer support programs, counseling, child care, transportation, and other similar services; and

(ii) Services of any type carried out under this section pursuant to a strategy approved by HUD under the provisions of 24 CFR 91.215(e) shall not be subject to the limitations in § 570.201(e)(1) or (2), as applicable;

(3) Providing assistance to activities that would otherwise be eligible under § 570.203 that do not meet the requirements of § 570.209; or

(4) Carrying out an activity that would otherwise be eligible under § 570.205 or § 570.206, but that would result in the recipient's exceeding the spending limitation in § 570.200(g).

(c) *Eligible CBDOs.* (1) A CBDO qualifying under this section is an organization which has the following characteristics:

(i) Is an association or corporation organized under State or local law to engage in community development activities (which may include housing and economic development activities) primarily within an identified geographic area of operation within the jurisdiction of the recipient, or in the case of an urban county, the jurisdiction of the county; and

(ii) Has as its primary purpose the improvement of the physical, economic or social environment of its geographic area of operation by addressing one or more critical problems of the area, with particular attention to the needs of persons of low and moderate income; and

(iii) May be either non-profit or for-profit, provided any monetary profits to its shareholders or members must be only incidental to its operations; and

(iv) Maintains at least 51 percent of its governing body's membership for low- and moderate-income residents of its geographic area of operation, owners or senior officers of private establishments and other institutions located in and serving its geographic area of operation, or representatives of low- and moderate-income neighborhood organizations located in its geographic area of operation; and

(v) Is not an agency or instrumentality of the recipient and does not permit more than one-third of the membership of its governing body to be appointed by, or to consist of, elected or other public officials or employees or officials of an ineligible entity (even though such persons may be otherwise qualified under paragraph (c)(1)(iv) of this section); and

(vi) Except as otherwise authorized in paragraph (c)(1)(v) of this section, requires the members of its governing body to be nominated and approved by the general membership of the organization, or by its permanent governing body; and

(vii) Is not subject to requirements under which its assets revert to the recipient upon dissolution; and

(viii) Is free to contract for goods and services from vendors of its own choosing.

(2) A CBDO that does not meet the criteria in paragraph (c)(1) of this section may also qualify as an eligible entity under this section if it meets one of the following requirements:

(i) Is an entity organized pursuant to section 301(d) of the Small Business Investment Act of 1958 (15 U.S.C. 681(d)), including those which are profit making; or

(ii) Is an SBA approved Section 501 State Development Company or Section 502 Local Development Company, or an SBA Certified Section 503 Company under the Small Business Investment Act of 1958, as amended; or

(iii) Is a Community Housing Development Organization (CHDO) under 24 CFR 92.2, designated as a CHDO by the HOME Investment Partnerships program participating jurisdiction, with a geographic area of operation of no more than one neighborhood, and has received HOME funds under 24 CFR 92.300 or is expected to receive HOME funds as described in and documented in accordance with 24 CFR 92.300(e).

(3) A CBDO that does not qualify under paragraph (c)(1) or (2) of this section may also be determined to qualify as an eligible entity under this section if the recipient demonstrates to the satisfaction of HUD, through the provision of information regarding the organization's charter and by-laws, that the organization is sufficiently similar in purpose, function, and scope to those entities qualifying under paragraph (c)(1) or (2) of this section.

[60 FR 1944, Jan. 5, 1995, as amended at 71 FR 30035, May 24, 2006]

§ 570.205 Eligible planning, urban environmental design and policy-planning-management-capacity building activities.

(a) Planning activities which consist of all costs of data gathering, studies, analysis, and preparation of plans and the identification of actions that will implement such plans, including, but not limited to:

(1) Comprehensive plans;

(2) Community development plans;

(3) Functional plans, in areas such as:

(i) Housing, including the development of a consolidated plan;

(ii) Land use and urban environmental design;

(iii) Economic development;

(iv) Open space and recreation;

(v) Energy use and conservation;

(vi) Floodplain and wetlands management in accordance with the requirements of Executive Orders 11988 and 11990;

(vii) Transportation;

(viii) Utilities; and

(ix) Historic preservation.

(4) Other plans and studies such as:

(i) Small area and neighborhood plans;

(ii) Capital improvements programs;

(iii) Individual project plans (but excluding engineering and design costs related to a specific activity which are eligible as part of the cost of such activity under §§ 570.201-570.204);

(iv) The reasonable costs of general environmental, urban environmental design and historic preservation studies; and general environmental assessment- and remediation-oriented planning related to properties with known or suspected environmental contamination. However, costs necessary to comply with 24 CFR part 58, including project specific environmental assessments and clearances for activities eligible for assistance under this part, are eligible as part of the cost of such activities under §§ 570.201-570.204. Costs for such specific assessments and clearances may also be incurred under this paragraph but would then be considered planning costs for the purposes of § 570.200(g);

(v) Strategies and action programs to implement plans, including the development of codes, ordinances and regulations;

(vi) Support of clearinghouse functions, such as those specified in Executive Order 12372; and

(vii) Analysis of impediments to fair housing choice.

(viii) Developing an inventory of properties with known or suspected environmental contamination.

(5) [Reserved]

(6) Policy—planning—management—capacity building activities which will enable the recipient to:

(1) Determine its needs;

(2) Set long-term goals and short-term objectives, including those related to urban environmental design;

(3) Devise programs and activities to meet these goals and objectives;

(4) Evaluate the progress of such programs and activities in accomplishing these goals and objectives; and

(5) Carry out management, coordination and monitoring of activities necessary for effective planning implementation, but excluding the costs necessary to implement such plans.

[53 FR 34439, Sept. 6, 1988, as amended at 56 FR 56127, Oct. 31, 1991; 60 FR 1915, Jan. 5, 1995; 71 FR 30035, May 24, 2006]

§ 570.206 Program administrative costs.

Payment of reasonable administrative costs and carrying charges related to the planning and execution of community development activities assisted in whole or in part with funds provided under this part and, where applicable, housing activities (described in paragraph (g) of this section) covered in the recipient's housing assistance plan. This does not include staff and overhead costs directly related to carrying out activities eligible under § 570.201 through § 570.204, since those costs are eligible as part of such activities.

(a) *General management, oversight and coordination.* Reasonable costs of overall program management, coordination, monitoring, and evaluation. Such costs include, but are not necessarily limited to, necessary expenditures for the following:

(1) Salaries, wages, and related costs of the recipient's staff, the staff of local public agencies, or other staff engaged in program administration. In charging costs to this category the recipient may either include the entire salary, wages, and related costs allocable to the program of each person whose *primary* responsibilities with regard to the program involve program administration assignments, or the pro rata share of the salary, wages, and related costs of each person whose job includes *any* program administration assignments. The recipient may use only one of these methods during the program year (or the grant period for grants under subpart F). Program administration includes the following types of assignments:

(i) Providing local officials and citizens with information about the program;

(ii) Preparing program budgets and schedules, and amendments thereto;

(iii) Developing systems for assuring compliance with program requirements;

(iv) Developing interagency agreements and agreements with subrecipients and contractors to carry out program activities;

(v) Monitoring program activities for progress and compliance with program requirements;

(vi) Preparing reports and other documents related to the program for submission to HUD;

(vii) Coordinating the resolution of audit and monitoring findings;

(viii) Evaluating program results against stated objectives; and

(ix) Managing or supervising persons whose primary responsibilities with regard to the program include such assignments as those described in paragraph (a)(1)(i) through (viii) of this section.

(2) Travel costs incurred for official business in carrying out the program;

(3) Administrative services performed under third party contracts or agreements, including such services as general legal services, accounting services, and audit services; and

(4) Other costs for goods and services required for administration of the program, including such goods and services as rental or purchase of equipment, insurance, utilities, office supplies, and rental and maintenance (but not purchase) of office space.

(b) *Public information.* The provisions of information and other resources to residents and citizen organizations participating in the planning, implementation, or assessment of activities being assisted with CDBG funds.

(c) *Fair housing activities.* Provision of fair housing services designed to further the fair housing objectives of the Fair Housing Act (42 U.S.C. 3601-20) by making all persons, without regard to race, color, religion, sex, national origin, familial status or handicap, aware of the range of housing opportunities available to them; other fair housing enforcement, education, and outreach activities; and other activities designed to further the housing objective of avoiding undue concentrations of assisted persons in areas containing a high proportion of low and moderate income persons.

(d) [Reserved]

(e) *Indirect costs.* Indirect costs may be charged to the CDBG program under a cost allocation plan prepared in accordance with OMB Circular A-21, A-87, or A-122 as applicable.

(f) *Submission of applications for federal programs.* Preparation of documents required for submission to HUD to receive funds under the CDBG and UDAG programs. In addition, CDBG funds may be used to prepare applications for other Federal programs where the recipient determines that such activities are necessary or appropriate to achieve its community development objectives.

(g) *Administrative expenses to facilitate housing.* CDBG funds may be used for necessary administrative expenses in planning or obtaining financing for housing as follows: for entitlement recipients, assistance authorized by this paragraph is limited to units which are identified in the recipient's HUD approved housing assistance plan; for HUD-administered small cities recipients, assistance authorized by the paragraph is limited to facilitating the purchase or occupancy of existing units which are to be occupied by low and moderate income households, or the construction of rental or owner units where at least 20 percent of the units in each project will be occupied at affordable rents/costs by low and moderate income persons. Examples of eligible actions are as follows:

(1) The cost of conducting preliminary surveys and analysis of market needs;

(2) Site and utility plans, narrative descriptions of the proposed construction, preliminary cost estimates, urban design documentation, and "sketch drawings," but excluding architectural, engineering, and other details ordinarily required for construction purposes, such as structural, electrical, plumbing, and mechanical details;

(3) Reasonable costs associated with development of applications for mortgage and insured loan commitments, including commitment fees, and of applications and proposals under the Section 8 Housing Assistance Payments Program pursuant to 24 CFR parts 880-883;

(4) Fees associated with processing of applications for mortgage or insured loan commitments under programs including those administered by HUD, Farmers Home Administration (FmHA), Federal National Mortgage Association (FNMA), and the Government National Mortgage Association (GNMA);

(5) The cost of issuance and administration of mortgage revenue bonds used to finance the acquisition, rehabilitation or construction of housing, but excluding costs associated with the payment or guarantee of the principal or interest on such bonds; and

(6) Special outreach activities which result in greater landlord participation in Section 8 Housing Assistance Payments Program-Existing Housing or similar programs for low and moderate income persons.

(h) *Section 17 of the United States Housing Act of 1937.* Reasonable costs equivalent to those described in paragraphs (a), (b), (e) and (f) of this section for overall program management of the Rental Rehabilitation and Housing Development programs authorized under section 17 of the United States Housing Act of 1937, whether or not such activities are otherwise assisted with funds provided under this part.

(i) Whether or not such activities are otherwise assisted by funds provided under this part, reasonable costs equivalent to those described in paragraphs (a), (b), (e), and (f) of this section for overall program management of:

(1) A Federally designated Empowerment Zone or Enterprise Community; and

(2) The HOME program under title II of the Cranston-Gonzalez National Affordable Housing Act (42 U.S.C. 12701 note).

[53 FR 34439, Sept. 6, 1988; 53 FR 41330, Oct. 21, 1988, as amended at 54 FR 37411, Sept. 8, 1989; 60 FR 56912, Nov. 9, 1995; 69 FR 32778, June 10, 2004]

§ 570.207 Ineligible activities.

The general rule is that any activity that is not authorized under the provisions of §§ 570.201-570.206 is ineligible to be assisted with CDBG funds. This section identifies specific activities that are ineligible and provides guidance in determining the eligibility of other activities frequently associated with housing and community development.

(a) The following activities may not be assisted with CDBG funds:

(1) *Buildings or portions thereof, used for the general conduct of government* as defined at § 570.3(d) cannot be assisted with CDBG funds. This does not include, however, the removal of architectural barriers under § 570.201(c) involving any such building. Also, where acquisition of real property includes an existing improvement which is to be used in the provision of a building for the general conduct of government, the portion of the acquisition cost attributable to the land is eligible, provided such acquisition meets a national objective described in § 570.208.

(2) *General government expenses.* Except as otherwise specifically authorized in this subpart or under OMB Circular A-87, expenses required to carry out the regular responsibilities of the unit of general local government are not eligible for assistance under this part.

(3) *Political activities.* CDBG funds shall not be used to finance the use of facilities or equipment for political purposes or to engage in other partisan political activities, such as candidate forums, voter transportation, or voter registration. However, a facility originally assisted with CDBG funds may be used

on an incidental basis to hold political meetings, candidate forums, or voter registration campaigns, provided that all parties and organizations have access to the facility on an equal basis, and are assessed equal rent or use charges, if any.

(b) The following activities may not be assisted with CDBG funds unless authorized under provisions of § 570.203 or as otherwise specifically noted herein or when carried out by an entity under the provisions of § 570.204.

(1) *Purchase of equipment.* The purchase of equipment with CDBG funds is generally ineligible.

(i) *Construction equipment.* The purchase of construction equipment is ineligible, but compensation for the use of such equipment through leasing, depreciation, or use allowances pursuant to OMB Circulars A-21, A-87 or A-122 as applicable for an otherwise eligible activity is an eligible use of CDBG funds. However, the purchase of construction equipment for use as part of a solid waste disposal facility is eligible under § 570.201(c).

(ii) *Fire protection equipment.* Fire protection equipment is considered for this purpose to be an integral part of a public facility and thus, purchase of such equipment would be eligible under § 570.201(c).

(iii) *Furnishings and personal property.* The purchase of equipment, fixtures, motor vehicles, furnishings, or other personal property not an integral structural fixture is generally ineligible. CDBG funds may be used, however, to purchase or to pay depreciation or use allowances (in accordance with OMB Circular A-21, A-87 or A-122, as applicable) for such items when necessary for use by a recipient or its subrecipients in the administration of activities assisted with CDBG funds, or when eligible as fire fighting equipment, or when such items constitute all or part of a public service pursuant to § 570.201(e).

(2) *Operating and maintenance expenses.* The general rule is that any expense associated with repairing, operating or maintaining public facilities, improvements and services is ineligible. Specific exceptions to this general rule are operating and maintenance expenses associated with public service activities, interim assistance, and office space for program staff employed in carrying out the CDBG program. For example, the use of CDBG funds to pay the allocable costs of operating and maintaining a facility used in providing a public service would be eligible under § 570.201(e), even if no other costs of providing such a service are assisted with such funds. Examples of ineligible operating and maintenance expenses are:

(i) Maintenance and repair of publicly owned streets, parks, playgrounds, water and sewer facilities, neighborhood facilities, senior centers, centers for persons with a disabilities, parking and other public facilities and improvements. Examples of maintenance and repair activities for which CDBG funds may not be used include the filling of pot holes in streets, repairing of cracks in sidewalks, the mowing of recreational areas, and the replacement of expended street light bulbs; and

(ii) Payment of salaries for staff, utility costs and similar expenses necessary for the operation of public works and facilities.

(3) *New housing construction.* For the purpose of this paragraph, activities in support of the development of low or moderate income housing including clearance, site assemblage, provision of site improvements and provision of public improvements and certain housing pre-construction costs set forth in § 570.206(g), are not considered as activities to subsidize or assist new residential construction. CDBG funds may not be used for the construction of new permanent residential structures or for any program to subsidize or assist such new construction, except:

(i) As provided under the last resort housing provisions set forth in 24 CFR part 42;

(ii) As authorized under § 570.201(m) or (n);

(iii) When carried out by an entity pursuant to § 570.204(a);

(4) *Income payments.* The general rule is that CDBG funds may not be used for income payments. For purposes of the CDBG program, "income payments" means a series of subsistence-type grant payments made to an individual or family for items such as food, clothing, housing (rent or mortgage), or utilities, but excludes emergency grant payments made over a period of up to three consecutive months to the provider of such items or services on behalf of an individual or family.

[53 FR 34439, Sept. 6, 1988; 53 FR 41330, Oct. 21, 1988, as amended at 60 FR 1945, Jan. 5, 1995; 60 FR 56912, Nov. 9, 1995; 65 FR 70215, Nov. 21, 2000]

§ 570.208 Criteria for national objectives.

The following criteria shall be used to determine whether a CDBG-assisted activity complies with one or more of the national objectives as required under § 570.200(a)(2):

(a) *Activities benefiting low- and moderate-income persons.* Activities meeting the criteria in paragraph (a)(1), (2), (3), or (4) of this section as applicable, will be considered to benefit low and moderate income persons unless there is substantial evidence to the contrary. In assessing any such evidence, the full range of direct effects of the assisted activity will be considered. (The recipient shall appropriately ensure that activities that meet these criteria do not benefit moderate income persons to the exclusion of low income persons.)

(1) *Area benefit activities.* (i) An activity, the benefits of which are available to all the residents in a particular area, where at least 51 percent of the residents are low and moderate income persons. Such an area need not be coterminous with census tracts or other officially recognized boundaries but must be the entire area served by the activity. An activity that serves an area that is not primarily residential in character shall not qualify under this criterion.

(ii) For metropolitan cities and urban counties, an activity that would otherwise qualify under § 570.208(a)(1)(i), except that the area served contains less than 51 percent low- and moderate-income residents, will also be considered to meet the objective of benefiting low- and moderate-income persons where the proportion of such persons in the area is within the highest quartile of all areas in the recipient's jurisdiction in terms of the degree of concentration of such persons. This exception is inapplicable to non-entitlement CDBG grants in Hawaii. In applying this exception, HUD will determine the lowest proportion a recipient may use to qualify an area for this purpose, as follows:

(A) All census block groups in the recipient's jurisdiction shall be rank ordered from the block group of highest proportion of low and moderate income persons to the block group with the lowest. For urban counties, the rank ordering shall cover the entire area constituting the urban county and shall not be done separately for each participating unit of general local government.

(B) In any case where the total number of a recipient's block groups does not divide evenly by four, the block group which would be fractionally divided between the highest and second quartiles shall be considered to be part of the highest quartile.

(C) The proportion of low and moderate income persons in the last census block group in the highest quartile shall be identified. Any service area located within the recipient's jurisdiction and having a proportion of low and moderate income persons at or above this level shall be considered to be within the highest quartile.

(D) If block group data are not available for the entire jurisdiction, other data acceptable to the Secretary may be used in the above calculations.

(iii) An activity to develop, establish, and operate for up to two years after the establishment of, a uniform emergency telephone number system serving an area having less than the percentage of low- and moderate-income residents required under paragraph (a)(1)(i) of this section or (as applicable) paragraph (a)(1)(ii) of

this section, provided the recipient obtains prior HUD approval. To obtain such approval, the recipient must:

(A) Demonstrate that the system will contribute significantly to the safety of the residents of the area. The request for approval must include a list of the emergency services that will participate in the emergency telephone number system;

(B) Submit information that serves as a basis for HUD to determine whether at least 51 percent of the use of the system will be by low- and moderate-income persons. As available, the recipient must provide information that identifies the total number of calls actually received over the preceding 12-month period for each of the emergency services to be covered by the emergency telephone number system and relates those calls to the geographic segment (expressed as nearly as possible in terms of census tracts, block numbering areas, block groups, or combinations thereof that are contained within the segment) of the service area from which the calls were generated. In analyzing this data to meet the requirements of this section, HUD will assume that the distribution of income among the callers generally reflects the income characteristics of the general population residing in the same geographic area where the callers reside. If HUD can conclude that the users have primarily consisted of low- and moderate-income persons, no further submission is needed by the recipient. If a recipient plans to make other submissions for this purpose, it may request that HUD review its planned methodology before expending the effort to acquire the information it expects to use to make its case;

(C) Demonstrate that other Federal funds received by the recipient are insufficient or unavailable for a uniform emergency telephone number system. For this purpose, the recipient must submit a statement explaining whether the lack of funds is due to the insufficiency of the amount of the available funds, restrictions on the use of such funds, or the prior commitment of funds by the recipient for other purposes; and

(D) Demonstrate that the percentage of the total costs of the system paid for by CDBG funds does not exceed the percentage of low- and moderate-income persons in the service area of the system. For this purpose, the recipient must include a description of the boundaries of the service area of the emergency telephone number system, the census divisions that fall within the boundaries of the service area (census tracts or block numbering areas), the total number of persons and the total number of low- and moderate-income persons within each census division, the percentage of low- and moderate-income persons within the service area, and the total cost of the system.

(iv) An activity for which the assistance to a public improvement that provides benefits to all the residents of an area is limited to paying special assessments (as defined in § 570.200(c)) levied against residential properties owned and occupied by persons of low and moderate income.

(v) For purposes of determining qualification under this criterion, activities of the same type that serve different areas will be considered separately on the basis of their individual service area.

(vi) In determining whether there is a sufficiently large percentage of low- and moderate-income persons residing in the area served by an activity to qualify under paragraph (a)(1) (i), (ii), or (vii) of this section, the most recently available decennial census information must be used to the fullest extent feasible, together with the section 8 income limits that would have applied at the time the income information was collected by the Census Bureau. Recipients that believe that the census data does not reflect current relative income levels in an area, or where census boundaries do not coincide sufficiently well with the service area of an activity, may conduct (or have conducted) a current survey of the residents of the area to determine the percent of such persons that are low and moderate income. HUD will accept information obtained through such surveys, to be used in lieu of the decennial census data, where it determines that the survey was conducted in such a manner that the results meet standards of statistical reliability that are comparable to that of the decennial census data for areas of similar size. Where there is substantial evidence that provides a clear basis to believe that the use of the decennial census data would substantially overstate the proportion of persons residing there that are low and moderate income, HUD may require that the recipient rebut such evidence in order to demonstrate compliance with section 105(c)(2) of the Act.

(vii) Activities meeting the requirements of paragraph (d)(5)(i) of this section may be considered to qualify under this paragraph, provided that the area covered by the strategy is either a Federally-designated Empowerment Zone or Enterprise Community or primarily residential and contains a percentage of low- and moderate-income residents that is no less than the percentage computed by HUD pursuant to paragraph (a)(1)(ii) of this section or 70 percent, whichever is less, but in no event less than 51 percent. Activities meeting the requirements of paragraph (d)(6)(i) of this section may also be considered to qualify under paragraph (a)(1) of this section.

(2) *Limited clientele activities.* (i) An activity which benefits a limited clientele, at least 51 percent of whom are low- or moderate-income persons. (The following kinds of activities may not qualify under paragraph (a)(2) of this section: activities, the benefits of which are available to all the residents of an area; activities involving the acquisition, construction or rehabilitation of property for housing; or activities where the benefit to low- and moderate-income persons to be considered is the creation or retention of jobs, except as provided in paragraph (a)(2)(iv) of this section.) To qualify under paragraph (a)(2) of this section, the activity must meet one of the following tests:

(A) Benefit a clientele who are generally presumed to be principally low and moderate income persons. Activities that exclusively serve a group of persons in any one or a combination of the following categories may be presumed to benefit persons, 51 percent of whom are low- and moderate-income: abused children, battered spouses, elderly persons, adults meeting the Bureau of the Census' Current Population Reports definition of "severely disabled," homeless persons, illiterate adults, persons living with AIDS, and migrant farm workers; or

(B) Require information on family size and income so that it is evident that at least 51 percent of the clientele are persons whose family income does not exceed the low and moderate income limit; or

(C) Have income eligibility requirements which limit the activity exclusively to low and moderate income persons; or

(D) Be of such nature and be in such location that it may be concluded that the activity's clientele will primarily be low and moderate income persons.

(ii) An activity that serves to remove material or architectural barriers to the mobility or accessibility of elderly persons or of adults meeting the Bureau of the Census' Current Population Reports definition of "severely disabled" will be presumed to qualify under this criterion if it is restricted, to the extent practicable, to the removal of such barriers by assisting:

(A) The reconstruction of a public facility or improvement, or portion thereof, that does not qualify under paragraph (a)(1) of this section;

(B) The rehabilitation of a privately owned nonresidential building or improvement that does not qualify under paragraph (a)(1) or (4) of this section; or

(C) The rehabilitation of the common areas of a residential structure that contains more than one dwelling unit and that does not qualify under paragraph (a)(3) of this section.

(iii) A microenterprise assistance activity carried out in accordance with the provisions of § 570.201(o) with respect to those owners of microenterprises and persons developing microenterprises assisted under the activity during each program year who are low- and moderate-income persons. For purposes of this paragraph, persons determined to be low and moderate income may be presumed to continue to qualify as such for up to a three-year period.

(iv) An activity designed to provide job training and placement and/or other employment support services, including, but not limited to, peer support programs, counseling, child care, transportation, and other similar services, in which the percentage of low- and moderate-income persons assisted is less than 51 percent may qualify under this paragraph in the following limited circumstance:

(A) In such cases where such training or provision of supportive services assists business(es), the only use of CDBG assistance for the project is to provide the job training and/or supportive services; and

(B) The proportion of the total cost of the project borne by CDBG funds is no greater than the proportion of the total number of persons assisted who are low or moderate income.

(3) *Housing activities.* An eligible activity carried out for the purpose of providing or improving permanent residential structures which, upon completion, will be occupied by low- and moderate-income households. This would include, but not necessarily be limited to, the acquisition or rehabilitation of property by the recipient, a subrecipient, a developer, an individual homebuyer, or an individual homeowner; conversion of nonresidential structures; and new housing construction. If the structure contains two dwelling units, at least one must be so occupied, and if the structure contains more than two dwelling units, at least 51 percent of the units must be so occupied. Where two or more rental buildings being assisted are or will be located on the same or contiguous properties, and the buildings will be under common ownership and management, the grouped buildings may be considered for this purpose as a single structure. Where housing activities being assisted meet the requirements of paragraph § 570.208 (d)(5)(ii) or (d)(6)(ii) of this section, all such housing may also be considered for this purpose as a single structure. For rental housing, occupancy by low and moderate income households must be at affordable rents to qualify under this criterion. The recipient shall adopt and make public its standards for determining "affordable rents" for this purpose. The following shall also qualify under this criterion:

(i) When less than 51 percent of the units in a structure will be occupied by low and moderate income households, CDBG assistance may be provided in the following limited circumstances:

(A) The assistance is for an eligible activity to reduce the development cost of the new construction of a multifamily, non-elderly rental housing project;

(B) Not less than 20 percent of the units will be occupied by low and moderate income households at affordable rents; and

(C) The proportion of the total cost of developing the project to be borne by CDBG funds is no greater than the proportion of units in the project that will be occupied by low and moderate income households.

(ii) When CDBG funds are used to assist rehabilitation eligible under § 570.202(b)(9) or (10) in direct support of the recipient's Rental Rehabilitation program authorized under 24 CFR part 511, such funds shall be considered to benefit low and moderate income persons where not less than 51 percent of the units assisted, or to be assisted, by the recipient's Rental Rehabilitation program overall are for low and moderate income persons.

(iii) When CDBG funds are used for housing services eligible under § 570.201(k), such funds shall be considered to benefit low- and moderate-income persons if the housing units for which the services are provided are HOME-assisted and the requirements at 24 CFR 92.252 or 92.254 are met.

(4) *Job creation or retention activities.* An activity designed to create or retain permanent jobs where at least 51 percent of the jobs, computed on a full time equivalent basis, involve the employment of low- and moderate-income persons. To qualify under this paragraph, the activity must meet the following criteria:

(i) For an activity that creates jobs, the recipient must document that at least 51 percent of the jobs will be held by, or will be available to, low- and moderate-income persons.

(ii) For an activity that retains jobs, the recipient must document that the jobs would actually be lost without the CDBG assistance and that either or both of the following conditions apply with respect to at least 51 percent of the jobs at the time the CDBG assistance is provided:

(A) The job is known to be held by a low- or moderate-income person; or

(B) The job can reasonably be expected to turn over within the following two years and that steps will be taken to ensure that it will be filled by, or made available to, a low- or moderate-income person upon turnover.

(iii) Jobs that are not held or filled by a low- or moderate-income person may be considered to be available to low- and moderate-income persons for these purposes only if:

(A) Special skills that can only be acquired with substantial training or work experience or education beyond high school are not a prerequisite to fill such jobs, or the business agrees to hire unqualified persons and provide training; and

(B) The recipient and the assisted business take actions to ensure that low- and moderate-income persons receive first consideration for filling such jobs.

(iv) For purposes of determining whether a job is held by or made available to a low- or moderate-income person, the person may be presumed to be a low- or moderate-income person if:

(A) He/she resides within a census tract (or block numbering area) that either:

(*1*) Meets the requirements of paragraph (a)(4)(v) of this section; or

(*2*) Has at least 70 percent of its residents who are low- and moderate-income persons; or

(B) The assisted business is located within a census tract (or block numbering area) that meets the requirements of paragraph (a)(4)(v) of this section and the job under consideration is to be located within that census tract.

(v) A census tract (or block numbering area) qualifies for the presumptions permitted under paragraphs (a)(4)(iv)(A)(*1*) and (B) of this section if it is either part of a Federally-designated Empowerment Zone or Enterprise Community or meets the following criteria:

(A) It has a poverty rate of at least 20 percent as determined by the most recently available decennial census information;

(B) It does not include any portion of a central business district, as this term is used in the most recent Census of Retail Trade, unless the tract has a poverty rate of at least 30 percent as determined by the most recently available decennial census information; and

(C) It evidences pervasive poverty and general distress by meeting at least one of the following standards:

(*1*) All block groups in the census tract have poverty rates of at least 20 percent;

(*2*) The specific activity being undertaken is located in a block group that has a poverty rate of at least 20 percent; or

(*3*) Upon the written request of the recipient, HUD determines that the census tract exhibits other objectively determinable signs of general distress such as high incidence of crime, narcotics use, homelessness, abandoned housing, and deteriorated infrastructure or substantial population decline.

(vi) As a general rule, each assisted business shall be considered to be a separate activity for purposes of determining whether the activity qualifies under this paragraph, except:

(A) In certain cases such as where CDBG funds are used to acquire, develop or improve a real property (e.g., a business incubator or an industrial park) the requirement may be met by measuring jobs in the

aggregate for all the businesses which locate on the property, provided such businesses are not otherwise assisted by CDBG funds.

(B) Where CDBG funds are used to pay for the staff and overhead costs of an entity making loans to businesses exclusively from non-CDBG funds, this requirement may be met by aggregating the jobs created by all of the businesses receiving loans during each program year.

(C) Where CDBG funds are used by a recipient or subrecipient to provide technical assistance to businesses, this requirement may be met by aggregating the jobs created or retained by all of the businesses receiving technical assistance during each program year.

(D) Where CDBG funds are used for activities meeting the criteria listed at § 570.209(b)(2)(v), this requirement may be met by aggregating the jobs created or retained by all businesses for which CDBG assistance is obligated for such activities during the program year, except as provided at paragraph (d)(7) of this section.

(E) Where CDBG funds are used by a Community Development Financial Institution to carry out activities for the purpose of creating or retaining jobs, this requirement may be met by aggregating the jobs created or retained by all businesses for which CDBG assistance is obligated for such activities during the program year, except as provided at paragraph (d)(7) of this section.

(F) Where CDBG funds are used for public facilities or improvements which will result in the creation or retention of jobs by more than one business, this requirement may be met by aggregating the jobs created or retained by all such businesses as a result of the public facility or improvement.

(*1*) Where the public facility or improvement is undertaken principally for the benefit of one or more particular businesses, but where other businesses might also benefit from the assisted activity, the requirement may be met by aggregating only the jobs created or retained by those businesses for which the facility/improvement is principally undertaken, provided that the cost (in CDBG funds) for the facility/improvement is less than $10,000 per permanent full-time equivalent job to be created or retained by those businesses.

(*2*) In any case where the cost per job to be created or retained (as determined under paragraph (a)(4)(vi)(F)(*1*) of this section) is $10,000 or more, the requirement must be met by aggregating the jobs created or retained as a result of the public facility or improvement by all businesses in the service area of the facility/improvement. This aggregation must include businesses which, as a result of the public facility/improvement, locate or expand in the service area of the facility/improvement between the date the recipient identifies the activity in its action plan under part 91 of this title and the date one year after the physical completion of the facility/improvement. In addition, the assisted activity must comply with the public benefit standards at § 570.209(b).

(b) *Activities which aid in the prevention or elimination of slums or blight.* Activities meeting one or more of the following criteria, in the absence of substantial evidence to the contrary, will be considered to aid in the prevention or elimination of slums or blight:

(1) *Activities to address slums or blight on an area basis.* An activity will be considered to address prevention or elimination of slums or blight in an area if:

(i) The area, delineated by the recipient, meets a definition of a slum, blighted, deteriorated or deteriorating area under State or local law;

(ii) The area also meets the conditions in either paragraph (A) or (B):

(A) At least 25 percent of properties throughout the area experience one or more of the following conditions:

(*1*) Physical deterioration of buildings or improvements;

(*2*) Abandonment of properties;

(*3*) Chronic high occupancy turnover rates or chronic high vacancy rates in commercial or industrial buildings;

(*4*) Significant declines in property values or abnormally low property values relative to other areas in the community; or

(*5*) Known or suspected environmental contamination.

(B) The public improvements throughout the area are in a general state of deterioration.

(iii) Documentation is to be maintained by the recipient on the boundaries of the area and the conditions and standards used that qualified the area at the time of its designation. The recipient shall establish definitions of the conditions listed at § 570.208(b)(1)(ii)(A), and maintain records to substantiate how the area met the slums or blighted criteria. The designation of an area as slum or blighted under this section is required to be redetermined every 10 years for continued qualification. Documentation must be retained pursuant to the recordkeeping requirements contained at § 570.506 (b)(8)(ii).

(iv) The assisted activity addresses one or more of the conditions which contributed to the deterioration of the area. Rehabilitation of residential buildings carried out in an area meeting the above requirements will be considered to address the area's deterioration only where each such building rehabilitated is considered substandard under local definition before rehabilitation, and all deficiencies making a building substandard have been eliminated if less critical work on the building is undertaken. At a minimum, the local definition for this purpose must be such that buildings that it would render substandard would also fail to meet the housing quality standards for the Section 8 Housing Assistance Payments Program-Existing Housing (24 CFR 882.109).

(2) *Activities to address slums or blight on a spot basis.* The following activities may be undertaken on a spot basis to eliminate specific conditions of blight, physical decay, or environmental contamination that are not located in a slum or blighted area: acquisition; clearance; relocation; historic preservation; remediation of environmentally contaminated properties; or rehabilitation of buildings or improvements. However, rehabilitation must be limited to eliminating those conditions that are detrimental to public health and safety. If acquisition or relocation is undertaken, it must be a precursor to another eligible activity (funded with CDBG or other resources) that directly eliminates the specific conditions of blight or physical decay, or environmental contamination.

(3) *Activities to address slums or blight in an urban renewal area.* An activity will be considered to address prevention or elimination of slums or blight in an urban renewal area if the activity is:

(i) Located within an urban renewal project area or Neighborhood Development Program (NDP) action area; i.e., an area in which funded activities were authorized under an urban renewal Loan and Grant Agreement or an annual NDP Funding Agreement, pursuant to title I of the Housing Act of 1949; and

(ii) Necessary to complete the urban renewal plan, as then in effect, including *initial* land redevelopment permitted by the plan.

NOTE: Despite the restrictions in (b) (1) and (2) of this section, any rehabilitation activity which benefits low and moderate income persons pursuant to paragraph (a)(3) of this section can be undertaken without regard to the area in which it is located or the extent or nature of rehabilitation assisted.

(c) *Activities designed to meet community development needs having a particular urgency.* In the absence of substantial evidence to the contrary, an activity will be considered to address this objective if the

recipient certifies that the activity is designed to alleviate existing conditions which pose a serious and immediate threat to the health or welfare of the community which are of recent origin or which recently became urgent, that the recipient is unable to finance the activity on its own, and that other sources of funding are not available. A condition will generally be considered to be of recent origin if it developed or became critical within 18 months preceding the certification by the recipient.

(d) *Additional criteria.* (1) Where the assisted activity is acquisition of real property, a preliminary determination of whether the activity addresses a national objective may be based on the planned use of the property after acquisition. A final determination shall be based on the actual use of the property, excluding any short-term, temporary use. Where the acquisition is for the purpose of clearance which will eliminate specific conditions of blight or physical decay, the clearance activity shall be considered the actual use of the property. However, any subsequent use or disposition of the cleared property shall be treated as a "change of use" under § 570.505.

(2) Where the assisted activity is relocation assistance that the recipient is required to provide, such relocation assistance shall be considered to address the same national objective as is addressed by the displacing activity. Where the relocation assistance is voluntary on the part of the grantee the recipient may qualify the assistance either on the basis of the national objective addressed by the displacing activity or on the basis that the recipients of the relocation assistance are low and moderate income persons.

(3) In any case where the activity undertaken for the purpose of creating or retaining jobs is a public improvement and the area served is primarily residential, the activity must meet the requirements of paragraph (a)(1) of this section as well as those of paragraph (a)(4) of this section in order to qualify as benefiting low and moderate income persons.

(4) CDBG funds expended for planning and administrative costs under § 570.205 and § 570.206 will be considered to address the national objectives.

(5) Where the grantee has elected to prepare an area revitalization strategy pursuant to the authority of § 91.215(e) of this title and HUD has approved the strategy, the grantee may also elect the following options:

(i) Activities undertaken pursuant to the strategy for the purpose of creating or retaining jobs may, at the option of the grantee, be considered to meet the requirements of this paragraph under the criteria at paragraph (a)(1)(vii) of this section in lieu of the criteria at paragraph (a)(4) of this section; and

(ii) All housing activities in the area for which, pursuant to the strategy, CDBG assistance is obligated during the program year may be considered to be a single structure for purposes of applying the criteria at paragraph (a)(3) of this section.

(6) Where CDBG-assisted activities are carried out by a Community Development Financial Institution whose charter limits its investment area to a primarily residential area consisting of at least 51 percent low- and moderate-income persons, the grantee may also elect the following options:

(i) Activities carried out by the Community Development Financial Institution for the purpose of creating or retaining jobs may, at the option of the grantee, be considered to meet the requirements of this paragraph under the criteria at paragraph (a)(1)(vii) of this section in lieu of the criteria at paragraph (a)(4) of this section; and

(ii) All housing activities for which the Community Development Financial Institution obligates CDBG assistance during the program year may be considered to be a single structure for purposes of applying the criteria at paragraph (a)(3) of this section.

(7) Where an activity meeting the criteria at § 570.209(b)(2)(v) may also meet the requirements of either paragraph (d)(5)(i) or (d)(6)(i) of this section, the grantee may elect to qualify the activity under either the area benefit criteria at paragraph (a)(1)(vii) of this section or the job aggregation criteria at paragraph

(a)(4)(vi)(D) of this section, but not both. Where an activity may meet the job aggregation criteria at both paragraphs (a)(4)(vi)(D) and (E) of this section, the grantee may elect to qualify the activity under either criterion, but not both.

[53 FR 34439, Sept. 6, 1988; 53 FR 41330, Oct. 21, 1988, as amended at 60 FR 1945, Jan. 5, 1995; 60 FR 17445, Apr. 6, 1995; 60 FR 56912, Nov. 9, 1995; 61 FR 18674, Apr. 29, 1996; 71 FR 30035, May 24, 2006; 72 FR 46370, Aug. 17, 2007]

§ 570.209 Guidelines for evaluating and selecting economic development projects.

The following guidelines are provided to assist the recipient to evaluate and select activities to be carried out for economic development purposes. Specifically, these guidelines are applicable to activities that are eligible for CDBG assistance under § 570.203. These guidelines also apply to activities carried out under the authority of § 570.204 that would otherwise be eligible under § 570.203, were it not for the involvement of a Community-Based Development Organization (CBDO). (This would include activities where a CBDO makes loans to for-profit businesses.) These guidelines are composed of two components: guidelines for evaluating project costs and financial requirements; and standards for evaluating public benefit. The standards for evaluating public benefit are *mandatory*, but the guidelines for evaluating projects costs and financial requirements are not.

(a) *Guidelines and objectives for evaluating project costs and financial requirements.* HUD has developed guidelines that are designed to provide the recipient with a framework for financially underwriting and selecting CDBG-assisted economic development projects which are financially viable and will make the most effective use of the CDBG funds. These guidelines, also referred to as the underwriting guidelines, are published as appendix A to this part. The use of the underwriting guidelines published by HUD is not mandatory. However, grantees electing not to use these guidelines would be expected to conduct basic financial underwriting prior to the provision of CDBG financial assistance to a for-profit business. Where appropriate, HUD's underwriting guidelines recognize that different levels of review are appropriate to take into account differences in the size and scope of a proposed project, and in the case of a microenterprise or other small business to take into account the differences in the capacity and level of sophistication among businesses of differing sizes. Recipients are encouraged, when they develop their own programs and underwriting criteria, to also take these factors into account. The objectives of the underwriting guidelines are to ensure:

(1) That project costs are reasonable;

(2) That all sources of project financing are committed;

(3) That to the extent practicable, CDBG funds are not substituted for non-Federal financial support;

(4) That the project is financially feasible;

(5) That to the extent practicable, the return on the owner's equity investment will not be unreasonably high; and

(6) That to the extent practicable, CDBG funds are disbursed on a pro rata basis with other finances provided to the project.

(b) *Standards for evaluating public benefit.* The grantee is responsible for making sure that at least a minimum level of public benefit is obtained from the expenditure of CDBG funds under the categories of eligibility governed by these guidelines. The standards set forth below identify the types of public benefit that will be recognized for this purpose and the minimum level of each that must be obtained for the amount of CDBG funds used. Unlike the guidelines for project costs and financial requirements covered under paragraph (a) of this section, the use of the standards for public benefit is mandatory. Certain public

facilities and improvements eligible under § 570.201(c) of the regulations, which are undertaken for economic development purposes, are also subject to these standards, as specified in § 570.208(a)(4)(vi)(F)(*2*).

(1) *Standards for activities in the aggregate.* Activities covered by these guidelines must, in the aggregate, either:

(i) Create or retain at least one full-time equivalent, permanent job per $35,000 of CDBG funds used; or

(ii) Provide goods or services to residents of an area, such that the number of low- and moderate-income persons residing in the areas served by the assisted businesses amounts to at least one low- and moderate-income person per $350 of CDBG funds used.

(2) *Applying the aggregate standards.* (i) A metropolitan city, an urban county, a non-entitlement CDBG grantee in Hawaii, or an Insular Area shall apply the aggregate standards under paragraph (b)(1) of this section to all applicable activities for which CDBG funds are first obligated within each single CDBG program year, without regard to the source year of the funds used for the activities. For Insular Areas, the preceding sentence applies to grants received in program years after Fiscal Year 2004. A grantee under the HUD-administered Small Cities Program, or Insular Areas CDBG grants prior to Fiscal Year 2005, shall apply the aggregate standards under paragraph (b)(1) of this section to all funds obligated for applicable activities from a given grant; program income obligated for applicable activities will, for these purposes, be aggregated with the most recent open grant. For any time period in which a community has no open HUD-administered or Insular Areas grants, the aggregate standards shall be applied to all applicable activities for which program income is obligated during that period.

(ii) The grantee shall apply the aggregate standards to the number of jobs to be created/retained, or to the number of persons residing in the area served (as applicable), as determined at the time funds are obligated to activities.

(iii) Where an activity is expected both to create or retain jobs and to provide goods or services to residents of an area, the grantee may elect to count the activity under either the jobs standard or the area residents standard, but not both.

(iv) Where CDBG assistance for an activity is limited to job training and placement and/or other employment support services, the jobs assisted with CDBG funds shall be considered to be created or retained jobs for the purposes of applying the aggregate standards.

(v) Any activity subject to these guidelines which meets one or more of the following criteria may, at the grantee's option, be excluded from the aggregate standards described in paragraph (b)(1) of this section:

(A) Provides jobs exclusively for unemployed persons or participants in one or more of the following programs:

(*1*) Jobs Training Partnership Act (JTPA);

(*2*) Jobs Opportunities for Basic Skills (JOBS); or

(*3*) Aid to Families with Dependent Children (AFDC);

(B) Provides jobs predominantly for residents of Public and Indian Housing units;

(C) Provides jobs predominantly for homeless persons;

(D) Provides jobs predominantly for low-skilled, low- and moderate-income persons, where the business agrees to provide clear opportunities for promotion and economic advancement, such as through the provision of training;

(E) Provides jobs predominantly for persons residing within a census tract (or block numbering area) that has at least 20 percent of its residents who are in poverty;

(F) Provides assistance to business(es) that operate(s) within a census tract (or block numbering area) that has at least 20 percent of its residents who are in poverty;

(G) Stabilizes or revitalizes a neighborhood that has at least 70 percent of its residents who are low- and moderate-income;

(H) Provides assistance to a Community Development Financial Institution that serve an area that is predominantly low- and moderate-income persons;

(I) Provides assistance to a Community-Based Development Organization serving a neighborhood that has at least 70 percent of its residents who are low- and moderate-income;

(J) Provides employment opportunities that are an integral component of a project designed to promote spatial deconcentration of low- and moderate-income and minority persons;

(K) With prior HUD approval, provides substantial benefit to low-income persons through other innovative approaches;

(L) Provides services to the residents of an area pursuant to a strategy approved by HUD under the provisions of § 91.215(e) of this title;

(M) Creates or retains jobs through businesses assisted in an area pursuant to a strategy approved by HUD under the provisions of § 91.215(e) of this title.

(N) Directly involves the economic development or redevelopment of environmentally contaminated properties.

(3) *Standards for individual activities.* Any activity subject to these guidelines which falls into one or more of the following categories will be considered by HUD to provide insufficient public benefit, and therefore may under no circumstances be assisted with CDBG funds:

(i) The amount of CDBG assistance exceeds either of the following, as applicable:

(A) $50,000 per full-time equivalent, permanent job created or retained; or

(B) $1,000 per low- and moderate-income person to which goods or services are provided by the activity.

(ii) The activity consists of or includes any of the following:

(A) General promotion of the community as a whole (as opposed to the promotion of specific areas and programs);

(B) Assistance to professional sports teams;

(C) Assistance to privately-owned recreational facilities that serve a predominantly higher-income clientele, where the recreational benefit to users or members clearly outweighs employment or other benefits to low- and moderate-income persons;

(D) Acquisition of land for which the specific proposed use has not yet been identified; and

(E) Assistance to a for-profit business while that business or any other business owned by the same person(s) or entity(ies) is the subject of unresolved findings of noncompliance relating to previous CDBG assistance provided by the recipient.

(4) *Applying the individual activity standards.* (i) Where an activity is expected both to create or retain jobs and to provide goods or services to residents of an area, it will be disqualified only if the amount of CDBG assistance exceeds both of the amounts in paragraph (b)(3)(i) of this section.

(ii) The individual activity standards in paragraph (b)(3)(i) of this section shall be applied to the number of jobs to be created or retained, or to the number of persons residing in the area served (as applicable), as determined at the time funds are obligated to activities.

(iii) Where CDBG assistance for an activity is limited to job training and placement and/or other employment support services, the jobs assisted with CDBG funds shall be considered to be created or retained jobs for the purposes of applying the individual activity standards in paragraph (b)(3)(i) of this section.

(c) *Amendments to economic development projects after review determinations.* If, after the grantee enters into a contract to provide assistance to a project, the scope or financial elements of the project change to the extent that a significant contract amendment is appropriate, the project should be reevaluated under these and the recipient's guidelines. (This would include, for example, situations where the business requests a change in the amount or terms of assistance being provided, or an extension to the loan payment period required in the contract.) If a reevaluation of the project indicates that the financial elements and public benefit to be derived have also substantially changed, then the recipient should make appropriate adjustments in the amount, type, terms or conditions of CDBG assistance which has been offered, to reflect the impact of the substantial change. (For example, if a change in the project elements results in a substantial reduction of the total project costs, it may be appropriate for the recipient to reduce the amount of total CDBG assistance.) If the amount of CDBG assistance provided to the project is increased, the amended project must still comply with the public benefit standards under paragraph (b) of this section.

(d) *Documentation.* The grantee must maintain sufficient records to demonstrate the level of public benefit, based on the above standards, that is actually achieved upon completion of the CDBG-assisted economic development activity(ies) and how that compares to the level of such benefit anticipated when the CDBG assistance was obligated. If the grantee's actual results show a pattern of substantial variation from anticipated results, the grantee is expected to take all actions reasonably within its control to improve the accuracy of its projections. If the actual results demonstrate that the recipient has failed the public benefit standards, HUD may require the recipient to meet more stringent standards in future years as appropriate.

[60 FR 1947, Jan. 5, 1995, as amended at 60 FR 17445, Apr. 6, 1995; 71 FR 30035, May 24, 2006; 72 FR 12535, Mar. 15, 2007; 72 FR 46370, Aug. 17, 2007]

§ 570.210 Prohibition on use of assistance for employment relocation activities.

(a) *Prohibition.* CDBG funds may not be used to directly assist a business, including a business expansion, in the relocation of a plant, facility, or operation from one LMA to another LMA if the relocation is likely to result in a significant loss of jobs in the LMA from which the relocation occurs.

(b) *Definitions.* The following definitions apply to this section:

(1) *Directly assist.* Directly assist means the provision of CDBG funds for activities pursuant to:

(i) § 570.203(b); or

(ii) §§ 570.201(a)-(d), 570.201(l), 570.203(a), or § 570.204 when the grantee, subrecipient, or, in the case of an activity carried out pursuant to § 570.204, a Community Based Development Organization (CDBO) enters into an agreement with a business to undertake one or more of these activities as a condition of the business relocating a facility, plant, or operation to the grantee's LMA. Provision of public facilities and indirect assistance that will provide benefit to multiple businesses does not fall under the definition of "directly assist," unless it includes the provision of infrastructure to aid a specific business that is the subject of an agreement with the specific assisted business.

(2) *Labor market area (LMA).* For metropolitan areas, an LMA is an area defined as such by the BLS. An LMA is an economically integrated geographic area within which individuals can live and find employment within a reasonable distance or can readily change employment without changing their place of residence. In addition, LMAs are nonoverlapping and geographically exhaustive. For metropolitan areas, grantees must use employment data, as defined by the BLS, for the LMA in which the affected business is currently located and from which current jobs may be lost. For non-metropolitan areas, an LMA is either an area defined by the BLS as an LMA, or a state may choose to combine non-metropolitan LMAs. States are required to define or reaffirm prior definitions of their LMAs on an annual basis and retain records to substantiate such areas prior to any business relocation that would be impacted by this rule. Metropolitan LMAs cannot be combined, nor can a non-metropolitan LMA be combined with a metropolitan LMA. For the HUD-administered Small Cities Program, each of the three participating counties in Hawaii will be considered to be its own LMA. Recipients of Fiscal Year 1999 Small Cities Program funding in New York will follow the requirements for State CDBG recipients.

(3) *Operation.* A business operation includes, but is not limited to, any equipment, employment opportunity, production capacity or product line of the business.

(4) *Significant loss of jobs.* (i) A loss of jobs is significant if: The number of jobs to be lost in the LMA in which the affected business is currently located is equal to or greater than one-tenth of one percent of the total number of persons in the labor force of that LMA; or in all cases, a loss of 500 or more jobs. Notwithstanding the aforementioned, a loss of 25 jobs or fewer does not constitute a significant loss of jobs.

(ii) A job is considered to be lost due to the provision of CDBG assistance if the job is relocated within three years of the provision of assistance to the business; or the time period within which jobs are to be created as specified by the agreement between the business and the recipient if it is longer than three years.

(c) *Written agreement.* Before directly assisting a business with CDBG funds, the recipient, subrecipient, or a CDBO (in the case of an activity carried out pursuant to § 570.204) shall sign a written agreement with the assisted business. The written agreement shall include:

(1) *Statement.* A statement from the assisted business as to whether the assisted activity will result in the relocation of any industrial or commercial plant, facility, or operation from one LMA to another, and, if so, the number of jobs that will be relocated from each LMA;

(2) *Required information.* If the assistance will not result in a relocation covered by this section, a certification from the assisted business that neither it, nor any of its subsidiaries, has plans to relocate jobs at the time the agreement is signed that would result in a significant job loss as defined in this rule; and

(3) *Reimbursement of assistance.* The agreement shall provide for reimbursement of any assistance provided to, or expended on behalf of, the business in the event that assistance results in a relocation prohibited under this section.

(d) *Assistance not covered by this section.* This section does not apply to:

(1) *Relocation assistance.* Relocation assistance required by the Uniform Assistance and Real Property Acquisition Policies Act of 1970, (URA) (42 U.S.C. 4601-4655);

(2) *Microenterprises.* Assistance to microenterprises as defined by Section 102(a)(22) of the Housing and Community Development Act of 1974; and

(3) *Arms-length transactions.* Assistance to a business that purchases business equipment, inventory, or other physical assets in an arms-length transaction, including the assets of an existing business, provided that the purchase does not result in the relocation of the sellers' business operation (including customer base or list, goodwill, product lines, or trade names) from one LMA to another LMA and does not produce a significant loss of jobs in the LMA from which the relocation occurs.

[70 FR 76369, Dec. 23, 2005]

Subpart K—Other Program Requirements

SOURCE: 53 FR 34456, Sept. 6, 1988, unless otherwise noted.

§ 570.600 General.

(a) This subpart K enumerates laws that the Secretary will treat as applicable to grants made under section 106 of the Act, other than grants to states made pursuant to section 106(d) of the Act, for purposes of the Secretary's determinations under section 104(e)(1) of the Act, including statutes expressly made applicable by the Act and certain other statutes and Executive Orders for which the Secretary has enforcement responsibility. This subpart K applies to grants made under the Insular Areas Program in § 570.405 and § 570.440 with the exception of § 570.612. The absence of mention herein of any other statute for which the Secretary does not have direct enforcement responsibility is not intended to be taken as an indication that, in the Secretary's opinion, such statute or Executive Order is not applicable to activities assisted under the Act. For laws that the Secretary will treat as applicable to grants made to states under section 106(d) of the Act for purposes of the determination required to be made by the Secretary pursuant to section 104(e)(2) of the Act, see § 570.487.

(b) This subpart also sets forth certain additional program requirements which the Secretary has determined to be applicable to grants provided under the Act as a matter of administrative discretion.

(c) In addition to grants made pursuant to section 106(b) and 106(d)(2)(B) of the Act (subparts D and F, respectively), the requirements of this subpart K are applicable to grants made pursuant to sections 107 and 119 of the Act (subparts E and G, respectively), and to loans guaranteed pursuant to subpart M.

[53 FR 34456, Sept. 6, 1988, as amended at 61 FR 11477, Mar. 20, 1996; 72 FR 12536, Mar. 15, 2007]

§ 570.601 Public Law 88-352 and Public Law 90-284; affirmatively furthering fair housing; Executive Order 11063.

(a) The following requirements apply according to sections 104(b) and 107 of the Act:

(1) Public Law 88-352, which is title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d *et seq.*), and implementing regulations in 24 CFR part 1.

(2) Public Law 90-284, which is the Fair Housing Act (42 U.S.C. 3601-3620). In accordance with the Fair Housing Act, the Secretary requires that grantees administer all programs and activities related to housing and community development in a manner to affirmatively further the policies of the Fair Housing Act. Furthermore, in accordance with section 104(b)(2) of the Act, for each community receiving a grant under subpart D of this part, the certification that the grantee will affirmatively further fair housing shall specifically require the grantee to assume the responsibility of fair housing planning by conducting an analysis to identify impediments to fair housing choice within its jurisdiction, taking appropriate actions to overcome the effects of any impediments identified through that analysis, and maintaining records reflecting the analysis and actions in this regard.

(b) Executive Order 11063, as amended by Executive Order 12259 (3 CFR, 1959-1963 Comp., p. 652; 3 CFR, 1980 Comp., p. 307) (Equal Opportunity in Housing), and implementing regulations in 24 CFR part 107, also apply.

[61 FR 11477, Mar. 20, 1996]

§ 570.602 Section 109 of the Act.

Section 109 of the Act requires that no person in the United States shall on the grounds of race, color, national origin, religion, or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance made available pursuant to the Act. Section 109 also directs that the prohibitions against discrimination on the basis of age under the Age Discrimination Act and the prohibitions against discrimination on the basis of disability under Section 504 shall apply to programs or activities receiving Federal financial assistance under Title I programs. The policies and procedures necessary to ensure enforcement of section 109 are codified in 24 CFR part 6.

[64 FR 3802, Jan. 25, 1999]

§ 570.603 Labor standards.

(a) Section 110(a) of the Act contains labor standards that apply to nonvolunteer labor financed in whole or in part with assistance received under the Act. In accordance with section 110(a) of the Act, the Contract Work Hours and Safety Standards Act (40 U.S.C. 327 *et seq.*) also applies. However, these requirements apply to the rehabilitation of residential property only if such property contains not less than 8 units.

(b) The regulations in 24 CFR part 70 apply to the use of volunteers.

[61 FR 11477, Mar. 20, 1996]

§ 570.604 Environmental standards.

For purposes of section 104(g) of the Act, the regulations in 24 CFR part 58 specify the other provisions of law which further the purposes of the National Environmental Policy Act of 1969, and the procedures by which grantees must fulfill their environmental responsibilities. In certain cases, grantees assume these environmental review, decision making, and action responsibilities by execution of grant agreements with the Secretary.

[61 FR 11477, Mar. 20, 1996]

§ 570.605 National Flood Insurance Program.

Notwithstanding the date of HUD approval of the recipient's application (or, in the case of grants made under subpart D of this part or HUD-administered small cities recipients in Hawaii, the date of submission of the grantee's consolidated plan, in accordance with 24 CFR part 91), section 202(a) of the Flood Disaster Protection Act of 1973 (42 U.S.C. 4106) and the regulations in 44 CFR parts 59 through 79 apply to funds provided under this part 570.

[61 FR 11477, Mar. 20, 1996]

§ 570.606 Displacement, relocation, acquisition, and replacement of housing.

(a) *General policy for minimizing displacement.* Consistent with the other goals and objectives of this part, grantees (or States or state recipients, as applicable) shall assure that they have taken all reasonable steps to minimize the displacement of persons (families, individuals, businesses, nonprofit organizations, and farms) as a result of activities assisted under this part.

(b) *Relocation assistance for displaced persons at URA levels.* (1) A displaced person shall be provided with relocation assistance at the levels described in, and in accordance with the requirements of 49 CFR part 24, which contains the government-wide regulations implementing the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (URA) (42 U.S.C. 4601-4655).

(2) *Displaced person.* (i) For purposes of paragraph (b) of this section, the term " *displaced person* " means any person (family, individual, business, nonprofit organization, or farm) that moves from real property, or moves his or her personal property from real property, permanently and involuntarily, as a direct result of rehabilitation, demolition, or acquisition for an activity assisted under this part. A permanent, involuntary move for an assisted activity includes a permanent move from real property that is made:

(A) After notice by the grantee (or the state recipient, if applicable) to move permanently from the property, if the move occurs after the initial official submission to HUD (or the State, as applicable) for grant, loan, or loan guarantee funds under this part that are later provided or granted.

(B) After notice by the property owner to move permanently from the property, if the move occurs after the date of the submission of a request for financial assistance by the property owner (or person in control of the site) that is later approved for the requested activity.

(C) Before the date described in paragraph (b)(2)(i)(A) or (B) of this section, if either HUD or the grantee (or State, as applicable) determines that the displacement directly resulted from acquisition, rehabilitation, or demolition for the requested activity.

(D) After the "initiation of negotiations" if the person is the tenant-occupant of a dwelling unit and any one of the following three situations occurs:

(*1*) The tenant has not been provided with a reasonable opportunity to lease and occupy a suitable decent, safe, and sanitary dwelling in the same building/complex upon the completion of the project, including a monthly rent that does not exceed the greater of the tenant's monthly rent and estimated average utility costs before the initiation of negotiations or 30 percent of the household's average monthly gross income; or

(*2*) The tenant is required to relocate temporarily for the activity but the tenant is not offered payment for all reasonable out-of-pocket expenses incurred in connection with the temporary relocation, including the cost of moving to and from the temporary location and any increased housing costs, or other conditions of the temporary relocation are not reasonable; and the tenant does not return to the building/complex; or

(*3*) The tenant is required to move to another unit in the building/complex, but is not offered reimbursement for all reasonable out-of-pocket expenses incurred in connection with the move.

(ii) Notwithstanding the provisions of paragraph (b)(2)(i) of this section, the term " *displaced person* -" does not include:

(A) A person who is evicted for cause based upon serious or repeated violations of material terms of the lease or occupancy agreement. To exclude a person on this basis, the grantee (or State or state recipient, as applicable) must determine that the eviction was not undertaken for the purpose of evading the obligation to provide relocation assistance under this section;

(B) A person who moves into the property after the date of the notice described in paragraph (b)(2)(i)(A) or (B) of this section, but who received a written notice of the expected displacement before occupancy.

(C) A person who is not displaced as described in 49 CFR 24.2(g)(2).

(D) A person who the grantee (or State, as applicable) determines is not displaced as a direct result of the acquisition, rehabilitation, or demolition for an assisted activity. To exclude a person on this basis, HUD must concur in that determination.

(iii) A grantee (or State or state recipient, as applicable) may, at any time, request HUD to determine whether a person is a displaced person under this section.

(3) *Initiation of negotiations.* For purposes of determining the type of replacement housing assistance to be provided under paragraph (b) of this section, if the displacement is the direct result of privately undertaken rehabilitation, demolition, or acquisition of real property, the term " *initiation of negotiations* " means the execution of the grant or loan agreement between the grantee (or State or state recipient, as applicable) and the person owning or controlling the real property.

(c) *Residential antidisplacement and relocation assistance plan.* The grantee shall comply with the requirements of 24 CFR part 42, subpart B.

(d) *Optional relocation assistance.* Under section 105(a)(11) of the Act, the grantee may provide (or the State may permit the state recipient to provide, as applicable) relocation payments and other relocation assistance to persons displaced by activities that are not subject to paragraph (b) or (c) of this section. The grantee may also provide (or the State may also permit the state recipient to provide, as applicable) relocation assistance to persons receiving assistance under paragraphs (b) or (c) of this section at levels in excess of those required by these paragraphs. Unless such assistance is provided under State or local law, the grantee (or state recipient, as applicable) shall provide such assistance only upon the basis of a written determination that the assistance is appropriate (see, e.g., 24 CFR 570.201(i), as applicable). The grantee (or state recipient, as applicable) must adopt a written policy available to the public that describes the relocation assistance that the grantee (or state recipient, as applicable) has elected to provide and that provides for equal relocation assistance within each class of displaced persons.

(e) *Acquisition of real property.* The acquisition of real property for an assisted activity is subject to 49 CFR part 24, subpart B.

(f) *Appeals.* If a person disagrees with the determination of the grantee (or the state recipient, as applicable) concerning the person's eligibility for, or the amount of, a relocation payment under this section, the person may file a written appeal of that determination with the grantee (or state recipient, as applicable). The appeal procedures to be followed are described in 49 CFR 24.10. In addition, a low- or moderate-income household that has been displaced from a dwelling may file a written request for review of the grantee's decision to the HUD Field Office. For purposes of the State CDBG program, a low- or moderate-income household may file a written request for review of the state recipient's decision with the State.

(g) *Responsibility of grantee or State.* (1) The grantee (or State, if applicable) is responsible for ensuring compliance with the requirements of this section, notwithstanding any third party's contractual obligation to the grantee to comply with the provisions of this section. For purposes of the State CDBG program, the State shall require state recipients to certify that they will comply with the requirements of this section.

(2) The cost of assistance required under this section may be paid from local public funds, funds provided under this part, or funds available from other sources.

(3) The grantee (or State and state recipient, as applicable) must maintain records in sufficient detail to demonstrate compliance with the provisions of this section.

(Approved by the Office of Management and Budget under OMB control number 2506-0102)

[61 FR 11477, Mar. 20, 1996, as amended at 61 FR 51760, Oct. 3, 1996]

§ 570.607 Employment and contracting opportunities.

To the extent that they are otherwise applicable, grantees shall comply with:

(a) Executive Order 11246, as amended by Executive Orders 11375, 11478, *12086*, and 12107 (3 CFR 1964-1965 Comp. p. 339; 3 CFR, 1966-1970 Comp., p. 684; 3 CFR, 1966-1970., p. 803; 3 CFR, 1978 Comp., p. 230; 3 CFR, 1978 Comp., p. 264 (Equal Employment Opportunity), and Executive Order 13279 (Equal Protection of the Laws for Faith-Based and Community Organizations), 67 FR 77141, 3 CFR, 2002 Comp., p. 258; and the implementing regulations at 41 CFR chapter 60; and

(b) Section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. 1701u) and implementing regulations at 24 CFR part 135.

[68 FR 56405, Sept. 30, 2003]

§ 570.608 Lead-based paint.

The Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4821-4846), the Residential Lead-Based Paint Hazard Reduction Act of 1992 (42 U.S.C. 4851-4856), and implementing regulations at part 35, subparts A, B, J, K, and R of this part apply to activities under this program.

[64 FR 50226, Sept. 15, 1999]

§ 570.609 Use of debarred, suspended or ineligible contractors or subrecipients.

The requirements set forth in 24 CFR part 5 apply to this program.

[61 FR 5209, Feb. 9, 1996]

§ 570.610 Uniform administrative requirements and cost principles.

The recipient, its agencies or instrumentalities, and subrecipients shall comply with the policies, guidelines, and requirements of 24 CFR part 85 and OMB Circulars A-87, A-110 (implemented at 24 CFR part 84), A-122, A-133 (implemented at 24 CFR part 45), and A-128 [2] (implemented at 24 CFR part 44), as applicable, as they relate to the acceptance and use of Federal funds under this part. The applicable sections of 24 CFR parts 84 and 85 are set forth at § 570.502.

[2] See footnote 1 at § 570.200(a)(5).

[60 FR 56916, Nov. 9, 1995]

§ 570.611 Conflict of interest.

(a) *Applicability.* (1) In the procurement of supplies, equipment, construction, and services by recipients and by subrecipients, the conflict of interest provisions in 24 CFR 85.36 and 24 CFR 84.42, respectively, shall apply.

(2) In all cases not governed by 24 CFR 85.36 and 84.42, the provisions of this section shall apply. Such cases include the acquisition and disposition of real property and the provision of assistance by the

recipient or by its subrecipients to individuals, businesses, and other private entities under eligible activities that authorize such assistance (e.g., rehabilitation, preservation, and other improvements of private properties or facilities pursuant to § 570.202; or grants, loans, and other assistance to businesses, individuals, and other private entities pursuant to § 570.203, 570.204, 570.455, or 570.703(i)).

(b) *Conflicts prohibited.* The general rule is that no persons described in paragraph (c) of this section who exercise or have exercised any functions or responsibilities with respect to CDBG activities assisted under this part, or who are in a position to participate in a decisionmaking process or gain inside information with regard to such activities, may obtain a financial interest or benefit from a CDBG-assisted activity, or have a financial interest in any contract, subcontract, or agreement with respect to a CDBG-assisted activity, or with respect to the proceeds of the CDBG-assisted activity, either for themselves or those with whom they have business or immediate family ties, during their tenure or for one year thereafter. For the UDAG program, the above restrictions shall apply to all activities that are a part of the UDAG project, and shall cover any such financial interest or benefit during, or at any time after, such person's tenure.

(c) *Persons covered.* The conflict of interest provisions of paragraph (b) of this section apply to any person who is an employee, agent, consultant, officer, or elected official or appointed official of the recipient, or of any designated public agencies, or of subrecipients that are receiving funds under this part.

(d) *Exceptions.* Upon the written request of the recipient, HUD may grant an exception to the provisions of paragraph (b) of this section on a case-by-case basis when it has satisfactorily met the threshold requirements of (d)(1) of this section, taking into account the cumulative effects of paragraph (d)(2) of this section.

(1) *Threshold requirements.* HUD will consider an exception only after the recipient has provided the following documentation:

(i) A disclosure of the nature of the conflict, accompanied by an assurance that there has been public disclosure of the conflict and a description of how the public disclosure was made; and

(ii) An opinion of the recipient's attorney that the interest for which the exception is sought would not violate State or local law.

(2) *Factors to be considered for exceptions.* In determining whether to grant a requested exception after the recipient has satisfactorily met the requirements of paragraph (d)(1) of this section, HUD shall conclude that such an exception will serve to further the purposes of the Act and the effective and efficient administration of the recipient's program or project, taking into account the cumulative effect of the following factors, as applicable:

(i) Whether the exception would provide a significant cost benefit or an essential degree of expertise to the program or project that would otherwise not be available;

(ii) Whether an opportunity was provided for open competitive bidding or negotiation;

(iii) Whether the person affected is a member of a group or class of low- or moderate-income persons intended to be the beneficiaries of the assisted activity, and the exception will permit such person to receive generally the same interests or benefits as are being made available or provided to the group or class;

(iv) Whether the affected person has withdrawn from his or her functions or responsibilities, or the decision making process with respect to the specific assisted activity in question;

(v) Whether the interest or benefit was present before the affected person was in a position as described in paragraph (b) of this section;

(vi) Whether undue hardship will result either to the recipient or the person affected when weighed against the public interest served by avoiding the prohibited conflict; and

(vii) Any other relevant considerations.

[60 FR 56916, Nov. 9, 1995]

§ 570.612 Executive Order 12372.

(a) *General.* Executive Order 12372, Intergovernmental Review of Federal Programs, and the Department's implementing regulations at 24 CFR part 52, allow each State to establish its own process for review and comment on proposed Federal financial assistance programs.

(b) *Applicability.* Executive Order 12372 applies to the CDBG Entitlement program and the UDAG program. The Executive Order applies to all activities proposed to be assisted under UDAG, but it applies to the Entitlement program only where a grantee proposes to use funds for the planning or construction (reconstruction or installation) of water or sewer facilities. Such facilities include storm sewers as well as all sanitary sewers, but do not include water and sewer lines connecting a structure to the lines in the public right-of-way or easement. It is the responsibility of the grantee to initiate the Executive Order review process if it proposes to use its CDBG or UDAG funds for activities subject to review.

§ 570.613 Eligibility restrictions for certain resident aliens.

(a) *Restriction.* Certain newly legalized aliens, as described in 24 CFR part 49, are not eligible to apply for benefits under covered activities funded by the programs listed in paragraph (e) of this section. "Benefits" under this section means financial assistance, public services, jobs and access to new or rehabilitated housing and other facilities made available under covered activities funded by programs listed in paragraph (e) of this section. "Benefits" do not include relocation services and payments to which displacees are entitled by law.

(b) *Covered activities.* "Covered activities" under this section means activities meeting the requirements of § 570.208(a) that either:

(1) Have income eligibility requirements limiting the benefits exclusively to low and moderate income persons; or

(2) Are targeted geographically or otherwise to primarily benefit low and moderate income persons (excluding activities serving the public at large, such as sewers, roads, sidewalks, and parks), and that provide benefits to persons on the basis of an application.

(c) *Limitation on coverage.* The restrictions under this section apply only to applicants for new benefits not being received by covered resident aliens as of the effective date of this section.

(d) *Compliance.* Compliance can be accomplished by obtaining certification as provided in 24 CFR 49.20.

(e) *Programs affected.* (1) The Community Development Block Grant program for small cities, administered under subpart F of part 570 of this title until closeout of the recipient's grant.

(2) The Community Development Block Grant program for entitlement grants, administered under subpart D of part 570 of this title.

(3) The Community Development Block Grant program for States, administered under subpart I of part 570 of this title until closeout of the unit of general local government's grant by the State.

(4) The Urban Development Action Grants program, administered under subpart G of part 570 of this title until closeout of the recipient's grant.

[55 FR 18494, May 2, 1990]

§ 570.614 Architectural Barriers Act and the Americans with Disabilities Act.

(a) The Architectural Barriers Act of 1968 (42 U.S.C. 4151-4157) requires certain Federal and Federally funded buildings and other facilities to be designed, constructed, or altered in accordance with standards that insure accessibility to, and use by, physically handicapped people. A building or facility designed, constructed, or altered with funds allocated or reallocated under this part after December 11, 1995, and that meets the definition of "residential structure" as defined in 24 CFR 40.2 or the definition of "building" as defined in 41 CFR 101-19.602(a) is subject to the requirements of the Architectural Barriers Act of 1968 (42 U.S.C. 4151-4157) and shall comply with the Uniform Federal Accessibility Standards (appendix A to 24 CFR part 40 for residential structures, and appendix A to 41 CFR part 101-19, subpart 101-19.6, for general type buildings).

(b) The Americans with Disabilities Act (42 U.S.C. 12131; 47 U.S.C. 155, 201, 218 and 225) (ADA) provides comprehensive civil rights to individuals with disabilities in the areas of employment, public accommodations, State and local government services, and telecommunications. It further provides that discrimination includes a failure to design and construct facilities for first occupancy no later than January 26, 1993, that are readily accessible to and usable by individuals with disabilities. Further, the ADA requires the removal of architectural barriers and communication barriers that are structural in nature in existing facilities, where such removal is readily achievable—that is, easily accomplishable and able to be carried out without much difficulty or expense.

[60 FR 56917, Nov. 9, 1995]

UPDATE: Effective March 2015

2 CFR Part 200 - Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, Final Guidance supersedes, consolidates and streamlines requirements from 8 OMB Circulars referenced in Exhibit D - CDBG Regulations and Other Program Requirements:

A - 21	A - 110
A - 87	A - 122
A - 89	A - 133
A - 102	A – 50

To view Notice SD-2015-01 Issued by the U.S. Department of Housing and Urban Development, please visit the following link:

www.hudexchange.info/resources/documents/Notice-DC-2015-01-Transition-to-2-CFR-Part-200-Guidance.pdf

Exhibit E

Audit Findings or Exceptions

(N/A - No audit findings or exceptions)

AI-50116 **Urban County** **15. D.**

CC - REGULAR

Meeting Date: 06/23/2015

Submitted For: Diana Serna, URBAN COUNTY **Submitted By:** Sandra Regalado, URBAN COUNTY

Department: URBAN COUNTY

Information

CAPTION

The Urban County Program requests authorization to advertise for construction and related activities for all projects identified in the 2015-2016 One Year Action Plan, subsequent amendments and Colonia funded activities (Texas General Land Office, Texas Department of Agriculture and Texas Department of Housing and Community Affairs, etc.).

BACKGROUND

Annually the Urban County Program submits the Hidalgo County One Year Action Plan to HUD after receiving Commissioners' Court Approval. The submitted plans outline the intended use of CDBG, HOME, ESG, GLO, TDA & TDHCA funds administered by the Urban County Program. The plans further define the specific projects to be implemented in terms of scope, location and budget availability. In an effort to expedite fund expenditures, the Urban County Program is seeking authorization to advertise for the required services to implement these programs in order to eliminate repetitive agenda items pertaining to the Plan and to shorten the administrative process for their implementation.

Fiscal Impact

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	06/17/2015 08:17 AM
Purchasing Department	Monica Badillo	06/19/2015 05:54 PM

Form Started By: Sandra Regalado Started On: 06/16/2015 01:11 PM

Final Approval Date: 06/19/2015

AI-50012 **Elections Administration** **16. A.**

CC - REGULAR

Meeting Date: 06/23/2015

Submitted For: Yvonne Ramon, ELECTIONS DEPT.

Submitted By: Melanie Esparza, ELECTIONS DEPT.

Department: ELECTIONS DEPT.

Information

CAPTION

1. Approval of 2015 certification of revenues by the County Auditor, for 2014 Chapter 19 funds.
2. Approval of 2015 appropriation of funds for Chapter 19 funds (1283) in the amount of $12,668.45.

BACKGROUND

Election Code: Chapter 19 Financing of Voter Registration related activities for the Election Administration Department. Funding is generated through the initial, canceled and updated registration of voters in Hidalgo County. State funds disbursed under this chapter may be used only to defray expenses of the registrar's office in connection with voter registration.

Fiscal Impact

Attachments

2014 VR Activity
Appropriation of Funds

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	06/11/2015 01:47 PM
Purchasing Department	Monica Badillo	06/19/2015 05:54 PM

Form Started By: Melanie Esparza Started On: 06/05/2015 09:06 AM

Final Approval Date: 06/19/2015

TEXAS SECRETARY OF STATE
CARLOS H. CASCOS

Hidalgo County - Fiscal Year 2015 Voter Registration Activity Statement

Activity Statement results have been certified.

ACTIVITY	2014 Totals		REIMBURSEMENT
New	22,885	x 0.25	$5,721.25
Cancellations	2,054	x 0.40	$821.60
Reimbursements/Changes	15,314	x 0.40	$6,125.60

GRAND TOTAL = $12,668.45

You can view a different year by selecting from the drop down list: 2015

Reimbursement Allocations Summary

DATE: June 5, 2015

2015
Appropriation
AI- 50012

DEPARTMENT HEAD: Yvonne Ramon

DEPARTMENT NAME: Elections Dept.

ACCOUNT NUMBER: 5-1283-XXX-00-130-018-5-XXX

SUBJECT: **BUDGET AMENDMENTS (INCREASES) IN ACCORDANCE WITH LOCAL GOVERNMENT CODE, 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 accordance with Local Government Code, Chapter 111, Subchapter C.

INCREASE ACCOUNT NUMBER	ACCOUNT NAME	AMOUNT
5-1283-414-00-130-018-5- 660	**2015 Chapter 19 Funding- Furnishings & Equip**	**$12,668.45**
5-1283-334-10-130-018-5- 000	**2015 Chapter 19 Funding- Revenue**	**$12,668.45**
TOTAL BUDGET INCREASE (DECREASE)		**$12,668.45**

Reason: Appropriate funding from 2014 Voter Registration activity into Office & Computer Suppl for future expenditures.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COUR

DATE / /

ATTEST COUNTY CLERK

AI-50117 **Planning Department** **17. A.**

CC - REGULAR

Meeting Date: 06/23/2015

Submitted For: Flor Castillo, PLANNING DEPT.

Submitted By: Flor Castillo, PLANNING DEPT.

Department: PLANNING DEPT.

Information

CAPTION

1. Preliminary Approval
a. Maiz Acres No. 6 Subdivision- Pct. 1 (RHRW Properties, Ltd.) (Val Verde Road & Minnesota Road)
b. Replat of Lot 2 Vista Bonita No. 10 Subdivision- Pct. 4 (Jose I. Quiroga) (Cesar Chavez Road & F.M. 2812)
c. San Diego Estates Subdivision- Pct. 4 (Jose I. Quiroga) (Gwin Road & Benito Ramirez)

2. Final Approval
a. Border Town Acres Subdivision- Pct. 4 (Richard Ruppert) (Brushline Road & FM 2812)
b. San Pablo No. 2 Subdivision- Pct. 4 (Tillmin Welch) (Alberta Road & Val Verde Road)
c. EVG Farms Subdivision- Pct. 4 (Edgar E. Gonzalez) (Iowa Road & Alamo Road [FM 907])

BACKGROUND

Fiscal Impact

Attachments

Maiz Acres No. 6 Subdivision
Replat of Lot 2 Vista Bonita No. 10 Subdivision
San Diego Estates Subdivision
Border Town Acres Subdivision
San Pablo No.2 Subdivision
EVG Farms Subdivision

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	06/16/2015 02:10 PM
Glinda Pacheco	Glinda Pacheco	06/16/2015 02:49 PM
Purchasing Department	Monica Badillo	06/19/2015 05:54 PM

Form Started By: Flor Castillo Started On: 06/16/2015 01:30 PM

Final Approval Date: 06/19/2015

HIDALGO COUNTY
PLANNING DEPARTMENT

1304 SOUTH 25TH STREET
EDINBURG TEXAS 78539
Tel. 956-318-2840 Fax. 956-318-2844

T.J. Arredondo, CFM
Director of Planning

HIDALGO COUNTY COMMISSIONERS COURT MEETING

DATE: 6-23-2015

PROPOSED MAIZ ACRES NO. 6 SUBDIVISION, PRECINCT No. 1 .

ENGINEER: MELDEN & HUNT, INC. DEVELOPER: EVON HARBISON

☒ PRELIMINARY APPROVAL ☐ FINAL APPROVAL ☐ FINAL APPROVAL WITH FINANCIAL GUARANTEE ☐ WITH VARIANCE

NUMBER OF LOTS: 29 ☒*SINGLE FAMILY ___ ☐*MULTI-FAMILY ___ ☐COMMERCIAL ___ ☐INSTITUTIONAL

LOCATION DESCRIPTION: West of Val Verde Road (F.M. 1423) approximately ¼ mile north of Mile 12 North Road.

SUBDIVISION LIES WITHIN THE: ☒*ETJ of* Donna *and was approved by the P & Z and City Commission of said City*

DRAINAGE REPORT WAS APPROVED BY HCDD#1: ON 6-04-2015 PROPERTY LIES WITHIN FLOOD ZONE: " C " AS PER FEMA.

DRAINAGE DESIGN: Storm drainage pipe system and detention by widening a portion of the existing drain ditch south of the proposed Subdivision.

ROAD R.O.W. DEDICATION: 20 feet. on to F.M. 493

H.C.R.O.W. PRELIMINARYAPPROVAL DATE: 4-22-2015 By, Roy Gonzalez, Pct. 1 R.O.W. AGENT

H.C.H.D. PRELIMINARY APPROVAL DATE: 4-23-2015 By, Elizardo "Chardo" Ramos Environmental Health Division Manager

SEWER SYSTEM: ☒ OSSF & SOIL ANALYSIS WERE CONDUCTED BY: Jose A. Gonzalez
☐OSSF HAVE BEEN INSTALLED AND INSPECTED BY HCHD

WATER SERVICE PROVIDER: NAWSC LINE SIZE: 12" LOCATION: Val Verde Road

H.C.O.E.C. PRELIMINARY APPROVAL DATE: 4-22-2015: By Martin Ramirez Environmental Compliance Coordinator

☒**LARGE CONSTRUCTION**

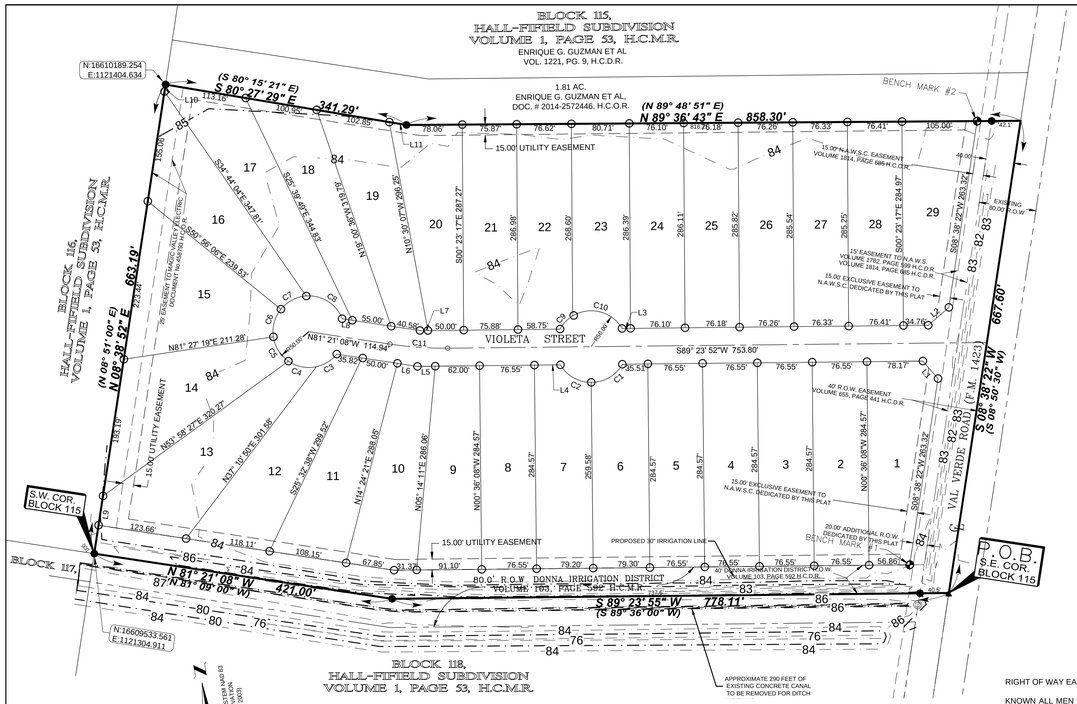
The applicant has submitted the required NOI as per Part II, Section E of the TPDES General Permit for Construction Activities (TXR150000) along with a copy of the Erosion Control Plan for the proposed project.

REQUEST FOR FINAL APPROVAL WITH: ☐ **Cash Deposit:** *Amount:*$_____*For:* ☐*OSSF(S)*_____ ☐PAVING ☐DRAINAGE ☐STREET SIGNS
☐**A Letter of Credit** *Financial Institution:* _____ *L.O.C No.* _____
Amount: $_____*For:* ☐*OSSF(S)*_____ ☐PAVING ☐DRAINAGE ☐STREET SIGNS

PRELIMINARY APPROVAL FROM THE HIDALGO COUNTY COMMISSIONERS COURT ON: _____, __

STAFF RECOMMENDS:
☒ **Preliminary Approval** *subject to comments and future recommendations by planning, other departments and the approval of the City of* Donna.
☐ **Final Approval** *subject to recommendations other departments*
☐ **Final Approval** *with financial guarantee.*

* *This subdivision plat has been reviewed and complies with the Hidalgo County Subdivision Rules, Texas Water Development Board Model Subdivision Rules and The Texas Local Government Code.*



SUBDIVISION MAP OF

MAIZ ACRES #6

A RESUBDIVISION OF
18.186 ACRES OUT OF BLOCK 115,
HALL-FIFIELD SUBDIVISION, HIDALGO COUNTY, TEXAS,
AS RECORDED IN VOLUME 1, PAGE 53, H.C.M.R.
HIDALGO COUNTY, TEXAS

METES AND BOUNDS DESCRIPTION

A TRACT OF LAND CONTAINING 18.186 ACRES SITUATED IN THE COUNTY OF HIDALGO, TEXAS, BEING A PART OR PORTION OF BLOCK 115, HALL-FIFIELD TRACT SUBDIVISION ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 1, PAGE 53, HIDALGO COUNTY MAP RECORDS, WHICH SAID BLOCK 18.186-ACRE TRACT WAS CONVEYED TO RHRW PROPERTIED LTD BY VIRTUE OF A WARRANTY DEED RECORDED UNDER DOCUMENT NO. 2580370, HIDALGO COUNTY OFFICIAL RECORDS, SAID 18.186 ACRES ALSO BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A COTTON PICKER SPINDLE FOUND ON THE SOUTHEAST CORNER OF BLOCK 115, HALL-FIFIELD SUBDIVISION FOR THE SOUTHEAST CORNER OF THIS TRACT;

1. THENCE, S 89° 23' 55" W (S 89° 36' 00" W DEED CALL), ALONG THE SOUTH LINE OF SAID BLOCK 115, AT A DISTANCE OF 40.5 FEET PASS A NO. 4 REBAR FOUND ON THE WEST RIGHT-OF-WAY LINE OF VAL VERDE ROAD(FM 1423), CONTINUING A TOTAL DISTANCE OF 778.11 FEET TO A NO. 4 REBAR FOUND FOR AN ANGLE POINT OF THIS TRACT;
2. THENCE, N 81° 21' 08" W (N 81° 09' 00" W DEED CALL), ALONG THE SOUTH LINE OF SAID BLOCK 115, A DISTANCE OF 421.00 FEET TO A NO. 4 REBAR FOUND (NORTHING: 16605533.561, EASTING: 1121304.911), AT THE SOUTHWEST CORNER OF SAID BLOCK 115, FOR THE SOUTHWEST CORNER OF THIS TRACT;
3. THENCE, N 08° 38' 52" E (N 08° 51' 00" E DEED CALL), ALONG THE WEST LINE OF SAID BLOCK 115, A DISTANCE OF 663.19 FEET TO A NO. 4 REBAR FOUND (NORTHING: 16610189.254, EASTING: 1121404.634), FOR THE NORTHWEST CORNER OF THIS TRACT;
4. THENCE, S 80° 27' 29" E (S 80° 15' 21" E DEED CALL), A DISTANCE OF 341.29 FEET TO A NO. 4 REBAR FOUND FOR AN ANGLE POINT CORNER OF THIS TRACT;
5. THENCE, N 89° 36' 43" E (S 89° 48' 51" E DEED CALL), AT A DISTANCE OF 816.2 FEET PASS A NO. 4 REBAR FOUND ON THE WEST RIGHT-OF-WAY LINE OF VAL VERDE ROAD(FM 1423), CONTINUING A TOTAL DISTANCE OF 858.30 FEET TO THE NORTHEAST CORNER OF THIS TRACT;
6. THENCE, S 08° 38' 22" W (S 08° 50' 30" W DEED CALL), ALONG THE EAST LINE OF SAID BLOCK 115 AND WITHIN THE RIGHT-OF-WAY OF VAL VERDE ROAD(FM 1423), A DISTANCE OF 667.60 FEET TO THE POINT OF BEGINNING AND CONTAINING 18.186 ACRES, OF WHICH 0.625 OF ONE ACRE LIES WITHIN THE RIGHT-OF-WAY OF VAL VERDE ROAD(FM 1423), LEAVING A NET OF 17.561 ACRES OF LAND, MORE OR LESS.

RIGHT OF WAY EASEMENT

KNOWN ALL MEN BY THESE PRESENTS, THAT THE UNDERSIGNED, OWNERS OF THE PROPERTY SHOWN ON THIS PLAT, THEIR SUCCESSORS, ASSIGNS, AND TRANSFEREES (HEREINAFTER CALLED "GRANTOR" WHETHER ONE OR MORE PERSONS ARE NAMED), IN CONSIDERATION OF ONE DOLLAR ($1.00) AND OTHER GOOD AND VALUABLE CONSIDERATION PAID BY NORTH ALAMO WATER SUPPLY CORPORATION, (HEREINAFTER CALLED "GRANTEE"), THE RECEIPT AND SUFFICIENCY OF WHICH IS HEREBY ACKNOWLEDGED, DOES HEREBY GRANT, BARGAIN, SELL, TRANSFER AND CONVEY TO SAID GRANTEE, ITS SUCCESSORS AND ASSIGNS, AN EXCLUSIVE PERPETUAL EASEMENT WITH THE RIGHT TO ERECT, CONSTRUCT, INSTALL AND LAY AND THEREAFTER USE, OPERATE, INSPECT, REPAIR, MAINTAIN, REPLACE AND REMOVE WATER DISTRIBUTION LINES AND APPURTENANCES OVER AND ACROSS THE LANDS SHOWN ON THIS PLAT, TOGETHER WITH THE RIGHT OF INGRESS AND EGRESS OVER GRANTOR'S ADJACENT LANDS FOR THE PURPOSE FOR WHICH THE ABOVE-MENTIONED RIGHTS ARE GRANTED. THE EASEMENT HEREBY GRANTED SHALL NOT EXCEED 15' IN WIDTH, AND GRANTEE IS HEREBY AUTHORIZED TO DESIGNATE THE COURSE OF THE EASEMENT HEREIN CONVEYED EXCEPT THAT WHEN THE PIPELINE(S) IS INSTALLED, THE EASEMENT HEREIN GRANTED SHALL BE LIMITED TO A STRIP OF LAND 15' IN WIDTH, THE CENTER LINE THEREOF BEING THE PIPELINE INSTALLED.

IN THE EVENT THE EASEMENT HEREBY GRANTED ABUTS ON A PUBLIC ROAD AND THE CITY, COUNTY OR STATE HEREAFTER WIDENS OR RELOCATES THE PUBLIC ROAD SO AS TO REQUIRE THE RELOCATION OF THIS WATER LINE AS INSTALLED, GRANTOR FURTHER GRANTS TO GRANTEE AN ADDITIONAL EASEMENT OVER AND ACROSS THE LAND SHOWN ON THIS PLAT FOR THE PURPOSE OF LATERALLY RELOCATING SAID WATER LINE AS MAY BE NECESSARY TO CLEAR THE ROAD IMPROVEMENTS, WHICH EASEMENT HEREBY GRANTED SHALL BE LIMITED TO A STRIP OF LAND 15' IN WIDTH, THE CENTER LINE THEREOF BEING THE PIPELINE AS RELOCATED.

THE CONSIDERATION RECITED HEREIN SHALL CONSTITUTE PAYMENT IN FULL FOR ALL DAMAGES SUSTAINED BY GRANTOR BY REASON OF THE INSTALLATION, MAINTENANCE, REPAIR, REPLACEMENT AND RELOCATION OF THE STRUCTURES REFERRED TO HEREIN. THIS AGREEMENT TOGETHER WITH OTHER PROVISIONS OF THIS GRANT SHALL CONSTITUTE AN EASEMENT FOR THE BENEFIT OF THE GRANTEE, ITS SUCCESSORS, AND ASSIGNS. THE GRANTOR COVENANTS THAT IT IS THE OWNER OF THE ABOVE-DESCRIBED LANDS AND THAT SAID LANDS ARE FREE AND CLEAR OF ALL ENCUMBRANCES AND LIENS, EXCEPT THE FOLLOWING:

THE EASEMENT CONVEYED HEREIN WAS OBTAINED OR IMPROVED THROUGH FEDERAL FINANCIAL ASSISTANCE. THIS EASEMENT IS SUBJECT TO THE PROVISIONS OF THE TITLE VI OF THE CIVIL RIGHTS ACT OF 1964 AND THE REGULATIONS ISSUED PURSUANT THERETO FOR SO LONG AS THE EASEMENT CONTINUES TO BE USED FOR THE SAME OR SIMILAR PURPOSE FOR WHICH FINANCIAL ASSISTANCE WAS EXTENDED OR FOR SO LONG AS THE GRANTEE OWNS IT, WHICHEVER IS LONGER.

IN WITNESS WHEREOF, THE SAID GRANTOR HAS EXECUTED THIS INSTRUMENT THE _____ DAY OF _____ 20 ___.

_____
(GRANTOR'S SIGNATURE)

ACKNOWLEDGMENT

THE STATE OF TEXAS §
COUNTY OF HIDALGO §

BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, ON THIS DAY PERSONALLY APPEARED EVON HARBISION KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT, AND ACKNOWLEDGED TO ME THAT SHE EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATION THEREIN EXPRESSED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS THE ____ DAY OF _____, 20 _____.

_____
NOTARY PUBLIC, STATE OF TEXAS
MY COMMISSION EXPIRES:

GENERAL PLAT NOTES & RESTRICTIONS:

1. FLOOD ZONE STATEMENT: ZONE "C", WHICH IS DEFINED AS: AREAS OF MINIMAL FLOODING COMMUNITY–PANEL NUMBER: 480334 0425 C MAP REVISED: NOVEMBER 16, 1982

   ZONE "C" COMMUNITY–PANEL NO. 480334 0425 C MAP REVISED: NOVEMBER 16, 1982. THE AREAS WITHIN THE DRAINAGE EASEMENTS AND THE PROPOSED STREET RIGHT–OF–WAY ARE WITHIN THE 100–YEAR FLOOD PLAIN.
   COMMUNITY–PANEL NO. 480334 0425 C MAP REVISED: NOVEMBER 16, 1982 OF THE FEDERAL EMERGENCY MANAGEMENT AGENCY MAPS FOR HIDALGO COUNTY, TEXAS, AND THE LOCAL FLOOD PLAIN ADMINISTRATOR HAVE IDENTIFIED NO OTHER AREAS AS SHOWN ON THIS PLAT WITHIN THE PROPOSED SUBDIVISION TO BE WITHIN THE 100–YEAR FLOOD PLAIN. CONSTRUCTION OF RESIDENTIAL HOUSING WITHIN ANY AREA OF THE SUBDIVISION THAT IS IN THE 100–YEAR FLOOD PLAIN IS PROHIBITED UNLESS THE HOUSING QUALIFIES FOR INSURANCE UNDER THE NATIONAL FLOOD INSURANCE ACT OF 1968 (42 U.S.C. SECTIONS 4001 THROUGH 4127).

2. SETBACKS
   FRONT: 25.00 FEET
   SIDE CORNER: 15.00 FEET FOR RIGHT–OF–WAY GREATER THEN 50
   SIDE: 6.00 FEET OR EASEMENT, WHICHEVER IS GREATER
   REAR: 15.00 FEET OR EASEMENT, WHICHEVER IS GREATER

3. NO MORE THAN ONE–SINGLE FAMILY DETACHED DWELLING SHALL BE LOCATED ON EACH LOT. THIS MUST BE STIPULATED ON ALL DEEDS AND CONTRACTS FOR DEEDS. (ANY OTHER USE SHALL REQUIRE PLANNING DEPARTMENT, OFFICE OF ENVIRONMENTAL COMPLIANCE, HEALTH DEPARTMENT AND FIRE MARSHALL APPROVAL). APPLICATIONS FOR CONSTRUCTION ARE REQUIRED PRIOR TO OCCUPYING THE LOT.

4. MINIMUM FINISHED FLOOR ELEVATION SHALL BE 18" ABOVE THE CENTER LINE OF STREET OR 18" ABOVE NATURAL GROUND, WHICHEVER IS GREATER. ELEVATION CERTIFICATE MAY BE REQUIRED FOR LOTS LOCATED OUTSIDE A DESIGNATED FLOOD ZONE AT THE TIME OF APPLICATION FOR CONSTRUCTION TO VERIFY PRE AND POST CONSTRUCTION FINISHED FLOOR ELEVATIONS. AN ELEVATION CERTIFICATE SHALL BE REQUIRED FOR ALL LOTS WITHIN A DESIGNATED FLOOD ZONE AT THE TIME FOR A DEVELOPMENT PERMIT APPLICATION.

5. THE FOLLOWING BENCHMARKS ARE IDENTIFIED ON THE FACE OF THE PLAT AND ON THE ATTACHED ENGINEERING PLANS.
   –>B.M. NO.1 – SET MHI CONCRETE MONUMENT AT THE SOUTHEAST CORNER OF LOT 1 OF THIS SUBDIVISION, N:16609517.910, E: 1122444.50, ELEV= 83.60.
   –>B.M. NO.2 – SET MHI CONCRETE MONUMENT AT THE NORTHEAST CORNER OF LOT 29 OF THIS SUBDIVISION, N:16610138.08, E: 1122538.73, ELEV= 83.60.

6. IN ACCORDANCE WITH THE HIDALGO COUNTY DRAINAGE DISTRICT NO. 1 AND HIDALGO COUNTY REQUIREMENTS, THIS DEVELOPMENT WILL BE REQUIRED TO DETAIN A TOTAL OF 28,100 CUBIC–FEET (0.645 ACRE–FEET) OF STORM WATER RUNOFF. DRAINAGE RETENTION IN ACCORDANCE WITH THE LOCAL REQUIREMENTS WILL BE ACCOMPLISHED AS INDICATED ON SEE SHEET No. 3 FOR STORM SEWER IMPROVEMENTS. THE DEVELOPER SHALL BE RESPONSIBLE TO DETAIN AND ACCOMMODATE MORE THAN THE DETAINED VOLUME SHOWN ABOVE IF IT DETERMINES, AT THE DEVELOPMENT PERMIT STAGE, THAT THE DETENTION REQUIREMENTS ARE GREATER THAT STATED ABOVE DUE TO THE IMPERVIOUS AREA BEING GREATER THAT ENGINEER CONSIDERED FOR HIS CALCULATIONS OF THIS SUBDIVISION.

7. REGIONALIZED RETENTION FACILITY NOTE:
   THE DEVELOPER SHALL DEDICATE THE REGIONAL RETENTION FACILITY TO HIDALGO COUNTY DRAINAGE DISTRICT No. 1. HIDALGO COUNTY DRAINAGE DISTRICT No. 1 SHALL BE RESPONSIBLE FOR THE MAINTENANCE OF THIS AREA. THE DEVELOPER SHALL BE RESPONSIBLE FOR PLACEMENT OF A 6" COMMERCIAL GRADE CHAIN LINK FENCE w/ GATE AROUND THE PERIMETER OF THE RETENTION FACILITY PRIOR TO THE RECORDING OF THIS SUBDIVISION.

8. NO STRUCTURE SHALL BE PERMITTED OVER ANY EASEMENT. EASEMENTS SHALL BE KEPT CLEAR OF BUILDINGS, FENCES, AND SHRUBS (EXCEPT LOW, LESS THAN 18 INCHES MATURE HEIGHT, GROUND COVER, GRASS, OR FLOWERS) AND OTHER OBSTRUCTIONS THAT WOULD INTERFERE WITH THE OPERATIONS AND MAINTENANCE OF THE EASEMENT.

9. EACH PURCHASE CONTRACT MADE BETWEEN A SUBDIVIDER AND PURCHASER OF A LOT IN THIS SUBDIVISION SHALL CONTAIN A STATEMENT DESCRIBING HOW AND WHEN WATER, ELECTRICITY, AND GAS SERVICES WILL BE MADE AVAILABLE TO THE SUBDIVISION.

10. ALL PUBLIC UTILITIES EASEMENTS DEDICATED BY THIS PLAT SHALL BE A MINIMUM WIDTH OF 15.00 FEET AS PER THE HIDALGO COUNTY MODEL SUBDIVISION RULES. BY SIGNING HIS PLAT, DEVELOPER AND ENGINEER CERTIFY THAT ALL OTHER EASEMENTS SHOWN COMPLY WITH THE SIZE REQUIRED BY EACH UTILITY PROVIDER OCCUPYING AN EASEMENT.

11. AN OFF–STREET PARKING LOT SITE PLAN & DRAINAGE PLAN APPROVED BY THE HIDALGO COUNTY PLANNING DEPARTMENT AND THE OFFICE OF ENVIRONMENTAL COMPLIANCE SHALL BE REQUIRED FOR MULTIFAMILY USE AT THE TIME OF APPLICATION FOR CONSTRUCTION PRIOR TO THE ISSUANCE OF A BUILDING AND/OR DEVELOPMENT PERMIT. NO WATER OR LIGHT CLEARANCES SHALL BE ISSUED UNTIL THE SITE PLAN, DRAINAGE PLAN AND OSSF PLAN ARE APPROVED AND PROPOSED IMPROVEMENTS ARE CONSTRUCTED IN ACCORDANCE WITH COUNTY AND STATE STANDARDS.

12. ON–SITE SEWAGE FACILITIES (OSSF) NOTE: THIS SUBDIVISION SHALL USE ON–SITE SEWAGE FACILITIES IN ACCORDANCE WITH TCEQ AND HIDALGO COUNTY REGULATIONS FOR SEWAGE DISPOSAL. THE SUBDIVIDER IS RESPONSIBLE FOR PROVIDING AN OSSF ON ALL LOTS.

   A. OSSF SYSTEM IS BEING DESIGNED FOR DISPOSAL OF DOMESTIC SEWERAGE ONLY. A SEPARATE DESIGN SHALL BE SUBMITTED FOR COMMERCIAL USE.

   B. EACH LOT ON THIS PLAT COMPLIES WITH THE MINIMUM 21,780 SQUARE FEET LOT AREA WITH POTABLE WATER SUPPLY.

   C. THE OSSF SYSTEM SHALL REQUIRE INSPECTION AND APPROVAL BY HIDALGO COUNTY AUTHORIZED DEPARTMENT.

   D. SOIL ANALYSIS HAVE BEEN SUBMITTED TO THE AUTHORIZED HIDALGO COUNTY DEPARTMENT AND EXCERPTS MAY BE ALSO SEEN ON THE UTILITY LAYOUT FOR THIS SUBDIVISION AS SUBMITTED TO THE HIDALGO COUNTY PLANNING DEPARTMENT. THE ENGINEER HAS DETERMINED THAT THE SOIL IS SUITABLE FOR A STANDARD SEPTIC TANK AND ABSORPTIVE DRAIN FIELD SYSTEM.

   E. APPROVED "OSSF" PERMIT APPLICATION IS REQUIRED INCLUDING INDIVIDUAL LOT PLANNING MATERIALS PRIOR TO OCCUPYING A LOT.

13. THERE ARE NO VISIBLE WATER WELLS WITHIN 150 FEET FROM THE BOUNDARIES ON THIS SUBDIVISION.

14. EVON HARBISON, PRESIDENT OF RHRW MANAGEMENT, LLC GENERAL PARTNER OF RHRW PROPERTIES, LTD., THE OWNER & SUBDIVIDER OF MAIZ ACRES #6, RETAINS A BLANKET EASEMENT UPON EACH LOT FOR THE PURPOSE OF INSTALLING AN APPROVED OSSF ON THE LOT AS DESCRIBED ON SHEET NO. 2 OF THIS PLAT.

15. NO ACCESS/ENTRANCE SHALL BE ALLOWED ONTO VAL VERDE ROAD (F.M. 1423) FROM LOTS 1 AND 29.

16. SIDEWALK WILL BE REQUIRED AT BUILDING PERMIT STAGE.

STATE OF TEXAS
COUNTY OF HIDALGO

OWNER'S DEDICATION, CERTIFICATION, AND ATTESTATION

I, EVON HARBISON, PRESIDENT OF RHRW MANAGEMENT, LLC GENERAL PARTNER OF RHRW PROPERTIES, LTD. AS OWNER OF THE 18.186 ACRE TRACT OF LAND ENCOMPASSED WITHIN THE PROPOSED MAIZ ACRES #6 , HEREBY SUBDIVIDE THE LAND AS DEPICTED IN THIS SUBDIVISION PLAT AND DEDICATED TO PUBLIC USE THE STREET(S), PARK, AND EASEMENTS SHOWN HEREIN.

I CERTIFY THAT I HAVE COMPLIED WITH THE REQUIREMENTS OF TEXAS LOCAL GOVERNMENT CODE § 232.032 AND THAT

(A) THE WATER QUALITY AND CONNECTIONS TO THE LOTS MEET, OR WILL MEET THE MINIMUM STATE STANDARDS;
(B) SEWER CONNECTIONS TO THE LOTS OR SEPTIC TANKS MEET, OR WILL MEET THE MINIMUM REQUIREMENTS OF STATE STANDARDS;
(C) ELECTRICAL CONNECTIONS PROVIDED TO THE LOTS MEET, OR WILL MEET THE MINIMUM STATE STANDARDS; AND
(D) GAS CONNECTIONS, IF AVAILABLE, PROVIDED TO THE LOTS MEET, OR WILL MEET THE MINIMUM STATE STANDARDS.

I ATTEST THAT THE MATTERS ASSERTED IN THIS PLAT ARE TRUE AND COMPLETE.

_____ _____
EVON HARBISON, PRESIDENT DATE:
RHRW MANAGEMENT, LLC.
GENERAL PARTNER OF RHRW PROPERTIES, LTD.
28012 DAL–CIN DRIVE
SAN ANTONIO, TX 78260

STATE OF TEXAS
COUNTY OF HIDALGO

BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC, ON THIS DAY PERSONALLY APPEARED EVON HARBISON PROVED TO ME THROUGH HER TEXAS DRIVERS LICENSE TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT, WHO, BEING BY ME FIRST DULY SWORN, DECLARED THAT THE STATEMENTS THEREIN ARE TRUE AND CORRECT AND ACKNOWLEDGED THAT SHE EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATION THEREBY EXPRESSED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS_____ DAY OF_____ ,20___.

_____
NOTARY PUBLIC, STATE OF, TEXAS
MY COMMISSION EXPIRES:

STATE OF TEXAS
COUNTY OF HIDALGO

I, FRED L. KURTH A REGISTERED PROFESSIONAL LAND SURVEYOR AND LICENSED PROFESSIONAL ENGINEER IN THE STATE OF TEXAS, HEREBY CERTIFIY THAT THE ABOVE PLAT AND DESCRIPTION OF MAIZ ACRES #6 WERE PREPARED FROM A SURVEY OF THE PROPERTY MADE ON THE GROUND BY ME OR UNDER MY SUPERVISION ON 3-3-15 AND THAT THE PROPER ENGINEERING CONSIDERATION HAS BEEN GIVEN TO THIS PLAT AND IS A TRUE AND ACCURATE REPRESENTATION OF THE SUBDIVISION.

_____
FRED L. KURTH, PE # 54151 RPLS # 4750
DATE SURVEYED: 3-6-15
DATE PREPARED: 4-1-15 JOB No. 14127. 00
T- 987 PG. 36-37 SURVEY JOB No. 14127. 00

MELDEN & HUNT, INC.
TEXAS REGISTRATION F-1435

STATE OF TEXAS
REGISTERED
FRED L. KURTH
4750
PROFESSIONAL
LAND SURVEYOR

STATE OF TEXAS
FRED L. KURTH
54151
LICENSED
PROFESSIONAL ENGINEER

HIDALGO COUNTY
CERTIFICATE OF PLAT APPROVAL
UNDER LOCAL GOVERNMENT CODE § 232.028 (A)

WE THE UNDERSIGNED CERTIFY THAT THIS PLAT OF MAIZ ACRES #6 WAS REVIEWED AND APPROVED BY THE HIDALGO COUNTY COMMISSIONERS COURT ON THIS _____ DAY OF _____ , 20 ___.

_____ DATE _____
HIDALGO COUNTY JUDGE

ATTEST: _____ DATE _____
HIDALGO COUNTY CLERK

HIDALGO COUNTY
CERTIFICATE OF PLAT APPROVAL
HIDALGO COUNTY DRAINAGE DISTRICT NO. 1

HIDALGO COUNTY DRAINAGE DISTRICT NO. 1 HEREBY CERTIFIES THAT THE DRAINAGE PLANS FOR THIS SUBDIVISION COMPLY WITH THE MINIMUM STANDARDS OF THE DISTRICT ADOPTED UNDER TEX. WATER CODE 49.211 (c). THE DISTRICT HAS NOT REVIEWED AND DOES NOT CERTIFY THAT THE DRAINAGE STRUCTURES DESCRIBED ARE APPROPRIATE FOR THE SPECIFIC SUBDIVISION, BASED ON GENERALLY ACCEPTED ENGINEERING CRITERIA. IT IS THE RESPONSIBILITY OF THE DEVELOPER OF THE SUBDIVISION AND ITS ENGINEER TO MAKE THESE DETERMINATIONS.

HIDALGO COUNTY DRAINAGE DISTRICT NO. 1

BY: _____

_____

CITY OF DONNA
CERTIFICATE OF PLAT APPROVAL
UNDER LOCAL GOVERNMENT CODE § 212.009(C) AND § 212.0115(B)

WE THE UNDER SIGNED CERTIFY THAT THIS PLAT OF MAIZ ACRES #6 WAS REVIEWED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF DONNA

ON _____ DAY OF_____ 20 ____ .

_____
MAYOR OF THE CITY DONNA

ATTEST: _____
SECRETARY OF THE CITY OF DONNA

CITY OF DONNA
CERTIFICATE OF PLAT APPROVAL
UNDER LOCAL GOVERNMENT CODE § 212.009(C) AND § 212.0115(B)

WE THE UNDERSIGNED CERTIFY THAT THIS PLAT OF MAIZ ACRES #6 WAS REVIEWED AND APPROVED BY THE PLANNING AND ZONING COMMISSION OF DONNA ON _____ DAY OF _____ 20 ____ .

_____
P&Z CHAIRMAN OF THE CITY OF DONNA

HIDALGO COUNTY
CERTIFICATE OF PLAT APPROVAL
HIDALGO COUNTY HEALTH DEPARTMENT

I, THE UNDERSIGNED CERTIFY THAT THIS PLAT OF MAIZ ACRES #6 WAS REVIEWED AND APPROVED BY THE HIDALGO COUNTY HEALTH DEPARTMENT

ON THIS THE ____DAY OF_____ 20 ____.

_____ _____.
ENVIRONMENTAL HEALTH DIVISION MANAGER DATE

HIDALGO COUNTY
CERTIFICATE OF PLAT APPROVAL
DONNA
IRRIGATION DISTRICT

THIS PLAT IS HERE BY APPROVED BY THE HIDALGO COUNTY DONNA IRRIGATION DISTRICT, DATED THIS THE _____ DAY OF_____ 2015 .

_____ DATE _____
PRESIDENT

ATTEST: _____ DATE _____
SECRETARY

THE COUNTY OF HIDALGO TEXAS

FILED FOR RECORD IN
HIDALGO COUNTY
ARTURO GUAJARDO, JR.
HIDALGO COUNTY CLERK

ON: _____ AT _____ AM/PM

INSTRUMENT NUMBER _____

OF THE MAP RECORDS OF HIDALGO COUNTY, TEXAS

BY: _____ DEPUTY

LEGEND

SCALE: 1" = 100'

- FOUND No.4 REBAR
- FOUND COTTON PICKER SPINDLE
- SET SQUARE CUT
- SET BENCH MARK

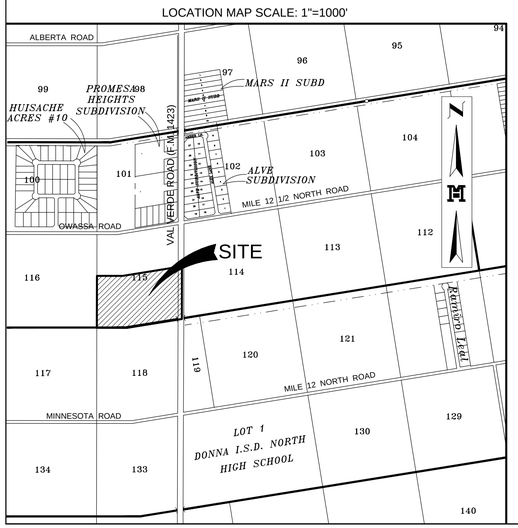
A-A - EDGE OF ASPHALT TO EDGE OF ASPHALT
R.O.W. - RIGHT OF WAY
H.C.M.R. - HIDALGO COUNTY MAP RECORDS
H.C.D.R. - HIDALGO COUNTY DEED RECORDS
H.C.O.R. - HIDALGO COUNTY OFFICIAL RECORDS
S.W. COR. - SOUTHWEST CORNER
S.E. COR. - SOUTHEAST CORNER
N.A.W.S.C. - NORTH ALAMO WATER SUPPLY CORPORATION
P.O.B. - POINT OF BEGINNING
W.D. - WARRANTY DEED
( ) - DEED CALLS

DESCRIPTION OF MAIZ ACRES #6

LOCATION OF SUBDIVISION WITH RESPECT TO THE EXTRATERRITORIAL JURISDICTION OF A MUNICIPALITY:

MAIZ ACRES #6 IS LOCATED IN THE SOUTH EASTERN PART OF HIDALGO COUNTY, TEXAS, ON THE WEST SIDE OF VAL VERDE ROAD, APPROXIMATELY 0.25 MILES NORTH OF MINNESOTA ROAD. THE ONLY NEARBY MUNICIPALITY IS THE CITY OF DONNA. MAIZ ACRES #6 FALLS IN THE RURAL AREA OF THE COUNTY. THIS SUBDIVISION FALLS WITHIN PRECINCT 1.
DONNA POPULATION: 15,798.

LOCATION MAP SCALE: 1"=1000'



INDEX TO SHEET OF MAIZ ACRES #6

SHEET 1: HEADING; INDEX; LOCATION MAP AND ETJ; PRINCIPAL CONTACTS; MAP: LOT, STREETS, AND EASEMENT LAYOUT; DESCRIPTION (METES AND BOUNDS); SURVEYOR'S CERTIFICATION; PLAT NOTES AND RESTRICTIONS; OWNER'S DEDICATION, CERTIFICATION, ATTESTATION; ENGINEERING CERTIFICATION CITY; APPROVAL CERTIFICATE; COUNTY CLERK'S RECORDING CERTIFICATE; REVISION NOTES, IRRIGATION DISTRICT, H.C.D.D. No. 1., HIDALGO COUNTY HEALTH DEPARTMENT CERTIFICATE; N.A.W.S.C. CERTIFICATION.

SHEET 2: ENGINEERING REPORT, INCLUDING DESCRIPTION OF WATER AND WASTE WATER/OSSF AND ENGINEERS CERTIFICATION (ENGLISH AND SPANISH VERSION);

SHEET 3: MAP OF TOPOGRAPHY AND DRAINAGE; REGIONAL DETENTION POND, REVISION NOTES, DRAINAGE REPORT INCLUDING DESCRIPTION OF DRAINAGE AND POND, ENGINEERING CERTIFICATION; CONSTRUCTION DETAILS.

MELDEN & HUNT, INC.
TEXAS REGIST. F-1435

MELDEN & HUNT INC.
CONSULTANTS • ENGINEERS • SURVEYORS
115 W. McINTYRE — OFF: (956) 381–0981
EDINBURG, TX. 78541 — FAX: (956) 381–1839
227 N. FM. 3167 — OFF: (956) 487–8256
RIO GRANDE CITY, TX. 78582 — FAX: (956) 488–8591
E–MAIL: www.meldenandhunt.com — ESTABLISHED 1947

PRINCIPAL CONTACTS

	NAME	ADDRESS	CITY & ZIP	PHONE	FAX
OWNER:	EVON HARBISON RHRW PROPERTIES LTD.	28012 DAL-CIN DRIVE	SAN ANTONIO, TX 78260	(956) 330-4089	(956) 447-1424
ENGINEER:	FRED L. KURTH	115 W. McINTYRE	EDINBURG, TX 78541	(956) 381-0981	(956) 381-1839
SURVEYOR:	FRED L. KURTH	115 W. McINTYRE	EDINBURG, TX 78541	(956) 381-0981	(956) 381-1839

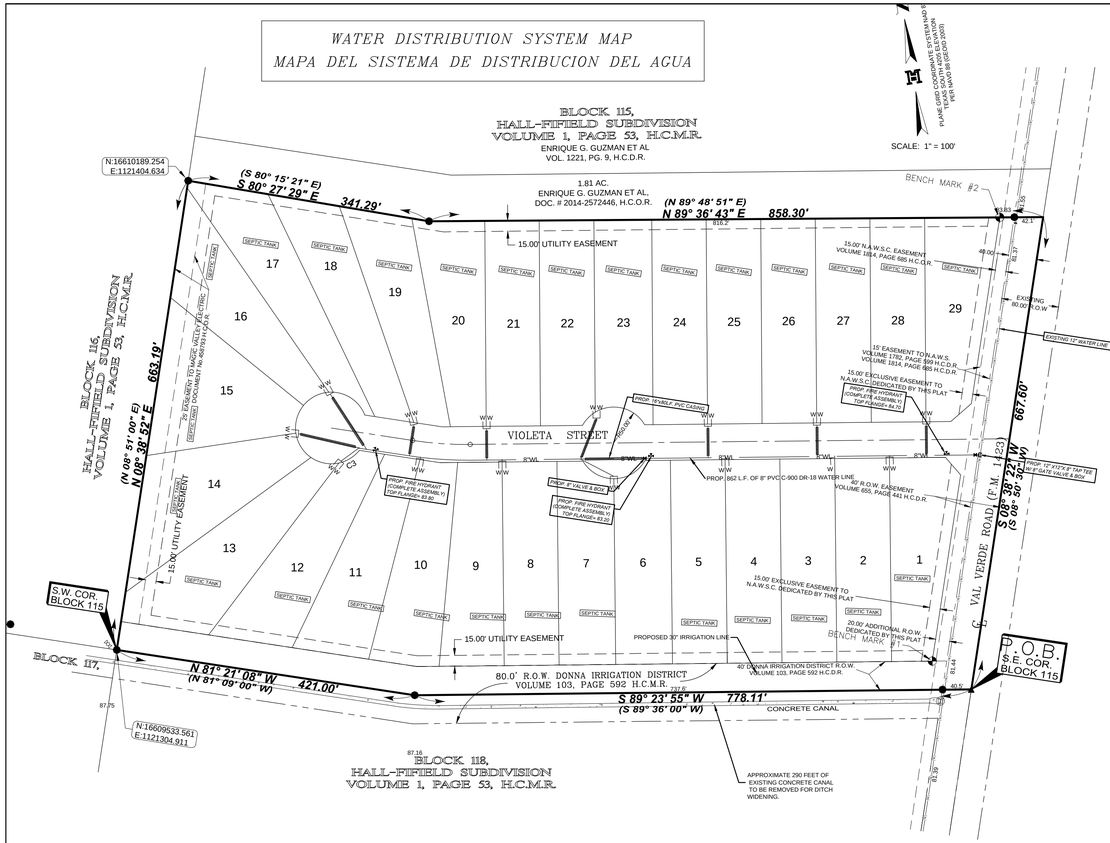
Curve Table

Curve #	Delta	Radius	Length	Tangent	Chord Direction	Chord Length
C1	60° 33' 24"	50.00'	52.85'	29.19'	N59° 40' 34"E	50.42'
C2	59° 26' 36"	50.00'	51.87'	28.54'	S60° 19' 26"E	49.58'
C3	38° 53' 39"	50.00'	33.94'	17.65'	N58° 05' 22"E	33.29'
C4	47° 09' 23"	50.00'	41.15'	21.82'	S78° 53' 07"E	40.00'
C5	47° 09' 23"	50.00'	41.15'	21.82'	S31° 43' 44"E	40.00'
C6	47° 09' 23"	50.00'	41.15'	21.82'	S15° 25' 39"W	40.00'
C7	47° 09' 23"	50.00'	41.15'	21.82'	S62° 35' 02"W	40.00'
C8	72° 28' 49"	50.00'	63.25'	36.65'	N57° 35' 52"W	59.12'
C9	29° 31' 13"	50.00'	25.76'	13.17'	S44° 09' 28"W	25.48'
C10	90° 28' 47"	50.00'	78.96'	50.42'	N75° 50' 32"W	71.01'
C11	9° 15' 00"	500.00'	80.72'	40.45'	S85° 58' 38"E	80.63'

Lot Line Table

Line #	Length	Direction
L1	32.39'	S40° 58' 53"E
L2	38.09'	S49° 01' 07"W
L3	11.98'	S89° 23' 52"W
L4	36.38'	N89° 23' 52"E
L5	24.88'	N89° 23' 52"E
L6	28.33'	S81° 21' 08"E
L7	11

WATER DISTRIBUTION SYSTEM MAP
MAPA DEL SISTEMA DE DISTRIBUCION DEL AGUA



ENGINEERING REPORT FOR MAIZ ACRES #6
BY: FRED L. KURTH

WATER SUPPLY: DESCRIPTION, COST, AND OPERABILITY DATE:

MAIZ ACRES #6 SUBDIVISION WILL BE PROVIDED WITH POTABLE WATER BY NORTH ALAMO WATER SUPPLY CORPORATION (N.A.W.S.C.). THE SUBDIVIDER AND N.A.W.S.C. HAVE ENTERED INTO A CONTRACT IN WHICH N.A.W.S.C. HAS PROMISED TO PROVIDE SUFFICIENT WATER TO THE SUBDIVISION FOR AT LEAST 30 YEARS AND N.A.W.S.C HAS PROVIDED DOCUMENTATION TO SUFFICIENTLY ESTABLISH THE LONG TERM QUANTITY AND QUALITY OF THE AVAILABLE WATER SUPPLIES TO SERVE THE FULL DEVELOPMENT OF THIS SUBDIVISION.

N.A.W.S.C. HAS AN EXISTING 12" DIAMETER WATER LINE RUNNING ALONG THE WEST RIGHT-OF-WAY OF VAL VERDE ROAD (F.M. 1423). THE WATER SYSTEM FOR MAIZ ACRES #6 CONSISTS OF AN 8" DIAMETER WATER LINE THAT TAPS INTO THE PREVIOUSLY MENTIONED 12" WATER LINE. SAID 8" LINE RUNS WEST ALONG THE SOUTH SIDE OF PROPOSED TRIGO STREET RIGHT-OF-WAY ENDING WITH A 2" FLUSH VALVE NORTHWEST CORNER OF LOT 12.

WATER DISTRIBUTION FOR THE MAIZ ACRES #6 CONSISTS OF THIRTEEN (14) –1" DIAMETER DUAL SERVICE LINES THAT RUN IN PAIRS TO THE LOTS BEFORE SPLITTING INTO ¾" DIAMETER SERVICE LINES. SAID SERVICES TERMINATE AT THE WATER METER BOXES FOR EACH LOT AND ONE 2" SINGLE SERVICE SERVING ONE LOTS. THE 8" LINE, DUAL SERVICES, ¾" SINGLE SERVICES AND THE METER BOXES HAVE ALREADY BEEN INSTALLED AT A TOTAL COST OF $38,738.00, OR $1,335.79 PER LOT. IN ADDITION, THE SUBDIVIDER HAS PAID N.A.W.S.C. THE SUM OF $14,265.44, WHICH COVERS THE $509.48 COST PER LOT AS STATED IN THE 30 YEAR WATER SERVICE AGREEMENT, SAID SUM REPRESENTS THE TOTAL COST OF WATER METERS, RIGHTS ACQUISITION FEES AND ALL MEMBERSHIP OR OTHER FEES ASSOCIATED WITH CONNECTING THE INDIVIDUAL LOTS IN THE SUBDIVISION TO N.A.W.S.C. UPON REQUEST BY THE LOT OWNER, N.A.W.S.C. WILL PROMPTLY INSTALL AT NO CHARGE THE WATER METER FOR THAT LOT. THE SUBDIVIDER HAS INSTALLED THREE (3) FIRE HYDRANTS AT A UNIT COST OF $3,250.00 FOR A TOTAL COST OF $9,750.00. THE ENTIRE WATER FACILITIES HAVE BEEN APPROVED AND ACCEPTED BY N.A.W.S.C. AND SAID DISTRIBUTION SYSTEM IS OPERABLE AS OF THE DATE OF THE RECORDING OF THE PLAT.

SEWAGE FACILITIES DESCRIPTION; COST AND OPERABILITY DATES

SEWAGE FROM MAIZ ACRES #6 SUBDIVISION WILL BE TREATED BY INDIVIDUAL ON–SITE SEWAGE FACILITIES ("OSSF") CONSISTING OF A STANDARD DESIGN DUAL COMPARTMENT SEPTIC TANK AND A DRAIN FIELD ON EACH LOT. JOSE A. GONZALEZ PROFESSIONAL ENGINEER NO. 12258, HAS EVALUATED THE SUITABILITY OF THE SUBDIVISION SITE FOR OSSF AND SUBMITTED A REPORT CONCLUDING THAT THE SITE IS SUITABLE FOR OSSF. THE REPORT WAS REVIEWED AND APPROVED BY THE HIDALGO COUNTY HEALTH DEPARTMENT. EACH LOT HAS ADEQUATE AREA FOR A REPLACEMENT DRAIN FIELD.

SOIL EVALUATION REPORT:

EACH LOT IN THE PROPOSED SUBDIVISION IS AT LEAST 1/2 ACRE IN SIZE. THE NATURAL RESOURCES CONSERVATION SERVICE SOIL SURVEY BOOK INDICATED A SANDY CLAY LOAM SOIL FOR THE AREA. AT LEAST TWO SOIL EXCAVATIONS WERE PERFORMED ON THE SITE, AT OPPOSITE ENDS OF THE PROPOSED DISPOSAL AREA. (ADDITIONAL BORINGS WERE UNNECESSARY BECAUSE THE SOILS ARE VERY UNIFORM WITHIN THIS LIMIT AREA). THE SOIL IS A UNIFORM SANDY CLAY LOAM EXTENDING UP TO 36" BELOW THE BOTTOM OF ANY PROPOSED EXCAVATIONS. THERE IS NO INDICATION OF GROUND WATER OR A RESTRICTIVE LAYER WITHIN 24" OF BOTTOM OF THE PROPOSED EXCAVATIONS. THE SUBDIVISION DRAINS WELL.

THE COST TO INSTALL A SEPTIC SYSTEM ON AN INDIVIDUAL LOT IS $ 1,200.00 , INCLUDING THE COST FOR THE REQUIRED PERMIT AND LICENSE. ALL OSSFS HAVE BEEN INSTALLED AS OF THE TIME OF APPLICATION FOR FINAL PLAT APPROVAL AT A TOTAL COST OF $34,800. THE HIDALGO COUNTY HEALTH DEPARTMENT HAS INSPECTED AND APPROVED THE INSTALLATION OF ALL OSSF ON XXXXXXXXXXX, 2015.

ENGINEER CERTIFICATION:

BY MY SIGNATURE BELOW, I CERTIFY THAT THE WATER AND SEWAGE SERVICE FACILITIES DESCRIBED ABOVE ARE IN COMPLIANCE WITH THE MODEL RULES ADOPTED UNDER SECTION 16.343, WATER CODE. I CERTIFY THAT THE COSTS TO INSTALL THE WATER AND THE UNCONSTRUCTED ON–SITE SEWAGE FACILITIES, DISCUSSED ABOVE, ARE AS FOLLOWS:

WATER FACILITIES – THESE FACILITIES FULLY CONSTRUCTED, WITH THE INSTALLATION OF WATER METERS, WILL COST A GRAND TOTAL OF $ 53,003.44 WHICH EQUALS TO $ 1,827.70 PER LOT.

SEWAGE FACILITIES – SEPTIC SYSTEM IS ESTIMATED TO COST $1,200.00 PER LOT (ALL INCLUSIVE), FOR A TOTAL OF $ 34,800.00 FOR THE ENTIRE SUBDIVISION.

_____ _____
ENGINEER'S SIGNATURE DATE

REPORTE DE INGENIERIA DE MAIZ ACRES #6
POR: FRED L. KURTH

PROVISION DE AGUA: DESCRIPCION, COSTOS Y FECHA DE OPERABILIDAD

MAIZ ACRES #6 SUBDIVISION SERA ABASTECIDA DE AGUA POTABLE POR MEDIO DE NORTH ALAMO WATER SUPPLY CORPORATION (N.A.W.S.C.). N.A.W.S.C. Y EL DUEÑO/REPRESENTANTE DE LA SUBDIVISION HAN FIRMADO UN CONTRATO EN EL CUAL SE ESTIPULA QUE LA SUBDIVISION SERA ABASTECIDA CON AGUA POTABLE POR LOS PROXIMOS 30 AÑOS. N.A.W.S.C. HA PRESENTADO DOCUMENTACION QUE INDICA LA CANTIDAD Y CALIDAD DE AGUA ACCESIBLE PARA SERVIR EL DESARROLLO DE LA SUBDIVISION A LARGO PLAZO.

N.A.W.S.C. CUENTA CON UNA LINEA DE AGUA DE 12 PULGADAS DE DIAMETRO QUE PASA POR EL LADO OESTE DEL DEL DERECHO DE VÍA DE VAL VERDE ROAD (F.M. 1423). EL SISTEMA DE DISTRIBUCION DEL AGUA SE COMPONE DE UNA LINEA DE 8 PULGADAS DE DIAMETRO QUE SE CONECTA CON LA LINEA DE 12 PULGADAS PREVIAMENTE MENSIONADA. DICHA LINEA DE 8 PULGADAS SE EXTIENDE POR EL LADO SUR Y DENTRO DEL DERECHO DE VIA DE LA CALLE TRIGO STREET, Y TERMINA EN UN VARVULA DE 2" QUE SE LOCALIZA EN EL LADO NOROSTE DEL LOTE 12.

EL SISTEMA DE DISTRIBUCION DEL AGUA PARA MAIZ ACRES #6 SUBDIVISION CONSISTE DE CARTORSE SERVICIOS SENCILLOS DE AGUA DE 1 PULGADA DE DIAMETRO PARA CADA DOS LOTES SIRVIENDO 28 LOTES & UN SERVICIO DE 2" SERVIENDO UN LOTE. ESTOS SERVICIOS SE SEPARAN FORMANDO DOS SERVICIOS DE AGUA DE ¾ DE PULGADA DE DIAMETRO PARA CADA LOTE. SE HAN INSTALADO YA LA LINEA DE AGUA DE 8 PULGADAS DE DIAMETRO, LOS SERVICIOS SENCILLOS DE 1 PULGADA DE DIAMETRO, LOS SERVICIOS DOBLES DE ¾ DE PULGADA DE DIAMETRO, Y LAS CAJAS DE LOS MEDIDORES A UN COSTO TOTAL DE $38,738.00 ($1,335.79 POR LOTE). EL DUEÑO/REPRESENTANTE DE LA SUBDIVISION LE HA PAGADO A N.A.W.S.C. LA CANTIDAD DE $14,265.44 QUE CUBRE EL COSTO DE LOS MEDIDORES ($ 509.48 PARA CADA LOTE), ESTE PRECIO INCLUYE TAMBIEN EL COSTO DE LA INSTALACION DE CADA MEDIDOR Y LOS GASTOS DE CONECCION. CUANDO EL DUEÑO DE ALGUNO DE LOS LOTES SOLICITE UN MEDIDOR DE AGUA, N.A.W.S.C. LO INSTALARA SIN COSTO ALGUNO. EL DUEÑO/REPRESENTANTE DE LA SUBDIVISION HA INSTALADO 3 HIDRANTES CONTRA INCENDIO (FIRE HYDRANTS) A UN COSTO DE $3,250.00 POR CADA UNO, LO CUAL REPRESENTA UNA CANTIDAD TOTAL DE $9,750.00. EL SISTEMA DE AGUA ESTARA EN FUNCIONAMIENTO COMPLETO ANTES O EN LA FECHA EN LA CUAL LA SUBDIVISION SEA REGISTRADA EN EL CONDADO DE HIDALGO.

DRENAJE SANITARIO: DESCRIPCION, COSTOS Y FECHA DE OPERABILIDAD

EL DRENAJE SANITARIO DE MAIZ ACRES #6 SUBDIVISION SE TRATARA DE FORMA INDIVIDUAL POR MEDIO DE UN TANQUE/FOSA SEPTICA PARA CADA SOLAR. DICHO TANQUE/FOSA SEPTICA SERA DE DISEÑO STANDARD DE DOBLE COMPARTIMIENTO, INCLUIDA TAMBIEN EL AREA DE DRENADO. EL INGENIERO JOSE A. GONZALEZ CON LICENCIA No. 12258, HA EVALUADO EL LUGAR DONDE SE ENCUENTRA ESTA SUBDIVISION PARA Y HA PREPARADO UN REPORTE QUE CONCLUYE QUE ESTE TERRENO ES ADECUADO PARA LA INSTALACION DE UNA TANQUE/FOSA SEPTICA (OSSF). EL REPORTE FUE REVISADO Y APROBADO POR EL DEPARTAMENTO DE SALUBRIDAD DEL CONDADO DE HIDALGO (HIDALGO COUNTY HEALTH DEPARTMENT). CADA LOTE CUENTA CON UNA AREA ADECUADA PARA REEMPLAZAR EL AREA DE DRENADO.

CADA LOTE EN ESTA SUBDIVISION CUENTA CON UNA AREA DE AL MENOS ½ ACRE. EN LA BASE DE DATOS DE "THE NATURAL RESOURCES CONSERVATION SERVICE" INDICA QUE EL SUELO EN ESTA PROPIEDAD ES DEL TIPO "ARENOSA–ARCILLOSA". AL MENOS DOS PERFORACIONES SE EXCAVARON EN ESTE LUGAR EN DOS PUNTOS OPUESTOS EN EL AREA DONDE EL TANQUE/FOSA SEPTICA SE INSTALARA (PERFORACIONES ADICIONALES FUERON INECESARIAS DEBIDO A QUE EL TIPO DE SUELO ES BASTANTE UNIFORME EN ESTA AREA). EL SUELO EN ESTA PROPIEDAD ES DEL TIPO "ARENOSA–ARCILLOSA" EXTENDIENDOSE HASTA 36" DEBAJO DEL FONDO DE CADA PERFORACION. NO HAY NINGUNA INDICACION DE AGUA EN LA SUPERFICIE, O ALGUNA CAPA RESTRICTIVA DENTRO DE 24" DEBAJO DEL FONDO DE CADA PERFORACION. ESTA PROPIEDAD CUENTA CON BUEN DRENADO.

EL COSTO TOTAL PARA LA INSTALACION DE UN SISTEMA INDIVIDUAL DE TANQUES/FOSAS SEPTICAS POR LOTE ES DE: $1,200.00 DOLARES, INCLUYENDO EL COSTO DEL PERMISO REQUERIDO Y LICENCIA. TODOS LOS TANQUES/FOSAS SEPTICAS HAN SIDO INSTALADOS AL TIEMPO DE LA APLICACION PARA LA APROBACION FINAL DE ESTA SUBDIVISION A UN COSTO TOTAL DE $ $34,800.00. EL DEPARTAMENTO DE SALUBRIDAD DEL CONDADO DE HIDALGO HA INSPECCIONADO TODAS LAS FOSAS SEPTICAS Y HA APROBADO SU INSTALACION DESDE LA FECHA DE: XXXXX XX, 2015.

CERTIFICACIÓN:

CON MI FIRMA, CERTIFICO QUE LOS SERVICIOS Y SISTEMAS DE AGUA POTABLE Y DE DRENAJE SANITARIO DESCRITOS EN ESTE DOCUMENTO, CUMPLEN CON LAS REGLAS MODELO (MODEL SUBDIVISION RULES) ADOPTADAS EN LA SECCIÓN 16.343 DEL CODIGO DEL AGUA (WATER CODE). CERTIFICO QUE LOS COSTOS PARA INSTALAR LOS SISTEMAS DE AGUA POTABLE Y DE DRENAJE SANITARIO SON DE LA SIGUIENTE MANERA:

AGUA: EL SISTEMA/SERVICIO DE AGUA SERA INSTALADO Y COMPLETAMENTE CONSTRUIDO INCLUYENDO EL MEDIDOR DE AGUA CON UN COSTO TOTAL DE $ 53,003.44 O $ 1,827.70 POR LOTE

DRENAJE SANITARIO: SE ESTIMA QUE LOS TANQUES/FOSAS SEPTICAS COSTARAN $1,200.00 POR LOTE, TENIENDO UN COSTO TOTAL DE $34,800.00 POR TODA LA SUBDIVISION.

_____ _____
ENGINEER'S SIGNATURE DATE DATE

COST ESTIMATE:

PAVING IMPROVEMENTS:	$ 126,139.34
DRAINAGE IMPROVEMENTS:	$ 18,043.20
WATER DISTRIBUTION:	$ 38,738.00
SEPTIC TANK SEWER IMPROVEMETNS / OSSF:	$33,600.00

ESTIMACION DE COSTOS:

PAVIMENTACION DE CALLES:	$ 126,139.34
DRENAJE PLUVIAL:	$ 18,043.20
SERVICIO DE AGUA POTABLE:	$ 38,738.00
TANQUES/FOSAS SEPTICAS (DRENAJE SANITARIO)	$ 33,600.00

SUBDIVIDER CERTIFICATION

1. BY COMPLETING THE IMPROVEMENTS DESCRIBED ON THE PLAT, SUBDIVIDER WILL COMPLY WITH MINIMUM STATE STANDARDS AND THAT (a) WATER QUALITY AND CONNECTIONS INCLUDING WATER METERS AND OR WATER WELLS FOR EACH LOT(S) MEET SUCH STANDARDS, AND (b) SANITARY SEWER CONNECTIONS TO THE LOTS OR SEPTIC TANKS MEET OR WILL MEET SUCH STANDARDS AND WILL BE CONSTRUCTED IN ACCORDANCE WITH STATE AND COUNTY REGULATIONS.

SUBDIVIDER STATEMENT:

1. I, EVON HARBISON SUBDIVIDER OF MAIZ ACRES #6 HEREBY CERTIFY SANITARY SEWER PERMITS HAVE BEEN PAID AND COPIES OF RECEIPTS ARE ON FILE WITH THE HIDALGO COUNTY HEALTH DEPARTMENT, THAT ANY ADEQUATE DRINKING WATER SOURCE IS IMMEDIATELY AVAILABLE TO EACH LOT OF THE TYPE, QUALITY & QUANTITY TO ENABLE EACH PERSON PURCHASING A LOT TO HAVE ADEQUATE WATER TO COMPLY WITH THE REGULATIONS AND THE LAWS OF THE STATE AS REQUIRED BY STATE AND COUNTY REGULATIONS.

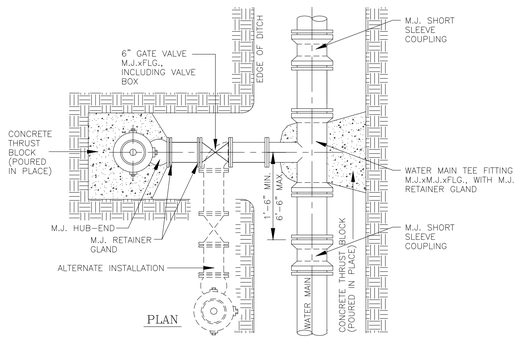
_____
OWNER: EVON HARBISON PRESIDENT
RHRW MANAGEMENT, LLC
GENERAL PARTNER OF RHRW PROPERTIES, LTD

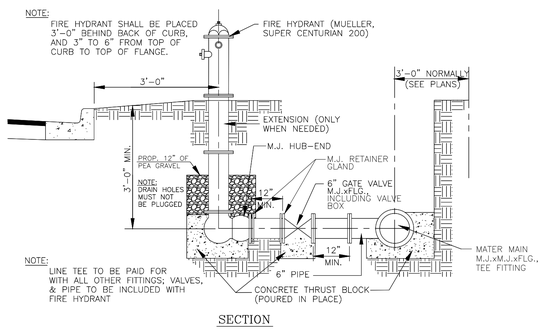
STATE OF TEXAS
COUNTY OF HIDALGO:

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED EVON HARBISON KNOWN TO ME THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT AND ACKNOWLEDGED TO BE THAT HE EXECUTED THE SAME FOR PURPOSED AND CONSIDERATION THEREIN STATED, GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS THE

_____DAY OF _____20_____.

_____
NOTARY PUBLIC
MY COMMISSION EXPIRES_____





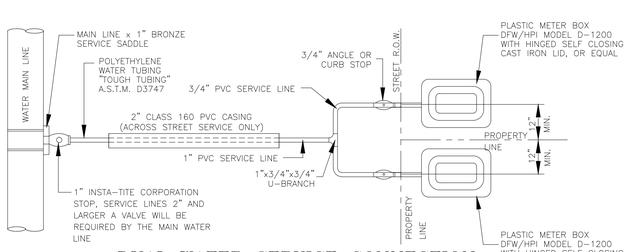
TYPICAL FIRE HYDRANT INSTALLATION
N.T.S.

LEGEND:
- FOUND REBAR
- FOUND COTTON PICKER SPINDLE
- FOUND PIPE
- SET REBAR
- PROPOSED DUAL WATER SERVICE
- PROPOSED SINGLE WATER SERVICE
- O.S.S.F. PROPOSED SEPTIC TANK

TYPICAL DETAILS OF SERVICE LINES AND WATER METER BOX

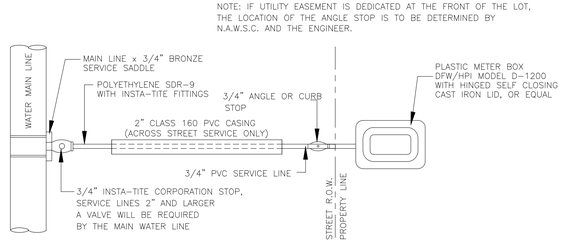
LEYENDA
- VARILLA ENCONTRADO
- EJE ENCONTRADA
- TUBO DE VARILLA ENCONTRADO
- VARILLA ASENTADA
- SERVICIO DOBLE DE AGUA PROPUESTO
- SERVICIO INDIVIDUAL DE AGUA PROPUESTO
- O.S.S.F. TANQUE/FOSA SEPTICA

DETALLE TIPICO DE LINEAS DE SERVICIO Y MEDIDORES DE AGUA

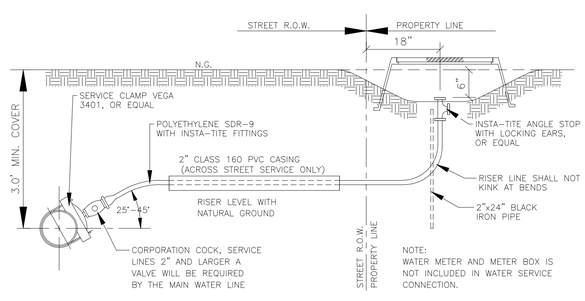


DUAL WATER SERVICE CONNECTION
N.T.S.

NOTE: IF UTILITY EASEMENT IS DEDICATED AT THE FRONT OF THE LOT, THE LOCATION OF THE ANGLE STOP IS TO BE DETERMINED BY N.A.W.S.C. AND THE ENGINEER.



SINGLE WATER SERVICE CONNECTION
N.T.S.

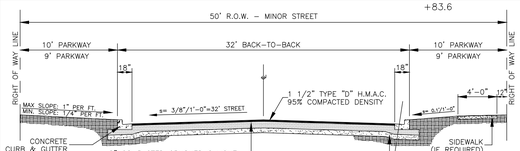


TYPICAL WATER SERVICE CONNECTION ELEVATION
N.T.S.

SUBDIVISION MAP OF

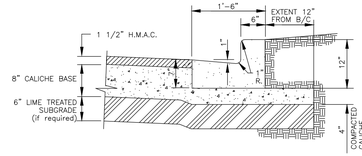
MAIZ ACRES #6

A RESUBDIVISION OF
18.186 ACRES OUT OF LOT 115,
HALL-FIFIELD SUBDIVISION, HIDALGO COUNTY, TEXAS,
AS RECORDED IN VOLUME 1, PAGE 53, H.C.M.R.
HIDALGO COUNTY, TEXAS

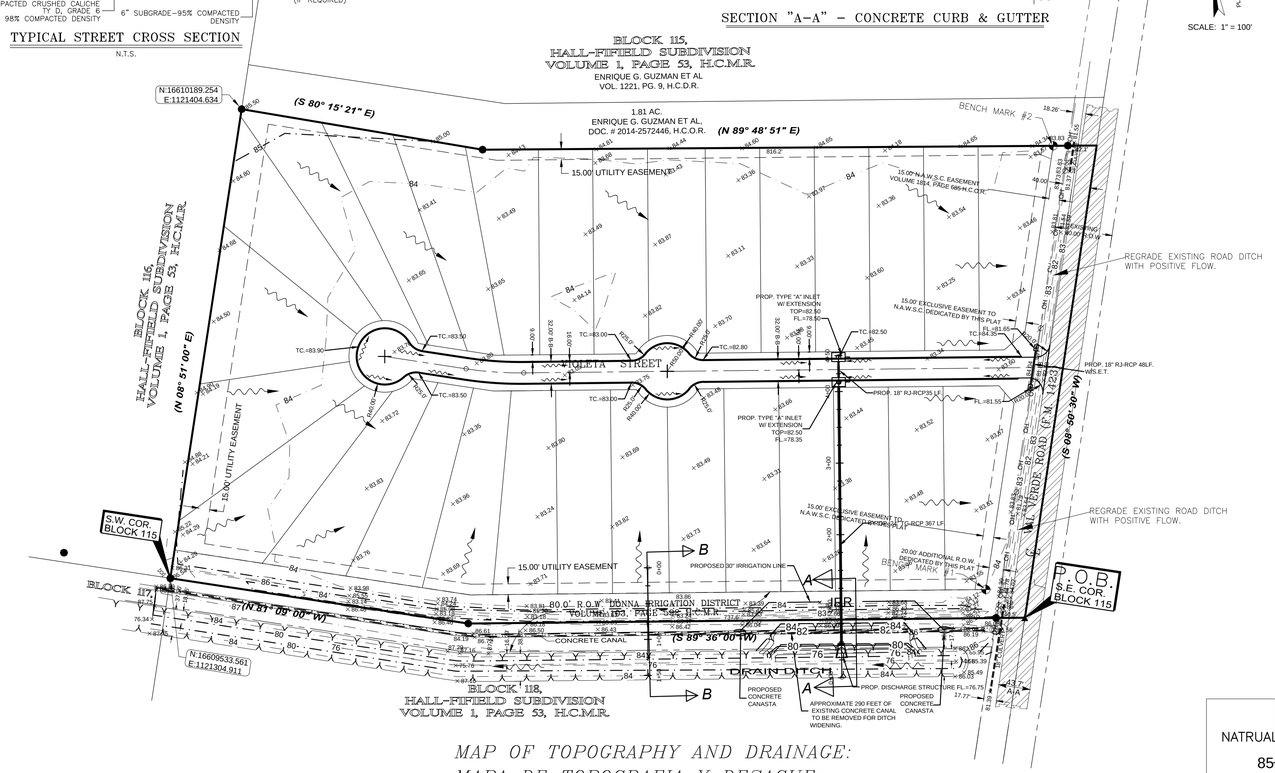


TYPICAL STREET CROSS SECTION

N.T.S.



SECTION "A–A" – CONCRETE CURB & GUTTER

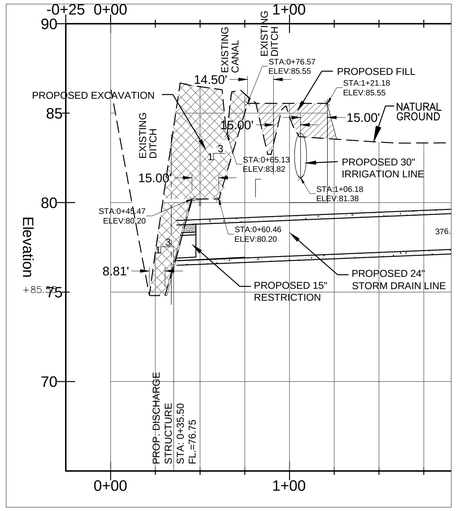


SCALE: 1" = 100'

MAP OF TOPOGRAPHY AND DRAINAGE:
MAPA DE TOPOGRAFIA Y DESAGUE:
SUBDIVISION MAP OF

MAIZ ACRES #6

A RESUBDIVISION OF
18.186 ACRES OUT OF LOT 115,
HALL-FIFIELD SUBDIVISION, HIDALGO COUNTY, TEXAS,
AS RECORDED IN VOLUME 1, PAGE 53, H.C.M.R.
HIDALGO COUNTY, TEXAS



DITCH SECTION A

DRAINAGE STATEMENT
MAIZ ACRES #6

MAIZ ACRES #6 IS AN 18.186-ACRE TRACT OF LAND SITUATED IN THE COUNTY OF HIDALGO, TEXAS, OUT OF BLOCK 115, HALL-FIFIELD SUBDIVISION, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN VOLUME 1, PAGE 53, MAP RECORDS OF HIDALGO COUNTY, TEXAS. THE PROPERTY IS LOCATED ALONG THE WEST SIDE OF VAL VERDE ROAD (F.M. 1423), APPROXIMATELY ¼ OF A MILE NORTH OF MINNESOTA ROAD AND FALLS WITHIN THE DONNA'S ETJ. THE PROPERTY IS CURRENTLY FARM LAND WITH A PROPOSED USE OF 29 RESIDENTIAL LOTS. ACCORDING TO THE F.E.M.A. MAP FOR THE COUNTY OF HIDALGO, TEXAS (COMMUNITY-PANEL NUMBER 480334 0425 C, MAP REVISED NOVEMBER 16, 1982), THIS PROPERTY FALLS WITHIN ZONE "C". ZONE "C" IS DEFINED AS AREAS OF MINIMAL FLOODING (NO SHADING).

THE SOILS ARE SANDY CLAY LOAM, WHICH ARE MODERATELY PERVIOUS AND WITH A RELATIVELY LOW PLASTICITY INDEX. THESE SOILS ARE IN HYDROLOGIC GROUP "B". (SEE THE USDA, NRCS CUSTOM SOIL RESOURCE FOR HIDALGO COUNTY, TEXAS").

EXISTING RUNOFF IS BY SURFACE FLOW IN AN EASTERLY DIRECTION, AND HAS A RUNOFF OF 5.12 C.F.S. DURING THE 10-YEAR STORM FREQUENCY AS PER THE ATTACHED CALCULATIONS.

THE EXISTING DRAINAGE FOR **MAIZ ACRES #6** CONSISTS OF SURFACE RUNOFF FROM THE LOTS INTO PROPOSED STREETS. THE STREET SHALL CHANNEL RUNOFF INTO A PROPOSED DRAINAGE SYSTEM OF TYPE "A" INLETS AND STORM PIPES RANGING IN SIZE FROM 18" TO 24". THE STORM SEWER SYSTEM SHALL DISCHARGE INTO A DONNA IRRIGATION DITCH FLOWING EAST ULTIMATELY DISCHARGING INTO THE DONNA LATERAL (SEE ATTACHED EXHIBITS AND DETAILS)

IN ACCORDANCE WITH THE CITY OF DONNA AND HIDALGO COUNTY DRAINAGE POLICY, THE PEAK RATE OF RUNOFF IN THIS SUBDIVISION WILL NOT BE INCREASED DURING THE 10-YEAR RAINFALL EVENT DUE TO THE IMPROVEMENT IN THIS SUBDIVISION. THEREFORE, AS PER ATTACHED CALCULATIONS, THE REQUIRED 28,100 CUBIC FEET OF DETENTION WILL BE DETAINED WITHIN THE WIDENING A PORTION OF THE EXISTING DITCH ALONG THE SOUTH BOUNDARY OF THIS SUBDIVISION. EXISTING ROAD DITCH ALONG VAL VERDE ROAD (F.M. 1423) SHALL BE GRADED TO HAVE POSITIVE FLOW PROVIDED THAT TX-DOT GRANTS DEVELOPER PERMISSION TO DO SO.

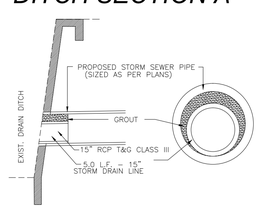
CERTIFICATION:

BY MY SIGNATURE BELOW, I CERTIFY THAT THE 100 YEAR FLOODPLAIN AS DESCRIBED IN COMMUNITY PANEL NUMBER 480334 0425 C, REVISED NOVEMBER 16, 1982 IS CONTAINED WITHIN THE WIDENING OF EXISTING DRAIN DITCH ADJACENT TO THIS SUBDIVISION.

MELDEN & HUNT, INC.
TEXAS REGISTRATION F–1435

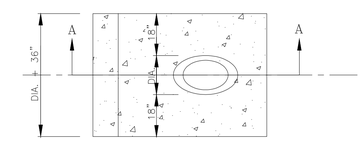
FRED L. KURTH, PE # 54151 DATE:

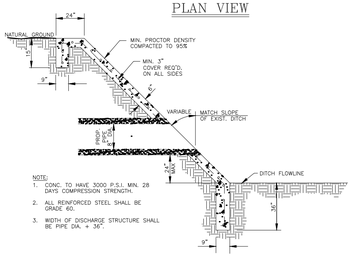
STATE OF TEXAS
FRED L. KURTH
54151
LICENSED
PROFESSIONAL ENGINEER



DRAINAGE RESTRICTION DETAIL

TO BE LOCATED AT EACH DRAINAGE DISCHARGE @ DITCH

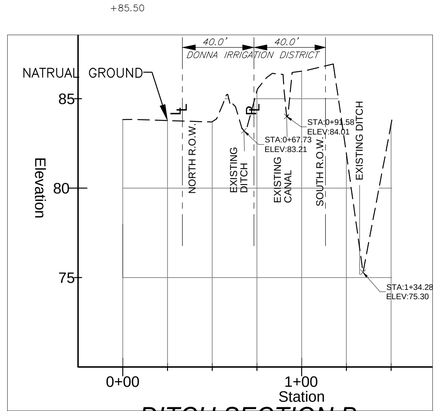




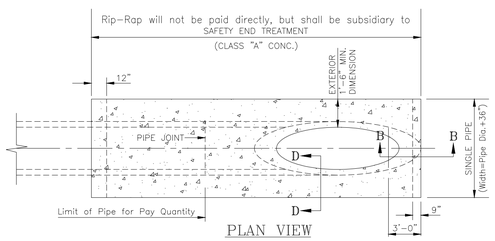
STORM DISCHARGE STRUCTURE

N.T.S.

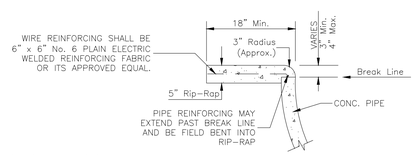
H.C.D.D.#1 STORM DISCHARGE STRUCTURE



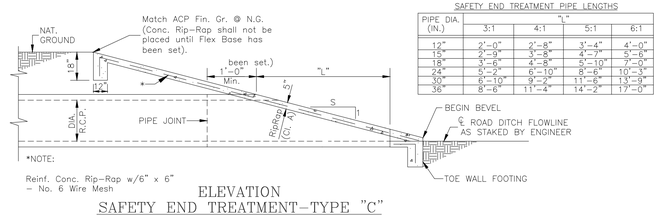
DITCH SECTION B



PLAN VIEW



SEC. "DD"

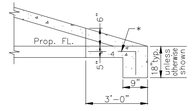


ELEVATION

SAFETY END TREATMENT–TYPE "C"

SAFETY END TREATMENT PIPE LENGTHS

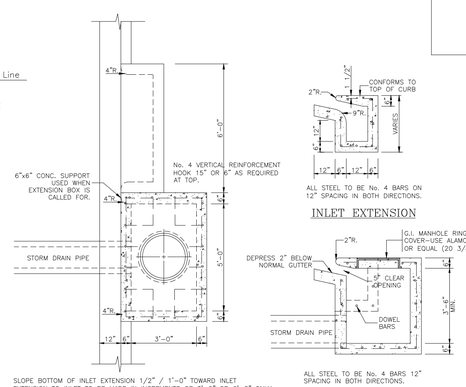
PIPE DIA. (IN.)	"L" 3:1	4:1	5:1	6:1
12"	2'-0"	2'-8"	3'-4"	4'-0"
15"	2'-3"	3'-0"	4'-2"	5'-0"
18"	2'-6"	4'-0"	5'-0"	7'-0"
24"	3'-2"	6'-10"	8'-6"	10'-3"
30"	5'-10"	9'-2"	11'-6"	13'-9"
36"	6'-6"	11'-4"	14'-2"	17'-0"



SEC. "BB"

SAFETY END TREATMENT – (Type "C") DETAILS

N.T.S.



TYPE "A" INLET

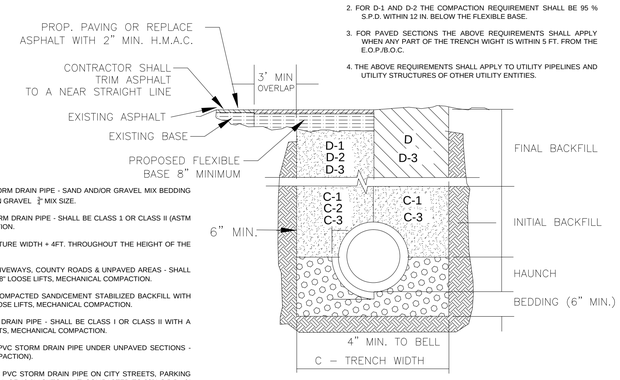
N.T.S.

NOTE:
1 MAXIMUM COVER SHALL BE IN ACCORDANCE WITH MANUFACTURERS SPECIFICATIONS.

2. FOR D-1 AND D-2 THE COMPACTION REQUIREMENT SHALL BE 95 % S.P.D. WITHIN 12 IN. BELOW THE FLEXIBLE BASE.

3. FOR PAVED SECTIONS THE ABOVE REQUIREMENTS SHALL APPLY WHEN ANY PART OF THE TRENCH WIGHT IS WITHIN 5 FT. FROM THE E.O.P./B.O.C.

4. THE ABOVE REQUIREMENTS SHALL APPLY TO UTILITY PIPELINES AND UTILITY STRUCTURES OF OTHER UTILITY ENTITIES.



STORM TRENCH BEDDING AND BACKFILL DETAILS

N.T.S.

A. BEDDING FOR RCP CLASS III HIGH PERFORMANCE POLYPROPYLENE OR CORRUGATED PVC STORM DRAIN PIPE - SAND AND/OR GRAVEL MIX BEDDING PLACED BEFORE PIPE IS LAID UP TO FLOW OF PIPE (MIN. COMPACTED THICKNESS = 6") - PIT RUN GRAVEL ¾" MIX SIZE.

B. HAUNCH FOR RCP CLASS III, HIGH PERFORMANCE POLYPROPYLENE OR CORRUGATED PVC STORM DRAIN PIPE - SHALL BE CLASS I OR CLASS II (ASTM D2321) BACKFILL MATERIAL COMPACTED TO 92% S.P.D., 8" LOOSE LIFTS, MECHANICAL COMPACTION.

C. TRENCH WIDTH - SHALL BE BELL O.D. X 1.5 + 12", MINIMUM TRENCH WIDTH SHALL EQUAL STRUCTURE WIDTH + 4FT. THROUGHOUT THE HEIGHT OF THE STRUCTURE.

C-1 INITIAL BACKFILL FOR RCP CLASS III STORM DRAIN PIPE ON CITY STREET, PARKING AREAS, DRIVEWAYS, COUNTY ROADS & UNPAVED AREAS - SHALL BE SOIL TYPE A1, A2, A3 WITH A MAXIMUM P.I. OF 19 (AASHTO M145) COMPACTED TO 92% S.P.D., 8" LOOSE LIFTS, MECHANICAL COMPACTION.

C-2 INITIAL BACKFILL FOR RCP CLASS III STORM DRAIN PIPE IN STATE MAINTAINED ROADWAY - COMPACTED SANDCEMENT STABILIZED BACKFILL WITH 7% PORTLAND CEMENT, COMPACTED TO 92% S.P.D., AS PER ASTM D4253 AND ASTM D698, 8" LOOSE LIFTS, MECHANICAL COMPACTION.

C-3 INITIAL BACKFILL FOR HIGH PERFORMANCE POLYPROPYLENE OR CORRUGATED PVC STORM DRAIN PIPE - SHALL BE CLASS I OR CLASS II WITH A MAXIMUM P.I. OF 19 (ASTM D2321) BACKFILL MATERIAL COMPACTED TO 92% S.P.D., 8" LOOSE LIFTS, MECHANICAL COMPACTION.

D. FINAL BACKFILL FOR RCP CLASS III, HIGH PERFORMANCE POLYPROPYLENE OR CORRUGATED PVC STORM DRAIN PIPE UNDER UNPAVED SECTIONS - SHALL BE CLASS I, II, III, OR IV, COMPACTED TO 92% S.P.D., (12" LOOSE LIFTS, MECHANICAL COMPACTION).

D-1 FINAL BACKFILL FOR RCP CLASS III, HIGH PERFORMANCE POLYPROPYLENE OR CORRUGATED PVC STORM DRAIN PIPE ON CITY STREETS, PARKING AREAS, DRIVEWAYS AND COUNTY ROADS - SHALL BE SOIL TYPE A1, A2, A3 WITH A MAXIMUM P.I. OF 19 (AASHTO M145) COMPACTED TO 92% S.P.D., 8" LOOSE LIFTS, MECHANICAL COMPACTION.

D-2 FINAL BACKFILL FOR RCP CLASS III, HIGH PERFORMANCE POLYPROPYLENE OR CORRUGATED PVC STORM DRAIN PIPE ON STATE MAINTAINED ROADWAY - COMPACTED SANDCEMENT STABILIZED BACKFILL WITH 7% PORTLAND CEMENT, COMPACTED TO 92% S.P.D., AS PER ASTM D4253 AND ASTM D698, 8" LOOSE LIFTS, MECHANICAL COMPACTION.

D-3 FINAL BACKFILL OR STRUCTURES (INLETS, MANHOLES, ETC.) - STRUCTURES UNDER THE ROADWAY AND UP TO 5 FT BEYOND THE EDGE OF PAVEMNTT/BACK OF CURB SHALL HAVE CLASS 1 OR CLASS II (ASTM D2321 OR SOIL TYPE 1A, A2, OR A3 (AASHTO M145) WITH A MAXIMUM P.I. OF 19 BACKFILL MATERIAL STRUCTURES BEYOND 5 FT FROM THE E.O.P/B.O.C. SHALL HAVE CLASS I, II, III OR IV (ASTM D2321) BACKFILL MATERIAL. FOUNDATION PREPARATION (WILLPOINTS, MINIMUM 4" GRAVEL OR CEMENTS STABILIZATION, OR APPROVED SUBSTITUTE) SHALL BE REQUIRED WHEN TRENCH BOTTOM IS UNSTABLE. BACKFILLING AT STRUCTURES SHALL BE PLACED IN UNIFORM LAYERS, MOISTENED AS REQUIRED TO APPROXIMATE OPTIMUM MOISTURE CONTENT AND COMPACTED TO 95% S.P.D (USE RELATIVE DENSITY TEST PER ASTM D4253 & ASTM D698). THE THICKNESS OF EACH LOOSE LAYER SHALL NOT EXCEED 8".

VOLUME 1, PAGE 53, H.C.M.R.

ENRIQUE G. GUZMAN ET AL
VOL. 1221, PG. 9, H.C.D.R.

1.81 AC.
ENRIQUE G. GUZMAN ET AL,
DOC. # 2014-2572446, H.C.O.R.

BENCH MARK #2

18.26'

N:16610189.254
E:1121404.634

(S 80° 15' 21" E)
S 80° 27' 29" E 341.29'
(N 89° 48' 51" E)
N 89° 36' 43" E 858.30'
816.2'

15.00' UTILITY EASEMENT

15.00' N.A.W.S.C. EASEMENT
VOLUME 1814, PAGE 685 H.C.O.R.

40.00

EXISTING
80.00' R.O.W

EXISTING 12" WATER LINE

15' EASEMENT TO N.A.W.S.
VOLUME 1782, PAGE 599 H.C.D.R.
VOLUME 1814, PAGE 685 H.C.D.R.

15.00' EXCLUSIVE EASEMENT TO
N.A.W.S.C. DEDICATED BY THIS PLAT

PROP. FIRE HYDRANT
(COMPLETE ASSEMBLY)
TOP FLANGE= 84.70

PROP. 16"x80LF. PVC CASING

BLOCK 116,
HALL-FIFIELD SUBDIVISION
VOLUME 1, PAGE 53, H.C.M.R.

(N 08° 51' 00" E)
N 08° 38' 52" E 663.19'

25' EASEMENT TO MAGIC VALLEY ELECTRIC
DOCUMENT No.458793 H.C.O.R.

SEPTIC TANK

VIOLETA STREET

R50.00'

N89° 21' 08"W 114.94'

S89° 23' 52"W 753.80'

PROP. FIRE HYDRANT
(COMPLETE ASSEMBLY)
TOP FLANGE= 83.80

PROP. 8" VALVE & BOX

PROP. FIRE HYDRANT
(COMPLETE ASSEMBLY)
TOP FLANGE= 83.20

PROP. 862 L.F. OF 8" PVC C-900 DR-18 WATER LINE

40' R.O.W. EASEMENT
VOLUME 655, PAGE 441 H.C.D.R.

PROP. 12"X12"X 8" TAP TEE
W/ 8" GATE VALVE & BOX

S 08° 38' 22" W 667.60'

(S 08° 50' 30" W)

VAL VERDE ROAD (F.M. 1423)

15.00' UTILITY EASEMENT

S.W. COR.
BLOCK 115

BLOCK 117

N 81° 21' 08" W 421.00'
(N 81° 09' 00" W)

37.36'
18.65'

N:16609533.561
E:1121304.911

80.0' R.O.W. DONNA IRRIGATION DISTRICT
VOLUME 103, PAGE 592 H.C.D.R.

40' DONNA IRRIGATION DISTRICT R.O.W.
VOLUME 103, PAGE 592 H.C.D.R.

737.6'
S 89° 23' 55" W 778.11'
(S 89° 36' 00" W)

15.00' EXCLUSIVE EASEMENT TO
N.A.W.S.C. DEDICATED BY THIS PLAT

20.00' ADDITIONAL R.O.W.
DEDICATED BY THIS PLAT

BENCH MARK #1

P.O.B.
S.E. COR.
BLOCK 115

140.5'

CONCRETE CANAL

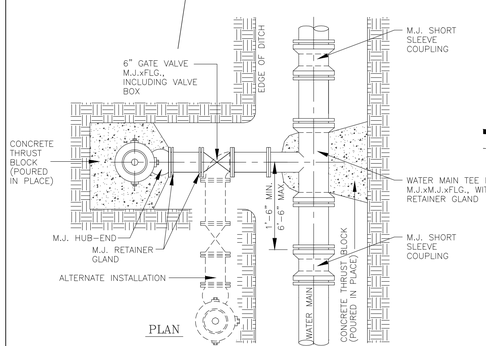
DRAIN DITCH

16' CULVERT

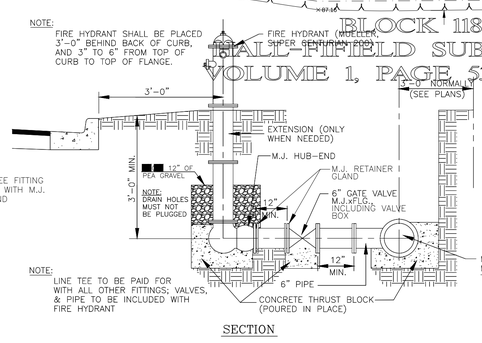
38.91'
17.61'
43.7'
A-A
17.77'

BLOCK 118,
HALL-FIFIELD SUBDIVISION
VOLUME 1, PAGE 53, H.C.M.R.

NOTE: IF UTILITY EASEMENT IS DEDICATED AT THE FRONT OF THE LOT, THE LOCATION OF THE ANGLE STOP IS TO BE DETERMINED BY N.A.W.S.C. AND THE ENGINEER.

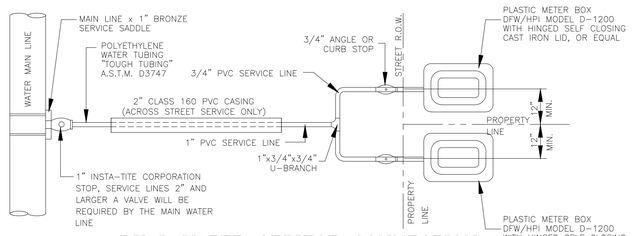


PLAN

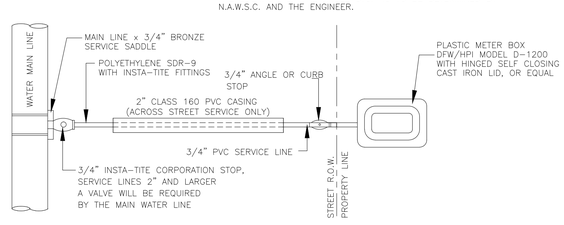


SECTION

TYPICAL FIRE HYDRANT INSTALLATION
N.T.S.



DUAL WATER SERVICE CONNECTION
N.T.S.



SINGLE WATER SERVICE CONNECTION
N.T.S.

JOB No.
14127.01

REVISION	DATE	BY

MELDEN & HUNT INC.
CONSULTANTS • ENGINEERS • SURVEYORS
115 W. McINTYRE
EDINBURG, TEXAS 78541
PH: (956) 381-0981
FAX: (956) 381-1839
ESTABLISHED 1947
TBPELS No. 10095600

ENG. TECH: CIRO
PROJECT ENG:
T-BOOK: 998', PG: 39-37
1. RELEASE DATE:
2. RELEASE DATE:
3. RELEASE DATE:
SCALE: 1" = 50'

MELDEN & HUNT, INC.
TEXAS REGISTRATION F-1435

STATE OF TEXAS
FRED L. KURTH
54151
LICENSED PROFESSIONAL ENGINEER

THE SEAL APPEARING ON THIS DOCUMENT WAS AUTHORIZED BY FRED L. KURTH, P.E. 54151

ALTERATION OF A SEALED DOCUMENT WITHOUT PROPER NOTIFICATION TO THE RESPONSIBLE ENGINEER IS AN OFFENSE UNDER THE TEXAS ENGINEERING PRACTICE LAW

MAIZ ACRES #6
HIDALGO COUNTY, TEXAS

PROPOSED WATER & SEPTIC IMPROVEMENTS

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File Name: XXXXXXXXXX

SHEET 2 OF 3

Y:\Land Development\Residential\Donna\14127 - Maiz Acres #6 (RHRW)\14127.00 - Plat Development\AutoCad Files\DWG\Maiz Acres 6.dwg, 6/4/2015 3:04:58 PM, DWG To PDF.pc3

VOL. 1221, PG. 9, H.C.D.R.

1.81 AC.
ENRIQUE G. GUZMAN ET AL,
DOC. # 2014-2572446, H.C.O.R.

(S 80° 15' 21" E)

(N 89° 48' 51" E)

816.2'

BENCH MARK #2

18.26'

82.1'

BLOCK 116,
HALL-FIFIELD SUBDIVISION
VOLUME 1, PAGE 53, H.C.M.R.

(N 08° 51' 00" E) 663.19'

N 08° 38' 52" E

N:16610189.254
E:1121404.634

S.W. COR. BLOCK 115

BLOCK 117

(N 81° 09' 00" W)

37.56'
18.65'

N:16609533.551
E:1121304.911

BLOCK 118,
HALL-FIFIELD SUBDIVISION
VOLUME 1, PAGE 53, H.C.M.R.

VOLUME 102, PAGE 592 H.C.M.R.

737.6'

CONCRETE CANAL

(S 89° 36' 00" W)

PROPOSED CONCRETE CANASTA W/GATE

PROPOSED ACCESS RAMP

DRAIN DITCH

SERVICE ACCESS

PROPOSED ACCESS RAMP

APPROXIMATE 340 FEET OF EXISTING CONCRETE CANAL TO BE REMOVED FOR DITCH WIDENING.

PROPOSED 30" IRRIGATION LINE

PROP. 24" TG-RCP 367 LF.

PROP. DISCHARGE STRUCTURE FL.=76.75

VIOLETA STREET

N81° 21' 08"W 114.94'

S89° 23' 52"W 753.80'

TC.=83.90

TC.=83.50

TC.=83.00

TC.=82.80

TC.=82.50

TC.=84.35

FL.=81.65

FL.=81.55

32.00' B-B

16.00'

9.00'

R40.00'

R25.0'

R50.00'

R20.0'

PROP. TYPE "A" INLET
W/ EXTENSION
TOP=82.50
FL.=78.50

PROP. TYPE "A" INLET
W/ EXTENSION
TOP=82.50
FL.=78.35

PROP. 18" RJ-RCP 48LF.
W/S.E.T.

PROP. 18" RJ-RCP35 LF.

C3

C4

C5

C6

C7

C8

C9

C10

C11

C12

C13

C14

C15

C16

C17

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C19

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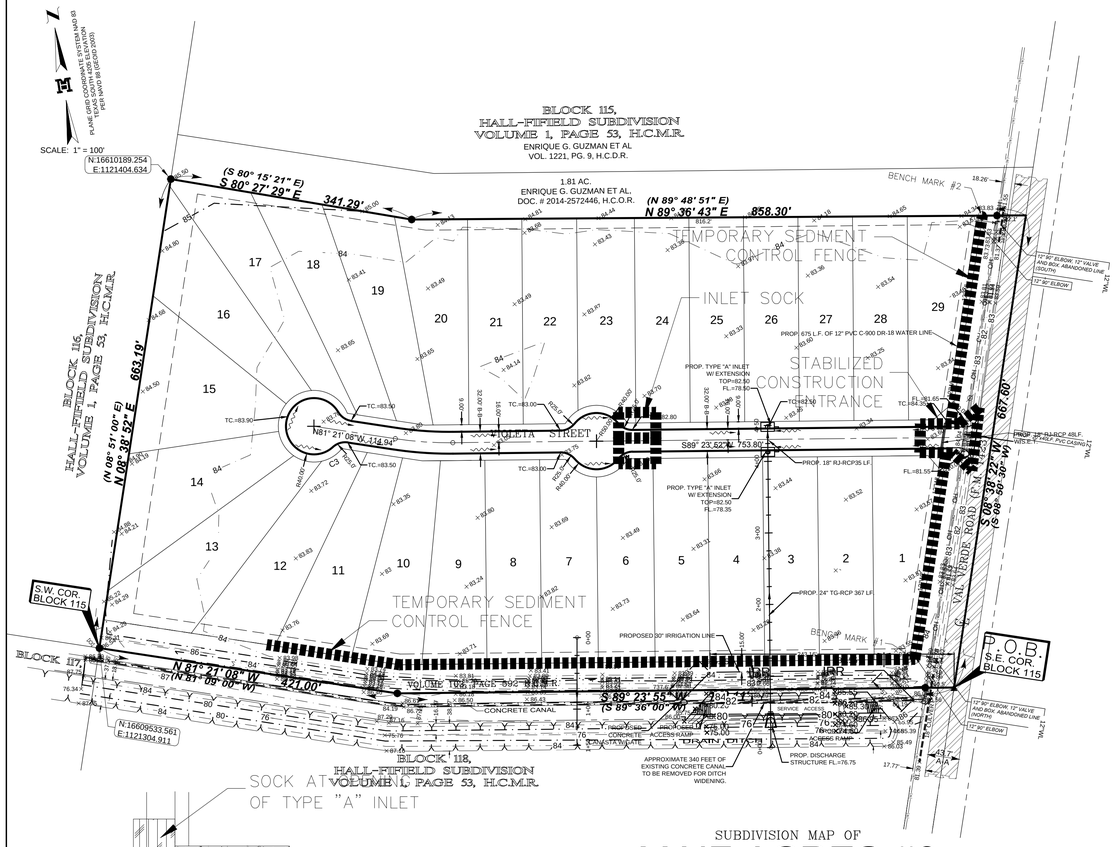
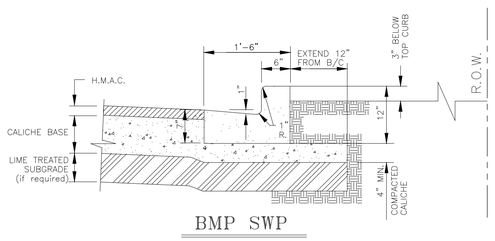


SUBDIVISION MAP OF

MAIZ ACRES #6

A RESUBDIVISION OF
20.00 ACRES OUT OF LOT 115,
HALL-FIFIELD SUBDIVISION, HIDALGO COUNTY, TEXAS,
AS RECORDED IN VOLUME 1, PAGE 53, H.C.M.R.
HIDALGO COUNTY, TEXAS
+84.15



BMP SWP

Notes :

1. Construction entrance(s) shall be located at the time of pre-contruction meeting.
2. Stone shall be 3 to 5 inch diameter crushed rock or acceptable crushed Portland Cement Concrete.
3. When necessary, vehicles shall be cleaned to remove sediment prior to entrance onto a public roadway. When washing is required, it shall be done on a area stabilized with crushed stone with drainage flowing away form both the street and the stabilized entrance. All sediment shall be prevented from entering any storm drain, ditch or watercourse using approved methods.
4. The entrance shall be maintained in a condition which will prevent tracking or flowing of sediment onto paved surfaces. This may require periodic top dressing with additional stone as conditions demand. All sediment spilled, dropped, washed or tracked onto paved surfaces, must be removed immediately.
5. The entrance must be properly graded or incorporate a drainage swale to prevent runoff from leaving the construction site.

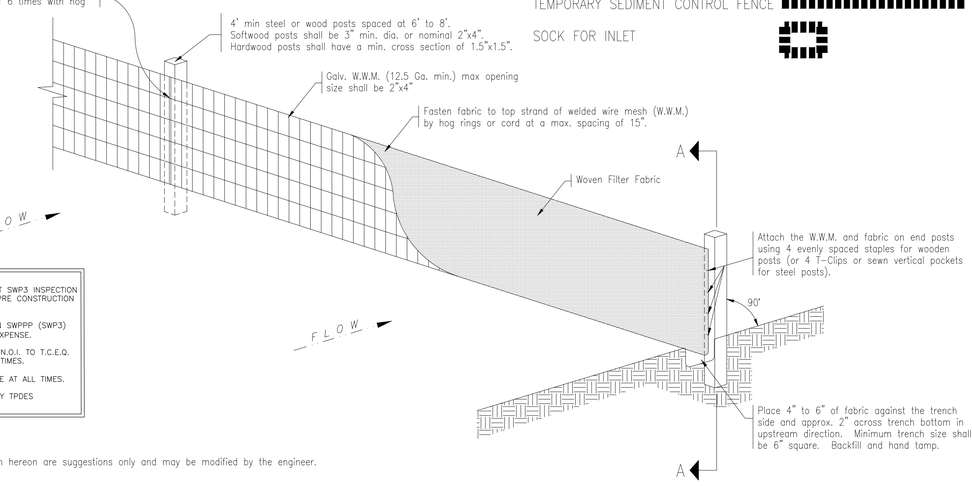
Stabilized Construction Entrance

Connect the ends of successive reinforcement sheets or rolls a min. of 6 times with hog rings.

LEGEND:

TEMPORARY SEDIMENT CONTROL FENCE

SOCK FOR INLET



*CONTRACTOR SHALL PRESENT SWP3 INSPECTION SCHEDULE TO ENGINEER AT PRE CONSTRUCTION MEETING.

*CONTRACTOR SHALL MAINTAIN SWPPP (SWP3) ON-SITE AT CONTRACTOR'S EXPENSE.

*CONTRACTOR SHALL SUBMIT N.O.I. TO T.C.E.Q. AND KEEP ON SITE AT ALL TIMES.

*"NOI" SHALL ALSO BE ONSITE AT ALL TIMES.

*CONTRACTOR SHALL ABIDE BY TPDES REQUIREMENTS.

GENERAL NOTES :

1. The guidelines shown hereon are suggestions only and may be modified by the engineer.

SEDIMENT CONTROL FENCE USAGE GUIDELINES

A sediment control fence may be constructed near the downstream perimeter of a disturbed area along a contour to intercept sediment from overland runoff. A 2-year storm frequency may be used to calculate the flow rate to be filtered.

Sediment control fence should be sized to filter a max. flow through rate of 100 GPM/FT . Sediment control fence is not recommended to control erosion from a drainage area larger than two acres.

TEMPORARY SEDIMENT CONTROL FENCE

PLAN SHEET LEGEND

Sediment Control Fence — SCF

GENERAL NOTES :

1. The guidelines shown hereon are suggestions only and may be modified by the engineer.
2. Hay bales shall be a minimum of 30" in length and weigh a minimum of 50 lbs.
3. Hay bales shall be bound by either wire or nylon or polypropylene string. The bales shall be composed enitrely of vegetable matter.
4. Hay bales shall be embedded in the soil a minimum of 4" and where possible 1/2 the height of the bale.
5. Hay bales shall be place in a row with ends tightly abutting the adjacent bales. The bales shall be placed with bindings parallel to the ground.
6. Hay bales shall be securely anchored in place with 3/8" dia. rebar or 2"x2" wood stakes driven through the bales. The first stake shall be angled towards the previously laid bale to force the bales together.

BALED HAY USAGE GUIDELINES

A Baled Hay Installation may be constructed near the downstream perimeter of a disturbed area along a contour to intercept sediment from overland runoff. A two year storm frequency may be used to calculate the flowrate to be filtered. The installation should be sized to filter a maximum flow thru rate of 5 GPM/FT of cross sectional area. Baled hay may be used at the following locations:

1. Where the runoff approaching the baled hay flows over disturbed soil less than 100'. If the slope of the disturbed soil exceeds 10%, the length of slope upstream the baled hay should be less than 50'.
2. Where the installation will be required for less than 3 months.
3. Where the contributing drainage area is less than 1/2 acre.

For Baled Hay Installations in small ditches, the additional following considerations apply:

1. The ditch sideslopes should be graded as flat as possible to maximize the drainage flowrate thru the hay.
2. The ditch should be graded large enough to contain the overtopping drainage when sediment has filled to the top of the baled hay.

Bales should be replace usually every two months or more often during wet weather when loss of structural integrity is accelerated.

PLAN VIEW

PROFILE VIEW

BALED HAY FOR EROSION CONTROL

PLAN SHEET LEGEND

Baled Hay — BH

JOB No. 14127.01

REVISION	DATE	BY

MELDEN & HUNT, INC.
CONSULTANTS • ENGINEERS • SURVEYORS
115 W. McINTYRE
EDINBURG, TX 78541
PH: (956) 381-0981
FAX: (956) 381-1839
ESTABLISHED 1947
TBPELS No. 10006600
257 N. FM 3167
RIO GRANDE CITY, TX 78582
PH: (956) 487-8256
FAX: (956) 487-8661
www.meldenandhunt.com

ENG. TECH: CIRO
PROJECT ENG.
T-BOOK: 987 , PG. 36-37
1. RELEASE DATE:
2. RELEASE DATE:
3. RELEASE DATE:
SCALE: 1" = 100'

MELDEN & HUNT, INC.
TEXAS REGISTRATION F-1435

STATE OF TEXAS
FRED L. KURTH
54151
LICENSED PROFESSIONAL ENGINEER

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MAIZ ACRES #6
HIDALGO COUNTY, TEXAS

TEMPORARY EROSION, SEDIMENT AND WATER POLLUTION CONTROL MEASURES

FABRIC FENCE and BALED HAY

ADOPTED FROM T.D.O.T. EC (1) - 93

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File Name: XXXXXXXXXX

SHEET 4 OF 4

Y:\Land Development\Residential\Donna\14127 - Maiz Acres #6 (RHRW)\14127.00 - Plat Development\AutoCad Files\DWG\Maiz Acres 6.dwg, 6/11/2015 12:01:22 PM, DWG To PDF.pc3

HIDALGO COUNTY
PLANNING DEPARTMENT

1304 SOUTH 25TH STREET
EDINBURG TEXAS 78539
Tel. 956-318-2840 Fax. 956-318-2844

T.J. Arredondo, CFM
Director of Planning

HIDALGO COUNTY COMMISSIONERS COURT MEETING

DATE: 6-23-2015

PROPOSED **REPLAT OF LOT 2 VISTA BONITA NO. 10** SUBDIVISION, PRECINCT No. **4.**

ENGINEER: **QUINTANILLA, HEADLEY & ASSOCIATES** DEVELOPER: **JOSE I. QUIROGA (HQ INVESTMENTS GROUP)**

☒ PRELIMINARY APPROVAL ☐ FINAL APPROVAL ☐ FINAL APPROVAL WITH FINANCIAL GUARANTEE ☐ WITH VARIANCE

NUMBER OF LOTS: **2** ☒*SINGLE FAMILY ___ ☐*MULTI-FAMILY ___ ☐COMMERCIAL ___ ☐INSTITUTIONAL

LOCATION DESCRIPTION: **West fronting Sunrise Lane (Vista Bonita No.10) approximately 600 feet east of Cesar Chavez Road, north of F.M. 2812.**

SUBDIVISION LIES WITHIN THE: ☒*ETJ of* **Edinburg** *and was approved administratively by said City.*

DRAINAGE REPORT WAS APPROVED BY HCDD#1: ON **3-10-2015** PROPERTY LIES WITHIN FLOOD ZONE: **" X"** AS PER FEMA.

DRAINAGE DESIGN: **Will be regarding existing drainage swales on property.**

DISTANCE TO A DRAIN DITCH: **½ mile west of development.**

ROAD R.O.W. DEDICATION: **No addition R.O.W. dedication needed.**

H.C.R.O.W. PRELIMINARYAPPROVAL DATE: **5-20-2015** By, **Jose Ochoa, Pct. 4** R.O.W. AGENT

H.C.H.D. PRELIMINARY APPROVAL DATE: **6-12-2015** By, **Elizardo "Chardo" Ramos** Environmental Health Division Manager

SEWER SYSTEM: ☒ OSSF & SOIL ANALYSIS WERE CONDUCTED BY: **Jose A. Gonzalez**
☐ OSSF HAVE BEEN INSTALLED AND INSPECTED BY HCHD

WATER SERVICE PROVIDER: **NAWSC** LINE SIZE: **6"** LOCATION: **East side of Sunrise Street.**

H.C.O.E.C. PRELIMINARY APPROVAL DATE: **6-12-2015** : By **Martin Ramirez** Environmental Compliance Coordinator
☒ **SMALL CONSTRUCTION**
The applicant has submitted the required small construction site notice as per Part II, Section E of the TPDES General Permit for Construction Activities (TXR150000) along with a copy of the Erosion Control Plan for the proposed project.

REQUEST FOR FINAL APPROVAL WITH: ☐ **Cash Deposit:** *Amount:$_____For:* ☐*OSSF(S)*_____ ☐PAVING ☐DRAINAGE ☐STREET SIGNS
☐ **A Letter of Credit** *Financial Institution:* _____ *L.O.C No.* _____
Amount: $_____For: ☐*OSSF(S)*_____ ☐PAVING ☐DRAINAGE ☐STREET SIGNS

PRELIMINARY APPROVAL FROM THE HIDALGO COUNTY COMMISSIONERS COURT ON: _____, __

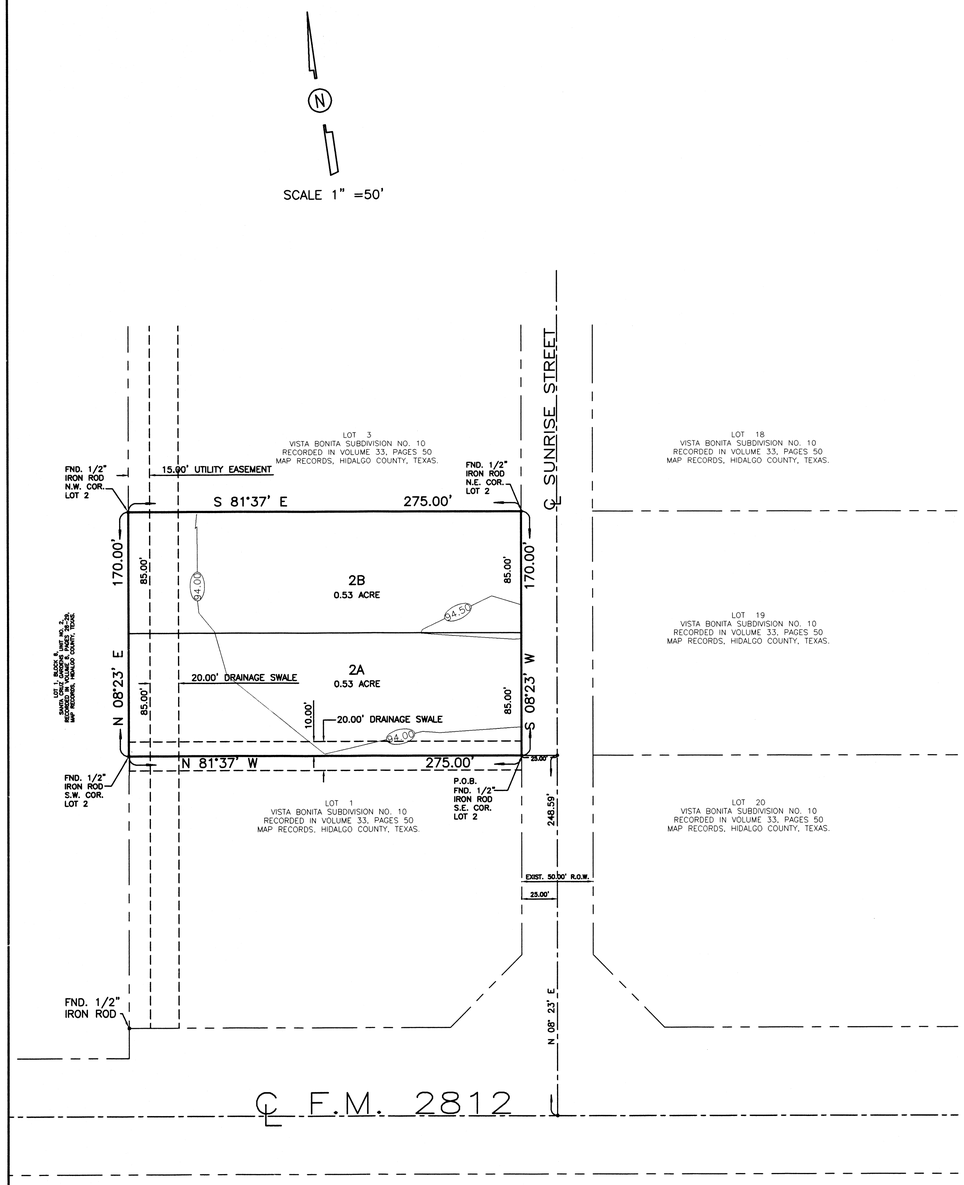
STAFF RECOMMENDS: ☒ **Preliminary Approval** *subject to comments and future recommendations by planning, other departments and the approval of the City of* **Edinburg**.
☐ **Final Approval** *subject to recommendations other departments*
☐ **Final Approval** *with financial guarantee.*

* *This subdivision plat has been reviewed and complies with the Hidalgo County Subdivision Rules, Texas Water Development Board Model Subdivision Rules and The Texas Local Government Code.*

SUBDIVISION PLAT OF:

REPLAT OF LOT 2
VISTA BONITA SUBDIVISION No 10

A 1.07 ACRE TRACT OF LAND BEING ALL OF LOT 2, VISTA BONITA SUBDIVISION No.10, HIDALGO COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN VOLUME 33, PAGE 50, MAP RECORDS, HIDALGO COUNTY, TEXAS, AND ACCORDING TO SPECIAL WARRANTY DEED RECORDED IN COUNTY CLERK'S DOCUMENT NUMBER 2583021, OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS.



PLAT NOTES AND RESTRICTIONS:

1.– FLOOD ZONE DESIGNATION: ZONE "X"
AREAS DETERMINED TO BE OUTSIDE 500–YEAR FLOOD PLAN.
COMMUNITY–PANEL NUMBER 480334 0325 D – JUNE 6, 2000 REVISED TO REFLECT LOMR
REVISED TO REFLECT LOMR
MAY 17, 2001

2.– SETBACKS:
FRONT: 25.00 FEET
REAR: 35.00 FEET
SIDE: 6.00 FEET
OR EASEMENT, WHICHEVER IS GREATER

3.– GENERAL NOTE FOR SINGLE FAMILY RESIDENTIAL:
NO MORE THAN ONE–SINGLE FAMILY DETACHED DWELLING SHALL BE LOCATED ON EACH LOT. NO COMMERCIAL USE SHALL BE ALLOWED ON ALL THE FOLLOWING INTERNAL LOT 2A AND LOT 2B. (ANY OTHER USE SHALL REQUIRE PLANNING DEPARTMENT, HEALTH DEPARTMENT AND FIRE MARSHALL APPROVAL). APPLICATIONS FOR CONSTRUCTION ARE REQUIRED PRIOR TO OCCUPYING THE LOT

4.– MINIMUM FINISH FLOOR NOTE:
MINIMUM FINISH FLOOR ELEVATION SHALL BE 18" ABOVE CENTERLINE OF THE STREET OR 18" ABOVE NATURAL GROUND, WHICHEVER IS GREATER.
ELEVATION CERTIFICATE MAY BE REQUIRED FOR LOTS LOCATED OUTSIDE A DESIGNATED FLOOD ZONE AT THE TIME FOR APPLICATION FOR CONSTRUCTION TO VERIFY PRE AND POST CONSTRUCTION FINISH FLOOR ELEVATIONS.
AN ELEVATION CERTIFICATE SHALL BE REQUIRED FOR ALL LOTS WITHIN A DESIGNATED FLOOD ZONE AT THE TIME FOR A DEVELOPMENT PERMIT APPLICATION.

5.– BENCHMARK NOTE:
THE FOLLOWING BENCHMARK IS IDENTIFIED ON THE FACE OF THE PLAT AND ON THE ATTACHED ENGINEERING PLANS.
B.M. No.1– ELEV=93.68, 1/2" IRON ROD ON THE SOUTHEAST CORNER OF THIS TRACT

6.– DRAINAGE:
IN ACCORDANCE WITH THE HIDALGO COUNTY DRAINAGE DISTRICT No. 1 AND HIDALGO COUNTY REQUIREMENTS, THIS DEVELOPMENT WILL BE REQUIRED TO RETAIN A TOTAL OF 1,536.00 CUBIC –FEET 0.04 ACRE FEET) OF STORM WATER RUNOFF. DRAINAGE RETENTION IN ACCORDANCE WITH THE LOCAL REQUIREMENTS WILL BE ACCOMPLISHED AS FOLLOWS:
SEE DRAINAGE REPORT ON SHEET No. 2 .

7.– DRAINAGE SWALE EASEMENTS NOTE:
NO FILL OR PERMANENT STRUCTURES SHALL BE ALLOWED WITHIN ANY DRAINAGE SWALE EASEMENT. EACH DRAINAGE SWALE EASEMENT SHALL BE KEPT CLEAR OF FENCES, BUILDINGS, PLANTINGS, AND OTHER OBSTRUCTIONS THAT WOULD INTERFERE WITH THE OPERATION OF THE DRAINAGE SWALE EASEMENT THE LOT OWNER SHALL BE RESPONSIBLE FOR THE MAINTENANCE OF THE SWALES.

8.– NO STRUCTURE SHALL BE PERMITTED OVER ANY EASEMENT.
EASEMENTS SHALL BE KEPT CLEAR OF FENCES, BUILDINGS, SHEDS, SHRUBS TREES, AND OTHER PLANTINGS (EXCEPT LOW, LESS THAN 18 INCHES MATURE HEIGHT, GROUND COVER, GRASS, OR FLOWERS) AND OTHER OBSTRUCTIONS THAT WOULD INTERFERE WITH THE OPERATIONS AND MAINTENANCE OF THE EASEMENT.

9.– EACH PURCHASED CONTRACT MADE BETWEEN A SUBDIVIDER AND PURCHASER OF A LOT IN THIS SUBDIVISION SHALL CONTAIN A STATEMENT DESCRIBING HOW AND WHEN WATER, SEWER, ELECTRICITY AND GAS SERVICES WILL BE MADE AVAILABLE TO THE SUBDIVISION.

10.– ON–SITE SEWAGE FACILITIES (OSSF) NOTE:
THIS SUBDIVISION SHALL USE ON–SITE SEWAGE FACILITIES IN ACCORDANCE WITH TCEQ AND HIDALGO COUNTY REGULATIONS FOR SEWAGE DISPOSAL.
THE SUBDIVIDER IS RESPONSIBLE FOR PROVIDING AN OSSF ON ALL LOTS.
A. OSSF SYSTEM IS BEING DESIGNED FOR DISPOSAL OF DOMESTIC SEWERAGE ONLY
B. EACH LOT ON THIS PLAT COMPLIES WITH THE MINIMUM 21,780 SQUARE FEET LOT AREA WITH POTABLE WATER SUPPLY.
C. OSSF SYSTEM SHALL REQUIRE INSPECTION AND APPROVAL BY HIDALGO COUNTY AUTHORIZED DEPARTMENT.
D. SOIL ANALYSIS HAVE BEEN SUBMITTED TO THE AUTHORIZED HIDALGO COUNTY DEPARTMENT AND EXCERPT MAY BE ALSO SEEN ON THE UTILITY LAYOUT FOR THIS SUBDIVISION AS SUBMITTED TO THE HIDALGO COUNTY PLANNING DEPARTMENT. THE SOIL EVALATOR HAS DETERMINED THAT THE SOIL IS SUITABLE FOR A STANDARD SEPTIC TANK AND ABSORPTIVE DRAINFIELD SYSTEM.
E. APPROVED "OSSF" PERMIT APPLICATION IS REQUIRED INCLUDING INDIVIDUAL LOT PLANNING MATERIALS PRIOR TO OCCUPYING A LOT.

11.– THERE ARE NO WATER WELLS WITHIN 150 FEET FROM THE BOUNDARIES OF THIS SUBDIVISION.

12.– LEGEND • – DENOTES 1/2" IRON ROD SET UNLESS OTHERWISE NOTED.

13.– BY: JOSE I. QUIROGA, MEMBER , THE OWNER & SUBDIVIDER OF REPLAT OF LOT 2 VISTA BONITA SUBDIVISION No 10 RETAINS AN EASEMENT UPON EACH LOT FOR THE PURPOSED OF INSTALLING AN APPROVED OSSF ON THE LOT AS DESCRIBED ON SHEET No. 2 OF THIS PLAT.

14.– ALL PUBLIC UTILITIES EASEMENTS DEDICATED BY THIS PLAT SHALL BE A MINIMUM WIDTH OF 15.00 FEET AS PER THE HIDALGO COUNTY MODEL SUBDIVISION RULES. BY SIGNING THIS PLAT DEVELOPER AND ENGINEER CERTIFY THAT ALL OTHER EASEMENTS SHOWN COMPLY WITH THE SIZE REQUIRED BY EACH UTILITY PROVIDER OCCUPYING AN EASEMENT.

METES AND BOUNDS

A 1.07 ACRE TRACT OF LAND BEING ALL OF LOT 2, VISTA BONITA SUBDIVISION No.10, HIDALGO COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN VOLUME 33, PAGE 50, MAP RECORDS, HIDALGO COUNTY, TEXAS, AND ACCORDING TO SPECIAL WARRANTY DEED RECORDED IN COUNTY CLERK'S DOCUMENT NUMBER 2583021, OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS. REFERENCE TO WHICH IS HERE MADE FOR ALL PURPOSES AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS.

BEGINNING AT A 1/2" IRON ROD FOUND ON THE WEST RIGHT OF WAY LINE OF SUNRISE STREET FOR THE SOUTHEAST CORNER OF LOT 2 AND THE SOUTHEAST CORNER OF THIS TRACT.

THENCE; N 81°37' W, ALONG THE SOUTH LINE OF LOT 2, A DISTANCE OF 275.00 FEET TO A 1/2" IRON ROD FOUND FOR THE SOUTHWEST CORNER OF LOT 2 AND THE SOUTHWEST CORNER OF THIS TRACT.

THENCE; N 08°23' E, ALONG THE WEST LINE OF LOT 2, A DISTANCE OF 170.00 FEET TO A 1/2" IRON ROD FOUND FOR THE NORTHWEST CORNER OF LOT 2 AND THE NORTHWEST CORNER OF THIS TRACT.

THENCE; S 81°37' E, ALONG THE NORTH LINE LOT 2, A DISTANCE OF 275.00 FEET TO A 1/2" IRON ROD FOUND ON THE WEST RIGHT OF WAY LINE OF SUNRISE STREET FOR THE NORTHEAST CORNER OF LOT 2 AND THE NORTHEAST CORNER OF THIS TRACT.

THENCE; S 08°23' W, ALONG THE EAST LINE OF LOT 2 AND THE WEST RIGHT OF WAY OF SUNRISE STREET, A DISTANCE OF 170.00 FEET TO THE POINT OF BEGINNING AND CONTAINING 1.07 ACRES OF LAND MORE OE LESS.

BEARINGS ARE IN ACCORDANCE WITH VISTA BONITA SUBDIVISION NO. 10, RECORDED IN VOLUME 33, PAGE 50, MAP RECORDS, HIDALGO COUNTY, TEXAS.

STATE OF TEXAS
COUNTY OF HIDALGO

I, ALFONSO QUINTANILLA, A REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF TEXAS, DO HEREBY CERTIFY THAT THIS PLAT IS TRUE AND CORRECTLY MADE FROM AN ACTUAL SURVEY MADE ON THE GROUND OF THE PROPERTY LEGALLY DESCRIBED HEREON, AND THAT THERE ARE NO APPARENT DISCREPANCIES, CONFLICTS, OVERLAPPING OF IMPROVEMENTS, VISIBLE UTILITY LINES OR ROADS IN PLACE, EXCEPT AS SHOWN ON THE ACCOMPANYING PLAT, AND THAT THE CORNER MONUMENTS SHOWN THEREON WERE PROPERLY PLACED UNDER MY SUPERVISION IN ACCORDANCE WITH THE SUBDIVISION REGULATIONS OF THE CITY OF EDINBURG, TEXAS.

DATED THIS THE 03 DAY OF MARCH 2015.

REGISTERED PROFESSIONAL SURVEYOR
No. 4856 STATE OF TEXAS

STATE OF TEXAS
COUNTY OF HIDALGO
OWNER'S DEDICATION, CERTIFICATION, AND ATTESTATION

I, JOSE I. QUIROGA, MEMBER., AS OWNER OF THE 1.07 ACRES TRACT OF LAND ENCOMPASSED WITHIN THE PROPOSED REPLAT OF LOT 2 VISTA BONITA SUBDIVISION No 10, HEREBY SUBDIVIDE THE LAND AS DEPICTED IN THIS SUBDIVISION PLAT AND DEDICATE TO PUBLIC USE THE STREET, PARK, AND EASEMENTS SHOWN HEREIN.
I CERTIFY THAT I HAVE COMPLIED WITH THE REQUIREMENTS OF TEXAS LOCAL GOVERNMENT CODE §232.032 AND THAT:
(A) THE WATER QUALITY AND CONNECTIONS TO THE LOTS MEET, OR WILL MEET, THE MINIMUM STATE STANDARDS;
(B) SEWER CONNECTIONS TO THE LOTS OR SEPTIC TANKS MEET, OR WILL MEET, THE MINIMUM REQUIREMENTS OF STATE STANDARDS;
(C) ELECTRICAL CONNECTIONS PROVIDED TO THE LOTS MEET, OR WILL MEET, THE MINIMUM STATE STANDARDS; AND
(D) GAS CONNECTIONS, IF AVAILABLE, PROVIDED TO THE THE LOTS MEET, OR WILL MEET, THE MINIMUM STATE STANDARDS. I ATTEST THAT THE MATTERS ASSERTED IN THIS PLAT ARE TRUE AND COMPLETE.

DATE

HQ INVESTMENT GROUP, LLC
JOSE I. QUIROGA, MEMBER
319 QUARTZ STREET
EDINBURG, TEXAS 78539

STATE OF TEXAS
COUNTY OF HIDALGO

BEFORE ME, the undersigned notary public, on this day personally appeared JOSE I. QUIROGA, MEMBER proved to me through his Texas Department of Public Safety Driver License to be the person whose name is subscribed to the foregoing instrument, who, being by me first duly sworn, declared that the statements therein are true and correct and acknowledged that she executed the same for the purposed and consideration thereby expressed.

Given under my hand and seal of office this _____ day of _____, 20___.

LILIA A. QUINTANILLA
Notary Public, State of Texas
My Commission Expires
July 23, 2016.

LILIA A. QUINTANILLA– NOTARY PUBLIC

HIDALGO COUNTY
CERTIFICATE OF PLAT APPROVAL
UNDER LOCAL GOVERNMENT CODE § 232.028(a)

WE THE UNDERSIGNED CERTIFY that this plat of the REPLAT OF LOT 2 VISTA BONITA SUBDIVISION No 10 was reviewed and approved by the Hidalgo County Commissioners Court on _____, _____.

Hidalgo County Judge — Date

ATTEST:
Hidalgo County Clerk — Date

HIDALGO COUNTY DRAINAGE DISTRICT NO. 1 HEREBY CERTIFIES THAT THE DRAINAGE PLANS FOR THIS SUBDIVISION COMPLY WITH THE MINIMUM STANDARDS OF THE DISTRICT ADOPTED UNDER TEXAS WATER CODE NO. 49.211(c). THE DISTRICT HAS NOT REVIEWED AND DOES NOT CERTIFY THAT THE DRAINAGE STRUCTURES DESCRIBED ARE APPROPRIATE FOR THE SPECIFIC SUBDIVISION, BASED ON GENERALLY ACCEPTED ENGINEERING CRITERIA. IT IS THE RESPONSIBILITY OF THE DEVELOPER OF THE SUBDIVISION AND ITS ENGINEER TO MAKE THESE DETERMINATIONS.

HIDALGO COUNTY DRAINAGE DISTRICT NO. 1
BY: _____

STATE OF TEXAS
COUNTY OF HIDALGO

I, THE UNDERSIGNED, A LICENSED PROFESSIONAL ENGINEER IN THE STATE OF TEXAS, DO HEREBY CERTIFY THAT THE PROPER ENGINEERING CONSIDERATIONS HAVE BEEN GIVEN TO THIS PLAT.

I CERTIFY THAT THE WATER AND SEWER SERVICE FACILITIES FOR LOTS INTENDED FOR RESIDENTIAL PURPOSES DESCRIBED ABOVE ARE IN COMPLIANCE WITH THE MODEL RULES ADOPTED UNDER SECTION 16.343, WATER CODE. THE ESTIMATED COSTS TO INSTALL UNCONSTRUCTED WATER AND SEWAGE FACILITIES DESCRIBED ABOVE ARE AS FOLLOWS: WATER FACILITIES: THESE FACILITIES HAVE BEEN CONSTRUCTED AT A TOTAL COST OF $ 00,000.00

SEWAGE FACILITIES: INSTALLATION OF SEPTIC SYSTEMS ARE ESTIMATED TO COST $ 1,500.00 PER LOT (ALL INCLUSIVE), FOR A TOTAL OF $ 3,000.00 FOR THE SUBDIVISION. THE SUBDIVIDER WILL PAY A TOTAL OF $ 3,000.00 TO COVER THE COST OF INSTALLATION OF SEPTIC SYSTEMS.

DATED THIS THE 9TH DAY OF MARCH 2015

LICENSED PROFESSIONAL ENGINEER
No. 95534 STATE OF TEXAS

PLANNING & ZONING
COMMISSION CERTIFICATION

"I, the undersigned, Chairperson of the Planning and Zoning Commission of the City of Edinburg, hereby certify that this SUBDIVISION plat known as REPLAT OF LOT 2 VISTA BONITA SUBDIVISION No 10 conforms to all requirements of the SUBDIVISION Regulations of this City wherein my approval is required and has been approved for recording on the _____ day of _____, 20__."

CHAIRPERSON–PLANNING & ZONING COMMISSION

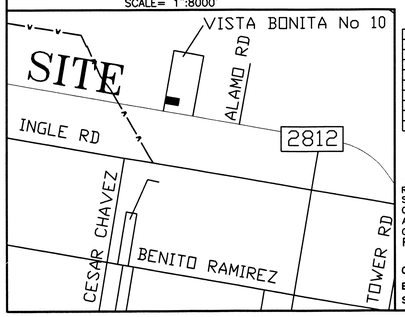
I, THE UNDERSIGNED, MAYOR OF THE CITY OF EDINBURG, HEREBY CERTIFY THAT THIS SUBDIVISION PLAT CONFORMS TO ALL REQUIREMENTS OF THE SUBDIVISION REGULATIONS OF THIS CITY WHEREIN MY APPROVAL IS REQUIRED.

ATTEST:

MAYOR'S SIGNATURE — DATE — CITY SECRETARY — DATE

LOCATION MAP

SCALE= 1":8000'



REVISION NOTES

No.	Sheet	REVISION	Date	Approved

INDEX TO SHEETS

SHEET 1.– HEADING INDEX: LOCATION MAP AND ETJ: PRINCIPAL CONTACTS: MAP: LOT, STREETS, AND EASEMENT LAYOUT: DESCRIPTION (METES AND BOUNDS): ENGINEER'S & SURVEYOR'S CERTIFICATION: PLAT NOTES AND RESTRICTIONS: OWNER'S ACKNOWLEDGMENT: CITY APPROVAL CERTIFICATE: MAYOR'S CERTIFICATE, ADMINISTRATOR'S CERTIFICATE, PLANNING & ZONING CERTIFICATE, N.A.W.S.C. CERTIFICATE, HIDALGO COUNTY R.O.W. CERTIFICATE, COUNTY CLERK'S RECORDING CERTIFICATE: H.C.D.D. No. 1 CERTIFICATION, SANTA CRUZ IRRIGATION DISTRICT No. 15 CERTIFICATION, REVISION NOTES.

SHEET 2.– ENGINEERING REPORT, INCLUDING DESCRIPTION OF WATER AND OSSF AND ENGINEER'S CERTIFICATION (ENGLISH AND SPANISH VERSION), COUNTY CLERK'S RECORDING CERTIFICATE

SHEET 3.– DRAINAGE REPORT INCLUDING DESCRIPTION OF DRAINAGE AND DRAINAGE SWALES, MAP OF TOPOGRAPHY AND DRAINAGE, AND ENGINEERING CERTIFICATION: REVISION NOTES. COUNTY CLERK'S RECORDING CERTIFICATE

LOCATION OF SUBDIVISION WITH RESPECT TO THE EXTRATERRITORIAL JURISDICTION OF A MUNICIPALITY:
REPLAT OF LOT 2 VISTA BONITA SUBDIVISION No 10 IS LOCATED IN MIDDLE HIDALGO COUNTY AT 248.59 FEET EAST OF INTERSECTION OF SUNRISE STREET AND FM 2812 ROAD. THE ONLY NEARBY MUNICIPALITY IS THE CITY OF EDINBURG. ACCORDING TO THE OFFICIAL MAP IN THE OFFICE OF THE SECRETARY OF THE CITY OF EDINBURG (POPULATION 62,735), REPLAT OF LOT 2 VISTA BONITA SUBDIVISION No 10 LIES APPROXIMATELY 2.0 MILES FROM THE CITY LIMITS AND IT IS WITHIN THE CITY'S TWO–MILE EXTRA–TERRITORIAL JURISDICTION (ETJ) UNDER LOCAL GOVERNMENT CODE § 42.021. IT LIES IN PCT. 4.

PRINCIPAL CONTACTS:

	Name	Address	City & Zip	Phone	Fax
OWNER:	BY: JOSE I. QUIROGA, MEMBER	319 QUARTZ STREET	EDINBURG, TX 78539		
ENGINEER:	ALFONSO QUINTANILLA	124 E. STUBBS	EDINBURG, TX 78539	(956)381–6480	(956)381–0527
SURVEYOR:	ALFONSO QUINTANILLA	124 E. STUBBS	EDINBURG, TX 78539	(956)381–6480	(956)381–0527

HIDALGO COUNTY
CERTIFICATE OF PLAT APPROVAL

I THE UNDERSIGNED CERTIFY THAT THIS PLAT OF **REPLAT OF LOT 2 VISTA BONITA SUBDIVISION No 10** WAS REVIEWED AND APPROVED BY THE HIDALGO COUNTY HEALTH DEPARTMENT ON _____, 20__.

HIDALGO COUNTY ASSISTANT CHIEF INSPECTOR — DATE

FILED FOR RECORD IN
HIDALGO COUNTY
ARTURO GUAJARDO, JR.
HIDALGO COUNTY CLERK

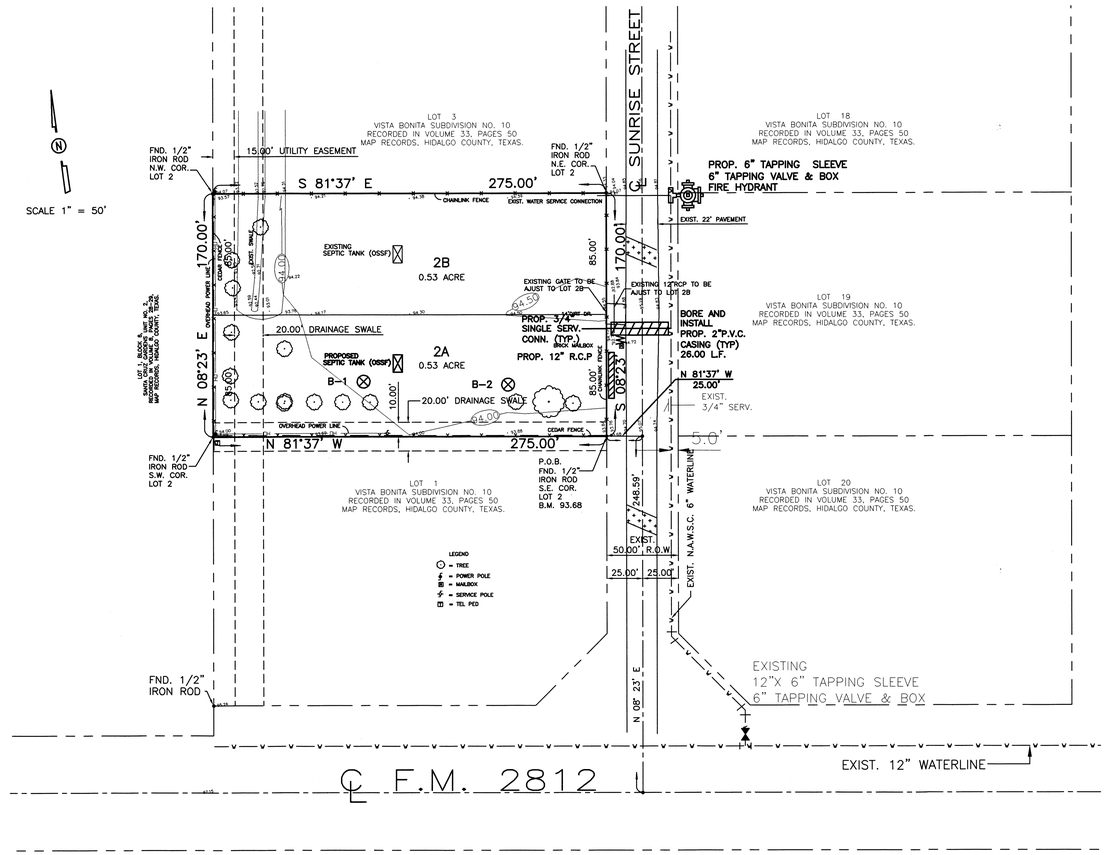
ON: _____ AT _____ AM/PM
INSTRUMENT NUMBER _____
OF THE MAP RECORDS OF HIDALGO COUNTY, TEXAS

BY: _____ DEPUTY

QUINTANILLA, HEADLEY AND ASSOCIATES, INC.
CONSULTING ENGINEERS · LAND SURVEYORS
124 E. STUBBS ST.
EDINBURG, TEXAS 78539
PHONE 956–381–6480
FAX 956–381–0527

SHEET NO. 1 OF 2 SHEETS	F:\DATA\SUBDIVISION\EDINBURG\REPLAT OF LOT 2 VISTA BONITA SUBD. No 10			
	DATE PREPARED	PREPARED BY	CHECKED BY	APPROVED BY
	03/03/2015	J.LUIS CAMACHO		
	DATE REVISED		CHECKED BY	APPROVED BY

MAP OF TOPOGRAPHY AND DRAINAGE / MAPA DE TOPOGRAFIA Y DRENAJE
MAP OF WATER DISTRIBUTION SYSTEM/ MAPA DE DISTRIBUCION DE AGUA



SUBDIVIDER CERTIFICATION

1.– BY COMPLETING THE IMPROVEMENTS DESCRIBED ON THE PLAT, SUBDIVIDER WILL COMPLY WITH MINIMUM STATE STANDARDS AND THAT (a) WATER QUALITY AND CONNECTIONS INCLUDING WATER METERS TO THE LOTS MEET SUCH STANDARDS AND (b) SEWER CONNECTIONS TO THE LOTS OR SEPTIC TANKS MEET OR WILL MEET SUCH STANDARDS AND WILL BE BY STATE AND COUNTY REGULATIONS.

SUBDIVIDER STATEMENT:

1.– I (WE), **KATHRYN I. EAST** SUBDIVIDERS OF **REPLAT OF LOT 2 VISTA BONITA No 10** I HEREBY CERTIFY SEWER PERMITS ARE REQUIRED PRIOR TO BUILDING ON ANY LOT AND THAT AN ADEQUATE DRINKING WATER SOURCE WILL BE AVAILABLE TO EACH LOT OF THE TYPE, QUALITY & QUANTITY TO ENABLE EACH PERSON PURCHASING A LOT HAVE ADEQUATE WATER TO COMPLY WITH THE REGULATIONS AND THE LAWS TO THE STATE AS REQUIRED BY STATE AND COUNTY REGULATIONS.

_____ _____
KATHRYN I. EAST — DATE

P.M.B. 703, 2112 W. UNIVERSITY DRIVE
EDINBURG, TEXAS. 78539.

STATE OF TEXAS
COUNTY OF HIDALGO

BEFORE ME, the undersigned notary public, on this day personally appeared KATHRYN I. EAST proved to me through his Texas Department of Public Safety Driver License to be the person whose name is subscribed to the foregoing instrument, who, being by me first duly sworn, declared that the statements therein are true and correct and acknowledged that she executed the same for the purposed and consideration thereby expressed.

Given under my hand and seal of office this _____ day of _____, 20__.

LILIA A. QUINTANILLA
Notary Public, State of Texas
My Commission Expires
July 23, 2016.

_____
LILIA A. QUINTANILLA– NOTARY PUBLIC

B–1 ⊗ BORINGS ▭ SEPTIC TANK

B–1 ⊗ POZOS ▭ FOSAS SEPTICAS

COST ESTIMATE

WATER DISTRIBUTION: $_____
DRAINAGE IMPROVEMENTS: $_____
SEPTIC TANK (OSSF): $_____

REVISION NOTES

No.	Sheet	REVISION	Date	Approved

QUINTANILLA, HEADLEY AND ASSOCIATES, INC.
CONSULTING ENGINEERS · LAND SURVEYORS
124 E. STUBBS ST.
EDINBURG, TEXAS 78539
REGISTRATION NUMBER F–1513
PHONE 956–381–6480
FAX 956–381–0527
OFFICE@QHAENGINEERING.COM

SUBDIVISION PLAT OF:

REPLAT OF LOT 2
VISTA BONITA SUBDIVISION No 10

A 1.07 ACRE TRACT OF LAND BEING ALL OF LOT 2, VISTA BONITA SUBDIVISION No.10, HIDALGO COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN VOLUME 33, PAGE 50, MAP RECORDS, HIDALGO COUNTY, TEXAS, AND ACCORDING TO SPECIAL WARRANTY DEED RECORDED IN COUNTY CLERK'S DOCUMENT NUMBER 2583021, OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS.

DRAINAGE REPORT
FOR
REPLAT OF LOT 2 VISTA BONITA No. 10

Replat of Lot 2 Vista Bonita No. 10 is a 1.07 acre tract of land being all of Lot 2, Vista Bonita Subdivision No. 10, Hidalgo County, Texas, according to the map or plat thereof recorded in Volume 33, Page 50, map records, Hidalgo County, Texas, and According to Special Warranty Deed recorded in County Clerk's Document Number 2583021, official records, Hidalgo County, Texas. This subdivision is located on the west side of Sunrise Street approximately 249 feet north of F.M. 2812. The site is vacant. The proposed subdivision will consist of 2 residential lots that will be a minimum of 21,780 square feet each.

The tract is Zone "X" as per FEMA Flood Insurance Rate Map, Community Panel No. 480334 0325 D, dated on June 6, 2000 with LOMR dated May 17, 2001.

The soil is fine sandy loam, clay loam, and sandy clay loam. This soil is well drained. Permeability is generally moderate. Plasticity Index has a range of NP–27. See attached Soil Survey of Hidalgo County, Texas tables.

Presently, the site has very minimal runoff. The existing runoff for the proposed subdivision is Q= 0.75 cubic feet per second based on a 10–year storm.

After development the runoff will be Q= 2.55 cubic feet per second for an increase of Q= 1.80 cubic feet per second. Detention will be 1,536.10 cubic feet (0.04 acre feet) or 768.05 cubic feet (0.02 acre feet) per lot and can be obtained in the yards and an existing drainage swale that is 20 feet wide by a varied depth of 1.0 to 1.5 feet

CERTIFICATION:

BY MY SIGNATURE BELOW, I CERTIFY THAT THE 100–YEAR FLOODPLAIN FOR ZONE "X" (AREAS DETERMINED TO BE OUTSIDE 500–YEAR FLOOD PLAIN) AS DESCRIBED IN COMMUNITY PANEL NUMBER 480334 0350 C, REVISED TO REFLECT LOMR–MAY 17, 2001 IS CONTAINED WITHIN THE DRAINAGE OF THE SUBDIVISION, AS SHOWN BELOW.

STATE OF TEXAS · ALFONSO QUINTANILLA · 95534 · LICENSED PROFESSIONAL ENGINEER

P.E. 5-20-15

ALFONSO QUINTANILLA
P.E. No. 95534 — DATE

THE COUNTY OF HIDALGO TEXAS

FILED FOR RECORD IN
HIDALGO COUNTY
ARTURO GUAJARDO, JR.
HIDALGO COUNTY CLERK

ON: _____AT_____ AM/PM
INSTRUMENT NUMBER_____
OF THE MAP RECORDS OF HIDALGO COUNTY, TEXAS

BY:_____ DEPUTY

FINAL ENGINEERING REPORT FOR REPLAT OF LOT 2 VISTA BONITA No 10

WATER SUPPLY: Description, Costs, and Operability date

REPLAT OF LOT 2 VISTA BONITA No 10 WILL BE PROVIDED WITH POTABLE WATER BY NORTH ALAMO WATER SUPPLY CORPORATION ("N.A.W.S.C."). THE SUBDIVIDER AND N.A.W.S.C. HAVE ENTERED INTO A CONTRACT IN WHICH N.A.W.S.C. PROMISED TO PROVIDE SUFFICIENT WATER TO THE SUBDIVISION FOR AT LEAST 30 YEARS AND N.A.W.S.C. HAVE PROVIDED DOCUMENTATION TO SUFFICIENTLY ESTABLISH THE LONG TERM QUANTITY AND QUALITY OF THE AVAILABLE WATER SUPPLIES TO SERVE THE FULL DEVELOPMENT OF THE SUBDIVISION. N.A.W.S.C. HAS AN EXISTING 6" DIAMETER WATERLINE RUNNING ALONG THE EAST SIDE OF SUNRISE STREET.

THE WATER SYSTEM FOR REPLAT OF LOT 2 VISTA BONITA No 10 CONSIST OF A 3/4" SINGLE SERVICE CONNECTION BORE AND INSTALLED FROM THE EXISTING 6" WATERLINE. LOT 2B IS SERVICE BY AN EXISTING NORTH ALAMO WATER SUPPLY CORPORATION.

THE ESTIMATED COST TO INSTALL THE 3/4" DIAMETER SINGLE SERVICE LINE, AND THE WATER METER BOXE IS $ FOR LOT 2A THE WATER DISTRIBUTION SYSTEM HAVE ALREADY BEEN INSTALLED, AT A TOTAL COST OF $, FOR LOT 2A. IN ADDITION, THE SUBDIVIDER HAS PAID N.A.W.S.C. THE SUM OF $. FOR LOT 2A STATED IN THE 30 YEAR WATER SERVICE AGREEMENT WHICH SUM REPRESENTS THE TOTAL COST OF WATER METER, RIGHTS ACQUISITION FEES, AND ALL MEMBERSHIP OR OTHER FEES ASSOCIATED WITH CONNECTING THE INDIVIDUAL LOTS IN THE SUBDIVISION TO N.A.W.S.C. UPON REQUEST BY THE LOT OWNER, N.A.W.S.C. WILL PROMPTLY INSTALL AT NO CHARGE THE WATER METER FOR THAT LOT. THE SUBDIVIDER HAS INSTALLED 1 FIRE HYDRANTS AT A UNIT COST OF $ FOR A TOTAL COST OF $. THE ENTIRE WATER FACILITIES HAVE BEEN APPROVED AND ACCEPTED BY N.A.W.S.C. AND SAID DISTRIBUTION SYSTEM IS OPERABLE AS OF THE DATE OF THE RECORDING OF THE PLAT

SEWAGE FACILITIES: Description and Costs.

SEWAGE FROM REPLAT OF LOT 2 VISTA BONITA No 10, IS TREATED BY INDIVIDUAL ON–SITE SEWAGE FACILITIES ("OSSF") CONSISTING OF A STANDARD DESIGN DUAL COMPARTMENT SEPTIC TANK AND A DRAINFIELD ON EACH LOT. THE SITE EVALUATOR (LICENSE NUMBER OS 12258) HAS EVALUATED THE SUITABILITY OF THE SUBDIVISION SITE FOR OSSF AND SUBMITTED A REPORT CONCLUDING THAT THE SITE IS SUITABLE FOR OSSF. THE REPORT WAS REVIEWED AND APPROVED BY THE HIDALGO COUNTY HEALTH DEPARTMENT. HIGHLIGHTS OF THE REPORT ARE AS FOLLOWS: AND THE DRAINAGE EASEMENTS.

EACH LOT IN THE SUBDIVISION IS AT LEAST 1/2 ACRE IN SIZE THE UNITED STATES OF AGRICULTURE SOIL CONSERVATION SERVICE SOIL SURVEY BOOK INDICATED A FINE SANDY LOAM. THE SITE EVALUATOR (LICENSE NUMBER OS 12258) HAD TWO (2) TEST BORINGS MADE AT OPPOSITE AREAS OF THE SUBDIVISION AT THE CENTERS OF LOTS 2A (ADDITIONAL BORINGS WERE UNNECESSARY BECAUSE THE SOILS ARE VERY UNIFORM WITHIN THIS LIMITED AREA.) THE SOIL REPORT AS PREPARED BY THE SITE EVALUATOR (LICENSE NUMBER OS 12258) INDICATES A FINE SANDY LOAM (WITH TEXURE CLASS II) EXTENDING MORE THAN 24" BELOW THE BOTTOM OF ANY EXIST. EXCAVATIONS. THE SUBDIVISION DRAINS WELL, THE 10–YEAR FLOODPLAIN BEING CONTAINED WITHIN THE STREET AND THE DRAINAGE EASEMENTS.

THE COST TO INSTALL A SEPTIC SYSTEM ON AN INDIVIDUAL LOT IS $_____, INCLUDING THE COST FOR THE REQUIRED PERMIT AND LICENSE. ALL OSSFS HAVE BEEN INSTALLED AS OF THE TIME OF APPLICATION FOR FINAL PLAT APPROVAL AT A TOTAL COST OF $_____ THE HIDALGO COUNTY HEALTH DEPARTMENT HAS INSPECTED AND APPROVED THE INSTALLATION OF ALL OSSF ON

CERTIFICATION:

BY MY SIGNATURE BELOW, I CERTIFY THAT THE WATER AND SEWAGE SERVICE FACILITIES DESCRIBED ABOVE ARE IN COMPLIANCE WITH THE MODEL RULES ADOPTED UNDER SECTION 16.343, WATER CODE.I CERTIFY THAT THE ESTIMATED COSTS TO INSTALL UNCONSTRUCTED WATER AND ON–SITE SEWAGE FACILITIES, DISCUSSED ABOVE, ARE AS FOLLOWS:

WATER FACILITIES– THIS FACILITY ARE FULLY CONSTRUCTED, WITH INSTALLATION OF WATER METERS, AT A TOTAL COST OF $_____ OR $_____PER LOT.

SEWAGE FACILITIES– THESE FACILITIES FULLY CONSTRUCTED WILL COST A GRAND TOTAL OF $_____ WHICH EQUALS TO $_____ PER LOT.

STATE OF TEXAS · ALFONSO QUINTANILLA · 95534 · LICENSED PROFESSIONAL ENGINEER

P.E. 5-20-15

ALFONSO QUINTANILLA
P.E. No. 95534 — DATE

REPORTE FINAL DE INGENIERIA PARA LA SUBDIVISION DE REPLAT OF LOT 2 VISTA BONITA No 10
BY ALFONSO QUINTANILLA, P.E.

PROVISION DE AGUA: Descripcion, Gastos, y Fecha de Incio

REPLAT OF LOT 2 VISTA BONITA No 10 SERA PROVISTA DE AGUA POTABLE POR LA COMPAÑIA DE AGUA DE NORTH ALAMO WATER SUPPLY CORPORATION (N.A.W.S.C.). EL DUEÑO DE LA SUBDIVISION Y LA COMPAÑIA DE AGUA N.A.W.S.C. SE HAN COMPROMETIDO A PROVEER DE AGUA SUFICIENTE A LA SUBDIVISION POR UN PERIODO DE 30 AÑOS. LA COMPAÑIA DE AGUA N.A.W.S.C. HA PRESENTADO LA DOCUMENTACION DEMOSTRANDO LA DISPONIBILIDAD DE CANTIDAD Y CALIDAD DE AGUA A LARGO PLAZO QUE SERVIRA PARA EL FUTURO DESARROLLO DE LA SUBDIVISION. N.A.W.S.C. TIENE UN LINEA DE AGUA EXISTENTE DE 8" DE DIAMETRO QUE CORRE POR EL LADO ESTE DE LA CALLE SUNRISE STREET.

EL SISTEMA DE AGUA PARA EL REPLAT OF LOT 2 VISTA BONITA No 10 CONSISTE DE UN SERVICIO SINGULAR DE 3/4" QUE SERA PERFORADO E INSTALADO EN LA LINEA EXISTENTE DE 6". LOTE 2B ES PROVEIDO POR LA COMPANIA NORTH ALAMO WATER SUPPLY CORPORATION

EL COSTO ESTIMADO DEL LA LINEA DE SERVICIO SENCILLO DE 3/4" DE DIAMETRO Y LAS CAJA DE EL MEDIDOR DE AGUA SERA INSTALADO A UN COSTO TOTAL DE US$ PARA EL LOTE 2A, ADICIONALMENTE, EL DUEÑO DE LA SUBDIVISION PAGARA A N.A.W.S.C. LA CANTIDAD DE US$ O US$ POR SOLAR DE ACUERDO AL CONTRATO Y DOCUMENTO DE 30 AÑOS DE SERVICIO DE AGUA POTABLE EL CUAL CUBRE LOS MEDIDORES DE AGUA, INSTALACION, CONEXION Y MEMBRESIAS. CUANDO EL DUEÑO DE CADA LOTE SOLICITE UN MEDIDOR DE AGUA, LA COMPAÑIA N.A.W.S.C. LO INSTALARA SIN ALGÓN GASTO AL DUEÑO. EL DUEÑO DE LA SUBDIVISIÓN TAMBIÉN HA INSTALADO UN (1) HIDRANTE (FIRE HYDRANT) A UN COSTO DE US$ POR CADA UNO CUAL GASTARA UNA CANTIDAD TOTAL US$. EL SISTEMA DE AGUA ESTARÁ EN FUNCIONAMIENTO COMPLETO ANTES O EN LA FECHA, EN LA CUAL LA SUBDIVISIÓN SEA REGISTRADA EN EL CONDADO DE HIDALGO

DRENAJE: Descripcion y Gastos.

EL DRENAJE DEL REPLAT OF LOT 2 VISTA BONITA No 10, TENDRA FOSAS SEPTICAS INDIVIDUALES (OSSF) CONSISTIENDO EN UN DISEÑO NORMAL, CON DOBLE COMPARTIMIENTO DE FOSA SEPTICA (OSSF) Y UN CAMPO DE DRENAJE EN CADA SOLAR. EL EVALUADOR (LIC# OS 12258) DE ENSUCIE HA INSPECCIONADO, EVALUADO Y REPORTADO QUE LA UBICACION DE LA SUBDIVISION ES CONVENIENTE PARA FOSAS SEPTICAS (OSSF). EL REPORTE FUE EXAMINADO Y APROBADO POR EL DEPARTAMENTO DE SALUD DEL CONDADO DE HIDALGO.

CADA SOLAR EN LA SUBDIVISION MIDE MEDIO ACRE DE TAMAÑO. EL LIBRO DE SERVICIOS Y CONSERVACION DEL SUELO DEL DEPARTAMENTO DE AGRICULTURA DE LOS ESTADOS UNIDOS (USDA) INDICA UNA MEZCLA DE BARRO ARENOSO. EL EVALUADOR (LIC# OS 12258) HIZO DOS (2) PRUEBAS CON AGUJEROS EN EL CENTRO DE EL LOTE 2A (PRUEBAS ADICIONALES NO FUERON NECESARIAS PORQUE EL SUELO ES MUY UNIFORME DENTRO DEL AREA DELIMITADA). EL SUELO ES UNIFORME MARGA DE BARRO ARENOSO (CON TEXTURA CLASE II) EXTENDIDO A MAS DE 24 PULGADAS BAJO EL FONDO DE CUALQUIER EXCAVACION POR EL EVALUADOR (LIC# OS 12481). NO HAY PRESENCIA DE AGUA SUBTERRANEA BAJO LA CAPA DE 24 PULGADAS DE FONDO DE LAS EXCAVACIONES.

EL COSTO TOTAL PARA LA INSTALACIÓN DE UN SISTEMA INDIVIDUAL DE FOSAS SÉPTICAS POR SOLAR SON US$_____, INCLUYENDO EL COSTO DEL PERMISO REQUERIDO Y LICENCIA. EN ESTOS MOMENTOS TODAS LAS FOSA SÉPTICAS HAN SIDO INSTALADAS EN EL PROCESO DE LA APROBACIÓN FINAL. A UN COSTO TOTAL DE US$_____. EL DEPARTAMENTO DE SALUBRIDAD DEL CONDADO DE HIDALGO HA INSPECCIONADO TODOS LAS FOSAS SEPTICAS Y AH APROBADO LA INSTALACIÓN DE LAS FOSAS SEPTICAS EN

CERTIFICACION:

CON MI FIRMA, CERTIFICO QUE LOS SERVICIOS Y SISTEMAS DE AGUA Y DE DRENAJE, DESCRITOS EN ESTE DOCUMENTO, CUMPLEN CON LAS MODEL SUBDIVISION RULES (LAS REGLAS GOBERNANDO A LAS SUBDIVISIONES), ADOPTADAS EN LA SECCION 16.343 DEL TEXAS WATER CODE (CODIGO DE AGUA DE TEXAS). CERTIFICO QUE LOS GASTOS PARA INSTALAR LOS SISTEMAS DE AGUA Y DE DRENAJE SON:

AGUA: EL SISTEMA DE AGUA FUE CONSTRUIDO, CON LA INSTALACION DE LOS MEDIDORES DE AGUA, EL COSTO TOTAL ES DE US $_____ O US$_____ POR LOTE.

DRENAJE: SE ESTIMA QUE LAS FOSAS SEPTICAS COSTARAN US$_____ POR LOTE (TODO INCLUSO) A UN COSTO TOTAL DE US$_____ PARA TODA LA SUBDIVISION.

STATE OF TEXAS · ALFONSO QUINTANILLA · 95534 · LICENSED PROFESSIONAL ENGINEER

P.E. 5-20-15

ALFONSO QUINTANILLA
P.E. No. 95534 — DATE

SHEET NO. 2 OF 3 SHEETS	FILENAME -P:\DATA\SUBDIVS\HID.CO.\REPLAT OF LOT 2 VISTA BONITA 10 B-PLAT			
	DATE PREPARED	PREPARED BY	CHECKED BY	APPROVED BY
	01-09-2015	M.G.		
	DATE REVISED		CHECKED BY	APPROVED BY

HIDALGO COUNTY
PLANNING DEPARTMENT

1304 SOUTH 25TH STREET
EDINBURG TEXAS 78539
Tel. 956-318-2840 Fax. 956-318-2844

T.J. Arredondo, CFM
Director of Planning

HIDALGO COUNTY COMMISSIONERS COURT MEETING

DATE: 6-23-2015

PROPOSED **SAN DIEGO ESTATES** SUBDIVISION, PRECINCT No. **4.**

ENGINEER: **QUINTANILLA, HEADLEY & ASSOCIATES** DEVELOPER: **JOSE I. QUIROGA (HQ INVESTMENTS GROUP)**

☒ PRELIMINARY APPROVAL ☐ FINAL APPROVAL ☐ FINAL APPROVAL WITH FINANCIAL GUARANTEE ☐ WITH VARIANCE

NUMBER OF LOTS: **10** ☒*SINGLE FAMILY ___ ☐*MULTI-FAMILY ___ ☐COMMERCIAL ___ ☐INSTITUTIONAL

LOCATION DESCRIPTION: **West of Gwin Road approximate 900 feet of Benito Ramirez.**

SUBDIVISION LIES WITHIN THE: ☒*ETJ of* **Edinburg** *and was approved by the P & Z and City Commission of said City*

DRAINAGE REPORT WAS APPROVED BY HCDD#1: ON **4-22-2015** PROPERTY LIES WITHIN FLOOD ZONE: **" X "** shaded AS PER FEMA.

DRAINAGE DESIGN: **Reconstructing Gwin Road side ditch to County specs.**

DISTANCE TO A DRAIN DITCH: **Approximately 1800 feet north of proposed Subdivision.**

ROAD R.O.W. DEDICATION: **No R.O.W. dedication is required by M.P.O.**

H.C.R.O.W. PRELIMINARYAPPROVAL DATE: **5-20-2015** By, **Jose Ochoa, Pct.4** R.O.W. AGENT

H.C.H.D. PRELIMINARY APPROVAL DATE: **5-16-2015** By, **Elizardo "Chardo" Ramos** Environmental Health Division Manager

SEWER SYSTEM: ☒ OSSF & SOIL ANALYSIS WERE CONDUCTED BY:
☐OSSF HAVE BEEN INSTALLED AND INSPECTED BY HCHD

WATER SERVICE PROVIDER: **NAWSC** LINE SIZE: **8"** LOCATION: **Ingle Road**

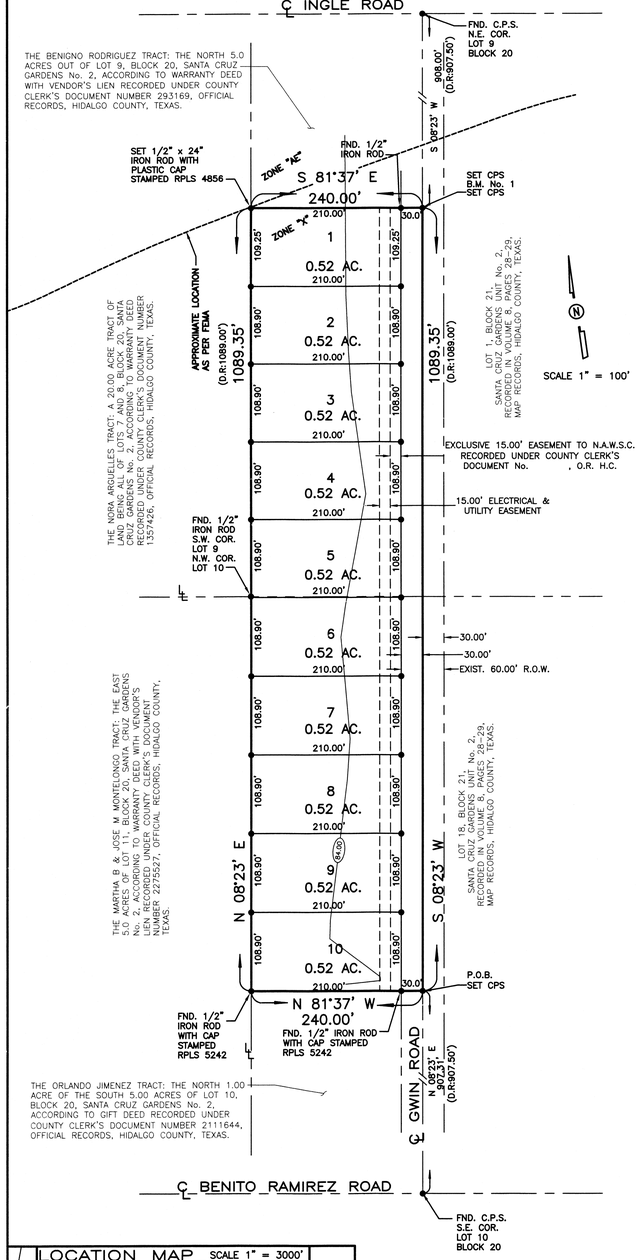
H.C.O.E.C. PRELIMINARY APPROVAL DATE: **5-16-2015** : By **Martin Ramirez** Environmental Compliance Coordinator
☒**LARGE CONSTRUCTION**
The applicant has submitted the required NOI as per Part II, Section E of the TPDES General Permit for Construction Activities (TXR150000) along with a copy of the Erosion Control Plan for the proposed project.

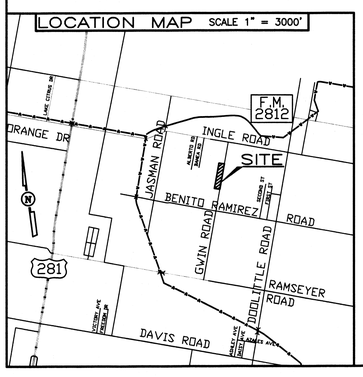
REQUEST FOR FINAL APPROVAL WITH: ☐ **Cash Deposit:** *Amount:$_____For:* ☐*OSSF(S)_____* ☐PAVING ☐DRAINAGE ☐STREET SIGNS
☐**A Letter of Credit** *Financial Institution: _____ L.O.C No. _____*
Amount: $_____For: ☐*OSSF(S)_____* ☐PAVING ☐DRAINAGE ☐STREET SIGNS

PRELIMINARY APPROVAL FROM THE HIDALGO COUNTY COMMISSIONERS COURT ON: _____, __

STAFF RECOMMENDS: ☒ **Preliminary Approval** *subject to comments and future recommendations by planning, other departments and the approval of the City of* **Edinburg**.
☐ **Final Approval** *subject to recommendations other departments*
☐ **Final Approval** *with financial guarantee.*

* *This subdivision plat has been reviewed and complies with the Hidalgo County Subdivision Rules, Texas Water Development Board Model Subdivision Rules and The Texas Local Government Code.*





PLAT NOTES AND RESTRICTIONS:

1.– FLOOD ZONE STATEMENT:
FLOOD ZONE DESIGNATION: ZONE "X" (SHADED) AREAS OF 500-YEAR FLOOD; AREAS OF 100-YEAR FLOOD WITH AVERAGE DEPTHS OF LESS THAN 1 FOOT OR WITH DRAINAGE AREAS LESS THAN 1 SQUARE MILE; AND AREAS PROTECTED BY LEEVES FROM 100-YEAR FLOOD.
COMMUNITY-PANEL NUMBER 480334 0325 D
MAP REVISED: JUNE 6, 2000 (MAY 17, 2001 LOMR)

2.– LEGEND • – DENOTES 1/2" IRON ROD SET UNLESS OTHERWISE NOTED.

3.– SETBACKS:
FRONT:.....30.00 FEET
REAR:.....20.00 FEET
SIDE SETBACK:.....6.00 FEET
GARAGE FRONT:.....18.00 FEET
OR EASEMENT WHICHEVER IS GREATER ON ALL CASES.

4.– GENERAL NOTE FOR SINGLE FAMILY RESIDENCE
NO MORE THAN ONE-SINGLE FAMILY DETACHED DWELLING SHALL BE LOCATED ON ALL LOTS. THIS MUST BE STIPULATED IN ALL DEED AND CONTRACTS FOR DEEDS. NO COMMERCIAL USE SHALL BE ALLOWED. APPLICATIONS FOR CONSTRUCTION ARE REQUIRED PRIOR TO OCCUPYING THE LOT.

5.– MINIMUM FINISH FLOOR NOTE:
MINIMUM FINISH FLOOR ELEVATION SHALL BE 18" ABOVE THE CENTERLINE OF THE PAVEMENT OF GWIN ROAD OR BENITO RAMIREZ OR 18" ABOVE NATURAL GROUND, WHICHEVER IS GREATER.
ELEVATION CERTIFICATE MAY BE REQUIRED FOR LOTS LOCATED OUTSIDE A DESIGNATED FLOOD ZONE AT THE TIME FOR APPLICATION FOR CONSTRUCTION TO VERIFY PRE AND POST CONSTRUCTION FINISH FLOOR ELEVATIONS.
AN ELEVATION CERTIFICATE SHALL BE REQUIRED FOR ALL LOTS WITHIN A DESIGNATED FLOOD ZONE AT THE TIME FOR A DEVELOPMENT PERMIT APPLICATION.

6.– BENCHMARK NOTE:
THE FOLLOWING BENCHMARK IS IDENTIFIED ON THE FACE OF THE PLAT AND ON THE ATTACHED ENGINEERING PLANS.
B.M. No.1– ELEV.= ON COTTON PICKER SPINDLE SET ON THE NORTHEAST CORNER OF THE OF THE SUBDIVISION. N.A.V.D. 88 DATUM.

7.– DRAINAGE:
IN ACCORDANCE WITH THE HIDALGO COUNTY DRAINAGE DISTRICT No. 1 AND HIDALGO COUNTY REQUIREMENTS, THIS DEVELOPMENT WILL BE REQUIRED TO DETAIN A TOTAL OF 10,655.32 CUBIC –FEET (0.24 ACRE FEET) OF STORM WATER RUNOFF. DRAINAGE RETENTION IN ACCORDANCE WITH THE LOCAL REQUIREMENTS WILL BE ACCOMPLISHED AS FOLLOWS:
SEE DRAINAGE REPORT ON SHEET No.3.

8.– ON-SITE SEWAGE FACILITIES (OSSF) NOTE:
THIS SUBDIVISION SHALL USE ON-SITE SEWAGE FACILITIES IN ACCORDANCE WITH TCEQ AND HIDALGO COUNTY REGULATIONS FOR SEWAGE DISPOSAL.
THE SUBDIVIDER IS RESPONSIBLE FOR PROVIDING AN OSSF ON ALL LOTS.
A. OSSF SYSTEM IS BEING DESIGNED FOR DISPOSAL OF DOMESTIC SEWERAGE ONLY.
B. EACH LOT ON THIS PLAT COMPLIES WITH THE MINIMUM 21,780 SQUARE FEET LOT AREA WITH POTABLE WATER SUPPLY.
C. OSSF SYSTEM SHALL REQUIRE INSPECTION AND APPROVAL BY HIDALGO COUNTY AUTHORIZED DEPARTMENT.
D. SOIL ANALYSIS HAVE BEEN SUBMITTED TO THE AUTHORIZED HIDALGO COUNTY DEPARTMENT AND EXCERPTS MAY BE ALSO SEEN ON THE UTILITY LAYOUT FOR THIS SUBDIVISION AS SUBMITTED TO THE HIDALGO COUNTY PLANNING DEPARTMENT. THE ENGINEER HAS DETERMINED THAT THE SOIL IS SUITABLE FOR A STANDARD SEPTIC TANK AND ABSORPTIVE DRAINFIELD SYSTEM.
E. APPROVED "OSSF" PERMIT APPLICATION IS REQUIRED INCLUDING INDIVIDUAL LOT PLANNING MATERIALS PRIOR TO OCCUPYING A LOT.

9.– THERE ARE NO WATER WELLS WITHIN 150 FEET FROM THE BOUNDARIES ON THIS SUBDIVISION.

10.– HQ INVESTMENT GROUP, LLC
JOE QUIROGA, MEMBER THE OWNERS & SUBDIVIDERS OF SAN DIEGO ESTATES,
RETAINS AN EASEMENT UPON EACH LOT FOR THE PURPOSED OF INSTALLING AN APPROVED OSSF ON THE LOT AS DESCRIBED ON SHEET No. 2 OF THIS PLAT.

11.– NO STRUCTURE SHALL BE PERMITTED OVER ANY EASEMENT.
EASEMENTS SHALL BE KEPT CLEAR OF FENCES, BUILDINGS, SHEDS, SHRUBS TREES, AND OTHER PLANTINGS (EXCEPT LOW, LESS THAN 18 INCHES MATURE HEIGHT, GROUND COVER, GRASS, OR FLOWERS) AND OTHER OBSTRUCTIONS THAT WOULD INTERFERE WITH THE OPERATIONS AND MAINTENANCE OF THE EASEMENT.

12.– EACH PURCHASED CONTRACT MADE BETWEEN A SUBDIVIDER AND PURCHASER OF A LOT IN THIS SUBDIVISION SHALL CONTAIN A STATEMENT DESCRIBING HOW AND WHEN THE WATER, SEWER, ELECTRICITY AND GAS SERVICES WILL BE MADE AVAILABLE TO THE SUBDIVISION .

13.– ALL PUBLIC UTILITIES EASEMENTS DEDICATED BY THIS PLAT SHALL BE A MINIMUM WIDTH OF 15.00 FEET AS PER THE HIDALGO COUNTY MODEL SUBDIVISION RULES. BY SIGNING THIS PLAT DEVELOPER AND ENGINEER CERTIFY THAT ALL OTHER EASEMENTS SHOWN COMPLY WITH THE SIZE REQUIRED BY EACH UTILITY PROVIDER OCCUPYING AN EASEMENT.

14.– ALL IRRIGATION EASEMENTS ARE EXCLUSIVE TO SANTA CRUZ IRRIGATION DISTRICT No. 15, AND NO OTHER UTILITIES OR USE IS ALLOWED WITHOUT EXPRESS APPROVAL BY THE DISTRICT.

15.– NO UTILITY COMPANY OR OTHER PERSON IS ALLOWED TO CROSS ABOVE OR BELOW GROUND ANY DISTRICT EASEMENT OR RIGHT OF WAY WITH LINES, POLES, OPEN DITCHES OR OTHER USE WITHOUT FIRST OBTAINING A CROSSING PERMIT FROM THE DISTRICT. (SANTA CRUZ IRRIGATION DISTRICT No. 15)

16.– NO PERMANENT STRUCTURES, (EXAMPLE, FENCES OF ANY CONSTRUCTION WILL BE ALLOWED TO BE CONSTRUCTED OR EXIST ON ANY DISTRICT EASEMENT OR RIGHT OF WAY WITHOUT WRITTEN APPROVAL BY THE DISTRICT. ANY UNAUTHORIZED STRUCTURE IN THE EASEMENT AREA IS SUBJECT TO REMOVAL.

17.– 100% OF PARKLAND FEE ($600.00) PER LOT HAS BEEN PAID BY DEVELOPER ($6,000.00 TOTAL PAID)

18.– THE PURCHASER OF EACH LOT SHALL BE RESPONSIBLE TO INSTALL DRIVEWAY CULVERT REINFORCED CONCRETE PIPE (RCP) OF NO LESS THAN 15 INCHES IN DIAMETER AND 24 FEET IN LENGTH.

19.– A FIVE (5.0') FOOT SIDEWALK WITH ADA RAMPS IS REQUIRED ALONG GWIN ROAD BY LOT OWNER DURING BUILDING PERMIT STAGE

REVISION NOTES

No.	Sheet	REVISION	Date	Approved

LOCATION OF SUBDIVISION WITH RESPECT TO THE EXTRATERRITORIAL JURISDICTION OF A MUNICIPALITY:

SAN DIEGO ESTATES, IS LOCATED IN NORTH HIDALGO COUNTY ON WEST SIDE OF GWIN, APPROXIMATELY 907.31 FEET NORTH OF BENITO RAMIREZ ROAD. ACCORDING TO THE OFFICIAL MAP IN THE OFFICE OF THE SECRETARY OF THE CITY OF EDINBURG (POPULATION 77,100), SAN DIEGO ESTATES LIES APPROXIMATELY 0.50 MILES FROM THE CITY LIMITS AND IT IS WITHIN THE TWO–MILE EXTRA TERRITORIAL JURISDICTION (ETJ) CITY'S UNDER LOCAL GOVERNMENT CODE § 42.021 AND LIES IN PCT. 4.

PRINCIPAL CONTACTS:

	Name	Address	City & Zip	Phone	Fax
OWNER:	HQ INVESTMENT GROUP, LLC JOE QUIROGA, MEMBER	319 QUARTZ STREET	EDINBURG, TX 78539		
ENGINEER:	ALFONSO QUINTANILLA	124 E. STUBBS	EDINBURG, TX 78539	(956)381–6480	(956)381–0527
SURVEYOR:	ALFONSO QUINTANILLA	124 E. STUBBS	EDINBURG, TX 78539	(956)381–6480	(956)381–0527

SUBDIVISION PLAT OF:

SAN DIEGO ESTATES

A 6.00 ACRE TRACT OF LAND BEING THE SOUTH 3.0 ACRES OF LOT 9 AND THE NORTH 3.0 ACRES OF LOT 10, BLOCK 20, SANTA CRUZ GARDENS, UNIT No. 2, HIDALGO COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN VOLUME 8, PAGES 28 AND 29, MAP RECORDS, HIDALGO COUNTY, TEXAS, AND ACCORDING TO WARRANTY DEED RECORDED UNDER COUNTY CLERK'S DOCUMENT NUMBER 2265707, OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS.

METES AND BOUNDS

A 6.00 ACRE TRACT OF LAND BEING THE SOUTH 3.0 ACRES OF LOT 9 AND THE NORTH 3.0 ACRES OF LOT 10, BLOCK 20, SANTA CRUZ GARDENS, UNIT No. 2, HIDALGO COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN VOLUME 8, PAGES 28 AND 29, MAP RECORDS, HIDALGO COUNTY, TEXAS, AND ACCORDING TO WARRANTY DEED RECORDED UNDER COUNTY CLERK'S DOCUMENT NUMBER 2265707, OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS, REFERENCE TO WHICH IS HERE MADE FOR ALL PURPOSES AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS.

BEGINNING AT A COTTON PICKER SPINDLE SET ON THE EAST LINE OF LOT 10 AND IN THE CENTERLINE OF GWIN ROAD FOR THE NORTHEAST CORNER OF THE ORLANDO JIMENEZ TRACT (THE NORTH 1.00 ACRE OF THE SOUTH 5.00 ACRES OF LOT 10, BLOCK 20, SANTA CRUZ GARDENS No. 2, ACCORDING TO GIFT DEED RECORDED UNDER COUNTY CLERK'S DOCUMENT NUMBER 2111644, OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS) AND THE SOUTHEAST CORNER OF THIS TRACT, SAID SPINDLE BEARS N 08°23' E, 907.31 FEET (DEED RECORD: 907.50 FEET) FROM A COTTON PICKER SPINDLE FOUND FOR THE SOUTHEAST CORNER OF LOT 10.

THENCE; N 81°37' W, ALONG THE NORTH LINE OF THE ORLANDO JIMENEZ TRACT, PASSING A 1/2" IRON ROD WITH CAP STAMPED RPLS 5242 FOUND AT 30.00 FEET FOR THE WEST RIGHT OF WAY LINE OF GWIN ROAD, A TOTAL DISTANCE OF 240.00 FEET TO A 1/2" IRON ROD WITH CAP STAMPED RPLS 5242 FOUND ON THE WEST LINE OF LOT 10 FOR THE NORTHWEST CORNER OF SAID TRACT AND THE SOUTHWEST CORNER OF THIS TRACT.

THENCE; N 08°23' E, ALONG THE WEST LINE OF LOTS 9 AND 10, A DISTANCE OF 1,089.35 FEET (DEED RECORD: 1,089.00 FEET) TO A 1/2" IRON ROD WITH CAP STAMPED RPLS 4856 SET FOR THE SOUTHWEST CORNER OF THE BENIGNO RODRIGUEZ TRACT (THE NORTH 5.0 ACRES OUT OF LOT 9, BLOCK 20, SANTA CRUZ GARDENS No. 2, ACCORDING TO WARRANTY DEED WITH VENDOR'S LIEN RECORDED UNDER COUNTY CLERK'S DOCUMENT NUMBER 293169, OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS) AND THE NORTHWEST CORNER OF THIS TRACT.

THENCE; S 81°37' E, ALONG THE SOUTH LINE OF THE BENIGNO RODRIGUEZ TRACT, PASSING A 1/2" IRON ROD FOUND AT 210.00 FEET FOR THE WEST RIGHT OF WAY LINE OF GWIN ROAD, A TOTAL DISTANCE OF 240.00 FEET TO A COTTON PICKER SPINDLE SET ON THE EAST LINE OF LOT 9 AND IN THE CENTERLINE OF GWIN ROAD FOR THE SOUTHEAST CORNER OF THE BENIGNO RODRIGUEZ TRACT AND THE NORTHEAST CORNER OF THIS TRACT.

THENCE; S 08°23' W, ALONG THE EAST LINE OF LOTS 9 AND 10 AND THE CENTERLINE OF GWIN ROAD, A DISTANCE OF 1,089.35 FEET (DEED RECORD: 1,089.00 FEET) TO THE POINT OF BEGINNING AND CONTAINING 6.00 ACRES OF LAND MORE OR LESS.

BEARINGS ARE IN ACCORDANCE WITH KAUFOLD SUBDIVISION No. 1, RECORDED IN VOLUME 25, PAGE 170B, MAP RECORDS, HIDALGO COUNTY, TEXAS.

STATE OF TEXAS
COUNTY OF HIDALGO

I, ALFONSO QUINTANILLA A REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF TEXAS, DO HEREBY CERTIFY THAT THIS PLAT IS TRUE AND CORRECTLY MADE FROM AN ACTUAL SURVEY MADE ON THE GROUND OF THE PROPERTY LEGALLY DESCRIBED HEREON, AND THAT THERE ARE NO APPARENT DISCREPANCIES, CONFLICTS, OVERLAPPING OF IMPROVEMENTS, VISIBLE UTILITY LINES OR ROADS IN PLACE, EXCEPT AS SHOWN ON THE ACCOMPANYING PLAT, AND THAT THE CORNER MONUMENTS SHOWN THEREON WERE PROPERLY PLACED UNDER MY SUPERVISION IN ACCORDANCE WITH THE SUBDIVISION REGULATIONS OF THE CITY OF EDINBURG, TEXAS.

DATED THIS THE 4th DAY OF MARCH 20 15.

REGISTERED PROFESSIONAL SURVEYOR
No. 4856 STATE OF TEXAS

STATE OF TEXAS
ALFONSO QUINTANILLA
4856
REGISTERED PROFESSIONAL LAND SURVEYOR

NOTE:
HIDALGO COUNTY DRAINAGE DISTRICT NO. 1 HEREBY CERTIFIES THAT THE DRAINAGE PLANS FOR THIS SUBDIVISION COMPLY WITH THE MINIMUM STANDARDS OF THE DISTRICT ADOPTED UNDER TEXAS WATER CODE NO. 49.211(c). THE DISTRICT HAS NOT REVIEWED AND DOES NOT CERTIFY THAT THE DRAINAGE STRUCTURES DESCRIBED ARE APPROPRIATE FOR THE SPECIFIC SUBDIVISION, BASED ON GENERALLY ACCEPTED ENGINEERING CRITERIA. IT IS THE RESPONSIBILITY OF THE DEVELOPER OF THE SUBDIVISION AND ITS ENGINEER TO MAKE THESE DETERMINATIONS.

HIDALGO COUNTY DRAINAGE DISTRICT NO. 1

BY:

RIGHT OF WAY EASEMENT

KNOW ALL MEN BY THESE PRESENTS, that the undersigned, owners of the property shown on this plat, their successors, assigns, and transferees (hereinafter called "Grantor"whether one or more persons are named), in consideration of one dollar ($1.00) and other good and valuable consideration paid by North Alamo Water Supply Corporation, (hereinafter called "Grantee"), the receipt and sufficiency of which is hereby acknowledged, does hereby grant, bargain, sell, transfer, and convey to said Grantee, its successors, and assigns, an exclusive perpetual easement with the right to erect, construct, install and thereafter use, operate, inspect, repair maintain, replace, and remove water distribution lines and appurtenances over and across the lands shown on this plat, together with the right of ingress and egress over Grantor's adjacent lands of the purpose for which the above mentioned rights are granted, The easement hereby granted shall not exceed 15' in width, and Grantee is hereby authorized to designate the course of the easement herein conveyed except that when the pipeline(s) is installed, the easement herein granted shall be limited to a strip of land 15' in width, the center line therof being the pipeline installed.

In the event the easement hereby granted abuts on a public road and the city, county or state hereafter widens or relocates the putlic rood so as to require the relocation of this water line as installed, Grantor further grants to Grantee an additional easement over and across the land shown on this plat for the purpose of laterally relocate said water line as may be necessary to clear the rood improvements, which easement hereby granted shall be limited to a strip of land 15' in width, the center line thereof being the pipeline as relocated.

The consideration recited herein shall constitute payment in full for all damages sustained by Grantor by reason of the installation, maintenance, repair, replacement and relocation of the structures referred to herein, Thus agreement together with other provisions of this grant shall constitute an easement for the benefit of the Grantee, its successors, and assigns. The Grantor covenants that it is the owner of the above–described lands and that said lands are free and clear of all encumbrances and liens except the following:

The easement conveyed herein was obtained or improved through Federal financial assistance. This easement is subject to the provisions of Title VI of the Civil Rights Act of 1964 and the regulations issued pursuant thereto for so long as the easement continues to be used for the some or similar purpose for which financial assistance was extended or for so long as the Grantee owns it, whichever is longer.

IN WITNESS WHEREOF the said Grantor executed this instrument this___ day of _____ 20___.

HQ INVESTMENT GROUP, LLC
JOE QUIROGA, MEMBER
319 QUARTZ STREET
EDINBURG, TEXAS 78539

STATE OF TEXAS
COUNTY OF HIDALGO
OWNER'S DEDICATION, CERTIFICATION, AND ATTESTATION

I, JOE QUIROGA, MEMBER OF HQ INVESTMENT GROUP, LLC, AS OWNERS OF OF THE 6.00 ACRE TRACT OF LAND ENCOMPASSED WITHIN THE PROPOSED SAN DIEGO ESTATES, HEREBY SUBDIVIDE THE LAND AS DEPICTED IN THIS SUBDIVISION PLAT AND DEDICATE TO PUBLIC USE THE STREET, PARK, AND EASEMENTS SHOWN HEREIN.
I CERTIFY THAT I HAVE COMPLIED WITH THE REQUIREMENTS OF TEXAS LOCAL GOVERNMENT CODE §232.032 AND THAT:
(A) THE WATER QUALITY AND CONNECTIONS TO THE LOTS MEET, OR WILL MEET, THE MINIMUM STATE STANDARDS;
(B) SEWER CONNECTIONS TO THE LOTS OR SEPTIC TANKS MEET, OR WILL MEET, THE MINIMUM REQUIREMENTS OF STATE STANDARDS;
(C) ELECTRICAL CONNECTIONS PROVIDED TO THE LOTS MEET, OR WILL MEET, THE MINIMUM STATE STANDARDS; AND
(D) GAS CONNECTIONS, IF AVAILABLE, PROVIDED TO THE THE LOTS MEET, OR WILL MEET, THE MINIMUM STATE STANDARDS.
I ATTEST THAT THE MATTERS ASSERTED IN THIS PLAT ARE TRUE AND COMPLETE.

DATE

HQ INVESTMENT GROUP, LLC
JOE QUIROGA, MEMBER
319 QUARTZ STREET
EDINBURG, TEXAS 78539

STATE OF TEXAS
COUNTY OF HIDALGO

BEFORE ME, the undersigned authority, on this day personally appeared JOE QUIROGA MEMBER OF HQ INVESTMENT GROUP, LLC known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for purposes and considerations therein stated.

Given under my hand and seal of office this _____ day of _____, 20___.

LILIA A. QUINTANILLA
Notary Public, State of Texas
My Commission Expires
July 23, 2016

LILIA A. QUINTANILLA– NOTARY PUBLIC

HIDALGO COUNTY
CERTIFICATE OF PLAT APPROVAL
UNDER LOCAL GOVERNMENT CODE § 232.028(a)

WE THE UNDERSIGNED CERTIFY that this plat of the SAN DIEGO ESTATES was reviewed and approved by the Hidalgo County Commissioners Court on _____.

Hidalgo County Judge date

ATTEST:
Hidalgo County Clerk date

SANTA CRUZ IRRIGATION DISTRICT No. 15

THIS PLAT APPROVED BY SANTA CRUZ IRRIGATION DISTRICT No. 15 ON THIS_____DAY OF 20 SUBJECT TO THE FOLLOWING: 1) NO BUILDINGS ALLOWED ON TOP OF AN IRRIGATION LINE; 2) FIFTEEN FOOT (15') EASEMENT ON EACH SIDE OF IRRIGATION LINE OR CANAL; 3) ALL LOTS SUBJECT TO RULES, REGULATION, RIGHTS–OF–WAY– AND EASEMENTS OF DISTRICT; AND 4) IF SUBDIVISION IS NOT EXCLUDED FROM DISTRICT AND IRRIGATION TO INDIVIDUAL LOTS IS DESIRED, EASEMENTS FOR NECESSARY IRRIGATION FACILITIES TO SUCH LOTS FROM THE CLOSEST DISTRICT DELIVERY POINT SHALL BE PROVIDED, WITH THE LOT OWNER BEING RESPONSIBLE TO INSTALL SUCH NECESSARY FACILITIES.

SECRETARY PRESIDENT

STATE OF TEXAS
COUNTY OF HIDALGO

I, THE UNDERSIGNED, A LICENCED PROFESSIONAL ENGINEER IN THE STATE OF TEXAS, DO HEREBY CERTIFY THAT THE PROPER ENGINEERING CONSIDERATIONS HAVE BEEN GIVEN TO THIS PLAT.

I CERTIFY THAT THE WATER AND SEWER SERVICE FACILITIES FOR LOTS INTENDED FOR RESIDENTIAL PURPOSES DESCRIBED ABOVE ARE IN COMPLIANCE WITH THE MODEL RULES ADOPTED UNDER SECTION 16.343, WATER CODE. THE ESTIMATED COSTS TO INSTALL UNCONSTRUCTED WATER AND SEWAGE FACILITIES DESCRIBED ABOVE ARE AS FOLLOWS: WATER FACILITIES: THESE FACILITIES HAVE BEEN CONSTRUCTED AT A TOTAL COST OF $

SEWAGE FACILITIES: OSSF'S ARE ESTIMATED TO COST $ 1,500.00 PER LOT (ALL INCLUSIVE), FOR A TOTAL OF $ 15,000.00 FOR THE SUBDIVISION.

DATED THIS THE 9TH DAY OF MARCH 20 15

P.E.

LICENCED PROFESSIONAL ENGINEER
No. 95534 STATE OF TEXAS

STATE OF TEXAS
ALFONSO QUINTANILLA
95534
LICENSED PROFESSIONAL ENGINEER

MAYOR'S CERTIFICATION

I, THE UNDERSIGNED, MAYOR OF THE CITY OF EDINBURG, HEREBY CERTIFY THAT THIS SUBDIVISION PLAT CONFORMS TO ALL REQUIREMENTS OF THE SUBDIVISION REGULATIONS OF THIS CITY WHEREIN MY APPROVAL IS REQUIRED.

ATTEST:

MAYOR'S SIGNATURE DATE CITY SECRETARY DATE

PLANNING & ZONING
COMMISSION CERTIFICATION

"I, the undersigned, Chairperson of the Planning and Zoning Commissior. of the City of Edinburg, hereby certify that this subdivision plat known as SAN DIEGO ESTATES conforms to all requirements of the Subdivision Regulations of this City wherein my approval is required and has been approved for recording on the _____ day of _____, 20___."

CHAIRPERSON–PLANNING & ZONING COMMISSION

INDEX TO SHEETS

SHEET 1.
HEADING INDEX: LOCATION MAP AND ETJ: PRINCIPAL CONTACTS: MAP: LOT, STREETS, AND EASEMENT LAYOUT: DESCRIPTION (METES AND BOUNDS): ENGINEER'S & SURVEYOR'S CERTIFICATION: PLAT NOTES AND RESTRICTIONS: OWNER'S ACKNOWLEDGMENT;, ADMINISTRATOR'S CERTIFICATE, N.A.W.S.C. CERTIFICATE, HIDALGO COUNTY ENVIRONMENTAL HEALTH DIVISION MANAGER CERTIFICATE, COUNTY CLERK'S RECORDING CERTIFICATE: H.C.D.D. No. 1 CERTIFICATION, SANTA CRUZ IRRIGATION DISTRICT No. 15 CERTIFICATION, REVISION NOTES.
SHEET 2
WATER DISTRIBUTION AND SANITARY SEWER (OSSF) MAP, ENGINEERING REPORT, INCLUDING DESCRIPTION OF WATER AND WASTE WATER/OSSF AND ENGINEER'S CERTIFICATION (ENGLISH AND SPANISH VERSION) SUBDIVIDER CERTIFICATE & STATEMENT DRAINAGE REPORT INCLUDING DESCRIPTION OF DRAINAGE AND MAP OF TOPOGRAPHY AND DRAINAGE, AND COUNTY CLERK'S RECORDING CERTIFICATE AND ENGINEERING CERTIFICATION, REVISION NOTES.

THE COUNTY OF HIDALGO TEXAS

FILED FOR RECORD IN HIDALGO COUNTY
ARTURO GUAJARDO, JR.
HIDALGO COUNTY CLERK

ON: _____ AT_____ AM/PM
INSTRUMENT NUMBER_____
OF THE MAP RECORDS OF HIDALGO COUNTY, TEXAS
BY:_____ DEPUTY

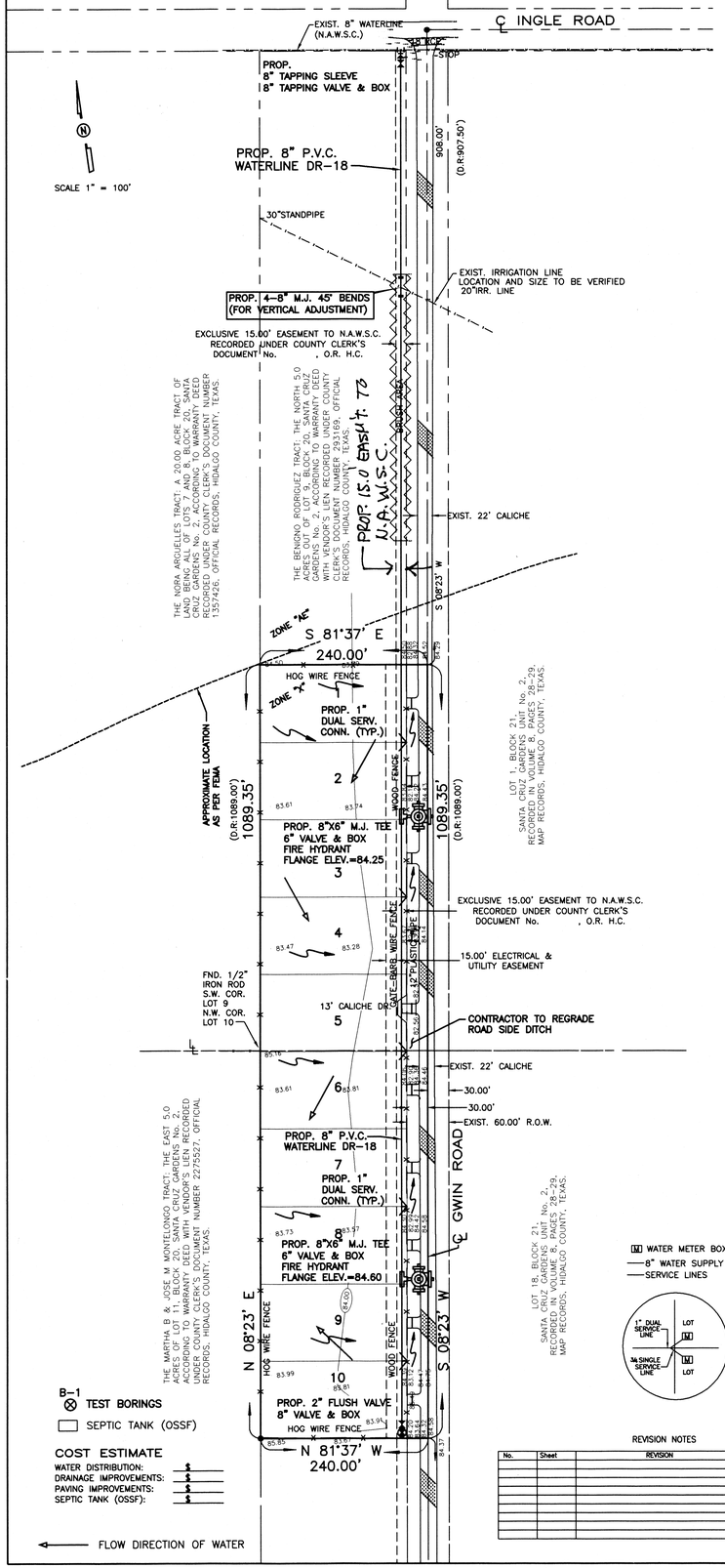
QUINTANILLA, HEADLEY AND ASSOCIATES, INC.
CONSULTING ENGINEERS • LAND SURVEYORS
124 E. STUBBS ST.
EDINBURG, TEXAS 78539
PHONE 956–381–6480
FAX 956–381–0527
ENGINEERING REGISTRATION NUMBER F–1513
SURVEYING REGISTRATION NUMBER 100411–00
OFFICE@QHAENGINEERING.COM

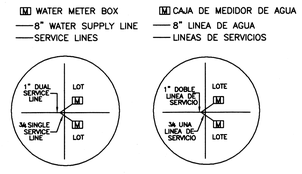
DATE OF PREPERATION: MARCH 4, 2015

SHEET NO. 1 OF 2 SHEETS

F:\DATA\SUBD.\EDINBURG\SAN DIEGO ESTATES\PLAT			
DATE PREPARED	PREPARED BY	CHECKED BY	APPROVED BY
MARCH 4, 2015	AQ/M.G.		
DATE REVISED	REVISED BY	CHECKED BY	APPROVED BY

MAP OF WATER DISTRIBUTION SYSTEM/ MAPA DE DISTRIBUCION DE AGUA
MAP OF TOPOGRAPHY AND DRAINAGE / MAPA DE TOPOGRAFIA Y DRENAJE





REVISION NOTES

No.	Sheet	REVISION	Date	Approved

SAN DIEGO ESTATES

A 6.00 ACRE TRACT OF LAND BEING THE SOUTH 3.0 ACRES OF LOT 9 AND THE NORTH 3.0 ACRES OF LOT 10, BLOCK 20, SANTA CRUZ GARDENS, UNIT No. 2, HIDALGO COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN VOLUME 8, PAGES 28 AND 29, MAP RECORDS, HIDALGO COUNTY, TEXAS, AND ACCORDING TO WARRANTY DEED RECORDED UNDER COUNTY CLERK'S DOCUMENT NUMBER 2265707, OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS.

DRAINAGE REPORT FOR SAN DIEGO ESTATES

San Diego Estates is a 6.00 acre tract of land being the south 3.0 acres of Lot 9 and the north 3.0 acres of Lot 10, Block 20, Santa Cruz Gardens, Unit No. 2, Hidalgo County, Texas, according to the map or plat thereof recorded in Volume 8, Pages 28 and 29, map records, Hidalgo County, Texas, and according to Warranty Deed recorded under County Clerk's Document Number 2265707, official records. The site is brush. The property is located on the west side of Gwin Road approximately 907 feet north of Benito Ramirez Road. The proposed subdivision will consist of 10 residential lots.

The tract is Zone "X" (shaded) as per FEMA Flood Insurance Rate Map, Community Panel No. 480334 0325 D, dated on June 6, 2000 with LOMR dated May 17, 2001.

This soil is sandy clay loam, clay loam, and fine sandy loam. This soil is well drained. Permeability is moderate. Plasticity index has a range of 4–23. See attached Soil Survey of Hidalgo County, Texas tables.

Presently, the site runoff flows overland in a northeasterly direction. The existing runoff for the proposed subdivision is Q=1.88 cubic feet per second based on a 10-year storm.

After development the runoff will be Q=6.14 cubic feet per second for an increase of Q=4.26 cubic feet per second. Detention will be 10,665.32 cubic feet (0.24 acre feet). The proposed detention will be obtained in the green area at the front of the lots. An engineered detention plan showing detention of 1,066.53 cubic feet will be submitted to the Hidalgo County Planning Department for each lot at the time of building permit. Runoff will flow to the roadside ditch on the east side of the subdivision along the west side of Gwin Road. The roadside ditch will be graded properly to flow southerly and ultimately discharge into the North Main Drain.

THE COUNTY DRAINAGE DITCH FLOWS NORTH THEN EAST. THE DRAINAGE DITCH CARRIES WATER EASTWARD WHERE IT EMPTIES INTO LAGUNA MADRE. THE 10 YEAR STORM IS CONTAINED WITHIN THE RIGHT-OF-WAY OF STREET AND WITHIN THE DRAINAGE SWALES OF THE SUBDIVISION AS SHOWN BELOW. A RESTRICTIVE COVENANT (SET OUT ON SHEET 1 UNDER PLAT NOTES AND RESTRICTIONS) PROHIBITS THE CONSTRUCTION OF RESIDENTIAL HOUSING IN ANY AREA OF THE SUBDIVISION THAT IS IN A FLOODPLAIN UNLESS THE HOUSING QUALIFIES FOR INSURANCE UNDER THE NATIONAL FLOOD INSURANCE ACT OF 1968, AS FURTHER NOTED ON SHEET 1. THE FINISHED FLOOR ELEVATION OF EACH HOUSE IS REQUIRED TO BE AT LEAST 18 INCHES ABOVE THE TOP OF THE AVERAGE HEIGHT OF THE CURB IN FRONT OF THE LOT. THESE MEASURES PROVIDE POSITIVE DRAINAGE AWAY FROM ALL BUILDINGS, AVOID CONCENTRATING RUNOFF ONTO OTHER LOTS, AND COORDINATE INDIVIDUAL LOT DRAINAGE WITH THE GENERAL STORM DRAINAGE PATTERN FOR THE AREA. THE MAP BELOW ILLUSTRATES THE FLOW PATTERNS FOR THE RUNOFF.

CERTIFICATION:

BY MY SIGNATURE BELOW, I CERTIFY THAT THE 100-YEAR FLOODPLAIN FOR ZONE "X"-SHADED (AREAS OF 500-YEAR FLOOD; AREAS OF 100-YEAR FLOOD WITH AVERAGE DEPTHS OF LESS THAN 1 FOOT OR WITH DRAINAGE AREAS LESS THAN 1 SQUARE MILE; AND AREAS PROTECTED BY LEVEES FROM 100-YEAR FLOOD) & ZONE "X"-UNSHADED (AREAS DETERMINED TO BE OUTSIDE 500 YEAR FLOOD-PLAIN) AS DESCRIBED IN COMMUNITY PANEL NUMBER 480344 0450 C (L.O.M.R.: MAY 30, 2002) IS CONTAINED WITHIN THE DRAINAGE OF THE SUBDIVISION, AS SHOWN BELOW.

STATE OF TEXAS — ALFONSO QUINTANILLA — 95534 — LICENSED PROFESSIONAL ENGINEER

P.E.

ALFONSO QUINTANILLA
P.E. 95534

5-19-15
DATE

SUBDIVIDER CERTIFICATION

1.– BY COMPLETING THE IMPROVEMENTS DESCRIBED ON THE PLAT, SUBDIVIDER WILL COMPLY WITH MINIMUM STATE STANDARDS AND THAT (a) WATER QUALITY AND CONNECTIONS INCLUDING WATER METERS TO THE LOTS MEET SUCH STANDARDS AND (b) SEWER CONNECTIONS TO THE LOTS OR SEPTIC TANKS MEET OR WILL MEET SUCH STANDARDS AND WILL BE CONSTRUCTED IN ACCORDANCE WITH STATE AND COUNTY REGULATIONS.

SUBDIVIDER STATEMENT:

HQ INVESTMENT GROUP, LLC

1.– I (WE), JOE QUIROGA, MEMBER SUBDIVIDERS OF **SAN DIEGO ESTATES** HEREBY CERTIFY SEWER PERMITS, AS APPLICABLE, HAVE BEEN PAID AND COPIES OF RECEIPTS ARE ON FILE WITH THE HIDALGO COUNTY HEALTH DEPARTMENT AND THAT AN ADEQUATE DRINKING WATER SOURCE IS IMMEDIATELY AVAILABLE TO EACH LOT OF THE TYPE, QUALITY & QUANTITY TO ENABLE EACH PERSON PURCHASING A LOT HAVE ADEQUATE WATER TO COMPLY WITH THE REGULATIONS AND THE LAWS OF THE STATE AS REQUIRED BY STATE AND COUNTY REGULATIONS.

HQ INVESTMENT GROUP, LLC
JOE QUIROGA, MEMBER
319 QUARTZ STREET
EDINBURG, TEXAS 78539

DATE

STATE OF TEXAS
COUNTY OF HIDALGO

BEFORE ME, the undersigned notary public, on this day personally appeared **JOE QUIROGA, MEMBER OF HQ INVESTMENT GROUP, LLC** proved to me through his Texas Department of Public Safety Driver License to be the person whose name is subscribed to the foregoing instrument, who, being by me first duly sworn, declared that the statements therein are true and correct

Given under my hand and seal of office this _____ day of _____, 20___.

LILIA A. QUINTANILLA — Notary Public, State of Texas — My Commission Expires July 23, 2016.

LILIA A. QUINTANILLA– NOTARY PUBLIC

FINAL ENGINEERING REPORT FOR SAN DIEGO ESTATES:
BY ALFONSO QUINTANILLA, P.E.

WATER SUPPLY: Description and Costs.

SAN DIEGO ESTATES WILL BE PROVIDED WITH POTABLE WATER BY NORTH ALAMO WATER SUPPLY CORPORATION ("N.A.W.S.C."). THE SUBDIVIDER AND N.A.W.S.C. HAVE ENTERED INTO A CONTRACT IN WHICH N.A.W.S.C. PROMISED TO PROVIDE SUFFICIENT WATER TO THE SUBDIVISION FOR AT LEAST 30 YEARS AND N.A.W.S.C. HAVE PROVIDED DOCUMENTATION TO SUFFICIENTLY ESTABLISH THE LONG TERM QUANTITY AND QUALITY OF THE AVAILABLE WATER SUPPLIES TO SERVE THE FULL DEVELOPMENT OF THE SUBDIVISION. N.A.W.S.C. HAS AN EXISTING 8" DIAMETER WATERLINE RUNNING ALONG THE SOUTH SIDE OF INGLE ROAD.

THE WATER SYSTEM FOR SAN DIEGO ESTATES CONSIST OF AN 8" WATERLINE RUNNING ALONG THE WEST SIDE OF GWIN ROAD AND ENDS WITH A 2" FLUSH VALVE ON THE SOUTHEAST CORNER OF LOT 10.

FROM THE 8" WATERLINE, FIVE (5) 1" DUAL WATER SERVICES RUN TO PAIRS OF LOTS BEFORE SPLITTING INTO 3/4" DIAMETER SINGLE SERVICES GOING TO THE METER BOXES FOR EACH LOT.

THE 8" DIAMETER WATERLINE, THE 1" DUAL SERVICE LINES, AND THE WATER METER BOXES WILL BE INSTALLED AT A TOTAL COST OF $ OR $ PER LOT. IN ADDITION, THE SUBDIVIDER WILL PAY N.A.W.S.C. THE SUM OF $ OR $ PER LOT AS STATED IN THE 30 YEAR WATER SERVICE AGREEMENT WHICH SUM REPRESENTS THE TOTAL COST OF WATER METER, RIGHTS ACQUISITION FEES AND ALL MEMBERSHIPS OR OTHER FEES ASSOCIATED WITH CONNECTING THE INDIVIDUAL LOTS IN THE SUBDIVISION TO N.A.W.S.C.. UPON REQUEST BY THE LOT OWNER OF A LOT, N.A.W.S.C. WILL PROMPTLY INSTALL AT NO CHARGE THE WATER METER FOR THAT LOT. THE SUBDIVIDER WILL INSTALL TWO (2) FIRE HYDRANTS AT A UNIT COST OF $ FOR A TOTAL COST OF $. THE ENTIRE WATER FACILITIES HAVE BEEN APPROVED AND ACCEPTED BY N.A.W.S.C. AND SAID DISTRIBUTION SYSTEM IS OPERABLE AS OF THE DATE OF THE RECORDING OF THE PLAT.

SEWAGE FACILITIES: Description and Costs.

SEWAGE FROM SAN DIEGO ESTATES, IS TREATED BY INDIVIDUAL ON-SITE SEWAGE FACILITIES ("OSSF") CONSISTING OF A STANDARD DESIGN DUAL COMPARTMENT SEPTIC TANK AND A DRAINFIELD ON EACH LOT. THE SITE EVALUATOR (LICENSE NUMBER OS 12258) HAS EVALUATED THE SUITABILITY OF THE SUBDIVISION SITE FOR OSSF AND SUBMITTED A REPORT CONCLUDING THAT THE SITE IS SUITABLE FOR OSSF. THE REPORT WAS REVIEWED AND APPROVED BY THE HIDALGO COUNTY HEALTH DEPARTMENT. HIGHLIGHTS OF THE REPORT ARE AS FOLLOWS:

EACH LOT IN THE SUBDIVISION IS AT LEAST 1/2 ACRE IN SIZE THE UNITED STATES OF AGRICULTURE SOIL CONSERVATION SERVICE SOIL SURVEY BOOK INDICATED A FINE SANDY LOAM. THE SITE EVALUATOR (LICENSE NUMBER OS 12258) HAD ( ) TEST BORINGS MADE AT OPPOSITE AREAS OF THE SUBDIVISION AT THE CENTERS OF LOTS AND . (ADDITIONAL BORINGS WERE UNNECESSARY BECAUSE THE SOILS ARE VERY UNIFORM WITHIN THIS LIMITED AREA.) THE SOIL REPORT AS PREPARED BY THE SITE EVALUATOR (LICENSE NUMBER OS 12258) INDICATES A CLAY LOAM AND SANDY CLAY LOAM (WITH TEXURE CLASS II) EXTENDING MORE THAN 24" BELOW THE BOTTOM OF ANY EXIST. EXCAVATIONS. THE SUBDIVISION DRAINS WELL, THE 10-YEAR STORM BEING CONTAINED WITHIN THE STREET AND THE DRAINAGE EASEMENTS.

THE COST TO INSTALL A SEPTIC SYSTEM ON AN INDIVIDUAL LOT IS $, INCLUDING THE COST FOR THE REQUIRED PERMIT AND LICENSE. ALL OSSFS WILL BE INSTALLED AS OF THE TIME OF APPLICATION FOR FINAL PLAT APPROVAL AT A TOTAL COST OF $. THE HIDALGO COUNTY HEALTH DEPARTMENT HAS INSPECTED AND APPROVED THE INSTALLATION OF ALL OSSF ON .

CERTIFICATION:

BY MY SIGNATURE BELOW, I CERTIFY THAT THE WATER AND SEWAGE SERVICE FACILITIES DESCRIBED ABOVE ARE IN COMPLIANCE WITH THE MODEL RULES ADOPTED UNDER SECTION 16.343, WATER CODE.I CERTIFY THAT THE ESTIMATED COSTS TO INSTALL CONSTRUCTED WATER AND ON-SITE SEWAGE FACILITIES, DISCUSSED ABOVE, ARE AS FOLLOWS:

WATER FACILITIES– THESE FACILITIES WILL BE FULLY CONSTRUCTED, WITH INSTALLATION OF WATER METERS, AT A TOTAL COST OF $ OR $ PER LOT.

SEWAGE FACILITIES– THESE FACILITIES FULLY CONSTRUCTED WILL COST A GRAND TOTAL OF $ WHICH EQUALS TO $ PER LOT.

STATE OF TEXAS — ALFONSO QUINTANILLA — 95534 — LICENSED PROFESSIONAL ENGINEER

P.E.

ALFONSO QUINTANILLA
P.E. 95534

5-19-15
DATE

REPORTE FINAL DE INGENIERIA PARA LA SUBDIVISION SAN DIEGO ESTATES:
POR ALFONSO QUINTANILLA, P.E.

PROVISION DE AGUA: Descripcion y Gastos.

SAN DIEGO ESTATES SERA PROVISTA DE AGUA POTABLE POR LA COMPAÑIA DE AGUA DE NORTH ALAMO WATER SUPPLY CORPORATION (N.A.W.S.C.). EL DUEÑO DE LA SUBDIVISION Y LA COMPAÑIA DE AGUA N.A.W.S.C. SE HAN COMPROMETIDO A PROVEER DE AGUA SUFICIENTE A LA SUBDIVISION POR UN PERIODO DE 30 AÑOS. LA COMPAÑIA DE AGUA N.A.W.S.C. HA PRESENTADO LA DOCUMENTACION DEMOSTRANDO LA DISPONIBILIDAD DE CANTIDAD Y CALIDAD DE AGUA A LARGO PLAZO QUE SERVIRA PARA EL FUTURO DESARROLLO DE LA SUBDIVISION. N.A.W.S.C. TIENE UNA LINEA EXISTENTE DE 8" DE DIAMETRO DE AGUA QUE CORRE POR EL LADO SUR DE LA CALLE INGLE ROAD.

EL SISTEMA DE AGUA PARA SAN DIEGO ESTATES CONSISTE DE LA LINEA EXISTENTE DE AGUA DE 8" DE DIAMETRO QUE CORRE POR EL LADO OESTE DE LA CALLE GWIN ROAD Y TERMINA CON UNA VALVULA DE 2 PULGADAS EN LA ESQUINA SURESTE DEL LOTE 10.

DE LA LINEA DE 8" DE DIAMETRO, SE DESPRENDEN CINCO (5) SERVICIOS DOBLES DE 1" DE DIAMETRO QUE CORREN EN PARES HACIA LOS LOTES PARA DESPUES DIVIDIRSE Y QUE VAYAN HACIA LOS MEDIDORES DE CADA LOTE.

LA LINEA DE 8" DE DIAMETRO, LAS LINEAS DE SERVICIO DOBLE DE 1" DE DIAMETRO, Y LAS CAJAS DE LOS MEDIDORES DE AGUA SERAN INSTALADAS A UN COSTO TOTAL DE US$ O US$ POR LOTE. ADICIONALMENTE, EL DUEÑO DE LA SUBDIVISION PAGARA A N.A.W.S.C. LA CANTIDAD DE US$ O US$ POR SOLAR DE ACUERDO AL CONTRATO Y DOCUMENTO DE 30 AÑOS DE SERVICIO DE AGUA POTABLE EL CUAL CUBRE LOS MEDIDORES DE AGUA, INSTALACION, CONEXION Y MEMBRESIAS. CUANDO EL DUEÑO DE CADA LOTE SOLICITE UN MEDIDOR DE AGUA, LA COMPAÑIA N.A.W.S.C. LO INSTALARA SIN ALGÚN GASTO AL DUEÑO. EL DUEÑO DE LA SUBDIVISION TAMBIEN VA A INSTALARAN DOS (2) BOCAS DE RIEGO (FIRE HYDRANT) A UN COSTO DE US$ POR CADA UNO CUAL GASTA UNA CANTIDAD TOTAL US$. EL SISTEMA DE AGUA ESTARÁ EN FUNCIONAMIENTO COMPLETO ANTES O EN LA FECHA, EN LA CUAL LA SUBDIVISIÓN SEA REGISTRADA EN EL CONDADO DE HIDALGO.

DRENAJE: Descripcion y Gastos.

EL DRENAJE DE SAN DIEGO ESTATES, TENDRA FOSAS SEPTICAS INDIVIDUALES (OSSF) CONSISTIENDO EN UN DISEÑO NORMAL, CON DOBLE COMPARTIMIENTO DE FOSA SEPTICA (OSSF) Y UN CAMPO DE DRENAJE EN CADA SOLAR. EL EVALUADOR (LIC# OS 12258) DE ENSUCIE HA INSPECCIONADO, EVALUADO Y REPORTADO QUE LA UBICACION DE LA SUBDIVISION ES CONVENIENTE PARA FOSAS SEPTICAS (OSSF). EL REPORTE FUE EXAMINADO Y APROBADO POR EL DEPARTAMENTO DE SALUD DEL CONDADO DE HIDALGO.

CADA SOLAR EN LA SUBDIVISION MIDE MEDIO ACRE DE TAMAÑO. EL LIBRO DE SERVICIOS Y CONSERVACION DEL SUELO DEL DEPARTAMENTO DE AGRICULTURA DE LOS ESTADOS UNIDOS (USDA) INDICA UNA MEZCLA DE BARRO ARENOSO. EL EVALUADOR (LIC# OS 12258) HIZO ( ) PRUEBAS CON AGUJEROS EN EL CENTRO DE LOS LOTES Y (PRUEBAS ADICIONALES NO FUERON NECESARIAS PORQUE EL SUELO ES MUY UNIFORME DENTRO DEL AREA DELIMITADA). EL SUELO ES UN MARGA DE BARRO ARENOSO Y MARGA DE BARRO (CON TEXTURA CLASE II) EXTENDIDO A MAS DE 24 PULGADAS BAJO EL FONDO DE CUALQUIER EXCAVACIÓN POR EL EVALUADOR (LIC# OS 12258). NO HAY PRESENCIA DE AGUA SUBTERRANEA BAJO LA CAPA DE 24 PULGADAS DE FONDO DE LAS EXCAVACIONES.

EL COSTO TOTAL PARA LA INSTALACIÓN DE UN SISTEMA INDIVIDUAL DE FOSAS SÉPTICAS POR SOLAR SON US$, INCLUYENDO EL COSTO DEL PERMISO REQUERIDO Y LICENCIA. EN ESTOS MOMENTOS TODAS LAS FOSA SÉPTICAS SERAN INSTALADAS EN EL PROCESO DE LA APROBACIÓN FINAL. A UN COSTO TOTAL DE US$. EL DEPARTAMENTO DE SALUBRIDAD DEL CONDADO DE HIDALGO HA INSPECCIONADO TODAS LAS FOSAS SÉPTICAS Y AH APROBADO LA INSTALACIÓN DE LAS FOSAS SÉPTICAS DESDE EL .

CERTIFICACION:

CON MI FIRMA, CERTIFICO QUE LOS SERVICIOS Y SISTEMAS DE AGUA Y DE DRENAJE, DESCRITOS EN ESTE DOCUMENTO, CUMPLEN CON LAS MODEL SUBDIVISION RULES (LAS REGLAS GOBERNANDO A LAS SUBDIVISIONES), ADOPTADAS EN LA SECCION 16.343 DEL TEXAS WATER CODE (CODIGO DE AGUA DE TEXAS). CERTIFICO QUE LOS GASTOS PARA INSTALAR LOS SISTEMAS DE AGUA Y DE DRENAJE SON:

AGUA: EL SISTEMA DE AGUA (TODO INCLUSO) SERA CONSTRUIDO, CON LA INSTALACION DE LOS MEDIDORES DE AGUA, EL COSTO TOTAL ES DE US$ 0 US$ POR LOTE.

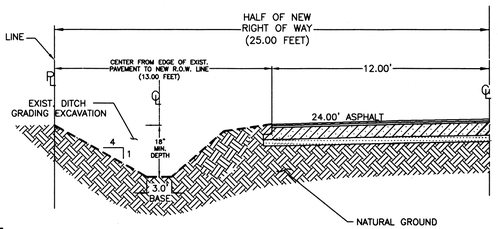
DRENAJE: SE ESTIMA QUE LAS FOSAS SEPTICAS COSTARAN US$ POR LOTE (TODO INCLUSO) A UN COSTO TOTAL DE US$ PARA TODA LA SUBDIVISION.

STATE OF TEXAS — ALFONSO QUINTANILLA — 95534 — LICENSED PROFESSIONAL ENGINEER

P.E.

ALFONSO QUINTANILLA
P.E. 95534

5-19-15
DATE



ROAD SIDE DITCH DETAIL

NOT TO SCALE

THE COUNTY OF HIDALGO TEXAS

FILED FOR RECORD IN HIDALGO COUNTY
ARTURO GUAJARDO, JR.
HIDALGO COUNTY CLERK

ON: _____AT_____ AM/PM
INSTRUMENT NUMBER_____
OF THE MAP RECORDS OF HIDALGO COUNTY, TEXAS

BY:_____ DEPUTY

QUINTANILLA, HEADLEY AND ASSOCIATES, INC.
CONSULTING ENGINEERS · LAND SURVEYORS
124 E. STUBBS ST.
EDINBURG, TEXAS 78539
REGISTRATION NUMBER F-1513
SURVEYING REGISTRATION NUMBER 100411-00
PHONE 956-381-6480
FAX 956-381-0527
OFFICE@QHAENGINEERING.COM

SHEET NO. 2 OF 2 SHEETS	FILENAME : F:\DATA\SUBD\EDINBURG\SAN DIEGO ESTATES\BPLAT			
	DATE PREPARED	PREPARED BY	CHECKED BY	APPROVED BY
	3-10-2015	AG.		
	DATE REVISED	REVISED BY	CHECKED BY	APPROVED BY

HIDALGO COUNTY
PLANNING DEPARTMENT

1304 SOUTH 25TH STREET
EDINBURG TEXAS 78539
Tel. 956-318-2840 Fax. 956-318-2844

T.J. Arredondo, CFM
Director of Planning

HIDALGO COUNTY COMMISSIONERS COURT MEETING

DATE: 06-23-2015

PROPOSED **BORDER TOWN ACRES PHASE I** SUBDIVISION, PRECINCT No. **4** .

ENGINEER: **MELDEN & HUNT, INC.** DEVELOPER: **RICHARD RUPPERT**

☐ PRELIMINARY APPROVAL ☒ FINAL APPROVAL ☐ FINAL APPROVAL WITH FINANCIAL GUARANTEE ☐ WITH VARIANCE

NUMBER OF LOTS: **72** ☒*SINGLE FAMILY ___ ☐*MULTI-FAMILY ___ ☐COMMERCIAL ___ ☐INSTITUTIONAL

LOCATION DESCRIPTION: **East Brushline Road approximate ¼ mile North of F.M. 2812**

SUBDIVISION LIES WITHIN THE: ☒ *ETJ of* **Edinburg** and was approved administratively by said City.

DRAINAGE REPORT WAS APPROVED BY HCDD#1: ON **07-17-14** PROPERTY LIES WITHIN FLOOD ZONE: **"X"** AS PER FEMA.

DRAINAGE DESIGN: **Will be provided by a storm drainage pipe system discharging into a proposed drain ditch dedicated to the Hidalgo County Drainage District No. 1 approximate 200 feet north east of the proposed Subdivision.**

ROAD R.O.W. DEDICATION: **10 feet to Brushline Road. and 20 feet to Sharp Road.**

H.C.R.O.W. FINAL APPROVAL DATE: **06-04-15**: By, **Jose Ochoa** PCT 4 R.O.W. AGENT

H.C.H.D APPROVAL DATE: **06-04-15** by: **Elizardo "Chardo" Ramos,** Environmental Health Division Manager

SEWER SYSTEM: ☒OSSF & SOIL ANALYSIS WERE CONDUCTED BY: **Jose Angel Gonzalez**
☒OSSF HAVE BEEN INSTALLED AND INSPECTED BY HCHD

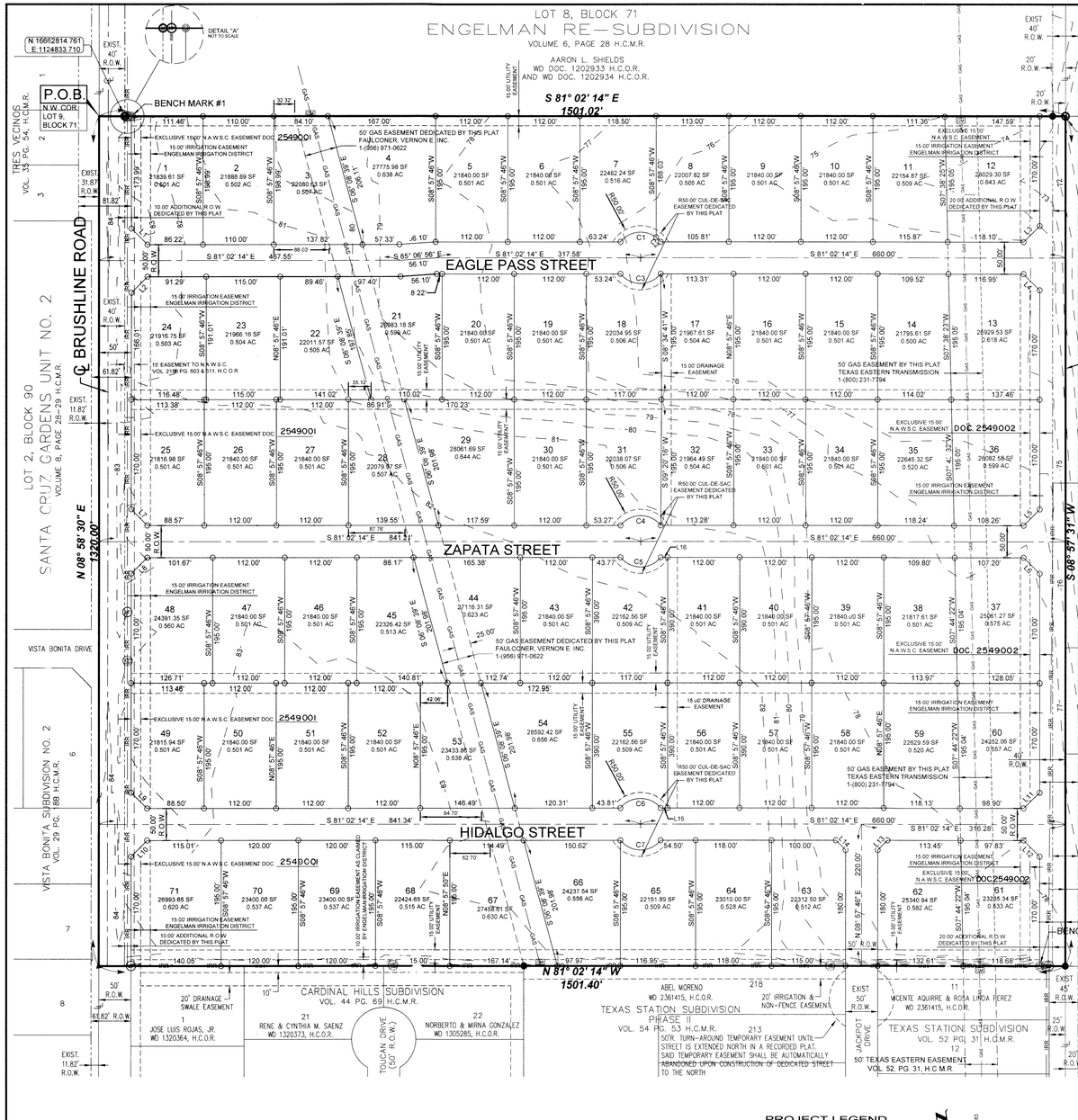
WATER SERVICE PROVIDER: **N.A.W.S.C.** LINE SIZE: **8"** LOCATION: **East side of Brushline Road**

H.C.O.E.C. FINAL APPROVAL DATE: **06-04-15**: By **Martin Ramirez, Director of Office of Environmental Compliance**
☒**LARGE CONSTRUCTION**
The applicant has submitted the required NOI as per Part II, Section E of the TPDES General Permit for Construction Activities (TXR150000) along with a copy of the Erosion Control Plan for the proposed project.

PRELIMINARY APPROVAL FROM THE HIDALGO COUNTY COMMISSIONERS COURT ON: **8-25-2015**

REQUEST FOR FINAL APPROVAL WITH:
☐ **Cash Deposit:** *Amount:$_____For:* ☐*OSSF(S)*_____ ☐PAVING ☐DRAINAGE ☐STREET SIGNS
☐**A Letter of Credit** *Financial Institution:* _____ *L.O.C No.* _____
Amount: $_____For: ☐*OSSF(S)*_____ ☐PAVING ☐DRAINAGE ☐STREET SIGNS

STAFF RECOMMENDS:
☐ **Preliminary Approval** *subject to comments and future recommendations by planning and other departments.*
☒ **Final Approval** *subject to recommendations other departments*
* *This subdivision plat has been reviewed and complies with the Hidalgo County Subdivision Rules, Texas Water Development Board Model Subdivision Rules and The Texas Local Government Code.*



GENERAL PLAT NOTES AND RESTRICTIONS

1. FLOOD ZONE STATEMENT:
F.E.M.A. FLOOD ZONE DESIGNATION: ZONE "X" (UNSHADED), ZONE "X" (UNSHADED) IS DEFINED AS AREAS DETERMINED TO BE OUTSIDE 500-YEAR FLOOD PLAIN.
COMMUNITY PANEL NUMBER: 480334 0325D.
MAP REVISED: JUNE 6, 2000.
REVISED TO REFLECT L.O.M.R. DATED MAY 17, 2001.

2. MINIMUM BUILDING SETBACKS SHALL BE AS FOLLOWS:
FRONT.....25 FEET OR GREATER
REAR.....15 FEET OR GREATER FOR EASEMENT
SIDE.....5 FEET OR GREATER FOR EASEMENT
SIDE CORNER.....10 FEET
SIDE CORNER.....20 FEET (BRUSHLINE ROAD)

3. NO MORE THAN ONE-SINGLE FAMILY DETACHED DWELLING SHALL BE LOCATED ON EACH LOT. THIS MUST BE STIPULATED ON ALL DEEDS AND CONTRACTS FOR SALES. (ANY OTHER USE SHALL REQUIRE PLANNING DEPARTMENT, OFFICE OF ENVIRONMENTAL COMPLIANCE, HEALTH DEPARTMENT AND PLANNING COMMISSION APPROVAL). APPLICATIONS FOR CONSTRUCTION ARE REQUIRED PRIOR TO OCCUPYING THE LOT. (NO COMMERCIAL USE SHALL BE ALLOWED ON LOTS 1, 24, 25, 48, 49, 72, 13, 36, 37, 60 & 61).

4. MINIMUM FINISH FLOOR NOTE:
MINIMUM FINISH FLOOR ELEVATION SHALL BE 18 INCHES ABOVE TOP OF CURB MEASURED FROM THE CENTER OF THE LOT. ELEVATION CERTIFICATE MAY BE REQUIRED FOR LOTS LOCATED OUTSIDE A DESIGNATED FLOOD ZONE AT THE TIME FOR A DEVELOPMENT PERMIT APPLICATION TO VERIFY PRE AND POST CONSTRUCTION FINISH FLOOR ELEVATIONS. AN ELEVATION CERTIFICATE SHALL BE REQUIRED FOR ALL LOTS WITHIN A DESIGNATED FLOOD ZONE AT THE TIME FOR A DEVELOPMENT PERMIT APPLICATION.

5. THE FOLLOWING BENCHMARKS ARE IDENTIFIED ON THE FACE OF THE PLAT AND ON THE ATTACHED ENGINEERING PLANS.

--=BM. NO. 1--ELEV. 82.33 N.G.V.D. 29 DESCRIPTION: ALUMINUM DISK SET IN CONCRETE AT THE NORTHWEST CORNER OF LOT 1 OF THIS SUBDIVISION. N 1666281.3.2016, E 1124843.5968.

--=BM. NO. 2--ELEV. 82.09 N.G.V.D. 29 DESCRIPTION: ALUMINUM DISK SET IN CONCRETE AT THE SOUTHEAST CORNER OF LOT 61 OF THIS SUBDIVISION. N 1662989.4.776, E 1126031.8387.

6. IN ACCORDANCE WITH THE HIDALGO COUNTY DRAINAGE DISTRICT NO. 1 AND HIDALGO COUNTY REQUIREMENTS, THIS DEVELOPMENT WILL BE REQUIRED TO DETAIN A TOTAL OF 88.244 CUBIC-FEET 0.047 ACRE-FEET) OF STORM WATER RUNOFF. DRAINAGE DETENTION IN ACCORDANCE WITH THE LOCAL REQUIREMENTS WILL BE ACCOMPLISHED AS FOLLOWS: (SEE SHEET No. 3 OF STORM SEWER IMPROVEMENTS.) THE DEVELOPER SHALL BE RESPONSIBLE TO DETAIN AND ACCOMMODATE MORE THAN THE DETAINED VOLUME SHOWN ABOVE IF IT IS DETERMINED AT THE DEVELOPER'S PERMIT STAGE DUE TO THE IMPERVIOUS AREA BEING GREATER THAN PLAT ENGINEER ASSUMED FOR HIS CALCULATIONS OF THIS SUBDIVISION.

7. THERE ARE NO WATER WELLS WITHIN 150 FEET FROM THE BOUNDARIES OF THIS SUBDIVISION.

8. LOTS 1, 24, 25, 48, 49 & 71 SHALL NOT HAVE ACCESS/DRIVEWAY ONTO BRUSHLINE ROAD AND LOTS 12, 13, 36, 37, 60 & 61. SHALL NOT HAVE ACCESS/DRIVEWAY ONTO SHARP ROAD.

9. EACH PURCHASE CONTRACT MADE BETWEEN A SUBDIVIDER AND PURCHASER OF A LOT IN THIS SUBDIVISION SHALL CONTAIN A STATEMENT DESCRIBING HOW AND WHEN WATER, SEPTIC, ELECTRICITY, AND GAS SERVICES WILL BE MADE AVAILABLE TO THE SUBDIVISION.

10. ALL PUBLIC UTILITIES EASEMENTS DEDICATED BY THIS PLAT SHALL BE A MINIMUM WIDTH OF 15.00 FEET AS PER THE HIDALGO COUNTY MODEL SUBDIVISION RULES. BY SIGNING THIS PLAT, DEVELOPER AND ENGINEER CERTIFY THAT ALL OTHER EASEMENTS SHOWN COMPLY WITH THE SIZE REQUIRED BY EACH UTILITY PROVIDER OCCUPYING AN EASEMENT.

11. AN OFF-STREET PARKING LOT SITE PLAN & DRAINAGE PLAN APPROVED BY THE HIDALGO COUNTY PLANNING DEPARTMENT AND THE OFFICE OF ENVIRONMENTAL COMPLIANCE SHALL BE REQUIRED FOR COMMERCIAL USE AT THE TIME OF APPLICATION FOR CONSTRUCTION PRIOR TO THE ISSUANCE OF A BUILDING AND/OR DEVELOPMENT PERMIT. NO WATER OR SEWER CONNECTIONS SHALL BE GRANTED UNTIL SITE PLAN, DRAINAGE PLAN AND OSSF PLAN ARE APPROVED AND PROPOSED IMPROVEMENTS ARE CONSTRUCTED IN ACCORDANCE WITH COUNTY AND STATE STANDARDS.

12. ON-SITE SEWAGE FACILITIES (OSSF) NOTE: THIS SUBDIVISION SHALL USE ON-SITE SEWAGE FACILITIES IN ACCORDANCE WITH TCEQ AND HIDALGO COUNTY REGULATIONS FOR SEWAGE DISPOSAL. THE SUBDIVIDER IS RESPONSIBLE FOR PROVIDING AN OSSF ON ALL LOTS.

A. OSSF SYSTEM IS BEING DESIGNED FOR DISPOSAL OF DOMESTIC SEWERAGE ONLY. A SEPARATE DESIGN SHALL BE SUBMITTED FOR COMMERCIAL USE.

B. EACH LOT ON THIS PLAT COMPLIES WITH THE MINIMUM 21,780 SQUARE FEET LOT AREA WITH POTABLE WATER SUPPLY.

C. OSSF SYSTEM SHALL REQUIRE INSPECTION AND APPROVAL BY HIDALGO COUNTY AUTHORIZED DEPARTMENT.

D. SOIL ANALYSIS HAVE BEEN SUBMITTED TO THE AUTHORIZED HIDALGO COUNTY DEPARTMENT AND EXCEPTS MAY BE ALSO SEEN ON THE UTILITY LAYOUT FOR THIS SUBDIVISION AS SUBMITTED TO THE HIDALGO COUNTY PLANNING DEPARTMENT. THE ENGINEER HAS DETERMINED THAT THE SOIL IS SUITABLE FOR A STANDARD SEPTIC TANK AND ABSORPTIVE DRAIN FIELD SYSTEM.

E. APPROVED "OSSF" PERMIT APPLICATION IS REQUIRED INCLUDING INDIVIDUAL LOT PLANNING MATERIALS PRIOR TO OCCUPYING A LOT.

13. RICHARD RUPPERT, THE OWNER & SUBDIVIDER OF BORDER TOWN ACRES PHASE I, RETAINS A BLANKET EASEMENT UPON EACH LOT FOR THE PURPOSE OF INSTALLING AN APPROPRIATE OSSF ON THE LOT AS DESCRIBED ON SHEET NO. 2 OF THIS PLAT.

14. NO STRUCTURE SHALL BE PERMITTED OVER ANY EASEMENT. EASEMENTS SHALL BE KEPT CLEAR OF BUILDINGS, SHEDS, BUSHES, SHRUBS TREES, AND OTHER PLANTINGS (EXCEPT LOW, LESS THAN 18 INCHES MATURE HEIGHT, GROUND COVER, GRASS, OR FLOWERS) AND OTHER OBSTRUCTIONS THAT WOULD INTERFERE WITH THE OPERATIONS AND MAINTENANCE OF THE EASEMENT.

15. LOTS 1, 24, 25, 48, 49 & 71 SHALL NOT HAVE ACCESS/DRIVEWAY ONTO BRUSHLINE ROAD UNLESS UTILIZED FOR COMMERCIAL USE. IF THE AFOREMENTIONED LOT IS UTILIZED FOR COMMERCIAL USE AND HAS DOUBLE FRONTAGE, THEN THE LOT OWNER OF SAID LOT WILL BE REQUIRED TO INSTALL A BUFFER FENCE ABUTTING ALL RESIDENTIAL LOTS, TO DENY ACCESS ONTO LOT. LOCATION OF ACCESS/DRIVEWAY SHALL BE SHOWN ON THE SITE PLAN AS PER NOTE 11 AND IS SUBJECT TO APPROVAL FROM THE HIDALGO COUNTY PLANNING DEPARTMENT.

16. SUBJECT TO BLANKET EASEMENTS TO:
RIGHT OF WAY EASEMENT GRANTED TO CENTRAL POWER AND LIGHT COMPANY, ITS SUCCESSORS AND ASSIGNS, RECORDED IN VOLUME 325, PAGE 359, DEED RECORDS OF HIDALGO COUNTY, TEXAS.
RIGHT OF WAY EASEMENT GRANTED TO TEXAS EASTERN TRANSMISSION CORP., ITS SUCCESSORS AND ASSIGNS, RECORDED IN:
VOLUME 873, PAGE 306, DEED RECORDS OF HIDALGO COUNTY, TEXAS. (NORTH 18.955 ACRES OF SOUTH 29.37 ACRES OF LOT 9, BLOCK 71);
VOLUME 873, PAGE 337, DEED RECORDS OF HIDALGO COUNTY, TEXAS. (SOUTH 10.424 ACRES OF LOT 9, BLOCK 71).
VOLUME 873, PAGE 339, DEED RECORDS OF HIDALGO COUNTY, TEXAS. (NORTH 10.424 ACRES OF SOUTH 39.803 ACRES, LOT 9, BLOCK 71).
VOLUME 873, PAGE 307, DEED RECORDS OF HIDALGO COUNTY, TEXAS. (NORTH 165 FEET OF LOT 9, BLOCK 71).
RIGHT OF WAY EASEMENT GRANTED TO NORTH ALAMO WATER SUPPLY CORP., ITS SUCCESSORS AND ASSIGNS, RECORDED IN:
VOLUME 2158, PAGE 603, OFFICIAL RECORDS OF HIDALGO COUNTY, TEXAS. (NORTH 10.424 ACRES OF SOUTH 39.803 ACRES LOT 9, BLOCK 71). BEING 15' WIDE LYING EAST OF AND ADJACENT TO THE EAST R.O.W. LINE OF BRUSHLINE ROAD.
VOLUME 2158, PAGE 611, OFFICIAL RECORDS OF HIDALGO COUNTY, TEXAS. (SOUTH 29.37 ACRES OF LOT 9, BLOCK 71 BEING 15' WIDE LYING EAST OF AND ADJACENT TO THE EAST R.O.W. LINE OF BRUSHLINE ROAD).

PROJECT LEGEND

- SET DISK IN CONCRETE
- FOUND No.4 REBAR
- FOUND COTTON PICKER SPINDLE
- FOUND No.5 REBAR
- SET No.4 REBAR WITH PLASTIC CAP STAMPED MELDEN & HUNT
- 12" IRRIGATION VENT
- 24" IRRIGATION STAND PIPE
- 30" IRRIGATION STAND PIPE
- IRR — IRRIGATION LINE
- GAS — GAS — SPOTTED GAS LINE
- GM GAS MARKER

R.O.W. - RIGHT OF WAY
H.C.M.R. - HIDALGO COUNTY MAP RECORDS
H.C.D.R. - HIDALGO COUNTY DEED RECORDS
N.W. COR. - NORTHWEST CORNER
P.O.B. - POINT OF BEGINNING
N.A.W.S.C. - NORTH ALAMO WATER SUPPLY CORPORATION
H.C.O.R. - HIDALGO COUNTY OFFICIAL RECORDS
( ) - RECORDED DEED CALLS
℄ - CENTER LINE
WD VOL PG - WARRANTY DEED VOLUME PAGE

BEARING BASIS AS PER TEXAS STATE PLANE COORDINATE SYSTEM NAD 83 TEXAS SOUTH HDSS ELEVATION FROM NAVD 88 GPS OBSERVATIONS

SCALE:1"=100'

Lot Line Table		
Line #	Length	Direction
L1	35.35'	N36° 01' 52"W
L2	35.36'	N53° 58' 08"E
L3	35.35'	N53° 57' 38"E
L4	35.36'	N36° 02' 22"W
L5	35.35'	N53° 57' 38"E
L6	35.36'	S36° 02' 22"E
L7	35.35'	N36° 01' 52"W
L8	35.36'	N53° 58' 08"E
L9	35.35'	S36° 01' 52"E
L10	35.36'	N53° 58' 08"E
L11	35.35'	S53° 57' 38"W
L12	35.36'	N36° 02' 22"W
L13	21.21'	N53° 57' 46"E
L14	21.21'	S36° 02' 14"E
L15	10.74'	N81° 02' 14"W
L16	10.78'	S81° 02' 14"E

Curve Table						
Curve #	Length	Radius	Delta	Chord Direction	Chord Length	Tangent
C1	61.61'	40.00'	088° 14' 54"	N88° 13' 51"W	55.70'	38.80
C2	10.04'	40.00'	014° 23' 14"	N36° 54' 47"W	10.02'	5.05
C3	71.65'	40.00'	102° 38' 08"	S81° 02' 14"E	62.45'	49.98
C4	71.65'	40.00'	102° 38' 08"	N81° 02' 14"W	62.45'	49.96
C5	71.65'	40.00'	102° 38' 08"	S81° 02' 14"E	62.45'	49.96
C6	71.65'	40.00'	102° 38' 08"	N81° 02' 14"W	62.45'	49.96
C7	71.65'	40.00'	102° 38' 08"	S81° 02' 14"E	62.45'	49.96

SHEET INDEX FOR BORDER TOWN ACRES PHASE I

SHEET 1: HEADING; INDEX; LOCATION MAP AND ETJ; PRINCIPAL CONTACTS; MAP: LOT, STREETS, AND EASEMENT LAYOUT; DESCRIPTION (METES AND BOUNDS); SURVEYOR'S CERTIFICATION; PLAT NOTES AND RESTRICTIONS; OWNER'S DEDICATION, CERTIFICATION, ATTESTATION; APPROVAL CERTIFICATE; COUNTY CLERK'S RECORDING CERTIFICATE; REVISION NOTES, IRRIGATION DISTRICT, H.C.D.D. No. 1, HIDALGO COUNTY HEALTH DEPARTMENT CERTIFICATE; NORTH ALAMO WATER SUPPLY CORPORATION DISTRICT CERTIFICATION.

SHEET 2: ENGINEERING REPORT, INCLUDING DESCRIPTION OF WATER AND WASTE WATER / SANITARY SEWER AND ENGINEERS CERTIFICATION (ENGLISH AND SPANISH VERSION);

SHEET 3: MAP OF TOPOGRAPHY AND DRAINAGE; DRAINAGE REPORT INCLUDING DESCRIPTION OF DRAINAGE, ENGINEERING CERTIFICATION; CONSTRUCTION DETAILS.

DRAWN BY:	REYES N.	DATE: 04-11-14
IRRIGATION, CHECKED		DATE:
SURVEYED, CHECKED	FLK	DATE: 5-28-15
FINAL CHECK		DATE:

LOCATION OF SUBDIVISION WITH RESPECT TO THE EXTRATERRITORIAL JURISDICTION OF A MUNICIPALITY:

BORDER TOWN ACRES PHASE I IS LOCATED IN THE EASTERN CENTRAL PART OF HIDALGO COUNTY ON THE EAST SIDE OF BRUSHLINE ROAD, APPROXIMATELY 1335 FEET NORTH OF ITS INTERSECTION WITH FM 2812. THIS SUBDIVISION IS NOT WITHIN THE 2 MILE OR 5 MILE EXTRATERRITORIAL JURISDICTION (ETJ), WITH RESPECT TO A MUN PALITY, UNDER LOCAL GOVERNMENT CODE § 42.021. THE NEAREST MUNICIPALITY IS THE CITY OF EDINBURG (POPULATION 77,100). THIS DEVELOPMENT LIES WITHIN PRECINCT No. 4

HIDALGO COUNTY
CERTIFICATE OF PLAT APPROVAL
ENGELMAN IRRIGATION DISTRICT NO. 6

THIS PLAT IS HERE BY APPROVED BY THE ENGELMAN IRRIGATION DISTRICT DATED THIS THE 11th DAY OF March 20 15

PRESIDENT _____ DATE 3-12-15

ATTEST: _____ DATE 3-12-15
SECRETARY

PRINCIPAL CONTACTS	NAME	ADDRESS	CITY & ZIP	PHONE	FAX
OWNER:	BORDERTOWN DEVELOPMENT, LLC RICHARD W. RUPPERT	P.O. BOX 959	Edinburg, TX 78540	(956) 383-0868	(956) 494-6969
ENGINEER:	FRED L. KURTH	115 W. McINTYRE	EDINBURG, TX 78541	(956) 381-0981	(956) 381-1839
SURVEYOR:	FRED L. KURTH	115 W. McINTYRE	EDINBURG, TX 78541	(956) 381-0981	(956) 381-1839

SUBDIVISION MAP OF
BORDER TOWN ACRES PHASE I

A RESUBDIVISION OF 45.491 ACRES
BEING ALL OF LOT 9, BLOCK 71, OUT OF ENGELMAN RE-SUBDIVISION RECORDED IN VOLUME 6, PAGE 28 H.C.M.R., HIDALGO COUNTY, TEXAS

METES AND BOUNDS DESCRIPTION:

A TRACT OF LAND CONTAINING 45.491 ACRES SITUATED IN THE COUNTY OF HIDALGO, TEXAS, BEING ALL OF LOT 9, BLOCK 71, ENGELMAN RE-SUBDIVISION ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 6, PAGE 28 HIDALGO COUNTY MAP RECORDS, SAID 45.491 ACRES ALSO BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A THE NORTHWEST CORNER OF SAID LOT 9, BLOCK 71 FOR THE NORTHWEST CORNER OF THIS TRACT;

1. THENCE, S 81° 02' 14" E ALONG THE NORTH LINE OF SAID LOT 9, BLOCK 71, AT A DISTANCE OF 40.00 FEET PASS A NO. 5 REBAR FOUND (NORTHING: 16662814.761, EASTING: 1124833.710) ON THE EAST RIGHT-OF-WAY LINE OF BRUSHLINE ROAD, AT A DISTANCE OF 1481.02 FEET PASS THE WEST RIGHT-OF-WAY LINE OF SHARP ROAD, CONTINUING A TOTAL DISTANCE OF 1501.02 FEET TO A NO. 5 REBAR FOUND (NORTHING: 16662587.145, EASTING: 1126276.891) AT THE NORTHEAST CORNER OF SAID LOT 9, BLOCK 71 FOR THE NORTHEAST CORNER OF THIS TRACT;
2. THENCE, S 08° 57' 31" W ALONG THE EAST LINE OF SAID LOT 9, BLOCK 71 AND THE CENTERLINE OF SHARP ROAD, A DISTANCE OF 1320.00 FEET TO A NO. 4 REBAR FOUND AT THE SOUTHEAST CORNER OF SAID LOT 9, BLOCK 71 FOR THE SOUTHEAST CORNER OF THIS TRACT;
3. THENCE, N 81° 02' 14" W ALONG THE SOUTH LINE OF LOT 9, BLOCK 71, AT A DISTANCE OF 20.00 FEET PASS THE WEST RIGHT-OF-WAY LINE OF SHARP ROAD, AT A DISTANCE OF 1461.4 FEET PASS A NO. 4 REBAR SET ON THE EAST RIGHT-OF-WAY LINE OF BRUSHLINE ROAD, AT A DISTANCE OF 1501.20 FEET PASS A COTTON PICKER SPINDLE FOUND, CONTINUING A TOTAL DISTANCE OF 1501.40 FEET TO THE SOUTHWEST CORNER OF SAID LOT 9, BLOCK 71 FOR THE SOUTHWEST CORNER OF THIS TRACT;
4. THENCE, N 08° 58' 30" E ALONG THE WEST LINE OF LOT 9, BLOCK 71, AND WITHIN THE RIGHT-OF-WAY OF BRUSHLINE ROAD, A DISTANCE OF 1320.00 FEET TO THE POINT OF BEGINNING, AND CONTAINING 45.491 ACRES, OF WHICH 1.212 ACRES LIE WITHIN THE RIGHT-OF-WAY OF BRUSHLINE ROAD, AND 0.606 OF ONE ACRE LIES WITHIN THE RIGHT-OF-WAY OF SHARP ROAD, LEAVING A NET OF 43.673 ACRES OF LAND, MORE OR LESS.

RIGHT OF WAY EASEMENT

KNOWN ALL MEN BY THESE PRESENTS, THAT THE UNDERSIGNED OWNERS OF THE PROPERTY SHOWN ON THIS PLAT, THEIR SUCCESSORS, ASSIGNS, AND TRANSFEREES (HEREINAFTER CALLED "GRANTOR" WHETHER ONE OR MORE PERSONS ARE NAMED), IN CONSIDERATION OF ONE DOLLAR ($1.00) AND OTHER GOOD AND VALUABLE CONSIDERATION PAID BY NORTH ALAMO WATER SUPPLY CORPORATION, (HEREINAFTER CALLED "GRANTEE"), THE RECEIPT AND SUFFICIENCY OF WHICH IS HEREBY ACKNOWLEDGED, DOES HEREBY GRANT, BARGAIN, SELL, TRANSFER AND CONVEY TO SAID GRANTEE, ITS SUCCESSORS AND ASSIGNS, A PERPETUAL EASEMENT WITH THE RIGHT TO ERECT, CONSTRUCT, INSTALL AND LAY AND THEREAFTER USE, OPERATE, INSPECT, REPAIR, MAINTAIN, REPLACE AND REMOVE WATER DISTRIBUTION LINES AND APPURTENANCES OVER AND ACROSS LANDS SHOWN ON THIS PLAT, TOGETHER WITH THE RIGHT OF INGRESS AND EGRESS OVER GRANTOR'S ADJACENT LANDS FOR THE PURPOSE FOR WHICH THE ABOVE-MENTIONED RIGHTS ARE GRANTED. THE EASEMENT HEREBY GRANTED SHALL NOT EXCEED 15' IN WIDTH, AND GRANTEE IS HEREBY AUTHORIZED TO DESIGNATE THE COURSE OF THE EASEMENT HEREIN CONVEYED EXCEPT THAT WHEN THE PIPELINE(S) IS INSTALLED, THE EASEMENT HEREIN GRANTED SHALL BE LIMITED TO A STRIP OF LAND 15' IN WIDTH THE CENTER LINE THEREOF BEING THE PIPELINE INSTALLED.

IN THE EVENT THE EASEMENT HEREBY GRANTED ABUTS ON A PUBLIC ROAD AND THE COUNTY OR STATE HEREAFTER WIDENS OR RELOCATES THE PUBLIC ROAD SO AS TO REQUIRE THE RELOCATION OF THIS WATER LINE AS INSTALLED, GRANTOR FURTHER GRANTS TO GRANTEE AN ADDITIONAL EASEMENT OVER AND ACROSS THE LAND DESCRIBED ABOVE FOR THE PURPOSE OF LATERALLY RELOCATING SAID WATER LINE AS MAY BE NECESSARY TO CLEAR THE ROAD IMPROVEMENTS, WHICH EASEMENT HEREBY GRANTED SHALL BE LIMITED TO A STRIP OF LAND 15' IN WIDTH THE CENTER LINE THEREOF BEING THE PIPELINE AS RELOCATED.

THE CONSIDERATION RECITED HEREIN SHALL CONSTITUTE PAYMENT IN FULL FOR ALL DAMAGES SUSTAINED BY GRANTOR BY REASON OF THE INSTALLATION, MAINTENANCE, REPAIR, REPLACEMENT AND RELOCATION OF THE STRUCTURES REFERRED TO HEREIN. THIS AGREEMENT TOGETHER WITH OTHER PROVISIONS OF THIS GRANT SHALL CONSTITUTE A COVENANT RUNNING WITH THE LAND FOR THE BENEFIT OF THE GRANTEE, ITS SUCCESSORS, AND ASSIGNS. THE GRANTOR COVENANTS THAT SHE IS THE OWNER OF THE ABOVE-DESCRIBED LANDS AND THAT SAID LANDS ARE FREE AND CLEAR OF ALL ENCUMBRANCES AND LIENS, EXCEPT THE FOLLOWING:

THE EASEMENT CONVEYED HEREIN WAS OBTAINED OR IMPROVED THROUGH FEDERAL FINANCIAL ASSISTANCE. THIS EASEMENT IS SUBJECT TO THE PROVISIONS OF THE TITLE VI OF THE CIVIL RIGHTS ACT OF 1964 AND THE REGULATIONS ISSUED PURSUANT THERETO FOR SO LONG AS THE EASEMENT CONTINUES TO BE USED FOR THE SAME OR SIMILAR PURPOSE FOR WHICH FINANCIAL ASSISTANCE WAS EXTENDED OR FOR SO LONG AS THE GRANTEE OWNS IT, WHICHEVER IS LONGER.

IN WITNESS WHEREOF, THE SAID GRANTOR HAS EXECUTED THIS INSTRUMENT THE 2 DAY OF June 2015

_____
(GRANTOR'S SIGNATURE)

ACKNOWLEDGMENT

THE STATE OF TEXAS §
COUNTY OF HIDALGO §

BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, ON THIS DAY PERSONALLY APPEARED _____ KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT, AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATION THEREIN EXPRESSED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS 2nd DAY OF June, 20 15

_____
NOTARY PUBLIC, STATE OF TEXAS
MY COMMISSION EXPIRES:

LYDIA FLORES
Notary Public
STATE OF TEXAS
My Comm. Exp. June 20, 2018

STATE OF TEXAS
COUNTY OF HIDALGO

OWNER'S DEDICATION, CERTIFICATION, AND ATTESTATION

WE, BORDERTOWN DEVELOPMENT, LLC
AS OWNER OF THE 45.491 ACRE TRACT OF LAND ENCOMPASSED WITHIN THE PROPOSED BORDER TOWN ACRES PHASE I, HEREBY SUBDIVIDE THE LAND AS DEPICTED IN THIS SUBDIVISION PLAT AND DEDICATE TO PUBLIC USE THE STREET(S), PARK, AND EASEMENTS SHOWN HEREIN.
I CERTIFY THAT I HAVE COMPLIED WITH THE REQUIREMENTS OF TEXAS LOCAL GOVERNMENT CODE § 232.032 AND THAT

(A) THE WATER QUALITY AND CONNECTIONS TO THE LOTS MEET OR WILL MEET THE MINIMUM STATE STANDARDS;
(B) SEWER CONNECTIONS TO THE LOTS OR SEPTIC TANKS MEET OR WILL MEET THE MINIMUM REQUIREMENTS OF STATE STANDARDS;
(C) ELECTRICAL CONNECTIONS PROVIDED TO THE LOTS MEET OR WILL MEET THE MINIMUM STATE STANDARDS; AND
(D) GAS CONNECTIONS, IF AVAILABLE, PROVIDED TO THE LOTS MEET OR WILL MEET THE MINIMUM STATE STANDARDS.

WE ATTEST THAT THE MATTERS ASSERTED IN THIS PLAT ARE TRUE AND COMPLETE.

_____ DATE: 2 June 2015
BORDERTOWN DEVELOPMENT, LLC
RICHARD W. RUPPERT , MANAGING PARTNER
P.O. BOX 959
EDINBURG, TX 78540-0959

STATE OF TEXAS
COUNTY OF HIDALGO

BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC, ON THIS DAY PERSONALLY APPEARED RICHARD W. RUPPERT, PROVED TO ME THROUGH HIS TEXAS DEPARTMENT OF PUBLIC SAFETY DRIVERS LICENSE TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT, WHO, BEING BY ME FIRST DULY SWORN, DECLARED THAT THE STATEMENTS THEREIN ARE TRUE AND CORRECT AND ACKNOWLEDGED THAT HE EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATION THEREIN EXPRESSED.

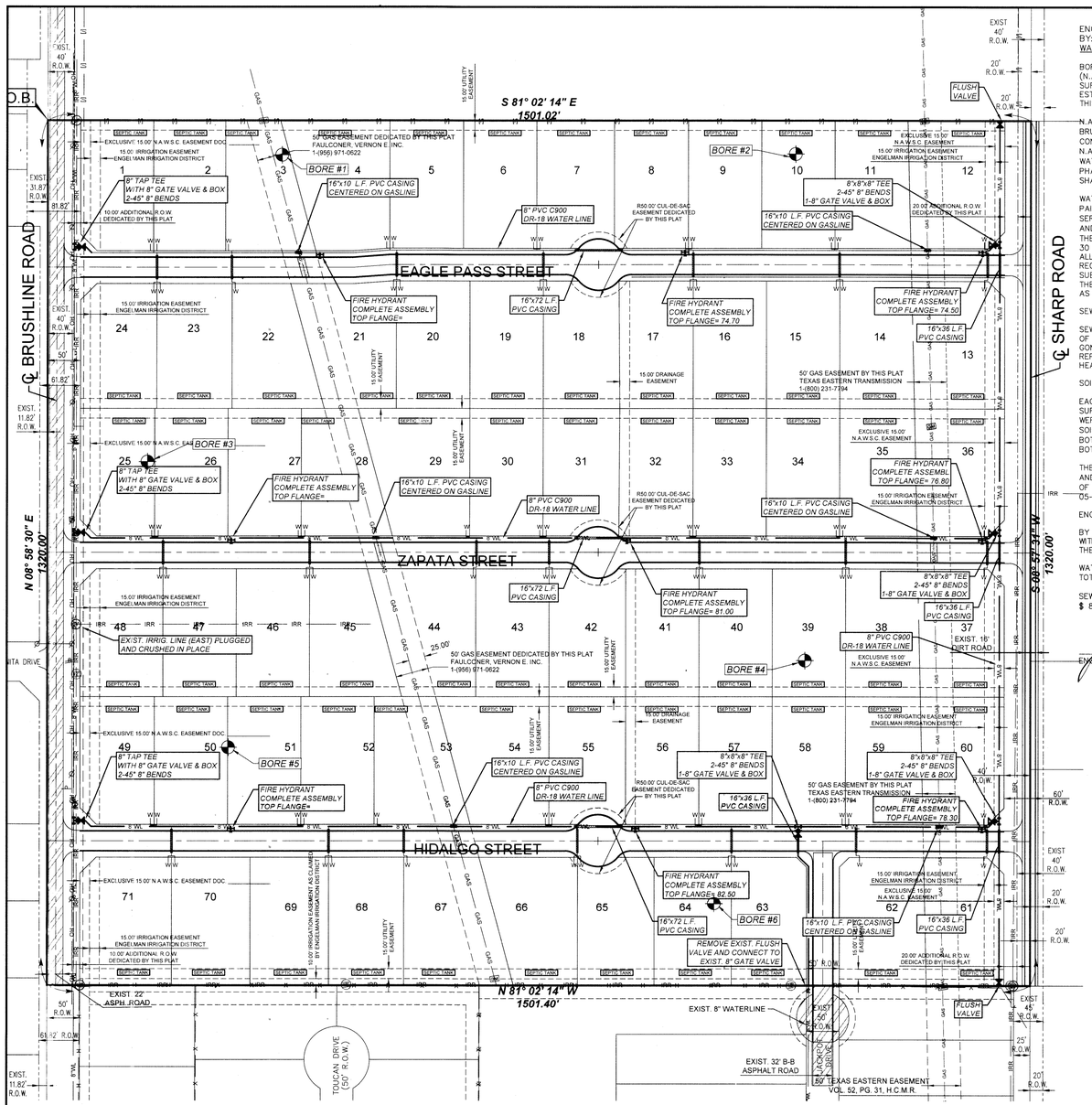
GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS 2nd DAY OF June, 20 15

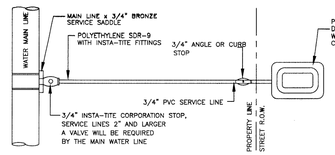
_____
NOTARY PUBLIC, STATE OF TEXAS
MY COMMISSION EXPIRES:

LYDIA FLORES
Notary Public
STATE OF TEXAS
My Comm. Exp. June 20, 2018

STATE OF TEXAS
COUNTY OF HIDALGO

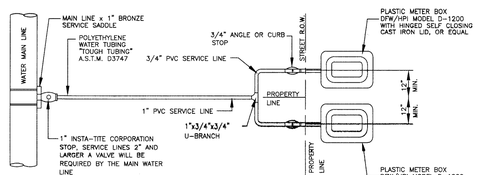
I, FRED L. KURTH A REGISTERED PROFESSIONAL LAND SURVEYOR AND LICENSED PROFESSIONAL ENGINEER IN THE STATE OF TEXAS, HEREBY CERTIFY THAT THE ABOVE PLAT AND DESCRIPTION OF BORDER TOWN ACRES PHASE I WERE PREPARED FROM A SURVEY OF THE PROPERTY MADE ON THE GROUND BY ME OR UNDER MY SUPERVISION ON 4-19-2013 AND THAT THE PROPER ENGINEERING CONSIDERATION HAS BEEN GIVEN TO THIS PLAT AND IS A TRU





SINGLE WATER SERVICE CONNECTION

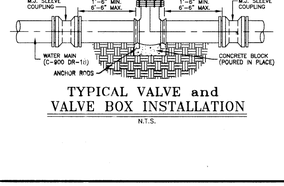
N.T.S.



DUAL WATER SERVICE CONNECTION

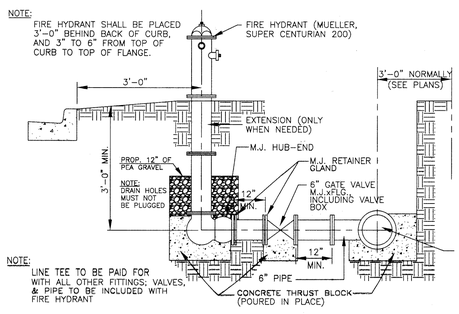
N.T.S.

NOTE: IF UTILITY EASEMENT IS DEDICATED AT THE FRONT OF THE LOT, THE LOCATION OF THE ANGLE STOP IS TO BE DETERMINED BY N.A.W.S.C. AND THE ENGINEER.



TYPICAL VALVE and VALVE BOX INSTALLATION

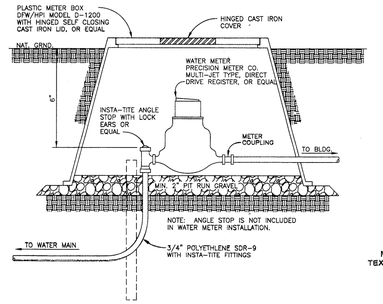
N.T.S.



SECTION

TYPICAL FIRE HYDRANT INSTALLATION

N.T.S.



TYPICAL WATER METER INSTALLATION

N.T.S.

ENGINEERING REPORT FOR BORDER TOWN ACRES PHASE I
BY: FRED L. KURTH
WATER SUPPLY: DESCRIPTION, COSTS, AND OPERABILITY DATE

BORDER TOWN ACRES PHASE I WILL BE PROVIDED WITH POTABLE WATER BY NORTH ALAMO WATER SUPPLY CORPORATION (N.A.W.S.C.). THE SUBDIVIDER AND N.A.W.S.C. HAVE ENTERED INTO A CONTRACT IN WHICH N.A.W.S.C. HAS PROMISED TO PROVIDE SUFFICIENT WATER TO THE SUBDIVISION FOR AT LEAST 30 YEARS. N.A.W.S.C HAS PROVIDED DOCUMENTATION TO SUFFICIENTLY ESTABLISH THE LONG TERM QUANTITY AND QUALITY OF THE AVAILABLE WATER SUPPLIES TO SERVE THE FULL DEVELOPMENT OF THIS SUBDIVISION.

N.A.W.S.C. HAS AN EXISTING 8" DIAMETER WATER LINE WITHIN A 15' N.A.W.S.C. EASEMENT ADJACENT TO THE EAST SIDE OF BRUSHLINE ROAD. THE WATER SYSTEM FOR BORDER TOWN ACRES PHASE I CONSISTS OF AN 8" DIAMETER WATER LINE THAT CONNECTS INTO THE EXISTING 8" WATERLINE AT THE NORTH AND SOUTH PROPERTY LINES. THIS 8" WATER LINE RUNS WITHIN A 15' N.A.W.S.C. EASEMENT ALONG THE NEW EAST R.O.W. LINE OF BRUSHLINE ROAD APPROXIMATELY 1320 FEET. THREE–8" DIAMETER WATERLINES SHALL EXTEND EAST FROM THE NEW 8" WATERLINE WITHIN AND ALONG THE THREE STREETS OF BORDER TOWN ACRES PHASE I APPROXIMATELY 1,396 FEET AND LOOP AROUND WITHIN A 15' N.A.W.S.C. EASEMENT ALONG THE NEW WEST R.O.W. LINE OF SHARP ROAD APPROXIMATELY 1320 FEET.

WATER DISTRIBUTION FOR BORDER TOWN ACRES PHASE I CONSISTS OF TWENTY NINE–1" DIAMETER DUAL SERVICE LINES RUN TO PAIRS OF LOTS BEFORE SPLITTING INTO 3/4" DIAMETER SERVICE LINES AND THIRTEEN–3/4" DIAMETER SINGLE SERVICE LINES. SAID SERVICES TERMINATE AT THE WATER METER BOXES FOR EACH LOT. THE 8" LINE, THE DUAL SERVICES AND 3/4" SINGLE SERVICES, AND THE METER BOXES HAVE ALREADY BEEN INSTALLED, AT A TOTAL COST OF $ 206,375, OR $ 2,906.69 PER LOT. IN ADDITION, THE SUBDIVIDER HAS PAID N.A.W.S.C. THE SUM OF $ 44,375.00, WHICH COVERS THE $ 625.00 COST PER LOT AS STATED IN THE 30 YEAR WATER SERVICE AGREEMENT WHICH SUM REPRESENTS THE TOTAL COST OF WATER METER, RIGHTS ACQUISITION FEES, AND ALL MEMBERSHIP OR OTHER FEES ASSOCIATED WITH CONNECTING THE INDIVIDUAL LOTS IN THE SUBDIVISION TO N.A.W.S.C. UPON REQUEST BY THE LOT OWNER, N.A.W.S.C. WILL PROMPTLY INSTALL AT NO CHARGE THE WATER METER FOR THAT LOT. THE SUBDIVIDER HAS INSTALLED NINE FILLING STATIONS (HYDRANTS) AT A UNIT COST OF $ 3,325 FOR A TOTAL COST OF $ 29,925. THE ENTIRE WATER FACILITIES HAVE BEEN APPROVED AND ACCEPTED BY N.A.W.S.C. AND SAID DISTRIBUTION SYSTEM IS OPERABLE AS OF THE DATE OF THE RECORDING OF THE PLAT.

SEWAGE FACILITIES DESCRIPTION; COST AND OPERABILITY DATES

SEWAGE FROM BORDER TOWN ACRES PHASE I WILL BE TREATED BY INDIVIDUAL ON–SITE SEWAGE FACILITIES ("OSSF") CONSISTING OF A STANDARD DESIGN DUAL COMPARTMENT SEPTIC TANK AND A DRAIN FIELD ON EACH LOT. THE SITE EVALUATOR JOSE A. GONZALEZ REGISTRATION # 12258 HAS EVALUATED THE SUITABILITY OF THE SUBDIVISION SITE FOR OSSF AND SUBMITTED A REPORT CONCLUDING THAT THE SITE IS SUITABLE FOR OSSF. THE REPORT WAS REVIEWED AND APPROVED BY THE HIDALGO COUNTY HEALTH DEPARTMENT. EACH LOT HAS ADEQUATE AREA FOR A REPLACEMENT DRAIN FIELD.

SOIL EVALUATION REPORT:

EACH LOT IN THE PROPOSED SUBDIVISION IS AT LEAST 1/2 ACRE IN SIZE. THE NATURAL RESOURCE CONSERVATION SERVICE SOIL SURVEY BOOK INDICATED A DISTRIBUTION OF FINE SANDY LOAM & SANDY CLAY LOAM SOIL FOR THE AREA. SIX SOIL EXCAVATIONS WERE PERFORMED ON THE SITE, ACROSS THE PROPOSED DISPOSAL AREA. (ADDITIONAL BORINGS WERE UNNECESSARY BECAUSE THE SOILS ARE VERY UNIFORM WITHIN THIS LIMIT AREA). THE SOIL IS A UNIFORM SANDY LOAM EXTENDING UP TO 30" BELOW THE BOTTOM OF ANY PROPOSED EXCAVATIONS. THERE IS NO INDICATION OF GROUND WATER OR A RESTRICTIVE LAYER WITHIN 24" OF BOTTOM OF THE PROPOSED EXCAVATIONS. THE SUBDIVISION DRAINS WELL.

THE COST TO INSTALL A SEPTIC SYSTEM ON AN INDIVIDUAL LOT IS $ 1,245.00 INCLUDING THE COST FOR THE REQUIRED PERMIT AND LICENSE. ALL OSSF'S HAVE BEEN INSTALLED AS OF THE TIME OF APPLICATION FOR FINAL PLAT APPROVAL AT A TOTAL COST OF $ 88,395.00 THE HIDALGO COUNTY HEALTH DEPARTMENT HAS INSPECTED AND APPROVED THE INSTALLATION OF ALL OSSF ON 05–30–2015

ENGINEER CERTIFICATION:

BY MY SIGNATURE BELOW, I CERTIFY THAT THE WATER AND SEWAGE SERVICE FACILITIES DESCRIBED ABOVE ARE IN COMPLIANCE WITH THE MODEL RULES ADOPTED UNDER SECTION 16.343, WATER CODE. I CERTIFY THAT THE COSTS TO INSTALL THE WATER AND THE UNCONSTRUCTED ON–SITE SEWAGE FACILITIES, DISCUSSED ABOVE, ARE AS FOLLOWS:

WATER FACILITIES – THESE FACILITIES FULLY CONSTRUCTED, WITH THE INSTALLATION OF WATER METERS, WILL COST A GRAND TOTAL OF $ 250,750.00 WHICH EQUALS TO $ 3,531.00 PER LOT.

SEWAGE FACILITIES – SEPTIC SYSTEM IS ESTIMATED TO COST $ 1,245.00 PER LOT (ALL INCLUSIVE), FOR A TOTAL OF $ 88,395.00 FOR THE ENTIRE SUBDIVISION.

Fred L Kurth — 5-28-15
ENGINEER'S SIGNATURE — DATE

STATE OF TEXAS
FRED L. KURTH
54151
LICENSED
PROFESSIONAL ENGINEER

SCALE:1"=100'

SUBDIVIDER CERTIFICATION

1. BY COMPLETING THE IMPROVEMENTS DESCRIBED ON THE PLAT, SUBDIVIDER WILL COMPLY WITH MINIMUM STATE STANDARDS AND THAT (a) WATER QUALITY AND CONNECTIONS INCLUDING WATER METERS AND OR WATER WELLS FOR EACH LOT(S) MEET SUCH STANDARDS AND (b) SEWER CONNECTIONS TO THE LOTS OR SEPTIC TANKS MEET OR WILL MEET SUCH STANDARDS AND WILL BE CONSTRUCTED IN ACCORDANCE WITH STATE AND COUNTY REGULATIONS.

SUBDIVIDER STATEMENT:

1. I, RICHARD W. RUPPERT SUBDIVIDER OF BORDER TOWN ACRES PHASE I HERE BY CERTIFY SEWER PERMITS HAVE BEEN PAID AND COPIES OF RECEIPTS ARE ON FILE WITH THE HIDALGO COUNTY HEALTH DEPARTMENT THAT ANY ADEQUATE DRINKING WATER SOURCE IS IMMEDIATELY AVAILABLE TO EACH LOT OF THE TYPE, QUALITY & QUANTITY TO ENABLE EACH PERSON PURCHASING A LOT HAVE ADEQUATE WATER TO COMPLY WITH THE REGULATIONS AND THE LAWS OF THE STATE AS REQUIRED BY STATE AND COUNTY REGULATIONS.

RICHARD W. RUPPERT

STATE OF TEXAS
COUNTY OF HIDALGO:

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED RICHARD RUPPERT KNOWN TO ME THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT AND ACKNOWLEDGED TO BE THAT SHE EXECUTED THE SAME FOR PURPOSED AND CONSIDERATION THEREIN STATED, GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS THE

2nd DAY OF June 20 15

Lydia Flores
NOTARY PUBLIC
MY COMMISSION EXPIRES 06/20/2019

REPORTE DE INGENIERIA DE BORDER TOWN ACRES PHASE I
POR: FRED L. KURTH
ABASTECIMIENTO DE AGUA: DESCRIPCION, COSTOS Y FECHA DE OPERABILIDAD

LA SUBDIVISIÓN BORDER TOWN ACRES PHASE I RECIBIRÁ SU PROVISIÓN DE AGUA DE NORTH ALAMO WATER SUPPLY CORPORATION (La COMPAÑÍA DE AGUA (N.A.W.S.C.). EL DUEÑO DE LA SUBDIVISIÓN Y N.A.W.S.C. HAN FIRMADO UN CONTRATO POR EL CUAL LA SUBDIVISIÓN RECIBIRÁ SU PROVISIÓN DE AGUA POR LOS PRÓXIMOS 30 AÑOS. N.A.W.S.C. HA PRESENTADO DOCUMENTACIÓN PARA DEMOSTRAR A LARGO PLAZO LA CANTIDAD Y CALIDAD DE AGUA ACCESIBLE PARA SERVIR EL FUTURO DESARROLLO DE LA SUBDIVISIÓN.

EL SISTEMA DE PROVISIÓN DE AGUA PARA LA SUBDIVISIÓN BORDER TOWN ACRES PHASE I CONSISTE DE UN CONDUCTO DE 8 PULGADAS QUE CONECTA AL LADO NORTE Y SUR CON UN CONDUCTO DE AGUA EXISTENTE DE 8 PULGADAS DE DIÁMETRO PASANDO POR EL LADO ESTE DEL DERECHO DE VÍA (RIGHT OF WAY) DE LA CARRETERA BRUSHLINE ROAD, CUAL CONDUCTO DE 8 PULGADAS SIGUE DENTRO DE UNA CONSIDERACIÓN N.A.W.S.C. DE 15 PIES POR EL LADO ESTE DE LA CALLE BRUSHLINE ROAD APPROXIMAMENTE 1320 PIES. DEL CONDUCTO DE 8 PULGADAS SE EXTIENDEN TRES CONDUCTOS DE 8 PULGADAS HACIA AL ESTE DENTRO DE LAS TRES CALLES DE BORDER TOWN ACRES PHASE I.

DEL CONDUCTO DE AGUA DE 8 PULGADAS SE PRODUCEN TREINTA DOBLE–CONDUCTOS DE AGUA DE 1 PULGADA DE DIÁMETRO PARA CADA DOS LOTES. ESTOS CONDUCTOS SE SEPARAN PARA PRODUCIR DOS CONDUCTOS DE AGUA DE 3/4 DE PULGADA DE DIÁMETRO PARA CADA LOTE, Y TRECE CONDUCTOS INDIVIDUALES DE AGUA DE 3/4 DE PULGADA DE DIÁMETRO PARA UN LOTE Y SE HAN INSTALADO LOS CONDUCTOS DE AGUA DE 8 PULGADAS DE DIÁMETRO, LOS DOBLE–CONDUCTOS DE AGUA DE 1 PULGADA DE DIÁMETRO, EL CONDUCTO DE 3/4 DE PULGADA DE DIÁMETRO, Y LOS MEDIDORES MECÁNICOS DE AGUA A UN COSTO TOTAL DE $ 206,375.00 O $ 2,906.69 POR LOTE. EL DUEÑO DE LA SUBDIVISIÓN TAMBIÉN LE HA PAGADO A LA COMPAÑÍA N.A.W.S.C. $ 44,375.00, QUE CUBRE EL COSTO DEL MEDIDOR MECÁNICO DE AGUA PARA CADA LOTE $ 625.00. ESTE PRECIO INCLUYE EL COSTO DE LA INSTALACIÓN DE CADA MEDIDOR Y LOS GASTOS DE CONEXIÓN. CUANDO EL DUEÑO DE CADA LOTE SOLICITE UN MEDIDOR DE AGUA, LA COMPAÑÍA N.A.W.S.C. LO INSTALARA SIN ALGÚN GASTO AL DUEÑO. EL DUEÑO DE LA SUBDIVISIÓN TAMBIÉN HA INSTALADO NUEVE BOCAS DE RIEGO (FIRE HYDRANT) A UN COSTO DE $ 3,325 POR CADA UNO CUAL GASTA UNA CANTIDAD TOTAL $ 29,925. EL SISTEMA DE AGUA ESTARÁ EN FUNCIONAMIENTO COMPLETO ANTES O EN LA FECHA, EN LA CUAL LA SUBDIVISIÓN SEA REGISTRADA EN EL CONDADO DE HIDALGO.

DRENAJE: DESCRIPCIÓN, GASTOS Y FECHA DE INICIO PARA FACILITAR EL DRENAJE PARA LA SUBDIVISIÓN

SE INSTALARA UNA FOSA SÉPTICA EN CADA SOLAR DE BORDER TOWN ACRES PHASE I. ESTA FOSA SETICA CONSISTE DE UN TANQUE SÉPTICO DE MODELO DUAL Y DE UN CAMPO DE DRENAJE PARA EL SOLAR. EL INGENIERO AUTOR DE ESTE DOCUMENTO HA EVALUADO EL ÁREA DONDE SE ENCUENTRA LA SUBDIVISIÓN Y HA PREPARADO UN REPORTE QUE CONCLUYE QUE ESTE TERRENO ES ADECUADO PARA ESAS FOSAS SÉPTICAS (OSSF). EL REPORTE FUE APROBADO POR EL DEPARTAMENTO DE SALUBRIDAD DEL CONDADO DE HIDALGO (HIDALGO COUNTY HEALTH DEPARTMENT) SEGÚN EL REPORTE.

CADA LOTE EN LA SUBDIVISIÓN MIDE MEDIO ACRE. SE HICIERON SEIS EXCAVACIONES DE EVALUACIÓN EN LUGARES OPUESTOS EN LA SUBDIVISIÓN (EXCAVACIONES ADICIONALES NO FUERON NECESARIAS PORQUE EL TERRENO EN ESTA ÁREA ES SIGNIFICANTEMENTE UNIFORME). EL TERRENO ES UNIFORME (FRANCO ARCILLOSO) Y SE EXTIENDE A 30 PULGADAS BAJO TODAS LAS EXCAVACIONES PROPUESTAS. NO EXISTE EVIDENCIA DE AGUA 24 PULGADAS MAS ARRIBA DE LO MAS BAJO DE LAS EXCAVACIONES PROPUESTAS. EL AGUA EN ESTA ÁREA FLUYE BIEN.

EL COSTO TOTAL PARA LA INSTALACIÓN DE UN SISTEMA INDIVIDUAL DE FOSAS SÉPTICAS POR SOLAR SON $ 1,245.00 DÓLARES, INCLUYENDO EL COSTO DEL PERMISO REQUERIDO Y LICENCIA. EN ESTOS MOMENTOS TODAS LAS FOSA SÉPTICAS HAN SIDO INSTALADAS EN EL PROCESO DE LA APROBACIÓN FINAL. A UN COSTO TOTAL DE $ 88,395.00 EL DEPARTAMENTO DE SALUBRIDAD DEL CONDADO DE HIDALGO HA INSPECCIONADO TODOS LAS FOSAS SÉPTICAS Y AH APROBADO LA INSTALACIÓN DE LAS FOSAS SÉPTICAS DESDE (FECHA DE INSPECCIÓN).

CERTIFICACIÓN:

CON MI FIRMA, CERTIFICO QUE LOS SERVICIOS Y SISTEMAS DE AGUA Y DE DRENAJE, DESCRITOS EN ESTE DOCUMENTO CUMPLEN CON LAS MODEL SUBDIVISIÓN RULES (LAS REGLAS GOBERNANDO A LAS SUBDIVISIONES), ADOPTADAS EN LA SECCIÓN 16.343 DEL TEXAS WATER CODE (CÓDIGO DE AGUA DE TEXAS). CERTIFICO QUE LOS GASTOS PARA INSTALAR LOS SISTEMAS DE AGUA Y DE DRENAJE SON:

AGUA: EL SISTEMA/SERVICIO DE AGUA SERA INSTALADO Y COMPLETAMENTE CONSTRUIDO MENOS EL MEDIDOR MECÁNICO DE AGUA QUE COSTARA UN TOTAL DE $ 250,750.00 O $ 3,531.00 POR LOTE.

DRENAJE: SE ESTIMA QUE LA FOSA SÉPTICA COSTARA $ 1,245.00 A UN COSTO TOTAL DE $ 88,395.00 TODA LA SUBDIVISIÓN.

Fred L Kurth — 5-28-15
ENGINEER'S SIGNATURE — DATE

MAP OF WATER DISTRIBUTION SYSTEM
MAPA DE SISTEMA DE DISTRIBUCION DE AGUA

SUBDIVISION MAP OF

BORDER TOWN ACRES PHASE I

A RESUBDIVISION OF 45.491 ACRES
BEING ALL OF LOT 9, BLOCK 71, OUT OF ENGELMAN RE-SUBDIVISION
RECORDED IN VOLUME 6, PAGE 28 H.C.M.R., HIDALGO COUNTY, TEXAS

TYPICAL DETAILS OF SERVICE LINES AND WATER METER BOX

LEGEND:
- SET REBAR
- FOUND REBAR
- W — W — PROPOSED DUAL WATER SERVICE
- W — PROPOSED SINGLE WATER SERVICE
- SEPTIC — PROPOSED SEPTIC TANK

DETALLE TIPICO DE LINEAS DE SERVICIO Y MEDIDORES DE AGUA

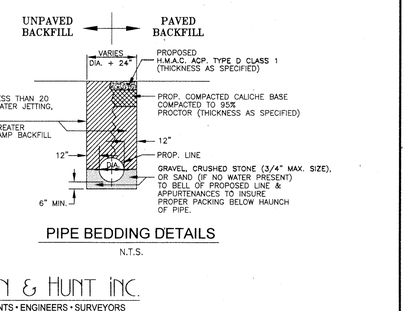
LEYENDA
- VARILLA ASENTADA
- VARILLA ENCONTRADO
- W — W — SERVICIO DOBLE DE AGUA PROPUESTO
- W — SERVICIO INDIVIDUAL DE AGUA PROPUESTO
- SEPTIC — TANQUE SEPTICO

COST ESTIMATE:

PAVING IMPROVEMENTS:	$ 484,622.88
DRAINAGE IMPROVEMENTS:	$ 140,765.50
WATER DISTRIBUTION:	$ 206,375.00
SEPTIC TANK SYSTEM	$ 88,395.00

ESTIMACION DE COSTOS:

PAVIMENTACION DE CALLES:	$ 484,622.88
DREAJE PLUVIAL:	$ 140,765.50
SERVICIO DE AGUA POTABLE:	$ 206,375.00
SERVICIO DE DRENAJE SANITARIO	$ 88,395.00



PIPE BEDDING DETAILS

N.T.S.

MELDEN & HUNT, INC.
TEXAS REGISTERED. F-1435
MELDEN & HUNT INC.
CONSULTANTS • ENGINEERS • SURVEYORS
115 W. McINTYRE — OFF: (956) 381-0981
EDINBURG, TX. 78541 — FAX: (956) 381-1839
227 N. F.M. 3167 — OFF: (956) 487-8256
RIO GRANDE CITY, TX. 78582 — FAX: (956) 488-8591
E-MAIL: www.meldenandhunt.com — ESTABLISHED 1947

P:\Land Development\Residential\Hidalgo County\13136 – Border Town Acres Phase I\13136.00 – Plat Dev–Report–General\AutoCad Files\DWG\Revised Gas Easement Border Town Subd–Phase I–WITH REVISIONS.dwg, 5/28/2015 2:47:35 PM, Revit2

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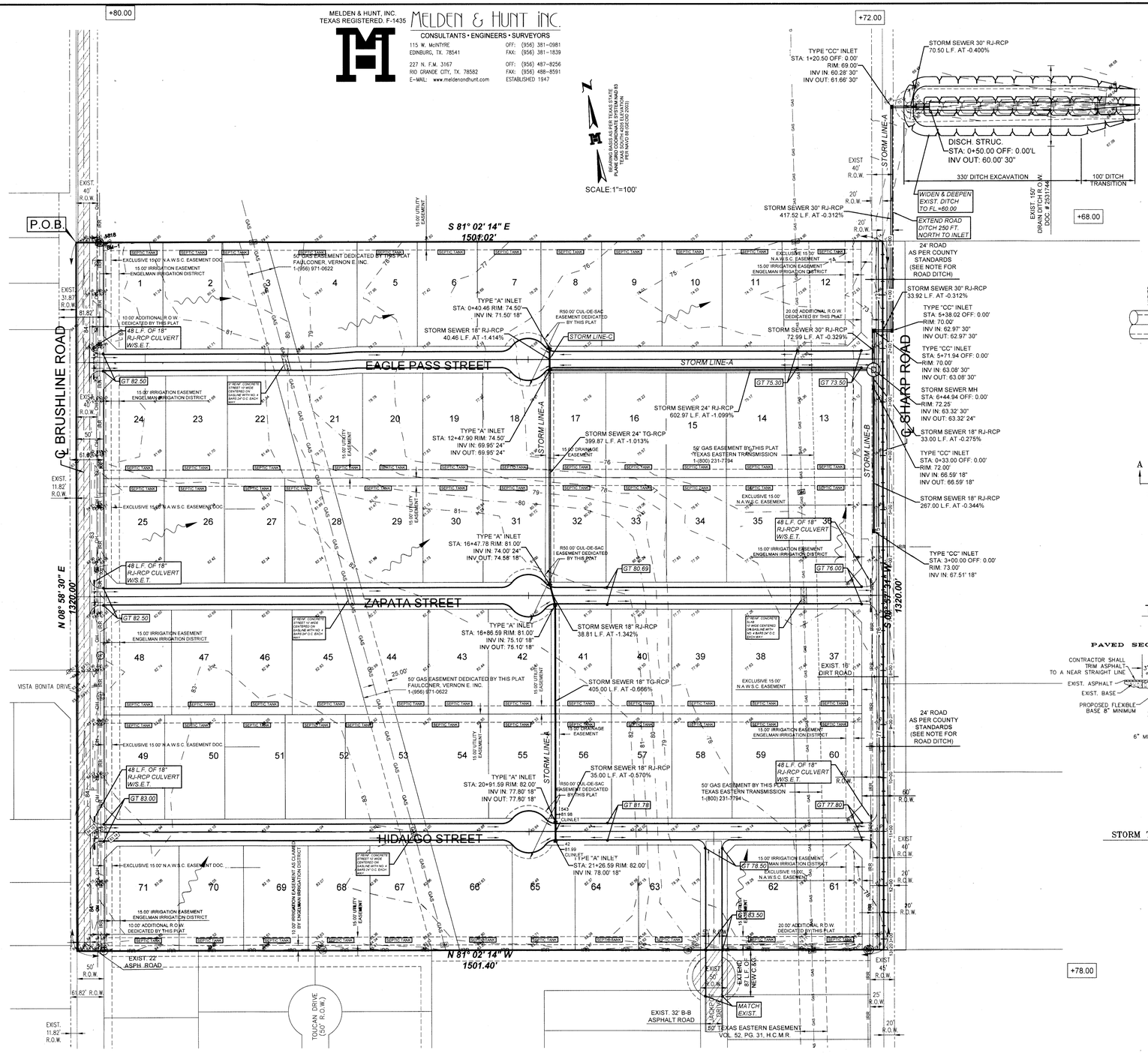
MAP OF TOPOGRAPHY AND DRAINAGE:
MAPA DE TOPOGRAFIA Y DESAGUE:

SUBDIVISION MAP OF

BORDER TOWN ACRES PHASE I

A RESUBDIVISION OF 45.491 ACRES
BEING ALL OF LOT 9, BLOCK 71, OUT OF ENGELMAN RE-SUBDIVISION
RECORDED IN VOLUME 6, PAGE 28 H.C.M.R., HIDALGO COUNTY, TEXAS


+80.00
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+83.00
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+84.00
+78.00
P.O.B.
S 81° 02' 14" E
1501.02'
N 08° 58' 30" E
1320.00'
S 80° 59' 31" W
1320.00'
N 81° 02' 14" W
1501.40'
C BRUSHLINE ROAD
C SHARP ROAD
EAGLE PASS STREET
ZAPATA STREET
HIDALGO STREET
VISTA BONITA DRIVE
TOUCAN DRIVE (50' R.O.W.)
EXIST. 22' ASPH. ROAD
EXIST. 32' B-B ASPHALT ROAD
EXIST. 18' DIRT ROAD
STORM LINE-A
STORM LINE-B
STORM LINE-C
TYPE "CC" INLET STA: 1+20.50 OFF: 0.00' RIM: 69.00 INV IN: 60.28' 30" INV OUT: 61.66' 30"
STORM SEWER 30" RJ-RCP 70.50 L.F. AT -0.400%
DISCH. STRUC. STA: 0+50.00 OFF: 0.00'L INV OUT: 60.00' 30"
330' DITCH EXCAVATION
100' DITCH TRANSITION
WIDEN & DEEPEN EXIST. DITCH TO FL=60.00
EXTEND ROAD DITCH 250 FT. NORTH TO INLET
EXIST. 150' DRAIN DITCH R.O.W. DOC. # 2931744
STORM SEWER 30" RJ-RCP 417.52 L.F. AT -0.312%
24' ROAD AS PER COUNTY STANDARDS (SEE NOTE FOR ROAD DITCH)
STORM SEWER 30" RJ-RCP 33.92 L.F. AT -0.312%
TYPE "CC" INLET STA: 0+38.02 OFF: 0.00' RIM: 70.00' INV IN: 62.97' 30" INV OUT: 62.97' 30"
TYPE "CC" INLET STA: 5+71.94 OFF: 0.00' RIM: 70.00' INV IN: 63.08' 30" INV OUT: 63.08' 30"
STORM SEWER MH STA: 6+44.94 OFF: 0.00' RIM: 72.25' INV IN: 63.32' 30" INV OUT: 63.32' 24"
STORM SEWER 18" RJ-RCP 33.00 L.F. AT -0.275%
TYPE "CC" INLET STA: 0+33.00 OFF: 0.00' RIM: 72.00' INV IN: 66.59' 18" INV OUT: 66.59' 18"
STORM SEWER 18" RJ-RCP 267.00 L.F. AT -0.344%
TYPE "CC" INLET STA: 3+00.00 OFF: 0.00' RIM: 73.00' INV IN: 67.51' 18"
TYPE "A" INLET STA: 0+40.46 RIM: 74.50' INV IN: 71.50' 18"
STORM SEWER 18" RJ-RCP 40.46 L.F. AT -1.414%
STORM SEWER 30" RJ-RCP 72.99 L.F. AT -0.329%
TYPE "A" INLET STA: 12+47.90 RIM: 74.50' INV IN: 69.95' 24" INV OUT: 69.95' 24"
STORM SEWER 24" RJ-RCP 602.97 L.F. AT -1.099%
STORM SEWER 24" TG-RCP 399.87 L.F. AT -1.013%
TYPE "A" INLET STA: 16+47.78 RIM: 81.00' INV IN: 74.00' 24" INV OUT: 74.58' 18"
TYPE "A" INLET STA: 16+86.59 RIM: 81.00' INV IN: 75.10' 18" INV OUT: 75.10' 18"
STORM SEWER 18" RJ-RCP 38.81 L.F. AT -1.342%
STORM SEWER 18" TG-RCP 405.00 L.F. AT -0.666%
TYPE "A" INLET STA: 20+91.59 RIM: 82.00' INV IN: 77.80' 18" INV OUT: 77.80' 18"
STORM SEWER 18" RJ-RCP 35.00 L.F. AT -0.570%
TYPE "A" INLET STA: 21+26.59 RIM: 82.00' INV IN: 78.00' 18"
48 L.F. OF 18" RJ-RCP CULVERT W/S.E.T.
50' GAS EASEMENT DEDICATED BY THIS PLAT FAULCONER, VERNON E. INC. 1-(956) 971-0622
50' GAS EASEMENT BY THIS PLAT TEXAS EASTERN TRANSMISSION 1-(800) 231-7794
50' TEXAS EASTERN EASEMENT VOL. 52, PG. 31, H.C.M.R.
EXCLUSIVE 15.00' N.A.W.S.C. EASEMENT DOC
15.00' IRRIGATION EASEMENT ENGELMAN IRRIGATION DISTRICT
10.00' ADDITIONAL R.O.W. DEDICATED BY THIS PLAT
20.00' ADDITIONAL R.O.W. DEDICATED BY THIS PLAT
R50.00' CUL-DE-SAC EASEMENT DEDICATED BY THIS PLAT
15.00' UTILITY EASEMENT
15.00' DRAINAGE EASEMENT
10.00' IRRIGATION EASEMENT AS CLAIMED BY ENGELMAN IRRIGATION DISTRICT
4" REINF. CONCRETE STREET 10' WIDE CENTERED ON GASOLINE WITH NO. 4 BARS 24" O.C. EACH WAY
EXIST. 40' R.O.W.
EXIST. 31.87' R.O.W.
EXIST. 61.82' R.O.W.
EXIST. 11.82' R.O.W.
EXIST. 45' R.O.W.
EXIST. 50' R.O.W.
60' R.O.W.
20' R.O.W.
25' R.O.W.
GT 82.50
GT 75.30
GT 73.50
GT 80.69
GT 76.00
GT 83.00
GT 81.78
GT 77.80
GT 78.50
GT 83.50
EXIST. 1543 ELEV. 81.88 C.L.I.N.L.E.T.
TYP. 4 PLACES
TYP. 2 PLACES
TYP. 3 PLACES
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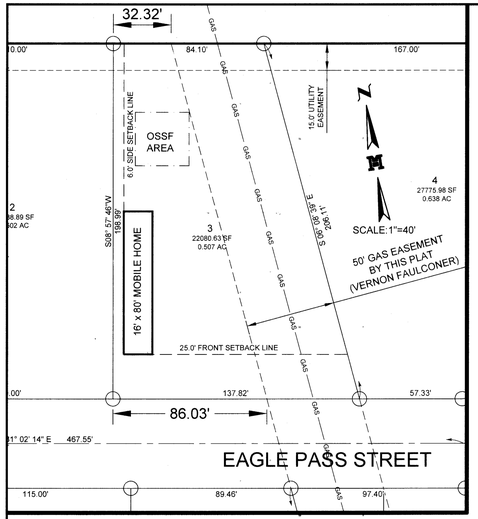
TYP. 67 PLACES
TYP. 68 PLACES
TYP. 69 PLACES
TYP. 70 PLACES
TYP. 71 PLACES
EXIST. 15' UTILITY EASEMENT
EXIST. 50' UTILITY EASEMENT
EXIST. 15' IRRIGATION EASEMENT
EXIST. 20' IRRIGATION EASEMENT
EXIST. 50' R.O.W.
EXIST. 45' R.O.W.
EXIST. 20' R.O.W.
EXIST. 25' R.O.W.
EXIST. 60' R.O.W.
EXIST. 20' R.O.W.

MAP OF GAS EASEMENT WITHIN LOTS
MAPA DE CONCISION DE GAS ENTRE LOTES

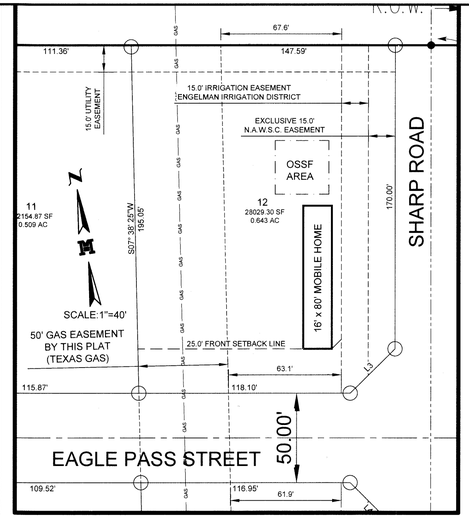
SUBDIVISION MAP OF

BORDER TOWN ACRES PHASE I

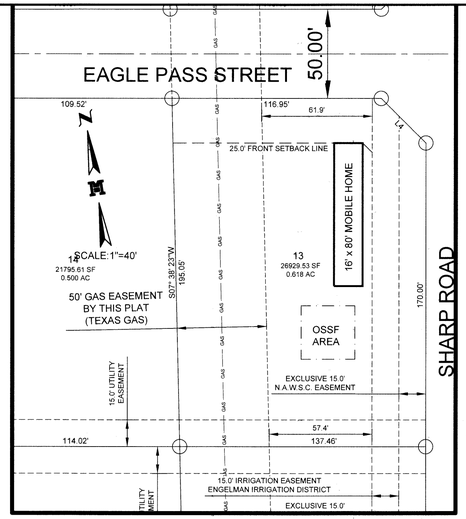
A RESUBDIVISION OF 45.491 ACRES
BEING ALL OF LOT 9, BLOCK 71, OUT OF ENGELMAN RE-SUBDIVISION
RECORDED IN VOLUME 6, PAGE 28 H.C.M.R., HIDALGO COUNTY, TEXAS



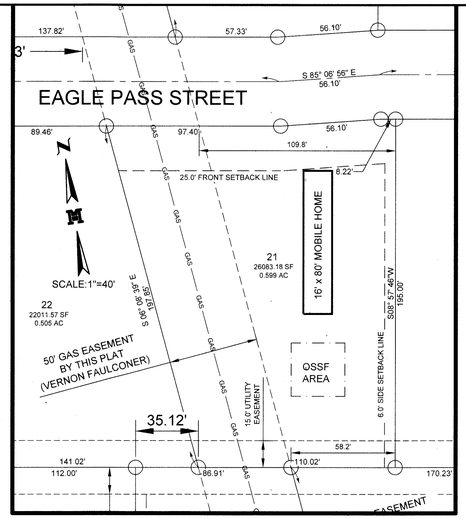
LOT 3



LOT 12



LOT 13



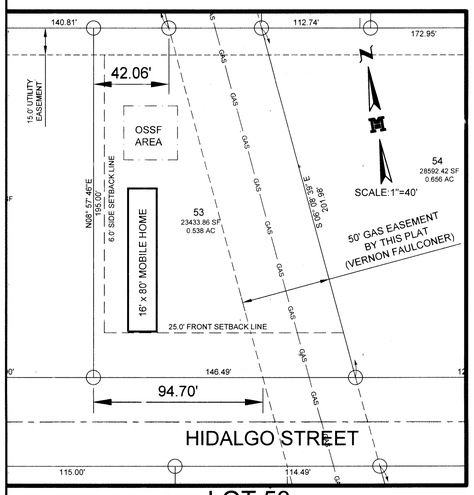
LOT 21

LOT 28

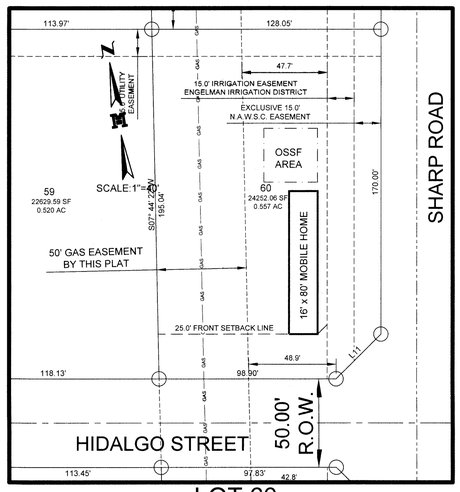
LOT 36

LOT 37

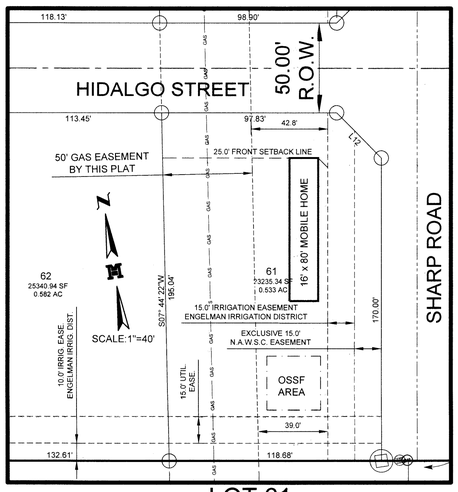
LOT 44



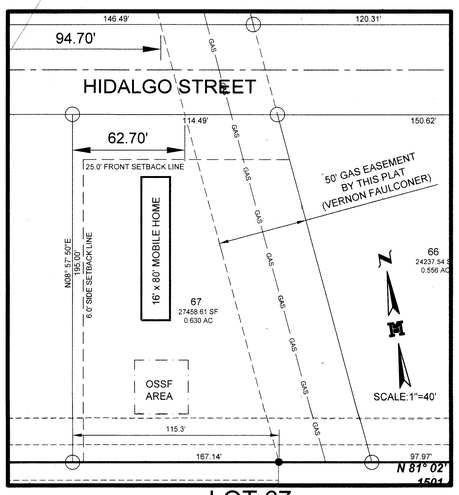
LOT 53



LOT 60



LOT 61



LOT 67

MELDEN & HUNT, INC.
TEXAS REGISTERED F-1435
MELDEN & HUNT INC.
CONSULTANTS • ENGINEERS • SURVEYORS
115 W. McINTYRE — OFF: (956) 381-0981
EDINBURG, TX. 78541 — FAX: (956) 381-1839
227 N. FM. 3167 — OFF: (956) 487-8256
RIO GRANDE CITY, TX. 78582 — FAX: (956) 488-8091

Y:\Land Development\Residential\Hidalgo County\13136 - Border Town Acres Phase I\13136.00 - Plat Dev-Report-General\Autocad Files\DWG\Revised Gas Easement Border Town Subd-Phase I-WITH RELINES.dwg 5/28/2015 2:49:04 PM Reyes2

HIDALGO COUNTY
PLANNING DEPARTMENT

1304 SOUTH 25TH STREET
EDINBURG TEXAS 78539
Tel. 956-318-2840 Fax. 956-318-2844

T.J. Arredondo, CFM
Director of Planning

HIDALGO COUNTY COMMISSIONERS COURT MEETING

DATE: 06-23-2015

PROPOSED **SAN PABLO NO. 2** SUBDIVISION, PRECINCT No. **4** .

ENGINEER FIRM: **QUINTANILLA, HEADLEY & ASSOC.** DEVELOPER: **TILLMIN WELCH**

☐ PRELIMINARY APPROVAL ☒ FINAL APPROVAL ☐ FINAL APPROVAL WITH FINANCIAL GUARANTEE ☐ WITH VARIANCE

NUMBER OF LOTS: **55** ☒*SINGLE FAMILY ___ ☐*MULTI-FAMILY ___ ☐COMMERCIAL ___ ☐INSTITUTIONAL

LOCATION DESCRIPTION: **South side of Alberta Road approximate 1200 feet West of Val Verde Road.**

SUBDIVISION LIES WITHIN THE: ☒ *The rural area of the County.*

DRAINAGE REPORT WAS APPROVED BY HCDD#1: ON **10-24-14** PROPERTY LIES WITHIN FLOOD ZONE: **"C"** AS PER FEMA.

DRAINAGE DESIGN: **Drainage will be provided by storm drainage pipe system discharging into the existing Donna Irrigation Drain Ditch West of the proposed Subdivision. Detention will be provided by widening the drain ditch.**

ROAD R.O.W. DEDICATION: **No additional Right of Way is required.**

H.C.R.O.W. FINAL APPROVAL DATE: **06-04-15** By, **Jose Ochoa** PCT. 4 R.O.W. AGENT

H.C.H.D. FINAL APPROVAL DATE: **6-10-15** By, **Elizardo Ramos, Environmental Health Division Manager.**

SEWER SYSTEM: ☒ OSSF & SOIL ANALYSIS WERE CONDUCTED BY: **Jose Angel Gonzalez**
☒ OSSF HAVE BEEN INSTALLED AND INSPECTED BY HCHD

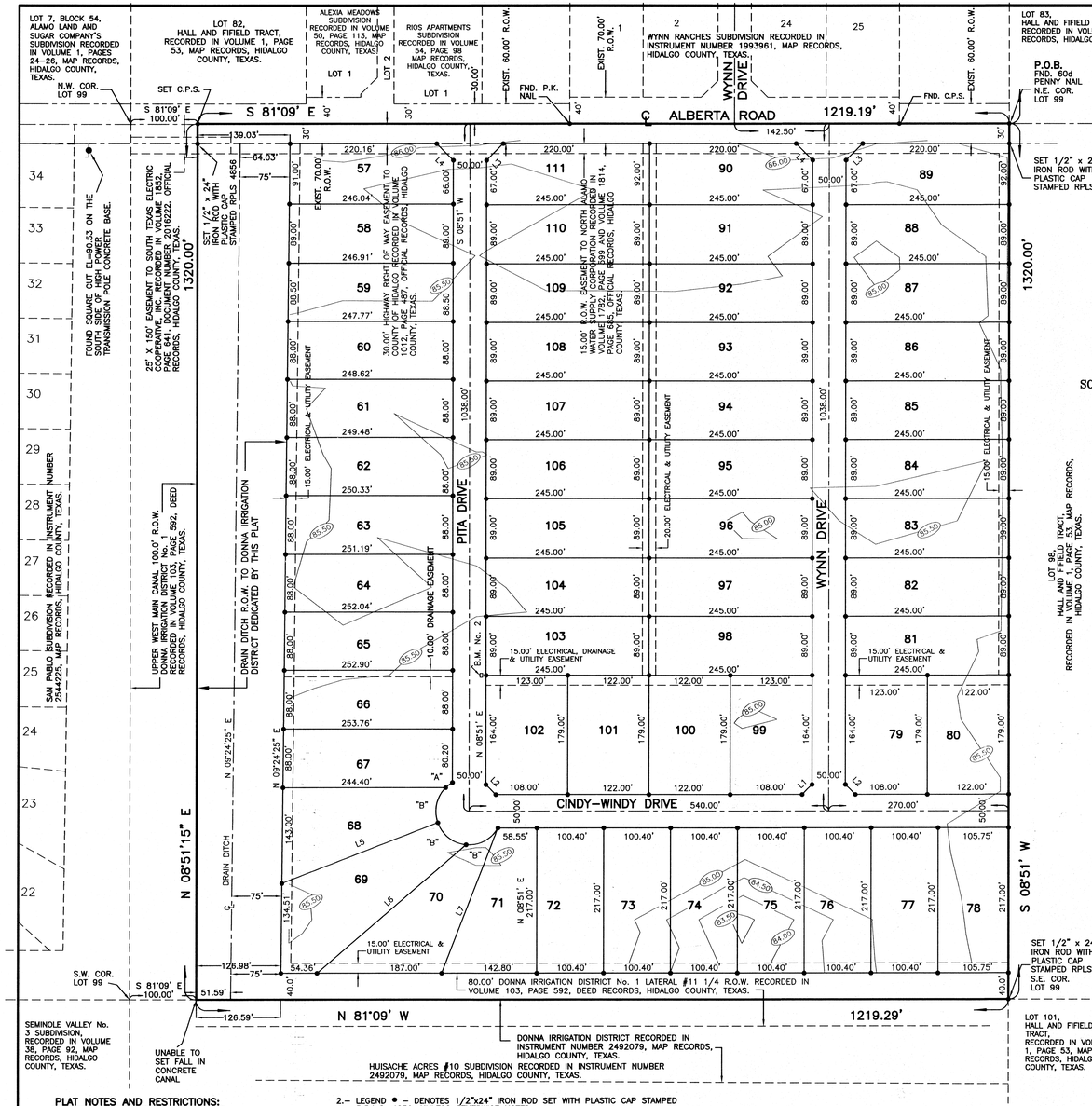
WATER SERVICE PROVIDER: **NAWSC** LINE SIZE: **8"** LOCATION: **South of Alberta Road**

H.C.O.E.C. FINAL APPROVAL DATE: **10-31-14** : By **Martin Ramirez, Environmental Compliance Coordinator**
☒ **LARGE CONSTRUCTION**
The applicant has submitted the required NOI as per Part II, Section E of the TPDES General Permit for Construction Activities (TXR150000) along with a copy of the Erosion Control Plan for the proposed project.

PRILIMINARY APPROVAL FROM THE HIDALGO COUNTY COMMISSIONERS COURT ON: **12-02-2014**

STAFF RECOMMENDS:
☐ **Preliminary Approval** *subject comments and future recommendations by planning and other departments*
☒ **Final Approval** *subject to recommendations other departments*

* *This subdivision plat has been reviewed and complies with the Hidalgo County Subdivision Rules, Texas Water Development Board Model Subdivision Rules and The Texas Local Government Code.*



AREA DATA TABLE

LOT	AREA (S.F.)	AC.
57	22037.06	0.506
58	21936.23	0.504
59	21889.34	0.503
60	21841.16	0.501
61	21916.43	0.503
62	21991.71	0.505
63	22066.99	0.507
64	22142.26	0.508
65	22217.54	0.510
66	22292.81	0.512
67	22324.71	0.513
68	22791.08	0.523
69	29269.27	0.672
70	21817.66	0.501
71	21846.56	0.501
72-77	21786.80	0.500
78	22947.75	0.527
79	21904.50	0.503
80	21838.00	0.501
81-88	21805.00	0.501
89-90	22227.50	0.510
91-98	21805.00	0.501
99	21904.50	0.503
100-101	21838.00	0.501
102	21904.50	0.503
103-110	21805.00	0.501
111	22227.50	0.510

LINE DATA TABLE

DATA	BEARING	LENGTH
L1	S 53°51' W	21.21'
L2	N 36°09' W	21.21'
L3	N 53°51' E	35.36'
L4	S 36°09' E	35.36'
L5	S 77°41'56" W	250.87'
L6	N 58°09'35" E	294.79'
L7	S 30°04'10" W	232.78'

CURVE DATA CHART

CURVE	DELTA	RADIUS	LENGTH	CHORD
"A"	14°45'54"	50.00'	12.88'	12.85'
"B"	65°04'42"	50.00'	56.79'	53.79'

INDEX OF SHEETS

SHEET 1.– HEADING INDEX: LOCATION MAP AND ETJ; PRINCIPAL CONTACTS: MAP; LOT, STREETS, AND EASEMENT LAYOUT: DESCRIPTION (METES AND BOUNDS); ENGINEER'S & SURVEYOR'S CERTIFICATION: NOTES AND RESTRICTIONS: OWNER'S DEDICATION, CERTIFICATION, PLAT ATTESTATION: COUNTY CLERK'S RECORDING CERTIFICATE: REVISION NOTES, HCDD NO. 1 CERTIFICATION, NORTH ALAMO WSC STATEMENT, HIDALGO COUNTY HEALTH DELPARTMENT DONNA IRRIGATION DISTRICT CERTIFICATE AND COUNTY JUDGE'S CERTIFICATION, REVISION NOTES.

SHEET 2.– ENGINEERING REPORT, INCLUDING DESCRIPTION OF WATER AND WASTE WATER AND ENGINEER'S CERTIFICATION (ENGLISH AND SPANISH VERSION) SUBDIVIDER CERTIFICATE & STATEMENT, REVISION NOTES.

SHEET 3.– DRAINAGE REPORT INCLUDING DESCRIPTION OF DRAINAGE AND DRAINAGE SWALES, MAP OF TOPOGRAPHY AND DRAINAGE, AND ENGINEERING CERTIFICATION, CONSTRUCTION DETAILS, REVISION NOTES.

SUBDIVISION PLAT OF:

SAN PABLO SUBDIVISION No. 2

A 36.97 ACRE TRACT OF LAND OUT OF LOT 99, HALL–FIFIELD SUBDIVISION, HIDALGO COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN VOLUME 1, PAGE 53, MAP RECORDS, HIDALGO COUNTY, TEXAS, AND ACCORDING TO ASSUMPTION WARRANTY DEED RECORDED UNDER COUNTY CLERK'S INSTRUMENT NUMBER 2574026, OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS.

METES AND BOUNDS

A 36.97 ACRE TRACT OF LAND OUT OF LOT 99, HALL–FIFIELD SUBDIVISION, HIDALGO COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN VOLUME 1, PAGE 53, MAP RECORDS, HIDALGO COUNTY, TEXAS, AND ACCORDING TO ASSUMPTION WARRANTY DEED RECORDED UNDER COUNTY CLERK'S INSTRUMENT NUMBER 2574026, 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 60D NAIL FOUND IN THE CENTERLINE OF ALBERTA ROAD FOR THE NORTHEAST CORNER OF LOT 99 AND THE NORTHEAST CORNER OF THIS TRACT.

THENCE; S 08°51' W, ALONG THE EAST LINE OF LOT 99, PASSING A 1/2" IRON ROD WITH CAP STAMPED RPLS 4856 SET AT 30.00 FEET FOR THE SOUTH RIGHT OF WAY LINE OF ALBERTA ROAD, A TOTAL DISTANCE OF 1,320.00 FEET TO A 1/2" IRON ROD WITH CAP STAMPED RPLS 4856 SET FOR THE SOUTHEAST CORNER OF LOT 99 AND THE SOUTHEAST CORNER OF THIS TRACT.

THENCE; N 81°09' W, ALONG THE SOUTH LINE OF LOT 99, A DISTANCE OF 1,219.29 FEET TO A POINT ON THE EAST LINE OF THE DONNA IRRIGATION DISTRICT No.1 100.00 FOOT UPPER WEST MAIN CANAL RIGHT OF WAY FOR THE SOUTHWEST CORNER OF THIS TRACT.

THENCE; N 08°51'15" E, ALONG THE EAST LINE OF SAID DONNA IRRIGATION DISTRICT No.1 100.00 FOOT UPPER WEST MAIN CANAL RIGHT OF WAY, PASSING A 1/2" IRON ROD WITH CAP STAMPED RPLS 4856 SET AT 1,290.00 FEET FOR THE SOUTH RIGHT OF WAY LINE OF ALBERTA ROAD, A TOTAL DISTANCE OF 1,320.00 FEET TO A COTTON PICKER SPINDLE SET ON THE NORTH LINE OF LOT 99 AND IN THE CENTERLINE OF ALBERTA ROAD FOR THE NORTHWEST CORNER OF THIS TRACT.

THENCE; S 81°09' E, ALONG THE NORTH LINE OF LOT 99 AND THE CENTERLINE OF ALBERTA ROAD, A DISTANCE OF 1,219.19 FEET TO THE POINT OF BEGINNING AND CONTAINING 36.97 ACRES OF LAND MORE OR LESS.

BEARINGS ARE IN ACCORDANCE WITH WYNN RANCHES SUBDIVISION, RECORDED IN INSTRUMENT NUMBER 1993961, MAP RECORDS, HIDALGO COUNTY, TEXAS.

STATE OF TEXAS
COUNTY OF HIDALGO

I, THE UNDERSIGNED, A REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF TEXAS, DO HEREBY CERTIFY THAT THIS PLAT IS TRUE AND CORRECT, AND WAS MADE AND PREPARED FROM AN ACTUAL SURVEY OF THE PROPERTY DONE ON THE GROUND UNDER MY SUPERVISION.

STATE OF TEXAS — ALFONSO QUINTANILLA — 4856 — PROFESSIONAL LAND SURVEYOR

ALFONSO QUINTANILLA
R.P.L.S. No. 4856

SEPTEMBER 4, 2014
DATE

RIGHT OF WAY EASEMENT

KNOW ALL MEN BY THESE PRESENTS, that the undersigned, owners of the property shown on this plat, their successors, assigns, and transferees (hereinafter called "Grantor" whether one or more persons are named), in consideration of one dollar ($1.00) and other good and valuable consideration paid by North Alamo Water Supply Corporation, (hereinafter called "Grantee"), the receipt and sufficiency of which is hereby acknowledged, does hereby grant, bargain, sell, transfer, and convey to said Grantee, its successors, and assigns, an exclusive perpetual easement with the right to erect, construct, install and thereafter use, operate, inspect, repair maintain, replace, and remove water distribution lines and appurtenances over and across the lands shown on this plat, together with the right of ingress and egress over Grantor's adjacent lands of the purpose for which the above mentioned rights are granted, The easement hereby granted shall not exceed 15' in width, and Grantee is hereby authorized to designate the course of the easement herein conveyed except that when the pipeline(s) is installed, the easement herein granted shall be limited to a strip of land 15' in width, the center line thereof being the pipeline installed.

In the event the easement hereby granted abuts on a public road and the city, county or state hereafter widens or relocates the public road so as to require the relocation of this water line as installed, Grantor further grants to Grantee an additional easement over and across the land shown on this plat for the purpose of laterally relocate said water line as may be necessary to clear the road improvements, which easement hereby granted shall be limited to a strip of land 15' in width, the center line thereof being the pipeline as relocated.

The consideration recited herein shall constitute payment in full for all damages sustained by Grantor by reason of the installation, maintenance, repair, replacement and relocation of the structures referred to herein, Thus agreement together with other provisions of this grant shall constitute an easement for the benefit of the Grantee, its successors, and assigns. The Grantor covenants that it is the owner of the above–described lands and that said lands are free and clear of all encumbrances and liens except the following:

The easement conveyed herein was obtained or improved through Federal financial assistance. This easement is subject to the provisions of Title VI of the Civil Rights Act of 1964 and the regulations issued pursuant thereto for so long as the easement continues to be used for the same or similar purpose for which financial assistance was extended or for so long as the Grantee owns it, whichever is longer.

IN WITNESS WHEREOF the said Grantor executed this instrument this____ day of _____ 20___.

TILLMIN WELCH, PRESIDENT
BUENA TIERRA DEVELOPMENT, INC.
3714 S. EXPRESSWAY 281
EDINBURG TX, 78539

STATE OF TEXAS
COUNTY OF HIDALGO
OWNER'S DEDICATION, CERTIFICATION, AND ATTESTATION

I, TILLMIN WELCH, PRESIDENT OF BUENA TIERRA DEVELOPMENT, INC, AS OWNER OF THE 36.97 ACRE TRACT OF LAND ENCOMPASSED WITHIN THE PROPOSED SAN PABLO SUBDIVISION No. 2, HEREBY SUBDIVIDE THE LAND AS DEPICTED IN THIS SUBDIVISION PLAT AND DEDICATE TO PUBLIC USE THE STREET, PARK, AND EASEMENTS SHOWN HEREIN.

I CERTIFY THAT I HAVE COMPLIED WITH THE REQUIREMENTS OF TEXAS LOCAL GOVERNMENT CODE §232.032 AND THAT:

(A) THE WATER QUALITY AND CONNECTIONS TO THE LOTS MEET, OR WILL MEET, THE MINIMUM STATE STANDARDS;
(B) SEWER CONNECTIONS TO THE LOTS OR SEPTIC TANKS MEET, OR WILL MEET, THE MINIMUM REQUIREMENTS OF STATE STANDARDS;
(C) ELECTRICAL CONNECTIONS PROVIDED TO THE LOTS MEET, OR WILL MEET, THE MINIMUM STATE STANDARDS; AND
(D) GAS CONNECTIONS, IF AVAILABLE, PROVIDED TO THE THE LOTS MEET, OR WILL MEET, THE MINIMUM STATE STANDARDS.

I ATTEST THAT THE MATTERS ASSERTED IN THIS PLAT ARE TRUE AND COMPLETE.

_____ DATE

TILLMIN WELCH, PRESIDENT
BUENA TIERRA DEVELOPMENT, INC.
3714 S. EXPRESSWAY 281
EDINBURG TX, 78539

STATE OF TEXAS
COUNTY OF HIDALGO

BEFORE ME, the undersigned notary public, on this day personally appeared TILLMIN WELCH, PRESIDENT OF BUENA TIERRA DEVELOPMENT, INC.
proved to me through his Texas Department of Public Safety Driver License to be the person whose name is subscribed to the foregoing instrument, who, being by me first duly sworn, declared that the statements therein are true and correct and acknowledged that he executed the same for the purposed and consideration thereby expressed.

Given under my hand and seal of office this _____ day of _____, 20___.

NEYDA S. RAMIREZ — Notary Public, State of Texas — My Commission Expires March 17, 2017

_____
NEYDA S. RAMIREZ – NOTARY PUBLIC

HIDALGO COUNTY
CERTIFICATE OF PLAT APPROVAL
UNDER LOCAL GOVERNMENT CODE § 232.028(a)

WE THE UNDERSIGNED CERTIFY that this plat of the SAN PABLO SUBDIVISION No. 2 was reviewed and approved by the Hidalgo County Commissioners Court on _____ , _____.

_____ date
Hidalgo County Judge

ATTEST: _____ date
Hidalgo County Clerk

THIS PLAT APPROVED BY DONNA IRRIGATION DISTRICT ON THIS 22nd DAY OF May, 2015.

SECRETARY — PRESIDENT

NOTE:
HIDALGO COUNTY DRAINAGE DISTRICT NO. 1 HEREBY CERTIFIES THAT THE DRAINAGE PLANS FOR THIS SUBDIVISION COMPLY WITH THE MINIMUM STANDARDS OF THE DISTRICT ADOPTED UNDER TEXAS WATER CODE NO. 49.211(c). THE DISTRICT HAS NOT REVIEWED AND DOES NOT CERTIFY THAT THE DRAINAGE STRUCTURES DESCRIBED ARE APPROPRIATE FOR THE SPECIFIC SUBDIVISION, BASED ON GENERALLY ACCEPTED ENGINEERING CRITERIA. IT IS THE RESPONSIBILITY OF THE DEVELOPER OF THE SUBDIVISION AND ITS ENGINEER TO MAKE THESE DETERMINATIONS.

HIDALGO COUNTY DRAINAGE DISTRICT NO. 1

_____
BY:_____

STATE OF TEXAS
COUNTY OF HIDALGO

I, THE UNDERSIGNED, A LICENSED PROFESSIONAL ENGINEER IN THE STATE OF TEXAS, DO HEREBY CERTIFY THAT THE PROPER ENGINEERING CONSIDERATIONS HAVE BEEN GIVEN TO THIS PLAT.

STATE OF TEXAS — ALFONSO QUINTANILLA — 95534 — LICENSED PROFESSIONAL ENGINEER

ALFONSO QUINTANILLA
P.E. No. 95534

P.E. 5-18-15
DATE

PLAT NOTES AND RESTRICTIONS:

1.– FLOOD ZONE DESIGNATION: ZONE " C "
AREAS OF MINIMAL FLOODING. (NO SHADING) COMMUNITY–PANEL NUMBER 480334 0425 C EFFECTIVE DATE: NOVEMBER 16, 1982
CONSTRUCTION OF RESIDENTIAL HOUSING WITHIN ANY AREA OF THE SUBDIVISION THAT IS IN THE 100–YEAR FLOOD PLAIN IS PROHIBITED UNLESS THE HOUSING QUALIFIES FOR INSURANCE UNDER THE NATIONAL FLOOD INSURANCE ACT OF 1968 (42 U.S.C. SECTIONS 4001 THROUGH 4127).

2.– LEGEND ● – DENOTES 1/2"x24" IRON ROD SET WITH PLASTIC CAP STAMPED R.P.L.S. 4856, UNLESS OTHERWISE NOTED.

3.– GENERAL NOTE FOR SINGLE FAMILY RESIDENCES:
NO MORE THAN ONE FAMILY DETACHED DWELLING SHALL BE LOCATED ON EACH LOT. THIS MUST BE STIPULATED ON ALL DEEDS AND CONTRACT FOR DEEDS. APPLICATIONS FOR CONSTRUCTION ARE REQUIRED PRIOR TO OCCUPYING THE LOT.

4.– MINIMUM FINISH FLOOR NOTE:
MINIMUM FINISH FLOOR ELEVATION SHALL BE 18" ABOVE TOP OF CURB STREET OR 18" ABOVE NATURAL GROUND, WHICHEVER IS GREATER. ELEVATION CERTIFICATE MAY BE REQUIRED FOR LOTS LOCATED OUTSIDE A DESIGNATED FLOOD ZONE AT THE TIME FOR APPLICATION FOR CONSTRUCTION TO VERIFY PRE AND POST CONSTRUCTION FINISH FLOOR ELEVATIONS. AN ELEVATION CERTIFICATE SHALL BE REQUIRED FOR ALL LOTS WITHIN A DESIGNATED FLOOD ZONE AT THE TIME FOR A DEVELOPMENT PERMIT APPLICATION.

5.– MINIMUM BUILDING SETBACK LINES:
FRONT..... 25.00'
REAR..... 15.00'
SIDE..... 6.00'
CORNER SIDE..... 10.00
CORNER SIDE, WHERE ROW IS GREATER THAN 50.0 FEET..... 20.00'
FRONT CUL–DE–SAC..... 15.00'
OR TO EASEMENT LINE WHICHEVER IS GREATER IN ALL CASES

6.– NO COMMERCIAL USE SHALL BE ALLOWED ON ANY LOTS.

7.– DRAINAGE:
IN ACCORDANCE WITH THE HIDALGO COUNTY DRAINAGE DISTRICT No. 1 AND HIDALGO COUNTY REQUIREMENTS, THIS DEVELOPMENT WILL BE REQUIRED TO DETAIN A TOTAL OF 60,960.87 CUBIC –FEET 1.47 ACRE FEET) OF STORM WATER RUNOFF. DRAINAGE RETENTION IN ACCORDANCE WITH THE LOCAL REQUIREMENTS WILL BE ACCOMPLISHED AS FOLLOWS:
SEE DRAINAGE REPORT ON SHEET No.3.

8.– NO STRUCTURE SHALL BE PERMITTED OVER ANY EASEMENT.
EASEMENTS SHALL BE KEPT CLEAR OF FENCES, BUILDINGS, SHEDS, SHRUBS TREES, AND OTHER PLANTINGS (EXCEPT LOW, LESS THAN 18 INCHES MATURE HEIGHT, GROUND COVER, GRASS, OR FLOWERS) AND OTHER OBSTRUCTIONS THAT WOULD INTERFERE WITH THE OPERATIONS AND MAINTENANCE OF THE EASEMENT.

9.– BENCHMARK NOTE:
THE FOLLOWING BENCHMARK IS IDENTIFIED ON THE FACE OF THE PLAT AND ON THE ATTACHED ENGINEERING PLANS.
B.M. No.1: ELEV. =90.53 SQUARE CUT FOUND AT SOUTH SIDE OF HIGH POWER TRANSMISSION POLE CONCRETE BASE LOCATED 39.33 FEET SOUTH AND 63 FEET WEST FROM NORTHWEST CORNER OF THIS SUBDIVISION. N.A.V.D. 88 DATUM.
B.M. No.2– ELEVATION=84.00 TOP OF INLET LOCATED AT THE SOUTHWEST CORNER OF LOT 103 OF THIS SUBDIVISION. N.A.V.D. 88 DATUM.

10.– EACH PURCHASED CONTRACT MADE BETWEEN A SUBDIVIDER AND PURCHASER OF A LOT IN THIS SUBDIVISION SHALL CONTAIN A STATEMENT DESCRIBING HOW AND WHEN WATER, SEWER, ELECTRICITY AND GAS SERVICES WILL BE MADE AVAILABLE TO THE SUBDIVISION.

11.– ALL PUBLIC UTILITIES EASEMENTS DEDICATED BY THIS PLAT SHALL BE A MINIMUM WIDTH OF 15.00 FEET AS PER THE HIDALGO COUNTY MODEL SUBDIVISION RULES. BY SIGNING THIS PLAT DEVELOPER AND ENGINEER CERTIFY THAT ALL OTHER EASEMENTS SHOWN COMPLY WITH THE SIZE REQUIRED BY EACH UTILITY PROVIDER OCCUPYING AN EASEMENT.

12.– THERE ARE NO WATER WELLS WITHIN 150 FEET FROM THE BOUNDARIES ON THIS SUBDIVISION.

13.– LOTS 57, 89, 90 & 111 SHALL NOT HAVE ACCESS/DRIVEWAY ONTO ALBERTA ROAD.

14.– TILLMIN WELCH, PRESIDENT BUENA TIERRA DEVELOPMENT, INC. THE OWNER & SUBDIVIDER OF **SAN PABLO SUBDIVISION No. 2** RETAINS AN EASEMENT UPON EACH LOT FOR THE PURPOSED OF INSTALLING AN APPROVED OSSF ON THE LOT AS DESCRIBED ON SHEET No. 2 OF THIS PLAT.

15.– ON–SITE SEWAGE FACILITIES (OSSF) NOTE:
THIS SUBDIVISION SHALL USE ON–SITE SEWAGE FACILITIES IN ACCORDANCE WITH TCEQ AND HIDALGO COUNTY REGULATIONS FOR SEWAGE DISPOSAL.
THE SUBDIVIDER IS RESPONSIBLE FOR PROVIDING AN OSSF ON ALL LOTS.
A. OSSF SYSTEM IS BEING DESIGNED FOR DISPOSAL OF DOMESTIC SEWERAGE ONLY
B. EACH LOT ON THIS PLAT COMPLIES WITH THE MINIMUM 21,780 SQUARE FEET LOT AREA WITH POTABLE WATER SUPPLY.
C. OSSF SYSTEM SHALL REQUIRE INSPECTION AND APPROVAL BY HIDALGO COUNTY AUTHORIZED DEPARTMENT.
D. SOIL ANALYSIS HAVE BEEN SUBMITTED TO THE AUTHORIZED HIDALGO COUNTY DEPARTMENT AND EXCERPT MAY BE ALSO SEEN ON THE UTILITY LAYOUT FOR THIS SUBDIVISION AS SUBMITTED TO THE HIDALGO COUNTY PLANNING DEPARTMENT. THE ENGINEER HAS DETERMINED THAT THE SOIL IS SUITABLE FOR A STANDARD SEPTIC TANK AND ABSORPTIVE DRAINFIELD SYSTEM.
E. APPROVED "OSSF" PERMIT APPLICATION IS REQUIRED INCLUDING INDIVIDUAL LOT PLANNING MATERIALS PRIOR TO OCCUPYING A LOT.

TILLMIN WELCH, PRESIDENT
BUENA TIERRA DEVELOPMENT, INC.
3714 S. EXPRESSWAY 281
EDINBURG TX, 78539

HIDALGO COUNTY
CERTIFICATE OF PLAT APPROVAL

I THE UNDERSIGNED CERTIFY THAT THIS PLAT OF **SAN PABLO SUBDIVISION No. 2** WAS REVIEWED AND APPROVED BY THE HIDALGO COUNTY HEALTH DEPARTMENT ON _____ 20___.

_____ _____
ENVIRONMENTAL HEALTH DIVISION MANAGER — DATE

THE COUNTY OF HIDALGO TEXAS

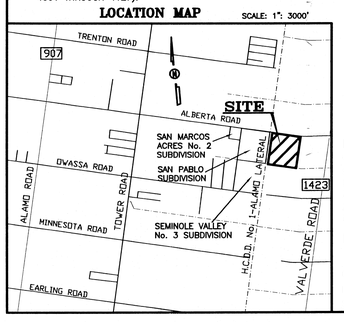
FILED FOR RECORD IN
HIDALGO COUNTY
ARTURO GUAJARDO, JR.
HIDALGO COUNTY CLERK

ON: _____ AT _____ AM/PM
INSTRUMENT NUMBER _____
OF THE MAP RECORDS OF HIDALGO COUNTY, TEXAS

BY: _____ DEPUTY

LOCATION MAP

SCALE: 1": 3000'



LOCATION OF SUBDIVISION WITH RESPECT TO THE EXTRATERRITORIAL JURISDICTION OF A MUNICIPALITY:

SAN PABLO SUBDIVISION No. 2 IS LOCATED IN MIDDLE HIDALGO COUNTY ON THE WEST SIDE OF VAL VERDE ROAD AND SOUTH SIDE OF ALBERTA ROAD AND APPROXIMATELY 1200 FEET WEST OF ITS INTERSECTION. THE ONLY NEARBY MUNICIPALITY IS THE CITY OF ALAMO. ACCORDING TO THE OFFICIAL MAP IN THE OFFICE OF THE SECRETARY OF THE CITY OF ALAMO (POPULATION 18,353), SAN PABLO SUBDIVISION No. 2 LIES APPROXIMATELY 3.6 MILE FROM THE CITY LIMITS AND IT IS NOT WITHIN THE CITY'S TWO–MILE EXTRA–TERRITORIAL JURISDICTION (ETJ) UNDER LOCAL GOVERMENT CODE § 42.021. LIES IN PCT. 4

PRINCIPAL CONTACTS:

	Name	Address	City & Zip	Phone	Fax
OWNER:	TILLMIN WELCH, PRESIDENT BUENA TIERRA DEVELOPMENT, INC.	3714 S. EXPRESSWAY 281	EDINBURG, TX 78539	(956)386–0726	(956)380–4395
ENGINEER:	ALFONSO QUINTANILLA	124 E. STUBBS	EDINBURG, TX 78539	(956) 381–6480	(956)381–0527
SURVEYOR:	ALFONSO QUINTANILLA	124 E. STUBBS	EDINBURG, TX 78539	(956) 381–6480	(956)381–0527

QUINTANILLA, HEADLEY AND ASSOCIATES, INC.

CONSULTING ENGINEERS
124 E. STUBBS ST.
EDINBURG, TEXAS 78539
ENGINEERING REGISTRATION NUMBER F–1513
SURVEYING REGISTRATION NUMBER 100411–00

LAND SURVEYORS
PHONE 956–381–6480
FAX 956–381–0527
OFFICE@QHAENGINEERING.COM

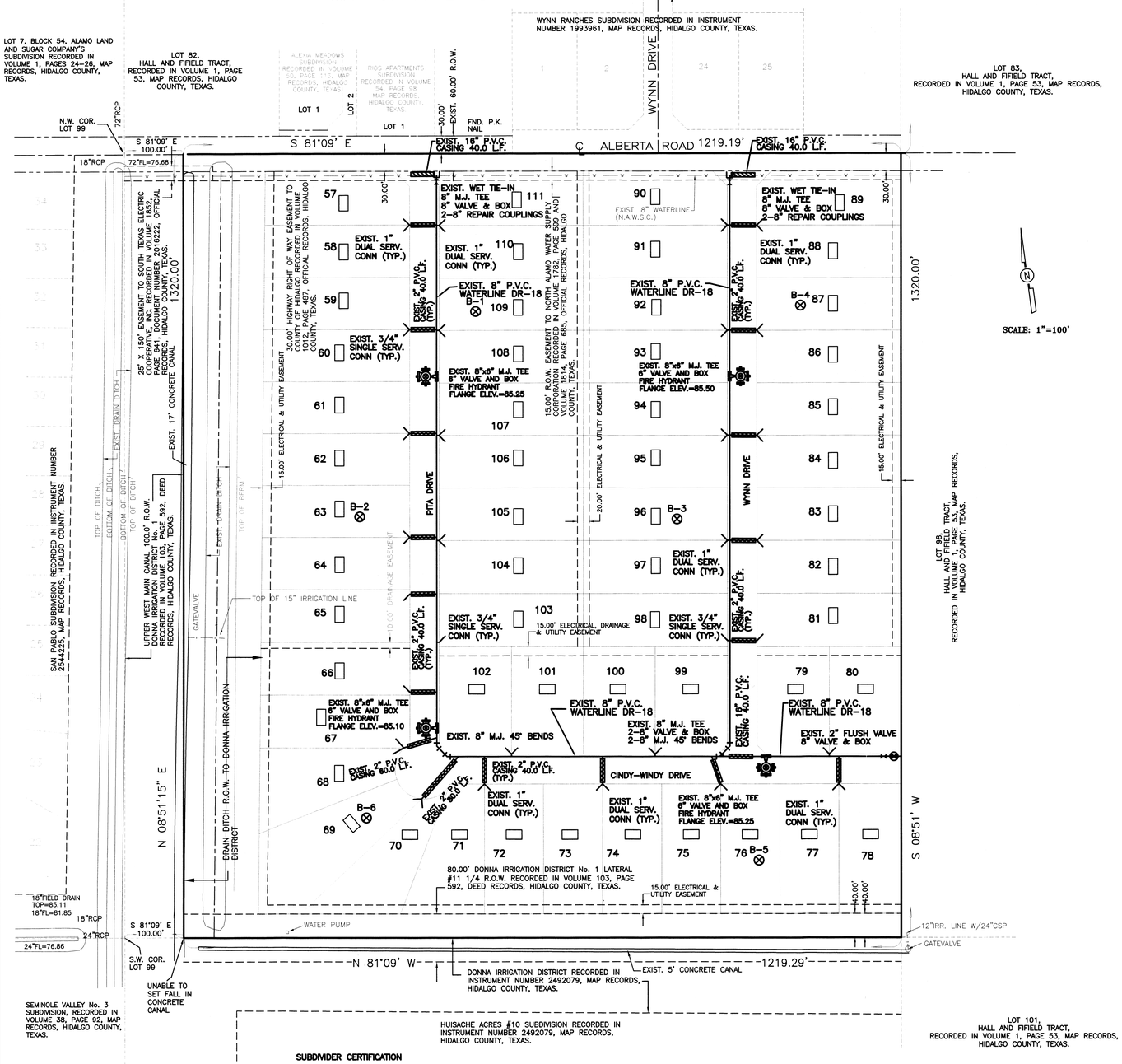
REVISION NOTES

No.	Sheet	REVISION	Date	Approved

SHEET NO. 1 OF 3 SHEETS

FILENAME : F:\DATA\SUBD\H.C.\SAN PABLO 2\PLAT			
DATE PREPARED	PREPARED BY	CHECKED BY	APPROVED BY
10–14–2014	LG		AQ
DATE REVISED	REVISED BY	CHECKED BY	APPROVED BY
5–18–2015	AQ	AQ	AQ

MAP OF WATER DISTRIBUTION SYSTEM/ MAPA DE DISTRIBUCION DE AGUA



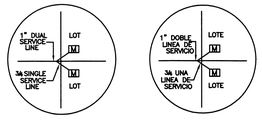
B-1
⊗ TEST BORINGS
☐ SEPTIC TANK (OSSF)

COST ESTIMATE

WATER DISTRIBUTION:	$ 92,855.00
DRAINAGE IMPROVEMENTS:	$ 94,790.00
PAVING IMPROVEMENTS:	$ 246,500.00
SEPTIC TANK (OSSF):	$ 63,957.30

Ⓜ WATER METER BOX
8" WATER SUPPLY LINE
SERVICE LINES

Ⓜ CAJA DE MEDIDOR DE AGUA
8" LINEA DE AGUA
LINEAS DE SERVICIOS



SUBDIVIDER CERTIFICATION

1.- BY COMPLETING THE IMPROVEMENTS DESCRIBED ON THE PLAT, SUBDIVIDER WILL COMPLY WITH MINIMUM STATE STANDARDS AND THAT (a) WATER QUALITY AND CONNECTIONS INCLUDING WATER METERS TO THE LOTS MEET SUCH STANDARDS AND (b) SEWER CONNECTIONS TO THE LOTS OR SEPTIC TANKS MEET OR WILL MEET SUCH STANDARDS AND WILL BE CONSTRUCTED IN ACCORDANCE WITH STATE AND COUNTY REGULATIONS.

SUBDIVIDER STATEMENT:

TILLMIN WELCH, PRESIDENT
BUENA TIERRA HOLDINGS LLC SUBDIVIDERS OF **SAN PABLO SUBDIVISION No. 2** HEREBY CERTIFY SEWER PERMITS, AS APPLICABLE, HAVE BEEN PAID AND COPIES OF RECEIPTS ARE ON FILE WITH THE HIDALGO COUNTY HEALTH DEPARTMENT AND THAT AN ADEQUATE DRINKING WATER SOURCE IS IMMEDIATELY AVAILABLE TO EACH LOT OF THE TYPE, QUALITY & QUANTITY TO ENABLE EACH PERSON PURCHASING A LOT HAVE ADEQUATE WATER TO COMPLY WITH THE REGULATIONS AND THE LAWS OF THE STATE AS REQUIRED BY STATE AND COUNTY REGULATIONS.

TILLMIN WELCH, PRESIDENT
BUENA TIERRA HOLDINGS LLC
3714 S. EXPRESSWAY 281
EDINBURG TX, 78539

DATE

STATE OF TEXAS
COUNTY OF HIDALGO

BEFORE ME, the undersigned notary public, on this day personally appeared
TILLMIN WELCH, PRESIDENT OF BUENA TIERRA HOLDINGS, L.L.C.
proved to me through his Texas Department of Public Safety Driver License to be the person whose name is subscribed to the foregoing instrument, who, being by me first duly sworn, declared that the statements therein are true and correct and acknowledged that he executed the same for the purposed and consideration thereby expressed.

Given under my hand and seal of office this _____ day of _____, 20___.

LILIA A. QUINTANILLA
Notary Public, State of Texas
My Commission Expires
July 23, 2016.

LILIA A. QUINTANILLA-- NOTARY PUBLIC

QUINTANILLA, HEADLEY AND ASSOCIATES, INC.

CONSULTING ENGINEERS
124 E. STUBBS ST.
EDINBURG, TEXAS 78539
REGISTRATION NUMBER F-1513
SURVEYING REGISTRATION NUMBER 100411-00

LAND SURVEYORS
PHONE 956-381-6480
FAX 956-381-0527
OFFICE@QHAENGINEERING.COM

SAN PABLO SUBDIVISION No. 2

A 36.97 ACRE TRACT OF LAND OUT OF LOT 99, HALL-FIFIELD SUBDIVISION, HIDALGO COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN VOLUME 1, PAGE 53, MAP RECORDS, HIDALGO COUNTY, TEXAS, AND ACCORDING TO ASSUMPTION WARRANTY DEED RECORDED UNDER COUNTY CLERK'S INSTRUMENT NUMBER 2574026, OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS.

FINAL ENGINEERING REPORT FOR SAN PABLO SUBDIVISION No. 2:
BY ALFONSO QUINTANILLA, P.E.

WATER SUPPLY: Description and Costs.

SAN PABLO SUBDIVISION No. 2 WILL BE PROVIDED WITH POTABLE WATER BY NORTH ALAMO WATER SUPPLY CORPORATION ("N.A.W.S.C."). THE SUBDIVIDER AND N.A.W.S.C. HAVE ENTERED INTO A CONTRACT IN WHICH N.A.W.S.C. PROMISED TO PROVIDE SUFFICIENT WATER TO THE SUBDIVISION FOR AT LEAST 30 YEARS AND N.A.W.S.C. HAVE PROVIDED DOCUMENTATION TO SUFFICIENTLY ESTABLISH THE LONG TERM QUANTITY AND QUALITY OF THE AVAILABLE WATER SUPPLIES TO SERVE THE FULL DEVELOPMENT OF THE SUBDIVISION. N.A.W.S.C. HAS AN EXISTING 8" DIAMETER WATERLINE RUNNING ALONG THE SOUTH SIDE OF ALBERTA ROAD.

THE WATER SYSTEM FOR SAN PABLO SUBDIVISION No. 2 CONSIST OF AN 8" DIAMETER WATERLINE THAT CONNECTS TO THE SAID 8" WATERLINE ON ALBERTA ROAD AND RUNS SOUTH ON THE WEST SIDE OF WYNN DRIVE. ON THE SOUTHEAST CORNER OF LOT 99, THE 8" DIAMETER WATERLINE TURNS WEST AND RUNS ALONG THE NORTH SIDE OF CINDY-WINDY DRIVE, ENDING WITH A 2" FLUSH VALVE ON THE SOUTHEAST CORNER OF LOT 80.

AN 8" DIAMETER WATERLINE CONNECTS TO THE EXISTING 8" WATERLINE ON ALBERTA ROAD AND RUNS SOUTH ALONG THE EAST SIDE OF PITA DRIVE. THIS 8" DIAMETER WATERLINE LOOPS BACK WITH THE PREVIOUS WATERLINE ON CINDY-WINDY DRIVE.

FROM THE 8" WATERLINE, TWENTY-FIVE (25) 1" DUAL WATER SERVICES RUN TO PAIRS OF LOTS BEFORE SPLITTING INTO 3/4" DIAMETER SINGLE SERVICES AND FIVE (5) 3/4" DIAMETER SINGLE SERVICES GOING TO THE METER BOXES FOR EACH LOT.

THE 8" DIAMETER WATERLINE, THE 1" DUAL SERVICE LINES, THE 3/4" SINGLE SERVICE LINES, AND THE WATER METER BOXES WILL BE INSTALLED AT A TOTAL COST OF $ 92,855.00 OR $ 1,688.82 PER LOT. IN ADDITION, THE SUBDIVIDER WILL PAY N.A.W.S.C. THE SUM OF $ 37,975.00 OR $ 690.45 PER LOT AS STATED IN THE 30 YEAR WATER SERVICE AGREEMENT WHICH SUM REPRESENTS THE TOTAL COST OF WATER METER, RIGHTS ACQUISITION FEES AND ALL MEMBERSHIPS OR OTHER FEES ASSOCIATED WITH CONNECTING THE INDIVIDUAL LOTS IN THE SUBDIVISION TO N.A.W.S.C.. UPON REQUEST BY THE LOT OWNER OF A LOT, N.A.W.S.C. WILL PROMPTLY INSTALL AT NO CHARGE THE WATER METER FOR THAT LOT. THE SUBDIVIDER HAS INSTALLED FOUR (4) FIRE HYDRANTS AT A UNIT COST OF $ 3,000.00 FOR A TOTAL COST OF $ 12,000.00. THE ENTIRE WATER FACILITIES HAVE BEEN APPROVED AND ACCEPTED BY N.A.W.S.C. AND SAID DISTRIBUTION SYSTEM IS OPERABLE AS OF THE DATE OF THE RECORDING OF THE PLAT.

SEWAGE FACILITIES: Description and Costs.

SEWAGE FROM SAN PABLO SUBDIVISION No. 2, IS TREATED BY INDIVIDUAL ON-SITE SEWAGE FACILITIES ("OSSF") CONSISTING OF A STANDARD DESIGN DUAL COMPARTMENT SEPTIC TANK AND A DRAINFIELD ON EACH LOT. THE SITE EVALUATOR (LICENSE NUMBER OS 12258) HAS EVALUATED THE SUITABILITY OF THE SUBDIVISION SITE FOR OSSF AND SUBMITTED A REPORT CONCLUDING THAT THE SITE IS SUITABLE FOR OSSF. THE REPORT WAS REVIEWED AND APPROVED BY THE HIDALGO COUNTY HEALTH DEPARTMENT. HIGHLIGHTS OF THE REPORT ARE AS FOLLOWS:

EACH LOT IN THE SUBDIVISION IS AT LEAST 1/2 ACRE IN SIZE THE UNITED STATES OF AGRICULTURE SOIL CONSERVATION SERVICE SOIL SURVEY BOOK INDICATED A FINE SANDY LOAM. THE SITE EVALUATOR (LICENSE NUMBER OS 12258) HAD SIX (6) TEST BORINGS MADE AT OPPOSITE AREAS OF THE SUBDIVISION AT THE CENTERS OF LOTS 63, 69, 76, 87, 96 and 109. (ADDITIONAL BORINGS WERE UNNECESSARY BECAUSE THE SOILS ARE VERY UNIFORM WITHIN THIS LIMITED AREA.) THE SOIL REPORT AS PREPARED BY THE SITE EVALUATOR (LICENSE NUMBER OS 12258) INDICATES A CLAY LOAM AND SANDY CLAY LOAM (WITH TEXURE CLASS II) EXTENDING MORE THAN 24" BELOW THE BOTTOM OF ANY EXIST. EXCAVATIONS. THE SUBDIVISION DRAINS WELL, THE 10-YEAR STORM BEING CONTAINED WITHIN THE STREET AND THE DRAINAGE EASEMENTS.

THE COST TO INSTALL A SEPTIC SYSTEM ON AN INDIVIDUAL LOT IS $ 63,957.30, INCLUDING THE COST FOR THE REQUIRED PERMIT AND LICENSE. ALL OSSFS WILL BE INSTALLED AS OF THE TIME OF APPLICATION FOR FINAL PLAT APPROVAL AT A TOTAL COST OF $ 1,162.86. THE HIDALGO COUNTY HEALTH DEPARTMENT HAS INSPECTED AND APPROVED THE INSTALLATION OF ALL OSSF ON .

CERTIFICATION:

BY MY SIGNATURE BELOW, I CERTIFY THAT THE WATER AND SEWAGE SERVICE FACILITIES DESCRIBED ABOVE ARE IN COMPLIANCE WITH THE MODEL RULES ADOPTED UNDER SECTION 16.343, WATER CODE.I CERTIFY THAT THE ESTIMATED COSTS TO INSTALL CONSTRUCTED WATER AND ON-SITE SEWAGE FACILITIES, DISCUSSED ABOVE, ARE AS FOLLOWS:

WATER FACILITIES- THESE FACILITIES WILL BE FULLY CONSTRUCTED, WITH INSTALLATION OF WATER METERS, AT A TOTAL COST OF $ 130,860.00 OR $ 2,379.27 PER LOT.

SEWAGE FACILITIES- THESE FACILITIES FULLY CONSTRUCTED WILL COST A GRAND TOTAL OF $ 63,957.30 WHICH EQUALS TO $ 1,162.86 PER LOT.

STATE OF TEXAS
ALFONSO QUINTANILLA
95534
LICENSED PROFESSIONAL ENGINEER

P.E.

ALFONSO QUINTANILLA
P.E. 95534

6-4-15
DATE

REPORTE FINAL DE INGENIERIA PARA LA SUBDIVISION SAN PABLO SUBDIVISION No. 2:
POR ALFONSO QUINTANILLA, P.E.

PROVISION DE AGUA: Descripcion y Costos.

SAN PABLO SUBDIVISION No. 2 SERA PROVISTA DE AGUA POTABLE POR LA COMPAÑIA DE AGUA DE NORTH ALAMO WATER SUPPLY CORPORATION (N.A.W.S.C.). EL DUEÑO DE LA SUBDIVISION Y LA COMPAÑIA DE AGUA N.A.W.S.C. SE HAN COMPROMETIDO A PROVEER DE AGUA SUFICIENTE A LA SUBDIVISION POR UN PERIODO DE 30 AÑOS. LA COMPAÑIA DE AGUA N.A.W.S.C. HA PRESENTADO LA DOCUMENTACION DEMOSTRANDO LA DISPONIBILIDAD DE CANTIDAD Y CALIDAD DE AGUA A LARGO PLAZO QUE SERVIRA PARA EL FUTURO DESARROLLO DE LA SUBDIVISION. N.A.W.S.C. TIENE UN LINEA EXISTENTE DE 8" DE DIAMETRO DE AGUA QUE CORRE POR EL LADO SUR DE ALBERTA ROAD..

EL SISTEMA DE AGUA PARA SAN PABLO SUBDIVISION No. 2 CONSISTE DE UNA LINEA DE AGUA DE 8" DE DIAMETRO QUE SE CONECTA CON LA LINEA EXISTENTE DE AGUA DE 8" DE DIAMETRO Y CORRE SUR POR EL LADO OESTE DE LA CALLE WYNN DRIVE. EN LA ESQUINA SUDESTE DE LOTE 99, LA LINEA DE AGUA DE 8" DE DIAMETRO VOLTEA OESTE Y CORRE POR EL LADO NORTE DE LA CALLE CINDY-WINDY DRIVE, TERMINANDO CON UNA VALVULA DE 2" EN LA ESQUINA SUDESTE DE LOTE 80.

OTRA LINEA DE AGUA DE 8" DE DIAMETRO SE CONNECTA CON LA LINEA EXISTENTE DE AGUA DE 8" DE DIAMETRO EN ALBERTA ROAD Y CORRE SUR POR EL LADO ESTE DE LA CALLE PITA DRIVE. ESTA LINEA DE AGUA DE 8" DE DIAMETRO CONNECTA CON LA LINEA DE AGUA DE 8" DE DIAMETRO QUE CORRE POR EL LADO NORTE DE LA CALLE CINDY-WINDY DRIVE.

DE LA LINEA DE 8" DE DIAMETRO, SE DESPRENDEN VENTICINCO (25) SERVICIOS DOBLES DE 1" DE DIAMETRO QUE CORREN EN PARES HACIA LOS LOTES PARA DESPUES DIVIDIRSE EN DOS SERVICIOS SENCILLOS DE 3/4" DE PULGADA, Y CINCO (5) SERVICIOS SENCILLOS DE 3/4" QUE VAN HACIA LOS MEDIDORES DE CADA LOTE.

LA LINEA DE 8" DE DIAMETRO, LAS LINEAS DE SERVICIO DOBLE DE 1" DE DIAMETRO, LAS LINEAS DE SERVICIO SENCILLO DE 3/4" DE DIAMETRO Y LAS CAJAS DE LOS MEDIDORES DE AGUA SERAN INSTALADAS A UN COSTO TOTAL DE US$ 92,855.00 O US$ 1,688.82 POR LOTE. ADICIONALMENTE, EL DUEÑO DE LA SUBDIVISION PAGARA A N.A.W.S.C. LA CANTIDAD DE US$ 37,975.00 O US$ 690.45 POR SOLAR DE ACUERDO AL CONTRATO Y DOCUMENTO DE 30 AÑOS DE SERVICIO DE AGUA POTABLE EL CUAL CUBRE LOS MEDIDORES DE AGUA, INSTALACION, CONEXION Y MEMBRESIAS. CUANDO EL DUEÑO DE CADA LOTE SOLICITE UN MEDIDOR DE AGUA, LA COMPAÑIA N.A.W.S.C. LO INSTALARA SIN ALGÚN GASTO AL DUEÑO. EL DUEÑO DE LA SUBDIVISIÓN TAMBIÉN HA INSTALADO CUATRO (4) BOCAS DE RIEGO (FIRE HYDRANT) A UN COSTO DE US$ 3,000.00 POR CADA UNO CUAL GASTA UNA CANTIDAD TOTAL US$ 12,000.00. EL SISTEMA DE AGUA ESTARÁ EN FUNCIONAMIENTO COMPLETO ANTES O EN LA FECHA, EN LA CUAL LA SUBDIVISIÓN SEA REGISTRADA EN EL CONDADO DE HIDALGO.

DRENAJE: Descripcion y Costos.

EL DRENAJE DE SAN PABLO SUBDIVISION No. 2, TENDRA FOSAS SEPTICAS INDIVIDUALES (OSSF) CONSISTIENDO EN UN DISEÑO NORMAL, CON DOBLE COMPARTIMIENTO DE FOSA SEPTICA (OSSF) Y UN CAMPO DE DRENAJE EN CADA SOLAR. EL EVALUADOR (LIC# OS 12258) DE ENSUCIE HA INSPECCIONADO, EVALUADO Y REPORTADO QUE LA UBICACION DE LA SUBDIVISION ES CONVENIENTE PARA FOSAS SEPTICAS (OSSF). EL REPORTE FUE EXAMINADO Y APROBADO POR EL DEPARTAMENTO DE SALUD DEL CONDADO DE HIDALGO.

CADA SOLAR EN LA SUBDIVISION MIDE MEDIO ACRE DE TAMAÑO. EL LIBRO DE SERVICIOS Y CONSERVACION DEL SUELO DEL DEPARTAMENTO DE AGRICULTURA DE LOS ESTADOS UNIDOS (USDA) INDICA UNA MEZCLIA DE BARRO ARENOSO. EL EVALUADOR (LIC# OS 12258) HIZO SIEZ (6) PRUEBAS CON AGUJEROS EN EL CENTRO DE LOS LOTES 63, 69, 76, 87, 96 y 109. (PRUEBAS ADICIONALES NO FUERON NECESARIAS PORQUE EL SUELO ES MUY UNIFORME DENTRO DEL AREA DELIMITADA). EL SUELO ES UN MARGA DE BARRO ARENOSO Y MARGA DE BARRO (CON TEXTURA CLASE II) EXTENDIDO A MAS DE 24 PULGADAS BAJO EL FONDO DE CUALQUIER EXCAVACION POR EL EVALUADOR (LIC# OS 12258). NO HAY PRESENCIA DE AGUA SUBTERRANEA BAJO LA CAPA DE 24 PULGADAS DE FONDO DE LAS EXCAVACIONES.

EL COSTO TOTAL PARA LA INSTALACIÓN DE UN SISTEMA INDIVIDUAL DE FOSAS SÉPTICAS POR SOLAR SON US$ 1,162.86, INCLUYENDO EL COSTO DEL PERMISO REQUERIDO Y LICENCIA. EN ESTOS MOMENTOS TODAS LAS FOSA SÉPTICAS SERAN INSTALADAS EN EL PROCESO DE LA APROBACIÓN FINAL. A UN COSTO TOTAL DE US$ 63,957.30 EL DEPARTAMENTO DE SALUBRIDAD DEL CONDADO DE HIDALGO HA INSPECCIONADO TODOS LAS FOSAS SÉPTICAS Y AH APROBADO LA INSTALACIÓN DE LAS FOSAS SÉPTICAS DESDE EL

CERTIFICACION:

CON MI FIRMA, CERTIFICO QUE LOS SERVICIOS Y SISTEMAS DE AGUA Y DE DRENAJE, DESCRITOS EN ESTE DOCUMENTO, CUMPLEN CON LAS MODEL SUBDIVISION RULES (LAS REGLAS GOBERNANDO A LAS SUBDIVISIONES), ADOPTADAS EN LA SECCION 16.343 DEL TEXAS WATER CODE (CODIGO DE AGUA DE TEXAS). CERTIFICO QUE LOS GASTOS PARA INSTALAR LOS SISTEMAS DE AGUA Y DE DRENAJE SON:

AGUA: EL SISTEMA DE AGUA (TODO INCLUSO) SERA CONSTRUIDO, CON LA INSTALACION DE LOS MEDIDORES DE AGUA, EL COSTO TOTAL ES DE US$ 130,860.00 O US$ 2,379.27 POR LOTE.

DRENAJE: SE ESTIMA QUE LAS FOSAS SEPTICAS COSTARAN US$ 1,162.86 POR LOTE (TODO INCLUSO) A UN COSTO TOTAL DE US$ 63,957.30 PARA TODA LA SUBDIVISION.

STATE OF TEXAS
ALFONSO QUINTANILLA
95534
LICENSED PROFESSIONAL ENGINEER

P.E.

ALFONSO QUINTANILLA
P.E. 95534

6-4-15
DATE

THE COUNTY OF HIDALGO TEXAS

FILED FOR RECORD IN
HIDALGO COUNTY
ARTURO GUAJARDO, JR.
HIDALGO COUNTY CLERK

ON: _____ AT _____ AM/PM
INSTRUMENT NUMBER _____
OF THE MAP RECORDS OF HIDALGO COUNTY, TEXAS

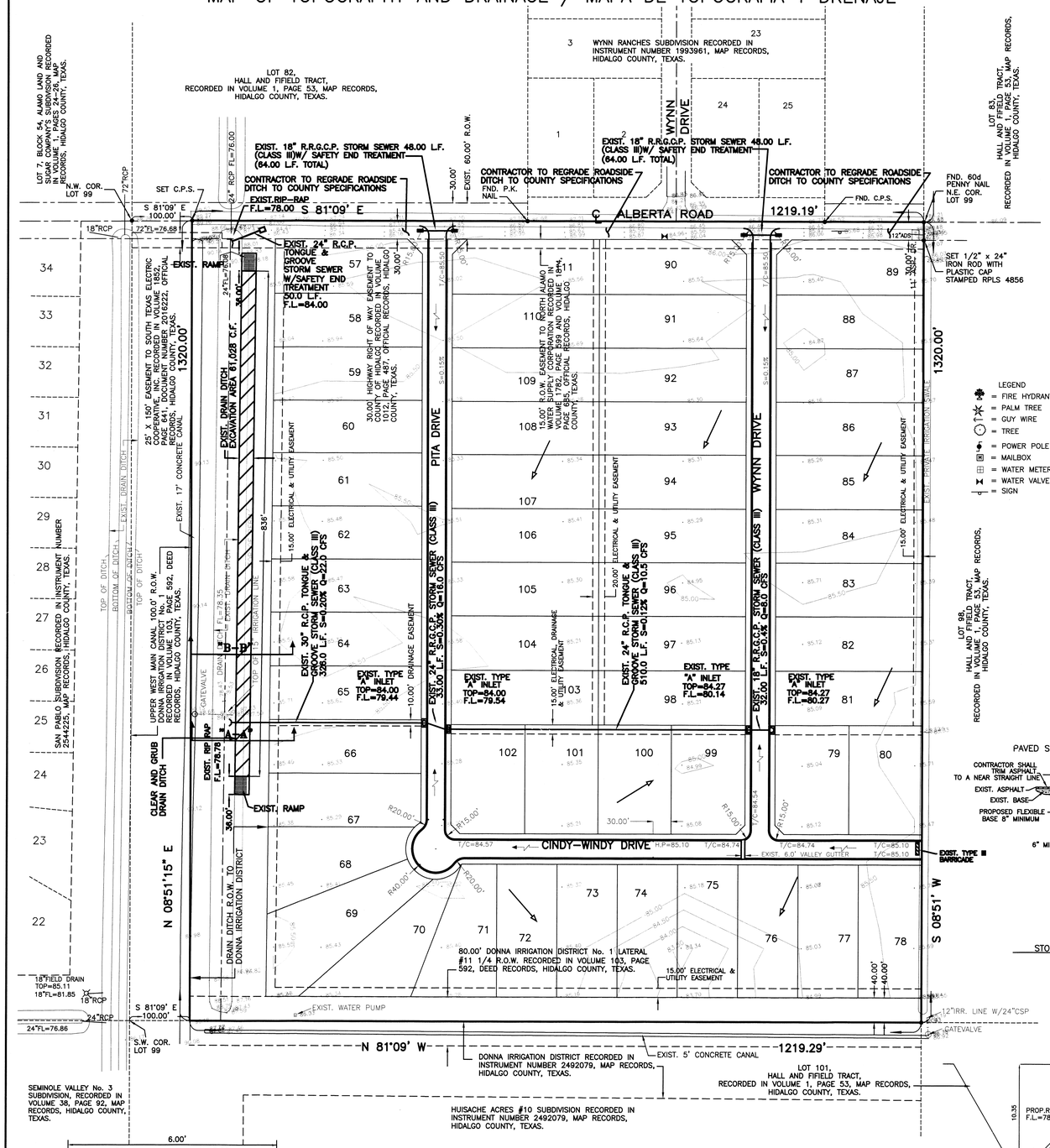
BY: _____ DEPUTY

REVISION NOTES

No.	Sheet	REVISION	Date	Approved

SHEET NO. 2 OF 3 SHEETS	FILENAME = P:\DATA\SUBDIVS\SAN PABLO SUBDIVISION No. 2\WATER BP.LAT		
	DATE PREPARED	PREPARED BY	CHECKED BY	APPROVED BY
	10-15-2014	M. GONZALEZ		
	DATE REVISED	REVISED BY	CHECKED BY	APPROVED BY

MAP OF TOPOGRAPHY AND DRAINAGE / MAPA DE TOPOGRAFIA Y DRENAJE



CONC. VALLEY GUTTER

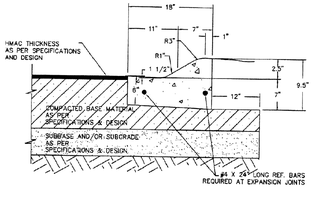
NOT TO SCALE

FLOW DIRECTION OF WATER

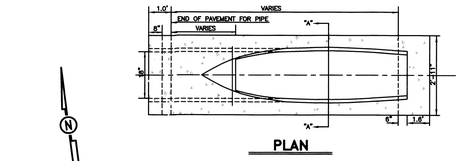
COST ESTIMATE

WATER DISTRIBUTION:	$ 92,855.00
DRAINAGE IMPROVEMENTS:	$ 94,790.00
PAVING IMPROVEMENTS:	$ 246,500.00
SEPTIC TANK (OSSF):	$ 63,957.30

TYPICAL LOW PROFILE CURB & GUTTER SECTION

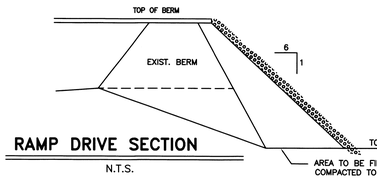


1. ALL HONEYCOMBING SHALL BE GROUTED TO PROVIDE A UNIFORM SURFACE.
2. WHEN HONEYCOMBING IS EXCESSIVE AS DETERMINED BY THE COUNTY OF HIDALGO DESIGNATED REPRESENTATIVE, CURB AND GUTTER SHALL BE REPLACED.
3. BACKFILL BEHIND CURBS SHALL BE ACCOMPLISHED WITHIN 24 HOURS AFTER BACK FORM IS REMOVED OR 48 HOURS AFTER SLIP FORMING.
4. CURB AND GUTTER CONCRETE SHALL BE CLASS "A" (3000 PSI).
5. REINFORCING STEEL AS SHOWN.



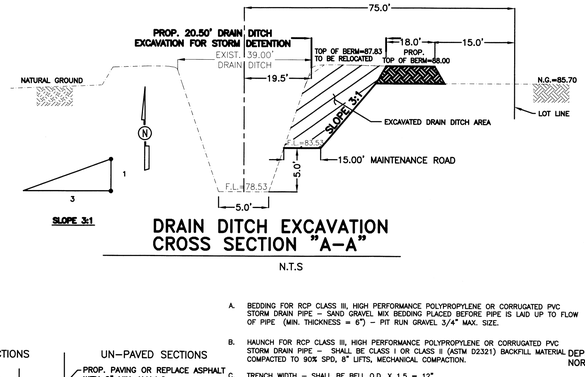
SAFETY END TREATMENT

NOT TO SCALE



RAMP DRIVE SECTION

N.T.S.



DRAIN DITCH EXCAVATION CROSS SECTION "A-A"

N.T.S

A. BEDDING FOR RCP CLASS III, HIGH PERFORMANCE POLYPROPYLENE OR CORRUGATED PVC STORM DRAIN PIPE – SAND GRAVEL MIX BEDDING PLACED BEFORE PIPE IS LAID UP TO FLOW OF PIPE (MIN. THICKNESS = 6") – PIT RUN GRAVEL 3/4" MAX. SIZE.

B. HAUNCH FOR RCP CLASS III, HIGH PERFORMANCE POLYPROPYLENE OR CORRUGATED PVC STORM DRAIN PIPE – SHALL BE CLASS I OR CLASS II (ASTM D2321) BACKFILL MATERIAL COMPACTED TO 90% SPD, 8" LIFTS, MECHANICAL COMPACTION.

C. TRENCH WIDTH – SHALL BE BELL O.D. X 1.5 = 12".

C-1 INITIAL BACKFILL FOR RCP CLASS III STORM DRAIN PIPE ON CITY STREETS, PARKING AREA, DRIVEWAYS, COUNTY ROAD & UNPAVED AREAS – SHALL BE SOIL TYPE A1, A2, A3, (AASHTO M145) COMPACTED TO 90% SPD, 8" LIFTS, MECHANICAL COMPACTION.

C-2 INITIAL BACKFILL FOR RCP CLASS III STORM DRAIN PIPE ON STATE MAINTAINED ROADWAYS – COMPACTED SAND/CEMENT STABILIZED BACKFILL WITH 7% PORTLAND CEMENT, COMPACTED AS PER ASTM D-4253 AND ASTM D-698.

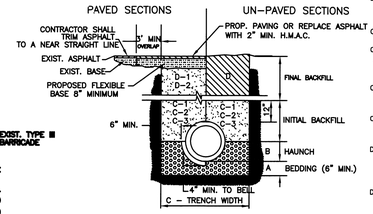
C-3 INITIAL BACKFILL FOR HIGH PERFORMANCE POLYPROPYLENE OR CORRUGATED PVC STORM DRAIN PIPE – SHALL BE CLASS I OR CLASS II (ASTM D2321) BACKFILL MATERIAL COMPACTED TO 90% SPD, 8" LIFTS, MECHANICAL COMPACTION.

D-1 FINAL BACKFILL FOR RCP CLASS III, HIGH PERFORMANCE POLYPROPYLENE OR CORRUGATED PVC STORM DRAIN PIPE ON CITY STREETS, PARKING AREA, DRIVEWAYS, COUNTY ROAD & UNPAVED AREAS – SHALL BE SOIL TYPE A1, A2, A3, (AASHTO M145) COMPACTED TO 90% SPD. 8" LIFTS. MECHANICAL COMPACTION.

D-2 FINAL BACKFILL FOR RCP CLASS III, HIGH PERFORMANCE POLYPROPYLENE OR CORRUGATED PVC STORM DRAIN PIPE ON STATE MAINTAINED ROADWAYS – COMPACTED SAND/CEMENT STABILIZED BACKFILL WITH 7% PORTLAND CEMENT, COMPACTED AS PER ASTM D-4253 AND ASTM D-698.

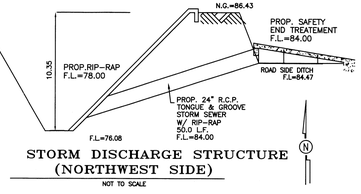
D. FINAL BACKFILL – COMPACTED TO 90% STANDARD PROCTOR DENSITY (12" LIFT, MECHANICAL COMPACTION). FOUNDATION PREPARATION (WELLPOINTS, GRAVEL OR CEMENT STABILIZATION, OR APPROVED SUBSTITUTE) SHALL BE REQUIRED WHEN TRENCH BOTTOM IS UNSTABLE. BACKFILLING AT STRUCTURES SHALL BE PLACED IN UNIFORM LAYERS, MOISTENED AS REQUIRED TO APPROXIMATE OPTIMUM MOISTURE CONTENT, AND COMPACTED TO 95% STANDARD PROCTOR DENSITY (USE RELATIVE DENSITY TEST PER ASTM D-4253 & ASTM D-698). THE THICKNESS OF EACH LOOSE LAYER SHALL NOT EXCEED 6". STRUCTURE BACKFILL MATERIAL SHALL BE SAND, APPROVED SITE SOIL, OR OTHER APPROVED SUBSITUTE.

NOTE: MAXIMUM COVER SHALL BE IN ACCORDANCE WITH MANUFACTURERS SPECIFICATIONS.



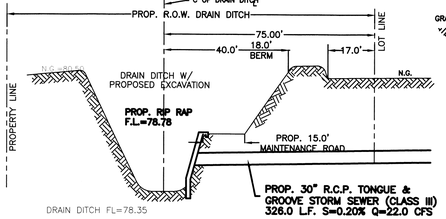
STORM TRENCH BEDDING AND BACKFILL DETAILS

N.T.S.



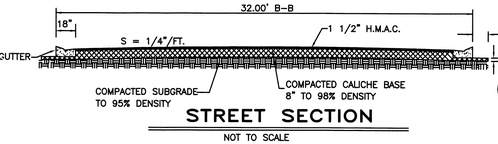
STORM DISCHARGE STRUCTURE (NORTHWEST SIDE)

NOT TO SCALE



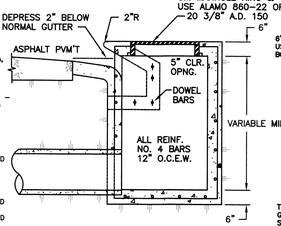
STORM SEWER CROSS SECTION B-B

NOT TO SCALE



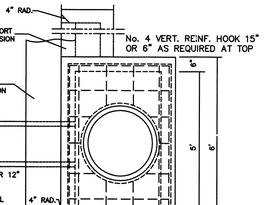
STREET SECTION

NOT TO SCALE

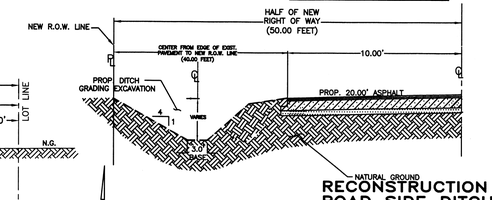


TYPE "A" INLET DETAIL

NOT TO SCALE



INLET EXTENSION



RECONSTRUCTION OF ROAD SIDE DITCH

NOT TO SCALE

SAN PABLO SUBDIVISION No. 2

A 36.97 ACRE TRACT OF LAND OUT OF LOT 99, HALL-FIFIELD SUBDIVISION, HIDALGO COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN VOLUME 1, PAGE 53, MAP RECORDS, HIDALGO COUNTY, TEXAS, AND ACCORDING TO ASSUMPTION WARRANTY DEED RECORDED UNDER COUNTY CLERK'S INSTRUMENT NUMBER 2574026, OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS.

DRAINAGE REPORT FOR San Pablo Subdivision No.2

San Pablo Subdivision No.2 is a 36.97 acre tract of land out of Lot 99, Hall-Fifield Subdivision, Hidalgo County, Texas, according to the map or plat thereof recorded in Volume 1, Page 53, map records, Hidalgo County, Texas, and according to Assumption Warranty Deed recorded in Instrument Number 2574026, official records, Hidalgo County, Texas. This subdivision is located on the south side of Alberta Road approximately 1,200.00 feet west of Valverde Road (F.M. 1423). The proposed subdivision will consist of 55 residential lots.

The tract is Zone "C" as per FEMA Flood Insurance Rate Map, Community Panel No. 480334 0425 C, dated on November 16, 1982.

This soil is sandy clay loam, clay, and clay loam. This soil is well drained. Permeability is moderate. Plasticity Index has a range of 11-35. See attached Soil Survey of Hidalgo County, Texas tables.

Presently, the site has very minimal runoff. The existing runoff for the proposed subdivision is Q= 10.50 cubic feet per second based on a 10-year storm.

After development the runoff will be Q= 31.79 cubic feet per second for an increase of Q= 21.29 cubic feet per second. Detention will be 60,960.87 cubic feet (1.40 acre feet) and will be accomplished by excavating this volume within the existing Donna Irrigation Drain Ditch located on the west side of this development. Street runoff will flow into proposed type "A" inlets that will drain into a proposed storm sewer system consisting of 18 inch, 24 inch and 30 inch drain lines. The proposed drain lines will drain and outfall into the existing Donna Irrigation District Drain Ditch.

THE COUNTY DRAINAGE DITCH FLOWS NORTH THEN EAST. THE DRAINAGE DITCH CARRIES WATER EASTWARD WHERE IT EMPTIES INTO LAGUNA MADRE. THE 10 YEAR FLOOD IS CONTAINED WITHIN THE RIGHT-OF-WAY OF STREET AND WITHIN THE DRAINAGE SWALES OF THE SUBDIVISION AS SHOWN BELOW. A RESTRICTIVE COVENANT (SET OUT ON SHEET 1 UNDER PLAT NOTES AND RESTRICTIONS) PROHIBITS THE CONSTRUCTION OF RESIDENTIAL HOUSING IN ANY AREA OF THE SUBDIVISION THAT IS IN A FLOODPLAIN UNLESS THE HOUSING QUALIFIES FOR INSURANCE UNDER THE NATIONAL FLOOD INSURANCE ACT OF 1968. AS FURTHER NOTED ON SHEET 1, THE FINISHED FLOOR ELEVATION OF EACH HOUSE IS REQUIRED TO BE AT LEAST 18 INCHES ABOVE THE TOP OF THE AVERAGE HEIGHT OF THE CURB IN FRONT OF THE LOT. THESE MEASURES PROVIDE POSITIVE DRAINAGE AWAY FROM ALL BUILDINGS, AVOID CONCENTRATING RUNOFF ONTO OTHER LOTS, AND COORDINATE INDIVIDUAL LOT DRAINAGE WITH THE GENERAL STORM DRAINAGE PATTERN FOR THE AREA. THE MAP BELOW ILLUSTRATES THE FLOW PATTERNS FOR THE RUNOFF.

CERTIFICATION:

BY MY SIGNATURE BELOW, I CERTIFY THAT THE 100-YEAR FLOODPLAIN FOR ZONE "C" [AREAS DETERMINED TO BE OUTSIDE THE 500-YEAR FLOOD PLAIN] AS DESCRIBED IN COMMUNITY PANEL NUMBER 480334 0425 C (NOVEMBER 16, 1982) IS CONTAINED WITHIN THE RIGHT-OF-WAY OF STREET AND WITHIN THE DRAINAGE OF THE SUBDIVISION, AS SHOWN BELOW.

STATE OF TEXAS ALFONSO QUINTANILLA 95534 LICENSED PROFESSIONAL ENGINEER

ALFONSO QUINTANILLA P.E.
P.E. 95534

6-4-15
DATE

REVISION NOTES

No.	Sheet	REVISION	Date	Approved

THE COUNTY OF HIDALGO TEXAS

FILED FOR RECORD IN HIDALGO COUNTY
ARTURO GUAJARDO, JR.
HIDALGO COUNTY CLERK

ON: _____ AT _____ AM/PM
INSTRUMENT NUMBER _____
OF THE MAP RECORDS OF HIDALGO COUNTY, TEXAS

BY: _____ DEPUTY

QUINTANILLA, HEADLEY AND ASSOCIATES, INC.
CONSULTING ENGINEERS
124 E. STUBBS ST.
EDINBURG, TEXAS 78539
REGISTRATION NUMBER F-1513
SURVEYING REGISTRATION NUMBER 100411-00
LAND SURVEYORS
PHONE 956-381-6480
FAX 956-381-0527
OFFICE@QHAENGINEERING.COM

SHEET NO. 3 OF 3 SHEETS	FILENAME : F:\DATA\SUBD\H.C.\SAN PABLO2\B-PLAT			
	DATE PREPARED 10-14-2014	PREPARED BY LG	CHECKED BY	APPROVED BY
	DATE REVISED	REVISED BY	CHECKED BY	APPROVED BY

HIDALGO COUNTY
PLANNING DEPARTMENT

1304 SOUTH 25TH STREET
EDINBURG TEXAS 78539
Tel. 956-318-2840 Fax. 956-318-2844

T.J. Arredondo, CFM
Director of Planning

HIDALGO COUNTY COMMISSIONERS COURT MEETING

DATE: 06-23-2015

PROPOSED **EVG FARMS** SUBDIVISION, PRECINCT No. **4.**

ENGINEER: **GARZA-GARZA CONSULTING ENGINEERING** DEVELOPER: **EDGAR E. GONZALEZ**

☐ PRELIMINARY APPROVAL ☒ FINAL APPROVAL ☐ FINAL APPROVAL WITH FINANCIAL GUARANTEE ☐ WITH VARIANCE

NUMBER OF LOTS: **1** ☒*SINGLE FAMILY ___ ☐*MULTI-FAMILY ___ ☐COMMERCIAL ___ ☐INSTITUTIONAL

LOCATION DESCRIPTION: **North of Iowa Road approximately 1/4 mile west of Alamo Road (F.M. 907).**

SUBDIVISION LIES WITHIN THE: ☒*ETJ of* **Edinburg** *and was approved administratively by said City.*

DRAINAGE REPORT WAS APPROVED BY HCDD#1: ON **01-22-2015** PROPERTY LIES WITHIN FLOOD ZONE: **" B "** AS PER FEMA.

DRAINAGE DESIGN: **Drainage will be detained within depressed green areas of property.**

ROAD R.O.W. DEDICATION: **30 feet on to Iowa Road.**

H.C.R.O.W. FINAL APPROVAL DATE: **05-20-2015** By, **Jose Ochoa, Pct. 4** R.O.W. AGENT

H.C.H.D. FINAL APPROVAL DATE: **06-09-2015** By, **Elizardo "Chardo" Ramos** Environmental Health Division Manager

☒ OSSF & SOIL ANALYSIS WERE CONDUCTED BY: **Jose A. Gonzalez**

SEWER SYSTEM: ☒OSSF HAVE BEEN INSTALLED AND INSPECTED BY HCHD

WATER SERVICE PROVIDER: **NAWSC** LINE SIZE: **2 ½ "** LOCATION: **Iowa Road**

H.C.O.E.C. FINAL APPROVAL DATE: **05-19-2015** : By **Martin Ramirez** Environmental Compliance Coordinator

☒**SMALL CONSTRUCTION**

The applicant has submitted the required small construction site notice as per Part II, Section E of the TPDES General Permit for Construction Activities (TXR150000) along with a copy of the Erosion Control Plan for the proposed project.

REQUEST FOR FINAL APPROVAL WITH: ☐ **Cash Deposit:** *Amount:$_____For:* ☐*OSSF(S)_____* ☐PAVING ☐DRAINAGE ☐STREET SIGNS

☐**A Letter of Credit** *Financial Institution: _____ L.O.C No. _____*

Amount: $_____For: ☐*OSSF(S)_____* ☐PAVING ☐DRAINAGE ☐STREET SIGNS

FINAL PRELIMINARY FROM THE HIDALGO COUNTY COMMISSIONERS COURT ON: **5-05-2015**

STAFF RECOMMENDS: ☐ **Preliminary Approval** *subject to comments and future recommendations by planning, Other departments and the approval of the City of* **Edinburg.**

☒ **Final Approval** *subject to recommendations other departments*

* *This subdivision plat has been reviewed and complies with the Hidalgo County Subdivision Rules, Texas Water Development Board Model Subdivision Rules and The Texas Local Government Code.*

G E N E R A L P L A T N O T E S & R E S T R I C T I O N S

1. FLOOD ZONE DESIGNATION: ZONE "B"
ZONE "B" IS DEFINED AS AREAS BETWEEN LIMITS OF THE 100-YEAR FLOOD AND 500-YEAR FLOOD; OR CERTAIN AREAS SUBJECT TO 100-YEAR FLOODING WITH AVERAGE DEPTHS LESS THAN ONE (1) FOOT OR WHERE THE CONTRIBUTING DRAINAGE AREA IS LESS THAN ONE SQUARE MILE; OR AREAS PROTECTED BY LEVEES FROM THE BASE FLOOD.
COMMUNITY-PANEL NUMBER 480334 0425 C MAP REVISED: NOVEMBER 16, 1982.

THE AREAS WITHIN THE DRAINAGE EASEMENTS AND THE PROPOSED STREET RIGHT-OF-WAY ARE WITHIN THE 100-YEAR FLOOD PLAIN. COMMUNITY-PANEL NUMBER 480334 0425 C MAP REVISED: NOVEMBER 16, 1982 OF THE FEDERAL EMERGENCY MANAGEMENT AGENCY MAPS FOR HIDALGO COUNTY, TEXAS AND THE LOCAL FLOOD PLAIN ADMINISTRATOR HAVE IDENTIFIED NO OTHER AREAS AS SHOWN ON THIS PLAT ARE WITHIN THE PROPOSED SUBDIVISION TO BE WITHIN THE 100-YEAR FLOOD PLAIN.

CONSTRUCTION OF RESIDENTIAL HOUSING WITHIN ANY AREA OF THE SUBDIVISION THAT IS IN THE 100-YEAR FLOOD PLAIN IS PROHIBITED UNLESS THE HOUSING QUALIFIES FOR INSURANCE UNDER THE NATIONAL FLOOD INSURANCE ACT OF 1968 (42 U.S.C. SECTIONS 4001 THROUGH 4127).

2. SETBACKS:

FRONT:	50.00	FEET (OR TO EASEMENT, WHICHEVER IS GREATER)
REAR:	15.00	FEET (OR TO EASEMENT, WHICHEVER IS GREATER)
SIDE:	6.00	FEET (OR TO EASEMENT, WHICHEVER IS GREATER)

3. GENERAL NOTE FOR SINGLE FAMILY RESIDENCES:
NO MORE THAN ONE-SINGLE FAMILY DETACHED DWELLING SHALL BE LOCATED ON EACH LOT. THIS MUST BE STIPULATED ON ALL DEEDS AND CONTRACT FOR DEEDS, (ANY OTHER NON-RESIDENTIAL USE SHALL REQUIRE PLANNING DEPARTMENT, THE OFFICE OF ENVIRONMENTAL COMPLIANCE, HEALTH DEPARTMENT AND FIRE MARSHALL APPROVAL). APPLICATIONS FOR CONSTRUCTION ARE REQUIRED PRIOR TO OCCUPYING THE LOT.

4. MINIMUM FINISH FLOOR NOTE: MINIMUM FINISH FLOOR ELEVATION SHALL BE 18" ABOVE TOP OF CENTERLINE OF ROAD OR 18" ABOVE NATURAL GROUND, WHICHEVER IS GREATER. ELEVATION CERTIFICATE MAY BE REQUIRED FOR LOTS LOCATED OUTSIDE A DESIGNATED FLOOD ZONE AT THE TIME FOR APPLICATION FOR CONSTRUCTION TO VERIFY PRE AND POST CONSTRUCTION FINISH FLOOR ELEVATIONS. AN ELEVATION CERTIFICATE SHALL BE REQUIRED FOR ALL LOTS WITHIN A DESIGNATED FLOOD ZONE AT THE TIME FOR A DEVELOPMENT PERMIT APPLICATION.

5. BENCHMARKS (B.M.): THE FOLLOWING BENCHMARKS ARE IDENTIFIED ON THE FACE OF THE PLAT AND ON THE ATTACHED ENGINEERING PLANS.

B.M. NO. 1: ELEVATION=91.18, N.A.V.D. 83; DESCRIPTION: PK NAIL ALONG THE CENTERLINE OF EXISTING PAVEMENT OF IOWA ROAD BEING THE POINT OF BEGINNING & POINT OF COMMENCEMENT OF THIS TRACT OF LAND AND SOUTHWEST CORNER OF LOT 6.
B.M. NO. 2: ELEVATION=90.75, N.A.V.D. 83; DESCRIPTION: PK NAIL ALONG THE CENTERLINE OF EXISTING PAVEMENT OF IOWA ROAD BEING 198.00 FEET WEST OF SOUTHWEST CORNER OF LOT6.

6. DRAINAGE:
IN ACCORDANCE WITH THE HIDALGO COUNTY DRAINAGE DISTRICT NO. 1 AND HIDALGO COUNTY REQUIREMENTS, THIS DEVELOPMENT WILL BE REQUIRED TO DETAIN A TOTAL OF **1.652** CUBIC-FEET OR **0.038** ACRE-FEET OF STORM WATER RUNOFF. DRAINAGE RETENTION IN ACCORDANCE WITH THE LOCAL REQUIREMENTS WILL BE DETAINED WITHIN DEPRESSED / GREEN AREAS OF PROPOSED LARGE LOTS.

7. ON-SITE SEWAGE FACILITIES (OSSF) NOTE: THIS SUBDIVISION SHALL USE ON-SITE SEWAGE FACILITIES IN ACCORDANCE WITH TCEQ AND HIDALGO COUNTY REGULATIONS FOR SEWAGE DISPOSAL. THE SUBDIVIDER IS RESPONSIBLE FOR PROVIDING AN OSSF ON ALL LOTS.
A. OSSF SYSTEM IS BEING DESIGNED FOR DISPOSAL OF DOMESTIC SEWERAGE ONLY. A SEPARATE DESIGN SHALL BE SUBMITTED FOR COMMERCIAL USE.
B. EACH LOT ON THIS PLAT COMPLIES WITH THE MINIMUM 21,780 SQUARE FEET LOT AREA WITH POTABLE WATER SUPPLY.
C. OSSF SYSTEM SHALL REQUIRE INSPECTION AND APPROVAL BY HIDALGO COUNTY AUTHORIZED DEPARTMENT
D. SOIL ANALYSIS HAVE BEEN SUBMITTED TO THE AUTHORIZED HIDALGO COUNTY HEALTH DEPARTMENT AND EXCERPTS MAY BE ALSO SEEN ON THE UTILITY LAYOUT FOR THIS SUBDIVISION AS SUBMITTED TO THE HIDALGO COUNTY PLANNING DEPARTMENT. THE ENGINEER HAS DETERMINED THAT THE SOIL IS SUITABLE FOR A STANDARD SEPTIC TANK AND ABSORPTIVE DRAINFIELD SYSTEM.
E. APPROVED "OSSF" PERMIT APPLICATION IS REQUIRED, INCLUDING INDIVIDUAL LOT PLANNING MATERIALS PRIOR TO OCCUPYING A LOT.

8. ALL PUBLIC UTILITIES EASEMENTS DEDICATED BY THIS PLAT SHALL BE A MINIMUM WIDTH OF 15.00 FEET AS PER THE HIDALGO COUNTY MODEL SUBDIVISION RULES. BY SIGNING THIS PLAT DEVELOPER AND ENGINEER CERTIFY THAT ALL OTHER EASEMENTS SHOWN COMPLY WITH THE SIZE REQUIRED BY EACH UTILITY PROVIDER OCCUPYING AN EASEMENT.

9. THERE ARE NO WATER WELLS WITHIN 150 FEET FROM THE BOUNDARIES ON THIS SUBDIVISION.

10. EDGAR E. GONZALEZ, OWNER(S) & SUBDIVIDER(S) OF EVG Farms SUBDIVISION, RETAIN AN EASEMENT UPON EACH LOT FOR THE PURPOSE OF INSTALLING AN APPROVED OSSF ON THE LOT AS DESCRIBED ON SHEET No. 2 OF THIS PLAT.

11. NO STRUCTURE SHALL BE PERMITTED OVER ANY EASEMENT. EASEMENTS SHALL BE KEPT CLEAR OF FENCES, BUILDINGS, SHEDS, SHRUBS TREES, AND OTHER PLANTINGS (EXCEPT LOW, LESS THAN 18 INCHES MATURE HEIGHT, GROUND COVER, GRASS, OR FLOWERS) AND OTHER OBSTRUCTIONS THAT WOULD INTERFERE WITH THE OPERATIONS AND MAINTENANCE OF THE EASEMENT.

12. EACH PURCHASED CONTRACT MADE BETWEEN A SUBDIVIDER AND PURCHASER OF A LOT IN THIS SUBDIVISION SHALL CONTAIN A STATEMENT DESCRIBING HOW AND WHEN WATER, SEWER, ELECTRICITY, AND GAS SERVICES WILL BE MADE AVAILABLE TO THE SUBDIVISION.

13. ALL LOT CORNERS ARE SET 1/2 INCH IRON RODS.

14. THE DEVELOPER SHALL BE RESPONSIBLE TO PAY 100% OF THE PARKLAND FEE OF $600.00 PER LOT PRIOR TO THE RECORDING OF THIS SUBDIVISION.

15. AN OFF-STREET PARKING LOT SITE PLAN AND DRAINAGE PLAN APPROVED BY THE HIDALGO COUNTY PLANNING DEPARTMENT AND THE OFFICE OF ENVIRONMENTAL COMPLIANCE SHALL BE REQUIRED FOR COMMERCIAL USE AT THE TIME OF APPLICATION FOR CONSTRUCTION PRIOR TO THE ISSUANCE OF A BUILDING AND/OR DEVELOPMENT PERMIT. NO WATER OR LIGHT CLEARANCES SHALL BE ISSUED UNTIL THE SITE PLAN, DRAINAGE PLAN AND OSSF PLAN ARE APPROVED AND PROPOSED IMPROVEMENTS ARE CONSTRUCTED IN ACCORDANCE WITH COUNTY AND STATE STANDARDS.

16. THE PURCHASER OF EACH LOT SHALL BE RESPONSIBLE TO INSTALL A DRIVEWAY CULVERT REINFORCED CONCRETE PIPE NOT LESS THAN 15 INCHES IN DIAMETER AND 24 FEET IN LENGTH.

LEGEND

- ● – FOUND 1/2" IRON ROD
- ◉ – FOUND 5/8" IRON ROD
- ✱ – FOUND RAIL ROAD SPIKE
- ○ – SET 1/2" IRON ROD
- ◎ – SET PK NAIL
- ▲ – FOUND CPS
- ⌀ – POWER POLE
- ☎ – TELEPHONE PEDESTAL
- E – ELECTRICAL BOX
- W – WATER METER
- ⊙ – IRRIGATION STAND PIPE
- ▯ – MAIL BOX
- -x-x- – FENCE
- ~~~ – DRAINAGE NATURAL FLOW

ELEVATIONS
- – NATURAL GROUND
- – EDGE OF PAVEMENT (TOP)
- – TOP OF ASPHALT

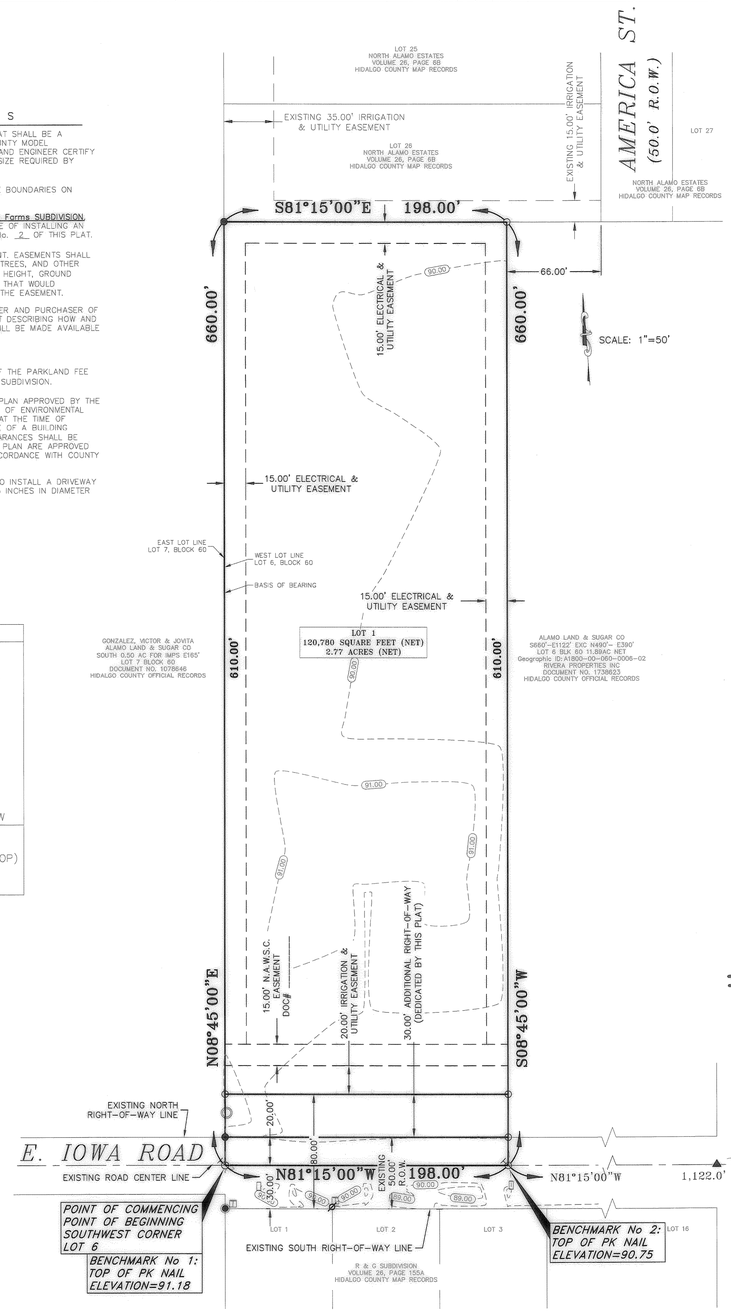
NORTH ALAMO WATER SUPPLY CORPORATION RIGHT OF WAY EASEMENT:

KNOW ALL MEN BY THESE PRESENTS, THAT THE UNDERSIGNED, OWNERS OF THE PROPERTY SHOWN ON THIS PLAT, THEIR SUCCESSORS, ASSIGNS, AND TRANSFEREES (hereinafter called "Grantor" WHETHER ONE OR MORE PERSONS ARE NAMED), IN CONSIDERATION OF ONE DOLLAR ($1.00) AND OTHER GOOD AND VALUABLE CONSIDERATION PAID BY NORTH ALAMO WATER SUPPLY CORPORATION, (Hereinafter called "Grantee"), THE RECEIPT AND SUFFICIENCY OF WHICH IS HEREBY ACKNOWLEDGED, DOES HEREBY GRANT, BARGAIN, SELL, TRANSFER, AND CONVEY TO SAID GRANTEE, ITS SUCCESSORS, AND ASSIGNS, AN EXCLUSIVE PERPETUAL EASEMENT WITH THE RIGHT TO ERECT, CONSTRUCT, INSTALL AND THEREAFTER USE, OPERATE, INSPECT, REPAIR MAINTAIN, REPLACE, AND REMOVE WATER DISTRIBUTION LINES AND APPURTENANCES OVER AND ACROSS THE LANDS SHOWN ON THIS PLAT, TOGETHER WITH THE RIGHT OF INGRESS AND EGRESS OVER GRANTOR'S ADJACENT LANDS OF THE PURPOSE FOR WHICH THE ABOVE MENTIONED RIGHTS ARE GRANTED, THE EASEMENT HEREBY GRANTED SHALL BE FIFTEEN (15') IN WIDTH, AND GRANTEE IS HEREBY AUTHORIZED TO DESIGNATE THE COURSE OF THE EASEMENT HEREIN CONVEYED EXCEPT THAT WHEN THE PIPELINE(S) IS INSTALLED, THE EASEMENT HEREIN GRANTED SHALL BE LIMITED TO A STRIP OF LAND 15' IN WIDTH, THE CENTER LINE THEREOF BEING THE PIPELINE INSTALLED. IN THE EVENT THE EASEMENT HEREBY GRANTED ABUTS ON A PUBLIC ROAD AND THE CITY, COUNTY OR STATE HEREAFTER WIDENS OR RELOCATES THE PUBLIC ROAD SO AS TO REQUIRE THE RELOCATION OF THIS WATER LINE AS INSTALLED, GRANTOR FURTHER GRANTS TO GRANTEE AND ADDITIONAL EASEMENT OVER AND ACROSS THE LAND SHOWN ON THIS PLAT FOR THE PURPOSE OF LATERALLY RELOCATE SAID WATER LINE AS MAY BE NECESSARY TO CLEAR THE ROAD IMPROVEMENTS, WHICH EASEMENT HEREBY GRANTED SHALL BE LIMITED TO A STRIP OF LAND 15' IN WIDTH, THE CENTER LINE THEREOF BEING THE PIPELINE AS RELOCATED. THE CONSIDERATION RECITED HEREIN SHALL CONSTITUTE PAYMENT IN FULL FOR ALL DAMAGES SUSTAINED BY GRANTOR BY REASON OF THE INSTALLATION, MAINTENANCE, REPAIR, REPLACEMENT AND RELOCATION OF THE STRUCTURES REFERRED TO HEREIN, THUS AGREEMENT TOGETHER WITH OTHER PROVISIONS OF THIS GRANT SHALL CONSTITUTE AN EASEMENT FOR THE BENEFIT OF THE GRANTEE, ITS SUCCESSORS, AND ASSIGNS. THE GRANTOR COVENANTS THAT IT IS THE OWNER OF THE ABOVE-DESCRIBED LANDS AND THAT SAID LANDS ARE FREE AND CLEAR OF ALL ENCUMBRANCES AND LIENS EXCEPT THE FOLLOWING: THE EASEMENT CONVEYED HEREIN WAS OBTAINED OR IMPROVED THROUGH FEDERAL FINANCIAL ASSISTANCE. THIS EASEMENT IS SUBJECT TO THE PROVISIONS OF TITLE VI OF THE CIVIL RIGHTS ACT OF 1964 AND THE REGULATIONS ISSUED PURSUANT THERETO FOR SO LONG AS THE EASEMENT CONTINUES TO BE USED FOR THE SAME OR SIMILAR PURPOSE FOR WHICH FINANCIAL ASSISTANCE WAS EXTENDED OR FOR LONG AS THE GRANTEE OWNS IT, WHICHEVER IS LONGER.

IN WITNESS WHEREOF THE SAID GRANTOR EXECUTED THIS INSTRUMENT

THIS 8th DAY OF May, 2015.

EDGAR E. GONZALEZ
2219 S. CESAR CHAVEZ RD
EDINBURG, TX 78542



STATE OF TEXAS – COUNTY OF HIDALGO
OWNER'S DEDICATION, CERTIFICATION, AND ATTESTATION

I (WE) , EDGAR E. GONZALEZ, AS OWNER(S) OF THE **3.00** ACRE TRACT OF LAND ENCOMPASSED WITHIN THE PROPOSED EVG Farms SUBDIVISION, HEREBY SUBDIVIDE THE LAND AS DEPICTED IN THIS SUBDIVISION PLAT AND DEDICATE TO PUBLIC USE OF STREETS, PARK, AND EASEMENTS SHOWN HEREIN.

I CERTIFY THAT I HAVE COMPLIED WITH THE REQUIREMENTS OF TEXAS LOCAL GOVERNMENT CODE 232.032 AND THAT:

(A) THE WATER QUALITY AND CONNECTIONS TO THE LOTS MEET, OR WILL MEET, THE MINIMUM STATE STANDARDS;

(B) SEWER CONNECTIONS TO THE LOTS OR SEPTIC TANKS MEET, OR WILL MEET, THE MINIMUM REQUIREMENTS OF STATE STANDARDS;

(C) ELECTRICAL CONNECTIONS PROVIDED TO THE LOTS MEET, OR WILL MEET, THE MINIMUM STATE STANDARDS; AND

(D) GAS CONNECTIONS, IF AVAILABLE, PROVIDED TO THE THE LOTS MEET, OR WILL MEET, THE MINIMUM STATE STANDARDS.

I ATTEST THAT THE MATTERS ASSERTED IN THIS PLAT ARE TRUE AND COMPLETE.

EDGAR E. GONZALEZ
2219 S. CESAR CHAVEZ RD
EDINBURG, TX 78542

BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC, ON THIS DAY PERSONALLY APPEARED EDGAR E. GONZALEZ PROVED TO ME THROUGH HIS/HER/THEIR TEXAS DEPARTMENT OF PUBLIC SAFETY DRIVER LICENSE(S) TO BE THE PERSON(S) WHOSE NAME(S) ARE SUBSCRIBED TO THE FOREGOING INSTRUMENT, WHO, BEING BY ME FIRST DULY SWORN, DECLARED THAT THE STATEMENTS THEREIN ARE TRUE AND CORRECT AND ACKNOWLEDGED THAT THEY EXECUTED THE SAME FOR THE PURPOSED AND CONSIDERATION THEREBY EXPRESSED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS 8th DAY OF May, 2015.

NOTARY PUBLIC MY COMMISSION EXPIRES

MERELDA GONZALEZ
Notary Public, State of Texas
My Commission Expires
November 22, 2015

STATE OF TEXAS – COUNTY OF HIDALGO
PLAT APPROVAL CERTIFICATE
UNDER LOCAL GOVERNMENT CODE § 232.028(a)

WE THE UNDERSIGNED CERTIFY THAT THIS PLAT OF THE EVG Farms SUBDIVISION WAS REVIEWED AND APPROVED BY THE HIDALGO COUNTY COMMISSIONERS COURT ON _____, 20___.

HIDALGO COUNTY JUDGE ATTEST: HIDALGO COUNTY CLERK

I, THE UNDERSIGNED CERTIFY THAT THIS PLAT OF THE EVG Farms SUBDIVISION WAS REVIEWED AND APPROVED BY THE HIDALGO COUNTY ENVIRONMENTAL HEALTH DIVISION MANAGER ON _____, 20___.

HIDALGO COUNTY ENVIRONMENTAL HEALTH DIVISION MANAGER

DRAINAGE DISTRICT CERTIFICATE

HIDALGO COUNTY DRAINAGE DISTRICT NO. 1 HEREBY CERTIFIES THAT THE DRAINAGE PLANS FOR THIS SUBDIVISION COMPLY WITH THE MINIMUM STANDARDS OF THE DISTRICT ADOPTED UNDER TEXAS WATER CODE NO. 49.211(C). THE DISTRICT HAS NOT REVIEWED AND DOES NOT CERTIFY THAT THE DRAINAGE STRUCTURES DESCRIBED ARE APPROPRIATE FOR THE SPECIFIC SUBDIVISION, BASED ON GENERALLY ACCEPTED ENGINEERING CRITERIA. IT IS THE RESPONSIBILITY OF THE DEVELOPER OF THE SUBDIVISION AND ITS ENGINEER TO MAKE THESE DETERMINATIONS.

BY DATE

ENGINEER CERTIFICATE

I, THE UNDERSIGNED, A REGISTERED ENGINEER IN THE STATE OF TEXAS, DO HEREBY CERTIFY THAT THE PROPER ENGINEERING CONSIDERATIONS HAVE BEEN GIVEN TO THIS PLAT.

INEZ B. GARZA JR. P.E.
REG. PROFESSIONAL ENGINEER NO. 60824 5/8/15 DATE

STATE OF TEXAS
INEZ B. GARZA JR.
60824
REGISTERED PROFESSIONAL ENGINEER

SURVEYOR CERTIFICATE

I, THE UNDERSIGNED, CERTIFY THAT THE ABOVE PLAT IS AN ACTUAL SURVEY MADE ON THE GROUND UNDER MY SUPERVISION AND THAT THERE ARE NO VISIBLE EASEMENTS OR ENCROACHMENTS EXCEPT AS SHOWN AND THAT ALL CORNERS HAVE BEEN LOCATED AS INDICATED.

JOSE MARIO GONZALEZ
REG. PROFESSIONAL LAND SURVEYOR NO. 5571 5-8-15 DATE

STATE OF TEXAS
JOSE MARIO GONZALEZ
NO. 5571
REGISTERED PROFESSIONAL LAND SURVEYOR

RIO DELTA SURVEYING
24593 FM 88, MONTE ALTO, TX 78538
(TEL) 956-380-5154 (FAX) 956-380-5156
EMAIL: MARIO@RIODELTASURVEYING.COM
TBPLS FIRM # 10013900

HIDALGO COUNTY IRRIGATION DISTRICT NO. 2 CERTIFICATE

THIS PLAT APPROVED BY THE HIDALGO COUNTY IRRIGATION DISTRICT NO. 2 ON THIS _____ DAY OF _____ 2015.

NO IMPROVEMENTS OF ANY KIND (INCLUDING WITHOUT LIMITATION, TREES, FENCES, AND BUILDINGS) SHALL BE PLACED UPON HIDALGO COUNTY IRRIGATION DISTRICT No. 2 RIGHTS-OF-WAYS OR EASEMENTS.

PRESIDENT SECRETARY

STATE OF TEXAS – CITY OF EDINBURG
PLAT APPROVAL CERTIFICATE

I, THE UNDERSIGNED, MAYOR TO THE CITY OF EDINBURG, HEREBY CERTIFY THAT THIS SUBDIVISION PLAT CONFORMS TO ALL REQUIREMENTS OF THE SUBDIVISION REGULATIONS OF THIS CITY WHEREIN MY APPROVAL IS REQUIRED.

CITY MAYOR DATE ATTEST: CITY SECRETARY DATE

I, THE UNDERSIGN CHAIRMAN OF THE PLANNING AND ZONING COMMISSION OF THE CITY OF EDINBURG, TEXAS HEREBY CERTIFY THAT THIS SUBDIVISION PLAT CONFORMS TO ALL REQUIREMENTS OF THE SUBDIVISIONS REGULATIONS OF THE CITY WHEREIN MY APPROVAL IS REQUIRED.

PLANNING AND ZONING COMMISSION CHAIRMAN DATE

METES AND BOUNDS DESCRIPTION

THE WEST 3 ACRES OF THE SOUTH 20 ACRES OF LOT SIX (6), BLOCK 60 (SIXTY), ALAMO LAND AND SUGAR COMPANY SUBDIVISION, HIDALGO COUNTY, TEXAS, AS PER MAP RECORDED IN VOLUME 1, PAGE 24-25, MAP RECORDS OF HIDALGO COUNTY, TEXAS, SAID 3 ACRE TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING AT A PK-NAIL SET AT THE SOUTHWEST CORNER OF LOT 6, BLOCK 60, FOR THE SOUTHWEST CORNER OF THIS TRACT OF LAND AND THE POINT OF BEGINNING;

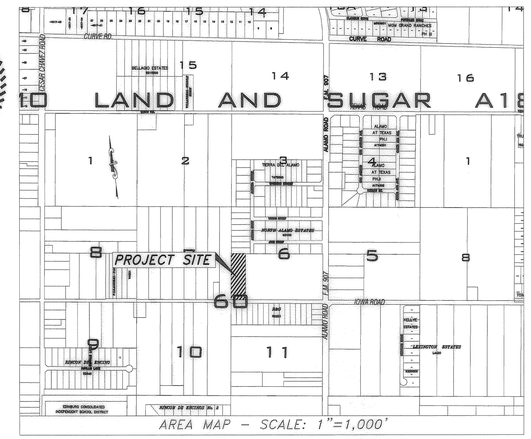
THENCE NORTH 08°45'00" EAST, WITH THE WEST LINE OF SAID LOT 6, AT 20.00 FEET PASS A ½" ROD FOUND AT THE NORTH RIGHT-OF-WAY LINE OF IOWA ROAD, AT 660.00 FEET IN ALL TO A ½" ROD FOUND FOR THE NORTHWEST CORNER OF THIS TRACT OF LAND;

THENCE SOUTH 81°15'00" EAST, A DISTANCE OF 198.00 FEET TO A ½" ROD SET FOR THE NORTHEAST CORNER OF THIS TRACT OF LAND;

THENCE SOUTH 08°45'00" WEST, AT 640.00 FEET PASS A ½" ROD SET AT THE NORTH RIGHT-OF-WAY LINE OF SAID IOWA ROAD, AT 660.00 FEET IN ALL TO THE SOUTH LINE OF SAID LOT 6 TO A PK-NAIL SET FOR THE SOUTHEAST CORNER OF THIS TRACT OF LAND;

THENCE NORTH 81°15'00" WEST, WITH THE SOUTH LINE OF SAID LOT 6, A DISTANCE OF 198.00 FEET TO THE POINT OF BEGINNING, CONTAINING 3.0 ACRES OF LAND MORE OR LESS.

LOCATION OF SUBDIVISION WITH RESPECT TO THE EXTRATERRITORIAL JURISDICTION OF A MUNICIPALITY:
EVG Farms SUBDIVISION, IS LOCATED WITHIN HIDALGO COUNTY PRECINCT No. 4 IN THE CENTRAL PART OF HIDALGO COUNTY; ALONG THE NORTH SIDE OF IOWA ROAD APPROXIMATELY 1,122 FEET WEST OF ALAMO ROAD; THE ONLY NEARBY MUNICIPALITY IS THE CITY OF EDINBURG, ACCORDING TO THE U.S. CENSUS BUREAU, THE POPULATION IS 72,424 – 2010 CENSUS. EVG Farms SUBDIVISION, LIES APPROXIMATELY 4,200 FEET (0.80 MILES) FROM EDINBURG'S CITY LIMITS AND IS WITHIN THE CITY'S 2-MILE EXTRATERRITORIAL JURISDICTION (ETJ) UNDER LOCAL GOVERNMENT CODE § 42.021.



AREA MAP – SCALE: 1"=1,000'

SUBDIVISION PLAT OF
EVG Farms

THE WEST 3 ACRES OF THE SOUTH 20 ACRES OF LOT SIX (6), BLOCK 60 (SIXTY), ALAMO LAND AND SUGAR COMPANY SUBDIVISION, HIDALGO COUNTY, TEXAS, AS PER MAP RECORDED IN VOLUME 1, PAGE 24-25, MAP RECORDS OF HIDALGO COUNTY, TEXAS.

INDEX OF SHEETS

SHEET 1	PLAT WITH LOT, EXISTING STREETS, EXISTING R.O.W.; AREA MAP; DESCRIPTION OF LOCATION OF SUBDIVISION WITH RESPECT TO THE ETJ OF A MUNICIPALITY AND DESIGNATE THE PRECINCT THE PROJECT IS SITUATED; PRINCIPAL CONTACTS; HEADING; LEGAL DESCRIPTION (METES AND BOUNDS); PLAT NOTES AND RESTRICTIONS; OWNERS' ACKNOWLEDGMENT; N.A.W.S.C. EASEMENT; AND THE FOLLOWING CERTIFICATES: PUBLIC NOTARY, COUNTY PLAT APPROVAL, H.C.D.D. No. 1, HIDALGO COUNTY IRRIGATION DISTRICT No. 2, SURVEYOR'S, ENGINEER'S, H.C.H.D., CITY OF EDINBURG P&Z, AND CITY OF EDINBURG STAFF.
SHEET 2	UTILITY LAYOUT: WATER AND SANITARY SEWER SYSTEMS, TOPOGRAPHY & DRAINAGE LAYOUT, DRAINAGE REPORT; ENGINEER'S CERTIFICATION

PRINCIPAL CONTACTS:

NAME			ADDRESS	PHONE(S)
OWNER:	EDGAR E. GONZALEZ		2219 S. CESAR CHAVEZ RD EDINBURG, TX 78542	(956) 325-7777
ENGINEER:	INEZ B. GARZA JR.	P.E.	3011 SAN FELIPE ST. – SAN JUAN, TX 78589	(956) 905-2360 (956) 451-4729
SURVEYOR:	JOSE MARIO GONZALEZ	R.P.L.S.	24593 FM 88 – MONTE ALTO, TX 78538	(956) 380-5154 (956) 380-5156

FILED RECORDED IN
HIDALGO COUNTY
ARTURO GUAJARDO, JR.
HIDALGO COUNTY CLERK
ON: _____ AT _____ AM/PM

AS INSTRUMENT NUMBER: _____
OF THE MAP RECORDS OF HIDALGO COUNTY, TEXAS

BY: _____ DEPUTY CLERK.

DATE OF PREPARATION: MAY 8, 2015

GARZA-GARZA CONSULTING ENGINEERS
FIRM REGISTRATION No. F-004983
3011 SAN FELIPE ST. - SAN JUAN, TX 78589
OFFICE: (956) 905-2360
CELL: (956) 451-4729

DRAINAGE STATEMENT
REVISED JANUARY 19, 2015
PREPARED BY: INEZ B. GARZA JR., P.E.
EVG Farms SUBDIVISION.
CITY OF EDINBURG E.T.J.
HIDALGO COUNTY, TEXAS

EVG Farms SUBDIVISION IS A (1) ONE LOT SINGLE-FAMILY RESIDENTIAL SUBDIVISION CONSISTING OF THE WEST 3 ACRES OF THE SOUTH 20 ACRES OF LOT SIX (6), BLOCK 60 (SIXTY), ALAMO LAND AND SUGAR COMPANY SUBDIVISION, HIDALGO COUNTY, TEXAS, AS PER MAP RECORDED IN VOLUME 1, PAGE 24-25, MAP RECORDS OF HIDALGO COUNTY, TEXAS.

THE SUBDIVISION IS IN ZONE "B", ZONE "B" IS DEFINED AS AREAS BETWEEN LIMITS OF THE 100-YEAR FLOOD AND 500-YEAR FLOOD; OR CERTAIN AREAS SUBJECT TO 100-YEAR FLOODING WITH AVERAGE DEPTHS LESS THAN ONE (1) FOOT OR WHERE THE CONTRIBUTING DRAINAGE AREA IS LESS THAN ONE SQUARE MILE; OR AREAS PROTECTED BY LEVEES FROM THE BASE FLOOD, ACCORDING TO FEMA'S FLOOD INSURANCE RATE MAP COMMUNITY PANEL No. 480334 0425 C, MAP REVISED NOVEMBER 16, 1982.

ACCORDING TO THE SOIL SURVEY REPORT PREPARED FOR HIDALGO COUNTY BY THE U.S.D.A. SOIL CONSERVATION SERVICE, THE SITE CONSISTS OF HIDALGO SANDY CLAY LOAM (2B) AND RACOMBES SANDY CLAY LOAM (48) WITH 0 TO 1 % SLOPES. THESE SOILS ARE MODERATELY WELL-DRAINED TO WELL-DRAINED, SURFACE RUNOFF IS MODERATE, PERMEABILITY IS MODERATE TO HIGH, AND THE WATER CAPACITY IS HIGH.

THERE IS NO ROADSIDE DITCH ON FRONT OF THIS PROPERTY ALONG THE NORTH SIDE OF IOWA ROAD. EXISTING RUNOFF SHEET FLOWS IN A SOUTHEASTERLY DIRECTION TO A ROADSIDE DITCH ALONG THE SOUTH SIDE OF IOWA ROAD AND THEN FLOWS EASTERLY TO ALAMO ROAD ROADSIDE DITCH, APPROXIMATELY 1,100 FEET FROM THIS PROPERTY. STORM WATER IS THEN CONVEYED TO THE SOUTH MAIN DRAIN, MAIN FLOODWATER CHANNEL, AND TO A FINAL OUTFALL AT THE LAGUNA MADRE.

USING THE RATIONAL METHOD, WE HAVE DETERMINED THAT A 10-YEAR RAINFALL EVENT WILL GENERATE APPROXIMATELY 3.14 CFS OF STORM RUNOFF ON THIS PROPERTY. WE HAVE ALSO USED THE RATIONAL METHOD TO DETERMINE THAT THE IMPROVED SUBDIVISION WILL GENERATE AN ESTIMATED 4.42 CFS OF RUNOFF FOR THE SAME 10-YEAR RAINFALL EVENT.

IN ACCORDANCE WITH HIDALGO COUNTY'S AND CITY OF EDINBURG'S DRAINAGE REQUIREMENTS, WE HAVE CALCULATED THAT APPROXIMATELY 1,652 CF OR 0.038 AC-FT OF STORM RUNOFF WILL NEED TO BE DETAINED ONSITE. THIS RUNOFF WILL BE DETAINED WITHIN DEPRESSED / GREEN AREAS OF PROPOSED LARGE LOT. OVERFLOW WILL BE RELEASED TO FOLLOW THE NATURAL DRAINAGE PATTERNS OF THE AREA. A DRAINAGE PLAN BY THE PROPOSED SUBDIVISION WILL BE SUBMITTED FOR APPROVAL BY THE CITY OF EDINBURG AND/OR BY HIDALGO COUNTY PLANNING DEPARTMENT BEFORE ISSUANCE OF A BUILDING PERMIT FOR THIS LOT.

BY MY SIGNATURE BELOW, I CERTIFY THAT THIS SUBDIVISION LIES IN ZONE "B"; ZONE "B" IS DEFINED AS AREAS BETWEEN LIMITS OF THE 100-YEAR FLOOD AND 500-YEAR FLOOD; OR CERTAIN AREAS SUBJECT TO 100-YEAR FLOODING WITH AVERAGE DEPTHS LESS THAN ONE (1) FOOT OR WHERE THE CONTRIBUTING DRAINAGE AREA IS LESS THAN ONE SQUARE MILE; OR AREAS PROTECTED BY LEVEES FROM THE BASE FLOOD, ACCORDING TO FEMA'S FLOOD INSURANCE RATE MAP COMMUNITY PANEL No. 480334 0425 C, MAP REVISED NOVEMBER 16, 1982.

INEZ B. GARZA JR., P.E.
REG. PROFESSIONAL ENGINEER NO. 60824

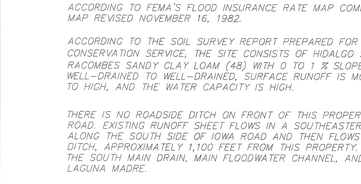
5/8/15
DATE

STATE OF TEXAS
INEZ B. GARZA JR.
60824
REGISTERED
PROFESSIONAL ENGINEER

LEGEND

- ● – FOUND 1/2" IRON ROD
- ◉ – FOUND 5/8" IRON ROD
- ▣ – FOUND RAIL ROAD SPIKE
- ○ – SET 1/2" IRON ROD
- ◇ – SET PK NAIL
- ▲ – FOUND CPS
- ⌀ – POWER POLE
- ☎ – TELEPHONE PEDESTAL
- E – ELECTRICAL BOX
- W – WATER METER
- ⊙ – IRRIGATION STAND PIPE
- ▯ – MAIL BOX
- -x-x- – FENCE
- –<~~– – DRAINAGE NATURAL FLOW

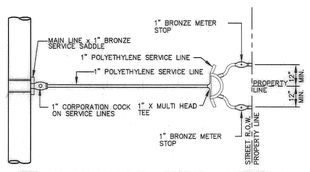
ELEVATIONS
- – NATURAL GROUND
- – EDGE OF PAVEMENT (TOP)
- – TOP OF ASPHALT



GENERAL NOTES :

1. DRAWINGS INDICATE COPPER SERVICE LINES.
2. FOR P.V.C. SERVICE LINES REFER TO SMALLER TYPE NOTES.
3. ALL COMPRESSION OR PACK TYPE FITTINGS & JOINTS REQUIRE STAINLESS STEEL INSERTS OF REQUIRED SIZE.
4. WATER SERVICE CONNECTIONS CROSSING A STREET SHALL BE ENCASED IN A 2" P.V.C. SCH40 CASING. LENGTH OF CASING SHALL BE WIDTH OF STREET PLUS 10.0 FEET.

TYPICAL WATER SERVICE CONNECTIONS
NOT TO SCALE



TYPICAL DUAL WATER SERVICE CONNECTION
NOT TO SCALE

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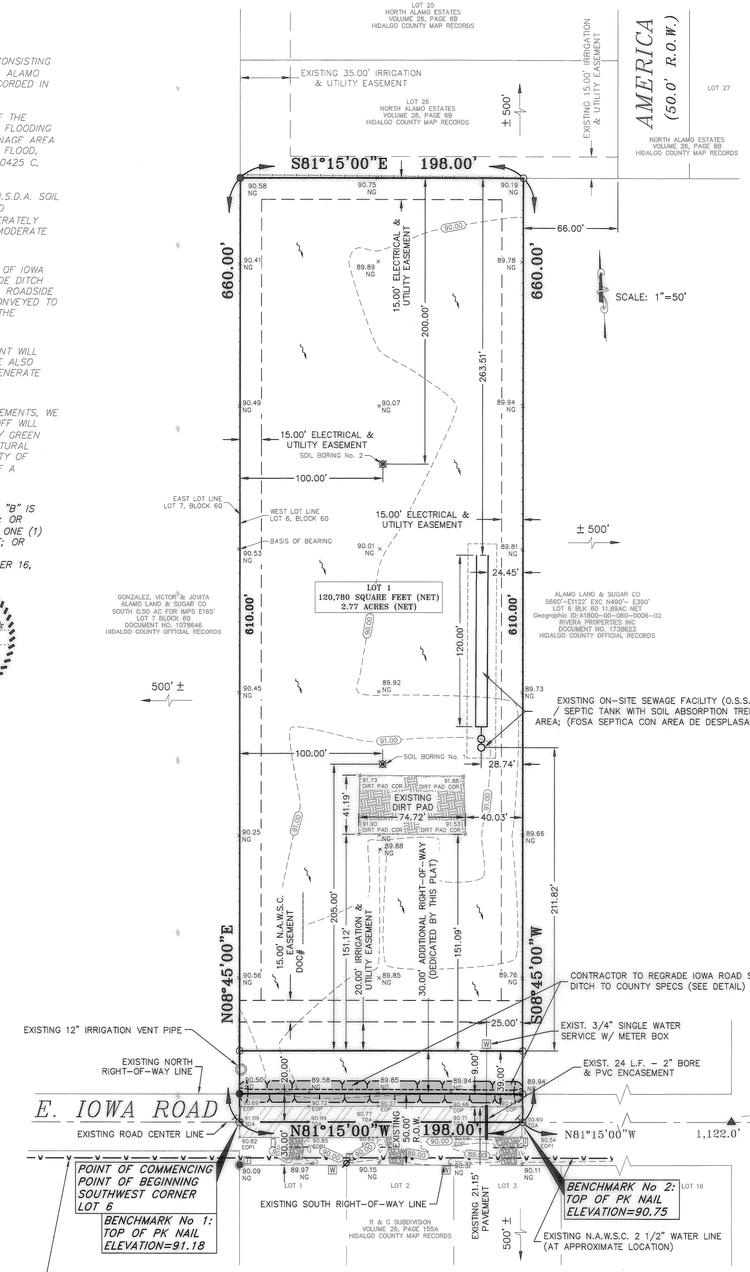
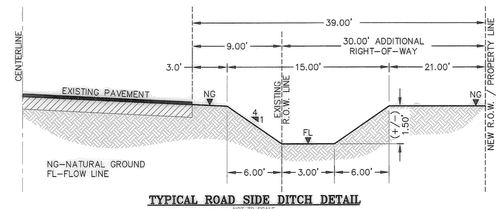


MAP OF WATER DISTRIBUTION, O.S.S.F., TOPOGRAPHY & DRAINAGE PLAN



TYPICAL ROAD SIDE DITCH DETAIL
NOT TO SCALE

FILED RECORDED IN
HIDALGO COUNTY
ARTURO GUAJARDO, JR.
HIDALGO COUNTY CLERK
ON: _____ AT _____ AM/PM

AS INSTRUMENT NUMBER: _____
OF THE MAP RECORDS OF HIDALGO COUNTY, TEXAS

BY: _____ DEPUTY CLERK.

PRINCIPAL CONTACTS:

	NAME		ADDRESS	PHONE(S)
OWNER:	EDGAR E. GONZALEZ		2219 S. CESAR CHAVEZ RD EDINBURG, TX 78542	(956) 325-7777
ENGINEER:	INEZ B. GARZA JR.	P.E.	3011 SAN FELIPE ST. - SAN JUAN, TX 78589	(956) 905-2360 (956) 451-4729
SURVEYOR:	JOSE MARIO GONZALEZ	R.P.L.S.	24593 FM 88 - MONTE ALTO, TX 78538	(956) 380-5154 (956) 380-5156

FINAL ENGINEERING REPORT FOR EVG Farms SUBDIVISION

WATER SUPPLY: DESCRIPTION, COSTS, AND OPERABILITY DATE

EVG Farms SUBDIVISION WILL BE PROVIDED WITH POTABLE WATER BY NORTH ALAMO WATER SUPPLY CORPORATION ("NAWSC"). THE SUBDIVIDER, AND NAWSC HAVE ENTERED INTO A CONTRACT IN WHICH NAWSC HAS PROMISED TO RESERVE A WATER METER FOR THIS LOT AND TO PROVIDE SUFFICIENT WATER TO THIS SUBDIVISION FOR AT LEAST 30 YEARS AND NAWSC HAS PROVIDED DOCUMENTATION TO SUFFICIENTLY ESTABLISH THE LONG TERM QUANTITY AND QUALITY OF THE AVAILABLE WATER SUPPLIES TO SERVE THE FULL DEVELOPMENT OF EVG Farms SUBDIVISION. N.A.W.S.C. HAS AN EXISTING 2 1/2" (INCH) WATER LINE ON THE SOUTH SIDE OF IOWA ROAD. THIS LOT WILL BE SERVICED BY (1) 3/4" (INCH) DIAMETER SERVICE LINE GOING INTO THE METER BOX, TOTALING (1) METER. THE SUBDIVIDER HAS PAID A TOTAL OF $ 1,600.00 OR $ 1,600.00 PER LOT FOR THE CONSTRUCTION OF THE AFOREMENTIONED WATER DISTRIBUTION SYSTEM, WHICH IT HAS BEEN INSTALLED. IN ADDITION, THE SUBDIVIDER HAS PAID "N.A.W.S.C." A TOTAL OF $ 1,375.00, OR $ 1,375.00 PER LOT, AS STATED IN THE 30 YEAR WATER SERVICE AGREEMENT, WHICH COVERS THE COSTS OF WATER RIGHTS, WATER METERS, METER BOXES, WATER SUPPLY FEES, AND ALL OTHER FEES ASSOCIATED WITH WATER SUPPLY. THE ENTIRE WATER FACILITIES HAVE BEEN APPROVED AND ACCEPTED BY N.A.W.S.C. AND SAID DISTRIBUTION SYSTEM IS OPERABLE AS OF THE DATE OF THE RECORDING OF THE PLAT.

SEWER FACILITIES: DESCRIPTION, COSTS, AND OPERABILITY DATE

SEWAGE FOR EVG Farms SUBDIVISION WILL BE TREATED BY INDIVIDUAL ON-SITE SEWAGE FACILITY ("OSSF") CONSISTING OF STANDARD DESIGN DUAL COMPARTMENT SEPTIC TANKS AND DRAIN FIELDS ON THIS LOT. THE UNDERSIGNED PROFESSIONAL ENGINEER HAS EVALUATED THE SUITABILITY OF THE SUBDIVISION SITE FOR OSSF AND SUBMITTED A REPORT CONCLUDING THAT THE SITE IS SUITABLE FOR OSSF. THE REPORT WAS REVIEWED AND APPROVED BY THE HIDALGO COUNTY HEALTH DEPARTMENT. THIS LOT HAS ADEQUATE AREA FOR A REPLACEMENT DRAINFIELD.

THE SEPTIC TANK SYSTEMS FOR THIS LOT HAS BEEN INSTALLED AS OF THE TIME OF APPLICATION FOR FINAL PLAT APPROVAL. THE SUBDIVIDER HAS PAID A TOTAL OF $ 1,200.00 OR $ 1,200.00 PER LOT FOR THE SEPTIC TANK SYSTEM. THE PRICE IS INCLUDING THE COSTS FOR THE REQUIRED PERMITS AND LICENSES. THE SUBDIVIDER WILL INCLUDE THE COST OF A SEPTIC TANK SYSTEM IN THE SALE PRICE OF THE LOT.

CERTIFICATION:

BY MY SIGNATURE BELOW, I CERTIFY THAT THE WATER AND SEWAGE SERVICE FACILITIES DESCRIBED ABOVE ARE IN COMPLIANCE WITH THE MODEL SUBDIVISION RULES ADOPTED UNDER SECTION 16.343, WATER CODE.

I CERTIFY THAT THE ACTUAL COSTS FOR THE INSTALLED WATER AND ON-SITE SEWAGE FACILITIES, DISCUSSED ABOVE, ARE AS FOLLOWS:

WATER FACILITY: THESE FACILITIES ARE FULLY CONSTRUCTED, INCLUDING WATER METERS AND WATER METER BOXES. THE TOTAL COST FOR THIS WATER SYSTEM INCLUDING ALL N.A.W.S.C. FEES WAS $ 2,975.00, FOR THE ENTIRE SUBDIVISION, WHICH EQUALS TO $ 2,975.00 PER LOT.

SEWAGE FACILITIES: SEPTIC TANK SYSTEM ARE FULLY CONSTRUCTED AND THE TOTAL COST WAS $ 1,200.00 FOR THE ENTIRE SUBDIVISION, WHICH EQUALS TO $ 1,200.00 PER LOT (ALL INCLUSIVE).

INEZ B. GARZA JR., P.E.
REG. PROFESSIONAL ENGINEER NO. 60824

5/8/15
DATE

STATE OF TEXAS
INEZ B. GARZA JR.
60824
REGISTERED
PROFESSIONAL ENGINEER

COST OF IMPROVEMENTS	
ROADSIDE DITCH CONSTRUCTION	$ 500.00
WATER SERVICE INSTALLATION W/FEES	$ 2,975.00
SEPTIC TANK SYSTEM	$ 1,200.00
TOTAL	$ 4,675.00

THESE LOTS IN THIS PROPOSED SUBDIVISION ARE AT LEAST 1/2 ACRE IN SIZE. THE NATURAL RESOURCE CONSERVATION SERVICE SOIL SURVEY BOOK INDICATED A CLAY LOAM SOIL. AT LEAST TWO SOIL EXCAVATIONS WERE PERFORMED ON THE SITE, AT OPPOSITE ENDS OF THE PROPOSED DISPOSAL AREA. (ADDITIONAL BORINGS WERE UNNECESSARY BECAUSE THE SOILS ARE VERY UNIFORM WITHIN THIS LIMITES AREA). THE SOIL IS A UNIFORM SANDY EXTENDING UP TO 36" BELOW THE BOTTOM OF ANY PROPOSED EXCAVATIONS. THERE IS NO INDICATION OF GROUNDWATER OR A RESTRICTIVE LAYER WITHIN 24" OF BOTTOM OF THE PROPOSED EXCAVATIONS. THE SUBDIVISION DRAINS WELL.

CADA SOLAR MIDE POR LO MENOS MEDIO ACRE. SE HICIERON POR LO MENOS DOS ESCAVACIONES EN LUGARES OPUESTOS EN LA SUBDIVISION (ESCAVACIONES ADICIONALES NO FUERON NECESARIAS PORQUE EL TERRENO EN ESTA AREA ES SIGNIFICANTEMENTE UNIFORME). EL TERRENO ES UNIFORME (TERRENO ARCILLOS Y SUELOS LABRADOS) Y SE EXTIENDE A 36 ' PULGADAS BAJO TODAS LAS EXCAVACIONES PROPUESTAS. NO EXISTE EVIDENCIA DE AGUA 24 PULGADAS MAS ARRIBA DE LO MAS BAJO DE LAS EXCAVACIONES PROPUESTAS. EL AGUA EN ESTA AREA FLUYE BIEN.

SOIL EVALUATION REPORT INFORMATION

SOIL BORING NUMBER: 1

DEPTH (FEET)	TEXTURE CLASS	SOIL TEXTURE	STRUCTURE (FOR CLASS III (BLOCKY, PLATY OR MASSIVE)	DRAINAGE (MOTTLES/ WATER TABLE)	RESTRICTIVE HORIZON	OBSERVATIONS
1	II	SANDY LOAM	N/A	NONE	NONE	SOIL SUITABLE FOR O.S.S.F.
2	II	SANDY LOAM	N/A	NONE	NONE	SOIL SUITABLE FOR O.S.S.F.
3	II	SANDY LOAM	N/A	NONE	NONE	SOIL SUITABLE FOR O.S.S.F.
4	II	SANDY LOAM	N/A	NONE	NONE	SOIL SUITABLE FOR O.S.S.F.
5	II	SANDY LOAM	N/A	NONE	NONE	SOIL SUITABLE FOR O.S.S.F.

SOIL EVALUATION REPORT INFORMATION

SOIL BORING NUMBER: 2

DEPTH (FEET)	TEXTURE CLASS	SOIL TEXTURE	STRUCTURE (FOR CLASS III (BLOCKY, PLATY OR MASSIVE)	DRAINAGE (MOTTLES/ WATER TABLE)	RESTRICTIVE HORIZON	OBSERVATIONS
1	II	SANDY LOAM	N/A	NONE	NONE	SOIL SUITABLE FOR O.S.S.F.
2	II	SANDY LOAM	N/A	NONE	NONE	SOIL SUITABLE FOR O.S.S.F.
3	II	SANDY LOAM	N/A	NONE	NONE	SOIL SUITABLE FOR O.S.S.F.
4	II	SANDY LOAM	N/A	NONE	NONE	SOIL SUITABLE FOR O.S.S.F.
5	II	SANDY LOAM	N/A	NONE	NONE	SOIL SUITABLE FOR O.S.S.F.

SUBDIVIDER CERTIFICATION:

BY COMPLETING THE IMPROVEMENTS DESCRIBED ON THE PLAT, SUBDIVIDER WILL COMPLY WITH MINIMUM STATE STANDARDS AND THAT (a) WATER QUALITY AND CONNECTIONS INCLUDING WATER METERS TO THE LOTS MEET SUCH STANDARDS AND (b) SEWER CONNECTIONS TO THE LOTS OR SEPTIC TANKS MEET OR WILL MEET SUCH STANDARDS AND WILL BE CONSTRUCTED IN ACCORDANCE WITH STATE AND COUNTY REGULATIONS.

SUBDIVIDER STATEMENT:

WE, EDGAR E. GONZALEZ SUBDIVIDER(S) OF EVG Farms SUBDIVISION HEREBY CERTIFY SEWER PERMITS HAVE BEEN PAID AND ARE ON FILE WITH THE HIDALGO COUNTY HEALTH DEPARTMENT AND THAT AN ADEQUATE DRINKING WATER SOURCE IS IMMEDIATELY AVAILABLE TO EACH LOT OF THE TYPE, QUALITY & QUANTITY TO ENABLE EACH PERSON PURCHASING A LOT TO HAVE ADEQUATE WATER TO COMPLY WITH THE REGULATIONS AND THE LAWS OF THE STATE AS REQUIRED BY STATE AND COUNTY REGULATIONS.

EDGAR E. GONZALEZ
2219 S. CESAR CHAVEZ RD
EDINBURG, TX 78542

BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC, ON THIS DAY PERSONALLY APPEARED EDGAR E. GONZALEZ PROVED TO ME THROUGH HIS/HER/THEIR TEXAS DEPARTMENT OF PUBLIC SAFETY DRIVER LICENSE(S) TO BE THE PERSON(S) WHOSE NAME(S) ARE SUBSCRIBED TO THE FOREGOING INSTRUMENT, WHO, BEING BY ME FIRST DULY SWORN, DECLARED THAT THE STATEMENTS THEREIN ARE TRUE AND CORRECT AND ACKNOWLEDGED THAT THEY EXECUTED THE SAME FOR THE PURPOSED AND CONSIDERATION THEREBY EXPRESSED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS 8th DAY OF May, 2015.

Merelda Gonz
NOTARY PUBLIC MY COMMISSION EXPIRES

MERELDA GONZALEZ
Notary Public, State of Texas
My Commission Expires
November 22, 2015

REPORTE FINAL DE INGENIERIA PARA LA SUBDIVISION "EVG Farms SUBDIVISION"

PROVISION DE AGUA: DESCRIPCION, GASTOS Y FECHA DE INICIO

LA SUBDIVISION "EVG Farms SUBDIVISION" RECIBIRA SU PROVISION DE AGUA DE "NORTH ALAMO WATER SUPPLY CORPORATION" (LA COMPANIA DE AGUA NAWSC) ("NAWSC"). EL DUEÑO DE LA SUBDIVISION Y LA COMPANIA NAWSC HAN FIRMADO UN CONTRATO DONDE NAWSC HA PROMETIDO A RESERVAR UN MEDIDOR DE AGUA PARA CADA SOLAR, POR EL CUAL LA SUBDIVISION RECIBIRA SU PROVISION DE AGUA POR LOS PROXIMOS 30 AÑOS. NAWSC HA PRESENTADO DOCUMENTACION DEMONSTRANDO A LARGO PLAZO LA CANTIDAD Y CALIDAD DE AGUA ACCESSIBLE PARA SERVIR EN EL FUTURO A ESTE DESARROLLO DE EVG Farms SUBDIVISION. N.A.W.S.C. TIENE UNA LINEA DE AGUA DE 2 1/2" (PULGADAS) DE DIAMETRO EN EL LADO SUR DE LA CALLE "IOWA". ESTE SOLAR SERA SERVIDO POR (1) SERVICIO SINGULAR DE 3/4" (PULGADAS) DE DIAMETRO CONECTANDO ALA CAJA DEL MEDIDOR, CON UN TOTAL DE (1) MEDIDOR. EL SUBDIVIDOR A PAGADO UNA CANTIDAD TOTAL DE $1,600.00 O $1,600.00 POR SOLAR, PARA LA CONSTRUCCION DE TODO EL SISTEMA DE AGUA YA MENCIONADO. EL SERVICIO DE AGUA CON LA CAJA DE MEDIDOR YA HAN SIDO INSTALADAS. EL SUBDIVIDOR TAMBIEN HA PAGADO HA "NAWSC" UNA SUMA DE $ 1,375.00 TOTAL, $ 1,375.00 POR SOLAR, COMO LO INDICA EL CONTRATO DE GARANTIA DE SERVICIO DE AGUA POR 30 AÑOS DE NAWSC, QUE INCLUYE LOS COSTOS DE DERECHOS DE AGUA, LOS MEDIDORES DE AGUA, LAS CAJAS PARA LOS MEDIDORES, CUOTAS DE SERVICIO DE AGUA, Y CUALQUIER OTRO TIPO DE CUOTAS RELACCIONADAS CON EL SERVICIO DE AGUA. TODO EL SISTEMA DE SERVICIO DE AGUA HA SIDO APROBADO Y ACEPTADO POR "NAWSC" Y TAMBIEN, EL SISTEMA DE DISTRIBUCION DE AGUA ESTA FUNCIONANDO DESDE LA FECHA QUE ESTE MAPA O "PLAT" FUE REGISTRADO.

DRENAJE: DESCRIPCION, GASTOS Y FECHA DE INICIO

EL SISTEMA DE DRENAJE PARA EVG Farms SUBDIVISION ES DE FOSAS SEPTICAS EN CADA SOLAR. CADA SISTEMA DE FOSA SEPTICA CONSISTE DE UN TANQUE SEPTICO DE MODELO DUAL Y DE UN CAMPO DE DRENAJE PARA ESTE SOLAR. EL INGENIERO AUTOR DE ESTE DOCUMENTO HA EVALUADO EL AREA DONDE SE ENCUENTRA LA SUBDIVISION Y HA PREPARADO UN REPORTE QUE CONCLUYE QUE ESTE TERRENO ES ADECUADO PARA ESTAS FOSAS SEPTICAS ("OSSF"). EL REPORTE FUE APROBADO POR EL DEPARTAMENTO DE SALUBRIDAD DEL CONDADO DE HIDALGO (HIDALGO COUNTY HEALTH DEPARTMENT) SEGUN EL REPORTE ESTE SOLAR TIENE SUFICIENTE AREA PARA REMPLACAMIENTO DEL CAMPO DE DRENAJE.

EL SISTEMA SEPTICO PARA TODOS LOS SOLARES HAN SIDO INSTALADOS ANTES DEL TIEMPO DE APLICASION PARA APPROVASION FINAL DEL "PLAT". EL SUBDIVIDOR A PAGADO UNA CANTIDAD TOTAL DE $ 1,200.00 O $1,200.00 POR CADA SOLAR PARA LA INSTALACION DE EL SISTEMA SEPTICO. ESTE PRECIO YA INCLUYE LOS PERMISOS REQUERIDOS Y LICENSIAS. EL SUBDIVIDOR INCLUIRA EL COSTO DEL SISTEMA DE FOSA SEPTICA EN EL PRECIO DE VENTA DEL SOLAR.

CERTIFICACION:

CON MI FIRMA, CERTIFICO QUE LOS SERVICIOS Y SISTEMAS DE AGUA Y DE DRENAJE, DESCRITOS EN ESTE DOCUMENTO, CUMPLEN CON LAS MODEL SUBDIVISION RULES (LAS REGLAS GOBERNANDO A LAS SUBDIVISIONES), ADOPTADAS EN LA SECCION 16.343 DEL TEXAS WATER CODE (CODIGO DE AGUA DE TEXAS).

CERTIFICO QUE LOS GASTOS DE INSTALACION DE LOS SISTEMAS DE AGUA Y DE DRENAJE FUERON:

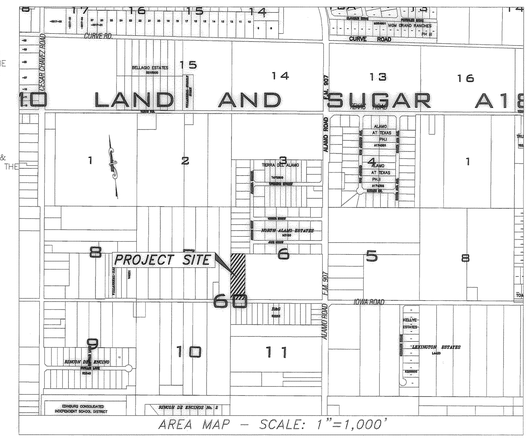
AGUA: EL SISTEMA/SERVICIO DE AGUA FUE INSTALADO Y COMPLETAMENTE CONSTRUIDO, INCLUYENDO LA INSTALACION DEL MEDIDOR DE AGUA CON CAJA. EL COSTO PARA ESTE SISTEMA INCLUYENDO TODAS LAS CUOTAS DE N.A.W.S.C. FUE UN TOTAL DE $ 2,975.00 PARA TODA LA SUBDIVISION, QUE ES IGUAL HA $ 2,975.00 POR SOLAR.

DRENAJE: LOS SISTEMAS DE LAS FOSAS SEPTICAS TAMBIEN HAN SIDO INSTALADAS Y COMPLETAMENTE CONSTRUIDAS CON UN TOTAL DE $ 1,200.00 PARA TODA LA SUBDIVISION, QUE ES IGUAL A $ 1,200.00 POR SOLAR (TODO INCLUSO).

INEZ B. GARZA JR., P.E.
REG. PROFESSIONAL ENGINEER NO. 60824

5/8/15
DATE

STATE OF TEXAS
INEZ B. GARZA JR.
60824
REGISTERED
PROFESSIONAL ENGINEER



AREA MAP - SCALE: 1"=1,000'

SUBDIVISION PLAT OF
EVG Farms
THE WEST 3 ACRES OF THE SOUTH 20 ACRES OF LOT SIX (6), BLOCK 60 (SIXTY), ALAMO LAND AND SUGAR COMPANY SUBDIVISION, HIDALGO COUNTY, TEXAS, AS PER MAP RECORDED IN VOLUME 1, PAGE 24-25, MAP RECORDS OF HIDALGO COUNTY, TEXAS

RIO DELTA SURVEYING
24593 FM 88, MONTE ALTO, TX 78538
(TEL) 956-380-5154 (FAX) 956-380-5156
EMAIL: MARIO@RIODELTASURVEYING.COM
TBPLS FIRM # 10013900

DATE OF PREPARATION: MAY 8, 2015
GARZA-GARZA CONSULTING ENGINEERS
FIRM REGISTRATION No. F-004983
3011 SAN FELIPE ST. - SAN JUAN, TX 78589
OFFICE: (956) 905-2360
CELL: (956) 451-4729

AI-50130 **Precinct #1** **18. A.**

CC - REGULAR

Meeting Date: 06/23/2015

Submitted For: Comm. Cuellar, COMM. PCT. #1 **Submitted By:** Mari Gutierrez, COMM. PCT. #1

Department: COMM. PCT. #1

Information

CAPTION

Authorization and approval of name change as recommended by the LRGVDC-911

BACKGROUND

The LRGVDC 9-1-1 Department proposes that 28th and 29th Streets in Angela Subdivision, Weslaco, Texas be renamed to 22nd and 23rd Streets respectively to correct the street names in the area numerically from 22nd thru 29th Street.

Fiscal Impact

FISCAL YEAR: **ACCT. #:**

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

BUDGETARY IMPACT:

No Budgetary impact
street name change

Attachments

LRGVDC 911
email

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	06/17/2015 08:20 AM
Manuel Chapa	Manuel Chapa	06/19/2015 08:59 AM
Purchasing Department	Monica Badillo	06/19/2015 05:54 PM
Form Started By: Mari Gutierrez		Started On: 06/16/2015 03:34 PM
Final Approval Date: 06/19/2015		

Memorandum

To: **Commissioner A.C. Cuellar**

Cc: **Raul Lozano, Roy Gonzales**

From: **Raul Madero**

Date: **June 16, 2015**

Re: **Proposed Street Name Change**

As stated in the plat for Angela Subdivision, the names 28th Street and 29th Street are identified but are not in numerical sequence to the street names that follow. In fact, both are represented again proceeding south on Bridge Ave.

The LRGVDC 9-1-1 Department proposes that 28th and 29th Street be renamed to 22nd and 23rd Street respectively to correct the street names in this area numerically from 22nd thru 29th Street.

Since Angela Subdivision is not inside city limits, the 9-1-1 Department will canvas these streets to advise the residents of their new 9-1-1 Physical Addresses and coordinate the changes with Precinct 1, the Weslaco Post Office, and the Appraisal District.

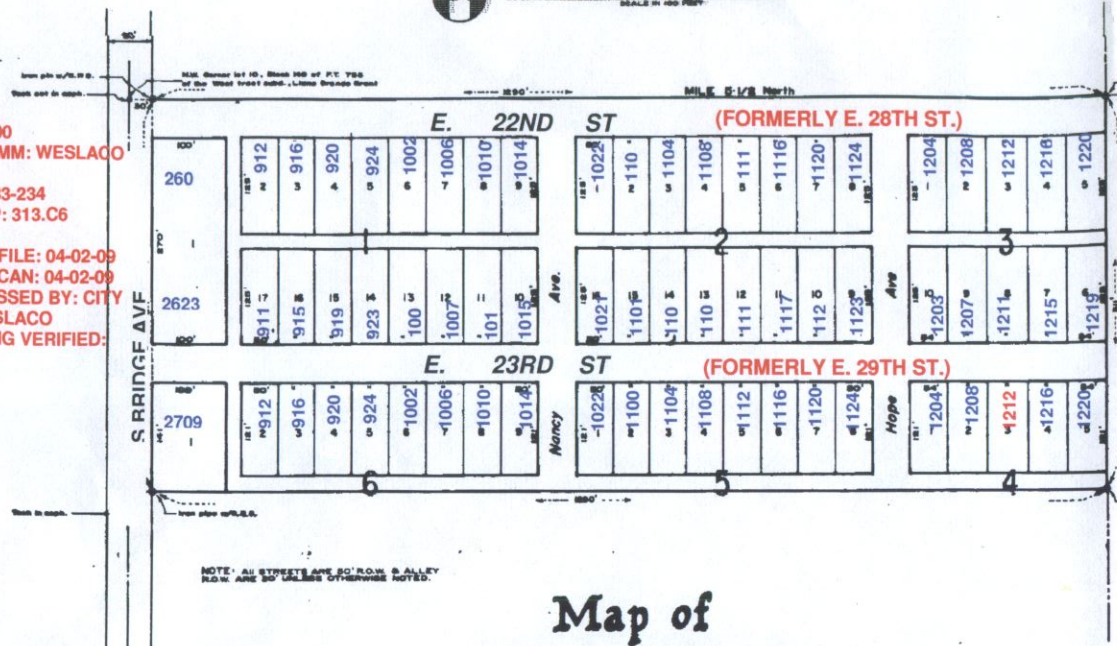
Please advise concurrence to proceed.

Thanks

Raul Madero rtmadero@sbcglobal.net

A5300-00
911 COMM: WESLACO
DEL:
ESN: 233-234
TX MAP: 313.C6
MSAG:
EXCEL FILE: 04-02-09
PLAT SCAN: 04-02-09
ADDRESSED BY: CITY OF WESLACO
MAPPING VERIFIED: 7/7/09

1127



NOTE: ALL STREETS ARE 80' R.O.W. & ALLEY R.O.W. ARE 20' UNLESS OTHERWISE NOTED.

Map of Angela Subdivision

BEING A SUBDIVISION OF THE NORTH 15.5 ACRES OF LOT 10, BLOCK 140 OUT OF FARM TRACK 758, WEST TRACK SUBDIVISION, LLANO GRANDE GRANT, HIDALGO COUNTY, TEXAS, BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINING AT A POINT FOR THE NORTHWEST CORNER OF THE ABOVE 15.5 ACRE TRACT OF LAND, SAID POINT BEING AT THE INTERSECTION OF MILE FOUR & ONE HALF (4-1/2) WEST AND THE NORTH LINE OF LOT 10 BLOCK 140, WEST TRACT SUBDIVISION OF SAID F.T. 758;

THENCE EAST FOR A DISTANCE OF 30' (feet) TO A POINT, SAID POINT BEING IN THE EAST R.O.W. LINE OF A DEDICATED 60' ROAD;

THENCE EAST FOR A DISTANCE OF 1320' (feet) TO A POINT, SAID POINT BEING THE NORTHEAST CORNER OF LOT 10 BLOCK 140 OF SAID F.T. 758 AND OF THIS SURVEY;

THENCE SOUTH FOR A DISTANCE OF 511' (feet) TO A POINT, SAID POINT BEING THE SOUTHEAST CORNER OF THIS SURVEY;

THENCE WEST FOR A DISTANCE OF 1320' (feet) TO A POINT, SAID POINT BEING IN SAID R.O.W. LINE OF A DEDICATED 60' ROAD;

THENCE WEST FOR A DISTANCE OF 30' (feet) TO A POINT, SAID POINT BEING IN THE WEST LINE OF SAID LOT 10 AND THE SOUTHWEST CORNER OF THIS SURVEY;

THENCE NORTH FOR A DISTANCE OF 511' (feet) TO THE POINT OF BEGINING AND CONTAINING 15.5 ACRES, MORE OR LESS.

Approved 12-28-71

FILED FOR RECORD THIS DATE
At 9:42 o'clock A M.
JAN 17 1972
SANTOS SALDANA
County Clerk, Hidalgo County, Texas
By Maria Portillo Deputy

State of Texas
County of Hidalgo

KNOW ALL MEN BY THESE PRESENTS:
THAT I (we) Jose Alonzo Valadez, OWNER (s) OF THE ABOVE DESCRIBED PROPERTY HAVE CAUSED THE SAME TO BE SUBDIVIDED INTO LOTS, STREETS AND ALLEYS AS SHOWN AT LEFT TO BE KNOWN AS ANGELA SUBDIVISION TO THE CITY OF WESLACO, TEXAS, AND DO HEREBY DEDICATE SAID STREETS AND ALLEYS INVOLVED TO THE PUBLIC USE FOREVER.

EXECUTED THIS 13th DAY OF December, 1971.

Jose Alonzo Valadez

SUBSCRIBED AND SWORN TO BEFORE ME THIS 13th DAY OF December, 1971.

Iris de la Garza
NOTARY PUBLIC, HIDALGO COUNTY, TEXAS

SEAL

THIS PLAT APPROVED BY THE CITY OF WESLACO PLANNING AND ZONING BOARD THIS 23 DAY OF Dec, 1971.

Elena Garza
CHAIRMAN

THIS PLAT APPROVED BY THE CITY COUNCIL OF THE CITY OF WESLACO, HIDALGO COUNTY, TEXAS THIS 21 DAY OF December, 1971.

Delbert L. Pair
MAYOR OF WESLACO, TEXAS

I, William R. Shea, Civil Engineer, do hereby certify that this is a true and accurate plat of lands as prepared under my direction.

Witness my hand and seal this 6th day of December 1971.

William R. Shea
WILLIAM R. SHEA R.E. NO. 24573

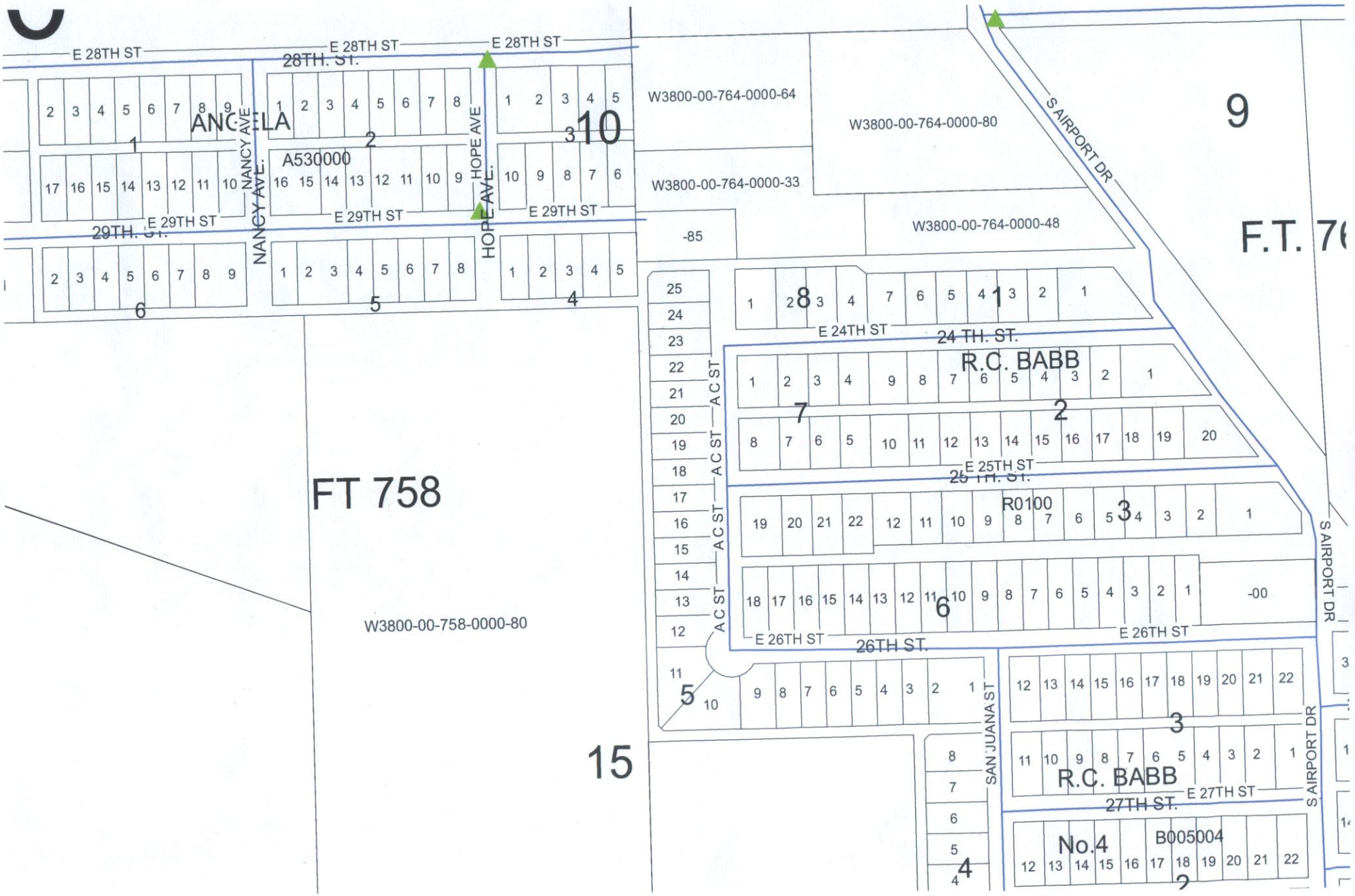
STATE OF TEXAS
WILLIAM R. SHEA
24573
REGISTERED PROFESSIONAL ENGINEER

Subscribed and sworn to before me by the said William R. Shea on this 6th day of December, 1971.

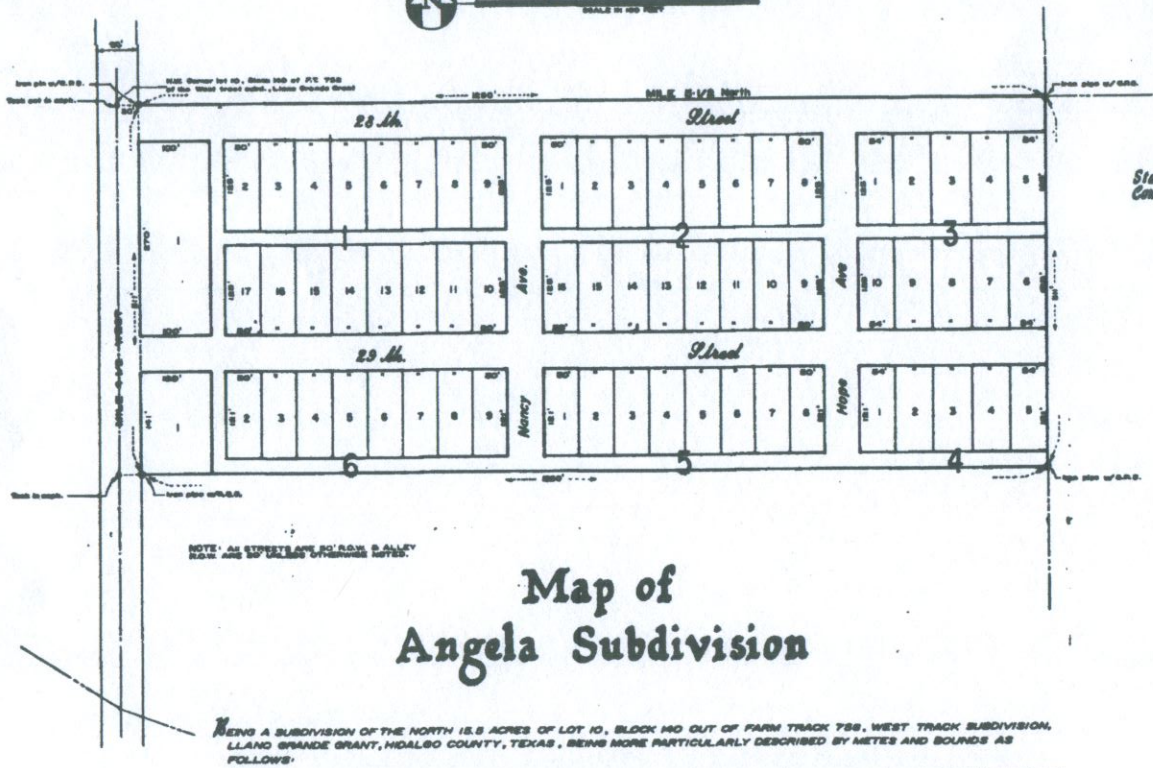
Barbara A. Pruski
Notary Public, Hidalgo Co., Texas.

APPROVED FOR RECORDING
BY
COMMISSIONERS' COURT,
This the 27th day of Dec., 19 71
SANTOS SALDANA, County Clerk
Hidalgo County, Texas
By Lourdes De La Cruz Deputy

APPROVED
FOR RECORDING
Hidalgo Co. Engr. & Road Dept.
By
Date 12-28-71


E 28TH ST
E 28TH ST
E 28TH ST
28TH. ST.
ANGELA
NANCY AVE.
HOPE AVE.
A530000
E 29TH ST
E 29TH ST
E 29TH ST
29TH. ST.
W3800-00-764-0000-64
W3800-00-764-0000-80
W3800-00-764-0000-33
W3800-00-764-0000-48
-85
S AIRPORT DR
9
F.T. 76
10
E 24TH ST
24 TH. ST.
R.C. BABB
E 25TH ST
25 TH. ST.
R0100
A C ST
E 26TH ST
26TH ST.
E 26TH ST
-00
FT 758
W3800-00-758-0000-80
15
SAN JUANA ST
R.C. BABB
E 27TH ST
27TH ST.
No.4
B005004

1127



NOTE: ALL STREETS ARE 80' R.O.W. & ALLEY R.O.W. ARE 20' UNLESS OTHERWISE NOTED.

Map of Angela Subdivision

BEING A SUBDIVISION OF THE NORTH 15.5 ACRES OF LOT 10, BLOCK 140 OUT OF FARM TRACK 758, WEST TRACK SUBDIVISION, LLANO GRANDE GRANT, HIDALGO COUNTY, TEXAS, BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT A POINT FOR THE NORTHWEST CORNER OF THE ABOVE 15.5 ACRE TRACT OF LAND, SAID POINT BEING AT THE INTERSECTION OF MILE FOUR & ONE HALF (4-1/2) WEST AND THE NORTH LINE OF LOT 10 BLOCK 140, WEST TRACT SUBDIVISION OF SAID F.T. 758;

THENCE: EAST FOR A DISTANCE OF 30' (feet) TO A POINT, SAID POINT BEING IN THE EAST R.O.W. LINE OF A DEDICATED 60' ROAD;

THENCE: EAST FOR A DISTANCE OF 1290' (feet) TO A POINT, SAID POINT BEING THE NORTHEAST CORNER OF LOT 10 BLOCK 140 OF SAID F.T. 758 AND OF THIS SURVEY;

THENCE: SOUTH FOR A DISTANCE OF 511' (feet) TO A POINT, SAID POINT BEING THE SOUTHEAST CORNER OF THIS SURVEY;

THENCE: WEST FOR A DISTANCE OF 1290' (feet) TO A POINT, SAID POINT BEING IN SAID R.O.W. LINE OF A DEDICATED 60' ROAD;

THENCE: WEST FOR A DISTANCE OF 30' (feet) TO A POINT, SAID POINT BEING IN THE WEST LINE OF SAID LOT 10 AND THE SOUTHWEST CORNER OF THIS SURVEY;

THENCE: NORTH FOR A DISTANCE OF 511' (feet) TO THE POINT OF BEGINNING AND CONTAINING 15.5 ACRES, MORE OR LESS.

Approved 28 12-28-71

FILED FOR RECORD THIS DATE
At 9:40 o'clock A M.
JAN 17 1972
SANTOS SALDANA
County Clerk, Hidalgo County, Texas
By Mona Martin Deputy

State of Texas
County of Hidalgo

KNOW ALL MEN BY THESE PRESENTS: THAT I (we) Jose Alaya Valadez, OWNER (s) OF THE ABOVE DESCRIBED PROPERTY HAVE CAUSED THE SAME TO BE SUBDIVIDED INTO LOTS, STREETS AND ALLEYS AS SHOWN AT LEFT TO BE KNOWN AS ANGELA SUBDIVISION TO THE CITY OF WESLACO, TEXAS, AND DO HEREBY DEDICATE SAID STREETS AND ALLEYS INVOLVED TO THE PUBLIC USE FOREVER.

ENDORSED THIS 13th DAY OF December, 1971.

Jose Alaya Valadez

SUBSCRIBED AND SWORN TO BEFORE ME THIS 13th DAY OF December, 1971.

Ofelia de la Garza
NOTARY PUBLIC, HIDALGO COUNTY, TEXAS

SEAL

THIS PLAT APPROVED BY THE CITY OF WESLACO PLANNING AND ZONING BOARD THIS 23 DAY OF Dec., 1971.

Elena Longoria
SECRETARY

THIS PLAT APPROVED BY THE CITY COUNCIL OF THE CITY OF WESLACO, HIDALGO COUNTY, TEXAS THIS 21 DAY OF December, 1971.

Dale L. Hall
MAYOR OF WESLACO, TEXAS

I, William R. Shea, Civil Engineer, do hereby certify that this is a true and accurate plat of lands as prepared under my direction.

Witness my hand and seal this 6th day of December 1971.

William R. Shea
WILLIAM R. SHEA NO. 24573

STATE OF TEXAS
WILLIAM R. SHEA
24573
REGISTERED
PROFESSIONAL ENGINEER

Subscribed and sworn to before me by the said William R. Shea on this 6th day of December, 1971.

Barbara A. Pruett
Notary Public, Hidalgo Co., Texas.

APPROVED FOR RECORDING
BY
COMMISSIONERS' COURT,
This the 28th Day of Dec. 19 71
SANTOS SALDANA, County Clerk
Hidalgo County, Texas
By Lourdes De La Garza Deputy

APPROVED
FOR RECORDING
Hidalgo Co. Water Control & Improvement Dist. No. 9
By [illegible]
Date 12-28-71

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

Fwd: Street Name Change

From : Maria D. Gutierrez <mari.gutierrez@co.hidalgo.tx.us> Fri, Jun 19, 2015 02:09 PM
Subject : Fwd: Street Name Change 1 attachment
To : Monica Badillo <monica.badillo@co.hidalgo.tx.us>

Moni

Can you please add this email as part of the back up for my agenda item.
Thank you.

Mari Gutierrez
Executive Assistant
mari.gutierrez@co.hidalgo.tx.us

Commissioner Pct. 1 Office
1902 Joe Stephens, Ste. 101
Weslaco, Texas 78596
Office: 956-968-8733
Fax: 956-969-1417

From: "Raul Lozano" <raul.lozano@co.hidalgo.tx.us>
To: "Maria D. Gutierrez" <mari.gutierrez@co.hidalgo.tx.us>
Sent: Friday, June 19, 2015 11:39:30 AM
Subject: Fwd: Street Name Change

attach to agenda item

From: "Raul Madero" <rtmadero@sbcglobal.net>
To: "roy gonzales" <roy.gonzales@co.hidalgo.tx.us>
Cc: "raul lozano" <raul.lozano@co.hidalgo.tx.us>
Sent: Friday, June 19, 2015 10:49:24 AM
Subject: FW: Street Name Change

From: Joe Pedraza [mailto:jpedraza@weslacotx.gov]
Sent: Friday, June 19, 2015 8:38 AM
To: Raul Madero
Cc: Rebekah M. De La Fuente
Subject: RE: Street Name Change

Good Morning,

Raul, we concur with the changes on Angela Subdivision. Anything that is inside the city limits on Mile 6 North is recognized as 18TH St.

Should you have any questions please feel free to contact our office.

Joe Pedraza
Health Official
City of Weslaco
255 S. Kansas Ave.
Weslaco, TX 78596-6158
Phone: (956) 447-3401
Fax: (956) 973-3128
jpedraza@weslacotx.gov

***Confidentiality Notice: This email message, including any attachments, contains or may contain confidential information intended only for the addressee. If you are not an intended recipient of this message, be advised that any reading, dissemination, forwarding, printing, copying or other use of this message or its attachments is strictly prohibited. If you have received this message in error, please notify the sender immediately by reply message and delete this email message and any attachments from your system. ***

From: Raul Madero [mailto:rtmadero@sbcglobal.net]
Sent: Friday, June 19, 2015 7:44 AM
To: Joe Pedraza
Subject: FW: Street Name Change

The street name changes for 28th and 29th street are scheduled for 09:30 Tuesday, June 23rd at Commissioner's Court in Edinburg…..still have not received anything in writing to proceed with that from the City……..also need same for E 18th street to Camino de Verdad up to W Mile 6 N.

Raul

From: Raul Madero [mailto:rtmadero@sbcglobal.net]
Sent: Wednesday, June 03, 2015 10:45 AM
To: 'Joe Pedraza'
Subject: Street Name Change

Joe, please see attached and also please advise if you have E 18th St (East of FM 1015) as Camino de Verdad up to W Mile 6 N.

Thanks
Raul

image001.png
29 KB

AI-50145 **Precinct #2** **19. A.**

CC - REGULAR

Meeting Date: 06/23/2015

Submitted For: Eddie Cantu, COMM. PCT. #2 **Submitted By:** Erika Zamora, COMM. PCT. #

Department: COMM. PCT. #2

Information

CAPTION

CO2014 - Pct. 2 (1345)
Approval of 2015 appropriation of funds in the amount of $22,327.55 to fund drainage improvements.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2015 **ACCT. #:** 5-1345-431-00-122-040-0-723

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

BUDGETARY IMPACT:

Appropriation of 2014 CO funds in the amount of $22,327.55 to fund Southfork Drainage Lateral Project expenditures.

Funds available as of 6/18/15.

Attachments

Appropriation

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	06/17/2015 11:59 AM
Purchasing Department	Monica Badillo	06/19/2015 05:55 PM
Form Started By: Erika Zamora		Started On: 06/17/2015 11:16 AM
Final Approval Date: 06/19/2015		

DATE: June 23, 2015

2015
Appropriation

DEPARTMENT HEAD: Commissioner Eduardo " Eddie" Cantu

DEPARTMENT NAME: Hidalgo County Precinct 2-CO2014 Southfork Estates

ACCOUNT NUMBER: 5-1345-431-00-122-XXX-0-723

Contact Person: Erika Zamora **Ph#** 956-787-1891

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

Honorable Commissioners' Court of Hidalgo County:

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

INCREASE ACCOUNT NUMBER(S)	ACCOUNT (OBJECT) NAME	AMOUNT
5-1345-431-00-122-040-0-723	CO2014-Pct 2 Southfork Estates Drainage	22,327.55
	TOTAL BUDGET INCREASE (DECREASE)	$ 22,327.55

REASON: Appropriation from the CO2014 (1345) to fund Southfork Drain Project PO#613776.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

/ /
DATE

ATTEST COUNTY CLERK

AI-50197 **Precinct #4** **20. A.**

CC - REGULAR

Meeting Date: 06/23/2015

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 9 to reflect the correct legal description acreage as 1.31 of an acre tract of land out of Lots 3 & 4, Block 53, Alamo Land and Sugar Company's Subdivision, Hidalgo County, Texas

BACKGROUND

CC mtg. 11/5/13 - AI# 41518 - purchase of tract
CC mtg. 10/29/13 - Executive Session

UCP funds - GLO Projects (6536-94-0100-5500-9403)

Fiscal Impact

Attachments

deed

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	06/18/2015 03:25 PM
Glinda Pacheco	Glinda Pacheco	06/19/2015 11:38 AM
Purchasing Department	Monica Badillo	06/19/2015 05:54 PM

Form Started By: Monica Badillo Started On: 06/18/2015 03:04 PM

Final Approval Date: 06/19/2015

File No. 139700

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 **4/28/2015** to **5/1/2015** @ **$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. City property taxes		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**			**$200.00**	
1106. Notary fees	to				
1107. Attorney's fees	to				
(includes above items numbers:)					
1108. Title insurance	to **Valley Land Title Company**			**$340.00**	
(includes above items numbers:)					
1109. Lender's coverage	**$0.00/$0.00**				
1110. Owner's coverage	**$24,103.00/$340.00**				
1111. Escrow fee	to **Valley Land Title Company**			**$300.00**	
1112	to				

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, Texas

Valde Guerra, Executive Officer

Criminal District Attorney of Hidalgo County, Texas
& The Hidalgo County High Intensity Drug Trafficking
Area "HIDTA" Task Force

By: _____
Ricardo Rodriguez, Jr., District Attorney

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: 139700/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: #9
CORRECTION
RIGHT OF WAY DEED

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

That, CRIMINAL DISTRICT ATTORNEY OF HIDALGO COUNTY, TEXAS, & THE HIDALGO COUNTY HIGH INTENSITY DRUG TRAFFICKING AREA "HIDTA", TASK FORCE, 3100 S. Closner, Edinburg of the County of Hidalgo, State of Texas 78539, hereinafter referred to as Grantor, whether one or more, for and in consideration of the sum of TWENTY-FOUR THOUSAND ONE HUNDRED THREE AND NO/100 DOLLARS ($24,103.00) 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 1.31 acre tract of land out of Lots 3 And 4, Block 53, 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 Final Judgment recorded under County Clerk's Document Number 868783, Official Records, Hidalgo County, Texas. Said 1.31 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)**

IN WITNESS WHEREOF, this instrument is executed on this the 28th day of April, 2015.

CRIMINAL DISTRICT ATTORNEY OF HIDALGO COUNTY, TEXAS & THE HIDALGO COUNTY HIGH INTENSITY DRUG TRAFFICKING AREA "HIDTA" TASK FORCE

BY: _____
RICARDO RODRIGUEZ, JR., District Attorney

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 June 11, 2015 by **RICARDO RODRIGUEZ, JR., District Attorney on behalf of the CRIMINAL DISTRICT ATTORNEY OF HIDALGO COUNTY, TEXAS, & THE HIDALGO COUNTY HIGH INTENSITY DRUG TRAFFICKING AREA "HIDTA", TASK FORCE**

Cynthia Ann Sepulveda
Notary Public, State of Texas
My Commission Expires:
March 17, 2019

Cynthia A. Sepulveda
NOTARY PUBLIC - STATE OF TEXAS

STATE OF TEXAS

COUNTY OF HIDALGO

METES AND BOUNDS

HIDALGO COUNTY PRECINCT No.4
SAN CARLOS DRAINAGE IMPROVEMENTS
TRENTON DRAIN
PARCEL: No.9 FEE SIMPLE

A 1.31 ACRE TRACT OF LAND OUT OF LOTS 3 AND 4, BLOCK 53, 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 FINAL JUDGEMENT RECORDED UNDER COUNTY CLERK'S DOCUMENT NUMBER 868783, OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS, REFERENCE TO WHICH IS HERE MADE FOR ALL PURPOSES AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS.

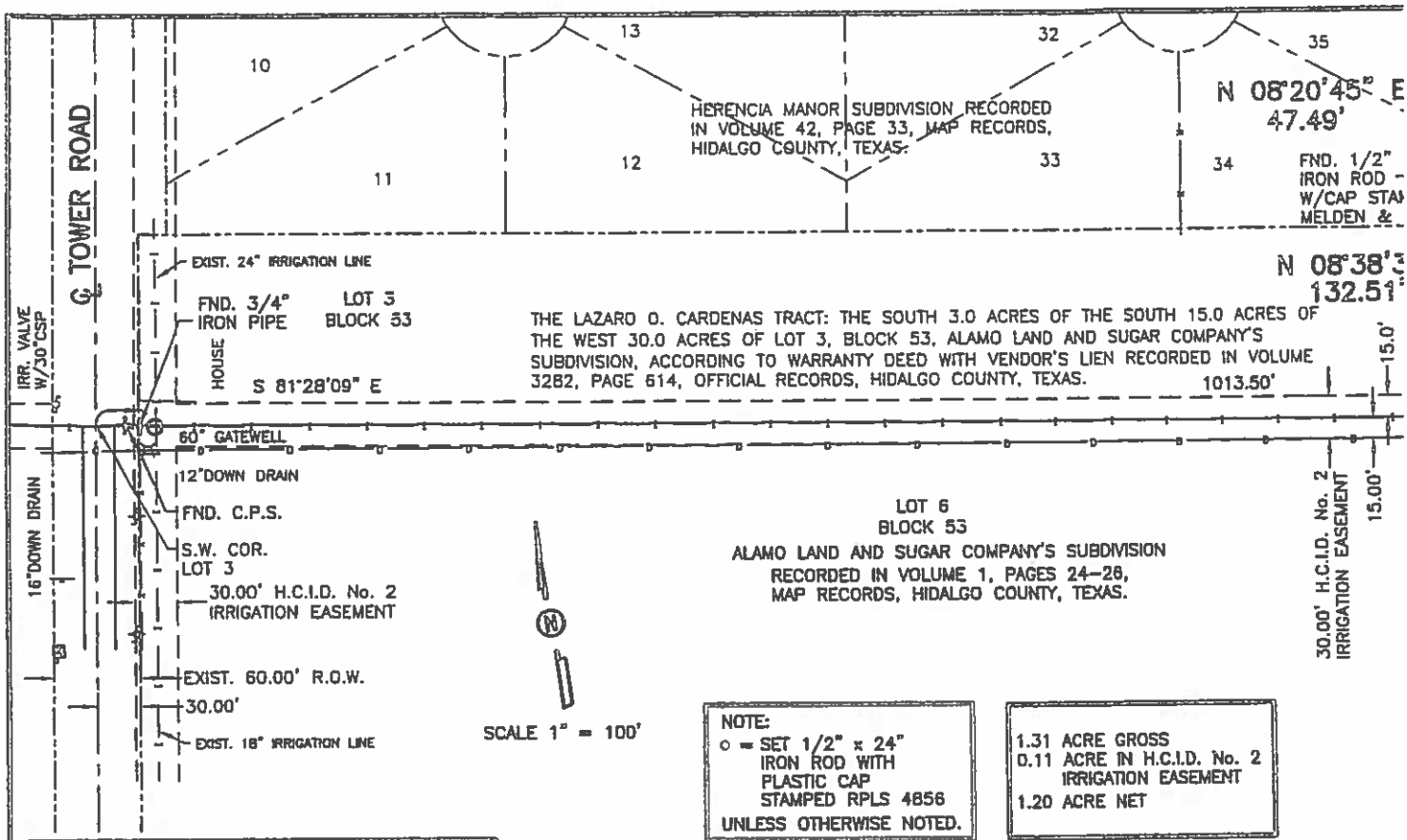
BEGINNING AT A 1/2" IRON ROD 24" IN LENGTH WITH PLASTIC CAP STAMPED RPLS 4856 SET ON THE SOUTH LINE OF LOT 3 FOR THE SOUTHWEST CORNER OF THIS TRACT, SAID ROD BEARS S 81°28'09" E, 1,013.50 FEET FROM THE SOUTHWEST CORNER OF LOT 3.

THENCE; N 08°38'37" E, A DISTANCE OF 132.51 FEET TO A 1/2" IRON ROD WITH CAP STAMPED MELDEN & HUNT, INC. FOUND FOR THE SOUTHEAST CORNER OF HERENCIA MANOR SUBDIVISION (RECORDED IN VOLUME 42, PAGE 33, MAP RECORDS, HIDALGO COUNTY, TEXAS) AND AN INTERIOR CORNER OF THIS TRACT.

THENCE; N 08°20'45" E, ALONG THE EAST LINE OF HERENCIA MANOR SUBDIVISION, A DISTANCE OF 47.49 FEET TO A 1/2" IRON ROD WITH 24" IN LENGTH WITH CAP STAMPED RPLS 4856 SET FOR THE NORTHWEST CORNER OF THIS TRACT.

THENCE; S 81°28'09" E, A DISTANCE OF 316.00 FEET TO A 1/2" IRON ROD 24" IN LENGTH WITH PLASTIC CAP STAMPED RPLS 4856 SET ON THE WEST LINE OF SAHARA ESTATES No.2 (RECORDED IN VOLUME 54, PAGE 26, MAP RECORDS, HIDALGO COUNTY, TEXAS) FOR THE NORTHEAST CORNER OF THIS TRACT.

THENCE; S 08°33'07" W, ALONG THE WEST LINE OF SAHARA ESTATES No.2, A DISTANCE OF 180.00 FEET TO A 1/2" IRON ROD WITH PLASTIC CAP STAMPED RPLS 4856 FOUND ON THE SOUTH LINE OF LOT 4 FOR THE SOUTHWEST CORNER OF SAHARA ESTATES No.2 AND THE SOUTHEAST CORNER OF THIS TRACT.



NOTE:
○ = SET 1/2" x 24" IRON ROD WITH PLASTIC CAP STAMPED RPLS 4856
UNLESS OTHERWISE NOTED.

1.31 ACRE GROSS
0.11 ACRE IN H.C.I.D. No. 2 IRRIGATION EASEMENT
1.20 ACRE NET

HIDALGO COUNTY PRECINCT No. 4

SAN CARLOS DRAINAGE IMPROVEMENTS PROJECT

TRENTON DRAIN DITCH

PARCEL No. 9 FEE SIMPLE

PLAT SHOWING

A 1.31 ACRE TRACT OF LAND OUT OF LOTS 3 & 4, BLOCK 53, 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 FINAL JUDGEMENT RECORDED UNDER COUNTY CLERK'S DOCUMENT NUMBER 868783, OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS.

VOL. 1 PAGES 24-26
SURVEYED SEPTEMBER 11, 2009
REVISED AUGUST 4, 2010
ADDRESS
OWNER COUNTY OF HIDALGO

G.F. No. 120548
BOOK No. PAGE
FILENAME: F:\DATA\PROJ.\H.C.\PREC.#4\SAN CARLOS\TRENTON DRAIN\PARCEL

QUINTANILLA, HEADLEY AND ASSOCIATES, INC.
CONSULTING ENGINEERS · LAND SURVEYORS
124 E. STUBBS ST.
EDINBURG, TEXAS 78539
REGISTRATION NUMBER F-1513
PHONE 956-381-6480
FAX 956-381-0527

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:

CRIMINAL DISTRICT ATTORNEY OF HIDALGO COUNTY, TEXAS & THE HIDALGO COUNTY HIGH INTENSITY DRUG TRAFFICKING AREA "HIDTA" TASK FORCE

BY: _____
RICARDO RODRIGUEZ, JR., District Attorney

BUYER:

THE COUNTY OF HIDALGO, TEXAS

INDEMNITY AND AFFIDAVIT AS TO DEBTS AND LIENS

(Seller Or Owner-Borrower)

GF# 139700

SUBJECT PROPERTY: **A 1.31 acre tract of land out of Lots 3 And 4, Block 53, 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 Final Judgment recorded under County Clerk's Document Number 868783, Official Records, Hidalgo County, Texas. Said 1.31 acre tract of land being more particularly described in Exhibit "A", which is attached hereto and incorporated herein for any and all purposes.**

STATE OF TEXAS
COUNTY OF HIDALGO

Before me, the undersigned authority, on this day personally appeared the undersigned known to me to be the person(s) whose names(s) is/are subscribed hereto and upon oath deposes and says that his is the District Attorney on behalf of the **CRIMINAL DISTRICT ATTORNEY OF HIDALGO COUNTY, TEXAS, & THE HIDALGO COUNTY HIGH INTENSITY DRUG TRAFFICKING AREA "HIDTA" TASK FORCE**, the owner of the above described property and in such capacity is familiar with the following, that there are:

Before me, the undersigned authority, on this day personally appeared the undersigned, (Owner-Borrower) personally known to me to be the person(s) whose names(s) is/are subscribed hereto and upon oath deposes and says that the marital status of affiant(s) has/have not changed since the date of acquisition of said property and represents to the purchaser and/or lender in this transaction that there are:

1. No unpaid debts for taxes, plumbing fixtures, water heaters, floor furnaces, air conditioners, radio or television antennae, carpeting, rugs, lawn sprinkling systems, venetian blinds, window shades, draperies, electric appliances, fences, street paving, or any personal property or fixtures that are located on the subject property described above, and that no such items have been purchased on time payment contracts and there are no security interests on such property secured by financing statements, security agreement or otherwise except the following:

Creditor	Approximate Amount
NONE	

2. No loans or liens (including federal or state liens and judgment liens) of any kind on such property except the following:

Creditor	Original Loan Amount:
NONE	

3. All labor and material used in the construction of improvements on the above described property have been paid for and there are no unpaid labor or material claims against the improvements or the property upon which same are situated, and I hereby declare that all sums of money due for the erection of improvements have been fully paid and satisfied, except the following:

Declaration of Nonforeign Status – Entity

Date: **April 28, 2015**

Transferor: **CRIMINAL DISTRICT ATTORNEY OF HIDALGO COUNTY, TEXAS, & THE HIDALGO COUNTY HIGH INTENSITY DRUG TRAFFICKING AREA "HIDTA" TASK FORCE**

Transferor's Home Address (including county): **3100 S. Closner**
Edinburg, Hidalgo County, Texas 78539

Transferor's U.S. Taxpayer Identification Number: _____

Transferee: **THE COUNTY OF HIDALGO, TEXAS**

Property: **A 1.31 acre tract of land out of Lots 3 And 4, Block 53, 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 Final Judgment recorded under County Clerk's Document Number 868783, Official Records, Hidalgo County, Texas. Said 1.31 acre tract of land being more particularly described in Exhibit "A", which is attached hereto and incorporated herein for any and all purposes.**

Section 1445 of the Internal Revenue Code provides that a transferee of a U.S. real property interest must withhold tax if the transferor is a foreign person. For U.S. tax purposes, including purposes of section 1445, the owner of a disregarded entity that has legal title to a U.S. real property interest under local law will be the transferor of the property and not the disregarded entity. To inform Transferee that withholding of tax is not required on the disposition of a U.S. real property interest by Transferor, I certify on behalf of Transferor that the contents of this declaration are true.

Transferor is not a foreign corporation, foreign partnership, foreign trust, or foreign estate (as those terms are defined in the Internal Revenue Code and Income Tax Regulations).

Transferor is not a disregarded entity as defined in Treasury Regulation section 1.1445-2(b)(2)(iii).

Transferor understands that this certification may be disclosed to the Internal Revenue Service by Transferee and that any false statement contained in this declaration could be punished by fine, imprisonment, or both.

UNDER PENALTIES OF PERJURY I DECLARE THAT I HAVE EXAMINED THIS DECLARATION AND TO THE BEST OF MY KNOWLEDGE AND BELIEF IT IS TRUE, CORRECT, AND COMPLETE,

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 1.31 acre tract of land out of Lots 3 And 4, Block 53, 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 Final Judgment recorded under County Clerk's Document Number 868783, Official Records, Hidalgo County, Texas. Said 1.31 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: April 28, 2015

NOTIFICATION OF TAXING AUTHORITIES

GF#139700

RE: **A 1.31 acre tract of land out of Lots 3 And 4, Block 53, 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 Final Judgment recorded under County Clerk's Document Number 868783, Official Records, Hidalgo County, Texas. Said 1.31 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 OWNERS RESPONSIBILITY TO NOTIFY THE APPRAISAL DISTRICT AND WATER DISTRICT OF THE CHANGE OF OWNERSHIP. FAILURE TO DO SO MAY RESULT IN PENALTY AND INTEREST CHARGES BEING ADDED TO YOUR TAX STATEMENTS FOR LATE PAYMENT.

The undersigned hereby acknowledges receipt of this notice on _____, 2015.

BUYER:

THE COUNTY OF HIDALGO, TEXAS

BY: _____
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: April 28, 2015

WAIVER OF INSPECTION

PLEASE SIGN & RETURN THIS WAIVER

GF NO: **139700**

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 **CRIMINAL DISTRICT ATTORNEY OF HIDALGO COUNTY, TEXAS, & THE HIDALGO COUNTY HIGH INTENSITY DRUG TRAFFICKING AREA "HIDTA"** the following described property in Hidalgo County, Texas, to-wit:

A 1.31 acre tract of land out of Lots 3 And 4, Block 53, 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 Final Judgment recorded under County Clerk's Document Number 868783, Official Records, Hidalgo County, Texas. Said 1.31 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, TEXS

BY: _____
VALDE GUERRA, Executive Officer

AFFILIATED BUSINESS ARRANGEMENT DISCLOSURE STATEMENT

DATE: **April 28, 2015**

TO: SELLER: **CRIMINAL DISTRICT ATTORNEY OF HIDALGO COUNTY, TEXAS, & THE HIDALGO COUNTY HIGH INTENSITY DRUG TRAFFICKING AREA "HIDTA"**

BUYER: **THE COUNTY OF HIDALGO**

FROM: **VALLEY LAND TITLE CO.**

PROPERTY: **A 1.31 acre tract of land out of Lots 3 And 4, Block 53, 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 Final Judgment recorded under County Clerk's Document Number 868783, Official Records, Hidalgo County, Texas. Said 1.31 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:	BORROWER:
CRIMINAL DISTRICT ATTORNEY OF	**THE COUNTY OF HIDALGO**

NO PRORATION AGREEMENT

WHEREAS, **CRIMINAL DISTRICT ATTORNEY OF HIDALGO COUNTY, TEXAS, & THE HIDALGO COUNTY HIGH INTENSITY DRUG TRAFFICKING AREA "HIDTA", TASK FORCE** 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 1.31 acre tract of land out of Lots 3 And 4, Block 53, 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 Final Judgment recorded under County Clerk's Document Number 868783, Official Records, Hidalgo County, Texas. Said 1.31 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 28th day of April, 2015.

SELLER

CRIMINAL DISTRICT ATTORNEY OF HIDALGO COUNTY, TEXAS & THE HIDALGO COUNTY HIGH INTENSITY DRUG TRAFFICKING AREA "HIDTA" TASK FORCE

BY: _____
RICARDO RODRIGUEZ, JR., District Attorney

BUYER

THE COUNTY OF HIDALGO, TEXAS

Download PDF Packet | Print Agenda | Return

AGENDA
HIDALGO COUNTY
COMMISSIONERS COURT MEETING
pg 5

November 5, 2013
9:30 A.M.

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

1. **Roll Call**

2. **Pledge of Allegiance**

3. **Prayer**

4. **Approval of Consent Agenda**

5. **Open Forum**

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

   A. Resolution honoring Veterans Treatment Court Program and Veterans Day

   B. Resolution honoring the UTPA Pharmacy Program

   C. Discussion, consideration, and action to amend the Hidalgo County Tax Increment Reinvestment Zone (TIRZ) Policy.

   D. 1. Presentation by American Traffic Solutions
   2. Discussion, consideration, and possible action regarding installation of safety cameras in Hidalgo County School Zones.

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

2. Acceptance and approval of the Interlocal Cooperation Agreement Project Shary Road (FM494) from FM 1924 (Mile 3) to SH 107 pursuant to the approval of the Interlocal Agreement as stated above.

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

A. Discussion, Approval and Appointment of One (1) Community Representative by Each Members of the Commissioners' Court to Serve on the Hidalgo County Head Start Program Policy Council, for a One (1) Year Term According to 45 CFR Chapter XIII, 1304.50(b)(7) Beginning October 2013 (Commissioner Hector "Tito" Palacios)

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

A. Resolution honoring the Edinburg Consolidated Independent School District Board of Trustees for being recognized as the 2013 Texas Outstanding School Board of the Year by the Texas Association of School Administrators

B. Consideration and Approval to purchase a certain tract of land also known as Parcel 9 for the Trenton Drainage Project (Pct.4).

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

A. **Budget Appropriations:**

1. Precinct No.1(1303):
A. Approval of certification of revenues, as certified by the County Auditor, for proceeds from the Raymondville Drainage project to Hidalgo County DD No.1

B. Approval of 2013 appropriation of funds in the amount of $1,455,877.00 for purchase of heavy equipment.

2. Precinct No.4 Road Projects (1303):

A. Approval of certification of revenues, as certified by the County Auditor, for proceeds from the Raymondville Drainage Project sale to Hidalgo County DD No.1 for the following appropriations.

B. Approval of 2013 appropriation of funds in the total amount of $139,595.61 for Tex-Mex road project.

C. Approval of 2013 appropriation of funds in the total amount of $81,415.35 for Trenton road project.

HIDALGO COUNTY RIGHT OF WAY DEPARTMENT

MEMORANDOM

To: **Hidalgo County Commissioners Court**

From: **Joe Ochoa**
Right of Way Agent

Date: **October 29, 2013**

Subject: **Parcel 9-Trenton Drainage Project (HIDTA)**
High Intensity Drug Trafficking Area Task Force

==========

Appraised Value **$24,103.00**

Accepted Appraised Value Price

*****See attached supporting documents**

Discussed in Hidalgo County Commissioner's Court Executive Session on October 29, 2013, will proceed as directed

RENE GUERRA

October 17, 2013

Mr. Jose Ochoa
Right of Way Agent
Hidalgo County Right of Way
Hidalgo County Precinct #4
Edinburg, Texas 78539

Re: San Carlos Drainage Improvements Project
Trenton Drain: Parcel #9

Mr. Ochoa.

This will confirm receipt of the Hidalgo County Right of Way Department's offer in connection with the above mentioned property. *See attached.* On behalf of the Hidalgo County District Attorney's Office HIDTA (High Intensity Drug Trafficking Area) Task Force, please note that the offer of $24,103.00 has been accepted for the taking of the above referenced property.

Should you have any questions or need additional information, please feel free to contact me or Assistant District Attorney, Josephine Ramirez Solis, at (956) 318-2313.

Respectfully yours,

RENE GUERRA
Hidalgo County Criminal District Attorney
On behalf of HIDTA Task Force

HIDALGO COUNTY RIGHT OF WAY DEPARTMENT

Jose N. Peña
Director

May 16,2011

VIA HAND DELIVERY

Hidalgo County High Intensity Drug ("HIDTA")
Trafficking Area Task Force
C/O Mr. Rene Guerra, District Attorney
Hidalgo County
3100 S. Closner
Edinburg, Texas 78542

RE: San Carlos Drainage Improvements Project
Trenton Drain : Parcel # 9

Dear Mr. Guerra,

The Commissioners' Court of Hidalgo County have authorized me to make an offer for the property to be acquired under the above captioned parcel for drainage right of way purposes in connection with the Trenton Drain as part of the San Carlos Drainage Improvements Project.

Based on an Appraisal by Mr. Leonel Garza, III with Leonel Garza, Jr., & Associates LLC, a State Certified General Real Estate Appraiser, Commissioners' Court of Hidalgo County have authorized me to make an offer of **$ 24,103.00** for a taking of your property. The offer represents total compensation for land and improvements. We are prepared to negotiate with you to acquire this parcel of land at its full-appraised value.

BREAKDOWN

Land:

Total Offer: $ 24,103.00

We would appreciate if you took the time to review the package of information sent. If this offer is not accepted or feel that you may need additional time to consider the offer, please contact our office, otherwise, within ten working days from the date receipt of this letter, condemnation proceedings will be instituted for the acquisition of right of way. Thereafter, the County Court at Law will appoint three disinterested freeholders to serve as Special Commissioners, a date will be set for the hearing and you will be notified of the time and place set for the hearing at which the Special Commissioners will hear the evidence presented and arrive at an award at which will be filed with the court. The Commissioners' Court may then deposit the amount of the award, at which time the County of Hidalgo may take possession of the property involved. If either you or the Commissioners' Court is dissatisfied with the amount of the award, objections may be filed within the time prescribed by law, and the case subsequently tried before the County Court at Law as in other civil cases.

Should you have any questions or comments, please feel free to contact me at (956) 283-8134.

Respectfully,

Mr. J. Benito Rodriguez, Agent
Hidalgo County Right Of Way Department

Form ROW-A-6
Rev. 7/2004
GSD-EPC

REAL ESTATE APPRAISAL REPORT
TEXAS DEPARTMENT OF TRANSPORTATION

Address of Property: Located along Trenton Road, 0.19 Miles East of Tower Road, Hidalgo County, Texas.
District: N/A
Property Owner: Hidalgo County HIDTA Task Force
ROW CSJ: N/A
Address of Property Owner: P.O. Box 5719 McAllen, Texas 78502-5719
Parcel: 9
Occupant's Name: N/A
Federal Project No: N/A
Whole: ☐ **Partial:** ☒ **Acquisition**
Highway: Trenton Drain
County: Hidalgo

Purpose of the Appraisal

The purpose of this appraisal is to estimate the market value of the fee simple title to the real property to be acquired, encumbered by any easements not to be extinguished, less oil, gas and sulphur. If this acquisition is of less than the whole property, then any special benefits and/or damages to the remainder property must be included in accordance with the laws of Texas.

Market Value

Market value is defined as follows: "Market Value is the price which the property would bring when it is offered for sale by one who desires, but is not obliged to sell, and is bought by one who is under no necessity of buying it, taking into consideration all of the uses to which it is reasonably adaptable and for which it either is or in all reasonable probability will become available within the reasonable future."

Certificate of Appraiser

I hereby certify that, it is my opinion the total compensation for the acquisition of the herein described property is $24,103.00 as of April 19, 2011, based upon my independent appraisal and the exercise of my professional judgment; on April 19, 2011, (date)(s), I personally inspected in the field the property herein appraised; I afforded Hidalgo County HIDTA Task Force, the property owner or the representative (s) of the property owner, the opportunity to accompany me at the time of the inspection. The comparables relied upon in making said appraisal were as represented by the photographs contained in the appraisal report and were inspected on April 19, 2011, I have not revealed and will not reveal the findings and results of such appraisal to anyone other than the proper officials of the, Hidalgo County Precinct No. 4, officials of the Federal Highway Administration until authorized by County officials to do so, or until I am required to do so by due process of law or until I am released from this obligation by having publicly testified to such findings; and, my compensation is not contingent upon the reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value estimate, the attainment of a stipulated result or the occurrence of a subsequent event.

I certify to the best of my knowledge and belief that the statements of fact contained in this report are true and correct; the reported analyses, opinions and conclusions are limited only by the reported assumptions and limiting conditions, and are my personal, unbiased professional analyses, opinions and conclusions; I have no present or prospective interest in the property that is the subject of this report, and I have no personal interest or bias with respect to the parties involved; and, my analyses, opinions and conclusions were developed, and this report has been prepared in conformity with the appropriate State laws, regulations, and policies and procedures applicable to the appraisal of right of way for such purposes, and that to the best of my knowledge no portion of the value assigned to such property consists of items which are non-compensable under the established law of said State, and any decrease or increase in the fair market value of subject real property prior to the date of valuation caused by the public improvement other than that due to the physical deterioration within the reasonable control of the owner has been disregarded in estimating the compensation for the property.

...icate of Appraisal

...is appraisal report conforms to the Uniform Standards of Professional Appraisal Practice (USPAP) as adopted by the Appraisal Standards Board of the Appraisal Foundation. The subject property was analyzed utilizing the Cost Approach to value which is a Sales Comparison Approach to the subject as if vacant and includes the estimated depreciated market value of real estate improvements and site improvements located within the part to be acquired. This is further explained within each section of the appraisal report.

Identification of Client & Intended User of Appraisal Report

The client for this report is identified as Hidalgo County Precinct No. 4 under the direction of Honorable Hidalgo County Commissioner Joseph Palacios. Commissioner Palacios and others which would be involved with the acquisition of said proposed right-of-way. The part to be acquired is for the use as a portion of a drainage improvement project with the project limits: Being an area of land located between Alberta Road and Trenton Road, from Alamo Road to east of Tower Road, in Hidalgo County, Texas.

The intended use of the report is to assist Mr. Benito Rodriguez, Right-of-Way Agent and others involved with the project, for future negotiations of acquiring a portion of said property as fee simple in the name of the County of Hidalgo. This report is not intended for any other use, unless specified by the client. The clients have identified that the report shall be a summary appraisal report, which is to conform to the ROW-A-6 Form Rev. 7/2004. The intended user of the report is defined as Hidalgo County Precinct No. 4, and may include other governmental entities which may be participating in the project. Benito Rodriguez, Right-of-Way Agent of the Hidalgo County Right-of-Way Department, shall be the project manager for this project under the direction of Commissioner Joseph Palacios, Jr. Mr. Rodriguez has a local office located at 2401 N Moorefield Road, Mission, Texas and can be contacted at (956) 283-8134.

Scope of the Assignment

By purchase order no. 628724 dated January 11, 2010, on behalf of Hidalgo County Precinct No. 4, Benito Rodriguez, requested for Leonel Garza Jr. & Associates LLC to prepare an appraisal report of the part to be acquired as described by survey and metes and bounds created by Quintanilla, Headley and Associates, Inc Engineering located at 124 E. Stubbs Street, Edinburg, Texas. Leonel Garza III is the owner of Leonel Garza Jr. & Associates, LLC located at 1419 Dove Avenue Ste 1, McAllen, Texas. This office has been in operation for over 30 years of which Leonel Garza III, became owner of the family operation after the passing of Leonel Garza Jr. in 1998. Leonel Garza III has specialized in right-of-way acquisition field for over 10 years of which has performed projects in the following County's: Cameron County, Hidalgo County, Starr County, Zapata County, Webb County, Nueces County and Brooks County. Leonel Garza III, shall inspect each property personally along with staff member and General Certified Appraiser Luis C. Garza License No. 1338051 who has worked under the direction of Leonel Garza III for over five (5) years. Luis C. Garza will aid in the preparation of the report, however, all analysis, determination of comparables and the determination of compensable items shall be performed by Leonel Garza III. The scope of the assignment is to appraise the area as fee simple in its present "as is condition" subject to governmental regulation, and in terms of a cash transaction. In addition, the scope is requiring the appraiser to make the extraordinary condition that the subject property is free from contamination of which could affect the overall market value of the subject property as a whole and the part to be acquired. Each property owner shall be sent a letter of intent to inspect the subject property and offer any additional inspections on-site and in the presence of the owner(s) and or owner(s) representative (as requested). In the event access is not granted to enter the subject area, the appraiser is to proceed off-site along existing road right-of-way as indicated by survey. The scope of the assignment requires that comparable market sales within the area be identified and analyzed for comparability and for their reliability in determining the estimated market value of the subject property. The comparables have been collected, confirmed and analyzed with respect to comparability to the subject property. These comparable sales were gathered through various sources which included the Greater McAllen Multiple Listing Service, local Realtors & Brokers, Real Estate Appraisers, and conversations with various owners along the project. Listings along Trenton Road and Alberta Road were also reviewed in order to determine the current market asking price for property along the project. The appraisal report shall indicate the current market value of the subject property as per date of on-site and or off-site inspection without project influence as indicated by scope. The inspection is limited by the permissibility of the subject owner as per date of report. In the event an on-site inspection was not permitted, the appraiser continued the inspection

Purpose of the Appraisal Report

This appraisal is prepared for the purpose of estimating the current market value of the fee simple estate of the subject property in order to determined the value of the proposed right-of-way to be acquired by the Hidalgo County Precinct No. 4, as defined within this report. This appraisal does not include any enhancement in value resulting from items of intangible personal property such as marketing and management skill, an assembled work force, working capital, trade names, franchises, patents, trademarks, contracts, leases (mineral and or ground lease), or operating agreements and project influence (if any exist). The area to be acquired may contain personal property items and or real estate items, which may be compensable for the purpose of right-of-way acquisition only. These items deemed compensable shall be included within the body of the report and itemized for clarity. Any improvements not located within the part to be acquired and outside of the permissibility of inspection as defined by the subject owner, shall be given a stated value based on the assessment established by the corresponding Appraisal District and or by off-site estimation by appraiser as they are not affected by the acquisition.

Property Rights Appraised

As per scope of the assignment the property rights being appraised in this report consist of the fee simple estate of the subject property. Fee Simple Estate is defined by the Dictionary of Real Estate Appraisal, Fourth Edition, copyright 2002, page 113, by the Appraisal Institute as being: "Absolute ownership unencumbered by any other interest or estate, subject only to the limitations imposed by the governmental powers of taxation, eminent domain, police power, and escheat." The subject property is encumbered with an active irrigation easement. As per scope of the assignment a value estimate for the easement is also to be determined. According to the Dictionary of Real Estate Appraisal "An easement is the conveyance of certain property rights, but not ownership, to a parcel of real estate." By definition, the ownership of real estate is endowed with a bundle of rights.

Accessibility To Subject Property

As per scope of the assignment, the subject property shall be inspected in order to verify any and all improvements affected by the part to be acquired. In the event the remainder after the acquisition is affected by the proposed acquisition the remainder shall be inspected in order to determine damages (diminution) to market value if any exist. The property owner of record shall be sent a letter of intent to inspect and offer the opportunity for an on-site inspection in the presence of the appraiser, Leonel Garza III. The owner of record, as per the Hidalgo County Appraisal District was sent a letter of intent to inspect the subject property on the week of April 18, 2011. A copy of the certified letter is located within the addenda of this report. In the event no written or verbal permission was granted to the office of Leonel Garza Jr. & Associates LLC prior to date of inspection, the inspection proceeded off-site along existing road right-of-way as per scope. The property owner shall always reserve the right to contact the office of Leonel Garza Jr. & Associates LLC (956) 687-7295, after the date of inspection for an additional on-site inspection in their presence with appraiser, Leonel Garza III.

Analysis of Subject As A Whole

A survey of the property owners entire tract was not performed as the part to be acquired incorporates a portion of land located along the southern property line of the subject property, south of Trenton Road. As per scope of the assignment, the subject property shall be analyzed based on the combined information of several sources including, the survey provided, on-site and or off-site inspection, personal interviews, and information gathered from the local appraisal district. The property was analyzed based on the whole property less any existing road right-of-way. Based on the inspection of the subject property and the evaluation of the subject as a whole, the remainder shall not be affected by the part to be acquired and therefore shall not be included within the valuation of this report.

Economic Unit Analysis

The subject property shall be analyzed based on a 10.00 Acres tract of land as indicated by survey. The area for the subject property as a whole is indicated as per revised survey provided by Quintanilla, Headley and Associates, Inc dated August 4, 2010. The comparable sales used for the analysis of the subject property as whole and as the partial acquisition indicated a range of economic units of 3.9 acres to 10.555 acres. These indicated economic unit values are

Part To Be Acquired

The proposed acquisition is comprised of fee land in which the gross land area to be acquired is 1.31 acres (57,064 square feet). The part to be acquired is encumbered by an 0.11 acre H.C.I.D. No. 2 Irrigation easement, leaving a net 1.20 acre (52,272 square feet) of land owned in fee simple. The proposed acquisition has approximately 316.04' lineal feet of frontage along the southern property line of the subject property, south of Trenton Road. The proposed acquisition, which is the subject of this report, shall be evaluated as a whole as determined by the approaches to market value selected. The subject shall be valued based on the highest and best use as a residential use tract of land, which is based on the local market trends along Trenton Road. This highest and best use is further explained on page 3.2 of this report.

To Be Acquired (Net)	1.20	Acres
	52,272	Square Feet

Legal Description: Part To Be Acquired

A 1.31 of an acre tract of land out of Lot 3 and 4, Block 53, Alamo Land and Sugar Company's Subdivision, Hidalgo County, Texas, according to the map or plat thereof recorded in Volume 1, Page 24-26, Map Records, Hidalgo County, Texas, and according to Final Judgement Recorded Under County Clerk's Document Number 868783, Official Records, Hidalgo County, Texas.

Remainder Before and After Acquisition

The remainder, before and after the acquisition, is defined as the partial acquisition subtracted from the whole property which is described as the subject property. It is determined at the time of appraisal whether or not damages to the remainder are caused by the proposed part to be acquired. The highest and best use of the subject property before and after the proposed partial acquisition is analyzed to determine whether or not the use of the subject property will be altered as a result of the proposed part to be acquired. As for the remainder, it was determined that the highest and best use before and after the acquisition shall remain and not be damaged or changed as a result of the proposed acquisition.

Property Tax Data

The property tax assessment was reviewed at the Hidalgo County Appraisal District and can also be accessed via www.hidalgoad.org. According to the information provided by the Hidalgo County Appraisal District located at located at N. Chaparral, Suite 206 in McAllen, Texas. Under the Districts web-site, www.hidalgoad.org, the subject property was confirmed to be under the ownership of HIDALGO COUNTY HIDTA TASK FORCE.

OWNER OF RECORD	HIDALGO COUNTY HIDTA TASK FORCE
PROPERTY TAX IDENTIFICATION NO.	R113202
IMPROVEMENT VALUE	$ 0
LAND VALUE	$32,400
ASSESSED VALUE	$32,4003
EXEMPTIONS	EXEMPT

OWNER OF RECORD	HIDALGO COUNTY HIDTA TASK FORCE
PROPERTY TAX IDENTIFICATION NO.	R113204
IMPROVEMENT VALUE	$ 0
LAND VALUE	$104,400
ASSESSED VALUE	$104,400
EXEMPTIONS	EXEMPT

Site Assessment Statement

This appraiser has made an off-site inspection of the subject property, and no obvious adverse environmental concerns or potentially hazardous materials were observed. This appraiser is not qualified to make a detailed environmental study and highly recommends that an inspection be made by a qualified environmental engineer if any environmental concerns exist. Leonel Garza Jr. & Associates LLC has performed this appraisal report under the hypothetical condition and extraordinary assumption that the subject property has not experienced any adverse environmental concerns which may influence its marketability and or value. A survey of the remainder of the subject property was not provided or necessary due to the acquisition being a partial taking. The extraordinary assumption is that neither adverse easements nor encroachments are located within the subject property which would affect the value of the whole. The subject property was observed that the property is generally level and typical of the surrounding market area. No severe low lying areas were observed, however, this appraiser is not an engineer and cannot certify to the topography or drainage of the subject property.

Utility Services Available

The subject property is located in a region, which contains, water, electricity, cable, and phone service, which is typical of the market area. The client, as per previous agreement with the public utility provider, informed the appraiser that all private utilities will be relocated, if affected by the part to be acquired and all necessary reconnections will be the responsibility of the utility provider. As such said relocation and reconnection cost shall not be included in the valuation of the part to be acquired.

Identification of Personal Property

As per scope of the assignment, no personal property located within the proposed right-of-way and the remainder before and after the acquisition shall be included for compensation, unless it was determined by the appraiser that these item shall be affected or damaged by the proposed acquisition. In the event the selected items are determined to be compensable, then they shall be included within the cost approach section of this report. A value which shall be either the cost to cure and or the cost of replacement shall be delineated for each item for clarity.

Current Listing Status

Based on the off-site inspection of the subject property no visible "For Sale" signs were located on-site indicated the subject property listed for sale. Additional research was conducted with local Realtor's® Multiple Listing Services and the subject property was not listed.

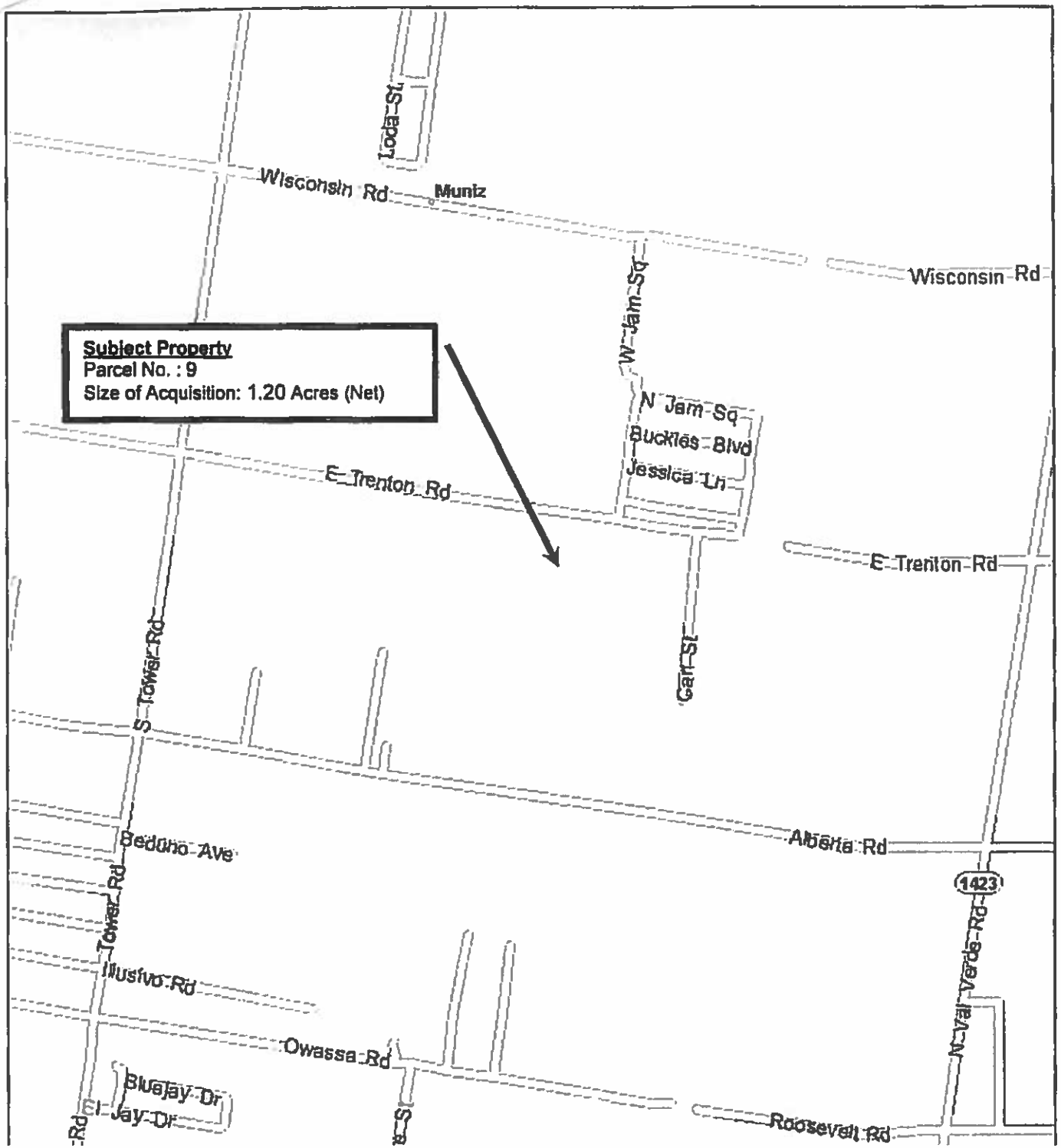
Exposure Time

Exposure time is defined as the "length of time the property interest being appraised would have been offered on the market prior to the hypothetical consummation of a sale at market value on the effective date of the appraisal." Based on research performed within the market area, an indicated twelve (12) to twenty-four month (24) exposure time is indicated for the subject property. This was estimated based on current and past listings located within the market area which were reviewed during our sales search for comparables similar to the subject property.

Estimated Marketing Time Period

The indicated marketing period is based on the marketing periods of the comparable sales used in the Sales Comparison Approach and the surrounding sales found. Based on the research performed, a twelve (12) to twenty-four month (24) marketing time period appears to be adequate. This time period was selected after a review of multiple land sales within the Hidalgo County markets along Trenton Road and neighboring thoroughfares. The analysis included the indicated "DOM" Days on Market as shown on the several multiple listing service which provides local Realtors® an avenue to advertise properties located in the Rio Grande Valley with the focus within Hidalgo County.

LOCATION MAP OF SUBJECT PROPERTY



AERIAL PHOTOGRAPH OF SUBJECT PROPERTY

Google Earth

FIELD NOTES OF PART TO BE ACQUIRED (Page 1 of 1)

METES AND BOUNDS

HIDALGO COUNTY PRECINCT No.4
SAN CARLOS DRAINAGE IMPROVEMENTS
TRENTON DRAIN
PARCEL: No.9 FEE SIMPLE

A 1.31 ACRE TRACT OF LAND OUT OF LOTS 3 AND 4, BLOCK 53, 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 FINAL JUDGEMENT RECORDED UNDER COUNTY CLERK'S DOCUMENT NUMBER 868783, OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS, REFERENCE TO WHICH IS HERE MADE FOR ALL PURPOSES AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS.

BEGINNING AT A 1/2" IRON ROD 24" IN LENGTH WITH PLASTIC CAP STAMPED RPLS 4856 SET ON THE SOUTH LINE OF LOT 3 FOR THE SOUTHWEST CORNER OF THIS TRACT, SAID ROD BEARS S 81°28'09" E, 1,013.50 FEET FROM THE SOUTHWEST CORNER OF LOT 3.

THENCE; N 08°30'37" E, A DISTANCE OF 132.51 FEET TO A 1/2" IRON ROD WITH CAP STAMPED MELDEN & HUNT, INC. FOUND FOR THE SOUTHEAST CORNER OF HERENCIA MANOR SUBDIVISION (RECORDED IN VOLUME 42, PAGE 33, MAP RECORDS, HIDALGO COUNTY, TEXAS) AND AN INTERIOR CORNER OF THIS TRACT.

THENCE; N 08°20'45" E, ALONG THE EAST LINE OF HERENCIA MANOR SUBDIVISION, A DISTANCE OF 47.49 FEET TO A 1/2" IRON ROD WITH 24" IN LENGTH WITH CAP STAMPED RPLS 4856 SET FOR THE NORTHWEST CORNER OF THIS TRACT.

THENCE; S 81°28'09" E, A DISTANCE OF 316.00 FEET TO A 1/2" IRON ROD 24" IN LENGTH WITH PLASTIC CAP STAMPED RPLS 4856 SET ON THE WEST LINE OF SAHARA ESTATES No.2 (RECORDED IN VOLUME 56, PAGE 26, MAP RECORDS, HIDALGO COUNTY, TEXAS) FOR THE NORTHEAST CORNER OF THIS TRACT.

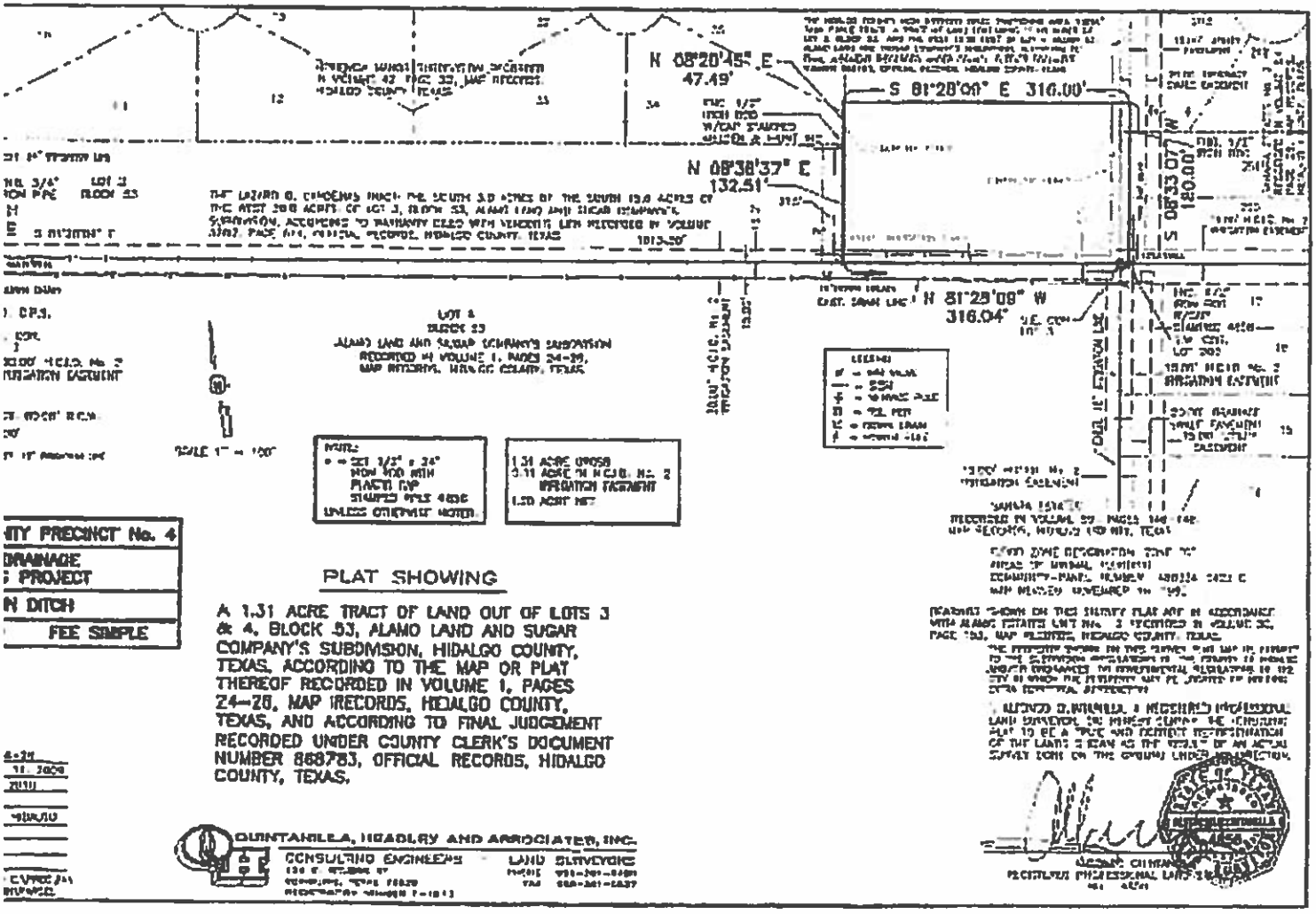
THENCE; S 08°33'07" W, ALONG THE WEST LINE OF SAHARA ESTATES No.2, A DISTANCE OF 180.00 FEET TO A 1/2" IRON ROD WITH PLASTIC CAP STAMPED RPLS 4856 FOUND ON THE SOUTH LINE OF LOT 4 FOR THE SOUTHWEST CORNER OF SAHARA ESTATES No.2 AND THE SOUTHEAST CORNER OF THIS TRACT.

THENCE; N 81°28'09" W, ALONG THE SOUTH LINE OF LOTS 3 AND 4, A DISTANCE OF 316.04 FEET TO THE POINT OF BEGINNING AND CONTAINING 1.31 ACRES 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



ITY PRECINCT No. 4
DRAINAGE
PROJECT
N DITCH
FEE SIMPLE

PLAT SHOWING

A 1.31 ACRE TRACT OF LAND OUT OF LOTS 3 & 4, BLOCK 53, 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 FINAL JUDGEMENT RECORDED UNDER COUNTY CLERK'S DOCUMENT NUMBER 868783, OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS.

QUINTANILLA, HEADLEY AND ASSOCIATES, INC.
CONSULTING ENGINEERS
LAND SURVEYORS

SURVEY OF PART TO BE ACQUIRED (Page 1 of 1)

PHOTOGRAPHS OF SUBJECT PROPERTY

Parcel No.: 9

Local Address: Located along Trenton Road, 0.19 Miles East of Tower Road, Hidalgo County, Texas.

Date Taken: April 19, 2011

Taken By: :Leonel Garza III

Point which taken: Photo 1: Haven Lane ROW
Photo 2: HCID No.2 Easement

Looking: Photo 1: Western View
Photo 2: Southwestern View

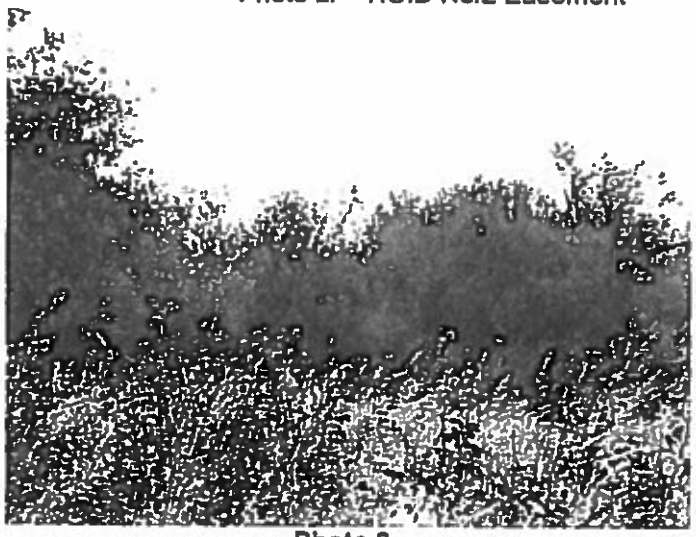


Photo 3

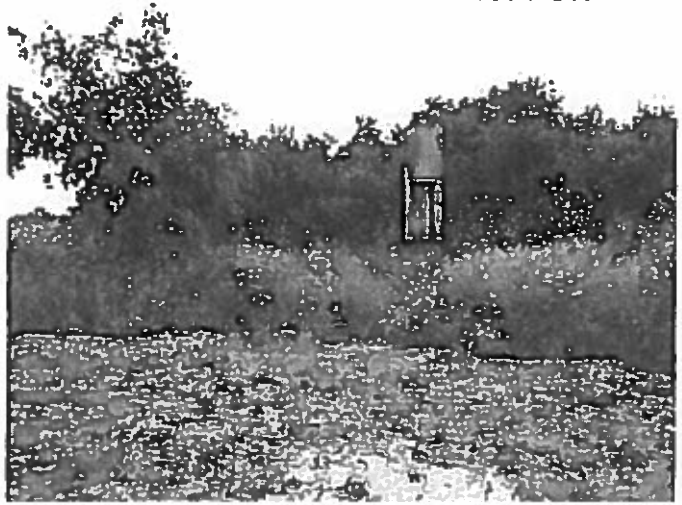
Western view of the subject property, and part to be acquired from Haven Lane.

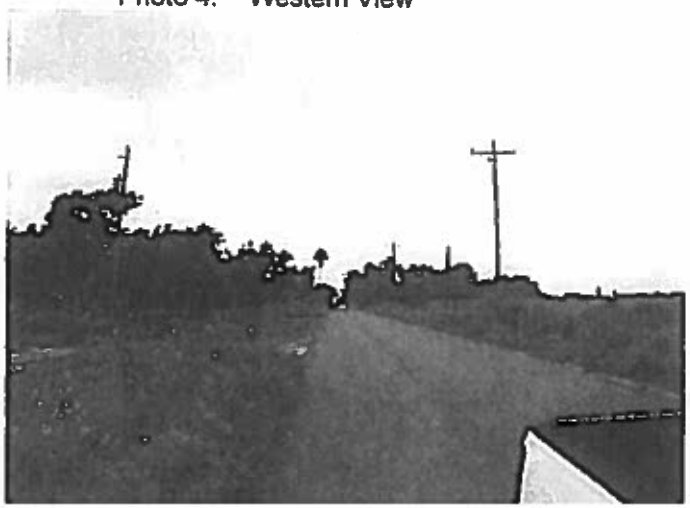
Photo 4

Southwestern view of the subject property, and part to be acquired from a HCID No.2 Easement.

Point which taken: Photo 3: HCID#2 ROW
Photo 4: Trenton Road ROW

Looking: Photo 3: Western View
Photo 4: Western View





DESCRIPTION OF PROPERTY:

The subject property, as a whole, is a 10.0 acre tract of land located along the southern frontage of Trenton Road. Upon off-site inspection it was noted that the subject was utilized for single family use. Located on the property are the remains of a single family residence which was burnt down. The residential improvement and supporting site improvements are located centrally within the subject property north of the part to be acquired. Said improvements are located away from the proposed acquistion and are not negatively affected. As such they are not included in the assessement for compensation of the part to be aquired. According to the survey provided by Quintanilla, Headley and Associates, Inc, revised August 3, 2010 the part to be acquired is approximately 1.31 acres net (57,064 square feet) located along the most southern property boundary of the subject whole property. In order to determine the pro-rate part of the whole, the market value of the whole property must be evaluated in order to determine the market unit value of the part to be acquired. This land area currently in fee simple shall be calculated at 100% of the unit value derived from the sales comparison approach as vacant. This is performed in order to determine the total compensation for the proposed acquisition of said tract in the name of the County of Hidalgo, Texas.

AREA OR NEIGHBORHOOD ANALYSIS:

The subject neighborhood along Trenton Road, is a mixture of single family homes, single family residential developments and agricultural uses. Leonel Garza Jr. & Associates LLC has inspected the market area along Trenton Road and has found that the market contains stable growth. Limited subdivision development has been found in recent years in the area due to the current economic situation with the Lower Rio Grande Valley.

AI-50241 **Precinct #4** **20. B.**

CC - REGULAR

Meeting Date: 06/23/2015

Submitted By: Rolando Garcia, BUDGET & MANAGEMENT

Department: BUDGET & MANAGEMENT

Information

CAPTION

Precinct No.4 (Hoehn Drive Subd):

1. Approval of Certification of Revenues, as approved by the County Auditor for City of McAllen's contribution for the provision of sanitary sewer services to the Hoehn Drive Subdivision as per Interlocal Cooperation Agreement between Hidalgo County, Hidalgo County Drainage District No.1 and City of McAllen

2. Approval of 2015 appropriation of funds into Precinct No.4 RD Maint (1200) in the amount of $477,895.90

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2015 **ACCT. #:** 5-1200-431-00-124-159-0-841

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

BUDGETARY IMPACT:

Appropriation of funds in the amount of $477,895.90 for sewer project.
Funding available Due From Other Govt-McAllen-Hoehn Sewer as of 6/19/15.

Attachments

appropriation

Form Review

Inbox	Reviewed By	Date
Roland Garcia (Originator)	Rolando Garcia	06/19/2015 04:55 PM
Budget & Management	Veronica Ortiz	06/19/2015 04:59 PM
Purchasing Department	Monica Badillo	06/19/2015 05:55 PM
Form Started By: Rolando Garcia		Started On: 06/19/2015 04:09 PM
Final Approval Date: 06/19/2015		

DATE: June 19, 2015

2015
Appropriation
(revised)

DEPARTMENT HEAD: Sergio Cruz

DEPARTMENT NAME: Precinct No.4 Rd. Maintenance Department (1200)

ACCOUNT NUMBER: 5-1200-431-00-124-159-0-841

Contact Person: Rolando Garcia **Ph#** 956-292-7025 x.5413

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
5-1200-431-00-124-159-0-841	PCT4 DRAIN HOEHN PROJECT-AID TO GOVT	$477,895.90
5-1200-337-00-124-006-0-000	R&B PCT4-MCALLEN DD1-HOEHN SUB SEWER PRJ	477,895.90
	TOTAL BUDGET INCREASE (DECREASE)	$477,895.90

REASON: Appropriation for contribution from City of McAllen for the Hoehn Drive Subdivision Sewer Project as per ILA approved June9, 2015 (AI-50241)

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

/ /
DATE

ATTEST COUNTY CLERK

AI-50231 **Budget and Management** **21. A.**

CC - REGULAR

Meeting Date: 06/23/2015

Submitted By: Sergio Cruz, BUDGET & MANAGEMENT

Department: BUDGET & MANAGEMENT

Information

CAPTION

Presentation on 2016 Budget Process Status Update

BACKGROUND

Presentation and Discussion Item only - No Action Required

Fiscal Impact

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	06/19/2015 04:38 PM
Purchasing Department	Monica Badillo	06/19/2015 05:55 PM

Form Started By: Sergio Cruz Started On: 06/19/2015 01:44 PM

Final Approval Date: 06/19/2015

AI-50114 **Budget and Management** **21. B.**

CC - REGULAR

Meeting Date: 06/23/2015

Submitted For: Sergio Cruz, BUDGET & MANAGEMENT

Submitted By: Manuel Chapa, BUDGET & MANAGEMENT

Department: BUDGET & MANAGEMENT

Information

CAPTION

Edward Byrne Memorial:
1. Authorization and approval to apply for the FY 2015 Edward Byrne Memorial - Justice Assistance Grant (JAG) Program with the U.S. Department of Justice.
2. Public Hearing on the FY 2015 Edward Byrne Justice Assistance Grant (JAG) Program Application/Strategies/Narrative.
3. Discussion, consideration, review, and approval of the program application/strategies/narrative of the FY 2015 Edward Byrne Justice Assistance Grant.
4. Authorization for County Judge to sign the required documents.

BACKGROUND

Due date to apply: June 26, 2015.
Local allocation $37,085.00
No County cash match required.

Fiscal Impact

FISCAL YEAR: 2015 **ACCT. #:** 5-1282-412-00-115-047-X-XXX

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

BUDGETARY IMPACT:

Approval to apply for JAG FY 15 Grant.

No local match

Proposed grant award amount: $37,085.00

Fiscal year/ period of perfomance: October 1, 2014 through September 30, 2018
Project date: Aug 1, 2015 to July 31, 2017

Funds will be used to fund Salaries & Fringes for the Auxiliary Court Court Coordinator.

Please refer to the attached narratives.

Proposed Funds are not sufficient to sustain cost of salaries, allowances and fringe benefits for the current Court Coordinator position.

Attachments

Email fr DOJ
Allocation
FY 15 Local solicitation
application
att1
att2
att3
att4
att5

Form Review

Inbox	Reviewed By	Date
Manuel Chapa (Originator)	Manuel Chapa	06/18/2015 04:31 PM
Budget & Management	Veronica Ortiz	06/18/2015 06:10 PM
Budget & Management	Debbie Tamez	06/19/2015 05:18 PM
Purchasing Department	Monica Badillo	06/19/2015 05:55 PM
Form Started By: Manuel Chapa		Started On: 06/16/2015 10:47 AM
Final Approval Date: 06/19/2015		

From: "BJA Justice" <bja.justice@usdoj.gov>
Sent: Tuesday, May 12, 2015 4:05:48 PM
Subject: Fiscal Year (FY) 2015 Local Edward Byrne Memorial Justice Assistance Grant (JAG) Program announcement

Good afternoon,

The previous email that you may have received did not include the correct web links to the Fiscal Year (FY) 2015 Local JAG allocations and solicitation. **Please disregard any previous version of this email you received regarding FY 2015 Local JAG and refer to the email below.**

The Bureau of Justice Assistance (BJA) is pleased to announce that FY 15 Local JAG Program funding information is now available and appears on the BJA JAG web page.

Please note that this email is being sent to a large group of potential Local JAG applicants and **does not necessarily confirm your jurisdiction's eligibility under the FY 2015 Local JAG Program**.

Eligible jurisdictions under FY 2015 Local JAG are limited to units of local government appearing on the FY 2015 Local JAG Allocations list. Please verify your eligibility, and **if eligible**, review the associated FY 2015 Local JAG solicitation and submit an application for funding through the Office of Justice Program's (OJP) Grants Management System (GMS) **by 8:00 p.m. Eastern on Tuesday, June 26, 2015.**

****New this year:** Please closely review the new section of this year's solicitation titled "Prohibited and Controlled Uses" carefully, noting that the BJA controlled/prohibited items list will be updated in the coming weeks and will apply to the FY15 JAG Program. Pursuant to Executive Order 13688 (Federal Support for Local Law Enforcement Equipment Acquisition), a federal inter-agency working group has been charged with, among other things, 'developing a consistent Government-wide list of controlled equipment allowable for acquisition by LEAs, as well as a list of those items that can only be transferred with special authorization and use limitations.' The working group's recommendations, which are due to be delivered to the President in mid-May, will alter the list of items that were previously prohibited by BJA. Applicants must conform to any updated guidance regarding specialized equipment, and BJA prefers that any justifications for controlled equipment be submitted at the time of application.

Please contact the GMS Help Desk at 1-888-549-9901 (Option 3) prior to the deadline if you experience any technical difficulties with submission. Applications must be submitted by the stated deadline, regardless of whether the 30 day governing body review requirement has been satisfied. BJA will hold applications prior to processing until the 30 day governing body review requirement has been met OR will attach a withholding of funds special condition to the award until the governing body requirement has been satisfied.

For questions related to the JAG solicitation, please contact the National Criminal Justice Reference Service (NCJRS) Response Center: toll-free at 1-800-851-3420; via TTY at 301-240-6310 (hearing impaired only); email responsecenter@ncjrs.gov; fax to 301-240-5830; or web chat at https://webcontact.ncjrs.gov/ncjchat/chat.jsp. The NCJRS Response Center hours of operation are 10:00 a.m. to 6:00 p.m. eastern time, Monday through Friday. 10:00 a.m. to 8:00 p.m. eastern time on the solicitation close date. You may also contact your State Policy Advisor.

2015 TEXAS LOCAL JAG ALLOCATIONS

Listed below are all jurisdictions in the state that are eligible for FY 2015 JAG funding, as determined by the JAG formula. For additional details regarding the JAG formula and award calculation process, with examples, please refer to the updated JAG Technical report: https://www.bja.gov/Publications/JAGTechRpt.pdf. For JAG Frequently Asked Questions, please refer to BJA's JAG webpage: https://www.bja.gov/Funding/JAGFAQ.pdf.

Finding your jurisdiction: (1) Disparate jurisdictions are listed in shaded groups below, in alphabetic order by county. (2) Eligible individual allocations are listed alphabetically below the shaded, disparate groupings. Counties that have an asterisk (*) under the "Eligible Individual Allocation" column did not submit the level of violent crime data to qualify for a direct award from BJA, but are in the disparate grouping indicated by the shaded area. The JAG legislation requires these counties to remain a partner with the local jurisdictions receiving funds and must be a signatory on the required Memorandum of Understanding (MOU). A sample MOU is provided online at: https://www.bja.gov/Funding/JAGMOU.pdf. Disparate jurisdictions do not need to abide by the listed individual allocations, which are provided for information only. Jurisdictions in a funding disparity are responsible for determining individual amounts within the Eligible Joint Allocation and for documenting individual allocations in the MOU.

State	Jurisdiction Name	Government Type	Direct Allocation	Joint Allocation
TX	ANGELINA COUNTY	County	*	
TX	LUFKIN CITY	Municipal	$13,483	$13,483
TX	BELL COUNTY	County	*	
TX	KILLEEN CITY	Municipal	$60,288	
TX	TEMPLE CITY	Municipal	$13,882	$74,170
TX	BEXAR COUNTY	County	$35,764	
TX	SAN ANTONIO CITY	Municipal	$568,459	$604,223
TX	BOWIE COUNTY	County	*	
TX	TEXARKANA CITY	Municipal	$29,608	$29,608
TX	BRAZORIA COUNTY	County	*	
TX	PEARLAND CITY	Municipal	$10,044	$10,044
TX	BRAZOS COUNTY	County	*	
TX	BRYAN CITY	Municipal	$27,265	
TX	COLLEGE STATION CITY	Municipal	$28,860	$56,125
TX	CAMERON COUNTY	County	$10,642	
TX	BROWNSVILLE CITY	Municipal	$36,038	
TX	HARLINGEN CITY	Municipal	$21,732	$68,412
TX	CHEROKEE COUNTY	County	*	
TX	JACKSONVILLE CITY	Municipal	$11,091	$11,091
TX	COLLIN COUNTY	County	*	
TX	MCKINNEY CITY	Municipal	$16,947	
TX	PLANO CITY	Municipal	$29,907	$46,854
TX	DALLAS COUNTY	County	*	
TX	BALCH SPRINGS CITY	Municipal	$14,081	
TX	CARROLLTON CITY	Municipal	$14,231	
TX	DALLAS CITY	Municipal	$624,061	
TX	DESOTO CITY	Municipal	$11,489	
TX	GARLAND CITY	Municipal	$39,477	
TX	GRAND PRAIRIE CITY	Municipal	$39,901	
TX	IRVING CITY	Municipal	$38,655	

TX	LANCASTER CITY	Municipal	$10,343	
TX	MESQUITE CITY	Municipal	$30,929	
TX	RICHARDSON CITY	Municipal	$11,763	$834,930
TX	DENTON COUNTY	County	*	
TX	DENTON CITY	Municipal	$25,097	
TX	LEWISVILLE CITY	Municipal	$15,203	$40,300
TX	ECTOR COUNTY	County	*	
TX	ODESSA CITY	Municipal	$73,048	$73,048
TX	EL PASO COUNTY	County	$17,346	
TX	EL PASO CITY	Municipal	$205,337	$222,683
TX	GALVESTON COUNTY	County	*	
TX	GALVESTON CITY	Municipal	$20,785	
TX	TEXAS CITY	Municipal	$10,617	$31,402
TX	GRAY COUNTY	County	*	
TX	PAMPA CITY	Municipal	$10,318	$10,318
TX	GRAYSON COUNTY	County	*	
TX	SHERMAN CITY	Municipal	$10,393	$10,393
TX	GREGG COUNTY	County	*	
TX	LONGVIEW CITY	Municipal	$32,823	$32,823
TX	HARRIS COUNTY	County	$570,627	
TX	HOUSTON CITY	Municipal	$1,582,459	$2,153,086
TX	HARRISON COUNTY	County	*	
TX	MARSHALL CITY	Municipal	$11,988	$11,988
TX	HAYS COUNTY	County	*	
TX	SAN MARCOS CITY	Municipal	$13,533	$13,533
TX	HOWARD COUNTY	County	*	
TX	BIG SPRING CITY	Municipal	$12,387	$12,387
TX	HUNT COUNTY	County	*	
TX	GREENVILLE CITY	Municipal	$13,732	$13,732
TX	JEFFERSON COUNTY	County	*	
TX	BEAUMONT CITY	Municipal	$88,126	
TX	PORT ARTHUR CITY	Municipal	$28,337	$116,463
TX	JIM WELLS COUNTY	County	*	
TX	ALICE CITY	Municipal	$13,284	$13,284
TX	KLEBERG COUNTY	County	*	
TX	KINGSVILLE CITY	Municipal	$11,888	$11,888
TX	LAMAR COUNTY	County	*	
TX	PARIS CITY	Municipal	$12,237	$12,237
TX	LUBBOCK COUNTY	County	*	
TX	LUBBOCK CITY	Municipal	$139,342	$139,342

TX	MCLENNAN COUNTY	County	*	
TX	BELLMEAD CITY	Municipal	$12,586	
TX	WACO CITY	Municipal	$47,752	$60,338
TX	MIDLAND COUNTY	County	*	
TX	MIDLAND CITY	Municipal	$26,966	$26,966
TX	NAVARRO COUNTY	County	*	
TX	CORSICANA CITY	Municipal	$12,985	$12,985
TX	NUECES COUNTY	County	*	
TX	CORPUS CHRISTI CITY	Municipal	$149,112	$149,112
TX	POTTER COUNTY	County	*	
TX	AMARILLO CITY	Municipal	$94,805	$94,805
TX	SMITH COUNTY	County	$17,296	
TX	TYLER CITY	Municipal	$35,116	$52,412
TX	TARRANT COUNTY	County	*	
TX	ARLINGTON CITY	Municipal	$140,065	
TX	BEDFORD TOWN	Municipal	$12,985	
TX	FORT WORTH CITY	Municipal	$337,576	
TX	HURST CITY	Municipal	$14,929	
TX	NORTH RICHLAND HILLS CITY	Municipal	$12,760	$518,315
TX	TAYLOR COUNTY	County	*	
TX	ABILENE CITY	Municipal	$34,318	$34,318
TX	TOM GREEN COUNTY	County	*	
TX	SAN ANGELO CITY	Municipal	$20,137	$20,137
TX	TRAVIS COUNTY	County	$32,449	
TX	AUSTIN CITY	Municipal	$249,176	$281,625
TX	VICTORIA COUNTY	County	*	
TX	VICTORIA CITY	Municipal	$29,633	$29,633
TX	WALKER COUNTY	County	*	
TX	HUNTSVILLE CITY	Municipal	$15,028	$15,028
TX	WEBB COUNTY	County	*	
TX	LAREDO CITY	Municipal	$79,329	$79,329
TX	WICHITA COUNTY	County	*	
TX	WICHITA FALLS CITY	Municipal	$33,272	$33,272
TX	WILLACY COUNTY	County	*	
TX	RAYMONDVILLE CITY	Municipal	$10,069	$10,069
TX	WILLIAMSON COUTNY	County	*	
TX	ROUND ROCK CITY	Municipal	$10,094	$10,094
TX	ALAMO CITY	Municipal	$12,711	
TX	BASTROP COUNTY	County	$13,832	
TX	BAYTOWN CITY	Municipal	$18,542	
TX	COMAL COUNTY	County	$13,682	
TX	CONROE CITY	Municipal	$15,751	

TX	DONNA CITY	Municipal	$10,193
TX	EDINBURG CITY	Municipal	$22,829
TX	FORT BEND COUNTY	County	$62,655
TX	HENDERSON COUNTY	County	$14,380
TX	HIDALGO COUNTY	County	$37,085
TX	KAUFMAN COUNTY	County	$10,019
TX	LIBERTY COUNTY	County	$12,411
TX	MCALLEN CITY	Municipal	$14,530
TX	MONTGOMERY COUNTY	County	$40,823
TX	PASADENA CITY	Municipal	$44,362
TX	PHARR CITY	Municipal	$18,841
TX	SAN JUAN CITY	Municipal	$16,100
TX	WESLACO CITY	Municipal	$23,751
	Local total		**$6,498,782**

OMB No. 1121-0329
Approval Expires 07/31/2016

U.S. Department of Justice
Office of Justice Programs
Bureau of Justice Assistance

The U.S. Department of Justice (DOJ), Office of Justice Programs' (OJP) Bureau of Justice Assistance (BJA) is seeking applications for funding under the Edward Byrne Memorial Justice Assistance Grant (JAG) Program. This program furthers the Department's mission by assisting state, local, and tribal efforts to prevent or reduce crime and violence.

Edward Byrne Memorial Justice Assistance Grant (JAG) Program
FY 2015 Local Solicitation

Eligibility

Applicants are limited to units of local government appearing on the FY 2015 JAG Allocations List. To view this list, go to www.bja.gov/programs/jag/15jagallocations.html. For JAG Program purposes, a unit of local government is: a town, township, village, parish, city, county, borough, or other general purpose political subdivision of a state; or, it may also be a federally recognized Indian tribe that performs law enforcement functions (as determined by the Secretary of the Interior). Otherwise a unit of local government may be any law enforcement district or judicial enforcement district established under applicable state law with authority to independently establish a budget and impose taxes. In Louisiana, a unit of local government means a district attorney or parish sheriff.

For additional eligibility information, see section C. Eligibility Information.

Deadline

Applicants must register in OJP's Grants Management System (GMS) prior to submitting an application for this funding opportunity. Registration is required for all applicants, even those previously registered in GMS. Select the "Apply Online" button associated with the solicitation title. All registrations and applications are due by 8:00 p.m. eastern time on June 26, 2015.

For additional information, see "How to Apply" in Section D. Application and Submission Information.

Contact Information

For technical assistance with submitting an application, contact the Grants Management System Support Hotline at 1–888–549–9901, option 3, or via e-mail to GMS.HelpDesk@usdoj.gov. The GMS Support Hotline hours of operation are Monday–Friday from 6:00 a.m. to midnight eastern time, except federal holidays.

Applicants that experience unforeseen GMS technical issues beyond their control that prevent them from submitting their application by the deadline must e-mail the BJA contact identified

below **within 24 hours after the application deadline** and request approval to submit their application. Additional information on reporting technical issues is found under "Experiencing Unforeseen GMS Technical Issues" in the How to Apply section.

For assistance with any other requirement of this solicitation, contact the National Criminal Justice Reference Service (NCJRS) Response Center: toll-free at 1-800-851-3420; via TTY at 301-240-6310 (hearing impaired only); email responsecenter@ncjrs.gov; fax to 301-240-5830; or web chat at https://webcontact.ncjrs.gov/ncjchat/chat.jsp. The NCJRS Response Center hours of operation are 10:00 a.m. to 6:00 p.m. eastern time, Monday through Friday, and 10:00 a.m. to 8:00 p.m. eastern time on the solicitation close date. You may also contact your State Policy Advisor.

Release date**:** May 12, 2015

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Edward Byrne Memorial Justice Assistance Grant (JAG) Program: FY 2015 Local Solicitation (CFDA #16.738)

A. Program Description

Overview
The Edward Byrne Memorial Justice Assistance Grant (JAG) Program (42 U.S.C. § 3751(a)) is the primary provider of federal criminal justice funding to state and local jurisdictions. The JAG Program provides states and units of local governments with critical funding necessary to support a range of program areas including law enforcement, prosecution and court programs, prevention and education programs, corrections and community corrections, drug treatment and enforcement, crime victim and witness initiatives, and planning, evaluation, and technology improvement programs.

Program-Specific Information
JAG funds may be used for state and local initiatives, technical assistance, strategic planning, research and evaluation (including forensics), data collection, training, personnel, equipment, forensic laboratories, supplies, contractual support, and criminal justice information systems that will improve or enhance such areas as:

- Law enforcement programs.
- Prosecution and court programs, including indigent defense.
- Prevention and education programs.
- Corrections and community corrections programs.
- Drug treatment and enforcement programs.
- Planning, evaluation, and technology improvement programs.
- Crime victim and witness programs (other than compensation).

***Please note that JAG funding may be utilized in support of:**
- Systems upgrades (hardware/software), including potential upgrades necessary for state, territories, units of local government and/or tribes to come into compliance with the FBI's UCR Redevelopment Project (UCRRP).
- Developing or sustaining state compatible incident based reporting systems.

Goals, Objectives, and Deliverables
The Chief Executive Officer (CEO) of an eligible unit of local government or other officer designated by the CEO must submit the application for JAG funds. A unit of local government receiving a JAG award will be responsible for the administration of the funds including: distributing the funds; monitoring the award; submitting quarterly financial status (SF-425) and performance metrics reports and semi-annual programmatic reports; and providing ongoing oversight and assistance to any subrecipients of the funds.

Evidence-Based Programs or Practices
OJP strongly emphasizes the use of data and evidence in policy making and program development in criminal justice, juvenile justice, and crime victim services. OJP is committed to:

- Improving the quantity and quality of evidence OJP generates.

- Integrating evidence into program, practice, and policy decisions within OJP and the field.
- Improving the translation of evidence into practice.

OJP considers programs and practices to be evidence-based when their effectiveness has been demonstrated by causal evidence, generally obtained through one or more outcome evaluations. Causal evidence documents a relationship between an activity or intervention (including technology) and its intended outcome, including measuring the direction and size of a change, and the extent to which a change may be attributed to the activity or intervention. Causal evidence depends on the use of scientific methods to rule out, to the extent possible, alternative explanations for the documented change. The strength of causal evidence, based on the factors described above, will influence the degree to which OJP considers a program or practice to be evidence-based. OJP's CrimeSolutions.gov web site is one resource that applicants may use to find information about evidence-based programs in criminal justice, juvenile justice, and crime victim services.

A useful matrix of evidence-based policing programs and strategies is available through the Center for Evidence-Based Crime Policy at George Mason University. In the reentry field, a summary of research-based reentry strategies is available on the National Reentry Resource Center's What Works in Reentry Clearinghouse. BJA offers a number of program models designed to effectively implement evidence-based strategies including Smart Policing, Smart Supervision, Smart Pretrial, Smart Defense and Smart Prosecution. BJA encourages states to use JAG funds to support these "smart on crime" strategies, including effective partnerships with universities and research partners and with non-traditional criminal justice partners.

JAG Priority Areas

BJA recognizes that there are significant pressures on state and local criminal justice systems. In these challenging times, shared priorities and leveraged resources can make a significant impact. In light of this, it is important to make SAAs and local JAG recipients aware of several areas of priority that may be of help in maximizing the effectiveness of JAG funding at the state and local level. The following priorities represent key areas where BJA will focus nationally and invite each state and local JAG recipient to join us in addressing these challenges as a part of our JAG partnership:

Reducing Gun Violence

Gun violence has touched nearly every state, county, city, town, and tribal government in America. In an effort to address this continuing need BJA encourages states and localities to invest valuable JAG funds in programs to: combat gun violence, enforce existing firearms laws, improve the process used to ensure that those prohibited from purchasing or owning guns are prevented from doing so, enhance reporting to the Federal Bureau of Investigation's (FBI) National Instant Criminal Background Check System (NICS) and provide active shooter response training to law enforcement officers and first responders.

While our nation has made great strides in reducing violent crime over the last decade, some municipalities and regions continue to experience unacceptable levels of violent crime at rates far in excess of the national average. In 2014, as part of BJA's longstanding commitment to support effective strategies to reduce violent crime, BJA launched the Violence Reduction Network. By the end of FY 2015, 10 VRN sites, working with a broad network of federal, state, and local partners will be implementing data-driven evidence-based strategies to reduce deeply entrenched violent crime in those communities. SAAs and localities with VRN sites are strongly

encouraged to join the VRN and help address funding gaps in violence reduction efforts in those communities. For information on VRN, see www.bja.gov/Programs/VRN.html.

Body-Worn Cameras, Storage, and Policies

Over the past several years, law enforcement agencies across the country have begun equipping their officers with body-worn cameras (BWCs). The important benefits of BWCs, and the challenges in implementing BWC programs, are highlighted in several recent publications: see the Office of Justice Programs' Diagnostic Center report *Police Officer Body-Worn Cameras: Assessing the Evidence*, and the COPS Office and Police Executive Research Forum paper, *Implementing A Body-Worn Camera Program: Recommendations and Lessons Learned*.

JAG funding is an important potential source of funding for law enforcement agencies implementing new BWC programs or enhancing existing programs. JAG funds may be used to purchase BWCs and for costs associated with the BWC program, such as storage and policy development. Similarly, SAAs are encouraged to use either their Variable Pass-Through (VPT) or their "less than $10,000" funding that is added into the state award to set aside funds to assist small departments in implementing BWC programs.

Agencies using JAG funds to purchase BWC equipment or to implement or enhance BWC programs should, as a best practice, have policies and procedures in place related to equipment usage, data storage, privacy, victims, access, disclosure, training, etc. Officers, prosecutors, defenders, victims and privacy advocates, and community groups should be consulted early in the BWC policy development process to guide and inform policy and procurement decisions. BJA plans to release a BWC Toolkit and web site in spring 2015 that will share model BWC policies, resources, and best practices to assist departments in implementing BWC programs.

Recidivism Reduction, Pretrial Reform, and Justice System Realignment

In this time of fiscal austerity and smaller state and local budgets, reducing unnecessary incarceration in a manner that promotes public safety is a paramount goal. Effective community supervision of non-violent offenders coupled with evidence-based program interventions can result in significant reductions in recidivism. A priority funding area is the implementation of effective pretrial services programs. The use of validated risk assessment tools to inform pre-trial release decisions is critical. For a variety of resources, or to request BJA supported technical assistance from the Pretrial Justice Institute, see www.pretrial.org. Another priority for JAG funding is to support innovative programs and approaches in probation and parole supervision that improve services to offenders and increase collaborative efforts among community supervision agencies with law enforcement and the courts.

Another promising approach to justice systems reform is the Justice Reinvestment Initiative (JRI), a public-private partnership between BJA and the PEW Public Safety Performance Project. Currently, 17 states and 17 local governments are working to control spiraling incarceration costs through JRI and reinvesting in evidence-based criminal justice programs and strategies. Strategic investment of JAG funds to implement JRI legislation and policy changes in those states and localities can augment federal funds and achieve greater cost savings and reinvestments in programs to promote public safety. (See the Urban Institute's Justice Reinvestment Initiative State Assessment Report.)

Indigent Defense

Another key priority area is support for indigent defense. BJA continues to encourage states and SAAs to use JAG funds to support the vital needs of the indigent defense community, as

indigent defense reform continues to be a concern that needs to be addressed across the nation. In 2002, the American Bar Association (ABA) published Ten Principles of a Public Defense Delivery System which represent fundamental building blocks for implementing quality legal representation for indigent defendants.

Improving Mental Health Services

Disproportionate numbers of people with mental illness are involved in the criminal justice system often as a result of untreated or undertreated mental illness. This is an issue that impacts numerous facets of the criminal justice system. BJA encourages states to utilize JAG funding in support of programs and policy changes aimed at the following: identifying and treating people with severe mental illness before they reach crisis point; training law enforcement and correctional officers on mental health and mental health related crisis-intervention; increasing justice system diversion strategies to divert offenders with mental illness from unnecessary arrest and incarceration to more appropriate and cost-effective community-based treatment and supervision; mental health courts, allowing inmates to continue psychotropic medication in jails; and improving oversight of mental health care in jails, increasing post-jail housing options and enhancing community mental health services. (See Adults with Behavioral Health Needs under Correctional Supervision.) BJA provides technical assistance to states with increasing access to health care benefits. Information can be found at: www.bjatraining.org.

B. Federal Award Information

BJA estimates that it will make up to 1,100 Local and 56 State/Territory awards totaling an estimated $255.7 million.

Awards of at least $25,000 are 4 years in length, and award periods will be from October 1, 2014 through September 30, 2018. Extensions beyond this period may be made on a case-by-case basis at the discretion of BJA and must be requested via GMS no less than 30 days prior to the grant end date.

Awards of less than $25,000 are 2 years in length, and award periods will be from October 1, 2014 through September 30, 2016. Extensions of up to 2 years can be requested for these awards via GMS no less than 30 days prior to the grant end date, and will be automatically granted upon request.

All awards are subject to the availability of appropriated funds and to any modifications or additional requirements that may be imposed by law.

Eligible allocations under JAG are posted annually on BJA's JAG web page: www.bja.gov/ProgramDetails.aspx?Program_ID=59.

Type of Award[1]

BJA expects that it will make any award from this solicitation in the form of a grant.

JAG awards are based on a statutory formula as described below:

[1] See generally 31 U.S.C. §§ 6301-6305 (defines and describes various forms of federal assistance relationships, including grants and cooperative agreements (a type of grant)).

Once each fiscal year's overall JAG Program funding level is determined, BJA partners with the Bureau of Justice Statistics (BJS) to begin a four-step grant award calculation process which consists of:

1. Computing an initial JAG allocation for each state and territory, based on their share of violent crime and population (weighted equally).

2. Reviewing the initial JAG allocation amount to determine if the state or territory allocation is less than the minimum ("de minimus") award amount defined in the JAG legislation (0.25 percent of the total). If this is the case, the state or territory is funded at the minimum level, and the funds required for this are deducted from the overall pool of JAG funds. Each of the remaining states receives the minimum award plus an additional amount based on their share of violent crime and population.

3. Dividing each state's final award amount (except for the territories and District of Columbia) between state and local governments at a rate of 60 and 40 percent, respectively.

4. Determining local unit of government award allocations, which are based on their proportion of the state's 3-year violent crime average. If a local eligible award amount is less than $10,000, the funds are returned to the state to be awarded to these local units of government through the state agency. If the eligible award amount is $10,000 or more, then the local government is eligible to apply for a JAG award directly from BJA.

Financial Management and System of Internal Controls

If selected for funding, the award recipient must:

(a) Establish and maintain effective internal control over the federal award that provides reasonable assurance that the non-federal entity is managing the federal award in compliance with federal statutes, regulations, and the terms and conditions of the federal award. These internal controls should be in compliance with guidance in "Standards for Internal Control in the Federal Government" issued by the Comptroller General of the United States and the "Internal Control Integrated Framework", issued by the Committee of Sponsoring Organizations of the Treadway Commission (COSO).

(b) Comply with federal statutes, regulations, and the terms and conditions of the federal awards.

(c) Evaluate and monitor the non-federal entity's compliance with statute, regulations and the terms and conditions of federal awards.

(d) Take prompt action when instances of noncompliance are identified including noncompliance identified in audit findings.

(e) Take reasonable measures to safeguard protected personally identifiable information and other information the federal awarding agency or pass-through entity designates as sensitive or the non-federal entity considers sensitive consistent with applicable federal, state, and local laws regarding privacy and obligations of confidentiality.

In order to better understand administrative requirements and cost principles, award applicants are encouraged to enroll, at no charge, in the Department of Justice Grants Financial Management Online Training available here.

Budget Information
Administrative Funds – A unit of local government may use up to 10 percent of the award, including interest, for costs associated with administering JAG funds.

Disparate Certification – A disparate allocation occurs when a city or municipality is allocated one-and-one-half times (150 percent) more than the county, while the county bears more than 50 percent of the costs associated with prosecution or incarceration of the municipality's Part 1 violent crimes. A disparate allocation also occurs when multiple cities or municipalities are collectively allocated four times (400 percent) more than the county, and the county bears more than 50 percent of the collective costs associated with prosecution or incarceration of each municipality's Part 1 violent crimes.

- Jurisdictions certified as disparate must identify a fiscal agent that will submit a **joint application** for the aggregate eligible allocation to all disparate municipalities. The joint application must determine and specify the award distribution to each unit of local government and the purposes for which the funds will be used. When beginning the JAG application process, a Memorandum of Understanding (MOU) that identifies which jurisdiction will serve as the applicant/fiscal agent for joint funds must be completed and signed by the Authorized Representative for each participating jurisdiction. The signed MOU should be attached to the application. For a sample MOU, go to www.bja.gov/Funding/JAGMOU.pdf.

Supplanting – Supplanting is prohibited under JAG. Applicants cannot replace or supplant non-federal funds that have been appropriated for the same purpose. See the JAG FAQs on BJA's JAG web page for examples of supplanting.

Leveraging of Grant Funds – Although supplanting is prohibited, the leveraging of federal funding is encouraged. For example, a city may utilize JAG and Homeland Security Grant Program (HSGP) money to fund different portions of a fusion center project. In instances where leveraging occurs, all federal grant funds must be tracked and reported separately and may not be used to fund the same line items. Additionally, federal funds cannot be used as match for other federal awards.

Trust Fund – Units of Local government may draw down JAG funds in advance. To do so, a trust fund must be established in which to deposit the funds. The trust fund may or may not be an interest-bearing account. If subrecipients draw down JAG funds in advance, they also must establish a trust fund in which to deposit funds. This trust fund requirement does not apply to direct JAG award recipients or subrecipients that draw-down on a reimbursement basis rather than in advance.

Prohibited and Controlled Uses – JAG funds may only be expended within the JAG purpose areas. Within these purpose areas JAG funds may not be used directly or indirectly for security enhancements or equipment to nongovernmental entities not engaged in criminal justice or public safety. In addition, JAG funds may not be used directly or indirectly to purchase items listed at: www.bja.gov/Funding/JAGControlledPurchaseList.pdf.

This JAG controlled purchase list represents a combination of BJA controlled items and those controlled under the Executive Order on "Federal Support for Local Law Enforcement Equipment Acquisition" that was signed on January 16, 2015. Pursuant to Executive Order 13688 (Federal Support for Local Law Enforcement Equipment Acquisition), a federal inter-agency working group has been charged with, among other things, 'developing a consistent Government-wide list of controlled equipment allowable for acquisition by LEAs, as well as a list of those items that can only be transferred with special authorization and use limitations.' The working group's recommendations, which are due to be delivered to the President in mid-May, may alter the BJA controlled items list. Grantees are reminded that they must follow the most current version of the controlled items list in order to purchase the equipment.

No items on this list can be purchased without first submitting a detailed justification that supports the need for this equipment. Applicants must show both extraordinary and exigent circumstances that require the purchase of such equipment. Upon approval from the BJA Director, this equipment may be purchased with JAG funds. Grantees are **strongly encouraged** to submit this justification at the time of application. In particular, any justification that cannot show the exigent nature of the purchase and why it could not be submitted at time of application will not be approved.

Please note that the Controlled Equipment List also includes items that are strictly prohibited under JAG.

Additional information on JAG controlled and prohibited items, along with the process for requesting a waiver to obtain BJA certification for any controlled item, can be found within the JAG FAQs: www.bja.gov/Funding/JAGFAQ.pdf.

Cost Sharing or Match Requirement
This solicitation does not require a match. However, if a successful application proposes a voluntary match amount, and OJP approves the budget, the total match amount incorporated into the approved budget becomes mandatory and subject to audit.

Pre-Agreement Cost Approvals
OJP does not typically approve pre-agreement costs; an applicant must request and obtain the prior written approval of OJP for all such costs. If approved, pre-agreement costs could be paid from grant funds consistent with a grantee's approved budget, and under applicable cost standards. However, all such costs prior to award and prior to approval of the costs are incurred at the sole risk of an applicant. Generally, no applicant should incur project costs before submitting an application requesting federal funding for those costs. Should there be extenuating circumstances that appear to be appropriate for OJP's consideration as pre-agreement costs, the applicant should contact the point of contact listed on the title page of this announcement for details on the requirements for submitting a written request for approval. See the section on Costs Requiring Prior Approval in the Financial Guide, for more information.

Prior Approval, Planning, and Reporting of Conference/Meeting/Training Costs
OJP strongly encourages applicants that propose to use award funds for any conference-, meeting-, or training-related activity to review carefully – before submitting an application – the OJP policy and guidance on conference approval, planning, and reporting available at www.ojp.gov/financialguide/PostawardRequirements/chapter15page1.htm. OJP policy and guidance (1) encourage minimization of conference, meeting, and training costs; (2) require prior written approval (which may affect project timelines) of most such costs for cooperative

agreement recipients and of some such costs for grant recipients; and (3) set cost limits, including a general prohibition of all food and beverage costs.

Costs Associated with Language Assistance (if applicable)
If an applicant proposes a program or activity that would deliver services or benefits to individuals, the costs of taking reasonable steps to provide meaningful access to those services or benefits for individuals with limited English proficiency may be allowable. Reasonable steps to provide meaningful access to services or benefits may include interpretation or translation services where appropriate.

For additional information, see the "Civil Rights Compliance" section under "Solicitation Requirements" in the OJP Funding Resource Center.

Other JAG Requirements

Body Armor Certification

- Ballistic-resistant and stab-resistant body armor can be funded through two BJA-administered programs: the JAG Program and the Bulletproof Vest Partnership (BVP) Program.

- The BVP Program is designed to provide a critical resource to state and local law enforcement through the purchase of ballistic-resistant and stab-resistant body armor. A jurisdiction is able to request up to 50 percent of the cost of a vest with BVP funds. For more information on the BVP Program, including eligibility and application, refer to the BVP web page.

- JAG funds may also be used to purchase vests for an agency, but they may not be used to pay for that portion of the ballistic-resistant vest (50 percent) that is not covered by BVP funds. Unlike BVP, JAG funds used to purchase vests do not require a 50 percent match.

- Vests purchased with JAG funds may be purchased at any threat level, make, or model from any distributor or manufacturer, as long as the vests have been tested and found to comply with the latest applicable National Institute of Justice (NIJ) ballistic or stab standards. In addition, vests purchased must be American-made. Information on the latest NIJ standards can be found at: www.nij.gov/topics/technology/body-armor/safety-initiative.htm.

As is the case in BVP, grantees who wish to purchase vests with JAG funds must certify that law enforcement agencies receiving vests have a written "mandatory wear" policy in effect. FAQs related to the mandatory wear policy and certifications can be found at www.bja.gov/Funding/JAGFAQ.pdf. This policy must be in place for at least all uniformed officers before any FY 2015 funding can be used by the agency for vests. There are no requirements regarding the nature of the policy other than it being a mandatory wear policy for all uniformed officers while on duty. The certification **must** be signed by the Authorized Representative and **must** be attached to the application. If the grantee proposes to change project activities to utilize JAG funds to purchase bulletproof vests after the application period (during the project period), the grantee must submit the signed certification to BJA at that time. A mandatory wear concept and issues paper and a model policy are available by contacting the BVP Customer Support Center vests@usdoj.gov or toll free at 1–877–758–3787.

A copy of the certification related to the mandatory wear can be found at: www.bja.gov/Funding/BodyArmorMandatoryWearCert.pdf.

DNA Testing of Evidentiary Materials and Upload of DNA Profiles to a Database
If JAG Program funds will be used for DNA testing of evidentiary materials, any resulting eligible DNA profiles must be uploaded to the Combined DNA Index System (CODIS, the national DNA database operated by the FBI by a government DNA lab with access to CODIS. No profiles generated with JAG funding may be entered into any other non-governmental DNA database without prior express written approval from BJA. For more information, refer to the NIJ DNA Backlog Reduction Program, available at www.nij.gov/topics/forensics/lab-operations/evidence-backlogs/Pages/backlog-reduction-program.aspx.

In addition, funds may not be used for purchase of DNA equipment and supplies when the resulting DNA profiles from such technology are not accepted for entry into CODIS.

Interoperable Communications
Grantees (including subgrantees) that are using FY 2015 JAG Program funds to support emergency communications activities (including the purchase of interoperable communications equipment and technologies such as voice-over-internet protocol bridging or gateway devices, or equipment to support the build out of wireless broadband networks in the 700 MHz public safety band under the Federal Communications Commission (FCC) Waiver Order) must ensure:

- Compliance with the *FY 2015 SAFECOM Guidance on Emergency Communications Grants* (including provisions on technical standards that ensure and enhance interoperable communications).

- Adherence to the technical standards set forth in the FCC Waiver Order, or any succeeding FCC orders, rules, or regulations pertaining to broadband operations in the 700 MHz public safety band.

- Projects support the Statewide Communication Interoperability Plan (SCIP) and are fully coordinated with the full-time Statewide Interoperability Coordinator (SWIC) in the state of the project. As the central coordination point for their state's interoperability effort, the SWIC plays a critical role, and can serve as a valuable resource. SWICs are responsible for the implementation of the SCIP through coordination and collaboration with the emergency response community. The U.S. Department of Homeland Security Office of Emergency Communications maintains a list of SWICs for each of the 56 states and territories. Contact OEC@hq.dhs.gov.

- All communications equipment purchased with grant award funding (plus the quantity purchased of each item) is identified during quarterly performance metrics reporting.

In order to promote information sharing and enable interoperability among disparate systems across the justice and public safety community, OJP requires the grantee to comply with DOJ's Global Justice Information Sharing Initiative guidelines and recommendations for this particular grant. Grantee shall conform to the Global Standards Package (GSP) and all constituent elements, where applicable, as described at: www.it.ojp.gov/gsp_grantcondition. Grantees shall document planned approaches to information sharing and describe compliance to the GSP and appropriate privacy policy that protects shared information, or provide detailed justification for why an alternative approach is recommended.

JAG Showcase
The JAG Showcase was designed to identify and highlight JAG projects that have demonstrated success or shown promise in reducing crime and positively impacting communities. BJA has now expanded the concept of the JAG Showcase to other BJA grant programs and created a new BJA Success Story web page. This web page will be a valuable resource for states, localities, territories, tribes and criminal justice professionals who seek to identify and learn about JAG and other successful BJA funded projects linked to innovation, crime reduction, and evidence based practices.

BJA strongly encourages the recipient to submit annual (or more frequent) JAG success stories. If you have a JAG Success Story you would like to submit, sign in to your My BJA account to access the Success Story Submission form. If you do not have a My BJA account, please Register. Once you register, one of the available areas on your *My BJA* page will be *"My Success Stories."* Within this box, you will see an option to add a *Success Story*.

Once reviewed and approved by BJA, all success stories will appear on the BJA Success Story web page**.**

C. Eligibility Information

For eligibility information, please see the Title Page.

Cost Sharing or Match Requirement
For additional information on cost sharing or match requirement, see Section B. Federal Award Information.

Limit on Number of Application Submissions
If an applicant submits multiple versions of the same application, BJA will review only the most recent system-validated version submitted. For more information on system-validated versions, see How to Apply.

D. Application and Submission Information

What an Application Should Include
Applicants should anticipate that if they fail to submit an application that contains all of the specified elements, it may negatively affect the review of their application; and, should a decision be made to make an award, it may result in the inclusion of special conditions that preclude the recipient from accessing or using award funds pending satisfaction of the conditions.

Applicants may combine the Budget Narrative and the Budget Detail Worksheet in one document. However, if an applicant submits only one budget document, it must contain **both** narrative and detail information. Please review the "Note on File Names and File Types" under How to Apply to be sure applications are submitted in permitted formats.

Refer to the BJA Grant Writing and Management Academy and OJP's Grants 101 for an overview of what should be included in each application requirement. These trainings can be found at bja.ncjrs.gov/gwma/index.html and www.ojp.gov/grants101/.

OJP strongly recommends that applicants use appropriately descriptive file names (e.g., "Program Narrative," "Budget Detail Worksheet and Budget Narrative," "Timelines," "Memoranda of Understanding," "Resumes") for all attachments. Also, OJP recommends that applicants include resumes in a single file.

Failure to submit the required information will result in an application being returned in the Grants Management System (GMS) for inclusion of the missing information OR the attachment of a withholding of funds special condition at the time of award.

1. **Information to Complete the Application for Federal Assistance (SF-424)**
   The SF-424 is a standard form required for use as a cover sheet for submission of pre-applications, applications, and related information. GMS takes information from the applicant's profile to populate the fields on this form.

   Intergovernmental Review: This funding opportunity **is** subject to Executive Order 12372. Applicants may find the names and addresses of their state's Single Point of Contact (SPOC) at the following web site: www.whitehouse.gov/omb/grants_spoc/. Applicants whose state appears on the SPOC list must contact their state's SPOC to find out about, and comply with, the state's process under Executive Order 12372. In completing the SF-424, applicants whose state appears on the SPOC list are to make the appropriate selection in response to question 19 once the applicant has complied with their state's E.O. 12372 process. (Applicants whose state does not appear on the SPOC list are to make the appropriate selection in response to question 19 to indicate that the "Program is subject to E.O. 12372 but has not been selected by the State for review.")

2. **Project Abstract**
   Applications should include a high-quality project abstract that summarizes the proposed project in 400 words or less. Project abstracts should be—

   - Written for a general public audience and submitted as a separate attachment with "Project Abstract" as part of its file name.
   - Include applicant name, title of the project, a brief description of the problem to be addressed and the targeted area/population, project goals and objectives, and a description of the project strategy, any significant partnerships and anticipated outcomes.
   - Identify up to 5 project identifiers that would be associated with proposed project activities. The list of identifiers can be found at www.bja.gov/funding/JAGIdentifiers.pdf.

   As a separate attachment, the project abstract will **not** count against the page limit for the program narrative.

3. **Program Narrative**
   Applicants **must** submit a program narrative that generally describes the proposed program activities for the two or four year grant period. The narrative must outline the type of programs to be funded by the JAG award and provide a brief analysis of the need for the programs. Narratives must also identify anticipated coordination efforts involving JAG and related justice funds. Certified disparate jurisdictions submitting a **joint application** must specify the funding distribution to each disparate unit of local government and the purposes for which the funds will be used.

A plan for collecting the data required for this solicitation's performance measures should also be included. To assist the Department with fulfilling its responsibilities under the Government Performance and Results Act of 1993 (GPRA), Public Law 103-62, and the GPRA Modernization Act of 2010, Public Law 111–352, applicants that receive funding under this solicitation must provide data that measure the results of their work done under this solicitation. **Quarterly accountability metrics reports must be submitted through BJA's PMT, available at** www.bjaperformancetools.org**. The accountability measures can be found at:** www.bjaperformancetools.org/help/JAGMeasuresQuestionnaire.pdf**.**

Submission of accountability measures data is not required for the application. Instead, applicants should discuss in their application their proposed methods for collecting data for accountability measures.

Note on Project Evaluations
Applicants that propose to use funds awarded through this solicitation to conduct project evaluations should be aware that certain project evaluations (such as systematic investigations designed to develop or contribute to generalizable knowledge) may constitute "research" for purposes of applicable DOJ human subjects protection regulations. However, project evaluations that are intended only to generate internal improvements to a program or service, or are conducted only to meet OJP's performance measure data reporting requirements likely do not constitute "research." Applicants should provide sufficient information for OJP to determine whether the particular project they propose would either intentionally or unintentionally collect and/or use information in such a way that it meets the DOJ regulatory definition of research.

Research, for the purposes of human subjects protections for OJP-funded programs, is defined as, "a systematic investigation, including research development, testing, and evaluation, designed to develop or contribute to generalizable knowledge" 28 C.F.R. § 46.102(d). For additional information on determining whether a proposed activity would constitute research, see the decision tree to assist applicants on the "Research and the Protection of Human Subjects" section of the OJP Funding Resource Center Web page (www.ojp.gov/funding/Explore/SolicitationRequirements/EvidenceResearchEvaluationRequirements.htm). Applicants whose proposals may involve a research or statistical component also should review the "Data Privacy and Confidentiality Requirements" section on that Web page.

4. Budget Detail Worksheet and Budget Narrative

a. Budget Detail Worksheet
A sample Budget Detail Worksheet can be found at www.ojp.gov/funding/Apply/Resources/BudgetDetailWorksheet.pdf. Applicants that submit their budget in a different format should include the budget categories listed in the sample budget worksheet.

For questions pertaining to budget and examples of allowable and unallowable costs, see the Financial Guide at www.ojp.gov/financialguide/index.htm.

b. Budget Narrative
The budget narrative should thoroughly and clearly describe every category of expense listed in the Budget Detail Worksheet. OJP expects proposed budgets to be complete, cost effective, and allowable (e.g., reasonable, allocable, and necessary for project

activities). This narrative should include a full breakdown of administrative costs, as well as an overview of how funds will be allocated across approved JAG purpose areas.

Applicants should demonstrate in their budget narratives how they will maximize cost effectiveness of grant expenditures. Budget narratives should generally describe cost effectiveness in relation to potential alternatives and the goals of the project. For example, a budget narrative should detail why planned in-person meetings are necessary, or how technology and collaboration with outside organizations could be used to reduce costs, without compromising quality.

The narrative should be mathematically sound and correspond with the information and figures provided in the Budget Detail Worksheet. The narrative should explain how the applicant estimated and calculated all costs, and how they are relevant to the completion of the proposed project. The narrative may include tables for clarification purposes but need not be in a spreadsheet format. As with the Budget Detail Worksheet, the Budget Narrative should be broken down by year.

c. Non-Competitive Procurement Contracts In Excess of Simplified Acquisition Threshold

If an applicant proposes to make one or more non-competitive procurements of products or services, where the non-competitive procurement will exceed the simplified acquisition threshold (also known as the small purchase threshold), which is currently set at $150,000, the application should address the considerations outlined in the Financial Guide.

d. Pre-Agreement Costs

For information on pre-agreement costs, see "Pre-Agreement Cost Approvals" under Section B. Federal Award Information

5. Indirect Cost Rate Agreement (if applicable)

Indirect costs are allowed only if the applicant has a current federally approved indirect cost rate. (This requirement does not apply to units of local government.) Attach a copy of the federally approved indirect cost rate agreement to the application. Applicants that do not have an approved rate may request one through their cognizant federal agency, which will review all documentation and approve a rate for the applicant organization, or, if the applicant's accounting system permits, costs may be allocated in the direct cost categories. For the definition of Cognizant Federal Agency, see the "Glossary of Terms" in the Financial Guide. For assistance with identifying your cognizant agency, please contact the Customer Service Center at 1-800-458-0786 or at ask.ocfo@usdoj.gov. If DOJ is the cognizant federal agency, applicants may obtain information needed to submit an indirect cost rate proposal at www.ojp.gov/funding/Apply/Resources/IndirectCosts.pdf.

6. Tribal Authorizing Resolution (if applicable)

Tribes, tribal organizations, or third parties proposing to provide direct services or assistance to residents on tribal lands should include in their applications a resolution, a letter, affidavit, or other documentation, as appropriate, that certifies that the applicant has the legal authority from the tribe(s) to implement the proposed project on tribal lands. In those instances when an organization or consortium of tribes applies for a grant on behalf of a tribe or multiple specific tribes, the application should include appropriate legal documentation, as described above, from all tribes that would receive services or assistance under the grant. A consortium of tribes for which existing consortium bylaws allow action

without support from all tribes in the consortium (i.e., without an authorizing resolution or comparable legal documentation from each tribal governing body) may submit, instead, a copy of its consortium bylaws with the application.

Applicants unable to submit an application that includes a fully-executed (i.e., signed) copy of appropriate legal documentation, as described above, consistent with the applicable tribe's governance structure, should, at a minimum, submit an unsigned, draft version of such legal documentation as part of its application (except for cases in which, with respect to a tribal consortium applicant, consortium bylaws allow action without the support of all consortium member tribes). If selected for funding, *BJA* will make use of and access to funds contingent on receipt of the fully-executed legal documentation.

7. Applicant Disclosure of High Risk Status

Any applicants currently designated as high risk by another federal grant making agency must disclose that status. This includes any status requiring additional oversight by the federal agency due to past programmatic or financial concerns. If an applicant is designated high risk by another federal grant making agency, you must email the following information to OJPComplianceReporting@usdoj.gov at the time of application submission:

- The federal agency that currently designated the applicant as high risk
- Date the applicant was designated high risk
- The high risk point of contact name, phone number, and email address, from that federal agency
- Reasons for the high risk status

OJP seeks this information to ensure appropriate federal oversight of any grant award. Unlike the Excluded Parties List, this high risk information does not disqualify any organization from receiving an OJP award. However, additional grant oversight may be included, if necessary, in award documentation.

8. Additional Attachments

a. Review Narrative

Applicants **must** submit information documenting that the date the JAG application was made available for review by the governing body of the state, or to an organization designated by that governing body, not less than 30 days before the application was submitted to BJA. The attachment must also specify that an opportunity to comment was provided to citizens prior to application submission to the extent applicable law or established procedures make such opportunity available.

Below are notification language templates that can be utilized in completing this section of the application.

The (**provide name of State/Territory**) made its Fiscal Year 2015 JAG application available to the (**provide name of governing body**) for its review and comment on (**provide date**); or intends to do so on (**provide date**).

The (**provide name of State/Territory**) made its Fiscal Year 2015 JAG application available to citizens for comment prior to application submission by (**provide means of**

notification); or the application has not yet been made available for public review/comment.

b. Memorandum of Understanding (if applicable)

Jurisdictions certified as disparate must identify a fiscal agent that will submit a joint application for the aggregate eligible allocation to all disparate municipalities. The joint application must determine and specify the award distribution to each unit of local government and the purposes for which the funds will be used. When beginning the JAG application process, a Memorandum of Understanding (MOU) that identifies which jurisdiction will serve as the applicant/fiscal agent for joint funds must be completed and signed by the Authorized Representative for each participating jurisdiction. The signed MOU must be attached to the application. For a sample MOU, go to www.bja.gov/Funding/JAGMOU.pdf.

c. Applicant Disclosure of Pending Applications

Applicants are to disclose whether they have pending applications for federally funded grants or subgrants (including cooperative agreements) that include requests for funding to support the same project being proposed under this solicitation and will cover the identical cost items outlined in the budget narrative and worksheet in the application under this solicitation. The disclosure should include both direct applications for federal funding (e.g., applications to federal agencies) and indirect applications for such funding (e.g., applications to State agencies that will subaward federal funds).

OJP seeks this information to help avoid any inappropriate duplication of funding. Leveraging multiple funding sources in a complementary manner to implement comprehensive programs or projects is encouraged and is not seen as inappropriate duplication.

Applicants that have pending applications as described above are to provide the following information about pending applications submitted within the last 12 months:

- The federal or state funding agency
- The solicitation name/project name
- The point of contact information at the applicable funding agency.

Federal or State Funding Agency	Solicitation Name/Project Name	Name/Phone/E-mail for Point of Contact at Funding Agency
DOJ/COPS	COPS Hiring Program	Jane Doe, 202/000-0000; jane.doe@usdoj.gov
HHS/ Substance Abuse & Mental Health Services Administration	Drug Free Communities Mentoring Program/ North County Youth Mentoring Program	John Doe, 202/000-0000; john.doe@hhs.gov

SAMPLE

Applicants should include the table as a separate attachment, with the file name "Disclosure of Pending Applications," to their application. Applicants that do not have pending applications as described above are to include a statement to this effect in the separate attachment page (e.g., "[Applicant Name on SF-424] does not have pending applications submitted within the last 12 months for federally funded grants or subgrants (including cooperative agreements) that include requests for funding to support the same

project being proposed under this solicitation and will cover the identical cost items outlined in the budget narrative and worksheet in the application under this solicitation.").

d. Research and Evaluation Independence and Integrity

If a proposal involves research and/or evaluation, regardless of the proposal's other merits, in order to receive funds, the applicant must demonstrate research/evaluation independence, including appropriate safeguards to ensure research/evaluation objectivity and integrity, both in this proposal and as it may relate to the applicant's other current or prior related projects. This documentation may be included as an attachment to the application which addresses BOTH i. and ii. below.

i. For purposes of this solicitation, applicants must document research and evaluation independence and integrity by including, at a minimum, one of the following two items:

   a. A specific assurance that the applicant has reviewed its proposal to identify any research integrity issues (including all principal investigators and sub-recipients) and it has concluded that the design, conduct, or reporting of research and evaluation funded by BJA grants, cooperative agreements, or contracts will not be biased by any personal or financial conflict of interest on the part of part of its staff, consultants, and/or sub-recipients responsible for the research and evaluation or on the part of the applicant organization;

   OR

   b. A specific listing of actual or perceived conflicts of interest that the applicant has identified in relation to this proposal. These conflicts could be either personal (related to specific staff, consultants, and/or sub-recipients) or organizational (related to the applicant or any subgrantee organization). Examples of potential investigator (or other personal) conflict situations may include, but are not limited to, those in which an investigator would be in a position to evaluate a spouse's work product (actual conflict), or an investigator would be in a position to evaluate the work of a former or current colleague (potential apparent conflict). With regard to potential organizational conflicts of interest, as one example, generally an organization could not be given a grant to evaluate a project if that organization had itself provided substantial prior technical assistance to that specific project or a location implementing the project (whether funded by OJP or other sources), as the organization in such an instance would appear to be evaluating the effectiveness of its own prior work. The key is whether a reasonable person understanding all of the facts would be able to have confidence that the results of any research or evaluation project are objective and reliable. Any outside personal or financial interest that casts doubt on that objectivity and reliability of an evaluation or research product is a problem and must be disclosed.

ii. In addition, for purposes of this solicitation applicants must address the issue of possible mitigation of research integrity concerns by including, at a minimum, one of the following two items:

   a. If an applicant reasonably believes that no potential personal or organizational conflicts of interest exist, then the applicant should provide a brief narrative

explanation of how and why it reached that conclusion. Applicants MUST also include an explanation of the specific processes and procedures that the applicant will put in place to identify and eliminate (or, at the very least, mitigate) potential personal or financial conflicts of interest on the part of its staff, consultants, and/or sub-recipients for this particular project, should that be necessary during the grant period. Documentation that may be helpful in this regard could include organizational codes of ethics/conduct or policies regarding organizational, personal, and financial conflicts of interest.

OR

b. If the applicant has identified specific personal or organizational conflicts of interest in its proposal during this review, the applicant must propose a specific and robust mitigation plan to address conflicts noted above. At a minimum, the plan must include specific processes and procedures that the applicant will put in place to eliminate (or, at the very least, mitigate) potential personal or financial conflicts of interest on the part of its staff, consultants, and/or sub-recipients for this particular project, should that be necessary during the grant period. Documentation that may be helpful in this regard could include organizational codes of ethics/conduct or policies regarding organizational, personal, and financial conflicts of interest. There is no guarantee that the plan, if any, will be accepted as proposed.

Considerations in assessing research and evaluation independence and integrity will include, but are not be limited to, the adequacy of the applicant's efforts to identify factors that could affect the objectivity or integrity of the proposed staff and/or the organization in carrying out the research, development, or evaluation activity; and the adequacy of the applicant's existing or proposed remedies to control any such factors.

9. Financial Management and System of Internal Controls Questionnaire

In accordance with 2 CFR 200.205, Federal agencies must have in place a framework for evaluating the risks posed by applicants before they receive a Federal award. To facilitate part of this risk evaluation, **all** applicants (other than an individual) are to download, complete, and submit this form.

10. Disclosure of Lobbying Activities

Any applicant that expends any funds for lobbying activities is to provide the detailed information requested on the form, Disclosure of Lobbying Activities (SF-LLL).

How to Apply

Applicants must submit applications through the Grants Management System (GMS), which provides cradle to grave support for the application, award, and management of awards at OJP. Applicants **must register in GMS for each specific funding opportunity.** Although the registration and submission deadlines are the same, OJP urges applicants to **register promptly**, especially if this is their first time using the system. Find complete instructions on how to register and submit an application in GMS at www.ojp.gov/gmscbt/. Applicants that experience technical difficulties during this process should e-mail GMS.HelpDesk@usdoj.gov or call 888-549-9901 (option 3), Monday – Friday from 6:00 a.m. to midnight, Eastern Time, except federal holidays. OJP recommends that applicants **register promptly** to prevent delays in submitting an application package by the deadline.

Note on File Types: GMS does not accept executable file types as application attachments. These disallowed file types include, but are not limited to, the following extensions: ".com," ".bat," ".exe," ".vbs," ".cfg," ".dat," ".db," ".dbf," ".dll," ".ini," ".log," ".ora," ".sys," and ".zip."

OJP may not make a federal award to an applicant until the applicant has complied with all applicable DUNS and SAM requirements. If an applicant has not fully complied with the requirements by the time the federal awarding agency is ready to make a federal award, the federal awarding agency may determine that the applicant is not qualified to receive a federal award and use that determination as a basis for making a federal award to another applicant.

All applicants should complete the following steps:

1. **Acquire a Data Universal Numbering System (DUNS) number.** In general, the Office of Management and Budget requires that all applicants (other than individuals) for federal funds include a DUNS number in their application for a new award or a supplement to an existing award. A DUNS number is a unique nine-digit sequence recognized as the universal standard for identifying and differentiating entities receiving federal funds. The identifier is used for tracking purposes and to validate address and point of contact information for federal assistance applicants, recipients, and subrecipients. The DUNS number will be used throughout the grant life cycle. Obtaining a DUNS number is a free, one-time activity. Call Dun and Bradstreet at 866-705-5711 to obtain a DUNS number or apply online at www.dnb.com. A DUNS number is usually received within 1-2 business days.

2. **Acquire registration with the System for Award Management (SAM).** SAM is the repository for standard information about federal financial assistance applicants, recipients, and subrecipients. OJP requires that all applicants (other than individuals) for federal financial assistance maintain current registrations in the SAM database. Applicants must **update or renew their SAM registration annually** to maintain an active status.

   Information about SAM registration procedures can be accessed at www.sam.gov.

3. **Acquire a GMS username and password**. New users must create a GMS profile by selecting the "First Time User" link under the sign-in box of the GMS home page. For more information on how to register in GMS, go to www.ojp.gov/gmscbt.

4. **Verify the SAM (formerly CCR) registration in GMS.** OJP requests that all applicants verify their SAM registration in GMS. Once logged into GMS, click the "CCR Claim" link on the left side of the default screen. Click the submit button to verify the SAM (formerly CCR) registration.

5. **Search for the funding opportunity on GMS.** After logging into GMS or completing the GMS profile for username and password, go to the "Funding Opportunities" link on the left side of the page. Select BJA and the **FY 15 Edward Byrne Memorial Justice Assistance Grant (JAG) Program.**

6. **Register by selecting the "Apply Online" button associated with the funding opportunity title.** The search results from step 5 will display the funding opportunity title along with the registration and application deadlines for this funding opportunity. Select the "Apply Online" button in the "Action" column to register for this funding opportunity and create an application in the system.

7. **Follow the directions in GMS to submit an application consistent with this solicitation.** Once submitted, GMS will display a confirmation screen stating the submission was successful. **Important:** In some instances, applicants must wait for GMS approval before submitting an application. OJP urges applicants to submit the application **at least 72 hours prior** to the application due date.

Note: Duplicate Applications
If an applicant submits multiple versions of the same application, BJA will review only the most recent system-validated version submitted. See Note on "File Names and File Types" under How to Apply.

Experiencing Unforeseen GMS Technical Issues
Applicants that experience unforeseen GMS technical issues beyond their control that prevent them from submitting their application by the deadline must contact the GMS Help Desk or the SAM Help Desk to report the technical issue and receive a tracking number. Then the applicant must e-mail the BJA contact identified in the Contact Information section of this solicitation **within 24 hours after the application deadline** and request approval to submit their application. The e-mail must describe the technical difficulties and include a timeline of the applicant's submission efforts, the complete grant application, the applicant's DUNS number, and any GMS Help Desk or SAM tracking number(s). **Note: BJA *does not* approve requests automatically.** After the program office reviews the submission, and contacts the GMS Help Desk to validate the reported technical issues, OJP will inform the applicant whether the request to submit a late application has been approved or denied. If OJP determines that the applicant failed to follow all required procedures, which resulted in an untimely application submission, OJP will deny the applicant's request to submit their application.

The following conditions are generally insufficient to justify late submissions:

- Failure to register in SAM or GMS in sufficient time
- Failure to follow GMS instructions on how to register and apply as posted on the GMS web site
- Failure to follow each instruction in the OJP solicitation
- Technical issues with the applicant's computer or information technology environment, including firewalls

Notifications regarding known technical problems with GMS, if any, are posted at the top of the OJP funding web page at www.ojp.gov/funding/Explore/CurrentFundingOpportunities.htm.

E. Application Review Information

Review Process
OJP is committed to ensuring a fair and open process for awarding grants. BJA reviews the application to make sure that the information presented is reasonable, understandable, measurable, and achievable, as well as consistent with the solicitation. BJA will also review applications to ensure statutory requirements have been met.

OJP reviews applications for potential awards to evaluate the risks posed by applicants before they receive an award. This review may include but is not limited to the following:

1. Financial stability and fiscal integrity
2. Quality of management systems and ability to meet the management standards prescribed in the Financial Guide
3. History of performance
4. Reports and findings from audits
5. The applicant's ability to effectively implement statutory, regulatory, or other requirements imposed on non-federal entities

Absent explicit statutory authorization or written delegation of authority to the contrary, the Assistant Attorney General will make all final award decisions.

F. Federal Award Administration Information

Federal Award Notices
OJP award notification will be sent from GMS. Recipients will be required to login; accept any outstanding assurances and certifications on the award; designate a financial point of contact; and review, sign, and accept the award. The award acceptance process involves physical signature of the award document by the authorized representative and the scanning of the fully-executed award document to OJP.

Administrative, National Policy, and other Legal Requirements
If selected for funding, in addition to implementing the funded project consistent with the agency-approved project proposal and budget, the recipient must comply with award terms and conditions, and other legal requirements, including but not limited to OMB, DOJ or other federal regulations which will be included in the award, incorporated into the award by reference, or are otherwise applicable to the award. OJP strongly encourages prospective applicants to review the information pertaining to these requirements **prior** to submitting an application. To assist applicants and recipients in accessing and reviewing this information, OJP has placed pertinent information on its Solicitation Requirements page of the OJP Funding Resource Center webpages.

Please note in particular the following two forms, which applicants must accept in GMS prior to the receipt of any award funds, as each details legal requirements with which applicants must provide specific assurances and certifications of compliance. Applicants may view these forms in the Apply section of the OJP Funding Resource Center and are strongly encouraged to review and consider them carefully prior to making an application for OJP grant funds.

- Certifications Regarding Lobbying; Debarment, Suspension and Other Responsibility Matters; and Drug-Free Workplace Requirements

- Standard Assurances

Upon grant approval, OJP electronically transmits (via GMS) the award document to the prospective award recipient. In addition to other award information, the award document contains award terms and conditions that specify national policy requirements[2] with which recipients of federal funding must comply; uniform administrative requirements, cost principles,

[2] *See generally* 2 C.F.R. 200.300 (provides a general description of national policy requirements typically applicable to recipients of federal awards, including the Federal Funding Accountability and Transparency Act of 2006 (FFATA)).

and audit requirements; and program-specific terms and conditions required based on applicable program (statutory) authority or requirements set forth in OJP solicitations and program announcements, and other requirements which may be attached to appropriated funding. For example, certain efforts may call for special requirements, terms, or conditions relating to intellectual property, data/information-sharing or -access, or information security; or audit requirements, expenditures and milestones, or publications and/or press releases. OJP also may place additional terms and conditions on an award based on its risk assessment of the applicant, or for other reasons it determines necessary to fulfill the goals and objectives of the program.

Prospective applicants may access and review the text of mandatory conditions OJP includes in all OJP awards, as well as the text of certain other conditions, such as administrative conditions, via OJP's Mandatory Award Terms and Conditions page of the OJP Funding Resource Center.

General Information about Post-Federal Award Reporting Requirements
Recipients must submit quarterly financial reports, semi-annual progress reports, final financial and progress reports, an annual audit report in accordance with 2 CFR Part 200, if applicable, and Federal Funding Accountability and Transparency Act (FFATA) reports through the FFATA Sub-award Reporting System (FSRS) as necessary. Future awards and fund drawdowns may be withheld if reports are delinquent.

Special Reporting requirements may be required by OJP depending on the statutory, legislative or administrative requirements of the recipient or the program.

G. Federal Awarding Agency Contact(s)

For additional Federal Awarding Agency Contact(s), see Title Page.

For additional contact information for GMS, see the Title page.

H. Other Information

Provide Feedback to OJP
To assist OJP in improving its application and award processes, we encourage applicants to provide feedback on this solicitation, the application submission process, and/or the application review process. Provide feedback to OJPSolicitationFeedback@usdoj.gov.

IMPORTANT: This e-mail is for feedback and suggestions only. Replies are **not** sent from this mailbox. If you have specific questions on any program or technical aspect of the solicitation, **you must** directly contact the appropriate number or e-mail listed on the front of this solicitation document. These contacts are provided to help ensure that you can directly reach an individual who can address your specific questions in a timely manner.

If you are interested in being a reviewer for other OJP grant applications, please e-mail your resume to ojppeerreview@lmbps.com. The OJP Solicitation Feedback email account will not forward your resume. **Note:** Neither you nor anyone else from your organization can be a peer reviewer in a competition in which you or your organization have submitted an application.

Application Checklist

Edward Byrne Memorial Justice Assistance Grant (JAG) Program:
FY 2015 Local Solicitation

This application checklist has been created to assist in developing an application.

What an Applicant Should Do:

Prior to Registering in GMS:
_____ Acquire a DUNS Number (see page 21)
_____ Acquire or renew registration with SAM (see page 21)
To Register with GMS:
_____ For new users, acquire a GMS username and password* (see page 21)
_____ For existing users, check GMS username and password* to ensure account access (see page 21)
_____ Verify SAM registration in GMS (see page 21)
_____ Search for correct funding opportunity in GMS (see page 21)
_____ Select correct funding opportunity in GMS (see page 21)
_____ Register by selecting the "Apply Online" button associated with the funding opportunity title (see page 21)
_____ If experiencing technical difficulties in GMS, contact the NCJRS Response Center (see page 22)

*Password Reset Notice – GMS users are reminded that while password reset capabilities exist, this function is only associated with points of contacts designated within GMS at the time the account was established. Neither OJP nor the GMS Help Desk will initiate a password reset unless requested by the authorized official or a designated point of contact associated with an award or application.

General Requirements:

_____ Review Solicitation Requirements webpage in the OJP Funding Resource Center.

Scope Requirement:

_____ The federal amount requested is within the allowable limit(s) of the FY 2015 JAG Allocations List as listed on BJA's JAG web page

Eligibility Requirement:
_____ State/Territory listed as the legal name on the application corresponds with the eligible State/Territory listed on BJA's JAG web page

What an Application Should Include:

_____ Application for Federal Assistance (SF-424) (see page 14)
_____ Project Abstract (see page 14)
_____ Program Narrative (see page 14)
_____ Budget Detail Worksheet (see page 15)
_____ Budget Narrative (see page 15)
_____ Read OJP policy and guidance on conference approval, planning, and reporting

available at
www.ojp.gov/financialguide/PostawardRequirements/chapter15page1.htm
(see page 10)

_____ Disclosure of Lobbying Activities (SF-LLL) (if applicable) (see page 20)
_____ Indirect Cost Rate Agreement (if applicable) (see page 16)
_____ Tribal Authorizing Resolution (if applicable) (see page 16)
_____ Applicant Disclosure of High Risk Status (see page 16)
_____ Additional Attachments
- _____ Review Narrative (see page 17)
- _____ Strategic Plan (see page 18)
- _____ Applicant Disclosure of Pending Applications (see page 18)
- _____ Research and Evaluation Independence and Integrity (see page 19)

_____ Financial Management and System of Internal Controls Questionnaire (if applicable) (see page 20)

APPLICATION FOR FEDERAL ASSISTANCE

Version 7/03

2. DATE SUBMITTED	Applicant Identifier
3. DATE RECEIVED BY STATE	State Application Identifier
4. DATE RECEIVED BY FEDERAL AGENCY	Federal Identifier

1. TYPE OF SUBMISSION:

Application	Pre-application
☐ Construction	☐ Construction
☑ Non-Construction	☐ Non-Construction

5. APPLICANT INFORMATION

Legal Name: Hidalgo County	**Organizational Unit:** Department: Judge's Office
Organizational DUNS: 103110834	Division:
Address: Street: 100 E. Cano St. 2nd Floor	**Name and telephone number of person to be contacted on matters involving this application (give area code)** Prefix: / First Name: Manuel
City: Edinburg	Middle Name
County: Hidalgo	Last Name Chapa
State: Tx / Zip Code 78539	Suffix:
Country: USA	Email:
6. EMPLOYER IDENTIFICATION NUMBER *(EIN):* 74-6000717	Phone Number (give area code) 956-292-7025 / Fax Number (give area code)

8. TYPE OF APPLICATION:

☑ New ☐ Continuation ☐ Revision

If Revision, enter appropriate letter(s) in box(es)
(See back of form for description of letters.)

☐ ☐

Other (specify)

7. TYPE OF APPLICANT: (See back of form for Application Types)

B - County

Other (specify)

9. NAME OF FEDERAL AGENCY:
Bureau of Justice Assistance

10. CATALOG OF FEDERAL DOMESTIC ASSISTANCE NUMBER:

16-738

TITLE (Name of Program):

11. DESCRIPTIVE TITLE OF APPLICANT'S PROJECT:

Hidalgo County Auxiliary Court

12. AREAS AFFECTED BY PROJECT *(Cities, Counties, States, etc.):*

Hidalgo County

13. PROPOSED PROJECT		**14. CONGRESSIONAL DISTRICTS OF:**	
Start Date: August 1, 2015	Ending Date: July31, 2017	a. Applicant 15	b. Project

15. ESTIMATED FUNDING:		**16. IS APPLICATION SUBJECT TO REVIEW BY STATE EXECUTIVE ORDER 12372 PROCESS?**
a. Federal	$ 37,085.00	a. Yes. ☐ THIS PREAPPLICATION/APPLICATION WAS MADE AVAILABLE TO THE STATE EXECUTIVE ORDER 12372 PROCESS FOR REVIEW ON DATE:
b. Applicant	$ .00	
c. State	$ .00	
d. Local	$ .00	b. No. ☐ PROGRAM IS NOT COVERED BY E. O. 12372
e. Other	$ .00	☑ OR PROGRAM HAS NOT BEEN SELECTED BY STATE FOR REVIEW
f. Program Income	$ .00	**17. IS THE APPLICANT DELINQUENT ON ANY FEDERAL DEBT?**
g. TOTAL	$ 37,085.00	☐ Yes If "Yes" attach an explanation. ☑ No

18. TO THE BEST OF MY KNOWLEDGE AND BELIEF, ALL DATA IN THIS APPLICATION/PREAPPLICATION ARE TRUE AND CORRECT. THE DOCUMENT HAS BEEN DULY AUTHORIZED BY THE GOVERNING BODY OF THE APPLICANT AND THE APPLICANT WILL COMPLY WITH THE ATTACHED ASSURANCES IF THE ASSISTANCE IS AWARDED.

a. Authorized Representative

Prefix	First Name Ramon	Middle Name
Last Name Garcia		Suffix
b. Title Judge (Hidalgo County)		c. Telephone Number (give area code) 956-318-2600
d. Signature of Authorized Representative		e. Date Signed

2015-H4003-TX-DJ
Program Narrative (Attachment I)

Hidalgo County is 1,588 square miles and is located at the south most tip of the state of Texas. Its southern border covers seventy-eight miles of Texas/Mexico border along the Rio Grande River. As per most recent census estimates, Hidalgo County reflects a population of slightly over 774,769.

As a result of its proximity to the border, Hidalgo County experiences a high volume of criminal activity that is stemmed by various factors including a high unemployment rate, economically disadvantaged households, below national average education levels, illegal immigrant entries, drug trafficking and human smuggling, among others.

The aforementioned factors along with the increasing population have an exponential and adverse effect on the overall criminal justice system in Hidalgo County (see Exhibit A).

EXHIBIT A:

Number of cases Heard and Disposed – 2014 Auxiliary Court Report:

COURT	Hearings	Disposed	Writs/Fugitives	TOTAL
Auxiliary A&B	445	198	335	978
92	521	202	8	731
93	1,880	396	58	2,334
139	5	2	0	7
206	1,277	619	61	1,957
275	1,056	343	0	1,399
332	343	63	16	422
370	236	225	0	461
389	648	329	6	983
398	1,102	619	24	1,745
430	649	156	16	821
449				
TOTAL	8,162	3,152	524	11,838

2015-H4003-TX-DJ
Program Narrative (Attachment I) pg 2

The Hidalgo County criminal justice system is comprised, at the moment, of eleven (11) district courts, eight (8) county courts at law and two auxiliary courts (auxiliary court A and auxiliary court B). The auxiliary courts main purpose is to provide support to the district courts. This support is managed by having the auxiliary courts hear and dispose of the overflow of criminal cases from all of the eleven district courts. Ten district courts are housed in the Hidalgo County's main courthouse building, one district court is located at the Judge Mario E. Ramirez Juvenile Detention center, auxiliary court A is housed in the Hidalgo County courthouse annex, and auxiliary court B is housed in the Hidalgo County administration building located across from the courthouse.

Hidalgo County data reflects the immense support the auxiliary courts have provided to all eleven district courts. This support has translated into having a more manageable criminal caseload for all eleven Hidalgo County District Courts thus improving Hidalgo County's stance in complying with an individuals' right guaranteed in the Sixth Amendment.

Since the JAG Program allows a recipient to support a broad range of activities to enhance or improve its criminal justice system, it is through the auxiliary courts that Hidalgo County has decided to utilize the Edward J. Byrne Memorial Justice Assistance Grant Program.

The auxiliary courts are a component of the entire Hidalgo County criminal justice system and their function and activities play an integral part in improving the criminal justice system in Hidalgo County.

2015-H4003-TX-DJ
Program Narrative (Attachment I) pg 3

Below is the full-time staff structure of the auxiliary courts in Hidalgo County:

Two Judges
Two Bailiffs
Two Court Reporters
One Court Coordinator
One Court Liaison

All staff members employed in these positions set forth a collaborative effort to ensure the criminal caseload system is processed timely and efficiently; however, due to the availability of funds from the JAG Program, Hidalgo County has decided to use the JAG Program monies to fund the Auxiliary Court's Court Coordinator.

Below is a summary of the activities this staff member performs within the auxiliary courts; thus, improving the overall criminal justice system in Hidalgo County:

Court Coordinator:

The Court Coordinator's functions encompass both auxiliary court A and auxiliary court B. The Court Coordinator maintains awareness of new developments in court administration, nationally and locally and maintains special materials and files relating to records, rules of procedures and other items relating to court activity; reviews files and makes sure the cases are set for a hearing, trial, etc. (makes sure the case is moving along smoothly); makes daily docket entries (from court hearings) on court files; acts as a liaison between the Judge and Counsel.

Again, the activities from this staff position have demonstrated a significant positive impact on the improvement of the criminal justice system in Hidalgo County through the auxiliary courts. It has proven to be essential and the prospect of not having this position in place would have a profound adverse effect on the criminal justice system in Hidalgo County. Consequently, Hidalgo County has recognized the possibility of a shortfall of grant funding, particularly the Edward J. Byrne Memorial Justice Assistance Grant Program. Nonetheless, in the event that the statutory authority for the JAG Program would cease, the Judges and Budget Officer would petition the Hidalgo County Commissioners Court for a continuation of funding with the use of local funds.

Meanwhile, Hidalgo County will continue to use the JAG Program monies to fund the Court Coordinator position which was also funded by the JAG FY 05, JAG FY 06, JAG FY 07, JAG FY 08, JAG FY 09, JAG FY 10, JAG FY 11, JAG FY 12, JAG FY 13 and JAG FY 2014 grants. As with the other JAG grants, the new JAG FY 15 grant will be utilized after the preceding JAG grant funds have been exhausted. Our projection reflects the JAG FY 15 grant will start funding this position from August 2015 to February of 2016 approximately.

2015-H4003-TX-DJ
Budget Narrative (Attachment II)

Below is breakdown of the salaries and fringes for the Court Coordinator.
Due to limited funds from the JAG Grant Program, it was concluded the total JAG funds awarded would be enough to fund 6.9 months of salary and fringes for this staff member from the Auxiliary Courts starting on August 2015 and ending on February 2016 approximately. Hidalgo County will continue to use the JAG Program monies to continue funding the same Court Coordinator position which was also funded by the JAG FY 05, JAG FY 06, JAG FY 07, JAG FY 08, JAG FY 09, JAG FY 10, JAG FY 11, JAG FY 12, JAG FY 13, JAG FY 14 grants, and will be funded by JAG FY 15 too. The new JAG grant will be utilized after the preceding JAG grant funds have been exhausted. Hidalgo County Commissioners Court has approved Longevity pay. Longevity pay is additional pay paid for every year after five years of Hidalgo County employment.

The following Budget Detail includes budgeted salary and fringe amounts. For simplicity purposes, some of these projected computations have been rounded.

Budget Detail:

Description	Monthly Amounts x the Number of Months 100%	Employee: Court Coordinator Total Compensation for 6.9675 Months
JAG-F/T Employee	3,977.50 *6.9675 months	27,713
JAG-Longevity Pay	75.00 *6.9675 months	523
JAG-Interpreter Pay	0.00 *6.9675 months	0
JAG-Health Insurance	494.00 *6.9675 months	3,442
JAG-Life Insurance	3.13 *6.9675 months	22
JAG-FICA	310.02 *6.9675 months	2,160
JAG-Retirement	430.78 *6.9675 months	3,001
JAG-Unemployment	24.32 *6.9675 months	169
JAG-Workers Comp.	7.84 *6.9675 months	55
	Total	37,085

The salary computation in the Budget Detail was computed using the annual salary amount for staff member divided by twelve months and multiplying the monthly amount by 6.9675 months.

The fringes computation in the Budget Detail was computed using the actual rate Hidalgo County uses for each fringe and arriving to the monthly amount of fringes in relation to the employee's monthly salary. The monthly fringe amount was multiplied by 6.9675months.

2015-H4003-TX-DJ
Budget Narrative (Attachment II) pg. 2

Budget Summary:

Personnel	27,713
Fringes Benefits	9,372
Total Project Cost	37,085
Federal Request	37,085

2015-H4003-TX-DJ
Review Narrative (Attachment III)

The JAG FY 15 grant application was hand delivered to the Hidalgo County governing body, on June 23, 2015. Notification to the Hidalgo County residents of the JAG Grant Program was included in the Hidalgo County Agenda for the Hidalgo County Commissioner's Court meeting held on June 23, 2015. The JAG Grant Program was presented in public forum and was also televised on the area's public television channel, KMBH – 60 on June 23, 2015.

2015-H4003-TX-DJ
Abstract (Attachment IV)

Hidalgo County is 1,588 square miles and is located at the south most tip of the state of Texas. Its southern border covers seventy-eight miles of Texas/Mexico border along the Rio Grande River. As per most recent census estimates, Hidalgo County reflects a population of slightly over 774,769.

The Hidalgo County criminal justice system is comprised, at the moment, of eleven (11) district courts, eight (8) county courts at law and two auxiliary courts (auxiliary court A and auxiliary court B). The auxiliary courts main purpose is to provide support to the district courts. This support is managed by having the auxiliary courts hear and dispose of the overflow of criminal cases from all of the eleven district courts.

Hidalgo County data reflects the immense support the auxiliary courts have provided to all eleven district courts. This support has translated into having a more manageable criminal caseload for all eleven Hidalgo County District Courts thus improving Hidalgo County's stance in complying with an individuals' right guaranteed in the Sixth Amendment.

The following project identifiers are associated with the Auxiliary Courts proposed project activities: Adjudication, Court Security and Standards.

2015-H4003-TX-DJ

Applicant Disclosure of Pending Applications (Attachment V)

Hidalgo County does not have pending applications submitted within the last 12 months for federally funded assistance that include requests for funding to support the same project being proposed under this solicitation and will cover the identical cost items outlined in the budget narrative and worksheet in the application under this solicitation.

AI-50230 **Budget and Management** **21. C.**

CC - REGULAR

Meeting Date: 06/23/2015

Submitted By: Sergio Cruz, BUDGET & MANAGEMENT

Department: BUDGET & MANAGEMENT

Information

CAPTION

Discussion, consideration and approval to submit an Application for Financial Assistance to the Texas Department of Transportation - State Infrastructure Bank for the Mile 6 West Road Project (from Mile 9 North to State Highway 107), CSJ: 0921-02-168, in the amount of $8,500,000.00, with authority for the County Judge to sign the required documents.

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
Sergio Cruz (Originator)	Sergio Cruz	06/19/2015 04:52 PM
Budget & Management	Veronica Ortiz	06/19/2015 04:53 PM
Purchasing Department	Monica Badillo	06/19/2015 05:55 PM
Form Started By: Sergio Cruz		Started On: 06/19/2015 01:43 PM
Final Approval Date: 06/19/2015		

AI-50233 **Budget and Management** **21. D. 1.**

CC - REGULAR

Meeting Date: 06/23/2015

Submitted By: Debbie Tamez, BUDGET & MANAGEMENT

Department: BUDGET & MANAGEMENT

Information

CAPTION

Transfers In-General Fund (1293)
Approval of 2015 interfund transfer from Transfers In- General Fund and Transfers Out-Health Grants Fiscal Year 5 into Fiscal Year 6 to fund the total local match required to accept CPS/HAZARDS grant contract #2016-001134-00, CC 6/23/15 (AI-50082).

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2015 **ACCT. #:** 5-1XXX-X91-01-000-XXX-X-XXX

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

BUDGETARY IMPACT:

Funds available as of 6/23/15.

Attachments

Interfund Transfer

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	06/19/2015 02:19 PM
Manuel Chapa	Manuel Chapa	06/19/2015 04:54 PM
Purchasing Department	Monica Badillo	06/19/2015 05:55 PM
Form Started By: Debbie Tamez		Started On: 06/19/2015 02:00 PM
Final Approval Date: 06/19/2015		

DATE: June 23, 2015

DEPARTMENT HEAD: Sergio Cruz, Budget Officer

DEPARTMENT NAME: Department of Budget & Management for Health Grants

2015
Interfund Transfer
AI-50233

ACCOUNT NUMBER: **5-1XXX-X91-01-000-XXX-X-XXX**

CONTACT PERSON: Debbie Tamez **PHONE:** (956) 292-7025 ext. 5427

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:				
5-1293-391-01-000-100-5-	000	Transfers In-	General Fund	(694.00)
5-1100-491-01-000-293-5-	891	Transfers Out-	Health Grants	(694.00)
TO:				
5-1293-391-01-000-100-6-	000	Transfers In-	General Fund	694.00
5-1100-491-01-000-293-6-	891	Transfers Out-	Health Grants	694.00
			TOTAL BUDGET INCREASE (DECREASE)	**0.00**

REASON: To fund the total local match required for AI-50082, CC 6/23/15, to accept CPS/HAZARDS grant contract #2016-001134-00.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT **DATE** / / **ATTEST COUNTY CLERK**

AI-50240 **Purchasing Department** **22. A. 1.**

CC - REGULAR

Meeting Date: 06/23/2015

Submitted For: Marty Salazar, PURCHASING DEPT.

Submitted By: Rocio Villarreal, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

Requesting approval of Supplemental Agreement No. 1 (Article 8) of current contract [C-1-225-07-09] with L&G Consulting Engineers, Inc. dba L&G Engineering, for engineering services for, "On-Call Services- MPO and HCRMA, Traffic Studies County Wide Projects," to reflect extension of sixty (60) days while procurement process is completed so as to have no lapse in services.

BACKGROUND

Current agreement expires July 8, 2015, extension added is for 60 Days.

Fiscal Impact

FISCAL YEAR: 2015 **ACCT. #:** 5-1100-429-30-125-014-0-334

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

BUDGETARY IMPACT:

PO 697785

Attachments

supp

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	06/19/2015 05:25 PM
Budget & Management	Veronica Ortiz	06/19/2015 05:28 PM
Auditor's Office	Monica Badillo	06/19/2015 05:55 PM
Form Started By: Rocio Villarreal		Started On: 06/19/2015 03:31 PM
Final Approval Date: 06/19/2015		

L&G Consulting Engineers, Inc.

June 22, 2015

The Honorable Joe Flores
Commissioner, Hidalgo County Pct. No. 3
702 Breyfogle
Mission, Texas 78572

RE: On Call Services – HCMPO Contract No. C-13-225-07-09
Supplemental No. 1 to Main Agreement for Professional Services

Dear Commissioner Flores:

Attached for your review and approval is Supplemental No. 1 to the On Call Services – HCMPO Agreement for professional services between L&G Engineering and Hidalgo County.

This Supplemental has been requested by the Hidalgo County Purchasing Department to extend the agreement termination date of July 8, 2015 for an additional sixty (60) days while the procurement process is completed as so not to have a lapse in service.

Should you have any questions regarding this submittal, do not hesitate to call me at (956) 565-9813.

Sincerely,
L& G ENGINEERING

Jacinto Garza, P.E.
CEO/Project Manager

Attachments

2100 W. Expressway 83 • Mercedes, TX 78570 • Office (956) 565-9813 • Fax (956) 565-9018
900 S. Stewart Rd., Ste. 9 • Mission, TX 78572 • Office (956) 585-1909 • Fax (956) 585-1927

THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

SUPPLEMENTAL AGREEMENT NO.1
TO AGREEMENT FOR PROFESSIONAL SERVICES
C-13-225-07-09

THIS SUPPLEMENTAL AGREEMENT is made pursuant to the terms and conditions of Article 8 of the Agreement made by and between **HIDALGO COUNTY**, hereinafter called the **"Owner"**, and **L&G Consulting Engineers Inc,** d/b/a **L&G Engineering**, professional engineers of Mercedes, Texas, hereinafter called the **"Engineer".**

WITNESSETH

WHEREAS, the **Owner** and the **Engineer** executed the Main Contract Agreement on the 8th day of July, 2013 concerning professional engineering services for Engineering Services required for "On Call Services – MPO and HCRMA, Traffic Studies County Wide Projects for Hidalgo County hereinafter referred to as the "Project"; and,

WHEREAS, Article 3 of the Agreement, Period of Service, establishes this agreement shall terminate at the close of business two years from date of execution, unless termination date is extended by written supplemental agreement; and,

WHEREAS, it has become necessary to amend the Agreement for Professional Services, to extend the termination date.

A. AGREEMENT

NOW, THEREFORE, premises considered, the **Owner** and the **Engineer** agree that said **Agreement is** amended as follows:

1. Article 3 of the Agreement, Section 3.1 Termination Date, is revised to extend the termination date of July 8, 2015 for an additional sixty (60 days) while the procurement process is completed so as to have no lapse in service.

IN WITNESS WHEREOF, the Engineer and the Owner have caused this Supplemental Agreement No. 1 to be effective as of the ___day of _____, 2015.

ENGINEER:
L&G CONSULTING ENGINEERS, INC.

BY: _____
Jacinto Garza P.E., President

OWNER:
HIDALGO COUNTY

BY: _____
Ramon Garcia, County Judge

Attachments: None

AI-50237 **Purchasing Department** **22. A. 2.**

CC - REGULAR

Meeting Date: 06/23/2015

Submitted For: Marty Salazar, PURCHASING DEPT.

Submitted By: Marty Salazar, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

Recognition, acceptance and approval of donation of office furniture by Plains National Bank to Hidalgo County.

BACKGROUND

Due to the restructuring by Plains National Bank of assets of the former First National Bank, furniture is being declared as surplus by Plains National as many former bank substations are being sold.

**Purchasing Department will obtain an assessed value ASAP.

Fiscal Impact

FISCAL YEAR: 2015 **ACCT. #:** 5-1100-413-00-125-001-0-340

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

BUDGETARY IMPACT:

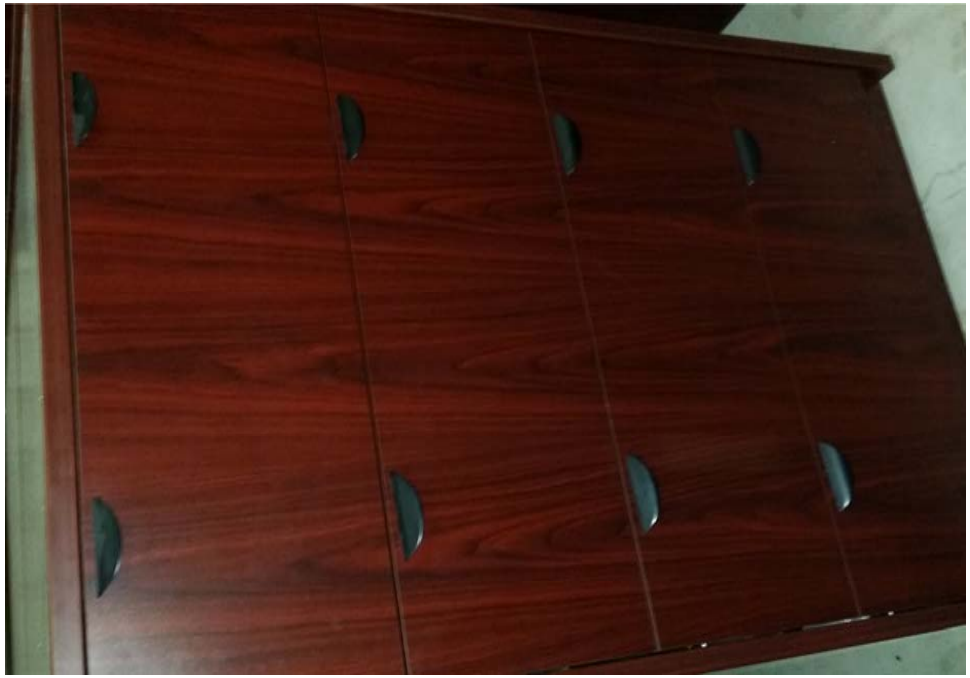
The fiscal impact was moving services handled through PO #727439.
Funds available as of 6/19/15

Attachments

Pics-Donation of Furniture (Plains Capital Bank)
furniture
list

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	06/19/2015 03:52 PM
Budget & Management	Veronica Ortiz	06/19/2015 03:54 PM
Auditor's Office	Veronica Ortiz	06/19/2015 05:04 PM
Form Started By: Marty Salazar		Started On: 06/19/2015 02:35 PM
Final Approval Date: 06/19/2015		



ASH INDUSTRIES

LOC:230

Hidalgo County Located Assets Inventory

Asset Tag. #	Model#/Item Description
PC-000	CREDENZA - 72in
PC-001	CREDENZA - 72in
PC-002	MINI HUTCH
PC-003	DESK 72in
PC-004	CORNER PIECE 36in
PC-005	CORNER PIECE 42in
PC-006	CORNER PIECE 42in
PC-007	CORNER PIECE 42in
PC-008	CORNER PIECE 36in
PC-009	BRIDGE 30in
PC-010	CORNER PIECE 42in
PC-011	CORNER PIECE 42in
PC-012	DESK 72in
PC-013	DESK 72in
PC-014	DESK 72in
PC-015	DESK w/DRAWERS 60in
PC-016	DESK w/DRAWERS 60in
PC-017	DESK w/DRAWERS 78in
PC-018	BRIDGE 42in
PC-019	DESK w/DRAWERS 72in
PC-020	DESK 46in
PC-021	DESK 72in
PC-022	CORNER 36in
PC-023	CORNER 36in
PC-024	CORNER 42in
PC-025	CORNER 42in
PC-026	CORNER 42in
PC-027	CORNER 42in
PC-028	CORNER 42in
PC-029	CORNER 42in
PC-030	CORNER 42in
PC-031	DESK w/DRAWERS 72in
PC-032	DESK w/DRAWERS 60in
PC-033	DESK w/DRAWERS 66in

Asset Tag. #	Model#/Item Description
PC-034	DESK w/DRAWERS 60in
PC-035	DESK w/DRAWERS 60in
PC-036	DESK w/DRAWERS 60in
PC-037	DESK w/DRAWERS 72in
PC-038	CORNER 36in
PC-039	CORNER 36in
PC-040	CORNER 36in
PC-041	CORNER 36in
PC-042	CORNER 36in
PC-043	CORNER 36in
PC-044	CORNER 36in
PC-045	CORNER 36in
PC-046	CORNER 36in
PC-047	CORNER 36in
PC-048	CORNER 36in
PC-049	CORNER 36in
PC-050	CORNER 42in
PC-051	CORNER 42in
PC-052	RETURN w/3-DRAWERS 30in
PC-053	RETURN w/3-DRAWERS 30in
PC-054	RETURN w/3-DRAWERS 42in
PC-055	RETURN w/3-DRAWERS 36in
PC-056	FILE CABINET w/3-DRAWERS
PC-057	RETURN w/3-DRAWERS 30in
PC-058	RETURN w/3-DRAWERS 30in
PC-059	RETURN w/3-DRAWERS 42in
PC-060	RETURN w/3-DRAWERS 30in
PC-061	RETURN w/3-DRAWERS 30in
PC-062	RETURN w/3-DRAWERS 30in
PC-063	FILE CABINET w/3-DRAWERS
PC-064	RETURN w/3-DRAWERS 30in
PC-065	RETURN w/3-DRAWERS 30in
PC-066	RETURN w/3-DRAWERS 30in
PC-067	RETURN w/3-DRAWERS 30in

Asset Tag. #	Model#/Item Description
PC-068	RETURN w/3-DRAWERS 30in
PC-069	FILE CABINET w/3-DRAWERS
PC-070	RETURN w/3-DRAWERS 30in
PC-071	FILE CABINET w/3-DRAWERS (ON WHEELS)
PC-072	RETURN w/3-DRAWERS 24in
PC-073	FILE CABINET w/2-DRAWERS
PC-074	RETURN w/2-DRAWERS 30in
PC-075	FILE CABINET w/2-DRAWERS
PC-076	RETURN w/3-DRAWERS 30in
PC-077	FILE CABINET w/3-DRAWERS (ON WHEELS)
PC-078	FILE CABINET w/3-DRAWERS
PC-079	RETURN w/3-DRAWERS 60in
PC-080	RETURN w/3-DRAWERS 44in
PC-081	SHELF CABINET w/2-FILING DRAWERS
PC-082	FILE CABINET w/2-DRAWERS
PC-083	FILE CABINET w/2-DRAWERS
PC-084	RETURN w/2-DRAWERS
PC-085	FILE CABINET w/2-DRAWERS
PC-086	FILE CABINET w/2-DRAWERS
PC-087	FILE CABINET w/2-DRAWERS
PC-088	RETURN w/2-DRAWERS
PC-089	FILE CABINET w/2-DRAWERS
PC-090	BRIDGE 44in
PC-091	DESK 72in
PC-092	RETURN w/STORAGE (1-DOOR & 2-DRAWERS) 72in
PC-093	DESK w/3-DRAWERS 72in
PC-094	DESK 72in
PC-095	BRIDGE 36in
PC-096	RETURN w/STORAGE (1-DOOR & 2-DRAWERS) 72in
PC-097	CREDENZA - 72in
PC-098	CORNER DESK 72in
PC-099	HUTCH w/LIGHT 72in
PC-100	RETURN 36in
PC-101	BRIDGE 30in

Asset Tag. #	Model#/Item Description
PC-102	DESK w/2-DRAWERS 72in (BUILT IN EXTENTION CORD)
PC-103	DESK w/2-LAT DRAWERS
PC-104	BRIDGE 50in
PC-105	LATERAL FILE (2 DRAWERS)
PC-106	DESK w/3-DRAWERS 48in
PC-107	FILE CABINET w/2-DRAWERS
PC-108	DESK w/5 DRAWERS on sides 72in
PC-109	DESK w/2-LAT DRAWERS 72in
PC-110	DESK w/3-DRAWERS 72in
PC-111	DESK w/2-LAT DRAWERS 72in
PC-112	STORAGE CABINET -2 DOOR (76in TALL)
PC-113	CREDENZA RETURN - 72in
PC-114	DESK w/3-DRAWERS 72in
PC-115	CREDENZA 72in
PC-116	CONFERENCE TABLE 60in x 30in
PC-117	DESK w/2-LAT DRAWERS 72in
PC-118	STORAGE CABINET -2 DOOR (65in TALL)
PC-119	CREDENZA 72in
PC-120	DESK w/3-DRAWERS 72in
PC-121	RETURN w/3-DRAWERS 66in
PC-122	STORAGE w/2-LAT DOORS 72in
PC-123	COFERENCE TABLE 12ft X 5ft (3 LEGS)
PC-126	NESTING TABLE
PC-128	1 DRAWER
PC-129	SMALL RETURN
PC-130	CREDENZA
PC-131	DESK WITH 3 DRAWERS
PC-132	RETURN WITH 2 LATERAL DRAWERS
PC-133	PRINTER TABLE WITH WHEELS
PC-134	RETURN
PC-160	ARMOIRE -2 DOOR (SMALL)
PC-161	ARMOIRE -2 DOOR (MEDIUM)
PC-162	ARMOIRE -2 DOOR (LARGE)
PC-163	ARMOIRE -2 DOOR (LARGE)

Asset Tag. #	Model#/Item Description
PC-164	STORAGE UNIT - 4 DOOR
PC-165	STORAGE UNIT - 4 DOOR
PC-166	STORAGE UNIT - 4 DOOR
PC-167	HUTCH w/LIGHT
PC-168	HUTCH w/LIGHT
PC-169	HUTCH w/LIGHT
PC-170	HUTCH w/LIGHT
PC-171	HUTCH w/LIGHT
PC-172	HUTCH w/LIGHT
PC-173	HUTCH w/LIGHT
PC-174	HUTCH w/LIGHT
PC-175	HUTCH w/LIGHT
PC-176	HUTCH w/LIGHT
PC-177	HUTCH w/LIGHT
PC-178	HUTCH w/LIGHT
PC-179	HUTCH w/LIGHT
PC-180	HUTCH w/LIGHT
PC-181	HUTCH w/LIGHT
PC-182	HUTCH w/LIGHT
PC-183	HUTCH w/LIGHT
PC-184	HUTCH w/LIGHT
PC-185	HUTCH w/LIGHT
PC-186	HUTCH w/LIGHT
PC-187	HUTCH w/LIGHT
PC-188	HUTCH w/LIGHT
PC-189	U-SHAPE DESK (8c)
PC-190	U-SHAPE DESK (8c)
PC-191	U-SHAPE DESK (8c)
PC-192	HUTCH w/LIGHT
PC-193	HUTCH w/LIGHT
PC-194	HUTCH w/LIGHT
PC-195	HUTCH w/LIGHT
PC-196	HUTCH w/LIGHT
PC-197	HUTCH w/LIGHT

Asset Tag. #	Model#/Item Description
PC-198	HUTCH w/LIGHT
PC-199	HUTCH w/LIGHT
PC-200	HUTCH w/LIGHT
PC-201	HUTCH w/LIGHT
PC-202	HUTCH w/LIGHT
PC-203	HUTCH w/LIGHT
PC-204	HUTCH w/LIGHT
PC-205	HUTCH w/LIGHT
PC-206	HUTCH w/LIGHT
PC-207	HUTCH w/LIGHT
PC-208	HUTCH w/LIGHT
PC-209	HUTCH w/LIGHT
PC-210	HUTCH w/LIGHT
PC-211	HUTCH w/LIGHT
PC-212	HUTCH w/LIGHT
PC-213	HUTCH w/LIGHT
PC-214	RECEPTION AREA TOP (HUTCH)
PC-215	HUTCH w/LIGHT
PC-216	HUTCH w/LIGHT
PC-217	HUTCH w/LIGHT
PC-218	HUTCH w/LIGHT (LARGE)
PC-219	HUTCH w/LIGHT (LARGE)
PC-220	HUTCH w/LIGHT (LARGE)
PC-221	HUTCH w/LIGHT (LARGE)
PC-222	HUTCH w/LIGHT (LARGE)
PC-223	HUTCH w/LIGHT
PC-224	HUTCH w/LIGHT
PC-225	FILE CABINET w/4-DRAWERS (LATERAL LEGAL DRAWERS)
PC-226	FILE CABINET w/4-DRAWERS (LATERAL LEGAL DRAWERS)
PC-227	FILE CABINET w/4-DRAWERS (LATERAL LEGAL DRAWERS)
PC-228	FILE CABINET w/4-DRAWERS (LATERAL LEGAL DRAWERS)
PC-229	FILE CABINET w/4-DRAWERS (LATERAL LEGAL DRAWERS)
PC-230	STORAGE UNIT - 4 DOOR (SHORT)
PC-231	FILE CABINET w/2-DRAWERS (LATERAL LEGAL DRAWERS)

Asset Tag. #	Model#/Item Description
PC-232	FILE CABINET w/2-DRAWERS (LATERAL LEGAL DRAWERS)
PC-233	FILE CABINET w/2-DRAWERS (LATERAL LEGAL DRAWERS)
PC-234	FILE CABINET w/2-DRAWERS (LATERAL LEGAL DRAWERS)
PC-235	FILE CABINET w/2-DRAWERS (LATERAL LEGAL DRAWERS)
PC-236	FILE CABINET w/2-DRAWERS (LATERAL LEGAL DRAWERS)
PC-237	FILE CABINET w/2-DRAWERS (LATERAL LEGAL DRAWERS)
PC-238	FILE CABINET w/2-DRAWERS (LATERAL LEGAL DRAWERS)
PC-239	FILE CABINET w/2-DRAWERS (LATERAL LEGAL DRAWERS)
PC-240	RETURN w/2-DRAWERS (LEGAL FILING)
PC-241	FILING CABINET w/2 LAT DRAWERS (LEGAL FILING)
PC-242	FILING CABINET w/2 LAT DRAWERS (LEGAL FILING)
PC-243	FILING CABINET w/2 LAT DRAWERS (LEGAL FILING)
PC-244	FILING CABINET w/2 LAT DRAWERS (LEGAL FILING)
PC-245	FILING CABINET w/2 LAT DRAWERS (LEGAL FILING)
PC-246	STORAGE UNIT - 2 DOOR (SHORT)
PC-247	DESK RETURN
PC-248	FILING CABINET w/2 LAT DRAWERS (LEGAL FILING)
PC-249	FILING CABINET w/2 LAT DRAWERS (LEGAL FILING)
PC-250	FILING CABINET w/2 LAT DRAWERS (LEGAL FILING)
PC-251	FILING CABINET w/2 LAT DRAWERS (LEGAL FILING)
PC-252	2 DOOR CABINET (SHORT)
PC-253	FILING CABINET w/2 LAT DRAWERS (LEGAL FILING)
PC-254	FILING CABINET w/2 LAT DRAWERS (LEGAL FILING)
PC-255	FILING CABINET w/2 LAT DRAWERS (LEGAL FILING)
PC-256	FILING CABINET w/2 LAT DRAWERS (LEGAL FILING)
PC-257	FILING CABINET w/2 LAT DRAWERS (LEGAL FILING)
PC-258	FILING CABINET w/2 LAT DRAWERS (LEGAL FILING)
PC-259	FILING CABINET w/2 LAT DRAWERS (LEGAL FILING)
PC-260	FILING CABINET w/2 LAT DRAWERS (LEGAL FILING)
PC-261	FILING CABINET w/3 LAT DRAWERS (LEGAL FILING)
PC-262	FILING CABINET w/3 LAT DRAWERS (LEGAL FILING)
PC-263	FILING CABINET w/3 LAT DRAWERS (LEGAL FILING)
PC-264	FILING CABINET w/2-DRAWERS (UNDER DESK)
PC-265	FILING CABINET w/2-DRAWERS (UNDER DESK)

Asset Tag. #	Model#/Item Description
PC-266	DESK TOP -WOOD
PC-267	FILING CABINET w/2-DRAWERS (UNDER DESK)
PC-268	FILING CABINET w/2-DRAWERS (UNDER DESK)
PC-269	FILING CABINET w/2-DRAWERS (UNDER DESK)
PC-270	FILING CABINET w/2-DRAWERS (UNDER DESK)
PC-271	FILING CABINET w/2-DRAWERS (UNDER DESK)
PC-272	FILING CABINET w/2-DRAWERS (UNDER DESK)
PC-273	FILING CABINET w/2-DRAWERS (UNDER DESK)
PC-274	FILING CABINET w/2-DRAWERS (UNDER DESK)
PC-275	FILING CABINET w/2-DRAWERS (UNDER DESK)
PC-276	FILING CABINET w/2-DRAWERS (UNDER DESK)
PC-277	FILING CABINET w/2-DRAWERS (UNDER DESK)
PC-278	FILING CABINET w/2-DRAWERS (UNDER DESK)
PC-279	FILING CABINET w/2-DRAWERS (UNDER DESK)
PC-280	FILING CABINET w/2-DRAWERS (UNDER DESK)
PC-281	FILING CABINET w/2-DRAWERS (UNDER DESK)
PC-282	FILING CABINET w/2-DRAWERS (UNDER DESK)
PC-283	FILING CABINET w/2-DRAWERS (UNDER DESK)
PC-284	FILING CABINET w/2-DRAWERS (UNDER DESK)
PC-285	FILING CABINET w/2-DRAWERS (UNDER DESK)
PC-286	FILING CABINET w/2-DRAWERS (w/CONNECTOR)
PC-287	FILING CABINET w/2-DRAWERS (w/CONNECTOR)
PC-288	FILING CABINET w/2-DRAWERS (w/CONNECTOR)
PC-289	FILING CABINET w/2-DRAWERS (w/CONNECTOR)
PC-290	FILING CABINET w/2-DRAWERS (w/CONNECTOR)
PC-291	FILING CABINET w/2-DRAWERS (UNDER DESK)
PC-292	FILING CABINET w/2-DRAWERS (UNDER DESK)
PC-293	PODIUM
PC-294	PRINTER TABLE
PC-295	ROLLING TABLE
PC-296	DESK RETURN
PC-297	ROLLING TABLE
PC-298	ROLLING TABLE
PC-299	ROLLING TABLE

Asset Tag. #	Model#/Item Description
PC-300	ROLLING TABLE (SMALL)
PC-301	ROLLING TABLE
PC-302	ROLLING TABLE
PC-303	ROLLING TABLE
PC-304	RETURN DESK
PC-305	ROLLING TABLE
PC-306	FOLDING TABLE
PC-307	FOLDING TABLE
PC-308	FOLDING TABLE
PC-309	FOLDING TABLE
PC-310	FOLDING TABLE
PC-311	FOLDING TABLE
PC-312	FOLDING TABLE
PC-313	COREY HUTCH (NO LIGHT)
PC-314	DESK TOP
PC-315	DESK TOP
PC-316	DESK TOP
PC-317	FOLDING TABLE
PC-318	GREY TABLE
PC-319	BOW DESK
PC-320	CORNER DESK SECTION
PC-321	CORNER DESK SECTION
PC-322	CORNER DESK SECTION
PC-323	DESK - CREDENZA
PC-324	3-DRAWER FILING CABINET w/CONNECTOR
PC-325	DESK
PC-326	ROLLING TABLE
PC-327	DESK
PC-328	DESK
PC-329	ARMOIRE (LARGE)
PC-330	ARMOIRE (LARGE)
PC-331	ARMOIRE (LARGE)
PC-332	LATERAL FILING CABINET w/4-DRAWERS
PC-333	CREDENZA

Asset Tag. #	Model#/Item Description
PC-334	CREDENZA
PC-335	DESK RETURN
PC-336	2-DRAWER LETTER FILING CABINET w/CONNECTOR
PC-337	2-DRAWER LEGAL FILING CABINET w/CONNECTOR
PC-338	L-SHAPE RETURN
PC-339	L-SHAPE RETURN
PC-340	2-DRAWER LEGAL FILING CABINET w/CONNECTOR
PC-341	3-DRAWER LETTER FILING CABINET w/CONNECTOR
PC-342	3-DRAWER LETTER FILING CABINET w/CONNECTOR
PC-343	3-DRAWER LETTER FILING CABINET w/CONNECTOR
PC-344	3-DRAWER LETTER FILING CABINET w/CONNECTOR
PC-345	DESK RETURN
PC-346	DESK RETURN (CORNER CONNECTION)
PC-347	3-DRAWER FILE CABINET STORAGE
PC-348	3-DRAWER FILE CABINET w/ATTACHMENT
PC-349	3-DRAWER FILE CABINET w/ATTACHMENT
PC-350	DESK RETURN
PC-351	SECRETERIAL DESK
PC-352	DESK
PC-353	FILE CABINET w/2-DRAWERS (LEGAL DRAWERS)
PC-354	ATTACHMENT
PC-355	LEFT HAND U-DESK
PC-356	CREDENZA
PC-357	BRIDGE
PC-358	DESK ATTACHMENT w/4-DRAWERS
PC-359	GRAY ROLLING STORAGE
	54 - OFFICE TRASH CANS (SMALL & LARGE)
	6 - OCTAGON TRASH CANS
	26 - Blue Office Chairs
	3 - Mustard Yellow Office Chairs With Arms
	11 - Blue Office Chairs
	1 - Mustard Yellow Office Chair
	2 - Orange with Triangles Design Office Chair

Hidalgo County Located Assets Inventory

Asset Tag. #	Model#/Item Description
	2 - Big Office Chair with Arms
	1 - Brown Leather Office Chair with Arms
	2 - Black Leather Office Chair
	2 - Blue Guest Chair with Arms
	2 - Light Green Guest Chairs with Arms
	8 - Blue Guest Chairs
	2 - Tan Leather Guest Chairs
	1 - Brown Leather Guest Chair
	19 - Brown Wood Waiting Chairs
	2 - Red Waiting Chairs
	2 - Blue Waiting Chairs
	20 - Office Chairs with Arms

Note: The following are explanations for the skip in sequence:

124-125 Nesting Tables-kept by bank

127 skipped

135-159 were not used

AI-49886 **Purchasing Department** **22. A. 3.**

CC - REGULAR

Meeting Date: 06/23/2015

Submitted For: Marty Salazar, PURCHASING DEPT.

Submitted By: Yolanda Velasquez, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

A. Presentation of scoring grid for the purpose of ranking by Commissioners' Court, the responses received in connection with the Request for Proposal for: "Arbitrage Calculation Services" - RFP 2015-118-05-06-YZV:

COMPANY	AVERAGE SCORE	RANKED
First Southwest Asset Management	**90**	
PFM Asset Management	**87.6**	
Arbitrage Compliance Specialist	**92.2**	

B. Requesting authority for Purchasing Department to proceed to negotiate a "Best and Final Offer" with the number one ranked company of_____ for the provision of "Arbitrage Calculation Services" for Hidalgo County.

BACKGROUND

1. The responses received to this RFP were evaluated, graded and scored by Precincts Chief of Staffs' and County Judge's - Director or Special Projects: [i.e. E. Reyna, R. Lozano, A. Garza, Jr., D. Villarreal, Jr., J. Ozuna];

2. Total of nine (9) packets were requested and distributed;

3. Three (3) responses were received;

4. Term of agreement is for 1 year with HC sole option to renew/extend for 3 additional-1 year terms under the same rates, terms and conditions.

Fiscal Impact

Attachments

Acceptance-Participation Sheet(s)
Scoring Grid

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	06/16/2015 02:46 PM
Budget & Management	Veronica Ortiz	06/16/2015 03:27 PM
Glinda Pacheco	Glinda Pacheco	06/18/2015 11:20 AM
Auditor's Office	Monica Badillo	06/19/2015 05:54 PM

Form Started By: Yolanda Velasquez Started On: 05/28/2015 10:55 AM

Final Approval Date: 06/19/2015

HIDALGO COUNTY PURCHASING DEPARTMENT
PROPOSAL ACCEPTANCE SHEET

DEPARTMENT NAME: HIDALGO COUNTY & HIDALGO COUNTY DRAINAGE DISTRICT #1

PROPOSAL ACCEPTANCE DATE: MAY 06, 2015 | **PROPOSAL ACCEPTANCE TIME:** 9:30 A.M.

DESCRIPTION OF RFP: HIDALGO COUNTY –"ARBITRAGE CALCULATION SERVICES"

RFP NO: 2015-118-05-06-YZV | **BUYER: Yolanda Velasquez**

RFP	NAME OF COMPANY	ADDENDUM 1	ACKNOWLEDGED
#1	First Southwest Asset Management, LLC	√	√
#2	PFM Asset Management, LLC	√	√
#3	Arbitrage Compliance Specialist, INC	√	√
#4			
#5			
#6			
#7			
#8			

HIDALGO COUNTY PURCHASING DEPARTMENT
PARTICIPATING VENDOR'S LOG
REQUIREMENTS/RFQ&P PACKETS

IBF-RFB-RFP-RFQ-RFQ&P-RFI

RFQ ACCEPTANCE DATE: MAY 06, 2015 **RFQ ACCEPTANCE TIME: 9:30 A.M.**

DEPARTMENT/RFQ/P DESCRIPTION: "ARBITRAGE CALCULATION SERVICES".

RFQ NO: 2015-118-05-06-YZV

	NAME OF BIDDER: COMPANY/FIRM & REPRESENTATIVE'S NAME	RFQ REQUEST	SIGNATURE (IF APPLICABLE) OR INITIALS OF STAFF ADDRESSING MAIL OUT	DATE	PHYSICAL ADDRESS CITY, STATE, ZIP CODE PHONE & FAX NUMBERS
01	Arbitrage Compliance Specialists, Inc. Stephen H. Broden	Email	Stephen@rebatebyacs.com YZV	04/20/15	5975 S/ Quebec St #205 Centennial, CO 80111 Tel: 800-672-9993 ext. 7530
02	First Southwest Vickie Hall	Email	Vickie.hall@firstsw.com YZV	04/20/15	325 North St. Paul St. Ste 800 Dallas, TGX 75201-3852 Tel: 214*-953-8874
03	Dannon Basaldua	Email	dannonjb@gmail.com YZV	04/21/15	
04	Willdan Financial Services Lisa Bromley	Email	bromll@willdan.com YZV	04/21/15	27368 Via Industria Ste 200 Temecula, CA 92590 Tel: 800-755-6864 ext 1572
05	Parker Bond Consulting LLC R. Andrew Parker	Email	andy@parkerbondconsulting.com YZV	04/22/15	7001 Boulevard 26 Ste 335 North Richland Hills, TX 76180 Tel: 1-682-334-3034
06	PFM Asset Management LLC Kathy Whitman	Email	whitmank@pfm.com YZV	04/22/15	One Keystone Plaza Ste 300 Harrisburg, PA 17101 Tel: 717-232-2723
07	PFM Asset Management LLC Michael Steinbrook	Email	steinbrookm@pfm.com YZV	04/22/15	One Keystone Plaza, Ste 300 Harrisburg, PA 17101 Tel: 717-232-2723
08	BLX Group Sandee Stallings	Email	sstallings@blxgroup.com YZV	04/28/15	2711 N. Haskell Avenue Ste 2600 SW Dallas, Texas 75204 Tel: 214-989-2701
09	Prime Vendor INC Kimberly Doumit	Email	Bids20@prime-vendor.com YZV	04/21/15	4622 Cedar Avenue Bldg 5 Ste 124 Wilmington, NC 28403 Tel: 800-746-9554
10					
11					

***VIA:**
IN PERSON (IP)
TELEPHONE REQUEST (TR)
BIDDER LIST MAIL OUT (BLM)

HIDALGO COUNTY
"ARBITRAGE CALCULATION SERVICES"
RFQ № 2015-118-05-06-YZV

EVALUATION CRITERIA	PARTICIPANTS														
	First Southwest Asset Management					PFM Asset Management					Arbitrage Compliance Specialist				
	GRADERS					GRADERS					GRADERS				
	1	2	3	4	5	1	2	3	4	5	1	2	3	4	5
Firm Qualifications/Experience of Firm	34	36	38	34	38	35	34	37	33	38	39	38	37	35	37
Firm's Understanding of Project / Approach to Scope of Services	30	31	34	26	33	28	31	33	25	32	34	35	32	27	32
Firm's References/ Similar Engagements	24	23	24	21	24	22	23	24	20	23	24	23	24	22	22
TOTAL:	88	90	96	81	95	85	88	94	78	93	97	96	93	84	91
Total Scores:	450					438					461				
Total Average	**90**					**87.6**					**92.2**				
Ranking (Upon review and approval by Hidalgo County CC)															

AI-50148 **Purchasing Department** **22. A. 4.**

CC - REGULAR

Meeting Date: 06/23/2015

Submitted For: Marty Salazar, PURCHASING DEPT.

Submitted By: Yvette Islas, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

A. Presentation of the scoring grid [for the purpose of ranking by CC] of the following H-GAC's eligible awarded contractors for Disaster Debris Clearance & Removal Services Providers via the County's membership/participation with said cooperative:

Disaster Debris Clearance & Removal Services

Respondent:	Ashbritt, Inc.	Ceres Environmental Services	Crowder Gulf, LLC	DRC Emergency Services	Phillips & Jordan Inc.
Evaluator 1	84	82	83	78	80
Evaluator 2	97	95	91	94	89
Evaluator 3	95	91	86	88	89
Evaluator 4	93	90	90	89	80
Evaluator 5	83	83	64	65	81
total	452	441	414	414	419
Average Score	90.4	88.2	82.8	82.8	83.8
RANK					

B. Action for options by Commissioner's Court in order to proceed to the next phase of the process: Commence negotiating with the number one ranked providers to finalize agreements for multiple [if applicable] awarded pre-positioned contracts for: Disaster Debris Clearance & Removal Services-Hidalgo County including, but not limited to, the following determinations:

1. Award to primary, secondary or tertiary or as otherwise approved;
2. Term of contract(s):

a. Initial term of contract-upon approval to execute through December 31, 2016*

b. Renewal/Extension options- Two (2) One (1) year renewals:

• January 01, 2017 through December 31, 2017*
• January 01, 2018 through December 31, 2018*
*[as these are the current terms of award through H-GAC];

BACKGROUND

1. Selection of Evaluation Committee by CC on meeting of 03-31-15:
2. Committee Members:
a. R. Saldana, HC-EMC/County Judge
b. R. Lozano, HC Pct. #1
c. A. Garza, Jr., HC Pct. #2
d. M. Parras, HC Pct#3
e. J. Ozuna, HC Pct. #4

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 addressed and appropriated.

H-GAC process will be at no cost to HC.

Attachments

scoring grid

Form Review

Inbox	**Reviewed By**	**Date**
Purchasing Department	Marty Salazar	06/19/2015 12:52 PM
Budget & Management	Veronica Ortiz	06/19/2015 02:02 PM
Manuel Chapa	Manuel Chapa	06/19/2015 04:51 PM
Auditor's Office	Monica Badillo	06/19/2015 05:55 PM
Form Started By: Yvette Islas		Started On: 06/17/2015 11:46 AM
Final Approval Date: 06/19/2015		

HIDALGO COUNTY

“DISASTER DEBRIS CLEARANCE & REMOVAL SERVICES”

SCORING GRID

RESPONDENT:	ASHBRITT, INC.	CERES ENVIRONMENTAL SERVICES	CROWDER GULF, LLC	DRC EMERGENCY SERVICES	PHILLIPS & JORDAN INC.
EVALUATOR 1	84	82	83	78	80
EVALUATOR 2	97	95	91	94	89
EVALUATOR 3	95	91	86	88	89
EVALUATOR 4	93	90	90	89	80
EVALUATOR 5	83	83	64	65	81
TOTAL:	**452**	**441**	**414**	**414**	**419**
AVERAGE SCORE:	**90.4**	**88.2**	**82.8**	**82.8**	**83.8**
RANK					

AI-50063 **Purchasing Department** **22. B. 1.**

CC - REGULAR

Meeting Date: 06/23/2015

Submitted For: Comm. Cuellar, COMM. PCT. #1

Submitted By: Vangie Garcia, PURCHASING DEPT.

Department: COMM. PCT. #1

Information

CAPTION

Acceptance and approval of request by Precinct No.1 for Supplemental No. 3 through Work Authorization No. 1 as submitted by TEDSI Infrastructure Group-Contract #C-08-227-02-09-PO#617534 for modification to original scope of work as more specifically described in Attachment "B" with no budgetary impact of original amount reflected on the work authorization.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2015 **ACCT. #:** 1315-431-00-121-039-0-721

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

BUDGETARY IMPACT:

FISCAL YEAR: **ACCT. #:**

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

BUDGETARY IMPACT:

No fiscal impact on this agenda as modifications to scope of services did not change the original amount of cost of Work Authorization No. 1.

Attachments

Supplemental Documentation

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	06/15/2015 03:20 PM
Budget & Management	Veronica Ortiz	06/15/2015 03:24 PM
Glinda Pacheco	Glinda Pacheco	06/15/2015 04:49 PM
Auditor's Office	Monica Badillo	06/19/2015 05:54 PM
Form Started By: Vangie Garcia		Started On: 06/09/2015 03:33 PM
Final Approval Date: 06/19/2015		

EXHIBIT "F"
Supplemental Agreement Form

CONTRACT NO. C-08-227-02-09
WORK AUTHORIZATION NO. 1
SUPPLEMENTAL AGREEMENT NO. 3

THIS **SUPPLEMENTAL AGREEMENT NO. 3 to WORK AUTHORIZATION NO. 1** is made pursuant to the terms and conditions of Article 8 of the **Agreement** made by and between **HIDALGO COUNTY**, acting herein by and through the **Commissioner's Court**, hereinafter called the "**Owner**", and **TEDSI INFRASTRUCTURE GROUP**, professional engineers of Mission, Texas, hereinafter called the "**Engineer**".

PART 1.Scope of Work. The purpose Supplemental Agreement to the Work Authorization is to provide services as indicated below:

The scope of services to be provided by the **Engineer** is identified in **ATTACHMENT "B" –*Scope of Services to be Provided by the Engineer*** attached hereto.

PART 2. Fee Proposal. The Lump Sum Fee Proposal cost for services under this Supplemental Agreement to the Work Authorization is **$0.00**. This amount is based upon the costs outlined in the ***Fee Proposal*** attached hereto as **ATTACHMENT "D"**.

PART 3. Payment. Compensation and payment to the **Engineer** for the services established under this Supplemental Agreement to the Work Authorization shall be made in accordance with Articles 5, 6, and 7 of the **Agreement**.

PART 4. Funding. This Supplemental Agreement No. 3 to Work Authorization No. 1 shall be funded through funding source:

Account No._____

Requisition No._____

PART 5. Period of Service. This Supplemental Agreement No. 3 to the Work Authorization No. 1 shall become effective on the date of final acceptance of the parties hereto, and all work associated with this Supplemental Agreement. This Work Authorization will be affective until all scoped work has been completed.

PART 6. Responsibilities and Obligations. This Supplemental Agreement to the Work 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, as to the content and detail of this Supplemental Agreement No. 3 to the Work Authorization No. 1.

Hidalgo County Precinct No. 1

By:_____
A. C. Cuellar, Commissioner Precinct No. 1

PART 8 Acceptance and Approval. This Supplemental Agreement to the Work Authorization is hereby accepted, and approved by Hidalgo Commissioners' Court on _____ as indicated below and effective as of __ day of _____, 2015.

A purchase order will be issued by the Hidalgo County Purchasing Department after the execution of this document. Issuance of the purchase order will serve as the written Notice to Proceed on this Supplement Agreement No. 3 to Work Authorization No. 1.

THE ENGINEER:
TEDSI INFRASTRUCTURE GROUP

BY:_____
Craig F. Stong, (Principal)

THE OWNER:
HIDALGO COUNTY

_____
Ramon Garcia (County Judge)

ATTEST:

By:_____
Arturo Guajardo Jr., Hidaglo County Clerk

LIST OF ATTACHMENTS:
ATTACHMENT "B" - Services to be Provided by the Engineer
ATTACHMENT "D" – Fee Proposal

Approved As To Form:
Atlas & Hall, LLP

By:_____

WORK AUTHORIZATION NO. 1
SUPPLEMENTAL AGREEMENT NO. 3
MILE 6 WEST ROAD
SH-107 TO MILE 9 NORTH
ATTACHMENT "B"

Scope of Services to be Provided by the Engineer

THE FOLLOWING ITEMS OF WORK ARE DELETED FROM ATTACHMENT B OF WORK AUTHORIZATION NO. 1

PLAN, SPECIFICATIONS AND ESTIMATE SERVICES

1) The Engineer shall prepare and submit work under this task in accordance to the PS&E Preparation Manual. The location of project should depict the entire project with beginning and ending (Station Numbers/Reference Markers) for each noted CSJ. Mapping landmarks (side streets, creeks, etc.) along with North Arrow and a scale should be shown to help relate the physical location of the project.
2) The Engineer shall use the Design Speed, the Funding Category, Average Daily Traffic, ADT, Roadway Classification, Location Type, and the appropriate Design Criteria to develop the typical sections as set forth in the Roadway Design Manual, PS&E Preparation Manual and other deemed necessary State approved manuals to prepare and submit the work under this task. The existing typical section should be shown with current roadway (pavement, right of way, etc.) characteristics. The proposed typical sections should be shown below the existing typical section with all related pertinent (pavement, right of way, etc.) information for the proposed roadway construction.
3) For Roadway, Bridge and Traffic quantities, the Engineer shall prepare and submit work under this task in accordance to the PS&E Preparation Manual and other deemed necessary State approved manuals. All summaries shall be consolidated per CSJ, City or County participation, etc. Any quantities shown "For Contractor Information Only" should be shown as such.

TRAFFIC CONTROL PLANS (TCP)

1) The Engineer will develop a conceptual traffic control plan (TCP), roll plot, and narrative. These information will be submitted to the County and TxDOT for review. The Engineer shall make a presentation to the District Traffic Control Safety Review Committee to obtain approval of the TCP prior to development of plan sheets. Modifications requested by TxDOT or County after approval will be consider additional work and be added by supplemental agreement.
2) The Engineer shall notify the State if they plan on requesting a speed reduction at the work zones. The Engineer shall prepare the request form using the latest approved Strip Map within the project limits in conjunction with the Traffic Standards for this request. If the project limits is within the city limits, the request shall be coordinated with the State and the local municipality at the early design process.
3) The Engineer shall provide the State with a hardcopy and accompanying electronic file of a schedule and Critical Path Method for project duration for each phase of construction using SureTrack software
4) The Engineer shall describe the type of work to be performed for each phase of sequence of construction and any special instructions (ex: storm sewer, culverts, bridges, railing, illumination, signals, retaining walls, signing, paving surface sequencing or concrete placement, ROW restrictions, utilities, etc.) that the contractor should be made aware to include limits of construction, obliteration, and shifting or detouring of traffic prior to the proceeding phase.
5) The Engineer shall include the work limits, the location of channelizing devices, positive barrier, location & direction of traffic, work area, stations, pavement markings, and other information deemed necessary for each phase of sequence of construction.
6) If Engineer determines that a standard is not applicable to address the entire project, then the Engineer shall prepare layouts for each respective phase of sequence of construction to illustrate any necessary additional construction details not covered by the Standards to address work limits for each sequence in stations, channelizing devices, barricades, positive barrier, tapers, buffer zones, TCP signage, signs, work zone pavement markings, work area, location & direction of traffic, locations for pedestrian crossings, and other information deemed necessary for each phase of sequence of construction. The Engineer shall develop the layouts by referring to the TxDOT standards, latest version of the TxMUTCD for non-TCP signage that may be needed as part of the TCP signage for intersections. The layouts shall address construction of detours,

access to business, homes, side streets, and driveways, and reroute of traffic to other roads.

7) The Engineer will address drainage issues that are a result of changes in horizontal and vertical profiles by specifying the location and size of the temporary drainage structures.
8) The Engineer shall prepare the plan and profile sheets and cross sections for all detours.
9) The Engineer will develop TCP plans as double stacked, 1" = 100'. TCP plans will be developed for a two phase approach to traffic control.

ROADWAY DETAILS

1) The alignment sheet(s) include the following for complex projects and/or where it is not desirable to show the following information on the plan and profiles sheet(s): include the project limits for the entire project, label curve date bearings/coordinates for each alignment, computer generated data may be graphically place on the sheet(s) and if applicable the State Plane Coordinates System should be noted on this sheet(s).
2) The Benchmark Data sheet shall be developed in tabulated form and accompanied by surveyor's sketch showing the Station Number from respective alignment, Offset, and Elevation and Physical Description.
3) The Engineer shall design the plan (horizontal) and profile (vertical) including roadway transitions based on the controlling criteria previously defined and as set forth in the previously listed. The Engineer shall develop the alignment for the project in GEOPAK format. Plan and Profile sheets will be developed at 1" =100'.
4) The Engineer shall identify and notify the State all locations not meeting the set criteria. In addition, the Engineer shall provide alternatives and a recommendation to address these design issues.
5) The Engineer shall develop and verify all cross sections in preparation of the proposed traffic control plan, drainage, utilities, right-of-way, and access onto adjacent properties. In addition, the cross sections shall be drained to maintain the natural watershed unless otherwise directed by the State.
6) The Engineer shall determine all cut and fill quantities.
7) The Engineer shall design all intersections to accommodate the design vehicles turning radius. The ADA-wheelchair ramps shall be designed in accordance to the TDLR compliance and the latest TxDOT's Pedestrian Ramp Standards in conjunction with the requirement of the latest version of the TxMUTCD as it relates location of the traffic signals pedestrian heads, signage, and pavement markings.
8) The Engineer shall design all longitudinal barriers (railing and guardrail), raised median, fencing, bus bays, parking areas, mailboxes, and shoulder texturing in accordance to the criteria set forth in the roadway design manual and standards. Miscellaneous Details Sheet(s) may be developed to illustrate any necessary additional construction details not covered by the Standards.

DRAINAGE DETAILS

1) The Engineer shall use the Roadway Design Manual, Hydraulic Manual, PS&E Preparation Manual, and other deemed necessary State approved manuals to prepare and submit the work under this section
2) The Engineer shall use the above-listed manuals to prepare and submit the work under this task. The hydraulic calculations shall have the following based on previously County approved drainage study:
   a) Description-Material, Size, & Entrance (headwall)
   b) Design discharges, Flow per barrel, barrel slope, and Manning n-value
   c) Inlet flow line, allowable headwater, roadway (shoulder) elevation, calculated inlet headwater elevation
   d) Outlet flow line, Tailwater for design frequency/frequencies, type of flow, critical depth, and calculated friction losses, calculated outlet water elevation
   e) Controlling headwater elevation, outlet velocity, and recommended countermeasures to maintain an acceptable outlet velocity.
3) The Engineer shall show the location of culverts and ditches on the roadway plan view.
4) The Engineer shall use TxDOT standards preferably at all times. Modification to inlets, pipe connection, bedding details, and other elements pertaining to drainage details shall be included under this work task. The BCS sheet must be submitted for all box culverts within the project limits. This sheet must be signed and sealed by the Engineer.

TRAFFIC ITEMS

The Engineer shall inventory all signage through the project limits including those limits that are considered incidental to the project limits. All intersections and roadway signage shall be designed and spaced according to the requirements set forth in TxDOT's Sign Crew Field Book and standards for work under this task. Any signs no longer used by the State shall be taken out and replace by an accepted TxMUTCD signs. The Engineer shall design all signage according to the latest version of the

TxMUTCD, Supplemental to TxMUTCD, and TxDOT's Signs and Markings Manual. Design of flashing beacons or traffic signals not specifically indicated in Attachment D is not included. Additional locations will be added by supplemental agreement.

STORM WATER POLLUTION PREVENTION PLANS (SW3P)

The Engineer shall submit and prepare separate SW3P sheets when soil is to be disturbed as part of the erosion control measures during each phase of the sequence of construction. The general plan for the SW3P on this project is to enclose the area under construction including existing and proposed inlets with erosion control devices and provide a stabilized construction entrances at points where traffic will be entering or leaving the construction site. The Engineer shall also design structures or features to control erosion and suspended sediments for post-construction. A standardized General Note will serve as the SW3P where there is to be no soil disturbance (seal coats, overlays, etc.) in the project. The Engineer shall refer to the Hydraulic Design Manual, TxDOT standards, TxDOT Storm Water Management Guidelines, the Environmental Manual, and District Environmental Staff for guidance on work under this task. Erosion Control measures shall conform to one or more of the approved TxDOT / Texas Natural Resources Conservation Commission (TNRCC) / US Environmental Protection Agency (EPA) / US Army Corps of Engineers (USACE) Best Management Practices. The appropriate Best Management Practice(s) shall be listed on the Environmental Issues, Permits, and Commitments (EIPC) sheet to be included as a Plan Sheet and shall be followed by the Engineer and Contractor to completion. Plan sheets will be develop separate from TCP as 1"=100', double stacked.

CROSS SECTIONS

For the Final Submission, the Engineer shall furnish the final cross - section plots, on 36" wide x 120" long roll plots, showing both the original terrain and the design cross-sections, showing the roadway template, at a vertical scale of 1"=10' and a horizontal scale of 1"=10'. The design cross - sections shall indicate the slope rate on the side slopes. The Engineer shall use GeoPak software and provide the state with the applicable files. Cross sections are to show proposed pavement thickness, top of subgrade, finish grade of side bar ditches with slopes and location of right of way. Indicating other features within the cross sections is not part of the scope of work, ie. Underground utilities, storm sewer lines, top soil, etc.

DELIVERABLES

PS&E

The Engineer shall deliver to the County and TxDOT Project Manager one copies and one CD's containing PDF's of the plan sheets provided, respective of the 1st, 2nd, and 3rd submittal. For the final submittal, the Engineer shall submit one set in Mylar accompanied by a paper copy and two CD's containing PDF's of the final plans.

1st Submittal -

1) Design Summary Report
2) Title Sheet
3) Typical Sections (existing and proposed)
4) Traffic Control Plan
5) Utility Layout (conflicts identified)
6) Plan & Profile
   a) Vertical Alignment (existing and proposed)
   b) Horizontal Alignment (existing and proposed)
7) Miscellaneous Details
8) Corresponding Quantity Summary Sheets
9) Corresponding Standard Detail Sheets for all Items of Work in this submittal
10) Preliminary Estimate
11) Design Exceptions/Waivers required
12) Newly created Special Provisions/Specifications to be used (Form 1814)
13) R.O.W. (issues identified)
14) 2 Rolls of Cross Sections

2nd Submittal -

1) Index Sheet

2) Hydrologic Computation Sheets
3) Hydraulic Data Sheets
4) Drainage Area Maps
5) Drainage Plan & Profile
6) Drainage Structure Details
7) Storm Sewer Details
8) Storm Water Pollution Prevention Plan
9) Miscellaneous Details
10) Corresponding Quantity Summary Sheets
11) Corresponding Standard Detail Sheets for all Items of Work in this submittal
12) Updated Estimate
13) Utility Adjustment/Relocation Details
14) R.O.W. Acquisition Detail
15) 2 Rolls of Cross Sections

3rd Submittal -
1) Final Index of Sheets
2) Pavement Marking Layout/Details
3) Miscellaneous Details
4) Corresponding Quantity Summary Sheets
5) Corresponding Standard Detail Sheets for all Items of Work in this submittal
6) Final Estimate
7) General Notes
8) Certifications
9) Form 1002
10) Cross Sections

4th Submittal - PS&E Package 100% complete.

THE FOLLOWING ITEMS OF WORK HAVE BEEN INCREASED FROM 110 PARCELS TO 237 PARCELS

1) Right of Way Strip Map
   a) Obtain title reports for parcel identified on the approved schematic.
   b) Right of Way Map (NOT SEALED) Development – The Engineer will provide the Right of Way Maps in accordance with the TxDOT Checklist below:
      i) General
         (1) Graphics files will be in Microstation and Word software.
         (2) Photos of proposed ROW staking included.
         (3) Field notes and Parcel Plats are numbered continuous.
         (4) Scale shall be 1”=50’ for 34” x 22” plans and 1”=100” for 11” x 17” plans
      ii) Title Sheet Requirements
         (1) Title and description of project including county, limits, etc.
         (2) Vicinity map with begin and end sta.
         (3) Equations and Exceptions
         (4) Index
         (5) Legend
         (6) Title block completely filled out with Construction and R.O.W. CSJs’
         (7) List all Major Utilities from Station to Station
      iii) Individual Map Sheet Requirements
         (1) Sheet size 34” X 22”
         (2) Text legible when reduced to half-scale.
         (3) Title block completely filled out with R.O.W. CSJ
         (4) Matchlines
         (5) Project layout sheet
      iv) Existing information:

(1) R.O.W. lines
(2) Whole property or whole property inset
(3) Roadways
(4) Survey, county, and city limit lines shown and labeled
(5) Improvements shown and labeled (see below)
(6) Monumentation i.e. P.C., P.T., Break Points
(7) North arrow
(8) Scale
(9) Property lines
(10) Property descriptions i.e., lot, block, tract, subdivision, etc.
(11) Identify existing and proposed access denial locations (if applicable)

v) Proposed information:
(1) Type II Monumentation i.e. P.C., P.T., Break Points and 1500' intervals
(2) Survey and R.O.W. lines
(3) Basis of bearings
(4) Parcel bearings and distances correspond with traverse sheet
(5) Outside ties (P.O.C.) corresponds with field notes
(6) Point of beginning (P.O.B.) established on proposed R.O.W. line
(7) Parcel tied to baseline
(8) Baseline information shown i.e. Stationing, bearings, curve data, etc.
(9) Conveyance information shown in tables i.e. parcel number, grantors name, amount of take, remainder etc.
(10) Math checked on remainder

vi) Improvements:

vii) Improvements bisected or within 25' of proposed R.O.W. line are shown on map with stationing and distance from proposed R.O.W. line. Buildings are labeled and dimensioned.

viii) Off-premise outdoor advertising signs within proposed R.O.W. are shown and labeled.

ix) Utilities:
(1) All utilities within or crossing existing and proposed right of way are shown and labeled as to size, easement or fee width, and recording data of instrument.
(2) Location of underground storage tanks and/or filler caps are shown and labeled

2) Parcel Plats/Metes and Bounds
a) Heading
b) County
c) Highway
d) Parcel number
e) R.O.W. CSJ
f) Construction CSJ
g) General Description or "preamble"
h) Area of parcel to be acquired is shown in acreage (0.000) for rural land and/or square feet (to nearest whole sq. ft.) for urban land or smaller parcels
i) Parent tract data is shown:
i) Size of parent tract
ii) Survey data or lot, block, and subdivision
iii) Name of last recorded seller and buyer
iv) Date, volume and page or document number of last recorded conveyance
v) Records and county of last recorded conveyance
j) Beginning Description
i) Point of commencement is on outside tie and is described accurately by bearings and distances as it leads to the point of beginning.
ii) Point of beginning is on proposed R.O.W. line
k) Particular Description
i) Traverse calls are clockwise sequence
ii) Bearings and distances correspond exactly with map, parcel sketch, and traverse sheet

iii) Bearings are to nearest whole second and distances are to the nearest one-hundredth of a foot
iv) Calls are numbered
v) Denial of access shall be described from beginning to end (if applicable)

l) Closing Description
i) Last call leads back to P.O.B.
ii) Restates area of parcel
iii) Establishes taking in existing road R.O.W. if applicable
iv) Legal description is referenced to Plat
v) Sealed and signed
vi) Include an access clause whether access is permitted or denied (if applicable)
vii) Shows P.O.B. and P.O.C.
viii) All data corresponds exactly with Map and Field Notes
ix) Sheet size is no larger than 81/2" x 11"
x) Plat closely matches example provided
xi) Plat referenced to legal description
xii) Sealed and signed
xiii) Include an access clause whether access is permitted or denied (if applicable)

m) Traverse Sheet
i) Computations show area to be acquired in sq. ft. or acres, whichever is applicable
ii) Computations show area that is existing road R.O.W. if applicable
iii) Traverse calls are in clockwise sequence
iv) Error of closure meets the following:
(1) Secondary rural .0003
(2) Primary rural - secondary urban .0002
(3) Urban or industrial .00013

3) Utility Coordination
a) The Engineer shall meet with Utility providers periodically to coordinate the work efforts and resolve any utility related problems. The Engineer shall prepare the minutes for these meetings and forwarded to the County. The Engineer shall address the following issues and any other items deemed necessary during the Utility Coordination meetings:
i) Activities completed since last meeting
ii) Problems encountered.
iii) Late activities.
iv) Activities required by the next progress meeting.
v) Solutions for unresolved and/or anticipated problems.
vi) Information or items required from other agencies/consultants.

b) If a reimbursable utility relocation exists, the Engineer shall request conveyance documents from the utility provider.
c) The Engineer shall notify the Utility companies in writing and request the following information in writing:
i) Project letting date and request they relocate prior to letting.
ii) Develop their relocation plan according to Utility Accommodation Policy Manual.
iii) Forward their relocation plan to the Engineer.
iv) Request in writing when relocation of utilities will be complete.
v) Upon immediate completion of relocation, request they forward as-built plans to the County.

d) The Engineer shall develop the typical sections, alignment, and preliminary cross sections addressing the utility location and shall forward these to the respective utility company.
e) The Engineer shall update all files and plans based on the utility company responses.
f) The Engineer shall identify all utility conflicts on the plans and prepare layouts and profiles of existing utility crossings showing conflicts of utilities with proposed improvements. The Engineer shall forward these layouts to the County and the utility companies. During design process, the Engineer shall field verify all visible utility conflicts.
g) The Engineer shall verify the proposed relocation plan submitted by the Utility companies to assure their design is according to Utility Accommodation Policy Manual. Upon the Engineer's review and concurrence with the proposed relocation plan, they shall forward their recommendation for approval to the State.

SUPPLEMENTAL AGREEMENT NO. 3
ATTACHMENT "D"
MILE 6W

WORK DELETED BY WA1-SA3

DESCRIPTION	FEE
PS&E	$ 865,355.49
UNUSED FEE FROM WA1	
RIGHT OF WAY	$ 272,250.00
FEE REMAINING IN WA1	$ 1,137,605.49

WORK ADDED/MODIFIED BY WA1-SA3

RIGHT OF WAY STRIP MAP - 237 PARCELS	$ 404,000.00
237 PARCELS-METES AND BOUNDS	$ 451,000.00
PROJECT MANAGEMENT	$ 60,000.00
UTILITY COORDINATION	$ 222,605.49
TOTAL ADDED/MODIFIED FEE	$ 1,137,605.49

ADDITIONAL FEE ADDED BY WA1-SA3 **$0.00**

Zimbra **evangelina.garcia@co.hidalgo.tx.us**

Agenda Item Request - Supplemental Agreement WA #1 Tedsi - Mile 6W

From : Katia Garcia <katia.garcia@co.hidalgo.tx.us> Tue, Jun 09, 2015 03:02 PM

Subject : Agenda Item Request - Supplemental Agreement WA #1 Tedsi - Mile 6W 1 attachment

To : Evangelina Garcia <evangelina.garcia@co.hidalgo.tx.us>

Cc : Marcie Jackson <marcie.jackson@co.hidalgo.tx.us>

Good Afternoon Ms. Vangie,

Attached please find Supplemental Agreement No.3 for Mile 6 W. Road Project. We would like to request for it to be placed for Commissioner's Court approval on the next regularly scheduled meeting of 6/23/15.

Acct# 5-1315-431-00-121-039-0-721

*please note the lump sum fee proposal cost for services under this Supplemental Agreement is $0.00 but I'm still providing the acct# in case we need to reference it. The only change is on the services provided by the engineer (adding/deleting).

Thank you in advance for your assistance in this matter,

--

Katia Garcia
Executive Assistant

1902 Joe Stephens Ave Ste. 101
Weslaco, Tx 78599
956-968-8733 ext. 1022
www.co.hidalgo.tx.us/pct1

Supplement Agreement No. 3 to Work Authorization No. 1-1.pdf
43 KB

AI-50201 **Purchasing Department** **22. C. 1.**

CC - REGULAR

Meeting Date: 06/23/2015

Submitted For: Marty Salazar, PURCHASING DEPT.

Submitted By: Rocio Villarreal, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

A. Requesting approval of an Interlocal Cooperation Agreement [ILA] between the County of Hidalgo, City of Mission, and City of McAllen, in connection with certain Phase II improvements to Taylor Rd. From US 83 Expressway North to Mile 2 N;

B. In accordance with Section 791.010 of the Texas Government Code, requesting approval of the Interlocal Cooperation Agreement [ILA] project regarding certain Phase II Improvements to Taylor Rd. From US 83 Expressway North to Mile 2 N.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2015 **ACCT. #:** 5-1345-431-00-123-108-0-841

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

BUDGETARY IMPACT:

Total available funds for Certificate of Obligation 2014 $7,334,062.31

Attachments

Agreement

Legal Review

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	06/19/2015 12:39 PM
Budget & Management	Veronica Ortiz	06/19/2015 02:03 PM
Auditor's Office	Monica Badillo	06/19/2015 05:55 PM
Form Started By: Rocio Villarreal		Started On: 06/18/2015 04:06 PM
Final Approval Date: 06/19/2015		

STATE OF TEXAS §
§
COUNTY OF HIDALGO §

INTERLOCAL COOPERATION AGREEMENT BETWEEN THE CITY OF MISSION, CITY OF MCALLEN, AND HIDALGO COUNTY, TEXAS CONCERNING CERTAIN PHASE II IMPROVEMENTS TO TAYLOR RD. FROM US83 EXPRESSWAY NORTH TO MILE 2 N.

THIS agreement is made on this _____ day of _____, 2015 by and among the CITY OF MISSION,TEXAS, hereinafter referred to as "MISSION", the CITY OF MCALLEN, TEXAS, hereinafter referred to as "MCALLEN", 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, both MISSION and MCALLEN are home rule municipalities located in Hidalgo County, Texas;

WHEREAS, both MISSION and MCALLEN are cities created under the laws of Texas;

WHEREAS, the COUNTY is a county in the State of Texas;

WHEREAS, Taylor Road from US 83 Expressway North to Mile 2 N, which traverses within the jurisdictions of MISSION and MCALLEN and is a vital North-South road within the COUNTY that is an interconnecting link to the COUNTY roadway system and is in need of expansion to a four lane roadway facility; (the "Road");

WHEREAS, The Hidalgo County Metropolitan Planning Organization (HCMPO) approved their out of cycle highway Transportation Improvement Plan (TIP) and Metropolitan Transportation Plan (MTP) Amendments revising the previously approved limits "From US 83 Expressway North to 1300 – FT. North of Dove" into two (2) Projects, Section #1 Taylor Road: From US 83 to Bus 83 and Section #2 Taylor Road: From Bus 83 to Mile 2 N" and authorized Category 7 Federal Funds to be allocated towards construction, ROW and compensable utilities, as well as construction engineering costs of Section #1 and Section #2 of Taylor Road;

WHEREAS, MISSION, MCALLEN, and COUNTY agree with dividing the Taylor Road Project into Two (2) Project Sections and revising the Project limits;

WHEREAS, MISSION, will continue to be the fiduciary agent for these two (2) projects and assume the role of project development lead;

WHEREAS, MISSION desires to complete Phase II of the project development for Section # 1 and Section #2, which includes Field Surveys, Right-of-Way Map, Plans, Specifications and Estimate (PS&E);

WHEREAS, the total Phase II projects development cost will be $2,515,771.61 for both Section #1 and Section #2 of which MISSION will contribute $838,590.53;

WHEREAS, MCALLEN desires to cooperate by contributing a fixed lump sum amount of $838,590.54 to MISSION toward the development of the Phase II for both Section #1 and Section #2 of the projects;

WHEREAS, COUNTY desires to cooperate by contributing a fixed lump sum amount of $838,590.54 to MISSION toward the development of the Phase II for both Section #1 and Section #2 of the projects;

WHEREAS, MISSION, MCALLEN and COUNTY are authorized to enter into this Agreement pursuant to the Interlocal Cooperation Act, Texas Government 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

NOW, THEREFORE, MISSION, MCALLEN and COUNTY, in consideration of the mutual covenants expressed hereinafter, agree as follows:

1. MISSION agrees to complete Phase II for both Section #1 and Section #2 of the project development, which includes the Field Surveys, Right-of-Way Map, Plans, Specifications and Estimate (PS&E) for this project more particularly described in that portion of Exhibit A attached hereto and made a part hereof for all purposes that relates to said Phase II.

2. The Road at various points passes through the jurisdiction of MISSION and MCALLEN and forms a connecting link or integral part of the regional transportation system of the COUNTY roads.

3. The previously approved limits "From US 83 Expressway North to 1300 – FT. North of Dove" is revised into two (2) Projects, Section #1 Taylor Road: From US 83 to Bus 83 and Section #2 Taylor Road: From Bus 83 to Mile 2 N"

4. The total Phase II for both Section #1 and Section #2 project development cost will be $2,515,771.61 of which MISSION will contribute $838,590.53.

5. MCALLEN agrees to contribute a fixed lump sum amount of $838,590.54 to MISSION toward the development of the Phase II for both Sections #1 and #2 of the project, payable by MCALLEN to MISSION at time of execution of this Agreement.

6. COUNTY agrees to contribute a fixed lump sum amount of $838,590.54 to MISSION toward the development of the Phase II for both Sections #1 and #2 of the project, payable by COUNTY to MISSION at time of execution of this Agreement.

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

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

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 of 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 agreement or representative) and representation or agreement in connection with this Agreement not specifically set forth herein. This Agreement may be modified or amended only by agreement in writing executed by Mission, McAllen and County, and not otherwise.

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

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

If to Mission: City of Mission
Attention: Norberto "Beto" Salinas, Mayor
1201 E. 8th St.
Mission, Texas 78572

If to McAllen: City of McAllen
Attention: Jim Darling, Mayor
1300 Houston Avenue
McAllen, Texas 78501

If to County: Hidalgo County, Texas
Attn: Honorable Ramon Garcia, Hidalgo County Judge
P. O. Box 758
Edinburg, Texas 78540-0758

Copies to: Eduardo "Eddie" Cantu, Commissioner, Precinct No. 2
300 W Hallacres Ste G
Pharr, Texas 78577

Joe M. Flores, Commissioner, Precinct No. 3
724 North Breyfogle
Mission, Texas 78574

12. 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 the convenience reference and shall not be deemed to affect the meaning or interpretation of any provision of paragraph hereof.

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

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

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

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

21. Following completion of construction of the Road each party hereto shall maintain the road within their respective jurisdictions where applicable.

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

CITY OF MISSION

By: _____
Norberto "Beto" Salinas, Mayor

ATTEST:

_____
City Secretary

CITY OF MCALLEN

By: _____
Jim Darling, Mayor

ATTEST:

_____
City Secretary

COUNTY OF HIDALGO

By: _____
Ramon Garcia, County Judge

ATTEST:

_____
County Clerk

APPROVED AS TO FORM:
Jones, Galligan, Key & Lozano, L.L.P.

By: _____
Robert L. Galligan
Mission Interim City Attorney

APPROVED AS TO FORM:

By: _____
Kevin D. Pagan
McAllen City Attorney

APPROVED AS TO FORM:
Atlas, Hall & Rodriguez, L.L.P.

By: _____
Stephen L. Crain

STATE OF TEXAS §
§
COUNTY OF HIDALGO §

APPROVAL OF
INTERLOCAL COOPERATION AGREEMENT
PROJECT

In accordance with Texas Government Code §791.014, Hidalgo County, Texas, acting by and through the Hidalgo County Commissioners Court, has been advised of a proposed project regarding certain Phase II road improvements to Taylor Rd. from US83 Expressway to Mile 2 North (the "Road"), a section which is in part within the city limits of said cities and in part within County jurisdiction through an Interlocal Cooperation Agreement to be entered into with the City of Mission, City of McAllen, Texas, and Hidalgo County.

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, L.L.P.

By: _____
Stephen L. Crain

EXHIBIT "A"
TAYLOR ROAD PROJECT
ESTIMATED PRELIMINARY PROJECT FACT SHEET COSTS

ROADWAY PROJECT:	TAYLOR ROAD
LIMITS: (SECTION 1)	from US83 Expressway N to Business 83
LIMITS: (SECTION 2)	from Business 83 to Mile 2 North
LIMITS: (SECTION 3)	from Mile 2 North to 1300 Ft North of Dove Street
EXISTING ROADWAY SECTION:	40-ft Rural
EXISTING ROW WIDTH:	65' to 100' Varies
PROPOSED ROADWAY SECTION:	4-lane divided urban
PROPOSED ROW WIDTH: SECTION 1,2&3	80-FT
ESTIMATED CONSTRUCTION COST: (SECTION 1)(ROADWAY ONLY)	$4,500,000.00
ESTIMATED CONSTRUCTION COST: (SECTION 2) (ROADWAY ONLY)	$8,865,000.00
ESTIMATED CONSTRUCTION COST: (3-8X8 IRRIGATION SIPHON AND 48" BYPASS) (SECTION 2)	$800,000.00
ESTIMATED CONSTRUCTION COST WIDENING THE EXISTING BRIDGE: (SECTION 2)	$650,000.00
LENGTH FOR 4-LANE ROADWAY: (SECTION 1)	1.06 Miles
LENGTH FOR 4-LANE ROADWAY: (SECTION 2)	1.97 Miles

ESTIMATED PROJECT COSTS	ESTIMATED % LOCAL COST	TOTAL ESTIMATED PROJECT COST	ESTIMATED LOCAL COST
WORK AUTHORIZATION NO. 1 for Entire Length of SECTION 1,2 & 3 (NOTE: Section 3 removed in Second Public Mtg -See Attached Map)			
PHASE I - EA, PUBLIC INVOLVEMENT & SCHEMATIC DESIGN	100%	$ 178,900.00	$ 178,900.00
Environmental Document with TxDOT	100%	$ 57,600.00	$ 57,600.00
Public Involvement for the project with stakeholders and 1 Public Meeting	100%	$ 65,000.00	$ 65,000.00
Archeological and Historical Research	100%	$ 31,500.00	$ 31,500.00
Engineering Technical Support at Public Mtgs with Layouts etc	100%	$ 344,062.50	$ 344,062.50
Schematic for Roadway	100%	$ 84,000.00	$ 84,000.00
Hydrological Map for 3 Outfall Drain Ditches outfalls & capacities AND BRIDGE HYDRAULICS	100%	$ 93,837.50	$ 93,837.50
Schematic Design for 3-8X8 Siphon with 48" Steel Pipe Bypass for Irrig Distrct	100%	$ 90,000.00	$ 90,000.00
Bridge Layout for approval by TxDOT(Bridge Division), HSDD#21 Approval	100%	$ 55,000.00	$ 55,000.00
Estimated Environmental Document Review Changes by TxDOT	100%	$ 42,000.00	$ 42,000.00
Office Surveys for Schematic (Right-of-Ownership Identification and Property Rights)	100%	$ 54,000.00	$ 54,000.00
Preliminary Right-of-Way plans identification on Schematic	100%	$ 30,000.00	$ 30,000.00
Update Schematic based on comments as provide by TxDOT/FHWA for schematic and EA update w/ FHWA	100%	$ 22,500.00	$ 22,500.00
Engineering Technical Support at Public Hearing with Layouts etc	100%	$ 21,600.00	$ 21,600.00
Public Involvement for 1 Public Hearing		$ 1,170,000.00	$ 1,170,000.00
SUB-TOTAL			
WORK AUTH. NO. 2 (FOR SECTION 1 & 2 ONLY) (See Location Map)			
PHASE II - ROW Map, Surveys, PS&E (SECTION 1)	100%	$ 167,200.00	$ 167,200.00
Complete ROW Map (Estimated 44 Parcels)	100%	$ 57,600.00	$ 57,600.00
Field Surveys for Design and Construction	100%	$ 315,000.00	$ 315,000.00
PS&E Development Roadway (7% Engineering Fee)	100%	$ 17,295.12	$ 17,295.12
Permanent and Temporary Signal Designs	100%	$ 66,000.00	$ 66,000.00
Engineering Fee to Create 1 set of Plans and Submit through TxDOT	100%	$ 100,800.00	$ 100,800.00
Permitted Utilities Coordination to adjust	100%	$ 54,000.00	$ 54,000.00
Preliminary Engineering Direct State Costs for State Review and Oversight (Est. 1.2% of Construction)		$ 777,895.12	$ 777,895.12
SUB-TOTAL (SECTION 1)			
PHASE II - ROW Map, Surveys, PS&E (SECTION 2)	100%	$ 307,800.00	$ 307,800.00
Complete ROW Map (Estimated 81 Parcels)	100%	$ 84,000.00	$ 84,000.00
Field Surveys for Design and Construction	100%	$ 620,550.00	$ 620,550.00
PS&E Development Roadway (7% Engineering Fee)	100%	$ 43,746.49	$ 43,746.49
Permanent and Temporary Signal Designs	100%	$ 108,000.00	$ 108,000.00
PS&E Design for Bridge Widening	100%	$ 60,000.00	$ 60,000.00
Geotechnical Soil information and Scour Report for Bridge Widening for TXDOT	100%	$ 180,000.00	$ 180,000.00
PS&E Development for Irrigation Siphon and Irrigation Bypass	100%	$ 66,000.00	$ 66,000.00
Engineering Fee to Create 1 set of Plans and Submit through TxDOT	100%	$ -	$ -
PS&E Development for OUTFALL	100%	$ 144,000.00	$ 144,000.00
Permitted Utilities Coordination to adjust	100%	$ 123,780.00	$ 123,780.00
Preliminary Engineering Direct State Costs for State Review and Oversight (Est. 1.2% of Construction)		$ 1,737,876.49	$ 1,737,876.49
SUB-TOTAL (SECTION 2)			
SUB-TOTAL (SECTION 1 & 2)		$ 2,515,771.61	$ 2,515,771.61
WORK AUTH. NO. 3 (FOR SECTION 1 & 2 ONLY) (See Location Map) PRELIMINARY ESTIMATE			
PHASE III - ROW Acquisition and Construction Oversight (SECTION 1)	100%	$ 607,200.00	$ 607,200.00
Right-of-Way Costs - Acq Services @ (est. 44 Parcels)	100%	$ 162,000.00	$ 162,000.00
Estimated Compensable Utility Mgmt for Acq. of Property Rights and Compensate for Utility Adjust(s)	100%	$ 189,000.00	$ 189,000.00
Eng Consultant Construction Management (18 Months)	20%	$ 754,080.00	$ 150,816.00
Estimated Roadway Right-of-Way Costs (ESTIMATED 2.25 Ac @ $8.0/ sq ft)	20%	$ 300,000.00	$ 60,000.00
COMPENSABLE UTILITY COSTS	100%	$ 6,000.00	$ 6,000.00
Right-of-Way State Division Review and Oversight	1%	$ 4,500,000.00	$ 45,000.00
ROADWAY CONSTRUCTION COST	1%	$ 485,000.00	$ 4,850.00
TxDOT/LPA Construction Inspection (11%)		$ 7,043,280.00	$ 1,230,966.00
SUB-TOTAL (SECTION 1)			
PHASE III - ROW Acquisition and Construction Oversight (SECTION 2)	100%	$ 1,117,800.00	$ 1,117,800.00
Right-of-Way Costs - Acq Services @ (est. 31 Parcels)	100%	$ 243,000.00	$ 243,000.00
Estimated Compensable Utility Mgmt for Acq. of Property Rights and Compensate for Utility Adjust(s)	100%	$ 189,000.00	$ 189,000.00
Eng Consultant Construction Management (18 Months)	20%	$ 1,097,712.00	$ 219,542.40
Estimated Roadway Right-of-Way Costs (ESTIMATED 3.6 ac @ $7.0/ sq ft)	20%	$ 300,000.00	$ 60,000.00
COMPENSABLE UTILITY COSTS	100%	$ 10,000.00	$ 10,000.00
Right-of-Way State Division Review and Oversight	1%	$ 10,315,000.00	$ 103,150.00
ROADWAY, IRRIG SIPHON AND BRIDGE WIDENING CONSTRUCTION COST	1%	$ 1,134,650.00	$ 11,346.50
TxDOT/LPA Construction Inspection (11%)		$ 14,407,162.00	$ 1,953,838.90
SUB-TOTAL (SECTION 2)		$ 21,450,442.00	$ 3,184,804.90
SUB-TOTAL (SECTION 1 & 2)		$ 25,136,213.61	$ 6,870,576.51
ESTIMATED TOTAL			

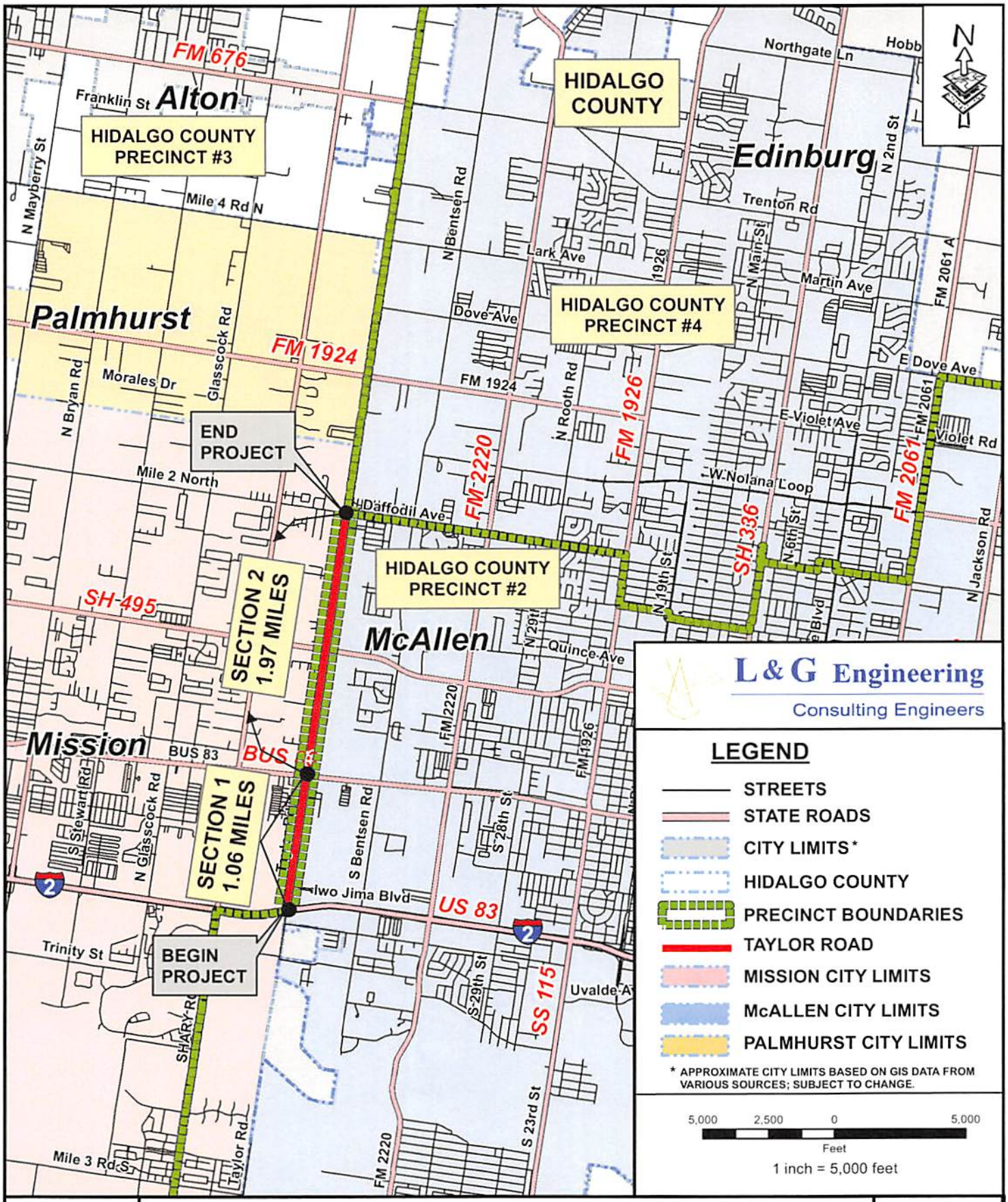
Work Authorization No. 1 (Phase I)	FY 13	$ 1,115,000.00	ISSUED
Work Authorization No. 2 (Phase II- Section 1 & 2)	**FY 15**	**$ 2,337,991.61**	**NOT ISSUED**
Work Authorization No. 3 (Phase III - Section 1 & 2)	FY 16	$ 2,508,000.00	ESTIMATE

TOTAL ESTIMATED COUNTY COST:	$	6,870,576.51
COMBINED TOTAL ESTIMATED PROJECT COST FOR SECTIONS I & II:	$	25,136,213.61
COUNTY COSTS NOT INCLUDED IN WORK AUTHORIZATION(S):	$	909,584.90

27%

Work Auth. No 1- In Progress & Submitted to TXDOT

5/4/2015



TAYLOR RD
LOCATION MAP
FROM I-2 (US 83) TO MILE 2 (DAFFODIL AVE)
PROJECT LENGTH 3.03 MILES

Document Path: G:\EA MAPS\TAYLOR RD\2014\FROM 83 TO MILE 2\TAYLOR RD LOCATION MAP I2 EXP 83 TO MILE 2.mxd

Zimbra **rocio.villarreal@co.hidalgo.tx.us**

RE: ICA - Taylor Rd.

From : Steve Crain <scrain@atlashall.com> Fri, Jun 19, 2015 07:24 AM

Subject : RE: ICA - Taylor Rd.

To : 'Rocio Villarreal' <rocio.villarreal@co.hidalgo.tx.us>

The interlocal is fine.

-----Original Message-----
From: Rocio Villarreal [mailto:rocio.villarreal@co.hidalgo.tx.us]
Sent: Thursday, June 18, 2015 4:57 PM
To: Steve Crain
Subject: Fwd: ICA - Taylor Rd.

Mr. Crain:

Can you please review and approve as to form.

Thank you.

ROCIO VILLARREAL
HIDALGO COUNTY PURCHASING DEPT.
CONTRACTS MANAGER
(956) 318-2626 Work
(956) 292-7000 Ext. 4868 Work
rocio.villarreal@co.hidalgo.tx.us
2812 S. Business Hwy 281
Edinburg, Texas 78539

----- Forwarded Message -----
From: "Norma Ceballos" <norma.ceballos@co.hidalgo.tx.us>
To: "Rocio Villarreal" <rocio.villarreal@co.hidalgo.tx.us>
Sent: Tuesday, June 16, 2015 12:41:47 PM
Subject: ICA - Taylor Rd.

Rocio,

Would you please review and place on CC.

Thanks.

AI-50054 **Purchasing Department** **22. D. 1.**

CC - REGULAR

Meeting Date: 06/23/2015

Submitted For: Marty Salazar, PURCHASING DEPT.

Submitted By: Heidi Ortiz, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

Presentation of responsible vendor submitting the lowest and best bid [detailed in tabulation sheet contained herein] meeting all specifications and/or requirements for the purpose of award and approval of contract for RFB titled: "Hauling Services for Hot Mix" - Precinct 4. Packets requested and sent - 4 / 2 bid responses

BACKGROUND

1. Four [4] packets requested and distributed;
2. Two [2] bids received;

Fiscal Impact

FISCAL YEAR: 2015 **ACCT. #:** 5-1200-431-00-124-007-0-721

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

BUDGETARY IMPACT:

Funds available as of 6/16/15.

Attachments

Agenda Backup Information

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	06/15/2015 03:05 PM
Budget & Management	Veronica Ortiz	06/15/2015 03:24 PM
Glinda Pacheco	Glinda Pacheco	06/16/2015 10:56 AM
Auditor's Office	Monica Badillo	06/19/2015 05:54 PM
Form Started By: Heidi Ortiz		Started On: 06/08/2015 03:43 PM
Final Approval Date: 06/19/2015		

Hidalgo County Purchasing Office

2812 S. Business Highway 281
New Administration Building
Edinburg, Texas 78539
(956) 318-2626/ Fax: (956) 318-2629

MEMORANDUM

TO: Marcos Lopez, Precinct 4

ATTN: Maria Lucio

FROM: Heidi Garcia Ortiz – Buyer III
Hidalgo County Purchasing Department

DATE: May 5, 2015

RE: **Request for Recommendations: Bid No. -2015-156-04-29-HGO**
Hidalgo County - "Hauling Services for Hot Mix"

We have received TWO (2) responses to the above mentioned project. Refer to enclosed copy of the bid tabulation sheet for your review and recommendation/non-recommendation. Please advice if you wish to proceed with this bid to award or do you wish to reject and re-advertise?

We would like to present your recommendation at the next Commissioner's Court Meeting: therefore, we need your response by **May 07, 2015 @ 3:00 p.m. or if possible earlier** Please indicate your recommendation or any concerns on the space provided below and reply to the Purchasing Department via fax to (956) 318-2629 or via email to: **heidi.ortiz@co.hidalgo.tx.us**

☑ **APPROVE** ☐ **DISAPPROVE and/or REJECT**

BUDGET ACCOUNT#: 5-1200-431-00-124-007-0-721

Recommendations/Concerns: Recommendation Ray's Hauling

Should you have any questions or require further information please do not hesitate to call me at 292-7000- ext. 4877. Thanking you in advance for your prompt attention to this matter.

AUTHORIZED SIGNATURE	PRINTED NAME	DEPARTMENT	DATE
	Marcos Lopez	Pct. 4	5-18-15

Enclosures

HIDALGO COUNTY PURCHASING DEPARTMENT
BID TABULATION SHEET

DEPARTMENT NAME: Hidalgo County Precinct No. 4

DESCRIPTION OF BID: Hauling Services for Hot Mix

BID NO.: 2015-156-04-29- HGO | **BUYER: Heidi Garcia Ortiz**

BID OPENING DATE: APRIL 29, 2015 | **TIME: 9:30 A.M.**

Location of Plant Listed vendors are subject to be changed upon contract expiration:		PARTICIPATING VENDOR					
		Roy's Hauling			Southern Star Transport		
DESCRIPTION OF MATERIALS	NAME OF PITS	Total Cost Per Ton	Fuel Costs Percentage Per Ton	Current / Base Fuel Cost	Total Cost Per Ton	Fuel Costs Percentage Per Ton	Current / Base Fuel Cost
HOT MIX -COLD LAID	Frontera Materials Reavis Pit Approx 4 mi N of US 83 on FM2221 La Joya, TX	$10.25	75%	$7.69	$11.80 Full $18.55 Tandum	75%	.85
TYPE D HOT MIX ASPHALT	Frontera Materials Reavis Pit Approx 4 mi N of US 83 on FM2221 La Joya, TX	$10.25	75%	$7.69	$12.20 Full $19.20 Tandum	75%	.85
TYPE D HOT MIX-LIMESTONE	Frontera Materials Reavis Pit Approx 4 mi N of US 83 on FM2221 La Joya, TX	$10.25	75%	$7.69	$12.20 Full $19.20 Tandum	75%	.85

HIDALGO COUNTY PURCHASING DEPARTMENT
PARTICIPATING BIDDER'S LOG
SPECIFICATIONS/BID PACKETS

RFB-RFP-RFQ

BID OPENING DATE: April 29, 2015 **BID OPENING TIME:** 9:30 A.M

DEPARTMENT/BID DESCRIPTION: HIDALGO COUNTY (All Sources, Programs and Entities) "Hauling Services for Hot Mix"

BID NO: 2015-156-04-29-HGO

NAME OF BIDDER: COMPANY/FIRM	BID REQUEST VIA*	SIGNATURE (IF APPLICABLE) OR INITIALS OF STAFF ADDRESSING MAIL OUT	DATE	PHYSICAL ADDRESS CITY-STATE-ZIP PHONE & FAX NO.s
Roy's Hauling, Inc. Kristina Balderas	Em	Heidi Garcia Ortiz	4/13/15	P O Box 1896 – Edinburg, Tx. royshaulinginc@aol.com
Southern Star Transport J. Salinas	Em	Heidi Garcia Ortiz	4/ 20/15	jsalinassst@aol.com
Kimberly Doumit Prime Vendor	Em	Heidi Garcia Ortiz	4/21/15	Bids20@prime-vendor.com
Baldemar Balderas Balde's Land Development	Em	Heidi Garcia Ortiz	4/23/15	bb@balde.com

*VIA:
IN PERSON (IP)
TELEPHONE REQUEST (TR)
BIDDER LIST MAIL OUT (BLM)
E-MAIL (EM)

THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

SERVICE CONTRACT
C-15-156-06-23

THIS CONTRACT is made and entered into this 23rd day of June, 2015 by and between the **County of Hidalgo, Texas** ("County"), and Roy's Hauling Service, Inc. ("Company").

WHEREAS, Company responded to request for bids for the "Hauling Services for Hot Mix" (the "Services"); and

WHEREAS, Company submitted a bid to provide services in accordance with the specifications as bid, a copy of Request for Bid (RFB) Procurement Packet being attached hereto as Exhibits "A" (the "RFB") and Exhibit "B" respectively, and incorporated herein for all purposes (the "Bid Page"); and

WHEREAS, in recognition of and in consideration of Company's agreement to perform the Services in accordance with RFB Packet, the Commissioners Court of County awarded the bid to Company.

NOW, THEREFORE, in mutual consideration of the foregoing and the further consideration of the following, the parties hereto agree as follows:

1. County and Company hereby agrees that this Contract is entered into in order to provide the Services to **Hidalgo County**. This Contract does not extend to any third parties any duties or benefits conferred in any manner hereunder or otherwise.

2. Company hereby promises and agrees to render and provide, during the term of this Contract, and shall be obligated to render and provide the Services in accordance with the RFB Packet within **Hidalgo County** following a request for Services by the **County** or its designated agent. Company agrees in performing the Services that it will use proper professional

standards, comply with any and all appropriate laws and regulations in providing the Services, and devote such time as is necessary to safely and efficiently provide the Services.

3. This Contract shall be for a period of one (1) year , **(on an as needed basis),** commencing on June 23, 2015 and expiring on June 22, 2016 and may be extended at the sole discretion of the County for an additional one (1) year term under the same rates, terms and conditions. Hidalgo County also reserves the right to continue this sealed bid for an additional sixty (60) day grace period at the end of the contract term for unforeseen delay of award for the next term and contingent upon cost remaining unchanged.

4. As a condition of this Contract, Company shall hold and maintain throughout the term of this Contract all licenses and permits required, or which may be required by any authority during the term hereof to provide the Services.

5. All trucks or vehicles operated by the Company to perform the Services shall contain all equipment required by any authority to operate on streets and roads and all persons in the employ of Company who operate such trucks or vehicles shall have the required licenses, qualifications, skill and expertise to perform such Services and shall comply with all laws, rules and regulations prescribed by any agency or authority having jurisdiction with regard to the operation of such trucks or vehicles in providing the Services.

6. As consideration for rendering the Service provided for in this Contract, the County agrees to pay Company the amounts specified in Exhibit "B" attached hereto payable against written invoice submitted by Company.

7. Company shall provide insurance in force on all its vehicles and all persons connected with providing services under this Contract naming County as an additional insured (with the coverages and in the amounts described on Exhibit "C" attached hereto and

incorporated herein at this point for all purposes), and shall furnish to County certificates of such insurance coverage.

8. Company shall provide a sufficient number of trucks, vehicles, personnel and equipment available to safely and efficiently provide the Services.

9. Company shall indemnify and hold harmless County, its elected officials, employees and agents from any and all claims, damages, losses, and expenses including attorney's fees for the defense of any action against County arising out of, resulting from, or connected with the provision of the Service by Company under this Contract. Said indemnity shall cover any act or failure to act by the Company, its agents or employees.

10. This Contract shall not be assignable in whole or in part by either party without prior written consent of the other party.

11. It is expressly agreed that this Contract and the performance by the parties hereunder does not create any agency relationship or master-servant relationship that County has no supervision of the performance of the Services provided by Company, and that Company is an independent contractor under this Contract.

12. Any notice required or permitted to be given hereunder shall be in writing and shall be delivered personally or sent by certified mail, postage prepaid, as set forth below:

If to County: **The County of Hidalgo**
Attn: County Judge
100 E. Cano
Edinburg, Texas 78539

If to Company: **Roy's Hauling Service, Inc.**
P O Box 1896
Edinburg, Texas 78540

13. In case any one or more of the provisions contained in this Agreement shall for

any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

14. This Agreement may be terminated by County without cause upon thirty (30) days written notice.

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

16. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas and shall be performable in Hidalgo County.

17. **Commitment of Current Revenues Only.** In the event that, during any term hereof, the Commissioners Court does not appropriate sufficient funds to meet the obligations of Buyer under this Agreement, Buyer may terminate this Agreement upon ninety (90) days written notice to Seller. Buyer agrees, however, to use reasonable efforts to secure funds necessary for the continued performance of this Agreement. The parties intend this provision to be a continuing right to terminate this Agreement at the expiration of each budget period of Buyer pursuant to the provisions of Tex. Loc. Govt. Code Ann. ' 271.903 (Vernon Supp. 1996).

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

19. **Immunities.** Nothing in this Agreement is intended to and County does not hereby waive, release or relinquish any right to assert any of the defenses County enjoys by virtue of the state or federal constitution, laws, rules or regulations, and any sovereign, official or qualified immunity available to County as to any claim or action of any person, entity, or individual against County.

WITNESS our hands in duplicate originals this _____ day of_____, 2015.

COUNTY OF HIDALGO

_____
Ramon Garcia, County Judge

ATTEST:

_____
Arturo Guajardo Jr., County Clerk

Company:_____

By:_____

Printed Name:_____

Title:_____

Approved By Commissioners Court On: _____

APPROVED AS TO FORM:
Atlas & Hall L.L.P.

_____
Stephen L. Crain

EXHIBIT "A"

REQUEST FOR BID (RFB) PROCUREMENT PACKET

Hidalgo County Purchasing Department
New Administration Building
2812 S. Business Highway 281
Edinburg, Texas 78539
(956) 318-2626/ Fax: (956) 318-2629

April 13, 2015

Participant's name

Address

City

State, Zip Code

Re: ***HIDALGO COUNTY – PRECINCT 4***
"HAULING SERVICES FOR HOT MIX"
RFB No*: 2015-156-04-29-HGO*

Dear Participant(s):

Enclosed please find a Request for Bids (RFB) packet for your review and consideration.

Hidalgo County Purchasing Department welcomes and appreciates your participation in the RFB process.

If any further assistance is required, please do not hesitate to call the Purchasing Department 956/318-2626.

Sincerely,

Martha L. Salazar, CPPB, Purchasing Agent

Enclosures

Hidalgo County Purchasing Department
2812 S. Business Highway 281
Edinburg, Texas 78539
(956) 318-2626/ Fax: (956) 318-2629

REQUEST FOR BIDS (RFB)

Hidalgo County – Precinct 4

"Hauling Services for Hot Mix"

RFB NO: 2015-156-04-29-HGO

Table of Contents

Item	Description	No. of Pages
1.	**Request for Bid Letter**	**1**
2.	**Request for Bid, Legal Notice**	**9**
3.	**Exhibit "A"- Specifications/Requirements**	**4**
4.	**Exhibit "B"- Bid Page**	**4**
5.	**Exhibit "C"- Insurance Requirements**	**4**
6.	**Exhibit "D"- CIQ Conflict of Interest Questionnaire**	**1**
7.	**Vendor/Bidder Application and W-9 form**	**6**
8.	**Certification Regarding Debarment**	**1**
9.	**Draft Service Contract**	**8**

The above mentioned items shall be found in the Request for Bid (RFB) packet that is attached herewith. Should you find that any of the items are not attached in its entirety please contact Purchasing by calling (956) 318-2626 or via email to heidi.ortiz@co.hidalgo.tx.us, and advise of missing documentation.

Thank you.

Martha L Salazar
Martha L. Salazar, CPPB, Purchasing Agent

April 13, 2015
Date

Bid No: 2015-156-04-29-HGO	Buyer: Heidi Garcia Ortiz	Tel. No: (956) 318-2626 ext. 4877

REQUEST FOR BIDS

HIDALGO COUNTY

PRECINCT 4

"HAULING SERVICES FOR HOT MIX"

BID OPENING DATE:

APRIL 29, 2015

Contact Person:

Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
2812 So. Business 281 - New Administration Building
Edinburg, Texas 78539

956 318-2626

Form HCPD-03

1. Sealed bids will be received for **HIDALGO COUNTY – PRECINCT 4 – "HAULING SERVICES FOR HOT MIX"** in accordance with the specifications attached as Exhibit "A" hereto. Bids should address all specifications set forth. Bidders may suggest substitutions of features which they feel would be in the best interest of Hidalgo County ("County"). Strong rationale must be presented for any deviation from the specifications. Hidalgo County reserves the right to reject the deviation and its effect on the overall bid.

2. One (1) original and Three (3) copies of all bids are required with the bidders name and return address clearly typed/printed on upper left hand corner and the proper notation clearly typed/printed on the lower left hand corner of the envelope and/or package: **BID-2015-156-04-29-HGO HIDALGO COUNTY PRECINCT 4 - "HAULING SERVICES FOR HOT MIX"** and in County's Purchasing Department, 2812 So. Business 281, New Administration Building, Edinburg, Texas, **on or before 9:30 a.m., WEDNESDAY, APRIL 29, 2015. NO FACSIMILES OR LATE ARRIVALS WILL BE ACCEPTED. ANY RFB RECEIVED AFTER THAT TIME WILL NOT BE OPENED AND WILL BE RETURNED. OVERNIGHT MAIL MUST ALSO BE PROPERLY LABELED ON THE OUTSIDE OF EXPRESS ENVELOPE OR PACKAGE WITH REFERENCE TO REQUEST FOR BIDS-2015-156-04-29-HGO RFB-HIDALGO COUNTY PRECINCT 4 – "HAULING SERVICES FOR HOT MIX"** Hidalgo County reserves the right to refuse and reject any/all RFB and to waive any/all formalities or technicalities, or to accept the RFB considered the best and most advantageous to Hidalgo County.

3. Hidalgo County reserves the right to: A. separate and accept, or eliminate any item(s) listed under this bid that it deems necessary to accommodate budgetary and/or operational requirements; B. reject any or all bids submitted and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best bid for approval; and C. award the bid to one bidder or to multiple bidders if the County determines it is in its best interest to do so."

4. The Bidder shall not substitute items named in the bid without the express written consent of Hidalgo County. Failure of the delivered item(s) to perform as specified, or failure to meet the stated delivery schedule shall release Hidalgo County from all obligations to the contracting party with regard to the item(s) in question. In such event, County may elect to award the contract to the next-lowest responsible bidder, or to reject all bids and re-advertise.

5. For work to be performed at a County owned or operated location, each bidder shall, in its sole discretion, visit the job site before preparing the bid and thoroughly familiarize himself/herself with existing conditions. Bidder should take field dimensions and note all circumstances which affect the dollar amount of the bid.

6. Descriptive specifications are referenced in this document to indicate the general kind

and quality of equipment desired by Hidalgo County. Due to various styles and models of equipment, bidders are required to include illustrations, specifications, explanation of warranties, and service data with their bid including catalogue numbers and any necessary references.

7. No bid may be withdrawn within thirty (30) days from the scheduled time to open bids.

8. Proposed prices are to remain firm for a minimum of ninety (90) days after bid opening.

9. Any interpretations, amendments, corrections or changes to this bid document must be in a written addendum and signed by the County Judge or his designee. Addenda will be mailed to all who are known to have received a copy of the Request for Bids. Bidders shall acknowledge receipt of all addenda as a part of their bid.

10. County reserves the right to accept or reject any or all bids.

11. Costs are to be net F.O.B., County Prepaid.

12. County is exempt from Federal Excise Tax, State Tax and Local Tax. DO NOT include tax in cost figure. If it is determined that tax was included in the cost figures it will not be included in the tabulation of any awards. Tax exemption certificates will be furnished upon request.

13. Funds for this procurement have been provided through the County budget for this fiscal year only. County, on an annual basis, has the right to reconsider a contract during the budget process for ensuing years if financial resources of County are insufficient to meet the liabilities of said contract. The award of a bid or contract hereunder will not be construed to create a debt of the County which is payable out of funds beyond the current fiscal year.

14. Upon award and prior to execution of a contract, Sole Proprietorships are required to submit a copy of their social security cards to the Hidalgo County Auditor's Office in order to establish an account with the County. All awarded vendors must submit a completed W-9 and a copy o their Federal ID Number Certificate.

15. DELIVERY INSTRUCTIONS:

- No deliveries accepted after 3:00 P.M., Monday-Friday.
- At least seventy two (72) hours prior notice of delivery must be given to Martha L. Salazar, Purchasing Agent before delivery will be accepted.
- If you need additional information call the office listed below:

Hidalgo County Purchasing Department

Martha L. Salazar, Purchasing Agent
(956) 318-2626

16. BILLING AND PAYMENT INSTRUCTIONS:

. Invoices must include:

a) Name and address of successful bidder
b) Name and address of receiving department or official
c) Purchase Order Number (if any)
d) Notation - **HIDALGO COUNTY PRECINCT 4 - "Hauling Services for Hot Mix"** Descriptive information as to the items or services delivered, including product code, item number, quantity, etc.
e) Contract number must be indicated.

. Discount payments will be considered when offered.

. Contact person for Billing and Payment questions:

Hidalgo County Auditor's Office
Ray Eufracio, Auditor
2808 South Business Hwy 281
Edinburg, Texas 78539
ATTN.: Accounts Payable (956) 318-2511

17. Schedule of Events

Bid Opening, 9:30 AM	**APRIL 29, 2015**
Award of Contract	_____, 2015
Commence Work or Deliver Products	_____, 2015

18. Bid or Performance Bond and Debarment Certification; Payment Under Contract:

. If the contract proposed is for the construction of public works or is for a contract for goods & services exceeding $100,000, all bidders shall furnish a good and sufficient bid bond in the amount of five percent of the total contract price. A bid bond must be executed with a surety company authorized to do business in Texas. All bidders are also required to furnish a certification or acknowledgment stating that the contractor or vendor is free from suspension or debarment pursuant to federal regulation 45CFR Part 76.

. Together with the signing of a contract or issuance of a purchase order following the acceptance of a bid, and prior to commencement of the actual work, the bidder shall furnish a performance bond to the County for the full amount of the contract, if that contract exceeds $50,000.

. If the contract is for $50,000 or less, no money will be paid to the contractor until completion and acceptance of the work or the fulfillment of the purchase obligation to the County, and, if applicable, the receipt by County of satisfactory evidence that all subcontractors and material men have been paid.

. If a contract is for the construction, alteration or repair of public buildings or public works, the contractor *shall* provide a payment bond for a contract in excess of Twenty Five Thousand Dollars ($25,000.00), as required by Tex. Govt. Code Ch. 2253.

. For requirements contracts, bond requirements are determined by applying the proposed unit price to the estimated quantities included in the specifications.

19. Ethical Standards:

. It shall be a breach of ethics to offer, give or agree to give any elected official, department head or employee, or former elected official, department head or employee, of the County, or for any elected official, department head or employee or former elected official, department head or employee of the County, to solicit, demand, accept or agree to accept from another person, entity or organization, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation or any part of a program requirement or purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefore pending before any department or agency of the County.

. It shall be a breach of ethics for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor for any contract for the County, or any person associated therewith, as an inducement for the award of a subcontract or order.

. No public official shall have an interest in a contract awarded hereunder except in accordance with Tex. Loc. Govt. Code Chapter 171.

20. Disclosure of Conflict of Interest

. Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that any vendor, person, consultant or contractor considering doing business with Hidalgo County ("the County") to disclose in the Conflict of

Interest Questionnaire (the "CIQ") attached as Exhibit D, the vendor, person, consultant or contractor's affiliation or business relationship that might cause a conflict of interest with the County. By law, the CIQ must be filed with the Hidalgo County Clerk's Office no later than the seventh business day after the date the person becomes aware of facts that require that statement to be filed. The disclosure requirement applies to a person or business that contracts or seeks to contract with Hidalgo County for the sale or purchase of property, goods or service. Any purchase order or contract resulting from this process shall be considered null and void if the successful bidder fails to comply with Texas Local Government Code Chapter 176. Vendors, consultants, contractors and others who desire to conduct business with Hidalgo County are encouraged to refer to Texas Local Government Code Chapter 176 for the details of this law. An offense under Texas Local Government Code Chapter 176 is a Class C Misdemeanor.

Please Submit completed CIQ forms to the Hidalgo County Clerk's Office located at 100 N. Closner , Edinburg, Texas 78539-Hidalgo County Courthouse
COMPLETION AND SUBMISSION OF FORM CIQ IS THE SOLE RESPONSIBILITY OF THE PROSPECTIVE BIDDER.

21. If, during the life of any contract or bid awarded, the successful bidder's net prices generally available to other customers for items awarded herein are reduced below the contracted price, it is understood and agreed that the benefits of such reduction shall be extended to County.

22. Bids, and all goods and services provided there under, shall comply with all federal, state and local laws concerning this type(s) of goods and/or services.

23. Minimum Standards for Responsible Prospective Bidders: A prospective bidder must affirmatively demonstrate bidder's responsibility. A prospective bidder, by submitting a bid, represents to County that it meets the following requirements:

- Possess or is able to obtain adequate financial resources as required to perform under the bid;
- Be able to comply with the required or proposed delivery schedule;
- Have a satisfactory record of performance;
- Have a satisfactory record of integrity and ethics;
- Be otherwise qualified and eligible to receive an award.

24. Successful bidder will pay or cause to be paid, without cost or expenses to County, all FICA, FUTA/SUTA and Federal Income Withholding Taxes of all employees, and all wages and benefits as required by Federal or State law. Successful bidder's officers, agents and/or employees will not be entitled to any benefits of an employee or elected

official of County, including, but not limited to, benefits associated with County's civil service system.

25. Any contract award to a successful bidder will be in effect until (a) the contract expires, (b) delivery and acceptance of products, and/or performance of services ordered, or (c) terminated by County with thirty day's written notice prior to cancellation.

26. County reserves the right to enforce performance of any contract awarded hereunder in any manner prescribed by law or deemed to be in the best interest of the County in the event of breach or default by successful bidder; County reserves the right to terminate any contract immediately in the event a successful bidder fails to:

    A. Meet schedules;
    B. Pay any required fees or taxes; or
    C. Otherwise perform in accordance with the specifications.

27. Successful bidder shall defend, indemnify and save harmless County and all its elected officials, officers, agents and employees from all suits, actions, or other claims of any character, name and description brought for or on account of any injuries or damages received or sustained by any person, persons, or property on account of any negligent act or fault of the successful bidder, or of any agent, employee, subcontractor or supplier of successful bidder in the execution of, or performance under, any contract which may result from bid award or which arises from any event or casualty happening on or within County premises themselves or happening upon or in any halls, elevators, entrances, stairways or approaches of or to such County facilities. Successful bidder shall pay any judgment with costs which may be obtained against County growing out of such injury or damages, and shall, upon request, provide a defense to County by counsel reasonably acceptable to County. Successful bidder's indemnity hereunder shall include, but is not limited to, claims relating to patent, copyright or trademark infringement, and the like, arising out of the goods and services provided by successful bidder.

28. Successful bidder shall warrant that all items/services shall conform to the specifications and/or all warranties provided under the Uniform Commercial Code and be free from all defects in material, workmanship and the like. Items supplied under a contract pursuant to this Request for Bids shall be subject to County's approval. Items found to be defective or not meeting specifications shall be replaced by successful bidder within two business days at no expense to County. Items not picked up within one (1) week after notification shall be deemed a donation to County and may be used or disposed of at County's discretion and without waiver of any other rights of County as to the item's nonconformity.

29. This document and any disputes arising hereunder shall be governed and construed according to the laws of the State of Texas, and will be performable exclusively in Hidalgo County, Texas.

30. The successful bidder shall not assign, sell, transfer or convey its rights under any awarded contract, in whole or in part, without the prior written consent of County.

Bid
For

HIDALGO COUNTY
PRECINCT 4
"HAULING SERVICES FOR HOT MIX"
BID NO.: 2015-156-04-29-HGO

To: Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
2812 So. Business 281 – New Administration Building
Edinburg, Texas 78539

In accordance with the Specifications, and subject to all laws and regulations of the United States and state and local laws, the undersigned bidder proposes and commits to furnish all labor, equipment, material, software and services as set forth in the documents hereinbefore mentioned. The undersigned bidder further agrees, upon acceptance of its bid, to execute a contract and/or Purchase Order issued by Hidalgo County for performing and completing the work described in the Specifications within the time stated and for the prices proposed in the documents attached hereto and made a part hereof.

Bidder acknowledges receipt of all of the pages of the documents referenced in the Invitation to Bid Checklist presented in connection with this procurement. Bidder understands that Hidalgo County reserves the right to reject any or all bids and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best bid.

Bidder agrees that this bid shall be good and may not be withdrawn for a period of ninety (90) calendar days after the scheduled closing time for receiving bids, as contained in the Specifications.

Respectfully submitted,

Bidder: _____

Address: _____

By: _____

Printed Name: _____

Title: _____

EXHIBIT "A"

HIDALGO COUNTY PRECINCT No. 4
"HAULING SERVICES FOR HOT MIX"
Bid No. 2015-156-04-29-HGO

SPECIFICATIONS/REQUIREMENTS

Scope of Services:

Hidalgo County is soliciting competitive sealed bids for the service of hauling and delivery of Hot Mix material from awarded vendor pits identified herein to sites situated and located within Hidalgo County. All hauling services will be on an "**As Needed Basis**" as requested by Precinct No. 4. The County reserves the right to utilize its own trucks and drivers at the discretion of Precinct No. 4; throughout the duration of the contract.

Specifications/Requirements:

The specifications/requirements goods contract will encompass hauling of all road materials from awarded vendor pits identified herein to sites situated and located within Hidalgo County, in accordance with the specifications/requirements specified herein and including, but not limited to all provisions set forth in the accompanying documentation.

1. All hauling and delivery of road material will be on an "**As Needed Basis**" only. There is no guaranteed volume.

2. Road material will be hauled from awarded vendor's "pit" locations.

3. Hidalgo County Precinct No. 4 is requesting a minimum of seven (7) hauling trailers and three (3) to five (5) hauling tandem trucks, to be available. Including five (5) trucks to be vendor owned.

4. The bidder must provide proof of ownership (copy of titles) and must furnish proof of possessing all necessary licenses and hauling permits.

5. Attached you will find a request for Truck and driver information in **EXHIBIT "B", ATTACHEMENTS B-1 & B-2**, Copies of the mentioned documentations must be submitted with your bid packet.

6. Trucks should be available at the discretion of Precinct No. 4 and will be on an "As Needed Basis".

7. Trucks must have a capacity of carrying a minimum of twenty-two (22) tons per load.

8. The successful bidder agrees to abide by all applicable state laws, regulations and be in compliance with all OSHA and TXDOT regulations and requirements.

9. Bidder will provide all labor, machinery, equipment, tools and materials required to render services.

10. Insurance Certificates as per Exhibit "C" must be submitted to the Purchasing Department prior to any services being performed by the awarded bidder(s).

11. Bid will be based on low bid per ton basis as listed on bid page form.

Road Materials to be hauled:

- Hot Mix Cold Laid
- Type D Hot Mix-Asphalt and/or Limestone

Locations of current pits and plants are as follow:

Listed vendors are subject to be changed upon material contract expiration.

A. Hot Mix Cold Laid;
B. Type D Hot Mix Asphalt & Limestone;

Frontera Materials:

Reavis Pit: Approximately 4 miles N. of US 83 on FM2221
Travel south approximately 4 miles to pit- La Joya, TX.

TERMS AND CONDITIONS:

1. The term of the requirements contract will be for a one (1) year period. Hidalgo County reserves the right to extend the contract for an additional one (1) year, under agreement with the same rates, terms and conditions. Hidalgo County reserves the right to award the bid to MULTIPLE bidders if the County determines it is in its best interest to do so.

2. Hidalgo County reserves the right to continue this bid for an additional sixty (60) day grace period at the end of the contract term for unforeseen delay in award of new bid for the next contract term.

3. Hidalgo County reserves the right to award the lowest qualified bid on a lump sum basis to one bidder or to multiple bidders if the County determines it is in its best interest to do so.

4. After Bid is awarded and successful awarded contractor defaults in meeting the general instructions to bidder(s) and/or in complying with the contract agreement, Hidalgo County reserves the right to seek the services of the next lowest bidder(s). In such event, Hidalgo County shall charge the successful bidder the difference for any additional cost of such item.

5. Hidalgo County reserves the right to add or delete items during the term of the contract under the same rates and conditions.

6. Any contract awarded to a successful bidder will be in effect until:
   a. The contract expires.
   b. Terminated by County with thirty (30) days written notice.

7. Insurance requirements for this project to be maintained throughout the term of this project (refer to Exhibit "C" for limits).

8. Hidalgo County reserves the right to reject any/all bids, to waive any/all formalities or technicalities, or to accept the bid considered the best and most advantageous to the County.

9. Hidalgo County reserves the right to hold bids for a period of ninety (90) days without taking any action.

10. Bidder(s) agree that to the extent an item(s) is unavailable from Bidder's own inventory, Bidder(s) will be responsible for locating an alternative supplier and for providing such service to Hidalgo County at no cost to the County.

11. Bidder(s) must have been in business for at least two (2) years.

12. The bidder awarded the contract shall not engage the services of a subcontractor without prior written consent of Hidalgo County. When requesting written consent from Hidalgo County to retain a subcontractor to perform services hereunder the successful bidder must present evidence and submit to the County that the successful bidder and the proposed subcontractor possess all necessary licenses and permits to perform the services described herein and that the successful bidder and the proposed subcontractor have obtained and submitted the required insurance coverage and policies as required by Hidalgo County.

13. The successful bidder shall not deliver products or provide services without a Hidalgo County Purchase Order, signed by an authorized agent of the Hidalgo County Purchasing Department.

14. All costs and expenses associated with the preparation and submission of proposal, bid, statement of qualifications(RFQ) and quote shall be the responsibility of bidder and no reimbursement for such charges or expenses shall be passed onto County.

MARKET VOLATILITY AND UNIT PRICE ADJUSTMENTS:

Hidalgo County recognizes that during periods of national crisis and unstable economic conditions, unforeseen price increase might affect costs for goods and services contracted on an annual basis. The following procedure may be employed to mediate price volatility.

1) **Requesting Price Adjustment:** Upon written request of the Vendor to the County Purchasing Agent, the County may review evidence of prevailing industry-wide market conditions that warrant an adjustment in bid prices contained in the contract.

- A Vendor must tie any price change clause to an industry-wide or otherwise nationally recognized index, or some other form of verifiable document. Such written request must be accompanied by a certified copy of the supplier's advisory or notification to the vendor of the price changes.
- The Vendor must put the Purchasing Agent on the mailing lists for such publications so

that the Purchasing Agent can monitor said changes. Such membership shall be at no cost to the County.

- The County Purchasing Agent retains the right to determine whether or not such proposed price changes are in the best interest of the County.
- No price escalation will be authorized in excess of the amount of the increase referred to in the supplier's notice.

- The County may only grant a price increase if the evidence presented is deemed reliable. Should the County allow a price increase, the approved price change shall be honored for all orders received by the vendor or contractor after the effective date of such price change. Approved price changes are not applicable to orders already issued and in process at time of price change.

2) **Price Reduction:** Vendor shall notify the County at the time when the Vendor's cost for items and/or supplies reduce due to stabilization in the market at which time prices for items on this contract shall be reduced accordingly. Failure by the Vendor to notify the County of a decrease in costs for items and/or supplies for which the Vendor was granted a price adjustment, may result in immediate termination of this contract and the County shall not be obligated to pay the Vendor the difference between the contract price and the price adjustment.

3) **Timeframe for Adjusted Price Increases:** Price increases are only valid for the quarter in which they are requested and approved. Prices shall return to the original contract price at the beginning of the following quarter unless a Vendor notifies the County in writing within ten (10) days of expiration of the quarter in which the price increase is in effect, that it desires to have the price increase continue or that the Vendor is requesting a different price increase for the following quarter. Such request must be supplemented with sufficient justification to demonstrate that the price increase remains necessary. The County Purchasing Department shall have sole discretion whether to grant the price increase extension. The county Purchasing Department shall have sole discretion whether to grant the price increase extension. The County too, shall have discretion to unilaterally reduce, eliminate or extend a price adjustment to the Vendor at any time upon written notice from the County to the Vendor demonstrating justification for such reduction, elimination or extension of the price adjustment.

4) **Allowable Review Periods:** Price adjustment reviews may only be requested by the Vendor on a quarterly basis. However, the County may at its own discretion, conduct temporary price adjustment reviews at any time. The County Purchasing Agent and/or the County Auditor reserve the right to audit and/or examine any pertinent books, documents, papers, records or invoices relating directly to the contract transaction in question after reasonable notice and during normal business hours.

ADDITIONAL INFORMATION:

Hidalgo County is requesting that any and all questions, inquiries and clarifications regarding quotes, bids, proposals or statements of qualifications be addressed to, Martha L. Salazar, CPPB, Purchasing Agent, 2802 S. Bus. Hwy. 281, Edinburg, Tx 78539. **TELEPHONE INQUIRIES WILL NOT BE ACCEPTED**

ALL WRITTEN INQUIRIES WILL BE ACCEPTED VIA FACSIMILE NO LATER THAN, Wednesday, April 22, 2015 by 5:00 p.m. Responses to said inquiries will be sent to all applicants via facsimile by no later than Friday, April 24, 2015 by 5:00 P.M.

EXHIBIT "B"

HIDALGO COUNTY PRECINCT 4

HAULING SERVICES FOR HOT MIX

BID NO.: 2015-156-04-29-HGO

BID PAGE

PART 1:

AWARD WILL BE BASED ON THE LOWEST BID PER TON WHICH MEETS ALL SPECIFICATIONS/REQUIREMENTS. ROAD MATERIALS WILL BE HAULED FROM AWARDED VENDORS "PIT" LOCATIONS. LISTED VENDORS ARE SUBJECT TO CHANGE UPON MATERIAL CONTRACT EXPIRATION.

EXAMPLE:		$3.00	25%	.75
PLANT LOCATION/ ROAD MATERIALS		**TOTAL COST PER TON**	**FUEL COSTS PERCENTAGE PER TON**	**CURRENT/BASE FUEL COST**
Frontera Materials- Hot Mix-Cold Laid	**Reavis Pit- Approx 4 mi N. of US 83 on FM2221 La Joya, TX.**	**$**	**%**	**$**
Frontera Materials- Type D Hot Mix Asphalt	**Reavis Pit- Approx 4 mi N. of US 83 on FM2221 La Joya, TX.**	**$**	**%**	**$**
Frontera Materials- Type D Hot Mix Limestone	**Reavis Pit- Approx 4 mi N. of US 83 on FM2221 La Joya, TX.**	**$**	**%**	**$**

PART II.

BID PRICE ADJUSTMENT BY HIDALGO COUNTY PRECINCT NO. 4

At the time of bid opening South Texas is experiencing historic high fuel prices. Therefore, Hidalgo County Precinct No.4 is requesting pricing adjustments based on the following:

A Fuel Cost Base Bid Price for project will be based on the OPIS Fuel Index for, **April 24, 2015**. For each 10% (increase or decrease) in the OPIS Index of **April 24, 2015** during the contract term, the fuel cost(s) portion of the awarded bid price(s) will be adjusted accordingly. (As per above samples, a 10% increase is reflected as follows: $1.00=$1.10 and $ 1.10=$1.21; a 10% decrease is reflected as follows: $1.00=$0.90 and$ 1.10=$0.99)

In the event you submit an invoice reflecting a price change under this provision, Hidalgo County Precinct No. 4 will only honor the change if a copy of the OPIS report on which the change is based accompanies the invoice. Additionally, Hidalgo County Precinct No. 4 reserves the right to independently verify changes in OPIS pricing and to modify an invoice amount based on a 10% change in the OPIS Index.

In determining whether price changes are permitted hereunder the appropriate OPIS Index is the index issued of the date of the invoice

Acknowledgment and agreement to Bid Price Adjustment Part I & II for the term of the contract, including any grace period extension.

The undersigned certifies that he has fully read and understands this "Request for Bid" and has full knowledge of the scope, quantity, and quality of the services and materials to be furnished and intends to adhere to the provisions described herein. The undersigned also affirms that they are duly authorized to submit this Bid, that this Bid has not been prepared in collusion with any other Vendor, and that the contents of this Bid have not been communicated to any other Vendor prior to the official opening of this Bid.

BIDDER/COMPANY NAME:_____

ADDRESS:_____

CITY/STATE/ZIP CODE:_____

PHONE & FAX NUMBER:_____

E-MAIL ADDRESS:_____

CELLULAR NUMBER:_____

AUTHORIZED SIGNATURE:_____

PRINTED NAME:_____

TITLE:_____

DATE:_____

(Must be included in Bid Packet)

EXHIBIT "B-1"

HIDALGO COUNTY PRECINCT 4
HAULING SERVICES FOR HOT MIX
RFB NO.: 2015-156-04-29-HGO

Hidalgo County Precinct No. 4 is requesting the following information for the available hauling trucks to be utilized for this project. Please fill out each section completely. All trucks shall be covered under the insurance requirements as set forth in Exhibit "C" of this document and under the same terms and conditions. Insurance must be maintained throughout the term of the contract. ***INCOMPLETE*** *submittals shall be considered a probable cause for disqualification.* ***For vendor owned vehicles- copies of Titles must be included.***

VEHICLE INFORMATION

Vehicle Year/Make / Model	Vehicle Identification Number	License Plate Number	Unit No.	Vehicle Capacity- Per Load	Vehicle Owned/Or Leased

Must be included with Bid Packet

EXHIBIT "B-2"

HIDALGO COUNTY PRECINCT 4
HAULING SERVICES FOR HOT MIX
RFB NO.: 2015-156-04-29-HGO

DRIVER'S INFORMATION

DRIVER'S LISTED BELOW MUST PROVIDE A CERTIFIED COPY OF CURRENT VALID DRIVER LICENSE WITH THIS BID

NAME OF DRIVER	CERTIFIED DRIVER LICENSE NUMBER	TRUCK/UNIT NUMBER

Must be included with Bid Packet

EXHIBIT "C"

Insurance Requirements
Applicable to the Acquisition of Goods and /or Services
(other than Professional Services)

The Bidder awarded the contract shall furnish proof of insurance, which will also include any subcontractor that is subcontracted by the bidder in at least the following limits, to be in place prior to providing any services under this Contract and to continue at all times in force in effect during the term of this Contract:

1. A Five Hundred Thousand Dollar ($500,000.00) Comprehensive General Liability insurance policy providing additional coverage to all underlying liabilities of County.

2. Automobile liability insurance policy with limits of at least Three Hundred Thousand Dollars ($300,000.00) per person and Five Hundred Thousand Dollars ($500,000.00) per occurrence. Coverage should include injury to or death of persons and property damage claims with limits up to Five Hundred Thousand ($500,000.00) arising out of the services provided to County hereunder.

3. Uninsured/Underinsured motorist coverage in an amount equal to the bodily injury limits set forth immediately above;

4. Workers compensation insurance in amounts established by Texas law, unless the Bidder is specifically exempted from the Texas Workers Compensation Act, Texas Labor Code Chapter 401, et. seq.

Hidalgo County will only accept certificates of insurance on an Acord form (as attached hereto). Certificates of insurance naming County as an **additional insured** shall be submitted to County for approval prior to any services being performed by Contractor. Each policy of insurance required hereunder shall extend for a period equivalent to, or longer than the term of the Contract, and any insurer hereunder shall be required to give at least thirty (30) days written notice to the County prior to the cancellation of any such coverage on the termination date, or otherwise. This Contract shall be automatically suspended upon the cancellation, or other termination, of any required policy of insurance hereunder, and such suspension shall continue until evidence adequate replacement coverage is provided to County. If replacement coverage is not provided within thirty (30) days following suspension of the Contract, this Contract shall automatically terminate.

ACORD

CERTIFICATE OF INSURANCE

DATE (MM/DD/YY)

PRODUCER	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.
	INSURERS AFFORDING COVERAGE
INSURED	INSURER A:
	INSURER B:
	INSURER C:
	INSURER D:
	INSURER E:

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THER TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A	**GENERAL LIABILITY** ☐ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS MADE ☐ OCCUR ☐ OWNER'S & CONT. PROT ☐ OWNER'S PROTECTIVE LIABILITY GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PROJECT ☐ LOC				EACH OCCURRENCE	$
					FIRE DAMAGE (Any one fire)	$
					MED (Any one person)	$
					PERS & ADV INJURY	$
					GENERAL AGGREGATE	$
					PRODUCTS – COMP/OP AGG	$
B	**AUTOMOBILE LIABILITY** ☐ ANY AUTO ☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ☐ NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident)	$
					BODILY INJURY (Per person)	$
					BODILY INJURY (Per accident)	$
					PROPERTY DAMAGE (Per accident)	$
	GARAGE LIABILITY ☐ ANY AUTO				AUTO ONLY-EA ACCIDENT	$
					OTHER THAN AUTO ONLY EA ACC	$
					AGG	$
C	**EXCESS LIABILITY** ☐ OCCUR ☐ CLAIMS MADE ☐ DEDUCTIBLE ☐ RETENTION $				EACH OCCURENCE	$
					AGGREGATE	$
						$
						$
						$
D	**WORKERS COMPENSATION AND EMPLOYER'S LIABILITY**				WC STATU-TORY LIMITS ☐ OTHER	
					E.L. EACH ACCIDENT	$
					E.L. DISEASE-EA EMPLOYEE	$
					E.L. DISEASE-POLICY LIMIT	$
	OTHER					

SAMPLE

DESCRIPTION OF OPERATIONS / LOCATION / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

County of Hidalgo shall be named as additional insured on all Commercial General Liability policies.

CERTIFICATE HOLDER	ADDITIONAL INSURED; INSURER LETTER: _____ CANCELLATION
Hidalgo County **Attn: Purchasing Department** **2812 S Highway Bus. 281** **Edinburg, Texas 78539**	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BY CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL ***30*** DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATIDN OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE

Insurance Requirement Acknowledgment

I, _____, authorized representative for _____,
Company/Vendor

hereby acknowledge receipt of the County's required insurance limits. Said requirements:

- will be acquired within 10 working days after notification from Purchasing Department of bid awarded by the Hidalgo County Commissioners' Court;
- will acquire additional amounts required to meet the County's requirements within 10 working days after notification from Purchasing Department of bid award by the Hidalgo County Commissioners' Court; currently carry the following:

  Automobile Liability: $_____ General Liability: $_____
- have already been met, see attached copy of insurance certificate.

_____ _____.
Authorized Representative Date

Notice to Bidder:
A certificate of insurance for the required insurance limits shall be provided to the Purchasing Department's Contract Managers in order to qualify for award of bid and to execute a contract between your Company and the County

Failure to provide Certificates of Insurance to the Purchasing Department's Contract Managers will cause the bid award to be rescinded and re-awarded to next lowest bidder. Certificates of Insurance will be monitored and verified on a **quarterly basis** to ensure coverage policy is in place. It is the Company's obligation to maintain the appropriate insurance coverage throughout the term of the contract.

THIS FORM MUST ACCOMPANY BID PACKET

PROJECT REQUIREMENTS ACKNOWLEDGMENT

This is to certify that I, _____, possess all of the APPLICABLE:

1. Licenses: _____.
2. Bond (if applicable)_____
3. Certificates: _____.
4. Permits: _____.
5. Other: _____.

necessary to carry out the required project. Furthermore, I am providing copies of the required documentation so that, if my company is awarded this bid, I may be eligible to enter into a contract with Hidalgo County and proceed to complete the project in a timely manner.

* Any licenses, bonds (if applicable),certificates, permits, etc. which are required must be presented as part of the bid packet in order to expedite the bid evaluation process.

_____ _____.
Authorized Signature Date

_____.
Company

_____.
Address

_____.
City, State, Zip

THIS FORM MUST ACCOMPANY BID PACKET

EXHIBIT "D"

CONFLICT OF INTEREST QUESTIONNAIRE — FORM CIQ

For vendor or other person doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. *See* Section 176.006, Local Government Code.

A person commits an offense if the person knowingly violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

OFFICE USE ONLY
Date Received

1 **Name of person who has a business relationship with local governmental entity.**

2 ☐ **Check this box if you are filing an update to a previously filed questionnaire.**

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

3 **Name of local government officer with whom filer has employment or business relationship.**

_____

Name of Officer

This section (item 3 including subparts A, B, C & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the filer of the questionnaire?

☐ Yes ☐ No

B. Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?

☐ Yes ☐ No

C Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?

☐ Yes ☐ No

D. Describe each employment or business relationship with the local government officer named in this section.

4

_____ _____

Signature of person doing business with the governmental entity — Date

Adopted 06/29/2007

HIDALGO COUNTY
PURCHASING DEPARTMENT
Bidder/Vendor Application

Complete in print or type. Please return this application to the Hidalgo County Purchasing Department thru Facsimile: (956) 318-2629 or (956) 292-7612 in person or regular mail to: 2812 S. Business Hwy. 281 , Edinburg, Texas 78539 or e-mail: purchasing@co.hidalgo.tx.us

Company Name: **Telephone No. ( )**
dba Name:
Legal Name:
Mailing Address: **Fax No. ( )**
Physical Address:
City, State, Zip **Tax I.D. No.**
Remit to Address : **City, State, Zip**
E-Mail Address:
Representative(s) Name(s) & Title(s)
Type of Organization (check one): _____ Individual _____ Partnership _____ Corporation _____Non-Profit _____ LLC _____ Sole Proprietor _____ Other, Specify **State Identification No._____ (Please attached completed W-9 form with this application)** **Federal Identification No. or (if individual) SS No. :**
State of Incorporation: _____ Date:_____ Other:
Type of Business (check one): _____ Manufacturer _____ Wholesaler _____ Retailer _____ Broker _____ Distributor _____ Service Organization _____ Other, Specify
Name & Title of Person(s) Authorized to Sign Bids, Proposals, and/or Contracts:
Small and/or Disadvantaged Business Information (check application criteria) **Small Business:_____Disadvantaged Business (At Least 51% Ownership)** ☐ Less than 125,000 annual gross receipt ☐ Black American ☐ Native American ☐ Less than 250,000 annual gross receipt ☐ Hispanic American ☐ Women ☐ Less than 499,000 annual gross receipt ☐ Asian Pacific American ☐ Other ☐ More than 500,000 annual gross receipt
Have you been certified as a HUB or an MBE/WBE source?: ☐ Yes ☐ No **Indicate Certification No.(s):_____ or are Certificate(s) attached?:** ☐ Yes ☐ No
What type of product(s) is/are solicited by your company?: **Would you like to be provided with specifications for procurements of such products?:** ☐ Yes ☐ No

To Be Completed by the County: Rec'd by (Purchasing):_____ Date Rec'd by (Purchasing):

Date Forwarded Information to Auditor's Office:_____Entry Date: _____ Vendor No.:_____

HISTORICALLY UNDERUTILIZED BUSINESS (HUB) DECLARATION

The primary objective of the Hidalgo County HUB Program is to ensure Historically Underutilized Businesses receive a fair and equal opportunity for participation in the County's procurement process. This fact holds true for Services (Professional & Non-Professional), Commodities, and Construction contracts and any subcontracts thereto. The program strongly encourages Prime Contractors to provide subcontracting opportunities to Certified Hub Contractors/Vendors. Our goal for HUB contractor/vendor participation, as well as HUB subcontractor participation is 30%. To be considered as a "Certified HUB Contractor/Vendor" the contractor/vendor must have been certified by, and hold a current and valid certification with any of the three agencies listed below.

Have you been Certified as a HUB or an MBE/WBE source?: Yes No

If yes, by whom?: ☒ Texas Building & Procurement Commission Other_____

Indicate Certification No(s).:_____ or Are Certificate(s) Attached?: Yes No

---

LIST OF CERTIFIED HUB SUBCONTRACTORS

(Attach additional pages if necessary)

What percentage of the Bid, RFP,or RFQ is to be subcontracted with Certified HUB sources?: _____%
(List HUB Subcontractor information below).

HUB Subcontractor Name: _____ HUB Status:_____

Certifying Agency (Check all applicable): Texas Building & Procurement Commission ☐Other_____

Address: _____ City: _____ State: _____ Zip:_____

Contact Person: _____ Title: _____ Phone No.: ( )_____

Subcontract Amount: $_____ Description of Work to be Performed:_____

HUB Subcontractor Name: _____ HUB Status:_____

Certifying Agency (Check all applicable): Texas Building & Procurement Commission ☐Other_____

Address: _____ City: _____ State: _____ Zip:_____

Contact Person: _____ Title: _____ Phone No.: ( )_____

Subcontract Amount: $_____ Description of Work to be Performed:_____

HUB Subcontractor Name: _____ HUB Status:_____

Certifying Agency (Check all applicable): Texas Building & Procurement Commission ☐Other_____

Address: _____ City: _____ State: _____ Zip:_____

Contact Person: _____ Title: _____ Phone No.: ( )_____

Subcontract Amount: $_____ Description of Work to be Performed:_____

Form **W-9**
(Rev. January 2011)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Give Form to the requester. Do not send to the IRS.

Print or type
See Specific Instructions on page 2.

Name (as shown on your income tax return)

Business name/disregarded entity name, if different from above

Check appropriate box for federal tax classification (required): ☐ Individual/sole proprietor ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶

☐ Other (see instructions) ▶

☐ Exempt payee

Address (number, street, and apt. or suite no.)

Requester's name and address (optional)

City, state, and ZIP code

List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number

			–			–				

Employer identification number

		–							

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 4.

Sign Here Signature of U.S. person ▶ Date ▶

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,
- The U.S. grantor or other owner of a grantor trust and not the trust, and
- The U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person, do not use Form W-9. Instead, use the appropriate Form W-8 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.

2. The treaty article addressing the income.

3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.

4. The type and amount of income that qualifies for the exemption from tax.

5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity not subject to backup withholding, give the requester the appropriate completed Form W-8.

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS a percentage of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,

2. You do not certify your TIN when required (see the Part II instructions on page 3 for details),

3. The IRS tells the requester that you furnished an incorrect TIN,

4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or

5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See the instructions below and the separate Instructions for the Requester of Form W-9.

Also see *Special rules for partnerships* on page 1.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account, for example, if the grantor of a grantor trust dies.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of $50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a $500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Name

If you are an individual, you must generally enter the name shown on your income tax return. However, if you have changed your last name, for instance, due to marriage without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name.

If the account is in joint names, list first, and then circle, the name of the person or entity whose number you entered in Part I of the form.

Sole proprietor. Enter your individual name as shown on your income tax return on the "Name" line. You may enter your business, trade, or "doing business as (DBA)" name on the "Business name/disregarded entity name" line.

Partnership, C Corporation, or S Corporation. Enter the entity's name on the "Name" line and any business, trade, or "doing business as (DBA) name" on the "Business name/disregarded entity name" line.

Disregarded entity. Enter the owner's name on the "Name" line. The name of the entity entered on the "Name" line should never be a disregarded entity. The name on the "Name" line must be the name shown on the income tax return on which the income will be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a domestic owner, the domestic owner's name is required to be provided on the "Name" line. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on the "Business name/disregarded entity name" line. If the owner of the disregarded entity is a foreign person, you must complete an appropriate Form W-8.

Note. Check the appropriate box for the federal tax classification of the person whose name is entered on the "Name" line (Individual/sole proprietor, Partnership, C Corporation, S Corporation, Trust/estate).

Limited Liability Company (LLC). If the person identified on the "Name" line is an LLC, check the "Limited liability company" box only and enter the appropriate code for the tax classification in the space provided. If you are an LLC that is treated as a partnership for federal tax purposes, enter "P" for partnership. If you are an LLC that has filed a Form 8832 or a Form 2553 to be taxed as a corporation, enter "C" for C corporation or "S" for S corporation. If you are an LLC that is disregarded as an entity separate from its owner under Regulation section 301.7701-3 (except for employment and excise tax), do not check the LLC box unless the owner of the LLC (required to be identified on the "Name" line) is another LLC that is not disregarded for federal tax purposes. If the LLC is disregarded as an entity separate from its owner, enter the appropriate tax classification of the owner identified on the "Name" line.

Other entities. Enter your business name as shown on required federal tax documents on the "Name" line. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on the "Business name/ disregarded entity name" line.

Exempt Payee

If you are exempt from backup withholding, enter your name as described above and check the appropriate box for your status, then check the "Exempt payee" box in the line following the "Business name/ disregarded entity name," sign and date the form.

Generally, individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends.

Note. If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding.

The following payees are exempt from backup withholding:

1. An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2),

2. The United States or any of its agencies or instrumentalities,

3. A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities,

4. A foreign government or any of its political subdivisions, agencies, or instrumentalities, or

5. An international organization or any of its agencies or instrumentalities.

Other payees that may be exempt from backup withholding include:

6. A corporation,

7. A foreign central bank of issue,

8. A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States,

9. A futures commission merchant registered with the Commodity Futures Trading Commission,

10. A real estate investment trust,

11. An entity registered at all times during the tax year under the Investment Company Act of 1940,

12. A common trust fund operated by a bank under section 584(a),

13. A financial institution,

14. A middleman known in the investment community as a nominee or custodian, or

15. A trust exempt from tax under section 664 or described in section 4947.

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 15.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 9
Broker transactions	Exempt payees 1 through 5 and 7 through 13. Also, C corporations.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 5
Payments over $600 required to be reported and direct sales over $5,000 [1]	Generally, exempt payees 1 through 7 [2]

[1] See Form 1099-MISC, Miscellaneous Income, and its instructions.

[2] However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney, and payments for services paid by a federal executive agency.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-member LLC that is disregarded as an entity separate from its owner (see *Limited Liability Company (LLC)* on page 2), enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note. See the chart on page 4 for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local Social Security Administration office or get this form online at *www.ssa.gov*. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at *www.irs.gov/businesses* and clicking on Employer Identification Number (EIN) under Starting a Business. You can get Forms W-7 and SS-4 from the IRS by visiting IRS.gov or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note. Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: *A disregarded domestic entity that has a foreign owner must use the appropriate Form W-8.*

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if item 1, below, and items 4 and 5 on page 4 indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on the "Name" line must sign. Exempt payees, see *Exempt Payee* on page 3.

Signature requirements. Complete the certification as indicated in items 1 through 3, below, and items 4 and 5 on page 4.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account [1]
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor [2]
4. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee [1]
b. So-called trust account that is not a legal or valid trust under state law	The actual owner [1]
5. Sole proprietorship or disregarded entity owned by an individual	The owner [3]
6. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulation section 1.671-4(b)(2)(i)(A))	The grantor*
For this type of account:	**Give name and EIN of:**
7. Disregarded entity not owned by an individual	The owner
8. A valid trust, estate, or pension trust	Legal entity [4]
9. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
10. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
11. Partnership or multi-member LLC	The partnership
12. A broker or registered nominee	The broker or nominee
13. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
14. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulation section 1.671-4(b)(2)(i)(B))	The trust

[1] List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

[2] Circle the minor's name and furnish the minor's SSN.

[3] You must show your individual name and you may also enter your business or "DBA" name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

[4] List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships* on page 1.

*Note. Grantor also must provide a Form W-9 to trustee of trust.

Note. If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records from Identity Theft

Identity theft occurs when someone uses your personal information such as your name, social security number (SSN), or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Publication 4535, Identity Theft Prevention and Victim Assistance.

Victims of identity theft who are experiencing economic harm or a system problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

Protect yourself from suspicious emails or phishing schemes. Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to *phishing@irs.gov*. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at: *spam@uce.gov* or contact them at *www.ftc.gov/idtheft* or 1-877-IDTHEFT (1-877-438-4338).

Visit IRS.gov to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.

Certification
Regarding Debarment, Suspension and Ineligibility

As is required by the Federal Regulations Implementing Executive Order 12549, Debarment and Suspension, 45 CFR Part 76, Government-wide Debarment and Suspension, the applicant certifies, to the best of his or her knowledge and belief, that both it and its principals:

a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency;

b. Have not within a three-year period preceding this bid proposal and/or application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction, violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

c. Are not presently indicted for or otherwise criminally or civilly charged by a government entity with commission of any of the offenses enumerated herein; and

d. Have not within a three-year period preceding this bid proposal and/or application had one or more public transactions terminated for cause or default.

Signature:_____
Print Name:_____
Title:_____
Telephone Number:_____
Date:_____

If the bidder is unable to certify to all of the statements in this Certification, such bidder should attach an explanation to this proposal.

THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

SERVICE CONTRACT
C-15-156-00-00

THIS CONTRACT is made and entered into this Anyday day of Any Month ,Year by and between the **County of Hidalgo, Texas** ("County"), and _____ ("Company").

WHEREAS, Company responded to request for bids for the "Hauling Services for Hot Mix" (the "Services"); and

WHEREAS, Company submitted a bid to provide services in accordance with the specifications as bid, a copy of Request for Bid (RFB) Procurement Packet being attached hereto as Exhibits "A" (the "RFB") and Exhibit "B" respectively, and incorporated herein for all purposes (the "Bid Page"); and

WHEREAS, in recognition of and in consideration of Company's agreement to perform the Services in accordance with RFB Packet, the Commissioners Court of County awarded the bid to Company.

NOW, THEREFORE, in mutual consideration of the foregoing and the further consideration of the following, the parties hereto agree as follows:

1. County and Company hereby agrees that this Contract is entered into in order to provide the Services to **Hidalgo County**. This Contract does not extend to any third parties any duties or benefits conferred in any manner hereunder or otherwise.

2. Company hereby promises and agrees to render and provide, during the term of this Contract, and shall be obligated to render and provide the Services in accordance with the RFB Packet within **Hidalgo County** following a request for Services by the **County** or its designated agent. Company agrees in performing the Services that it will use proper professional

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standards, comply with any and all appropriate laws and regulations in providing the Services, and devote such time as is necessary to safely and efficiently provide the Services.

3. This Contract shall be for a period of one (1) year , **(on an as needed basis),** commencing on Month day , year and expiring on month day, year and may be extended at the sole discretion of the County for an additional one (1) year term under the same rates, terms and conditions. Hidalgo County also reserves the right to continue this sealed bid for an additional sixty (60) day grace period at the end of the contract term for unforeseen delay of award for the next term and contingent upon cost remaining unchanged.

4. As a condition of this Contract, Company shall hold and maintain throughout the term of this Contract all licenses and permits required, or which may be required by any authority during the term hereof to provide the Services.

5. All trucks or vehicles operated by the Company to perform the Services shall contain all equipment required by any authority to operate on streets and roads and all persons in the employ of Company who operate such trucks or vehicles shall have the required licenses, qualifications, skill and expertise to perform such Services and shall comply with all laws, rules and regulations prescribed by any agency or authority having jurisdiction with regard to the operation of such trucks or vehicles in providing the Services.

6. As consideration for rendering the Service provided for in this Contract, the County agrees to pay Company the amounts specified in Exhibit "B" attached hereto payable against written invoice submitted by Company.

7. Company shall provide insurance in force on all its vehicles and all persons connected with providing services under this Contract naming County as an additional insured (with the coverages and in the amounts described on Exhibit "C" attached hereto and

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incorporated herein at this point for all purposes), and shall furnish to County certificates of such insurance coverage.

8. Company shall provide a sufficient number of trucks, vehicles, personnel and equipment available to safely and efficiently provide the Services.

9. Company shall indemnify and hold harmless County, its elected officials, employees and agents from any and all claims, damages, losses, and expenses including attorney's fees for the defense of any action against County arising out of, resulting from, or connected with the provision of the Service by Company under this Contract. Said indemnity shall cover any act or failure to act by the Company, its agents or employees.

10. This Contract shall not be assignable in whole or in part by either party without prior written consent of the other party.

11. It is expressly agreed that this Contract and the performance by the parties hereunder does not create any agency relationship or master-servant relationship that County has no supervision of the performance of the Services provided by Company, and that Company is an independent contractor under this Contract.

12. Any notice required or permitted to be given hereunder shall be in writing and shall be delivered personally or sent by certified mail, postage prepaid, as set forth below:

If to County: **The County of Hidalgo**
Attn: County Judge
100 E. Cano
Edinburg, Texas 78539

If to Company: _____
_____
_____

13. In case any one or more of the provisions contained in this Agreement shall for

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any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

14. This Agreement may be terminated by County without cause upon thirty (30) days written notice.

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

16. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas and shall be performable in Hidalgo County.

17. **Commitment of Current Revenues Only.** In the event that, during any term hereof, the Commissioners Court does not appropriate sufficient funds to meet the obligations of Buyer under this Agreement, Buyer may terminate this Agreement upon ninety (90) days written notice to Seller. Buyer agrees, however, to use reasonable efforts to secure funds necessary for the continued performance of this Agreement. The parties intend this provision to be a continuing right to terminate this Agreement at the expiration of each budget period of Buyer pursuant to the provisions of Tex. Loc. Govt. Code Ann. ' 271.903 (Vernon Supp. 1996).

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

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19. **Immunities.** Nothing in this Agreement is intended to and County does not hereby waive, release or relinquish any right to assert any of the defenses County enjoys by virtue of the state or federal constitution, laws, rules or regulations, and any sovereign, official or qualified immunity available to County as to any claim or action of any person, entity, or individual against County.

WITNESS our hands in duplicate originals this _____ day of_____, 2015.

COUNTY OF HIDALGO

_____

Ramon Garcia, County Judge

ATTEST:

_____

Arturo Guajardo Jr., County Clerk

Company:_____

By:_____

Printed Name:_____

Title:_____

Approved By Commissioners Court On: _____

APPROVED AS TO FORM:

_____

Stephen L. Crain

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EXHIBIT "B"

REQUEST FOR BID

BID PAGE

EXHIBIT "B"

HIDALGO COUNTY PRECINCT 4

HAULING SERVICES FOR HOT MIX

BID NO.: 2015-156-04-29-HGO

OPENED
9:43
4-29-15
Witnessed

BID PAGE

PART 1:

AWARD WILL BE BASED ON THE LOWEST BID PER TON WHICH MEETS ALL SPECIFICATIONS/REQUIREMENTS. ROAD MATERIALS WILL BE HAULED FROM AWARDED VENDORS "PIT" LOCATIONS. LISTED VENDORS ARE SUBJECT TO CHANGE UPON MATERIAL CONTRACT EXPIRATION.

EXAMPLE:		$3.00	25%	.75
PLANT LOCATION/ ROAD MATERIALS		**TOTAL COST PER TON**	**FUEL COSTS PERCENTAGE PER TON**	**CURRENT/BASE FUEL COST**
Frontera Materials- Hot Mix-Cold Laid	Reavis Pit- Approx 4 mi N. of US 83 on FM2221 La Joya, TX.	$ 10.25	% 75	$ 7.69
Frontera Materials- Type D Hot Mix Asphalt	Reavis Pit- Approx 4 mi N. of US 83 on FM2221 La Joya, TX.	$ 10.25	% 75	$ 7.69
Frontera Materials- Type D Hot Mix Limestone	Reavis Pit- Approx 4 mi N. of US 83 on FM2221 La Joya, TX.	$ 10.25	% 75	$ 7.69

PART II.

BID PRICE ADJUSTMENT BY HIDALGO COUNTY PRECINCT NO. 4

At the time of bid opening South Texas is experiencing historic high fuel prices. Therefore, Hidalgo County Precinct No.4 is requesting pricing adjustments based on the following:

A Fuel Cost Base Bid Price for project will be based on the OPIS Fuel Index for, **April 24, 2015.** For each 10% (increase or decrease) in the OPIS Index of **April 24, 2015** during the contract term, the fuel cost(s) portion of the awarded bid price(s) will be adjusted accordingly. (As per above samples, a 10% increase is reflected as follows: $1.00=$1.10 and $ 1.10=$1.21; a 10% decrease is reflected as follows: $1.00=$0.90 and$ 1.10=$0.99)

EXHIBIT "C"

CERTIFICATE OF INSURANCE

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 06/04/2015

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: KRISTINA BALDERAS
SOUTH TEXAS SOLUTIONS P.O. BOX 1415 EDINBURG, TEXAS 78540	PHONE (A/C, No, Ext): 9563432206 FAX (A/C, No): E-MAIL ADDRESS: SOUTHTEXASSOLUTIONS@AOL.COM

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : SCOTTSDALE INSURANCE COMPANY	
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
ROY'S HAULING SERVICE
P.O. BOX 1896
EDINBURG, TEXAS 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	
A	GENERAL LIABILITY X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY PRO-JECT LOC			LABTU-B	06/04/2015	06/04/2016	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 500,000 $ 100,000 $ 5,000 $ 500,000 $ 1,000,000 $ 500,000
	AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS 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 ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y / N N/A 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

COUNTY OF HIDALGO
2802 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

ACORD 25 (2010/05)

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 04/15/2015

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: KRISTINA BALDERAS	
SOUTH TEXAS SOLUTIONS P.O. BOX 1415 EDINBURG, TEXAS 78540	PHONE (A/C, No, Ext): 956.343.2206	FAX (A/C, No):
	E-MAIL ADDRESS: SOUTHTEXASSOLUTIONS@AOL.COM	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : PROGRESSIVE COUNTY MUTUAL INS CO	
INSURED ROY'S HAULING SERVICE, INC. P.O. BOX 1896 EDINBURG, TEXAS 78540	INSURER B : TEXAS MUTUAL INSURANCE COMPANY	
	INSURER C : SCOTTSDALE INSURANCE COMPANY	
	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		
C	GENERAL LIABILITY [X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [ ] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [ ] PRO-JECT [ ] LOC			CPS2003659	04/21/2014	04/21/2015	EACH OCCURRENCE	$	1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$	100,000
							MED EXP (Any one person)	$	5,000
							PERSONAL & ADV INJURY	$	1,000,000
							GENERAL AGGREGATE	$	2,000,000
							PRODUCTS - COMP/OP AGG	$	
								$	
A	AUTOMOBILE LIABILITY [X] ANY AUTO [ ] ALL OWNED AUTOS [ ] SCHEDULED AUTOS [ ] HIRED AUTOS [ ] NON-OWNED AUTOS			03629123-0	03/26/2015	03/26/2016	COMBINED SINGLE LIMIT (Ea accident)	$	500,000
							BODILY INJURY (Per person)	$	500,000
							BODILY INJURY (Per accident)	$	500,000
							PROPERTY DAMAGE (Per accident)	$	
								$	
	[ ] UMBRELLA LIAB [ ] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $						EACH OCCURRENCE	$	
							AGGREGATE	$	
								$	
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y / N [ ] N / A If yes, describe under DESCRIPTION OF OPERATIONS below			TSF-0001275809	08/31/2014	08/31/2015	[ ] WC STATU-TORY LIMITS [ ] OTH-ER		
							E.L. EACH ACCIDENT	$	100,000
							E.L. DISEASE - EA EMPLOYEE	$	100,000
							E.L. DISEASE - POLICY LIMIT	$	500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

CERTIFICATE HOLDER

COUNTY OF HIDALGO
2802 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

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AI-50182 **Purchasing Department** **22. D. 2.**

CC - REGULAR

Meeting Date: 06/23/2015

Submitted For: Jesse Ozuna, COMM. PCT. #4

Submitted By: Moises Salazar, PURCHASING DEPT.

Department: COMM. PCT. #4

Information

CAPTION

Acceptance and approval of Change Order No. 7 for additional 14 days due to adverse weather for Contract No. C-14-067-06-03 with JCon Construction, LLC as reviewed/approved by project architect of record, Mata-Garcia Architects, LLP for: Hidalgo County Precinct No. 4 -"Construction of the Linn-San Manuel Emergency Services Facilities" with authority for County Judge, or Court Member to execute document.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2015 ACCT. #: 5-1301-419-40-124-136-0-730

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

BUDGETARY IMPACT:

PO#712761

Change order has no fiscal impact.

Attachments

Change Order No. 7 -Linn San Manuel Emergency Svcs Facility

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	06/18/2015 05:09 PM
Budget & Management	Veronica Ortiz	06/18/2015 06:13 PM
Manuel Chapa	Manuel Chapa	06/19/2015 03:12 PM
Auditor's Office	Monica Badillo	06/19/2015 05:54 PM
Form Started By: Moises Salazar		Started On: 06/18/2015 10:51 AM
Final Approval Date: 06/19/2015		

MATA garcia ARCHITECTS L.L.P.

ARCHITECTURE

PROJECT MANAGEMENT

INTERIOR DESIGN

June 17, 2015

Ms. Maria "Lulu" Lucio
Mr. Jesse Ozuna, Chief Administrator
Hidalgo County Precinct 4
1051 North Doolittle Road
Edinburg, Texas 78542

Hidalgo County – Precinct 4 – Linn-San Manuel Emergency Services Facility

Ms. Lucio / Mr. Ozuna:

We enclose the following:

- Revised Change Order No. 7

If you have any questions, feel free to call.

Thanks,

Hector Rene Garcia
Architect / Partner

AIA® Document G701™ – 2001

Change Order

PROJECT *(Name and address)*:	**CHANGE ORDER NUMBER:** 007	OWNER: ☒
Hidalgo County Pct. No. 4 Linn-San Manuel Emergency Services Facility Linn - San Manuel Texas	**DATE:** June 10, 2015	ARCHITECT: ☒
		CONTRACTOR: ☒
TO CONTRACTOR *(Name and address):*	**ARCHITECT'S PROJECT NUMBER:** 201310	FIELD: ☐
JCon Construction Co. 604 Palmview Dr. Mission, Tx. 78572	**CONTRACT DATE:** August 05, 2014 **CONTRACT FOR:** General Construction	OTHER: ☐

THE CONTRACT IS CHANGED AS FOLLOWS:
(Include, where applicable, any undisputed amount attributable to previously executed Construction Change Directives)
Request for fourteen (14) additional rain and dry-out days for the month of May. Days requested are May 12, 13, 14, 15, 16, 17, 18, 22, 24, 25, 26, 27, 30 and 31. Refer to attachment.

The original Contract Sum was	$	1,350,000.00
The net change by previously authorized Change Orders	$	3,010.20
The Contract Sum prior to this Change Order was	$	1,353,010.20
The Contract Sum will be unchanged by this Change Order in the amount of	$	
The new Contract Sum including this Change Order will be	$	1,353,010.20

The Contract Time will be increased by Fourteen (14) days.
The date of Substantial Completion as of the date of this Change Order therefore is July 5, 2015

NOTE: This Change Order does not include changes in the Contract Sum, Contract Time or Guaranteed Maximum Price which have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.

NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND OWNER.

Mata+Garcia Architects LLP **ARCHITECT** *(Firm name)*	JCon Construction Co. **CONTRACTOR** *(Firm name)*	County of Hidalgo, Pct. 4 **OWNER** *(Firm name)*
1314 Ivy Ave. McAllen, Texas 78501 **ADDRESS**	604 Palmview Dr. Mission, Tx. 78572 **ADDRESS**	1015 N. Doolittle Rd Edinburg, Tx. 78543 **ADDRESS**
BY *(Signature)*	**BY** *(Signature)*	**BY** *(Signature)*
Hector Rene Garcia *(Typed name)*	J. J. Pena *(Typed name)*	*(Typed name)*
June 10, 2015 **DATE**	June 10, 2015 **DATE**	**DATE**

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User Notes: (878266739)

AI-50228 **Purchasing Department** **22. E. 1.**

CC - REGULAR

Meeting Date: 06/23/2015

Submitted For: Joe Espinoza, CONSTABLE PCT. #1

Submitted By: Oscar Garza, PURCHASING DEPT.

Department: CONSTABLE PCT. #1

Information

CAPTION

Constable Pct. #1 Requesting authorization and approval to purchase One (1) New or Newer 2015 Chevrolet 1500 4x4 Crewcab's through the County's membership/participation with Buyboard's awarded vendor, Country Caldwell Chevrolet/Ford (Contract #430-13) in the amount of $29,430.00 which includes delivery and a one time Buyboard fee of $400.00. (Project #2015-226-OGG)

BACKGROUND

Proposed project is to be purchase through Stone Garden Funds

Fiscal Impact

FISCAL YEAR: 2015 **ACCT. #:** 5-1284-421-00-291-047-7-752

FUNDS AVAILABLE Y/N?: YES **MATCHING FUNDS Y/N?:** NO

BUDGETARY IMPACT:

Stone Garden Funds Acct# 5-1284-421-00-291-047-7-752 has been appropriated for proposed purchase as per Mr. Espinoza.

Attachments

Final PV backup

Request Form

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	06/19/2015 02:49 PM
Budget & Management	Veronica Ortiz	06/19/2015 02:52 PM
Glinda Pacheco	Glinda Pacheco	06/19/2015 04:26 PM
Auditor's Office	Monica Badillo	06/19/2015 05:55 PM
Form Started By: Oscar Garza		Started On: 06/19/2015 01:29 PM
Final Approval Date: 06/19/2015		

CONSTABLE PCT #1
(1) NEW 2015 CHEVROLET 1500 CREWCAB 4X4

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 Chevrolet[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 Chevrolet
Address:	P. O. Box 27
	Caldwell, TX 77836
Phone Number:	(979) 567-6116
Email:	aknapp@caldwellcountry.com
Website:	http://www.caldwellcountry.com
Federal ID:	14-1856872
Contact:	Averyt Knapp
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 10:50 am, Jun 15, 2015

FINAL

APPROVED
By Rudy Salinas at 9:57 am, Jun 19, 2015

Contract Documents

Proposal Documents:	**Click to view BuyBoard Proposal Documents**
Regulatory Notice:	**Click to view Bonding Regulatory Notice**

CALDWELL COUNTRY FORD-CHEVROLET

800 HWY 21 E. CALDWELL, TEXAS 77836

BUYBOARD 430-13

End User: HIDLAGO COUNTY CONSTABLE PCT 1 **Caldwell Rep:** ALAN WILEY 254 865-9112

Contact: CHIEF DEPUTY JOE F. ESPINOSA **Date:** 10-Jun-15

Product Description: CHEVROLET 1500 PICKUP

A. Bid Series: 24 **A. Base Price:** $ 18,775.00

B. Published Options [Itemize each below]

Code	Options	Bid Price	Code	Options	Bid Price
CK	2015 CREW CAB 4X4	$ 6,586.00	PCR	CONVENIENCE PACKAGE	$ 304.00
15543	SHORT BED PICKUP TRUCK	INCL		POWER MIRRORS	INCL
	TILT/CRUISE	INCL		REMOTE KEYLESS ENTRY	INCL
	POWER WINDOWS-LOCKS	INCL	NQH	4X4 SHIFT ON THE FLY	$ 190.00
	6-SPEED AUTOMATIC	INCL	5W4	SPECIAL SERVICE PACKAGE	$ 1,525.00
	AM-FM RADIO	INCL		5.3L V8 GAS	INCL
	CLOTH 40-20-40 SEAT	INCL		170 AMP ALT & HD BATTERY	INCL
	RUBBER FLOOR	INCL		CLOTH BUCKETS FRONT	INCL
	AIR CONDITIONING	INCL		NO CENTER CONSOLE	INCL
UVC	REAR VISION CAMERA	$ 190.00		REAR VINYL SEAT	INCL
9G8	INOP DAYTIME RUNNING	$ 9.00		110 VOLT AC OUTLET	INCL
	LIGHTS		Z82	TRAILER TOW PACKAGE	$ 356.00
			FHS	FLEX FUEL E85 ENGINE	$ 95.00

Total of B. Published Options: $ 9,255.00

C. Unpublished Options [Itemize each below, not to exceed 25%] $= 0.0 %

Options	Bid Price	Options	Bid Price
PLEASE FAX PURCHASE ORDERS TO	NOTE	DELIVER TO CONSTABLE PCT 1	
254 865-9118		1900 JOE STEPHENS	
alan@caldwellcountry.com	E-MAIL	WESLACO, TEXAS	
		ESTIMATED DELIVERY IN 90-120 DAYS	NOTE
		WHITE	COLOR

Total of C. Unpublished Options: $ -

D. Contract Price Adjustment: _____

E. Delivery Charges: 354 miles @ 2.85 per mile $ 1,000.00

F. Total of A + B + C + D + E = F $ 29,030.00

G. Quantity Ordered 1 **x F =** $ 29,030.00

H. BUYBOARD FEE PER PURCHASE ORDER $ 400.00

I. Non-Equip Charges & Credits _____

J. TOTAL PURCHASE PRICE $ 29,430.00

BB PRICE VERIFICATION

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
Caldwell Country Chevrolet[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: 18

Vendor	Description	Pricing Sheet	Price
Caldwell Country Chevrolet	Chevrolet Silverado 1500 Full Size Pickup (CC10703). 1/2 tone, Regular Cab, 2WD complete with all manufacturer's standard equipment. Line Item 24	N/A	$18,775.00

Extended Product Information

Reference Number: 430-13

Part Number: CC10703

Unit Measure: EA

Vendor Website: http://www.caldwellcountry.com

Full Description: Chevrolet Silverado 1500 Full Size Pickup (CC10703). 1/2 tone, Regular Cab, 2WD complete with all ma standard equipment. Line Item 24

Caldwell Country Chevrolet	Chevrolet Malibu LS (1GB69) Mid Size Sedan. Chevrolet Malibu LS model complete with all manufacturer's standard equipment. Line Item 17	N/A	$18,820.00

Showing 1 to 2 of 2 entries (filtered from 31 total entries)

First | Previous | 1 | Next | Last

Contact us 800-695-2919

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
21	Chevrolet Tahoe (CC10706-1FL)	Sport Utility	**Chevrolet Tahoe (CC10706-1FL) Sport Utility --** Chevrolet Tahoe 2WD Model complete with all manufacturer's standard equipment	$28,176.00	2014 TAHOE SUV	Attached separate sheet with upgrade options to include all manufacturer options including alternative fuel choice equipment (CNG, LPG, Hybrid, etc.)
22	Chevrolet Suburban (CC15906-1FL)	Sport Utility	**Chevrolet Suburban (CC15906-1FL) Sport Utility --** Chevrolet Suburban 2WD 1/2 ton Model complete with all manufacturer's standard equipment	$31,525.00	2014 SUBURBAN	Attached separate sheet with upgrade options to include all manufacturer options including alternative fuel choice equipment (CNG, LPG, Hybrid, etc.)
23	Chevrolet Colorado Pickup (CS15653)	Extended Cab Pickup	**Chevrolet Colorado Extended Cab (CS15653) Pickup --** Extended cab, 2WD, complete with all manufacturer's standard equipment	$23,717.00		Attached separate sheet with upgrade options to include all manufacturer options including alternative fuel choice equipment (CNG, LPG, Hybrid, etc.)
24 ✓	Chevrolet Silverado 1500 Pickup (CC10703)	Full Size Pickup, 1/2 ton, Regular cab	**Chevrolet Silverado 1500 Full Size (CC10703) Pickup --** 1/2 ton, Regular Cab, 2WD complete with all manufacturer's standard equipment	$17,445.00	2014 1500 REGULAR CAB	Attached separate sheet with upgrade options to include all manufacturer options including alternative fuel choice equipment (CNG, LPG, Hybrid, etc.)
25	Chevrolet Silverado 2500HD Pickup (CC25903)	Full Size Pickup, 3/4 ton, Regular Cab	**Chevrolet Silverado 2500HD Full Size (CC25903) Pickup--** 3/4 ton, Heavy Duty Regular Cab, 2WD complete with all manufacturer's standard equipment	$20,340.00	2014 2500HD REGULAR CAB	Attached separate sheet with upgrade options to include all manufacturer options including alternative fuel choice equipment (CNG, LPG, Hybrid, etc.)
26	Chevrolet Silverado 3500HD Pickup (CC35903)	Full Size Pickup, 1 ton, Regular Cab	**Chevrolet Silverado 3500HD Full Size (CC35903) Pickup--** 1 ton, Regular Cab, 2WD complete with all manufacturer's standard equipment	$21,946.00	2014 3500HD REGULAR CAB	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.

Base Model

Prepared By:
administrator
Caldwell Country
PO Box 27
Caldwell, TX 77836
Email: mwiley@caldwellcountry.com

2015 Fleet/Non-Retail Chevrolet Silverado 1500 2WD Reg Cab 119.0" Work

WINDOW STICKER

2015 Chevrolet Silverado 1500 2WD Reg Cab 119.0" Work Truck
4.3L/262 CID Gas/Ethanol V6
* 6-Speed Automatic

Interior: - Dark Ash with Jet Black Interior Acc
Exterior 1: - Summit White
Exterior 2: - No color has been selected.

CODE	MODEL	MSRP
CC15703	2015 Chevrolet Silverado 1500 2WD Reg Cab 119.0" Work Truck	$26,105.00
	OPTIONS	
FE9	EMISSIONS, FEDERAL REQUIREMENTS	$0.00
LV3	ENGINE, 4.3L FLEXFUEL ECOTEC3 V6 WITH ACTIVE FUEL MANAGEMENT, DI	$0.00
MYC	TRANSMISSION, 6-SPEED AUTOMATIC, ELECTRONICALLY CONTROLLED	$0.00
C7K	GVWR, 6500 LBS. (2948 KG)	$0.00
GU5	REAR AXLE, 3.23 RATIO	$0.00
1WT	1WT PREFERRED EQUIPMENT GROUP	$0.00
RBZ	TIRES, P255/70R17 ALL-SEASON, BLACKWALL	$0.00
ZY1	PAINT, SOLID	$0.00
GAZ	SUMMIT WHITE	$0.00
AE7	SEATS, FRONT 40/20/40 SPLIT-BENCH, 3-PASSENGER, DRIVER AND FRONT	$0.00
H2Q	DARK ASH WITH JET BLACK INTERIOR ACCENTS, VINYL SEAT TRIM	$0.00
IO3	AUDIO SYSTEM, 4.2" DIAGONAL COLOR DISPLAY, AM/FM STEREO WITH USB	$0.00
FHS	E85 FLEXFUEL CAPABLE OF RUNNING ON UNLEADED OR UP TO 85% ETHA	$0.00
	SUBTOTAL	$26,105.00

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: 366.0, Data updated 12/24/2014
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Customer File:

December 30, 2014 1:17:38 PM

Prepared By:
administrator
Caldwell Country
PO Box 27
Caldwell, TX 77836
Email: mwilley@caldwellcountry.com

2015 Fleet/Non-Retail Chevrolet Silverado 1500 2WD Reg Cab 119.0" Work

WINDOW STICKER

Advert/Adjustments	$0.00
Destination Charge	$1,195.00
TOTAL PRICE	**$27,300.00**

Est City: 18.00 mpg
Est Highway: 24.00 mpg
Est Highway Cruising Range: 624.00 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: 366.0, Data updated 12/24/2014
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Prepared By:
administrator
Alan Wiley
P.O. Box 27
Caldwell, TX 77836
Phone: (254) 865-9112
Fax: (254) 865-9118
Email: alan@caldwellcountry.com

2015 Fleet/Non-Retail Chevrolet Silverado 1500 4WD Crew Cab 143.5" Wor

WINDOW STICKER

2015 Chevrolet Silverado 1500 4WD Crew Cab 143.5" Work Truck	Interior: - Dark Ash with Jet Black Interior Acc
* 5.3L/325 CID * Gas/Ethanol V8	Exterior 1: - Summit White
* 6-Speed Automatic	Exterior 2: - No color has been selected.

CODE	MODEL	MSRP
CK15543	2015 Chevrolet Silverado 1500 4WD Crew Cab 143.5" Work Truck	$37,380.00
CC15703	2015 CHEVROLET SILVERADO 1500 2WD REG CAB	26,105.00
	MSRP Difference	11,275.00
	OPTIONS	
FE9	EMISSIONS, FEDERAL REQUIREMENTS	$0.00
L83	ENGINE, 5.3L ECOTEC3 V8 WITH ACTIVE FUEL MANAGEMENT, DIRECT INJE	INC
MYC	TRANSMISSION, 6-SPEED AUTOMATIC, ELECTRONICALLY CONTROLLED	$0.00
C5Z	GVWR, 7200 LBS. (3266 KG)	INC
GU4	REAR AXLE, 3.08 RATIO	INC
1WT	1WT PREFERRED EQUIPMENT GROUP	$0.00
RBZ	TIRES, P255/70R17 ALL-SEASON, BLACKWALL	$0.00
ZY1	PAINT, SOLID	$0.00
GAZ	SUMMIT WHITE	$0.00
AE7	SEATS, FRONT 40/20/40 SPLIT-BENCH, 3-PASSENGER, DRIVER AND FRONT	$0.00
H2R	DARK ASH WITH JET BLACK INTERIOR ACCENTS, CLOTH SEAT TRIM	$0.00
IO3	AUDIO SYSTEM, 4.2" DIAGONAL COLOR DISPLAY, AM/FM STEREO WITH USB	$0.00
PCR	WT FLEET CONVENIENCE PACKAGE	$320.00 ✓
5W4	SPECIAL SERVICE PACKAGE	$1,790.00 ✓
Z82	TRAILERING PACKAGE	$375.00 ✓
FHS	E85 FLEXFUEL CAPABLE OF RUNNING ON UNLEADED OR UP TO 85% ETHA	$100.00 ✓
NQH	TRANSFER CASE, ELECTRONIC AUTOTRAC WITH ROTARY DIAL CONTROL	$200.00 ✓
KNP	COOLING, AUXILIARY EXTERNAL TRANSMISSION OIL COOLER	INC
K47	AIR CLEANER, HIGH-CAPACITY	INC
____	BATTERY, HEAVY-DUTY 720 COLD-CRANKING AMPS/80 AMP-HR, MAINTENA	INC

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: 370.0, Data updated 1/20/2015
©Copyright 1986-2005 Chrome Systems Corporation. All rights reserved.

Customer File:

Prepared By:
administrator
Alan Wiley
P.O. Box 27
Caldwell, TX 77836
Phone: (254) 865-9112
Fax: (254) 865-9118
Email: alan@caldwellcountry.com

2015 Fleet/Non-Retail Chevrolet Silverado 1500 4WD Crew Cab 143.5" Wor

WINDOW STICKER

K4D	BATTERY, 730 COLD-CRANKING AMPS	INC
KW7	ALTERNATOR, 170 AMP	INC
DL8	MIRRORS, OUTSIDE HEATED POWER-ADJUSTABLE	INC
AQQ	REMOTE KEYLESS ENTRY, WITH 2 TRANSMITTERS	INC
KI4	POWER OUTLET, 110-VOLT AC	INC
UVC	REAR VISION CAMERA WITH DYNAMIC GUIDE LINES	$200.00
VQ3	FLEET PROCESSING OPTION	$0.00
	SPECIAL EQUIPMENT OPTIONS	
9U3	SEATS, DRIVER AND PASSENGER FRONT INDIVIDUAL SEATS IN CLOTH TRI	$0.00
5T6	SEATS, 2ND ROW VINYL WITH FRONT CLOTH SEATS	$0.00
9G8	DAYTIME RUNNING LAMPS AND AUTOMATIC HEADLAMP CONTROL DELETE	$10.00
	SUBTOTAL	**$40,375.00**
	Advert/Adjustments	$0.00
	Destination Charge	$1,195.00
	TOTAL PRICE	**$41,570.00**

Est City: * 16.00 mpg
Est Highway: 22.00 mpg
Est Highway Cruising Range: 572.00 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: 370.0, Data updated 1/20/2015
©Copyright 1986-2005 Chrome Systems Corporation. All rights reserved.
Customer File:

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
38	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.)
39	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.)
40	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.)
41	Extended Warranty	Discount (%) Off Extended Service Maintenance Agreements	Discount (%) Off Extended Service Maintenance Agreements	%		Attached separate sheet with upgrade options to include all manufacturer options including alternative fuel choice equipment (CNG, LPG, Hybrid, etc.)
DELIVERY FEES AND LABOR RATE FOR REPAIR/SERVICE OF VEHICLES						
42	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.)
43	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 11:12 am, Jun 15, 2015

Hidalgo County Purchasing Department
Purchasing Request Form

In order to assist the Purchasing Department in the procurement process, please complete this form with all the pertinent information and return to the Purchasing Department in person, via facsimile to (956) 318-2629 or 292-7612 or email to: darlene.betancourt@co.hidalgo.tx.us or oscarg.garza@co.hidalgo.tx.us **(Requests will be processed on a first come, first basis)**

Request Date: 06/11/2015	
Department: Hidalgo County Constable Pct. 1	
Name of Approving Elected Official/Department Head/Supervisor: Celestino Avila Jr.	
Point of Contact: Joe F. Espinosa	Contact Phone Number: 956-447-3775 Contact Fax Number: 956-447-8614
Contact E-Mail joe.espinosa@co.hidalgo.tx.us	
Budget Account Number: 5-1284-421-00-291-047-7-581	
Signature of Approving Elected Official/Department Head/Supervisor:	
Estimated Date Goods/Services are required: 90-120 days	

Goods/Services Description: (Please provide detailed information (specifications)of the Goods/Services being requested) use additional sheets if required.

White 2015 Chevrolet crew cab 4x4 , convenience package, 4x4 on the fly, Special service package, Trailer tow package, Flex Fuel E85 Engine, rear vision camera, inop daytime running lights.

FOR PURCHASING DEPARTMENT OFFICE USE: To be completed by the Purchasing Department

Procurement Manager Notes:	
Assigned to Buyer:	
Date Assigned:	
Project Type:	
Project Number:	
Notified Department on:	

Special Instructions by Procurement Manager:

AI-50049 **Purchasing Department** **22. E. 2.**

CC - REGULAR

Meeting Date: 06/23/2015

Submitted By: Tanya Delira,
PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

Constable Pct. 2

1. Authorization and approval to purchase through the State of Texas Surplus Property Program under Chapter 2175.001 of the Texas Local Government Code and Sec. 262.024 (9)c:
One (1) 2009 Chevy Tahoe Vin # 1GNEC03019R248864 in the amount of $9,500.00 thru requisition 278464.

2. Authorization for Purchasing Department to issue a purchase order and County Treasurer's to issue a check made payable to Texas Facilities Commission Department of Public Safety after County Auditor's review

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2015 ACCT. #: 5-1284-421-00-292-047-7-752

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

BUDGETARY IMPACT:

Funds available through Req#278464.

Attachments

Texas Facilites Commission

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	06/08/2015 05:16 PM
Glinda Pacheco	Glinda Pacheco	06/15/2015 01:13 PM
Auditor's Office	Monica Badillo	06/19/2015 05:54 PM
Form Started By: Tanya Delira		Started On: 06/08/2015 01:46 PM
Final Approval Date: 06/19/2015		

Requisition

Req # 00278464

PO #

Date: 06/08/15

Bill To: x
x

Vendor : 422797

TEXAS FACILITIES COMMISSION
ATTN: ACCOUNTS RECEIVABLE
P.O. BOX 13047
AUSTIN TX 78711-3047
FAX (512)236-6177

Ship To: HIDALGO CO. CONSTABLE PCT 2
300 W HALL ACRES, SUITE E
PHARR TX 78577

Contact: **Rdelacruz**
956-784-3510

Contract No:

Special Instructions:

QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
		APPROVED THRU C.C. 06/02/2015		
		FOR THE PURCHASE OF A VEHICLE FOR OUR DEPARTMENT 2009 CHEVY TAHOE VIN# 1GNEC03019R248864 DO NOT DUPLICATE ORDER		
1.00	EACH	A382140504 C09-6658 CHEVY TAHOE VIN#1GNEC03019R248864	9,500.00	9,500.00
		Account No	Encumbrance	
		5-1284-421-00-292-047-7-752	9,500.00	
			Freight	.00
			Total	9,500.00
		REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233		

Authorized By: _____

Texas Facilities Commission
Attn: Accounts Receivable
P.O. Box 13047
Austin, TX 78711-3047

Payee ID Number
33033033037000

Recurring Trans Index / RTI
303311

PURCHASE QUOTE
STATE SURPLUS PROPERTY PROGRAM

BUYER: Hidalgo County Constable Pct. 2

Invoice No: 233
Date: 06/03/2015

SLEG #	Unit #	Description	VIN#	Qty	Unit Cost	Law Enforcement Discount
A382140504	C09-6658	CHEVY TAHOE	1GNEC03019R248864	1	$9,500.00	$ 9,500.00
					Subtotal	$ 9,500.00
					Sales Tax	$ -
		Units Total		**1**	**Total**	**$ 9,500.00**

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

Printed Name

Signature

Req # 2784c4

AI-50061 **Purchasing Department** **22. F. 1.**

CC - REGULAR

Meeting Date: 06/23/2015

Submitted For: Yolanda Velasquez, PURCHASING DEPT.

Submitted By: Yolanda Velasquez, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

Acceptance and approval of the final negotiated contract with both the Universities of:
a. Texas Health Sciences Center San Antonio (UTHSCSA); and,
b. Texas Pan American (UTPA)
in connection with RFQ 2015-021 for: The provision screening, evaluation and related services at the John Austin Peña Primary Care and Substance Abuse Treatment Facility.

BACKGROUND

1. Six [6] packets requested and distributed;
2. Two [2] responses submitted timely;

Fiscal Impact

FISCAL YEAR: **ACCT. #:**

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

BUDGETARY IMPACT:

Under the terms and conditions of these agreements there is NO FISCAL IMPACT to Hidalgo County.

Attachments

C-15-021A-06-23-UTPA
C-15-021-06-23-UTHSCSA
uthscsa-legals okay
utpa legals okay
insurance
Acceptance-Participation Sheets

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	06/17/2015 10:55 AM
Budget & Management	Veronica Ortiz	06/17/2015 11:56 AM
Manuel Chapa	Manuel Chapa	06/19/2015 04:51 PM
Auditor's Office	Monica Badillo	06/19/2015 05:54 PM

Form Started By: Yolanda Velasquez Started On: 06/09/2015 02:32 PM

Final Approval Date: 06/19/2015

AGREEMENT BETWEEN THE UNIVERSITY OF TEXAS PAN AMERICAN AND HIDALGO COUNTY
C-15-021A-06-23

This Agreement effective on **June 23, 2015** ("Effective Date"), is between The University of Texas Pan American (UTPA) and Hidalgo County acting by and through the Hidalgo County Health Department ("Hidalgo County") as the operator of the John Austin Peña Primary Care and Substance Abuse Treatment Facility at 3341 E. Richardson Rd., Edinburg, TX 78542 ("Hidalgo County" or "Facility") (collectively, the "Parties").

WHEREAS, UTPA is an institution of higher education as defined by Texas Education Code Section 61.003(8) and is located in Hidalgo County, Texas;

WHEREAS, Hidalgo County is a county in the State of Texas**;**

WHEREAS, UTPA shall administer and perform the duties and obligations of this Agreement until The University of Texas Rio Grande Valley ("UTRGV") is fully operational and expressly assumes the duties and obligations of this Agreement by written instrument on or about September 1, 2015;

WHEREAS, UTPA and UTRGV (collectively the "UT Institutions") with the Hidalgo County Health & Human Services Department shall provide integrated care to patients by Nursing, Physician Assistant, Social Work, Occupational Therapy, Communication Sciences and Disorders, Rehabilitation Counseling, Dietetics, Pharmacy and Clinical Laboratory Services students to develop treatment goals, educate, and provide services to the patients at Facility;

WHEREAS, the goal of this combination is to improve access to treatment for adolescents with mental illness, appetitive drive disorders, and concurrent medical issues, also known as triple diagnosis; and promote the rational utilization of scarce specialty resources for the most complex and high-risk adolescent population, as well as provide a guided practical and educational experience for the students and/or residents of the various health related UTPA programs;

WHEREAS, the intent is to provide integrated care that improves the mental health outcomes of high-risk, high-acuity children and adolescents;

WHEREAS, the Parties recognize the need for improved and expanded combined medical, mental health and addiction services like those provided for the citizens of Hidalgo County;

NOW THEREFORE, in consideration of the mutual promises contained herein, the Parties agree to collaborate for the provision of the described healthcare services as follows:

1) Program

a. Facility agrees that use of the Facility will be provided without cost to the UT Institutions for the purpose of providing integrated care to certain Hidalgo County patients.

b. The UT Institutions agree that they will abide by the terms of the RFQ, provide the services described by the RFQ, and be responsible for the activities of the faculty, residents, and students providing services or participating in training at the Facility under the RFQ.

c. Facility and the UT Institution representatives will design an educational experience with regard to the Program for residents and students utilizing the personnel, equipment, and facilities of Facility.

d. The number of residents and students receiving clinical training at the Facility will be determined by the UT Institutions, with due consideration given to the Facility patients or clients available for participation in the Program.

2) **The UT Institutions' Obligations:** The UT Institutions and their students and/or personnel, where appropriate, shall:

a. Assure that residents or students selected for participation in Program have satisfactorily completed all portions of the applicable curriculum that are a prerequisite for participation in the Program.

b. Inform all faculty, residents, students, and other UT personnel participating in the Program that they are required to comply with the rules and regulations of Facility while on premises of Facility and to comply with the requirements of federal and state laws and regulations regarding the confidentiality of information in records maintained by Facility.

c. Provide evidence that UT Institution personnel assigned to the Facility have such licenses, permits or certificates as may be required by law and requested by the Facility.

d. Follow Facility policies regarding authorization for access to confidential information and review of medical records.

3) **Facility Obligations:** Facility and its personnel, where appropriate, shall:

a. Assign appropriate space on Facility premises for offices, lectures, and other non-experience-related activities of the Program.

b. Provide desk, computer, internet connection, and phone connections..

c. Assist the UT Institutions, as appropriate, with regulatory requirements related to the Facility.

.

4) **General Provisions**

a. **Term**. This Agreement shall commence on June 23, 2015 and terminate on June 24, 2016. Hidalgo County reserves the right to extend the contract for two (2) one (1) year terms, and contract may be extended at the sole discretion of the County for an additional sixty (60) day grace period at the end of the contract term for unforeseen dely in award on new bid for next contract.

b. **Potential Assignment**. When UTRGV becomes fully operational on or about September 1, 2015, UTPA **s**hall transfer the RFQ, to UTRGV and Facility agrees that this Agreement

may be assigned to UTRGV. In that event, all references to UTPA shall be applicable only to UTRGV.

c. **Independent Contractors**. Under no circumstances shall any resident, student or UT Institutions' personnel be considered an agent or employee of Facility; they will be considered to be on the premises for the purpose of participating in the Program. Facility has no authority to dismiss UT Institutions' personnel, residents, or students. However, Facility may make recommendations to and shall retain its full power to control the practice and operations of the Facility.

d. **Entire Agreement**. This Agreement constitutes the entire agreement between the Parties with respect to the subject matter and no prior or contemporaneous agreements, written or oral, will be effective to vary the terms of those Agreements. No amendment to this Agreement shall be effective unless reduced to writing and signed by an authorized representative of each Party.

e. **Compliance**. The Parties will comply with applicable federal, state, and local laws, ordinances, and regulations in the performance of this Agreement including applicable safety regulations.

f. **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.

g. **Notice.** Except as my 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 noticed delivered in accordance herewith:

If to County:	Ramon Garcia Hidalgo County Judge 302 W. University Drive Edinburg, Texas 78539
With a copy to:	Eduardo Olivarez Chief Administrative Officer Department of Health Hidalgo County Courthouse 100 N. Closner Edinburg, Texas 78539
If to UTRGV:	Sadiq Shah Vice Provost of Research & Sponsored Projects 1201 W. University Dr. Edinburg, Texas 78539
With a copy to:	Martin Baylor

UTPA Vice President for Business Affairs
1201 W University Dr.
Student Services Building, 5.104
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.

h. Controlling Law. 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.

i. Additional Documents. The parties hereto covenant and agree that they will execute each 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.

j. 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.

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

l. **Performance of Governmental Functions.** 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.

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

THE UNIVERSITY OF TEXAS PAN AMERICAN

By: _____

By: _____

HIDALGO COUNTY, TEXAS

By: _____
Ramon Garcia, County Judge

ATTEST:
County Clerk

By: _____
Arturo Guajardo Jr.

Approve as to form:

Atlas, Hall & Rodriguez LLP

By: _____
Stephen L. Crain

Date:_____

Hidalgo County Purchasing Department
2812 S. Business Highway 281
New Administration Building
Edinburg, Texas 78539
(956) 318-2626/ Fax: (956) 318-2629

January 26, 2015

Re: **Addendum No. 2**

RFQ No: **2015-021-01-14-YZV**

Hidalgo County –**"Substance Abuse Treatment & Primary Care Services for Adolescents"**

Dear Bidder:

Attached you will find **ADDENDUM NO. 2,** in connection with **"HIDALGO COUNTY"** Request for Qualifications for **"Substance Abuse Treatment & Primary Care Services for Adolescents"**.

Please add this **ADDENDUM NO. 2** to your procurement packet, to permit your company to submit a complete packet. See original packet LEGAL NOTICE page 3 paragraph 9.

Acknowledge receipt of ADDENDUM NO. 2 by signing and returning this notice to us VIA FAX AT (956) 318-2629 or VIA E-MAIL TO: yolanda.velasquez@co.hidalgo.tx.us

If you do not receive all pages of **ADDENDUM NO. 2** please notify us immediately at (956) 318-2626 x-4881.

Please be advised that this **ADDENDUM NO. 2** will complete your RFQ packet for ***Hidalgo County*** –**"Substance Abuse Treatment & Primary Care Services for Adolescents"**

Thank you for your prompt attention to this matter.

Martha L. Salazar, CPPB
Hidalgo County Purchasing Agent

BY: _____
ADDENDUM NO 2
ACKNOWLEDEMENT OF RECEIPT

_____
Print Name

MLS/yzv
Enclosures

ADDENDUM NO. 2

January 26, 2015

RFQ No. 2015-021-01-14-YZV

Hidalgo County

"Substance Abuse Treatment & Primary Care Services for Adolescents"

PLEASE NOTE THE FOLLOWING CHANGES:

RFQ Acceptance Date~~: WEDNESDAY, JANUARY 14, 2015@ 9:30A.M.~~

1. ~~RFQ ACCEPTANCE DATE HAS BEEN CHANGED TO: Wednesday, January 28, 2015 @9:30 A.M (Addendum 1)~~

2. **RFQ ACCEPTANCE HAS HAS BEEN CHANGED TO: WEDNESDAY, FEBRUARY 11, 2015 @ 9:30 A.M.**

Please add this Addendum No 2 to your Statement of Qualifications (RFQ) so as to permit your company to submit a complete packet.

I, _____, acknowledge receipt of ADDENDUM NO. 2 dated, January 26, 2015 ***RFQ NO.:2015-021-01-14-YZV- Hidalgo County -***"**"Substance Abuse Treatment & Primary Care Services for Adolescents"**

_____ _____

Printed Name Date

NOTE: PLEASE SUBMIT THIS ADDENDUM WITH YOUR PACKET IN ORDER TO COMPLETE YOUR RFQ PACKET.

Hidalgo County Purchasing Department
2812 S. Business Highway 281
New Administration Building
Edinburg, Texas 78539
(956) 318-2626/ Fax: (956) 318-2629

January 07, 2015

Re: **Addendum No. 1**

RFQ No: **2015-021-01-14-YZV**

Hidalgo County –**"Substance Abuse Treatment & Primary Care Services for Adolescents"**

Dear Bidder:

Attached you will find **ADDENDUM NO. 1,** in connection with **"HIDALGO COUNTY"** Request for Qualifications for **"Substance Abuse Treatment & Primary Care Services for Adolescents"**

Please add this **ADDENDUM NO. 1** to your procurement packet, to permit your company to submit a complete packet. See original packet LEGAL NOTICE page 3 paragraph 9.

Acknowledge receipt of ADDENDUM NO. 1 by signing and returning this notice to us VIA FAX AT (956) 318-2629 or VIA E-MAIL TO: yolanda.velasquez@co.hidalgo.tx.us

If you do not receive all pages of **ADDENDUM NO. 1** please notify us immediately at (956) 318-2626 x-4881.

Please be advised that this **ADDENDUM NO. 1** will complete your RFQ packet for ***Hidalgo County*** –**"Substance Abuse Treatment & Primary Care Services for Adolescents"**

Thank you for your prompt attention to this matter.

Martha L. Salazar, CPPB
Hidalgo County Purchasing Agent

BY: _____
ADDENDUM NO 1
ACKNOWLEDEMENT OF RECEIPT

_____
Print Name

MLS/yzv
Enclosures

ADDENDUM NO. 1

January 07, 2015

RFQ No. 2015-021-01-14-YZV

Hidalgo County

"Substance Abuse Treatment & Primary Care Services for Adolescents"

PLEASE NOTE THE FOLLOWING CHANGES:

RFQ Acceptance Date~~: WEDNESDAY, JANUARY 14, 2015@ 9:30A.M.~~

1. RFQ ACCEPTANCE DATE HAS BEEN CHANGED TO: **Wednesday, January 28, 2015 @9:30 A.M**
2. WRITTEN QUESTIONS have been changed to: **Wednesday, January 21, 2015 by 5:00pm**
3. RESPONSES TO QUESTIONS will be emailed by: **Friday, January 23, 2015 by 5:00pm**

Please add this Addendum No 1 to your Statement of Qualifications (RFQ) so as to permit your company to submit a complete packet.

I, _____, acknowledge receipt of ADDENDUM NO. 1 dated, January 07, 2015 ***RFQ NO.:2015-021-01-14-YZV- Hidalgo County -"*****"Substance Abuse Treatment & Primary Care Services for Adolescents"**

_____ _____

Printed Name Date

NOTE: PLEASE SUBMIT THIS ADDENDUM WITH YOUR PACKET IN ORDER TO COMPLETE YOUR RFQ PACKET.

Hidalgo County Purchasing Department
2812 S. Business Highway 281
New Administration Building
Edinburg, Texas 78539
(956) 318-2626/ Fax: (956) 318-2629

REQUEST FOR QUALIFICATIONS (RFQ) CHECKLIST

"Substance Abuse Treatment and Primary Care Services for Adolescents"

RFQ NO: 2015-021-01-14-YZV

1. **Request for Qualifications Letter.**
2. **Request for Qualifications, Legal Notice, consisting of 09 pages.**
3. **Exhibit A, Requirements, Terms & Conditions and Exhibit A-1, Additional Requirements, Specifications, consisting of 16 pages.**
4. **Exhibit B, Evaluation/Selection Criteria, consisting of 3 page.**
5. **Exhibit C, Insurance Requirements, consisting of 4 pages.**
6. **Exhibit D, CIQ Conflict Of Interest Questionnaire, consisting of 1 page.**
7. **Exhibit E, Proposer's Affidavit, consisting of 1 page.**
8. **Proposer/Vendor Application and IRS W-9 Form, consisting of 6 pages.**
9. **Certification Regarding Debarment, Suspension and Other Responsibility Matters, consisting of 1 page.**

The above mentioned items shall be found in the Request for Qualifications (RFQ) packet that is attached herewith. Should you find that any of the items are not attached in its entirety please contact Purchasing by calling (956) 318-2626, advise of missing documentation, and Purchasing will forward information either through facsimile or by U.S. Mail.

Thank you.

Martha L. Salazar, CPPB, Purchasing Agent

December 29, 2014
Date

Hidalgo County Purchasing Department
2812 S. Business Highway 281
New Administration Building
Edinburg, Texas 78539
(956) 318-2626/ Fax: (956) 318-2629

December 29, 2014

_____

_____

_____

_____

Re: **HIDALGO COUNTY**
Request For Qualifications -**"Substance Abuse Treatment and Primary Care Services for Adolescents"**
RFQ NO: 2015-021-01-14-YZV

Dear Respondents:

Enclosed please find a Request for Qualifications (RFQ) packet for you review and consideration.

Hidalgo County Purchasing Department welcomes and appreciates your participation in the RFQ process.

If any further assistance is required, please do not hesitate to call the Purchasing Department at (956) 318-2626.

Sincerely,

Martha L. Salazar, CPPB
Hidalgo County Purchasing Agent

MLS/cga

Enclosures

RFQ No: 2015-021-01-14	Buyer III: Yolanda Z. Velasquez	Tel. No: (956) 318-2626

REQUEST FOR QUALIFICATIONS

Hidalgo County
Edinburg, Texas

"Substance Abuse Treatment and Primary Care Services for Adolescents"

January 14, 2015

Contact Person:

Martha L. Salazar, CPPB, Purchasing Agent

Hidalgo County Purchasing Department
2802 So. Business Hwy 281 - New Administration Building
Edinburg, Texas 78539

(956) 318-2626

Form HCPD-04

1. **Sealed Statements of Qualifications** will be received for **"Substance Abuse Treatment and Primary Care Services for Adolescents",** in accordance with the requirements attached hereto as Exhibit "A." RFQs should address all requirements set forth. Vendors may suggest substitutions of features which they feel would be in the best interest of Hidalgo County ("County"). Strong rationale must be presented for any deviation from the requirements. Hidalgo County reserves the right to reject the deviation and its effect on the overall RFQ.

2. One (1) original and seven (7) copies of all RFQs are required, with the vendor's name and address clearly typed/printed on upper left hand corner and the proper notation clearly typed/printed on the lower left hand corner of the envelope and/or package, **Request For Qualifications 2015-021-01-14-YZV "Substance Abuse Treatment and Primary Care Services for Adolescents"** and in County's Purchasing Department, 2802 So. Business Hwy 281, New Administration Building, Edinburg, Texas, **on or before 9:30 a.m., Wednesday, JANUARY 14, 2015. NO FACSIMILES OR LATE ARRIVALS WILL BE ACCEPTED. ANY RFQ RECEIVED AFTER THAT TIME WILL NOT BE OPENED AND WILL BE RETURNED. OVERNIGHT MAIL MUST ALSO BE PROPERLY LABELED ON THE OUTSIDE OF EXPRESS ENVELOPE OR PACKAGE WITH REFERENCE TO: RFQ No.: 2015-021-01-14-YZV -"Substance Abuse Treatment and Primary Care Services for Adolescents".** Hidalgo County reserves the right to refuse and reject any/all RFQs and to waive any/all formalities or technicalities, or to accept the RFQ considered the best and most advantageous to Hidalgo County. **WRITTEN QUESTIONS WILL BE ACCEPTED VIA FACSIMILE TO (956) 318-2629 OR VIA EMAIL TO yolanda.velasquez@co.hidalgo.tx.us NO LATER THAN** Wednesday, January 07, 2015 at 5:00 p.m. Responses will be sent to all applicants via facsimile by Friday, January 09, 2015. **TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.**

3. Hidalgo County reserves the right to separate and accept, or eliminate any item(s) listed under this statement of qualifications that it deems necessary to accommodate budgetary and/or operational requirements. Hidalgo County also reserves the right to reject any or all statement of qualifications submitted and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best statement of qualifications for approval. Receipt of any statement of qualifications shall under no circumstances obligate County to accept the lowest dollar statement of qualifications. The award of this contract shall be made to the responsible offeror whose statement of qualifications is determined to be the best evaluated offer resulting from negotiation, taking into consideration the relative importance of price and other evaluation factors as herein set forth.

4. Failure of the delivered item(s) to perform as specified or failure to meet the stated delivery schedule shall release Hidalgo County from all obligations to the contracting party with regard to the item(s) in question. In such event, County may elect to award the contract to the next-lowest responsible vendor, or to reject all RFQs and re-advertise.

5. For work to be performed at a County-owned or operated location, each vendor shall, in its sole discretion, visit the job site before preparing the RFQ and thoroughly familiarize himself/herself with existing conditions. Vendor should take field dimensions and note all circumstances which affect the RFQ.

6. No RFQ may be withdrawn within ninety (90) days from the scheduled time to accept RFQs.

7. Any interpretations, amendments, corrections or changes to this RFQ document must be in a written addendum and signed by the County Judge or his designee. Addenda will be mailed to all who are known to have received a copy of the Request for Qualifications. Vendors shall acknowledge receipt of all addenda as a part of their RFQ.

8. County reserves the right to accept or reject any or all RFQs.

9. Costs are to be net F.O.B. destination, County Prepaid.

10. County is exempt from Federal Excise Tax, State Tax and Local Tax. Tax exemption certificates will be furnished upon request.

11. Funds for this procurement have been provided through the County budget for this fiscal year only. County, on an annual basis, has the right to reconsider a contract during the budget process for ensuing years if financial resources of County are insufficient to meet the liabilities of said contract. The award of a statement of qualifications or contract hereunder will not be construed to create a debt of the County which is payable out of funds beyond the current fiscal year.

12. Upon award and prior to execution of a contract, Sole Proprietorships are required to submit a copy of their social security card to the Hidalgo County Auditor's Office in order to establish an account with the County. All awarded vendors must submit a completed W-9 and a copy of their Federal ID Number Certificate.

13. DELIVERY INSTRUCTIONS (for applicable goods and/or services):

    - No deliveries accepted after 3:00 P.M., Monday-Friday.

- At least seventy two (72) hours prior notice of delivery must be given to Martha L. Salazar, CPPB, Purchasing Agent, before delivery will be accepted.

- If you need additional information call the office listed below:

Hidalgo County Purchasing Department
Martha L. Salazar, CPPB, Purchasing Agent
(956) 318-2626

14. BILLING AND PAYMENT INSTRUCTIONS:

- Invoices must include:
  a) Name and address of successful vendor
  b) Name and address of receiving department or official
  c) Purchase Order Number (if any)
  d) Notation – **"Substance Abuse Treatment and Primary Care Services for Adolescents"**
  e) Descriptive information as to the items or services delivered, including product code, item number, quantity, etc.

- Discount payments will be considered when offered.

- Contact person for Billing and Payment questions:

Hidalgo County Auditor's Office
Ray Eufracio, County Auditor
2810 So. Business Hwy 281
Edinburg, TX 78539
956-318-2511

15. Schedule of Events

RFQ Acceptance, 9:30 A.M.	**January 14, 2015**
Award of Contract	_____, 2015
Commence Work or Deliver Products	_____, 2015

16. ~~Bid or Performance Bond and~~ **Debarment Certification**~~; Payment Under Contract:~~

- ~~If the contract proposed is for the construction of public works or is for a contract for goods and services exceeding $100,000, all bidders shall furnish a good and sufficient~~ bid ~~bond in the amount of five percent of the~~

~~total contract price. A bid bond must be executed with a surety company authorized to do business in Texas.~~ **All participants are required to furnish a certification or acknowledgment stating that the contractor or vendor is free from suspension or debarment pursuant to federal regulation 45CFR76.**

- ~~Together with the signing of a contract or issuance of a purchase order following the acceptance of a statement of qualifications, and prior to commencement of the actual work, the participant shall furnish a performance bond to the County for the full amount of the contract, if that contract exceeds $50,000.~~

- ~~If the contract is for $50,000 or less, no money will be paid to the contractor until completion and acceptance of the work or the fulfillment of the purchase obligation to the County, and, if applicable, the receipt by County of satisfactory evidence that all subcontractors and material men have been paid.~~

- ~~If a contract is for the construction, alteration or repair of public buildings or public works, the contractor *shall* provide a payment bond for a contract in excess of Twenty Five Thousand Dollars ($25,000.00), as required by Tex. Govt. Code Ch. 2253.~~

- ~~For requirements contracts, bond requirements are determined by applying the proposed unit price to the estimated quantities included in the specifications.~~

17. Ethical Standards:

- It shall be a breach of ethics to offer, give or agree to give any elected official, department head or employee, or former elected official, department head or employee, of the County, or for any elected official, department head or employee or former elected official, department head or employee of the County, to solicit, demand, accept or agree to accept from another person, entity or organization, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation or any part of a program requirement or purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter pertaining to any program requirement or a contract or subcontract, or to any solicitation or statement of qualifications therefore pending before any department or agency of the County.

- It shall be a breach of ethics for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor for any contract for the County, or any person associated therewith, as an inducement for the award of a subcontract or order.

- No public official shall have an interest in a contract awarded hereunder except in accordance with Tex. Loc. Govt. Code Chapter 171.

18. Disclosure of Conflict of Interest

Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that any vendor, person, Consulting Services or contractor considering doing business with Hidalgo County ("the County") to disclose in the Conflict of Interest Questionnaire ("the CIQ") attached as Exhibit D, the vendor, person, Consulting Services or contractor's affiliation or business relationship that might cause a conflict of interest with the County. By law, the CIQ must be filed with the Hidalgo County Clerk's Office no later than the seventh business day after the date the person becomes aware of facts that require that statement to be filed. The disclosure requirement applies to a person or business who contracts or seeks to contract with Hidalgo County for the sale or purchase of property, goods or service. Any purchase order or contract resulting from this process shall be considered null and void if the successful participant fails to comply with Texas Local Government Code Chapter 176. Vendors, Consulting Services, contractors and others who desire to conduct business with Hidalgo County are encouraged to refer to Texas Local Government Code Chapter 176 for the details of this law. An offense under Texas Local Government Code Chapter 176 is a Class C Misdemeanor.

Please Submit completed CIQ forms to the Hidalgo County Clerk's Office located at 100 N. Closner, Edinburg, Texas 78539-Hidalgo County Courthouse. **COMPLETION AND SUBMISSION OF FORM CIQ IS THE SOLE REPONSIBILITY OF THE PROSPECTIVE PARTICIPANT.**

19. If, during the life of any contract or statement of qualifications awarded, the successful participant's net prices generally available to other customers for items awarded herein are reduced below the contracted price, it is understood and agreed that the benefits of such reduction shall be extended to County.

20. Statement of qualifications, and all goods and services provided thereunder, shall comply with all federal, state and local laws concerning this type(s) of goods and/or services.

21. Minimum Standards For Responsible Prospective Participants: A prospective participant must affirmatively demonstrate participant's responsibility. A prospective participant, by submitting a statement of qualifications, represents to County that it meets the following requirements:

- Possess or is able to obtain adequate financial resources as required to perform under the statement of qualifications;
- Be able to comply with the required or proposed delivery schedule;
- Have a satisfactory record of performance;
- Have a satisfactory record of integrity and ethics;
- Be otherwise qualified and eligible to receive an award.

22. Successful participant will pay or cause to be paid, without cost or expenses to County, all FICA, FUTA/SUTA and Federal Income Withholding Taxes of all employees, and all wages and benefits as required by Federal or State law. Successful participant's officers, agents and/or employees will not be entitled to any benefits of an employee or elected official of County, including, but not limited to, benefits associated with County's civil service system.

23. Any contract award to a successful participant will be in effect until (a) the contract expires, (b) delivery and acceptance of products, and/or performance of services ordered, or (c) terminated by County with thirty (30) day's written notice prior to cancellation.

24. County reserves the right to enforce performance of any contract awarded hereunder in any manner prescribed by law or deemed to be in the best interest of the County in the event of breach or default by successful participant; County reserves the right to terminate any contract immediately in the event a successful participant fails to:

A. Meet schedules;
B. Pay any required fees or taxes; or
C. Otherwise perform in accordance with the requirements.

25. Successful participant shall defend, indemnify and save harmless County and all its elected officials, officers, agents and employees from all suits, actions, or other claims of any character, name and description brought for or on account of any injuries or

damages received or sustained by any person, persons, or property on account of any negligent act or fault of the successful participant, or of any agent, employee, subcontractor or supplier in the execution of, or performance under, any contract which may result from statement of qualifications award. Successful participant indemnifies and will indemnify and save harmless County from liability, claim or demand on their part, agents, servants, customers, and/or employees whether such liability, claim or demand arise from event or casualty happening or within the occupied premises themselves or happening upon or in any of the halls, elevators, entrances, stairways or approaches of or to the facilities within which the occupied premises are located. Successful participant shall pay any judgment with costs which may be obtained against County growing out of such injury or damages, and shall, upon request, provide a defense to County by counsel reasonably acceptable to County. Successful participant's indemnity hereunder shall include, but is not limited to, claims relating to patent, copyright or trademark infringement, and the like, arising out of the goods or services provided by successful participant.

26. Successful participant shall warrant that all items/services shall conform with the specifications and/or all warranties provided under the Uniform Commercial Code and be free from all defects in material, workmanship and the like. Items supplied under a contract pursuant to this Request for Qualifications shall be subject to County's approval. Items found to be defective or not meeting specifications shall be replaced by successful participant within two business days at no expense to County. Items not picked up within one (1) week after notification shall be deemed a donation to County and may be used or disposed of at County's discretion and without waiver of any other rights of County as to the item's nonconformity.

27. This document and any disputes arising hereunder shall be governed and construed according to the laws of the State of Texas, and will be performable exclusively in Hidalgo County, Texas.

28. The successful participant shall not assign, sell, transfer or convey its rights under any awarded contract, in whole or in part, without the prior written consent of County.

29. Participants shall provide with the statement of qualifications response, a list of at least three (3) references where like services have been supplied by their firm. Include the name of the business or government, address, telephone number and name of representative or contact person.

30. Participants must provide **all** documentation requested with this Statement of qualifications in their response. Failure to provide this information may result in rejection of the statement of qualifications as non-conforming.

Request For Qualifications
for
"Substance Abuse Treatment and Primary Care Services for Adolescents"
RFQ No: 2015-021-01-14-YZV

January 14, 2015

To: Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
2802 So. Business Hwy 281 - New Administration Building
Edinburg, Texas 78539

In accordance with the Requirements, and subject to all laws and regulations of the United States and state and local laws, the undersigned participant proposes and commits to furnish all labor, equipment, material, software and services as set forth in the documents hereinbefore mentioned. The undersigned participant further agrees, upon acceptance of its statement of qualifications, to execute a contract and/or Purchase Order issued by Hidalgo County for performing and completing the work described in the Requirements within the time stated and for the prices proposed in the documents attached hereto and made a part hereof.

Participant acknowledges receipt of all of the pages of the documents referenced in the Request For Qualifications Checklist presented in connection with this procurement. Participant understands that Hidalgo County reserves the right to reject any or all RFQs and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best statement of qualifications.

Participant agrees that this statement of qualifications shall be good and may not be withdrawn for a period of ninety (90) calendar days after the scheduled closing time for accepting RFQs, as contained in the Requirements.

Respectfully submitted,

Participant:_____

Address:_____

By:_____

Printed Name:_____

Title:_____

EXHIBIT A

REQUIREMENTS/TERMS AND CONDITIONS

HIDALGO COUNTY
REQUEST FOR QUALIFICATIONS

"SUBSTANCE ABUSE TREATMENT AND PRIMARY CARE SERVICES FOR ADOLESCENTS"

RFQ NO: 2015-021-01-14-YZV

Hidalgo County (hereinafter referred to as "COUNTY") is inviting statements of qualifications from qualified firms/vendors to provide "Substance Abuse Treatment and Primary Care Services for Adolescents" for a period of one (1) year with the County's option to renew/extend two (2), one (1) year extensions, at the same rate, terms and conditions. Hidalgo County is seeking to enter into an Operational Lease/Agreement(s) with state-registered (Texas) firm (which will be provided as a draft copy acceptable to Hidalgo County thru an Addendum). Hidalgo County Purchasing Department will receive sealed envelopes containing statements of qualifications for the provision of **"Substance Abuse Treatment and Primary Care Services for Adolescents"-Request for Qualifications"** as specified herein. Statements of qualifications will be accepted until **9:30 A.M., Wednesday January 14, 2015. ANY RFQ RECEIVED AFTER THAT DATE AND TIME WILL NOT BE ACCEPTED AND WILL BE RETURNED UNOPENED.**

ADDITIONAL INFORMATION:
Hidalgo County is requesting that "Request For Qualifications" be routed to Martha L. Salazar, CPPB, Purchasing Agent, at:

US Postal Mail address:
Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Administration Building
2812 S. Business Hwy. 281
Edinburg, Texas 78539

Physical Address:
Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Administration Building
2802 S. Business Hwy. 281
Edinburg, Texas 78539

The Submittal Envelope Must Show the RFQ Number, Name and Acceptance Date.

The following outlines the Request For Qualifications:

SECTION I GENERAL TERMS AND CONDITIONS

WRITTEN QUESTIONS WILL BE ACCEPTED VIA FACSIMIL NO LATER THAN Wednesday, January 07, 2015 at 5:00 P.M. at (956) 292-7612, and/or **BY EMAIL TO: yolanda.velasquez@@co.hidalgo.tx.us** Responses will be sent to all applicants via facsimile by **Friday, January 09, 2015. TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.**

PROPOSER'S AFFIDAVIT:
Prior Contract award, respondents to this RFQ must submit a signed Proposer's Affidavit (attached herein in **Exhibit E**) certainly that the submission is (1) not the result of Collusion as described in the Proposer's Affidavit, (2) that the Respondent does not have a Conflict of Interest as described in the Proposer's, affidavit or that the Respondent has not and will not attempt to lobby directly or indirectly as described in the Proposer's Affidavit.

NON-DISCRIMINATION:
Submitters, during the performance of this contract, will not discriminate against any employee or applicant for employment because of race, religion, sex, national origin or disability except where religion, sex, national origin or disability is a bona fide occupational qualification reasonably

necessary to the normal operation of the contractor.

PROCESSING TIME FOR PAYMENT:
Submitters are advised that a minimum of thirty (30) days is required to process invoices for payment.

ELECTRONIC TRANSMISSION OF BIDS:
Hidalgo County's Purchasing Department will not accept telegraphic or electronically transmitted submissions.

PROOF OF FINANCIAL AND BUSINESS CAPABILITY:
Submitters must, upon request, furnish satisfactory evidence of their ability to furnish products or services in accordance with the terms and conditions of these requirements. Hidalgo County will make the final determination as to the submitter's ability.

SUBMITTER DEFAULT:
Hidalgo County reserves the right, in case of submitter default, to procure the articles or services from other sources and hold the defaulting submitter responsible for any excess costs occasioned thereby.

RESTRICTIVE OR AMBIGUOUS REQUIREMENTS:
It is the responsibility of the submitter to review the Request for Qualifications (RFQ) packet and to notify the Purchasing Department if the requirements are formulated in a manner that would unnecessarily restrict competition. Any such protest or question regarding the requirements or bidding 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 submitters, when hand delivering RFQ, to make sure that it is stamped with date and time by the County Purchasing staff.

SIGNING OF PROPOSALS/QUALIFICATIONS:
In order to be considered all submittals **must** be signed. **Please sign the original in blue ink.**

WAIVING OF INFORMALITIES:
Hidalgo County reserves the right to waive minor informalities or technicalities when it is in the best interest of Hidalgo County.

SUBCONTRACTING: The successful submitter may not subcontract the award without the written consent of the Commissioners' Court of Hidalgo County.

TERM OF CONTRACT:
It is intended that the term of the contract will be for an initial period of one (1) year, with County's option to renew for two (2) additional one (1) year terms, under the same rates, terms and conditions.

The County has the option to extend for sixty (60) day grace period at the end of the contract for unforeseen delays on subsequent contract under the same rates, terms and conditions.

DAVIS BACON ACT: (If Applicable)
All selected and awarded firms are required to include the Davis-Bacon Act when advertising and developing specifications.

SECTION II RFQ REQUIREMENTS

REQUEST FOR QUALIFICATIONS:
The required contents and limitations for the preparation of the RFQ are described in this section. Failure to provide the requested information or adhere to any County limitations will result in disqualification of the submitted RFQ.

CONTENTS:
The required contents for the RFQ are presented below in the order they should be incorporated into the submitted document.

UNDERSTANDING OF THE PROJECT:
This section should demonstrate the submitter's understanding of the project needs, the work required, and any local issues or concerns. This description should be concise, candid, and limited to 3 pages in length.

FIRM QUALIFICATIONS:
Hidalgo County Health and Human Services is seeking to contract with a qualified firm(s) for "*Substance Abuse Treatment and Primary Care Services for Adolescents*". Please refer to the **"Additional Requirements, Qualifications, Specifications, Instructions and Eligibility Criteria"** for further requirements regarding detailed information.

PERSONNEL AND STAFFING:
The firm should provide an organizational chart for the project and a summary paragraph of the project work to be performed by each proposed staff member. Biographic summaries that highlight the experience relevant to the specific project responsibilities should be provided for all proposed personnel. There is a one (1) page limitation for each biographic summary provided.

REQUIRED CERTIFICATIONS AND SUBMITTAL:
This section will contain any licenses and certifications as required by the State of Texas, and Hidalgo County that you possess that deem you as a qualified provider. The qualified firm/provider(s) should add copies of its/their Professional Liability Insurance as well as all other applicable insurances as required by Hidalgo County and as detailed in Exhibit "C" contained herein.

If the firm/provider cannot meet any of the following services/responsibilities, such exception must be noted on the company's cover letter.

SCOPE OF SERVICES:
Hidalgo County Health and Human Services (HCHHS) is requesting statements of qualifications from experienced, qualified firms/vendors to provide "Substance Abuse Treatment and Primary Care Services for Adolescents". Please refer to the **"Additional Requirements, Qualifications, Specifications, Instructions and Eligibility Criteria"** for further requirements regarding detailed information.

NUMBER OF COPIES TO BE SUBMITTED:
Hidalgo County requires **one (1) original submittal and seven (7) copies**.

PARTICIPANTS ARE NOT TO PROVIDE A FEE SCHEDULE WITH THIS SUBMITTAL:
Hidalgo County will discuss this during the negotiation process.

SECTION III: SELECTION AND SCHEDULES

SELECTION PROCEDURES/EVALUATION CRITERIA:
The RFQ shall be submitted according to the schedule below. The evaluation consists of a 100-point scoring system based on the Evaluation Criteria - Exhibit B. However, at the sole discretion of Commissioner's Court a presentation may be requested from the participating firm(s) that have scored at least 80 points in order to complete and finalize the ranking.

(A) The Hidalgo County Commissioners' Court and/or an Evaluation Committee (selected and/or designated by Commissioner's Court) will review, score and evaluate the SOQs received in response to this Hidalgo County request for qualifications.

(B) After the SOQs have been reviewed, scored and evaluated, the committee will present a grid to the Hidalgo County Commissioner's Court for the purposes of ranking.

Statement of Qualifications will be graded on a point system with emphasis on ability to service the County and experience in seeking funding and assistance through federal and state agencies, private sector(s) and other sources, including but not limited to the following:

A. **Participant proposed services In Lieu of operational facility and amenities. (40)**
- Participant to summarize clinical substance abuse and medical services to be performed.
- In considering the proposals, Hidalgo County reserves the right to select the acceptable applicant who offers contractual terms and conditions that are most advantageous to Hidalgo County.

B. **Program Design (20)**
- The manner in which the minimum requirements are met and the extent to which these requirements are exceeded.
- Completion of all aspects and information asked for in this RFQ and the attachments thereto.
- Participant's services and treatment activation plan and time frames and dates.
- Participant's program performance measures, evaluation, and monitoring procedures.
- The adequacy and extent of Participant's financial resources and insurance coverage.

C. **Participant's Experience (20)**
- Participant's/firm qualifications (e.g. Experience/Licenses/Certificates of management and staff). Please note if individual is a full time salaried employee or a consultant with limited patient contact.
- Evidence of participant's previous accomplishments in providing substance abuse services and treatment within the last five (5) years.
- Participant's experience in working with the target population being addressed in the statement of qualifications.
- Participant's experience in working with or partnering with medical primary care in collaboration with substance abuse treatment.

D. **Participant's Operations Plan and Budget (20)**
- Required to be submitted;
- In compliance as requested by the Texas DSHS Substance Abuse Treatment Licensure Manual.
- Participant must demonstrate a clear sustainability plan in partnering with Hidalgo County.

NEGOTIATION PROCESS: The number one ranked firm will be contacted to commence stage of the negotiation process including a lease fee. If negotiations prove unsuccessful, Commissioner's Court will terminate negotiations with the firm and will contact the next highest ranked firm to open negotiations. The County of Hidalgo reserves the right to reject any and all RFQ's.

EXHIBIT A-1

HIDALGO COUNTY
Request for Qualifications

RFQ No.: 2015-021-01-14-YZV
"Substance Abuse Treatment and Primary Care Services for Adolescents"

Additional Requirements, Qualifications, Specifications,
Instructions and Eligibility Criteria

Hidalgo County Health and Human Services (HCHHS) is seeking statements of qualifications for vendors to provide **"Substance Abuse Treatment and Primary Care Services for Adolescents"** for a period of one (1) year with the County's option to renew/extend two (2), one (1) year extensions, at the same rates, terms and conditions. ***Hidalgo County has the facility in place, only the services for "Substance Abuse Treatment and Primary Care Services for Adolescents" are being requested to be provided in the existing facility.***

PROGRAM MISSION:

1. Protect the public interest and public health safety of our community by the use of substance abuse prevention, intervention and treatment methods;
2. Provide substance abuse treatment and primary health care services to adolescents and/or the juvenile courts in our community;
3. Provide substance abuse treatment and primary care to adolescents who may be referred from the criminal justice system, educational system or from the public or private sector;
4. Provide programs and activities designed to reduce the impact of adolescents abuse and addiction;
5. Promote a drug-free lifestyle for clients in collaboration with families, schools and various community organizations;
6. To engage primary health care to assist the treatment of substance abuse and addiction to children within our community.
7. To provide a teaching/learning environment for university/college students in social/behavioral health, medical. Allied health, and/or public health programs of study.

OVERVIEW:

Any contract that is offered and furnished by Hidalgo County to Firm/Participant under this RFQ will be "SERVICES FOR OPERATING LEASE" type contract (which will be provided as a draft copy acceptable to Hidalgo County thru an Addendum). Such offered lease/contract will contain terms and conditions similar to those set forth in the *Texas Department of State Health Services Substance Abuse Treatment Providers Procedures and DSHS Licensing Requirements* and will hold the potential vendor accountable for all billing and collections of said services rendered to clients within the community. Hidalgo County and/or Hidalgo County Health & Human Services (HCHHS) Department will not be held responsible for any payment, collections and/or revenue production for any services offered by qualified firm/participant; as such provisions therein may be revised by Hidalgo County and firm/participant to conform to the circumstances.

If a contract is offered and furnished by Hidalgo County to firm/participant, it is anticipated that the proposal, and the related operations and budget information as submitted in response to this RFQ, will be attached and incorporated by reference into such contract as entered into and executed by the parties.

Under these circumstances, therefore, the firms/participants **Vendor Operations Plan and Budget** as included in the statement of qualifications will become legally binding upon the firm/participant and Hidalgo County. Such Vendor Operations Plan, related Budget and any clinical services will govern the process, circumstances, and terms under which the Firm/participant's substance abuse treatment and primary care services will be provided. With respect to the Vendor Operations Plan and the related Budget, see also: *Texas Department of State Health Services Substance Abuse Treatment Providers Procedures and DSHS Licensing Requirements*. In addition, the qualified firm/participant is solely responsible to obtain all and any licenses, permits and/or permissions required to provide substance abuse prevention, intervention and treatment services to adolescents in accordance to any and all State of Texas Regulations to include any licenses or permits for the County –owned building and/or its premises as required by Texas Department of State Health Services. In the case of any actual or alleged disagreement, discrepancy, or conflict between the contract as entered into between Hidalgo County and firm/Participant and the Vendor Operations Plan and Budget as incorporated therein, the language and provisions of the contract shall take precedence and prevail.

Hidalgo County is offering, in lieu of payment for services provided by the participant, the following:

1. **The facility in which primary care/substance abuse services will be provided** by vendor. The facility was constructed by the State of Texas and Hidalgo County at an approximate cost of $5 - 6 million. The facility is approximately 13,000 sq. ft. with the needed group rooms, offices, exam rooms, reception areas and other facilities that are usual and customary to an outpatient treatment program.

2. Hidalgo County will be responsible for **any costs involving the usual and customary utilities** (i.e. water, electrical, telephone and IT services).

3. The facility will have a **gazebo exterior facility** which will allow didactic instruction in a natural setting.

4. In order to assure privacy and security, the perimeter of facility grounds will be fenced and/or landscaped and lit.

5. Hidalgo County will be responsible to provide the custodial and basic upkeep of facility and surrounding grounds.

6. Hidalgo County will provide **adequate parking for clients and staff** as well as providing for ADA access and allotted parking spaces as required by the State of Texas and the City of Edinburg, Texas.

7. Hidalgo County will provide basic office furnishings and any additional furnishings in the group rooms, classrooms, exam rooms and reception areas, i.e. desks, chairs, tables and credenzas in the appropriate areas.

8. Hidalgo County will provide **IT access via T-1 and copper lines** as directed by Hidalgo County IT dept, **to include any monthly or yearly charges**. Each office space, exam room and group rooms will be pre-wired for the necessary IT, telephone and digital needs.

9. The facility will be equipped with **full generator capability** to ensure the most comfortable and secure environment for the firm/participant.

10. The facility will also include a **fully-equipped kitchen** which can be used with the adjacent class-space in providing life-skills education along with nutritional education to the clients and families.

11. The **County Sheriff and/or Constable will provide basic security** to include surveillance of the perimeter of the property and facility on a regular incremental basis. Security will include **perimeter security cameras** which can be controlled and observed from inside the building.

12. Hidalgo County will **assist the qualified firm/participant in obtaining adequate referrals** in order to encourage its success and promote a healthier lifestyle for Hidalgo County residents.

The qualified firm/participant will be fully responsible for all costs associated to clinical services, insurances, liabilities and any additional costs related to the operations of a State-licensed free-standing substance abuse/primary care facility and services.

Hidalgo County will not be responsible for any liability or cost due to the lack of sustainability and/or operations by the proposed vendor and/or any of its partners or business alliances. In the event of such dire circumstances, the County MAY review options with the provider.

If a formal written contract is negotiated and entered into between firm/participant with Hidalgo County, it is anticipated that the format, terms and provisions, of such contract will be substantially set forth by *Texas Department of State Health Services Substance Abuse Treatment Providers Procedures and DSHS Licensing Requirements.* Prior to its furnishing of a formal contract/lease to firm/participant, Hidalgo County reserves the right to revise or modify such contract format, terms and conditions as may be deemed appropriate under the circumstances and to accommodate any changes or revisions that may occur to the applicable *Texas Department of State Health Services Substance Abuse Treatment Providers Procedures and DSHS Licensing Requirements, legislation or other requirements.*

OVERVIEW OF REQUIRED SERVICES:

A. **NAME:**
The name of the facility and/or treatment program, the approved moniker for this campus is the John Austin Peña Memorial Center for Primary Care and Substance Abuse.

B. Hidalgo County is seeking "Substance Abuse Treatment Agencies" to provide services to substance abusing adolescents that have been referred by the juvenile court system, educational system or from the public or private sector. This may and often does include adolescents who have violent or sexual offenses or have mental illness. **Exceptions to these or any type of client/adolescents should be noted.**

C. The level of services to be provided includes primary care and outpatient substance abuse treatment services. **A firm/participant must respond to all levels of service.**

D. Any contracts that may be awarded to participant related to this RFQ will be for "Substance Abuse Treatment and Primary Care Services for Adolescents" **only**. Hidalgo County has the facility for the services being requested. Services such as anger management, cognitive behavioral and life skills can be included by a firm/participant in treatment to the extent they are inclusive in a substance abuse treatment and primary care program, and related to the specific issue of substance abuse and or primary health care and/or prevention.

E. Under any contract that may be awarded related to this RFQ, Firm/participant will be obligated to submit one (1) copy each month of an itemized description of services being provided to Hidalgo County Health & Human Services Department and must make quarterly presentations to Hidalgo County Commissioners Court regarding admissions, services being provided and overall status of program. In addition, firm/participant that provides the services requested may be required to use the forms and procedures specified by the client's referring entity. Firms/participants may be required to submit payment of lease electronically to Hidalgo County on software provided by Hidalgo County.

F. If required, firm/participant, at no cost to Hidalgo County, must agree to provide appropriate testimony, affidavits and documents for any court proceedings and trials related to its treatment and other services regarding any clients or families referred from the Juvenile Probation system and/or any other entity requiring such documentation in accordance with the State of Texas.

G. Requirements in the event of a Declared Emergency:
In the event of a man-made or natural emergency event, (i.e., hurricanes, wildfires, bioterrorism, etc.), Hidalgo County has the right to utilize this facility for no more than 10 working days or 14 calendar days as an emergency response operations facility or as designated by the Texas Department of Emergency Management (TDEM). Funds obtained via the Federal Emergency Management Agency (FEMA) and TDEM to construct this facility allows the building to withstand up to a Category 3 hurricane; therefore, during those emergent times, the ultimate responsibility for Hidalgo County would be to provide assistance to all responders and residents of the County. The facility will benefit the firm/participant by having 24/7 generator power for the entire facility at the expense of the County. Therefore, the impact to the firm/participant during non-emergent power outages would be minimal.

H. Encouragement of Academic Partnerships:
The firm/participant is highly encouraged to partner with the various accredited institutions

of higher learning to obtain and provide training and internship opportunities in the clinical areas in which it is clinically appropriate, in accordance with the Texas DSHS rules and guidelines. The firm/participant is encouraged to demonstrate this aspect in their operations plan.

1. Should the County enter into a partnership with a university/college, vendor shall agree to participate in said program to the extent allowed by the State of Texas and all other licensing entities.

REQUIRED INFORMATION:

1. The qualified firm/participant will be responsible to provide any and all documentation requested by the client's referring agency in accordance with the treatment plan, after-care plan and/or referral for additional treatment in accordance with the State of Texas Rules and Regulations. Documentation may include information being sent to Hidalgo County Commissioners Court, Hidalgo County Health & Human Services Department, and/or any other County, State or Federal agency to include school districts and/or private schools.

2. The firm/participant must adhere to ALL Texas DSHS licensure requirements for a free-standing substance abuse and primary care treatment facility. The qualified firm/participant will be solely accountable for addressing any findings, complaints and/or legal issues resulting from patient neglect, clinical programming misappropriations and/or inadequate clinical oversight.

PROGRAM DESCRIPTION:

1. Describe all services to be provided by firm/participant, and specify if all services are provided to persons referred to the Hidalgo County Primary Care and Substance Abuse Facility.

2. Describe Firm/participant's services and treatment goals and objectives, including how an individualized client treatment plan is developed. Describe other types of treatment plans you will use; firm/participant must define what would be considered a successful treatment outcome, taking into account the client's individualized family treatment plan;

3. Describe all responsibilities that are to be placed upon persons and family members participating in firm/participant's programming, taking into account any requirements from the Juvenile Probation, School or other referring agencies which includes any treatment services assignments, which may include tasks for the client to complete (i.e., homework assignments, practice sessions, etc., include frequency, number and time frame where appropriate).

4. Describe the Firm/participant's experience and history, if any, in working with adolescents who are, or were, involved with the criminal justice and/or educational system in Texas or elsewhere.

5. Specific requirements for Non-Residential Treatment Services:

a. Provide photocopies of all state and local facility licenses/certificates that apply to the services/treatment at issue, and include expiration and renewal dates;

b. Describe the procedure used by firm/participant and information that is necessary for a client to be admitted to their program/service;

c. Firm/participant must develop and incorporate preventive medical and intervention goals and procedures into the client and family treatment plan; clear expectations must be monitored and reported by firm/participant to Hidalgo County and/or to referring entities (i.e. juvenile court system, educational system or other referring agencies);

d. Describe and specify any diagnostic assessments by firm/participant that will precede program services and/or treatment. Describe any post-program services and/or treatment assessments that will be conducted by Firm/participant. Describe why these particular assessments will be utilized;

e. Describe how and in what time frame and under what circumstances an individualized client treatment plan is developed by Firm/participant; and, demonstrate a method in which previous treatment programs are incorporated into the individualized treatment plan.

f. If group counseling is provided, describe the type of group process utilized, include goals/objectives of group process, minimum/maximum number of clients in a group, specify if open or closed groups are utilized;

g. If individual counseling is provided, describe the counseling/therapeutic approach utilized, specify skill development techniques utilized and goals/objectives of individual counseling; to incorporate any AXIS 3/Medical Diagnosis into their individualized treatment plan.

h. Describe minimum/maximum length of program participation. (Specify program length for each level of service, *i.e.* group/individual.) Describe what criteria and processes are used by Firm/participant to determine when to release a client early or to request a written extension;

i. Describe how client progress is measured during program participation. Including the type and frequency of progress reports to be made to Hidalgo County and/or to referring entities, (i.e. juvenile court system, educational system or other referring agencies);

j. Describe communication process and frequency of communication between firm/participant's program staff and Hidalgo County and/or to referring entities, (i.e. juvenile court system, educational system or other referring agencies); Specify if communication process or frequency will vary during duration of firm/participant's services/treatment; firm/participant must always take into account: HIPAA rules and Guidelines when communicating about a

client's/family's progress.

k. Describe the firm/participant's client discharge/termination procedure (successful /unsuccessful) from the program/service being provided. Include if certificates of completion will be provided by firm/participant to participants, and if so, the procedure to provide certificate to an client and the notification procedure to be used by firm/participant to Hidalgo County and/or to referring entities, (i.e. juvenile court system, educational system or other referring agencies);

l. Describe the firm/participant's staff-to-client ratio by level/type of service and treatment.

m. Describe other relevant client supervision procedures. Describe firm/participant's client files, records, format, electronic databases, frequency of entries, etc. Provide a sample of HIPAA protocols for clients and families.

6. Firm/participant must provide outcomes of quality of life improvements, life-skill improvement, community re-orientation improvements, family communication, improvements, and incorporate any medical prevention/education procedures that will demonstrate an improvement in quality of life when concerning medical health (i.e. glucose testing, proper nutrition, follow-through on meds, etc.). Firm/participant must define what would be considered a successful treatment outcome taking into account the client's individualized family treatment plan.

7. Describe, at a minimum, Firm/participant's program performance measures and standards, to at least the following:
   A. Outputs:
      - Total number of clients served;
      - Total number of counseling hours provided.
      - Total number of class hours provided
      - Total number of family counseling hours provided

Other output measures may be determined/requested by Hidalgo County and/or referring entities (i.e. juvenile court system, educational system or other referring agencies);

   B. Outcomes:
      - Include immediate and long-term outcomes that are specific to the program/services as set forth in the proposal;
      - Total number of successful program completions;
      - Reduction of drug or alcohol use by clients.
      - Firm/participant will provide a cost-utilization plan on services provided, i.e. actual costs of all services provided by vendor. This will be part of the quarterly information provided to Hidalgo County Commissioners' Court, in order to demonstrate an actual dollar value of services in return for the usage of the facility and all services associated with the Hidalgo County facility.

Other output measures (determined/requested by Hidalgo County and/or referring entities, (i.e. juvenile court system, educational system or other referring agencies).

PROGRAM EVALUATION METHODS:

1. Describe Firm/participant's plan for determining the degree to which output and outcome objectives are met and methods that are followed.

2. Describe Firm/participant's documentation methods and the plan for monitoring records and determining and evaluating outputs and outcomes.

3. Firm/participant must provide their quality assurance (QA) procedures for monitoring performance measures, outputs and outcomes, and who would be accountable for maintaining this information, including any subcontracted agencies
    a. Firm/participant must provide full disclosure of all licensed sub-contractors that may provide any direct client services to Hidalgo County residents.

    b. Firm/participant must provide a signed statement of assurance demonstrating that a complete background check on all employees, contractors and any licensed staff has been conducted to assure the safety and well-being of all clients and family members participating.

4. Describe how data and records will be gathered by firm/participant to determine treatment and program outputs and outcomes.

5. Firm/participant must provide a list of testing instruments to be utilized in treatment, and provide a brief explanation of why this instrument will be used.

6. Firm/participant's data analysis methods and utilization of outcomes must be clearly described within the proposal.

7. Describe the evaluation reports to be prepared and produced by firm/participant.

8. Describe the firm/participant's Management Information System (MIS), electronic databases, and record systems to be used by firm/participant for tracking clients in treatment and after discharge.

9. Additional Outcomes.

    - Additional program evaluation outcomes will be measured by Hidalgo County and/or referring entities (i.e. juvenile court system, educational system or other referring agencies); firm/participant must provide services that meet the following goals:

        a. Incorporation of preventive medical intervention and education into the individualized client/family treatment plan.

    - Outcomes must demonstrate an improved quality of life and life-skill improvement in relation to the treatment program and plan.

    - The desired programmatic outcomes must reflect a decrease in juvenile delinquency,

increase school participation, improvement of family communication - all manifested by a decrease in substance abuse utilization due to increased life-skills.

- Firm/participant must provide an incorporation of medical/pharmaceutical treatment activities in conjunction with the after-care and ongoing family participation in their treatment program.

COST/FEES:
HCHHS or no other county entity will be held accountable for any of the costs incurred for providing direct patient care; the firm/participant will be fully accountable for all billing/collections and verification of benefits from each of the participating clients.

Hidalgo County will provide the facility, utilities, and additional amenities as described in the previous introductory sections.

PARTNERSHIP/SUSTAINIABILITY DEVELOPMENT:
HCHHS, along with other Hidalgo County agencies, would be interested in participating with the firm/participant for any grant application, seeking future funding or any collaborative efforts encouraging a new funding stream. Examples of partnership may include letters of support, contacting local, state and/or federal officials and provide assistance by whatever method sanctioned by the Hidalgo County Judge and Commissioners Court.

AIDS AND HIV INFECTION:
Vendor agrees that it shall adopt and implement workplace guidelines concerning persons with AIDS and HIV infection and shall also develop and implement guidelines regarding confidentiality of AIDS and HIV-related medical information for employees of Vendor and for clients and residents served by Vendor in accordance with the provisions found in Health and Safety Codes, Sections 85.112, 85.113, and 85.115.

ACCESS TO RECORDS AND INFORMATION:
The firm/participant will make available any information from the client, medical records, program operation information or financial information and data in the event that it is requested by any state or federal agency or by the County auditor. Hidalgo County does not foresee any particular scenario in which this may occur; however, the firm/participant must make themselves amenable to any such requests from the County, with due cause.

EQUIPMENT:
Hidalgo County will provide communication equipment, computer access and maintenance of such equipment.

Firm/participant must provide their own computers/monitors/keyboards, copiers, printers or any hardware and/or software associated with the day-to-day operations of the therapeutic program. Firm/participant will be held accountable to repair/replace any of the equipment provided by Hidalgo County if it is damaged, stolen or misused by the firm/participant and/or clients.

VENDOR BACKGROUND/QUALIFICATIONS:
Each proposal shall contain the following information.

1. Name, title, telephone and fax number of firm/participant's contact person for all inquiries from Hidalgo County and or the referring entity. The contact person shall be responsible for fielding all inquiries from Hidalgo County and/or the referring entity related to the proposal, and providing the firm/participant's response to Hidalgo County's/ referring entities inquiries.

2. Business form of firm/participant (e.g. corporation, partnership, sole proprietorship, governmental entity, agency, etc.), if applicable.
    a. If a corporation, include the date and state incorporation;
    b. Whether firm/participant is for profit business or non-profit corporation, governmental agency or entity;
    c. Names and addresses of firm/participant's principal of officers, directors, or partners;
    d. Identify all employees, officers, or staff of firm/participant who is actively or previously on community supervision, probation, deferred adjudication parole, or who has been convicted of a felony or Class A or B misdemeanor;
    e. A copy of firm/participant's most recent financial statement (i.e. monthly, quarterly); and most recent audited financial statement each to include corresponding balance sheet, income statement and statement of cash flow. Firm/participant must include an affidavit certifying that firm/participant is duly qualified, capable and otherwise bondable business entity, that firm/participant is not in receivership or contemplates same, and has not filed for bankruptcy;
    f. A brief biography and complete resume of the person or persons who will operate/manage the services provided by firm/participants;
    g. The organizational chart showing firm/participant's staff and management.

3. The name and address of the firm/participant's insurance carrier(s), along with a letter or statement(s) from firm/participant's insurance carrier(s) attesting that the insurance coverage(s) as specified in this RFQ is/are either in force or available to upon firm/participant.

4. Complete reference information for all public and private institutions or agencies to which the Firm/participant provides or has provided similar services and treatment. Specify dates for such similar services contracts, and current rates being charged by Firm/participant for these contracted services.

5. A list of civil lawsuits, administrative proceedings, or investigations filed or pending at any time during the past five years, brought against, or on behalf of, Firm/participant, its officers, or employees.

6. A list of all criminal cases or proceedings filed or pending at any time during the past five years, brought against, or on behalf of, the Firm/participant, its officers, or employees.

7. Other organizations, biographical, or financial information deemed relevant by the Firm/participant or as requested by Hidalgo County.

8. Hidalgo County has the facility for such services and is requesting statements of

qualifications for the **"Substance Abuse Treatment/Primary Care Services for Adolescents only".** Firm/participant must describe the levels of treatment and services to be provided.

9. Describe when the treatment and services which are the subject of the proposal could begin.

MINIMUM REQUIREMENTS:

- The firm/participant will provide substance abuse/prevention treatment programs as prescribed and in accordance to all rules and/or regulations which apply to outpatient/adolescent treatment programs as indicated. The firm/participant will provide programmatic and facility licenses required to operate their described program in accordance to all and any rules or criteria set forth by the Texas Department of State Health Services and/or any other state or federal agency which may oversee any potential referral source (i.e. juvenile probation, criminal justice, school system).

- The firm/participant must adhere to all usual and customary screening, evaluation, assessment and treatment methods as prescribed by outpatient substance abuse treatment programs in accordance to Texas DSHS rules and guidelines.

- Firm/participant must submit a plan in how they would incorporate up to 10% of overall clientele, which may be considered pro-bono/free services, as referred by various Hidalgo County agencies.

Miscellaneous:

Under any contract that may be awarded related to this RFQ, Firm/participant shall provide all necessary personnel, equipment, materials, supplies, facilities, and services (except as may be furnished by the HIDALGO COUNTY as specified in writing), and do all things necessary for, or incidental to, the provision of the substance abuse treatment and services listed in this RFQ.

HIPAA Compliance:

Offeror agrees to comply with the Standards for Privacy of Individual Health Information of the Health Insurance Portability and Accountability Act of 1996, PL 104-191, 45 CFR Parts 160-164, as amended, and the Texas Medical Records Privacy Act, Texas Health and Safety Code Chapter 181, as amended, collectively referred to as "HIPAA", to the extent that the Offeror uses, discloses or has access to protected health information as defined by HIPAA. Offeror may be required to enter a Business Associate Agreement pursuant to HIPAA.

EXHIBIT B

EVALUATION/SELECTION CRITERIA

HIDALGO COUNTY
REQUEST FOR QUALIFICATIONS

"SUBSTANCE ABUSE TREATMENT AND PRIMARY CARE SERVICES FOR ADOLESCENTS"

RFQ NO: 2015-021-01-14-YZV

RFQ - EVALUATION CRITERIA

The submitter's RFQ will be evaluated based on the criteria presented below. These criteria will be scored on the scales shown on the enclosed "RFQ Evaluation Form."

A Participant proposed services in Lieu of operational facility and amenities. **40 pts**

- Participant to summarize clinical substance abuse and medical services to be performed.
- In considering the proposals, H. C. reserves the right to select the acceptable applicant who offers contractual terms and conditions that are most advantageous to Hidalgo County

B Program Design **20 pts**

- The manner in which the minimum requirements are met and the extent to which these requirements are exceeded.
- Completion of all aspects and information asked for in this SOQ and the attachments thereto.
- Participant's services and treatment activation plan and time frames and dates.
- Participant's program performance measures, evaluation, and monitoring procedures.
- The adequacy and extent of Participant's financial resources and insurance coverage.

C Participants Experience **20 pts**

- Participant's/firm qualifications (e.g. Experience/Licenses/Certificates of management and staff).
- Please note if individual is a full time salaried employee or a consultant with limited patient contact.
- Evidence of participant's previous accomplishments in providing substance abuse services and treatment within the last five (5) years.
- Participant's experience in working with the target population being addressed in the statement of qualifications.
- Participant's experience in working with or partnering with medical primary care in collaboration with substance abuse treatment.

D Participant's Operations Plan and Budget **20 pts**

- Required to be submitted
- In Compliance as requested by the Texas DSHS Substance Abuse Treatment Licensure Manual.
- Participant must demonstrate a clear sustainability plan in partnering with Hidalgo County.

EXHIBIT "B"
RFQ EVALUATION FORM

Selection Criteria	Minimum Points	Score
1. Proposed services in lieu of operational facility and amenities: 40 PTS		
➢ Participation to summarize clinical substance abuse and medical services to be performed	0-20	
➢ In considering the statement of qualifications, Hidalgo County reserves the right to select the acceptable applicant who offers contractual terms and conditions that are most advantageous to Hidalgo County.	0-20	
Comments/Rationale for points:	**TOTAL:**	
2. Program Design 20 PTS		
➢ The manner in which the minimum requirements are met and the extent to which these requirements are exceeded.	0-5	
➢ Completion of all aspects and information asked for in this RFQ and the attachments thereto.	0-5	
➢ Participant's program performance measures, evaluation, and monitoring procedures.	0-5	
➢ The adequacy and extent of Participant's financial resources and insurance coverage.	0-5	
Comments/Rationale for points:	**TOTAL:**	
3. Participant Experience 20 PTS		
➢ Participant's/Firm qualifications (e.g. Experience/licenses/certificates of management and staff)	0-5	
➢ Please note if individual is a full time salaried employee or a consultant with limited patient contact.	0-5	
➢ Evidence of participant's previous accomplishments in providing substance abuse services and treatment within the last five (5) years.	0-5	
➢ Participants experience in working with the target population being addressed in the statement of qualifications	0-3	
➢ Participant's experience in working with or partnering with medical primary care in collaboration with substance abuse treatment.	0-2	
Comments/Rationale for points:	**TOTAL:**	
4. SUBSTANTIAL CAPABILITY 20 PTS		
➢ Required to be submitted	0-10	
➢ IN compliance as requested by the Texas DSHS Substance Abuse Treatment Licensure Manual.	0-5	
➢ Participant must demonstrate a clear sustainability plan in partnering with Hidalgo County	0-5	
Comments/Rationale for points:	**TOTAL:**	
	TOTAL SCORE:	

Provider: _____

Evaluator: _____ Date: _____

EXHIBIT "C"
Insurance Requirements
(Physicians)

The Bidder awarded the contract shall furnish proof of insurance, which will also include any subcontractor that is subcontracted by the bidder in at least the following limits, to be in place prior to providing any services under this Contract and to continue at all times in force in effect during the term of this Contract:

1. Professional liability insurance policy with limits of at least Five Hundred Thousand Dollars ($500,000.00) per occurrence, or limited to claims made, including at least a five (5) year extended reporting period.

2. A Five Hundred Thousand Dollars ($500,000.00) Comprehensive General Liability insurance policy providing additional coverage to all underlying liabilities of County.

3. Automobile liability insurance policy with limits of at least Three Hundred Thousand Dollars ($300,000.00) per person and Five Hundred Thousand Dollars ($500,000.00) per occurrence. Coverage should include injury to or death of persons and property damage claims with limits up to Five Hundred Thousand Dollars ($500,000.00) arising out of the services provided to County hereunder.

4. Uninsured/Underinsured motorist coverage in an amount equal to the bodily injury limits set forth immediately above;

5. Workers compensation insurance in amounts established by Texas law, unless the Bidder is specifically exempted from the Texas Workers' Compensation Act, Texas Labor Code Chapter 401, et. seq.

Hidalgo County will only accept certificates of insurance on an Acord form (as attached hereto). Certificates of insurance naming County as an additional insured shall be submitted to County for approval prior to any services being performed by Contractor. Each policy of insurance required hereunder shall extend for a period equivalent to, or longer than the term of the Contract, and any insurer hereunder shall be required to give at least thirty (30) days written notice to the County prior to the cancellation of any such coverage on the termination date, or otherwise. This Contract shall be automatically suspended upon the cancellation, or other termination, of any required policy of insurance hereunder, and such suspension shall continue until evidence adequate replacement coverage is provided to County. If replacement coverage is not provided within thirty (30) days following suspension of the Contract, this Contract shall automatically terminate.

ACORD CERTIFICATE OF INSURANCE

DATE (MM/DD/YY)

PRODUCER	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.
	INSURERS AFFORDING COVERAGE
INSURED	INSURER A:
	INSURER B:
	INSURER C:
	INSURER D:
	INSURER E:

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THER TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A	**GENERAL LIABILITY** ☐ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS MADE ☐ OCCUR ☐ OWNER'S & CONT. PROT ☐ OWNER'S PROTECTIVE LIABILITY GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PROJECT ☐ LOC				EACH OCCURRENCE	$
					FIRE DAMAGE (Any one fire)	$
					MED (Any one person)	$
					PERS & ADV INJURY	$
					AL AGGREGATE	$
					ODUCTS – COMP/OP AGG	$
B	**AUTOMOBILE LIABILITY** ☐ ANY AUTO ☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ☐ NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident)	$
					BODILY INJURY (Per person)	$
					BODILY INJURY (Per accident)	$
					PROPERTY DAMAGE (Per accident)	$
	GARAGE LIABILITY ☐ ANY AUTO				AUTO ONLY-EA ACCIDENT	$
					OTHER THAN AUTO ONLY EA ACC	$
					AGG	$
C	**EXCESS LIABILITY** ☐ OCCUR ☐ CLAIMS MADE ☐ DEDUCTIBLE ☐ RETENTION $				EACH OCCURENCE	$
					AGGREGATE	$
						$
						$
						$
D	**WORKERS COMPENSATION AND EMPLOYER'S LIABILITY**				WC STATU- ☐ OTHER TORY LIMITS	
					E.L. EACH ACCIDENT	$
					E.L. DISEASE-EA EMPLOYEE	$
					E.L. DISEASE-POLICY LIMIT	$
	OTHER					

DESCRIPTION OF OPERATIONS / LOCATION / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

County of Hidalgo shall be named as additional insured on all Commercial General Liability policies.

CERTIFICATE HOLDER	ADDITIONAL INSURED; INSURER LETTER: _____ CANCELLATION
Hidalgo County **Attn: Purchasing Department** **2812 S Highway Bus. 281** **Edinburg, Texas 78539**	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BY CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL **30** DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE

SAMPLE

Insurance Requirement Acknowledgment

I, _____, authorized representative for _____,
Company/Vendor

hereby acknowledge receipt of the County's required insurance limits. Said requirements:

- will be acquired within 10 working days after notification from Purchasing Department of award of the project by the Hidalgo County Commissioners' Court;

- will acquire additional amount needed to meet the County's requirements within 10 working days after notification from Purchasing Department of award of the project by the Hidalgo County Commissioners' Court; currently carry the following:

  Professional Liability (Errors & Omissions): $_____

  Automobile Liability: $_____ General Liability: $_____

- have already been met, see attached copy of certificate of insurance.

_____ _____
Authorized Representative Date

Notice to Bidder:
A certificate of insurance for the required insurance limits shall be provided to the Purchasing Department's Contract Managers in order to qualify for award of the project and to execute a contract between your Company and the County.

Failure to provide Certificates of Insurance to the Purchasing Department's Contract Managers will cause the award of the project to be rescinded and then re-awarded to next qualified vendor. Certificates of Insurance will be monitored and verified on a **quarterly basis** to ensure coverage policy is in place. It is the Company's obligation to maintain the appropriate insurance coverage throughout the term of the contract.

THIS FORM MUST BE ACCOMPANY YOUR RESPONSE

PROJECT REQUIREMENTS
ACKNOWLEDGMENT

This is to certify that I, _____, possess all of the **APPLICABLE**:

1. Licenses: _____
2. Bonds: _____
3. Certificates: _____
4. Permits: _____
5. Other: _____

necessary to carry out the required project. Furthermore, I am providing copies of the required documentation so that, if my company is awarded this project, I may be eligible to enter into a contract with Hidalgo County and proceed to complete the project in a timely manner.

*** Any licenses, bonds, certificates, permits, etc. which are required must be presented as part of the bid packet in order to expedite the bid evaluation process. Failure to provide said documentation will result in the disqualification of your bid or response.**

_____ _____
Authorized Signature Date

_____
Company

_____
Address

_____
City, State, Zip

EXHIBIT "D"

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor or other person doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. *See* Section 176.006, Local Government Code.

A person commits an offense if the person knowingly violates Section 176.006. Local Government Code. An offense under this section is a Class C misdemeanor.

OFFICE USE ONLY

Date Received

1 **Name of person who has a business relationship with local governmental entity.**

2 ☐ **Check this box if you are filing an update to a previously filed questionnaire.**

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

3 **Name of local government officer with whom filer has employment or business relationship.**

_____

Name of Officer

This section (item 3 including subparts A, B, C & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the filer of the questionnaire?

☐ Yes ☐ No

B. Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?

☐ Yes ☐ No

C Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?

☐ Yes ☐ No

D. Describe each employment or business relationship with the local government officer named in this section.

4

_____ _____

Signature of person doing business with the governmental entity Date

Adopted 06/29/2007

PROPOSER'S AFFIDAVIT
Exhibit "E"

PROPOSER'S AFFIDAVIT OF NON-COLLUSION NON-CONFILICT OF INTERST, AND ANTI-LOBBYING

STATE OF TEXAS
COUNTY OF HIDALGO

Affiant, _____, being first duly sworn, deposes that:

(1) Affiant does hereby state neither the Proposer nor any of the Proposer's officers, partners, owners, agents, representatives, employees, or parties in interest, has in any way colluded, conspired, agreed, directly or indirectly with any person, firm, corporation, or other proposer, or potential proposer, to provide any money or other valuable consideration for assistance in procuring or attempting to procure a contract or fix the prices in the attached proposed or the proposal of any other proposer, and further states that no such money or other reward will be hereinafter paid.

(2) Affiant further states they have neither recommended or suggested to Hidalgo County or nay of its officials or employees, any of the terms or provisions set forth in their Request for Proposal and subsequent agreement, except at a meeting open to all interested proposers, of which proper notice was given.

(3) Affiant, further states their officers, employees, or agents have not, and will not attempt to lobby, directly or indirectly, the Hidalgo County Commissioner's Court between proposal submission date and award by the Hidalgo County County Commissioner's Court.

(4) Affiant further states no officer, or stockholder of the Proposer is a member of the staff, or related to any employee of the Hidalgo County except as noted herein below:

_____

Signature/Title: _____

_____

Subscribed and sworn to before me this _____day of _____, 20___.

_____

Notary Public

My commission expires:_____, 20___.

HIDALGO COUNTY
PURCHASING DEPARTMENT
Bidder/Vendor Application

Complete in print or type. Please return this application to the Hidalgo County Purchasing Department thru Facsimile: (956) 318-2629 or (956) 292-7612 in person or regular mail to: 2812 S. Business Hwy. 281 , Edinburg, Texas 78539 or email: purchasing@co.hidalgo.tx.us

Company Name:	**Telephone No. ( )**
dba Name:	
Legal Name:	
Mailing Address :	**Fax No. ( )**
Physical Address:	
City, State, Zip	**Tax I.D. No.**
Remit to Address :	**City, State, Zip**
E-Mail Address:	
Representative(s) Name(s) & Title(s)	

Type of Organization (check one): _____ Individual _____ Partnership _____ Corporation _____ Non-Profit _____ LLC _____ Sole Proprietor _____ Other, Specify

State Identification No._____ **(Please attached completed W-9 form with this application)**

Federal Identification No. or (if individual) SS No.

State of Incorporation: _____ **Date:**_____ **Other:**

Type of Business (check one): _____ **Manufacturer** _____ **Wholesaler** _____ **Retailer** _____ **Broker** ☐ **Distributor** ☐ **Service Organization** ☐ **Other, Specify**

Name & Title of Person(s) Authorized to Sign Bids, Proposals, and/or Contracts:

Small and/or Disadvantaged Business Information (check application criteria)

Small Business:

☐ ess than 125,000 annual gross receipt
☐ ss than 250,000 annual gross receipt
☐ ss than 499,000 annual gross receipt
☐ ore than 500,000 annual gross receipt

Disadvantaged Business (At Least 51% Ownership)

☐ Black American
☐ Hispanic American
☐ Asian Pacific American
☐ Native American
☐ Women
☐ Other

Have you been certified as a HUB or an MBE/WBE source?: ☐ Yes ☐ No

Indicate Certification No.(s):_____ **or are Certificate(s) attached?:** ☐ Yes ☐ No

What type of product(s) is/are solicited by your company?:

Would you like to be provided with specifications for procurements of such products?: ☐ Yes ☐ No

To Be Completed by the County: Rec'd by (Purchasing):_____ **Date Rec'd by (Purchasing):**

Date Forwarded Information to Auditor's Office:_____**Entry Date:** _____ **Vendor No.:**

HISTORICALLY UNDERUTILIZED BUSINESS (HUB) DECLARATION

The primary objective of the Hidalgo County HUB Program is to ensure Historically Underutilized Businesses receive a fair and equal opportunity for participation in the County's procurement process. This fact holds true for Services (Professional & Non-Professional), Commodities, and Construction contracts and any subcontracts thereto. The program strongly encourages Prime Contractors to provide subcontracting opportunities to Certified Hub Contractors/Vendors. Our goal for HUB contractor/vendor participation, as well as HUB subcontractor participation is 30%. To be considered as a "Certified HUB Contractor/Vendor" the contractor/vendor must have been certified by, and hold a current and valid certification with any of the three agencies listed below.

Have you been Certified as a HUB or an MBE/WBE source?: ☐ Yes ☐ No

If yes, by whom?: Texas Building & Procurement Commission Other_____

Indicate Certification No(s).:_____ or Are Certificate(s) Attached?: ☐ Yes ☐ No

LIST OF CERTIFIED HUB SUBCONTRACTORS

(Attach additional pages if necessary)

What percentage of the Bid, RFP,or RFQ is to be subcontracted with Certified HUB sources?: _____%
(List HUB Subcontractor information below).

HUB Subcontractor Name: _____ HUB Status: _____
Certifying Agency (Check all applicable): Texas Building & Procurement Commission Other
Address: _____ City: _____ State: _____ Zip: _____
Contact Person: _____ Title: _____ Phone No.: ( )_____
Subcontract Amount: $_____ Description of Work to be Performed: _____
_____

HUB Subcontractor Name: _____ HUB Status: _____
Certifying Agency (Check all applicable): Texas Building & Procurement Commission Other
Address: _____ City: _____ State: _____ Zip: _____
Contact Person: _____ Title: _____ Phone No.: ( )_____
Subcontract Amount: $_____ Description of Work to be Performed: _____
_____

HUB Subcontractor Name: _____ HUB Status: _____
Certifying Agency (Check all applicable): Texas Building & Procurement Commission Other
Address: _____ City: _____ State: _____ Zip: _____
Contact Person: _____ Title: _____ Phone No.: ( )_____
Subcontract Amount: $_____ Description of Work to be Performed: _____
_____

Form **W-9**
(Rev. August 2013)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Give Form to the requester. Do not send to the IRS.

Print or type
See Specific Instructions on page 2.

Name (as shown on your income tax return)

Business name/disregarded entity name, if different from above

Check appropriate box for federal tax classification:
☐ Individual/sole proprietor ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____

☐ Other (see instructions) ▶

Exemptions (see instructions):
Exempt payee code (if any) _____
Exemption from FATCA reporting code (if any) _____

Address (number, street, and apt. or suite no.)

Requester's name and address (optional)

City, state, and ZIP code

List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number
			–		–				

Employer identification number
		–							

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below), and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign Here | **Signature of U.S. person** ▶ | **Date** ▶

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. The IRS has created a page on IRS.gov for information about Form W-9, at *www.irs.gov/w9*. Information about any future developments affecting Form W-9 (such as legislation enacted after we release it) will be posted on that page.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, payments made to you in settlement of payment card and third party network transactions, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct.

Note. If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

In the cases below, the following person must give Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States:

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the entity,
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the trust, and
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person, do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.

2. The treaty article addressing the income.

3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.

4. The type and amount of income that qualifies for the exemption from tax.

5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS a percentage of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,

2. You do not certify your TIN when required (see the Part II instructions on page 3 for details),

3. The IRS tells the requester that you furnished an incorrect TIN,

4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or

5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code* on page 3 and the separate Instructions for the Requester of Form W-9 for more information.

Also see *Special rules for partnerships* on page 1.

What is FATCA reporting? The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all United States account holders that are specified United States persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code* on page 3 and the Instructions for the Requester of Form W-9 for more information.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account, for example, if the grantor of a grantor trust dies.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of $50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a $500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Name

If you are an individual, you must generally enter the name shown on your income tax return. However, if you have changed your last name, for instance, due to marriage without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name.

If the account is in joint names, list first, and then circle, the name of the person or entity whose number you entered in Part I of the form.

Sole proprietor. Enter your individual name as shown on your income tax return on the "Name" line. You may enter your business, trade, or "doing business as (DBA)" name on the "Business name/disregarded entity name" line.

Partnership, C Corporation, or S Corporation. Enter the entity's name on the "Name" line and any business, trade, or "doing business as (DBA) name" on the "Business name/disregarded entity name" line.

Disregarded entity. For U.S. federal tax purposes, an entity that is disregarded as an entity separate from its owner is treated as a "disregarded entity." See Regulation section 301.7701-2(c)(2)(iii). Enter the owner's name on the "Name" line. The name of the entity entered on the "Name" line should never be a disregarded entity. The name on the "Name" line must be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner's name is required to be provided on the "Name" line. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on the "Business name/disregarded entity name" line. If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

Note. Check the appropriate box for the U.S. federal tax classification of the person whose name is entered on the "Name" line (Individual/sole proprietor, Partnership, C Corporation, S Corporation, Trust/estate).

Limited Liability Company (LLC). If the person identified on the "Name" line is an LLC, check the "Limited liability company" box only and enter the appropriate code for the U.S. federal tax classification in the space provided. If you are an LLC that is treated as a partnership for U.S. federal tax purposes, enter "P" for partnership. If you are an LLC that has filed a Form 8832 or a Form 2553 to be taxed as a corporation, enter "C" for C corporation or "S" for S corporation, as appropriate. If you are an LLC that is disregarded as an entity separate from its owner under Regulation section 301.7701-3 (except for employment and excise tax), do not check the LLC box unless the owner of the LLC (required to be identified on the "Name" line) is another LLC that is not disregarded for U.S. federal tax purposes. If the LLC is disregarded as an entity separate from its owner, enter the appropriate tax classification of the owner identified on the "Name" line.

Other entities. Enter your business name as shown on required U.S. federal tax documents on the "Name" line. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on the "Business name/disregarded entity name" line.

Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the *Exemptions* box, any code(s) that may apply to you. See *Exempt payee code* and *Exemption from FATCA reporting code* on page 3.

Exempt payee code. Generally, individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends. Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.

Note. If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding.

The following codes identify payees that are exempt from backup withholding:

1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2)

2—The United States or any of its agencies or instrumentalities

3—A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities

4—A foreign government or any of its political subdivisions, agencies, or instrumentalities

5—A corporation

6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States

7—A futures commission merchant registered with the Commodity Futures Trading Commission

8—A real estate investment trust

9—An entity registered at all times during the tax year under the Investment Company Act of 1940

10—A common trust fund operated by a bank under section 584(a)

11—A financial institution

12—A middleman known in the investment community as a nominee or custodian

13—A trust exempt from tax under section 664 or described in section 4947

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 7
Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 4
Payments over $600 required to be reported and direct sales over $5,000[1]	Generally, exempt payees 1 through 5[2]
Payments made in settlement of payment card or third party network transactions	Exempt payees 1 through 4

[1] See Form 1099-MISC, Miscellaneous Income, and its Instructions.

[2] However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney, and payments for services paid by a federal executive agency.

Exemption from FATCA reporting code. The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements.

A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37)

B—The United States or any of its agencies or instrumentalities

C—A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities

D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Reg. section 1.1472-1(c)(1)(i)

E—A corporation that is a member of the same expanded affiliated group as a corporation described in Reg. section 1.1472-1(c)(1)(i)

F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state

G—A real estate investment trust

H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940

I—A common trust fund as defined in section 584(a)

J—A bank as defined in section 581

K—A broker

L—A trust exempt from tax under section 664 or described in section 4947(a)(1)

M—A tax exempt trust under a section 403(b) plan or section 457(g) plan

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-member LLC that is disregarded as an entity separate from its owner (see *Limited Liability Company (LLC)* on page 2), enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note. See the chart on page 4 for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local Social Security Administration office or get this form online at *www.ssa.gov*. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at *www.irs.gov/businesses* and clicking on Employer Identification Number (EIN) under Starting a Business. You can get Forms W-7 and SS-4 from the IRS by visiting IRS.gov or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note. Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: *A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8.*

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if items 1, 4, or 5 below indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on the "Name" line must sign. Exempt payees, see *Exempt payee code* earlier.

Signature requirements. Complete the certification as indicated in items 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account [1]
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor [2]
4. a. The usual revocable savings trust (grantor is also trustee) b. So-called trust account that is not a legal or valid trust under state law	The grantor-trustee [1] The actual owner [1]
5. Sole proprietorship or disregarded entity owned by an individual	The owner [3]
6. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulation section 1.671-4(b)(2)(i)(A))	The grantor*
For this type of account:	**Give name and EIN of:**
7. Disregarded entity not owned by an individual	The owner
8. A valid trust, estate, or pension trust	Legal entity [4]
9. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
10. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
11. Partnership or multi-member LLC	The partnership
12. A broker or registered nominee	The broker or nominee
13. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
14. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulation section 1.671-4(b)(2)(i)(B))	The trust

[1] List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

[2] Circle the minor's name and furnish the minor's SSN.

[3] You must show your individual name and you may also enter your business or "DBA" name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

[4] List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships* on page 1.

*Note. Grantor also must provide a Form W-9 to trustee of trust.

Note. If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records from Identity Theft

Identity theft occurs when someone uses your personal information such as your name, social security number (SSN), or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Publication 4535, Identity Theft Prevention and Victim Assistance.

Victims of identity theft who are experiencing economic harm or a system problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

Protect yourself from suspicious emails or phishing schemes. Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to *phishing@irs.gov*. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at: *spam@uce.gov* or contact them at *www.ftc.gov/idtheft* or 1-877-IDTHEFT (1-877-438-4338).

Visit IRS.gov to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.

Certification
Regarding Debarment, Suspension and Ineligibility

As is required by the Federal Regulations Implementing Executive Order 12549, Debarment and Suspension, 45 CFR Part 76, Government-wide Debarment and Suspension, the applicant certifies, to the best of his or her knowledge and belief, that both it and its principals:

a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency;

b. Have not within a three-year period preceding this bid proposal and/or application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction, violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

c. Are not presently indicted for or otherwise criminally or civilly charged by a government entity with commission of any of the offenses enumerated herein; and

d. Have not within a three-year period preceding this bid proposal and/or application had one or more public transactions terminated for cause or default.

Signature:_____
Print Name:_____
Title:_____
Telephone Number:_____
Date:_____

If the bidder is unable to certify to all of the statements in this Certification, such bidder should attach an explanation to this proposal.

Request For Qualifications
for
"Substance Abuse Treatment and Primary Care Services for Adolescents"
RFQ No: 2015-021-01-14-YZV

January 14, 2015

To: Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
2802 So. Business Hwy 281 - New Administration Building
Edinburg, Texas 78539

In accordance with the Requirements, and subject to all laws and regulations of the United States and state and local laws, the undersigned participant proposes and commits to furnish all labor, equipment, material, software and services as set forth in the documents hereinbefore mentioned. The undersigned participant further agrees, upon acceptance of its statement of qualifications, to execute a contract and/or Purchase Order issued by Hidalgo County for performing and completing the work described in the Requirements within the time stated and for the prices proposed in the documents attached hereto and made a part hereof.

Participant acknowledges receipt of all of the pages of the documents referenced in the Request For Qualifications Checklist presented in connection with this procurement. Participant understands that Hidalgo County reserves the right to reject any or all RFQs and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best statement of qualifications.

Participant agrees that this statement of qualifications shall be good and may not be withdrawn for a period of ninety (90) calendar days after the scheduled closing time for accepting RFQs, as contained in the Requirements.

Respectfully submitted,

OPENED
2/11/15
9:55a
Witnessed

Participant: University of Texas Pan American

Address: 1201 W. University Dr.

By: _____

Printed Name: Sadiq Shah

Title: Vice Provost of Research & Sponsored Projects

Hidalgo County Purchasing Department
2812 S. Business Highway 281
New Administration Building
Edinburg, Texas 78539

February 4, 2015

RE: INSURANCE REQUIREMENT ACKNOWLEDGMENT

Regarding the Insurance Requirement Acknowledgment, please note that it is the stated policy of the State of Texas not to acquire commercial general liability insurance for torts committed by employees of the state who are acting within the scope of their employment.

Rather, University is subject to the provision of Title 5, Chapter 101 of the Texas Civil Practice and Remedies Code, also known as the Texas Tort Claims Act. The limits of this liability are: (i) $250,000 for each person and $500,000 for each single occurrence for bodily injury or death, and (ii) $100,000 for each single occurrence for injury to or destruction of property.

Further, University employees are provided Worker's Compensation coverage under the self-insuring, self-managed program as authorized by Chapter 503, Section 503.022 of the Texas Labor Code.

Certificates evidencing such insurance will be made available for examination upon request by Sponsor.

Cordially,

Martin V. Baylor, MBA
Vice President for Business Affairs

Response to Exhibit A & A-1
RFQ 2015-021-01-14-YZV

1. Educational services will be provided by all of the disciplines currently under the college of Health Sciences and Human Services. These include Nursing, Physician Assistant, Social Work, Occupational Therapy, Communication Sciences and Disorders, Rehabilitation Counseling, Dietetics, Pharmacy and Clinical Laboratory Sciences. The intent is to educate the participants of the clinic regarding the services each of the disciplines so they understand the role and scope of the field.
2. The students will be supervised by certified/licensed faculty in the discipline. They will be part of an interprofessional team under the supervision of the primary health care provider engaged in services as deemed appropriate by the interprofessional team. Outcomes will be considered successful when the client/patient and their families have completed all of the training deemed necessary by the interprofessional team. This time will vary based on complexity of the needs of the individuals.
3. Family members will be responsible for keeping the appointments for the educational components. Steps will be taken to ensure the best availability of time is selected for the families. That will vary depending on several factors. It is anticipated most educational services will be provided in the evenings. The interprofessional team will evaluate the progress through case notes and observations. Amendments to the program may be made resulting from the observations.
4. Some of the faculty advisors have had experience teaching/working with youth. All, have had experience teaching adults. This is relevant due to the families being part of the educational process.
5. Specific requirements for Non-Residential Treatment Services:
    a. Photocopies of all licenses/certificates will be provided as needed for the educational component.
    b. Admission will be determined by the STITCH program.
    c. The interprofessional team will develop treatment goals. When such goals include the education of individuals who qualify for services and their families, in the various disciplines listed above, the educational outcomes and goals will be monitored and revised as necessary to ensure proper pedagogy is followed and mastery of the subject occurs. Progress reports will be provided to the family and the county.
    d. Eligibility and services to be provided will be determined by the interprofessional team lead by the primary care provider.
    e. Adolescents referred for treatment of mental illness, and treatment for appetitive drive disorders such as substance abuse, and eating disorders. A triple diagnosis is necessary to participate, along with the family members of such adolescents. The interprofessional team will determine the necessary education needed to assist with the treatment plan to be followed through by the c=primary care provider.

f. Group counseling may be provided. If so, it will be provided by a Licensed Professional Counselor with student interns. Various approaches may be determined best based on the group needs and goals. Most goals will focus around improvement of health, improvement of family dynamics and acceptance of healthy life styles.
g. As stated above, this will be determined by the needs of the individual.
h. This will be determined by the members of the STITCH team.
i. Case notes will be recorded after each session/visit. These will be kept in the file of the individuals receiving services.
j. All HIPPA rules and guidelines will be followed when communicating about an individual's progress.
k. This will be determined by the interprofessional team.
l. This will vary depending on availability of resources.
m. All records will be kept confidential on site. The education staff will adhere to all Hidalgo County requirements for storing sensitive data.

6. Success of the program will be determined by the individuals and/or their families reaching their educational goals.
7. It is not known at this point how many families will be educated on which topics.

Program Evaluation Methods page 8

1. The plan will be determined a success if 80% of the goals and objectives for that individual are met. The program will be considered a success if 80% of all of the goals are met.
2. Records will be graded for accuracy. An accuracy rate of 100% is required for success in this area.
3. Quality assurance of the educational training component will be provided by the faculty engaged in the educational activities and supervision of students where appropriate.
4. The interprofessional team will determine the necessary treatment along with the needed education training to be received by the clients/patients. The educational component will be provided by the faculty and supervised students as deemed appropriate.
5. Test over the content of the educational materials will be developed by faculty taking into consideration the audience and best practices to reach the goals and measure mastery.
6. Various analyses will be conducted; however, a discriminant functional analysis will be conducted to determine if any factors are able to predict success in the educational component.
7. This will depend on the discipline providing the training. If it is a cooking lesson, the evaluation report will be verbal after the family has completed the assignment.
8. The electronic database of the John Pena Clinic will be used. All individuals who will have access to it will be training in the proper use and storage of sensitive information.
9. The college is open to any additional outcomes recommended by the County.

AGREEMENT BETWEEN THE UNIVERSITY OF TEXAS HEALTH SCIENCE CENTER AT SAN ANTONIO AND HIDALGO COUNTY

C-15-021-06-23

This Agreement effective on **June 23, 2015** ("Effective Date"), is between The University of Texas Health Science Center at San Antonio ("UTHSCSA") and Hidalgo County acting by and through the Hidalgo County Health Department ("Hidalgo County") as the operator of the John Austin Peña Primary Care and Substance Abuse Treatment Facility at 3341 E. Richardson Rd., Edinburg, TX 78542 ("Hidalgo County" or "Facility") (collectively, the "Parties").

WHEREAS, UTHSCSA is an institution of higher education as defined by Texas Education Code Section 61.003(8) and is located in Bexar County, Texas;

WHEREAS, Hidalgo County is a county in the State of Texas**;**

WHEREAS, UTHSCSA shall administer and perform the duties and obligations of this Agreement until The University of Texas Rio Grande Valley School of Medicine ("UTRGV") is fully operational and expressly assumes the duties and obligations of this Agreement by written instrument on or about September 01, 2015;

WHEREAS, UTHSCSA and UTRGV (collectively the "UT Institutions") shall provide integrated care to patients with the Hidalgo County Health Department to combine the use of general medical care combined with the Screening Brief Intervention Treatment ("SBIRT") with a tele-health clinical behavioral and addictions consultation service ("CBAC") (collectively "the Program") at Facility;

WHEREAS, the goal of this combination is to improve access to treatment for adolescents with medical and concurrent psychiatric and addictive disorders, promote inclusion of child and adolescent psychiatry within the scope of the practice of primary care, and promote the rational utilization of scarce specialty resources for the most complex and high-risk adolescent population;

WHEREAS, the intent is to provide integrated care that improves the mental health outcomes of high-risk, high-acuity children and adolescents;

WHEREAS, the Parties recognize the need for improved and expanded combined medical, mental health and addiction services like those provided for the citizens of Hidalgo County;

NOW THEREFORE, in consideration of the mutual promises contained herein, the Parties agree to collaborate for the provision of the described healthcare services as follows:

1) Program

a. Facility agrees that use of the Facility will be provided without cost to the UT Institutions for the purpose of providing medical care integrated with mental health and addictions services to certain Hidalgo County patients.

b. The UT Institutions agree that they will abide by the terms of the RFQ, provide the services described by the RFQ, and be responsible for the activities of the faculty, residents, and students providing services or participating in training at the Facility under the RFQ

c. Facility and the UT Institution representatives will design an educational experience with regard to the Program for residents and students utilizing the personnel, equipment, and facilities of Facility.

d. The number of residents and students receiving clinical training at the Facility will be determined by the UT Institutions, with due consideration given to the Facility patients or clients available for participation in the Program.

2) **The UT Institutions' Obligations:** The UT Institutions and their students and/or personnel, where appropriate, shall:

a. Assure that residents or students selected for participation in Program have satisfactorily completed all portions of the applicable curriculum that are a prerequisite for participation in the Program.

b. Inform all faculty, residents, students, and other UT personnel participating in the Program that they are required to comply with the rules and regulations of Facility while on premises of Facility and to comply with the requirements of federal and state laws and regulations regarding the confidentiality of information in records maintained by Facility.

c. Provide evidence that UT Institution personnel assigned to the Facility have such licenses, permits or certificates as may be required by law and requested by the Facility.

d. Follow Facility policies regarding authorization for access to confidential information and review of medical records.

3) **Facility Obligations:** Facility and its personnel, where appropriate, shall:

a. Assign appropriate space on Facility premises for offices, lectures, and other non-experience-related activities of the Program.

b. Provide desk, computer, internet connection, and phone connections..

c. Assist the UT Institutions, as appropriate, with regulatory requirements related to the Facility.

4) **General Provisions**

a. **Term**. This Agreement shall commence on June 23, 2015 and terminate on June 24, 2016. Hidalgo County reserves the right to extend the contract for two (2) one (1) year terms, and contract may be extended at the sole discretion of the County for an additional sixty (60) day grace period at the end of the contract term for unforeseen dely in award on new bid for next contract.

b. **Potential Assignment**. When UTRGV becomes fully operational on or about September 1, 2015, UTHSCSA **s**hall transfer the RFQ, to UTRGV and Facility agrees that this Agreement may be assigned to UTRGV. In that event, all references to UTHSCSA shall be applicable only to UTRGV.

c. **Independent Contractors**. Under no circumstances shall any resident, student or UT Institutions' personnel be considered an agent or employee of Facility; they will be considered to be on the premises for the purpose of participating in the Program. Facility has no authority to dismiss UT Institutions' personnel, residents, or students. However, Facility may make recommendations to and shall retain its full power to control the practice and operations of the Facility. **Term**. This Agreement shall commence on May 19, 2015 and terminate on May 20, 2016. Hidalgo County reserves the right to extend the contract for two (2) one (1) year terms, and contract may be extended at the sole discretion of the County for an additional sixty (60) day grace period at the end of the contract term for unforeseen dely in award on new bid for next contract.

d.

e. **Entire Agreement**. This Agreement constitutes the entire agreement between the Parties with respect to the subject matter and no prior or contemporaneous agreements, written or oral, will be effective to vary the terms of those Agreements. No amendment to this Agreement shall be effective unless reduced to writing and signed by an authorized representative of each Party.

f. **Compliance**. The Parties will comply with applicable federal, state, and local laws, ordinances, and regulations in the performance of this Agreement including applicable safety regulations.

g. **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.

h. **Notice.** Except as my 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 noticed delivered in accordance herewith:

If to County:	Ramon Garcia Hidalgo County Judge 302 W. University Drive Edinburg, Texas 78539
With a copy to:	Eduardo Olivarez Chief Administrative Officer Department of Health Hidalgo County Courthouse 100 N. Closner Edinburg, Texas 78539
If to UTHSCSA:	Andrea M. Marks Vice President and Chief Financial Officer 7703 Floyd Curl Drive San Antonio, Texas 78229

With a copy to: Office of Legal Affairs
UTHSCSA
7703 Floyd Curl Drive
San Antonio, Texas 78229

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.

i. Controlling Law. 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.

j. Additional Documents. The parties hereto covenant and agree that they will execute each 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.

k. 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.

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

m. **Performance of Governmental Functions.** 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.

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

THE UNIVERSITY OF TEXAS HEALTH SCIENCE CENTER AT SAN ANTONIO

By: _____

By: _____

HIDALGO COUNTY, TEXAS

By: _____
Ramon Garcia, County Judge

ATTEST:
COUNTY CLERK

By: _____
Arturo Guajardo Jr.

Approve as to form:
Atlas, Hall & Rodriguez LLP

By: _____
Stephen L. Crain

Date:_____

Hidalgo County Purchasing Department
2812 S. Business Highway 281
New Administration Building
Edinburg, Texas 78539
(956) 318-2626/ Fax: (956) 318-2629

January 26, 2015

Re: **Addendum No. 2**

RFQ No: **2015-021-01-14-YZV**

Hidalgo County –**"Substance Abuse Treatment & Primary Care Services for Adolescents"**

Dear Bidder:

Attached you will find **ADDENDUM NO. 2,** in connection with **"HIDALGO COUNTY"** Request for Qualifications for **"Substance Abuse Treatment & Primary Care Services for Adolescents"**.

Please add this **ADDENDUM NO. 2** to your procurement packet, to permit your company to submit a complete packet. See original packet LEGAL NOTICE page 3 paragraph 9.

Acknowledge receipt of ADDENDUM NO. 2 by signing and returning this notice to us VIA FAX AT (956) 318-2629 or VIA E-MAIL TO: yolanda.velasquez@co.hidalgo.tx.us

If you do not receive all pages of **ADDENDUM NO. 2** please notify us immediately at (956) 318-2626 x-4881.

Please be advised that this **ADDENDUM NO. 2** will complete your RFQ packet for ***Hidalgo County*** –**"Substance Abuse Treatment & Primary Care Services for Adolescents"**

Thank you for your prompt attention to this matter.

Martha L. Salazar, CPPB
Hidalgo County Purchasing Agent

BY: _____
ADDENDUM NO 2
ACKNOWLEDEMENT OF RECEIPT

_____
Print Name

MLS/yzv
Enclosures

ADDENDUM NO. 2

January 26, 2015

RFQ No. 2015-021-01-14-YZV

Hidalgo County

"Substance Abuse Treatment & Primary Care Services for Adolescents"

PLEASE NOTE THE FOLLOWING CHANGES:

RFQ Acceptance Date~~: WEDNESDAY, JANUARY 14, 2015@ 9:30A.M.~~

1. ~~RFQ ACCEPTANCE DATE HAS BEEN CHANGED TO: Wednesday, January 28, 2015 @9:30 A.M (Addendum 1)~~

2. **RFQ ACCEPTANCE HAS HAS BEEN CHANGED TO: WEDNESDAY, FEBRUARY 11, 2015 @ 9:30 A.M.**

Please add this Addendum No 2 to your Statement of Qualifications (RFQ) so as to permit your company to submit a complete packet.

I, _____, acknowledge receipt of ADDENDUM NO. 2 dated, January 26, 2015 ***RFQ NO.:2015-021-01-14-YZV- Hidalgo County -***"**"Substance Abuse Treatment & Primary Care Services for Adolescents"**

_____ _____

Printed Name Date

NOTE: PLEASE SUBMIT THIS ADDENDUM WITH YOUR PACKET IN ORDER TO COMPLETE YOUR RFQ PACKET.

Hidalgo County Purchasing Department
2812 S. Business Highway 281
New Administration Building
Edinburg, Texas 78539
(956) 318-2626/ Fax: (956) 318-2629

January 07, 2015

Re: **Addendum No. 1**

RFQ No: **2015-021-01-14-YZV**

Hidalgo County –**"Substance Abuse Treatment & Primary Care Services for Adolescents"**

Dear Bidder:

Attached you will find **ADDENDUM NO. 1,** in connection with **"HIDALGO COUNTY"** Request for Qualifications for **"Substance Abuse Treatment & Primary Care Services for Adolescents"**

Please add this **ADDENDUM NO. 1** to your procurement packet, to permit your company to submit a complete packet. See original packet LEGAL NOTICE page 3 paragraph 9.

Acknowledge receipt of ADDENDUM NO. 1 by signing and returning this notice to us VIA FAX AT (956) 318-2629 or VIA E-MAIL TO: yolanda.velasquez@co.hidalgo.tx.us

If you do not receive all pages of **ADDENDUM NO. 1** please notify us immediately at (956) 318-2626 x-4881.

Please be advised that this **ADDENDUM NO. 1** will complete your RFQ packet for ***Hidalgo County*** –**"Substance Abuse Treatment & Primary Care Services for Adolescents"**

Thank you for your prompt attention to this matter.

Martha L. Salazar, CPPB
Hidalgo County Purchasing Agent

BY: _____
ADDENDUM NO 1
ACKNOWLEDEMENT OF RECEIPT

_____
Print Name

MLS/yzv
Enclosures

ADDENDUM NO. 1

January 07, 2015

RFQ No. 2015-021-01-14-YZV

Hidalgo County

"Substance Abuse Treatment & Primary Care Services for Adolescents"

PLEASE NOTE THE FOLLOWING CHANGES:

RFQ Acceptance Date~~: WEDNESDAY, JANUARY 14, 2015@ 9:30A.M.~~

1. RFQ ACCEPTANCE DATE HAS BEEN CHANGED TO: **Wednesday, January 28, 2015 @9:30 A.M**
2. WRITTEN QUESTIONS have been changed to: **Wednesday, January 21, 2015 by 5:00pm**
3. RESPONSES TO QUESTIONS will be emailed by: **Friday, January 23, 2015 by 5:00pm**

Please add this Addendum No 1 to your Statement of Qualifications (RFQ) so as to permit your company to submit a complete packet.

I, _____, acknowledge receipt of ADDENDUM NO. 1 dated, January 07, 2015 ***RFQ NO.:2015-021-01-14-YZV- Hidalgo County -"*****"Substance Abuse Treatment & Primary Care Services for Adolescents"**

_____ _____

Printed Name Date

NOTE: PLEASE SUBMIT THIS ADDENDUM WITH YOUR PACKET IN ORDER TO COMPLETE YOUR RFQ PACKET.

Hidalgo County Purchasing Department
2812 S. Business Highway 281
New Administration Building
Edinburg, Texas 78539
(956) 318-2626/ Fax: (956) 318-2629

REQUEST FOR QUALIFICATIONS (RFQ) CHECKLIST

"Substance Abuse Treatment and Primary Care Services for Adolescents"

RFQ NO: 2015-021-01-14-YZV

1. **Request for Qualifications Letter.**
2. **Request for Qualifications, Legal Notice, consisting of 09 pages.**
3. **Exhibit A, Requirements, Terms & Conditions and Exhibit A-1, Additional Requirements, Specifications, consisting of 16 pages.**
4. **Exhibit B, Evaluation/Selection Criteria, consisting of 3 page.**
5. **Exhibit C, Insurance Requirements, consisting of 4 pages.**
6. **Exhibit D, CIQ Conflict Of Interest Questionnaire, consisting of 1 page.**
7. **Exhibit E, Proposer's Affidavit, consisting of 1 page.**
8. **Proposer/Vendor Application and IRS W-9 Form, consisting of 6 pages.**
9. **Certification Regarding Debarment, Suspension and Other Responsibility Matters, consisting of 1 page.**

The above mentioned items shall be found in the Request for Qualifications (RFQ) packet that is attached herewith. Should you find that any of the items are not attached in its entirety please contact Purchasing by calling (956) 318-2626, advise of missing documentation, and Purchasing will forward information either through facsimile or by U.S. Mail.

Thank you.

Martha L. Salazar, CPPB, Purchasing Agent

December 29, 2014
Date

Hidalgo County Purchasing Department
2812 S. Business Highway 281
New Administration Building
Edinburg, Texas 78539
(956) 318-2626/ Fax: (956) 318-2629

December 29, 2014

_____

_____

_____

_____

Re: **HIDALGO COUNTY**
Request For Qualifications -**"Substance Abuse Treatment and Primary Care Services for Adolescents"**
RFQ NO: 2015-021-01-14-YZV

Dear Respondents:

Enclosed please find a Request for Qualifications (RFQ) packet for you review and consideration.

Hidalgo County Purchasing Department welcomes and appreciates your participation in the RFQ process.

If any further assistance is required, please do not hesitate to call the Purchasing Department at (956) 318-2626.

Sincerely,

Martha L. Salazar, CPPB
Hidalgo County Purchasing Agent

MLS/cga

Enclosures

RFQ No: 2015-021-01-14	Buyer III: Yolanda Z. Velasquez	Tel. No: (956) 318-2626

REQUEST FOR QUALIFICATIONS

Hidalgo County
Edinburg, Texas

"Substance Abuse Treatment and Primary Care Services for Adolescents"

January 14, 2015

Contact Person:

Martha L. Salazar, CPPB, Purchasing Agent

Hidalgo County Purchasing Department
2802 So. Business Hwy 281 - New Administration Building
Edinburg, Texas 78539

(956) 318-2626

Form HCPD-04

1. **Sealed Statements of Qualifications** will be received for **"Substance Abuse Treatment and Primary Care Services for Adolescents",** in accordance with the requirements attached hereto as Exhibit "A." RFQs should address all requirements set forth. Vendors may suggest substitutions of features which they feel would be in the best interest of Hidalgo County ("County"). Strong rationale must be presented for any deviation from the requirements. Hidalgo County reserves the right to reject the deviation and its effect on the overall RFQ.

2. One (1) original and seven (7) copies of all RFQs are required, with the vendor's name and address clearly typed/printed on upper left hand corner and the proper notation clearly typed/printed on the lower left hand corner of the envelope and/or package, **Request For Qualifications 2015-021-01-14-YZV "Substance Abuse Treatment and Primary Care Services for Adolescents"** and in County's Purchasing Department, 2802 So. Business Hwy 281, New Administration Building, Edinburg, Texas, **on or before 9:30 a.m., Wednesday, JANUARY 14, 2015. NO FACSIMILES OR LATE ARRIVALS WILL BE ACCEPTED. ANY RFQ RECEIVED AFTER THAT TIME WILL NOT BE OPENED AND WILL BE RETURNED. OVERNIGHT MAIL MUST ALSO BE PROPERLY LABELED ON THE OUTSIDE OF EXPRESS ENVELOPE OR PACKAGE WITH REFERENCE TO: RFQ No.: 2015-021-01-14-YZV -"Substance Abuse Treatment and Primary Care Services for Adolescents".** Hidalgo County reserves the right to refuse and reject any/all RFQs and to waive any/all formalities or technicalities, or to accept the RFQ considered the best and most advantageous to Hidalgo County. **WRITTEN QUESTIONS WILL BE ACCEPTED VIA FACSIMILE TO (956) 318-2629 OR VIA EMAIL TO yolanda.velasquez@co.hidalgo.tx.us NO LATER THAN** Wednesday, January 07, 2015 at 5:00 p.m. Responses will be sent to all applicants via facsimile by Friday, January 09, 2015. **TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.**

3. Hidalgo County reserves the right to separate and accept, or eliminate any item(s) listed under this statement of qualifications that it deems necessary to accommodate budgetary and/or operational requirements. Hidalgo County also reserves the right to reject any or all statement of qualifications submitted and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best statement of qualifications for approval. Receipt of any statement of qualifications shall under no circumstances obligate County to accept the lowest dollar statement of qualifications. The award of this contract shall be made to the responsible offeror whose statement of qualifications is determined to be the best evaluated offer resulting from negotiation, taking into consideration the relative importance of price and other evaluation factors as herein set forth.

4. Failure of the delivered item(s) to perform as specified or failure to meet the stated delivery schedule shall release Hidalgo County from all obligations to the contracting party with regard to the item(s) in question. In such event, County may elect to award the contract to the next-lowest responsible vendor, or to reject all RFQs and re-advertise.

5. For work to be performed at a County-owned or operated location, each vendor shall, in its sole discretion, visit the job site before preparing the RFQ and thoroughly familiarize himself/herself with existing conditions. Vendor should take field dimensions and note all circumstances which affect the RFQ.

6. No RFQ may be withdrawn within ninety (90) days from the scheduled time to accept RFQs.

7. Any interpretations, amendments, corrections or changes to this RFQ document must be in a written addendum and signed by the County Judge or his designee. Addenda will be mailed to all who are known to have received a copy of the Request for Qualifications. Vendors shall acknowledge receipt of all addenda as a part of their RFQ.

8. County reserves the right to accept or reject any or all RFQs.

9. Costs are to be net F.O.B. destination, County Prepaid.

10. County is exempt from Federal Excise Tax, State Tax and Local Tax. Tax exemption certificates will be furnished upon request.

11. Funds for this procurement have been provided through the County budget for this fiscal year only. County, on an annual basis, has the right to reconsider a contract during the budget process for ensuing years if financial resources of County are insufficient to meet the liabilities of said contract. The award of a statement of qualifications or contract hereunder will not be construed to create a debt of the County which is payable out of funds beyond the current fiscal year.

12. Upon award and prior to execution of a contract, Sole Proprietorships are required to submit a copy of their social security card to the Hidalgo County Auditor's Office in order to establish an account with the County. All awarded vendors must submit a completed W-9 and a copy of their Federal ID Number Certificate.

13. DELIVERY INSTRUCTIONS (for applicable goods and/or services):

    - No deliveries accepted after 3:00 P.M., Monday-Friday.

- At least seventy two (72) hours prior notice of delivery must be given to Martha L. Salazar, CPPB, Purchasing Agent, before delivery will be accepted.

- If you need additional information call the office listed below:

Hidalgo County Purchasing Department
Martha L. Salazar, CPPB, Purchasing Agent
(956) 318-2626

14. BILLING AND PAYMENT INSTRUCTIONS:

- Invoices must include:
  a) Name and address of successful vendor
  b) Name and address of receiving department or official
  c) Purchase Order Number (if any)
  d) Notation – **"Substance Abuse Treatment and Primary Care Services for Adolescents"**
  e) Descriptive information as to the items or services delivered, including product code, item number, quantity, etc.

- Discount payments will be considered when offered.

- Contact person for Billing and Payment questions:

Hidalgo County Auditor's Office
Ray Eufracio, County Auditor
2810 So. Business Hwy 281
Edinburg, TX 78539
956-318-2511

15. Schedule of Events

RFQ Acceptance, 9:30 A.M.	**January 14, 2015**
Award of Contract	_____, 2015
Commence Work or Deliver Products	_____, 2015

16. ~~Bid or Performance Bond and~~ **Debarment Certification**~~; Payment Under Contract:~~

- ~~If the contract proposed is for the construction of public works or is for a contract for goods and services exceeding $100,000, all bidders shall furnish a good and sufficient~~ bid ~~bond in the amount of five percent of the~~

~~total contract price. A bid bond must be executed with a surety company authorized to do business in Texas.~~ **All participants are required to furnish a certification or acknowledgment stating that the contractor or vendor is free from suspension or debarment pursuant to federal regulation 45CFR76.**

- ~~Together with the signing of a contract or issuance of a purchase order following the acceptance of a statement of qualifications, and prior to commencement of the actual work, the participant shall furnish a performance bond to the County for the full amount of the contract, if that contract exceeds $50,000.~~

- ~~If the contract is for $50,000 or less, no money will be paid to the contractor until completion and acceptance of the work or the fulfillment of the purchase obligation to the County, and, if applicable, the receipt by County of satisfactory evidence that all subcontractors and material men have been paid.~~

- ~~If a contract is for the construction, alteration or repair of public buildings or public works, the contractor *shall* provide a payment bond for a contract in excess of Twenty Five Thousand Dollars ($25,000.00), as required by Tex. Govt. Code Ch. 2253.~~

- ~~For requirements contracts, bond requirements are determined by applying the proposed unit price to the estimated quantities included in the specifications.~~

17. Ethical Standards:

- It shall be a breach of ethics to offer, give or agree to give any elected official, department head or employee, or former elected official, department head or employee, of the County, or for any elected official, department head or employee or former elected official, department head or employee of the County, to solicit, demand, accept or agree to accept from another person, entity or organization, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation or any part of a program requirement or purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter pertaining to any program requirement or a contract or subcontract, or to any solicitation or statement of qualifications therefore pending before any department or agency of the County.

- It shall be a breach of ethics for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor for any contract for the County, or any person associated therewith, as an inducement for the award of a subcontract or order.

- No public official shall have an interest in a contract awarded hereunder except in accordance with Tex. Loc. Govt. Code Chapter 171.

18. Disclosure of Conflict of Interest

Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that any vendor, person, Consulting Services or contractor considering doing business with Hidalgo County ("the County") to disclose in the Conflict of Interest Questionnaire ("the CIQ") attached as Exhibit D, the vendor, person, Consulting Services or contractor's affiliation or business relationship that might cause a conflict of interest with the County. By law, the CIQ must be filed with the Hidalgo County Clerk's Office no later than the seventh business day after the date the person becomes aware of facts that require that statement to be filed. The disclosure requirement applies to a person or business who contracts or seeks to contract with Hidalgo County for the sale or purchase of property, goods or service. Any purchase order or contract resulting from this process shall be considered null and void if the successful participant fails to comply with Texas Local Government Code Chapter 176. Vendors, Consulting Services, contractors and others who desire to conduct business with Hidalgo County are encouraged to refer to Texas Local Government Code Chapter 176 for the details of this law. An offense under Texas Local Government Code Chapter 176 is a Class C Misdemeanor.

Please Submit completed CIQ forms to the Hidalgo County Clerk's Office located at 100 N. Closner, Edinburg, Texas 78539-Hidalgo County Courthouse. **COMPLETION AND SUBMISSION OF FORM CIQ IS THE SOLE REPONSIBILITY OF THE PROSPECTIVE PARTICIPANT.**

19. If, during the life of any contract or statement of qualifications awarded, the successful participant's net prices generally available to other customers for items awarded herein are reduced below the contracted price, it is understood and agreed that the benefits of such reduction shall be extended to County.

20. Statement of qualifications, and all goods and services provided thereunder, shall comply with all federal, state and local laws concerning this type(s) of goods and/or services.

21. Minimum Standards For Responsible Prospective Participants: A prospective participant must affirmatively demonstrate participant's responsibility. A prospective participant, by submitting a statement of qualifications, represents to County that it meets the following requirements:

- Possess or is able to obtain adequate financial resources as required to perform under the statement of qualifications;
- Be able to comply with the required or proposed delivery schedule;
- Have a satisfactory record of performance;
- Have a satisfactory record of integrity and ethics;
- Be otherwise qualified and eligible to receive an award.

22. Successful participant will pay or cause to be paid, without cost or expenses to County, all FICA, FUTA/SUTA and Federal Income Withholding Taxes of all employees, and all wages and benefits as required by Federal or State law. Successful participant's officers, agents and/or employees will not be entitled to any benefits of an employee or elected official of County, including, but not limited to, benefits associated with County's civil service system.

23. Any contract award to a successful participant will be in effect until (a) the contract expires, (b) delivery and acceptance of products, and/or performance of services ordered, or (c) terminated by County with thirty (30) day's written notice prior to cancellation.

24. County reserves the right to enforce performance of any contract awarded hereunder in any manner prescribed by law or deemed to be in the best interest of the County in the event of breach or default by successful participant; County reserves the right to terminate any contract immediately in the event a successful participant fails to:

A. Meet schedules;
B. Pay any required fees or taxes; or
C. Otherwise perform in accordance with the requirements.

25. Successful participant shall defend, indemnify and save harmless County and all its elected officials, officers, agents and employees from all suits, actions, or other claims of any character, name and description brought for or on account of any injuries or

damages received or sustained by any person, persons, or property on account of any negligent act or fault of the successful participant, or of any agent, employee, subcontractor or supplier in the execution of, or performance under, any contract which may result from statement of qualifications award. Successful participant indemnifies and will indemnify and save harmless County from liability, claim or demand on their part, agents, servants, customers, and/or employees whether such liability, claim or demand arise from event or casualty happening or within the occupied premises themselves or happening upon or in any of the halls, elevators, entrances, stairways or approaches of or to the facilities within which the occupied premises are located. Successful participant shall pay any judgment with costs which may be obtained against County growing out of such injury or damages, and shall, upon request, provide a defense to County by counsel reasonably acceptable to County. Successful participant's indemnity hereunder shall include, but is not limited to, claims relating to patent, copyright or trademark infringement, and the like, arising out of the goods or services provided by successful participant.

26. Successful participant shall warrant that all items/services shall conform with the specifications and/or all warranties provided under the Uniform Commercial Code and be free from all defects in material, workmanship and the like. Items supplied under a contract pursuant to this Request for Qualifications shall be subject to County's approval. Items found to be defective or not meeting specifications shall be replaced by successful participant within two business days at no expense to County. Items not picked up within one (1) week after notification shall be deemed a donation to County and may be used or disposed of at County's discretion and without waiver of any other rights of County as to the item's nonconformity.

27. This document and any disputes arising hereunder shall be governed and construed according to the laws of the State of Texas, and will be performable exclusively in Hidalgo County, Texas.

28. The successful participant shall not assign, sell, transfer or convey its rights under any awarded contract, in whole or in part, without the prior written consent of County.

29. Participants shall provide with the statement of qualifications response, a list of at least three (3) references where like services have been supplied by their firm. Include the name of the business or government, address, telephone number and name of representative or contact person.

30. Participants must provide **all** documentation requested with this Statement of qualifications in their response. Failure to provide this information may result in rejection of the statement of qualifications as non-conforming.

Request For Qualifications
for
"Substance Abuse Treatment and Primary Care Services for Adolescents"
RFQ No: 2015-021-01-14-YZV

January 14, 2015

To: Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
2802 So. Business Hwy 281 - New Administration Building
Edinburg, Texas 78539

In accordance with the Requirements, and subject to all laws and regulations of the United States and state and local laws, the undersigned participant proposes and commits to furnish all labor, equipment, material, software and services as set forth in the documents hereinbefore mentioned. The undersigned participant further agrees, upon acceptance of its statement of qualifications, to execute a contract and/or Purchase Order issued by Hidalgo County for performing and completing the work described in the Requirements within the time stated and for the prices proposed in the documents attached hereto and made a part hereof.

Participant acknowledges receipt of all of the pages of the documents referenced in the Request For Qualifications Checklist presented in connection with this procurement. Participant understands that Hidalgo County reserves the right to reject any or all RFQs and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best statement of qualifications.

Participant agrees that this statement of qualifications shall be good and may not be withdrawn for a period of ninety (90) calendar days after the scheduled closing time for accepting RFQs, as contained in the Requirements.

Respectfully submitted,

Participant:_____

Address:_____

By:_____

Printed Name:_____

Title:_____

EXHIBIT A

REQUIREMENTS/TERMS AND CONDITIONS

HIDALGO COUNTY
REQUEST FOR QUALIFICATIONS

"SUBSTANCE ABUSE TREATMENT AND PRIMARY CARE SERVICES FOR ADOLESCENTS"

RFQ NO: 2015-021-01-14-YZV

Hidalgo County (hereinafter referred to as "COUNTY") is inviting statements of qualifications from qualified firms/vendors to provide "Substance Abuse Treatment and Primary Care Services for Adolescents" for a period of one (1) year with the County's option to renew/extend two (2), one (1) year extensions, at the same rate, terms and conditions. Hidalgo County is seeking to enter into an Operational Lease/Agreement(s) with state-registered (Texas) firm (which will be provided as a draft copy acceptable to Hidalgo County thru an Addendum). Hidalgo County Purchasing Department will receive sealed envelopes containing statements of qualifications for the provision of **"Substance Abuse Treatment and Primary Care Services for Adolescents"-Request for Qualifications"** as specified herein. Statements of qualifications will be accepted until **9:30 A.M., Wednesday January 14, 2015. ANY RFQ RECEIVED AFTER THAT DATE AND TIME WILL NOT BE ACCEPTED AND WILL BE RETURNED UNOPENED.**

ADDITIONAL INFORMATION:
Hidalgo County is requesting that "Request For Qualifications" be routed to Martha L. Salazar, CPPB, Purchasing Agent, at:

US Postal Mail address:
Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Administration Building
2812 S. Business Hwy. 281
Edinburg, Texas 78539

Physical Address:
Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Administration Building
2802 S. Business Hwy. 281
Edinburg, Texas 78539

The Submittal Envelope Must Show the RFQ Number, Name and Acceptance Date.

The following outlines the Request For Qualifications:

SECTION I GENERAL TERMS AND CONDITIONS

WRITTEN QUESTIONS WILL BE ACCEPTED VIA FACSIMIL NO LATER THAN Wednesday, January 07, 2015 at 5:00 P.M. at (956) 292-7612, and/or **BY EMAIL TO: yolanda.velasquez@@co.hidalgo.tx.us** Responses will be sent to all applicants via facsimile by **Friday, January 09, 2015. TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.**

PROPOSER'S AFFIDAVIT:
Prior Contract award, respondents to this RFQ must submit a signed Proposer's Affidavit (attached herein in **Exhibit E**) certainly that the submission is (1) not the result of Collusion as described in the Proposer's Affidavit, (2) that the Respondent does not have a Conflict of Interest as described in the Proposer's, affidavit or that the Respondent has not and will not attempt to lobby directly or indirectly as described in the Proposer's Affidavit.

NON-DISCRIMINATION:
Submitters, during the performance of this contract, will not discriminate against any employee or applicant for employment because of race, religion, sex, national origin or disability except where religion, sex, national origin or disability is a bona fide occupational qualification reasonably

necessary to the normal operation of the contractor.

PROCESSING TIME FOR PAYMENT:
Submitters are advised that a minimum of thirty (30) days is required to process invoices for payment.

ELECTRONIC TRANSMISSION OF BIDS:
Hidalgo County's Purchasing Department will not accept telegraphic or electronically transmitted submissions.

PROOF OF FINANCIAL AND BUSINESS CAPABILITY:
Submitters must, upon request, furnish satisfactory evidence of their ability to furnish products or services in accordance with the terms and conditions of these requirements. Hidalgo County will make the final determination as to the submitter's ability.

SUBMITTER DEFAULT:
Hidalgo County reserves the right, in case of submitter default, to procure the articles or services from other sources and hold the defaulting submitter responsible for any excess costs occasioned thereby.

RESTRICTIVE OR AMBIGUOUS REQUIREMENTS:
It is the responsibility of the submitter to review the Request for Qualifications (RFQ) packet and to notify the Purchasing Department if the requirements are formulated in a manner that would unnecessarily restrict competition. Any such protest or question regarding the requirements or bidding 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 submitters, when hand delivering RFQ, to make sure that it is stamped with date and time by the County Purchasing staff.

SIGNING OF PROPOSALS/QUALIFICATIONS:
In order to be considered all submittals **must** be signed. **Please sign the original in blue ink.**

WAIVING OF INFORMALITIES:
Hidalgo County reserves the right to waive minor informalities or technicalities when it is in the best interest of Hidalgo County.

SUBCONTRACTING: The successful submitter may not subcontract the award without the written consent of the Commissioners' Court of Hidalgo County.

TERM OF CONTRACT:
It is intended that the term of the contract will be for an initial period of one (1) year, with County's option to renew for two (2) additional one (1) year terms, under the same rates, terms and conditions.

The County has the option to extend for sixty (60) day grace period at the end of the contract for unforeseen delays on subsequent contract under the same rates, terms and conditions.

DAVIS BACON ACT: (If Applicable)
All selected and awarded firms are required to include the Davis-Bacon Act when advertising and developing specifications.

SECTION II RFQ REQUIREMENTS

REQUEST FOR QUALIFICATIONS:
The required contents and limitations for the preparation of the RFQ are described in this section. Failure to provide the requested information or adhere to any County limitations will result in disqualification of the submitted RFQ.

CONTENTS:
The required contents for the RFQ are presented below in the order they should be incorporated into the submitted document.

UNDERSTANDING OF THE PROJECT:
This section should demonstrate the submitter's understanding of the project needs, the work required, and any local issues or concerns. This description should be concise, candid, and limited to 3 pages in length.

FIRM QUALIFICATIONS:
Hidalgo County Health and Human Services is seeking to contract with a qualified firm(s) for "*Substance Abuse Treatment and Primary Care Services for Adolescents*". Please refer to the **"Additional Requirements, Qualifications, Specifications, Instructions and Eligibility Criteria"** for further requirements regarding detailed information.

PERSONNEL AND STAFFING:
The firm should provide an organizational chart for the project and a summary paragraph of the project work to be performed by each proposed staff member. Biographic summaries that highlight the experience relevant to the specific project responsibilities should be provided for all proposed personnel. There is a one (1) page limitation for each biographic summary provided.

REQUIRED CERTIFICATIONS AND SUBMITTAL:
This section will contain any licenses and certifications as required by the State of Texas, and Hidalgo County that you possess that deem you as a qualified provider. The qualified firm/provider(s) should add copies of its/their Professional Liability Insurance as well as all other applicable insurances as required by Hidalgo County and as detailed in Exhibit "C" contained herein.

If the firm/provider cannot meet any of the following services/responsibilities, such exception must be noted on the company's cover letter.

SCOPE OF SERVICES:
Hidalgo County Health and Human Services (HCHHS) is requesting statements of qualifications from experienced, qualified firms/vendors to provide "Substance Abuse Treatment and Primary Care Services for Adolescents". Please refer to the **"Additional Requirements, Qualifications, Specifications, Instructions and Eligibility Criteria"** for further requirements regarding detailed information.

NUMBER OF COPIES TO BE SUBMITTED:
Hidalgo County requires **one (1) original submittal and seven (7) copies**.

PARTICIPANTS ARE NOT TO PROVIDE A FEE SCHEDULE WITH THIS SUBMITTAL:
Hidalgo County will discuss this during the negotiation process.

SECTION III: SELECTION AND SCHEDULES

SELECTION PROCEDURES/EVALUATION CRITERIA:
The RFQ shall be submitted according to the schedule below. The evaluation consists of a 100-point scoring system based on the Evaluation Criteria - Exhibit B. However, at the sole discretion of Commissioner's Court a presentation may be requested from the participating firm(s) that have scored at least 80 points in order to complete and finalize the ranking.

(A) The Hidalgo County Commissioners' Court and/or an Evaluation Committee (selected and/or designated by Commissioner's Court) will review, score and evaluate the SOQs received in response to this Hidalgo County request for qualifications.

(B) After the SOQs have been reviewed, scored and evaluated, the committee will present a grid to the Hidalgo County Commissioner's Court for the purposes of ranking.

Statement of Qualifications will be graded on a point system with emphasis on ability to service the County and experience in seeking funding and assistance through federal and state agencies, private sector(s) and other sources, including but not limited to the following:

A. **Participant proposed services In Lieu of operational facility and amenities. (40)**
- Participant to summarize clinical substance abuse and medical services to be performed.
- In considering the proposals, Hidalgo County reserves the right to select the acceptable applicant who offers contractual terms and conditions that are most advantageous to Hidalgo County.

B. **Program Design (20)**
- The manner in which the minimum requirements are met and the extent to which these requirements are exceeded.
- Completion of all aspects and information asked for in this RFQ and the attachments thereto.
- Participant's services and treatment activation plan and time frames and dates.
- Participant's program performance measures, evaluation, and monitoring procedures.
- The adequacy and extent of Participant's financial resources and insurance coverage.

C. **Participant's Experience (20)**
- Participant's/firm qualifications (e.g. Experience/Licenses/Certificates of management and staff). Please note if individual is a full time salaried employee or a consultant with limited patient contact.
- Evidence of participant's previous accomplishments in providing substance abuse services and treatment within the last five (5) years.
- Participant's experience in working with the target population being addressed in the statement of qualifications.
- Participant's experience in working with or partnering with medical primary care in collaboration with substance abuse treatment.

D. **Participant's Operations Plan and Budget (20)**
- Required to be submitted;
- In compliance as requested by the Texas DSHS Substance Abuse Treatment Licensure Manual.
- Participant must demonstrate a clear sustainability plan in partnering with Hidalgo County.

NEGOTIATION PROCESS: The number one ranked firm will be contacted to commence stage of the negotiation process including a lease fee. If negotiations prove unsuccessful, Commissioner's Court will terminate negotiations with the firm and will contact the next highest ranked firm to open negotiations. The County of Hidalgo reserves the right to reject any and all RFQ's.

EXHIBIT A-1

HIDALGO COUNTY
Request for Qualifications

RFQ No.: 2015-021-01-14-YZV
"Substance Abuse Treatment and Primary Care Services for Adolescents"

Additional Requirements, Qualifications, Specifications,
Instructions and Eligibility Criteria

Hidalgo County Health and Human Services (HCHHS) is seeking statements of qualifications for vendors to provide **"Substance Abuse Treatment and Primary Care Services for Adolescents"** for a period of one (1) year with the County's option to renew/extend two (2), one (1) year extensions, at the same rates, terms and conditions. ***Hidalgo County has the facility in place, only the services for "Substance Abuse Treatment and Primary Care Services for Adolescents" are being requested to be provided in the existing facility.***

PROGRAM MISSION:

1. Protect the public interest and public health safety of our community by the use of substance abuse prevention, intervention and treatment methods;
2. Provide substance abuse treatment and primary health care services to adolescents and/or the juvenile courts in our community;
3. Provide substance abuse treatment and primary care to adolescents who may be referred from the criminal justice system, educational system or from the public or private sector;
4. Provide programs and activities designed to reduce the impact of adolescents abuse and addiction;
5. Promote a drug-free lifestyle for clients in collaboration with families, schools and various community organizations;
6. To engage primary health care to assist the treatment of substance abuse and addiction to children within our community.
7. To provide a teaching/learning environment for university/college students in social/behavioral health, medical. Allied health, and/or public health programs of study.

OVERVIEW:

Any contract that is offered and furnished by Hidalgo County to Firm/Participant under this RFQ will be "SERVICES FOR OPERATING LEASE" type contract (which will be provided as a draft copy acceptable to Hidalgo County thru an Addendum). Such offered lease/contract will contain terms and conditions similar to those set forth in the *Texas Department of State Health Services Substance Abuse Treatment Providers Procedures and DSHS Licensing Requirements* and will hold the potential vendor accountable for all billing and collections of said services rendered to clients within the community. Hidalgo County and/or Hidalgo County Health & Human Services (HCHHS) Department will not be held responsible for any payment, collections and/or revenue production for any services offered by qualified firm/participant; as such provisions therein may be revised by Hidalgo County and firm/participant to conform to the circumstances.

If a contract is offered and furnished by Hidalgo County to firm/participant, it is anticipated that the proposal, and the related operations and budget information as submitted in response to this RFQ, will be attached and incorporated by reference into such contract as entered into and executed by the parties.

Under these circumstances, therefore, the firms/participants **Vendor Operations Plan and Budget** as included in the statement of qualifications will become legally binding upon the firm/participant and Hidalgo County. Such Vendor Operations Plan, related Budget and any clinical services will govern the process, circumstances, and terms under which the Firm/participant's substance abuse treatment and primary care services will be provided. With respect to the Vendor Operations Plan and the related Budget, see also: *Texas Department of State Health Services Substance Abuse Treatment Providers Procedures and DSHS Licensing Requirements*. In addition, the qualified firm/participant is solely responsible to obtain all and any licenses, permits and/or permissions required to provide substance abuse prevention, intervention and treatment services to adolescents in accordance to any and all State of Texas Regulations to include any licenses or permits for the County –owned building and/or its premises as required by Texas Department of State Health Services. In the case of any actual or alleged disagreement, discrepancy, or conflict between the contract as entered into between Hidalgo County and firm/Participant and the Vendor Operations Plan and Budget as incorporated therein, the language and provisions of the contract shall take precedence and prevail.

Hidalgo County is offering, in lieu of payment for services provided by the participant, the following:

1. **The facility in which primary care/substance abuse services will be provided** by vendor. The facility was constructed by the State of Texas and Hidalgo County at an approximate cost of $5 - 6 million. The facility is approximately 13,000 sq. ft. with the needed group rooms, offices, exam rooms, reception areas and other facilities that are usual and customary to an outpatient treatment program.

2. Hidalgo County will be responsible for **any costs involving the usual and customary utilities** (i.e. water, electrical, telephone and IT services).

3. The facility will have a **gazebo exterior facility** which will allow didactic instruction in a natural setting.

4. In order to assure privacy and security, the perimeter of facility grounds will be fenced and/or landscaped and lit.

5. Hidalgo County will be responsible to provide the custodial and basic upkeep of facility and surrounding grounds.

6. Hidalgo County will provide **adequate parking for clients and staff** as well as providing for ADA access and allotted parking spaces as required by the State of Texas and the City of Edinburg, Texas.

7. Hidalgo County will provide basic office furnishings and any additional furnishings in the group rooms, classrooms, exam rooms and reception areas, i.e. desks, chairs, tables and credenzas in the appropriate areas.

8. Hidalgo County will provide **IT access via T-1 and copper lines** as directed by Hidalgo County IT dept, **to include any monthly or yearly charges**. Each office space, exam room and group rooms will be pre-wired for the necessary IT, telephone and digital needs.

9. The facility will be equipped with **full generator capability** to ensure the most comfortable and secure environment for the firm/participant.

10. The facility will also include a **fully-equipped kitchen** which can be used with the adjacent class-space in providing life-skills education along with nutritional education to the clients and families.

11. The **County Sheriff and/or Constable will provide basic security** to include surveillance of the perimeter of the property and facility on a regular incremental basis. Security will include **perimeter security cameras** which can be controlled and observed from inside the building.

12. Hidalgo County will **assist the qualified firm/participant in obtaining adequate referrals** in order to encourage its success and promote a healthier lifestyle for Hidalgo County residents.

The qualified firm/participant will be fully responsible for all costs associated to clinical services, insurances, liabilities and any additional costs related to the operations of a State-licensed free-standing substance abuse/primary care facility and services.

Hidalgo County will not be responsible for any liability or cost due to the lack of sustainability and/or operations by the proposed vendor and/or any of its partners or business alliances. In the event of such dire circumstances, the County MAY review options with the provider.

If a formal written contract is negotiated and entered into between firm/participant with Hidalgo County, it is anticipated that the format, terms and provisions, of such contract will be substantially set forth by *Texas Department of State Health Services Substance Abuse Treatment Providers Procedures and DSHS Licensing Requirements.* Prior to its furnishing of a formal contract/lease to firm/participant, Hidalgo County reserves the right to revise or modify such contract format, terms and conditions as may be deemed appropriate under the circumstances and to accommodate any changes or revisions that may occur to the applicable *Texas Department of State Health Services Substance Abuse Treatment Providers Procedures and DSHS Licensing Requirements, legislation or other requirements.*

OVERVIEW OF REQUIRED SERVICES:

A. **NAME:**
The name of the facility and/or treatment program, the approved moniker for this campus is the John Austin Peña Memorial Center for Primary Care and Substance Abuse.

B. Hidalgo County is seeking "Substance Abuse Treatment Agencies" to provide services to substance abusing adolescents that have been referred by the juvenile court system, educational system or from the public or private sector. This may and often does include adolescents who have violent or sexual offenses or have mental illness. **Exceptions to these or any type of client/adolescents should be noted.**

C. The level of services to be provided includes primary care and outpatient substance abuse treatment services. **A firm/participant must respond to all levels of service.**

D. Any contracts that may be awarded to participant related to this RFQ will be for "Substance Abuse Treatment and Primary Care Services for Adolescents" **only**. Hidalgo County has the facility for the services being requested. Services such as anger management, cognitive behavioral and life skills can be included by a firm/participant in treatment to the extent they are inclusive in a substance abuse treatment and primary care program, and related to the specific issue of substance abuse and or primary health care and/or prevention.

E. Under any contract that may be awarded related to this RFQ, Firm/participant will be obligated to submit one (1) copy each month of an itemized description of services being provided to Hidalgo County Health & Human Services Department and must make quarterly presentations to Hidalgo County Commissioners Court regarding admissions, services being provided and overall status of program. In addition, firm/participant that provides the services requested may be required to use the forms and procedures specified by the client's referring entity. Firms/participants may be required to submit payment of lease electronically to Hidalgo County on software provided by Hidalgo County.

F. If required, firm/participant, at no cost to Hidalgo County, must agree to provide appropriate testimony, affidavits and documents for any court proceedings and trials related to its treatment and other services regarding any clients or families referred from the Juvenile Probation system and/or any other entity requiring such documentation in accordance with the State of Texas.

G. Requirements in the event of a Declared Emergency:
In the event of a man-made or natural emergency event, (i.e., hurricanes, wildfires, bioterrorism, etc.), Hidalgo County has the right to utilize this facility for no more than 10 working days or 14 calendar days as an emergency response operations facility or as designated by the Texas Department of Emergency Management (TDEM). Funds obtained via the Federal Emergency Management Agency (FEMA) and TDEM to construct this facility allows the building to withstand up to a Category 3 hurricane; therefore, during those emergent times, the ultimate responsibility for Hidalgo County would be to provide assistance to all responders and residents of the County. The facility will benefit the firm/participant by having 24/7 generator power for the entire facility at the expense of the County. Therefore, the impact to the firm/participant during non-emergent power outages would be minimal.

H. Encouragement of Academic Partnerships:
The firm/participant is highly encouraged to partner with the various accredited institutions

of higher learning to obtain and provide training and internship opportunities in the clinical areas in which it is clinically appropriate, in accordance with the Texas DSHS rules and guidelines. The firm/participant is encouraged to demonstrate this aspect in their operations plan.

1. Should the County enter into a partnership with a university/college, vendor shall agree to participate in said program to the extent allowed by the State of Texas and all other licensing entities.

REQUIRED INFORMATION:

1. The qualified firm/participant will be responsible to provide any and all documentation requested by the client's referring agency in accordance with the treatment plan, after-care plan and/or referral for additional treatment in accordance with the State of Texas Rules and Regulations. Documentation may include information being sent to Hidalgo County Commissioners Court, Hidalgo County Health & Human Services Department, and/or any other County, State or Federal agency to include school districts and/or private schools.

2. The firm/participant must adhere to ALL Texas DSHS licensure requirements for a free-standing substance abuse and primary care treatment facility. The qualified firm/participant will be solely accountable for addressing any findings, complaints and/or legal issues resulting from patient neglect, clinical programming misappropriations and/or inadequate clinical oversight.

PROGRAM DESCRIPTION:

1. Describe all services to be provided by firm/participant, and specify if all services are provided to persons referred to the Hidalgo County Primary Care and Substance Abuse Facility.

2. Describe Firm/participant's services and treatment goals and objectives, including how an individualized client treatment plan is developed. Describe other types of treatment plans you will use; firm/participant must define what would be considered a successful treatment outcome, taking into account the client's individualized family treatment plan;

3. Describe all responsibilities that are to be placed upon persons and family members participating in firm/participant's programming, taking into account any requirements from the Juvenile Probation, School or other referring agencies which includes any treatment services assignments, which may include tasks for the client to complete (i.e., homework assignments, practice sessions, etc., include frequency, number and time frame where appropriate).

4. Describe the Firm/participant's experience and history, if any, in working with adolescents who are, or were, involved with the criminal justice and/or educational system in Texas or elsewhere.

5. Specific requirements for Non-Residential Treatment Services:

a. Provide photocopies of all state and local facility licenses/certificates that apply to the services/treatment at issue, and include expiration and renewal dates;

b. Describe the procedure used by firm/participant and information that is necessary for a client to be admitted to their program/service;

c. Firm/participant must develop and incorporate preventive medical and intervention goals and procedures into the client and family treatment plan; clear expectations must be monitored and reported by firm/participant to Hidalgo County and/or to referring entities (i.e. juvenile court system, educational system or other referring agencies);

d. Describe and specify any diagnostic assessments by firm/participant that will precede program services and/or treatment. Describe any post-program services and/or treatment assessments that will be conducted by Firm/participant. Describe why these particular assessments will be utilized;

e. Describe how and in what time frame and under what circumstances an individualized client treatment plan is developed by Firm/participant; and, demonstrate a method in which previous treatment programs are incorporated into the individualized treatment plan.

f. If group counseling is provided, describe the type of group process utilized, include goals/objectives of group process, minimum/maximum number of clients in a group, specify if open or closed groups are utilized;

g. If individual counseling is provided, describe the counseling/therapeutic approach utilized, specify skill development techniques utilized and goals/objectives of individual counseling; to incorporate any AXIS 3/Medical Diagnosis into their individualized treatment plan.

h. Describe minimum/maximum length of program participation. (Specify program length for each level of service, *i.e.* group/individual.) Describe what criteria and processes are used by Firm/participant to determine when to release a client early or to request a written extension;

i. Describe how client progress is measured during program participation. Including the type and frequency of progress reports to be made to Hidalgo County and/or to referring entities, (i.e. juvenile court system, educational system or other referring agencies);

j. Describe communication process and frequency of communication between firm/participant's program staff and Hidalgo County and/or to referring entities, (i.e. juvenile court system, educational system or other referring agencies); Specify if communication process or frequency will vary during duration of firm/participant's services/treatment; firm/participant must always take into account: HIPAA rules and Guidelines when communicating about a

client's/family's progress.

k. Describe the firm/participant's client discharge/termination procedure (successful /unsuccessful) from the program/service being provided. Include if certificates of completion will be provided by firm/participant to participants, and if so, the procedure to provide certificate to an client and the notification procedure to be used by firm/participant to Hidalgo County and/or to referring entities, (i.e. juvenile court system, educational system or other referring agencies);

l. Describe the firm/participant's staff-to-client ratio by level/type of service and treatment.

m. Describe other relevant client supervision procedures. Describe firm/participant's client files, records, format, electronic databases, frequency of entries, etc. Provide a sample of HIPAA protocols for clients and families.

6. Firm/participant must provide outcomes of quality of life improvements, life-skill improvement, community re-orientation improvements, family communication, improvements, and incorporate any medical prevention/education procedures that will demonstrate an improvement in quality of life when concerning medical health (i.e. glucose testing, proper nutrition, follow-through on meds, etc.). Firm/participant must define what would be considered a successful treatment outcome taking into account the client's individualized family treatment plan.

7. Describe, at a minimum, Firm/participant's program performance measures and standards, to at least the following:
   A. Outputs:
      - Total number of clients served;
      - Total number of counseling hours provided.
      - Total number of class hours provided
      - Total number of family counseling hours provided

Other output measures may be determined/requested by Hidalgo County and/or referring entities (i.e. juvenile court system, educational system or other referring agencies);

   B. Outcomes:
      - Include immediate and long-term outcomes that are specific to the program/services as set forth in the proposal;
      - Total number of successful program completions;
      - Reduction of drug or alcohol use by clients.
      - Firm/participant will provide a cost-utilization plan on services provided, i.e. actual costs of all services provided by vendor. This will be part of the quarterly information provided to Hidalgo County Commissioners' Court, in order to demonstrate an actual dollar value of services in return for the usage of the facility and all services associated with the Hidalgo County facility.

Other output measures (determined/requested by Hidalgo County and/or referring entities, (i.e. juvenile court system, educational system or other referring agencies).

PROGRAM EVALUATION METHODS:

1. Describe Firm/participant's plan for determining the degree to which output and outcome objectives are met and methods that are followed.

2. Describe Firm/participant's documentation methods and the plan for monitoring records and determining and evaluating outputs and outcomes.

3. Firm/participant must provide their quality assurance (QA) procedures for monitoring performance measures, outputs and outcomes, and who would be accountable for maintaining this information, including any subcontracted agencies
    a. Firm/participant must provide full disclosure of all licensed sub-contractors that may provide any direct client services to Hidalgo County residents.

    b. Firm/participant must provide a signed statement of assurance demonstrating that a complete background check on all employees, contractors and any licensed staff has been conducted to assure the safety and well-being of all clients and family members participating.

4. Describe how data and records will be gathered by firm/participant to determine treatment and program outputs and outcomes.

5. Firm/participant must provide a list of testing instruments to be utilized in treatment, and provide a brief explanation of why this instrument will be used.

6. Firm/participant's data analysis methods and utilization of outcomes must be clearly described within the proposal.

7. Describe the evaluation reports to be prepared and produced by firm/participant.

8. Describe the firm/participant's Management Information System (MIS), electronic databases, and record systems to be used by firm/participant for tracking clients in treatment and after discharge.

9. Additional Outcomes.

    - Additional program evaluation outcomes will be measured by Hidalgo County and/or referring entities (i.e. juvenile court system, educational system or other referring agencies); firm/participant must provide services that meet the following goals:

        a. Incorporation of preventive medical intervention and education into the individualized client/family treatment plan.

    - Outcomes must demonstrate an improved quality of life and life-skill improvement in relation to the treatment program and plan.

    - The desired programmatic outcomes must reflect a decrease in juvenile delinquency,

increase school participation, improvement of family communication - all manifested by a decrease in substance abuse utilization due to increased life-skills.

- Firm/participant must provide an incorporation of medical/pharmaceutical treatment activities in conjunction with the after-care and ongoing family participation in their treatment program.

COST/FEES:
HCHHS or no other county entity will be held accountable for any of the costs incurred for providing direct patient care; the firm/participant will be fully accountable for all billing/collections and verification of benefits from each of the participating clients.

Hidalgo County will provide the facility, utilities, and additional amenities as described in the previous introductory sections.

PARTNERSHIP/SUSTAINIABILITY DEVELOPMENT:
HCHHS, along with other Hidalgo County agencies, would be interested in participating with the firm/participant for any grant application, seeking future funding or any collaborative efforts encouraging a new funding stream. Examples of partnership may include letters of support, contacting local, state and/or federal officials and provide assistance by whatever method sanctioned by the Hidalgo County Judge and Commissioners Court.

AIDS AND HIV INFECTION:
Vendor agrees that it shall adopt and implement workplace guidelines concerning persons with AIDS and HIV infection and shall also develop and implement guidelines regarding confidentiality of AIDS and HIV-related medical information for employees of Vendor and for clients and residents served by Vendor in accordance with the provisions found in Health and Safety Codes, Sections 85.112, 85.113, and 85.115.

ACCESS TO RECORDS AND INFORMATION:
The firm/participant will make available any information from the client, medical records, program operation information or financial information and data in the event that it is requested by any state or federal agency or by the County auditor. Hidalgo County does not foresee any particular scenario in which this may occur; however, the firm/participant must make themselves amenable to any such requests from the County, with due cause.

EQUIPMENT:
Hidalgo County will provide communication equipment, computer access and maintenance of such equipment.

Firm/participant must provide their own computers/monitors/keyboards, copiers, printers or any hardware and/or software associated with the day-to-day operations of the therapeutic program. Firm/participant will be held accountable to repair/replace any of the equipment provided by Hidalgo County if it is damaged, stolen or misused by the firm/participant and/or clients.

VENDOR BACKGROUND/QUALIFICATIONS:
Each proposal shall contain the following information.

1. Name, title, telephone and fax number of firm/participant's contact person for all inquiries from Hidalgo County and or the referring entity. The contact person shall be responsible for fielding all inquiries from Hidalgo County and/or the referring entity related to the proposal, and providing the firm/participant's response to Hidalgo County's/ referring entities inquiries.

2. Business form of firm/participant (e.g. corporation, partnership, sole proprietorship, governmental entity, agency, etc.), if applicable.
    a. If a corporation, include the date and state incorporation;
    b. Whether firm/participant is for profit business or non-profit corporation, governmental agency or entity;
    c. Names and addresses of firm/participant's principal of officers, directors, or partners;
    d. Identify all employees, officers, or staff of firm/participant who is actively or previously on community supervision, probation, deferred adjudication parole, or who has been convicted of a felony or Class A or B misdemeanor;
    e. A copy of firm/participant's most recent financial statement (i.e. monthly, quarterly); and most recent audited financial statement each to include corresponding balance sheet, income statement and statement of cash flow. Firm/participant must include an affidavit certifying that firm/participant is duly qualified, capable and otherwise bondable business entity, that firm/participant is not in receivership or contemplates same, and has not filed for bankruptcy;
    f. A brief biography and complete resume of the person or persons who will operate/manage the services provided by firm/participants;
    g. The organizational chart showing firm/participant's staff and management.

3. The name and address of the firm/participant's insurance carrier(s), along with a letter or statement(s) from firm/participant's insurance carrier(s) attesting that the insurance coverage(s) as specified in this RFQ is/are either in force or available to upon firm/participant.

4. Complete reference information for all public and private institutions or agencies to which the Firm/participant provides or has provided similar services and treatment. Specify dates for such similar services contracts, and current rates being charged by Firm/participant for these contracted services.

5. A list of civil lawsuits, administrative proceedings, or investigations filed or pending at any time during the past five years, brought against, or on behalf of, Firm/participant, its officers, or employees.

6. A list of all criminal cases or proceedings filed or pending at any time during the past five years, brought against, or on behalf of, the Firm/participant, its officers, or employees.

7. Other organizations, biographical, or financial information deemed relevant by the Firm/participant or as requested by Hidalgo County.

8. Hidalgo County has the facility for such services and is requesting statements of

qualifications for the **"Substance Abuse Treatment/Primary Care Services for Adolescents only".** Firm/participant must describe the levels of treatment and services to be provided.

9. Describe when the treatment and services which are the subject of the proposal could begin.

MINIMUM REQUIREMENTS:

- The firm/participant will provide substance abuse/prevention treatment programs as prescribed and in accordance to all rules and/or regulations which apply to outpatient/adolescent treatment programs as indicated. The firm/participant will provide programmatic and facility licenses required to operate their described program in accordance to all and any rules or criteria set forth by the Texas Department of State Health Services and/or any other state or federal agency which may oversee any potential referral source (i.e. juvenile probation, criminal justice, school system).

- The firm/participant must adhere to all usual and customary screening, evaluation, assessment and treatment methods as prescribed by outpatient substance abuse treatment programs in accordance to Texas DSHS rules and guidelines.

- Firm/participant must submit a plan in how they would incorporate up to 10% of overall clientele, which may be considered pro-bono/free services, as referred by various Hidalgo County agencies.

Miscellaneous:

Under any contract that may be awarded related to this RFQ, Firm/participant shall provide all necessary personnel, equipment, materials, supplies, facilities, and services (except as may be furnished by the HIDALGO COUNTY as specified in writing), and do all things necessary for, or incidental to, the provision of the substance abuse treatment and services listed in this RFQ.

HIPAA Compliance:

Offeror agrees to comply with the Standards for Privacy of Individual Health Information of the Health Insurance Portability and Accountability Act of 1996, PL 104-191, 45 CFR Parts 160-164, as amended, and the Texas Medical Records Privacy Act, Texas Health and Safety Code Chapter 181, as amended, collectively referred to as "HIPAA", to the extent that the Offeror uses, discloses or has access to protected health information as defined by HIPAA. Offeror may be required to enter a Business Associate Agreement pursuant to HIPAA.

EXHIBIT B

EVALUATION/SELECTION CRITERIA

HIDALGO COUNTY
REQUEST FOR QUALIFICATIONS

"SUBSTANCE ABUSE TREATMENT AND PRIMARY CARE SERVICES FOR ADOLESCENTS"

RFQ NO: 2015-021-01-14-YZV

RFQ - EVALUATION CRITERIA

The submitter's RFQ will be evaluated based on the criteria presented below. These criteria will be scored on the scales shown on the enclosed "RFQ Evaluation Form."

A Participant proposed services in Lieu of operational facility and amenities. **40 pts**

- Participant to summarize clinical substance abuse and medical services to be performed.
- In considering the proposals, H. C. reserves the right to select the acceptable applicant who offers contractual terms and conditions that are most advantageous to Hidalgo County

B Program Design **20 pts**

- The manner in which the minimum requirements are met and the extent to which these requirements are exceeded.
- Completion of all aspects and information asked for in this SOQ and the attachments thereto.
- Participant's services and treatment activation plan and time frames and dates.
- Participant's program performance measures, evaluation, and monitoring procedures.
- The adequacy and extent of Participant's financial resources and insurance coverage.

C Participants Experience **20 pts**

- Participant's/firm qualifications (e.g. Experience/Licenses/Certificates of management and staff).
- Please note if individual is a full time salaried employee or a consultant with limited patient contact.
- Evidence of participant's previous accomplishments in providing substance abuse services and treatment within the last five (5) years.
- Participant's experience in working with the target population being addressed in the statement of qualifications.
- Participant's experience in working with or partnering with medical primary care in collaboration with substance abuse treatment.

D Participant's Operations Plan and Budget **20 pts**

- Required to be submitted
- In Compliance as requested by the Texas DSHS Substance Abuse Treatment Licensure Manual.
- Participant must demonstrate a clear sustainability plan in partnering with Hidalgo County.

EXHIBIT "B"
RFQ EVALUATION FORM

Selection Criteria	Minimum Points	Score
1. Proposed services in lieu of operational facility and amenities: 40 PTS		
➢ Participation to summarize clinical substance abuse and medical services to be performed	0-20	
➢ In considering the statement of qualifications, Hidalgo County reserves the right to select the acceptable applicant who offers contractual terms and conditions that are most advantageous to Hidalgo County.	0-20	
Comments/Rationale for points:	**TOTAL:**	
2. Program Design 20 PTS		
➢ The manner in which the minimum requirements are met and the extent to which these requirements are exceeded.	0-5	
➢ Completion of all aspects and information asked for in this RFQ and the attachments thereto.	0-5	
➢ Participant's program performance measures, evaluation, and monitoring procedures.	0-5	
➢ The adequacy and extent of Participant's financial resources and insurance coverage.	0-5	
Comments/Rationale for points:	**TOTAL:**	
3. Participant Experience 20 PTS		
➢ Participant's/Firm qualifications (e.g. Experience/licenses/certificates of management and staff)	0-5	
➢ Please note if individual is a full time salaried employee or a consultant with limited patient contact.	0-5	
➢ Evidence of participant's previous accomplishments in providing substance abuse services and treatment within the last five (5) years.	0-5	
➢ Participants experience in working with the target population being addressed in the statement of qualifications	0-3	
➢ Participant's experience in working with or partnering with medical primary care in collaboration with substance abuse treatment.	0-2	
Comments/Rationale for points:	**TOTAL:**	
4. SUBSTANTIAL CAPABILITY 20 PTS		
➢ Required to be submitted	0-10	
➢ IN compliance as requested by the Texas DSHS Substance Abuse Treatment Licensure Manual.	0-5	
➢ Participant must demonstrate a clear sustainability plan in partnering with Hidalgo County	0-5	
Comments/Rationale for points:	**TOTAL:**	
	TOTAL SCORE:	

Provider: _____

Evaluator: _____ Date: _____

EXHIBIT "C"
Insurance Requirements
(Physicians)

The Bidder awarded the contract shall furnish proof of insurance, which will also include any subcontractor that is subcontracted by the bidder in at least the following limits, to be in place prior to providing any services under this Contract and to continue at all times in force in effect during the term of this Contract:

1. Professional liability insurance policy with limits of at least Five Hundred Thousand Dollars ($500,000.00) per occurrence, or limited to claims made, including at least a five (5) year extended reporting period.

2. A Five Hundred Thousand Dollars ($500,000.00) Comprehensive General Liability insurance policy providing additional coverage to all underlying liabilities of County.

3. Automobile liability insurance policy with limits of at least Three Hundred Thousand Dollars ($300,000.00) per person and Five Hundred Thousand Dollars ($500,000.00) per occurrence. Coverage should include injury to or death of persons and property damage claims with limits up to Five Hundred Thousand Dollars ($500,000.00) arising out of the services provided to County hereunder.

4. Uninsured/Underinsured motorist coverage in an amount equal to the bodily injury limits set forth immediately above;

5. Workers compensation insurance in amounts established by Texas law, unless the Bidder is specifically exempted from the Texas Workers' Compensation Act, Texas Labor Code Chapter 401, et. seq.

Hidalgo County will only accept certificates of insurance on an Acord form (as attached hereto). Certificates of insurance naming County as an additional insured shall be submitted to County for approval prior to any services being performed by Contractor. Each policy of insurance required hereunder shall extend for a period equivalent to, or longer than the term of the Contract, and any insurer hereunder shall be required to give at least thirty (30) days written notice to the County prior to the cancellation of any such coverage on the termination date, or otherwise. This Contract shall be automatically suspended upon the cancellation, or other termination, of any required policy of insurance hereunder, and such suspension shall continue until evidence adequate replacement coverage is provided to County. If replacement coverage is not provided within thirty (30) days following suspension of the Contract, this Contract shall automatically terminate.

ACORD CERTIFICATE OF INSURANCE

DATE (MM/DD/YY)

PRODUCER	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.
	INSURERS AFFORDING COVERAGE
INSURED	INSURER A:
	INSURER B:
	INSURER C:
	INSURER D:
	INSURER E:

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THER TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A	**GENERAL LIABILITY** ☐ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS MADE ☐ OCCUR ☐ OWNER'S & CONT. PROT ☐ OWNER'S PROTECTIVE LIABILITY GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PROJECT ☐ LOC				EACH OCCURRENCE	$
					FIRE DAMAGE (Any one fire)	$
					MED (Any one person)	$
					PERS & ADV INJURY	$
					AL AGGREGATE	$
					ODUCTS – COMP/OP AGG	$
B	**AUTOMOBILE LIABILITY** ☐ ANY AUTO ☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ☐ NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident)	$
					BODILY INJURY (Per person)	$
					BODILY INJURY (Per accident)	$
					PROPERTY DAMAGE (Per accident)	$
	GARAGE LIABILITY ☐ ANY AUTO				AUTO ONLY-EA ACCIDENT	$
					OTHER THAN AUTO ONLY EA ACC	$
					AGG	$
C	**EXCESS LIABILITY** ☐ OCCUR ☐ CLAIMS MADE ☐ DEDUCTIBLE ☐ RETENTION $				EACH OCCURENCE	$
					AGGREGATE	$
						$
						$
						$
D	**WORKERS COMPENSATION AND EMPLOYER'S LIABILITY**				WC STATU- ☐ OTHER TORY LIMITS	
					E.L. EACH ACCIDENT	$
					E.L. DISEASE-EA EMPLOYEE	$
					E.L. DISEASE-POLICY LIMIT	$
	OTHER					

DESCRIPTION OF OPERATIONS / LOCATION / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

County of Hidalgo shall be named as additional insured on all Commercial General Liability policies.

CERTIFICATE HOLDER	ADDITIONAL INSURED; INSURER LETTER: _____ CANCELLATION
Hidalgo County **Attn: Purchasing Department** **2812 S Highway Bus. 281** **Edinburg, Texas 78539**	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BY CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL **30** DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE

SAMPLE

Insurance Requirement Acknowledgment

I, _____, authorized representative for _____,
Company/Vendor

hereby acknowledge receipt of the County's required insurance limits. Said requirements:

- will be acquired within 10 working days after notification from Purchasing Department of award of the project by the Hidalgo County Commissioners' Court;

- will acquire additional amount needed to meet the County's requirements within 10 working days after notification from Purchasing Department of award of the project by the Hidalgo County Commissioners' Court; currently carry the following:

  Professional Liability (Errors & Omissions): $_____

  Automobile Liability: $_____ General Liability: $_____

- have already been met, see attached copy of certificate of insurance.

_____ _____
Authorized Representative Date

Notice to Bidder:
A certificate of insurance for the required insurance limits shall be provided to the Purchasing Department's Contract Managers in order to qualify for award of the project and to execute a contract between your Company and the County.

Failure to provide Certificates of Insurance to the Purchasing Department's Contract Managers will cause the award of the project to be rescinded and then re-awarded to next qualified vendor. Certificates of Insurance will be monitored and verified on a **quarterly basis** to ensure coverage policy is in place. It is the Company's obligation to maintain the appropriate insurance coverage throughout the term of the contract.

THIS FORM MUST BE ACCOMPANY YOUR RESPONSE

PROJECT REQUIREMENTS
ACKNOWLEDGMENT

This is to certify that I, _____, possess all of the **APPLICABLE**:

1. Licenses: _____
2. Bonds: _____
3. Certificates: _____
4. Permits: _____
5. Other: _____

necessary to carry out the required project. Furthermore, I am providing copies of the required documentation so that, if my company is awarded this project, I may be eligible to enter into a contract with Hidalgo County and proceed to complete the project in a timely manner.

*** Any licenses, bonds, certificates, permits, etc. which are required must be presented as part of the bid packet in order to expedite the bid evaluation process. Failure to provide said documentation will result in the disqualification of your bid or response.**

_____ _____
Authorized Signature Date

_____
Company

_____
Address

_____
City, State, Zip

EXHIBIT "D"

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor or other person doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. *See* Section 176.006, Local Government Code.

A person commits an offense if the person knowingly violates Section 176.006. Local Government Code. An offense under this section is a Class C misdemeanor.

OFFICE USE ONLY

Date Received

1 **Name of person who has a business relationship with local governmental entity.**

2 ☐ **Check this box if you are filing an update to a previously filed questionnaire.**

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

3 **Name of local government officer with whom filer has employment or business relationship.**

_____

Name of Officer

This section (item 3 including subparts A, B, C & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the filer of the questionnaire?

☐ Yes ☐ No

B. Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?

☐ Yes ☐ No

C Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?

☐ Yes ☐ No

D. Describe each employment or business relationship with the local government officer named in this section.

4

_____ _____

Signature of person doing business with the governmental entity Date

Adopted 06/29/2007

PROPOSER'S AFFIDAVIT
Exhibit "E"

PROPOSER'S AFFIDAVIT OF NON-COLLUSION NON-CONFILICT OF INTERST, AND ANTI-LOBBYING

STATE OF TEXAS
COUNTY OF HIDALGO

Affiant, _____, being first duly sworn, deposes that:

(1) Affiant does hereby state neither the Proposer nor any of the Proposer's officers, partners, owners, agents, representatives, employees, or parties in interest, has in any way colluded, conspired, agreed, directly or indirectly with any person, firm, corporation, or other proposer, or potential proposer, to provide any money or other valuable consideration for assistance in procuring or attempting to procure a contract or fix the prices in the attached proposed or the proposal of any other proposer, and further states that no such money or other reward will be hereinafter paid.

(2) Affiant further states they have neither recommended or suggested to Hidalgo County or nay of its officials or employees, any of the terms or provisions set forth in their Request for Proposal and subsequent agreement, except at a meeting open to all interested proposers, of which proper notice was given.

(3) Affiant, further states their officers, employees, or agents have not, and will not attempt to lobby, directly or indirectly, the Hidalgo County Commissioner's Court between proposal submission date and award by the Hidalgo County County Commissioner's Court.

(4) Affiant further states no officer, or stockholder of the Proposer is a member of the staff, or related to any employee of the Hidalgo County except as noted herein below:

_____

Signature/Title: _____

_____

Subscribed and sworn to before me this _____day of _____, 20___.

_____

Notary Public

My commission expires:_____, 20___.

HIDALGO COUNTY
PURCHASING DEPARTMENT
Bidder/Vendor Application

Complete in print or type. Please return this application to the Hidalgo County Purchasing Department thru Facsimile: (956) 318-2629 or (956) 292-7612 in person or regular mail to: 2812 S. Business Hwy. 281 , Edinburg, Texas 78539 or email: purchasing@co.hidalgo.tx.us

Company Name:	**Telephone No. ( )**
dba Name:	
Legal Name:	
Mailing Address :	**Fax No. ( )**
Physical Address:	
City, State, Zip	**Tax I.D. No.**
Remit to Address :	**City, State, Zip**
E-Mail Address:	
Representative(s) Name(s) & Title(s)	

Type of Organization (check one): _____ Individual _____ Partnership _____ Corporation _____ Non-Profit _____ LLC _____ Sole Proprietor _____ Other, Specify

State Identification No._____ **(Please attached completed W-9 form with this application)**

Federal Identification No. or (if individual) SS No.

State of Incorporation: _____ **Date:**_____ **Other:**

Type of Business (check one): _____ **Manufacturer** _____ **Wholesaler** _____ **Retailer** _____ **Broker** ☐ **Distributor** ☐ **Service Organization** ☐ **Other, Specify**

Name & Title of Person(s) Authorized to Sign Bids, Proposals, and/or Contracts:

Small and/or Disadvantaged Business Information (check application criteria)

Small Business:

☐ ess than 125,000 annual gross receipt
☐ ss than 250,000 annual gross receipt
☐ ss than 499,000 annual gross receipt
☐ ore than 500,000 annual gross receipt

Disadvantaged Business (At Least 51% Ownership)

☐ Black American
☐ Hispanic American
☐ Asian Pacific American
☐ Native American
☐ Women
☐ Other

Have you been certified as a HUB or an MBE/WBE source?: ☐ Yes ☐ No

Indicate Certification No.(s):_____ **or are Certificate(s) attached?:** ☐ Yes ☐ No

What type of product(s) is/are solicited by your company?:

Would you like to be provided with specifications for procurements of such products?: ☐ Yes ☐ No

To Be Completed by the County: Rec'd by (Purchasing):_____ **Date Rec'd by (Purchasing):**

Date Forwarded Information to Auditor's Office:_____**Entry Date:** _____ **Vendor No.:**

HISTORICALLY UNDERUTILIZED BUSINESS (HUB) DECLARATION

The primary objective of the Hidalgo County HUB Program is to ensure Historically Underutilized Businesses receive a fair and equal opportunity for participation in the County's procurement process. This fact holds true for Services (Professional & Non-Professional), Commodities, and Construction contracts and any subcontracts thereto. The program strongly encourages Prime Contractors to provide subcontracting opportunities to Certified Hub Contractors/Vendors. Our goal for HUB contractor/vendor participation, as well as HUB subcontractor participation is 30%. To be considered as a "Certified HUB Contractor/Vendor" the contractor/vendor must have been certified by, and hold a current and valid certification with any of the three agencies listed below.

Have you been Certified as a HUB or an MBE/WBE source?: ☐ Yes ☐ No

If yes, by whom?: Texas Building & Procurement Commission Other_____

Indicate Certification No(s).:_____ or Are Certificate(s) Attached?: ☐ Yes ☐ No

LIST OF CERTIFIED HUB SUBCONTRACTORS

(Attach additional pages if necessary)

What percentage of the Bid, RFP,or RFQ is to be subcontracted with Certified HUB sources?: _____%
(List HUB Subcontractor information below).

HUB Subcontractor Name: _____ HUB Status: _____
Certifying Agency (Check all applicable): Texas Building & Procurement Commission Other
Address: _____ City: _____ State: _____ Zip: _____
Contact Person: _____ Title: _____ Phone No.: ( )_____
Subcontract Amount: $_____ Description of Work to be Performed: _____
_____

HUB Subcontractor Name: _____ HUB Status: _____
Certifying Agency (Check all applicable): Texas Building & Procurement Commission Other
Address: _____ City: _____ State: _____ Zip: _____
Contact Person: _____ Title: _____ Phone No.: ( )_____
Subcontract Amount: $_____ Description of Work to be Performed: _____
_____

HUB Subcontractor Name: _____ HUB Status: _____
Certifying Agency (Check all applicable): Texas Building & Procurement Commission Other
Address: _____ City: _____ State: _____ Zip: _____
Contact Person: _____ Title: _____ Phone No.: ( )_____
Subcontract Amount: $_____ Description of Work to be Performed: _____
_____

Form **W-9**
(Rev. August 2013)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Give Form to the requester. Do not send to the IRS.

Print or type
See Specific Instructions on page 2.

Name (as shown on your income tax return)

Business name/disregarded entity name, if different from above

Check appropriate box for federal tax classification:
☐ Individual/sole proprietor ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____

☐ Other (see instructions) ▶

Exemptions (see instructions):
Exempt payee code (if any) _____
Exemption from FATCA reporting code (if any) _____

Address (number, street, and apt. or suite no.)

Requester's name and address (optional)

City, state, and ZIP code

List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number
			–		–				

Employer identification number
		–							

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below), and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign Here | **Signature of U.S. person** ▶ | **Date** ▶

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. The IRS has created a page on IRS.gov for information about Form W-9, at *www.irs.gov/w9*. Information about any future developments affecting Form W-9 (such as legislation enacted after we release it) will be posted on that page.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, payments made to you in settlement of payment card and third party network transactions, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct.

Note. If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

In the cases below, the following person must give Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States:

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the entity,
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the trust, and
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person, do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.

2. The treaty article addressing the income.

3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.

4. The type and amount of income that qualifies for the exemption from tax.

5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS a percentage of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,

2. You do not certify your TIN when required (see the Part II instructions on page 3 for details),

3. The IRS tells the requester that you furnished an incorrect TIN,

4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or

5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code* on page 3 and the separate Instructions for the Requester of Form W-9 for more information.

Also see *Special rules for partnerships* on page 1.

What is FATCA reporting? The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all United States account holders that are specified United States persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code* on page 3 and the Instructions for the Requester of Form W-9 for more information.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account, for example, if the grantor of a grantor trust dies.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of $50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a $500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Name

If you are an individual, you must generally enter the name shown on your income tax return. However, if you have changed your last name, for instance, due to marriage without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name.

If the account is in joint names, list first, and then circle, the name of the person or entity whose number you entered in Part I of the form.

Sole proprietor. Enter your individual name as shown on your income tax return on the "Name" line. You may enter your business, trade, or "doing business as (DBA)" name on the "Business name/disregarded entity name" line.

Partnership, C Corporation, or S Corporation. Enter the entity's name on the "Name" line and any business, trade, or "doing business as (DBA) name" on the "Business name/disregarded entity name" line.

Disregarded entity. For U.S. federal tax purposes, an entity that is disregarded as an entity separate from its owner is treated as a "disregarded entity." See Regulation section 301.7701-2(c)(2)(iii). Enter the owner's name on the "Name" line. The name of the entity entered on the "Name" line should never be a disregarded entity. The name on the "Name" line must be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner's name is required to be provided on the "Name" line. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on the "Business name/disregarded entity name" line. If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

Note. Check the appropriate box for the U.S. federal tax classification of the person whose name is entered on the "Name" line (Individual/sole proprietor, Partnership, C Corporation, S Corporation, Trust/estate).

Limited Liability Company (LLC). If the person identified on the "Name" line is an LLC, check the "Limited liability company" box only and enter the appropriate code for the U.S. federal tax classification in the space provided. If you are an LLC that is treated as a partnership for U.S. federal tax purposes, enter "P" for partnership. If you are an LLC that has filed a Form 8832 or a Form 2553 to be taxed as a corporation, enter "C" for C corporation or "S" for S corporation, as appropriate. If you are an LLC that is disregarded as an entity separate from its owner under Regulation section 301.7701-3 (except for employment and excise tax), do not check the LLC box unless the owner of the LLC (required to be identified on the "Name" line) is another LLC that is not disregarded for U.S. federal tax purposes. If the LLC is disregarded as an entity separate from its owner, enter the appropriate tax classification of the owner identified on the "Name" line.

Other entities. Enter your business name as shown on required U.S. federal tax documents on the "Name" line. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on the "Business name/disregarded entity name" line.

Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the *Exemptions* box, any code(s) that may apply to you. See *Exempt payee code* and *Exemption from FATCA reporting code* on page 3.

Exempt payee code. Generally, individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends. Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.

Note. If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding.

The following codes identify payees that are exempt from backup withholding:

1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2)

2—The United States or any of its agencies or instrumentalities

3—A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities

4—A foreign government or any of its political subdivisions, agencies, or instrumentalities

5—A corporation

6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States

7—A futures commission merchant registered with the Commodity Futures Trading Commission

8—A real estate investment trust

9—An entity registered at all times during the tax year under the Investment Company Act of 1940

10—A common trust fund operated by a bank under section 584(a)

11—A financial institution

12—A middleman known in the investment community as a nominee or custodian

13—A trust exempt from tax under section 664 or described in section 4947

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 7
Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 4
Payments over $600 required to be reported and direct sales over $5,000[1]	Generally, exempt payees 1 through 5[2]
Payments made in settlement of payment card or third party network transactions	Exempt payees 1 through 4

[1] See Form 1099-MISC, Miscellaneous Income, and its Instructions.

[2] However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney, and payments for services paid by a federal executive agency.

Exemption from FATCA reporting code. The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements.

A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37)

B—The United States or any of its agencies or instrumentalities

C—A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities

D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Reg. section 1.1472-1(c)(1)(i)

E—A corporation that is a member of the same expanded affiliated group as a corporation described in Reg. section 1.1472-1(c)(1)(i)

F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state

G—A real estate investment trust

H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940

I—A common trust fund as defined in section 584(a)

J—A bank as defined in section 581

K—A broker

L—A trust exempt from tax under section 664 or described in section 4947(a)(1)

M—A tax exempt trust under a section 403(b) plan or section 457(g) plan

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-member LLC that is disregarded as an entity separate from its owner (see *Limited Liability Company (LLC)* on page 2), enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note. See the chart on page 4 for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local Social Security Administration office or get this form online at *www.ssa.gov*. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at *www.irs.gov/businesses* and clicking on Employer Identification Number (EIN) under Starting a Business. You can get Forms W-7 and SS-4 from the IRS by visiting IRS.gov or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note. Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: *A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8.*

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if items 1, 4, or 5 below indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on the "Name" line must sign. Exempt payees, see *Exempt payee code* earlier.

Signature requirements. Complete the certification as indicated in items 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account [1]
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor [2]
4. a. The usual revocable savings trust (grantor is also trustee) b. So-called trust account that is not a legal or valid trust under state law	The grantor-trustee [1] The actual owner [1]
5. Sole proprietorship or disregarded entity owned by an individual	The owner [3]
6. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulation section 1.671-4(b)(2)(i)(A))	The grantor*
For this type of account:	**Give name and EIN of:**
7. Disregarded entity not owned by an individual	The owner
8. A valid trust, estate, or pension trust	Legal entity [4]
9. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
10. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
11. Partnership or multi-member LLC	The partnership
12. A broker or registered nominee	The broker or nominee
13. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
14. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulation section 1.671-4(b)(2)(i)(B))	The trust

[1] List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

[2] Circle the minor's name and furnish the minor's SSN.

[3] You must show your individual name and you may also enter your business or "DBA" name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

[4] List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships* on page 1.

*Note. Grantor also must provide a Form W-9 to trustee of trust.

Note. If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records from Identity Theft

Identity theft occurs when someone uses your personal information such as your name, social security number (SSN), or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Publication 4535, Identity Theft Prevention and Victim Assistance.

Victims of identity theft who are experiencing economic harm or a system problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

Protect yourself from suspicious emails or phishing schemes. Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to *phishing@irs.gov*. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at: *spam@uce.gov* or contact them at *www.ftc.gov/idtheft* or 1-877-IDTHEFT (1-877-438-4338).

Visit IRS.gov to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.

Certification
Regarding Debarment, Suspension and Ineligibility

As is required by the Federal Regulations Implementing Executive Order 12549, Debarment and Suspension, 45 CFR Part 76, Government-wide Debarment and Suspension, the applicant certifies, to the best of his or her knowledge and belief, that both it and its principals:

a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency;

b. Have not within a three-year period preceding this bid proposal and/or application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction, violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

c. Are not presently indicted for or otherwise criminally or civilly charged by a government entity with commission of any of the offenses enumerated herein; and

d. Have not within a three-year period preceding this bid proposal and/or application had one or more public transactions terminated for cause or default.

Signature:_____
Print Name:_____
Title:_____
Telephone Number:_____
Date:_____

If the bidder is unable to certify to all of the statements in this Certification, such bidder should attach an explanation to this proposal.

Request For Qualifications
for
"Substance Abuse Treatment and Primary Care Services for Adolescents"
RFQ No: 2015-021-01-14-YZV

January 14, 2015

To: Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
2802 So. Business Hwy 281 - New Administration Building
Edinburg, Texas 78539

OPENED
2/11/15
9:55am
Witnessed

In accordance with the Requirements, and subject to all laws and regulations of the United States and state and local laws, the undersigned participant proposes and commits to furnish all labor, equipment, material, software and services as set forth in the documents hereinbefore mentioned. The undersigned participant further agrees, upon acceptance of its statement of qualifications, to execute a contract and/or Purchase Order issued by Hidalgo County for performing and completing the work described in the Requirements within the time stated and for the prices proposed in the documents attached hereto and made a part hereof.

Participant acknowledges receipt of all of the pages of the documents referenced in the Request For Qualifications Checklist presented in connection with this procurement. Participant understands that Hidalgo County reserves the right to reject any or all RFQs and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best statement of qualifications.

Participant agrees that this statement of qualifications shall be good and may not be withdrawn for a period of ninety (90) calendar days after the scheduled closing time for accepting RFQs, as contained in the Requirements.

Respectfully submitted,

Participant: UTRGV SOM | UTHSCSA
Address: 2102 Treasure Hills Blvd, Harlingen, TX 78550
By: [signature]
Printed Name: Francisco Fernandez, MD
Title: Founding Dean, SOM & Vice President, Medical Affairs

Integrated Care Collaborative Unit (ICCU): Adolescents, Triple Diagnosis and Community

Intent or spirit of the grant

Inherent in a population high in health disparities, unemployment, lack of education, and vulnerable sociocultural resources, the number of adolescents ***triply diagnosed*** (concurrent mental illness, appetitive drive disorders, and medical disease) is endemic and quickly outstrips the resources of the county. This grant is designed to develop a sustainable model of care to provide inter-professional team-based collaborative primary medicine to at-risk triply diagnosed adolescents. The model will be based on leveraging the South Texas Inter-professional Team Collaborative for Health (STITCH). STITCH is a collaborative undertaking of the new University of Texas Rio Grande School of Medicine (UTRGV), the UT-Health Sciences Center-San Antonio (UTHSCSA) Regional Academic Health Center (RAHC), the UTRGV Family Medicine Residencies, and a robust consortium of community and academic leaders from the region in establishing an Integrated Care Collaborative Unit (ICCU). The ICCU is designed to integrated care for adolescents who are triply diagnosed with multiple and complex needs associated with medical and behavioral disorders as well as addictions.

How has this program delivered on the spirit of the grant, as described above? Briefly address the progress of each aspect in the intent of grant.

The co-investigators have mobilized the STITCH collaborative to form the ICCU. The ICCU has met as two sub-groups to address administrative and clinical components of the grant.

1. Secured the John Austin Pena clinic for the ICCU to provide inter-professional team-based primary care. The clinic was funded by a state grant and the ICCU has completed application to meet funded needs and secure a three year dedicated use.

2. Hired a Senior Clinical Affairs Manager to hire personnel and establish policies and procedures

3. Policies and procedures were written and submitted to the Senior Clinical Affairs Manager

4. Position descriptions for hiring personnel written and posted on the UT website.

5. Collaborate with the Department of Health on identification for patient referral

6. Collaborate with the community resources on identification for patient identification and referral

7. Designed a schedule for primary care delivery integrated with nutrition, social work, psychology, mental health, nursing and business.

8. SBIRT training and certification for the co-investigators and clinician.

9. Obtained Medicaid number for the group

10. Provided valid billing codes and identified billing mechanisms. Utilized the SBIRT training as resource and information

What Success have you had with this program?

The biggest success has been to work between agencies with different funding and payment streams to secure the clinic and meet the state mandated requirements for clinic use. This involved collaboration and negotiation between the STITCH and the Department of Health. Eddie Olivarez, the DOH Director, is a STITCH member and has been instrumental with the help of Brenda Salazar MPH in navigating the requirements to sling-shot the clinic forward. Resources, such as power, computer, information technology, and clinic organization were adopted easily by the ICCU. Quick movement for policies and procedures, clinic management, and billing resulted in certainty for patient care delivery to begin by 1 March 2015. Communication for planning and evaluation has been facilitated by the use of SAMEPAGE and regular meetings. Passion and dedication of STITCH members have resulted in greater than 86% attendance at scheduled meetings. Meeting minutes and uploading of resources, information and support onto the SAMEPAGE site (similar to GoogleDocs) have facilitated transfer of information and collaboration

Challenges

Please use third person when formulating your response.
What challenges have you experienced so far with this project?

The biggest challenge remains recruitment of patients. Although the patient population served is rife with triply diagnosed adolescents, the ICCU has not built an adequate marketing strategy. The biggest need is in the juvenile justice system, but this patient population may result in a program that is not generalizable to other populations, thereby making a best-practice transformation more difficult. Instead we have identified community leaders who serve adolescents age 12-17 who are working with the ICCU to recruit clients. Working with the school superintendents, counselors, primary care clinics, and therapists, we are building a referral base. As we plan to care for the primary care needs of adolescents, diagnosis by screening, and treatment by brief intervention and referral to treatment will be accomplished by team based care. Community involvement with diet, exercise and the use of positive journaling, cognitive behavioral therapy and harm reduction will be the backbone of patient management. Primary care services will be provided by experienced family physicians and pediatricians.

Finally, as per the Texas Medical Board, all providers and clinics that treat substance abuse must be licensed. After long discussions with the department of state health services, it was determined that since the clinic will provide inter-professional team based primary care and not substance abuse treatment, a state license is not necessary. The ICCU have identified referral sources for patients needing substance abuse treatment.

Collaborations
Please use third person when formulating your response.
Any collaborative work with other agencies and/ or MHM Programs? If so, how did that go? (If none, then use "n/a")

The entire grant is based on collaboration. Currently the strongest collaboration has been with UTPA, the Department of Health, and the community. Although all members of STITCH and the ICCU meet regularly and plan for evaluation and progress, the ICCU and UTRGV have collaborated to meet University requirements for hiring, policy and procedure design and Medicaid enrollment of providers. UTPA members, especially John Ronnau PhD have worked with team members in nutrition, social work, pharmacology, psychology and occupational and the department of rehabilitation, have worked together to plan the clinical care, schedule, and coordination of care for the clinic.

Future Plans
Please use third person when formulating your response.
What are your next steps (during the grant period)?

Most pressing for the grant is to recruit patients. The ICCU will meet next week and start the process for patient identification. The team has identified a validated and reliable screening instrument used by Oregon SBIRT that will be given to surrounding primary care clinics, psychologists, school nurses, school advisors and the school system. The two family medicine clinics as part of STITCH will begin screening at their clinics and we will identify a limited number of patients in the juvenile justice system. Marketing, through the school of business UTPA and UTRGV will focus on the clinic's role for primary care inter-professional care for adolescents. The core clinicians have been identified and clinic schedules will be solidified. Human resources and the Senior Clinical Manager will hire the social worker, LVN and medical assistant and training will occur through the UTHSCSA UTRGV DHR FMR (family medicine residency) and the UTHSCSA MMC FMR.

Deliverables

Please describe how each deliverable was met.

Implementation of effective prevention programs based on a family centered needs assessment and overall prevention standards

Answer: Not met. In progress based on needs assessment, logic model and an evaluation process.

Collection, analysis and utilization of gathered data for trends in alcohol, cannabis, other drug use; and other appetitive drive disorders

Answer: Not met. In progress based on effective screening model, electronic medical record, collaborative team-based care and effective evaluation process

Collection, analysis and utilization of current local data for trends in base rates of psychiatric disorders, aggression, behavioral irritability and other aberrant behaviors

Answer: Not met. In progress based on effective screening model, electronic medical record, collaborative team-based care and effective evaluation process

To encourage and assist in the development of model projects to test new services and innovative methods of service delivery

Answer: Not met. In progress. Collaborative team-based inter-professional planning has begun. Innovation is emphasized to improve screening, health care, prevention. A model of population based care using inter-professional collaborative care will be employed to maximize resources and services.

To provide better care by way of establishing a "coordinated" care organization of providers with the flexibility to provide the services and supports that help adolescents stay healthy or get healthier through preventive care, coordination of care, acute or chronic disease management, and family centered care

Answer: Not met. In progress. The ICCU has been organized and a care model has been designed to provide services. In order to reduce the lost school time, the inter-professional teams will be assembled late afternoon and evening.

To help manage conditions like diabetes, asthma, mental illness, and addictions/appetitive drive disorders

Answer: Not met. In progress. Primary care providers including APP (advance practice providers), social workers, rehabilitation services, nutrition, family physicians and pediatricians are organized in continuity teams working with behavioral services and psychiatry to maximize integrated care.

To develop the interest and capacity of community mental and health programs to provide new or expanded services to meet the needs for combined or integrated services and to promote the equal availability of such services in their service area

Answer: Not met. In progress. The ICCU has recruited local community leaders and providers in order to integrate and expand available services. School system, outpatient treatment centers, individual and group providers as well as community members are meeting to design outreach, services and evaluation.

Leading and participating in collaborative planning with partners and coalitions

Answer: Not met. In progress. The ICCU has recruited local community leaders and providers in order to integrate and expand available services. School system, outpatient treatment centers, individual and group providers as well as community members are meeting to design outreach, services and evaluation

Technical assistance to and collaboration with community agencies, law enforcement, schools and other key partners

Answer: Not met. In progress. Answer: Not met. In progress. The ICCU has recruited local community leaders and providers in order to integrate and expand available services. School system, the juvenile system, outpatient treatment centers, individual and group providers as well as community members are meeting to design outreach, services and evaluation

Improvement of Patient Centered Medical Home survey that query providers on access to care, transitions of care, and treatment outcomes of shared patients

Answer: Not met. In progress. The UTHSCSA UTRGV DHR Family Medicine Residency is applying for PCMH recognition. The same team is designing the clinic to meet PCMH recognition standards. The Electronic Medical Record will be integrated into the regional service currently in development

Zimbra **yolanda.velasquez@co.hidalgo.tx.us**

RE: UTPA and UTHSCSA-Contracts

From : Steve Crain <scrain@atlashall.com> Tue, Jun 09, 2015 02:21 PM
Subject : RE: UTPA and UTHSCSA-Contracts
To : 'Yolanda Velasquez' <yolanda.velasquez@co.hidalgo.tx.us>

The agreement is fine.

From: Yolanda Velasquez [mailto:yolanda.velasquez@co.hidalgo.tx.us]
Sent: Tuesday, June 09, 2015 1:30 PM
To: Stephen L. Crain
Subject: Re: UTPA and UTHSCSA-Contracts

Have removed ",". Please review as to form.

Thank you Mr. Crain.

Yolanda Velasquez, Buyer III
Hidalgo County Purchasing Dept.
Tel: (956) 318-2626 ext. 4881
yolanda.velasquez@co.hidalgo.tx.us

From: "Stephen L. Crain" <scrain@atlashall.com>
To: "Yolanda Velasquez" <yolanda.velasquez@co.hidalgo.tx.us>
Sent: Tuesday, June 9, 2015 12:29:58 PM
Subject: FW: UTPA and UTHSCSA-Contracts

From: Steve Crain [mailto:scrain@atlashall.com]
Sent: Tuesday, June 09, 2015 11:52 AM
To: 'Stephen L. Crain'
Subject: RE: UTPA and UTHSCSA-Contracts

Take out the "," after the word obligations in the third Whereas clause.

From: Stephen L. Crain [mailto:scrain@atlashall.com]
Sent: Tuesday, June 09, 2015 9:51 AM
To: 'Stephen L. Crain'
Subject: FW: UTPA and UTHSCSA-Contracts

From: Yolanda Velasquez [mailto:yolanda.velasquez@co.hidalgo.tx.us]
Sent: Tuesday, June 09, 2015 9:28 AM
To: Steve Crain
Subject: Re: UTPA and UTHSCSA-Contracts

Good morning Mr. Crain,

Please review as to form the two (2) agreements.

Thank you

Yolanda Velasquez, Buyer III
Hidalgo County Purchasing Dept.
Tel: (956) 318-2626 ext. 4881
yolanda.velasquez@co.hidalgo.tx.us

From: "Yolanda Velasquez" <yolanda.velasquez@co.hidalgo.tx.us>
To: "Steve Crain" <scrain@atlashall.com>
Sent: Monday, June 8, 2015 4:43:36 PM
Subject: Re: UTPA and UTHSCSA-Contracts

Hello Mr. Crain,
I don't understand your comment. How is it suppose to read?

Yolanda Velasquez, Buyer III
Hidalgo County Purchasing Dept.
Tel: (956) 318-2626 ext. 4881
yolanda.velasquez@co.hidalgo.tx.us

From: "Steve Crain" <scrain@atlashall.com>
To: "Yolanda Velasquez" <yolanda.velasquez@co.hidalgo.tx.us>
Sent: Thursday, May 28, 2015 4:48:23 PM

Subject: RE: UTPA and UTHSCSA-Contracts

The third whereas clause still does not read correctly.

From: Yolanda Velasquez [mailto:yolanda.velasquez@co.hidalgo.tx.us]
Sent: Thursday, May 28, 2015 4:36 PM
To: Steve Crain
Subject: Fwd: UTPA and UTHSCSA-Contracts
Importance: High

Mr. Crain,

Please review stream below regarding your request for additional information on above mentioned. Please review as to form.

Yolanda Velasquez, Buyer III
Hidalgo County Purchasing Dept.
Tel: (956) 318-2626 ext. 4881
yolanda.velasquez@co.hidalgo.tx.us

From: "Brenda Salazar" <brenda.salazar@hchd.org>
To: "Yolanda Velasquez" <yolanda.velasquez@co.hidalgo.tx.us>
Sent: Thursday, May 28, 2015 3:36:06 PM
Subject: RE: UTPA and UTHSCSA-Contracts

Hi, Ms. Yoli!

There are two agreements because the proposal submissions came from two different UT institutions. Please note that whereas sections 4 and 5 are different with regard to the types of services that will be provided by that particular institution. For example, the UTHSCSA focuses on medical, psychiatric and primary care for patients; and the UTPA focuses on providing counseling, case management, dietetics, i.e., non-medical health related services. This unique situation is only happening because we are in the midst of transition to UTRGV. Once UTRGV is official, UTRGV will be able to provide all of the services as a whole.

Please do not hesitate to contact me for any additional information.

Thank you!!

Brenda G. Salazar, MPH
Public Health Technician IV
Hidalgo County Health & Human Services
1304 S. 25th Avenue

Edinburg, Texas 78542
956-383-6221, Ext. 7343

From: Yolanda Velasquez [mailto:yolanda.velasquez@co.hidalgo.tx.us]
Sent: Tuesday, May 26, 2015 1:09 PM
To: Brenda Salazar
Subject: Fwd: UTPA and UTHSCSA-Contracts

Good afternoon Brenda,

Please review Mr. Crain's comment along with the request from University's for worker's compesation insurance certificate.

Yolanda Velasquez, Buyer III
Hidalgo County Purchasing Dept.
Tel: (956) 318-2626 ext. 4881
yolanda.velasquez@co.hidalgo.tx.us

From: "Steve Crain" <scrain@atlashall.com>
To: "Yolanda Velasquez" <yolanda.velasquez@co.hidalgo.tx.us>
Sent: Tuesday, May 26, 2015 11:11:31 AM
Subject: RE: UTPA and UTHSCSA-Contracts

Why are there two identical agreements except for different parties? The second whereas clause does not read correctly. We do need the workers comp insurance sertificate.

From: Yolanda Velasquez [mailto:yolanda.velasquez@co.hidalgo.tx.us]
Sent: Tuesday, May 26, 2015 10:24 AM
To: Steve Crain
Subject: Re: UTPA and UTHSCSA-Contracts

Good Morning Mr. Crain,

Please review contracts as to form.

Thanks

Yolanda Velasquez, Buyer III
Hidalgo County Purchasing Dept.
Tel: (956) 318-2626 ext. 4881

yolanda.velasquez@co.hidalgo.tx.us

From: "Steve Crain" <scrain@atlashall.com>
To: "Yolanda Velasquez" <yolanda.velasquez@co.hidalgo.tx.us>
Sent: Friday, April 24, 2015 5:05:14 PM
Subject: RE: UTPA and UTHSCSA-Contracts

Attach this letter and request the certificates.

From: Yolanda Velasquez [mailto:yolanda.velasquez@co.hidalgo.tx.us]
Sent: Friday, April 24, 2015 4:35 PM
To: Steve Crain
Subject: Re: UTPA and UTHSCSA-Contracts
Importance: High

Please review declaration letter.

Yolanda Velasquez, Buyer III
Hidalgo County Purchasing Dept.
Tel: (956) 318-2626 ext. 4881
yolanda.velasquez@co.hidalgo.tx.us

From: "Steve Crain" <scrain@atlashall.com>
To: "Yolanda Velasquez" <yolanda.velasquez@co.hidalgo.tx.us>
Sent: Friday, April 24, 2015 4:08:28 PM
Subject: RE: UTPA and UTHSCSA-Contracts

What about insurance?

From: Yolanda Velasquez [mailto:yolanda.velasquez@co.hidalgo.tx.us]
Sent: Friday, April 24, 2015 3:34 PM
To: Steve Crain
Subject: UTPA and UTHSCSA-Contracts
Importance: High

Hello again Mr. Crain,

Attach please find above mentioned contracts for your review as to form to proceed to next place an AI for award of contract.

Zimbra **yolanda.velasquez@co.hidalgo.tx.us**

RE: UTPA and UTHSCSA-Contracts

From : Steve Crain <scrain@atlashall.com> Tue, Jun 09, 2015 02:20 PM
Subject : RE: UTPA and UTHSCSA-Contracts
To : 'Yolanda Velasquez' <yolanda.velasquez@co.hidalgo.tx.us>

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FroThe agreement is fine.m: Yolanda Velasquez [mailto:yolanda.velasquez@co.hidalgo.tx.us]
Sent: Tuesday, June 09, 2015 1:30 PM
To: Stephen L. Crain
Subject: Re: UTPA and UTHSCSA-Contracts

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Thank you Mr. Crain.

Yolanda Velasquez, Buyer III
Hidalgo County Purchasing Dept.
Tel: (956) 318-2626 ext. 4881
yolanda.velasquez@co.hidalgo.tx.us

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To: "Yolanda Velasquez" <yolanda.velasquez@co.hidalgo.tx.us>
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Subject: RE: UTPA and UTHSCSA-Contracts

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To: Steve Crain
Subject: Fwd: UTPA and UTHSCSA-Contracts
Importance: High

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Hidalgo County Purchasing Dept.
Tel: (956) 318-2626 ext. 4881
yolanda.velasquez@co.hidalgo.tx.us

From: "Brenda Salazar" <brenda.salazar@hchd.org>
To: "Yolanda Velasquez" <yolanda.velasquez@co.hidalgo.tx.us>
Sent: Thursday, May 28, 2015 3:36:06 PM
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Please do not hesitate to contact me for any additional information.

Thank you!!

Brenda G. Salazar, MPH
Public Health Technician IV
Hidalgo County Health & Human Services
1304 S. 25th Avenue

Edinburg, Texas 78542
956-383-6221, Ext. 7343

From: Yolanda Velasquez [mailto:yolanda.velasquez@co.hidalgo.tx.us]
Sent: Tuesday, May 26, 2015 1:09 PM
To: Brenda Salazar
Subject: Fwd: UTPA and UTHSCSA-Contracts

Good afternoon Brenda,

Please review Mr. Crain's comment along with the request from University's for worker's compesation insurance certificate.

Yolanda Velasquez, Buyer III
Hidalgo County Purchasing Dept.
Tel: (956) 318-2626 ext. 4881
yolanda.velasquez@co.hidalgo.tx.us

From: "Steve Crain" <scrain@atlashall.com>
To: "Yolanda Velasquez" <yolanda.velasquez@co.hidalgo.tx.us>
Sent: Tuesday, May 26, 2015 11:11:31 AM
Subject: RE: UTPA and UTHSCSA-Contracts

Why are there two identical agreements except for different parties? The second whereas clause does not read correctly. We do need the workers comp insurance sertificate.

From: Yolanda Velasquez [mailto:yolanda.velasquez@co.hidalgo.tx.us]
Sent: Tuesday, May 26, 2015 10:24 AM
To: Steve Crain
Subject: Re: UTPA and UTHSCSA-Contracts

Good Morning Mr. Crain,

Please review contracts as to form.

Thanks

Yolanda Velasquez, Buyer III
Hidalgo County Purchasing Dept.
Tel: (956) 318-2626 ext. 4881

yolanda.velasquez@co.hidalgo.tx.us

From: "Steve Crain" <scrain@atlashall.com>
To: "Yolanda Velasquez" <yolanda.velasquez@co.hidalgo.tx.us>
Sent: Friday, April 24, 2015 5:05:14 PM
Subject: RE: UTPA and UTHSCSA-Contracts

Attach this letter and request the certificates.

From: Yolanda Velasquez [mailto:yolanda.velasquez@co.hidalgo.tx.us]
Sent: Friday, April 24, 2015 4:35 PM
To: Steve Crain
Subject: Re: UTPA and UTHSCSA-Contracts
Importance: High

Please review declaration letter.

Yolanda Velasquez, Buyer III
Hidalgo County Purchasing Dept.
Tel: (956) 318-2626 ext. 4881
yolanda.velasquez@co.hidalgo.tx.us

From: "Steve Crain" <scrain@atlashall.com>
To: "Yolanda Velasquez" <yolanda.velasquez@co.hidalgo.tx.us>
Sent: Friday, April 24, 2015 4:08:28 PM
Subject: RE: UTPA and UTHSCSA-Contracts

What about insurance?

From: Yolanda Velasquez [mailto:yolanda.velasquez@co.hidalgo.tx.us]
Sent: Friday, April 24, 2015 3:34 PM
To: Steve Crain
Subject: UTPA and UTHSCSA-Contracts
Importance: High

Hello again Mr. Crain,

Attach please find above mentioned contracts for your review as to form to proceed to next place an AI for award of contract.

Hidalgo County Purchasing Department
2812 S. Business Highway 281
New Administration Building
Edinburg, Texas 78539

February 4, 2015

RE: INSURANCE REQUIREMENT ACKNOWLEDGMENT

Regarding the Insurance Requirement Acknowledgment, please note that it is the stated policy of the State of Texas not to acquire commercial general liability insurance for torts committed by employees of the state who are acting within the scope of their employment.

Rather, University is subject to the provision of Title 5, Chapter 101 of the Texas Civil Practice and Remedies Code, also known as the Texas Tort Claims Act. The limits of this liability are: (i) $250,000 for each person and $500,000 for each single occurrence for bodily injury or death, and (ii) $100,000 for each single occurrence for injury to or destruction of property.

Further, University employees are provided Worker's Compensation coverage under the self-insuring, self-managed program as authorized by Chapter 503, Section 503.022 of the Texas Labor Code.

Certificates evidencing such insurance will be made available for examination upon request by Sponsor.

Cordially,

Martin V. Baylor, MBA
Vice President for Business Affairs

Client#: 75192 14BOARDREG

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 06/30/2014

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME: Lisa Gunkel	
Wortham Insurance & Risk Mgmt. 221 West 6th Street, Suite1400 Austin, TX 78701 512 453-0031	PHONE (A/C, No, Ext): 512 453-0031	FAX (A/C, No): 512 453-0041
	E-MAIL ADDRESS: lisa.gunkel@worthaminsurance.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : Evanston Insurance Company	35378
INSURED The Board of Regents of the University of Texas System 220 W 7th St LAV 2nd Fl Austin, TX 78701	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							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	☐ ANY AUTO						BODILY INJURY (Per person)	$
	☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	☐ HIRED AUTOS ☐ NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	$
								$
	☐ UMBRELLA LIAB ☐ OCCUR						EACH OCCURRENCE	$
	☐ EXCESS LIAB ☐ CLAIMS-MADE						AGGREGATE	$
	☐ DED ☐ RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N						☐ WC STATU-TORY LIMITS ☐ OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐	N / A					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	$
A	Specified Medical Professional Liability			SM901469	08/02/2014	08/02/2015	$2,000,000 Per Claim $6,000,000 Aggregate $2,500 Deductble	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

(See Attached Descriptions)

CERTIFICATE HOLDER

Evidence of Insurance

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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14LLG

DESCRIPTIONS (Continued from Page 1)

Professional Services:
Allied Medical, Nursing, Pharmacy, Social Work, Early Childhood Development and related Healthcare Courses of study

Policy Form:
SM 21000 01/06 Specified Medical Professions Professional Liability Insurance Policy (claims-made form)
Endorsements including, but not limited to:
Manuscript Schedule of Named Insured
EIC 4295 02 Claim Expenses in Addition to Per Claim Limit

THE INSURED
The unqualified word "Insured", either in the singular or plural, means:
A. the Named Insured specified in Item 1. of the Declarations;
B. any principal, partner, officer, director, employee, Volunteer Worker or any form principal, partner, officer, director, employee or Volunteer Worker of the Named Insured, solely while acting on behald of the Named Insured and within the scope of his/her duties as such; provided, however, this insurance shall not apply to any claim made against any Insured who is a physician, surgeon or dentist arising out of the rendering of or failure to render Professional Services in his/her capacity as a physicians, surgeon or dentist.
C. if the Named Insured specified in Item 1. of the Declarations is a limited liability company, any manager thereof or any past member thereof, solely while acting on behalf of the Named Insured and within the scope of their duties as manager of the limited liability company and any member thereof or any past member thereof, but only with respect to the conduct of the business of the limited liability company;
D. any medical director solely while acting on behalf of the Named Insured and solely within the scope of his/her Administrative Duties as such; provided, however, this insurance shall not apply to any Claim made against any medical director who is a physician, surgeon or dentist arising out of the rendering of or failure to render Professional Services in his/her capacity as a physicians, surgeon or dentist.
E. any student enrolled in a training program in connection with the Named Insured's Professional Services solely while acting within the scope of his/her duties as such and at the Named Insured's direction;
F. the heirs, executors, administrators, assigns and legal representatives of each Insured in the event of death, incapacity or bankruptcy of such Insured, but only while acting within the scope of their duties as such on behalf of the Named Insured or of the Insured's estate.

SCHEDULE OF NAMED INSURED	Effective Date	Retroactive Date
The University of Texas System	08/02/2014	08/02/2011
The University of Texas at Arlington	08/02/2014	10/01/2010
The University of Texas at Austin	08/02/2014	08/02/2011
The University of Texas at Brownsville	08/02/2014	08/02/2011
The University of Texas at El Paso	08/02/2014	08/02/2011
The University of Texas - Pan American	08/02/2014	08/02/2011
The University of Texas at Tyler	08/02/2014	08/02/2011
The University of Texas Health Science Center at Tyler	08/02/2014	08/02/2011
The University of Texas Southwestern Medical Center	08/02/2014	08/02/2011
The University of Texas Medical Branch at Galveston	08/02/2014	08/02/2011
The University of Texas Health Science Center at Houston	08/02/2014	08/02/2011
The University of Texas Health Science Center at San Antonio	08/02/2014	08/02/2011
The University of Texas M.D. Anderson Cancer Center	08/02/2014	08/02/2011
The University of Texas of the Permian Basin	08/02/2014	08/02/2013

The University of Texas System
Nine Universities. Six Health Institutions. Unlimited Possibilities.

Office of Risk Management
220 West Seventh Street, Austin, Texas 78701

The University of Texas at Arlington
The University of Texas at Austin
The University of Texas at Brownsville
The University of Texas at Dallas
The University of Texas at El Paso
The University of Texas–Pan American
The University of Texas of the Permian Basin
The University of Texas at San Antonio
The University of Texas at Tyler

The University of Texas Southwestern Medical Center
The University of Texas Medical Branch at Galveston
The University of Texas Health Science Center at Houston
The University of Texas Health Science Center at San Antonio
The University of Texas M. D. Anderson Cancer Center
The University of Texas Health Science Center at Tyler

www.utsystem.edu

May 27, 2015

Melissa Steger
Assistant Director, WCI
(512) 579-5021

To Whom It May Concern:

Pursuant to Chapter 503 of the *Texas Labor Code*, The University of Texas System is self-insured for workers' compensation insurance. Persons employed in the service of The University of Texas Rio Grande Valley, whose names appear on the payroll are covered for work-related injuries in accordance with the Texas Workers' Compensation Act.

Sincerely,

Melissa Steger
Assistant Director, WCI

MS:al

HIDALGO COUNTY PURCHASING DEPARTMENT
ACCEPTANCE SHEET

DEPARTMENT NAME: HIDALGO COUNTY

ACCEPTANCE DATE: JANUARY 14, 2015 –~~AS PER ADDENDUM 1 DATED— 01/07/2015 NEW ACCEPTANCE DATE: JANUARY 28, 2015~~ ACCEPTANCE DATE HAS CHANGED AS PER ADDENDUM 2 (DATED: 01/26/15) TO FEBRUARY 11, 2015

ACCEPTANCE TIME: 9:30 A.M.

DESCRIPTION OF RFQ: HIDALGO COUNTY –"SUBSTANCE ABUSE TREATMENT & CARE SERVICES "

RFQ № 2015-021-01-14-YZV

BUYER: Yolanda Velasquez

RFP	NAME OF COMPANY	ACKNOWLEDGED	Add 1	Add 2
#1	University of Texas Pan-American	√	√	√
#2	UTRGV SOM/UTHSCSA	√	√	√
#3				
#4				
#5				
#6				
#7				
#8				

HIDALGO COUNTY PURCHASING DEPARTMENT
PARTICIPATING VENDOR'S LOG
REQUIREMENTS/RFQ&P PACKETS

IBF-RFB-RFP-RFQ-RFQ&P-RFI

RFQ ACCEPTANCE DATE: January 14, 2015 **RFQ ACCEPTANCE TIME: 9:30 A.M.**

DEPARTMENT/RFQ/P DESCRIPTION: "Substance Abuse Treatment & Primary Care Services for Adolescents".

RFQ NO: 2015-021-01-14--YZV

	NAME OF BIDDER: COMPANY/FIRM & REPRESENTATIVE'S NAME	RFQ REQUEST	SIGNATURE (IF APPLICABLE) OR INITIALS OF STAFF ADDRESSING MAIL OUT	DATE	PHYSICAL ADDRESS CITY, STATE, ZIP CODE PHONE & FAX NUMBERS
01	SCAN, INC Isela Dabdoub/Luis E. Flores	BLM	Luis.flores@scan-inc.org isaa@scan-inc.org	01/05/15	Tel: 956-724-5111
02	Gonzalez Counseling Amando Gonzalez	TR	Gonzalezcounseling@sbcglobal.net	01/06/15	
03	UTRGV Medical School Dr. Francisco Fernandez	BLM	Francisco.fernandez@utrgv.edu	01/07/15	
04	Tropical Texas Behavior Health Mr. Terry Crocker	BLM	tcrocker@tthb.org	01/07/15	
05	Behavioral Solutions of South Texas Mr. Joe Jonzalez	BLM	jggonzalez@bhsst.org	01/07/15	
06	Dean College of Health Sciences & Human Services Dr. John Ronnau	BLM	ronnaugp@utpa.edu	01/07/15	Edinburg, Texas Tel: 956-665-2291 Fax: 956-665-5054
07					
08					
09					
10					

***VIA:**
IN PERSON (IP)
TELEPHONE REQUEST (TR)
BIDDER LIST MAIL OUT (BLM)

AI-50066 **Purchasing Department** **22. G. 1.**

CC - REGULAR

Meeting Date: 06/23/2015

Submitted For: Yolanda Velasquez, PURCHASING DEPT.

Submitted By: Yolanda Velasquez, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

Acceptance and approval of the final negotiated contract with **Appraiser's Collection Technologies**, [ACT]) for **RFP 2015-070-04-22-YZV**- "Automated Tax Collection System".

BACKGROUND

1. HCCC ranked ACT #1 on 05-19-15 through AI#49530 for the purpose of proceeding to the negotiation portion of the process in order to attempt to finalize an agreement;
2. Initial term of 5 years with HC sole option to renew/extend for 2 additional 1 year terms.

Fiscal Impact

FISCAL YEAR: 2015 **ACCT. #:** 5-1100-415-15-140-001-0-336

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

BUDGETARY IMPACT:

Available balance as of 6-19-15 $159,970.40

Attachments

Minutes 5-19-2015
Legals Review and Approval
ins
offer
agreemenrt

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	06/17/2015 10:54 AM
Budget & Management	Veronica Ortiz	06/17/2015 11:57 AM
Manuel Chapa	Manuel Chapa	06/19/2015 04:38 PM
Auditor's Office	Monica Badillo	06/19/2015 05:54 PM

Form Started By: Yolanda Velasquez Started On: 06/09/2015 04:27 PM

Final Approval Date: 06/19/2015

AGENDA
CC REGULAR
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 the 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**

All members of the Court were counted present.

2. **Pledge of Allegiance**

Judge Garcia led the Court and Audience in reciting the Pledge of Allegiance.

3. **Prayer**

Virginia Townsend led the Court and Audience in Prayer.

At this time, the Court proceeded to Items 6.A and 22.A.

4. **Approval of Consent Agenda**

The Court moved to approve the Consent Agenda.

5. **Open Forum**

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

A. **AI-49726** Resolution in honor of longtime local television journalist Rick Diaz.

On motion by COMMISSIONER PCT. 1, A.C. CUELLAR, JR., seconded by COMMISSIONER PCT. 4, JOSEPH PALACIOS, the Court made a UNANIMOUS vote of approval.

Vote: 5 - 0 - Unanimously

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

NO ACTION taken on this Item.

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

Bobby Villarreal briefly informed the Court of the positive direction the Colonia Lights Bill, Health Care District, and the Court House Filing Fee Bill are headed. They are monitoring the breakup of the 13th Court of Appeals and House Bill 249 is causing concerns. Mrs. Salazar explained that is a damaging bill that places liability on counties in regards to architectural and engineering contracts. She stated the it will remove all responsibility from the professional from any infractions that they may cause. She urged the necessity of modifying existing contracts and approach future contracts cautiously. She added that the bill appears to become law on September 1, 2015.

Commissioner Cantu inquired on the possibility of acquiring a non-partisan third party to assist the county in learning the pros and cons of the Health Care District in order to make informed decisions. Judge Garcia stated it will be mandated to place on the ballot and have no discretion on the structure of the Bill. Commissioner Cantu clarified that he wants to be well informed to set the rate accordingly. Fern McClaugherty reminded the Court that they have the ability to make decisions and should inform the public of the pros and cons of the Bill.

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

On motion by COMMISSIONER PCT. 3, JOE M. FLORES, seconded by COMMISSIONER PCT. 1, A.C. CUELLAR, JR., the Court made a UNANIMOUS vote of approval to reappoint Eloy Avila as board member of the Hidalgo County Housing Authority Board.

Vote: 5 - 0 - Unanimously

On motion by COMMISSIONER PCT. 4, JOSEPH PALACIOS, seconded by COMMISSIONER PCT. 1, A.C. CUELLAR, JR., the Court made a UNANIMOUS vote of approval.

Vote: 4 - 0 - Unanimously

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.

On motion by COMMISSIONER PCT. 4, JOSEPH PALACIOS, seconded by COMMISSIONER PCT. 1, A.C. CUELLAR, JR., the Court made a UNANIMOUS vote of approval.

Vote: 4 - 0 - Unanimously

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.

On motion by COMMISSIONER PCT. 1, A.C. CUELLAR, JR., seconded by COMMISSIONER PCT. 4, JOSEPH PALACIOS, the Court made a UNANIMOUS vote of approval.

Vote: 4 - 0 - Unanimously

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;

On motion by COMMISSIONER PCT. 1, A.C. CUELLAR, JR., seconded by COMMISSIONER PCT. 4, JOSEPH PALACIOS, the Court made a UNANIMOUS vote of approval.

Vote: 4 - 0 - Unanimously

b. 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

On motion by COMMISSIONER PCT. 4, JOSEPH PALACIOS, seconded by COMMISSIONER PCT. 1, A.C. CUELLAR, JR., the Court made a UNANIMOUS vote of approval of 24.A.1.b.1 and 2.

Vote: 4 - 0 - Unanimously

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

On motion by COMMISSIONER PCT. 4, JOSEPH PALACIOS, seconded by COMMISSIONER PCT. 1, A.C. CUELLAR, JR., the Board made a UNANIMOUS vote of approval.

Vote: 4 - 0 - Unanimously

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;

The two vendors were Tyler Technologies and Appraisal and Collection Technologies and each gave their 15 minute presentations.

Commissioner Joe Flores joined the meeting.

Commissioner Eddie Cantu stepped out of the meeting.

The Court proceeded with the remainder of the agenda to allow more time for the tabulation of the scores.

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: **Appraisal and Collection Technologies**.

The Court further discussed the Item prior to adjournment; the entire Court was present for the vote.

Mrs. Salazar read the scores as follows:

Tyler Technologies: 87.3
Appraisal and Collection Technologies: 93.5

APPROVED

On motion by COMMISSIONER PCT. 4, JOSEPH PALACIOS, seconded by COMMISSIONER PCT. 1, A.C. CUELLAR, JR., the Court made a UNANIMOUS vote of approval.

Vote: 5 - 0 - Unanimously

Mrs. Salazar affirmed that they will commence negotiations and the departments involved will be Purchasing and the Tax Office. Judge Garcia stated he would like to be involved in the negotiation process. Mrs. Salazar informed him that he could, but no more than two people from his office could be involved.

The Court proceeded to Executive Session.

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.

On motion by COMMISSIONER PCT. 1, A.C. CUELLAR, JR., seconded by COMMISSIONER PCT. 4, JOSEPH PALACIOS, the Court made a UNANIMOUS vote of approval.

Vote: 4 - 0 - Unanimously

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.

On motion by COMMISSIONER PCT. 3, JOE M. FLORES, seconded by COMMISSIONER PCT. 4, JOSEPH PALACIOS, the Court made a UNANIMOUS vote of approval.

Vote: 4 - 0 - Unanimously

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)

On motion by COMMISSIONER PCT. 4, JOSEPH PALACIOS, seconded by COMMISSIONER PCT. 3, JOE M. FLORES, the Court made a UNANIMOUS vote of approval.

Vote: 4 - 0 - Unanimously

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.

On motion by COMMISSIONER PCT. 3, JOE M. FLORES, seconded by COMMISSIONER PCT. 4, JOSEPH PALACIOS, the Court made a UNANIMOUS vote of approval.

Vote: 4 - 0 - Unanimously

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.

On motion by COMMISSIONER PCT. 4, JOSEPH PALACIOS, seconded by COMMISSIONER PCT. 1, A.C. CUELLAR, JR., the Court made a UNANIMOUS vote of approval.

Vote: 4 - 0 - Unanimously

Zimbra **yolanda.velasquez@co.hidalgo.tx.us**

RE: Appraisal & Collection Technologies, LLC

From : Josephine L. Ramirez <josephine.ramirez@da.co.hidalgo.tx.us> Tue, Jun 16, 2015 03:39 PM

1 attachment

Subject : RE: Appraisal & Collection Technologies, LLC

To : 'Yolanda Velasquez' <yolanda.velasquez@co.hidalgo.tx.us>, 'victor garza' <victor.garza@da.co.hidalgo.tx.us>

Cc : 'Darlene H. Betancourt' <darlene.betancourt@co.hidalgo.tx.us>, 'Evangelina Garcia' <evangelina.garcia@co.hidalgo.tx.us>

Reply To : josephine ramirez <josephine.ramirez@da.co.hidalgo.tx.us>

Ms. Yoli,

Attached is the revised agreement which we approve as to form.

Thank you,

Josephine Ramirez Solis
Assistant Criminal District Attorney
Chief - Civil Division
Office of Criminal District Attorney
Hidalgo County, Texas
100 N Closner Rm 303
Edinburg, TX 78539
(956) 318-2313 ext. 3823
(956) 318-2079 FAX
josephine.ramirez@da.co.hidalgo.tx.us

****
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josephine.ramirez@da.co.hidalgo.tx.us AND DELETE THE COMMUNICATION.
****

From: Yolanda Velasquez [mailto:yolanda.velasquez@co.hidalgo.tx.us]
Sent: Tuesday, June 16, 2015 3:34 PM
To: josephine.ramirez@da.co.hidalgo.tx.us; victor garza
Cc: Darlene H. Betancourt; Evangelina Garcia
Subject: Fwd: Appraisal & Collection Technologies, LLC
Importance: High

Good afternoon all,

Made changes as requested. Please review as to form.

Yolanda Velasquez, Buyer III
Hidalgo County Purchasing Dept.
Tel: (956) 318-2626 ext. 4881
yolanda.velasquez@co.hidalgo.tx.us

From: "Martha Salazar" <martha.salazar@co.hidalgo.tx.us>
To: "Yolanda Velasquez" <yolanda.velasquez@co.hidalgo.tx.us>, "Valde Guerra" <valde.guerra@co.hidalgo.tx.us>, "josephine ramirez" <josephine.ramirez@da.co.hidalgo.tx.us>, "victor garza" <victor.garza@da.co.hidalgo.tx.us>
Cc: "Darlene H. Betancourt" <darlene.betancourt@co.hidalgo.tx.us>, "Evangelina Garcia" <evangelina.garcia@co.hidalgo.tx.us>
Sent: Tuesday, June 16, 2015 2:52:40 PM
Subject: Fwd: Appraisal & Collection Technologies, LLC

Ms. Yoli:
Please make and complete the recommended changes by HC-DAs Office [attached herein] to the agreement and return to Hon. Josephine Ramirez & Victor Garza for final review and comments with copy to all noted except for me.
Thanks
Marty S.

PS This will assist in getting this contract placed on HCCC agenda of 06-23-15 for action and completion as I believe Tax Office has deadline by end of June.

From: "Valde Guerra" <valde.guerra@co.hidalgo.tx.us>
To: "Martha \"Marty\" Salazar" <martha.salazar@co.hidalgo.tx.us>

Sent: Tuesday, June 16, 2015 2:41:01 PM
Subject: Fwd: Appraisal & Collection Technologies, LLC

Respectfully,

Valde Guerra
CEO

Begin forwarded message:

> **From:** "Josephine L. Ramirez" <josephine.ramirez@da.co.hidalgo.tx.us>
> **Date:** June 16, 2015 at 2:18:43 PM CDT
> **To:** "'Valde Guerra'" <valde.guerra@co.hidalgo.tx.us>
> **Cc:** "'Monica Badillo'" <monica.badillo@co.hidalgo.tx.us>, <victor.garza@da.co.hidalgo.tx.us>
> **Subject: RE: Appraisal & Collection Technologies, LLC**
> **Reply-To:** <josephine.ramirez@da.co.hidalgo.tx.us>
>
> Valde,
>
> Victor and I both reviewed the ACT contract and we have some recommended
> revisions. Please see the attached notes.
>
> 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
>
> **********

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josephine.ramirez@da.co.hidalgo.tx.us AND DELETE THE COMMUNICATION.
****

-----Original Message-----
From: Rosie Luna [mailto:rosie.luna@co.hidalgo.tx.us]
Sent: Friday, June 12, 2015 1:34 PM
To: josephine.ramirez@da.co.hidalgo.tx.us
Subject: FW: Appraisal & Collection Technologies, LLC

Hi, Josie

Sorry I had the wrong email for you.

-----Original Message-----
From: Rosie Luna [mailto:rosie.luna@co.hidalgo.tx.us]
Sent: Friday, June 12, 2015 1:09 PM
To: 'josie.ramirez@da.co.hidalgo.tx.us';
'victor.garza@da.co.hidalgo.tx.us'
Cc: 'guerra, valde'
Subject: Appraisal & Collection Technologies, LLC

Good Afternoon,

As per Mr. Guerra's request, attached is a copy of the Appraisal & Collection Technologies, LLC contract for review. A five (5) year contract
was negotiated with stated vendor at $190,000.00 per year. Item will be placed on the June 23rd Commissioners' Court Agenda. Should there be any
concerns or questions on attached contract, please contact Mr. Guerra.

196785

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 6/22/2015

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
Commercial Lines - (713) 507-4700
Wells Fargo Insurance Services USA, Inc.
24 Greenway Plaza, Suite 1100
Houston, TX 77046-2401

CONTACT NAME: John Earle
PHONE (A/C, No, Ext): 713-507-4784 **FAX (A/C, No):** 866-588-7980
E-MAIL ADDRESS: john.earle@wellsfargo.com

INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A :	Hartford Accident and Indemnity Company	22357
INSURER B :	Property Casualty Ins Co of Hartford	34690
INSURER C :	Hartford Casualty Insurance Company	29424
INSURER D :	Hartford Underwriters Insurance Company	30104
INSURER E :		
INSURER F :		

INSURED
Appraisal & Collection Technologies, LLC
911 Central Parkway N. Suite 200
San Antonio, TX 78232, US.

COVERAGES **CERTIFICATE NUMBER:** 9252542 **REVISION NUMBER:** See below

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY [ ] PRO-JECT [X] LOC OTHER:			61UUNZQ8794	12/31/2014	12/31/2015	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
B	AUTOMOBILE LIABILITY X ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS			61UENZQ9621	12/31/2014	12/31/2015	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
C	X UMBRELLA LIAB [X] OCCUR EXCESS LIAB [ ] CLAIMS-MADE DED [X] RETENTION $ 10,000			61XHUZQ6274	12/31/2014	12/31/2015	EACH OCCURRENCE AGGREGATE	$ 10,000,000 $ 10,000,000
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N: N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		61WBAG8764	12/31/2014	12/31/2015	X PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

All Coverages Include a 30-Day Notice of Cancellation, except 10 days for Non-Payment of Premium.

The General Liability policy includes a blanket automatic Additional Insured endorsement that provides additional insured status to the certificate holder only when there is a written contract between the named insured and the certificate holder that requires such status.

The General Liability and Workers' Compensation policies includes a blanket automatic Waiver of Subrogation endorsement that provides this feature only when there is a written contract between the named insured and the certificate holder that requires such status.

CERTIFICATE HOLDER

HIdalgo County
Attn: Purchasing Department
2812 S. Highway Bus. 281
Edinburg, TX 78539

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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Hidalgo County Purchasing Department
2812 S. Business Highway 281
New Administration Building
Edinburg, Texas 78539
(956) 318-2626/ Fax: (956) 318-2629

MEMORANDUM
(IMMEDIATE REVIEW AND RESPONSE REQUIRED)

To: Jim Brod, CEO
Appraisal & Collection Technologies, LLC

From: Yolanda Z. Velasquez, Buyer III for:
Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department

Date: June 12, 2015

Re: Best and Final Offer-RFP No: 2015-070-04-22-YZV
Hidalgo County-Automated Tax Collection System

Pursuant to the negotiation meeting held today at Hidalgo County Judge's Office with the presence of Tax Office, Purchasing Department and Executive Officer for the negotiation process with conclusion of the following:

1. The need of additional hardware is due to current hardware being outdated;
2. Fee per year agreed to be reduced from $200,000.00 to $190,000.00 per year for total of $950,000.00 for the five year term with no fee changes throughout the term of agreement.

Hidalgo County Purchasing Department hereby request acknowledgment of the aforementioned for the "Best and Final Offer" to the proposed scope of requirements and scope of services to the RFP by signing below and returning back immediately for agenda backup purposes.

If you have any questions, please call me at (956) 292-7000-Ext. 4881.

Thank you

By: J E Brod **Title:** Chief executive officer

Printed Name: Jim Brod **Date:** 6/13/2015

APPRAISAL AND COLLECTION TECHNOLOGIES, L.L.C.

HOSTING SERVICE AGREEMENT
C-15-070-06-23

This Hosting Service Agreement (this **"Agreement"**) is made and entered into as of the date set forth below (the **"Effective Date"**) by and between Appraisal and Collection Technologies, L.L.C., a Texas limited liability company (**"ACT"**), and the customer County of Hidalgo, Texas, by and through the Hidalgo County Tax Assessor & Collector (the **"Customer"**).

In consideration of the rights and benefits that they each will be receiving under this Agreement, and intending to be legally bound, ACT and Customer (each a **"Party"** and together, the **"Parties"**) agree to the terms of this Agreement.

APPRAISAL AND COLLECTION TECHNOLOGIES, L.L.C.

By: _____
Jim Brod, Chief Executive Officer

Address:

911 Central Parkway North
San Antonio, Texas 78232
Attention: Chief Executive Officer

CUSTOMER: HIDALGO COUNTY, TX

By: _____

Print Name: _____

Title: _____

Address:
_____
_____
Attention: _____

Effective Date: July 1, 2015

ADDITIONAL TERMS AND CONDITIONS OF THIS AGREEMENT BEGIN ON THE FOLLOWING PAGE. THIS AGREEMENT MAY CONTAIN SEVERAL ATTACHED SCHEDULES, THE PAGES OF WHICH MAY NOT BE NUMBERED.

TABLE OF SCHEDULES

Schedule 1	Fee Schedule
Schedule 2	Service and Support Level Specification Agreement
Schedule 3	Statement of Work

TERMS AND CONDITIONS

1. Services.

1.1. Customer's Rights to Use the Services. ACT grants Customer a limited non-exclusive, non-transferable, worldwide right and license to access and use the Services for the duration of the Term (as defined herein) solely for the purposes of tax assessment and collection by or on behalf of Customer. This right is subject to Customer's payment of all required fees described in Exhibt A (the "**Fees**") attached hereto and incorporated herein and compliance with all of its obligations under this Agreement. The "**Services**" means the services provided by ACT that are described in Schedule 2 attached hereto and incorporated herein.

1.2. Service Levels. In providing the Services, ACT shall use commercially reasonable efforts to comply in all material respects with any service levels set forth in Schedule 2 ("**Service Levels**"). ACT shall not be responsible for failing to meet a Service Level to the extent the failure is caused by Customer, a third party or a force or cause beyond ACT's reasonable control.

1.3. Rights of ACT. ACT shall be free to provide Services for others on an unrestricted basis. ACT may subcontract any portion of the Services without notice, consent or any other restriction and has sole discretion in its use of subcontractors and consultants, including, but not limited to third party server hosting services.

2. Customer Restrictions; Proprietary and other Rights.

2.1. Restrictions. Customer shall not, and shall not permit any third party to: (i) sublicense, resell, lease, transfer or assign to any third party the Services or any associated software owned by ACT (**"ACT Software"**) or associated software owned by a third party (**"Third Party Software"**); (ii) duplicate, modify or make derivative works of any ACT Software or Third Party Software; or (iii) reverse engineer, decompile, disassemble, or translate any ACT Software or Third Party Software. Customer has no rights to the source code of the ACT Software or Third Party Software. Customer may not access the Services other than as expressly provided by ACT pursuant to this Agreement. Access to the Services shall be limited by Customer to employees, contractors, consultants, representative or agents of Customer that are authorized by Customer to access and use the Services on Customer's behalf (**"Authorized Users"**). Customer shall be solely responsible for any activities that occur under its account with ACT, including the activities of its Authorized Users.

2.2. Data Rights. Customer grants ACT a royalty-free, non-exclusive, non-transferable, worldwide right and license to access and use in any media the data, information, trademarks and content of Customer ("**Customer Data**") to the extent ACT needs the Customer Data to provide the Services, to configure the format and other technical or display requirements of the Services, and to manipulate and display the Customer Data for processing transactions on behalf of Customer. The Services may be designed to collect transaction, connection and/or performance information for use by ACT ("**Transaction Information**"). All Customer Data and Transaction Information is and shall remain the sole and exclusive property of Customer and shall not be used by ACT for any purpose other than the performance of its obligations and exercise of its rights under this Agreement.

2.3. Privacy Policy. Customer agrees that ACT and its affiliates may use any information Customer provides to ACT, including but not limited to, the Customer Data and Transaction Information for the purposes of this Agreement and in a manner consistent with ACT's then-current Privacy Policy as set forth at www.acttax.com which may be changed by ACT without notice. Customer agrees, however, that ACT is not responsible for any information Customer provides to third parties, and that the privacy policies, if any, of such third parties will govern the use and disclosure of such information.

2.4. Acceptable Use. Customer shall comply, and shall cause its Authorized Users to comply, with the then-current Acceptable Use Policy located at www.acttax.com, as it may be modified from time to time, at ACT's sole discretion without notice ("**Use Policy**"). ACT shall notify Customer of any Use Policy violation by Customer and Customer shall cure the violation within one business day of receipt of notice of the violation. If the violation is by an Authorized User and the violation is not cured within this timeframe, Customer shall terminate that user's access to the Service. If Customer fails to terminate the access of any Authorized User that continues to violate the Use Policy, ACT shall have the right to terminate this Agreement. Customer shall comply with all written policies related to the Service that are published or reasonably communicated by ACT and all reasonable written directives provided by ACT with respect to use of the Service that are reasonably designed by ACT to ensure efficient operation of the Service.

2.5. Proprietary Rights of ACT. The Services, the ACT Software, the Third Party Software and any trade secrets, know-how, methodologies and processes, copyrights, trademarks, patents, trade secrets, and any other proprietary and intellectual property rights associated with or inherent in the Services, the ACT Software or the Third Party Software are and shall remain the sole and exclusive property of ACT and its third party licensors and shall not be used by Customer for any purpose other than the performance of its obligations and exercise of its rights under this Agreement.

3. Relationship Management. ACT and Customer shall each designate a representative (a "**Relationship Manager**") for this Agreement. Each Party shall have the right to change its Relationship Manager or designate an alternate by providing written notice to the other Party.

4. Fees, Payment, Taxes.

4.1. Fees. Customer shall pay ACT the Fees set forth in Schedule 1.

4.2. Payment. Unless this Agreement or a Schedule to this Agreement specifically provides otherwise, Customer shall pay all Fees within thirty (30) days of the date of invoice at the address specified in Schedule 1. Any Fees not paid when due shall accrue interest at a rate equal to the lesser of (i) one and one half percent (1.5%) of the invoiced amount per month or (ii) the maximum rate allowable under applicable law on all unpaid amounts. If Customer fails to pay any Fees on a timely basis, ACT may suspend Customer's access to the Services until the outstanding payment including any late charges is made in full.

4.3. Expense Reimbursement. Customer will reimburse ACT for all pre-approved out-of-pocket expenses incurred by ACT in rendering the Services, as specified in the applicable Schedule to this Agreement. Such expenses may include, but shall not be limited to, travel and travel related expenses (including transportation, lodging and meals) and costs of any tangible material acquired by ACT for Customer's benefit.

4.4. Taxes. Customer shall be liable for, and shall reimburse ACT for, all sales, use, transfer, privilege, excise, service, telecommunication, all other taxes and all duties and regulatory fees related to this Agreement, whether foreign, federal, state or local, however designated (including any interest and penalties imposed thereon), other than taxes based on the net income of ACT.

5. Confidentiality.

5.1. Non-Disclosure Obligations. Except as is specifically required or permitted by this Agreement, neither Party shall, without the express prior written consent of the other Party, redistribute, market, publish, disclose or divulge to any other person or entity, or use or modify for use, directly or indirectly in any way for any person or entity: (i) any of the other Party's Confidential Information during the Term and for three (3) years after any end to the Term; and (ii) any of the other Party's Trade Secrets at any time during which such information shall constitute a Trade Secret (before or after the end of the Term). The Parties agree that, during the Term and thereafter, each Party will hold Confidential Information and Trade Secrets in a fiduciary capacity for the benefit of the other Party and shall not (a) directly or indirectly use, copy, reproduce, distribute, manufacture, duplicate, reveal, report, publish, disclose or cause to be disclosed, or otherwise transfer any Confidential Information or Trade Secrets of the other Party to any third party, or (b) utilize Confidential Information or Trade Secrets for any purpose, except as expressly contemplated by this Agreement or authorized in writing by the other Party. Each Party will limit the disclosure of the other Party's Confidential Information and Trade Secrets to employees, contractors or agents with a need-to-know, shall notify its employees, contractors and agents of their confidentiality obligations with respect to Confidential Information and Trade Secrets and shall require its respective employees, contractors and agents to comply with these obligations. Each Party shall be liable for any breach by any employee, contractor or agent of the confidentiality obligations contained herein.

5.2. Trade Secrets. For purposes of this Agreement the following terms shall have the following meanings: "**Trade Secrets**" shall mean information (including, but not limited to, confidential business information, technical or non-technical data, formulas, patterns, compilations, programs, devices, methods, techniques, drawings, processes, financial data, financial plans, product plans, lists of actual or potential customers or suppliers) that: (a) derives economic value, actual or potential, from not being generally known to, and not being readily ascertainable by proper means by, other persons who can obtain economic value from its disclosure or use; and (b) is the subject of efforts that are reasonable under the circumstances to maintain its secrecy. The Parties stipulate that the Services and the ACT Software and the Third Party Software and all intellectual property rights associated with those items shall constitute Trade Secrets of ACT and its licensors.

5.3. Confidential Information. "**Confidential Information**" shall mean, with respect to a Party, all valuable, proprietary and confidential information belonging to or pertaining to the Party that does not constitute a Trade Secret of the Party and that is not generally known by or available to the Party's competitors but is generally known only to the Party and those of its employees, contractors, clients or agents to whom such information must be confided for internal business purposes. Confidential Information does not include information that: (a) was in the possession of, or was rightfully known by, the recipient thereof without an obligation to maintain its confidentiality prior to receipt from disclosing Party; (b) is or becomes generally known to the public without violation of this Agreement; or (c) is obtained by the recipient in good faith from a third Party having the right to disclose it without an obligation of confidentiality.

5.4. Required Disclosure. Notwithstanding the foregoing, either Party may disclose Confidential Information or Trade Secrets of the other Party in judicial or other government proceedings to the extent that the Party is legally compelled to do so, provided that the Party has notified the other Party in writing at least ten (10) days prior to disclosure and shall have used its best efforts to obtain, and shall have afforded the other Party a reasonable opportunity to obtain, an appropriate protective or similar order providing for the confidential treatment of the Confidential Information or Trade Secrets required to be disclosed.

5.5. Injunctive Relief. Each Party acknowledges that any unauthorized disclosure or use of the other Party's Trade Secrets or Confidential Information would be likely to injure the other Party irreparably. Each Party acknowledges that its misuse or unauthorized disclosure of the other Party's Confidential Information or Trade Secrets shall entitle the other Party to injunctive or other equitable relief.

6. Representations and Warranties.

6.1. ACT Representations and Warranties. ACT represents and warrants to Customer that: (i) it will provide the Services in a manner consistent with reasonably applicable general industry standards; (ii) in providing the Services, it shall comply with all applicable Federal, state and local laws and regulations ("**Laws**") and shall obtain all required permits and licenses; and (iii) will update the ACT Software and the Service as necessary to comply with changes mandated by legislative changes to the State of Texas Property Tax Code and administrative directives issued by the Property Tax Division of the Comptroller's Office for the State of Texas.

6.2. Customer Representations and Warranties. Customer represents and warrants to ACT that: (i) the Customer Data does not and shall not infringe on or violate any third party's intellectual property or other proprietary rights; (ii) Customer owns the Customer Data or otherwise has the right to place the Customer Data on the ACT's infrastructure in connection with the Services and to view and access the Customer Data through the Services; (iii) no further approval, authorization or consent of any governmental or regulatory authority is required to be obtained by it in order for it to enter into and perform its obligations under this Agreement; and (iv) in connection with its use of the Services, it shall comply with all Laws and shall obtain all applicable permits and licenses.

6.3. Disclaimer. EXCEPT AS EXPRESSLY PROVIDED IN THIS AGREEMENT, ACT MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE OR ANY WARRANTY OF NON-INFRINGEMENT. ACT DOES NOT WARRANT THAT: (a) THE SERVICES AND ANY RELATED SOFTWARE WILL OPERATE UNINTERRUPTED; (b) SERVICE OR SOFTWARE ERRORS CAN BE CORRECTED; OR (c) THE APPLICATIONS CONTAINED IN THE SERVICES OR SOFTWARE ARE DESIGNED TO MEET ALL OF CUSTOMER'S BUSINESS REQUIREMENTS.

6.4. Internet Delays. THE SERVICES MAY BE SUBJECT TO LIMITATIONS, DELAYS AND OTHER PROBLEMS INHERENT IN THE USE OF THE INTERNET AND ELECTRONIC COMMUNICATIONS. ACT IS NOT RESPONSIBLE FOR, AND CUSTOMER RELEASES ACT FROM, ANY DELAYS, DELIVERY FAILURES OR DAMAGES RESULTING FROM SUCH PROBLEMS.

7. Indemnification.

7.1. ACT Indemnity. Subject to Section 8, ACT shall indemnify and hold harmless Customer and any affiliated entities and their respective officers, directors, partners, employees, shareholders and agents against any damages awarded against the Customer by a court of competent jurisdiction in connection with a final judgment or ruling that the Customers use of, or access to, the Services infringes a United States patent, copyright or trademark of the third party that is registered as of the date ACT provides Customer with the Services, provided, that: (a) Customer gives ACT prompt notification in writing of any such infringement claim specifying in reasonable detail

the nature and all material aspects of the claim and reasonable assistance, at ACT's expense, in the defense of such infringement claim; and (b) ACT has the sole authority to defend or settle such infringement claim.

7.2. Indemnification Limitations. ACT shall have no obligation for any infringement claim arising out of or relating to: (a) use of the Services other than in accordance with the terms of this Agreement; (b) any Third-Party Software associated with the Service; or (c) use of the Services in combination with any other hardware, software or other materials where absent such combination, the Services would not be the subject of the infringement claim.

7.3. Effect of Infringement Claim. If an infringement claim is asserted or, in ACT's reasonable belief, is likely to be asserted, (a) ACT may require Customer to discontinue use of the Services immediately and Customer shall comply with such requirement; and (b) ACT will, at its sole option, either (i) procure for Customer the right to use and exercise its rights with respect to the Services as provided in this Agreement; (ii) replace the Services with other non-infringing services or modify the Services to make it not infringing while retaining substantially similar functionality; or (c) if the remedies set forth in clauses (b)(i) and (b)(ii) are not commercially feasible, as determined by ACT in its sole discretion, terminate this Agreement, in whole or in part, and pay to Licensee any prepaid Fees paid by Licensee for the infringing Services that are not provided due to the early termination.

7.4. Exclusive Remedy. THE PROVISIONS OF THIS SECTION STATE THE SOLE, EXCLUSIVE, AND ENTIRE LIABILITY OF ACT AND ITS LICENSORS TO CUSTOMER, AND IS CUSTOMER'S SOLE REMEDY WITH RESPECT TO, ANY CLAIM OF INFRINGEMENT OR MISAPPROPRIATION OR ALLEGED INFRINGEMENT OR MISAPPROPRIATION OF ANY THIRD-PARTY PATENT, COPYRIGHT, TRADEMARK, TRADE SECRET OR OTHER INTELLECTUAL PROPERTY RIGHT.

8. Limitation of Liability. EXCEPT FOR DAMAGES RESULTING FROM BREACHES OF SECTION 5 (CONFIDENTIALITY), ACT SHALL NOT BE LIABLE TO CUSTOMER FOR ANY INDIRECT, INCIDENTAL, SPECIAL EXEMPLARY OR CONSEQUENTIAL DAMAGES. ACT SHALL NOT BE LIABLE TO CUSTOMER FOR; (I) LOST DATA; OR (II) FAILURE TO REALIZE EXPECTED SAVINGS RESULTING FROM THE USE OF THE SERVICES, EVEN IF ACT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSSES. IN ANY CASE, EXCEPT FOR DAMAGES RESULTING FROM BREACHES OF SECTION 5 (CONFIDENTIALITY), ACT'S ENTIRE AGGREGATE LIABILITY UNDER ANY PROVISION OF THIS AGREEMENT SHALL BE LIMITED TO THE FEES ACTUALLY PAID BY CUSTOMER TO ACT UNDER THIS AGREEMENT. NOTWITHSTANDING ANYTHING IN THIS AGREEMENT TO THE CONTRARY, THIS SECTION SETS FORTH CUSTOMER'S SOLE AND EXCLUSIVE REMEDY FOR ANY BREACH OF WARRANTY.

9. Dispute Resolution.

9.1. Injunctive Relief. A material breach of Sections 2.1, 2.4 or 2.5 by Customer would irreparably harm ACT and, accordingly, Customer agrees that in the event of such a breach ACT shall be entitled to apply to a court of appropriate jurisdiction for injunctive relief, specific performance and/or, as the case may be, other interim measures, without the posting of any bond, to prevent or stop harm, including, but not limited to, harm relating to, trademarks, copyrights, patent rights, know-how, trade secrets or other intellectual property rights. These rights to injunctive relief are in addition to those rights specified in Section 5.5.

10. Term and Termination.

10.1. Term. The "**Term**" shall be the duration of ACT's obligation to provide Services to Customer. The Term shall commence on the Effective Date and shall continue for an initial period of five (5) years, unless terminated sooner in accordance with this Agreement (the "**Initial Term**"). The Term shall automatically renew beyond the Initial Term on an annual basis subject to earlier termination in accordance with this Agreement (each, a "**Renewal Term**").

10.2. Non-Renewal. This Agreement may be terminated by Customer or ACT on the last day of the Initial Term or on the last day of any Renewal Term by providing written notice to the other Party not less than nine (9) months prior to the expiration of the Initial Term or the then current Renewal Term, as the case may be, indicating an intention to terminate the Agreement as of the last day of the Initial Term or the then current Renewal Term ("**Termination Date**").

10.3. Termination.

10.3.1 Termination by ACT. In addition to any other rights ACT may have under this Agreement or law, ACT may, at ACT's option, terminate this Agreement as follows: (i) upon Customer's failure to pay any Fees or other amounts it owes ACT under this Agreement; (ii) upon Customer's material breach of any of its other obligations, representations or warranties under this Agreement where the breach is not cured within thirty (30) business days after written notice of the breach is provided to Customer by ACT (provided, that if ACT determines in good faith that a breach by Customer is incurable, then the termination of the Term shall be effective immediately upon notice without a cure period); or (iii) immediately upon Customer's ceasing to do business in the normal course, becoming or being declared insolvent or bankrupt, being the subject of any proceeding relating to liquidation or insolvency which is not dismissed within ninety (90) calendar days or making an assignment for the benefit of its creditors; or (iv) by providing 180 days notice.

10.3.2 Termination by Customer Customer may, at Customer's option, terminate this Agreement as follows: (i) for convenience during the Initial Term of the Agreement upon thirty (30) days written notice; (ii) upon ACT's material breach of any of its other obligations, representations or warranties under this Agreement, where the breach is not cured within thirty (30) business days after written notice of the breach is provided to ACT by Customer; and (iii) immediately upon ACT ceasing to do business in the normal course, becoming or being declared insolvent or bankrupt, being the subject of any proceeding relating to liquidation or insolvency which is not dismissed within ninety (90) calendar days or making an assignment for the benefit of its creditors.

10.3.3 Migration Period. Subject to Section 10.3.4, upon the termination or expiration of the Term (other than for violation by Customer of Section 2.1, 2.4, 2.5 or 5.), Customer shall have the right, upon providing written notice to ACT, to receive Services from ACT for up to four (4) months after the termination date (the "**Migration Period**") provided Customer continues paying all applicable Fees to ACT. With respect to a Migration Period after a termination by ACT pursuant to Section 10.3.1, Customer shall pay Fees on a monthly basis in advance, but in the event that Customer fails to make any one (1) payment when due during the Migration Period, ACT shall be entitled to discontinue the provision of Services.

10.3.4 Effect of Termination; Customer Data. Upon the expiration or termination of the Term and after receipt of all amounts due from Customer, ACT shall return to Customer all Customer Data provided that ACT may retain any Customer Data necessary for it to continue to perform under this Agreement pursuant to any Migration Period obligations, which Customer Data will be returned to Customer at the end of the Migration Period. In addition to returning all Customer Data, ACT shall destroy any copies and shall permanently delete and destroy all electronic versions of all Customer Data, and shall ensure that if any Customer Data has been provided to a third party, such third party shall similarly destroy any copies and shall permanently delete and destroy all electronic versions of all Customer Data.

10.3.5 Effective of Termination; Fees. Upon the expiration or termination of the Term, Customer shall (i) pay ACT all amounts then due and owing to ACT, and (ii) return to ACT all proprietary materials of ACT received under this Agreement. Upon termination or expiration of the Term for any reason, in addition to other amounts payable to ACT, Customer shall pay to ACT (i) all costs associated with ACT's provision of Services during any Migration Period, and (ii) any termination fee that may be payable under the applicable Schedule to this Agreement.

10.4. Survival. Termination or expiration of the Term does not terminate other provisions of this Agreement that by their terms do not expire on termination or expiration of the Term.

11. Miscellaneous.

11.1. Entire Agreement. This Agreement and the Schedules referencing this Agreement attached hereto and incorporated herein constitute the entire agreement between Customer and ACT with respect to the subject matter of the Agreement and supercede all prior oral negotiations and prior written agreements with respect to these matters.

11.2. Independent Contractors. Nothing in this Agreement or in the course of dealing between ACT and Customer shall be deemed to create between ACT and Customer (including their respective directors, officers, employees and agents) a partnership, joint venture, association, employment relationship or any other relationship other than an independent contractor relationship.

11.3. Use of Customer Name. ACT shall have the right to identify Customer as a customer of ACT as part of ACT's marketing efforts, including customer lists and naming Customer in press releases.

11.4. Audit Rights. ACT shall have the right during customary business hours, upon reasonable written notice and at ACT's expense, to examine Customer's books and records and use of the Services in order to audit Customer's compliance with this Agreement.

11.5. Waiver; Non-Waiver; Amendment. Failure by either Party to enforce any of the provisions of this Agreement or any rights with respect to it or the failure to exercise any option provided under this Agreement shall in no way be considered to be a waiver of that provision, right or option, or in any way affect the validity of this Agreement. No waiver of any rights under this Agreement, nor any modification or amendment of this Agreement, shall be effective or enforceable, unless it is in writing and signed by each Party.

11.6. Force Majeure. Neither Party to this Agreement, other than for payments due and payable, will be liable to the other for any failure or delay in performance under this Agreement due to circumstances beyond its reasonable control including, without limitation, Acts of God, labor disruption, strikes, lockouts, riots, acts of war, terrorist threat, epidemics, communication line failures, power failures or government action.

11.7. Governing Law. This Agreement shall be governed by the laws of the State of Texas without giving effect to any choice of law principles. The Parties hereby acknowledge and agree that the United Nations Convention on Contracts for the International Sale of Goods shall not apply to this Agreement.

11.8. Assignment. Except as provided in this Agreement, Customer may not assign or transfer any of its rights, duties or obligations under this Agreement (whether by assignment, merger, transfer of assets, sale of stock, operation of law or otherwise) without the prior written consent of ACT and any assignment not in compliance with this Section shall be deemed void. ACT in its sole discretion may assign or transfer any of its rights, duties or obligations under this Agreement.

11.9. Notice. All notices or other communications under this Agreement must be in writing and will be deemed to have been duly given when (a) delivered by hand (with written confirmation of receipt), (b) five (5) calendar days after being deposited in the United States Mail, postage pre-paid, or (c) two (2) calendar days after being deposited for delivery with a nationally recognized overnight delivery service, such as Federal Express, (with written confirmation of receipt) and addressed or sent, as the case may be, to the appropriate addresses set forth on the first page of this Agreement (or to such other addresses as a Party may designate by notice to the other Party). All notices to ACT shall be addressed to the attention of the Chief Executive Officer with a copy delivered to Linebarger Goggan Blair & Sampson, L.L.P. (the "Firm"), to the attention of the Chief Operating Officer, at P.O. Box 17428, Austin, Texas 78760-7428 (or such other address as ACT or the Firm may designate by notice to the other Party).

11.10. Severability. If any provision of this Agreement is held invalid or unenforceable, the provision shall be deemed modified only to the extent necessary to render it valid or eliminated from this Agreement, as the situation may require, and this Agreement shall be enforced and construed as if the provision had been included in this Agreement as modified in scope or applicability or not been included, as the case may be.

11.11. No Third Party Beneficiaries. This Agreement inures to the benefit of ACT and Customer only and no third party shall enjoy the benefits of this Agreement or shall have any rights under it except as is expressly provided in this Agreement.

11.12. Headings. The headings preceding the text of the paragraphs of this Agreement have been inserted solely for convenience of reference and neither constitute a part of this Agreement nor affect its meaning, interpretation or effect.

11.13. Interpretation; Order of Precedence. In the event of any discrepancy or conflict between the terms of this Agreement and the terms of any Schedule, the terms of this Agreement shall control. This Agreement and any Schedule hereto shall prevail over any additional, conflicting, or inconsistent terms or conditions which may appear on any purchase order or other document issued by Customer.

11.14. Export Controls. Customer agrees to comply fully with all relevant export laws and regulations of the United States including but not limited to the U.S. Export Administration Regulations (collectively, "**U.S. Export Controls**").

SCHEDULE 1

Fee Schedule

Annual Contract Fee for term beginning July 1, 2015 through June 31, 2020 will be $190,000 ("Contract Fee").

The above annual contract fee includes other modules in addition to the ACT Tax Collection System (TCS) software. Those modules available at no additional cost include TaxLedge (entity remittance software), Permits (TABC beer and liquor fees), Special Inventory Tracking (SIT) and Liens (code compliance and miscellaneous fees).

Customer will be sent an invoices and payment will be made in equal quarterly installments. Payment will be sent to

ACT, LLP
911 Central Parkway North, Suite 200
San Antonio, Texas 78232

User requested system alterations:

All requests by Customer for modifications, enhancements, consolidations of new tax jurisdictions, or other changes to the ACT System (as defined in the Service and Support Level Specification Agreement attached to the Agreement as Schedule 2 (the "SSLSA")) shall be evaluated by ACT and processed in accordance with the Change Control Procedures set forth at Schedule C of the SSLSA. If the Customer request is approved in accordance with such Change Control Procedures, ACT will determine if the request is billable. Customer acknowledges that any request determined to be billable will be charged at the following rates:

Rate Classification	Hourly Rate
Principal	$195.00
Project Manager	$150.00
Senior Analyst	$115.00
Developer	$ 95.00
Quality Assurance / Trainer	$ 75.00
Mileage	IRS standard rate
Airfare	Actual Airfare
Per Diem	Actual Charges

SCHEDULE 2

Service and Support Level Specification Agreement

(attached)

SCHEDULE 3

Statement of Work

ACT shall purchase and cause to be delivered to the Hidalgo County Tax Office or any other location in Edinburg, Texas specified by the Tax Assessor Collector ("TAC") the following equipment.

Area	Quantity	Item	Price	Total
Workstations	50	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		$82,526.57

		NBD5 Business Essentials: American Power Conversion BE750G Back UPS- 450 Watt A7000302		
Power User Systems	25	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		$42,705.41

Administrative	15	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		$25,209.75
		Total Quote for Computers		**$150,441.73**

Printers	90	HP LJ P2035 30PPM		$20,871.36
Scanners	100	Heron Kit D130 Scanners with Stands		$17,962.43
		Total Quote for Printers/Scanners		**$38,833.79**

TOTAL **$189,275.52**

ACT shall notify the TAC of the expected arrival date of the equipment. The TAC will designate an area in their office where all hardware will be delivered, pending installation. The TAC will designate a staff member to inspect for damage and sign for all deliveries and insure items are in their designated area, pending installation.
The TAC shall notify ACT upon the successful delivery of all equipment. ACT shall coordinate an installation date with the TAC and the IT Department. On the agreed upon date, an ACT representative shall perform the following:

i. Discuss the computer policies with the IT Department, i.e. naming conventions, group policies, passwords and network security. Set up a tentative plan to work with the IT Department for the actual placement and connectivity of the hardware.
ii. Unbox all hardware and inspect for any damage.
iii. Inventory all equipment, documenting the location of Dell Service Tags and HP Printer Serial Numbers.
iv. Start the process to activate all the Dell computers:
    1. Ensure that all computers boot up properly.
    2. Configure naming conventions assigned by the IT Department, and if permission is given, configure on the domain.
    3. Install Microsoft Office version and the ACT Software (performed by ACT Technician).
    4. Install System Center Endpoint Protection(performed by Hidalgo County IT)
    5. Install other software as designated (performed by Hidalgo County IT)
    6. Label computer at the location for connectivity (HCTO User).
v. Work with the Hidalgo County IT Department, for actually swapping out the old Dell Computer for the new Dell Computer. Create a schedule that would designate the Main Tax Office installation and any substation installations.
vi. Insure user can login and print from their new system.
vii. Old computers will follow the process below:
    1. If designated for donation:
        a. Document all Dell Service tags for donation.
        b. ACT Technician will reformat old computer and reload only the licensed Microsoft Operating System on said computer.
        c. Advise the local LGBS Office Manager of computer status for pick-up.
        d. Have the donation document signed and assist with the removal of the said computers.
    2. If designated for disposal:
        a. Document all Dell Service Tags for destruction.
        b. ACT Technician will remove all hard drives from each of the systems.
        c. Work with the Hidalgo County IT Department in the destruction of the removed hard drives.
        d. Work with the Edinburg Law Office for the disposal of the remaining computer shells.
    3. Once all new systems have been installed and successfully login, review all items with the HCTO Tax Assessor and Hidalgo County IT Representative for final overview of installation.

Provide documentation and copy of any licensing agreements to all party's involved with this installation; HCTO Tax Assessor, Hidalgo County IT Representative, Edinburg LGBS Office and ACT Chief Executive Officer.

AI-50150 **Purchasing Department** **22. H. 1.**

CC - REGULAR

Meeting Date: 06/23/2015

Submitted For: Yolanda Velasquez, PURCHASING DEPT.

Submitted By: Yolanda Velasquez, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

Presentation of "sealed quotes" received for the purpose of award and approval of contract document to the responsible vendor submitting the lowest and best quote [while meeting all specifications and/or requirements as attached hereto] for: Hidalgo County - "Healthcare Reform Employee Tracking Consultant" for RFSQ No. 2015-174-05-22-YZV.

BACKGROUND

1. Six [6] quote packets requested and distributed;
2. Three [3] received timely;
3. Only two [2] could be considered for award.
4. Recommended vendor Eligiblity Tracking Calculators, LLC

Fiscal Impact

FISCAL YEAR: 2015 **ACCT. #:** 5-2201-415-00-115-009-0-310

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

BUDGETARY IMPACT:

Funding pending approval of :
AI# 50153 for Budget Transfer Consent:06/23/15

Attachments

C-15-174-06-23
Legals Approval
Acceptance-Participation Sheets
ins

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	06/17/2015 04:14 PM
Budget & Management	Veronica Ortiz	06/17/2015 04:53 PM
Manuel Chapa	Manuel Chapa	06/19/2015 04:21 PM
Auditor's Office	Monica Badillo	06/19/2015 05:54 PM
Form Started By: Yolanda Velasquez		Started On: 06/17/2015 01:08 PM
Final Approval Date: 06/19/2015		

THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

CONTRACT FOR SERVICES
C-15-174-06-23

THIS CONTRACT is made and entered into this **23rd** day of **June**, **2015** by and between **HIDALGO COUNTY, TEXAS,** and **ELIGIBILITY TRACKING CALCULATORS, LLC** a Texas Company (hereinafter" Consultant") to serve at the pleasure of the Hidalgo County.

WHEREAS, Consultant responded to notices of Request for Sealed Quotes (RFSQ) for "Healthcare Reform Employee Tracking Consultant" (the "Services"); and

WHEREAS, Consultant(s) submitted a bid to provide the services in accordance with Exhibit "A" Request for Sealed Quotes (RFSQ) Procurement packet attached hereto respectively, and incorporated herein for all purposes of (the "RFSQ"); and;

WHEREAS, in recognition of and in consideration of Consultant's agreement to perform the Services in accordance with Specifications within Exhibit "A" Request for Sealed Quotes (RFSQ) Procurement Packet, attached hereto and incorporated herein the Commissioners Court of County awarded the bid to Company.

NOW, THEREFORE, for the mutual consideration expressed hereinafter, County and Consultant(s) agree as follows:

1. Consultant agrees to provide the County the consulting services required by Hidalgo County in connection with **"Healthcare Reform Employee Tracking Consultant"**

Consultant shall perform interpretation, guidance identification/tracking service to assist, County in its required reporting to the Internal Revenue Service and provisions of information to applicable persons in accordance with e Forms 1094-C/1095-C pursuant to healthcare reform laws under the Affordable Care Act.

2. Consultant hereby promises and agrees to render and provide, during the term of this Contract, and shall be obligated to render and provide the services in accordance with the Specifications within **Hidalgo County** following a request for Services by **County** or its designated agent. Consultant agrees in performing the Services that it will use proper professional standards, comply with any and all appropriate laws and regulations in providing the Services, and devote such time as is necessary to safely and efficiently provide the Services. Further Hidalgo County reserves the right to request these services from other sources other than the successful vendor and shall not be in violation of any terms or conditions of said contract.

3. This Contract shall be for a period of **one (1) year**, commencing on **June 30, 2015**, and expiring on **June 29, 2016,** but in no event to exceed the $50,000.00 statutory bid limit per calendar year, with the County's sole option to renew/extend for two (2) additional one (1) year term, under the same rates, terms and conditions. County also reserves the right to continue this Request for Sealed Quotes (RFSQ) for an additional sixty (60) day Grace Period, under the same rates terms and conditions.

4. As a condition of this Contract, Consultant shall hold and maintain throughout the term of this Contract all licenses and permits required, or which may be required by any authority during the term hereof to provide the Services.

5. All vehicles operated by the Consultant to perform the Services shall contain all equipment required by any authority to operate on streets and roads and all persons in the employment of Company who operate such vehicles shall have the required licenses, qualifications, skill and expertise to perform such Services and shall comply with all laws, rules and regulations prescribed by any agency or authority having jurisdiction with regard to the operation of such vehicles in providing the Services.

6. As consideration for rendering the Service provided for in this Contract, the County agrees to pay Company the amounts specified in Exhibit "B" attached hereto and incorporated herein payable against written invoice submitted by Company.

7. Company shall provide insurance in force on all its vehicles and all persons connected with providing services under this Contract naming County as an additional insured (with the coverages and in the amounts described on Exhibit "C" attached hereto and incorporated herein at this point for all purposes), and shall furnish to County certificates of such insurance coverage.

8. Company shall provide a sufficient number of trucks, vehicles, personnel and equipment available to safely and efficiently provide the Services.

9. Company shall indemnify and hold harmless County, its elected officials, employees and agents from any and all claims, damages, losses, and expenses including attorney's fees for the defense of any action against County arising out of, resulting from, or connected with the provision of the Service by Company under this Contract. Said indemnity shall cover any act or failure to act by the Company, its agents or employees.

10. This Contract shall not be assignable in whole or in part by either party without prior written consent of the other party.

11. It is expressly agreed that this Contract and the performance by the parties hereunder does not create any agency relationship or master-servant relationship that County has no supervision of the performance of the Services provided by Company, and that Company is an independent contractor under this Contract.

12. Any notice required or permitted to be given hereunder shall be in writing and shall be delivered personally or sent by certified mail, postage prepaid, as set forth below:

to County: The County of Hidalgo

Attn: County Judge
302 West University Drive
Edinburg, Texas 78539

If to Company

Eligibility Tracking Calculators, LLC
Attn. Alicia J. Haff, Partner
55 Vienna
San Antonio, Texas 78258

13. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

14. This Agreement may be terminated by County without cause upon thirty (30) days written notice.

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

16. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas and shall be performable in Hidalgo County.

17. **Commitment of Current Revenues Only**. In the event that, during any term hereof, the Commissioners Court does not appropriate sufficient funds to meet the obligations of County under this Agreement, County may terminate this Agreement upon ninety (90) days written notice to Company. County agrees, however, to use reasonable efforts to secure funds necessary for the continued performance of this Agreement. The parties intend this provision to be a continuing right to terminate this Agreement at the

expiration of each budget period of County pursuant to the provisions of Tex. Loc. Govt. Code Ann. ' 271.903 (Vernon Supp. 1996).

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

19. Immunities. Nothing in this Agreement is intended to and County does not hereby waive, release or relinquish any right to assert any of the defenses County enjoys by virtue of the state or federal constitution, laws, rules or regulations, and any sovereign, official or qualified immunity available to County as to any claim or action of any person, entity, or individual against County.

WITNESS our hands in duplicate originals this ____ day of _____**, 2015.**

APPROVED BY COMMISSIONER'S COURT:._____

APPROVED AS TO FORM:
Atlas, Hall & Rodriguez, L.L.P.

By: _____
Stephen L. Crain, Attorney

COUNTY OF HIDALGO

By:_____
Ramon Garcia, County Judge

ATTEST:

_____
Arturo Guajardo, Jr., County Clerk

COMPANY:
Eligibility Tracking Calculators, LLC

By:_____

Printed Name: Alicia J. Haff

Title:_____Partner_____

EXHIBIT “A”

REQUEST FOR SEALED QUOTES (RFSQ) PROCUREMENT PACKET

Hidalgo County Purchasing Department
2812 S. Business Highway 281
New Administration Building
Edinburg, Texas 78539
(956) 318-2626/ Fax: (956) 318-2629

May 12, 2015

_____

_____

_____

_____

Re: **HIDALGO COUNTY**
REQUEST FOR SEALED QUOTES
"Healthcare Reform Employee Tracking Consultant"

RFSQ: 2015-174-05-22-YZV

Dear Participants:

Enclosed please find a Request for Sealed Quotes (RFSQ) packet for your review and consideration.

Hidalgo County Purchasing Department welcomes and appreciates your participation in the RFSQ process.

If any further assistance is required, please do not hesitate to call the Purchasing Department 956/318-2626.

Sincerely,

Yolanda Velasquez, Buyer III
Hidalgo County Purchasing Department

Enclosures

PURCHASING DEPARTMENT
County Of Hidalgo

REQUEST FOR SEALED QUOTE (RFSQ) CHECKLIST

HIDALGO COUNTY
RFSQ NO: 2015-174-05-22-YZV

1. Request for Bid Letter.
2. Request for Bid, Legal Notice, consisting of 7 pages.
3. Specifications (Exhibit "A"), consisting of 3 pages.
4. Bid Page (Exhibit "B"), consisting of 2 pages.
5. Exhibit "C" Insurance Requirements & Insurance Requirements Acknowledgment Sheet, consisting of 4 pages.
6. Exhibit "D" Conflict of Interest Questionnaire (CIQ) consisting of 1 page.
7. Bidder/Vendor Letter, HUB Certification and W-9, consisting of 6 pages.
8. Certificate regarding Debarment, consisting of 1 page.
9. Draft Contract, consisting 6 pages.

The above mentioned items shall be found in the Request for Bid (RFSQ) packet that is attached herewith. Should you find that any of the items are not attached in its entirety please contact Purchasing by calling (956) 318-2626, advise of missing documentation, and Purchasing will forward information either through facsimile or by U.S. Mail.

Thank you.

Yolanda Z. Velasquez, Buyer III
Hidalgo County Purchasing Department

05/22/2015
Date

2812 S. Business Highway 281 ★ Edinburg, Texas 78539 ★ (956) 318-2626 ★ Fax (956) 318-2629

LEGAL NOTICE **RFSQ No: 2015-174-05-22-YZV**

1. Sealed quotes will be received for **"HIDALGO COUNTY-HEALTHCARE REFORM EMPLOYEE TRACKING CONSULTANT"** in accordance with the specifications attached as Exhibit "A" hereto. Bids should address all specifications set forth. Bidders may suggest substitutions of features which they feel would be in the best interest of Hidalgo County ("County"). Strong rationale must be presented for any deviation from the specifications. Hidalgo County reserves the right to reject the deviation and its effect on the overall bid.

2. All sealed bids are required with the bidders name and return address clearly typed/printed on upper left hand corner and the proper notation clearly typed/printed on the lower left hand corner of the envelope and/or package: **"RFSQ NO. 2015-174-05-22-YZV - HIDALGO COUNTY –HEALTHCARE REFROM EMPLOYEE TRACKING CONSULTANT"** and in County's Purchasing Department, **physical address:** 2802 S. Business Hwy. 281; **mailing address:** 2812 S. Hwy. Business, Administration Building, Edinburg, Texas 78539, **on or before 2:00 p.m., FRIDAY, MAY 22, 2015 . NO FACSIMILES OR LATE ARRIVALS WILL BE ACCEPTED. ANY BID RECEIVED AFTER THAT TIME WILL NOT BE OPENED AND WILL BE RETURNED. OVERNIGHT MAIL MUST ALSO BE PROPERLY LABELED ON THE OUTSIDE OF EXPRESS ENVELOPE OR PACKAGE IN REFERENCE TO BID.** Hidalgo County reserves the right to refuse and reject any/all bids and to waive any/all formalities or technicalities, or to accept the bid considered the best and most advantageous to Hidalgo County

3. Hidalgo County reserves the right to: A. separate and accept, or eliminate any item(s) listed under this bid that it deems necessary to accommodate budgetary and/or operational requirements; B. reject any or all bids submitted and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best bid for approval; and C. award the bid to one bidder or to multiple bidders if the County determines it is in its best interest to do so."

4. The Bidder shall not substitute items named in the bid without the express written consent of Hidalgo County. Failure of the delivered item(s) to perform as specified, or failure to meet the stated delivery schedule shall release Hidalgo County from all obligations to the contracting party with regard to the item(s) in question. In such event, County may elect to award the contract to the next-lowest responsible bidder, or to reject all bids and re-advertise.

5. **For work to be performed at a County owned or operated location, each bidder shall, in its sole discretion, visit the job site before preparing the bid and thoroughly familiarize himself/herself with existing conditions. Bidder should take field dimensions and note all circumstances which affect the dollar amount of the bid.**
6. Descriptive specifications are referenced in this document to indicate the general kind and quality of equipment desired by Hidalgo County. Due to various styles and models

of equipment, bidders are required to include illustrations, specifications, explanation of warranties, and service data with their bid including catalogue numbers and any necessary references.

7. No bid may be withdrawn within thirty (30) days from the scheduled time to open bids.

8. Proposed prices are to remain firm for a minimum of ninety (90) days after bid opening.

9. Any interpretations, amendments, corrections or changes to this bid document must be in a written addendum and signed by the County Judge or his designee. Addenda will be mailed to all who are known to have received a copy of the Request for Bids. Bidders shall acknowledge receipt of all addenda as a part of their bid.

10. County reserves the right to accept or reject any or all bids.

11. Costs are to be net F.O.B., County Prepaid.

12. County is exempt from Federal Excise Tax, State Tax and Local Tax. Do Not include tax in cost figure. If it is determined that tax was included in the cost figures it will not be included in the tabulation of any awards. Tax exemption certificates will be furnished upon request.

13. Funds for this procurement have been provided through the County budget for this fiscal year only. County, on an annual basis, has the right to reconsider a contract during the budget process for ensuing years if financial resources of County are insufficient to meet the liabilities of said contract. The award of a bid or contract hereunder will not be construed to create a debt of the County which is payable out of funds beyond the current fiscal year.

14. Upon award and prior to execution of a contract, Sole Proprietorships are required to submit a copy of their social security card to the Hidalgo County Auditor's Office in order to establish an account with the County. All awarded vendors must submit a completed W-9 and a copy of their Federal ID Number Certificate.

15. DELIVERY INSTRUCTIONS:

- No deliveries accepted after 3:00 P.M., Monday-Friday.

- At least seventy two (72) hours prior notice of delivery must be given to Martha L. Salazar, Purchasing Agent before delivery will be accepted.
- If you need additional information call the office listed below:

Hidalgo County Purchasing Department
Martha L. Salazar, Purchasing Agent
(956) 318-2626

16. BILLING AND PAYMENT INSTRUCTIONS:

. Invoices must include:
   a) Name and address of successful bidder
   b) Name and address of receiving department or official
   c) Purchase Order Number (if any)
   d) Notation - **"HIDALGO COUNTY HIDTA TASK FORCE JANITORIAL SERVICES"** Descriptive information as to the items or services delivered, including product code, item number, quantity, etc.

. Discount payments will be considered when offered.

. Contact person for Billing and Payment questions:

Hidalgo County Auditor's Office
Ray Eufracio, CPA, County Auditor
2808 S. Business Highway 281
Edinburg, Texas 78539
(956) 318-2511

17. Schedule of Events

Quote Opening, 10:00 AM	**May 22, 2015**
Award of Contract	_____, 2015
Commence Work or Deliver Products	_____, 2015

18. Bid or Performance Bond; Payment Under Contract (if applicable for public works projects):

. If the contract proposed is for the construction of public works or is for a contract exceeding $100,000, all bidders shall furnish a good and sufficient bid bond in the amount of five percent of the total contract price. A bid bond must be executed with a surety company authorized to do business in Texas.

. Together with the signing of a contract or issuance of a purchase order following the acceptance of a bid, and prior to commencement of the actual work, the bidder shall furnish a performance bond to the County for the full amount of the contract, if that contract exceeds $50,000.

. If the contract is for $50,000 or less, no money will be paid to the contractor until completion and acceptance of the work or the fulfillment of the purchase obligation to the County, and, if applicable, the receipt by County of satisfactory evidence that all subcontractors and material men have been paid.

. If a contract is for the construction, alteration or repair of public buildings or public works, the contractor *shall* provide a payment bond for a contract in excess of Twenty Five Thousand Dollars ($25,000.00), as required by Tex. Govt.

Code Ch. 2253.

. For requirements contracts, bond requirements are determined by applying the proposed unit price to the estimated quantities included in the specifications.

19. Ethical Standards:

. It shall be a breach of ethics to offer, give or agree to give any elected official, department head or employee, or former elected official, department head or employee, of the County, or for any elected official, department head or employee or former elected official, department head or employee of the County, to solicit, demand, accept or agree to accept from another person, entity or organization, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation or any part of a program requirement or purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefor pending before any department or agency of the County.

. It shall be a breach of ethics for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor for any contract for the County, or any person associated therewith, as an inducement for the award of a subcontract or order.

. No public official shall have an interest in a contract awarded hereunder except in accordance with Tex. Loc. Govt. Code Chapter 171.

20. If, during the life of any contract or bid awarded, the successful bidder's net prices generally available to other customers for items awarded herein are reduced below the contracted price, it is understood and agreed that the benefits of such reduction shall be extended to County.

21. Bids, and all goods and services provided thereunder, shall comply with all federal, state and local laws concerning this type(s) of goods and/or services.

22. Minimum Standards For Responsible Prospective Bidders: A prospective bidder must affirmatively demonstrate bidder's responsibility. A prospective bidder, by submitting a bid, represents to County that it meets the following requirements:

. Possess and submit a Certificate of Account Status indicating bidder is in “Good

Standing" with the Texas Comptroller of Public Accounts if such bidder is incorporated in the State of Texas. To secure a certificate of "Good Standing", you may access the following website: www.window.state.tx.us/taxinfo/coasintr.html . If the bidder is not incorporated in Texas, the bidder must submit the appropriate evidence of filing with the Texas Secretary of State stating that the business is authorized to transact business in Texas.

- Possess or is able to obtain adequate financial resources as required to perform under the bid;
- Be able to comply with the required or proposed delivery schedule;
- Have a satisfactory record of performance;
- Have a satisfactory record of integrity and ethics;
- Be otherwise qualified and eligible to receive an award.

23. Successful bidder will pay or cause to be paid, without cost or expenses to County, all FICA, FUTA/SUTA and Federal Income Withholding Taxes of all employees, and all wages and benefits as required by Federal or State law. Successful bidder's officers, agents and/or employees will not be entitled to any benefits of an employee or elected official of County, including, but not limited to, benefits associated with County's civil service system.

24. Any contract award to a successful bidder will be in effect until (a) the contract expires, (b) delivery and acceptance of products, and/or performance of services ordered, or (c) terminated by County with thirty day's written notice prior to cancellation.

25. County reserves the right to enforce performance of any contract awarded hereunder in any manner prescribed by law or deemed to be in the best interest of the County in the event of breach or default by successful bidder; County reserves the right to terminate any contract immediately in the event a successful bidder fails to:

A. Meet schedules;
B. Pay any required fees or taxes; or
C. Otherwise perform in accordance with the specifications.

26. Successful bidder shall defend, indemnify and save harmless County and all its elected officials, officers, agents and employees from all suits, actions, or other claims of any character, name and description brought for or on account of any injuries or damages received or sustained by any person, persons, or property on account of any negligent act or fault of the successful bidder, or of any agent, employee, subcontractor or supplier of successful bidder in the execution of, or performance under, any contract which may result from bid award or which arises from any event or casualty happening on or within County premises themselves or happening upon or in any halls, elevators, entrances,

stairways or approaches of or to such County facilities. Successful bidder shall pay any judgement with costs which may be obtained against County growing out of such injury or damages, and shall, upon request, provide a defense to County by counsel reasonably acceptable to County. Successful bidder's indemnity hereunder shall include, but is not limited to, claims relating to patent, copyright or trademark infringement, and the like, arising out of the goods and services provided by successful bidder.

27. Successful bidder shall warrant that all items/services shall conform with the specifications and/or all warranties provided under the Uniform Commercial Code and be free from all defects in material, workmanship and the like. Items supplied under a contract pursuant to this Request for Bids shall be subject to County's approval. Items found to be defective or not meeting specifications shall be replaced by successful bidder within two business days at no expense to County. Items not picked up within one (1) week after notification shall be deemed a donation to County and may be used or disposed of at County's discretion and without waiver of any other rights of County as to the item's nonconformity.

28. This document and any disputes arising hereunder shall be governed and construed according to the laws of the State of Texas, and will be performable exclusively in Hidalgo County, Texas.

29. The successful bidder shall not assign, sell, transfer or convey its rights under any awarded contract, in whole or in part, without the prior written consent of County.

Bid
for
HIDALGO COUNTY
"Healthcare Reform Employees Tracking Cconsultant"

To: Martha L. Salazar, CPPB,Purchasing Agent
Hidalgo County Purchasing Department
100 E. Cano, 4th Floor - Administration Building
Edinburg, Texas 78539

In accordance with the Specifications, and subject to all laws and regulations of the United States and state and local laws, the undersigned bidder proposes and commits to furnish all labor, equipment, material, software and services as set forth in the documents hereinbefore mentioned. The undersigned bidder further agrees, upon acceptance of its bid, to execute a contract and/or Purchase Order issued by Hidalgo County for performing and completing the work described in the Specifications within the time stated and for the prices proposed in the documents attached hereto and made a part hereof.

Bidder acknowledges receipt of all of the pages of the documents referenced in the Invitation to Bid Checklist presented in connection with this procurement. Bidder understands that Hidalgo County reserves the right to reject any or all bids and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best bid.

Bidder agrees that this bid shall be good and may not be withdrawn for a period of ninety (90) calendar days after the scheduled closing time for receiving bids, as contained in the Specifications.

Respectfully submitted,

Bidder: _____

Address: _____

By: _____

Printed Name: _____

Title: _____

HIDALGO COUNTY

Request for Sealed Quotes for::
"Healthcare Reform Employee Tracking Consultant"

RFSQ: 2015-174-05-22-YZV

NIGP-918-69-Insurance Consultant (Internal use only)

Hidalgo County (hereinafter called "Hidalgo County") is seeking sealed quotes from interested firms and individuals, (hereinafter called "Participant") to provide **Healthcare Reform Employee Tracking Consulting Services.** The Consultant shall identify and track employee that are eligible for healthcare benefits in accordance with the Healthcare Reform Act by obtaining and processing the necessary payroll reports.

Sealed Quotes:
Hidalgo County will be requesting sealed quotes by no later than **2:00 p.m**. Friday, **May 22, 2015** hand delivered to the Hidalgo County Purchasing Office located at 2802 S. Business Highway 281 or via mail: Hidalgo County New Administration Building Attn. Purchasing Department, 2812 S. Business Hwy 281, Edinburg, Texas 78539.

Participants are invited to submit demonstrated competence, qualifications and experience of their firm for providing these services.

The information contained within this document is intended to provide interested firms with the requirements that will be used to make the selection.

Project Description:

a) Employee tracking software designed to utilize payroll data to provide eligibility for healthcare benefits in accordance to the healthcare Reform Act.

Hidalgo County employs approximately 3800 employees;

Hidalgo County	2800
Head Start Program	760
Appraisal District	94
Drainage District No 1	120
Community Service Agency	37
	3811

***NOTE* Entities may opt not to participate with County thus decreasing the amount of employees.**

IN ADDITION: Hidalgo County currently makes insurance available to approximately three (3) COBRA participants and thirty-four (34) retirees.

b) Interpretation of eligibility data and strategies on best use of Affordable Care Act (ACA) rules and regulations.

c) Affordable Care Act (ACA) requires reporting services

d) Use Client's direct input of objective payroll data (defined as payroll information used to run employees paychecks) provided by Hidalgo County to identify, based on the objective payroll data, which employees, if any are interpreted to be eligible for healthcare benefits in accordance with the Healthcare Reform a/k/a-Affordable Care Act as well as to provide consultation, interpretation and guidance of the objective data; and

e) Perform interpretation, guidance identification/tracking services and assist Hidalgo County in ensuring it offers all eligible employees health insurance coverage in compliance with healthcare reform laws under the Affordable Care Act;

f) Awarded Vendor will be required to provide Hidalgo County consultation, interpretation and guidance regarding which employees of Hidalgo County are eligible for health insurance benefits and when they will be eligible, based on Hidalgo County's employee designated category, in order to allow the Hidalgo County sufficient time to offer and enroll eligible employees in health insurance benefits and avoid potential fines and penalties. Awarded Vendor will be required to provide Hidalgo County consultation, interpretation and guidance in order to prepare data to be filed in accordance with 26 US Code §6056 and shall prepare the Form 1094/1095c filings on behalf of Hidalgo County as well as the related "employee statements" for no additional cost.

g) Awarded Vendor shall be responsible for its own tax obligations and understands that in accordance with this independent Awarded Vendor's Relationship with Hidalgo County, neither party is an employee of the other and that Hidalgo County assumes no responsibility or obligations in withholding any amounts to be paid to Contractor for work performed.

h) **FEE:** Fees will be provided by participant and accepted by Hidalgo County as stated in Exhibit "B" Bid Page.

i) Additional costs will be that of printing/postage depending on the method of delivery chosen by Hidalgo County. Awarded Vendor's consultation, interpretation and guidance shall be based on Hidalgo County submission of objective and accurate payroll data.

TERMS AND CONDITIONS:

1. All services will be done on an "**As Needed Basis".**

2. **CONTRACT TERM:** The contract term shall be for a period of one (1) year, with Hidalgo County's option to renew the an additional two (2) one (1) year terms, and contract may be extended at the sole discretion of the County for an additional sixty (60) day grace period at the end of the contract term for unforeseen delay in award of new bid for next contract under same rates, terms and conditions.

3. Hidalgo County reserves the right to reject any/all quotes, to waive any/all formalities or technicalities, or to accept the quote considered the best and most advantageous to the County.

4. Any quote awarded to a successful awarded vendor(s) will be in effect until (a) the sealed quote expires (b) delivery and acceptance of products and/or performance of service ordered, or (c) terminated by County with thirty (30) days written notice prior to cancellation.

5. The successful awarded vendor will submit and maintain General Liability, Auto Liability and Workers Compensation insurance and its limits through out the contract term, as described and listed in: Exhibit "C" Insurance Requirements.

6. All costs and expenses associated with the preparation and submission of (bids, proposals and/or quotes) shall be the responsibility of the bidder and no reimbursements for such charges or expenses shall be passed onto Hidalgo County.

RFSQ-SUBMITTAL FORMAT:

a) Quote should provide a straightforward, concise description of the Participant's capabilities to satisfy the requirements of the RFSQ. Emphasis should be on completeness, clarity of content, and conveyance of the information requested by the HIDALGO COUNTY.

i) Cover letter addressed to HIDALGO COUNTY that states the Participants understanding of the services to be provided. Include any additional information believed necessary that is not requested elsewhere in the RFSQ.

ii) A description of the methodology to be used to complete the project to include, but not be limited to, how recommendations will be formulated and commitment of adequate appropriate resources to the project.

iii) Participant's specific expertise in areas pertinent to the project to include a listing and brief description of similar projects completed (with the dates of completion) or in progress and a list of references by name, address, and telephone number for each project listed. This list of projects in progress shall include the phase of work that each project is currently in (i.e. design, bid, construction), and the estimated completion date.

iv) List of principal(s) of the Participant's and amount of time that the principal(s) will be involved in the project.

v) The organization structure of the employees who will be assigned to this project along with resumes of those individuals. If a joint venture is expected then provide the organizations structure of the sub-contractor and resumes of those persons who will be involved in the project.

ADDITIONAL INFORMATION:

Information regarding this project can be addressed in writing, to the Hidalgo County Purchasing Department. Hidalgo County is also requesting that any and all questions, inquiries and clarifications regarding quotes be addressed to Martha L. Salazar, CPPB, Purchasing Agent**, ATTN: Yolanda Velasquez, 2802 SOUTH BUSINESS HWY 281, EDINBURG, TEXAS 78539. TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.**

ALL WRITTEN INQUIRIES WILL BE ACCEPTED VIA FACSIMILE AT (956) 318-2629 or VIA-EMAIL: yolanda.velasquez@co.hidalgo.tx.us NO LATER THAN, Monday, May 18, 2015 AT 5:00 P.M.,. RESPONSES TO SAID INQUIRIES WILL BE SENT TO ALL APPLICANTS VIA FACSIMILE OR EMAIL BY NO LATER THAN 5:00 P.M. Wednesday, May 20, 2015.

EXHIBIT "B"
RFSQ 2015-174-05-22-YZV
"Healthcare Reform Employee Tracking Consultant"
BID PAGE

1. Look-back Analysis/Set-up Implementation:
County desires to have Contractor perform a Look-back analysis to determine eligibility of part-time/variable hour employees. Contractor also needs to load payroll data commencing January 2015 forward.

2014 Look-back analysis: $ _____

2015 Set-up Fees: $ _____

2. Eligibility Tracking – Consulting Fee:

- Identify persons eligible for employee benefits and when
- Track and Report hours worked for 1095 year end reporting
- Retiree and COBRA 1095 year end reporting
- Assist with determining Affordability
- Notify client when Full-Time Employees need to be enrolled
- Track Full-Time Employees who declined coverage
- Consult on Measurement/Stability Periods chosen by employer
- ERISA language for using MP/SP
- ERISA wrap for client company
- Business Associate Agreement Created
- Cursory review of clients company handbook to make sure ACA language is accurate
- 6055 Extra reporting-Section III on 1095-Additional fee of $ _____ applies for each combined statement-Enrollment Health Information Submitted from COMPANY or TPA

Monthly Consulting Fee$_____

Or

Total combined fee (including look-back analysis & 2015 setup/implementation fee and eligibility tracking – consulting fees)

$_____

THIS PAGE MUST BE SUBMITTED WITH BID)

ACKNOWLEDGMENT BID FORM

BIDDER /COMPANY'S NAME: _____

ADDRESS: _____

CITY/STATE/ZIP CODE: _____

TELEPHONE NUMBER: _____

CELLULAR NUMBER: _____

FAX NUMBER: _____

AUTHORIZED SIGNATURE: _____

EMAIL ADDRESS: _____

PRINTED NAME: _____

TITLE: _____

DATE: _____

THIS PAGE MUST BE SUBMITTED WITH BID)

EXHIBIT "C"

Insurance Requirements
Applicable to the Acquisition of Goods and /or Services
(other than Professional Services)

The Bidder awarded the contract shall furnish proof of insurance, which will also include any subcontractor that is subcontracted by the bidder in at least the following limits, to be in place prior to providing any services under this Contract and to continue at all times in force in effect during the term of this Contract:

1. A Five Hundred Thousand Dollar ($500,000.00) Comprehensive General Liability insurance policy providing additional coverage to all underlying liabilities of County.

2. Automobile liability insurance policy with limits of at least Three Hundred Thousand Dollars ($300,000.00) per person and Five Hundred Thousand Dollars ($500,000.00) per occurrence. Coverage should include injury to or death of persons and property damage claims with limits up to Five Hundred Thousand ($500,000.00) arising out of the services provided to County hereunder.

3. Uninsured/Underinsured motorist coverage in an amount equal to the bodily injury limits set forth immediately above;

4. Workers compensation insurance in amounts established by Texas law, unless the Bidder is specifically exempted from the Texas Workers Compensation Act, Texas Labor Code Chapter 401, et. seq.

Hidalgo County will only accept certificates of insurance on an Acord form (as attached hereto). Certificates of insurance shall name Hidalgo County as additional insured and must be submitted to County for approval prior to any services being performed by Contractor. Each policy of insurance required hereunder shall extend for a period equivalent to, or longer than the term of the Contract, and any insurer hereunder shall be required to give at least thirty (30) days written notice to the County prior to the cancellation of any such coverage on the termination date, or otherwise. This Contract shall be automatically suspended upon the cancellation, or other termination, of any required policy of insurance hereunder, and such suspension shall continue until evidence adequate replacement coverage is provided to County. If replacement coverage is not provided within thirty (30) days following suspension of the Contract, this Contract shall automatically terminate.

Revised 10/01/08

ACORD

CERTIFICATE OF INSURANCE

DATE (MM/DD/YY)

PRODUCER	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.
	INSURERS AFFORDING COVERAGE
INSURED	INSURER A:
	INSURER B:
	INSURER C:
	INSURER D:
	INSURER E:

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THER TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A	**GENERAL LIABILITY** ☐ COMMERCIAL GENERAL LIABILITY ☐ ☐ CLAIMS MADE OCCUR ☐ OWNER'S & CONT. PROT ☐ OWNER'S PROTECTIVE LIABILITY GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY PROJECT ☐ LOC				EACH OCCURRENCE FIRE DAMAGE (Any one fire) MED (Any one person) PER & ADV INJURY AL AGGREGATE ODUCTS – COMP/OP AGG	$ $ $ $ $ $
B	**AUTOMOBILE LIABILITY** ☐ ANY AUTO ☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ☐ NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ $ $ $
	GARAGE LIABILITY ☐ ANY AUTO				AUTO ONLY-EA ACCIDENT OTHER THAN AUTO ONLY EA ACC AGG	$ $ $
C	**EXCESS LIABILITY** ☐ OCCUR ☐ CLAIMS MADE ☐ DEDUCTIBLE ☐ RETENTION $				EACH OCCURENCE AGGREGATE	$ $
D	**WORKERS COMPENSATION AND EMPLOYER'S LIABILIT**				WC STATU-TORY LIMITS ☐ OTHER E.L. EACH ACCIDENT E.L. DISEASE-EA EMPLOYEE E.L. DISEASE-POLICY LIMIT	 $ $ $
	OTHER					

DESCRIPTION OF OPERATIONS / LOCATION / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

County of Hidalgo shall be named as additional insured on all Commercial General Liability policies.

CERTIFICATE HOLDER	ADDITIONAL INSURED; INSURER LETTER: _____ CANCELLATION
Hidalgo County **Attn: Purchasing Department** **2812 S Highway Bus. 281** **Edinburg, Texas 78539**	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BY CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL ***30*** DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE

SAMPLE

Insurance Requirement Acknowledgment

I, _____, authorized representative for _____,
Company/Vendor

hereby acknowledge receipt of the County's required insurance limits. Said requirements:

___ will be acquired within 10 working days after notification from Purchasing Department of bid awarded by the Hidalgo County Commissioners' Court;

___ will acquire additional amounts required to meet the County's requirements within 10 working days after notification from Purchasing Department of bid award by the Hidalgo County Commissioners' Court; currently carry the following:

Automobile Liability: $ _____ General Liability: $_____

___ have already been met, see attached copy of insurance certificate.

_____ _____
Authorized Representative Date

Notice to Bidder:
A certificate of insurance for the required insurance limits shall be provided to the Purchasing Department's Contract Managers in order to qualify for award of bid and to execute a contract between your Company and the County.

Failure to provide Certificates of Insurance to the Purchasing Department's Contract Managers will cause the bid award to be rescinded and re-awarded to next lowest bidder. Certificates of Insurance will be monitored and verified on a **quarterly basis** to ensure coverage policy is in place. It is the Companys' obligation to maintain the appropriate insurance coverage throughout the term of the contract.

THIS FORM MUST ACCOMPANY BID PACKET

PROJECT REQUIREMENTS ACKNOWLEDGMENT

This is to certify that I, _____, possess all of the APPLICABLE:

1. Licenses:_____.
2. Bonds: _____.
3. Certificates: _____.
4. Permits: _____.
5. Other:_____.

necessary to carry out the required project. Furthermore, I am providing copies of the required documentation so that, if my company is awarded this bid, I may be eligible to enter into a contract with Hidalgo County and proceed to complete the project in a timely manner.

* Any licenses, bonds, certificates, permits, etc. which are required must be presented as part of the bid packet in order to expedite the bid evaluation process. Failure to provide said documentation will result in the disqualification of your bid.

_____ _____

Authorized Signature Date

_____

Company

_____

Address

_____

City, State, Zip

EXHIBIT "D"

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor or other person doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. *See* Section 176.006, Local Government Code.

A person commits an offense if the person knowingly violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

OFFICE USE ONLY
Date Received

1 **Name of person who has a business relationship with local governmental entity.**

2 ☐ **Check this box if you are filing an update to a previously filed questionnaire.**

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

3 **Name of local government officer with whom filer has employment or business relationship.**

_____
Name of Officer

This section (item 3 including subparts A, B, C & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the filer of the questionnaire?

☐ Yes ☐ No

B. Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?

☐ Yes ☐ No

C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?

☐ Yes ☐ No

D. Describe each employment or business relationship with the local government officer named in this section.

4

_____ _____
Signature of person doing business with the governmental entity Date

Adopted 06/29/2007

HIDALGO COUNTY
PURCHASING DEPARTMENT
Bidder/Vendor Application

Complete in print or type. Please return this application to the Hidalgo County Purchasing Department thru Facsimile: (956) 318-2629 or (956) 292-7612 in person or regular mail to: 2812 S. Business Hwy. 281 , Edinburg, Texas 78539 or email: purchasing@co.hidalgo.tx.us

Company Name: **Telephone No. ( )**

dba Name:

Legal Name:

Mailing Address : **Fax No. ( )**

Physical Address:

City, State, Zip **Tax I.D. No.**

Remit to Address : **City, State, Zip**

E-Mail Address:

Representative(s) Name(s) & Title(s)

Type of Organization (check one): _____ **Individual** _____ **Partnership** _____ **Corporation** _____**Non-Profit** _____ **LLC** _____ **Sole Proprietor** _____ **Other, Specify**

State Identification No._____ **(Please attached completed W-9 form with this application)**

Federal Identification No. or (if individual) SS No.

State of Incorporation: _____ **Date:**_____ **Other:**

Type of Business (check one): _____ **Manufacturer** _____ **Wholesaler** _____ **Retailer** _____ **Broker** _____ **Distributor** _____ **Service Organization** _____ **Other, Specify**

Name & Title of Person(s) Authorized to Sign Bids, Proposals, and/or Contracts:

Small and/or Disadvantaged Business Information (check application criteria)

Small Business: _____ **Disadvantaged Business (At Least 51% Ownership)**

Less than 125,000 annual gross receipt	Black American	Native American
Less than 250,000 annual gross receipt	Hispanic American	Women
Less than 499,000 annual gross receipt	Asian Pacific American	Other
More than 500,000 annual gross receipt		

Have you been certified as a HUB or an MBE/WBE source?: Yes No

Indicate Certification No.(s):_____ **or are Certificate(s) attached?:** Yes No

What type of product(s) is/are solicited by your company?:

Would you like to be provided with specifications for procurements of such products?: Yes No

To Be Completed by the County: Rec'd by (Purchasing):_____ **Date Rec'd by (Purchasing):**

Date Forwarded Information to Auditor's Office:_____**Entry Date:** _____ **Vendor No.:**

HISTORICALLY UNDERUTILIZED BUSINESS (HUB) DECLARATION

The primary objective of the Hidalgo County HUB Program is to ensure Historically Underutilized Businesses receive a fair and equal opportunity for participation in the County's procurement process. This fact holds true for Services (Professional & Non-Professional), Commodities, and Construction contracts and any subcontracts thereto. The program strongly encourages Prime Contractors to provide subcontracting opportunities to Certified Hub Contractors/Vendors. Our goal for HUB contractor/vendor participation, as well as HUB subcontractor participation is 30%. To be considered as a "Certified HUB Contractor/Vendor" the contractor/vendor must have been certified by, and hold a current and valid certification with any of the three agencies listed below.

Have you been Certified as a HUB or an MBE/WBE source?: Yes No

If yes, by whom?: Texas Building & Procurement Commission Other_____

Indicate Certification No(s).:_____ or Are Certificate(s) Attached?: Yes No

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LIST OF CERTIFIED HUB SUBCONTRACTORS

(Attach additional pages if necessary)

What percentage of the Bid, RFP,or RFQ is to be subcontracted with Certified HUB sources?: _____%
(List HUB Subcontractor information below).

HUB Subcontractor Name: _____ HUB Status: _____
Certifying Agency (Check all applicable): Texas Building & Procurement Commission Other
Address: _____ City: _____ State: _____ Zip: _____
Contact Person: _____ Title: _____ Phone No.: ( )_____
Subcontract Amount: $_____ Description of Work to be Performed: _____
_____

HUB Subcontractor Name: _____ HUB Status: _____
Certifying Agency (Check all applicable): Texas Building & Procurement Commission Other
Address: _____ City: _____ State: _____ Zip: _____
Contact Person: _____ Title: _____ Phone No.: ( )_____
Subcontract Amount: $_____ Description of Work to be Performed: _____
_____

HUB Subcontractor Name: _____ HUB Status: _____
Certifying Agency (Check all applicable): Texas Building & Procurement Commission Other
Address: _____ City: _____ State: _____ Zip: _____
Contact Person: _____ Title: _____ Phone No.: ( )_____
Subcontract Amount: $_____ Description of Work to be Performed: _____
_____

Form **W-9**
(Rev. January 2011)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Give Form to the requester. Do not send to the IRS.

Print or type See **Specific Instructions** on page 2.

Name (as shown on your income tax return)

Business name/disregarded entity name, if different from above

Check appropriate box for federal tax classification (required): ☐ Individual/sole proprietor ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶

☐ Other (see instructions) ▶

☐ Exempt payee

Address (number, street, and apt. or suite no.)

Requester's name and address (optional)

City, state, and ZIP code

List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number

			–		–				

Employer identification number

		–							

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 4.

Sign Here **Signature of U.S. person** ▶ **Date** ▶

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),

2. Certify that you are not subject to backup withholding, or

3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,
- The U.S. grantor or other owner of a grantor trust and not the trust, and
- The U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person, do not use Form W-9. Instead, use the appropriate Form W-8 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.

2. The treaty article addressing the income.

3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.

4. The type and amount of income that qualifies for the exemption from tax.

5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity not subject to backup withholding, give the requester the appropriate completed Form W-8.

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS a percentage of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,

2. You do not certify your TIN when required (see the Part II instructions on page 3 for details),

3. The IRS tells the requester that you furnished an incorrect TIN,

4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or

5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See the instructions below and the separate Instructions for the Requester of Form W-9.

Also see *Special rules for partnerships* on page 1.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account, for example, if the grantor of a grantor trust dies.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of $50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a $500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Name

If you are an individual, you must generally enter the name shown on your income tax return. However, if you have changed your last name, for instance, due to marriage without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name.

If the account is in joint names, list first, and then circle, the name of the person or entity whose number you entered in Part I of the form.

Sole proprietor. Enter your individual name as shown on your income tax return on the "Name" line. You may enter your business, trade, or "doing business as (DBA)" name on the "Business name/disregarded entity name" line.

Partnership, C Corporation, or S Corporation. Enter the entity's name on the "Name" line and any business, trade, or "doing business as (DBA) name" on the "Business name/disregarded entity name" line.

Disregarded entity. Enter the owner's name on the "Name" line. The name of the entity entered on the "Name" line should never be a disregarded entity. The name on the "Name" line must be the name shown on the income tax return on which the income will be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a domestic owner, the domestic owner's name is required to be provided on the "Name" line. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on the "Business name/disregarded entity name" line. If the owner of the disregarded entity is a foreign person, you must complete an appropriate Form W-8.

Note. Check the appropriate box for the federal tax classification of the person whose name is entered on the "Name" line (Individual/sole proprietor, Partnership, C Corporation, S Corporation, Trust/estate).

Limited Liability Company (LLC). If the person identified on the "Name" line is an LLC, check the "Limited liability company" box only and enter the appropriate code for the tax classification in the space provided. If you are an LLC that is treated as a partnership for federal tax purposes, enter "P" for partnership. If you are an LLC that has filed a Form 8832 or a Form 2553 to be taxed as a corporation, enter "C" for C corporation or "S" for S corporation. If you are an LLC that is disregarded as an entity separate from its owner under Regulation section 301.7701-3 (except for employment and excise tax), do not check the LLC box unless the owner of the LLC (required to be identified on the "Name" line) is another LLC that is not disregarded for federal tax purposes. If the LLC is disregarded as an entity separate from its owner, enter the appropriate tax classification of the owner identified on the "Name" line.

Other entities. Enter your business name as shown on required federal tax documents on the "Name" line. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on the "Business name/ disregarded entity name" line.

Exempt Payee

If you are exempt from backup withholding, enter your name as described above and check the appropriate box for your status, then check the "Exempt payee" box in the line following the "Business name/ disregarded entity name," sign and date the form.

Generally, individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends.

Note. If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding.

The following payees are exempt from backup withholding:

1. An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2),

2. The United States or any of its agencies or instrumentalities,

3. A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities,

4. A foreign government or any of its political subdivisions, agencies, or instrumentalities, or

5. An international organization or any of its agencies or instrumentalities.

Other payees that may be exempt from backup withholding include:

6. A corporation,

7. A foreign central bank of issue,

8. A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States,

9. A futures commission merchant registered with the Commodity Futures Trading Commission,

10. A real estate investment trust,

11. An entity registered at all times during the tax year under the Investment Company Act of 1940,

12. A common trust fund operated by a bank under section 584(a),

13. A financial institution,

14. A middleman known in the investment community as a nominee or custodian, or

15. A trust exempt from tax under section 664 or described in section 4947.

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 15.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 9
Broker transactions	Exempt payees 1 through 5 and 7 through 13. Also, C corporations.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 5
Payments over $600 required to be reported and direct sales over $5,000 [1]	Generally, exempt payees 1 through 7 [2]

[1] See Form 1099-MISC, Miscellaneous Income, and its instructions.

[2] However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney, and payments for services paid by a federal executive agency.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-member LLC that is disregarded as an entity separate from its owner (see *Limited Liability Company (LLC)* on page 2), enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note. See the chart on page 4 for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local Social Security Administration office or get this form online at *www.ssa.gov*. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at *www.irs.gov/businesses* and clicking on Employer Identification Number (EIN) under Starting a Business. You can get Forms W-7 and SS-4 from the IRS by visiting IRS.gov or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note. Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: *A disregarded domestic entity that has a foreign owner must use the appropriate Form W-8.*

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if item 1, below, and items 4 and 5 on page 4 indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on the "Name" line must sign. Exempt payees, see *Exempt Payee* on page 3.

Signature requirements. Complete the certification as indicated in items 1 through 3, below, and items 4 and 5 on page 4.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account [1]
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor [2]
4. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee [1]
b. So-called trust account that is not a legal or valid trust under state law	The actual owner [1]
5. Sole proprietorship or disregarded entity owned by an individual	The owner [3]
6. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulation section 1.671-4(b)(2)(i)(A))	The grantor*
For this type of account:	**Give name and EIN of:**
7. Disregarded entity not owned by an individual	The owner
8. A valid trust, estate, or pension trust	Legal entity [4]
9. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
10. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
11. Partnership or multi-member LLC	The partnership
12. A broker or registered nominee	The broker or nominee
13. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
14. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulation section 1.671-4(b)(2)(i)(B))	The trust

[1] List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

[2] Circle the minor's name and furnish the minor's SSN.

[3] You must show your individual name and you may also enter your business or "DBA" name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

[4] List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships* on page 1.

***Note.** Grantor also must provide a Form W-9 to trustee of trust.

Note. If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records from Identity Theft

Identity theft occurs when someone uses your personal information such as your name, social security number (SSN), or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Publication 4535, Identity Theft Prevention and Victim Assistance.

Victims of identity theft who are experiencing economic harm or a system problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

Protect yourself from suspicious emails or phishing schemes. Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to *phishing@irs.gov.* You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at: *spam@uce.gov* or contact them at *www.ftc.gov/idtheft* or 1-877-IDTHEFT (1-877-438-4338).

Visit IRS.gov to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.

Certification
Regarding Debarment, Suspension and Ineligibility

As is required by the Federal Regulations Implementing Executive Order 12549, Debarment and Suspension, 45 CFR Part 76, Government-wide Debarment and Suspension, the applicant certifies, to the best of his or her knowledge and belief, that both it and its principals:

a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency;

b. Have not within a three-year period preceding this bid proposal and/or application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction, violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

c. Are not presently indicted for or otherwise criminally or civilly charged by a government entity with commission of any of the offenses enumerated herein; and

d. Have not within a three-year period preceding this bid proposal and/or application had one or more public transactions terminated for cause or default.

Signature:_____
Print Name:_____
Title:_____
Telephone Number:_____
Date:_____

If the bidder is unable to certify to all of the statements in this Certification, such bidder should attach an explanation to this proposal.

CONSULTATION, INTERPRETATION & GUIDANCE SERVICES AGREEMENT
C-15-147-00-00

THIS SERVICES AGREEMENT ("Agreement") is made and entered into this **00** day **MAY , 2015** by and between **HIDALGO COUNTY** (hereinafter "County") and _____ _____(hereinafter "**CONTRACTOR**") to serve at the pleasure of the County.

WHEREAS, **CONTRACTOR** is a Direct client HR Input System and Consultative Company designed to use Client's direct input of objective payroll data (defined as payroll information used to run employee paychecks) provided by **COUNTY** to identify, based on the objective payroll data, which employees, if any, are interpreted to be eligible for healthcare benefits in accordance with the Healthcare Reform aka Affordable Care Act as well as to provide consultation, interpretation and guidance of the objective data; and

WHEREAS **CONTRACTOR** desires to become a consultant of **HIDALGO COUNTY** so that **CONTRACTOR** can perform interpretation, guidance identification/tracking services and assist **COUNTY** in ensuring it offers all eligible employees health insurance coverage in compliance with healthcare reform laws under the Affordable Care Act;

NOW, THEREFORE, in consideration of the mutual agreements contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, **COUNTY** and **CONTRACTOR** agree as follows:

1. Relationship and Term

1.01 Term of this contractual relationship is_____, 2015 through _____ , 2015 to begin upon execution by both Parties. Hidalgo County has the option to renew the contract for two (2) additional one (1) year terms under same rates, terms and conditions. Either party may terminate this Agreement upon 60 days written notice. If **COUNTY** terminates this Agreement prior to the termination date, **CONTRACTOR** is relieved of providing all data necessary for the 1094/1095c reporting for any date after the termination of this Agreement. Otherwise, Agreement may be renewed by written agreement of both parties and material terms of Agreement may be changed.

1.02 It is expressly understood that **CONTRACTOR** and **COUNTY** are independent entities and neither is employed by the other. **COUNTY** in no way controls the manner, method or means of **CONTRACTOR'S** work and **CONTRACTOR** provides all the tools necessary for services to be rendered for **COUNTY. CONTRACTOR** has been retained by **COUNTY** for a specific term to perform services beyond **COUNTY'S** expertise. Both Parties are responsible for their own tax obligations and insurance obligations.

1.03 It is expressly understood that **CONTRACTOR**'s responsibilities are limited to advising **COUNTY** of eligibility for benefits and tracking hours worked as set forth in more detail herein. **COUNTY** is under **no obligation** to follow **CONTRACTOR**'s advice and should **COUNTY** decide not to offer benefits to eligible employees, **COUNTY** may do so but may be subject to regulatory fines or penalties. As well, with respect to **COUNTY'S** payments for health insurance, these issues are not controlled in any way under this Agreement but are governed in accordance with the **COUNTY'S** health insurance plan documents.

1.04 It is expressly understood that it is the **COUNTY'S** decision as to which employees are Full-Time, or Variable Hour (including part-time and seasonal) employees (herein referred to as "employee designated category"). **CONTRACTOR** shall provide data interpretation reports

DRAFT

regarding hours worked by employees when **CONTRACTOR** is provided the objective payroll data but **CONTRACTOR** assumes no liability for **COUNTY'S** determination and designation of full-time, part-time or variable hour status of employees and **CONTRACTOR** shall rely upon **COUNTY'S** employee designated category in making its determinations as to who is eligible for benefits when and reporting this information on behalf of the **COUNTY** as required by law.

1.05 It is expressly understood that, for the persons **COUNTY** designates as "Full-Time" or does not designate as "Variable Hour", **CONTRACTOR** is only responsible for tracking information necessary to prepare the 1094/1095c Forms for these persons for the **COUNTY**. **CONTRACTOR** is expressly **not liable** for timeliness of **COUNTY'S** offering of benefits and other ACA obligations as to Full-Time employees. **COUNTY** shall advise **CONTRACTOR** whether the default designation is "Full-Time" in which **COUNTYY** is responsible for advising **CONTRACTOR** of those persons it designates as "Variable Hour" or if **COUNTY'S** default designation is "Variable Hour" in which case it will advise **CONTRACTOR** of those persons **COUNTY** has designated as "Full-Time".

2 CONTRACTOR'S Responsibilities

2.01 **CONTRACTOR** shall provide **COUNTY** consultation, interpretation and guidance regarding which employees of **COUNTY** are eligible for health insurance benefits and when they will be eligible, based on **COUNTY'S** employee designated category, in order to allow the **COUNTY** sufficient time to offer and enroll eligible employees in health insurance benefits and avoid potential fines and penalties. **CONTRACTOR** shall also provide **COUNTY** consultation, interpretation and guidance in order to prepare data to be filed in accordance with *26 US Code §6056* and shall prepare the Form 1094/1095c filings on behalf of the **COUNTY** as well as the related "employee statements" for no additional cost. Note: Additional costs will be that of printing/postage depending on the method of delivery chosen by **COUNTY. CONTRACTOR's** consultation, interpretation and guidance shall be based on **COUNTY'S** submission of objective and accurate payroll data.

2.02 **Tax Obligations. CONTRACTOR** shall be responsible for its own tax obligations and understands that in accordance with this Independent **CONTRACTOR** Relationship with **COUNTY,** neither party is an employee of the other and that **COUNTY** assumes no responsibility or obligations in withholding any amounts to be paid to **CONTRACTOR** for work performed.

2.03 **Ownership of Proprietary and Confidential Material. CONTRACTOR** agrees and understands that **COUNTY'S** payroll data and other internal **COUNTY** information provided or made available to **CONTRACTOR** may be sensitive and confidential. Therefore, **CONTRACTOR** agrees to hold this information forever in confidence and only to share this information with **COUNTY** appointed representatives as instructed by **COUNTY.**

2.04 **CONTRACTOR** will invoice the **COUNTY** a pre-determined consulting fee on a monthly basis or lump sum. The fee for services is discussed in more detail in *Exhibit **B.***

2.05 For any negligence or gross negligence of **CONTRACTOR** as to the its consultation, interpretation of objective data and/or communication with **COUNTY** regarding eligibility for benefits which results in fines/penalties assessed against the **COUNTY (**as long as the information provided by **COUNTY** is accurate and is provided in a timely manner as defined in Section 3 below), **COUNTY** has the right by law to claim these damages against and recoup these damages from **CONTRACTOR**. However, **CONTRACTOR** shall be released from ALL LIABILITY if **COUNTY** chooses not to follow **CONTRACTOR'S** consultation or

fails to act on alerts/feedback provided by **CONTRACTOR** in a timely manner as set forth in the Regulations governing the Affordable Care Act**.** As well, **CONTRACTOR** is under no obligation and therefore has no liability with respect to **COUNTY'S** determination and offering of benefits (or lack thereof) to persons designated as "Full-Time" in accordance with section 1.05 herein.

2.06 **CONTRACTOR** shall begin tracking payroll for payroll periods on or after the effective date of this Agreement Section 1.01 and shall only be responsible for identifying persons eligible for benefits thereafter. As **COUNTY** has indicated that at least a portion of its workforce is considered Variable Hour, **COUNTY** shall provide **CONTRACTOR** with payroll for 12 months prior to the effective date of this Agreement and shall be charged an implementation fee for **CONTRACTOR's** loading of this payroll. However **CONTRACTOR** shall rely on **COUNTY'S** determination of eligibility, trending towards eligibility and culminated payroll hours for its employees prior to the effective date of this Agreement. Should **COUNTY** need **CONTRACTOR** to perform a LookBack analysis to identify those persons eligible on January 1, 2015 and moving forward, **CONTRACTOR** shall do so but has no liability for those persons not offered coverage in a timely manner prior to the month after **CONTRACTOR** provides first reports to **COUNTY** and additional charges will apply as set forth in *Exhibit **A.*** **CONTRACTOR** shall take 21 days from the date of signed implementation sheet and confirmed receipt of necessary payroll data from **COUNTY** to load data and begin providing **COUNTY** reports, unless the Parties have agreed to a shorter lead time to begin reporting which shall be listed in *Exhibit **A.***

2.07 **CONTRACTOR** shall provide consultation, interpretation and guidance alerts, reports and requests for additional information or advisories on need for **COUNTY** action in a timely manner and delivered by an agreed timing mechanism during implementation.

3. COUNTY'S Obligations

3.01 **Release of Information.** **COUNTY** agrees to provide **CONTRACTOR** with all accurate information, to the best of **COUNTY'S** knowledge and ability, relating to subject matter of the project as defined herein in a timely manner in order for **CONTRACTOR** to perform said Services. Specifically, in order to be considered a timely manner with respect to the release of payroll information, **COUNTY** will provide **CONTRACTOR** with accurate payroll data for all employees no later than **three (3) calendar days** after payroll is run by the **COUNTY.** If all of the objective payroll data cannot be provided or cannot be provided via Excel or CSV, additional charges may be applied but only after agreed to by **COUNTY.** **CONTRACTOR** shall rely on the information provided in making all determinations as to eligibility. Therefore, if **COUNTY** learns that any data submitted is inaccurate, **COUNTY** shall immediately advise **CONTRACTOR** and **CONTRACTOR** shall not be liable for any formulaic determinations based on inaccurate data.

If **CONTRACTOR** is to file the Authoritative Transmittal, **COUNTY** must give **CONTRACTOR** all control group information for all entities. Determination of control group is the sole responsibility of the **CONTRACTOR**. Data needed from all entities in order to provide year end reporting in addition to payroll and benefits elections throughout the year includes: 1) lowest cost employee only option 2) plan determination such as Minimum Value or MEC 3) all relevant information as to why a person wasn't offered coverage if applicable and 4) if self-insured, all enrolled participants names, SSN and/or date of birth. All final information must be submitted to **CONTRACTOR** no later than January 10, 2016 in order to complete the year end reporting requirements.

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3.02 **Responses Required:** **COUNTY** will provide necessary data as requested by **CONTRACTOR** in a timely manner and shall respond to alerts generated by **CONTRACTOR** in a timely manner. Timely manner is defined for these purposes as in compliance with ACA regulations meaning that **COUNTY** shall offer coverage to those persons **CONTRACTOR** identifies as eligible for coverage prior to the deadline as set forth in the ACA regulations (and identified for **COUNTY** by **CONTRACTOR)** and shall advise **CONTRACTOR** of the offer of coverage prior to the ACA deadline as identified by **CONTRACTOR** for **COUNTY.** **COUNTY** shall also advise **CONTRACTOR** of the eligible person's decisions with respect to acceptance or waiver of coverage within fourteen (14) days from offer of coverage. Timely manner with respect to all other requests for information from **CONTRACTOR** (including missing start dates, missing person responses, rehire dates, errors with respect to Social Security Numbers, and any other missing information identified by **CONTRACTOR** to **COUNTY**, shall be considered within 30 days of notice from **CONTRACTOR** unless **CONTRACTOR** advises **COUNTY** in writing and by phone call that such information is needed more quickly to ensure ACA compliance. **COUNTY'S** failure to respond in a timely manner, if this lack of timely response, results in fines/penalties relating to ACA compliance, relieves **CONTRACTOR** of all responsibilities and obligations with respect to any and all fines, penalties, and/or damages **COUNTY** incurs as a result. These timeline definitions hold in all cases unless otherwise specified in other sections such as year-end reporting deadline.

3.03 If any employees of **COUNTY** are out on "special leave" defined as FMLA, USERRA or Jury Duty, **COUNTY** is responsible for advising **CONTRACTOR** of this and **CONTRACTOR** is responsible for tracking those persons in accordance with ACA regulations and procedures as to eligibility for benefits. The Parties shall agree upon implementation on the manner in which **COUNTY** shall provide **CONTRACTOR** with this information.

3.04 **Should COUNTY choose not to** follow **CONTRACTOR'S** consultation, interpretation and guidance of offering eligible Variable Hour employees and their dependents health insurance coverage in accordance with the mandates of the Affordable Care Act in a timely manner, as defined in 3.01 and 3.02 herein, that is **COUNTY'S** choice and **CONTRACTOR** shall be relieved of any and all responsibilities for fines and penalties should there be any assessed. Further, any and all decisions with respect to Plan design, plan coverages, persons eligible for coverages and costs associated with coverage, should it be offered, are outside of the scope of this Agreement in all respects.

3.05 **Ownership of Proprietary and Confidential Material.** During the term of this Agreement, **CONTRACTOR** may disclose to **COUNTY** confidential information and trade secrets proprietary to **CONTRACTOR**, including, but not limited to, systems, methods of operation, marketing and advertising procedures, internal procedures, programs and forms. **COUNTY** acknowledges and agrees that all such information is confidential and is the exclusive property of **CONTRACTOR**. **COUNTY** covenants and agrees that it shall not disclose to anyone directly or indirectly during the term of this Agreement or at any time thereafter, any such confidential information, nor shall it use any such confidential information nor cause such confidential information to be used for any purpose other than in the course of **COUNTY'S** work with **CONTRACTOR**. However, upon request by **COUNTY** at any time during the term of this Agreement or thereafter, **CONTRACTOR** shall provide all data collected and determinations made to **COUNTY** either in Excel or CSV unless the Parties agree to the provision of data in another format.

3.06 **COUNTY** shall pay **CONTRACTOR** a pre-determined consulting fee on a monthly basis or lump sum. The fee for services is discussed in more detail in *Exhibit **B***

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3.07 Payment upon Termination of Relationship. Upon termination of this Agreement, **COUNTY** agrees to pay **CONTRACTOR** amounts earned prior to termination of this Agreement.

3.08 Notices. Should **COUNTY** be notified by any federal regulator or employee of potential non-compliance with ACA, **COUNTY** agrees to immediately (within 48 hours of receipt of notice) notify **CONTRACTOR** and provide **CONTRACTOR** with notice via first class mail return receipt requested as well as via email to _____**COUNTY shall also call** _____**at** _____**to advise of Notice and confirm receipt of notice by CONTRACTOR.** Upon receipt of notice, **CONTRACTOR** agrees to assist in responding to said notice and to consult with **COUNTY** on appropriate method by which response to notice should be handled.

4. Miscellaneous

4.01 Amendments. This Agreement may only be amended by written agreement by either party and only enforceable after countersigned by other party.

4.02 Severability. In the event any provision of this Agreement becomes unenforceable or void, such shall not invalidate any other provision of this Agreement.

4.03 Assignability. No assignment of this Agreement of the rights and obligations hereunder will be valid without the written consent of the non-assigning party.

4.04 Entire Agreement. This Agreement constitutes the entire agreement of the parties and supersedes any prior understandings or oral or written agreements between **COUNTY** and **CONTRACTOR** on the matter contained herein.

4.05 Governing Law. This Agreement is being executed and delivered and is intended to be performed in the State of Texas, and the laws of Texas shall govern the validity, construction, enforcement and interpretation of this Agreement.

4.06 Captions. The captions contained herein are for reference purposes only and do not affect the meaning of this Agreement.

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COUNTY and **CONTRACTOR** have acknowledged their understanding of and agreement to the mutual promise written above by executing this Agreement.

COUNTY OF HIDALGO

By:_____
Ramon Garcia, County Judge

ATTEST:

_____
Arturo Guajardo, Jr. County Clerk

COMPANY:

By:_____

Printed Name:_____

Title:_____

Approved by Commissioners Court on: _____

APPROVED AS TO FORM:

Atlas, Hall & Rodriguez, L.L.P.

By:_____
Stephen L. Crain

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EXHIBIT “B”

VENDOR’S SEALED QUOTES

EXHIBIT "B"

RFSQ 2015-174-05-22-YZV

"Healthcare Reform Employee Tracking Consultant" BID PAGE

1. Look-back Analysis/Set-up Implementation:
County desires to have Contractor perform a Look-back analysis to determine eligibility of part-time/variable hour employees. Contractor also needs to load payroll data commencing January 2015 forward.

2014 Look-back analysis: $ **9,500**

2015 Set-up Fees: $ **Waived**

2. Eligibility Tracking – Consulting Fee:

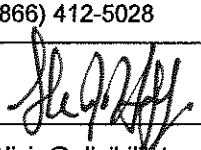
- Identify persons eligible for employee benefits and when
- Track and Report hours worked for *1095* year end reporting
- Retiree and COBRA *1095* year end reporting
- Assist with determining Affordability
- Notify client when Full-Time Employees need to be enrolled
- Track Full-Time Employees who declined coverage
- Consult on Measurement/Stability Periods chosen by employer
- ERISA language for using MP/SP
- ~~ERISA wrap for client company~~ Not Applicable to Governmental Entities
- Business Associate Agreement Created
- Cursory review of clients company handbook to make sure ACA language is accurate
- As the County is self-insured, ETC will handle the 6055 Extra reporting on *Section III* of the *1095-C Form*. There will be a one-time additional fee of **$10,500** owed for ETC's preparation and filing of combined statement-Enrollment Health Information Submitted from COMPANY or TPA.

Monthly Consulting Fee$ 1,250.00

Total combined fee (including look-back analysis & 2015 setup/implementation fee and eligibility tracking – consulting fees): $35,000

THIS PAGE MUST BE SUBMITTED WITH BID)

ACKNOWLEDGMENT BID FORM

BIDDER /COMPANY'S NAME:	Eligibility Tracking Calculators, LLC
ADDRESS:	55 Vienna
CITY/STATE/ZIP CODE:	San Antonio, TX 78258
TELEPHONE NUMBER:	(210) 323-7846
CELLULAR NUMBER:	(210) 325-2641
FAX NUMBER:	(866) 412-5028
AUTHORIZED SIGNATURE:	
EMAIL ADDRESS:	Alicia@eligibilitytrackingcalculators.com
PRINTED NAME:	Alicia J. Haff
TITLE:	Partner
DATE:	5-20-15

THIS PAGE MUST BE SUBMITTED WITH BID)

EXHIBIT “C”

INSURANCE REQUIREMENTS

ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 05/10/2015

PRODUCER
David Ison Insurance, Inc.
1383 East Bitters #1
San Antonio TX 78216-2987

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURERS AFFORDING COVERAGE

SUBJECT
ELIGIBILITY TRACKING CALCULATORS, LLC ETC
55 VIENNA
SAN ANTONIO TX 78258

INSURER A: MARKEL
INSURER B: MARKEL
INSURER C: TEXAS MUTUAL
INSURER D: MARKEL
INSURER E:

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
	GENERAL LIABILITY	IT806639	06/01/2015	06/01/2016	EACH OCCURRENCE	$ 2000000
	X COMMERCIAL GENERAL LIABILITY				FIRE DAMAGE (Any one fire)	$ 100000
	CLAIMS MADE OCCUR				MED EXP (Any one person)	$
					PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:				GENERAL AGGREGATE	$ 2000000
	POLICY PRO-JECT LOC				PRODUCTS - COMP/OP AGG	$ 2000000
	AUTOMOBILE LIABILITY		06/01/2015	06/01/2016	COMBINED SINGLE LIMIT (Ea accident)	$ 300000
	X ANY AUTO	TX3343			BODILY INJURY (Per person)	$
	ALL OWNED AUTOS				BODILY INJURY (Per accident)	$
	SCHEDULED AUTOS					
	HIRED AUTOS				PROPERTY DAMAGE (Per accident)	$
	NON-OWNED AUTOS					
	GE LIABILITY				AUTO ONLY - EA ACCIDENT	$
	ANY AUTO				OTHER THAN AUTO ONLY: EA ACC	$
					AGG	$
	EXCESS LIABILITY				EACH OCCURRENCE	$
	OCCUR CLAIMS MADE				AGGREGATE	$
						$
	DEDUCTIBLE					$
	RETENTION $					$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	TX6628	06/01/2015	06/01/2016	WC STATU-TORY LIMITS OTH-ER	
					E.L. EACH ACCIDENT	$ 100000
					E.L. DISEASE - EA EMPLOYEE	$ 500000
					E.L. DISEASE - POLICY LIMIT	$ 100000
	OTHER PROF LIABILITY	IT806639	06/01/2015	06/01/2016		2,000,000/2,000,000

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS

CERTIFICATE HOLDER ADDITIONAL INSURED; INSURER LETTER:

CANCELLATION

For Information Only

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 STEPHEN ISON

© ACORD CORPORATION 1988

Zimbra **yolanda.velasquez@co.hidalgo.tx.us**

RE: C-15- Healthcare Reform Employee Tracking Consultant

From : Steve Crain <scrain@atlashall.com> Wed, Jun 17, 2015 12:13 PM
Subject : RE: C-15- Healthcare Reform Employee Tracking Consultant
To : 'Yolanda Velasquez' <yolanda.velasquez@co.hidalgo.tx.us>

The agreement is fine.

From: Yolanda Velasquez [mailto:yolanda.velasquez@co.hidalgo.tx.us]
Sent: Wednesday, June 17, 2015 10:56 AM
To: Stephen L. Crain
Subject: C-15- Healthcare Reform Employee Tracking Consultant
Importance: High

Good morning Mr. Crain,

Please review as to form Service Contract.

Thank you
Yolanda Velasquez, Buyer III
Hidalgo County Purchasing Dept.
Tel: (956) 318-2626 ext. 4881
yolanda.velasquez@co.hidalgo.tx.us

From: "Darlene H. Betancourt" <darlene.betancourt@co.hidalgo.tx.us>
To: "Yolanda Velasquez" <yolanda.velasquez@co.hidalgo.tx.us>
Sent: Tuesday, June 16, 2015 4:32:20 PM
Subject: Fwd: Read: RFSQ- Healthcare Reform Employee Tracking Consultant

Yoli

See below, Mr. Crain recommends a County generated contract

Respectfully,

Darlene H. Betancourt, CPPB
Hidalgo County Purchasing Department
2808 S. Business Highway 281
Edinburg, TX. 78539

Phone: 956-292-7000 x-4852
Fax: 956-292-7612

website: www.co.hidalgo.tx.us/purchasing

From: "Stephen L. Crain" <scrain@atlashall.com>
To: "Darlene H. Betancourt" <darlene.betancourt@co.hidalgo.tx.us>
Sent: Tuesday, June 16, 2015 3:22:45 PM
Subject: Read: RFSQ- Healthcare Reform Employee Tracking Consultant

Your message

To: Stephen L. Crain
Subject: Fwd: RFSQ- Healthcare Reform Employee Tracking Consultant
Sent: 6/16/2015 2:39 PM

was read on 6/16/2015 3:22 PM.

HIDALGO COUNTY PURCHASING DEPARTMENT
ACKNOWLEDGEMENT SHEET

DEPARTMENT NAME: HIDALGO COUNTY		
RFSQ OPENING DATE: MAY 22, 2015		**BID OPENING TIME: 2:00 p.m.**
DESCRIPTION OF BID: "Healthcare Reform Employee Tracking Consultant"		
RFSQ NO: 2015-174-05-22-YZV		**BUYER: YOLANDA Z. VELASQUEZ**
	NAME OF COMPANY	**Pricing**
1) √	Eligibility Tracking Calculators, LLC San Antonio, TX	$35,000.00 yr Price includes: 2014 Look Back Analysis (9,500-1,250 m x 12 15,000 Consulting-10,500 reporting
2)	Thompson Reuters One Source INC Carrollton, TX * Does not meet requirements	10,610.00 yr Incomplete. Does not meet minimum requirements. Only able to do one part of service requested.
3)	Worxtime LLC Huntsville, AL	74,361.32 Price Includes: 2014 Look Back Analysis (28,811.16) -1,495 for setup + .63 x 3811 = 2400m x 12 = 28,811.16, printed forms 15,244.00
4)		
5)		
6)		

HIDALGO COUNTY PURCHASING DEPARTMENT
PARTICIPATING VENDOR'S LOG
REQUIREMENTS/RFQ&P PACKETS

IBF-RFB-RFP-RFQ-RFQ&P-RFI

RFSQ ACCEPTANCE DATE: May 22, 2015 **RFQ ACCEPTANCE TIME: 2:00 P.M.**

DESCRIPTION: Hidalgo County-DBM-Employee Benefit Division-"Healthcare Reform Employee Tracking Consultant". **RFSQ NO: 2015-174-05-22-YZV**

	NAME OF BIDDER: COMPANY/FIRM & REPRESENTATIVE'S NAME	RFQ REQUEST	SIGNATURE (IF APPLICABLE) OR INITIALS OF STAFF ADDRESSING MAIL OUT	DATE	PHYSICAL ADDRESS CITY, STATE, ZIP CODE PHONE & FAX NUMBERS
01	Eligibility Tracking Calculators, Alicia Haff	BLM	Alicia@eligibilitytrackingcalculators.com YZV	05/12/15	55 Vienna San Antonio, Texas 78258 Tel: 210-323-7846
02	Worxtime Teresa McAllister	BLM	teresa@worxtime.com YZV	05/12/15	7500 S. Memorial Parkway, Ste 211 Huntsville, Alabama 35802 Tel: 800-374-8787
03	Thomson Reuters (Tax & Accounting) Inc. Bernadette Bergeron	BLM	Bernadette.bergeron@thomsounreauters.com YZV	05/12/15	2395 Midway Rd. Msc 100 Carrollton, Texas 75006-2521 Tel: 1-800-327-8829 ext 511
04	ETC. Tracking	BLM	payattention@etctracking.com YZV	05/12/15	
05	Kronos, Inc. Robert Arsenault	BLM	Robert.arsenault@kronos.com YZV	05/12/15	978-947-4467
06	Empyrean Benefits Solutions Jaron Dabney	BLM	jdabney@empyreanbenefits.com YZV	05/12/15	832-730-7674
07					
08					
09					
10					
11					
12					

***VIA:**

IN PERSON (IP)
TELEPHONE REQUEST (TR)
EMAIL REQUEST (Email)
BIDDER LIST MAIL OUT (BLM)

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 06/22/2015

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 David Ison Insurance & Sons 1383 E Bitters Rd Ste 1 San Antonio TX 78216	**CONTACT NAME:** Jake Perales **PHONE (A/C, No, Ext):** 210-490-1494 **FAX (A/C, No):** 210-490-1569 **E-MAIL ADDRESS:** jake@davidisoninsurance.com
INSURED ELIGIBILITY TRACKING CALCULATORS, LLC ETC. 55 VIENNA SAN ANTONIO TX 78258	**INSURER(S) AFFORDING COVERAGE** / **NAIC #** **INSURER A :** Evanston Insurance Company **INSURER B :** **INSURER C :** **INSURER D :** **INSURER E :** **INSURER F :**

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X **COMMERCIAL GENERAL LIABILITY** CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [ ] PRO-JECT [ ] LOC OTHER:	Y		IT807901	05/09/2015	05/09/2016	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG Fire Legal Liability	$ 2,000,000 $ 100,000 $ $ $ 2,000,000 $ 2,000,000 $
	AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ $ $ $
	UMBRELLA LIAB OCCUR **EXCESS LIAB** CLAIMS-MADE DED RETENTION $						EACH OCCURRENCE AGGREGATE	$ $
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? **Y / N** **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N / A					PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ $ $

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

Hidalgo County
2812 S. Business Highway 281
New Administration Building
Edinburg TX 78539

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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AI-50087 **Purchasing Department** **22. I. 1.**

CC - REGULAR

Meeting Date: 06/23/2015

Submitted For: Elena Gomez, PURCHASING DEPT.

Submitted By: Elena Gomez, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

Requesting approval of agreement(s) if applicable for "Computer Assisted Investigative On-line Research Services" with West a Thomson Reuter Business for Hidalgo County Sheriff's Office thru RFSQ 2015-212-06-12-MEG, for the amount $714.00 per month for the first year for up to 300 Users -(1st Year) $8568.00, 749.70 per Month for the 2nd Year=$8996.40 per year and 787.19 per month for the 3rd Year= $9446.28 Per year

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2015 **ACCT. #:** 5-1228-421-00-280-006-0-340

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

BUDGETARY IMPACT:

Funding available pending approval of AI-50043 CC 6/23/15

Attachments

Agreement-Thompson Reuter

Legal's Approval

participating Sheet

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	06/18/2015 04:47 PM
Budget & Management	Veronica Ortiz	06/18/2015 06:09 PM
Auditor's Office	Monica Badillo	06/19/2015 05:54 PM
Form Started By: Elena Gomez		Started On: 06/12/2015 01:20 PM
Final Approval Date: 06/19/2015		

Internal Use Only Commodity Code 990-52

WEST ORDER FORM - CLEAR® SERVICES
610 Opperman Drive, P.O. Box 64833
St. Paul, MN 55164-1803
Tel: 651/687-8000

THOMSON REUTERS

REQUIRED

Check West account status below as applicable: Rep Name & Number 0129282 Michael Boyd

New ____ (NACI Form attached)

Existing with no changes X Existing with changes ____ (Permanent name change must attach a Customer Name Change Form)

Does Subscriber have an existing West account?

☐ Yes If yes, please provide West account number 1000382134

☐ No

Acct # 1000382134 Quote # _____ PO # _____ Date 5/5/2015

Name/Subscriber Hidalgo County Sheriff Dept Bill To Acct # _____

Order Confirmation Contact Name Richard Ozuna

E-Mail richard.ozuna@hidalgoso.org

CLEAR Contact Name (for delivery of Registration Keys. Individual users will also receive their Registration Keys if their e-mail addresses are provided) Richard Ozuna

E-Mail richard.ozuna@hidalgoso.org Telephone 956-393-6022

CLEAR Primary Account Contact Name (general business contact) Richard Ozuna

E-Mail richard.ozuna@hidalgoso.org Telephone 956-393-6022

IF NEEDED

Permanent Address Change _____ **One-Time Ship To** _____ **Additional Ship To** _____ **Additional Bill To** _____

Name _____ Attn: _____

Address _____ Suite/Floor _____

City _____ State _____ County _____ Zip _____

CLEAR Fixed Rate

Full Svc #	CLEAR Products	Quantity *	Monthly Banded/ Base Rate	Per User Rate	Other	Total Monthly Charges
41765801	CLEAR PRO LAW ENFORCEMENT PLUS	300				714.00

* Fill in the maximum number of Users, Alerts, Seats.

Notes:
Exception Approved 220727

Total Monthly Charges $ 714.00

Monthly Charges and the minimum term shall begin on the date West processes Subscriber's order and continue for a minimum of 12 complete calendar months ("Minimum Term"). If Subscriber elects a longer Minimum Term the Monthly Charges will be billed as set forth herein. Monthly Charges apply regardless of Subscriber's actual use. In the event Subscriber is a corporation accessing CLEAR Services on its own behalf and on behalf of any government agency or entity, Subscriber must execute and submit to West separate agreements for each use case and be credentialed separately for each use case. Any additional users added to any existing Per User product licensed by Subscriber shall be tied to the Minimum Term of the underlying Order Form for such product(s).

_____ **Subscriber's Initials for 24 Month CLEAR Minimum Term** Subscriber agrees to commit to a Minimum Term of 24 months and the Monthly Charges for the second 12 months not to increase by more than _____% over the Monthly Charges for the initial 12 months.

X **Subscriber's Initials for 36 Month CLEAR Minimum Term** Subscriber agrees to commit to a Minimum Term of 36 months and the Monthly Charges for the second 12 months not to increase by more than 5 % over the Monthly Charges for the initial 12 months and Monthly Charges for the third 12 months not to increase by more than 5 % over the Monthly Charges for the second 12 months.

Automatic Renewal Term(s) for Non-Government Subscribers Only. Upon conclusion of the Minimum Term, the Subscriber Agreement and this Order Form will automatically renew for consecutive 12-month periods ("Renewal Term"), and the Monthly Charges for the Renewal Term(s) will increase 7% per year unless either party gives written notice of cancellation to the other party at least 30 days in advance of the expiration of the then-current Term. Subscriber's notice of cancellation should be sent to the attention of Customer Service at the address set forth herein. Additionally, West may at its discretion provide Subscriber with notice at least 60 days in advance of any

Renewal Term of a Monthly Charge increase different from 7% after which Subscriber shall have 30 days to provide West with written notice of cancellation if Subscriber does not wish to renew. Excluded Charges (as defined in Schedule A) may be modified as set forth in the respective Subscriber Agreement (as defined herein). Subscriber is responsible for all Excluded Charges as incurred.

Government Subscribers Post Minimum Term. Upon conclusion of the Minimum Term, Monthly Charges are billed thereafter at up to then-current rates. Excluded Charges (as defined in Schedule A) may be modified as set forth in the Subscriber Agreement (as defined herein). Monthly Charges may be modified upon 30 days notice to Subscriber. Subscriber is responsible for all Excluded Charges as incurred. Either party may provide the other party with 30 days prior written notice of cancellation. Subscriber's notice of cancellation should be sent to the attention of Customer Service at the address set forth herein.

Subscriber Initials for Enterprise Law Enforcement Subscribers

_____ **Subscriber's Initials for Enterprise Law Enforcement Subscribers.** Subscriber has up to 293 sworn officers in its employ at the location identified above. If West learns that the actual number exceeds the banded range certified above, West reserves the right to increase Subscriber's charges as applicable.

CLEAR Batch Transactional

Full Svc #	CLEAR Batch Products	# of Users	Other

Notes:

Access to CLEAR Batch shall begin on the date West processes Subscriber's Order and shall continue for a minimum of 12 complete calendar months thereafter ("Minimum Term"). Subscriber may elect a longer Minimum Term by his/her initials below. CLEAR charges for Subscriber's access to and use of CLEAR Batch shall begin when Subscriber first accesses CLEAR Batch and are subject to change as set forth in the Subscriber Agreement. During the Minimum Term and thereafter (including any Renewal Term) CLEAR charges for CLEAR Batch shall be billed at then-current Schedule A rates and are subject to change as set for the in the Subscriber Agreement.

Automatic Renewal Term(s) for Non-Government Subscribers Only.. Upon conclusion of the Minimum Term, the Subscriber Agreement and this Order Form will automatically renew for consecutive 12-month periods ("Renewal Term") unless either party gives written notice of cancellation to the other party at least 30 days in advance of any Renewal Term, including the first Renewal Term. During any Renewal Term, Subscriber's access to and use of CLEAR Services shall be governed by the Subscriber Agreement.

Government Subscribers Post Minimum Term. Upon conclusion of the Minimum Term, Subscriber's access to CLEAR Batch shall continue at up to then current rates until terminated by either party upon 30 days written notice to the other party.

_____ **Subscriber's Initials for longer Minimum Term. Please check: ____ 24 or ____ 36 month Minimum Term.**

Office Use Only
OF instruct: Enter a discount of 100% - in the Condition Group 1 field on Additional Data A tab.

CLEAR Windows

Full Svc #	CLEAR Window Products	# of Users	List	Other	Monthly Charges	Monthly Window

Notes:

CLEAR Charges and the minimum term shall begin on the date West processes Subscriber's order and continue for 12 complete calendar months ("Minimum Term"). Subscriber may elect a longer Minimum Term by his/her initials below. Subscriber shall guarantee minimum Monthly CLEAR charges as set forth above ("Monthly Charges") regardless of Subscriber's actual usage. All CLEAR charges shall be waived for Subscriber's actual usage in excess of the Monthly Charges through the window (the "Monthly Window") as set forth above. Subscriber shall pay all CLEAR charges in excess of the Monthly Window as incurred, as well as all other applicable Monthly Charges. CLEAR charges may be modified as set forth in the Subscriber Agreement. Subscriber is responsible for all Excluded Charges as incurred. In the event Subscriber is a corporation accessing CLEAR Services on its own behalf and on behalf of any government agency or entity, Subscriber must execute and submit to West separate agreements for each use case and be credentialed separately for each use case. CLEAR Batch Window requests must be submitted at least five (5) business days prior to the end of a billing month in order to apply against the Monthly Charges or Monthly Window for such month.

_____ **Subscriber's Initials for 24 Month CLEAR Minimum Term** Subscriber agrees to commit to a Minimum Term of 24 months and the Monthly Charges for the second 12 months not to increase by more than _____% over the Monthly Charges for the initial 12 months.

_____ **Subscriber's Initials for 36 Month CLEAR Minimum Term** Subscriber agrees to commit to a Minimum Term of 36 months and the Monthly Charges for the second 12 months not to increase by more than _____% over the Monthly Charges for the initial 12 months and Monthly Charges for the third 12 months not to increase by more than _____% over the Monthly Charges for the second 12 months.

Automatic Renewal Term(s) for Non-Government Subscribers Only. Upon conclusion of the Minimum Term, the Subscriber Agreement and this Order Form will automatically renew for consecutive 12-month periods ("Renewal Term"), and the Monthly Charges for the Renewal Term(s) will increase 0% per year unless either party gives written notice of cancellation to the other party at least 30 days in advance of the expiration of the then-current Term. Subscriber's notice of cancellation should be sent to the attention of Customer Service at the address set forth herein. Additionally, West may at its discretion provide Subscriber with notice at least 60 days in advance of any

Renewal Term of a Monthly Charge increase different from 0% after which Subscriber shall have 30 days to provide West with written notice of cancellation if Subscriber does not wish to renew. The Monthly Window shall remain unchanged. Excluded Charges (as defined in Schedule A) may be modified as set forth in the respective Subscriber Agreement (as defined herein). Subscriber is responsible for all Excluded Charges as incurred.

Government Subscribers Post Minimum Term. Upon conclusion of the Minimum Term, Monthly Charges are billed thereafter at up to then-current rates. The Monthly Window shall remain unchanged. Excluded Charges (as defined in Schedule A) may be modified as set forth in the Subscriber Agreement (as defined herein). Monthly Charges may be modified upon 30 days notice to Subscriber. Subscriber is responsible for all Excluded Charges as incurred. Either party may provide the other party with 30 days prior written notice of cancellation. Subscriber's notice of cancellation should be sent to the attention of Customer Service at the address set forth herein.

Subscriber Certification Section
Required for all accounts that interact with, manage or house inmates or detainees.

Subscriber Certifications must be completed for every order, including renewals.

Subscriber by his/her initials below certifies and acknowledges understanding and acceptance of the security limits of CLEAR and Subscriber's responsibility for controlling product, Internet and network access:

X **Subscriber's Initials.** Functionality of CLEAR cannot and does not limit access to non-West Internet sites. It is the responsibility of Subscriber to control access to the Internet. By his/her initials, Subscriber acknowledges its understanding and acceptance of the security limits of CLEAR and Subscriber's responsibility for controlling Internet access.

X **Subscriber's Initials.** Subscriber certifies that it shall be responsible for controlling network access to the Internet or internal Subscriber sites. Subscriber agrees to provide its own firewall, proxy servers or other security technologies as well as desktop security to limit access to the CLEAR URL and West software. Subscriber must design, configure and implement its own security configuration.

X **Subscriber's Initials.** Subscriber shall not use any Data, and shall not distribute any Data to a third party for use, in a manner contrary to or in violation of any applicable federal, state, or local law, rule or regulation or in any manner inconsistent with the Subscriber Agreement.

X **Subscriber's Initials.** CLEAR will be accessed by Subscriber employees only for administrative or internal business purposes. All such access use will fully comply with the following restrictions:

- In no event shall anyone other than approved Subscriber employees be provided access to or control of any terminal with access to CLEAR or CLEAR data.
- Terminals with CLEAR access, access credentials, and CLEAR data will be in secured locations that do not provide inmate/detainee access.
- No access shall be outsourced or otherwise provided to third parties.
- Subscriber shall be solely responsible for ensuring that no sensitive information is made available beyond its stated permissible use.

IP Address Section
Only External IP Address(es) or Range(s) Must Be Provided

Valid External IP Addresses or IP Ranges belonging to your organization and meeting the following requirements must be provided for all CLEAR orders:

- **IP Addresses assigned to jurisdictions outside the United States or West approved U.S. Territories are prohibited.**
- **IP Addresses will not be accepted from the following ranges which are reserved by the Internet Assigned Numbers Authority for special use or private networks: 10.0.0.0 - 10.255.255.255, 127.0.0.0- 127.255.255.255, 172.16.0.0 - 172.31.255.255, 192.168.0.0 - 192.168.255.255, 169.254.0.0 - 169.254.255.255.**
- **All IP addresses must be IPv4 addresses.**

Permissible IP Address(es) will be those provided below as well as any previously provided IP Address(es) for this Subscriber

Subscriber's Internet Service Provider Name _____

Provide IP Address(es) or IP Address Range(s) below Additional page(s) may be attached if needed

Beginning IP Address _____ **Ending IP Address** _____

Beginning IP Address _____ **Ending IP Address** _____

REQUIRED

CLEAR Subscribers may receive roaming access to CLEAR by default. Roaming access permits users outside Subscriber's designated IP Address/Range. West may, at its option, block roaming access.

_____ Subscriber initials if Subscriber requests that roaming access be blocked.

If you do not know your company's external IP address(s), try the following:

1. Contact your network administration, firewall or security team
2. Contact your Internet Service Provider, ISP (i.e. Cable, DSL, Satellite, etc.)
3. Go to the following URL in your browser: http://tools.whois.net/yourip/ or http://www.whatismyip.com to identify your external IP address (NOTE: If you have multiple IP addresses, this tool will only detect one IP address)

Technical Contact for CLEAR Products (if applicable) (Contact for IP Address Issues)

Name (please print) _____

Telephone _____

E-Mail _____

IF APPLICABLE

CLEAR Users, My Account Administrator and Authorized QuickView+ User

Last Name	First Name	E-mail Address	Phone Number	IN	AD	AN	SV	TC

If there are additional CLEAR users additional page(s) must be submitted with the order

User Type Key		
	IN = Investigator AD = Administrator AN = Analyst	SV = Supervisor TC = Technical

Subscriber shall authorize which user shall be named as the My Account Administrator. Access to My Account will allow CLEAR user management, general account information and granting access to other My Account users.

Authorized My Account Administrator for CLEAR

Last Name Ozuna **First Name** Richard **E-Mail** richard.ozuna@hidalgoso.org **(Required)**

Subscriber shall authorize which CLEAR users(s) shall have access to QuickView+. Actual charges billed by West may vary from charges reported on QuickView+. Subscriber shall pay charges as billed. West does not warrant and has no liability with respect to accuracy of charges or other information on QuickView+.

Authorized CLEAR Password Holder for CLEAR QuickView+

Last Name Ozuna **First Name.** Richard **E-Mail** richard.ozuna@hidalgoso.org

CLEAR Renewals

Subscriber Certification Section must also be completed for all Subscribers that interact with, manage, or house inmates or detainees.
*Current Monthly CLEAR Charges is/are rate(s) in effect as of the date of this Order Form and may not be the rate(s) in effect when rate(s) for the Renewal Term is/are calculated, depending on the length of the current Minimum Term or current Renewal Term.

Sub Matl #	CLEAR Products	Current Monthly Charges*

Notes

_____ **Subscriber's Initials for 12 Month Renewal Term**** Subscriber agrees to commit to an additional 12 months and the Monthly Charges for the such additional 12 months shall be _____% more than the current Monthly Charges in effect at the end of the current Minimum Term and/or current Renewal Terms.

_____ **Subscriber's Initials for 24 Month Renewal Term**** Subscriber agrees to commit to an additional 24 months. The Monthly Charges for the first additional 12 months shall be _____% more than the Monthly Charges in effect at the end of the current Minimum Term and/or current Renewal Terms and the Monthly Charges for the second additional 12 months shall be _____% more than the Monthly Charges for the first additional 12 months.

_____ **Subscriber's Initials for 36 Month Renewal Term**** Subscriber agrees to commit to an additional 36 months. The Monthly Charges for the first additional 12 months shall be_____% more than the Monthly Charges in effect at the end of the current Minimum Term and/or current Renewal Terms and the Monthly Charges for the second additional 12 months shall be _____% more than the Monthly Charges for the first additional 12 months. The Monthly Charges for the third additional 12 months shall be _____% more than the Monthly Charges for the second additional 12 months.

** Effective at the end of the Minimum Term or current Renewal Term.

Automatic Renewal Term(s) for Non-Government Subscribers Only. Upon conclusion of the Renewal Term designated above, the Subscriber Agreement and this Order Form will automatically renew for consecutive 12-month periods, and the Monthly Charges for the Renewal Term(s) will increase 0% per year unless either party gives written notice of cancellation to the other party at least 30 days in advance of any Renewal Term. Subscriber's notice of cancellation should be sent to the attention of Customer Service at the address set forth herein. Additionally, West may at its discretion provide Subscriber with notice at least 60 days in advance of any Renewal Term of a Monthly Charge increase different from 0% after which Subscriber shall have 30 days to provide West with written notice of cancellation if Subscriber does not wish to renew. The Monthly Window shall remain unchanged. Excluded Charges (as defined in Schedule A) may be modified as set forth in the Subscriber Agreement. Subscriber is responsible for all Excluded Charges as incurred.

Government Subscribers Post Minimum Term. Upon conclusion of the Renewal Term designated above, Monthly Charges are billed thereafter at then current rates. The Monthly Window shall remain unchanged. Excluded Charges (as defined in Schedule A) may be modified as set forth in the Subscriber Agreement. Monthly Charges may be modified upon 30 days notice to Subscriber. Subscriber is responsible for all Excluded Charges as incurred. Either party may provide the other party with 30 days prior written notice of cancellation. Subscriber's notice of cancellation should be sent to the attention of Customer Service at the address set forth herein.

CLEAR Window Renewals

Subscriber Certification Section must also be completed for all Subscribers that interact with, manage, or house inmates or detainees.
*Current Monthly Charges and the Monthly Window is/are rate(s) in effect as of the date of this Order Form and may not be the rate(s) in effect when rate(s) for the Renewal Term is/are calculated, depending on the length of the current Minimum Term or current Renewal Term.

Sub Matl #	CLEAR Products	Current Monthly Charges*

Notes

_____ **Subscriber's Initials for 12 Month Renewal Term**** Subscriber agrees to commit to an additional 12 months and the Monthly Charges for the such additional 12 months shall be _____% more than the current Monthly Charges in effect at the end of the current Minimum Term and/or current Renewal Terms.

_____ **Subscriber's Initials for 24 Month Renewal Term**** Subscriber agrees to commit to an additional 24 months. The Monthly Charges for the first additional 12 months shall be _____% more than the Monthly Charges in effect at the end of the current Minimum Term and/or current Renewal Terms and the Monthly Charges for the second additional 12 months shall be _____% more than the Monthly Charges for the first additional 12 months.

_____ **Subscriber's Initials for 36 Month Renewal Term**** Subscriber agrees to commit to an additional 36 months. The Monthly Charges for the first additional 12 months shall be_____% more than the Monthly Charges in effect at the end of the current Minimum Term and/or current Renewal Terms and the Monthly Charges for the second additional 12 months shall be _____% more than the Monthly Charges for the first additional 12 months. The Monthly Charges for the third additional 12 months shall be _____% more than the Monthly Charges for the second additional 12 months.

** Effective at the end of the Minimum Term or current Renewal Term.

Automatic Renewal Term(s) for Non-Government Subscribers Only. Upon conclusion of the Renewal Term designated above, the Subscriber Agreement and this Order Form will automatically renew for consecutive 12-month periods, and the Monthly Charges for the Renewal Term(s) will increase 0% per year unless either party gives written notice of cancellation to the other party at least 30 days in advance of any Renewal Term. Subscriber's notice of cancellation should be sent to the attention of Customer Service at the address set forth herein. Additionally, West may at its discretion provide Subscriber with notice at least 60 days in advance of any Renewal Term of a Monthly Charge increase different from 0% after which Subscriber shall have 30 days to provide West with written notice of cancellation if Subscriber does not wish to renew. Excluded Charges (as defined in Schedule A) may be modified as set forth in the Subscriber Agreement. Subscriber is responsible for all Excluded Charges as incurred.

Government Subscribers Post Minimum Term. Upon conclusion of the Renewal Term designated above, Monthly Charges are billed thereafter at then current rates. Excluded Charges (as defined in Schedule A) may be modified as set forth in the Subscriber Agreement. Monthly Charges may be modified upon 30 days notice to Subscriber. Subscriber is responsible for all Excluded Charges as incurred. Either party may provide the other party with 30 days prior written notice of cancellation. Subscriber's notice of cancellation should be sent to the attention of Customer Service at the address set forth herein.

Additional Terms

Subscriber Auto Charge Credit Card / Electronic Funds Transfer Election Payment Terms. Subscriber may separately authorize West to automatically charge a credit card ("Auto Charge") or electronic fund transfer ("EFT"), to pay charges for charges due on Subscriber's account. If Subscriber currently subscribes to Auto Charge or EFT, subscription charges incurred from this order will be Auto Charged or debited through EFT (as elected) in accordance with existing terms and conditions.

Returns and Refunds. If Subscriber is not completely satisfied with any print product received from West as part of a subscription or as a one-time purchase, and not as part of a multi-year contract or a CD-ROM/DVD product received after the Minimum Term, the product may be returned within 45 days of the original shipment date for a full refund or credit, in accordance with West's then-current returns policies. Different rules (http://static.legalsolutions.thomsonreuters.com/static/returns-refunds.pdf) apply for print products received as part of multi-year contracts such as, but not limited to, Assured Print Pricing, Library Savings Plan, West Complete, Library Maintenance Agreements and ePack and to WestPack contracts as well. Westlaw, CLEAR, Monitor Suite, ProView eBook, Software, West LegalEdcenter, Practice Solutions, TREWS and Serengeti charges are non-refundable. Please see http://static.legalsolutions.thomsonreuters.com/static/returns-refunds.pdf or contact West Customer Service at 1-800-328-4880 for additional details regarding West's current policies on returns and refunds.

Other Terms and Conditions. Any passwords issued herein may only be used by the person to whom the password is issued and sharing of passwords is STRICTLY PROHIBITED.

General Provisions for Non-Government Subscribers Only. This Order Form is subject to approval by West, a Thomson Reuters business ("West") in St. Paul, Minnesota and is governed by Minnesota law. The state and federal courts sitting in Minnesota will have exclusive jurisdiction over any claim arising from or related to this agreement. All payments are due 30 days from date of invoice. Applicable sales, use, personal property, value added tax (VAT) or equivalent, ad valorem and other taxes are payable by Subscriber. Subscriber may be charged interest for overdue charges. If any charges remain unpaid 30 days after becoming due, all amounts that are or would become due and payable for the remaining term of Subscriber's Subscriber Agreement, shall become immediately due and payable at the sole option of West. Interest charged may be adjusted to the then-highest current rate allowable on Minnesota contracts. This Order Form may not be assigned, sublicensed or otherwise transferred by Subscriber without West's prior written consent. All collection fees, including but not limited to attorneys fees, are payable by Subscriber. West may request a current financial statement and/or obtain consumer credit report on the undersigned individual to determine creditworthiness. West will only request consumer credit information on the undersigned if the undersigned is applying for credit as an individual or if the undersigned's consumer credit information is necessary for West to consider granting credit to the aforementioned company. If Subscriber inquires whether a credit report was requested, West will provide information of such, if a report was received and the name, address and telephone number of the agency that supplied the report.

General Provisions for Government Subscribers Only. This Order Form is subject to approval by West, and is governed by the laws of Subscriber's state. The courts sitting in Subscriber's state will have exclusive jurisdiction over any claim arising from or related to this agreement. If Subscriber is a U.S. Federal Government subscriber, this Order Form is governed by the laws of the United States of America. Applicable sales, use, personal property, value added tax (VAT) or equivalent, ad valorem and other taxes are payable by Subscriber. This Order Form may not be assigned, sublicensed or otherwise transferred by Subscriber without West's prior written consent.

Usage Cap for Fixed Rate Only. In the event Subscriber's actual charges (at then-current Schedule A rates) exceed the then-current Monthly Charges by more than 10 times in any month (or by 20 times in any month for Enterprise Law Enforcement subscribers), West may, at its option, limit access to live gateways thereafter, request that the parties enter into good faith negotiations or, upon 10 days written notice to Subscriber, terminate the Subscriber Agreement.

	CLEAR Products to be Lapsed	
Full Svc #	CLEAR Products	

The Research Subscriber Agreement (located at http://legalsolutions.com/research-subscriber-agreement), the applicable Schedule A (located at http://legalsolutions.com/schedule-a-clear) is/are hereby incorporated by reference and made part of this Order Form. In the event there is a conflict between the terms and conditions of the Subscriber Agreement and Schedule A and the terms and conditions of this Order Form, the terms and conditions of this Order Form shall control. Subscriber by his/her signature below, acknowledges his/her understanding and acceptance of the terms and conditions of the Subscriber Agreement and Schedule A and this Order Form.

AUTHORIZED REPRESENTATIVE FOR ORDER FORM

Printed Name _____

Title _____

Date _____

Signature X _____ SIGN HERE

For Credit Card Transactions only: **Visa** _____ **Master Card** _____ **Am Ex** _____

Card # _____ **Expir. Date** _____ **Total Amt. to Charge for this Order** _____

Subscription charges for this order will be billed to Subscriber's West account unless automatic credit card or electronic funds transfers have been separately authorized.

Account Validation and Certification (AVC) Form
Westlaw and CLEAR (Government)

THOMSON REUTERS™

Subscriber Information
Account Number (if applicable) 1000382134

Full Legal Name/Entity Hidalgo County Sheriff Dept

Business Unit/Dept/Agency

The applicant's address below is (please check one): ☐ a Commercial Location ☐ a Residence (i.e. a home-based business)

Street Address 711 E EL CIBOLO RD

City Edinburg Country (if not US)

State TX Zip 78542-0471

Main Organization Telephone Location/Contact/Ext Telephone

E-Mail Address Website

Cell Phone (if no land line available) | Check here if no website available

REQUIRED

ACCOUNT TYPE SECTION
Select the applicable type and continue to next step

Select Type of Government
- ☐ US – Federal
- ☐ US – State
- ☒ US – Local
- ☐ Tribal Government
- ☐ Other Government (please describe)_____

Select Type of AcademicInstitution
- ☐ Privately Funded Academic Institution (non-govt funded)
- ☐ Government Funded Academic Institution

Do Subscriber's end users have arrest powers? ☐ No ☐ Yes

Will the product be used for collections, skip-tracing, debt buying, or other similar activities related to consumer debt? ☐ No ☐ Yes

If other similar activities, please describe:

Is Subscriber requesting access to Utility data? ☐ No ☐ Yes*

**If yes, Subscriber may need to successfully complete an onsite inspection.*

Site Inspection contact. Site inspections may be required if you are requesting access to Utility data or otherwise required by a third party data provider.

Name **Telephone Number**

Unethical or Illegal Activities
Subscriber certifies that it is **NOT** involved in credit fraud, identification theft, stalking, harassment, any unethical business practices or illegal activity nor has it worked to further such activities of its customers, nor is it on the U.S. Treasury Department Office of Foreign Assets Control (OFAC) Specially Designated Nationals and Blocked Persons List.

Multiple Locations/Branches/Subsidiaries
☐ Please check here if Subscriber is subscribing to services for use at multiple locations and attach the completed Addendum to Account Validation and Certification Form-Multiple Locations ("Addendum"). Subscriber certifies that the Account Type and Privacy Compliance information provided in this AVC Form applies to all locations set forth in the Addendum and that the location information set forth in the Addendum is complete and accurate.

Permissible Use under Gramm Leach Bliley Act
Subscriber's use of the data is limited by the U.S.Gramm-Leach-Bliley Act (15 U.S.C. 6801 et. seq.) and can only be used for specific **non-FCRA (Fair Credit Reporting Act)** purposes. Please indicate below (check box) what permitted use(s) will apply to your research needs:

At least one permissible use must be selected to be granted access or the Subscriber must select the non- permissible use:

- ☐ Subscriber certifies there is no permissible use.
- ☐ For use by a person holding a legal or beneficial interest relating to the consumer.
- ☐ For use in complying with federal, state, or local laws, rules, and other applicable legal requirements.
- ☐ For use as necessary to effect, administer, or enforce a transaction requested or authorized by the consumer.
- ☐ For use in complying with a properly authorized civil, criminal, or regulatory investigation, subpoena, or summons by federal, state, or local authorities.
- ☐ For use to protect against or prevent actual or potential fraud, unauthorized transactions, claims, or other liability.
- ☐ For use by any Law Enforcement Agency, self regulatory organizations or for an investigation on a matter related to public safety.
- ☐ To persons acting in a fiduciary or representative capacity on behalf of the consumer.

☐ For required institutional risk control or for resolving consumer disputes or inquiries.

☐ With the consent or at the direction of the consumer.

Permissible Use under Drivers Privacy Protection Act

Subscriber's use of the data is limited by the U.S. Drivers Privacy Protection Act (18 U.S.C. §2721 et seq.) and can only be used for specific **non-FCRA (Fair Credit Reporting Act)** purposes. Please indicate below (check box) what permitted use(s) will apply to your research needs:

At least one permissible use must be selected to be granted access or the Subscriber must select the non- permissible use:

☐ Subscriber certifies there is no permissible use.

☐ For official use by a Court, Law Enforcement Agency or other Government agency.

☐ To verify or correct information provided to you by a person in order to prevent fraud, pursue legal remedies or recover a debt; skip tracing.

☐ For use in connection with a civil, criminal or arbitral legal proceeding or legal research.

☐ For use in connection with an insurance claims investigation or insurance antifraud activities.

	UNMASKED OR FULL DISPLAY OF SENSITIVE PERSONAL INFORMATION SECTION **Qualified Accounts Only**	

Complete the below section if Subscriber requests unmasked or full display of full Security Numbers, Day of Date of Birth and/or Driver's License Wallet

☐ Subscriber **IS NOT** requesting unmasked or full display of Sensitive Personal Information.

☐ Subscriber **IS** requesting unmasked or full display of Sensitive Personal Information.

WEST PUBLISHING CORPORATION ('WEST') – AUTHORIZED SENSITIVE PERSONAL INFORMATION DISPLAY POLICY: West seeks to balance overall individual privacy needs and concerns with the legitimate personal information needs of specific entities as allowed within the provisions of the U.S. Gramm Leach Bliley Act (15 U.S.C. § 6821 et seq.) (U.S. GLB), U.S. Drivers Privacy Protection Act (18 U.S.C. §2721 et seq.) (U.S. DPPA) and other laws. As a general rule, sensitive data on West Public Records Databases is truncated. In order to help ensure that access to authorized unmasked and full display of sensitive data is warranted, West requires validation on a regular basis as necessary for each account requesting access to unmasked and full display of sensitive personal information to certify that the unmasked and full display of personal information is needed, and will only be used in connection with legitimate business. West, in its sole discretion, reserves the right to discontinue access to unmasked and full display of personal information.

CLEAR Subscribers: *All CLEAR Users on this account will be granted access to the same type of sensitive personal information upon approved credentialing.*
Westlaw Subscribers: *Only those Westlaw users listed below will be granted access the sensitive personal information.*

Please provide the names and passwords of those individuals for which unmasked access should be added or removed. Use additional page with the information below if needed.

Westlaw User			
Last Name	First name	Password (applicable only if active subscriber)	Add or Remove

Information Protection Affirmation

Subscriber shall be fully responsible for any unauthorized collection, access, use, and disclosure of Personal Information subject to this Agreement. Without limiting the foregoing, Subscriber shall employ appropriate administrative, physical, and technical safeguards in order to sufficiently protect the Personal Information and information assets and resources in question. Subscriber shall immediately notify West of any Information Protection Incident that may result in the unauthorized collection, access, use or disclosure of Personal Information subject to this Agreement. Subscriber shall make all reasonable efforts to assist West in relation to the investigation and remedy of any such Information Protection Incident and any claim, allegation, action, suit, proceeding or litigation with respect to the unauthorized access, use or disclosure of Personal Information. For purposes of its obligations hereunder, the acts or omissions of Subscriber's employees, shall also be deemed the acts or omissions of Subscriber.

Appropriate Use Standard

West provides computer devices, networks, and other electronic information systems to meet missions, goals, and initiatives and must manage them responsibly to maintain the confidentiality, integrity, and availability of its information assets. The use of any West information asset will be for legitimate business purposes only and in accordance with all applicable West corporate policies. Any access to or use of non-public personally identifiable information must be in accordance with all applicable law. No individual shall access records that require a permissible purpose unless such a purpose exists. It is your responsibility to seek guidance and clarification in case of any question about the proper use of West resources, including but not limited to the use of non-public personally identifiable information. All employees associated with the Subscriber, including all personnel must adhere to these requirements.

Fair Credit Reporting Act (FCRA) Use Prohibited

Subscriber certifies that it has read, understands and will comply with the terms of the Research Subscriber Agreement including in particular (but not limited to) the Data Usage Restrictions. Subscriber understands that West is not a Consumer Reporting Agency and Subscriber will not use any Westlaw/CLEAR Data for any purpose regulated by the U.S. Fair Credit Reporting Act (15 U.S.C. § 1681 et seq.) or any similar statute.

By signing below, you acknowledge that you and all authorized persons under your account(s) agree to limit the use of this information, as described above, and to comply with the provisions of the U.S. Gramm Leach Bliley Act (15 U.S.C. § 6821 et seq.) (U.S. GLB), U.S. Drivers Privacy Protection Act (18 U.S.C. §2721 et seq.) (U.S.DPPA) and all other applicable federal, state, and local laws, rules, and regulations.

You further certify that you are authorized to execute this Account Validation and Certification Form on behalf of the Subscriber listed above and that statements you have provided in this form are true and correct. Further, you agree to the terms and conditions set forth in this form and understand that you may periodically be required to re-certify information provided herein.

AUTHORIZED REPRESENTATIVE FOR CERTIFICATION

Printed Name _____

Title _____

Date _____

Signature X _____

Once this document is completed and signed by an authorized representative of the Subscriber, please provide it to your West Sales Consultant with a signed order or fax to 866-294-1042 or email to west.avtcredentials@thomson.com.

All information is subject to verification and approval by West.

West Order Form- CLEAR Services Addendum
Firm Name Hidalgo County Sheriff Department
Account # 1000382134

Additional Contract Information

NON-AVAILABLITY OF FUNDS FOR WestlawPRO GOVERNMENT SUBSCRIBERS (not available to non-government subscribers).

If Subscriber fails to receive sufficient appropriation of funds or authorization for the expenditure of sufficient funds to continue service under the Order Form, or if Subscriber receives a lawful order issued in or for any fiscal year during the Minimum Term or Renewal Term of the Order Form that reduces the funds appropriated or authorized in such amounts as to preclude making the payments set out therein, Subscriber may submit a written notice to West seeking cancellation of the service, the Subscriber Agreement and the Order Form, if permitted under applicable law. Subscriber shall provide West with notice not less than thirty (30) days prior to the date of cancellation, and shall include a written statement documenting the reason for cancellation, including the relevant statutory authority for cancelling, and an official document certifying the non-availability of funds (e.g., executive order, an officially printed budget or other official government communication). Upon West's receipt of a valid cancellation notice, Subscriber shall pay all charges incurred for any products and/or services received prior to the effective date of the cancellation (and in the case of print/CD-ROM products, return all unpaid print/CD-ROM products and updates)

Signature _____ Date_____

Zimbra **leticia.saenz@co.hidalgo.tx.us**

RE: Thomson Reuters Online Services Agreement

From : Josephine L. Ramirez <josephine.ramirez@da.co.hidalgo.tx.us> Wed, Jun 17, 2015 09:56 AM

Subject : RE: Thomson Reuters Online Services Agreement

To : 'Leticia H. Saenz' <leticia.saenz@co.hidalgo.tx.us>, 'victor garza' <victor.garza@da.co.hidalgo.tx.us>

Cc : 'Elena Gomez' <elena.gomez@co.hidalgo.tx.us>, 'Martha L. Salazar' <martha.salazar@co.hidalgo.tx.us>, 'Darlene H. Betancourt' <darlene.betancourt@co.hidalgo.tx.us>

Reply To : josephine ramirez <josephine.ramirez@da.co.hidalgo.tx.us>

Letty,

I have reviewed the attached Thomson Reuters Online Services Agreement and approve as to form.

Thank you,

Josephine Ramirez Solis
Assistant Criminal District Attorney
Chief - Civil Division
Office of Criminal District Attorney
Hidalgo County, Texas
100 N Closner Rm 303
Edinburg, TX 78539
(956) 318-2313 ext. 3823
(956) 318-2079 FAX
josephine.ramirez@da.co.hidalgo.tx.us

****
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****

-----Original Message-----
From: Leticia H. Saenz [mailto:leticia.saenz@co.hidalgo.tx.us]
Sent: Monday, June 15, 2015 11:55 AM
To: josephine.ramirez@da.co.hidalgo.tx.us; victor garza
Cc: Elena Gomez; Martha L. Salazar; Darlene H. Betancourt
Subject: Fwd: Thomson Reuters Online Services Agreement
Importance: High

Good morning, Ms. Josie-

Please review and approve as to form online services agreement (attached hereto) for the purposes of the procurement process under the Request for Sealed Quotes (RFSQ)for: INVESTIGATION SERVICES VIA ONLINE SERVICES for LAW ENFORCEMENT at HIDALGO COUNTY SHERIFF'S OFFICE.

*Note: will be placing on the next CC agenda for approval of the procurement process.

Please advise.

Respectfully,

Leticia H. Saenz, CPPB/Contracts Manager Hidalgo County Purchasing Department
2812 South Business Highway 281
Edinburg, Texas 78539
P (956) 318-2626 F (956) 318-2629
Email: leticia.saenz@co.hidalgo.tx.us

.. .D O N' T W O R R Y ... B E H A P PY.. .

HIDALGO COUNTY PURCHASING DEPARTMENT
PARTICIPATING BIDDER=S LOG
SPECIFICATIONS/BID PACKETS
QUOTE

QUOTE OPENING DATE: June12, 2015 **BID OPENING TIME: 9:30 A.M.**

DEPARTMENT/BID DESCRIPTION: Computer Assisted Investigative online Research-Sheriff's Office

BID NO: 2015-212-06-12-MEG

NAME OF BIDDER: COMPANY/FIRM	Quote REQUEST *VIA	SIGNATURE (IF APPLICABLE) OR INITIALS OF STAFF ADDRESSING MAILOUT	DATE	ADDRESS E-MAIL & PHONE NO
Thompson Reuter ---Clear Cory.thompson@thomsonreuters.com	Email	Elena Gomez	05/29/15	651-244-2543 1-800-762-5272
Lexis Nexis Yette Cleveland yvette.cleveland@lexisnexis.com brent.pyle@lexisnexis.com	Email	Elena Gomez	05/29/15	214-941-7055
L.E.A.D.S Mandie Brock mbrock@leadonline.com	Email	Elena Gomez	05/29/15	972-331-8762

IN PERSON (IP)
E-MAIL (EM)
TELEPHONE REQUEST (TR)
BIDDER LIST MAIL OUT (BLM)

AI-50123 **Purchasing Department** **22. I. 2.**

CC - REGULAR

Meeting Date: 06/23/2015

Submitted For: Richard Ozuna, SHERIFF DEPT. **Submitted By:** Oscar Garza, PURCHASING DEPT.

Department: SHERIFF DEPT.

Information

CAPTION

Approval to purchase **One (1) New 2016 Ford F-550 Wrecker**, from awarded vendor Rush Truck Centers of Texas LP, under contract #430-13 through the County's membership/participation with (TASB)-Buyboard Cooperative Purchasing Program in the amount of **$86,242.25** which includes delivery and a one time cooperative administration fee of $400.00.

BACKGROUND

As per Captain Richard Ozuna, funding acct # 5-1304-421-00-280-092-0-752 has been designated for proposed purchase.

Fiscal Impact

FISCAL YEAR: 2015 **ACCT. #:** 5-1304-421-00-280-092-0-752

FUNDS AVAILABLE Y/N?: YES **MATCHING FUNDS Y/N?:** NO

BUDGETARY IMPACT:

Acct #5-1304-421-00-280-092-0-752 has been appropriated for proposed purchase.

Attachments

backup doc

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	06/17/2015 10:59 AM
Budget & Management	Veronica Ortiz	06/17/2015 11:57 AM
Glinda Pacheco	Glinda Pacheco	06/18/2015 01:06 PM
Auditor's Office	Monica Badillo	06/19/2015 05:55 PM
Form Started By: Oscar Garza		Started On: 06/16/2015 02:10 PM
Final Approval Date: 06/19/2015		

SHERIFF'S OFFICE

(1) 2016 FORD F-550 WRECKER

Emai

Welc

Administration | RFQ | Reports | Shopping Cart

Vendor Contract Information

Back

Search:

All

Vendor Discounts Only

Catalog Pricing Only

Refine Your Search:

Vendors

Rush Truck Centers of Texas[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:	Rush Truck Centers of Texas
Address:	555 I.H. 35 South Suite 500
	New Braunfels, TX 78130
Phone Number:	(830) 626-5254
Email:	neubauerd@rushenterprises.com
Federal ID:	74-2786264
Contact:	Drew Neubauer
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. 43(fees as explained below, all vehicle fees (i.e. pre- deliver inspe Texas inspection, manufacturer destination fees, etc.) charged contract are included in the awarded vehicle base price(s). Veh price(s) are not allowed and should not appear on the awarded offered for purchase under the contract. The Cooperative servi is not included in the base pricing. Only those vendors whose a BuyBoard on a per mile basis may charge a vehicle delivery fe been communicated to Cooperative members.
Quote Reference Number:	430-13
Additional Dealers:	See Extended Exceptions for dealer list.

REVIEWED
By Oscar Garza at 8:56 am, Apr 17, 2015

FINAL

APPROVED
By Rudy Salinas at 2:04 pm, Jun 12, 2015

Contract Documents

Proposal Documents:	Click to view BuyBoard Proposal Documents
Extended Exceptions:	Click to view Extended Contract Exceptions

TEXAS LOCAL GOVERNMENT PURCHASING COOPERATIVE
BUYBOARD

Vendor	*RUSH TRUCK CENTER*	Date Prepared	*5/28/2015*
Contact for Vendor:	*DREW NEUBAUER*	Phone 830-626-5254	
End User:	*County of Hidalgo Sheriff Office*		
End User Contact:	*Capt. Richard Ozuna*	Phone/Fax	*(956) 383-8114*
Product Description:	*2016 Ford F-550*		

A: Base Price in Bid/Proposal Number:	430-13		Series:	550	$27,390.00

B: Published Options(*Itemize Below*)

	DESCRIPTION	AMOUNT	OPT #	DESCRIPTION	AMOUNT
Ford	X5H	$ 7,825.00	Ford	4x4 Electronic Shift-On-The-Fly	$ 185.00
Ford	6.7L V-8 Diesel	$ 8,180.00	Ford	Transmission PTO Provision	$ 280.00
Ford	6-Spd Auto	$ 190.00	Ford	28 Gallon Midship Fuel Tank	$ 125.00
Ford	4.88 Limited Slip	$ 360.00	RTC-0781	Jerr-Dan HPL-60	$ 35,394.00
Ford	19,500 Payload Plus Upgrade Package	$ 1,155.00	RTC-0051	Rush Care Package	$ 1,236.00
Ford	225/70Rx19.5G BSW Max Traction	$ 215.00	RTC-1059	Lot Insurance	$ 356.00
Ford	Extra Heavy-Service Suspension Package	$ 125.00	RTC-1060	Floor Plan Interest	$ 285.00
Ford	Low Deflection Package	$ 110.00			
Subtotal Column 1:	$ 18,110.00		Subtotal Column 2:	$ 37,861.00	

Published Options added to Base Price(*Subtotal of "Col 1" & "Col 2"*)	$ 55,971.00
C: Subtotal of A + B	$83,361.00

D: Non Published Options

Jerr-Dan MPL-40 Bed with Options		$2,281.00				
Subtotal Column 1:	$2,281.00		Subtotal Column 2:	$ -		

Unpublished Options added to Base price (*Subtotal "Col 1 + Col 2"*)	$2,281.00
E: Contract Price Adjustment (*If any, explain here*)	
5% Optional Equipment Discount Per line 131 contract 430-13	$ (543.75)
F: Total of C + D +/- E	$85,098.25
G: Quantity ordered Units: 1.00 x F	$ 85,098.25
H: BUYBOARD Administrative Fee %	$ 400.00

I: Non-Equipment Charges & Credits (*I.e.: Ext. Warranty, Trade-In, Delivery, etc.*)

Freight	$ 744.00					

	$ 744.00
J: TOTAL PURCHASE PRICE INCLUDING (G+H+I)	$86,242.25

CNGP530 VEHICLE ORDER CONFIRMATION 04/16/15 11:29:06

==> _____ _____ Dealer: F52923

2014 F-SERIES SD Page: 1 of 1

Order No: 4000 Priority: B4 Ord FIN: KE653 Order Type: 5B Price Level: 420

Ord PEP: 660A Cust/Flt Name: BUYBOARD PO Number:

		RETAIL			RETAIL
F5G	F550 4X2 CHAS/C	$35645	425	50 STATE EMISS	NC
	165" WHEELBASE		63B	CLN IDLE DECAL	NC
Z1	OXFORD WHITE		65Z	AFT AXLE TANK	NC
A	VNYL 40/20/40		67D	XTR HVY DTY ALT	NC
S	STEEL			SP FLT ACCT CR	
660A	PREF EQUIP PKG			FUEL CHARGE	
	.XL TRIM			DEST AND DELIV	1195
572	.AIR CONDITIONER	NC	TOTAL	BASE AND OPTIONS	44995
	.AM/FM STER/CLK		TOTAL		44995
99T	6.7L V8 DIESEL	7965	*THIS IS NOT AN INVOICE*		
44W	6-SPEED AUTO	190			
TFB	.225 BSW AS 19.5				
X41	4.10 REG AXLE	NC			
	18000# GVWR PKG				
	LESS TPMS				

F1=Help F2=Return to Order F3/F12=Veh Ord Menu

F5=Add to Library

S005 - INQUIRY IS COMPLETE. QD06208

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
Rush Truck Centers of Texas[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: 27

Vendor	Description	Pricing Sheet	Price	Qty	Add to Cart
Rush Truck Centers of Texas	Ford F-550 Chassis Cab DRW (F5G). F-550, regular cab chassis, DRW, 6.8L V10, automatic transmission, 141" wheelbase, 18,000lbs GVWR, complete with all manufacturer's standard equipment. Line Item 117	N/A	$27,390.00		Add Hide Details

Extended Product Information

Brand: Ford

Part Number: Ford F-550

Unit Measure: EA

Full Description: Ford F-550 Chassis Cab DRW (F5G). F-550, regular cab chassis, DRW, 6.8L V10, automatic transmission, 141" wheelbase, 18,000lbs GVWR, complete with all manufacturer's standard equipment. Line Item 117

Rush Truck Centers of Texas	Peterbilt Model 579. Aero cab, PACCAR MX-13 engine, 380 HP, Fuller 10 speed transmission, front axle weight 12000-20000lbs, rear axle weight 38000-46000lbs, 50000 GVWR, 131" BBC, complete with all manufacturer's standard equipment. Line Item 266.1	N/A	$127,580.00		Add Show Details

Showing 1 to 2 of 2 entries (filtered from 57 total entries)

First | Previous | 1 | Next | Last

Contact us 800-695-2919

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
112	Ford F150, Regular Cab, CNG/LPG	Full Size Pickup	**F-150 Pickup, Regular Cab** -- F-150, CNG/LPG, 1/2 ton, regular cab, 4x2, 6.5' Bed, 3.7L V6, compete with all manufacturer's standard equipment	$14,000	Ford F150	Attached separate sheet with upgrade options to include all manufacturer options including alternative fuel choice equipment (CNG, LPG, Hybrid, etc.)
113	Ford F250, Regular Cab (F2A)	Full Size Pickup	**F-250 Pickup, Regular Cab (F2A)** -- F-250, 3/4 ton, regular cab, 4x2, 8' Bed, 6.2L V8 engine, automatic transmission, complete with all manufacturer's standard equipment	$16,550	Ford F250 (F2A)	Attached separate sheet with upgrade options to include all manufacturer options including alternative fuel choice equipment (CNG, LPG, Hybrid, etc.)
114	Ford F350 SRW, Regular Cab (F3A)	Full Size Pickup	**F-350 Pickup, Regular Cab (F3A)** -- F-350, 1 ton, Regular Cab, 4x2 SRW, 8' Bed, 6.2L V8 engine, automatic transmission, complete with all manufacturer's standard equipment	$17,750	Ford F350 (F3A)	Attached separate sheet with upgrade options to include all manufacturer options including alternative fuel choice equipment (CNG, LPG, Hybrid, etc.)
115	Ford F350 SRW, Chassis Cab (F3E)	Chassis Cab	**F-350 Chassis Cab (F3E)** -- F-350, Regular Cab Chassis, SRW, 6.2L V8 engine, automatic transmission, 141" wheelbase, 10,200lbs GVWR, complete with all manufacturer's standard equipment	$18,200	Ford F350 (F3E)	Attached separate sheet with upgrade options to include all manufacturer options including alternative fuel choice equipment (CNG, LPG, Hybrid, etc.)
116	Ford F450 DRW, Chassis Cab (F4G)	Chassis Cab	**F-450 Chassis Cab (F4G)** -- F-450, Regular Cab Chassis, DRW, 6.8L V10 engine, automatic transmission, 141" wheelbase, 16,500lbs GVWR, complete with all manufacturer's standard equipment	$24,800	**Ford F450 (F4G)**	Attached separate sheet with upgrade options to include all manufacturer options including alternative fuel choice equipment (CNG, LPG, Hybrid, etc.)
117	Ford F550 DRW, Chassis Cab (F5G)	Chassis Cab	**F-550 Chassis Cab (F5G)** -- F-550, Regular Cab Chassis, DRW, 6.8L V10, automatic transmission, 141" wheelbase, 18,000lbs GVWR, complete with all manufacturer's standard equipment	$25,500	Ford F550 (F5G)	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.

Rush Truck Center Dallas LMD
4000 Irving Blvd., Dallas, Texas, 75247
Office: 214-631-2050

Customer Proposal

Prepared By:
Colton Kruse
Office: 830-626-5145
Email: krusec@rushenterprises.com

Date: 04/15/2015
Vehicle: 2016 F-550 Chassis XL
4x4 SD Super Cab 162" WB DRW

Selected Options

Code	Description	MSRP
Base Vehicle		
X5H	Base Vehicle Price (X5H)	43,470.00
Packages		
660A	Order Code 660A	N/C
	Includes: *- Wheels: 19.5" Argent Painted Steel* *Hub covers/center ornaments not included.* *- HD Vinyl 40/20/40 Split Bench Seat* *Includes driver side manual lumbar, center armrest, cupholder and storage.* *- Radio: AM/FM Stereo w/Digital Clock* *Includes 2 speakers.*	
Powertrain		
99T	Engine: 6.7L 4V OHV Power Stroke V8 Turbo Diesel B20	8,130.00
	Includes intelligent oil-life monitor and turbo gauges. *Includes:* *- Dual 78-AH 750-CCA Batteries* *- 200 Amp Extra Heavy Duty Alternator*	
44W	Transmission: TorqShift 6-Speed Automatic	190.00
	Includes SelectShift.	
X8L	Limited Slip w/4.88 Axle Ratio	360.00
68M	GVWR: 19,500 lb Payload Plus Upgrade Package	1,155.00
	Includes upgraded frame, rear-axle and springs and low deflection/high capacity. Increases max RGAWR to 14, 706. NOTE: See Order Guide Supplemental Reference for further details on GVWR.	
Wheels & Tires		
TGB	Tires: 225/70Rx19.5G BSW Max Traction	215.00
	Includes 4 traction tires on the rear and 2 traction tires on the front. Not recommended for over the road applications; could incur irregular front tire wear and/or NVH. Optional spare is 225/70Rx19.5G BSW traction.	
64Z	Wheels: 19.5" Argent Painted Steel	N/A
	Hub covers/center ornaments not included.	
Seats & Seat Trim		
A	HD Vinyl 40/20/40 Split Bench Seat	Included
	Includes driver side manual lumbar, center armrest, cupholder and storage.	
Other Options		
PAINT	Monotone Paint Application	N/A

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.

Selected Options (cont'd)

Code	Description	MSRP
162WB	162" Wheelbase	N/A
67X	Extra Heavy-Service Suspension Package	125.00
	Includes pre-selected extra heavy-service front springs (see Order Guide Supplemental Reference for springs/FGAWR of specific vehicle configurations). Recommended only on vehicles which will permanently utilize aftermarket equipment such as heavy duty winches, brush guards or other apparatus which loads the front axle to the specified Gross Axle Weight Rating (GAWR). NOTE 1: May result in a deterioration of ride quality. NOTE 2: Vehicle ride height will increase with the addition of this package.	
86S	Low Deflection Package	110.00
	Includes 2-inch spacer blocks. Recommended for rear-biased loading, such as wrecker/retriever applications.	
213	4x4 Electronic-Shift-On-The-Fly (ESOF)	185.00
	Includes manual locking hubs and auto rotary control on instrument panel.	
62R	Transmission Power Take-Off Provision	280.00
	Includes transmission mounted live drive and stationary mode PTO.	
65M	28 Gallon Mid Ship Fuel Tank	125.00
587	Radio: AM/FM Stereo w/Digital Clock	N/A
	Includes 2 speakers.	
Interior Colors		
AS	Steel	N/C
Primary Colors		
Z1	Oxford White	N/C

SUBTOTAL	$54,345.00
Destination Charge	$1,195.00
TOTAL	$55,540.00

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.

BODY MFGR	MODEL NAME	RUSH TRUCK CENTER OPTION NUMBER:	OPTION DESCRIPTION	OFFERED PRICE
GENERAL BODY	6000lbs. Capacity. 20' boom power rotation, elevation and extension. Includes manual outriggers, boom rest and spring work as required. Auto trans PTO w/direct mount pump. Pendant control	RTC 0776	6000lbs. Capacity. 20' boom power rotation, elevation and extension. Includes manual outriggers, boom rest and spring work as required. Auto trans PTO w/direct mount pump. Pendant control	$ 25,215
GENERAL BODY	Full hydraulic outriggers in lieu of manual outriggers	RTC 0777	Full hydraulic outriggers in lieu of manual outriggers	$ 2,519
GENERAL BODY	8000lbs. Capacity. 20' boom power rotation, elevation and extension. Includes manual outriggers, boom rest and spring work as required. Auto trans PTO w/direct mount pump. Pendant control	RTC 0778	8000lbs. Capacity. 20' boom power rotation, elevation and extension. Includes manual outriggers, boom rest and spring work as required. Auto trans PTO w/direct mount pump. Pendant control	$ 26,908
GENERAL BODY	Full hydraulic outriggers in lieu of manual outriggers	RTC 0779	Full hydraulic outriggers in lieu of manual outriggers	$ 2,519
RUSH	*JERR DAN HPL-35*	RTC 0780	LIGHT DUTY WRECKER, 60" C.A. STEEL BODY	$24,855
RUSH	*JERR DAN HPL-60*	RTC 0781	LIGHT DUTY WRECKER, 84" C.A. STEEL BODY	$35,394
RUSH	*JERR DAN MPL-NGS*	RTC 0782	LIGHT DUTY WRECKER, 60" C.A. STEEL BODY	$25,694
RUSH	*JERR DAN 280/110 INTERGRATED*	RTC 0783	14 TON MD DUTY, 108" C.A. STEEL, COMPOSIT BODY	$61,728
RUSH	*JERR DAN 280/110 INDEPENDENT*	RTC 0784	14 TON MD DUTY, 108" C.A. STEEL, COMPOSIT BODY	$64,135
RUSH	*JERR DAN 320/110 INTERGRATED*	RTC 0785	16 TON MED DUTY, 109" C.A. STEEL, COMPOSIT BODY	$67,856
RUSH	*JERR DAN 320/110 INDEPENDENT*	RTC 0786	16 TON MED DUTY, 109" C.A. STEEL, COMPOSIT BODY	$70,260
RUSH	*JERR DAN HDL 500/280*	RTC 0787	25 TON, H.D. 116" C.T. STEEL, COMPOSIT BODY	$108,244
RUSH	*JERR DAN HDL 600/350*	RTC 0788	30 TON, H.D. 116" C.T. STEEL, COMPOSIT BODY	$122,361
RUSH	*JERR DAN HDL 700/350*	RTC 0789	35 TON, H.D. 116" C.T. STEEL, COMPOSIT BODY	$146,545
RUSH	*JERR DAN HDL 1000/530*	RTC 0790	50 TON, H.D. 176" C.T. STEEL, COMPOSIT BODY	$192,143
RUSH	*JERR DAN 21RRSB CARRIER*	RTC 0791	10,000 LBS CAPACITY\; 8,000 LB WINCH; 3,500 LB WHEEL LIFT	$28,375
RUSH	*28FT ROLL BACK BODY*	RTC 0792	28 FOOT ROLL BACK BODY	$48,469
DAVIS BODY	9' STATIONARY PLATFORM FOR 60" CA (PLATFORM ONLY)	RTC 0793	9' STATIONARY PLATFORM FOR 60" CA (PLATFORM ONLY)	2183.85
DAVIS BODY	9' PLATFORM WITH WOOD FLOOR	RTC 0794	9' PLATFORM WITH WOOD FLOOR	$ 2,413.85
DAVIS BODY	9' PLATFORM W/10GA STEEL FLOOR	RTC 0795	9' PLATFORM W/10GA STEEL FLOOR	$ 2,413.85

RECEIVED
By Oscar Garza at 2:11 pm, May 15, 2015

JERR-DAN
An Oshkosh Truck Corporation Company

A Number Configuration

A Number A6690152
List Price $37,675 (Price difference from RTC-0781) Published Option
Package 0
Configuration MPL-40, MPL40 W/RECOVERY BOOM, CRATE, DOMESTIC, MPL40 STANDARD, PYLON 38" ALUM MPL BODY, GRD 4K HYD MPL40, BDY ALUM 60CA, CMK 2011 FD DSL 60CA, HYD CLUTCH PUMP 2012 FORD (D), CBL 3/8X110 2T EIPS (QTY2), WNCH DUAL8K WRM W/SWIVEL MPL40, CHASSIS SINGLE AXLE, CTL HYD SOL CONT 4SOL 12V, 2016, FORD F450, 4X4, DIESEL, EXTENDED, 60" CA/CT, MUD FLAPS, LD TOW SLING DUAL WNCH MPL40, S/P 4FUNC INDASH FD OEM SDW, LTS BDY LED STT 12V NG, AUTO, STANDARD COLORS, NO HYD OIL SHIP OUT KIT, FENDER 3.5" TUB ALUM BODY, CTL ELEC REM MEMBRANE 12V, LTS PYLON LED 1PR MRKR 12V, ALARM BACKUP FIXED 97DB, LTBAR AMB, WHELEN, 60", SPR 164WB FD DCP MPL40, DECK COVER PLATE, HLF NO SPADE NO U/L SHEAVE, NO ANTI-STALL CONTROL
Base Price 0.00

Class	Code	Description	Price
WGD	042	GRD 4K HYD MPL40	5750.00
WCO	033	CBL 3/8X110 2T EIPS (QTY2)	208.00
TBO	018	LD TOW SLING DUAL WNCH MPL40	1716.00
TBM	359	MPL40 W/RECOVERY BOOM	9436.00
SPO	035	S/P 4FUNC INDASH FD OEM SDW	48.00
SPH	020	SPR 164WB FD DCP MPL40	244.00
SPC	474	MPL40 STANDARD	0.00
PTT	139	HYD CLUTCH PUMP 2012 FORD (D)	2092.00
PNT	103	STANDARD COLORS	0.00
MUD	027	MUD FLAPS	58.00
MKT	084	DOMESTIC	0.00
MKL	001	LTS PYLON LED 1PR MRKR 12V	27.00
MDT	523	MPL-40	0.00
LTB	004	LTBAR AMB, WHELEN, 60"	1460.00
LPY	025	PYLON 38" ALUM MPL BODY	797.00
LGP	031	LTS BDY LED STT 12V NG	221.00
HYL	003	HLF NO SPADE NO U/L SHEAVE	258.00
HFL	040	NO HYD OIL SHIP OUT KIT	0.00
FFI	005	FENDER 3.5" TUB ALUM BODY	117.00

ECS	020	CTL ELEC REM MEMBRANE 12V	645.00
CTS	215	CTL HYD SOL CONT 4SOL 12V	3225.00
CMK	040	CMK 2011 FD DSL 60CA	294.00
CHY	019	2016	0.00
CHW	002	4X4	0.00
CHT	001	AUTO	0.00
CHM	002	FORD F450	0.00
CFT	002	DIESEL	0.00
CCB	002	EXTENDED	0.00
CAX	001	60" CA/CT	0.00
BWO	010	WNCH DUAL8K WRM W/SWIVEL MPL40	4817.00
BUA	001	ALARM BACKUP FIXED 97DB	34.00
BIC	003	CRATE	167.00
BDY	043	BDY ALUM 60CA	6232.00
BDF	001	DECK COVER PLATE	86.00
AXE	044	CHASSIS SINGLE AXLE	0.00
ASC	003	NO ANTI-STALL CONTROL	0.00

BODY AND TOOLBOX	JERR-DAN PRIMER URET
LIGHT PYLON	JERR-DAN PRIMER URET
PUSH BUMPER	JERR-DAN GLOSS BLACK
SUBFRAME	JERR-DAN GLOSS BLACK
UNDERLIFT KNEE BOOM	JERR-DAN GLOSS BLACK
UNDERLIFT BASE BOOM	JERR-DAN GLOSS BLACK
UNDERLIFT FLY BOOM	JERR-DAN GLOSS BLACK
UNDERLIFT CROSSBAR	JERR-DAN GLOSS BLACK
UNDERLIFT GRID	JERR-DAN GLOSS BLACK
RECOVERY FLY BOOM	JERR-DAN GLOSS BLACK
RECOVERY WINCH	JERR-DAN GLOSS BLACK
RECOVERY SHEAVE	JERR-DAN GLOSS BLACK

BODY MFGR	MODEL NAME	RUSH TRUCK CENTER OPTION NUMBER:	OPTION DESCRIPTION	OFFERED PRICE
RUSH	STROBE LIGHTS	RTC 0046	LITE BAR	$ 1,725
RUSH	SEALED GATE	RTC 0047	DUMP BODY	$ 863
RUSH	VIBRATOR	RTC 0048	DUMP BODY	$ 2,588
RUSH	SHOP LABOR	RTC 0049	MOUNTING [Per Hour]	$ 95.00
RUSH	DUMP PREP PACKAGE	RTC 0050	DUMP PREP PACKAGE	$ 3,393
RUSH	P.D.I SERVICE PACK	RTC 0051	P.D.I. SERVICE PACK	$ 1,236
RUSH	SHOP LABOR	RTC 0052	PAINTING [Per Hour]	$ 95.00
RUSH	BODY PREP	RTC 0053	BODY PREPARATION PACKAGE	$ 2,438
WARREN	WSC5519	RTC 0054	CLASS 20 8'-11' BODIES	$ 4,025
WARREN	U50-717	RTC 0055	CLASS50 8'-9'	$ 4,370
WARREN	U60-823	RTC 0056	CLASS 50 9'-10' BODIES	$ 4,485
WARREN	U70-824	RTC 0057	CLASS 70 12' BODIES	$ 4,485
WARREN	U110-8824	RTC 0058	CLASS 110 13'-14' BODIES	$ 6,095
RUSH	DEF,FUEL, & WASH	RTC 0059	FUELING	$ 950.00
WARREN	T-10-585	RTC 0060	CLASS 70 10' BODIES	$ 4,370
WARREN	T-10-6385	RTC 0061	CLASS 90 10' BODIES	$ 4,485
WARREN	VTLW-6397	RTC 0062	CLASS 100 12' BODIES	$ 4,600
WARREN	VTLW-63110	RTC 0063	CLASS 110 13-14' BODIES	$ 4,888
WARREN	VTLW-63126	RTC 0064	CLASS 120 15-16' BODIES	$ 4,888
WARREN	VTLW-63142	RTC 0065	CLASS 120 17-18' BODIES	$ 5,175
WARREN	VTLW-74135	RTC 0066	CLASS 120 16-17' BODIES	$ 5,175
WARREN	VTLW-74167	RTC 0067	CLASS 120 18-19' BODIES	$ 5,693
RUSH	HEADACHE RACK	RTC 0068	ALUMINUM CAB PROTECTOR	$ 2,013
RUSH	EPORTAL LISTING	RTC 0069	ANNUAL SERVICE PACKAGE	$ 460
RUSH	10'	RTC 0070	10'	$ 6,095
RUSH	12'	RTC 0071	12'	$ 6,095
RUSH	14'	RTC 0072	14'	$ 6,900
RUSH	16'	RTC 0073	16'	$ 7,360
RUSH	18'	RTC 0074	18'	$ 8,050
RUSH	20'	RTC 0075	20'	$ 8,280
RUSH	22'	RTC 0076	22'	$ 8,970
RUSH	24'	RTC 0077	24'	$ 9,660
RUSH	16' Reefer Body	RTC 0078	Body and cooling unit	$ 30,959
RUSH	20' Reefer Body	RTC 0079	Body and cooling unit	$ 32,308
RUSH	24' Reefer Body	RTC 0080	Body and cooling unit	$ 34,997
RUSH	HEATED FLOOR	RTC 0083	HEATED FLOOR	$ 3,450
RUSH	STAKE SIDES FOR FLAT BEDS [Per Foot]	RTC 0084	STAKE SIDES FOR FLAT BEDS [Per Foot]	$ 127
RUSH	SAFETY CAGE	RTC 0085	FOR HIGH LIFT	$ 3,766
RUSH	APPROACH LADDER	RTC 0086		$ 748
RUSH	LUBE TRUCK	RTC 0087	BASIC 1K TANK BODY	$ 62,000.00

BODY MFGR	MODEL NAME	RUSH TRUCK CENTER OPTION NUMBER:	OPTION DESCRIPTION	OFFERED PRICE
Terex	TC65	RTC 1034	Non-Overcenter Material Handling Aerial Device- 70 ft working height	$ 124,165.00
Terex	C4045 TM	RTC 1035	Commander Center Mount Derrick with TM winch- Sheeve 45 ft	$ 126,298.75
Terex	C4045 PG	RTC 1036	Commander Center Mount Derrick with PG winch- Sheeve 45 ft	$ 125,422.50
Terex	C4047 TM	RTC 1037	Commander Center Mount Derrick with TM winch- Sheeve 47 ft	$ 129,090.00
Terex	C4047 PG	RTC 1038	Commander Center Mount Derrick with PG winch- Sheeve height 47'	$ 129,090.00
Terex	C4050 TM	RTC 1039	Commander Center Mount Derrick with TM winch- Sheeve height 50 ft	$ 138,856.25
Terex	C6054	RTC 1040	Commander Center Mount Derrick- Sheeve height 54 ft	$ 173,667.50
Terex	C6060	RTC 1041	Commander Center Mount Derrick- Sheeve height 60 ft	$ 173,667.50
Terex	General 65	RTC 1042	General Center Mount Derrick- Sheeve height 65 ft	$ 234,757.50
RUSH	REAR STEER APPLICATION	RTC 1043	REAR STEER FOR LOADER APPLICATION	$ 53,747.50
PAC-MAC	SHUTTLE LOADER	RTC 1044	SHUTTLE LOADER	$ 60,500.00
RUSH	CNG CONVERSION	RTC 1045	CUMMINS "L" only	$ 49,937.50
RUSH	FRAME CLEAN	RTC 1046	Clean Stock Frame for Body Install	$ 1,781.25
DICKSON	RUMBLER 6200	RTC 1047	Rumble Strip Machine	$ 244,375.00
MRL	PAINT STRIPER	RTC 1048	Paint Striper	$ 190,000.00
MRL	PAINT STRIPER	RTC 1049	Thermoplastic Paint Striper	$ 281,250.00
		RTC 1050	Sewer Unit	
Amthor	Septic Tank	RTC 1051	1250 Portable Restroom Tank	$ 32,990
Amthor	Septic Tank	RTC 1052	2000 Gallon Portable Restroom Tank	$ 34,990
Amthor	Septic Tank	RTC 1053	2500 Gallon Vacuum Tank	$ 34,950
Amthor	Septic Tank	RTC 1054	4000 Gallon Vacuum Tank	$ 39,990
Amthor	Propane Tank	RTC 1055	3499 Gallon Propane Tank	$ 55,950
CLS	Jetter Body	RTC 1056	2,000 Gallon Jetter Body	$ 81,500
VacCon		RTC 1057	Single Engine 11 CY Jetter/Blower w/ 80 gpm	$ 213,000
Rush	Ford Make Ready	RTC 1058	Dealer Prep / Make Ready	$ 200
Rush	Lot Insurance	RTC 1059	Lot Insurance	2% of sales price
Rush	Flooring	RTC 1060	Dealership Flooring	2% of sales price

Zimbra **oscar.garza@co.hidalgo.tx.us**

FW: Price Verification for 550 Wrecker 5-15-15

From : GonzalezJ@RushEnterprises.Com Thu, May 28, 2015 01:09 PM
Subject : FW: Price Verification for 550 Wrecker 5-15-15 4 attachments
To : oscar garza <oscar.garza@co.hidalgo.tx.us>

Oscar
As per your request.

Thank you

Joe L. Gonzalez

From: Kruse, Colton [RASI-Medium Duty Trucks]
Sent: Thursday, May 28, 2015 11:54 AM
To: Gonzalez, Jose [PHARR-New Sales]
Cc: Hedfelt, Theodore [PHARR-New Sales]; Neubauer, Drew [RASI-Medium Duty Trucks]
Subject: RE: Price Verification for 550 Wrecker 5-15-15

Joe:

1. DATE: Date on the quote has been revised.
2. SECTION B: Attached is the MSRP for the X5H and the baseline for the F5G.
3. SECTION B: That 5% discount is for optional equipment bought in the dealership added after the truck has been built. (Aftermarket options not Ford Options i.e. bed liners, grille guards, etc.)
4. RTC-0781: The difference in the price of the bed is the additional equipment requested for by the customer.
5. SECTION I: The charge is for the delivery of the unit to the customer. Since the bed has to be up-fitted in Dallas and Jerr-Dan does not have a Ford ship-thru that we could use to keep the freight charges down.

Let me know if you have any questions.

Thank you,

Colton Kruse
Corporate Account Sales Representative
Rush Enterprises | 555 IH-35 South Suite 500 | New Braunfels, TX 78130
Toll Free 800-973-7874 | Direct: 830-626-5145 | Mobile: 210-392-2213
www.rushenterprises.com | www.rushtruckcenters.com
NASDAQ – RUSHA

From: Gonzalez, Jose [PHARR-New Sales]

Zimbra **oscar.garza@co.hidalgo.tx.us**

Price Verification for 550 Wrecker 5-15-15

From : Oscar Garza <oscar.garza@co.hidalgo.tx.us> Wed, May 27, 2015 09:01 AM

Subject : Price Verification for 550 Wrecker 5-15-15 2 attachments

To : Neubauer Drew <neubauerd@rushenterprises.com>

Cc : Joe Gonzalez <gonzalezj@rush-enterprises.com>, Richard Ozuna <richard.ozuna@hidalgoso.org>, Connie Burkett <connie.burkett@tasb.org>

Drew, can you please review the attached concerns and let me know how soon we can resolve this inasmuch as that the Sheriff's Department would like to push forward.

1. DATE: Revise date on quote
2. Section B: Need MSRP for X5H
3. Section B: Need quote to reflect the 5% discount as per Item #131 of the Buyboard Contract
4. RTC-0781 I have the Jerr Dan breakdown; however the difference, is this because of a price increase or because of additional equipment required for this unit.
5. Section I: Is this charge for mileage, delivery....please advise.

Should you have any questions, please let me know.

Thank you!

Please let me know.

Thank you!

--

Oscar Garza, Program Coordinator
2802 So Bus. Hwy 281
Postal Mailing Address:
2812 So. Bus 281 & Corner of Canton Rd.
Edinburg, TX 78539

BuyBoard®
Cooperative Purchasing
12007 Research Boulevard • Austin, Texas 78759-2439
PH: 800-695-2919 • FAX: 800-211-5454 • www.vendor.buyboard.com

FEDERAL AND STATE/PURCHASING COOPERATIVE DISCOUNT COMPARISON FORM

The Cooperative strives to provide its members with the best services and products at the best prices available. The Cooperative determines whether prices/discounts are fair and reasonable by comparing prices/discounts stated in your Proposal with prices/discounts you offer federal and state entities and other interlocal purchasing cooperatives (collectively referred to as "purchasing cooperative" in this form). Please respond to the following questions.

1. Provide the dollar value of sales to or through purchasing cooperatives at or based on an established catalog or market price during the previous 12-month period or the last fiscal year: $5,521.300. (The period of the 12 month period is 10/30/2012 / 9/30/2013). In the event that a dollar value is not an appropriate measure of the sales, provide and describe your own measure of the sales of the item(s).

2. Based on your written discounting policies are the discounts you offer the Cooperative equal to or better than the best price you offer other purchasing cooperatives acquiring the same items regardless of quantity or terms and conditions?

   YES **X** NO☐

3. Based on your written discounting policies, provide the information requested below for other purchasing cooperatives, either in the chart below or in an equivalent format. Rows should be added to accommodate as many purchasing cooperatives as required.

PURCHASING GROUP	DISCOUNT (%)	QUANTITY/VOLUME	FOB TERM
1. Federal General Services Adm.			
2. T-PASS			
3. U.S. Communities Purchasing Alliance			
4. The Cooperative Purchasing Network			
5. Houston-Galveston Area Council	**10%**	$5.5 Million	Net 30
6. Other			

☐ **MY COMPANY DOES NOT CURRENTLY HAVE ANY OF THE ABOVE OR SIMILAR TYPE CONTRACTS.**

CURRENT BUYBOARD VENDORS

If you are a current BuyBoard vendor, indicate the discount for your current BuyBoard contract and the proposed discount in this Proposal. Explain any difference between your current and proposed discounts.

Current Discount (%): 10% **Proposed Discount (%):** 10%

Explanation: _____

By signature below, I certify that the above is true, complete and accurate and that I am authorized by my company to make this certification.

Rush Truck Centers of Texas, LP
Company Name

X _____
Signature of Authorized Company Official

Steve Taylor
Printed Name

P.O. Box 400
Austin, TX 78767-0400
800.695.2919 | 512.467.0222 | Fax: 800.211.5454
buyboard.com

RECEIVED
By Oscar Garza at 2:26 pm, Dec 11, 2013

November 6, 2013

Sent Via E-mail: neubauerd@rushenterprises.com

Drew Neubauer
Rush Truck Centers of Texas
555 I.H. 35 South Suite 500
New Braunfels, TX 78130

Proposal Name & Number: Vehicles/Heavy Duty Trucks, Options/Repairs, Service & Labor #430-13

Congratulations, your company has been successful on the above referenced proposal! This contract will be effective December 1, 2013. The contract documents are those identified in Section 3 of the General Terms and Conditions of the specifications.

To see the items your company has been awarded, please review the proposal tabulation #430-13 on the following web-site: www.vendor.buyboard.com. Only items marked as awarded to your company can be sold through the BuyBoard contract. In addition, on this website you will find the membership list which will provide you with the names of all entities with membership in our purchasing cooperative.

Attached to this letter you will find the following documents:

Vendor Quick Reference Sheet
Electronic Catalog Format Instructions
Vendor Billing Procedures

Receipt of a purchase order directly from a Cooperative member is not within the guidelines of the Cooperative. Accepting orders directly from member entities may result in a violation of the State of Texas competitive bid statute and cancellation of the proposal award therefore all orders must be processed through the Cooperative in order to comply. We request your assistance in immediately forwarding by fax (1-800-211-5454) to the cooperative any orders received directly from member entities. If by chance an order sent directly to you has been unintentionally processed, please fax it to the Cooperative (1-800-211-5454) and note it as **RECORD ONLY** to prevent duplication.

Per proposal specifications, awarded vendors will have 60 days to submit their electronic catalog including pricing. If the electronic data is not provided within 60 days of notice of award, we reserve the right to inactivate any company's award information from the BuyBoard until such time the electronic data is received.

On behalf of the Texas Association of School Boards, we appreciate your interest in the Cooperative and we are looking forward to your participation in the program. If you have any questions, please contact Arturo Salinas at 800-695-2919 ext. 6200.

Sincerely,
Melonie Perry
Melonie Perry
Bid Administrator

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	$125		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	$ 1.50/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.

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)	0%		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	0%		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	5%		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: 179456546

ENTITY	Rush Truck Centers Of Texas, Lp	Status:Active
DUNS: 179456546	+4:	CAGE Code: 74G17 DoDAAC:
Expiration Date: Apr 2, 2016	Has Active Exclusion?: No	Delinquent Federal Debt?: No
Address: 4700 N CAGE BLVD City: PHARR ZIP Code: 78577-9694		State/Province: TEXAS Country: UNITED STATES

REVIEWED
By Oscar Garza at 4:15 pm, Jun 11, 2015

AI-49979 **Purchasing Department** **22. J. 1.**

CC - REGULAR

Meeting Date: 06/23/2015

Submitted For: Marty Salazar, PURCHASING DEPT.

Submitted By: Sandra Montalvo, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

Presentation of the sole responsible vendor (Master Fibers Inc.) submitting the lowest and best bid [and met all specifications, and requirements] including the approval of contract for: "Hidalgo County Clerk's Office-Purchase, Removal & Related Services for Shredded & Recyclable Materials" (RFB No.2015-143-05-27-SMA.)

BACKGROUND

1. Current contract expires on July 12, 2015;
2. Two vendor requested and provided RFB Packets;
3. One sole bid received;
4. If approved, new contract will commence on July 13, 2015.

Fiscal Impact

FISCAL YEAR: **ACCT. #:**

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

BUDGETARY IMPACT:

No budgetary impact for expenditure. Revenue generating only
On an "as needed basis"

Attachments

depts recommendation, bid tab, participation sheet
Contract# C-15-143-06-23-Master Fibers Inc-Hid Co
email frm legal-apprved contract

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	06/15/2015 02:57 PM
Budget & Management	Veronica Ortiz	06/15/2015 03:21 PM
Glinda Pacheco	Glinda Pacheco	06/16/2015 11:40 AM

Auditor's Office	Monica Badillo	06/19/2015 05:54 PM
Form Started By: Sandra Montalvo		Started On: 06/04/2015 09:04 AM
Final Approval Date: 06/19/2015		

Hidalgo County Purchasing Department
2812 S. Business Highway 281
New Administration Building
Edinburg, Texas 78539
(956) 318-2626/ Fax: (956) 318-2629

RECEIVED
JUN 08 2015
By NC 1:45pm

MEMORANDUM

(Department's Recommendation)

TO: Arturo Guajardo, County Clerk
Hidalgo County Clerk's Office

ATTN: **Noe Lopez** via email: noe.lopez@hidalgocountyclerk.us
Priscilla Torres via email: priscilla.torres@co.hidalgo.tx.us

FROM: Sandra Montalvo, Buyer II
Hidalgo County Purchasing Department

DATE: **May 27, 2015**

RE: BID AWARD RECOMMENTDATION REQUEST Bid No.:2015-143-05-27-SMA-**HIDALGO COUNTY CLERK'S OFFICE**-"***Purchase, Removal & Related Services for Shredded and Recyclable Materials***"

We received **sole-bid response** to the above mentioned project. Refer to enclosed copy of the bid tabulation sheet for your review and recommendation/non-recommendation. Please advice if you wish to proceed with this project so we can proceed with re-advertisement.

We need your response no later than **Friday, June 5, 2015 @ 3:00 p.m.** to be able to present to Commissioner's Court. Please indicate your recommendation or any concerns on the space provided below and reply to the Purchasing Department **via email to: sandra.montalvo@co.hidalgo.tx.us.**

Should you have any questions or require further information please do not hesitate to call me at 318-2626- ext. 4865. Thank you for your attention and cooperation to this matter.

RECOMMENDATION (BASIS)
Sole Bid Response - Master Fibers Inc.

Please include the budget account number(s) for the above reference project.

Budget Acct No.:

AUTHORIZED SIGNATURE	PRINTED NAME	DEPARTMENT	DATE
	Annette C Muñiz	Co. Clerk	5/27/15

Enclosures

HIDALGO COUNTY PURCHASING DEPARTMENT
BID TABULATION SHEET

DEPARTMENT NAME/ DESCRIPTION OF BID: HIDALGO COUNTY-COUNTY CLERK'S OFFICE- ***"Purchase, Removal & Related Services for Shredded and Recyclable Materials"***

BID OPENING DATE: MAY 25, 2015	**BID OPENING TIME:** 9:30 A.M.
BID NO: 2015-143-05-15-SMA	**BUYER: Sandra Montalvo**

PARTICIPATING VENDOR

MASTER FIBERS INC.
PHARR ,TX

TYPE OF SERVICE		USD/LB	UND/TON
PAPER	Loose	$0.01	$20.00
	Bagged	$0.01	$20.00
	Baled	$0.02	$40.00
CARDBOARD	Loose	$0.005	$10.00
	Bagged	$0.005	$10.00
	Baled		
ALUMINUM		$0.03	$60.00
PLASTIC		-0-	0-0
OTHER			

HIDALGO COUNTY PURCHASING DEPARTMENT
ACCEPTANCE SHEET

DEPARTMENT NAME & DESCRIPTION OF BID: ***"HIDALGO COUNTY CLERK'S OFFICE -"Purchase, Removal & Related Services for Shredded & Recyclable Materials"***

BID OPENING DATE: May 27, 2015	**BID OPENING TIME: 9:30 A.M.**
BID NO:2015-143-05-27-SMA	**BUYER: Sandra Montalvo**

	NAME OF COMPANY	Acknowledge Receipt
1.	MASTER FIBER INC.	√
2.		
3.		
4.		
5.		

HIDALGO COUNTY PURCHASING DEPARTMENT
PARTICIPATING SHEET

DEPARTMENT/BID DESCRIPTION-*"HIDALGO COUNTY CLERK'S OFFICE -"Purchase, Removal & Related Services for Shredded & Recyclable Materials"*

BID NO: 2015-143-05-27-SMA | **BID OPENING DATE & TIME: MAY 27, 2015 @ 9:30 A.M**

	Name of Bidder: Company/Firm	Bid Request Via*	Signature (If Applicable) or Initials of Staff Addressing Mail Out	Date	Physical Address City-State-Zip Phone & Fax No's
1.	MASTER FIBERS, INC. Attn: Manuel Arredondo	BLM	Sandra Montalvo	05/11/15	103 N. Veterans Blvd. Pharr, Texas 78577 Tel: (956) 783-0774 marredondo@masterfibers.com
2.	PRIME VENDOR INC. Attn: Kimberly Doumit	BLM	Sandra Montalvo	05/15/15	4622 Cedar Avenue Bldg 5 Suite 124 Wilmington NC 28403 Phone: 800-746-9554 Fax: 800-746-8307 bids20@prime-vendor.com
3.					
4.					
5.					
6.					

VIA: BIDDER LIST MAIL OUT (BLM)
IN PERSON (IP)
E-MAIL REQUEST (EMR)
TELEPHONE REQUEST (TR)
EMAILED (EM)

THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

SERVICE CONTRACT
C-15-143-06-23

THIS CONTRACT is made and entered into this **23rd** day of **JUNE, 2015** by and between the **County of Hidalgo, Texas** ("County"), and **MASTER FIBERS, INC.** (Company").

WHEREAS, Company responded to advertised notices for bids for **"Purchase, Removal & Related Services for Shredded & Recyclable Material" (on an as needed basis)** (the "Services"); and

WHEREAS, Company submitted a bid to provide services in accordance with Exhibit "A" Request for Bids (RFB) Procurement Packet attached hereto respectively, and incorporated herein for all purposes of (the "RFB"); and;

WHEREAS, in recognition of and in consideration of Company's agreement to perform the Services in accordance with Specifications within Exhibit "A" Request for Bids (RFB) Procurement Packet, the Commissioners Court of County awarded the bid to Company.

NOW, THEREFORE, in mutual consideration of the foregoing and the further consideration of the following, the parties hereto agree as follows:

1. County and Company hereby agrees that this Contract is entered into in order to provide the Services to **Hidalgo County**. This Contract does not extend to any third parties any duties or benefits conferred in any manner hereunder or otherwise.

2. Company hereby promises and agree to render and provide, during the term of this Contract, and shall be obligated to render and provide the services in accordance with the Specifications contained in Exhibit "A" Request for Bids (RFB) Procurement Packet within **Hidalgo County** following a request for Services by **Hidalgo County Clerk's Office** ("the Project Manager")

or its designated agent(s). Company agrees in performing the Services that it will use proper professional standards, comply with any and all appropriate laws and regulations in providing the Services, and devote such time as is necessary to safely and efficiently provide the Services. Further Hidalgo County reserves the right to request these services from other sources other than the successful vendor and shall not be in violation of any terms or conditions of said contract.

3. This Contract shall be for a period of **one (1) year**, commencing on **JULY 13, 2015** and expiring on **JULY 12, 2016** with County's option to extend/renew for an additional one (1) year period, on the same terms and conditions contained herein. Hidalgo County also reserves the right to continue this bid for an additional sixty (60) day grace period at the end of the contract term for unforeseen delay of award for the next term and contingent upon cost remaining unchanged.

4. As a condition of this Contract, Company shall hold and maintain throughout the term of this Contract all licenses and permits required, or which may be required by any authority during the term hereof to provide the Services.

5. All trucks or vehicles operated by the Company to perform the Services shall contain all equipment required by any authority to operate on streets and roads and all persons in the employ of Company who operate such trucks or vehicles shall have the required licenses, qualifications, skill and expertise to perform such Services and shall comply with all laws, rules and regulations prescribed by any agency or authority having jurisdiction with regard to the operation of such trucks or vehicles in providing the Services.

6. All weigh tickets will be processed at the County Clerk's Office with a representative of the County Clerk's Office observing same. Company agrees to pay the County the amounts specified in Exhibit "B" attached hereto, payable against weight tickets submitted by the Company to Hidalgo County Treasurer's Office with Copy to the Hidalgo County Clerk's Office, within thirty (30) days of submitting such pick up/weight tickets.

7. Company shall provide insurance in force on all its vehicles and all persons connected with providing services under this Contract naming County as an additional insured (with the coverages and in the amounts described on Exhibit "C" attached hereto and incorporated herein at this point for all purposes), and shall furnish to County certificates of such insurance coverage.

8. Company shall provide a sufficient number of trucks, vehicles, personnel and equipment available to safely and efficiently provide the Services.

9. Company shall indemnify and hold harmless County, its elected officials, employees and agents from any and all claims, damages, losses, and expenses including attorney's fees for the defense of any action against County arising out of, resulting from, or connected with the provision of the Service by Company under this Contract. Said indemnity shall cover any act or failure to act by the Company, its agents or employees.

10. This Contract shall not be assignable in whole or in part by either party without prior written consent of the other party.

11. It is expressly agreed that this Contract and the performance by the parties hereunder does not create any agency relationship or master-servant relationship that County has no supervision of the performance of the Services provided by Company, and that Company is an independent contractor under this Contract.

12. Any notice required or permitted to be given hereunder shall be in writing and shall be delivered personally or sent by certified mail, postage prepaid, as set forth below:

If to County: The County of Hidalgo
Attn: County Judge
100 E. Cano
Edinburg, Texas 78539

If to Company: **Master Fibers, Inc.**
Attn: Manuel Arredondo
103 North Veterans Blvd.
Pharr, Texas 78577

13. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

14. This Agreement may be terminated by County without cause upon thirty (30) days written notice.

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

16. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas and shall be performable in Hidalgo County.

17. **Commitment of Current Revenues Only.** In the event that, during any term hereof, the Commissioners Court does not appropriate sufficient funds to meet the obligations of Lessee under this Agreement, Lessee may terminate this Agreement upon sixty (60) days written notice to Lessor. Lessee agrees, however, to use reasonable efforts to secure funds necessary for the continued performance of this Agreement. The parties intend this provision to be a continuing right to terminate this Agreement at the expiration of each budget period of Lessee pursuant to the provisions of Tex. Loc. Govt. Code Ann. ' 271.903 (Vernon Supp. 1996).

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

19. **Immunities.** Nothing in this Agreement is intended to and County does not hereby waive, release or relinquish any right to assert any of the defenses County enjoys by virtue of the state or federal constitution, laws, rules or regulations, and any sovereign, official or qualified immunity available to County as to any claim or action of any person, entity, or individual against County.

20. **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.

WITNESS our hands in duplicate originals this _____ day of _____, 2015.

APPROVED AS TO FORM
Atlas, Hall & Rodriguez, L.L.P.

By:_____
Hon. Stephen L. Crain, Attorney

COUNTY OF HIDALGO

By: _____
Hon. Ramon Garcia, County Judge

ATTEST:

By:_____
Hon. Arturo Guajardo, Jr., County Clerk

COMPANY: MASTER FIBERS, INC.

By: _____
Printed Name: Manuel Arredondo
Title: Owner/Plant Manager

EXHIBIT “A”

REQUEST FOR BIDS (RFB) PROCUREMENT PACKET

Hidalgo County Purchasing Department
New Administration Building
2812 S. Business Highway 281
Edinburg, Texas 78539
(956) 318-2626/ Fax: (956) 318-2629

May 11, 2015

Participant's name

Address

City

State, Zip Code

Re: **Hidalgo County Clerk's Office**
Request for Bids-**Purchase, Removal & Related Services for Shredded and Recyclable Materials**
RFB №:2015-143-05-27-SMA

Dear Participant(s):

Enclosed please find a Request for Bid (RFB) packet for your review and consideration.

Hidalgo County Purchasing Department welcomes and appreciates your participation in the bid process.

If any further assistance is required, please do not hesitate to call the Purchasing Department (956)318-2626.

Sincerely,

Martha L. Salazar, CPPB
Hidalgo County Purchasing Agent
MLS/sma

Enclosures

Hidalgo County Purchasing Department
2812 S. Business Highway 281
Edinburg, Texas 78539
(956) 318-2626/ Fax: (956) 318-2629

REQUEST FOR BIDS (RFB)

Hidalgo County Clerk's Office
"Purchase, Removal & Related Services for Shredded & Recyclable Materials"
RFB No: 2015-143-05-27-SMA

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2.	**Request for Bid, Legal Notice**	**8**
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5.	**Exhibit "C" Insurance Requirements**	**4**
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8.	**Certification Regarding Debarment**	**1**
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The above mentioned items shall be found in the Request for Bid (RFB) packet that is attached herewith. Should you find that any of the items are not attached in its entirety please contact Purchasing by calling (956) 318-2626 or via email to sandra.montalvo@co.hidalgo.tx.us, and advise of missing documentation.

Thank you,

Martha L Salazar, CPPB, Purchasing Agent

MAY 11, 2015
Date

Bid No: 2015-143-05-27-SMA	Buyer: Sandra Montalvo	Tel. No: (956) 318-2626 ext. 4865

REQUEST FOR BIDS

HIDALGO COUNTY CLERK'S OFFICE

"Purchase, Removal & Related Services for Shredded and Recyclable Materials"

BID OPENING DATE: May 27, 2015 @ 9:30 a.m.

Contact Person:

Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
2802 S. Business Hwy 281 Administration Building
Edinburg, Texas 78539
956 318-2626

Form HCPD-03

1. Sealed bids will be received for ***PURCHASE, REMOVAL & RELATED SERVICES FOR SHREDDED AND RECYCLABLE MATERIALS- Hidalgo County-Clerk's Office*** **in** accordance with the specifications attached as Exhibit "A" hereto. Bids should address all specifications set forth. Bidders may suggest substitutions of features which they feel would be in the best interest of Hidalgo County ("County"). Strong rationale must be presented for any deviation from the specifications. Hidalgo County reserves the right to reject the deviation and its effect on the overall bid.

2. One (1) original and Three (3) copies of all bids are required with the bidders name and return address clearly typed/printed on upper left hand corner and the proper notation clearly typed/printed on the lower left hand corner of the envelope and/or package: **"BID-2015-143-05-27-SMA-"PURCHASE, REMOVAL & RELATED SERVICES FOR SHREDDED AND RECYCLABLE MATERIALS – Hidalgo County Clerk's Office** and in County's Purchasing Department, 2802 S Business Highway 281, Administration Building, Edinburg, Texas, **on or before 9:30 a.m., WEDNESDAY, MAY 27, 2015.**

   NO FACSIMILES OR LATE ARRIVALS WILL BE ACCEPTED. ANY RFB RECEIVED AFTER THAT TIME WILL NOT BE OPENED AND WILL BE RETURNED. OVERNIGHT MAIL MUST ALSO BE PROPERLY LABELED ON THE OUTSIDE OF EXPRESS ENVELOPE OR PACKAGE WITH REFERENCE TO "REQUEST FOR BIDS-2015-143-05-27-SMA-RFB-PURCHASE, REMOVAL & RELATED SERVICES FOR SHREDDED AND RECYCLABLE MATERIALS – Hidalgo County Clerk's Office"

   Hidalgo County reserves the right to refuse and reject any/all RFB and to waive any/all formalities or technicalities, or to accept the RFB considered the best and most advantageous to Hidalgo County.

3. Hidalgo County reserves the right to: **A.** separate and accept, or eliminate any item(s) listed under this bid that it deems necessary to accommodate budgetary and/or operational requirements; **B.** reject any or all bids submitted and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best bid for approval; and **C.** award the bid to one bidder or to multiple bidders if the County determines it is in its best interest to do so."

4. The Bidder shall not substitute items named in the bid without the express written consent of Hidalgo County. Failure of the delivered item(s) to perform as specified, or failure to meet the stated delivery schedule shall release Hidalgo County from all obligations to the contracting party with regard to the item(s) in question. In such event, County may elect to award the contract to the next-lowest responsible bidder, or to reject all bids and re-advertise.

5. For work to be performed at a County owned or operated location, each bidder shall, in its sole discretion, visit the job site before preparing the bid and thoroughly familiarize himself/herself with existing conditions. Bidder should take field dimensions and note all circumstances which affect the dollar amount of the bid.

6. Descriptive specifications are referenced in this document to indicate the general kind and quality of equipment desired by Hidalgo County. Due to various styles and models of equipment, bidders are required to include illustrations, specifications, explanation of warranties, and service data with their bid including catalogue numbers and any necessary references.

7. No bid may be withdrawn within thirty (30) days from the scheduled time to open bids.

8. Proposed prices are to remain firm for a minimum of ninety (90) days after bid opening.

9. Any interpretations, amendments, corrections or changes to this bid document must be in a written addendum and signed by the County Judge or his designee. Addenda will be mailed to all who are known to have received a copy of the Request for Bids. Bidders shall acknowledge receipt of all addenda as a part of their bid.

10. County reserves the right to accept or reject any or all bids.

11. Costs are to be net F.O.B., County Prepaid.

12. County is exempt from Federal Excise Tax, State Tax and Local Tax. Do not include tax in cost figure. If it is determined that tax was included in the cost figures it will not be included in the tabulation of any awards. Tax exemption certificates will be furnished upon request.

13. Funds for this procurement have been provided through the County budget for this fiscal year only. County, on an annual basis, has the right to reconsider a contract during the budget process for ensuing years if financial resources of County are insufficient to meet the liabilities of said contract. The award of a bid or contract hereunder will not be construed to create a debt of the County which is payable out of funds beyond the current fiscal year.

14. Upon award and prior to execution of a contract, Sole Proprietorships are required to submit a copy of their social security cards to the Hidalgo County Auditor's Office in order to establish an account with the County. All awarded vendors must submit a completed W-9 and a copy of their Federal ID Number Certificate.

15. <u>DELIVERY INSTRUCTIONS:</u>

- No deliveries accepted after 3:00 P.M., Monday-Friday.
- At least seventy two (72) hours prior notice of delivery must be given to Martha L. Salazar, Purchasing Agent before delivery will be accepted.
- If you need additional information call the office listed below:

Hidalgo County Purchasing Department
Martha L. Salazar, Purchasing Agent
(956) 318-2626

16. BILLING AND PAYMENT INSTRUCTIONS:

- Invoices must include:
  a) Name and address of successful bidder
  b) Name and address of receiving department or official
  c) Purchase Order and Contract Number (if any)
  d) Notation-**"PURCHASE, REMOVAL & RELATED SERVICES FOR SHREDDED AND RECYCLABLE MATERIALS -Hidalgo County-Clerk's Office"** Descriptive information as to the items or services delivered, including product code, item number, quantity, etc.

- Discount payments will be considered when offered.

- Contact person for Billing and Payment questions:

Hidalgo County – Auditor's Office
Ray Eufracio, County Auditor
2812 S. Business 281
Edinburg, Texas 78539
(956)318-2511

17. SCHEDULE OF EVENTS

Bid Opening, 9:30 AM	**MAY 27, 2015**
Award of Contract	_____, 2015
Commence Work or Deliver Products	_____, 2015

18. BID OR PERFORMANCE BOND AND DEBARMENT CERTIFICATION; PAYMENT UNDER CONTRACT (if applicable):

- If the contract proposed is for the construction of public works or is for a contract for goods & services exceeding $100,000, all bidders shall furnish a good and sufficient bid bond in the amount of five percent of the total contract price. A bid bond must be executed with a surety company authorized to do business in Texas. All bidders are also required to furnish a certification or acknowledgment stating that the contractor or vendor is free from suspension or debarment pursuant to federal regulation 45CFR Part 76.

- Together with the signing of a contract or issuance of a purchase order following the acceptance of a bid, and prior to commencement of the actual work, the bidder shall furnish a performance bond to the County for the full amount of the contract, if that contract exceeds $50,000.

- If the contract is for $50,000 or less, no money will be paid to the contractor until completion and acceptance of the work or the fulfillment of the purchase obligation to the County, and, if applicable, the receipt by County of satisfactory evidence that all subcontractors and material men have been paid.

- If a contract is for the construction, alteration or repair of public buildings or public works, the contractor *shall* provide a payment bond for a contract in excess of Twenty Five Thousand Dollars ($25,000.00), as required by Tex. Govt. Code Ch. 2253.

- For requirements contracts, bond requirements are determined by applying the proposed unit price to the estimated quantities included in the specifications.

19. **ETHICAL STANDARDS:**

- It shall be a breach of ethics to offer, give or agree to give any elected official, department head or employee, or former elected official, department head or employee, of the County, or for any elected official, department head or employee or former elected official, department head or employee of the County, to solicit, demand, accept or agree to accept from another person, entity or organization, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation or any part of a program requirement or purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefore pending before any department or agency of the County.

- It shall be a breach of ethics for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor for any contract for the County, or any person associated therewith, as an inducement for the award of a subcontract or order.

- No public official shall have an interest in a contract awarded hereunder except in accordance with Tex. Loc. Govt. Code Chapter 171.

20. DISCLOSURE OF CONFLICT OF INTEREST

- Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that any vendor, person, consultant or contractor considering doing business with Hidalgo County ("the County") to disclose in the Conflict of Interest Questionnaire (the "CIQ") attached as Exhibit D, the vendor, person, consultant or contractor's affiliation or business relationship that might cause a conflict of interest with the County. By law, the CIQ must be filed with the Hidalgo County Clerk's Office no later than the seventh business day after the date the person becomes aware of facts that require that statement to be filed. The disclosure requirement applies to a person or business that contracts or seeks to contract with Hidalgo County for the sale or purchase of property, goods or service. Any purchase order or contract resulting from this process shall be considered null and void if the successful bidder fails to comply with Texas Local Government Code Chapter 176. Vendors, consultants, contractors and others who desire to conduct business with Hidalgo County are encouraged to refer to Texas Local Government Code Chapter 176 for the details of this law. An offense under Texas Local Government Code Chapter 176 is a Class C Misdemeanor.

Please Submit completed CIQ forms to the Hidalgo County Clerk's Office located at 100 N. Closner, Edinburg, Texas 78539-Hidalgo County Courthouse **COMPLETION AND SUBMISSION OF FORM CIQ IS THE SOLE RESPONSIBILITY OF THE PROSPECTIVE BIDDER.**

21. If, during the life of any contract or bid awarded, the successful bidder's net prices generally available to other customers for items awarded herein are reduced below the contracted price, it is understood and agreed that the benefits of such reduction shall be extended to County.

22. Bids, and all goods and services provided thereunder, shall comply with all federal, state and local laws concerning this type(s) of goods and/or services.

23. Minimum Standards for Responsible Prospective Bidders: A prospective bidder must affirmatively demonstrate bidder's responsibility. A prospective bidder, by submitting a bid, represents to County that it meets the following requirements:

- Possess or is able to obtain adequate financial resources as required to perform under the bid;
- Be able to comply with the required or proposed delivery schedule;
- Have a satisfactory record of performance;
- Have a satisfactory record of integrity and ethics;
- Be otherwise qualified and eligible to receive an award.

24. Successful bidder will pay or cause to be paid, without cost or expenses to County, all FICA, FUTA/SUTA and Federal Income Withholding Taxes of all employees, and all wages and benefits as required by Federal or State law. Successful bidder's officers, agents and/or employees will not be entitled to any benefits of an employee or elected official of County, including, but not limited to, benefits associated with County's civil service system.

25. Any contract awarded to a successful bidder will be in effect until (a) the contract expires, (b) delivery and acceptance of products, and/or performance of services ordered, or (c) terminated by County with thirty day's written notice prior to cancellation.

26. County reserves the right to enforce performance of any contract awarded hereunder in any manner prescribed by law or deemed to be in the best interest of the County in the event of breach or default by successful bidder; County reserves the right to terminate any contract immediately in the event a successful bidder fails to:

A. Meet schedules;
B. Pay any required fees or taxes; or
C. Otherwise perform in accordance with the specifications.

27. Successful bidder shall defend, indemnify and save harmless County and all its elected officials, officers, agents and employees from all suits, actions, or other claims of any character, name and description brought for or on account of any injuries or damages received or sustained by any person, persons, or property on account of any negligent act or fault of the successful bidder, or of any agent, employee, subcontractor or supplier of successful bidder in the execution of, or performance under, any contract which may result from bid award or which arises from any event or casualty happening on or within County premises themselves or happening upon or in any halls, elevators, entrances, stairways or approaches of or to such County facilities. Successful bidder shall pay any judgment with costs which may be obtained against County growing out of such injury or damages, and shall, upon request, provide a defense to County by counsel reasonably acceptable to County. Successful bidder's indemnity hereunder shall include, but is not limited to, claims relating to patent, copyright or trademark infringement, and the like, arising out of the goods and services provided by successful bidder.

28. Successful bidder shall warrant that all items/services shall conform to the specifications and/or all warranties provided under the Uniform Commercial Code and be free from all defects in material, workmanship and the like. Items supplied under a contract pursuant to this Request for Bids shall be subject to County's approval. Items found to be defective or not meeting specifications shall be replaced by successful bidder within two business days at no expense to County. Items not picked up within one (1) week after notification shall be deemed a donation to County and may be used or disposed of at County's discretion and without waiver of any other rights of County as to the item's nonconformity.

29. This document and any disputes arising hereunder shall be governed and construed according to the laws of the State of Texas, and will be performable exclusively in Hidalgo County, Texas.

30. The successful bidder shall not assign, sell, transfer or convey its rights under any awarded contract, in whole or in part, without the prior written consent of County.

Bid
for
HIDALGO COUNTY CLERK'S Office
"Purchase, REMOVAL & RELATED SERVICES FOR SHREDDED AND RECYCLABLE MATERIALS"

To: Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
2802 S Business Highway 281
Edinburg, Texas 78539

In accordance with the Specifications, and subject to all laws and regulations of the United States and state and local laws, the undersigned bidder proposes and commits to furnish all labor, equipment, material, software and services as set forth in the documents hereinbefore mentioned. The undersigned bidder further agrees, upon acceptance of its bid, to execute a contract and/or Purchase Order issued by Hidalgo County for performing and completing the work described in the Specifications within the time stated and for the prices proposed in the documents attached hereto and made a part hereof.

Bidder acknowledges receipt of all of the pages of the documents referenced in the Invitation to Bid Checklist presented in connection with this procurement. Bidder understands that Hidalgo County reserves the right to reject any or all bids and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best bid.

Bidder agrees that this bid shall be good and may not be withdrawn for a period of ninety (90) calendar days after the scheduled closing time for receiving bids, as contained in the Specifications.

Respectfully submitted,

Bidder: _____

Address: _____

By: _____

Printed Name: _____

Title: _____

EXHIBIT "A"

Specifications/Requirements
Hidalgo County Clerk's Office
"Purchase, Removal and Related Services-for Shredded and Recyclable Materials"
RFB No.: 2015-143-05-27-SMA

Hidalgo County Clerk's Office currently recycles (shreds) its own discarded paper as well as paper from other County Departments. In an effort to more efficiently utilize County assets, the County Clerk wishes to implement a program to generate revenue from the sale of recyclable materials including, but not limited to, paper, cardboard, aluminum and plastic products. Although the program will commence with those departments for which the County Clerks currently provides shredding services, Hidalgo County reserves the right and option to expand this program to include (at a time that is determined and recommended by the County Clerk) those County departments as yet not part of the project.

SCOPE:

Hidalgo County-Clerk's Office, "the Project Manager", is seeking qualified companies to bid on the purchase and removal of recyclable materials and award a contract for the **"Purchase, Removal & Related Services for Shredded & Recyclable Materials"** on an **"As Needed Basis":**

SERVICE LOCATIONS and POINT OF CONTACT (POC):

- ***Current Sites:***
  - Records Management Warehouse – 317 N. Closner, Edinburg, Texas 78539
    POINT OF CONTACT (POC)

1st	Armando Perez Jr.	(956) 318-2100 ext. 6107	(956) 292-7676
2nd	Aleida Ramirez	(956) 318-2100 ext. 6109	(956) 292-7000
3rd.	Fabian Pedraza	(956) 318-2100 ext. 6109	(956) 292-7000

  - San Carlos Warehouse- E. Sh. 107 & 6th Street San Carlos, Texas 78539
    POINT OF CONTACT (POC)

1st	Armando Perez Jr.	(956) 318-2100 ext. 6107	(956) 292-7676
2nd	Fabian Pedraza	(956) 318-2100 ext. 6109	(956) 292-7000
3rd.	Aleida Ramirez	(956) 318-2100 ext. 6109	(956) 292-7000

BIDDER(S) MINIMUM REQUIRMENTS:

Interested and qualified Bidder(s) that meet the Minimum Requirements are invited to submit a Procurement (Bid) Packet.

1. The Bidder(s) must be able to accept any loose, bagged and/or baled paper, cardboard, aluminum and plastic etc.

2. The Bidder shall schedule pick-up on the first and third Monday of the Month unless there is a holiday, which shall then be picked-up on the following business day. Hidalgo County reserves the right to change scheduling for pickup of materials on a weekly basis.

3. Bidder(s) must provide a bin(s) or pallet(s) as needed to either site, in which all material will be placed in and removed by the Bidder.

4. The Bidder must have the ability to pick-up materials from two designated areas and the proper equipment to load the container with the shredded-destroyed material to sell (i.e., forklift, etc.)

5. The Bidder must have the ability to leave a container at either site.

6. Hidalgo County must have access to the vendor's facility if needed, to ensure the materials are being disposed properly.

7. Bidder must include a copy of the scale ticket.

8. Bidder must also provide the process of what happens to the shredded/destroyed material, once it has left the County's possession.

9. The Bidder must also provide a summary report of the material sold, if needed by the Hidalgo County Departments utilizing services.

TERMS AND CONDITIONS:

1. Term of contract is for one (1) year period with the County's option to renew contract for an additional one (1) year term, with fixed prices per ton and/or pound.

2. County reserves the right to continue this agreement for an additional sixty (60) day grace period at the end of the contract term due to an unforeseen delay in the award of a new bid for next contract term.

3. As consideration for rendering the Services provided for in the Contract, the Company agrees to pay the County the amounts specified in Exhibit "B" attached hereto, payable against weight tickets submitted by the Company to Hidalgo County Treasurer's Office with copy to the Hidalgo County Clerk's Office, within thirty (30) days of submitting such pick-up/weight tickets.

4. This Agreement may be terminated either party without cause upon sixty (60) days written notice.

5. County will seek purchases from state awarded Bidder(s) whenever it is, in its best interest to do so.

6. Bid award will be made to the most qualified, responsive, responsible bidder meeting all specifications and/or requirements.

7. After bid is awarded and successful awarded contractor defaults in meeting the general instructions to bidder(s), and/or in complying with the contract agreement, Hidalgo County reserves the right to seek the services of the next most qualified bidder. In such event, Hidalgo County shall charge the successful bidder the difference for any additional cost to the County.

8. Hidalgo County reserves the right to award the bid to MULTIPLE bidders if the county determines it is in its best interest to do so.

9. All costs and expenses associated with the preparation and submission of (bids, proposals and/or quotes) shall be the responsibility of the bidder and no reimbursements for such charges or expenses shall be passed onto Hidalgo County.

10. The successful bidder will indemnify and hold harmless the County, and its officers, officials, and employees, agents and attorneys for any and all claims and expenses arising out of our related to the performance of the contract awarded pursuant hereto.

11. County, upon request, shall be furnished with samples of all proposed containers, together with written construction specifications for the same.

ADDITIONAL INFORMATION:
Information regarding this project can be addressed in writing, to the Hidalgo County Purchasing Department. Hidalgo County is also requesting that any and all questions, inquiries and clarifications regarding quotes, bids, proposal or statement of qualifications be addressed to Martha L. Salazar, CPPB, Hidalgo County Purchasing Agent, Attn: Sandra Montalvo at 2802 South Business Hwy 281, Edinburg, Texas 78530.TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.

ALL WRITTEN INQUIRIES WILL BE ACCEPTED VIA EMAIL TO sandra.montalvo@co.hidalgo.tx.us NO LATER THAN 5:00 P.M., WEDNESDAY, May 20, 2015. Responses to said inquires will be sent to all applicants via email by no later than 5:00 p.m, FRIDAY, May 22, 2015.

EXHIBIT "B"

BID PAGE

Hidalgo County Clerk's Office

"Purchase, Removal and Related Services- for Shredded and Recyclable Materials"

RFB No.: 2015-143-05-27-SMA

TYPE OF SERVICE		AMOUNT PAID TO THE COUNTY	
		USD/LB	USD/TON
PAPER	Loose		
	Bagged		
	Baled		
CARDBOARD	Loose		
	Bagged		
	Baled		
ALUMINUM			
PLASTIC			
OTHER			

BIDDER'S INFORMATION:

I/We the undersigned hereby certify that I/We am/are a duly authorized official of the company and have the authority to sign on behalf of the company and assure that all statements made in the bid are true. I/We agree to furnish and deliver the specified items/services at the prices stated herein, and have read, understand, and agree to the terms and conditions contained herein and on all of the attachments.

BIDDER/COMPANY NAME: _____

ADDRESS: _____

CITY/STATE/ZIP CODE: _____

PHONE & FAX NO.'S: _____

CELLULAR PHONE: _____

AUTHORIZED SIGNATURE: _____

PRINTED NAME: _____

TITLE: _____

EMAIL: _____

EXHIBIT "C"

Insurance Requirements
Applicable to the Acquisition of Goods and /or Services
(Other than Professional Services)

The Bidder awarded the contract shall furnish proof of insurance, which will also include any subcontractor that is subcontracted by the bidder in at least the following limits, to be in place prior to providing any services under this Contract and to continue at all times in force in effect during the term of this Contract:

1. A Five Hundred Thousand Dollar ($500,000.00) Comprehensive General Liability insurance policy providing additional coverage to all underlying liabilities of County.

2. Automobile liability insurance policy with limits of at least Three Hundred Thousand Dollars ($300,000.00) per person and Five Hundred Thousand Dollars ($500,000.00) per occurrence. Coverage should include injury to or death of persons and property damage claims with limits up to Five Hundred Thousand ($500,000.00) arising out of the services provided to County hereunder.

3. Uninsured/Underinsured motorist coverage in an amount equal to the bodily injury limits set forth immediately above;

4. Workers compensation insurance in amounts established by Texas law, unless the Bidder is specifically exempted from the Texas Workers Compensation Act, Texas Labor Code Chapter 401, et. seq.

Hidalgo County will only accept certificates of insurance on an Acord form (as attached hereto). Certificates of insurance naming County as an **additional insured** shall be submitted to County for approval prior to any services being performed by Contractor. Each policy of insurance required hereunder shall extend for a period equivalent to, or longer than the term of the Contract, and any insurer hereunder shall be required to give at least thirty (30) days written notice to the County prior to the cancellation of any such coverage on the termination date, or otherwise. This Contract shall be automatically suspended upon the cancellation, or other termination, of any required policy of insurance hereunder, and such suspension shall continue until evidence adequate replacement coverage is provided to County. If replacement coverage is not provided within thirty (30) days following suspension of the Contract, this Contract shall automatically terminate.

Revised 03/11/11

ACORD	CERTIFICATE OF INSURANCE	DATE (MM/DD/YY)

PRODUCER	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.
	INSURERS AFFORDING COVERAGE
INSURED	INSURER A:
	INSURER B:
	INSURER C:
	INSURER D:
	INSURER E:

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THER TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE	LIMITS	
A	**GENERAL LIABILITY** ☐ COMMERCIAL GENERAL LIABILITY ☐☐ CLAIMS MADE OCCUR ☐ OWNER'S & CONT. PROT ☐ OWNER'S PROTECTIVE LIABILITY GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY PROJECT ☐ LOC				EACH OCCURRENCE	$
					FIRE DAMAGE (Any one fire)	$
					MED (Any one person)	$
					PER & ADV INJURY	$
					AL AGGREGATE	$
					ODUCTS – COMP/OP GG	$
B	**AUTOMOBILE LIABILITY** ☐ ANY AUTO ☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ☐ NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident)	$
					BODILY INJURY (Per person)	$
					BODILY INJURY (Per accident)	$
					PROPERTY DAMAGE (Per accident)	$
	GARAGE LIABILITY ☐ ANY AUTO				AUTO ONLY-EA ACCIDENT	$
					OTHER THAN AUTO ONLY EA ACC	$
					AGG	$
C	**EXCESS LIABILITY** ☐ OCCUR ☐ CLAIMS MADE ☐ DEDUCTIBLE ☐ RETENTION $				EACH OCCURENCE	$
					AGGREGATE	$
						$
						$
						$
D	**WORKERS COMPENSATION AND EMPLOYER'S LIABILIT**				WC STATU- ☐ OTHER TORY LIMITS	
					E.L. EACH ACCIDENT	$
					E.L. DISEASE-EA EMPLOYEE	$
					E.L. DISEASE-POLICY LIMIT	$
	OTHER					

DESCRIPTION OF OPERATIONS / LOCATION / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

County of Hidalgo shall be named as additional insured on all Commercial General Liability policies.

CERTIFICATE HOLDER	ADDITIONAL INSURED; INSURER LETTER: ____ CANCELLATION
Hidalgo County **Attn: Purchasing Department** **2812 S Highway Bus. 281** **Edinburg, Texas 78539**	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BY CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL ***30*** DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE

SAMPLE

Insurance Requirement Acknowledgment

I, _____, authorized representative for _____,
Company/Vendor

hereby acknowledge receipt of the County's required insurance limits. Said requirements:

☐ will be acquired within 10 working days after notification from Purchasing Department of bid awarded by the Hidalgo County Commissioners' Court;

☐ will acquire additional amounts required to meet the County's requirements within 10 working days after notification from Purchasing Department of bid award by the Hidalgo County Commissioners' Court; currently carry the following:

Automobile Liability: $_____ General Liability: $_____

☐ have already been met, see attached copy of insurance certificate.

_____ _____.
Authorized Representative Date

NOTICE TO BIDDER:
A certificate of insurance for the required insurance limits shall be provided to the Purchasing Department's Contract Managers in order to qualify for award of bid and to execute a contract between your Company and the County

Failure to provide Certificates of Insurance to the Purchasing Department's Contract Managers will cause the bid award to be rescinded and re-awarded to next lowest bidder. Certificates of Insurance will be monitored and verified on a **quarterly basis** to ensure coverage policy is in place. It is the Company's obligation to maintain the appropriate insurance coverage throughout the term of the contract.

THIS FORM MUST ACCOMPANY BID PACKET

PROJECT REQUIREMENTS ACKNOWLEDGMENT

This is to certify that I, _____, possess all of the APPLICABLE:

1. Licenses: _____.
2. Bond (if applicable)_____
3. Certificates: _____.
4. Permits: _____.
5. Other: _____.

necessary to carry out the required project. Furthermore, I am providing copies of the required documentation so that, if my company is awarded this bid, I may be eligible to enter into a contract with Hidalgo County and proceed to complete the project in a timely manner.

* Any licenses, bonds (if applicable), certificates, permits, etc. which are required must be presented as part of the bid packet in order to expedite the bid evaluation process.

_____ _____.
Authorized Signature Date

_____.
Company

_____.
Address

_____.
City, State, Zip

THIS FORM MUST ACCOMPANY BID PACKET

EXHIBIT "D"

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor or other person doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. *See* Section 176.006, Local Government Code.

A person commits an offense if the person knowingly violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

OFFICE USE ONLY

Date Received

1 **Name of person who has a business relationship with local governmental entity.**

2 ☐ **Check this box if you are filing an update to a previously filed questionnaire.**

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

3 **Name of local government officer with whom filer has employment or business relationship.**

_____

Name of Officer

This section (item 3 including subparts A, B, C & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the filer of the questionnaire?

☐ Yes ☐ No

B. Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?

☐ Yes ☐ No

C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?

☐ Yes ☐ No

D. Describe each employment or business relationship with the local government officer named in this section.

4

_____ _____

Signature of person doing business with the governmental entity Date

Adopted 06/29/2007

HIDALGO COUNTY
PURCHASING DEPARTMENT
Bidder/Vendor Application

Complete in print or type. Please return this application to the Hidalgo County Purchasing Department
thru Facsimile: (956) 318-2629 or (956) 292-7612
in person or regular mail to:
Mailing/Postal Address: 2812 S. Business Hwy. 281
Physical Address: 2802 S. Business Hwy. 281
Edinburg, Texas 78539
or e-mail: purchasing@co.hidalgo.tx.us

Company Name: Telephone No. ( )
dba Name:
Legal Name:
Mailing Address: Fax No. ( )
Physical Address:
City, State, Zip Tax I.D. No.
Remit to Address : City, State, Zip
E-Mail Address:
Representative(s) Name(s) & Title(s)
Type of Organization (check one): _____ Individual _____ Partnership _____ Corporation _____Non-Profit _____ LLC _____ Sole Proprietor _____ Other, Specify State Identification No._____ (Please attached completed W-9 form with this application) Federal Identification No. or (if individual) SS No.
State of Incorporation: _____ Date:_____ Other:
Type of Business (check one): _____ Manufacturer _____ Wholesaler _____ Retailer _____ Broker _____ Distributor _____ Service Organization _____ Other, Specify
Name & Title of Person(s) Authorized to Sign Bids, Proposals, and/or Contracts:
Small and/or Disadvantaged Business Information (check application criteria) Small Business: Disadvantaged Business (At Least 51% Ownership) ☐ Less than 125,000 annual gross receipt ☐ Black American ☐ Native American ☐ Less than 250,000 annual gross receipt ☐ Hispanic American ☐ Women ☐ Less than 499,000 annual gross receipt ☐ Asian Pacific American ☐ Other ☐ More than 500,000 annual gross receipt Have you been certified as a HUB or an MBE/WBE source?: ☐ Yes ☐ No Indicate Certification No.(s):_____ or are Certificate(s) attached?: ☐ Yes ☐ No
What type of product(s) is/are solicited by your company?: Would you like to be provided with specifications for procurements of such products?: ☐ Yes ☐ No
To Be Completed by the County: Rec'd by (Purchasing):_____ Date Rec'd by (Purchasing): Date Forwarded Information to Auditor's Office:_____Entry Date: _____ Vendor No.:

Revised12/14/06

HISTORICALLY UNDERUTILIZED BUSINESS (HUB) DECLARATION

The primary objective of the Hidalgo County HUB Program is to ensure Historically Underutilized Businesses receive a fair and equal opportunity for participation in the County's procurement process. This fact holds true for Services (Professional & Non-Professional), Commodities, and Construction contracts and any subcontracts thereto. The program strongly encourages Prime Contractors to provide subcontracting opportunities to Certified Hub Contractors/Vendors. Our goal for HUB contractor/vendor participation, as well as HUB subcontractor participation is 30%. To be considered as a "Certified HUB Contractor/Vendor" the contractor/vendor must have been certified by, and hold a current and valid certification with any of the three agencies listed below.

Have you been Certified as a HUB or an MBE/WBE source? ☐Yes ☐ No

If yes, by whom? ☐ Texas Building & Procurement Commission ☐ Other_____

Indicate Certification No(s).:_____ or Are Certificate(s) Attached?: ☐ Yes ☐ No

---

LIST OF CERTIFIED HUB SUBCONTRACTORS

(Attach additional pages if necessary)

What percentage of the Bid, RFP, or RFQ is to be subcontracted with Certified HUB sources? _____% (List HUB Subcontractor information below).

HUB Subcontractor Name: _____ HUB Status:

Certifying Agency (Check all applicable): ☐Texas Building & Procurement Commission ☐ other

Address: _____ City: _____ State: _____ Zip:

Contact Person: _____ Title: _____ Phone No.: ( )

Subcontract Amount: $_____ Description of Work to be Performed:

HUB Subcontractor Name: _____ HUB Status:

Certifying Agency (Check all applicable): ☐Texas Building & Procurement Commission ☐ other

Address: _____ City: _____ State: _____ Zip:

Contact Person: _____ Title: _____ Phone No.: ( )

Subcontract Amount: $_____ Description of Work to be Performed:

HUB Subcontractor Name: _____ HUB Status:

Certifying Agency (Check all applicable): ☐Texas Building & Procurement Commission ☐ other

Address: _____ City: _____ State: _____ Zip:

Contact Person: _____ Title: _____ Phone No.: ( )

Subcontract Amount: $_____ Description of Work to be Performed:

Form **W-9**
(Rev. August 2013)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Give Form to the requester. Do not send to the IRS.

Print or type
See Specific Instructions on page 2.

Name (as shown on your income tax return)

Business name/disregarded entity name, if different from above

Check appropriate box for federal tax classification:
☐ Individual/sole proprietor ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____

☐ Other (see instructions) ▶

Exemptions (see instructions):
Exempt payee code (if any) _____
Exemption from FATCA reporting code (if any) _____

Address (number, street, and apt. or suite no.)

Requester's name and address (optional)

City, state, and ZIP code

List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number
			–		–				

Employer identification number
		–							

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below), and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign Here Signature of U.S. person ▶ Date ▶

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. The IRS has created a page on IRS.gov for information about Form W-9, at *www.irs.gov/w9*. Information about any future developments affecting Form W-9 (such as legislation enacted after we release it) will be posted on that page.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, payments made to you in settlement of payment card and third party network transactions, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct.

Note. If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

In the cases below, the following person must give Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States:

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the entity,
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the trust, and
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person, do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.

2. The treaty article addressing the income.

3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.

4. The type and amount of income that qualifies for the exemption from tax.

5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS a percentage of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,

2. You do not certify your TIN when required (see the Part II instructions on page 3 for details),

3. The IRS tells the requester that you furnished an incorrect TIN,

4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or

5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code* on page 3 and the separate Instructions for the Requester of Form W-9 for more information.

Also see *Special rules for partnerships* on page 1.

What is FATCA reporting? The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all United States account holders that are specified United States persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code* on page 3 and the Instructions for the Requester of Form W-9 for more information.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account, for example, if the grantor of a grantor trust dies.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of $50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a $500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Name

If you are an individual, you must generally enter the name shown on your income tax return. However, if you have changed your last name, for instance, due to marriage without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name.

If the account is in joint names, list first, and then circle, the name of the person or entity whose number you entered in Part I of the form.

Sole proprietor. Enter your individual name as shown on your income tax return on the "Name" line. You may enter your business, trade, or "doing business as (DBA)" name on the "Business name/disregarded entity name" line.

Partnership, C Corporation, or S Corporation. Enter the entity's name on the "Name" line and any business, trade, or "doing business as (DBA) name" on the "Business name/disregarded entity name" line.

Disregarded entity. For U.S. federal tax purposes, an entity that is disregarded as an entity separate from its owner is treated as a "disregarded entity." See Regulation section 301.7701-2(c)(2)(iii). Enter the owner's name on the "Name" line. The name of the entity entered on the "Name" line should never be a disregarded entity. The name on the "Name" line must be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner's name is required to be provided on the "Name" line. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on the "Business name/disregarded entity name" line. If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

Note. Check the appropriate box for the U.S. federal tax classification of the person whose name is entered on the "Name" line (Individual/sole proprietor, Partnership, C Corporation, S Corporation, Trust/estate).

Limited Liability Company (LLC). If the person identified on the "Name" line is an LLC, check the "Limited liability company" box only and enter the appropriate code for the U.S. federal tax classification in the space provided. If you are an LLC that is treated as a partnership for U.S. federal tax purposes, enter "P" for partnership. If you are an LLC that has filed a Form 8832 or a Form 2553 to be taxed as a corporation, enter "C" for C corporation or "S" for S corporation, as appropriate. If you are an LLC that is disregarded as an entity separate from its owner under Regulation section 301.7701-3 (except for employment and excise tax), do not check the LLC box unless the owner of the LLC (required to be identified on the "Name" line) is another LLC that is not disregarded for U.S. federal tax purposes. If the LLC is disregarded as an entity separate from its owner, enter the appropriate tax classification of the owner identified on the "Name" line.

Other entities. Enter your business name as shown on required U.S. federal tax documents on the "Name" line. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on the "Business name/disregarded entity name" line.

Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the *Exemptions* box, any code(s) that may apply to you. See *Exempt payee code* and *Exemption from FATCA reporting code* on page 3.

Exempt payee code. Generally, individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends. Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.

Note. If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding.

The following codes identify payees that are exempt from backup withholding:

1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2)

2—The United States or any of its agencies or instrumentalities

3—A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities

4—A foreign government or any of its political subdivisions, agencies, or instrumentalities

5—A corporation

6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States

7—A futures commission merchant registered with the Commodity Futures Trading Commission

8—A real estate investment trust

9—An entity registered at all times during the tax year under the Investment Company Act of 1940

10—A common trust fund operated by a bank under section 584(a)

11—A financial institution

12—A middleman known in the investment community as a nominee or custodian

13—A trust exempt from tax under section 664 or described in section 4947

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 7
Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 4
Payments over $600 required to be reported and direct sales over $5,000[1]	Generally, exempt payees 1 through 5[2]
Payments made in settlement of payment card or third party network transactions	Exempt payees 1 through 4

[1] See Form 1099-MISC, Miscellaneous Income, and its instructions.

[2] However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney, and payments for services paid by a federal executive agency.

Exemption from FATCA reporting code. The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements.

A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37)

B—The United States or any of its agencies or instrumentalities

C—A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities

D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Reg. section 1.1472-1(c)(1)(i)

E—A corporation that is a member of the same expanded affiliated group as a corporation described in Reg. section 1.1472-1(c)(1)(i)

F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state

G—A real estate investment trust

H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940

I—A common trust fund as defined in section 584(a)

J—A bank as defined in section 581

K—A broker

L—A trust exempt from tax under section 664 or described in section 4947(a)(1)

M—A tax exempt trust under a section 403(b) plan or section 457(g) plan

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-member LLC that is disregarded as an entity separate from its owner (see *Limited Liability Company (LLC)* on page 2), enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note. See the chart on page 4 for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local Social Security Administration office or get this form online at *www.ssa.gov*. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at *www.irs.gov/businesses* and clicking on Employer Identification Number (EIN) under Starting a Business. You can get Forms W-7 and SS-4 from the IRS by visiting IRS.gov or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note. Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: *A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8.*

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if items 1, 4, or 5 below indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on the "Name" line must sign. Exempt payees, see *Exempt payee code* earlier.

Signature requirements. Complete the certification as indicated in items 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account [1]
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor [2]
4. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee [1]
b. So-called trust account that is not a legal or valid trust under state law	The actual owner [1]
5. Sole proprietorship or disregarded entity owned by an individual	The owner [3]
6. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulation section 1.671-4(b)(2)(i)(A))	The grantor*
For this type of account:	**Give name and EIN of:**
7. Disregarded entity not owned by an individual	The owner
8. A valid trust, estate, or pension trust	Legal entity [4]
9. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
10. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
11. Partnership or multi-member LLC	The partnership
12. A broker or registered nominee	The broker or nominee
13. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
14. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulation section 1.671-4(b)(2)(i)(B))	The trust

[1] List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

[2] Circle the minor's name and furnish the minor's SSN.

[3] You must show your individual name and you may also enter your business or "DBA" name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

[4] List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships* on page 1.

*Note. Grantor also must provide a Form W-9 to trustee of trust.

Note. If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records from Identity Theft

Identity theft occurs when someone uses your personal information such as your name, social security number (SSN), or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Publication 4535, Identity Theft Prevention and Victim Assistance.

Victims of identity theft who are experiencing economic harm or a system problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

Protect yourself from suspicious emails or phishing schemes. Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to *phishing@irs.gov*. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at: *spam@uce.gov* or contact them at *www.ftc.gov/idtheft* or 1-877-IDTHEFT (1-877-438-4338).

Visit IRS.gov to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.

Certification
Regarding Debarment, Suspension and Ineligibility

As is required by the Federal Regulations Implementing Executive Order 12549, Debarment and Suspension, 45 CFR Part 76, Government-wide Debarment and Suspension, the applicant certifies, to the best of his or her knowledge and belief, that both it and its principals:

a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency;

b. Have not within a three-year period preceding this bid proposal and/or application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction, violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

c. Are not presently indicted for or otherwise criminally or civilly charged by a government entity with commission of any of the offenses enumerated herein; and

d. Have not within a three-year period preceding this bid proposal and/or application had one or more public transactions terminated for cause or default.

Signature:_____
Print Name:_____
Title:_____
Telephone Number:_____
Date:_____

If the bidder is unable to certify to all of the statements in this Certification, such bidder should attach an explanation to this proposal.

EXHIBIT “B”

VENDOR’S BID

EXHIBIT "B"

BID PAGE

Hidalgo County Clerk's Office

"Purchase, Removal and Related Services- for Shredded and Recyclable Materials"

RFB No.: 2015-143-05-27-SMA

TYPE OF SERVICE		AMOUNT PAID TO THE COUNTY	
		USD/LB	USD/TON
PAPER	Loose	$0.01	$20.00
	Bagged	$0.01	$20.00
	Baled	$0.02	$40.00
CARDBOARD	Loose	$0.005	$10.00
	Bagged	$0.005	$10.00
	Baled		
ALUMINUM		$0.03	$60.00
PLASTIC		$0.0	$0.0
OTHER			

OPENED
5/27/15
9:33am
Witnessed

BIDDER'S INFORMATION:

I/We the undersigned hereby certify that I/We am/are a duly authorized official of the company and have the authority to sign on behalf of the company and assure that all statements made in the bid are true. I/We agree to furnish and deliver the specified items/services at the prices stated herein, and have read, understand, and agree to the terms and conditions contained herein and on all of the attachments.

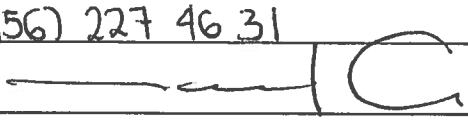
BIDDER/COMPANY NAME: Master Fibers Inc

ADDRESS: 103 N Veterans Blvd

CITY/STATE/ZIP CODE: Pharr Texas 78577

PHONE & FAX NO.'S: (956) 783 07 74 / (956) 783 92 91

CELLULAR PHONE: (956) 227 46 31

AUTHORIZED SIGNATURE: 

PRINTED NAME: Manuel Arredondo

TITLE: Plant Manager

EMAIL: marredondo@masterfibers.com

EXHIBIT “C”

INSURANCE REQUIREMENTS

CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)
06/09/2015

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 Services Southwest, Inc.
Houston TX Office
5555 San Felipe
Suite 1500
Houston TX 77056 USA

CONTACT NAME:
PHONE (A/C. No. Ext): (866) 283-7122 **FAX (A/C. No.):** 800-363-0105
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A:	North River Insurance Company	21105
INSURER B:	Praetorian Insurance Company	37257
INSURER C:	Texas Mutual Insurance Company	22945
INSURER D:	Colony Insurance Company	39993
INSURER E:		
INSURER F:		

INSURED
Master Fibers, Inc.
Attn: Sandra Bravo
1710 East Paisano
El Paso TX 79901 USA

COVERAGES **CERTIFICATE NUMBER:** 570058013174 **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	
D	X **COMMERCIAL GENERAL LIABILITY** CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY PRO-JECT LOC OTHER:			103GL000217301	01/31/2015	01/31/2016	EACH OCCURRENCE	$1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$100,000
							MED EXP (Any one person)	Excluded
							PERSONAL & ADV INJURY	$1,000,000
							GENERAL AGGREGATE	$2,000,000
							PRODUCTS - COMP/OP AGG	$2,000,000
B	**AUTOMOBILE LIABILITY** X ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS			PICTX0003095	01/30/2015	01/30/2016	COMBINED SINGLE LIMIT (Ea accident)	$1,000,000
							BODILY INJURY (Per person)	
							BODILY INJURY (Per accident)	
							PROPERTY DAMAGE (Per accident)	
A	X **UMBRELLA LIAB** X OCCUR **EXCESS LIAB** CLAIMS-MADE DED RETENTION			5821022016	01/31/2015	01/31/2016	EACH OCCURRENCE	$5,000,000
							AGGREGATE	$5,000,000
C	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N: N **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		TSF000124769820150131	01/31/2015	01/31/2016	PER STATUTE X OTH-ER	
							E.L. EACH ACCIDENT	$1,000,000
							E.L. DISEASE-EA EMPLOYEE	$1,000,000
							E.L. DISEASE-POLICY LIMIT	$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Certificate Holder is included as Additional Insured as required by written contract, but limited to the operations of the Insured under said contract, per the applicable endorsement with respect to the General Liability policy and Automobile Liabilities. A Waiver of Subrogation is granted in favor of Certificate Holder as required by written contract but limited to the operations of the Insured under said contract, with respect to the General Liability policy, Automobile Liability and Workers Compensation policies.

CERTIFICATE HOLDER

Hidalgo County
Attn: Purchasing Dept
2812 S. Highway 281
Edinburg TX 78539 USA

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Aon Risk Services Southwest, Inc.

Holder Identifier :

Certificate No : 570058013174

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Zimbra **leticia.saenz@co.hidalgo.tx.us**

RE: Contract # C-15-143-06-23-Master Fibers, Inc.-Hid Co Clerk

From : Steve Crain <scrain@atlashall.com> Wed, Jun 10, 2015 12:01 PM

Subject : RE: Contract # C-15-143-06-23-Master Fibers, Inc.-Hid Co Clerk 1 attachment

To : 'Leticia H. Saenz' <leticia.saenz@co.hidalgo.tx.us>

The agreement is OK.

From: Leticia H. Saenz [mailto:leticia.saenz@co.hidalgo.tx.us]
Sent: Wednesday, June 10, 2015 11:02 AM
To: Steve Crain; Marynel Trevino
Cc: Sandra Montalvo
Subject: Re: Contract # C-15-143-06-23-Master Fibers, Inc.-Hid Co Clerk

Mr. Crain-

Please review & approve as to form agreement (attached hereto) #**C-15-143-06-09** with **Master Fibers, Inc.** for the purposes of: **"Purchase, Removal & Related Services for Shredded & Recyclable Material" (on an as needed basis)** for **Hidalgo County Clerk's Office** now with **corrected insurance certificate.**

***Note: will be placed on the next CC agenda for approval.**

Please advise.

Thanks.

Leticia H. Saenz, CPPB/Contracts Manager
Hidalgo County Purchasing Department
2812 South Business Highway 281
Edinburg, Texas 78539
***P**(956) 318-2626 **F**(956) 318-2629*
Email: leticia.saenz@co.hidalgo.tx.us

...DON'T WORRY...BE HAPPY...

AI-50073 **Purchasing Department** **22. K. 1.**

CC - REGULAR

Meeting Date: 06/23/2015

Submitted For: Elena Gomez, PURCHASING DEPT.

Submitted By: Elena Gomez, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

Acceptance and approval of contract [bid awarded by CC on 06-09-15] with Robert Sanchez d/b/a Kill A Bug Pest Control for bid: "Pest Control Services" for Hidalgo County under RFB 2015-031-MEG.

BACKGROUND

Current Contract expires 07/12/15
New contract commencing on 07/13/15
Contract # C-15-031-06-23 - Robert Sanchez dba Kill A Bug Pest Control
Email approval by Legal

Fiscal Impact

FISCAL YEAR: **ACCT. #:**

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

BUDGETARY IMPACT:

various accounts due to County Wide project

FISCAL YEAR: 2015 **ACCT. #:** 5-1200-431-00-123-005-0-425

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

BUDGETARY IMPACT:

FISCAL YEAR: 2015 **ACCT. #:** 5-1200-431-00-122-005-0-425

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

BUDGETARY IMPACT:

Funds available as of 6/16/15.

FISCAL YEAR: 2015 **ACCT. #:** 5-1200-431-00-121-004-0-425

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

BUDGETARY IMPACT:
Funds available as of 6/16/15.

FISCAL YEAR: 2015 **ACCT. #:** 5-1200-431-00-121-005-0-425
FUNDS AVAILABLE Y/N?: y **MATCHING FUNDS Y/N?:** n
BUDGETARY IMPACT:
Funds available as of 6/16/15.

FISCAL YEAR: 2015 **ACCT. #:** 5-1100-452-00-121-013-0-425
FUNDS AVAILABLE Y/N?: y **MATCHING FUNDS Y/N?:** n
BUDGETARY IMPACT:
Funds available as of 6/16/15.

FISCAL YEAR: 2015 **ACCT. #:** 5-1100-432-00-121-001-0-425
FUNDS AVAILABLE Y/N?: y **MATCHING FUNDS Y/N?:** n
BUDGETARY IMPACT:
Funds available as of 6/16/15.

Attachments

Recommendation Pct 1,2,3
Bid page from vendor
Tab Sheet
Acceptance Sheet
Contract C-15-031-06-23-Kill A Bug Pest Control
approval by legal

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	06/15/2015 03:27 PM
Budget & Management	Veronica Ortiz	06/15/2015 04:33 PM
Glinda Pacheco	Glinda Pacheco	06/16/2015 02:35 PM
Auditor's Office	Monica Badillo	06/19/2015 05:54 PM
Form Started By: Elena Gomez		Started On: 06/10/2015 02:51 PM
Final Approval Date: 06/19/2015		

MEMORANDUM

Pct 1

TO: **ALL PRECINCTS and FACILITIES MANAGEMENT**

FROM: Elena Gomez, Buyer II
Hidalgo County Purchasing Department

DATE: April 23, 2015

RE: Request Recommendation for RFB 2015-031-04-22-MEG
"Pest Control Services"

Attach you will find a copy of the bid tabulation form and copies of all three (3) participants bid page for the above referenced project for your review and consideration. Please reply with your recommendation. We will attempt to present award of bid/contract at the next Commissioners Court Meeting therefore; please reply by 10:00 a.m. Monday MAY 4, 2015. The current contract expires on 05/12/15

Indicate recommendations or concerns on the space provided below and reply via email: elena.gomez@co.hidalgo.tx.us or fax 956-292-7612. Please include the account number(s) for the above mentioned project.

Should you have any questions or require further information, do not hesitate to call me at 318-2626 extension 4855. Thank you for your attention and cooperation to this matter.

Award to Vendor(s):	Recommendation
Kill A Bug	

5-1200-431-00-121-005-0-425 R&B

Budget Acct №: 5-1200-431-00-121-004-0-425 Admin
5-1100-452-00-121-013-0-425 Parks

Department: 5-1100-432-00-121-001-0-425 Sanitation

Concerns: _____

Authorized Signature

Raul Lozano
Printed Name

4/29/15
Date

MEMORANDUM

Pct 2

PRECINCT NO. 2

2015 APR 29 PM 2 43

TO: **ALL PRECINCTS and FACILITIES MANAGEMENT**

FROM: Elena Gomez, Buyer II
Hidalgo County Purchasing Department

DATE: April 23, 2015

RE: Request Recommendation for RFB 2015-031-04-22-MEG
"Pest Control Services"

Attach you will find a copy of the bid tabulation form and copies of all three (3) participants bid page for the above referenced project for your review and consideration. Please reply with your recommendation. We will attempt to present award of bid/contract at the next Commissioners Court Meeting therefore; please reply by 10:00 a.m. Monday MAY 4, 2015. The current contract expires on 05/12/15

Indicate recommendations or concerns on the space provided below and reply via email: elena.gomez@co.hidalgo.tx.us or fax 956-292-7612. Please include the account number(s) for the above mentioned project.

Should you have any questions or require further information, do not hesitate to call me at 318-2626 extension 4855. Thank you for your attention and cooperation to this matter.

Award to Vendor(s):	Recommendation
Kill A Bug	Low Bid

Budget Acct №: 5-1200-431-00-122-005-0-425
5-XX00-4XX-00-122-00X-0-425

Department: Precinct 2

Concerns: _____

Authorized Signature

Armando Garza Jr. 5 11/15
Printed Name Date

MEMORANDUM

TO: **ALL PRECINCTS and FACILITIES MANAGEMENT** Pct 3

FROM: Elena Gomez, Buyer II
Hidalgo County Purchasing Department

DATE: April 23, 2015

RE: Request Recommendation for RFB 2015-031-04-22-MEG
"Pest Control Services"

Attach you will find a copy of the bid tabulation form and copies of all three (3) participants bid page for the above referenced project for your review and consideration. Please reply with your recommendation. We will attempt to present award of bid/contract at the next Commissioners Court Meeting therefore; please reply by 10:00 a.m. Monday MAY 4, 2015. The current contract expires on 05/12/15

Indicate recommendations or concerns on the space provided below and reply via email: elena.gomez@co.hidalgo.tx.us or fax 956-292-7612. Please include the account number(s) for the above mentioned project.

Should you have any questions or require further information, do not hesitate to call me at 318-2626 extension 4855. Thank you for your attention and cooperation to this matter.

Award to Vendor(s):	Recommendation
Kill A Bug	Terminix

Budget Acct №: 5-100-451-00-123-005-0435

Department: Precinct #3

Concerns: N/A

Joe M. Flores 4.24.15

Authorized Signature Printed Name Date

Bid
for
HIDALGO COUNTY
"PEST CONTROL SERVICES"
BID NO.: 2015-031-04-22-MEG

ORIGINAL

To: Martha L. Salazar, CPPB, Purchasing Agent
Physical Address: 2802 S. Business Hwy. 281 -New Administration Building
Mailing/Postal Address: 2812 S. Business Hwy. 281
Edinburg, Texas 78539

In accordance with the Specifications, and subject to all laws and regulations of the United States and state and local laws, the undersigned bidder proposes and commits to furnish all labor, equipment, material, software and services as set forth in the documents hereinbefore mentioned. The undersigned bidder further agrees, upon acceptance of its bid, to execute a contract and/or Purchase Order issued by Hidalgo County for performing and completing the work described in the Specifications within the time stated and for the prices proposed in the documents attached hereto and made a part hereof.

Bidder acknowledges receipt of all of the pages of the documents referenced in the Invitation to Bid Checklist presented in connection with this procurement. Bidder understands that Hidalgo County reserves the right to reject any or all bids and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best bid.

Bidder agrees that this bid shall be good and may not be withdrawn for a period of ninety (90) calendar days after the scheduled closing time for receiving bids, as contained in the Specifications.

Respectfully submitted,

Bidder: Kill-A-Bug Pest Control
Address: 4913 S. 24th
By: Robert Sanchez
Printed Name: Robert Sanchez
Title: Owner

EXHIBIT "B"
HIDALGO COUNTY
"PEST CONTROL SERVICES"
RFB NO. 2015-031-04-22-MEG

OPENED
4/22/15 2:45 pm
Witnessed

	Hidalgo County Sites: The following listed sites are to be billed to:	COMMODITY CODE 910-59 PRICES		
		Reg. Pest Control Srvs Fees	Termite Treatment Fees	Bee Eradication Fees
1	Administration Bldg. 100 E. Cano Edinburg, Texas	$ 25.00	$ 2.40 p/linear ft	$ 125.00
2	Courthouse 100 N. Closner Edinburg, Texas	$ 35.00	$	$
3	Courthouse, Annex I 100 N. Closner Edinburg, Texas	$ 35.00	$	$
4	Election's Office 101 S. 10th Ave Edinburg, Texas 78539	$ 15.00	$	$
5	Old Juvenile Detention 3100 S. Hwy 281 Edinburg, Texas	$ 15.00	$	$
6	Precinct No. 3-Offices(f/n/a-La Mansion) 2401 N. Moorefield Mission, Texas	$ 25.00	$	$
7	DPS & JP Offices 1212 S. 25th Edinburg, Texas	$ 15.00	$	$
8	Edinburg Health/WIC Clinics 3105 E. Richardson Edinburg, Texas	$ 15.00	$	$
9	Extension Service 410 N. 13th Edinburg, Texas	$ 15.00	$	$
10	DPS 410 N. 13th Edinburg, Texas	$ 15.00	$	$
11	Health Department 1304 S. 25th Street Weslaco, Texas	$ 15.00	$	$
12	McAllen License 300 E. Hackberry McAllen, Texas	$ 10.00	$	$
13	San Carlos Warehouse E. 107 & 6 Street San Carlos, Texas	$ 25.00	$	$

Exhibit "B" Bid Page

EXHIBIT "B"
HIDALGO COUNTY
"PEST CONTROL SERVICES"
RFB NO. 2015-031-04-22-MEG

OPENED 4/22/15 2:45pm Witnessed

	Hidalgo County Sites: The following listed sites are to be billed to:	PRICES		
		Reg. Pest Control Srvs Fees	Termite Treatment Fees	Bee Eradication Fees
14	Mission Health/WIC Clinic W. Old Hwy 83 & S. Breyfogle Mission, Texas	$ 15.00	$ 2.40 p/linear ft	$ 125.00
15	McAllen Health Clinic 300 E. Hackberry McAllen, Texas	$ 15.00	$	$
16	Weslaco Health/WIC Clinic 1901 N. Bridge Weslaco, Texas	$ 25.00	$	$
17	Pharr Health/WIC Clinic 1905 Fir Street Pharr, Texas	$ 15.00	$	$
18	JP's, Constables offices & Elsa Health/WIC Clinics 708 N. Edinburg St. Elsa, Texas	$ 35.00	$	$
19	Health & WIC Clinics Hwy. 83 1/4 Mi. W. of Town Light Sullivan City, Texas	$ 25.00	$	$
20	Mission License 722 Breyfogle Mission, Texas	$ 15.00	$	$
21	Weslaco License 1902 Joe Stephens Weslaco, Texas	$ 15.00	$	$
22	Community Resource Center/WIC 6th Street San Carlos, Texas	$ 15.00	$	$
23	Hidalgo Health/WIC Clinics 702 E. Tejano Hidalgo, Texas	$ 25.00	$	$
24	JP Office 1902 Joe Stephens Weslaco, Texas	$ 15.00	$	$
25	Delta Bldg. (Old Jail) -Storage Bldg 3100 S. Hwy 281, -C Edinburg, Texas	$ 15.00	$	$
26	After Care Program(Bill Separately) 1711 N. Bridge Weslaco, Tx	$ 45.00	$	$

Exhibit "B" Bid Page

EXHIBIT "B"
HIDALGO COUNTY
"PEST CONTROL SERVICES"
RFB NO. 2015-031-04-22-MEG

OPENED 4/22/15 @ 9:45am witnessed

	Hidalgo County Sites: The following listed sites are to be billed to:	PRICES		
		Reg. Pest Control Srvs Fees	Termite Treatment Fees	Bee Eradication Fees
27	Youth Village Boot Camp 1711 N. Bridge Weslaco, Texas	$ 35.00	$ 2.40 p/linear ft	$ 125.00
28	Health /WIC Clinic 211 South Schuerbach Mission, Tx	$ 25.00	$ "	$ "
29	Rehab Center (Bill Separately) 1000 M. Road Edinburg, Tx	$ 45.00	$	$
30	430th District Court 111 South 9th Street Edinburg, Texas	$ 15.00	$	$
31	Community Resource Center 509 E. Earling Road San Juan, Texas	$ 15.00	$	$
32	Restitution Center(Bill Separately) 1124 N. M Road Edinburg, Tx	$ 45.00	$	$
33	Horizon Building 224 N. 12 Ave. Edinburg, Texas	$ 15.00	$	$
34	Bennet Building 216 N. 12 Ave. Edinburg, Texas	$ 15.00	$	$
35	Adult Probation Facility 3100 S. Bus. 281, Bldg. -B Edinburg, Texas	$ 35.00	$	$
36	Administration Building (fka K-Mart Building) 2802 S. Bus. 281 Edinburg, Texas	$ 35.00	$	$
37	JP'S & Constables offices 730 Breyfogle Mission, Texas	$ 15.00	$	$
38	Boy's and Girl's Club 6th St. San Carlos, Texas	$ 10.00	$	$
39	Progreso Resource Center 5 Mile South Bus. 83 on FM 1015 Progreso, Texas	$ 15.00	$	$

EXHIBIT "B'
HIDALGO COUNTY
"PEST CONTROL SERVICES"
RFB NO. 2015-031-04-22-MEG

OPENED 4/22/15 10am Witnessed

	Hidalgo County Sites: The following listed sites are to be billed to:	PRICES Reg. Pest Control Srvs Fees	Termite Treatment Fees	Bee Eradication Fees
40	Old Carpenters Shop 219 E. Loeb Edinburg, Texas	$ 10.00	$ 2.40 p/linear ft	$ 125.00
41	Buildings and Grounds Office 3100 S. 281, Bldg.-D Edinburg, Texas	$ 15.00	$ "	$ "
42	Juvenile Justice Center (approx. 140,000 sq ft.) 1001 N. Doolittle Edinburg, Tx	$ 115.00	$	$
43	HIDTA Task Force -Offices 3100 S. Closner- Edinburg, TX	$ 15.00	$	$
44	HIDTA Task Force -Storage 3100 S. Closner Edinburg, TX	$ 15.00	$	$
45	Buildings and Grounds –Storage (4 Buildings -9964 sq. ft total) 3100 S. Bus. 281, Bldgs. D-G Edinburg, TX	$ 25.00	$	$
46	County Clerks- Document Storage (f/n/a Robert's Chevrolet) 317 N. Closner Edinburg, Tx	$ 15.00	$	$
47	Health/WIC/Tax & Planning Offices 722 Breyfogle Mission, TX	$ 15.00	$	$
48	Multi-Purpose Facility (San Juan –CRC Tower bldg.) 1429 South Tower Road Alamo, Tx 78516	$ 25.00	$	$
49	Election Warehouse 317 N. Closner Edinburg, Tx	$ 15.00	$	$
50	Pct 2 Multi Center Hall Acres Health/WIC/Auto Tax/ JP's/ Pct 2 Adm	$ 35.00	$	$
51	Pct 1 Sunrise Hill (2) Portable Buildings	$ 25.00	$	$
52	Hidalgo Cty Substance Abuse & Primary Care Facilities 3105 E. Schunior Edinburg, Texas	$ 25.00	$	$

EXHIBIT "B'
HIDALGO COUNTY
"PEST CONTROL SERVICES"
RFB NO. 2015-031-04-22-MEG

OPENED 4/22/15 @ 9:45am Witnessed

HIDALGO COUNTY PRECINCT NO. 1 SITES:		BILL TO ADDRESS: 1902 Joe Stephens Weslaco, Texas 78596 Contact: Noe Montez 956-968-8733		
Hidalgo County Sites:		PRICES		
		Reg. Pest Control Srvs Fees	Termite Treatment Fees	Bee Eradication Fees
1	Precinct No 1 Office 1902 Joe Stephen Weslaco, Texas	$ 15.00	$ 2.40 p/liner ft	$ 125.00
2	Precinct No. 1 Parks Office- Delta Lake & Shop	$ 25.00	$ "	$ "
3	Precinct No. 1 Shop- 1902 Joe Stephens (Rear) Weslaco, Texas	$ 15.00	$	$
4	Precinct No. 1 (Two 2 each) Portable Buildings at Sunrise Hill Park, Weslaco TX.	$ 25.00	$	$
5	Sunrise Hill-Pavilion Weslaco, Tx	$ 25.00	$	$
6	Veteran Park Facilities Monte Alto, Tx	$ 15.00	$	$
7	Collection Site (Under Construction) North of Sunrise Hill Park, Weslaco, Tx	$ 15.00	$	$

HIDALGO COUNTY PRECINCT NO. 2 SITES:		BILL TO ADDRESS: 301 E. State Pharr, Texas 78577 Contact: Yolanda Cisneros 956-787-1891		
Hidalgo County Sites:		PRICES		
		Reg. Pest Control Srvs Fees	Termite Treatment Fees	Bee Eradication Fees
1	Corner of State & Birch 301 E. State Pharr, Tx	$ 15.00	$ 2.40 p/liner ft	$ 125.00
2	Corner of State & Corner Office 329 E. State Pharr, Texas	$ 15.00	$ "	$ "
3	Mechanic Precinct No. 2 Shop- 329 E. State Pharr, Texas	$ 15.00	$	$
4	Cypress Street- 109 N. Cypress Pharr, Texas	$ 15.00	$	$
5	Las Milpas- 3 Buildings 6 ½ Miles S. 281 Pharr, Tx	$ 25.00	$	$
	McAllen Palmer Pavilion	$ 15.00		

EXHIBIT "B"
HIDALGO COUNTY
"PEST CONTROL SERVICES"
RFB NO. 2015-031-04-22-MEG

6	301 E. Hackberry #R McAllen, Tx	$	$ 2.40 pl linear ft	$ 125.00
7	McAllen Les Gilmore Kitchen- 301 E. Hackberry #R McAllen, Tx	$ 15.00	$	$
8	McAllen House 301 E. Hackberry- #HSE- McAllen, Tx	$ 15.00	$	$
9	Lopezville Rodriguez & Minnesota (RR) Pharr, Tx	$ 15.00	$	$
10	Office- El Gato Collection Site El Gato Road East of Tower Alamo, Tx	$ 15.00	$	$

HIDALGO COUNTY PRECINCT NO. 3 SITES:		**BILL TO ADDRESS:** 724 N. Breyfogle Mission, Texas78574 Contact Person: Norma Ceballos 956-585-4509		
Hidalgo County Sites:		**PRICES**		
		Reg. Pest Control Srvs Fees	**Termite Treatment Fees**	**Bee Eradication Fees**
1	Veteran Pavilion 1 Mile South Inspiration Road- Mission, TX	$ 15.00	$ 2.40 pl linear ft	$ 125.00
2	Barbecue House, 1 Mile South Inspiration Road- Mission, TX	$ 15.00	$	$
3	Los Ebanos Pavilion- Los Ebanos, TX	$ 15.00	$	$
4	Anzalduas Park Office 6 Miles South Conway Mission, Tx	$ 15.00	$	$
5	Hidalgo Cty.Pct No. 3 Office 724 N. Breyfogle Mission, TX	$ 15.00	$	$
6	Hidalgo County Pct. 3 Office 7 Mile Line Between Iowa & Texan Rd. Mission, Tx	$ 25.00	$	$
7	Motor Pool (mechanic shop) 7 Mile Line between Iowa and Texan Rd Mission, Tx	$ 15.00	$	$

OPENED
4/22/15
9:45am
Witnessed

EXHIBIT "B"
HIDALGO COUNTY
"PEST CONTROL SERVICES"
RFB NO. 2015-031-04-22-MEG

HIDALGO COUNTY PRECINCT NO. 4 SITES:		BILLING ADDRESS: 1102 N. Doolittle Road Edinburg, Texas 78541 Contact: Gloria Beltran 956-383-3112		
Hidalgo County Sites:		PRICES		
		Reg. Pest Control Srvs Fees	Termite Treatment Fees	Bee Eradication Fees
1	Hidalgo Cty. Pct. 4 (Office) 1102 N. Doolittle Edinburg, Tx	$ 10.00	$ 2.40 p/linear ft	$ 125.00
2	Hidalgo Cty. Pct. 4(Shop Office & Vehicle Service Area) 1102 N. Doolittle Edinburg, Tx	$ 10.00	$ "	$ "
3	Hidalgo Cty. Pct. 4(Recovery Center) 1102 N. Doolittle Edinburg, Tx	$ 15.00	$ "	$ "
4	Hidalgo Cty. Pct. 4 (New Offices) 1101 N. Doolittle Edinburg, Tx	$ 15.00	$ "	$ "

ADDITIONAL SITES		BILLING ADDRESS: depending on the department requesting services		
Hidalgo County Sites:		PRICES		
		Reg. Pest Control Srvs Fees	Termite Treatment Fees	Bee Eradication Fees
1		$ 25.00	$ 2.40 p/linear ft	$ 125.00
2		$ 25.00	$ "	$ "

- Call will include multiple Bee eradication at the same site in the same day.
- Addition sites: Vendor must submit a bid as a fixed flat rate, Hidalgo County will not except a per sq. ft for additional sites.

OPENED 9:15am 4/22/15 Witnessed

Exhibit "B" Bid Page

EXHIBIT "B"
HIDALGO COUNTY
"PEST CONTROL SERVICES"
RFB NO. 2015-031-04-22-MEG

Bidder/Company Name: Kill-A-Bug Pest Control

Address: 4913 S. 24th st

City/State/Zip: McAllen, TX 78503

Phone No/Fax No: (956) 655-1698 / Fax N/A

Cell Phone No: (956) 341-4192

E-Mail Address: Killabugpc@yahoo.com

Authorized Signature:

Title: Owner

OPENED
4/22/15
9:45am
Witnessed

TUBLATION SHEET
HIDALGO COUNTY
"PEST CONTROL SERVICES"
RFB NO. 2015-031-04-22-MEG

Hidalgo County Sites: The following listed sites are to be billed to:		Excellent Pest Control McAllen Texas			Kill A Bug McAllen Texas			Pro Tech San Juan, Texas		
		Reg. Pest Control Srvs Fees	Termite Treatment Fees	Bee Eradication Fees	Reg. Pest Control Srvs Fees	Termite Treatment Fees	Bee Eradication Fees	Reg. Pest Control Srvs Fees	Termite Treatment Fees	Bee Eradication Fees
1	Administration Bldg. 100 E. Cano Edinburg, Texas	88.00	2.50 per liner ft	135.00	25.00	2.40 per liner ft	125.00	30.00	2.60	200.00
2	Courthouse 100 N. Closner Edinburg, Texas	98.00	2.50 per liner ft	135.00	35.00	2.40 per liner ft	125.00	40.00	2.60	200.00
3	Courthouse, Annex I 100 N. Closner Edinburg, Texas	98.00	2.50 per liner ft	135.00	35.00	2.40 per liner ft	125.00	40.00	2.60	300.00
4	Election's Office 101 S. 10th Ave Edinburg, Texas 78539	78.00	2.50 per liner ft	135.00	15.00	2.40 per liner ft	125.00	20.00	2.50	200.00
5	Old Juvenile Detention 3100 S. Hwy 281 Edinburg, Texas	78.00	2.50 per liner ft	135.00	15.00	2.40 per liner ft	125.00	20.00	2.65	200.00
6	Precinct No. 3-Offices(f/n/a-La Mansion) 2401 N. Moorefield Mission, Texas	88.00	2.50 per liner ft	135.00	25.00	2.40 per liner ft	125.00	40.00	2.60	300.00
7	DPS & JP Offices 1212 S. 25th Edinburg, Texas	78.00	2.50 per liner ft	135.00	15.00	2.40 per liner ft	125.00	20.00	3.00	200.00
8	Edinburg Health/WIC Clinics 3105 E. Richardson Edinburg, Texas	78.00	2.50 per liner ft	135.00	15.00	2.40 per liner ft	125.00	20.00	2.75	300.00
9	Extension Service 410 N. 13th Edinburg, Texas	78.00	2.50 per liner ft	135.00	15.00	2.40 per liner ft	125.00	20.00	3.00	100.00
10	DPS 410 N. 13th Edinburg, Texas	78.00	2.50 per liner ft	135.00	15.00	2.40 per liner ft	125.00	20.00	3.00	100.00
11	Health Department 1304 S. 25th Street Weslaco, Texas	78.00	2.50 per liner ft	135.00	15.00	2.40 per liner ft	125.00	30.00	2.60	100.00
12	McAllen License 300 E. Hackberry McAllen, Texas	78.00	2.50 per liner ft	135.00	10.00	2.40 per liner ft	125.00	20.00	3.00	100.00

Hidalgo County Sites: The following listed sites are to be billed to:		Excellent Pest Control McAllen Texas			Kill A Bug McAllen Texas			Pro Tech San Juan, Texas		
		Reg. Pest Control Srvs Fees	Termite Treatment Fees	Bee Eradication Fees	Reg. Pest Control Srvs Fees	Termite Treatment Fees	Bee Eradication Fees	Reg. Pest Control Srvs Fees	Termite Treatment Fees	Bee Eradication Fees
13	San Carlos Warehouse E. 107 & 6 Street San Carlos, Texas	88.00	2.50 per liner ft	135.00	25.00	2.40 per liner ft	125.00	30.00	2.75	300.00
14	Mission Health/WIC Clinic W. Old Hwy 83 & S. Breyfogle Mission, Texas	78.00	2.50 per liner ft	135.00	15.00	2.40 per liner ft	125.00	30.00	2.65	300.00
15	McAllen Health Clinic 300 E. Hackberry McAllen, Texas	78.00	2.50 per liner ft	135.00	15.00	2.40 per liner ft	125.00	20.00	2.60	200.00
16	Weslaco Health/WIC Clinic 1901 N. Bridge Weslaco, Texas	88.00	2.50 per liner ft	135.00	25.00	2.40 per liner ft	125.00	20.00	2.75	200.00
17	Pharr Health/WIC Clinic 1905 Fir Street Pharr, Texas	78.00	2.50 per liner ft	135.00	15.00	2.40 per liner ft	125.00	20.00	2.65	200.00
18	JP's, Constables offices & Elsa Health/WIC Clinics 708 N. Edinburg St. Elsa, Texas	98.00	2.50 per liner ft	135.00	35.00	2.40 per liner ft	125.00	40.00	3.00	300.00
19	Health & WIC Clinics Hwy. 83 1/4 Mi. W. of Town Light Sullivan City, Texas	88.00	2.50 per liner ft	135.00	25.00	2.40 per liner ft	125.00	30.00	3.00	300.00
20	Mission License 722 Breyfogle Mission, Texas	78.00	2.50 per liner ft	135.00	15.00	2.40 per liner ft	125.00	20.00	2.60	100.00
21	Weslaco License 1902 Joe Stephens Weslaco, Texas	78.00	2.50 per liner ft	135.00	15.00	2.40 per liner ft	125.00	20.00	2.75	200.00
22	Community Resource Center/WIC 6th Street San Carlos, Texas	78.00	2.50 per liner ft	135.00	15.00	2.40 per liner ft	125.00	30.00	2.65	200.00
23	Hidalgo Health/WIC Clinics 702 E. Tejano Hidalgo, Texas	88.00	2.50 per liner ft	135.00	25.00	2.40 per liner ft	125.00	30.00	2.75	300.00
24	JP Office 1902 Joe Stephens Weslaco, Texas	78.00	2.50 per liner ft	135.00	15.00	2.40 per liner ft	125.00	20.00	2.75	300.00

Hidalgo County Sites: The following listed sites are to be billed to:		Excellent Pest Control McAllen Texas			Kill A Bug McAllen Texas			Pro Tech San Juan, Texas		
		Reg. Pest Control Srvs Fees	Termite Treatment Fees	Bee Eradication Fees	Reg. Pest Control Srvs Fees	Termite Treatment Fees	Bee Eradication Fees	Reg. Pest Control Srvs Fees	Termite Treatment Fees	Bee Eradication Fees
25	Delta Bldg. (Old Jail) -Storage bldg 3100 S. Hwy 281, -C Edinburg, Texas	78.00	2.50 per liner ft	135.00	15.00	2.40 per liner ft	125.00	20.00	2.60	100.00
26	After Care Program(BillSeparately) 1711 N. Bridge Weslaco, Tx	108.00	2.50 per liner ft	135.00	45.00	2.40 per liner ft	125.00	50.00	2.75	200.00
27	Youth Village Boot Camp 1711 N. Bridge Weslaco, Texas	108.00	2.50 per liner ft	135.00	35.00	2.40 per liner ft	125.00	50.00	2.75	200.00
28	Health /WIC Clinic 211 South Schuerbach Mission, Tx	88.00	2.50 per liner ft	135.00	25.00	2.40 per liner ft	125.00	20.00	2.60	100.00
29	Rehab Center (Bill Separately) 1000 M. Road Edinburg, Tx	108.00	2.50 per liner ft	135.00	45.00	2.40 per liner ft	125.00	30.00	2.75	200.00
30	430th District Court 111 South 9th Street Edinburg, Texas	78.00	2.50 per liner ft	135.00	15.00	2.40 per liner ft	125.00	20.00	2.60	100.00
31	Community Resource Center 509 E. Earling Road San Juan, Texas	78.00	2.50 per liner ft	135.00	15.00	2.40 per liner ft	125.00	30.00	2.75	300.00
32	Restitution Center(Bill Separately) 1124 N. M Road Edinburg, Tx	118.00	2.50 per liner ft	135.00	45.00	2.40 per liner ft	125.00	50.00	2.75	300.00
33	Horizon Building 224 N. 12 Ave. Edinburg, Texas	78.00	2.50 per liner ft	135.00	15.00	2.40 per liner ft	125.00	20.00	2.60	100.00
34	Bennet Building 216 N. 12 Ave. Edinburg, Texas	78.00	2.50 per liner ft	135.00	15.00	2.40 per liner ft	125.00	20.00	2.60	100.00
35	Adult Probation Facility 3100 S. Bus. 281, Bldg. -B Edinburg, Texas	98.00	2.50 per liner ft	135.00	35.00	2.40 per liner ft	125.00	40.00	2.75	200.00
36	Administration Building (fka K-Mart Building) 2802 S. Bus. 281 Edinburg, Texas	98.00	2.50 per liner ft	135.00	35.00	2.40 per liner ft	125.00	40.00	2.75	200.00
37	JP'S & Constables offices 730 Breyfogle	78.00	2.50 per	135.00	15.00	2.40 per liner ft	125.00	20.00	2.75	200.00

Hidalgo County Sites: The following listed sites are to be billed to:		Excellent Pest Control McAllen Texas			Kill A Bug McAllen Texas			Pro Tech San Juan, Texas		
		Reg. Pest Control Srvs Fees	Termite Treatment Fees	Bee Eradication Fees	Reg. Pest Control Srvs Fees	Termite Treatment Fees	Bee Eradication Fees	Reg. Pest Control Srvs Fees	Termite Treatment Fees	Bee Eradication Fees
	Mission, Texas		liner ft							
38	Boy's and Girl's Club 6th St. San Carlos, Texas	78.00	2.50 per liner ft	135.00	10.00	2.40 per liner ft	125.00	10.00	3.00	300.00
39	Progreso Resource Center 5 Mile South Bus. 83 on FM 1015 Progreso, Texas	78.00	2.50 per liner ft	135.00	15.00	2.40 per liner ft	125.00	20.00	2.75	300.00
40	Old Carpenters Shop 219 E. Loeb Edinburg, Texas	70.00	2.50 per liner ft	135.00	10.00	2.40 per liner ft	125.00	10.00	2.65	100.00
41	Buildings and Grounds Office 3100 S. 281, Bldg.-D Edinburg, Texas	78.00	2.50 per liner ft	135.00	15.00	2.40 per liner ft	125.00	20.00	2.60	100.00
42	Juvenile Justice Center (approx. 140,000 sq ft.) 1001 N. Doolittle Edinburg, Tx	195.00	2.50 per liner ft	135.00	115.00	2.40 per liner ft	125.00	50.00	2.75	200.00
43	HIDTA Task Force -Offices 3100 S. Closner- Edinburg, TX	78.00	2.50 per liner ft	135.00	15.00	2.40 per liner ft	125.00	20.00	2.65	100.00
44	HIDTA Task Force -Storage 3100 S. Closner Edinburg, TX	78.00	2.50 per liner ft	135.00	15.00	2.40 per liner ft	125.00	20.00	2.65	100.00
45	Buildings and Grounds –Storage (4 Buildings -9964 sq. ft total) 3100 S. Bus. 281, Bldgs. D-G Edinburg, TX	88.00	2.50 per liner ft	135.00	25.00	2.40 per liner ft	125.00	20.00	3.00	100.00
46	County Clerks- Document Storage (f/n/a Robert's Chevrolet) 317 N. Closner Edinburg, Tx	78.00	2.50 per liner ft	135.00	15.00	2.40 per liner ft	125.00	20.00	3.00	100.00
47	Health/WIC/Tax & Planning ffices 722 Breyfogle Mission, TX	78.00	2.50 per liner ft	135.00	15.00	2.40 per liner ft	125.00	30.00	2.75	100.00
48	Multi-Purpose Facility (San Juan – CRC Tower bldg.) 1429 South Tower Road Alamo, Tx 78516	88.00	2.50 per liner ft	135.00	25.00	2.40 per liner ft	125.00	20.00	2.75	300.00

TUBLATION SHEET
HIDALGO COUNTY
"PEST CONTROL SERVICES"
RFB NO. 2015-031-04-22-MEG

Hidalgo County Sites: The following listed sites are to be billed to:		Excellent Pest Control McAllen Texas			Kill A Bug McAllen Texas			Pro Tech San Juan, Texas		
		Reg. Pest Control Srvs Fees	Termite Treatment Fees	Bee Eradication Fees	Reg. Pest Control Srvs Fees	Termite Treatment Fees	Bee Eradication Fees	Reg. Pest Control Srvs Fees	Termite Treatment Fees	Bee Eradication Fees
49	Election Warehouse 317 N. Closner Edinburg, Tx	78.00	2.50 per liner ft	135.00	15.00	2.40 per liner ft	125.00	20.00	2.60	100.00
50	Pct 2 Multi Center Hall Acres Health/WIC/Auto Tax/ JP's/ Pct 2 Adm	95.00	2.50 per liner ft	135.00	35.00	2.40 per liner ft	125.00	60.00	2.75	200.00
51	Pct 1 Sunrise Hill (2) Portable Buildings	88.00	2.50 per liner ft	135.00	25.00	2.40 per liner ft	125.00	20.00	3.00	300.00
52	Hidalgo Cty Substance Abuse & Primary Care Facilities 3105 E. Schunior- Edinburg, Texas	98.00	2.50 per liner ft	135.00	25.00	2.40 per liner ft	125.00	50.00	2.75	300.00

HIDALGO COUNTY PRECINCT NO. 1 SITES:

Hidalgo County Sites:		Excellent Pest Control McAllen Texas			Kill A Bug McAllen Texas					
		Reg. Pest Control Srvs Fees	Termite Treatment Fees	Bee Eradication Fees	Reg. Pest Control Srvs Fees	Termite Treatment Fees	Bee Eradication Fees	Reg. Pest Control Srvs Fees	Termite Treatment Fees	Bee Eradication Fees
1	Precinct No 1 Office 1902 Joe Stephen Weslaco, Texas	78.00	2.50 per liner ft	135.00	15.00	2.40 per liner ft	125.00	20.00	2.75	200.00
2	Precinct No. 1 Parks Office- Delta Lake & Shop	88.00	2.50 per liner ft	135.00	25.00	2.40 per liner ft	125.00	30.00	2.60	300.00
3	Precinct No. 1 Shop- 1902 Joe Stephens (Rear) Weslaco, Texas	78.00	2.50 per liner ft	135.00	15.00	2.40 per liner ft	125.00	20.00	2.60	100.00
4	Precinct No. 1 (2 each) Portable Buildings at Sunrise Hill Park, Weslaco TX.	88.00	2.50 per liner ft	135.00	25.00	2.40 per liner ft	125.00	20.00	2.75	300.00
5	Sunrise Hill-Pavilion Weslaco, Tx	88.00	2.50 per liner ft	135.00	25.00	2.40 per liner ft	125.00	20.00	2.75	300.00
6	Veteran Park Facilities Monte Alto, Tx	78.00	2.50 per liner ft	135.00	15.00	2.40 per liner ft	125.00	20.00	2.60	300.00
7	Collection Site (under construction) North of Sunrise Hill Park, Weslaco, Tx	78.00	2.50 per liner ft	135.00	15.00	2.40 per liner ft	125.00	20.00	2.75	300.00

HIDALGO COUNTY PRECINCT NO. 2 SITES:

	Hidalgo County Sites:	Excellent Pest Control McAllen Texas			Kill A Bug McAllen Texas			Pro Tech San Juan, Texas		
		Reg. Pest Control Srvs Fees	Termite Treatment Fees	Bee Eradication Fees	Reg. Pest Control Srvs Fees	Termite Treatment Fees	Bee Eradication Fees	Reg. Pest Control Srvs Fees	Termite Treatment Fees	Bee Eradication Fees
1	Corner of State & Birch 301 E. State Pharr, Tx	78.00	2.50 per liner ft	135.00	15.00	2.40 per liner ft	125.00	20.00	2.65	150.00
2	Corner of State & Corner Office 329 E. State Pharr, Texas	78.00	2.50 per liner ft	135.00	15.00	2.40 per liner ft	125.00	20.00	2.65	100.00
3	Mechanic Precinct No. 2 Shop- 329 E. State Pharr, Texas	78.00	2.50 per liner ft	135.00	15.00	2.40 per liner ft	125.00	20.00	2.65	100.00
4	Cypress Street- 109 N. Cypress Pharr, Texas	78.00	2.50 per liner ft	135.00	15.00	2.40 per liner ft	125.00	20.00	2.65	100.00
5	Las Milpas- 3 Buildings 6 ½ Miles S. 281 Pharr, Tx	88.00	2.50 per liner ft	135.00	25.00	2.40 per liner ft	125.00	30.00	2.65	150.00
6	McAllen Palmer Pavilion 301 E. Hackberry #R McAllen, Tx	78.00	2.50 per liner ft	135.00	15.00	2.40 per liner ft	125.00	20.00	2.65	100.00
7	McAllen Les Gilmore Kitchen- 301 E. Hackberry #R McAllen, Tx	78.00	2.50 per liner ft	135.00	15.00	2.40 per liner ft	125.00	20.00	2.75	100.00
8	McAllen House 301 E. Hackberry- #HSE- McAllen, Tx	78.00	2.50 per liner ft	135.00	15.00	2.40 per liner ft	125.00	20.00	2.75	100.00
9	Lopezville Rodriguez & Minnesota (RR) Pharr, Tx	78.00	2.50 per liner ft	135.00	15.00	2.40 per liner ft	125.00	10.00	2.75	100.00
10	Office- El Gato Collection Site El Gato Road East of Tower Alamo, Tx	78.00	2.50 per liner ft	135.00	15.00	2.40 per liner ft	125.00	20.00	2.75	200.00

HIDALGO COUNTY PRECINCT NO. 3 SITES:

	Hidalgo County Sites:	Excellent Pest Control McAllen Texas			Kill A Bug McAllen Texas			Pro Tech San Juan, Texas		
		Reg. Pest Control Srvs Fees	Termite Treatment Fees	Bee Eradication Fees	Reg. Pest Control Srvs Fees	Termite Treatment Fees	Bee Eradication Fees	Reg. Pest Control Srvs Fees	Termite Treatment Fees	Bee Eradication Fees
1	Veteran Pavilion 1 Mile South Inspiration Road- Mission, Tx	78.00	2.50 per liner ft	135.00	15.00	2.40 per liner ft	125.00	20.00	2.65	300.00
2	Barbecue House, 1 Mile South Inspiration Road- Mission, TX	78.00	2.50 per liner ft	135.00	15.00	2.40 per liner ft	125.00	20.00	2.65	300.00
3	Los Ebanos Pavilion- Los Ebanos, Tx	78.00	2.50 per liner ft	135.00	15.00	2.40 per liner ft	125.00	10.00	2.65	300.00
4	Anzalduas Park Office 6 Miles South Conway Mission, Tx	78.00	2.50 per liner ft	135.00	15.00	2.40 per liner ft	125.00	20.00	2.65	300.00
5	Hidalgo Cty.Pct No. 3 Office 724 N. Breyfogle Mission, TX	78.00	2.50 per liner ft	135.00	15.00	2.40 per liner ft	125.00	20.00	2.75	300.00
6	Hidalgo County Pct. 3 Office 7 Mile Line Between Iowa & Texan Rd. Mission, Tx	88.00	2.50 per liner ft	135.00	25.00	2.40 per liner ft	125.00	30.00	2.75	300.00
7	Motor Pool (mechanic shop) 7 Mile Line between Iowa and Texan Rd Mission, Tx	78.00	2.50 per liner ft	135.00	15.00	2.40 per liner ft	125.00	30.00	2.60	300.00

HIDALGO COUNTY PRECINCT NO. 4 SITES:

	Hidalgo County Sites:	Excellent Pest Control McAllen Texas			Kill A Bug McAllen Texas			Pro Tech San Juan, Texas		
		Reg. Pest Control Srvs Fees	Termite Treatment Fees	Bee Eradication Fees	Reg. Pest Control Srvs Fees	Termite Treatment Fees	Bee Eradication Fees	Reg. Pest Control Srvs Fees	Termite Treatment Fees	Bee Eradication Fees
1	Hidalgo Cty Pct 4 (Office) 1102 N. Doolittle Edinburg, Texas	78.00	2.50 per liner ft	135.00	10.00	2.40 per liner ft	125.00	20.00	2.65	200.00
2	Hidalgo Cty Pct 4 (Shop Office & Vehicle Services Area) 1102 N. Doolittle Edinburg Texas	78.00	2.50 per liner ft	135.00	10.00	2.40 per liner ft	125.00	20.00	2.65	200.00
3	Hidalgo Cty. Pct. 4(Recovery Center) 1102 N. Doolittle Edinburg, Tx	78.00	2.50 per liner ft	135.00	15.00	2.40 per liner ft	125.00	20.00	2.65	200.00
4	Hidalgo Cty. Pct. 4 (New Offices) 1101 N. Doolittle Edinburg, Tx	78.00	2.50 per liner ft	135.00	15.00	2.40 per liner ft	125.00	20.00	2.65	200.00

ADDITIONAL SITES :
BILLING ADDRESS: depending on the department requesting services

	Hidalgo County Sites:	Excellent Pest Control McAllen Texas			Kill A Bug McAllen Texas			Pro Tech San Juan, Texas		
		Reg. Pest Control Srvs Fees	Termite Treatment Fees	Bee Eradication Fees	Reg. Pest Control Srvs Fees	Termite Treatment Fees	Bee Eradication Fees	Reg. Pest Control Srvs Fees	Termite Treatment Fees	Bee Eradication Fees
1		88.00	2.50 per liner ft	135.00	25.00	2.40 per liner ft	125.00	60.00	2.75	200.00
2		88.00	2.50 per liner ft	135.00	35.00	2.40 per liner ft	125.00	60.00	2.75	200.00

- Call will include multiple Bee eradication at the same site in the same day.
- Addition sites: Vendor must submit a bid as a fixed flat rate, Hidalgo County will not except per sq. ft for additional sites.

HIDALGO COUNTY PURCHASING DEPARTMENT
ACCEPTANCE SHEET

DEPARTMENT NAME: HIDALGO COUNTY

BID OPENING DATE: April 22, 2015	**BID OPENING TIME: 9:30 A.M.**

DESCRIPTION OF BID: "Pest Control Services"

BID NO: 2015-031-04-22-MEG

NAME OF COMPANY	ACKNOWLEDGEMENT RECEIPT
1. Excellent Pest control / McAllen, Texas	✔
2. Kill –A- Bug/ McAllen, Texas	✔
3. Pro Tech/ San Juan, Texas	✔
4.	
5.	
6.	
7.	
8.	
9.	
10.	

THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

SERVICE CONTRACT
C-15-031-06-23

THIS CONTRACT is made and entered into this **23RD** day of **JUNE, 2015** by and between the **County of Hidalgo, Texas** ("County") and **ROBERT SANCHEZ** d/b/a **KILL A BUG PEST CONTROL** ("**C**ompany").

WHEREAS, Company responded to notices for Request for Sealed Bids (RFB) for **"PEST CONTROL SERVICES" (on an as needed basis)** (the "Services"); and

WHEREAS, Company submitted a sealed quote to provide services in accordance with Exhibit "A" Request for Sealed Bids (RFB) Procurement Packet attached hereto respectively, and incorporated herein for all purposes of (the "RFB"); and;

WHEREAS, in recognition of and in consideration of Company's agreement to perform the Services in accordance with Specifications within Exhibit "A" Request for Sealed Bids (RFB) Procurement Packet, the Commissioners Court of County awarded the sealed quote to Company.

NOW, THEREFORE, in mutual consideration of the foregoing and the further consideration of the following, the parties hereto agree as follows:

1. County and Company hereby agrees that this Contract is entered into in order to provide the Services to **Hidalgo County**. This Contract does not extend to any third parties any duties or benefits conferred in any manner hereunder or otherwise.

2. Company hereby promises and agrees to render and provide, during the term of this Contract, and shall be obligated to render and provide the services in accordance with the specifications contained in Exhibit "A" Request for Sealed Bids (RFB) Procurement Packet within

Hidalgo County following a request for Services by user Departments within **Hidalgo County**. Company agrees in performing the Services that it will use proper professional standards, comply with any and all appropriate laws and regulations in providing the Services, and devote such time as is necessary to safely and efficiently provide the Services. Further Hidalgo County reserves the right to request these services from other sources other than the successful vendor and shall not be in violation of any terms or conditions of said contract.

3. This Contract shall be for a period of **one (1) year (on an as needed basis)**, commencing on **JULY 13, 2015** and expiring on **JULY 12, 2016** and may be extended at the sole discretion of the County for an additional two (2) one (1) year terms under the same rates, terms and conditions. Hidalgo County also reserves the right to continue this sealed quote for an additional sixty (60) day grace period at the end of the contract term for unforeseen delay of award for the next term and contingent upon cost remaining unchanged.

4. As a condition of this Contract, Company shall hold and maintain throughout the term of this Contract all licenses and permits required, or which may be required by any authority during the term hereof to provide the Services.

5. All trucks or vehicles operated by the Company to perform the Services shall contain all equipment required by any authority to operate on streets and roads and all persons in the employ of Company who operate such trucks or vehicles shall have the required licenses, qualifications, skill and expertise to perform such Services and shall comply with all laws, rules and regulations prescribed by any agency or authority having jurisdiction with regard to the operation of such trucks or vehicles in providing the Services.

6. As consideration for rendering the Service provided for in this Contract, the County agrees to pay Company the amounts specified in Exhibit "B" attached hereto payable against

written invoice submitted by Company.

7. Company shall provide insurance in force on all its vehicles and all persons connected with providing services under this Contract naming County as an additional insured (with the coverages and in the amounts described on Exhibit "C" attached hereto and incorporated herein at this point for all purposes), and shall furnish to County certificates of such insurance coverage.

8. Company shall provide a sufficient number of trucks, vehicles, personnel and equipment available to safely and efficiently provide the Services.

9. Company shall indemnify and hold harmless County, its elected officials, employees and agents from any and all claims, damages, losses, and expenses including attorney's fees for the defense of any action against County arising out of, resulting from, or connected with the provision of the Service by Company under this Contract. Said indemnity shall cover any act or failure to act by the Company, its agents or employees.

10. This Contract shall not be assignable in whole or in part by either party without prior written consent of the other party.

11. It is expressly agreed that this Contract and the performance by the parties hereunder does not create any agency relationship or master-servant relationship that County has no supervision of the performance of the Services provided by Company, and that Company is an independent contractor under this Contract.

12. Any notice required or permitted to be given hereunder shall be in writing and shall be delivered personally or sent by certified mail, postage prepaid, as set forth below:

If to County: County of Hidalgo
Attn: County Judge
302 West University Drive
Edinburg, Texas 78539

If to Company: Robert Sanchez, Owner
ROBERT SANCHEZ d/b/a
KILL A BUG PEST CONTROL
4913 South 24th Street
McAllen, TX 78503

13. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

14. This Agreement may be terminated by County without cause upon thirty (30) days written notice.

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

16. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas and shall be performable in Hidalgo County.

17. **Commitment of Current Revenues Only**. In the event that, during any term hereof, the Commissioners Court does not appropriate sufficient funds to meet the obligations of County under this Agreement, County may terminate this Agreement upon ninety (90) days written notice to Company. County agrees, however, to use reasonable efforts to secure funds necessary for the continued performance of this Agreement. The parties intend this provision to be a continuing right to terminate this Agreement at the expiration of each budget period of County pursuant to the provisions of Tex. Loc. Govt. Code Ann. ' 271.903 (Vernon Supp. 1996).

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

19. **Immunities.** Nothing in this Agreement is intended to and County does not hereby waive, release or relinquish any right to assert any of the defenses County enjoys by virtue of the state or federal constitution, laws, rules or regulations, and any sovereign, official or qualified immunity available to County as to any claim or action of any person, entity, or individual against County.

20. **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.

WITNESS our hands in duplicate originals this ___day of _____, 2015

Approved by Commissioner's Court: _____, 2015.

APPROVED AS TO FORM
Atlas, Hall & Rodriguez, L.L.P.

By:_____
Stephen L. Crain, Attorney

COUNTY OF HIDALGO

ATTEST:

By: _____
Ramon Garcia, County Judge

By: _____
Arturo Guajardo, Jr., County Clerk

COMPANY: ROBERT SANCHEZ d/b/a
KILL A BUG PEST CONTROL

By:_____
Printed Name: Robert Sanchez
Title: Owner

EXHIBIT “A”

REQUEST FOR SEALED BIDS (RFB) PROCUREMENT PACKET

Hidalgo County Purchasing Office
2812 S. Business Highway 281
New Administration Building
Edinburg, Texas 78539
(956) 318-2626/ Fax: (956) 292-7612

April 06, 2015

_____

_____

_____

Re: **HIDALGO COUNTY**
Request for Bids **-"Pest Control Services"**
Bid No: 2015-031-04-22-MEG

Dear Gentlemen:

Enclosed please find a Request for Bid (RFB) packet for your review and consideration.

Hidalgo County Purchasing Department welcomes and appreciates your participation in the bid process.

If any further assistance is required, please do not hesitate to call the Purchasing Department 956/318-2626.

Sincerely,

Martha L. Salazar, CPPB
Hidalgo County Purchasing Agent

MLS/meg

Enclosures

Hidalgo County Purchasing Office
2812 S. Business Highway 281
New Administration Building
Edinburg, Texas 78539
(956) 318-2626/ Fax: (956) 292-7612

REQUEST FOR BID (RFB)
CHECKLIST
HIDALGO COUNTY
"PEST CONTROL SERVICES"
Bid No: 2015-031-04-22-MEG

1. **Request for Bid Letter, consisting of 1 page.**
2. **Request for Bid, Legal Notice, consisting of 8 pages.**
3. **Exhibit "A" Specifications consisting of 6 pages.**
4. **Exhibit "B" Bid Page consisting of 8 pages.**
5. **Exhibit "C" Insurance Requirements consisting of 4 pages.**
6. **Exhibit "D" CIQ Conflict of Interest Questionnaire, consisting of 1 page.**
7. **Vendor/Bidder Application, consisting of 2 pages.**
8. **W-9 form, consisting of 4 pages.**
9. **Certifications Regarding Debarment consist of 1 page.**
10. **Draft Service Contract, consisting of 9 pages.**

The above mentioned items shall be found in the Request for Bid (RFB) packet that is attached herewith. Should you find that any of the items are not attached in its entirety please contact Purchasing by calling (956) 318-2626, advise of missing documentation, and Purchasing will forward information either through facsimile or by U.S. Mail.

Thank you.

Martha L. Salazar

Martha L. Salazar, CPPB
Purchasing Agent

April 06, 2015
Date

Bid No: 2015-031-04-22-MEG	Buyer II: Elena Gomez	Tel. No: (956) 318-2626 ext 4855

REQUEST FOR BIDS

HIDALGO COUNTY
"PEST CONTROL SERVICES"

BID OPENING DATE:
APRIL 22, 2015

Contact Person:

Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
Physical Address: 2802 S. Business Hwy. 281 -New Administration Building
Mailing/Postal Address: 2812 S. Business Hwy. 281
Edinburg, Texas 78539
956 318-2626

Form HCPD-03

1. Sealed bids will be received for **"HIDALGO COUNTY – PEST CONTROL SERVICES"**in accordance with the specifications attached as Exhibit "A" hereto. Bids should address all specifications set forth. Bidders may suggest substitutions of features which they feel would be in the best interest of Hidalgo County ("County"). Strong rationale must be presented for any deviation from the specifications. Hidalgo County reserves the right to reject the deviation and its effect on the overall bid.

2. One (1) original and Three (3) copies of all bids are required with the bidders name and return address clearly typed and or/printed on upper left hand corner and the proper notation clearly typed/printed on the lower left hand corner of the envelope and/or package: **"RFB No. 2015-031-04-22-MEG HIDALGO COUNTY- PEST CONTROL SERVICES"** and at County's Purchasing Department with a physical address: 2802 S. Business 281 and a mailing address: 2812 S. Business Hwy 281, New Administration Building, Edinburg, Texas**, on or before 9:30 A.M, WEDNESDAY APRIL 22, 2015. NO FACSIMILES OR LATE ARRIVALS WILL BE ACCEPTED. ANY RFB RECEIVED AFTER THAT TIME WILL NOT BE OPENED AND WILL BE RETURNED. OVERNIGHT MAIL MUST ALSO BE PROPERLY LABELED ON THE OUTSIDE OF EXPRESS ENVELOPE OR PACKAGE WITH REFERENCE TO "RFB No.- 2015-031-04-22-MEG HIDALGO COUNTY-PEST CONTROL SERVICES".**

   Hidalgo County reserves the right to refuse and reject any/all RFB and to waive any/all formalities or technicalities, or to accept the RFB considered the best and most advantageous to Hidalgo County.

3. Hidalgo County reserves the right to: A. separate and accept, or eliminate any item(s) listed under this bid that it deems necessary to accommodate budgetary and/or operational requirements; B. reject any or all bids submitted and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best bid for approval; and C. award the bid to one bidder or to multiple bidders if the County determines it is in its best interest to do so."

4. The Bidder shall not substitute items named in the bid without the express written consent of Hidalgo County. Failure of the delivered item to perform as specified or failure to meet the stated delivery schedule shall release Hidalgo County from all obligations to the contracting party with regard to the item(s) in question. In such event, County may elect to award the contract to the next-lowest responsible bidder, or to reject all bids and re-advertise.

5. For work to be performed at a County owned or operated location, each bidder shall, in its sole discretion, visit the job site before preparing the bid and thoroughly familiarize himself/herself with existing conditions. Bidder should take field dimensions and note all circumstances which affect the dollar amount of the bid.

6. Descriptive specifications are referenced in this document to indicate the general kind and quality of equipment desired by Hidalgo County. Due to various styles and models of equipment, bidders are required to include illustrations, specifications, explanation of warranties, and service data with their bid including catalogue numbers and any necessary references.

7. No bid may be withdrawn within thirty (30) days from the scheduled time to open bids.

8. Proposed prices are to remain firm for a minimum of ninety (90) days after bid opening.

9. Any interpretations, amendments, corrections or changes to this bid document must be in a written addendum and signed by the County Judge or his designee. Addenda will be mailed to all who are known to have received a copy of the Request for Bids. Bidders shall acknowledge receipt of all addenda as a part of their bid.

10. County reserves the right to accept or reject any or all bids.

11. Costs are to be net F.O.B., County Prepaid.

12. County is exempt from Federal Excise Tax, State Tax and Local Tax. Do Not include tax in cost figure. If it is determined that tax was included in the cost figures it will not be included in the tabulation of any awards. Tax exemption certificates will be furnished upon request.

13. Funds for this procurement have been provided through the County budget for this fiscal year only. County, on an annual basis, has the right to reconsider a contract during the budget process for ensuing years if financial resources of County are insufficient to meet the liabilities of said contract. The award of a bid or contract hereunder will not be construed to create a debt of the County which is payable out of funds beyond the current fiscal year.

14. Upon award and prior to execution of a contract, Sole Proprietorships are required to submit a copy of their social security cards to the Hidalgo County Auditor's Office in order to establish an account with the County. All awarded vendors must submit a completed W-9 and a copy o their Federal ID Number Certificate.

15. DELIVERY INSTRUCTIONS:

- No deliveries accepted after 3:00 P.M., Monday-Friday.

- At least seventy two (72) hours prior notice of delivery must be given to Martha L. Salazar, Purchasing Agent before delivery will be accepted.

- If you need additional information call the office listed below:

  Hidalgo County Purchasing Department
  Martha L. Salazar, Purchasing Agent
  (956) 318-2626

16. BILLING AND PAYMENT INSTRUCTIONS:

- Invoices must include:
  a) Name and address of successful bidder
  b) Name and address of receiving department or official
  c) Purchase Order Number (if any)
  d) Notation - **"HIDALGO COUNTY-PEST CONTROL SERVICES"** Descriptive information as to the items or services delivered, including product code, item number, quantity, etc.
  e) Contract number must be indicated on all invoices

. Discount payments will be considered when offered.

. Contact person for Billing and Payment questions:

Hidalgo County Auditor's Office
2808 S. Business Hwy 281
Edinburg, Tx 78539
(956) 318-2511

17. Schedule of Events

Bid Opening, 9:30 A.M.	**APRIL 22, 2015**
Award of Contract	_____, 2015
Commence Work or Deliver Products	**_____, 2015**

18. Bid or Performance Bond and Debarment Certification; Payment under Contract:

. If the contract proposed is for the construction of public works or is for a contract for goods & services exceeding $100,000, all bidders shall furnish a good and sufficient bid bond in the amount of five percent of the total contract price. A bid bond must be executed with a surety company authorized to do business in Texas. All bidders are also required to furnish a certification or acknowledgment stating that the contractor or vendor is free from suspension or debarment pursuant to federal regulation 45CFR Part 76.

. Together with the signing of a contract or issuance of a purchase order following the acceptance of a bid, and prior to commencement of the actual work, the bidder shall furnish a performance bond to the County for the full amount of the contract, if that contract exceeds $50,000.

. If the contract is for $50,000 or less, no money will be paid to the contractor until completion and acceptance of the work or the fulfillment of the purchase obligation to the County, and, if applicable, the receipt by County of satisfactory evidence that all subcontractors and material men have been paid.

. If a contract is for the construction, alteration or repair of public buildings or public works, the contractor *shall* provide a payment bond for a contract in excess of Twenty Five Thousand Dollars ($25,000.00), as required by Tex. Govt. Code Ch. 2253.

. For requirements contracts, bond requirements are determined by applying the proposed unit price to the estimated quantities included in the specifications.

19. Ethical Standards:

. It shall be a breach of ethics to offer, give or agree to give any elected official, department head or employee, or former elected official, department head or employee, of the County, or for any elected official, department head or employee or former elected official, department head or employee of the County, to solicit, demand, accept or agree to accept from another person, entity or organization, a gratuity or an offer of employment in connection with any

decision, approval, disapproval, recommendation, preparation or any part of a program requirement or purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefore pending before any department or agency of the County.

. It shall be a breach of ethics for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor for any contract for the County, or any person associated therewith, as an inducement for the award of a subcontract or order.

. No public official shall have an interest in a contract awarded hereunder except in accordance with Tex. Loc. Govt. Code Chapter 171.

20. Disclosure of Conflict of Interest

. Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that any vendor, person, consultant or contractor considering doing business with Hidalgo County ("the County") to disclose in the Conflict of Interest Questionnaire (the "CIQ") attached as Exhibit D, the vendor, person, consultant or contractor's affiliation or business relationship that might cause a conflict of interest with the County. By law, the CIQ must be filed with the Hidalgo County Clerk's Office no later than the seventh business day after the date the person becomes aware of facts that require that statement to be filed. The disclosure requirement applies to a person or business who contracts or seeks to contract with Hidalgo County for the sale or purchase of property, goods or service. Any purchase order or contract resulting from this process shall be considered null and void if the successful bidder fails to comply with Texas Local Government Code Chapter 176. Vendors, consultants, contractors and others who desire to conduct business with Hidalgo County are encouraged to refer to Texas Local Government Code Chapter 176 for the details of this law. An offense under Texas Local Government Code Chapter 176 is a Class C Misdemeanor.

Please Submit completed CIQ forms to the Hidalgo County Clerk's Office located at 100 N. Closner, Edinburg, Texas 78539-Hidalgo County Courthouse **COMPLETION AND SUBMISSION OF FORM CIQ IS THE SOLE RESPONSIBILITY OF THE PROSPECTIVE BIDDER.**

21. If, during the life of any contract or bid awarded, the successful bidder's net prices generally available to other customers for items awarded herein are reduced below the contracted price, it is understood and agreed that the benefits of such reduction shall be extended to the County.

22. Bids, and all goods and services provided hereunder, shall comply with all federal, state and local laws concerning this type(s) of goods and/or services.

23. Minimum Standards for Responsible Prospective Bidders: A prospective bidder must affirmatively demonstrate bidder's responsibility. A prospective bidder, by submitting a

bid, represents to County that it meets the following requirements:

- Possess or is able to obtain adequate financial resources as required to perform under the bid;
- Be able to comply with the required or proposed delivery schedule;
- Have a satisfactory record of performance;
- Have a satisfactory record of integrity and ethics;
- Be otherwise qualified and eligible to receive an award.

24. Successful bidder will pay or cause to be paid, without cost or expenses to County, all FICA, FUTA/SUTA and Federal Income Withholding Taxes of all employees, and all wages and benefits as required by Federal or State law. Successful bidder's officers, agents and/or employees will not be entitled to any benefits of an employee or elected official of County, including, but not limited to, benefits associated with County's civil service system.

25. Any contract award to a successful bidder will be in effect until (a) the contract expires, (b) delivery and acceptance of products, and/or performance of services ordered, or (c) terminated by County with thirty day's written notice prior to cancellation.

26. County reserves the right to enforce performance of any contract awarded hereunder in any manner prescribed by law or deemed to be in the best interest of the County in the event of breach or default by successful bidder; County reserves the right to terminate any contract immediately in the event a successful bidder fails to:

    A. Meet schedules;
    B. Pay any required fees or taxes; or
    C. Otherwise perform in accordance with the specifications.

27. Successful bidder shall defend, indemnify and save harmless County and all its elected officials, officers, agents and employees from all suits, actions, or other claims of any character, name and description brought for or on account of any injuries or damages received or sustained by any person, persons, or property on account of any negligent act or fault of the successful bidder, or of any agent, employee, subcontractor or supplier of successful bidder in the execution of, or performance under, any contract which may result from bid award or which arises from any event or casualty happening on or within County premises themselves or happening upon or in any halls, elevators, entrances, stairways or approaches of or to such County facilities. Successful bidder shall pay any judgment with costs which may be obtained against County growing out of such injury or damages, and shall, upon request, provide a defense to County by counsel reasonably acceptable to County. Successful bidder's indemnity hereunder shall include, but is not limited to, claims relating to patent, copyright or trademark infringement, and the like, arising out of the goods and services provided by successful bidder.

28. Successful bidder shall warrant that all items/services shall conform with the specifications and/or all warranties provided under the Uniform Commercial Code and be free from all defects in material, workmanship and the like. Items supplied under a contract pursuant to this Request for Bids shall be subject to County's approval. Items found to be defective or not meeting specifications shall be replaced by successful bidder within two business days at no expense to County. Items not picked up within one (1) week after notification shall be deemed a donation to County and may be used or

disposed of at County's discretion and without waiver of any other rights of County as to the item's nonconformity.

29. This document and any disputes arising hereunder shall be governed and construed according to the laws of the State of Texas, and will be performable exclusively in Hidalgo County, Texas.

30. The successful bidder shall not assign, sell, transfer or convey its rights under any awarded contract, in whole or in part, without the prior written consent of County.

Bid
for
HIDALGO COUNTY
"PEST CONTROL SERVICES"
BID NO.: 2015-031-04-22-MEG

To: Martha L. Salazar, CPPB, Purchasing Agent
Physical Address: 2802 S. Business Hwy. 281 -New Administration Building
Mailing/Postal Address: 2812 S. Business Hwy. 281
Edinburg, Texas 78539

In accordance with the Specifications, and subject to all laws and regulations of the United States and state and local laws, the undersigned bidder proposes and commits to furnish all labor, equipment, material, software and services as set forth in the documents hereinbefore mentioned. The undersigned bidder further agrees, upon acceptance of its bid, to execute a contract and/or Purchase Order issued by Hidalgo County for performing and completing the work described in the Specifications within the time stated and for the prices proposed in the documents attached hereto and made a part hereof.

Bidder acknowledges receipt of all of the pages of the documents referenced in the Invitation to Bid Checklist presented in connection with this procurement. Bidder understands that Hidalgo County reserves the right to reject any or all bids and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best bid.

Bidder agrees that this bid shall be good and may not be withdrawn for a period of ninety (90) calendar days after the scheduled closing time for receiving bids, as contained in the Specifications.

Respectfully submitted,

Bidder: _____

Address: _____

By: _____

Printed Name: _____

Title: _____

SCOPE OF SERVICES:

Hidalgo County is seeking to contract with a qualified vendor (s) to contract for Pest Control Services. Under this contract, pest control is the use of properly registered pesticides and/or the use of approved devices at scheduled times and at pre-planned intervals to provide adequate and acceptable levels of insect and rodent population suppression at the County premises covered by this contract. It is intended that the pest control service will be within Hidalgo County and shall be awarded to a "primary" and "secondary" vendor. Exhibit "B" lists the Hidalgo County sites to be serviced **with an option to add or delete sites**. Walk through may be scheduled upon Contractors request.

REQUIREMENTS/SPECIFICATIONS:

The Contractor shall furnish all labor, tools, materials and equipment necessary to accomplish the full treatment of pest control services for all areas and buildings specified herein including all rooms, closets, toilets, kitchens, hallways, stairwells, attics, elevators, plus any other building portion or part not specifically described herein.

Full treatment pest control services will include inspection and treatment for rats, mice, roaches, moths, ticks, silverfish, ants, earwigs, fleas, scorpions, spiders, wasps, crickets, flies, centipedes, snakes, millipedes and yellow jackets plus any other pests not specifically excluded from the contract both inside and outside. Rat and mouse infestations located in burrows in the ground adjacent to buildings are included. If any pests are discovered by County personnel, the Contractor will respond within 24 hours after notification to correct the situation.

When necessary to install rodent bait boxes, the Contractor will supply a written report to the County which indicates the box location, date of installation, and removal.

Services will be performed by the Contractor during regular hours of operation in the various buildings, except when special conditions require servicing to be done when a building or area is vacated after regular working hours or on weekends. There will be no additional charge for this service.

1. Vendor must have been in the commercial structural pest control business for a minimum of three (3) years. Provide documentation of applicable licenses, certification, and/or commercial experience for vendor, Certified Commercial Applicator, and Licensed Commercial Technician, if requested by Hidalgo County. Hidalgo County reserves the right to request documentation at any time during the service period.

2. All scheduled service shall be performed during the regular business hours of 8:00 A.M. to 5:00 P.M., Monday through Friday. Unless otherwise instructed by Hidalgo County Facilities Management, at no additional charge to the County

3. Walk through to any of the sites may be scheduled upon Vendors request.

4. The Vendor shall furnish a copy of each individual's applicators license.

5. Prior to beginning work, vendor shall furnish Material Safety Data Sheets for all chemicals used in performance of the service.

6. Additional services include bee eradication and/or termite treatment.

7. Termite checks /findings must also be included and provided to the Hidalgo County Facilities Management Department Director; however, termite treatment will be done on an as-needed basis.

8. Vendor shall provide the Pest Management Integrated Services according to the Texas Structural Pest Control Board Policies listed on the following website: http://www.spcbtx.org/Policy/policyindex.htm

CONTRACTOR RESPONSIBILITIES:

Contractor must also inspect site for possible usage of habitat for nocturnal flying mammals, (Bats), without incurring any additional cost.

The Contractor is to coordinate all work with the Hidalgo County for the area being treated and with an inspection and service schedule at the start of the treatment program. A County representative must sign a service ticket to

authenticate that service was performed at each building.

A copy of this signed statement must be included with each monthly invoice.

The Contractor is responsible for the implementation of the pest control programs required by this contract. The Contractor is responsible for providing pesticide applicators who have been trained and certified by a properly designated State lead agency as competent to handle and apply the classes of pesticide products necessary to implement the pest control programs required by this contract.

The Contractor is further responsible for the pest control programs required under this contract fully complying with the applicable Federal, State, and local pesticide laws and regulations within the legal jurisdiction that the premises covered by this contract are located.

The Contractor shall report to Hidalgo County any evidence or conditions conducive to pest infestation, which is not covered in the contract, at the time such condition is first noticed.

The Contractor shall provide one call-back service per month at no additional charge to Hidalgo County. Call-back service will be in request by Hidalgo County when previous treatment fails to control the pests specified herein.

The Contractor shall furnish the following:

a. A list of the three (3) main chemicals being used.
b. Provide the MSDS sheets for those chemicals.
c. Provide Specimen Label for those chemicals.
d. Provide dilution ratio of chemical sprayed at locations on receipt.

CONTRACT PRICE:

An individual Bid Price must be submitted for each building listed. Prices must be firm for the entire contract period and each consecutive contract period. Prices shall include travel cost.

SERVICE SCHEDULE:

At mutually agreeable dates, the contract awarded vendor shall meet with Hidalgo County to review and approve scheduling prior to beginning of work. Vendor shall be prepared to provide tentative dates and a schedule to accomplish the specified work. Upon completion of all meetings, vendor shall prepare Hidalgo County Purchasing an approved service schedule for all departments in a spreadsheet type format outlining the dates and times service will be performed.

1. All services must be based on a monthly service fee (regular treatment i.e. roaches, bats, ants, wasps, fleas, yellow jackets, rats, mice crickets, silverfish, spiders, and scorpions, etc. Termites treatment, and Bee eradication)

2. Additional sites will be priced based on **fixed rate** on a monthly and/or as needed basis. Due to new Facilities becoming available during the term of this bid, **Revisions may be made in the event a building is added or deleted from the services**.

3. A Purchase Order must be obtain before any services are rendered, the County will not be held responsible for payment of items/services delivered without authorized purchase orders.

SPECIAL SERVICE DUE TO RE-INFESTATION:

Special service to address re-infestation shall be provided during or after hours, as requested by Hidalgo County. Vendor shall respond to request for special service within 24 hours of notification and shall be provided at no additional cost to Hidalgo County until the infestation is under control or eliminated.

EMERGENCY SERVICE DUE TO RE-INFESTATION:

Emergency services due to re-infestation, defined as only those services which Hidalgo County considers to be hazardous or detrimental to employee health or negatively affect Hidalgo County operations, shall be provided under the regular monthly service at no additional cost to Hidalgo County. Vendor shall respond to the request for emergency service and be on-site within four hours of notification by Hidalgo County when request is made between the hours of 8:00 AM and 5:00 PM. Emergency service will only be requested when the above definition is

met, otherwise the re-infestation will be requested as a special service.

Inside and outside treatment shall include the placement of rat or rodent control bait in and around the building as required. Technician shall place bait in areas or devices that will prevent ingestion by other pets and not accessible to the public. Vendor shall provide on an as-needed basis a minimum amount of two rodent trapping devices per building at no charge to Hidalgo County.

Vendor shall determine the type and quantity of chemicals and compounds and ensure that they are used in strict conformance with the manufacturer's instructions and specifically approved for areas in which they are to be used.

Prior to beginning work, vendor shall furnish Material Safety Data Sheets for all chemicals used in performance of the service.

Vendor shall leave the work area clean and free of materials, debris, and vendor equipment to the satisfaction of the authorized Hidalgo County Representative. Vendor shall remove from the premises and dispose of all chemical containers and packaging used in performance of the service and properly dispose of dead rodents and pest in strict accordance with all applicable federal, state and local laws and regulations.

TERM OF CONTRACT:

1. The Contract unit prices will remain firm for an initial of one (1) year with Hidalgo County's sole discretion to extend the contract for an additional two (2) year terms under the same rates, terms and conditions. Prices shall include travel cost.

2. Hidalgo County reserves the right to continue this bid for an additional sixty (60) day grace period at the end of the contract term for unforeseen delay in award of new bid for next contract term.

3. County will seek purchases from state awarded vendors whenever it is, its best interest to do so.

4. Any contract awarded to a successful bidder will be in effect until;
   a) The contract expires
   b) Delivery acceptance of products and/or performance of services ordered, or
   c) Terminated by County with thirty (30) days written notice prior to be cancellation.

5. Hidalgo County reserves the right to award to the lowest qualified bid to one bidder or to multiple bidders if the County determines it is in the best interest to do so.

6. Insurance requirements for this project to be maintained through out the contract term (Refer to limits on the Exhibit "C" for limits).

7. Hidalgo County reserves the right to reject any/all bids, to waive any/all formalities or technicalities, or to accept the bid considered the best and most advantage to the County.

8. Hidalgo County reserves the right to hold bids for a period of ninety (90) days without taking any action.

9. All cost and expenses associated with the preparation and submission of all (bid, proposals, statements of qualifications (RFQ) and quotes shall be responsibility of the bidder and no reimbursements for such charges or expenses shall be passed on to HIDALGO COUNTY.

10. After bid is awarded and low bidder(s) default(s) in meeting the terms and conditions of this bid and/or comply with the contractual agreement, Hidalgo County reserves the right to seek services from the next lowest bidder(s) or other vendor. In such event, County shall charge the successful bidder(s) the difference for any additional cost of such item(s).

MARKET VOLATILITY AND UNIT PRICE ADJUSTMENTS:

Hidalgo County recognizes that during periods of national crisis and unstable economic conditions, unforeseen price increases might affect costs for goods and services contracted on an annual basis. The following procedure may be employed to mediate price volatility:

1. **Requesting Price Adjustment:** Upon written request of the Vendor to the County Purchasing Agent, the County may review evidence of prevailing industry-wide market conditions that warrant an adjustment in bid prices contained in the contract.

   - A Vendor must tie any price change clause to an industry-wide or otherwise nationally recognized

index, or some other form of verifiable document. Such written request must be accompanied by a certified copy of the supplier's advisory or notification to the vendor of the price changes.

- The Vendor must put the Purchasing Agent on the mailing lists for such publications so that the Purchasing Agent can monitor said changes. Such membership shall be at no cost to the County.

- The County Purchasing Agent retains the right to determine whether or not such proposed price changes are in the best interest of the County.
- No price escalation will be authorized in excess of the amount of the increase referred to in the supplier's notice.
- The County may only grant a price increase if the evidence presented is deemed reliable. Should the County allow a price increase, the approved price change shall be honored for all orders received by the vendor after the effective date of such price change. Approved price changes are not applicable to orders already issued and in process at time of price change.

2. **Price Reduction:** Vendor shall notify the County at the time when the Vendor's costs for items and/or supplies reduce due to stabilization in the market at which time prices for items on this contract shall be reduced accordingly. Failure by the Vendor to notify the County of a decrease in costs for items and/or supplies for which the Vendor was granted a price adjustment, may result in immediate termination of this contract and the County shall not be obligated to pay the Vendor the difference between the contract price and the price adjustment.

3. **Time frame for Adjusted Price Increases:** Price increases are only valid for the quarter in which they are requested and approved. Prices shall return to the original contract price at the beginning of the following quarter unless a Vendor notifies the County in writing within ten (10) days of expiration of the quarter in which the price increase is in effect, that it desires to have the price increase continue or that the Vendor is requesting a different price increase for the following quarter. Such request must be supplemented with sufficient justification to demonstrate that the price increase remains necessary. The County Purchasing Department shall have sole discretion whether to grant the price increase extension. The County too, shall have discretion to unilaterally reduce, eliminate or extend a price adjustment to the Vendor at any time upon written notice from the County to the Vendor demonstrating justification for such reduction, elimination or extension of the price adjustment.

4. **Allowable Review Periods:** Price adjustment reviews may only be requested by the Vendor on a quarterly basis. However, the County may at its own discretion, conduct temporary price adjustment reviews at any time. The County Purchasing Agent and/or the County Auditor reserve the right to audit and/or examine any pertinent books, documents, papers, records or invoices relating directly to the contract transaction in question after reasonable notice and during normal business hours.

5. **Dollar Limit to Price Changes:** The total increase in contract price shall not exceed twenty-five percent (25%) of the original contract price during the contract term.

ADDITIONAL INFORMATION:

PRE-BID CONFERENCE

A pre-bid conference will be held on **Monday, April 13, 2015 at 9:30 A.M.** In Hidalgo County Purchasing Department Conference Room located at 2802 South Business Hwy. 281, Edinburg, Texas. The purpose of the pre-bid conference is to answer any questions associated to the Specifications and/or Requirements. It is the responsibility of the bidder to acquire all applicable data needed to submit a bonafide response. **ALL BIDDERS ARE ENCOURGED TO ATTEND THIS CONFERENCE.**

Hidalgo County is requesting that any and all questions, inquiries, and clarifications regarding quotes, bids, proposals, or statements of qualifications be addressed to, Martha L. Salazar, CPPB, Purchasing Agent, 2812 S. Business Hwy. 281, Edinburg, Texas 78539. **TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.**

ALL WRITTEN INQUIRIES WILL BE ACCEPTED VIA FACSIMILE TO (956) 292-7612 OR VIA E-MAIL TO elena.gomez@co.hidalgo.tx.us by NO LATER THAN TUESDAY APRIL 14, 2015 @ 5:00 P.M. Responses will be sent to all applicants via facsimile or e-mail by no later *than* **FRIDAY APRIL 17, 2015 @ 5:00 P.M..**.

EXHIBIT "A"
HIDALGO COUNTY
"PEST CONTROL SERVICES"
BID NO. 2015-031-04-22-MEG
SERVICE SITE LIST

The following listed sites are to be billed to:

HIDALGO COUNTY FACILITIES MANAGEMENT
3100 S. Bus. 281, Bldg. D
Edinburg, Texas 78539
Point of Contact: Daniel Flores 956-289-7850, 289-7851, 289-7852 or 289-7855 956-318-2648- fax

1	Administration Building 100 E. Cano Edinburg, Texas	2	Courthouse 100 N. Closner Edinburg, Texas	3	Courthouse, Annex I 100 N. Closner Edinburg, Texas
4	Election's Office 101 S. 10th Ave Edinburg, Texas 78539	5	Old Juvenile Detention (County Morgue) 3100 S. Hwy 281 Edinburg, Texas	6	Precinct No. 3- Office (f/k/a La Mansion) 2401 N. Moorefield Mission, Texas
7	DPS & JP Offices 1212 S. 25th Edinburg, Texas	8	Edinburg Health/WIC Clinics 3105 E. Richardson Edinburg, Texas	9	Extension Service 410 N. 13th Edinburg, Texas
10	DPS 410 N. 13th Edinburg, Texas	11	Health Department 1304 S. 25th Street Edinburg, Texas	12	McAllen License (Vacant POC Fac. Mgmt) 300 E. Hackberry McAllen, Texas
13	San Carlos Warehouse (POC- Fac. Mgmt) E. 107 & 6 Street San Carlos, Texas	14	Mission Health/WIC Clinic W. Old Hwy 83 & S. Breyfogle Mission, Texas	15	McAllen Health 300 E. Hackberry McAllen, Texas
16	Weslaco Health/WIC Clinic 1901 N. Bridge Weslaco, Texas	17	Pharr/WIC Clinic (1/2 Bldg Vacant) 1905 Fir Street Pharr, Texas	18	JP's, Constable Offices, Health & WIC Clinics 708 N. Edinburg St. (CRC) Elsa, Texas
19	WIC Clinics (1/2 Bldg Vacant) Hwy. 83 1/4 Mi. W. of Town Light Sullivan City, Tx	20	Mission License 722 Breyfogle Mission, Texas	21	Weslaco License 1902 Joe Stephens Weslaco, Texas
22	Community Resource Center/WIC 6th Street San Carlos, Texas	23	Hidalgo Health/WIC Clinic 702 E. Tejano Hidalgo, Texas	24	JP Office's (2) 1902 Joe Stephens Weslaco, Texas
25	Delta Bldg. (Old Jail) -Storage Bldg 3100 S. Hwy 281, -C Edinburg, Texas	26	After Care Program (Bill Separately) 1711 N. Bridge Weslaco, Texas	27	Youth Village Boot Camp 1711 N. Bridge Weslaco, Texas
28	Health /WIC Clinic State of Tx tick eradication 211 South Schuerbach Mission, Tx	29	Rehab Center (Bill Separately) 1000 M. Road Edinburg, Texas	30	430th District Court 111 South 9th Street Edinburg, Texas
31	Community Resource Center 509 E. Earling Road San Juan, Texas	32	Restitution Center (Bill Fac Mgmt) 1124 N. M Road Edinburg, Texas	33	Horizon Building (JP's) 224 N. 12 Ave. Edinburg, Texas
34	Bennet Building (JP's) 216 N. 12 Ave. Edinburg, Texas	35	Adult Probation Facility 3100 S. Bus. 281, Bldg.-B Edinburg, Tx	36	Administration Building (fka K-Mart Bldg) 2802 S. Bus. Hwy 281 Edinburg, Tx
37	JP'S AND CONSTABLES OFFICES 730 Breyfogle Mission, Texas	38	Boy's and Girl's Club 6th St. San Carlos, Texas	39	Progreso Resource Center 5 Miles South Bus. 83 on FM 1015 Progreso, Texas
40	Old Carpenters Shop 219 E. Loeb Edinburg, Texas	41	Facilities Management Office 3100 S. 281, Bldg.-D Edinburg, Texas	42	Juvenile Justice Center(approx.140,000 sq. ft) 1001 N. Doolittle Edinburg, Texas
43	HIDTA Task Force -Offices 3100 S. Closner Edinburg, Tx	44	HIDTA Task Force -Storage 3100 S. Closner Edinburg, Tx	45	Facilities Management -Storage (4 Buildings-9964 sq ft total) 3100 S Bus. 281, Bldgs. D-G Edinburg, TX
46	County Clerks- Document Storage (f/n/a Robert Chevrolet) 317 N. Closner Edinburg, Tx	47	Health/WIC/Tax & Planning Offices 722 Breyfogle Mission, Tx	48	Multi-Purpose Facility (San Juan –CRC Tower bldg.) 1429 South Tower Road Alamo, Tx 78516
49	Election Warehouse 317 N. Closner Edinburg, Tx	50	Pct 2 Multi Center Hall Acres Health/WIC/Auto Tax/ JP's/ Pct 2 Adm.	51	Pct 1 Sunrise Hill (2) Portable Buildings
52	Hidalgo Cty Substance Abuse & Primary Care Facilities 3105 E. Schunior Edinburg, Texas				

OTHER COUNTY SITES:

53	**ADDITIONAL COUNTY BUILDINGS (price per month)**	
	HIDALGO COUNTY PRECINCT NO. 1 SITES:	**BILLING ADDRESS:**
1.	1902 Joe Stephens- Weslaco, Texas	1902 Joe Stephens Weslaco, Texas 78596 Point of Contact: Katia Garcia 956-968-8733
2.	Precinct No. 1 Parks Office- Delta Lake & shop	
3.	Precinct No. 1 Shop- 1902 Joe Stephens (Rear), Weslaco, Tx	
4.	Precinct No. 1 Two (2) each Portable Buildings at Sunrise Hill Park, Weslaco, Tx	
5.	Sunrise Hill- Pavilion, Weslaco, Tx	
6.	Veterans Park Facilities, Monte Alto, Tx	
7.	Collection Site (UNDER CONTRUCTION) North of Sunrise Hill Park, Weslaco Tx	
	HIDALGO COUNTY PRECINCT NO. 2 SITES:	**BILLING ADDRESS:**
1	Corner of State & Birch- 301 E. State - Pharr	301 E. State Pharr, Texas 78577 Point of Contact: Erika Zamora 956-787-1891
2	Corner of State & Corner Office- 329 E. State- Pharr	
3	Mechanic Precinct No. 2 Shop- 329 E. State- Pharr	
4	Cypress Street- 109 N. Cypress- Pharr	
5	Las Milpas- Pharr- 3 Buildings- 6 2 Miles S. 281	
6	McAllen Palmer Pavilion- 301 E. Hackberry #R- McAllen	
7	McAllen Les Gilmore Kitchen- 301 E. Hackberry #R- McAllen	
8	McAllen House- 301 E. Hackberry- #HSE- McAllen	
9	Pharr-Lopezville-Rodríguez & Minnesota (RR)	
10	Office- El Gato Collection Site- El Gato Road East Of Tower- Alamo	
	HIDALGO COUNTY PRECINCT NO. 3 SITES:	**BILLING ADDRESS:**
1	Veteran Pavilion- 1 Mile South Inspiration Road- Mission	724 N. Breyfogle Mission, Texas 78574 Point of Contact: Norma Ceballos 956-585-4509
2	Barbecue House, 1 Mile South Inspiration Road- Mission	
3	Los Ebanos Pavilion- Los Ebanos	
4	Anzalduas Park Office, 6 Miles South Conway- Mission	
5	Hidalgo County Precinct No. 3 Office -724 N. Breyfogle- Mission	
6	Hidalgo County Precinct No. 3 Office-7 Mile Line between Iowa and Texan Rd	
7	Motor Pool (mechanic shop)- 7 Mile Line between Iowa and Texan Rd	
	HIDALGO COUNTY PRECINCT NO. 4 SITES:	**BILLING ADDRESS:**
1	Precinct No. 4 Office- 1102 N. Doolittle- Edinburg Tx	1102 N. Doolittle Road Edinburg, Texas 78541 Point of Contact: Marcos Lopez 956-383-3112
2	Precinct No. 4 Shop Office & Vehicle Service Area- 1102 N. Doolittle-Edinburg, Tx	
3	Precinct No. 4 Recovery Center- 1102 N. Doolittle, Edinburg Tx	
4	Precinct No. 4 Office -1051 N. Doolittle- Edinburg, Tx (Multi Purpose Facility, Mechanical Shop, Storage Facility etc.)	

	Hidalgo County Sites: The following listed sites are to be billed to:	COMMODITY CODE 910-59 PRICES		
		Reg. Pest Control Srvs Fees	Termite Treatment Fees	Bee Eradication Fees
1	Administration Bldg. 100 E. Cano Edinburg, Texas	$	$	$
2	Courthouse 100 N. Closner Edinburg, Texas	$	$	$
3	Courthouse, Annex I 100 N. Closner Edinburg, Texas	$	$	$
4	Election's Office 101 S. 10th Ave Edinburg, Texas 78539	$	$	$
5	Old Juvenile Detention 3100 S. Hwy 281 Edinburg, Texas	$	$	$
6	Precinct No. 3-Offices(f/n/a-La Mansion) 2401 N. Moorefield Mission, Texas	$	$	$
7	DPS & JP Offices 1212 S. 25th Edinburg, Texas	$	$	$
8	Edinburg Health/WIC Clinics 3105 E. Richardson Edinburg, Texas	$	$	$
9	Extension Service 410 N. 13th Edinburg, Texas	$	$	$
10	DPS 410 N. 13th Edinburg, Texas	$	$	$
11	Health Department 1304 S. 25th Street Weslaco, Texas	$	$	$
12	McAllen License 300 E. Hackberry McAllen, Texas	$	$	$
13	San Carlos Warehouse E. 107 & 6 Street San Carlos, Texas	$	$	$

	Hidalgo County Sites: The following listed sites are to be billed to:	PRICES		
		Reg. Pest Control Srvs Fees	Termite Treatment Fees	Bee Eradication Fees
14	Mission Health/WIC Clinic W. Old Hwy 83 & S. Breyfogle Mission, Texas	$	$	$
15	McAllen Health Clinic 300 E. Hackberry McAllen, Texas	$	$	$
16	Weslaco Health/WIC Clinic 1901 N. Bridge Weslaco, Texas	$	$	$
17	Pharr Health/WIC Clinic 1905 Fir Street Pharr, Texas	$	$	$
18	JP's, Constables offices & Elsa Health/WIC Clinics 708 N. Edinburg St. Elsa, Texas	$	$	$
19	Health & WIC Clinics Hwy. 83 1/4 Mi. W. of Town Light Sullivan City, Texas	$	$	$
20	Mission License 722 Breyfogle Mission, Texas	$	$	$
21	Weslaco License 1902 Joe Stephens Weslaco, Texas	$	$	$
22	Community Resource Center/WIC 6th Street San Carlos, Texas	$	$	$
23	Hidalgo Health/WIC Clinics 702 E. Tejano Hidalgo, Texas	$	$	$
24	JP Office 1902 Joe Stephens Weslaco, Texas	$	$	$
25	Delta Bldg. (Old Jail) -Storage Bldg 3100 S. Hwy 281, -C Edinburg, Texas	$	$	$
26	After Care Program(Bill Separately) 1711 N. Bridge Weslaco, Tx	$	$	$

	Hidalgo County Sites: The following listed sites are to be billed to:	PRICES		
		Reg. Pest Control Srvs Fees	Termite Treatment Fees	Bee Eradication Fees
27	Youth Village Boot Camp 1711 N. Bridge Weslaco, Texas	$	$	$
28	Health /WIC Clinic 211 South Schuerbach Mission, Tx	$	$	$
29	Rehab Center (Bill Separately) 1000 M. Road Edinburg, Tx	$	$	$
30	430th District Court 111 South 9th Street Edinburg, Texas	$	$	$
31	Community Resource Center 509 E. Earling Road San Juan, Texas	$	$	$
32	Restitution Center(Bill Separately) 1124 N. M Road Edinburg, Tx	$	$	$
33	Horizon Building 224 N. 12 Ave. Edinburg, Texas	$	$	$
34	Bennet Building 216 N. 12 Ave. Edinburg, Texas	$	$	$
35	Adult Probation Facility 3100 S. Bus. 281, Bldg. -B Edinburg, Texas	$	$	$
36	Administration Building (fka K-Mart Building) 2802 S. Bus. 281 Edinburg, Texas	$	$	$
37	JP'S & Constables offices 730 Breyfogle Mission, Texas	$	$	$
38	Boy's and Girl's Club 6th St. San Carlos, Texas	$	$	$
39	Progreso Resource Center 5 Mile South Bus. 83 on FM 1015 Progreso, Texas	$	$	$

	Hidalgo County Sites: The following listed sites are to be billed to:	PRICES Reg. Pest Control Srvs Fees	Termite Treatment Fees	Bee Eradication Fees
40	Old Carpenters Shop 219 E. Loeb Edinburg, Texas	$	$	$
41	Buildings and Grounds Office 3100 S. 281, Bldg.-D Edinburg, Texas	$	$	$
42	Juvenile Justice Center (approx. 140,000 sq ft.) 1001 N. Doolittle Edinburg, Tx	$	$	$
43	HIDTA Task Force -Offices 3100 S. Closner- Edinburg, TX	$	$	$
44	HIDTA Task Force -Storage 3100 S. Closner Edinburg, TX	$	$	$
45	Buildings and Grounds –Storage (4 Buildings -9964 sq. ft total) 3100 S. Bus. 281, Bldgs. D-G Edinburg, TX	$	$	$
46	County Clerks- Document Storage (f/n/a Robert's Chevrolet) 317 N. Closner Edinburg, Tx	$	$	$
47	Health/WIC/Tax & Planning Offices 722 Breyfogle Mission, TX	$	$	$
48	Multi-Purpose Facility (San Juan –CRC Tower bldg.) 1429 South Tower Road Alamo, Tx 78516	$	$	$
49	Election Warehouse 317 N. Closner Edinburg, Tx	$	$	$
50	Pct 2 Multi Center Hall Acres Health/WIC/Auto Tax/ JP's/ Pct 2 Adm	$	$	$
51	Pct 1 Sunrise Hill (2) Portable Buildings	$	$	$
52	Hidalgo Cty Substance Abuse & Primary Care Facilities 3105 E. Schunior Edinburg, Texas	$	$	$

EXHIBIT "B'
HIDALGO COUNTY
"PEST CONTROL SERVICES"
RFB NO. 2015-031-04-22-MEG

HIDALGO COUNTY PRECINCT NO. 1 SITES:		BILL TO ADDRESS: 1902 Joe Stephens Weslaco, Texas 78596 Contact: Katia Garcia 956-968-8733		
Hidalgo County Sites:		PRICES		
		Reg. Pest Control Srvs Fees	Termite Treatment Fees	Bee Eradication Fees
1	Precinct No 1 Office 1902 Joe Stephen Weslaco, Texas	$	$	$
2	Precinct No. 1 Parks Office- Delta Lake & Shop	$	$	$
3	Precinct No. 1 Shop- 1902 Joe Stephens (Rear) Weslaco, Texas	$	$	$
4	Precinct No. 1 (Two 2 each) Portable Buildings at Sunrise Hill Park, Weslaco TX.	$	$	$
5	Sunrise Hill-Pavilion Weslaco, Tx	$	$	$
6	Veteran Park Facilities Monte Alto, Tx	$	$	$
7	Collection Site (Under Construction) North of Sunrise Hill Park, Weslaco, Tx	$	$	$

HIDALGO COUNTY PRECINCT NO. 2 SITES:		BILL TO ADDRESS: 301 E. State Pharr, Texas 78577 Contact: Erika Zamora 956-787-1891		
Hidalgo County Sites:		PRICES		
		Reg. Pest Control Srvs Fees	Termite Treatment Fees	Bee Eradication Fees
1	Corner of State & Birch 301 E. State Pharr, Tx	$	$	$
2	Corner of State & Corner Office 329 E. State Pharr, Texas	$	$	$
3	Mechanic Precinct No. 2 Shop- 329 E. State Pharr, Texas	$	$	$
4	Cypress Street- 109 N. Cypress Pharr, Texas	$	$	$
5	Las Milpas- 3 Buildings 6 ½ Miles S. 281 Pharr, Tx	$	$	$
	McAllen Palmer Pavilion			

6	301 E. Hackberry #R McAllen, Tx	$	$	$
7	McAllen Les Gilmore Kitchen- 301 E. Hackberry #R McAllen, Tx	$	$	$
8	McAllen House 301 E. Hackberry- #HSE- McAllen, Tx	$	$	$
9	Lopezville Rodriguez & Minnesota (RR) Pharr, Tx	$	$	$
10	Office- El Gato Collection Site El Gato Road East of Tower Alamo, Tx	$	$	$

HIDALGO COUNTY PRECINCT NO. 3 SITES:		**BILL TO ADDRESS:** 724 N. Breyfogle Mission, Texas78574 Contact Person: Norma Ceballos 956-585-4509		
Hidalgo County Sites:		**PRICES**		
		Reg. Pest Control Srvs Fees	**Termite Treatment Fees**	**Bee Eradication Fees**
1	Veteran Pavilion 1 Mile South Inspiration Road- Mission, TX	$	$	$
2	Barbecue House, 1 Mile South Inspiration Road- Mission, TX	$	$	$
3	Los Ebanos Pavilion- Los Ebanos, TX	$	$	$
4	Anzalduas Park Office 6 Miles South Conway Mission, Tx	$	$	$
5	Hidalgo Cty.Pct No. 3 Office 724 N. Breyfogle Mission, TX	$	$	$
6	Hidalgo County Pct. 3 Office 7 Mile Line Between Iowa & Texan Rd. Mission, Tx	$	$	$
7	Motor Pool (mechanic shop) 7 Mile Line between Iowa and Texan Rd Mission, Tx	$	$	$

HIDALGO COUNTY PRECINCT NO. 4 SITES:		BILLING ADDRESS: 1102 N. Doolittle Road Edinburg, Texas 78541 Contact: Marcos Lopez 956-383-3112		
Hidalgo County Sites:		**PRICES**		
		Reg. Pest Control Srvs Fees	**Termite Treatment Fees**	**Bee Eradication Fees**
1	Hidalgo Cty. Pct. 4 (Office) 1102 N. Doolittle Edinburg, Tx	$	$	$
2	Hidalgo Cty. Pct. 4(Shop Office & Vehicle Service Area) 1102 N. Doolittle Edinburg, Tx	$	$	$
3	Hidalgo Cty. Pct. 4(Recovery Center) 1102 N. Doolittle Edinburg, Tx	$	$	$
4	Hidalgo Cty. Pct. 4 (New Offices) 1101 N. Doolittle Edinburg, Tx	$	$	$

ADDITIONAL SITES		BILLING ADDRESS: depending on the department requesting services		
Hidalgo County Sites:		**PRICES**		
		Reg. Pest Control Srvs Fees	**Termite Treatment Fees**	**Bee Eradication Fees**
1		$	$	$
2		$	$	$

- Call will include multiple Bee eradication at the same site in the same day.
- Addition sites: Vendor must submit a bid as a fixed flat rate, Hidalgo County will not except a per sq. ft for additional sites.

Bidder/Company Name: _____

Address: _____

City/State/Zip: _____

Phone No/Fax No: _____

Cell Phone No: _____

E-Mail Address: _____

Authorized Signature: _____

Title: _____

EXHIBIT "C"

Insurance Requirements
Applicable to the Acquisition of Goods and /or Services (other than Professional Services)

The Bidder awarded the contract shall furnish proof of insurance, which will also include any subcontractor that is subcontracted by the bidder in at least the following limits, to be in place prior to providing any services under this Contract and to continue at all times in force in effect during the term of this Contract:

1. A Five Hundred Thousand Dollar ($500,000.00) Comprehensive General Liability insurance policy providing additional coverage to all underlying liabilities of County.

2. Automobile liability insurance policy with limits of at least Three Hundred Thousand Dollars ($300,000.00) per person and Five Hundred Thousand Dollars ($500,000.00) per occurrence. Coverage should include injury to or death of persons and property damage claims with limits up to Five Hundred Thousand ($500,000.00) arising out of the services provided to County hereunder.

3. Uninsured/Underinsured motorist coverage in an amount equal to the bodily injury limits set forth immediately above;

4. Workers compensation insurance in amounts established by Texas law, unless the Bidder is specifically exempted from the Texas Workers Compensation Act, Texas Labor Code Chapter 401, et. seq.

Hidalgo County will only accept certificates of insurance on an Acord form (as attached hereto). Certificates of insurance shall name Hidalgo County as additional insured and must be submitted to County for approval prior to any services being performed by Contractor. Each policy of insurance required hereunder shall extend for a period equivalent to, or longer than the term of the Contract, and any insurer hereunder shall be required to give at least thirty (30) days written notice to the County prior to the cancellation of any such coverage on the termination date, or otherwise. This Contract shall be automatically suspended upon the cancellation, or other termination, of any required policy of insurance hereunder, and such suspension shall continue until evidence adequate replacement coverage is provided to County. If replacement coverage is not provided within thirty (30) days following suspension of the Contract, this Contract shall automatically terminate.

Revised 10/01/08

ACORD

CERTIFICATE OF INSURANCE

DATE (MM/DD/YY)

PRODUCER	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.
	INSURERS AFFORDING COVERAGE
INSURED	INSURER A:
	INSURER B:
	INSURER C:
	INSURER D:
	INSURER E:

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THER TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXP TION DATE (M /DD/YY)	LIMITS	
A	**GENERAL LIABILITY** ☐ COMMERCIAL GENERAL LIABILITY ☐☐ CLAIMS MADE OCCUR ☐ OWNER'S & CONT. PROT ☐ OWNER'S PROTECTIVE LIABILITY GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY PROJECT ☐ LOC				EACH OCCURRENCE	$
					FIRE DAMAGE (Any one fire)	$
					MED (Any one person)	$
					PERS & ADV INJURY	$
					AL AGGREGATE	$
					ODUCTS – COMP/OP GG	$
B	**AUTOMOBILE LIABILITY** ☐ ANY AUTO ☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ☐ NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident)	$
					BODILY INJURY (Per person)	$
					BODILY INJURY (Per accident)	$
					PROPERTY DAMAGE (Per accident)	$
	GARAGE LIABILITY ☐ ANY AUTO				AUTO ONLY-EA ACCIDENT	$
					OTHER THAN AUTO ONLY EA ACC	$
					AGG	$
C	**EXCESS LIABILITY** ☐ OCCUR ☐ CLAIM DE ☐ DEDUCTIBLE ☐ RETENTION $				EACH OCCURENCE	$
					AGGREGATE	$
						$
						$
						$
D	**WORKERS COMPENSATION AND EMPLOYER'S LIABILIT**				WC STATU- ☐ OTHER TORY LIMITS	
					E.L. EACH ACCIDENT	$
					E.L. DISEASE-EA EMPLOYEE	$
					E.L. DISEASE-POLICY LIMIT	$
	OTHER					

DESCRIPTION OF OPERATIONS / LOCATION / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

County of Hidalgo shall be named as additional insured on all Commercial General Liability policies.

CERTIFICATE HOLDER	ADDITIONAL INSURED; INSURER LETTER: _____ CANCELLATION
Hidalgo County **Attn: Purchasing Department** **2812 S Highway Bus. 281** **Edinburg, Texas 78539**	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BY CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL ***30*** DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE

SAMPLE

Insurance Requirement Acknowledgment

I, _____, authorized representative for _____,
Company/Vendor

hereby acknowledge receipt of the County's required insurance limits. Said requirements:

☐ will be acquired within 10 working days after notification from Purchasing Department of bid awarded by the Hidalgo County Commissioners' Court;

☐ will acquire additional amounts required to meet the County's requirements within 10 working days after notification from Purchasing Department of bid award by the Hidalgo County Commissioners' Court; currently carry the following:

☐ Automobile Liability: $_____ General Liability: $_____

☐ have already been met, see attached copy of insurance certificate.

_____ _____.
Authorized Representative Date

Notice to Bidder:
A certificate of insurance for the required insurance limits shall be provided to the Purchasing Department's Contract Managers in order to qualify for award of bid and to execute a contract between your Company and the County

Failure to provide Certificates of Insurance to the Purchasing Department's Contract Managers will cause the bid award to be rescinded and re-awarded to next lowest bidder. Certificates of Insurance will be monitored and verified on a **quarterly basis** to ensure coverage policy is in place. It is the Company's obligation to maintain the appropriate insurance coverage throughout the term of the contract.

THIS FORM MUST ACCOMPANY BID PACKET

PROJECT REQUIREMENTS ACKNOWLEDGMENT

This is to certify that I, _____, possess all of the APPLICABLE:

1. Licenses: _____.
2. Bonds: _____.
3. Certificates: _____.
4. Permits: _____.
5. Other: _____.

necessary to carry out the required project. Furthermore, I am providing copies of the required documentation so that, if my company is awarded this bid, I may be eligible to enter into a contract with Hidalgo County and proceed to complete the project in a timely manner.

* Any licenses, bonds, certificates, permits, etc. which are required must be presented as part of the bid packet in order to expedite the bid evaluation process. Failure to provide said documentation will result in the disqualification of your bid.

_____ _____.

Authorized Signature Date

_____.

Company

_____.

Address

_____.

City, State, Zip

EXHIBIT "D"

CONFLICT OF INTEREST QUESTIONNAIRE — FORM CIQ

For vendor or other person doing business with local governmental entity

OFFICE USE ONLY
Date Received

This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. *See* Section 176.006, Local Government Code.

A person commits an offense if the person knowingly violates Section 176.006. Local Government Code. An offense under this section is a Class C misdemeanor.

1 **Name of person who has a business relationship with local governmental entity.**

2 ☐ **Check this box if you are filing an update to a previously filed questionnaire.**

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

3 **Name of local government officer with whom filer has employment or business relationship.**

_____
Name of Officer

This section (item 3 including subparts A, B, C & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the filer of the questionnaire?

☐ Yes ☐ No

B. Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?

☐ Yes ☐ No

C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?

☐ Yes ☐ No

D. Describe each employment or business relationship with the local government officer named in this section.

4

_____ _____
Signature of person doing business with the governmental entity Date

Adopted 06/29/2007

HIDALGO COUNTY
PURCHASING DEPARTMENT
Bidder/Vendor Application

Complete in print or type. Please return this application to the Hidalgo County Purchasing Department thru Facsimile: (956) 318-2629 or (956) 292-7612 in person or regular mail to: Mailing/Postal Address: 2812 S. Business Hwy. 281 Physical Address: 2802 S. Business Hwy. 281 Edinburg, Texas 78539 or e-mail: purchasing@co.hidalgo.tx.us

Company Name: **Telephone No. ( )**

dba Name:

Legal Name:

Mailing Address: **Fax No. ( )**

Physical Address:

City, State, Zip **Tax I.D. No.**

Remit to Address : **City, State, Zip**

E-Mail Address:

Representative(s) Name(s) & Title(s)

Type of Organization (check one): _____ **Individual** _____ **Partnership** _____ **Corporation** _____**Non-Profit** _____ **LLC** _____ **Sole Proprietor** _____ **Other, Specify**

State Identification No._____ **(Please attached completed W-9 form with this application)**

Federal Identification No. or (if individual) SS No.

State of Incorporation: _____ **Date:**_____ **Other:**

Type of Business (check one): _____ **Manufacturer** _____ **Wholesaler** _____ **Retailer** _____ **Broker** _____ **Distributor** _____ **Service Organization** _____ **Other, Specify**

Name & Title of Person(s) Authorized to Sign Bids, Proposals, and/or Contracts:

Small and/or Disadvantaged Business Information (check application criteria)

Small Business:	**Disadvantaged Business (At Least 51% Ownership)**	
☐ Less than 125,000 annual gross receipt	☐ Black American	☐ Native American
☐ Less than 250,000 annual gross receipt	☐ Hispanic American	☐ Women
☐ Less than 499,000 annual gross receipt	☐ Asian Pacific American	☐ Other
☐ More than 500,000 annual gross receipt		

Have you been certified as a HUB or an MBE/WBE source?: ☐ Yes ☐ No

Indicate Certification No.(s):_____ **or are Certificate(s) attached?:** ☐ Yes ☐ No

What type of product(s) is/are solicited by your company?:

Would you like to be provided with specifications for procurements of such products?: ☐ Yes ☐ No

To Be Completed by the County: Rec'd by (Purchasing):_____ **Date Rec'd by (Purchasing):**

Date Forwarded Information to Auditor's Office:_____**Entry Date:** _____ **Vendor No.:**

Revised12/14/06

HISTORICALLY UNDERUTILIZED BUSINESS (HUB) DECLARATION

The primary objective of the Hidalgo County HUB Program is to ensure Historically Underutilized Businesses receive a fair and equal opportunity for participation in the County's procurement process. This fact holds true for Services (Professional & Non-Professional), Commodities, and Construction contracts and any subcontracts thereto. The program strongly encourages Prime Contractors to provide subcontracting opportunities to Certified Hub Contractors/Vendors. Our goal for HUB contractor/vendor participation, as well as HUB subcontractor participation is 30%. To be considered as a "Certified HUB Contractor/Vendor" the contractor/vendor must have been certified by, and hold a current and valid certification with any of the three agencies listed below.

Have you been Certified as a HUB or an MBE/WBE source?: ☐Yes ☐ No

If yes, by whom?: ☐ Texas Building & Procurement Commission ☐ Other_____

Indicate Certification No(s).:_____ or Are Certificate(s) Attached?: ☐ Yes ☐ No

LIST OF CERTIFIED HUB SUBCONTRACTORS

(Attach additional pages if necessary)

What percentage of the Bid, RFP,or RFQ is to be subcontracted with Certified HUB sources?: _____%
(List HUB Subcontractor information below).

HUB Subcontractor Name: _____ HUB Status:
Certifying Agency (Check all applicable): ☐Texas Building & Procurement Commission ☐ Other
Address: _____ City: _____ State: _____ Zip:
Contact Person: _____ Title: _____ Phone No.: ( )
Subcontract Amount: $_____ Description of Work to be Performed:

HUB Subcontractor Name: _____ HUB Status:
Certifying Agency (Check all applicable): ☐Texas Building & Procurement Commission ☐ Other
Address: _____ City: _____ State: _____ Zip:
Contact Person: _____ Title: _____ Phone No.: ( )
Subcontract Amount: $_____ Description of Work to be Performed:

HUB Subcontractor Name: _____ HUB Status:
Certifying Agency (Check all applicable): ☐Texas Building & Procurement Commission ☐ Other
Address: _____ City: _____ State: _____ Zip:
Contact Person: _____ Title: _____ Phone No.: ( )
Subcontract Amount: $_____ Description of Work to be Performed:

Form **W-9**
(Rev. November 2005)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Give form to the requester. Do not send to the IRS.

Print or type See Specific Instructions on page 2.

Name (as shown on your income tax return)

Business name, if different from above

Check appropriate box: ☐ Individual/ Sole proprietor ☐ Corporation ☐ Partnership ☐ Other ▶ ..... ☐ Exempt from backup withholding

Address (number, street, and apt. or suite no.)

Requester's name and address (optional)

City, state, and ZIP code

List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number
___ ___ ___ – ___ ___ – ___ ___ ___ ___

or

Employer identification number
___ ___ – ___ ___ ___ ___ ___ ___ ___

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. person (including a U.S. resident alien).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. (See the instructions on page 4.)

Sign Here Signature of U.S. person ▶ Date ▶

Purpose of Form

A person who is required to file an information return with the IRS, must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

U.S. person. Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee.

In 3 above, if applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

For federal tax purposes, you are considered a person if you are:

- An individual who is a citizen or resident of the United States,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States, or
- Any estate (other than a foreign estate) or trust. See Regulations sections 301.7701-6(a) and 7(a) for additional information.

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,

• The U.S. grantor or other owner of a grantor trust and not the trust, and

• The U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person, do not use Form W-9. Instead, use the appropriate Form W-8 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the recipient has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.

2. The treaty article addressing the income.

3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.

4. The type and amount of income that qualifies for the exemption from tax.

5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity not subject to backup withholding, give the requester the appropriate completed Form W-8.

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 28% of such payments (after December 31, 2002). This is called "backup withholding." Payments that may be subject to backup withholding include interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,

2. You do not certify your TIN when required (see the Part II instructions on page 4 for details),

3. The IRS tells the requester that you furnished an incorrect TIN,

4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or

5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See the instructions below and the separate Instructions for the Requester of Form W-9.

Also see *Special rules regarding partnerships* on page 1.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of $50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a $500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Name

If you are an individual, you must generally enter the name shown on your income tax return. However, if you have changed your last name, for instance, due to marriage without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name.

If the account is in joint names, list first, and then circle, the name of the person or entity whose number you entered in Part I of the form.

Sole proprietor. Enter your individual name as shown on your income tax return on the "Name" line. You may enter your business, trade, or "doing business as (DBA)" name on the "Business name" line.

Limited liability company (LLC). If you are a single-member LLC (including a foreign LLC with a domestic owner) that is disregarded as an entity separate from its owner under Treasury regulations section 301.7701-3, enter the owner's name on the "Name" line. Enter the LLC's name on the "Business name" line. Check the appropriate box for your filing status (sole proprietor, corporation, etc.), then check the box for "Other" and enter "LLC" in the space provided.

Other entities. Enter your business name as shown on required federal tax documents on the "Name" line. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on the "Business name" line.

Note. You are requested to check the appropriate box for your status (individual/sole proprietor, corporation, etc.).

Exempt From Backup Withholding

If you are exempt, enter your name as described above and check the appropriate box for your status, then check the "Exempt from backup withholding" box in the line following the business name, sign and date the form.

Generally, individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends.

Note. If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding.

Exempt payees. Backup withholding is not required on any payments made to the following payees:

1. An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2),

2. The United States or any of its agencies or instrumentalities,

3. A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities,

4. A foreign government or any of its political subdivisions, agencies, or instrumentalities, or

5. An international organization or any of its agencies or instrumentalities.

Other payees that may be exempt from backup withholding include:

6. A corporation,

7. A foreign central bank of issue,

8. A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States,

9. A futures commission merchant registered with the Commodity Futures Trading Commission,

10. A real estate investment trust,

11. An entity registered at all times during the tax year under the Investment Company Act of 1940,

12. A common trust fund operated by a bank under section 584(a),

13. A financial institution,

14. A middleman known in the investment community as a nominee or custodian, or

15. A trust exempt from tax under section 664 or described in section 4947.

The chart below shows types of payments that may be exempt from backup withholding. The chart applies to the exempt recipients listed above, 1 through 15.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt recipients except for 9
Broker transactions	Exempt recipients 1 through 13. Also, a person registered under the Investment Advisers Act of 1940 who regularly acts as a broker
Barter exchange transactions and patronage dividends	Exempt recipients 1 through 5
Payments over $600 required to be reported and direct sales over $5,000 [1]	Generally, exempt recipients 1 through 7 [2]

[1] See Form 1099-MISC, Miscellaneous Income, and its instructions.

[2] However, the following payments made to a corporation (including gross proceeds paid to an attorney under section 6045(f), even if the attorney is a corporation) and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees; and payments for services paid by a federal executive agency.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-owner LLC that is disregarded as an entity separate from its owner (see *Limited liability company (LLC)* on page 2), enter your SSN (or EIN, if you have one). If the LLC is a corporation, partnership, etc., enter the entity's EIN.

Note. See the chart on page 4 for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local Social Security Administration office or get this form online at *www.socialsecurity.gov*. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at *www.irs.gov/businesses* and clicking on Employer ID Numbers under Related Topics. You can get Forms W-7 and SS-4 from the IRS by visiting *www.irs.gov* or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note. Writing "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: *A disregarded domestic entity that has a foreign owner must use the appropriate Form W-8.*

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if items 1, 4, and 5 below indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). Exempt recipients, see *Exempt From Backup Withholding* on page 2.

Signature requirements. Complete the certification as indicated in 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account [1]
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor [2]
4. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee [1]
b. So-called trust account that is not a legal or valid trust under state law	The actual owner [1]
5. Sole proprietorship or single-owner LLC	The owner [3]
For this type of account:	**Give name and EIN of:**
6. Sole proprietorship or single-owner LLC	The owner [3]
7. A valid trust, estate, or pension trust	Legal entity [4]
8. Corporate or LLC electing corporate status on Form 8832	The corporation
9. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
10. Partnership or multi-member LLC	The partnership
11. A broker or registered nominee	The broker or nominee
12. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity

[1] List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

[2] Circle the minor's name and furnish the minor's SSN.

[3] You must show your individual name and you may also enter your business or "DBA" name on the second name line. You may use either your SSN or EIN (if you have one). If you are a sole proprietor, IRS encourages you to use your SSN.

[4] List first and circle the name of the legal trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules regarding partnerships* on page 1.

Note. If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons who must file information returns with the IRS to report interest, dividends, and certain other income paid to you, mortgage interest you paid, the acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA, or Archer MSA or HSA. The IRS uses the numbers for identification purposes and to help verify the accuracy of your tax return. The IRS may also provide this information to the Department of Justice for civil and criminal litigation, and to cities, states, the District of Columbia, and U.S. possessions to carry out their tax laws. We may also disclose this information to other countries under a tax treaty, to federal and state agencies to enforce federal nontax criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism.

You must provide your TIN whether or not you are required to file a tax return. Payers must generally withhold 28% of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to a payer. Certain penalties may also apply.

Certification
Regarding Debarment, Suspension and Ineligibility

As is required by the Federal Regulations Implementing Executive Order 12549, Debarment and Suspension, 45 CFR Part 76, Government-wide Debarment and Suspension, the applicant certifies, to the best of his or her knowledge and belief, that both it and its principals:

a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency;

b. Have not within a three-year period preceding this bid proposal and/or application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction, violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

c. Are not presently indicted for or otherwise criminally or civilly charged by a government entity with commission of any of the offenses enumerated herein; and

d. Have not within a three-year period preceding this bid proposal and/or application had one or more public transactions terminated for cause or default.

Signature:_____
Print Name:_____
Title:_____
Telephone Number:_____
Date:_____

If the bidder is unable to certify to all of the statements in this Certification, such bidder should attach an explanation to this proposal.

EXHIBIT “B”

VENDOR’S BID PRICE

Bid
for
HIDALGO COUNTY
"PEST CONTROL SERVICES"
BID NO.: 2015-031-04-22-MEG

ORIGINAL

To: Martha L. Salazar, CPPB, Purchasing Agent
Physical Address: 2802 S. Business Hwy. 281 -New Administration Building
Mailing/Postal Address: 2812 S. Business Hwy. 281
Edinburg, Texas 78539

In accordance with the Specifications, and subject to all laws and regulations of the United States and state and local laws, the undersigned bidder proposes and commits to furnish all labor, equipment, material, software and services as set forth in the documents hereinbefore mentioned. The undersigned bidder further agrees, upon acceptance of its bid, to execute a contract and/or Purchase Order issued by Hidalgo County for performing and completing the work described in the Specifications within the time stated and for the prices proposed in the documents attached hereto and made a part hereof.

Bidder acknowledges receipt of all of the pages of the documents referenced in the Invitation to Bid Checklist presented in connection with this procurement. Bidder understands that Hidalgo County reserves the right to reject any or all bids and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best bid.

Bidder agrees that this bid shall be good and may not be withdrawn for a period of ninety (90) calendar days after the scheduled closing time for receiving bids, as contained in the Specifications.

Respectfully submitted,

Bidder: Kill-A-Bug Pest Control
Address: 4913 S. 24th
By: Robert Sanchez
Printed Name: Robert Sanchez
Title: Owner

EXHIBIT "B"
HIDALGO COUNTY
"PEST CONTROL SERVICES"
RFB NO. 2015-031-04-22-MEG

OPENED
4/22/15 2:45 pm
Witnessed

	Hidalgo County Sites: The following listed sites are to be billed to:	COMMODITY CODE 910-59 PRICES		
		Reg. Pest Control Srvs Fees	Termite Treatment Fees	Bee Eradication Fees
1	Administration Bldg. 100 E. Cano Edinburg, Texas	$ 25.00	$ 2.40 p/linear ft	$ 125.00
2	Courthouse 100 N. Closner Edinburg, Texas	$ 35.00	$	$
3	Courthouse, Annex I 100 N. Closner Edinburg, Texas	$ 35.00	$	$
4	Election's Office 101 S. 10th Ave Edinburg, Texas 78539	$ 15.00	$	$
5	Old Juvenile Detention 3100 S. Hwy 281 Edinburg, Texas	$ 15.00	$	$
6	Precinct No. 3-Offices(f/n/a-La Mansion) 2401 N. Moorefield Mission, Texas	$ 25.00	$	$
7	DPS & JP Offices 1212 S. 25th Edinburg, Texas	$ 15.00	$	$
8	Edinburg Health/WIC Clinics 3105 E. Richardson Edinburg, Texas	$ 15.00	$	$
9	Extension Service 410 N. 13th Edinburg, Texas	$ 15.00	$	$
10	DPS 410 N. 13th Edinburg, Texas	$ 15.00	$	$
11	Health Department 1304 S. 25th Street Weslaco, Texas	$ 15.00	$	$
12	McAllen License 300 E. Hackberry McAllen, Texas	$ 10.00	$	$
13	San Carlos Warehouse E. 107 & 6 Street San Carlos, Texas	$ 25.00	$	$

Exhibit "B" Bid Page

EXHIBIT "B"
HIDALGO COUNTY
"PEST CONTROL SERVICES"
RFB NO. 2015-031-04-22-MEG

OPENED 4/22/15 2:45pm Witnessed

	Hidalgo County Sites: The following listed sites are to be billed to:	PRICES		
		Reg. Pest Control Srvs Fees	Termite Treatment Fees	Bee Eradication Fees
14	Mission Health/WIC Clinic W. Old Hwy 83 & S. Breyfogle Mission, Texas	$ 15.00	$ 2.40 p/linear ft	$ 125.00
15	McAllen Health Clinic 300 E. Hackberry McAllen, Texas	$ 15.00	$	$
16	Weslaco Health/WIC Clinic 1901 N. Bridge Weslaco, Texas	$ 25.00	$	$
17	Pharr Health/WIC Clinic 1905 Fir Street Pharr, Texas	$ 15.00	$	$
18	JP's, Constables offices & Elsa Health/WIC Clinics 708 N. Edinburg St. Elsa, Texas	$ 35.00	$	$
19	Health & WIC Clinics Hwy. 83 1/4 Mi. W. of Town Light Sullivan City, Texas	$ 25.00	$	$
20	Mission License 722 Breyfogle Mission, Texas	$ 15.00	$	$
21	Weslaco License 1902 Joe Stephens Weslaco, Texas	$ 15.00	$	$
22	Community Resource Center/WIC 6th Street San Carlos, Texas	$ 15.00	$	$
23	Hidalgo Health/WIC Clinics 702 E. Tejano Hidalgo, Texas	$ 25.00	$	$
24	JP Office 1902 Joe Stephens Weslaco, Texas	$ 15.00	$	$
25	Delta Bldg. (Old Jail) -Storage Bldg 3100 S. Hwy 281, -C Edinburg, Texas	$ 15.00	$	$
26	After Care Program(Bill Separately) 1711 N. Bridge Weslaco, Tx	$ 45.00	$	$

Exhibit "B" Bid Page

EXHIBIT "B"
HIDALGO COUNTY
"PEST CONTROL SERVICES"
RFB NO. 2015-031-04-22-MEG

OPENED 4/22/15 @ 9:45am witnessed

	Hidalgo County Sites: The following listed sites are to be billed to:	PRICES		
		Reg. Pest Control Srvs Fees	Termite Treatment Fees	Bee Eradication Fees
27	Youth Village Boot Camp 1711 N. Bridge Weslaco, Texas	$ 35.00	$ 2.40 p/linear ft	$ 125.00
28	Health /WIC Clinic 211 South Schuerbach Mission, Tx	$ 25.00	$ "	$ "
29	Rehab Center (Bill Separately) 1000 M. Road Edinburg, Tx	$ 45.00	$	$
30	430th District Court 111 South 9th Street Edinburg, Texas	$ 15.00	$	$
31	Community Resource Center 509 E. Earling Road San Juan, Texas	$ 15.00	$	$
32	Restitution Center(Bill Separately) 1124 N. M Road Edinburg, Tx	$ 45.00	$	$
33	Horizon Building 224 N. 12 Ave. Edinburg, Texas	$ 15.00	$	$
34	Bennet Building 216 N. 12 Ave. Edinburg, Texas	$ 15.00	$	$
35	Adult Probation Facility 3100 S. Bus. 281, Bldg. -B Edinburg, Texas	$ 35.00	$	$
36	Administration Building (fka K-Mart Building) 2802 S. Bus. 281 Edinburg, Texas	$ 35.00	$	$
37	JP'S & Constables offices 730 Breyfogle Mission, Texas	$ 15.00	$	$
38	Boy's and Girl's Club 6th St. San Carlos, Texas	$ 10.00	$	$
39	Progreso Resource Center 5 Mile South Bus. 83 on FM 1015 Progreso, Texas	$ 15.00	$	$

EXHIBIT "B'
HIDALGO COUNTY
"PEST CONTROL SERVICES"
RFB NO. 2015-031-04-22-MEG

OPENED 4/22/15 10am Witnessed

	Hidalgo County Sites: The following listed sites are to be billed to:	PRICES Reg. Pest Control Srvs Fees	Termite Treatment Fees	Bee Eradication Fees
40	Old Carpenters Shop 219 E. Loeb Edinburg, Texas	$ 10.00	$ 2.40 p/linear ft	$ 125.00
41	Buildings and Grounds Office 3100 S. 281, Bldg.-D Edinburg, Texas	$ 15.00	$ "	$ "
42	Juvenile Justice Center (approx. 140,000 sq ft.) 1001 N. Doolittle Edinburg, Tx	$ 115.00	$	$
43	HIDTA Task Force -Offices 3100 S. Closner- Edinburg, TX	$ 15.00	$	$
44	HIDTA Task Force -Storage 3100 S. Closner Edinburg, TX	$ 15.00	$	$
45	Buildings and Grounds –Storage (4 Buildings -9964 sq. ft total) 3100 S. Bus. 281, Bldgs. D-G Edinburg, TX	$ 25.00	$	$
46	County Clerks- Document Storage (f/n/a Robert's Chevrolet) 317 N. Closner Edinburg, Tx	$ 15.00	$	$
47	Health/WIC/Tax & Planning Offices 722 Breyfogle Mission, TX	$ 15.00	$	$
48	Multi-Purpose Facility (San Juan –CRC Tower bldg.) 1429 South Tower Road Alamo, Tx 78516	$ 25.00	$	$
49	Election Warehouse 317 N. Closner Edinburg, Tx	$ 15.00	$	$
50	Pct 2 Multi Center Hall Acres Health/WIC/Auto Tax/ JP's/ Pct 2 Adm	$ 35.00	$	$
51	Pct 1 Sunrise Hill (2) Portable Buildings	$ 25.00	$	$
52	Hidalgo Cty Substance Abuse & Primary Care Facilities 3105 E. Schunior Edinburg, Texas	$ 25.00	$	$

EXHIBIT "B'
HIDALGO COUNTY
"PEST CONTROL SERVICES"
RFB NO. 2015-031-04-22-MEG

OPENED 4/22/15 @ 9:45am Witnessed

HIDALGO COUNTY PRECINCT NO. 1 SITES:		BILL TO ADDRESS: 1902 Joe Stephens Weslaco, Texas 78596 Contact: Noe Montez 956-968-8733		
Hidalgo County Sites:		PRICES		
		Reg. Pest Control Srvs Fees	Termite Treatment Fees	Bee Eradication Fees
1	Precinct No 1 Office 1902 Joe Stephen Weslaco, Texas	$ 15.00	$ 2.40 p/liner ft	$ 125.00
2	Precinct No. 1 Parks Office- Delta Lake & Shop	$ 25.00	$ "	$ "
3	Precinct No. 1 Shop- 1902 Joe Stephens (Rear) Weslaco, Texas	$ 15.00	$	$
4	Precinct No. 1 (Two 2 each) Portable Buildings at Sunrise Hill Park, Weslaco TX.	$ 25.00	$	$
5	Sunrise Hill-Pavilion Weslaco, Tx	$ 25.00	$	$
6	Veteran Park Facilities Monte Alto, Tx	$ 15.00	$	$
7	Collection Site (Under Construction) North of Sunrise Hill Park, Weslaco, Tx	$ 15.00	$	$

HIDALGO COUNTY PRECINCT NO. 2 SITES:		BILL TO ADDRESS: 301 E. State Pharr, Texas 78577 Contact: Yolanda Cisneros 956-787-1891		
Hidalgo County Sites:		PRICES		
		Reg. Pest Control Srvs Fees	Termite Treatment Fees	Bee Eradication Fees
1	Corner of State & Birch 301 E. State Pharr, Tx	$ 15.00	$ 2.40 p/liner ft	$ 125.00
2	Corner of State & Corner Office 329 E. State Pharr, Texas	$ 15.00	$ "	$ "
3	Mechanic Precinct No. 2 Shop- 329 E. State Pharr, Texas	$ 15.00	$	$
4	Cypress Street- 109 N. Cypress Pharr, Texas	$ 15.00	$	$
5	Las Milpas- 3 Buildings 6 ½ Miles S. 281 Pharr, Tx	$ 25.00	$	$
	McAllen Palmer Pavilion	$ 15.00		

EXHIBIT "B"
HIDALGO COUNTY
"PEST CONTROL SERVICES"
RFB NO. 2015-031-04-22-MEG

6	301 E. Hackberry #R McAllen, Tx	$	$ 2.40 pl linear ft	$ 125.00
7	McAllen Les Gilmore Kitchen- 301 E. Hackberry #R McAllen, Tx	$ 15.00	$	$
8	McAllen House 301 E. Hackberry- #HSE- McAllen, Tx	$ 15.00	$	$
9	Lopezville Rodriguez & Minnesota (RR) Pharr, Tx	$ 15.00	$	$
10	Office- El Gato Collection Site El Gato Road East of Tower Alamo, Tx	$ 15.00	$	$

HIDALGO COUNTY PRECINCT NO. 3 SITES:		**BILL TO ADDRESS:** 724 N. Breyfogle Mission, Texas78574 Contact Person: Norma Ceballos 956-585-4509		
Hidalgo County Sites:		**PRICES**		
		Reg. Pest Control Srvs Fees	**Termite Treatment Fees**	**Bee Eradication Fees**
1	Veteran Pavilion 1 Mile South Inspiration Road- Mission, TX	$ 15.00	$ 2.40 pl linear ft	$ 125.00
2	Barbecue House, 1 Mile South Inspiration Road- Mission, TX	$ 15.00	$	$
3	Los Ebanos Pavilion- Los Ebanos, TX	$ 15.00	$	$
4	Anzalduas Park Office 6 Miles South Conway Mission, Tx	$ 15.00	$	$
5	Hidalgo Cty.Pct No. 3 Office 724 N. Breyfogle Mission, TX	$ 15.00	$	$
6	Hidalgo County Pct. 3 Office 7 Mile Line Between Iowa & Texan Rd. Mission, Tx	$ 25.00	$	$
7	Motor Pool (mechanic shop) 7 Mile Line between Iowa and Texan Rd Mission, Tx	$ 15.00	$	$

OPENED
4/22/15
9:45am
Witnessed

EXHIBIT "B"
HIDALGO COUNTY
"PEST CONTROL SERVICES"
RFB NO. 2015-031-04-22-MEG

HIDALGO COUNTY PRECINCT NO. 4 SITES:		BILLING ADDRESS: 1102 N. Doolittle Road Edinburg, Texas 78541 Contact: Gloria Beltran 956-383-3112		
Hidalgo County Sites:		PRICES		
		Reg. Pest Control Srvs Fees	Termite Treatment Fees	Bee Eradication Fees
1	Hidalgo Cty. Pct. 4 (Office) 1102 N. Doolittle Edinburg, Tx	$ 10.00	$ 2.40 p/linear ft	$ 125.00
2	Hidalgo Cty. Pct. 4(Shop Office & Vehicle Service Area) 1102 N. Doolittle Edinburg, Tx	$ 10.00	$ "	$ "
3	Hidalgo Cty. Pct. 4(Recovery Center) 1102 N. Doolittle Edinburg, Tx	$ 15.00	$ "	$ "
4	Hidalgo Cty. Pct. 4 (New Offices) 1101 N. Doolittle Edinburg, Tx	$ 15.00	$ "	$ "

ADDITIONAL SITES		BILLING ADDRESS: depending on the department requesting services		
Hidalgo County Sites:		PRICES		
		Reg. Pest Control Srvs Fees	Termite Treatment Fees	Bee Eradication Fees
1		$ 25.00	$ 2.40 p/linear ft	$ 125.00
2		$ 25.00	$ "	$ "

- Call will include multiple Bee eradication at the same site in the same day.
- Addition sites: Vendor must submit a bid as a fixed flat rate, Hidalgo County will not except a per sq. ft for additional sites.

OPENED 9:15am 4/22/15 Witnessed

Exhibit "B" Bid Page

EXHIBIT "B"
HIDALGO COUNTY
"PEST CONTROL SERVICES"
RFB NO. 2015-031-04-22-MEG

Bidder/Company Name: Kill-A-Bug Pest Control

Address: 4913 S. 24th st

City/State/Zip: McAllen, TX 78503

Phone No/Fax No: (956) 655-1698 / Fax N/A

Cell Phone No: (956) 341-4192

E-Mail Address: Killabugpc@yahoo.com

Authorized Signature:

Title: Owner

OPENED
4/22/15
9:45am
Witnessed

EXHIBIT “C”

INSURANCE REQUIREMENTS

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YY): 4/20/2015

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 Dominique Collins One Geico Boulevard Fredericksburg, VA 22412 67476	CONTACT NAME: ROBERT & LUCY SANCHEZ PHONE A/C, No, Ext): (956) 655-1698 — Fax A/C, No): Email Address: KILLABUGPC@YAHOO.COM	
	INSURERS AFFORDING COVERAGE	**NAIC #**
	INSURER A: GOVERNMENT EMPLOYEES INSURANCE COMPANY	22063
INSURED ROBERT SANCHEZ DBA KILL A BUG PEST CONTROL 4913 S 24TH ST MCALLEN TX 78503-8925	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADD'L INSRD	SUBR WVD	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
	GENERAL LIABILITY						EACH OCCURRENCE	$
	COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurence)	$
	CLAIMS MADE / OCCUR						MED. EXPENSE (Any one person)	$
							PERSONAL & ADV. INJURY	$
							GENERAL AGGREGATE	$
							PRODUCTS - COMP/OP AGG.	$
	GEN'L AGGREGATE LIMIT APPLIES PER: POLICY / PROJECT / LOC							
A	**AUTOMOBILE LIABILITY**			9100024663 03	8/22/2014	8/22/2015	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	ANY AUTO						BODILY INJURY (Per person)	$
	ALL OWNED AUTOS / X SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	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	N / A					WC STATUTORY LIMITS / OTHER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?						E.L. EACH ACCIDENT	$
	If yes, describe under SPECIAL PROVISIONS below						E.L. DISEASE-POLICY LIMIT	$
							E.L. DISEASE-EACH EMPLOYEE	$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS

COUNTY OF HIDALGO IS NAMED AS AN ADDITIONAL INSURED.
2002 GMC 1500 VIN: 1GTEC14W72Z340701
2009 CHEVROLET COLORADO VIN: 1GBDS14E998140185

CERTIFICATE HOLDER	CANCELLATION
COUNTY OF HIDALGO 2812 S US HIGHWAY 281 EDINBURG, TX 78539-6243	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE

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ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
04/20/15

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: Tammy Beggs	
Superior Insurance 1347 19th St. Plano, TX 75074 Phone (972) 423-2300 Fax (972) 759-9781	PHONE (A/C, No, Ext): (972)423-2300	FAX (A/C, No): (972)759-9781
	E-MAIL ADDRESS: barblopez@superiorinsuranceinc.com	

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Markel Insurance Company	
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Robert Sanchez DBA Kill A Bug Pest Control
4913 S 24th Street
McAllen, TX 78503-

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 ☑ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☑ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☑ POLICY ☐ PRO-JECT ☐ LOC	N		PCG20013847-01	06/03/2014	06/03/2015	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 500,000.00 $ 100,000.00 $ 5,000.00 $ 500,000.00 $ 500,000.00 $ 500,000.00
	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? (Mandatory in NH) ☐ N / A If yes, describe under DESCRIPTION OF OPERATIONS below	N / A					☐ WC STATU-TORY LIMITS ☐ OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYE E.L. DISEASE - POLICY LIMIT	$ $ $

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Certificate Holder is Listed Below:

CERTIFICATE HOLDER

Hidalgo County
2812 South Business Hwy 281
Edinburg, TX 78539
leticia.saenz@county.hidalgo.tx.us

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

Tammy Beggs

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Affidavit & Indemnity Agreement

Date: 5-13-15

Affiant Robert Sanchez

Affiant on oath swears that the following statements are true and are within the personal knowledge of Affiant.

Affiant Robert Sanchez is a sole proprietor doing business as K-11-A-Boy Pest Control with Hidalgo County. Affiant will provide service for Hidalgo County.

Affiant further, states that he has no employees and does not anticipate employing any. In the event Affiant does employee any staff during the contract, Affiant must immediately notify Hidalgo County and obtain the Workers Compensation required by law.

Affiant agrees to indemnify, defend and hold harmless the County of Hidalgo and its agents, employees and elected officials from and against any and all claims, suits, demands and causes of action, of any kind or nature, arising out of or in any way relating to the services performed by Affiant.

Further Affiant sayeth not.

Printed Name of Affiant: Robert Sanchez

SWORN AND SUBSCRIBED TO under oath before me on May 13, 2015

Notary Public, State of Texas

MIGUEL ANGEL FLORES
Notary Public, State of Texas
My Commission Expires
December 06, 2016

Zimbra **leticia.saenz@co.hidalgo.tx.us**

RE: Contract# C-15-031-06-23 - Robert Sanchez d/b/a KILL A BUG PEST CONTROL -"PEST CONTROL SERVICES" - Hid Count

From : Steve Crain <scrain@atlashall.com> Wed, Jun 10, 2015 03:08 PM

Subject : RE: Contract# C-15-031-06-23 - Robert Sanchez d/b/a KILL A BUG PEST CONTROL -"PEST CONTROL SERVICES" - Hid Count

1 attachment

To : 'Leticia H. Saenz' <leticia.saenz@co.hidalgo.tx.us>

The contract is fine.

From: Leticia H. Saenz [mailto:leticia.saenz@co.hidalgo.tx.us]
Sent: Wednesday, June 10, 2015 2:07 PM
To: Steve Crain; Marynel Trevino
Cc: Martha Salazar; Elena Gomez; Darlene H. Betancourt
Subject: Contract# C-15-031-06-23 - Robert Sanchez d/b/a KILL A BUG PEST CONTROL -"PEST CONTROL SERVICES" - Hid Count

Mr. Crain-

Please review and approve as to form (attached hereto) contract# **C-15-031-06-23** with **Robert Sanchez** d/b/a **KILL A BUG PEST CONTROL** for the purposes of **"Pest Control Services"** for **Hidalgo County.**

***Note: Bid award to lowest vendor meeting all specs/requirements was approved by CC on 06/09/15 and will be placing contract on the next CC for final approval.**

Please advise.

Thanks.

Leticia H. Saenz, CPPB/Contracts Manager
Hidalgo County Purchasing Department
2812 South Business Highway 281
Edinburg, Texas 78539
***P**(956) 318-2626 **F**(956) 318-2629*
Email: leticia.saenz@co.hidalgo.tx.us

...DON'T WORRY...BE HAPPY...

image001.gif
345 B

AI-50056 **Closed Session** **23. C.**

CC - REGULAR

Meeting Date: 06/23/2015

Submitted By: Monica Badillo, EXECUTIVE OFFICE

Department: EXECUTIVE OFFICE

Information

CAPTION

CL-15-1757-A; Deborah Coronado v. County of Hidalgo

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	06/08/2015 05:16 PM
Purchasing Department	Monica Badillo	06/19/2015 05:54 PM

Form Started By: Monica Badillo Started On: 06/08/2015 04:15 PM

Final Approval Date: 06/19/2015

AI-50050 **Closed Session** **23. D.**

CC - REGULAR

Meeting Date: 06/23/2015

Submitted By: Monica Badillo, EXECUTIVE OFFICE

Department: EXECUTIVE OFFICE

Information

CAPTION

C-3856-12-C; Mayra Y. Garcia individually and a/k/f of Daniel Garcia, a minor v. Hidalgo County

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	06/08/2015 05:16 PM
Purchasing Department	Monica Badillo	06/19/2015 05:54 PM

Form Started By: Monica Badillo Started On: 06/08/2015 02:23 PM

Final Approval Date: 06/19/2015

AI-50139 **Closed Session** **23. E.**

CC - REGULAR

Meeting Date: 06/23/2015

Submitted By: Monica Badillo, EXECUTIVE OFFICE

Department: EXECUTIVE OFFICE

Information

CAPTION

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

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	06/17/2015 08:18 AM
Purchasing Department	Monica Badillo	06/19/2015 05:54 PM

Form Started By: Monica Badillo Started On: 06/16/2015 05:40 PM

Final Approval Date: 06/19/2015

AI-50159 **Closed Session** **23. F.**

CC - REGULAR

Meeting Date: 06/23/2015

Submitted By: Monica Badillo, EXECUTIVE OFFICE

Department: EXECUTIVE OFFICE

Information

CAPTION

Cause No. C-2236-15-B; Melinda Balli v. City of Edinburg, Hidalgo County, and Texas Dept. of Transportation

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	06/17/2015 03:42 PM
Purchasing Department	Monica Badillo	06/19/2015 05:54 PM

Form Started By: Monica Badillo Started On: 06/17/2015 03:40 PM

Final Approval Date: 06/19/2015

AI-50155 **Closed Session** **23. G.**

CC - REGULAR

Meeting Date: 06/23/2015

Submitted By: Monica Badillo, EXECUTIVE OFFICE

Department: EXECUTIVE OFFICE

Information

CAPTION

Civil No. 7:08-cv-319; USA v.1.526 acres of land, more or less, situated in Hidalgo County, Texas and Oscar Garza, et al

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	06/17/2015 03:22 PM
Purchasing Department	Monica Badillo	06/19/2015 05:54 PM

Form Started By: Monica Badillo Started On: 06/17/2015 02:47 PM

Final Approval Date: 06/19/2015

AI-50202 **Closed Session** **23. H.**

CC - REGULAR

Meeting Date: 06/23/2015

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	06/18/2015 06:07 PM
Purchasing Department	Monica Badillo	06/19/2015 05:55 PM

Form Started By: Monica Badillo Started On: 06/18/2015 04:24 PM

Final Approval Date: 06/19/2015

AI-50120 **Closed Session** **23. I.**

CC - REGULAR

Meeting Date: 06/23/2015

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	06/16/2015 02:14 PM
Purchasing Department	Monica Badillo	06/19/2015 05:54 PM
Form Started By: Aida Alvarez		Started On: 06/16/2015 01:51 PM
Final Approval Date: 06/19/2015		

AI-50135 **Closed Session** **23. J.**

CC - REGULAR

Meeting Date: 06/23/2015

Submitted For: Roy Quintanilha, SAFETY DIVISION

Submitted By: Aida Alvarez, SAFETY DIVISION

Department: SAFETY DIVISION

Information

CAPTION

Claim of Francisco J. Villazana

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	06/17/2015 08:17 AM
Purchasing Department	Monica Badillo	06/19/2015 05:54 PM
Form Started By: Aida Alvarez		Started On: 06/16/2015 04:25 PM
Final Approval Date: 06/19/2015		

AI-50207 **Closed Session** **23. K.**

CC - REGULAR

Meeting Date: 06/23/2015

Submitted For: Roy Quintanilha, SAFETY DIVISION

Submitted By: Aida Alvarez, SAFETY DIVISION

Department: SAFETY DIVISION

Information

CAPTION

Claim of Roberto De La Cerda

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	06/19/2015 09:39 AM
Purchasing Department	Monica Badillo	06/19/2015 05:55 PM
Form Started By: Aida Alvarez		Started On: 06/19/2015 08:20 AM
Final Approval Date: 06/19/2015		

AI-50098 **Closed Session** **23. L.**

CC - REGULAR

Meeting Date: 06/23/2015

Submitted For: Roy Quintanilha, SAFETY DIVISION

Submitted By: Aida Alvarez, SAFETY DIVISION

Department: SAFETY DIVISION

Information

CAPTION

Claim of Elsa Rodriguez as Parent Guardian of John Ray Rodriguez & Desiray Rodriguez

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	06/15/2015 11:13 AM
Purchasing Department	Monica Badillo	06/19/2015 05:54 PM
Form Started By: Aida Alvarez		Started On: 06/15/2015 10:24 AM
Final Approval Date: 06/19/2015		

AI-50101 **Closed Session** **23. M.**

CC - REGULAR

Meeting Date: 06/23/2015

Submitted For: Roy Quintanilha, SAFETY DIVISION

Submitted By: Aida Alvarez, SAFETY DIVISION

Department: SAFETY DIVISION

Information

CAPTION

Claim of Juan Cristoval Cervantes

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	06/15/2015 11:13 AM
Purchasing Department	Monica Badillo	06/19/2015 05:54 PM
Form Started By: Aida Alvarez		Started On: 06/15/2015 10:38 AM
Final Approval Date: 06/19/2015		

AI-50223 **Closed Session** **23. N.**

CC - REGULAR

Meeting Date: 06/23/2015

Submitted For: Roy Quintanilha, SAFETY DIVISION

Submitted By: Aida Alvarez, SAFETY DIVISION

Department: SAFETY DIVISION

Information

CAPTION

Claim of Arcilia Morales

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	06/19/2015 11:44 AM
Purchasing Department	Monica Badillo	06/19/2015 05:55 PM
Form Started By: Aida Alvarez		Started On: 06/19/2015 11:42 AM
Final Approval Date: 06/19/2015		

AI-50057 **Open Session** **25. C.**

CC - REGULAR

Meeting Date: 06/23/2015

Submitted By: Monica Badillo, EXECUTIVE OFFICE

Department: EXECUTIVE OFFICE

Information

CAPTION

CL-15-1757-A; Deborah Coronado v. County of Hidalgo

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	06/08/2015 05:16 PM
Purchasing Department	Monica Badillo	06/19/2015 05:54 PM

Form Started By: Monica Badillo Started On: 06/08/2015 04:16 PM

Final Approval Date: 06/19/2015

AI-50051 **Open Session** **25. D.**

CC - REGULAR

Meeting Date: 06/23/2015

Submitted By: Monica Badillo, EXECUTIVE OFFICE

Department: EXECUTIVE OFFICE

Information

CAPTION

C-3856-12-C; Mayra Y. Garcia individually and a/k/f of Daniel Garcia, a minor v. Hidalgo County

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	06/08/2015 05:16 PM
Purchasing Department	Monica Badillo	06/19/2015 05:54 PM

Form Started By: Monica Badillo Started On: 06/08/2015 02:24 PM

Final Approval Date: 06/19/2015

AI-50140 **Open Session** **25. E.**

CC - REGULAR

Meeting Date: 06/23/2015

Submitted By: Monica Badillo, EXECUTIVE OFFICE

Department: EXECUTIVE OFFICE

Information

CAPTION

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

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	06/17/2015 08:18 AM
Purchasing Department	Monica Badillo	06/19/2015 05:54 PM

Form Started By: Monica Badillo Started On: 06/16/2015 05:40 PM

Final Approval Date: 06/19/2015

AI-50160 **Open Session** **25. F.**

CC - REGULAR

Meeting Date: 06/23/2015

Submitted By: Monica Badillo, EXECUTIVE OFFICE

Department: EXECUTIVE OFFICE

Information

CAPTION

Cause No. C-2236-15-B; Melinda Balli v. City of Edinburg, Hidalgo County, and Texas Dept. of Transportation

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	06/17/2015 03:42 PM
Purchasing Department	Monica Badillo	06/19/2015 05:54 PM

Form Started By: Monica Badillo Started On: 06/17/2015 03:41 PM

Final Approval Date: 06/19/2015

AI-50156 **Open Session** **25. G.**

CC - REGULAR

Meeting Date: 06/23/2015

Submitted By: Monica Badillo, EXECUTIVE OFFICE

Department: EXECUTIVE OFFICE

Information

CAPTION

Civil No. 7:08-cv-319; USA v.1.526 acres of land, more or less, situated in Hidalgo County, Texas and Oscar Garza, et al

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	06/17/2015 03:22 PM
Purchasing Department	Monica Badillo	06/19/2015 05:54 PM

Form Started By: Monica Badillo Started On: 06/17/2015 02:47 PM

Final Approval Date: 06/19/2015

AI-50203 **Open Session** **25. H.**

CC - REGULAR

Meeting Date: 06/23/2015

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	06/18/2015 06:07 PM
Purchasing Department	Monica Badillo	06/19/2015 05:55 PM

Form Started By: Monica Badillo Started On: 06/18/2015 04:25 PM

Final Approval Date: 06/19/2015

AI-50121 **Open Session** **25. I.**

CC - REGULAR

Meeting Date: 06/23/2015

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	06/16/2015 02:14 PM
Purchasing Department	Monica Badillo	06/19/2015 05:54 PM
Form Started By: Aida Alvarez		Started On: 06/16/2015 01:52 PM
Final Approval Date: 06/19/2015		

AI-50136 **Open Session** **25. J.**

CC - REGULAR

Meeting Date: 06/23/2015

Submitted For: Roy Quintanilha, SAFETY DIVISION

Submitted By: Aida Alvarez, SAFETY DIVISION

Department: SAFETY DIVISION

Information

CAPTION

Claim of Francisco J. Villazana

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	06/17/2015 08:17 AM
Purchasing Department	Monica Badillo	06/19/2015 05:54 PM
Form Started By: Aida Alvarez		Started On: 06/16/2015 04:27 PM
Final Approval Date: 06/19/2015		

AI-50208 **Open Session** **25. K.**

CC - REGULAR

Meeting Date: 06/23/2015

Submitted For: Roy Quintanilha, SAFETY DIVISION

Submitted By: Aida Alvarez, SAFETY DIVISION

Department: SAFETY DIVISION

Information

CAPTION

Claim of Roberto De La Cerda

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	06/19/2015 09:39 AM
Purchasing Department	Monica Badillo	06/19/2015 05:55 PM
Form Started By: Aida Alvarez		Started On: 06/19/2015 08:22 AM
Final Approval Date: 06/19/2015		

AI-50099 **Open Session** **25. L.**

CC - REGULAR

Meeting Date: 06/23/2015

Submitted For: Roy Quintanilha, SAFETY DIVISION

Submitted By: Aida Alvarez, SAFETY DIVISION

Department: SAFETY DIVISION

Information

CAPTION

Claim of Elsa Rodriguez as Parent Guardian of John Ray Rodriguez & Desiray Rodriguez

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	06/15/2015 11:13 AM
Purchasing Department	Monica Badillo	06/19/2015 05:54 PM
Form Started By: Aida Alvarez		Started On: 06/15/2015 10:29 AM
Final Approval Date: 06/19/2015		

AI-50102 **Open Session** **25. M.**

CC - REGULAR

Meeting Date: 06/23/2015

Submitted For: Roy Quintanilha, SAFETY DIVISION

Submitted By: Aida Alvarez, SAFETY DIVISION

Department: SAFETY DIVISION

Information

CAPTION

Claim of Juan Cristoval Cervantes

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	06/15/2015 11:13 AM
Purchasing Department	Monica Badillo	06/19/2015 05:54 PM
Form Started By: Aida Alvarez		Started On: 06/15/2015 10:39 AM
Final Approval Date: 06/19/2015		

AI-50224 **Open Session** **25. N.**

CC - REGULAR

Meeting Date: 06/23/2015

Submitted For: Roy Quintanilha, SAFETY DIVISION

Submitted By: Aida Alvarez, SAFETY DIVISION

Department: SAFETY DIVISION

Information

CAPTION

Claim of Arcilia Morales

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	06/19/2015 11:44 AM
Purchasing Department	Monica Badillo	06/19/2015 05:55 PM
Form Started By: Aida Alvarez		Started On: 06/19/2015 11:43 AM
Final Approval Date: 06/19/2015		