AGENDA
HIDALGO COUNTY
COMMISSIONERS COURT
MEETING
October 27, 2015
9:30 A.M.

NOTICE is hereby given in accordance with Chapter 551, Texas Government Code, that a REGULAR MEETING of the Commissioners Court will be held in the Commissioners Courtroom of the Administration Building, 100 E. Cano, 1st floor, Edinburg, Hidalgo County, Texas. Discussion and possible action relating to the following business will be transacted:

1. **Roll Call**

2. **Pledge of Allegiance**

3. **Prayer**

4. **Approval of Consent Agenda**

5. **Open Forum**

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

A. **AI-51782** Recognition of Precinct 2 Constable Martin Cantu for his role in rescuing a man from falling off the Queen Isabella Causeway.

B. **AI-51967** Resolution in appreciation of Heals International Medical Missions (HIMM) for their work providing medical care to the poor

C. **AI-51973** Approval to waive the Hidalgo County Post-Retirement Employment Policy with regards to employee number 183776

D. **AI-51982** Presentation on the United Way of South Texas' Hidalgo County Campaign

7. **Constables:**

A. **AI-51591** Constable Pct. 3 STOP Truancy (1285)

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

8. **Sheriff's Office:**

A. **AI-51855** 1. Approval of Certification of Revenues as certified by the County Auditor for $1,500 donation from OXY USA, Inc.
2. Approval of budget appropriation for $1,500 in the Sheriff's Office Budget.

9. **Executive Office:**

A. **AI-51883** Appointment of Representative to the Urban Counties Policy Committee

10. **Human Resources:**

A. **AI-51974** Approval to waive the year 2016 contribution/donation of sick leave hours to the Sick Leave Pool for currently enrolled participants due to current balance. Employees not currently enrolled and who wish to enroll must contribute sick leave hours as per the Sick Leave Policy.

B. **AI-51821** Tax Office (1100):
1. Discussion, consideration, and approval of the following personnel action, effective next full pay period of 11/02/2015:

Action	Dept/Program	Slot #	Position Title	Budgeted Salary	Proposed Position Title
Title Change	140-001	0019	Deputy Clerk III	$40,347.00	Executive Assistant II

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

C. **AI-51822** DA Criminal (1100) / DA Investigation (1223):
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, 11/02/2015:

Action	Dept/ Program	Slot #	Position Title	Budgeted Salary	Proposed Position Title	Proposed Budgeted Salary	Net Change
Reclassification	080-002	0068	Administrative Asst III	$32,113.00	Administrative Asst I	$32,000.00	($113.00)
	080-007	0041		$6,246.00		$0.00	($6,246.00)
Delete	080-002	0082	Administrative Asst I	$22,303.00	-	$0.00	($22,303.00)
	080-007	0086		$1,697.00		$0.00	($1,697.00)
Create	080-002	0121	-	$0.00	Administrative Asst I	$22,416.00	$22,416.00
	080-007	0139				$7,584.00	$7,584.00

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

11. HIDTA - Task Force:

A. AI-51824 1. Approval of FY2016 Overtime program agreement (Investigation Number SW-TXS-1005) between the Organized Crime Drug Enforcement Task Forces Agreement (OCDTF) and the Hidalgo County HIDTA Task Force in the amount of $17,548.00, for funding period 10/01/2015-09/30/2016.
2. Signature Approval for Ricardo Rodriguez, Hidalgo County Criminal District Attorney to sign agreement, as required by OCDTF.
3. Authorization to pay Overtime reimbursable under the grant terms and conditions.
4. Approval of Certification of Revenues in the amount of $17,548.00 as certified by the County Auditor for the OCDETF agreement.
5. Approval of appropriation of funds in the amount of $17,548.00.

B. AI-51905 1. Authorization and approval to accept award no. G15SS0002A, Supplement Number 2, Cooperative Agreement between Hidalgo County and the Executive Office of the President Office of National Drug Control Policy in the amount of $16,666.00 for the grant period of 01/01/15-12/31/16.
2. Authorization for County Judge, as authorized official, to sign grant award form and related documents.
3. Approval of certification of revenues, as certified by the County Auditor's Office.
4. Approval of appropriation of funds for the Hidalgo County HIDTA Task Force in the amount of $16,666.00

C. **AI-51919** 1. Authorization and approval to accept the Memorandum of Understanding between the Texas Joint Counterdrug Task Force and the Hidalgo County HIDTA Task Force for the period of October 1, 2015 - September 30, 2016.
2. Signature Approval for Ricardo Rodriguez, Hidalgo County Criminal District Attorney to sign agreement, as required by OCDTF.

D. **AI-51926** Authorization and approval to accept the Memorandums of Understanding between the Hidalgo County HIDTA Task Force and the City of Clarkston Police Department County of Dekalb, Georgia.

E. **AI-51908** Authorization and approval to amend the 2014 Equitable Sharing Agreement and Certification Report.

F. **AI-51928** Presentation for discussion, consideration, and approval to accept the Memorandum of Understanding (s) between Hidalgo County and the Hidalgo County HIDTA Task Force.

Hidalgo County HIDTA will reimburse Hidalgo County for the following:
1. Janitorial Services at the HIDTA building (s)
2. Utility Services at the HIDTA building (s)

12. **Health & Human Services Department:**

A. **AI-51948** 1. Requesting approval to accept the CPS/OT-UNIQUE grant contract #2016-004045-00 in the amount of $147,344.00 for the period of 11/05/2015 to 06/30/2016.
2. Requesting approval for County Judge to e-sign the grant contract, the Certification Regarding Lobbying statement and the Fiscal Federal Funding and Transparency Act Certification statement.
3. Requesting approval of the Certification of Revenue in the amount of $147,344.00.
4. Requesting approval of the budget appropriation in the amount of $147,344.00 in grant funds and $14,734.00 in local match funds.

B. **AI-51925** 1. Requesting approval of the Certification of Revenue by County Auditor in the amount of $70,835.80. Funds are from the Health & Human Services Commission - Medicaid Administrative Claiming reimbursement.
2. Requesting approval to appropriate the MAC budget in the amount of $70,835.80.

C. **Health Care Funding District:**

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

D. **Indigent Health Care Program:**

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

13. **Adult Probation:**

A. **AI-51839** Residential Substance Abuse Treatment - RSAT (1289)
1. Approval to accept the RSAT grant award from the Office of Governor (Criminal Justice Division) in the amount of $204,220.00 for the grant period of 10/01/2015 - 06/30/2016.
2. Approval of certification of revenues as approved by the County Auditor's Office for the RSAT grant.
3. Approval of the appropriation of funds in the amount of $153,165.00 and the cash match of $51,055.00 for a total of $204,220.00.
4. Approval of resolution to designate the authorized official for the grant.

14. **IT Department:**

A. **AI-51881** DISTRICT ATTORNEY'S OFFICE
Authorization and approval to purchase new wireless devices with service through the County's membership/participation with CONTRACT: DIR-SDD-1779 for VERIZON WIRELESS for the following:

Qty:	Description:	User:	Service Plan:	Equipment Cost:
2	Cell Phone	Office Use	The Verizon Plan X Large-12GB @ $30.80 + The Verizon Plan Line Charge-Smart Phone @ $40.00 + $5.00 taxes/fees = $75.80 X 2 = $151.60/month	iPhone 5s 16GB @ $0.00
2	Cell Phone	Office Use	The Verizon Plan X Large-12GB @ $30.80 + The Verizon Plan Line Charge-Smart Phone @ $40.00 + $5.00 taxes/fees = $75.80 X 2 = $151.60/month	iPhone 5s 16GB @ $0.00

B. **AI-51802** CONSTABLE PCT. 3
Authorization and approval to purchase new gps devices with service through the County's membership/participation with CONTRACT: HGAC CW10-14 for SPRINT for the following:

Qty:	Description:	User:	Service Plan Charge:	Equipment Cost:
20	GPS units	Office Use		Geotab GO7/FL7 OBDII Modem @ $9.99 each
20	Data Plan	Office Use	Geotab Pro/FleetLocate w/Fusion 5mb Pooled Data Plan @ $24.25 each per month	

15. Urban County:

A. AI-51898 The UCP is requesting that the Hidalgo County Commissioners' Court to rescind the action taken on October 13, 2015 regarding the Waiver of Real Property Filing Fees allowed by Texas Local Government Code, Section 118.0135

B. AI-51913 1. Requesting approval to re-certify the Affordable Homes of South Texas, Inc. (AHSTI) as a Community Housing Development Organization (CHDO) within the County of Hidalgo.
2. Requesting approval to execute the 2015 HOME/CHDO agreement for the Affordable Homes of South Texas, Inc. (AHSTI)

C. AI-51915 1. Requesting approval to re-certify Proyect Azteca as a Community Housing Development Organization (CHDO) within the County of Hidalgo.
2. Requesting approval to execute the 2015 HOME/CHDO agreement for Proyecto Azteca

D. AI-51959 The Urban County Program is requesting consideration and action to award Phase II of the Environmental Site Assessment to L & G Engineering to continue with a Limited Phase II Environmental Assessment of the Peñitas Drain Project located in Precinct 3. Phase I of the Environmental Assessment was approved by Commissioners' Court on August 18, 2015. The UCP will be utilizing the Texas General Land Office (GLO) funds Contract No. 12-406-000-6453/DRS210068.

E. AI-51897 The UCP is requesting a Waiver of Real Property Filing Fees as allowed by Texas Local Government Code, Section 118.0135(a) for the Owner-Occupied Housing Rehabilitation Program and the Homebuyer Assistance Program.

16. Elections Administration:

A. AI-52005 Discussion and/or action, including but not limited to Elections updates

B. **AI-51871** Approval of Full Contract for Election Services between Hidalgo County and the City of Palmview for their election to be held on November 3, 2015

C. **AI-51859** 1. Appointment of the Early Voting Ballot Board for the November 3, 2015 Constitutional Amendment Election.
2. Appointment of the Central Counting Station for the November 3, 2015 Constitutional Amendment Election.

D. **AI-51866** Approval of Full Contract for Election Services between Hidalgo County and the City of Alamo for their election to be held on November 3, 2015

E. **AI-51872** Approval of Full Contract for Election Services between Hidalgo County and the City of Weslaco for their elections to be held on November 3, 2015

F. **AI-51869** Approval of Full Contract for Election Services between Hidalgo County and the City of La Joya for their election to be held on November 3, 2015

G. **AI-51868** Approval of Full Contract for Election Services between Hidalgo County and the City of Edcouch for their election to be held on November 3, 2015

H. **AI-51867** Approval of Full Contract for Election Services between Hidalgo County and the City of Donna for their election to be held on November 3, 2015

17. **Head Start Program:**

A. **AI-51787** Discussion/Approval on Request to Purchase Custodial Supplies and Equipment (Contract #490-15) through the Hidalgo County's Membership/Participation with Texas Association School Board (TASB) Buyboard's Multiple Awarded Vendors for the Term of the TASB Contract Ending on October 31, 2018 Gulf Coast Paper Company Matera Paper Co., Ltd.

B. **AI-51789** Presentation for Discussion, Consideration and Approval to Enter into a Memorandum of Understanding (MOU) between Hidalgo County Head Start Program and Doctor's Hospital at Renaissance, Ltd.

C. **AI-51790** Presentation for Discussion, Consideration and Approval for a One (1)Year Interlocal Agreement for Lease of Premises between the City of Mission and Hidalgo County Head Start Program

D. **AI-51791** Presentation for Discussion, Consideration and Approval of a One (1)Year Interlocal Agreement for the Lease of Two (2) Facilities (Edcouch Head Start Center and Edcouch Central Kitchen) Between the Edcouch-Elsa Independent School District and Hidalgo County Head Start Program

E. **AI-51792** Discussion/Approval to Declare Obsolete the Attached List of Items and Transfer Items to the County's Surplus Department for Proper Disposition

F. **AI-51803** Discussion/Approval for Hidalgo County Head Start Program to Exercise Option to Extend for an Additional Two (2) Year Term on the Lease Agreements for Land (under same terms and conditions) with the Following Private Entities:

La Amistad Apts., Ltd, Donna IV H/S Center
Galilean Apts., Ltd, Edinburg III H/S Center
La Herencia Apts. Ltd, La Herencia H/S Center
Padre De Vida Apts. Ltd, McAllen IV H/S Center
El Patrimonio Apts. Ltd, McAllen VI H/S Center
La Estancia Apts., Ltd, Mercedes II H/S Center
Pueblo de Paz Apts., Ltd, Mission III H/S Center
Rio De Vida Apts., Ltd, Mission IV H/S Center
Daniel Garza, Granjeno H/S Center
Guillermina Aguirre Garcia, Weslaco III H/S Center
Saint Anne Church, Western Rd H/S Center
Texas Valley Communities Foundation, Mercedes I H/S Center

G. **AI-51815** Discussion/Approval for Hidalgo County Head Start Program to Exercise Option to Extend for an Additional One (1) and/or Two (2) Year Term on the Interlocal Agreements for Facilities (under same terms and conditions) with the following Entities:

1. City of Alamo, Alamo H/S Center
2. City of Alton, Alton H/S Center
3. City of Donna, Donna II H/S Center
4. Edinburg Housing Authority, Edinburg I/Edinburg II H/S Centers
5. City of Hidalgo, Hidalgo H/S Center
6. La Joya ISD, La Joya H/S Center
7. City of Pharr, Las Milpas I/Pharr H/S Centers
8. Monte Alto ISD, Monte Alto H/S Center
9. City of Progreso, Progreso H/S Center
10. City of San Juan, San Juan I H/S Center

One (1) Year Extension of Interlocal Agreements
1. McAllen Housing Authority, McAllen V H/S Center
2. City of Weslaco, Weslaco I H/S Center

18. WIC:

A. AI-51884 Recognition of the Hidalgo County Women, Infants and Children Program for receiving the USDA Loving Support Award of Excellence for Exemplary Breastfeeding Support and Practices.

19. Planning Department:

A. AI-51912 1. Preliminary Approval with Variance Request
a. J & K Motors Subdivision - Pct. 3 (Jesus A. Molina) (SH 107 & 4 Mile Line)

2. Preliminary Approval
a. Pueblo De Palmas No. 18 Subdivision - Pct. 4 (J. Gary Frisby) (Cesar Chavez Road & Ramseyer Road)
b. San Joaquin Ph. 3 Subdivision - Pct. 1 (Tillmin Welch) (Val Verde [FM 1423] & Minnesota Road)
c. Dos Vientos Estates Subdivision - Pct. 4 (Kyndel W.Bennett) (Sharp Road & Curve Road)

3. Final Approval
a. Aurora Valley Ph. 4 Subdivision - Pct. 1 (M.L. Rhodes) (Dillon Road & Mile 14 North Road)
b. Las Brisas Heights Subdivision - Pct. 4 (Kyndel W. Bennett) (Tower Road & Iowa Road)
c. Las Comadres Acres Ph. III Subdivision - Pct. 3 (Carlos G. Leal Jr.) (Mile 7 North Road & Iowa Road)
d. Carmona Subdivision - Pct. 1 (Irma Herrera) (Mile 6 West Road & 18th Street)
e. Jardin De La Flor Subdivision - Pct. 1 (Adan Perales) (Mile 14 North /Road & FM 88)

20. Precinct #2 - Comm. Cantu:

A. AI-51779 Resolution in support of the Deferred Action for Parental Accountability (DAPA) and Deferred Action for Childhood Arrivals (DACA).

21. Precinct #4 - Comm. Palacios:

A. AI-51972 Pct. 4 Road Maint. (1200):
Approval of 2015 interfund transfer from Pct. 4 Sanitation program 001 (1100) to Road Maint. program 007 (1200) in the amount of $45,000.00.

22. Budget & Management:

A. AI-51965 Discussion, consideration and approval to fund Juvenile Department Room and Board expenditures in the amount of $286,421.35 and authorization to process payment for September invoices.

B. Interfund transfers:

1. AI-51960 Transfers In-General Fund (1285)
Approval of 2015 interfund transfer from Transfers In- General Fund and Transfers Out-Grants Lvl 5 Fiscal Year 5 into Fiscal Year 6 to fund the total local match required to appropriate funds for the STOP Truancy grant, CC 10/27/15 (AI-51591), in the total amount of $5,226.64.

23. Purchasing Department:
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-51418 Presentation of bids received as detailed in tabulation sheet contained herein meeting all specifications and/or requirements for the purpose of award and approval of contract for Request for Bids titled: Hidalgo County - "CRS-2 (Cationic Rapid Setting) Emulsified Asphalt" through project No.: 2015-024-10-16-SGS.

2. AI-51951 a. Presentation of scoring grid (for the purposes of ranking by CC) of the responses received and evaluated in connection with RFP No. 2015-101-10-07-YSS Property & Casualty Insurance Policies (Including 3rd Party Administration Services), SOLELY for “Commercial Property/Boiler Machinery-Terrorism Included” in order to award and approve premiums for same;

	Montalvo Insurance	McGriff Seibles & Williams
Evaluator 1	90	98

Evaluator 2	86	94
Evaluator 3	81	91
Average Score	85	94
CC Rank		

b. Recommendation to accept "Premium Summary", award the top ranked proposal received from _____ for Hidalgo County's Property & Casualty Insurance Policies (Including 3rd Party Administration Services), SOLELY for "Commercial Property/ Boiler Machinery-Terrorism Included" with authority to purchase said policies and services from: _____.

c. Review and recommendation and action by HCCC to accept the sole response received from Montalvo Insurance [with five options for HC to consider and award] as "qualified" to proceed to the next phase of the procurement process for other policies "Hidalgo County's Property & Casualty Insurance Policies (Including 3rd Party Administration Services) for said policies and services from the following companies, including, but not limited to the following: Munich–Princeton, Ace American Ins., Merkel Evanston Ins., Lloyd's London, Ace American, Ins., AIG/Illinois, National Union Fire Ins., Third Party Administration.

d. Approval to proceed to complete applications [as required by vendor] including authority for Judge, Court Member of Commissioners' Court or Executive Officer to sign any applicable documentation for said policies and services from _____ .

e. Acceptance and approval of schedule of premiums/fees (as approved by CC) and attached hereto as 2016-2017 Coverage Summary for Property and Casualty Insurance Policies awarded in the total amount of _____ effective January 01, 2016 through January 01, 2017 with authority to purchase.

3. AI-51594 a. Reject the sole proposal received [incomplete] for: "Section .... and COBRA Administration Services [Only]" and, if approved;

b. Requesting authority to exercise Hidalgo County's to renew with UnitedHealth Care a one (1) year extension under the same rates, terms and conditions [as provided under the original RFP award in 2013] for "Section ... and COBRA Administration Services" with renewal/extension effective January 1, 2016 through December 31, 2017.

4. AI-51816 Presentation of sole responsible vendor, Catalina Lopez, dba, Elite Transportation, Inc., submitting the lowest and best bid [detailed in tabulation sheet contained herein & meeting specification and/or requirements] for the purpose of award and approval of contract for Request for Bids titled: Hidalgo County-"Dead Body Pickup and Transport Services" through project No.: 2015-281-10-07-SMA.

5. **AI-51827** Acceptance and approval of the Notice to Proceed document, pursuant to the current broker services contract between Hidalgo County and CBRE, Inc.

6. **AI-51942** A. Requesting exemption from competitive bidding requirements, under TxLGC, Chapter 262, Section .024 (a)(4), a professional service including approval of an Order [i.e. record/minutes of CC proceedings];
B. Authority to engage and approval of a short-term professional consulting services agreement [subject to legal review] with Jaime Solis to review, assess/analyze and report on each [of 7 products] company awarded for HC's Section 125, Cafeteria Plan company benefits offered and/or applicable Master Agreements along with legal counsel's review and approval as to form for each.
C. Determination by HCCC on the expiration date of this short-term engagement with specifics as to deliverables if applicable.

B. Pct. 1

1. **AI-51906** Acceptance and approval of the following Work Authorizations as submitted by LeFevre Engineering & Management Consulting, Inc. - Contract # C-15-309-09-15 for the provision of "Construction Materials Engineering and Testing Services" for:
a) Work Authorization No. 1 - Mile 5 1/2 West Road and Norene Drive Improvements Project in the amount of $13,044.75 thru assigned & submitted Requisition #286459.
b) Work Authorization No. 2 - Spanish Palms Subdivision Project in the amount of $7,770.25 thru assigned and submitted Requisition #286496.

C. Pct. 2

1. **AI-51964** Acceptance and approval of Work Authorization No. 3 (with an estimated cost of $9,955.28) as submitted by project engineer L&G Engineering for engineering services for Pct 2 Stewart & Doffin Road Rehabilitation Project located within Hidalgo County Precinct 2 through Contract No. C-15-097-03-17.

2. **AI-51936** A. Requesting exemption from competitive bidding requirements under TxLGC, Chapter 262, Section .024 (1)(2)(3) and approval of Order [i.e. entered into minutes/record of Commissioners Court proceedings];
B. Acceptance of a proposal and approval to award a contract [through PO] to the vendor submitting lowest and best bid [meeting all specifications and/or requirements] to _____ for an emergency road repair to Stewart & Doffin Road Rehabilitation Project

D. Pct. 3

1. **AI-51934** Acceptance and approval of Work Authorization No. 1 (with an estimated cost of $11,705.00) as submitted by project engineer, Javier Hinojosa Engineering for: "Paving Improvements for the Turning Lane along Abram Road at Agua SUD" within Hidalgo County Pct. No. 3 through Contract #C-15-225-09-15.

E. Pct. #4

1. **AI-51979** a. Requesting exemption from competitive bidding requirements under the Texas Local Government Code, Section 262.024 (A) (4) a professional surveying services.

b. Presentation of scoring grid (for the purpose of ranking by CC) of the firms graded and evaluated through the County's approved "pool" of professional surveying services for: (On Call) "Surveying Services" for projects located within Hidalgo County Precinct No. 4:

SURVEYING FIRMS

Firm	Aranda & Associates, Inc.	CVQ Land Surveyors	CDS Muery
Score by Evaluator 1	97	95	93
Ranking by CC			

c. Authority for the Purchasing Department to negotiate a professional services agreement for (On Call) "Surveying Services" for projects located within Hidalgo County Precinct No. 4, with the No. 1 ranked firm of: _____ for Surveying Services.

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

e. Presentation of the scoring grid (for the purposes of ranking by CC) the firms graded & evaluated through the County's approved "pool" of Engineering Firms for the provision of "professional engineering services" for (On Call) "Engineering Services" for projects located in Hidalgo County Precinct 4;

ENGINEERING FIRMS:

Firms	Dos Logistics, Inc.	Gonzalez, De La Garza & Associates, LLC	R.E. Garcia & Associates

Score by Evaluator 1	97	95	94
Ranking by CC			

f. Authority for the Purchasing Department to negotiate a professional engineering services agreement for (On Call) Engineering Services for projects located within Hidalgo County Precinct 4, with the No.1 ranked firm _____ for Engineering Services.

F. Health & Human Services Dept.

1. **AI-51817** Approval and acceptance of the final negotiated "Contract" [subject to compliance with all requirements] for [RFQ 2015-309-09-16-MEG] Chief Physican/Health Authority Services for Hidalgo County with the sole "qualified" respondent: Dr. Ivan G. Melendez, M.D.

G. WIC

1. **AI-51892** A. Recommendation by WIC and Purchasing for HCCC to reject the sole bid received for for Request for Bid titled: "Lease of Office Space - McAllen WIC" through project No.: 2015-261-10-07-HGO with approval of the modified specifications as WIC is requesting more square footage and usable space to address and accommodate needs and requirements;
B. Pursuant to current lease agreement between Julcar, LLC and Hidalgo County [for WIC Program], under Section 1.3 [Holdover], notice and action to occupy leased premises on the month to month provision so as to have no lapse in operating location while new procurement process is completed under the same rates, terms and conditions.

2. **AI-51698** Presentation of the sole responsible vendor (GBB Rentals, LTD) submitting the lowest and best bid [and met all specifications, and requirements] including the approval of contract for: “Hidalgo County WIC Program-Lease Office space-City of Donna” (RFB No.2015-267-09-23-SMA.)

H. Sheriff's Office

1. **AI-51920** A. Requesting approval to purchase eight (8) 2016 Chevrolet Tahoes for the Hidalgo County Sheriff's Office through the County's membership/participation with TASB BuyBoard Coop Program awarded vendor, Caldwell Country Chevrolet (Contract# 430-13; Exp. 11/30/16) for a combined total of $280,488.00 which includes delivery and a one-time order processing charge; the delivery time for these vehicles is approximately (2) two weeks from receipt of a purchase order.

B. Requesting approval to purchase all lighting accessories [through the County's membership/participation with TASB Buy Board Coop Program] from awarded vendor Fleet Safety (Contract# 432-13; Exp. 3/31/17).

2. AI-51911 Presentation for the purpose of award and approval of contract [subject to compliance with all requirements set forth by HC] of the sole responsible vendor, Dr. Gregorio Pina, PhD. submitting the lowest and best response/proposal [while meeting all qualifications and/or requirements as detailed in the documentation contained herein] for the Request for Proposal titled: "Psychological Evaluation Services for Detention, Patrol, & Communication Officers at the Hidalgo County Sheriff's Office", RFP No. 15-346-10-14-HGO.

I. County Clerk

1. AI-51771 Requesting approval to enter into an Interlocal Agreement with the Texas Department of State Health Services of Vital Statistics and Hidalgo County for issuance of Birth Certificates at **NO COST** to the County.

24. 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-51879 C-4792-15-B; Leticia Trevino-Garcia v Hidalgo County CSCD and Hidalgo County

D. AI-51968 EEOC Charge No. 451-2015-02811; Dora S. Maldonado v County

E. AI-51799 Claim(s) for Auto Loss with Jail Van on October 06, 2015:

1. Claim of Joel Casares and Debbie Casares
2. Claim of Bobby Casares
3. Claim of Fernando Reyna

F. AI-51805 Claim of Maria Davila

G. AI-51807 Claim of Joanna Garzez

H. **AI-51831** Claim of Yessica Sanchez

25. 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

26. **Open Session:**

A. Real Estate Acquisition and appropriation for same

B. Pending and/or potential litigation

C. **AI-51880** C-4792-15-B; Leticia Trevino-Garcia v Hidalgo County CSCD and Hidalgo County

D. **AI-51969** EEOC Charge No. 451-2015-02811; Dora S. Maldonado v County

E. **AI-51800** Claim(s) for Auto Loss with Jail Van on October 06, 2015:

1. Claim of Joel Casares and Debbie Casares
2. Claim of Bobby Casares
3. Claim of Fernando Reyna

F. **AI-51806** Claim of Maria Davila

G. **AI-51808** Claim of Joanna Garzez

H. **AI-51832** Claim of Yessica Sanchez

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

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

29. **Adjourn**

AI-51782 **County Judge's Office** **6. A.**

CC - REGULAR

Meeting Date: 10/27/2015

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

Department: COUNTY JUDGE

Information

CAPTION

Recognition of Precinct 2 Constable Martin Cantu for his role in rescuing a man from falling off the Queen Isabella Causeway.

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	10/15/2015 09:55 AM
Purchasing Department	Monica Badillo	10/23/2015 07:16 PM
Form Started By: Julia Sullivan		Started On: 10/14/2015 09:28 AM
Final Approval Date: 10/23/2015		

AI-51967 **County Judge's Office** **6. B.**

CC - REGULAR

Meeting Date: 10/27/2015

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

Department: COUNTY JUDGE

Information

CAPTION

Resolution in appreciation of Heals International Medical Missions (HIMM) for their work providing medical care to the poor

BACKGROUND

Fiscal Impact

Attachments

Resolution

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	10/23/2015 01:16 PM
Purchasing Department	Monica Badillo	10/23/2015 07:16 PM
Form Started By: Julia Sullivan		Started On: 10/23/2015 12:31 PM
Final Approval Date: 10/23/2015		

RESOLUTION IN APPRECIATION OF
HEALS INTERNATIONAL MEDICAL MISSIONS

WHEREAS, the Heals International Medical Missions (HIMM) staff made their first trip ever to La Guajira Rio Hacha, one of the poorest regions in Columbia, to bring the Wayuu Indigenous Tribes much-needed medical care eH, to ; and

WHEREAS, the HIMM organization is composed of volunteer medical and non-medical personnel who are equipped and ready to serve local and international communities as needed. The group includes a Neurosurgeon, OBGYN, General Surgeon, Ophthalmologist, Family Doctor, nurses, surgical technicians, and other health care professionals; and

WHEREAS, the members of HIMM volunteer their time and expertise, performing surgeries at no charge to the patients they serve. They have traveled all across the world, visiting war stricken countries and disaster areas; and

WHEREAS, the group of 20 provided care to nearly 800 Wayuu tribe members during their trip to Columbia, a majority of whom had never seen a doctor. After the visit from HIMM some of these patients were given the gift of sight; and

WHEREAS, HIMM is now looking towards the future, they plan to build a medical and surgical facility in Hidalgo County to provide medical care to those in need, without prejudice of socio or economic standing.

NOW, THEREFORE, BE IT RESOLVED that the Hidalgo County Commissioners Court hereby gratefully acknowledges the fine work of the Heals International Medical Missions for using their medical skills and time to help the less fortunate around the world.

Dated this 27th day of October 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-51973 **County Judge's Office** **6. C.**

CC - REGULAR

Meeting Date: 10/27/2015

Submitted For: Ramon Garcia, COUNTY JUDGE

Submitted By: Damaris San Miguel, BUDGET & MANAGEMENT

Department: COUNTY JUDGE

Information

CAPTION

Approval to waive the Hidalgo County Post-Retirement Employment Policy with regards to employee number 183776

BACKGROUND

Fiscal Impact

Attachments

POLICY

Form Review

Inbox	Reviewed By	Date
Damaris San Miguel (Originator)	Damaris San Miguel	10/23/2015 04:56 PM
Purchasing Department	Monica Badillo	10/23/2015 07:16 PM
Form Started By: Damaris San Miguel		Started On: 10/23/2015 01:27 PM
Final Approval Date: 10/23/2015		

TITLE: **POST-RETIREMENT EMPLOYMENT**

I. POLICY

Hidalgo County requires all of its employees to participate in the Texas County & District Retirement System. This policy applies to retirees who seek reemployment with Hidalgo County.

II. PROCEDURE

A. Hidalgo County can rehire retirees after a bona fide separation of employment without a suspension of their monthly annuity.

B. A bona fide separation means a separation that is not based on sham, collusion, or subterfuge, and without a promise, agreement or understanding between employer and employee that the person would be rehired after retirement.

C. A retiree who resumes employment with Hidalgo County must have had a break in service of at least three (3) full calendar months and must have a true and bona fide separation.

D. Any Hidalgo County department or office considering a retiree should first consult with the Human Resources Department. Human Resources, together with the County Treasurer, the County Auditor, and a representative from the Office of Budget & Management will make the appropriate recommendations to the Commissioners Court regarding retirees.

E. Any retiree who is rehired consistent with this policy will establish a new membership with TCDRS and will be considered to be a new member for the purposes of beneficiary determination and benefit selections.

Approved by: Commissioner's Court

Date: May 23, 2006

Norma G. Garcia
Hidalgo County Treasurer
100 E. Cano, 3rd Floor, Adm. Bldg.
Edinburg, TX 78539
Ph: 956-318-2508 Fax: 956-318-2507

Rehiring retirees and former employees

In order to avoid jeopardizing your plan's qualified, tax-deferred status, we strongly encourage you to carefully evaluate your human resource policies concerning rehiring retirees and former employees.

An in-service distribution is either a retirement benefit or an account withdrawal to an employee who is still actively employed with you. These kinds of distributions are impermissible under federal and state law. An in-service distribution invalidates the employee's retirement or withdrawal. If it is not corrected by the return of benefit payments or the withdrawn amount (by either the employee or the employer), then it could jeopardize your TCDRS retirement plan's qualified status. Losing your plan's qualified status could subject you and your employees to significant fees, penalties and additional taxes levied by the IRS.

Rehiring a retiree or former employee who has withdrawn his or her account is not an in-service distribution as long as the following two conditions are met:

1. **Bona fide separation in service:** There must be a true separation in service between the employer and the employee in which the employer/employee relationship is completely severed.
2. **One full calendar month separation in service:** Assuming a bona fide termination, the employee must be separated from employment for one full calendar month. For example, if an employee separates from employment on April 15, the earliest that person could be rehired with the same employer is June 1.

Keep in mind that a termination is not considered bona fide if there is an expectation, understanding or agreement that the termination is temporary or that the person will be rehired in the future. This applies even if the position that the employee will occupy:

- Is different from his or her current position
- Pays more or less than the current position
- Is in a different department
- Requires different hours (for example, going full time to part time, or vice versa)
- Is an independent contractor position that has the individual providing the same services they provided while an employee
- Is an elected position. Elected officials are considered employees of the county or district for purposes of participating in TCDRS.

These rules apply to employees rehired on a *pro re nata (PRN)* or "as needed" basis.

For more detailed guidance on developing hiring policies that prevent an in-service distribution, please contact your county attorney or district legal counsel. If you have additional questions, please feel free to contact TCDRS' legal staff at 800-823-7782.

AI-51982 **County Judge's Office** **6. D.**

CC - REGULAR

Meeting Date: 10/27/2015

Submitted By: Michael Leo, COUNTY JUDGE

Department: COUNTY JUDGE

Information

CAPTION

Presentation on the United Way of South Texas' Hidalgo County Campaign

BACKGROUND

No backup - presentation only.

Fiscal Impact

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	10/23/2015 04:36 PM
Purchasing Department	Monica Badillo	10/23/2015 07:16 PM
Form Started By: Michael Leo		Started On: 10/23/2015 04:06 PM
Final Approval Date: 10/23/2015		

AI-51591 **Constables** **7. A.**

CC - REGULAR

Meeting Date: 10/27/2015

Submitted For: Larry Gallardo, CONSTABLE PCT. #3

Submitted By: Raquel Ramos, CONSTABLE PCT. #3

Department: CONSTABLE PCT. #3

Information

CAPTION

Constable Pct. 3 STOP Truancy (1285)

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

BACKGROUND

Fiscal Impact

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

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

BUDGETARY IMPACT:

Please reference AI 49833 CC 06/02/15

50% funding provided by school districts:
La Joya ISD - $30,741.87
Mission CISD - $35,834.48
Sharyland ISD - $32,608.47

Total - $99,184.82

5-1285-391-01-000-100-6-000 Transfers In-General Fund $88,537.00
AI-51960 (CC 10/27/15) $5,226.64
AI-51963 (CC 10/27/15) $5,421.18
50% Cash Match provided by County - Total $99,184.82

Revenue Accts.:
5-1285-337-00-293-001-6-000 Mission CISD
5-1285-337-00-293-002-6-000 La Joya ISD
5-1285-337-00-293-003-6-000 Sharyland ISD

County calendar/fiscal year: 2015
Interlocal calendar/fiscal year: 2016

Grant period 9/1/15 to 8/31/16
(2015-2016 School Year)

Attachments

LA JOYA ISD INTERLOCAL
MISSION CISD INTERLOCAL
SHARYLAND ISD INTERLOCAL
Salaries Worksheet
Appropriation
COR

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	10/13/2015 04:44 PM
Purchasing Department	Monica Badillo	10/23/2015 07:16 PM
Form Started By: Raquel Ramos		Started On: 09/29/2015 09:27 AM
Final Approval Date: 10/23/2015		

STATE OF TEXAS §
§
COUNTY OF HIDALGO §

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

THIS Agreement is made on this the 02nd day of June, 2015, by and between **LA JOYA INDEPENDENT SCHOOL DISTRICT**, hereinafter referred to as "District", and the **COUNTY OF HIDALGO, TEXAS**, hereinafter referred to as "County", pursuant to the provisions of the Texas Interlocal Cooperation Act, as follows:

WITNESSETH:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

breach of the same or any other provision hereof.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

LA JOYA INDEPENDENT SCHOOL DISTRICT

Johnn V. Alaniz, President, Board of Trustees

ATTEST:

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

HIDALGO COUNTY

Ramon Garcia, County Judge

ATTEST:

Arturo Guajardo. Jr., County Clerk

APPROVED BY COMMISSIONERS' COURT ON: 6/2/15

APPROVED AS TO FORM:

ATLAS & HALL, L.L.P.

BY: _____
Stephen L. Crain

STATE OF TEXAS §
§
COUNTY OF HIDALGO §

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

THIS Agreement is made on this the 02nd day of June, 2015, by and between **MISSION CONSOLIDATED INDEPENDENT SCHOOL DISTRICT**, hereinafter referred to as "District", and the **COUNTY OF HIDALGO, TEXAS**, hereinafter referred to as "County", pursuant to the provisions of the Texas Interlocal Cooperation Act, as follows:

WITNESSETH:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

If to District:	Mission Consolidated Independent School District Attention: Dr. Ricardo López, Superintendent 1201 Bryce Drive Mission, Texas 78572
If to County:	Hidalgo County, Texas Attention: Ramon Garcia, County Judge PO Box 1356 Edinburg, Texas 78540-1356
With Copy to:	Hidalgo County Constable Precinct No. 3 Attention: Constable Lazaro Gallardo, Jr. 730 N. Breyfogle, Suite B Mission, Texas 78574

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

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

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

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

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

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

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

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

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

MISSION CONSOLIDATED INDEPENDENT SCHOOL DISTRICT

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

ATTEST:

J.C. Avila, Secretary, Board of Trustees

HIDALGO COUNTY

Ramon Garcia, County Judge

APPROVED BY COMMISSIONERS' COURT ON: 6/2/15

ATTEST:

Arturo Guajardo, Jr., County Clerk

APPROVED AS TO FORM:

ATLAS & HALL, L.L.P.

BY: _____
Stephen L. Crain

STATE OF TEXAS §
§
COUNTY OF HIDALGO §

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

THIS Agreement is made on this the 02nd day of June, 2015, by and between **SHARYLAND INDEPENDENT SCHOOL DISTRICT**, hereinafter referred to as "District", and the **COUNTY OF HIDALGO, TEXAS**, hereinafter referred to as "County", pursuant to the provisions of the Texas Interlocal Cooperation Act, as follows:

WITNESSETH:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

breach of the same or any other provision hereof.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

SHARYLAND INDEPENDENT SCHOOL DISTRICT

Ricky Longoria President, Board of Trustees

ATTEST:

Julio Cerda Secretary, Board of Trustees

HIDALGO COUNTY

Ramon Garcia, County Judge

APPROVED BY COMMISSIONERS' COURT ON: 6/2/15

ATTEST:

Arturo Guajardo, Jr., County Clerk

APPROVED AS TO FORM:

ATLAS & HALL, L.L.P.

BY: _____
Stephen L. Crain

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

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

DATE: October 20, 2015

DEPARTMENT HEAD: Constable Lazaro Gallardo , Jr.

DEPARTMENT NAME: Hidalgo County Constable Pct. 3 STOP Truancy

ACCOUNT NUMBER: 5-1285-421-00-293-005-6-XXX

Contact Person: Raquel Ramos Ph#: 956-205-7031

2015
Appropriation

AI 51591

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
5-1285-421-00-293-005-6- 113	STOP Truancy-	Reg F/T Employees	141,808.66
5-1285-421-00-293-005-6- 115	STOP Truancy-	Longevity Pay	1,440.00
5-1285-421-00-293-005-6- 117	STOP Truancy-	Supplemental Pay	4,200.00
5-1285-421-00-293-005-6- 211	STOP Truancy-	Health Insurance	18,264.00
5-1285-421-00-293-005-6- 212	STOP Truancy-	Life Insurance	112.68
5-1285-421-00-293-005-6- 220	STOP Truancy-	FICA	11,316.54
5-1285-421-00-293-005-6- 230	STOP Truancy-	Retirement	15,724.82
5-1285-421-00-293-005-6- 250	STOP Truancy-	Unemployment Comp	887.57
5-1285-421-00-293-005-6- 260	STOP Truancy-	Workers Comp	4,615.37
	Total Appropriations		198,369.64
5-1285-337-00-293-001-6- 000	STOP-	Mission ISD Revenues	35,834.48
5-1285-337-00-293-002-6- 000	STOP-	La Joya ISD Revenues	30,741.87
5-1285-337-00-293-003-6- 000	STOP-	Sharyland ISD Revenues	32,608.47
5-1285-391-01-000-100-6- 000	Transfers In-	General Fund (DO NOT POST)	99,184.82
5-1100-491-01-000-285-6- 891	Transfers Out-	Grants Lvl 5 (DO NOT POST)	99,184.82
	Total Revenue		198,369.64
		TOTAL BUDGET INCREASE (DECREASE)	198,369.64

REASON: Appropriation of funds for the Constable Pct. 3 STOP Truancy Program for FY 2016. Grant period is from 9-1-15 to 8-31-16. Total county cash match is $99,184.82.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

/ /
DATE

ATTEST COUNTY CLERK

COUNTY of HIDALGO



EDINBURG, TEXAS 78539

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

October 23, 2015

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

RE: Certification of Revenue

Dear Judge and Commissioners:

Pursuant to Local Government Code § 111.0707 SPECIAL BUDGET FOR REVENUE FROM INTERGOVERNMENTAL CONTRACTS:

> The county auditor shall certify to the commissioners court the receipt of all revenue from intergovernmental contracts that is available for disbursement in a fiscal year but not included in the budget for the fiscal year. On certification, the court shall adopt a special budget for the limited purpose of spending the revenue for its intended purpose.

I, Ray Eufracio, County Auditor of Hidalgo County, certify to the Hidalgo County Commissioners Court the following amount as match from the Sharyland Independent School District for the Project S.T.O.P. These funds may now be made available by creating a new special budget or amending a current budget for its intended purposes.

AMOUNT	PURPOSE
$32,608.47	Project S.T.O.P. (Stop Truancy FY16 on Patrol)

CERTIFIED BY:

Raymundo Eufracio, CPA
Hidalgo County Auditor

10/26/15
Date

HIDALGO COUNTY DISTRICT JUDGES

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

COUNTY of HIDALGO



EDINBURG, TEXAS 78539

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> The county auditor shall certify to the commissioners court the receipt of all revenue from intergovernmental contracts that is available for disbursement in a fiscal year but not included in the budget for the fiscal year. On certification, the court shall adopt a special budget for the limited purpose of spending the revenue for its intended purpose.

I, Ray Eufracio, County Auditor of Hidalgo County, certify to the Hidalgo County Commissioners Court the following amount as match from the Mission Consolidated Independent School District for the Project S.T.O.P. These funds may now be made available by creating a new special budget or amending a current budget for its intended purposes.

AMOUNT	PURPOSE
$35,834.48	Project S.T.O.P. (Stop Truancy FY16 on Patrol)

CERTIFIED BY:

Raymundo Eufracio, CPA
Hidalgo County Auditor

10/26/15
Date

HIDALGO COUNTY DISTRICT JUDGES

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

COUNTY of HIDALGO



EDINBURG, TEXAS 78539

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October 23, 2015

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

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> The county auditor shall certify to the commissioners court the receipt of all revenue from intergovernmental contracts that is available for disbursement in a fiscal year but not included in the budget for the fiscal year. On certification, the court shall adopt a special budget for the limited purpose of spending the revenue for its intended purpose.

I, Ray Eufracio, County Auditor of Hidalgo County, certify to the Hidalgo County Commissioners Court the following amount as match from the La Joya Independent School District for the Project S.T.O.P. These funds may now be made available by creating a new special budget or amending a current budget for its intended purposes.

AMOUNT	PURPOSE
$30,741.87	Project S.T.O.P. (Stop Truancy FY16 on Patrol)

CERTIFIED BY:

Raymundo Eufracio, CPA
Hidalgo County Auditor

10/26/15
Date

HIDALGO COUNTY DISTRICT JUDGES

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

AI-51591 **Constables** 7. A.

CC - REGULAR

Meeting Date: 10/27/2015

Submitted For: Larry Gallardo, CONSTABLE PCT. #3

Submitted By: Raquel Ramos, CONSTABLE PCT. #3

Department: CONSTABLE PCT. #3

Information

CAPTION

Constable Pct. 3 STOP Truancy (1285)

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

BACKGROUND

Fiscal Impact

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

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

BUDGETARY IMPACT:

Please reference AI 49833 CC 06/02/15

50% funding provided by school districts:
La Joya ISD - $30,741.87
Mission CISD - $35,834.48
Sharyland ISD - $32,608.47

Total - $99,184.82

5-1285-391-01-000-100-6-000 Transfers In-General Fund $88,537.00
AI-51960 (CC 10/27/15) $5,226.64
AI-51963 (CC 10/27/15) $5,421.18
50% Cash Match provided by County - Total $99,184.82

Revenue Accts.:
5-1285-337-00-293-001-6-000 Mission CISD
5-1285-337-00-293-002-6-000 La Joya ISD
5-1285-337-00-293-003-6-000 Sharyland ISD

County calendar/fiscal year: 2015
Interlocal calendar/fiscal year: 2016

Grant period 9/1/15 to 8/31/16
(2015-2016 School Year)

Attachments

LA JOYA ISD INTERLOCAL
MISSION CISD INTERLOCAL
SHARYLAND ISD INTERLOCAL
Salaries Worksheet
Appropriation

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	10/13/2015 04:44 PM
Auditor's Office		
Purchasing Department		
Form Started By: Raquel Ramos		Started On: 09/29/2015 09:27 AM

Hector Sandoval

From: Raquel Ramos [raquel.ramos@co.hidalgo.tx.us]
Sent: Friday, October 09, 2015 4:26 PM
To: Hector Sandoval
Cc: Patricia Y. Ramos
Subject: FY15 Project STOP COR

Good afternoon Hector,

I need a certification of revenues for the county's part and the cash match for Project STOP for the 2015 and 2016 school year. Commissioner's Court approved the renewal of entering into the interlocal agreements with the Mission, La Joya and Sharyland school districts on 06-02-15. I created Agenda Item 51591 for the certifications, appropriations and the setting of the salaries. If you have any questions, please feel free to contact me. Thank you in advance for your attention in this matter.

Raquel V. Ramos
Administrative Assistant IV
Hidalgo County Constable Pct. 3 Dept.
Ph: 956-581-6800
Fax: 956-519-4245
raquel.ramos@co.hidalgo.tx.us

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

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

DATE: October 20, 2015

DEPARTMENT HEAD: Constable Lazaro Gallardo , Jr.

DEPARTMENT NAME: Hidalgo County Constable Pct. 3 STOP Truancy

ACCOUNT NUMBER: 5-1285-421-00-293-005-6-XXX

Contact Person Raquel Ramos Ph#: 956-205-7031

2015
Appropriation

AI 51591

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
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5-1285-421-00-293-005-6- 117	STOP Truancy-	Supplemental Pay	4,200.00
5-1285-421-00-293-005-6- 211	STOP Truancy-	Health Insurance	18,264.00
5-1285-421-00-293-005-6- 212	STOP Truancy-	Life Insurance	112.68
5-1285-421-00-293-005-6- 220	STOP Truancy-	FICA	11,316.54
5-1285-421-00-293-005-6- 230	STOP Truancy-	Retirement	15,724.82
5-1285-421-00-293-005-6- 250	STOP Truancy-	Unemployment Comp	887.57
5-1285-421-00-293-005-6- 260	STOP Truancy-	Workers Comp	4,615.37
	Total Appropriations		**198,369.64**
5-1285-337-00-293-001-6- 000	STOP-	Mission ISD Revenues	35,834.48
5-1285-337-00-293-002-6- 000	STOP-	La Joya ISD Revenues	30,741.87
5-1285-337-00-293-003-6- 000	STOP-	Sharyland ISD Revenues	32,608.47
5-1285-391-01-000-100-6- 000	Transfers In-	General Fund **(DO NOT POST)**	99,184.82
5-1100-491-01-000-285-6- 891	Transfers Out-	Grants Lvl 5 **(DO NOT POST)**	99,184.82
	Total Revenue		**198,369.64**
		TOTAL BUDGET INCREASE (DECREASE)	**198,369.64**

REASON: Appropriation of funds for the Constable Pct. 3 STOP Truancy Program for FY 2016. Grant period is from 9-1-15 to 8-31-16. **Total county cash match is $99,184.82.**

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

__/__/__
DATE

ATTEST COUNTY CLERK

STATE OF TEXAS §
§
COUNTY OF HIDALGO §

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

THIS Agreement is made on this the 02nd day of June, 2015, by and between **MISSION CONSOLIDATED INDEPENDENT SCHOOL DISTRICT**, hereinafter referred to as "District", and the **COUNTY OF HIDALGO, TEXAS**, hereinafter referred to as "County", pursuant to the provisions of the Texas Interlocal Cooperation Act, as follows:

WITNESSETH:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

MISSION CONSOLIDATED INDEPENDENT SCHOOL DISTRICT

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

ATTEST:

J.C. Avila, Secretary, Board of Trustees

HIDALGO COUNTY

Ramon Garcia, County Judge

APPROVED BY COMMISSIONERS' COURT ON: 6/2/15

ATTEST:

Arturo Guajardo, Jr., County Clerk

APPROVED AS TO FORM:

ATLAS & HALL, L.L.P.

BY: _____
Stephen L. Crain

STATE OF TEXAS §
§
COUNTY OF HIDALGO §

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

THIS Agreement is made on this the 02nd day of June, 2015, by and between **LA JOYA INDEPENDENT SCHOOL DISTRICT**, hereinafter referred to as "District", and the **COUNTY OF HIDALGO, TEXAS**, hereinafter referred to as "County", pursuant to the provisions of the Texas Interlocal Cooperation Act, as follows:

WITNESSETH:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

breach of the same or any other provision hereof.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

LA JOYA INDEPENDENT SCHOOL DISTRICT

Johnn V. Alaniz, President, Board of Trustees

ATTEST:

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

HIDALGO COUNTY

Ramon Garcia, County Judge

ATTEST:

Arturo Guajardo. Jr., County Clerk

APPROVED BY COMMISSIONERS' COURT ON: 6/2/15

APPROVED AS TO FORM:

ATLAS & HALL, L.L.P.

BY:
Stephen L. Crain

STATE OF TEXAS §
§
COUNTY OF HIDALGO §

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

THIS Agreement is made on this the 02nd day of June, 2015, by and between **SHARYLAND INDEPENDENT SCHOOL DISTRICT**, hereinafter referred to as "District", and the **COUNTY OF HIDALGO, TEXAS**, hereinafter referred to as "County", pursuant to the provisions of the Texas Interlocal Cooperation Act, as follows:

WITNESSETH:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

breach of the same or any other provision hereof.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

SHARYLAND INDEPENDENT SCHOOL DISTRICT

Ricky Longoria President, Board of Trustees

ATTEST:

Julio Cerda Secretary, Board of Trustees

HIDALGO COUNTY

Ramon Garcia

Ramon Garcia, County Judge

ATTEST:

Arturo Guajardo, Jr., County Clerk

APPROVED BY COMMISSIONERS' COURT ON: 6/2/15

APPROVED AS TO FORM:

ATLAS & HALL, L.L.P.

BY: _____
Stephen L. Crain

AI-51960 **Budget and Management** **24. C. 1.**

CC - REGULAR

Meeting Date: 10/27/2015

Submitted By: Debbie Tamez, BUDGET & MANAGEMENT

Department: BUDGET & MANAGEMENT

Information

CAPTION

Transfers In-General Fund (1285)
Approval of 2015 interfund transfer from Transfers In- General Fund and Transfers Out-Grants Lvl 5 Fiscal Year 5 into Fiscal Year 6 to fund the total local match required to appropriate funds for the STOP Truancy grant, CC 10/27/15 (AI-51591), in the total amount of $5,226.64.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2015 **ACCT. #:** 5-1XXX-X91-01-000-XXX-X-XXX

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

BUDGETARY IMPACT:

Funds available as of 10/23/15.

Attachments

Interfund Transfer

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	10/23/2015 01:10 PM
Auditor's Office		
Purchasing Department		
Form Started By: Debbie Tamez		Started On: 10/23/2015 10:56 AM

DATE: October 27, 2015

DEPARTMENT HEAD: Sergio Cruz, Budget Officer

DEPARTMENT NAME: Department of Budget & Management for Grants Lvl 5 (STOP Truancy Const. Pct. 3)

2015
Interfund Transfer
AI-51960

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:				
5-1285-391-01-000-100-5-	000	Transfers In-	General Fund	(5,226.64)
5-1100-491-01-000-285-5-	891	Transfers Out-	Grants Lvl 5	(5,226.64)
TO:				
5-1285-391-01-000-100-6-	000	Transfers In-	General Fund	5,226.64
5-1100-491-01-000-285-6-	891	Transfers Out-	Grants Lvl 5	5,226.64
			TOTAL BUDGET INCREASE (DECREASE)	**0.00**

REASON: To fund the total local match required for AI-51591, CC 10/27/15, to appropriate funds for the STOP Truancy Grant (2015-2016 School Year).

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT / / **DATE** **ATTEST COUNTY CLERK**

AI-51963 **Budget and Management 10. C.**

CC CONSENT

Meeting Date: 10/27/2015

Submitted By: Debbie Tamez, BUDGET & MANAGEMENT

Department: BUDGET & MANAGEMENT

Information

CAPTION

Transfers In-Gen Fund (1285):
Approval of 2015 interfund transfer from Co Wide Adm-Contingency to Transfers In-General Fund (1285) in the amount of $5,421.18 to fund the total local match required to appropriate funds for the STOP Truancy Grant, CC 10/27/15 (AI-51591), in the total amount of $5,421.18.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2015 **ACCT. #:** 5-1100-415-00-115-002-0-899

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

BUDGETARY IMPACT:

Funds availabl as of 10/23/15.

Attachments

Interfund Transfer

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	10/23/2015 01:11 PM
Auditor's Office		
Purchasing Department		
Form Started By: Debbie Tamez		Started On: 10/23/2015 11:13 AM

DATE: October 27, 2015

DEPARTMENT HEAD: Sergio Cruz, Budget Officer

DEPARTMENT NAME: Department of Budget & Management for Grants Lvl 5 (STOP Truancy Const. Pct. 3)

2015
Interfund Transfer
AI-51963

ACCOUNT NUMBER: 5-1XXX-XXX-0X-XXX-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:				
5-1100-415-00-115-002-0-	899	Co Wide Adm-	Contingency	(5,421.18)
5-1100-491-01-000-285-6-	891	Transfers Out-	Grants Lvl 5	5,421.18
TO:				
5-1285-391-01-000-100-6-	000	Transfers In-	General Fund	5,421.18
		TOTAL BUDGET INCREASE (DECREASE)		(5,421.18)

REASON: Interfund transfer to fund the total local cash match required for AI--51591, CC 10/27/15, to appropriate funds for the STOP Truancy Grant (2015-2016 School Year).

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

__/__/__
DATE

ATTEST COUNTY CLERK

AI-51855 **Sheriff's Office** **8. A.**

CC - REGULAR

Meeting Date: 10/27/2015

Submitted For: Gabriel Castaneda, SHERIFF DEPT.

Submitted By: Emilia Uriegas, SHERIFF DEPT.

Department: SHERIFF DEPT.

Information

CAPTION

1. Approval of Certification of Revenues as certified by the County Auditor for $1,500 donation from OXY USA, Inc.
2. Approval of budget appropriation for $1,500 in the Sheriff's Office Budget.

BACKGROUND

Donation from OXY USA, Inc. was accepted by CC on 10/13/15 (AI#51713, Item 8D).

Fiscal Impact

FISCAL YEAR: 2015 **ACCT. #:** 5-1100-421-00-280-001-0-583

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

BUDGETARY IMPACT:

Transfer monies accepted as donation (County Treasurer's Receipt No. 191520) to Account No. 5-1100-421-00-280-001-0-583

Revenue Acct: 5-1100-364-00-000-000-0-000 GEN FUND-CONTRIBUTIONS & DONATIONS

Attachments

BUDGET.APPROPRIATION

COR

Form Review

Inbox	Reviewed By	Date
Emilia Uriegas (Originator)	Emilia Uriegas	10/16/2015 02:32 PM
Budget & Management	Veronica Ortiz	10/16/2015 02:58 PM
Purchasing Department	Monica Badillo	10/23/2015 07:16 PM
Form Started By: Emilia Uriegas		Started On: 10/16/2015 12:48 PM
Final Approval Date: 10/23/2015		

DATE: October 16, 2015
DEPARTMENT HEAD: J. E. "Eddie" Guerra
DEPARTMENT NAME: Sheriff
ACCOUNT NUMBER: 5-1100-421-00-280-001-0-583

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 ACCOUNT NUMBER(S)	ACCOUNT OBJECT NAME	AMOUNT
APPROPRIATIONS		
5-1100-421-00-280-001-0-583	Travel Out of County	1,500.00
REVENUES		
5-1100-364-00-000-000-0-000	General Fund--Contributions and Donations	1,500.00

TOTAL APPROPRIATIONS 1,500.00

REASON: **To appropriate amount of donation from OXY USA, Inc. (County Treasurer's Receipt No. 191520)**

Emilia Ursiegs
DEPARTMENT HEAD SIGNATURE

10/16/15
DATE

APPROVED COMMISSIONERS' COUR

ATTEST COUNTY CLERK

COUNTY of HIDALGO



EDINBURG, TEXAS 78539

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

October 26, 2015

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

RE: Certification of Revenue

Dear Judge and Commissioners:

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

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

I, Ray Eufracio, County Auditor of Hidalgo County, certify to the Hidalgo County Commissioners Court the revenue received from a donation from OXY USA, Inc., in the amount of $1,500.00. These funds may now be made available by creating a new special budget or amending a current budget for its intended purposes.

CERTIFIED BY:

Raymundo Eufracio, CPA
Hidalgo County Auditor

10/27/15
Date

HIDALGO COUNTY DISTRICT JUDGES

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

AI-51855 **Sheriff's Office 8. A.**

CC - REGULAR

Meeting Date: 10/27/2015

Submitted For: Gabriel Castaneda, SHERIFF DEPT.

Submitted By: Emilia Uriegas, SHERIFF DEPT.

Department: SHERIFF DEPT.

Information

CAPTION

1. Approval of Certification of Revenues as certified by the County Auditor for $1,500 donation from OXY USA, Inc.
2. Approval of budget appropriation for $1,500 in the Sheriff's Office Budget.

BACKGROUND

Donation from OXY USA, Inc. was accepted by CC on 10/13/15 (AI#51713, Item 8D).

Fiscal Impact

FISCAL YEAR: 2015 **ACCT. #:** 5-1100-421-00-280-001-0-583

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

BUDGETARY IMPACT:

Transfer monies accepted as donation (County Treasurer's Receipt No. 191520) to Account No. 5-1100-421-00-280-001-0-583

Revenue Acct: 5-1100-364-00-000-000-0-000 GEN FUND-CONTRIBUTIONS & DONATIONS

Attachments

BUDGET.APPROPRIATION

Form Review

Inbox	Reviewed By	Date
Emilia Uriegas (Originator)	Emilia Uriegas	10/16/2015 02:32 PM
Budget & Management	Veronica Ortiz	10/16/2015 02:58 PM
Purchasing Department	Monica Badillo	10/23/2015 07:16 PM
Form Started By: Emilia Uriegas		Started On: 10/16/2015 12:48 PM
Final Approval Date: 10/23/2015		

Nereyda Gonzalez

From: Linda Fong [linda.fong@auditor.co.hidalgo.tx.us]
Sent: Friday, October 16, 2015 1:40 PM
To: Nereyda Gonzalez
Cc: Marcela Luna
Subject: FW: Certification of Revenues
Attachments: OXY2015.pdf

Please review this request and prepare the certification.

Thanks.

From: Emilia Uriegas [mailto:emilia.uriegas@hidalgoso.org]
Sent: Friday, October 16, 2015 12:49 PM
To: 'Ray Eufracio'; 'Linda Fong'
Subject: Certification of Revenues

Mr. Eufracio:

I am requesting the issuance of certification of revenues for the amount of $1,500.00 regarding a donation from OXY USA, Inc.

See supporting documentation attached.

Emilia Uriegas

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

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

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

Receipt No: 191520

Received From: OXY USA, INC. SHERIFF'S DEPT. Date 10/15/15

1	10009530	DONATION - EMERGENCY RESPONSE	5-1100-364-00-000-000-0-000	1,500.00

Total: **1,500.00**

Check Total	1,500.00
Cash Total	.00
Credit Total	.00
Other Total	.00

PAYMENT DOCUMENT

Oxy USA Inc
P O Box 594
Addison, TX 75001

HIDALGO COUNTY
SHERIFF DEPT
711 EL CIBOLO RD
EDINBURG, TX 78541

DATE	CHECK NO.
05-Oct-15	10009530

15056

DATE	INVOICE CREDIT MEMO	DESCRIPTION	PO NUMBER	COMPANY CODE	DISCOUNT	NET
01-Sep-15 EMERGENCY	15056151500 RESPONSE			029677		1,500.00
THE ATTACHED CHECK IS IN PAYMENT FOR ITEMS DESCRIBED ABOVE			TOTAL >			$1,500.00

Oxy USA Inc
P O Box 594
Addison, TX 75001

JPMorgan Chase Bank, N.A.
Syracuse, NY

50-937
213

CHECK NO.
10009530

EXACTLY *One thousand five hundred and 00/100 Dollars*

DATE
05-Oct-15

US DOLLARS

CHECK AMOUNT
******$1,500.00

PAY TO THE ORDER OF:

HIDALGO COUNTY
SHERIFF DEPT
711 EL CIBOLO RD
EDINBURG, TX 78541

AUTHORIZED SIGNATURE

MP

⑈0010009530⑈ ⑆021309379⑆ 630145720050 9⑈

DATE: October 16, 2015
DEPARTMENT HEAD: J. E. "Eddie" Guerra
DEPARTMENT NAME: Sheriff
ACCOUNT NUMBER: 5-1100-421-00-280-001-0-583

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 ACCOUNT NUMBER(S)	ACCOUNT OBJECT NAME	AMOUNT
APPROPRIATIONS		
5-1100-421-00-280-001-0-583	Travel Out of County	1,500.00
REVENUES		
5-1100-364-00-000-000-0-000	General Fund--Contributions and Donations	1,500.00

TOTAL APPROPRIATIONS 1,500.00

REASON: **To appropriate amount of donation from OXY USA, Inc. (County Treasurer's Receipt No. 191520)**

Emilia Urieza
DEPARTMENT HEAD SIGNATURE

10/16/15
DATE

.PPROVED COMMISSIONERS' COUR

ATTEST COUNTY CLERK

AI-51713 **Sheriff's Office 8. D.**

CC - REGULAR

Meeting Date: 10/13/2015

Submitted For: Gabriel Castaneda, SHERIFF DEPT.

Submitted By: Emilia Uriegas, SHERIFF DEPT.

Department: SHERIFF DEPT.

Information

CAPTION

Approval to accept a donation from OXY USA, Inc. in the amount of $1,500.00

BACKGROUND

Fiscal Impact

FISCAL YEAR: **ACCT. #:**

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

BUDGETARY IMPACT:

To accept donation. Will seek approval to appropriate at a later date.

Attachments

DONATION

Form Review

Inbox	Reviewed By	Date
Emilia Uriegas (Originator)	Emilia Uriegas	10/07/2015 04:35 PM
Budget & Management	Debbie Tamez	10/07/2015 04:36 PM
Purchasing Department	Monica Badillo	10/09/2015 04:41 PM
Form Started By: Emilia Uriegas		Started On: 10/07/2015 03:52 PM
Final Approval Date: 10/09/2015		

PAYMENT DOCUMENT

Oxy USA Inc
P O Box 594
Addison, TX 75001

HIDALGO COUNTY
SHERIFF DEPT
711 EL CIBOLO RD
EDINBURG, TX 78541

DATE	CHECK NO.
05-Oct-15	10009530

15056

DATE	INVOICE CREDIT MEMO	DESCRIPTION	PO NUMBER	COMPANY CODE	DISCOUNT	NET
01-Sep-15 EMERGENCY	15056151500 RESPONSE			029577		1,500.00
THE ATTACHED CHECK IS IN PAYMENT FOR ITEMS DESCRIBED ABOVE			TOTAL >			$1,500.00

Oxy USA Inc
P O Box 594
Addison, TX 75001

JPMorgan Chase Bank, N.A.
Syracuse, NY

50-937
213

CHECK NO.
10009530

EXACTLY *One thousand five hundred and 00/100 Dollars*

DATE
05-Oct-15 US DOLLARS

CHECK AMOUNT
******$1,500.00

PAY TO THE ORDER OF

HIDALGO COUNTY
SHERIFF DEPT
711 EL CIBOLO RD
EDINBURG, TX 78541

AUTHORIZED SIGNATURE

MP

⑈0010009530⑈ ⑆021309379⑆ 630145720050 9⑈

1015-11581337

OXY USA INC

Corporate Accounting Services
5 Greenway Plaza, 8th Floor
Houston, Texas 77046

To: HIDALGO COUNTY 10/5/15

From: Maria M. Vineyard

Subject: Substantiation and Disclosure of Charitable Contributions

Please complete the following form to confirm that you have received our donation and return by 10/20/15.

Occidental Petroleum Corporation
Attn: Maria M. Vineyard
5 Greenway Plaza, 8th Floor
Houston, Texas 77046

Telephone: 713-599-4161
Fax: 713-513-6607
E-mail: maria_vineyard@oxy.com

I hereby certify that a donation in the amount of $_____ on _____
(Amount) (Date)

was received by HIDALGO COUNTY Tax ID # _____

Fair market value of goods and services provided by your organization (event tickets, dinner, tournament

Fees, advertising, etc.) $_____

Is this donation being used for lobbying or political activity _____ _____ Please Check One
Yes No

If yes, please indicate the portion of the donation. $_____

Internal Revenue Tax Exemption Code _____ _____ _____ Please Check One
501(C)(3) 170(C) None

If your organization is tax exempted within the above codes and is a new donee this year, please attach your IRS exempt status form.

_____ _____
Authorized Signature Title Phone Number

_____
Print Full Name Address

_____
City State Zip

AI-51883 **Executive Office** **9. A.**

CC - REGULAR

Meeting Date: 10/27/2015

Submitted By: Monica Badillo, EXECUTIVE OFFICE

Department: EXECUTIVE OFFICE

Information

CAPTION

Appointment of Representative to the Urban Counties Policy Committee

BACKGROUND

Current representative is Commissioner Joseph Palacios, and is requesting to be re-appointed.

Fiscal Impact

Attachments

letter

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	10/21/2015 02:47 PM
Purchasing Department	Monica Badillo	10/23/2015 07:16 PM
Form Started By: Monica Badillo		Started On: 10/19/2015 04:30 PM
Final Approval Date: 10/23/2015		

TEXAS *Conference of*
Urban Counties

RECEIVED
OCT 19 2015
COUNTY JUDGE

Chairman
Commissioner
Bobbie Mitchell
Denton County

Chair Elect
Judge
Veronica Escobar
El Paso County

Immediate Past Chair
Commissioner
Eddie Arnold
Jefferson County

Vice-Chairmen
Comm. Tim Brown
Bell County
Judge Ed Emmett
Harris County
Comm. Fred Nardini
San Patricio County
Judge Glen Whitley
Tarrant County
Judge Dan Gattis
Williamson County
Comm. Kevin Burns
Wise County

Executive Director
Donald Lee

Member Counties
Bell ~ Bexar
Brazoria ~ Brazos
Cameron ~ Chambers
Collin ~ Comal
Dallas ~ Denton
Ector ~ El Paso
Fort Bend ~ Galveston
Grayson ~ Gregg
Guadalupe ~ Harris
Hays ~ Hidalgo
Jefferson ~ Johnson
Kaufman ~ Lubbock
McLennan ~ Midland
Montgomery ~ Nueces
Potter ~ Randall
Rockwall ~ San Patricio
Smith ~ Tarrant
Travis ~ Webb
Williamson ~ Wise

500 West 13th Street
Austin, TX 78701

Phone: 512.476.6174
Fax: 512.476.5122

www.cuc.org

October 14, 2015

Hidalgo County Commissioners Court
c/o Honorable Ramon Garcia, County Judge
P.O. Box 1356
Edinburg, Texas 78540

Re: **Hidalgo County Appointment of a Representative to the Urban Counties Policy Committee**

Dear Judge Garcia:

The Texas Conference of Urban Counties respectfully requests that the Hidalgo County Commissioners Court appoint one of its members to serve on the Urban Counties Policy Committee for the 2016-2017 term.

County Commissioner Joe Palacios currently serves as Hidalgo County's representative on the Policy Committee.

The Bylaws of the Urban Counties provide that each member county with a population of more than 400,000 has individual representation on the Policy Committee.

The Policy Committee is responsible for developing and adopting all legislative positions of the association. Meetings are held each quarter during the interim and monthly or as called during the legislative session.

Please forward to us a copy of the minute order or resolution making your appointment to the Policy Committee. If you need assistance or would like sample language, please contact Michael Vasquez or Windy Johnson at 512/476-6174.

As the Urban Counties Vice-Chairman of Policy, Harris County Judge Ed Emmitt currently serves as Chairman of the Policy Committee.

Thank you for your continued support and participation in the Urban Counties. Please contact me if I may be of additional assistance on this or any other matter.

Sincerely,

Donald Lee
Executive Director

cc: Hidalgo County Commissioners

AI-51974 **Human Resources** **10. A.**

CC - REGULAR

Meeting Date: 10/27/2015

Submitted For: Raul Silguero, HUMAN RESOURCES

Submitted By: Damaris San Miguel, BUDGET & MANAGEMENT

Department: HUMAN RESOURCES

Information

CAPTION

Approval to waive the year 2016 contribution/donation of sick leave hours to the Sick Leave Pool for currently enrolled participants due to current balance. Employees not currently enrolled and who wish to enroll must contribute sick leave hours as per the Sick Leave Policy.

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
Damaris San Miguel	Damaris San Miguel	10/23/2015 04:56 PM
Purchasing Department	Monica Badillo	10/23/2015 07:16 PM

Form Started By: Damaris San Miguel Started On: 10/23/2015 02:08 PM

Final Approval Date: 10/23/2015

AI-51821 **Human Resources** **10. B.**

CC - REGULAR

Meeting Date: 10/27/2015

Submitted For: Esther Cortez, HUMAN RESOURCES

Submitted By: Diana Munoz, HUMAN RESOURCES

Department: HUMAN RESOURCES

Information

CAPTION

Tax Office (1100):
1. Discussion, consideration, and approval of the following personnel action, effective next full pay period of 11/02/2015:

Action	Dept/Program	Slot #	Position Title	Budgeted Salary	Proposed Position Title
Title Change	140-001	0019	Deputy Clerk III	$40,347.00	Executive Assistant II

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

BACKGROUND

Fiscal Impact

FISCAL YEAR: **ACCT. #:**

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

BUDGETARY IMPACT:

No budgetary impact, title change only.

Attachments

PAR JOB DESC

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	10/15/2015 03:37 PM
Purchasing Department	Monica Badillo	10/23/2015 07:16 PM
Form Started By: Diana Munoz		Started On: 10/14/2015 02:40 PM
Final Approval Date: 10/23/2015		

HIDALGO COUNTY
Personnel Adjustment Request Form

RECEIVED
OCT - 9 2015
HUMAN RESOURCES

DEPARTMENT NAME/NUMBER: Tax Office / 140 **DATE:** 10/08/15

CURRENT POSITION TITLE: DEPUTY CLERK III **CURRENT SLOT. #:** 019

REQUESTED POSITION TITLE: EXECUTIVE ASSISTANT 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: $ $40,347.00 (Current Budgeted Salary) $ $40,347.00 (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 NO BUDGETARY IMPACT

POSITION Type:

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

Full Time Temporary Object 121 ☐ Part Time Temporary Object 122 ☐ $ _____ Enter hourly rate for temp. positions

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

TEMPORARY POSITIONS:

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

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

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

Title is being updated in order to keep same standard as other Tax Office Substations County wide. The job duties will remain the same.

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)

No change in duties.

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

No change in duties.

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

HUMAN RESOURCES: Classification and Salary Recommendation

No budget impact

BUDGET & MANAGEMENT: Classification and Salary Recommendation

No budget impact

1.	DEPARTMENT HEAD	10-8-15 DATE	FUNDING AVAILABLE IN DEPT. BUDGET	☑ YES	☐ NO
2.	HUMAN RESOURCES DIRECTOR	10/14/2015 DATE	PERSONNEL PROCEDURES COMPLETED	☑ YES	☐ NO
3.	DEPARTMENT OF BUDGET & MANAGEMENT	10/16/2015 DATE	BUDGET PROCEDURES COMPLETED	☑ YES	☐ NO
4.	COMMISSIONERS COURT APPROVAL	DATE			

HIDALGO COUNTY TAX OFFICE

EXECUTIVE ASSISTANT II

GENERAL DESCRIPTION

Performs highly advanced (senior-level) professional assistance work for an executive; Work involves coordinating or overseeing high level administrative operations of the County or department. May plan, assign, and/or supervise the work of others; Works under minimal supervision with extensive latitude for the use of initiative and independent judgment.

EXAMPLES OF WORK PERFORMED

Provides administrative and technical assistance to a County executive

Plans, prepares, or oversees the preparation of periodic and special reports

Interprets policies and procedures and makes administrative decisions

Develops administrative procedures, standards, and methods

Oversees the preparation of manuals and publications

Oversees the review and evaluation of work content for the purpose of developing effective administrative practices and formulating policies that may contribute to the improvement of public services provided by the County

Coordinates work with other governmental agencies and private organizations

Advises the County's executive on administrative matters within the department or county

May assist the executive with general human resource management actions

May assist in budget preparation

May plan, assign, and/or supervise the work of others

May plan and coordinate special and administrative assignments and programs

Performs related work as assigned

GENERAL QUALIFICATION GUIDELINES

Experience and Education

Three (3) years related experience

Graduation from an accredited four-year college or university with major course work in business administration or a related field

Two (2) years of experience may be substituted for one (1) year of education

Knowledge, Skills, and Abilities

Knowledge of accepted business practices and procedures involved in providing services and of applicable rules, regulations, and policies, as well as related legislative and legal practices and procedures

Ability to communicate effectively, and to handle high level administrative issues, to assign and/or supervise the work of others

Ability to analyze and solve work related problems

PHYSICAL DEMANDS:

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

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

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

WORK ENVIRONMENT:

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

The noise level in the work environment is usually moderate.

SAFETY REQUIREMENTS:

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

- sitting for extended periods of time
- operating assigned equipment

Maintain mental capacity which permits:

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

Effectively handle a work environment and conditions which involve:

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

Maintain effective audio-visual discrimination and perception needed for:

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

AI-51822 **Human Resources** **10. C.**

CC - REGULAR

Meeting Date: 10/27/2015

Submitted For: Esther Cortez, HUMAN RESOURCES

Submitted By: Diana Munoz, HUMAN RESOURCES

Department: HUMAN RESOURCES

Information

CAPTION

DA Criminal (1100) / DA Investigation (1223):
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, 11/02/2015:

Action	Dept/ Program	Slot #	Position Title	Budgeted Salary	Proposed Position Title	Proposed Budgeted Salary	Net Change
Reclassification	080-002	0068	Administrative Asst III	$32,113.00	Administrative Asst I	$32,000.00	($113.00)
	080-007	0041		$6,246.00		$0.00	($6,246.00)
Delete	080-002	0082	Administrative Asst I	$22,303.00	-	$0.00	($22,303.00)
	080-007	0086		$1,697.00		$0.00	($1,697.00)
Create	080-002	0121	-	$0.00	Administrative Asst I	$22,416.00	$22,416.00
	080-007	0139				$7,584.00	$7,584.00

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

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2015 **ACCT. #:** 5-1100-412-00-080-002-0-XXX

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

BUDGETARY IMPACT:

No budgetary impact.

FISCAL YEAR: 2015 **ACCT. #:** 5-1223-412-00-080-007-0-XXX

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

BUDGETARY IMPACT:

Cost Savings.

Attachments

PAR FORMS JOB DESC

Fiscal Note

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	10/15/2015 03:38 PM
Purchasing Department	Monica Badillo	10/23/2015 07:16 PM
Form Started By: Diana Munoz		Started On: 10/14/2015 02:46 PM
Final Approval Date: 10/23/2015		

HIDALGO COUNTY
Personnel Adjustment Request Form

RECEIVED
OCT - 6 2015
HUMAN RESOURCES

DEPARTMENT NAME/NUMBER: CRIMINAL DISTRICT ATTORNEY (080-002)
DA INVESTIGATION HB65 (080-007)

DATE: 10/5/2015

CURRENT POSITION TITLE: ADMINISTRATIVE ASSISTANT III

CURRENT SLOT #: 0068 (080-002)
0041 (080-007)

REQUESTED POSITION TITLE: ADMINISTRATIVE ASSISTANT I

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: (080-002)

$ 32,113.00	$ 32,000.00	$ (113.00)
Current Budgeted Salary	Proposed Budgeted Salary	Net Change

Salary Amount: (080-007)

$ 6,246.00	$ 0.00	$ (6,246.00)
Current Budgeted Salary	Proposed Budgeted Salary	Net Change

Position to be funded from one of the following:

[X] Current Department Budget [ ] Annual Budget Cycle [ ] Will Require Additional Funds

[ ] Other _____

POSITION Type:

Full Time Employee Object 113 [X] Part Time Employee Object 114 [ ] _____ Enter hourly rate for temp. positions

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

TEMPORARY POSITIONS: N/A

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

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

FLSA:
Exempt [ ]
Non-Exempt [X]

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

UPON ANALYZING THE POSITIONS OF THE DEPARTMENT, THE DA HAS IDENTIFIED VARIOUS POSITIONS IN WHICH THE SALARY IS NOT COMPARABLE WITH OTHER ADMINSTRATIVE ASSISTANT I POSITIONS WITHIN THE OFFICE. THIS SALARY DECREASE IS NECESSARY TO

FOR THE CREATION OF A NEW ADMINISTRATIVE ASSISTANT I POSITION AND HAVE PARITY BETWEEN MOST POSITIONS.

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	10/5/15 Date	FUNDING AVAILABLE IN DEPT. BUDGET	X	YES	NO
2.	HUMAN RESOURCES DIRECTOR	10/14/2015 Date	PERSONNEL PROCEDURES COMPLETED	✓	YES	NO
3.	DEPARTMENT OF BUDGET & MANAGEMENT	10/16/2015 Date	BUDGET PROCEDURES COMPLETED	✓	YES	NO
4.	COMMISSIONERS' COURT APPROVAL	Date				

HIDALGO COUNTY
Personnel Adjustment Request Form

RECEIVED
OCT - 6 2015
HUMAN RESOURCES

DEPARTMENT NAME/NUMBER: CRIMINAL DISTRICT ATTORNEY (080-002)
DA INVESTIGATION HB65 (080-007)

DATE: 10/5/2015

CURRENT POSITION TITLE: ADMINISTRATIVE ASSISTANT I

CURRENT SLOT #: 0082 (080-002)
0086 (080-007)

REQUESTED POSITION TITLE: N/A

REQUEST FOR:

☐ New Position ☐ Temporary Position ☐ Position Reclassification* ☒ Other DELETION OF POSITION

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

POSITION SALARY REQUEST:

Salary Amount: (080-002)

$ 22,303.00	$ 0.00	$ (22,303.00)
Current Budgeted Salary	Proposed Budgeted Salary	Net Change

Salary Amount: (080-007)

$ 1,697.00	$ 0.00	$ (1,697.00)
Current Budgeted Salary	Proposed Budgeted Salary	Net Change

Position to be funded from one of the following:

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

☐ Other _____

POSITION Type:

Full Time Employee Object 113 ☒ Part Time Employee Object 114 ☐ _____ Enter hourly rate for temp. positions

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

TEMPORARY POSITIONS: N/A

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

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

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

DELETE POSITION TO CREATE AN ADMINISTRATIVE ASSISTANT I POSITION WITH A SALARY THAT IS COMPARABLE WITH THE SALARIES OF OTHER ADMINISTRATIVE ASSISTANT I POSITIONS.

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	10/5/15 Date	FUNDING AVAILABLE IN DEPT. BUDGET	X	YES		NO
2. HUMAN RESOURCES DIRECTOR	10/14/2015 Date	PERSONNEL PROCEDURES COMPLETED	✓	YES		NO
3. DEPARTMENT OF BUDGET & MANAGEMENT	10/16/2015 Date	BUDGET PROCEDURES COMPLETED	✓	YES		NO
4. COMMISSIONERS' COURT APPROVAL	Date					

HIDALGO COUNTY
Personnel Adjustment Request Form

RECEIVED
OCT - 6 2015
HUMAN RESOURCES

DEPARTMENT NAME/NUMBER: CRIMINAL DISTRICT ATTORNEY (080-002)
DA INVESTIGATION HB65 (080-007)

DATE: 10/5/2015

CURRENT POSITION TITLE: N/A

CURRENT SLOT #: 121 ~~0120~~ (080-002)
0139 (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	$ 22,416.00	$ 22,416.00
Current Budgeted Salary	Proposed Budgeted Salary	Net Change

Salary Amount: (080-007)

$ 0.00	$ 7,584.00	$ 7,584.00
Current Budgeted Salary	Proposed Budgeted Salary	Net Change

Position to be funded from one of the following:

[X] Current Department Budget [ ] Annual Budget Cycle [ ] Will Require Additional Funds

[ ] Other _____

POSITION Type:

Full Time Employee Object 113 [X] Part Time Employee Object 114 [ ] _____ Enter hourly rate for temp. positions

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

TEMPORARY POSITIONS: N/A

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

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

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

UPON ANALYZING THE POSITIONS OF THE DEPARTMENT, THE DA HAS IDENTIFIED VARIOUS POSITIONS IN WHICH THE SALARY IS NOT COMPARABLE WITH OTHER ADMINSTRATIVE ASSISTANT I POSITIONS.

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	10/5/15 Date	FUNDING AVAILABLE IN DEPT. BUDGET	X	YES		NO
2. HUMAN RESOURCES DIRECTOR	10/14/2015 Date	PERSONNEL PROCEDURES COMPLETED	✓	YES		NO
3. DEPARTMENT OF BUDGET & MANAGEMENT	10/16/2015 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
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: Wednesday, October 21, 2015 Agenda Item: 51822

Summary of request/proposal:
CRIM DA (1100) -
Approval of the following personnel actions, effective date of 11/02/15:

Fund	Position	Slot #	Obj	Current Budgeted Salary Allowance	Proposed Budgeted Salary/ Allowance	Total Requested
1100	Administrative Asst. I	0068	113	32,113.00	32,000.00	(113.00)
1100	Administrative Asst. I	0082	113	22,303.00	0.00	(22,303.00)
1100	Administrative Asst. I	0121	113	0.00	22,416.00	22,416.00
				54,416.00	54,416.00	0.00

Budgetary Impact:

INCREASE/DECREASE ACCOUNT NUMBER		ACCOUNT (OBJECT) NAME		AMOUNT
5-1100-412-00-080-002-0-	113	CRIM DA-	REG F/T EMPLOYEES	$0.00
5-1100-412-00-080-002-0-	211	CRIM DA-	HEALTH INSURANCE	$0.00
5-1100-412-00-080-002-0-	212	CRIM DA-	LIFE INSURANCE	$0.00
5-1100-412-00-080-002-0-	220	CRIM DA-	FICA	$0.00
5-1100-412-00-080-002-0-	230	CRIM DA-	RETIREMENT	$0.00
5-1100-412-00-080-002-0-	250	CRIM DA-	UNEMPLOYMENT COMP	$0.00
5-1100-412-00-080-002-0-	260	CRIM DA-	WORKER'S COMP	$0.00
			2015 Budgetary Impact	$0.00

2016 Budgetary Impact: $0.00

Possible Funding Sources: No budgetary impact

Comments:

Hidalgo Co. Budget Office
2/3/2005

HIDALGO COUNTY
Department of Budget & Management
FISCAL NOTE

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

To: Commissioner' Court
From: Sergio Cruz, Budget Officer
CC Date: Wednesday, October 21, 2015 Agenda Item: 51822

Summary of request/proposal:
DA Investigation HB65 (1223) -
Approval of the following personnel actions, effective date of 11/02/15:

Fund	Position	Slot #	Obj	Current Budgeted Salary Allowance	Proposed Budgeted Salary/ Allowance	Total Requested
1223	Administrative Asst. I	0041	113	6,246.00	0.00	(6,246.00)
1223	Administrative Asst. I	0086	113	1,697.00	0.00	(1,697.00)
1223	Administrative Asst. I	0139	113	0.00	7,584.00	7,584.00
				7,943.00	7,584.00	(359.00)

Budgetary Impact:

INCREASE/DECREASE ACCOUNT NUMBER		ACCOUNT (OBJECT) NAME		AMOUNT
5-1223-412-00-080-007-0-	113	DA INVESTIGATION HB65-	REG F/T EMPLOYEES	($60.52)
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	($4.63)
5-1223-412-00-080-007-0-	230	DA INVESTIGATION HB65-	RETIREMENT	($6.43)
5-1223-412-00-080-007-0-	250	DA INVESTIGATION HB65-	UNEMPLOYMENT COMP	($0.36)
5-1223-412-00-080-007-0-	260	DA INVESTIGATION HB65-	WORKER'S COMP	($0.07)
			2015 Budgetary Impact	($72.01)

2016 Budgetary Impact: ($426.91)

Possible Funding Sources: Cost Savings

Comments:

Hidalgo Co. Budget Office
2/3/2005

AI-51824 **HIDTA - Task Force** **11. A.**

CC - REGULAR

Meeting Date: 10/27/2015

Submitted By: Nelda Olivarez, HIDTA

Department: HIDTA

Information

CAPTION

1. Approval of FY2016 Overtime program agreement (Investigation Number SW-TXS-1005) between the Organized Crime Drug Enforcement Task Forces Agreement (OCDTF) and the Hidalgo County HIDTA Task Force in the amount of $17,548.00, for funding period 10/01/2015-09/30/2016.
2. Signature Approval for Ricardo Rodriguez, Hidalgo County Criminal District Attorney to sign agreement, as required by OCDTF.
3. Authorization to pay Overtime reimbursable under the grant terms and conditions.
4. Approval of Certification of Revenues in the amount of $17,548.00 as certified by the County Auditor for the OCDETF agreement.
5. Approval of appropriation of funds in the amount of $17,548.00.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2016 **ACCT. #:** 5-1291-421-00-270-019-6-131

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

BUDGETARY IMPACT:

Appropriation of funds in the amount of $17,548.00.

Revenue Acct: 5-1291-331-11-270-019-6-000

FISCAL YEAR: **ACCT. #:**

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

BUDGETARY IMPACT:

Expenses relating to fringe benefits for the overtime hours are to be charged to the HIDTA US Justice E-Sharing Budget (Account #: 5-1254-412-00-270-014-0-XXX).

Attachments

revised agree
appropriation
COR

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	10/23/2015 03:51 PM
Purchasing Department	Monica Badillo	10/23/2015 07:16 PM
Form Started By: Nelda Olivarez		Started On: 10/14/2015 03:21 PM
Final Approval Date: 10/23/2015		

ORGANIZED CRIME DRUG ENFORCEMENT TASK FORCES
Agreement
FOR THE USE OF THE STATE AND LOCAL OVERTIME AND AUTHORIZED EXPENSE/STRATEGIC INITIATIVE PROGRAM

Federal Tax Identification #: 74-6000717 DC#: P-32-
CFDA #: 16.111

Amount Requested:
$ 17,548.00

Number of Officers Listed: 1

OCDETF Investigation / Strategic Initiative Number: SW-TXS-1005

Federal Agency Investigation Number: M5-15-0050

From: October 1, 2015
Beginning Date of Agreement
To: September 30, 2016
Ending Date of Agreement

State or Local Agency Name and Address:
Hidalgo County HIDTA Task Force
P.O. Box 5719
McAllen, TX 78502-5719

State or Local Agency Narcotics Supervisor: Commander Jose Delgado
Telephone Number: (956) 381-0444
E-mail Address: jdelgado@hidtataskforce.us
Fax # (if applicable): (956) 381-8722

Sponsoring Federal Agency Group/Squad Supervisor: GS Bernard Bolf
Telephone Number: 956-992-8418
E-mail Address: bernard.d.bolf@usdoj.gov

Sponsoring Federal Agency(ies):
Drug Enforcement Administration

Please provide the name, telephone number, e-mail address, and fax number for the administrative or financial staff person at the State or Local Agency, who is directly responsible for the billing on the Reimbursement Request:

Name: Nelda Olivarez
Telephone Number: (956) 381-0444
E-mail Address: nolivarez@hidtataskforce.us
Fax # (if applicable): (956) 381-8722

This Agreement is between the above named State or Local Law Enforcement Agency and the Organized Crime Drug Enforcement Task Forces (OCDETF) Program. This Agreement shall be effective when signed by an authorized State or Local Agency official, the sponsoring Federal Agency Special Agent-In-Charge, the sponsoring Agency Regional OCDETF Coordinator, the Assistant United States Attorney Regional OCDETF Director, and the OCDETF Executive Office.

1. It is agreed that the State or Local Law Enforcement officers named on this Agreement will assist in OCDETF Investigations, Strategic Initiatives and prosecutions as set forth in the Organized Crime Drug Enforcement Task Forces State and Local Overtime and Authorized Expense/Strategic Initiative Programs, Policies and Procedures Manual, Fiscal Year 2015.

2. No individual Agreement with a State or Local department may exceed $25,000, and the cumulative amount of OCDETF State and Local overtime monies that may be expended on a single OCDETF Investigation or Strategic Initiative in a single fiscal year may not exceed $50,000 without express prior approval from the OCDETF Executive Office. The OCDETF Executive Office will entertain requests to exceed these funding levels in particular cases. Please submit a written request including justification approved by the AUSA Regional Director to the OCDETF Budget Officer/Deputy Budget Officer when seeking to exceed the above stated funding levels.

3. Each Reimbursable Agreement will be allowed no more than six (6) modifications per year. In addition, if the funds for a particular Agreement are completely deobligated with the intention of closing that Agreement, it will not count as a modification for purposes of this policy. These amendments must be transmitted by a memorandum approved and signed by the AUSA Regional OCDETF Director or designee for the region and sent to the OCDETF Executive Office.

4. If an Agreement does not have any activity during the last ninety (90) days, the funds shall automatically be deobligated. The OCDETF Executive Office will assist with the monitoring of the aging Agreements. Further, if a State or Local Agency indicates that it is no longer performing work under a particular Agreement, the State and Local Overtime and Authorized Expense/Strategic Initiative Programs, Policies and Procedures Manual requires that a modification memorandum identifying the amount to be deobligated be submitted to the OCDETF Executive Office as soon as possible after determining that no work is being performed.

5. The State and Local Law Enforcement Agency must provide billing estimates or activity on a quarterly basis.

6. The State or Local Law Enforcement Agency agrees to provide experienced drug Law Enforcement officers who are identified in this Agreement to work on the specified OCDETF Investigation or Strategic Initiative. Any change in Law Enforcement officers assigned must be agreed to by all approving officials.

7. Officers who are not deputized shall possess no Law Enforcement authority other than that conferred by virtue of their position as a commissioned officer of their parent Agency.

8. Officers who are deputized may possess Federal Law Enforcement authority as specified by the Agency affording the deputation.

9. Any State or Local officers assigned to an OCDETF Investigation or Strategic Initiative in accordance with this Agreement are not considered Federal employees and do not take on the benefits of Federal employment by virtue of their participation in the Investigation or Strategic Initiative.

10. OCDETF and the sponsoring Federal Law Enforcement Agency(ies) for the approved OCDETF Investigation or Strategic Initiative will provide to the assigned State/Local officers the clerical, operational and administrative support that is mutually agreed to by the parties in this Agreement.

11. Officers assigned to OCDETF Investigations or Strategic Initiatives should work full-time on the Investigation(s) or Strategic Initiative(s) in order to be paid overtime. In order to satisfy the "full-time" requirement, a Law Enforcement officer should work forty (40) hours per week or eight (8) hours per day on a single or multiple OCDETF Investigation(s) or Strategic Initiative(s). Any established exceptions or waivers to this definition shall be requested by the Regional Coordination Group and attached as Addendum A to the Agreement. [The parent State or Local Agency must pay the base salary of its officers. In the event officers must work overtime on an OCDETF Investigation or Strategic Initiative, the OCDETF Program will reimburse the parent State or Local Law Enforcement Agency for a limited amount of those overtime costs.] The Agency is responsible for paying its Law Enforcement officer(s) for their overtime, travel and per diem expenses. To ensure proper and complete utilization of OCDETF overtime and expense allocations, reimbursement claims must be submitted monthly on the OCDETF Reimbursement Request Form. The OCDETF Executive Office may refuse payment on any reimbursement request that is not submitted to the OCDETF Regional Coordination Group within thirty (30) days of the close of the month in which the overtime was worked.

12. It is the responsibility of the State & Local Agency to retain and have available for inspection sufficient supporting documentation for all regular hours and overtime hours worked towards a specific OCDETF case. Officers' timesheets must reflect work towards a specific OCDETF case and must be reviewed and signed by an authorized State & Local official.

13. Analysis of reimbursement claims by the Regional Coordination Group may result in a modification of the obligation of funds contained within this Agreement as well as the time period covered. The Agency affected by any such modification will receive a memo notifying them of the changes.

14. Overtime payments, including all other non-OCDETF Federal sources (such as Safe Streets, HIDTA, IRS, ICE, FEMA, etc.) may not, on an annual per person basis, exceed 25% of the current approved Federal salary rate in effect at the time the overtime is performed. The State or Local Agency is responsible for ensuring that this annual payment is not exceeded. The Executive Assistant/OCDETF Program Specialist will monitor these payments via MIS and communicate to the Federal Agency Regional OCDETF Coordinators who provide status updates to any officer approaching the threshold.

15. The overtime log must be attached to the reimbursement request when submitting the monthly invoices. The Sponsoring Federal Agency Supervisory Special Agent and the State or Local official authorized to approve the Reimbursement Request must certify that only authorized expenses are claimed, the regular hours requirement is satisfied, and that overtime has not exceeded 25% of the current Federal salary rate in effect at the time the overtime was worked.

16. Under no circumstances will the State or Local Agency charge any indirect costs for the administration or implementation of this Agreement.

17. The State or Local Agency shall maintain complete and accurate records and accounts of all obligations and expenditures of funds under this Agreement for a period of six (6) years and in accordance with generally accepted accounting principles to facilitate inspection and auditing of such records and accounts.

18. The State or Local Agency shall permit examination and auditing by representatives of the OCDETF Program, the sponsoring Federal Agency(ies), the U.S. Department of Justice, the Comptroller General of the United States, and/or any of their duly-authorized agents and representatives, of any and all records, documents, accounts, invoices, receipts, or expenditures relating to this Agreement. Failure to provide proper documentation will limit State or Local Law Enforcement Agencies from receiving OCDETF funding in the future.

19. The State or Local Agency will comply with Title VI of the Civil Rights Act of 1964 and all requirements applicable to OCDETF Agreements pursuant to the regulations of the Department of Justice (see, e.g., 28 C.F.R. Part 42, Subparts C and G; 28 C.F.R. 50.3 (1991)) relating to discrimination on the grounds of race, color, sex, age, national origin or handicap.

20. This Agreement may be terminated by any of the parties by written notice to the other parties ten (10) business days prior to termination. Billing for outstanding obligations shall be received by OCDETF within thirty (30) days of the notice of termination.

21. The Debt Collection Improvement Act of 1996 requires that most payments made by the Federal government, including vendor payments, must be made by electronic funds transfer (EFT). In accordance with the act, all OCDETF reimbursement payments will be issued via EFT. All participating State and Local Agencies must complete and submit the attached EFT form. The OCDETF Executive Office must receive one EFT form from each participating Agency or police department prior to processing their reimbursement payments. In certain circumstances the OCDETF Executive Office may make exceptions for Agencies that are unable to accept this form of payment, however, such Agencies must include written justification in the addendum of each new Agreement.

22. All changes made to the original Agreement must be approved by the OCDETF Executive Office and initialed by the Executive Assistant/OCDETF Program Specialist of the Regional Coordination Group making the revision. The AUSA Regional OCDETF Director or designee must initial all funding changes.

23. The Regional Coordination Group is responsible for identifying and implementing any additional policy requirements, as needed, for its specific region. Those regional policies will be documented in the Addendum B and attached to the approved Agreement. The Agencies are agreeing to adhere to these additional requirements and must have written approval by the Regional Coordination Group for any exceptions to the regional policies.

This Agreement is not a contract or obligation to commit Federal funds in the maximum amounts projected. Funding allocations for the time period set forth and agreed to herein represent projections only and are based upon consultation between the sponsoring Federal Agency and the State or Local Law Enforcement Agency. They are, therefore, subject to modification by OCDETF based upon the progress and needs of the OCDETF Investigation or Strategic Initiative. Additionally, resources are contingent upon the availability of funds per the approval and signature of the OCDETF Executive Office obligating authority. The OCDETF Executive Office will approve and certify that all the terms and conditions of the Agreement have been met.

Each Agreement must be approved and signed by a State or Local Law Enforcement Agency official who has supervisory authority over, and is authorized to assign, the participating Law Enforcement officers to the OCDETF Investigation or Strategic Initiative.

Approved By: RicardoRodriguez,Criminal District Attorney
Authorized State or Local Official *Title* *Date*

Approved By: _____
Sponsoring Federal Agency Special Agent in Charge or Designee *Date*

Approved By: _____
Sponsoring Agency Regional OCDETF Coordinator *Date*

Approved By: _____
Assistant United States Attorney Regional OCDETF Director *Date*

Funds are encumbered for the State/Local Agency overtime costs and authorized expense/Strategic Initiative Programs specified above. **Subject to availability of funds.**

Funds Certified: _____
OCDETF Executive Office *Date*

Approving Official: _____
OCDETF Executive Office *Date*

ORGANIZED CRIME DRUG ENFORCEMENT TASK FORCES

STATE OR LOCAL LAW ENFORCEMENT OFFICERS ASSIGNED TO PARTICIPATE IN THE STATE AND LOCAL OVERTIME AND AUTHORIZED EXPENSE/STRATEGIC INITIATIVE PROGRAMS

State or Local Agency: Hidalgo County HIDTA Task Force

OCDETF Investigation / Strategic Initiative Number: SW-TXS-1005

The Law Enforcement officers listed below will assist with the above identified OCDETF Investigation or Strategic Initiative. Any modification of the list of Law Enforcement officers must be agreed to in writing by all of the parties to this Agreement, made a part of the Agreement, and forwarded to the OCDETF Executive Office.

	NAME	TITLE/RANK	DOB
1.	Genovevo Martinez	Criminal Investigator III	11/30/66
2.			
3.			
4.			
5.			
6.			
7.			
8.			
9.			
10.			

Addendum A

Definition of "Full-Time Participation" Exemption

Any Other Exceptions or Justifications

Addendum B

Identification of Additional Policy Requirements

ACH VENDOR/MISCELLANEOUS PAYMENT ENROLLMENT FORM

PAYEE/COMPANY INFORMATION (State & Local Agency name and address must match Agreement cover sheet)

Name:	Hidalgo County HIDTA Task Force
Address:	2810 SB 281
	Edinburg, TX 78539
Taxpayer ID Number:	74-6000717
Contact Person Name:	Norma Garcia Telephone Number: (956) 318-2506

FINANCIAL INSTITUTION INFORMATION

Bank Name:	
Nine-Digit ABA Routing Transit Number:	
Depositor Account Number:	
Type of Account: (checking/savings)	Checking

Please return with the Reimbursable Agreement

The Debt Collection Improvement Act of 1996 requires that most payments made by the Federal government, including vendor payments, must be made by electronic funds transfer (EFT). A benefit of receiving payments by EFT is that your funds are directly deposited to your account at a financial institution and are available to you on the date of payment.

If you have any question regarding the delivery of remittance information, please contact the financial institution (bank) where your account is held.

If you have any question on the completion of this form, please contact the OCDETF State and Local EFT Coordinator at 202-514-1860

To inquire about a bill please contact: https://www.ipp.gov/

ORGANIZED CRIME DRUG ENFORCEMENT TASK FORCES
NOTIFICATION OF CHANGE IN LAW ENFORCEMENT OFFICERS

State or Local Agency: _____

OCDETF Investigation / Strategic Initiative #: _____ DC#: P - 32 _____

Current Total Number of Officers: _____

Revised Total Number of Officers: _____

Effective Date of Change: _____

Sponsoring Federal Agency Coordinator Approval: _____

AUSA Regional OCDETF Director or Designee Approval: _____

The Law Enforcement officers listed below are added to the above identified OCDETF Investigation or Strategic Initiative. Any modifications must be approved by the sponsoring Federal Agency Coordinator and AUSA Regional OCDETF Director or designee and forwarded to the OCDETF Executive Office.

	NAME	TITLE/RANK	DOB	ADD/DELETE
1.				
2.				
3.				
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7.				
8.				
9.				
10.				

U.S. Department of Justice

Executive Office of the Organized Crime Drug Enforcement Task Forces *Washington, D.C. 20530*

September 1, 2015

MEMORANDUM

To: OCDETF AUSA Regional Coordinators
OCDETF Agency Coordinators
OCDETF Program Specialists/Executive Assistants

From: Bruce G. Ohr
Director
Organized Crime Drug Enforcement Task Forces

Subject: Change to the OCDETF State and Local Overtime Rate for State and Local Law Enforcement Officers

The Executive Office of OCDETF has updated the overtime rate for state and local law enforcement officers. Effective October 1, 2015, the maximum amount of overtime a state and local law enforcement officer can earn in fiscal year 2016 is **$17,548.00**, which is 25% of the 2015 salary of a GS 12, Step 1 ($70,192.00). This cap is in accordance with changes made to federal pay rates in fiscal year 2015 and **will not** be modified during fiscal year 2016, even if other pay adjustments are provided to federal employees on or after January 1, 2016.

Please note that reimbursement for state or local task force salary expenses with monies from the Department of Justice Assets Forfeiture Fund are available for state or local officer overtime salary expenses and shall not include any costs for benefits, such as retirement, FICA, or other expenses.

Regional Coordination Groups are responsible for monitoring and enforcing this cap, which is a cumulative cap of all overtime paid by federal sources and reported on overtime logs.

Thank you in advance for your compliance. If you have any questions regarding the overtime cap, please contact OCDETF Executive Officer Peter Maxey at 202-514-1860.

cc: Washington Agency Representatives Group
OCDETF Lead Task Force Attorneys

DATE: October 22, 2015

DEPARTMENT HEAD: Ricardo Rodriguez, Criminal District Attorney

DEPARTMENT NAME: HIDTA Task Force / OCDETF OVERTIME FY2015

ACCOUNT NUMBER: Expenditure - 1291-421-00-270-019-6-131

SUBJECT: Budget Amendments (Increases) in Accordance with V.A.C.S., Articles 689a-11,1666a and 1666b

Honorable Commissioner's Court of Hidalgo County:

I would like to request the following amendments (increases) to my departmental budget in accordance with V.A.C.S., Pursuant to Article 689a-11, 1666a, 1666b:

INCREASE OBJECT NUMBER(S)		ACCOUNT (OBJECT) NAME		INCREASE (DECREASE)
5-1291-421-00-270-019-6-	131	OVERTIME	$	17,548.00
		TOTAL APPROPRIATIONS	**$**	**17,548.00**
5-1291-331-11-270-019-6-	000	**Organized Crime Drug Enforcement Task Force (OCDETF)**	**$**	**17,548.00**
		TOTAL REVENUES	**$**	**17,548.00**

Reason: To appropriate budget for the overtime hours for investigator assigned to OCDETF investigation number SW-TXS-1005

Funding period is October 1, 2015 to September 30, 2016.

Note: Expenses relating to fringe benefits for the overtime hours are to be charge to the HIDTA US Justice E-Sharing Budget (Account#5-1254-412-00-270-014-0-xxx)

APPROVED BY COMMISSIONER'S COURT

___/___/___ DATE

DEPARTMENT HEAD SIGNATURE

ATTEST BY COUNTY CLERK

COUNTY of HIDALGO



EDINBURG, TEXAS 78539

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

October 23, 2015

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

RE: Certification of Revenue

Dear Judge and Commissioners:

Pursuant to Local Government Code § 111.0706 SPECIAL BUDGET FOR GRANT OR AID MONEY:

> The county auditor shall certify to the commissioners court the receipt of all public or private grant or aid money that is available for disbursement in a fiscal year but not included in the budget for that fiscal year. On certification, the court shall adopt a special budget for the limited purpose of spending the grant or aid money for its intended purpose.

I, Ray Eufracio, County Auditor of Hidalgo County, certify to the Hidalgo County Commissioners Court the receipt of an award from the Executive Office of the President - Office of National Drug Control Policy. These funds may now be made available by creating a new special budget or amending a current budget for its intended purposes.

AMOUNT	PURPOSE
$17,548.00	Award No. SW-TXS-1005 OCDETF Investigation/Strategic Initiative Organized Crime Drug Enforcement Task Force (OCDETF) Program

CERTIFIED BY:

Raymundo Eufracio, CPA
Hidalgo County Auditor
Ray Eufracio, CPA
Hidalgo County Auditor

10/26/15
Date

HIDALGO COUNTY DISTRICT JUDGES

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

AI-51824 **HIDTA - Task Force 11. A.**

CC - REGULAR

Meeting Date: 10/27/2015

Submitted By: Nelda Olivarez, HIDTA

Department: HIDTA

Information

CAPTION

1. Approval of FY2016 Overtime program agreement (Investigation Number SW-TXS-1005) between the Organized Crime Drug Enforcement Task Forces Agreement (OCDTF) and the Hidalgo County HIDTA Task Force in the amount of $17,548.00, for funding period 10/01/2015-09/30/2016.
2. Signature Approval for Ricardo Rodriguez, Hidalgo County Criminal District Attorney to sign agreement, as required by OCDTF.
3. Authorization to pay Overtime reimbursable under the grant terms and conditions.
4. Approval of Certification of Revenues in the amount of $17,548.00 as certified by the County Auditor for the OCDETF agreement.
5. Approval of appropriation of funds in the amount of $17,548.00.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2016 **ACCT. #:** 5-1291-421-00-270-019-6-131

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

BUDGETARY IMPACT:

Appropriation of funds in the amount of $17,548.00.

Revenue Acct: 5-1291-331-11-270-016-6-000

FISCAL YEAR: **ACCT. #:**

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

BUDGETARY IMPACT:

Expenses relating to fringe benefits for the overtime hours are to be charged to the HIDTA US Justice E-Sharing Budget (Account #: 5-1254-412-00-270-014-0-XXX).

Attachments

Appropriation

revised agree

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	10/23/2015 03:51 PM
Purchasing Department	Monica Badillo	10/23/2015 07:16 PM
Form Started By: Nelda Olivarez		Started On: 10/14/2015 03:21 PM
Final Approval Date: 10/23/2015		

Minerva Diaz

From: Nelda Olivarez [nolivarez@hidtataskforce.us]
Sent: Friday, October 23, 2015 2:40 PM
To: minerva.diaz@auditor.co.hidalgo.tx.us
Subject: OCDETF AGREEMENT

Please process a ***Certification of Revenue*** in the amount of $17,548.00. The certification is in reference OCDETF Investigation Number #SW-TXS-1005 / Overtime reimbursement

Appropriation of said funds will be on agenda item 51824, from meeting date 10/27/15

Thank you,

Nelda Olivarez
Accountant
Hidalgo County
HIDTA Task Force
P O Box 5719
McAllen, TX 78502
Primary Email: nolivarez@hidtataskforce.us
Alternate Email: nolivarez2@hidtataskforce.us
Office (956) 381-0444
Fax (956) 381-8722

DATE: October 22, 2015

DEPARTMENT HEAD: Ricardo Rodriguez, Criminal District Attorney

DEPARTMENT NAME: HIDTA Task Force / OCDETF OVERTIME FY2015

ACCOUNT NUMBER: Expenditure - 1291-421-00-270-019-6-131

SUBJECT: Budget Amendments (Increases) in Accordance with V.A.C.S., Articles 689a-11,1666a and 1666b

Honorable Commissioner's Court of Hidalgo County:

I would like to request the following amendments (increases) to my departmental budget in accordance with V.A.C.S., Pursuant to Article 689a-11, 1666a, 1666b:

INCREASE OBJECT NUMBER(S)		ACCOUNT (OBJECT) NAME		INCREASE (DECREASE)
5-1291-421-00-270-019-6-	131	OVERTIME	$	17,548.00
		TOTAL APPROPRIATIONS	**$**	**17,548.00**
5-1291-331-11-270-019-6-	000	**Organized Crime Drug Enforcement Task Force (OCDETF)**	**$**	**17,548.00**
		TOTAL REVENUES	**$**	**17,548.00**

Reason: To appropriate budget for the overtime hours for investigator assigned to OCDETF investigation number SW-TXS-1005

Funding period is October 1, 2015 to September 30, 2016.

Note: Expenses relating to fringe benefits for the overtime hours are to be charge to the HIDTA US Justice E-Sharing Budget (Account#5-1254-412-00-270-014-0-xxx)

_____ ___/___/___ _____

APPROVED BY COMMISSIONER'S COURT — DATE — DEPARTMENT HEAD SIGNATURE

_____

ATTEST BY COUNTY CLERK

ORGANIZED CRIME DRUG ENFORCEMENT TASK FORCES
Agreement
FOR THE USE OF THE STATE AND LOCAL OVERTIME AND AUTHORIZED EXPENSE/STRATEGIC INITIATIVE PROGRAM

Federal Tax Identification #: 74-6000717 DC#: P-32-

CFDA #: 16.111

Amount Requested:

$ 17,548.00

Number of Officers Listed: 1

OCDETF Investigation / Strategic Initiative Number: SW-TXS-1005

Federal Agency Investigation Number: M5-15-0050

From: October 1, 2015
Beginning Date of Agreement

To: September 30, 2016
Ending Date of Agreement

State or Local Agency Name and Address:

Hidalgo County HIDTA Task Force
P.O. Box 5719
McAllen, TX 78502-5719

State or Local Agency Narcotics Supervisor: Commander Jose Delgado

Telephone Number: (956) 381-0444

E-mail Address: jdelgado@hitataskforce.us

Fax # (if applicable): (956) 381-8722

Sponsoring Federal Agency Group/Squad Supervisor: GS Bernard Bolf

Telephone Number: 956-992-8418

E-mail Address: bernard.d.bolf@usdoj.gov

Sponsoring Federal Agency(ies):
Drug Enforcement Administration

Please provide the name, telephone number, e-mail address, and fax number for the **administrative or financial staff person at the State or Local Agency, who is directly responsible for the billing on the Reimbursement Request:**

Name: Nelda Olivarez

Telephone Number: (956) 381-0444

E-mail Address: nolivarez@hidtataskforce.us

Fax # (if applicable): (956) 381-8722

This Agreement is between the above named State or Local Law Enforcement Agency and the Organized Crime Drug Enforcement Task Forces (OCDETF) Program. This Agreement shall be effective when signed by an authorized State or Local Agency official, the sponsoring Federal Agency Special Agent-In-Charge, the sponsoring Agency Regional OCDETF Coordinator, the Assistant United States Attorney Regional OCDETF Director, and the OCDETF Executive Office.

1. It is agreed that the State or Local Law Enforcement officers named on this Agreement will assist in OCDETF Investigations, Strategic Initiatives and prosecutions as set forth in the Organized Crime Drug Enforcement Task Forces State and Local Overtime and Authorized Expense/Strategic Initiative Programs, Policies and Procedures Manual, Fiscal Year 2015.

2. No individual Agreement with a State or Local department may exceed $25,000, and the cumulative amount of OCDETF State and Local overtime monies that may be expended on a single OCDETF Investigation or Strategic Initiative in a single fiscal year may not exceed $50,000 without express prior approval from the OCDETF Executive Office. The OCDETF Executive Office will entertain requests to exceed these funding levels in particular cases. Please submit a written request including justification approved by the AUSA Regional Director to the OCDETF Budget Officer/Deputy Budget Officer when seeking to exceed the above stated funding levels.

3. Each Reimbursable Agreement will be allowed no more than six (6) modifications per year. In addition, if the funds for a particular Agreement are completely deobligated with the intention of closing that Agreement, it will not count as a modification for purposes of this policy. These amendments must be transmitted by a memorandum approved and signed by the AUSA Regional OCDETF Director or designee for the region and sent to the OCDETF Executive Office.

4. If an Agreement does not have any activity during the last ninety (90) days, the funds shall automatically be deobligated. The OCDETF Executive Office will assist with the monitoring of the aging Agreements. Further, if a State or Local Agency indicates that it is no longer performing work under a particular Agreement, the State and Local Overtime and Authorized Expense/Strategic Initiative Programs, Policies and Procedures Manual requires that a modification memorandum identifying the amount to be deobligated be submitted to the OCDETF Executive Office as soon as possible after determining that no work is being performed.

5. The State and Local Law Enforcement Agency must provide billing estimates or activity on a quarterly basis.

6. The State or Local Law Enforcement Agency agrees to provide experienced drug Law Enforcement officers who are identified in this Agreement to work on the specified OCDETF Investigation or Strategic Initiative. Any change in Law Enforcement officers assigned must be agreed to by all approving officials.

7. Officers who are not deputized shall possess no Law Enforcement authority other than that conferred by virtue of their position as a commissioned officer of their parent Agency.

8. Officers who are deputized may possess Federal Law Enforcement authority as specified by the Agency affording the deputation.

9. Any State or Local officers assigned to an OCDETF Investigation or Strategic Initiative in accordance with this Agreement are not considered Federal employees and do not take on the benefits of Federal employment by virtue of their participation in the Investigation or Strategic Initiative.

10. OCDETF and the sponsoring Federal Law Enforcement Agency(ies) for the approved OCDETF Investigation or Strategic Initiative will provide to the assigned State/Local officers the clerical, operational and administrative support that is mutually agreed to by the parties in this Agreement.

11. Officers assigned to OCDETF Investigations or Strategic Initiatives should work full-time on the Investigation(s) or Strategic Initiative(s) in order to be paid overtime. In order to satisfy the "full-time" requirement, a Law Enforcement officer should work forty (40) hours per week or eight (8) hours per day on a single or multiple OCDETF Investigation(s) or Strategic Initiative(s). Any established exceptions or waivers to this definition shall be requested by the Regional Coordination Group and attached as Addendum A to the Agreement. [The parent State or Local Agency must pay the base salary of its officers. In the event officers must work overtime on an OCDETF Investigation or Strategic Initiative, the OCDETF Program will reimburse the parent State or Local Law Enforcement Agency for a limited amount of those overtime costs.] The Agency is responsible for paying its Law Enforcement officer(s) for their overtime, travel and per diem expenses. To ensure proper and complete utilization of OCDETF overtime and expense allocations, reimbursement claims must be submitted monthly on the OCDETF Reimbursement Request Form. The OCDETF Executive Office may refuse payment on any reimbursement request that is not submitted to the OCDETF Regional Coordination Group within thirty (30) days of the close of the month in which the overtime was worked.

12. It is the responsibility of the State & Local Agency to retain and have available for inspection sufficient supporting documentation for all regular hours and overtime hours worked towards a specific OCDETF case. Officers' timesheets must reflect work towards a specific OCDETF case and must be reviewed and signed by an authorized State & Local official.

13. Analysis of reimbursement claims by the Regional Coordination Group may result in a modification of the obligation of funds contained within this Agreement as well as the time period covered. The Agency affected by any such modification will receive a memo notifying them of the changes.

14. Overtime payments, including all other non-OCDETF Federal sources (such as Safe Streets, HIDTA, IRS, ICE, FEMA, etc.) may not, on an annual per person basis, exceed 25% of the current approved Federal salary rate in effect at the time the overtime is performed. The State or Local Agency is responsible for ensuring that this annual payment is not exceeded. The Executive Assistant/OCDETF Program Specialist will monitor these payments via MIS and communicate to the Federal Agency Regional OCDETF Coordinators who provide status updates to any officer approaching the threshold.

15. The overtime log must be attached to the reimbursement request when submitting the monthly invoices. The Sponsoring Federal Agency Supervisory Special Agent and the State or Local official authorized to approve the Reimbursement Request must certify that only authorized expenses are claimed, the regular hours requirement is satisfied, and that overtime has not exceeded 25% of the current Federal salary rate in effect at the time the overtime was worked.

16. Under no circumstances will the State or Local Agency charge any indirect costs for the administration or implementation of this Agreement.

17. The State or Local Agency shall maintain complete and accurate records and accounts of all obligations and expenditures of funds under this Agreement for a period of six (6) years and in accordance with generally accepted accounting principles to facilitate inspection and auditing of such records and accounts.

18. The State or Local Agency shall permit examination and auditing by representatives of the OCDETF Program, the sponsoring Federal Agency(ies), the U.S. Department of Justice, the Comptroller General of the United States, and/or any of their duly-authorized agents and representatives, of any and all records, documents, accounts, invoices, receipts, or expenditures relating to this Agreement. Failure to provide proper documentation will limit State or Local Law Enforcement Agencies from receiving OCDETF funding in the future.

19. The State or Local Agency will comply with Title VI of the Civil Rights Act of 1964 and all requirements applicable to OCDETF Agreements pursuant to the regulations of the Department of Justice (see, e.g., 28 C.F.R. Part 42, Subparts C and G; 28 C.F.R. 50.3 (1991)) relating to discrimination on the grounds of race, color, sex, age, national origin or handicap.

20. This Agreement may be terminated by any of the parties by written notice to the other parties ten (10) business days prior to termination. Billing for outstanding obligations shall be received by OCDETF within thirty (30) days of the notice of termination.

21. The Debt Collection Improvement Act of 1996 requires that most payments made by the Federal government, including vendor payments, must be made by electronic funds transfer (EFT). In accordance with the act, all OCDETF reimbursement payments will be issued via EFT. All participating State and Local Agencies must complete and submit the attached EFT form. The OCDETF Executive Office must receive one EFT form from each participating Agency or police department prior to processing their reimbursement payments. In certain circumstances the OCDETF Executive Office may make exceptions for Agencies that are unable to accept this form of payment, however, such Agencies must include written justification in the addendum of each new Agreement.

22. All changes made to the original Agreement must be approved by the OCDETF Executive Office and initialed by the Executive Assistant/OCDETF Program Specialist of the Regional Coordination Group making the revision. The AUSA Regional OCDETF Director or designee must initial all funding changes.

23. The Regional Coordination Group is responsible for identifying and implementing any additional policy requirements, as needed, for its specific region. Those regional policies will be documented in the Addendum B and attached to the approved Agreement. The Agencies are agreeing to adhere to these additional requirements and must have written approval by the Regional Coordination Group for any exceptions to the regional policies.

This Agreement is not a contract or obligation to commit Federal funds in the maximum amounts projected. Funding allocations for the time period set forth and agreed to herein represent projections only and are based upon consultation between the sponsoring Federal Agency and the State or Local Law Enforcement Agency. They are, therefore, subject to modification by OCDETF based upon the progress and needs of the OCDETF Investigation or Strategic Initiative. Additionally, resources are contingent upon the availability of funds per the approval and signature of the OCDETF Executive Office obligating authority. The OCDETF Executive Office will approve and certify that all the terms and conditions of the Agreement have been met.

Each Agreement must be approved and signed by a State or Local Law Enforcement Agency official who has supervisory authority over, and is authorized to assign, the participating Law Enforcement officers to the OCDETF Investigation or Strategic Initiative.

Approved By: RicardoRodriguez,Criminal District Attorney
Authorized State or Local Official *Title* *Date*

Approved By: _____
Sponsoring Federal Agency Special Agent in Charge or Designee *Date*

Approved By: _____
Sponsoring Agency Regional OCDETF Coordinator *Date*

Approved By: _____
Assistant United States Attorney Regional OCDETF Director *Date*

Funds are encumbered for the State/Local Agency overtime costs and authorized expense/Strategic Initiative Programs specified above. **Subject to availability of funds.**

Funds Certified: _____
OCDETF Executive Office *Date*

Approving Official: _____
OCDETF Executive Office *Date*

ORGANIZED CRIME DRUG ENFORCEMENT TASK FORCES

STATE OR LOCAL LAW ENFORCEMENT OFFICERS ASSIGNED TO PARTICIPATE IN THE STATE AND LOCAL OVERTIME AND AUTHORIZED EXPENSE/STRATEGIC INITIATIVE PROGRAMS

State or Local Agency: Hidalgo County HIDTA Task Force

OCDETF Investigation / Strategic Initiative Number: SW-TXS-1005

The Law Enforcement officers listed below will assist with the above identified OCDETF Investigation or Strategic Initiative. Any modification of the list of Law Enforcement officers must be agreed to in writing by all of the parties to this Agreement, made a part of the Agreement, and forwarded to the OCDETF Executive Office.

	NAME	TITLE/RANK	DOB
1.	Genovevo Martinez	Criminal Investigator III	11/30/66
2.			
3.			
4.			
5.			
6.			
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9.			
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Addendum A

Definition of "Full-Time Participation" Exemption

Any Other Exceptions or Justifications

Addendum B

Identification of Additional Policy Requirements

ACH VENDOR/MISCELLANEOUS PAYMENT ENROLLMENT FORM

PAYEE/COMPANY INFORMATION (State & Local Agency name and address must match Agreement cover sheet)

Name:	Hidalgo County ~~HIDTA Task Force~~
Address:	2810 SB 281
	Edinburg, TX 78539
Taxpayer ID Number:	74-6000717
Contact Person Name:	Norma Garcia Telephone Number: (956) 318-2506

FINANCIAL INSTITUTION INFORMATION

Bank Name:	Lone Star National Bank
Nine-Digit ABA Routing Transit Number:	114911687
Depositor Account Number:	71015647
Type of Account: (checking/savings)	Checking

Please return with the Reimbursable Agreement

The Debt Collection Improvement Act of 1996 requires that most payments made by the Federal government, including vendor payments, must be made by electronic funds transfer (EFT). A benefit of receiving payments by EFT is that your funds are directly deposited to your account at a financial institution and are available to you on the date of payment.

If you have any question regarding the delivery of remittance information, please contact the financial institution (bank) where your account is held.

If you have any question on the completion of this form, please contact the OCDETF State and Local EFT Coordinator at 202-514-1860

To inquire about a bill please contact: https://www.ipp.gov/

ORGANIZED CRIME DRUG ENFORCEMENT TASK FORCES
NOTIFICATION OF CHANGE IN LAW ENFORCEMENT OFFICERS

State or Local Agency: _____

OCDETF Investigation / Strategic Initiative #: _____ DC#: **P - 32** _____

Current Total Number of Officers: _____

Revised Total Number of Officers: _____

Effective Date of Change: _____

Sponsoring Federal Agency Coordinator Approval: _____

AUSA Regional OCDETF Director or Designee Approval: _____

The Law Enforcement officers listed below are added to the above identified OCDETF Investigation or Strategic Initiative. Any modifications must be approved by the sponsoring Federal Agency Coordinator and AUSA Regional OCDETF Director or designee and forwarded to the OCDETF Executive Office.

	NAME	TITLE/RANK	DOB	ADD/DELETE
1.				
2.				
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U.S. Department of Justice

Executive Office of the Organized Crime Drug Enforcement Task Forces *Washington, D.C. 20530*

September 1, 2015

MEMORANDUM

To: OCDETF AUSA Regional Coordinators
OCDETF Agency Coordinators
OCDETF Program Specialists/Executive Assistants

From: Bruce G. Ohr
Director
Organized Crime Drug Enforcement Task Forces

Subject: Change to the OCDETF State and Local Overtime Rate for State and Local Law Enforcement Officers

The Executive Office of OCDETF has updated the overtime rate for state and local law enforcement officers. Effective October 1, 2015, the maximum amount of overtime a state and local law enforcement officer can earn in fiscal year 2016 is **$17,548.00**, which is 25% of the 2015 salary of a GS 12, Step 1 ($70,192.00). This cap is in accordance with changes made to federal pay rates in fiscal year 2015 and **will not** be modified during fiscal year 2016, even if other pay adjustments are provided to federal employees on or after January 1, 2016.

Please note that reimbursement for state or local task force salary expenses with monies from the Department of Justice Assets Forfeiture Fund are available for state or local officer overtime salary expenses and shall not include any costs for benefits, such as retirement, FICA, or other expenses.

Regional Coordination Groups are responsible for monitoring and enforcing this cap, which is a cumulative cap of all overtime paid by federal sources and reported on overtime logs.

Thank you in advance for your compliance. If you have any questions regarding the overtime cap, please contact OCDETF Executive Officer Peter Maxey at 202-514-1860.

cc: Washington Agency Representatives Group
OCDETF Lead Task Force Attorneys

AI-51905 **HIDTA - Task Force** **11. B.**

CC - REGULAR

Meeting Date: 10/27/2015

Submitted By: Nelda Olivarez, HIDTA

Department: HIDTA

Information

CAPTION

1. Authorization and approval to accept award no. G15SS0002A, Supplement Number 2, Cooperative Agreement between Hidalgo County and the Executive Office of the President Office of National Drug Control Policy in the amount of $16,666.00 for the grant period of 01/01/15-12/31/16.
2. Authorization for County Judge, as authorized official, to sign grant award form and related documents.
3. Approval of certification of revenues, as certified by the County Auditor's Office.
4. Approval of appropriation of funds for the Hidalgo County HIDTA Task Force in the amount of $16,666.00

BACKGROUND

Reference:
AI#47979 $135,084.00
AI#49039 $550,621.00
AI#51905 $ 16,666.00

Total Grant $702,371.00

Fiscal Impact

FISCAL YEAR: 2015 **ACCT. #:** 5-1291-412-00-270-003-5-XXX

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

BUDGETARY IMPACT:

Appropriation of funds in the amount of $16,666.00

Revenue Account: 5-1291-331-10-270-003-5-000 HIDTA TASK FORCE-REVENUES

Grant Period: 01/01/2015 to 12/31/2016

Attachments

Supplement#2
appropriation r

COR

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	10/22/2015 08:46 AM
Manuel Chapa	Manuel Chapa	10/23/2015 02:54 PM
Purchasing Department	Monica Badillo	10/23/2015 07:16 PM
Form Started By: Nelda Olivarez		Started On: 10/20/2015 03:07 PM
Final Approval Date: 10/23/2015		

Executive Office of the President **Office of National Drug Control Policy**	AWARD Grant	Page 1 of 1
1. Recipient Name and Address Mr. Ramon Garcia Hidalgo County Auditor's Office 3100 S. Closner, Foxtrot Building Edingburg, TX 78539	4. Award Number: G15SS0002A 5. Grant Period: From 01/01/2015 to 12/31/2016	
1A. Subrecipient IRS/Vendor No. Subrecipient Name and Address	6. Date: 9/16/2015 8. Supplement Number 2	7. Action Initial [X] Supplemental
2A. Subrecipient IRS/Vendor No.:	9. Previous Award Amount:	$685,705.00
3. Project Title	10. Amount of This Award:	$16,666.00
	11. Total Award:	$702,371.00
12. • The above grant is approved subject to such conditions or limitation as are set forth in the original Grant.		
13. Statutory Authority for Grant: Public Law 113-235 / H.R. 83		

AGENCY APPROVAL	**RECIPIENT ACCEPTANCE**
14. Typed Name and Title of Approving Official Michael K. Gottlieb National HIDTA Director	15. Typed Name and Title of Authorized Official Ramon Garcia Mr.
16. Signature of Approving ONDCP Official Michael K. Gottlieb	17. Signature of Authorized Recipient/Date

AGENCY USE ONLY	
18. Accounting Classification Code DUNS: 103110834 EIN: 1746000717A4	19. HIDTA AWARD ONDI070DB1516XX ONDI6113 ONDI2000000000 OC 410001

Initiative Cash by HIDTA

FY 2015

Awarded Budget (as approved by ONDCP)

HIDTA	Agency Name	Initiative	Cash	Type	Grant
SWB - South Texas	**Hidalgo County Auditor's Office**	ET - Hidalgo HIDTA Task Force	16,666.00	Investigation	G15SS0002A
		Hidalgo County DA HIDTA Task Force	685,705.00	Investigation	G15SS0002A
	Agency Total : Hidalgo County Auditor's Office		**702,371.00**		
Total			**702,371.00**		

9/16/2015 12:51:56 PM

Budget Detail

2015 - SWB - South Texas

Initiative - ET - Hidalgo HIDTA Task Force

Award Recipient - Hidalgo County Auditor's Office (G15SS0002A)

Resource Recipient - Hidalgo County District Attorney's Office

Current Budget (net of reprogrammed funds)		***$16,666.00***
Travel	**Quantity**	**Amount**
Investigative/Operational		$2,000.00
Total Travel		**$2,000.00**
Supplies	**Quantity**	**Amount**
Investigative/Operational		$8,666.00
Total Supplies		**$8,666.00**
Other	**Quantity**	**Amount**
PE/PI/PS		$6,000.00
Total Other		**$6,000.00**
Total Budget		**$16,666.00**

September 16, 2015

Mr. Ramon Garcia
Hidalgo County Auditor's Office
3100 S. Closner, Foxtrot Building
Edingburg, TX 78539

Dear Mr. Garcia:

Grant number G15SS0002A has been increased and now totals $702,371.00.

The original of Modification 2 is enclosed. If you accept this Modification, sign the Modification and return a copy to the Assistance Center in Miami. Keep the original Modification for your file.

All terms and conditions of the original award apply to the Modification. If you have any questions pertaining to this grant award, please feel free to contact Lisa Newton at (202) 395-6639.

Sincerely,

Michael K. Gottlieb

Michael K. Gottlieb
National HIDTA Director

Enclosures

DATE: October 20, 2015

DEPARTMENT HEAD: Ricardo Rodriguez,Criminal District Attorney

DEPARTMENT NAME: HIDTA Task Force

ACCOUNT NUMBER: Expenditure - 1291-412-00-270-003-5-xxx

SUBJECT: Budget Amendments (Increases) in Accordance with V.A.C.S., Articles 689a-11,1666a and 1666b

Honorable Commissioner's Court of Hidalgo County:

I would like to request the following amendments (increases) to my departmental budget in accordance with V.A.C.S., Pursuant to Article 689a-11, 1666a, 1666b:

INCREASE OBJECT NUMBER(S)		ACCOUNT (OBJECT) NAME		INCREASE (DECREASE)
5-1291-412-00-270-003-5-	583	TRAVEL OUT OF COUNTY	$	2,000.00
5-1291-412-00-270-003-5-	751	MACHINERY & EQUIPMENT		8,666.00
5-1291-412-00-270-003-5-	890	OTHER		6,000.00
		TOTAL APPROPRIATIONS	**$**	**16,666.00**
5-1291-331-10-270-003-5-	000	**HIDTA TASK FORCE REVENUES**	**$**	**16,666.00**

REASON: TO APPROPRIATE BUDGET INCREASE UNDER AWARD NUMBER G15SSS0002A

APPROVED BY COMMISSIONER'S COURT

___/___/___ DATE

DEPARTMENT HEAD SIGNATURE

ATTEST BY COUNTY CLERK

COUNTY of HIDALGO



EDINBURG, TEXAS 78539

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

October 23, 2015

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

RE: Certification of Revenue

Dear Judge and Commissioners:

Pursuant to Local Government Code § 111.0706 SPECIAL BUDGET FOR GRANT OR AID MONEY:

> The county auditor shall certify to the commissioners court the receipt of all public or private grant or aid money that is available for disbursement in a fiscal year but not included in the budget for that fiscal year. On certification, the court shall adopt a special budget for the limited purpose of spending the grant or aid money for its intended purpose.

I, Ray Eufracio, County Auditor of Hidalgo County, certify to the Hidalgo County Commissioners Court the receipt of an award from the Executive Office of the President - Office of National Drug Control Policy. These funds may now be made available by creating a new special budget or amending a current budget for its intended purposes.

AMOUNT	PURPOSE
$16,666.00	Award No. G15SS0002A - High Intensity Drug Trafficking Areas (HIDTA)

CERTIFIED BY:

Raymundo Eufracio, CPA
Hidalgo County Auditor
Ray Eufracio, CPA
Hidalgo County Auditor

10/26/15
Date

HIDALGO COUNTY DISTRICT JUDGES

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

AI-51905 **HIDTA - Task Force 20. 0.**

CC - REGULAR

Meeting Date: 10/27/2015

Submitted By: Nelda Olivarez, HIDTA

Department: HIDTA

Information

CAPTION

1. Authorization and approval to accept award no. G15SS0002A, Supplement Number 2, Cooperative Agreement between Hidalgo County and the Executive Office of the President Office of National Drug Control Policy in the amount of $16,666.00 for the grant period of 01/01/15-12/31/16.

2. Authorization for County Judge, as authorized official, to sign grant award form and related documents.

3. Approval of certification of revenues, as certified by the County Auditor's Office.

4. Approval of appropriation of funds for the Hidalgo County HIDTA Task Force in the amount of $16,666.00

BACKGROUND

Reference:
AI#47979 $135,084.00
AI#49039 $550,621.00
AI#51905 $ 16,666.00

Total Grant $702,371.00

Fiscal Impact

FISCAL YEAR: 2015 **ACCT. #:** 5-1291-412-00-270-003-5-XXX

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

BUDGETARY IMPACT:

Appropriation of funds in the amount of $16,666.00

Revenue Account: 5-1291-331-10-270-003-5-000 HIDTA TASK FORCE-REVENUES

Grant Period: 01/01/2015 to 12/31/2016

Attachments

Supplement#2

appropriation r

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	10/22/2015 08:46 AM
Manuel Chapa	Manuel Chapa	10/23/2015 02:54 PM
Auditor's Office		
Purchasing Department		
Form Started By: Nelda Olivarez		Started On: 10/20/2015 03:07 PM

Minerva Diaz

From: Nelda Olivarez [nolivarez@hidtataskforce.us]
Sent: Friday, October 23, 2015 2:37 PM
To: minerva.diaz@auditor.co.hidalgo.tx.us
Subject: AI#51905

Please process a ***Certification of Revenue*** in the amount of $16,666.00. The certification is in reference to grant number G15SS002A (Supplement Number 2).

Appropriation of said funds will be on agenda item 51905, from meeting date 10/27/15

Thank you,

Nelda Olivarez
Accountant
Hidalgo County
HIDTA Task Force
P O Box 5719
McAllen, TX 78502
Primary Email: nolivarez@hidtataskforce.us
Alternate Email: nolivarez2@hidtataskforce.us
Office (956) 381-0444
Fax (956) 381-8722

CONFIDENTIALITY NOTICE

This transmission is intended for the sole use of the individual and/or entity to whom it is addressed, and may contain information and/or attachments that are privileged, confidential and exempt from disclosure under applicable law. If the reader of this transmission is not the intended recipient, you are hereby notified that any disclosure, dissemination, distribution, duplication or the taking of any action in reliance on the contents of this transmission by someone other than the intended addressee or its designated agent is strictly prohibited. If your receipt of this transmission is in error, please notify the sender by replying immediately to this transmission and destroy the transmission. Thank you

DATE: October 20, 2015

DEPARTMENT HEAD: Ricardo Rodriguez,Criminal District Attorney

DEPARTMENT NAME: HIDTA Task Force

ACCOUNT NUMBER: Expenditure - 1291-412-00-270-003-5-xxx

SUBJECT: Budget Amendments (Increases) in Accordance with V.A.C.S., Articles 689a-11,1666a and 1666b

Honorable Commissioner's Court of Hidalgo County:

I would like to request the following amendments (increases) to my departmental budget in accordance with V.A.C.S., Pursuant to Article 689a-11, 1666a, 1666b:

INCREASE OBJECT NUMBER(S)		ACCOUNT (OBJECT) NAME		INCREASE (DECREASE)
5-1291-412-00-270-003-5-	583	TRAVEL OUT OF COUNTY	$	2,000.00
5-1291-412-00-270-003-5-	751	MACHINERY & EQUIPMENT		8,666.00
5-1291-412-00-270-003-5-	890	OTHER		6,000.00
		TOTAL APPROPRIATIONS	**$**	**16,666.00**
5-1291-331-10-270-003-5-	000	**HIDTA TASK FORCE REVENUES**	**$**	**16,666.00**

REASON: TO APPROPRIATE BUDGET INCREASE UNDER AWARD NUMBER G15SSS0002A

APPROVED BY COMMISSIONER'S COURT

___/___/___ DATE

DEPARTMENT HEAD SIGNATURE

ATTEST BY COUNTY CLERK

Executive Office of the President **Office of National Drug Control Policy**	AWARD Grant	Page 1 of 1
1. Recipient Name and Address Mr. Ramon Garcia Hidalgo County Auditor's Office 3100 S. Closner, Foxtrot Building Edingburg, TX 78539	4. Award Number: G15SS0002A 5. Grant Period: From 01/01/2015 to 12/31/2016	
1A. Subrecipient IRS/Vendor No. Subrecipient Name and Address	6. Date: 9/16/2015 8. Supplement Number 2	7. Action Initial [X] Supplemental
2A. Subrecipient IRS/Vendor No.:	9. Previous Award Amount:	$685,705.00
3. Project Title	10. Amount of This Award:	$16,666.00
	11. Total Award:	$702,371.00
12. • The above grant is approved subject to such conditions or limitation as are set forth in the original Grant.		
13. Statutory Authority for Grant: Public Law 113-235 / H.R. 83		

AGENCY APPROVAL	**RECIPIENT ACCEPTANCE**
14. Typed Name and Title of Approving Official Michael K. Gottlieb National HIDTA Director	15. Typed Name and Title of Authorized Official Ramon Garcia Mr.
16. Signature of Approving ONDCP Official Michael K. Gottlieb	17. Signature of Authorized Recipient/Date

AGENCY USE ONLY	
18. Accounting Classification Code DUNS: 103110834 EIN: 1746000717A4	19. HIDTA AWARD OND1070DB1516XX OND6113 OND2000000000 OC 410001

Initiative Cash by HIDTA

FY 2015

Awarded Budget (as approved by ONDCP)

HIDTA	Agency Name	Initiative	Cash	Type	Grant
SWB - South Texas	**Hidalgo County Auditor's Office**	ET - Hidalgo HIDTA Task Force	16,666.00	Investigation	G15SS0002A
		Hidalgo County DA HIDTA Task Force	685,705.00	Investigation	G15SS0002A
	Agency Total : Hidalgo County Auditor's Office		**702,371.00**		
Total			**702,371.00**		

9/16/2015 12:51:56 PM

Budget Detail

2015 - SWB - South Texas

Initiative - ET - Hidalgo HIDTA Task Force

Award Recipient - Hidalgo County Auditor's Office (G15SS0002A)

Resource Recipient - Hidalgo County District Attorney's Office

Current Budget (net of reprogrammed funds)		***$16,666.00***
Travel	**Quantity**	**Amount**
Investigative/Operational		$2,000.00
Total Travel		**$2,000.00**
Supplies	**Quantity**	**Amount**
Investigative/Operational		$8,666.00
Total Supplies		**$8,666.00**
Other	**Quantity**	**Amount**
PE/PI/PS		$6,000.00
Total Other		**$6,000.00**
Total Budget		**$16,666.00**

September 16, 2015

Mr. Ramon Garcia
Hidalgo County Auditor's Office
3100 S. Closner, Foxtrot Building
Edingburg, TX 78539

Dear Mr. Garcia:

Grant number G15SS0002A has been increased and now totals $702,371.00.

The original of Modification 2 is enclosed. If you accept this Modification, sign the Modification and return a copy to the Assistance Center in Miami. Keep the original Modification for your file.

All terms and conditions of the original award apply to the Modification. If you have any questions pertaining to this grant award, please feel free to contact Lisa Newton at (202) 395-6639.

Sincerely,

Michael K. Gottlieb

Michael K. Gottlieb
National HIDTA Director

Enclosures

AI-51919 **HIDTA - Task Force** **11. C.**

CC - REGULAR

Meeting Date: 10/27/2015

Submitted By: Nelda Olivarez, HIDTA

Department: HIDTA

Information

CAPTION

1. Authorization and approval to accept the Memorandum of Understanding between the Texas Joint Counterdrug Task Force and the Hidalgo County HIDTA Task Force for the period of October 1, 2015 - September 30, 2016.
2. Signature Approval for Ricardo Rodriguez, Hidalgo County Criminal District Attorney to sign agreement, as required by OCDTF.

BACKGROUND

The Texas Military Forces Joint Counterdrug Task Force will assign an analytical support (ICAS) personnel (Intelligence Research Specialist) to the HIDTA office, at no cost to HIDTA.

Fiscal Impact

FISCAL YEAR: **ACCT. #:**

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

BUDGETARY IMPACT:

No fiscal impact.

Attachments

REQUEST
MOU
FORM

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	10/22/2015 08:54 AM
Purchasing Department	Monica Badillo	10/23/2015 07:16 PM
Form Started By: Nelda Olivarez		Started On: 10/21/2015 02:52 PM
Final Approval Date: 10/23/2015		

Hidalgo County District Attorney's Office
H.I.D.T.A. TASK FORCE

TO: COL Suzanne D. Adkinson
Commanding
Texas Counterdrug Task Force
P.O. Box 5218
Austin, Texas 78763-5218

October 21, 2015

FROM: Hidalgo County HIDTA Task Force
Jose Delgado, Commander
3100 S. Business 281
Edinburg, TX 78539

REQUEST FOR COUNTERDRUG SUPPORT

The mission of the Hidalgo County HIDTA Task Force (HCHTF) is to disrupt and dismantle through interdiction, investigation and prosecution of identified international, regional and local drug trafficking organizations including those individuals and or organizations currently utilizing county locations to facilitate illegal activities by storing, concealing and packaging narcotics and or narcotics proceeds for the sole purpose of continuing the criminal enterprise. Targeted illicit drugs include, but are not limited to, marijuana, cocaine, heroin, and methamphetamine. The mission is accomplished by enhancing and coordinating drug enforcement and asset identification and removal among federal, state, and local law enforcement agencies.

HCHTF is requesting analytical support (ICAS) personnel to assist with the research and collection of information on individuals and/or organizations involved in illegal activities. This position will analyze information; identify significant factors; and gather data from various secure information systems. After information is collected, this position will compile information to share the HCHTF investigators.

The period of assignment of the ICAS position to HCHTF will be at the discretion of the Texas Counterdrug Task Force Commanding Officer. This forty (40) hours work week, Monday-Friday position will be housed at the HCHTF office located at 3100 S. Business 281 (Foxtrot Building), Edinburg, TX. The point of contact will be as follows:

Jose Delgado, Commander
jdelgado@hidtataskforce.us
Office telephone: 956 381-0444
Facsimile Number: 956 381-8719

We look forward to your agency's participation.

Regards

Jose Delgado, Commander

TEXAS MILITARY FORCES
Joint Force Headquarters
Joint Counterdrug Task Force
Post Office Box 5218
Austin, Texas 78763-5218
512-782-5670

MEMORANDUM OF UNDERSTANDING
BETWEEN
THE TEXAS JOINT COUNTERDRUG TASK FORCE
AND
THE HIDALGO COUNTY HIDTA TASK FORCE

SUBJECT: Memorandum of Understanding for Operational Support from the Texas Joint Counterdrug Task Force

1. REFERENCES:

a. NGR 500-2/ANGI 10-801, National Guard Counterdrug Support, 29 Aug 08

b. The Texas Governor's Counterdrug State Plan, Fiscal Year 2016

c. Title 32, United States Code §112, National Guard Drug Interdiction and Counter-Drug Activities, 3 Jan 12

d. Title 32, United States Code §502(f), National Guard Training or Other Duty in Addition to Drill and Annual Training

2. PURPOSE: This Memorandum of Understanding (MOU) establishes the framework for management and use of the Texas Military Forces (TXMF) Joint Counterdrug Task Force (JCDTF) for operational support of Law Enforcement Agency (LEA) or Community Based Organization (CBO) counterdrug (CD) missions. In general, the Texas Military Forces will provide CD support to Federal, State, and local law enforcement agencies when requested in writing, subject to funding, and when a drug nexus is apparent. The State CD Coordinator (CDC) agrees to provide support to LEA CD operations and to work collaboratively to ensure continued support of law enforcement operations that are integral to the Governor's State CD Plan. This MOU defines the responsibilities of the CDC and the LEAs or CBOs and the lines of communication between the CDC in areas that include personnel, funding, training, operations, and logistics. It recognizes the roles and responsibilities of all respective and related parties or agencies. It is understood among the parties to this agreement that any Agency requests for National Guard (NG) assistance may include multi agency, Federal, State, and/or local cooperative law enforcement efforts. This MOU is not intended, and should not be construed, to create any right or benefit, substantive or procedural, enforceable at law or otherwise by any third party against the parties, the United States, or the officers, employees, agents, or other associated personnel thereof. Furthermore, this MOU is not intended to nor may it be used to supersede existing

Federal or State laws, Department of Defense, Department of the Army or National Guard Bureau (NGB) Regulations.

3. BACKGROUND AND AUTHORITY: 32 USC § 112 provides the statutory authority for the NG CD Program and the approved plans for the State of Texas. Consistent with the direction and guidance of the Office of the Secretary of Defense (OSD) and the Office of National Drug Control Policy (ONDCP), the Texas JCDTF develops the Governor's State Plan for JCDTF support. It is signed by the Governor and Attorney General, reviewed by the NGB, coordinated with U.S. Army North Command, and approved by the Office of the Secretary of Defense. The approval of the plan constitutes authority to utilize appropriated CD funds and requires accountability for the use of those funds. Various actions take place following the OSD approval of the Governor's State CD Plan resulting in the allocation of funds for the NGB to the Texas NG for personnel, operational tempo, and training to support LEA CD operational missions. This MOU is entered into by the Texas JCDTF pursuant to the authority contained in NGR 500-2/ANGI 10-801, Title 32, United States Code §112, Title 32 United States Code §502(f), and the Texas Governor's CD State Plan.

4. PERIOD OF MOU: This MOU is effective for the following period:

Start Date: 1 October 2015 End Date: 30 September 2016

5. DRUG NEXUS: By executing this MOU, the supported LEA certifies that JCDTF personnel will be engaging only on projects or operations that have a CD nexus.

6. TERMINOLOGY:

a. Commander means the senior responsible officer appointed by the Adjutant General of Texas to command the JCDTF.

b. CBO is the supported organization entering into this MOU with the JCDTF.

c. Drug Nexus means a connection, link or tie of illegal drugs or narcotics with actual or suspected criminal activity.

d. Exigent Circumstances are circumstances in which immediate action is necessary to protect police officers, NG personnel or other persons from injury, to prevent loss or destruction of evidence, or to prevent the escape of a suspect already in custody. Under exigent circumstances, JCDTF personnel may use an appropriate level of force as defined in the JCDTF Rules for the Use of Force (RUF).

e. LEA or Agency is defined as the supported agency entering into this MOU with the JCDTF.

f. Task Force Member refers to a Soldier or Airman assigned to JCDTF.

g. JCDTF refers to Texas NG Soldiers and Airmen on Full Time NG Duty CD orders in support of the CD Support Program.

h. TXMF includes the Texas Army NG and Texas Air NG, operating pursuant to Title 32 of the United States Code and under the Command and Control of the Adjutant General of Texas.

7. PLANNED DEPLOYMENT OF PERSONNEL AND EQUIPMENT:

a. Personnel:

(1) Request for Support: As the NG is not a LEA any involvement of the NG in support of drug law enforcement must be in response to a law enforcement agency request for support.

(2) Support Role: It is clearly understood by both parties to this agreement that NG personnel are not sworn police officers and those personnel who are assigned to work with the LEA are assigned in a support role.

b. Equipment:

(1) The loan of NG equipment to the LEA will be in accordance with NGR 500-2/ANGI 10-801, paragraph 7-10, 32 USC § 112 and any other applicable NG regulations to include: 10 USC § 2667, Leases: non-excess property of military departments and Defense Agencies, 15 Jan 13; AR 700-131, Loan, Lease, and Donation of Army Material, 23 Aug 04; AFMAN 23-110, CD Basic USAF Supply Manual, 1 Apr 02; and DoDI 1225.6, Equipping the Reserve Forces, 16 May 12.

(2) All loans of equipment will be documented in writing with at least the following information: full description of the item(s); condition at the time of the loan; length of time of the loan; location to which the item is to be returned.

(3) Each party to this agreement will contact the other party as soon as possible to report any damage caused to loaned equipment.

(4) Unless contrary to law or regulation, each party agrees to be financially responsible for any damage to the equipment of the other party, caused by the borrowing party's personnel, whether through negligent conduct or willful misconduct.

8. REPORTING PROCEDURES:

a. CD personnel will ensure statistical results are input into Full Time Support Management Control System for inclusion in required reports/records.

b. The NG will maintain compliance with Intelligence Oversight and Operational Security on all reporting in accordance with NGR 500-2/ANGI 10-801.

c. Information provided to the NG by the LEA will not be released to non-Department of Defense sources unless in accordance with supported duties in the task force and approved by the custodian of the information.

9. COMMAND AND CONTROL AND LINES OF COMMUNICATION:

a. All JCDTF personnel will be under the command and control of the JCDTF Commander at all times. The supported LEA will notify the JCDTF Commander immediately in the event that any JCDTF personnel are missing, injured or suspected of any act of misconduct. JCDTF personnel may be recalled at any time due to emergencies or other operational necessities. The JCDTF Commander has the sole discretion to approve or deny modifications to an approved LEA supported request. JCDTF personnel may be recalled for a mission of higher priority, necessary military training or deployments.

b. NG personnel will be under the direct supervision of the supported agency for all assigned duties. NG members will also maintain a military chain of command through JCDTF. The military chain of command will take precedence at all times.

c. The NG chain of command will handle all personnel management processes.

d. This MOU is not intended to circumvent existing lines of communication between the principal staff and the chain of command as established by The Adjutant General. However, matters of routine nature that can be addressed within the context of this MOU may be communicated directly between the CDC and the LEA. Issues requiring policy, regulatory change, or resource allocation shall be addressed to The Adjutant General through the normal staffing process.

10. SCOPE OF OPERATIONS:

a. The Texas NG will support law enforcement CD operations with selected assets consistent within law, OSD directives, regulations, and the Governor's State CD Plan. Based on priorities established by ONDCP and missions approved by OSD, the Governor's State CD Plan provides the framework within which support to LEA CD missions is accomplished. Definitions of missions contained within that framework are detailed in NGR 500-2. All missions performed by Texas NG personnel must fall within one of the missions approved in the Governor's State CD Plan.

b. JCDTF personnel will operate in accordance with an LEA support request approved by the JCDTF Commander. Requests to perform missions that are not on the

SUBJECT: Memorandum of Understanding for Operational Support from the Texas Joint Counterdrug Task Force

OSD approved mission list must be submitted through the NGB J32 to the OSD for approval in the Texas Military Forces approved State Plan.

c. JCDTF personnel may be asked to review requests for information from Geographic Combatant Commands and subordinate commands. JCDTF requests that the LEA support these requests as necessary consistent with the law and in accordance with LEA policy. The LEA's rules for dissemination will be implemented at all times. This supports a whole of government approach to counter threats to U.S. National Security posed by drug smuggling and other illicit activities while balancing limited Department of Defense resources

11. FORCE PROTECTION AND USE OF FORCE:

a. Prior to beginning the mission, the supported LEA will provide the JCDTF with all known information regarding potential or actual threats and hazards to personnel and equipment. The JCDTF personnel will operate under and comply with the RUF established by the JCDTF Commander. Only JCDTF personnel specifically authorized by the Commander shall be armed. Each agency will follow its own agency policy concerning firearms discharge and use of deadly force. JCTDF members should not be placed into situations that could be life threatening since they have not received the appropriate law enforcement training for this type of situation.

b. JCDTF members have the right to use force only in exigent circumstances as defined above. The Task Force Member may only use the amount of force necessitated by the established RUF.

12. PUBLIC AFFAIRS:

a. Information released to the media concerning NG assistance to a LEA or NG participation in drug law enforcement missions will be coordinated between the Agency and NG public affairs/information officers. Participating NG personnel or specific units will not be identified by name, address or photograph unless cleared through the JCDTF Commander who will be responsible for obtaining a release through applicable NG channels.

b. The lead party for the dissemination of information will be the LEA and therefore members of the NG will refer all questions from the media to the Agency for reply. The NG public affairs office may provide guidance on issues specific to the NG as appropriate.

c. NG members in duty status will not be interviewed by the media without NG approval and consultation with the LEA.

13. SAFETY: The safety of NG CD personnel is the primary concern of the JCDTF Commander and staff and will be emphasized in the planning and during all operations

involving CD personnel. The successful accomplishment of all CD support missions with minimum risk will be the main goal. CD personnel will adhere to the JCDTF Commander's safety policy at all times. NG members shall not knowingly be sent or directed to enter a hostile environment where there is a probability of encountering life threatening situations or direct contact with suspects.

14. WARRANTS/PERMITS LEGAL REQUIREMENTS: The supported LEA shall ensure that all legal requirements, including obtaining warrants or necessary permits, are fulfilled. The supported LEA recognizes that JCDTF personnel may not engage in any activity that law enforcement officers are prohibited from conducting. NG personnel will not be utilized or participate in any unauthorized surveillance activities. Information or data obtained by the NG, as a result of work done in support of the LEA, will be passed on immediately as obtained to the LEA and will not be stored or maintained by NG personnel or in NG facilities. Procedures to be utilized for reporting such information will be established by the Agency in accordance with internal practices and procedures. The Agency will be responsible for follow-up on any such information. Information gathered by members of the NG will be given adequate classification consideration.

15. ARREST, SEARCHES, SEIZURES AND EVIDENCE:

a. JCDTF personnel will not directly participate in law enforcement activities such as arresting or conducting searches of individuals or private property. JCDTF personnel are further prohibited from direct involvement in seizures or the chain of custody concerning any evidence seized by LEA officials.

b. All intelligence activities authorized to be performed by JCDTF personnel shall be strictly limited to support of LEA CD operations. Other than intelligence support authorized in conjunction with LEA CD operations, NG personnel shall not collect, retain, or disseminate intelligence on U.S. persons, or store LEA intelligence products in NG facilities or databases. Absent exigent circumstances, JCDTF personnel shall not participate in the apprehension of suspects or search of any property.

c. JCDTF personnel will not be deputized or cross-designated with Title 21 investigative authority.

16. SUBPOENAS OR OTHER ORDERS TO APPEAR: The supported LEA will immediately notify JCDTF personnel in the event that they are subpoenaed or otherwise ordered to appear in any court. JCDTF personnel will report such order to appear in court to their respective JCDTF Commander. If JCDTF personnel are ordered to appear in court, the supported LEA will assist the JCDTF personnel to obtain pre-trial counsel and preparation from the prosecuting attorney responsible for the case.

17. DUTY HOURS, UNIFORM WEAR & WORK SCHEDULES: Duty hours and work schedules shall be in accordance with the LEA support request. All JCDTF personnel are required to perform additional military duties as part of their regular NG unit.

Accordingly, JCDTF personnel will be required to attend Inactive Duty Training (drill weekends) and Annual Training (two-week period). In addition, all JCDTF personnel are authorized thirty (30) days of leave per year, as approved by the JCDTF Commander. Personnel will wear appropriate military uniforms while performing CD support duty unless this requirement has been explicitly waived by the Adjutant General or his designated representative.

18. WORK SPACE REQUIREMENTS: The supported LEA will provide parking, appropriate work space and use of communication equipment (including phone, fax, personal computer and internet/email capabilities) for JCDTF personnel.

19. LEA FUNDING: This MOU is not an obligation or commitment of funds nor a basis for transfer of funds. Even where one party has agreed (or later does agree) to assume a particular financial responsibility, written agreement must be obtained before incurring an expense expected to be assumed by another party. All obligations of and expenditures by the parties are subject to their respective budgetary and fiscal processes and availability of funds pursuant to all laws, regulations, and policies applicable thereto. The parties acknowledge that there is no intimation, promise, or guarantee that funds will be available in future years.

20. SALARIES & BENEFITS: All JCDTF personnel serve in military status on full time NG duty. As such, the TXMF will pay all related salaries, allowances and benefits for JCDTF personnel. The supported LEA shall not pay any monetary bonus or other award to any JCDTF personnel without the advanced approval of the JCDTF Commander.

21. ASSET FORFEITURE SHARING: The supported LEA agrees that the TXMF may participate in asset forfeiture sharing. The TXMF will submit an application for a respective share, based upon the level of participation, in an investigation resulting in the seizure and subsequent forfeiture of assets. All forfeiture sharing shall be in accordance with applicable laws governing the disposition of forfeited assets.

22. LIABILITIES:

a. The participating agencies acknowledge that this MOU does not alter the applicable law governing civil liability, if any, arising from the conduct of personnel. In the event that a civil claim or complaint is brought against JCDTF personnel he/she may request legal representation and/or defense by the Law Enforcement Agency under the circumstances and pursuant to applicable statutes and regulations. The Law Enforcement Agency (LEA) cannot guarantee the United States will provide legal representation or indemnification to any Federal, State, or local law enforcement officer or employee.

b. The Agency acknowledges that the United States of America is liable for the negligent or wrongful acts or omissions of its agents and employees while acting within

the scope of their employment to the extent permitted by the Federal Tort Claims Act, as defined in Title 28 of the U.S.C.

c. No hold harmless agreements are required in agreements between JCDTF and any other Federal agencies. The Federal Government may not hold harmless a state or other jurisdiction. The CDC will contact the NG Chief Counsel (NGB-JA), through NGB-J32-CD if incidents arise with the possibility of civil liability on the part of the NG Member, the NG, or NG volunteers or when occurrence of negative judicial ruling based wholly or in part upon the conduct of NG members, or NG volunteers, including the suppression of evidence.

23. RENEGOTIATION/MODIFICATION: This MOU may be altered or otherwise modified, if done in writing. Changes to the scope of work or functions of JCDTF must be approved by the JCDTF Commander. Agreements must be renegotiated when laws, regulations, and/or support requirements change in such a manner that the agreement cannot be executed.

24. TERMINATION: Either party may terminate this MOU at any time by written or oral notification to the other party. If notification of termination is delivered orally, written confirmation shall follow within five (5) business days. The supported LEA recognizes that JCDTF personnel may be mobilized and called to active Federal military duty as part of their normal military unit. In addition, the supported LEA understands that JCDTF operations are subject to and dependent upon annual appropriated funding.

By affixing their signature to this MOU, each party affirmatively represents that they are authorized to enter into this MOU on behalf of their respective Agency.

SUZANNE D. ADKINSON
COL, MI, TXARNG
Commanding

(Date)

Ricardo Rodriguez,
Hidalgo County
Criminal District Attorney

10/23/15
(Date)

Jose V. Delgado
Hidalgo County
HIDTA Task Force Commander

10/21/15
(Date)

APPROVED AS TO FORM
Ricardo Rodriguez, Jr.
Hidalgo County District Attorney's Office

By: _____ Date: 10/23/15
Victor M. Garza, Assistant District Attorney

Texas Military Forces Joint Counterdrug Task Force
Support Request Form *(Detailed Instructions On Second Page)*

NGTX-JCD
COL Suzanne Adkinson
P.O. Box 5218
Austin, TX 78763-5218

Agency Information

1. **Requesting Agency:** HIDALGO COUNTY HIDTA TASK FORCE
2. **Agency Type:** *(Select One)* ○ Federal ○ State ● Local ○ Multi
3. **Name and title of requesting official:** JOSE DELGADO
4. **Date:**
5. **Phone number:** 956 381-0444
6. **E-mail Address:** jdelgado@hidtataskforce.us
7. **Supporting Agency(ies):** *(Enter all that apply Separate with comma)*

Position Information

8. **Category of support requested:** *Note: Only one category per Support Request Form* *(Select One)*

○ 2A Linguist Support	○ 2G CTF Support	○ 2E Crackdown	○ 4A LEA Training	○ 5B Aerial Recon Army	*Find Congressional District Here*
● 2B ICAS Support	○ 2H Map and Imagery	○ 3A Eradication	○ 5A Ground Recon	○ 6C Coalition Support	
○ 2D Communications	○ 9A Ringgold	○ 3B Transportation	○ 5B Aerial Recon Air	○ Other	

9. **Support location:** **Street Address:** 3100 S. BUSINESS 281 **City:** EDINBURG **Zip:** 78539 **Cong. Dist:** 15TH

(10, 11, 12, 13 and 14 only apply to Year Long support)

10. **How many personnel are you requesting for the category selected above?** 1

11. **Names of National Guard Personnel Assigned:** *Note: Do not include temporary hires*
CARLA BAUTISTA

12. **If you are currently receiving support for this mission, how many personnel are assigned?** *Note: Do not include temporary hires* 0

13. **Security Clearance Required:** *(Select One)* ○ None ○ NCIC/TCIC ● Secret ○ Top Secret

14. **Foreign Language Required:** *(Select One)* ○ Yes ● No
If Yes: *(Select all that apply)* ☐ Read ☐ Write ☐ Speak
What language?

15. **Position Supported Is:** *(Select One)* ● Non HIDTA Funded *(Skip to Step 18)* ○ HIDTA Funded *(Go To Step 16)*

16. **Which HIDTA does it fall under?** *(Select One If Applicable)* ○ Houston ● SWB South Texas ○ SWB North Texas ○ Texoma

17. **Which HIDTA Initiative?** SWB STX - Hidalgo County DA HIDTA Task Force

18. **Does Non HIDTA funded agency participate with HIDTA?** ● Yes ○ No

Support Description

19. **Dates of support requested:** From: OCT 2015 To: SEPT 2016

20. **Have you coordinated support with element requested?** ● Yes ○ No

21. **Briefly describe drug nexus:** *(Do not state LEA Sensitive information)*
Targeted illicit drugs include, but are not limited to, marijuana, cocaine, heroin, and methamphetamine. The mission is accomplished by enhancing and coordinating drug enforcement and asset identification and removal among federal, state

22. **Name and title of main point of contact:** JOSE DELGADO, COMMANDER

23. **Phone number:** 956 381-0444

24. **E-mail Address:** jdelgado@hidtataskforce.us

Duty Description

25. List the anticipated daily activities of the requested individual and any specific knowledge or skills required.
Attach a continuation sheet if more space is needed.
[If the Agency needs to deviate significantly from these descriptions in the future, the requesting official or his/her designated official must contact their Texas Military Forces Joint Counterdrug Task Force Component OIC or the JCDTF Operations Section at (512) 782 - 6262 prior to doing so.]

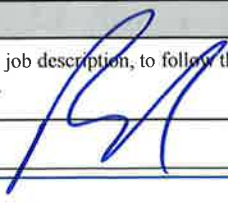
Receives a large volume of specialized sensitive information. Organizes and delivers briefing/written packages based on knowledge of specific information needed. Disseminates acquired intelligence information in response to requests from various agencies in order to aid with criminal investigation. Maintains security of criminal record and criminal intelligence information for the purpose of complying with federal and state laws. Contacts or consults with various agencies to obtain intelligence information or gain referrals for research to fulfill requests.

Legal Restrictions on National Guard Support

26. National Guard Personnel will *NOT* -
* Participate in real time transcription or translation of oral or wire intercepts.
* Participate in direct contact with suspects during investigative or interrogative interviews.
* Participate in surveillance directed against specific U.S. persons; physical collection of evidence; pursuit or arrest of individuals; or search and seizures.
* Become involved in the evidentiary chain of custody.
* Store or maintain law enforcement agency (LEA) / case related information outside of an LEA facility.

Requesting Official Signature

By signing below, the requesting official agrees to the job description, to follow the legal restrictions, and to disseminate this information to the law enforcement supervisors of National Guard personnel.

Signature of requestor:  Date: 10/21/15

Texas Military Forces Joint Counterdrug Task Force Support Request Form

NGTX-JCD
COL Suzanne Adkinson
P.O. Box 5218
Austin, TX 78763-5218

INSTRUCTIONS TO COMPLETE SUPPORT REQUEST FORM

1. Requesting Agency: Enter specific Law Enforcement Agency/Community Based Organization requesting support. Include specific department.
(e.g. CID, MDS, CLAVE, Narcotics; If JTF-North Support Request enter JTF-North or JTF-North ISO CBP)
If HIDTA, enter Major HIDTA and Law Enforcement Agency National Guard member is physically located.
(e.g. Houston HIDTA / DEA MDS; South Texas HIDTA / USMS)
2. Agency Type: Choose One (1) to determine agency or agencies participating in investigations.
3. Name and Title of Requesting Official: Name of LEA/CBO direct supervisor.
4. Date: Date submitting request.
5. Phone Number: LEA/CBO direct supervisor phone number.
6. E-Mail Address: LEA/CBO direct supervisor e-mail address.
7. Supporting Agency: Enter any supporting law enforcement agency that is assisting.
(If JTF-North Support Request enter agency JTF-North is supporting)

8. Category of Support Requested: Choose One (1) support type requested per support request form.
9. Support location: Street Address: City: Zip: Congressional District: Enter specific address and Congressional District of duty location where National Guard personnel will be assigned.
www.fyi.legis.state.tx.us/address.aspx Only add Texas U.S. Representatives Congressional District

The following questions (10, 11, 12, 13 and 14 only) only pertain to Year Long support.
10. How many personnel are you requesting for the category selected above? Enter desired amount of National Guard personnel requested for the support type requested.
11. If you are currently receiving support for this mission, how many personnel are assigned? Enter number of National Guard personnel currently assigned to LEA/CBO.
12. Names of National Guard Personnel Assigned: Enter Rank, First and Last Name(s) of National Guard personnel currently assigned to LEA/CBO.
13. Security Clearance Required: Choose One (1) security clearance type if clearance is required.
14. Foreign Language Required: If a foreign language is required, choose all tasks needed and what language is required.

15. Position Supported Is: Choose whether LEA/CBO is HIDTA Funded or Non-HIDTA Funded. HIDTA Participating is not HIDTA Funded. Only choose HIDTA Funded Agency if LEA/CBO is actually funded by HIDTA by a HIDTA Initiative. If Non-HIDTA Funded, Skip to Step 18.
16. Which HIDTA does it fall under? Only if a HIDTA Funded Agency, Choose One (1) major HIDTA in which your HIDTA Funded Agency falls under.
17. Which HIDTA Initiative? Only if a HIDTA Funded, Choose One (1) HIDTA Funded Initiative which funds the HIDTA Funded within the drop down menu. Be sure to choose only the Initiative within the major HIDTA your HIDTA Funded falls under. If HIDTA Initiative is not located in the drop down menu, please write in initiative and provide documentation showing initiative exists. Initiatives pulled from HIDTA Watch Center 311 dated April 2011.
18. Does Non HIDTA funded agency participate with HIDTA? If your Non-HIDTA Funded does or does not participate in HIDTA file sharing, etc using HIDTA databases, etc then choose Yes or No.

19. Dates of support requested: Enter the dates using the calendar of support days requested.
20. Have you coordinated support with element requested? Choose Yes or No to if your agency has coordinated support with requested element (e.g. SOD, CDAE or RC-26).
21. Briefly describe drug nexus: (Do not state LEA sensitive information): Describe the drug nexus which Texas National support is requested. Ensure you do not provide LEA sensitive information.
22. Name and Title of main point of contact: Provide the name of the lead case officer that will be the main point of contact for requested support.
23. Phone Number: Provide the phone number of the lead case officer that will be the main point of contact for requested support.
24. E-Mail Address: Provide the e-mail address of the lead case officer that will be the main point of contact for requested support.

25. List the anticipated daily activities of the requested individual and any specific knowledge or skills required. Include all daily activities to duty description that National Guard members will be completing.

26. National Guard Personnel will *NOT* - List of items and tasks National Guard personnel that are unauthorized and legally not allowed to accomplish.

AI-51926 **HIDTA - Task Force** **11. D.**

CC - REGULAR

Meeting Date: 10/27/2015

Submitted By: Nelda Olivarez, HIDTA

Department: HIDTA

Information

CAPTION

Authorization and approval to accept the Memorandums of Understanding between the Hidalgo County HIDTA Task Force and the City of Clarkston Police Department County of Dekalb, Georgia.

BACKGROUND

In July 2015, Hidalgo County HIDTA Task Force was assisted by the City of Clarkston Police Department, County of Dekalb, Georgia Task Force. Their assistance ensured the safety and success of this on going HIDTA investigation.

This on-going investigation had lead to several seizures, which HIDTA has filed under the "Texas Code of Criminal Procedure, Chapter 59. Forfeiture of Contraband". If awarded, forfeited proceeds will be shared by HIDTA with participating law enforcement agencies.

Fiscal Impact

Attachments

MOU

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	10/22/2015 01:14 PM
Purchasing Department	Monica Badillo	10/23/2015 07:16 PM

Form Started By: Nelda Olivarez Started On: 10/22/2015 09:16 AM

Final Approval Date: 10/23/2015

STATE OF TEXAS §
§
HIDALGO COUNTY §

MEMORANDUM OF UNDERSTANDING

WHEREAS, this MEMORANDUM OF UNDERSTANDING agreement is entered into by and between the **HIDALGO COUNTY HIDTA TASK FORCE,** County of Hidalgo, Texas, hereinafter referred to as **"HIDTA"**, and the **CITY OF CLARKSTON POLICE DEPARTMENT, COUNTY OF DEKALB, GEORGIA** hereinafter referred to as **"LAW ENFORCEMENT AGENCY."**

WHEREAS, HIDTA and the **LAW ENFORCEMENT AGENCY** have law enforcement and crime prevention goals and initiatives; and ties and to further enhance and serve to encourage further cooperation among federal, state(s) and local law enforcement agencies; and

WHEREAS, the HIDTA and the **LAW ENFORCEMENT AGENCY** seek to further enhance and serve to encourage further cooperation among federal, state(s) and local law enforcement agencies; and

WHEREAS, HIDTA and the **LAW ENFORCEMENT AGENCY** have heretofore entered into an agreement providing for the exchange of governmental services relating to law enforcement and crime prevention; and

WHEREAS, HIDTA and the **LAW ENFORCEMENT AGENCY** participated in an joint investigation(s) and

WHEREAS, HIDTA filed case under the "Texas Code of Criminal Procedure Chapter 59", that may results in asset forfeiture; and the proceeds of which may be distributed among participating agencies,

THEREFORE, the parties hereto agree as follows:

1. **LAW ENFORCEMENT AGENCY** may request a share of the forfeited property by submitting a properly executed Form ATP (Application for Transfer of Hidalgo County HIDTA Task Force Forfeiture Property).

    a. A separate Form ATP must be completed per investigation(s) and/or seizure.

2. **LAW ENFORCEMENT AGENCY** is aware that Form ATP must be submitted within 90-days after the seizure. The 90-days rule may be waived by **HIDTA** in exceptional circumstances upon a written request stating the reasons for the late submission of the sharing request which would justify the waiver. The waiver request must accompany Form ATP.

3. **LAW ENFORCEMENT AGENCY** knowledge's that sharing percentage will be based on the degree of participation in the investigation (s)

4. **LAW ENFORCEMENT AGENCY** will submit a Hidalgo County Purchasing Department Bidder/Vendor Application and Form W-9.

5. **LAW ENFORCEMENT AGENCY** knowledge's that shared funds shall be used for law enforcement purposes only.

6. **HIDTA** will disburse awarded shared funds in accordance with Form TOC (the Hidalgo County HIDTA Decision Form for Transfer of Chapter 59 Forfeited Property).

   a. The terms apply only to the distribution of property/proceeds awarded in connection joint investigations, and on a case by case basis between **HIDTA** and **LAW ENFORCEMENT AGENCY**

   b. This does not bind **HIDTA** or **LAW ENFORCEMENT AGENCY** to any other matters involving the sharing and distribution of proceeds of contraband forfeitures.

7. 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.

8. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas.

EXECUTED IN DUPLICATE COPIES, EACH OF WHICH SHALL HAVE THE FULL FORCE AND EFFECT OF AN ORIGINAL, TO BE EFFECTIVE UPON DATE OF FINAL EXECUTION BY PARTIES.

COUNTY OF HIDALGO

By: _____ _____
Ramon Garcia, County Judge — Date

By: _____ 10/23/15
Ricardo Rodriguez, District Attorney — Date

By: Christine Hudson 10-4-15
Christine A. Hudson, Clarkston Police. Dept. Chief — Date

By: _____ 10/2/15
Jose V. Delgado, HIDTA Commander — Date

ATTEST:

_____
Arturo Guajardo, Jr. Hidalgo County Clerk

APPROVED AS TO FORM
Hidalgo County District Attorney's Office
By: _____ Date: 10/23/15
Victor M. Garza, Assistant District Attorney

AI-51908 **HIDTA - Task Force** **11. E.**

CC - REGULAR

Meeting Date: 10/27/2015

Submitted By: Nelda Olivarez, HIDTA

Department: HIDTA

Information

CAPTION

Authorization and approval to amend the 2014 Equitable Sharing Agreement and Certification Report.

BACKGROUND

Caroline Dingess, with the U.S. Department of Justice informed HIDTA that "Non-categorized" expenditures reported in the 2014 Equitable Sharing Report should be reported under other categories and an amended report was required.

Fiscal Impact

Attachments

Amended

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	10/22/2015 08:47 AM
Purchasing Department	Monica Badillo	10/23/2015 07:16 PM
Form Started By: Nelda Olivarez		Started On: 10/20/2015 04:28 PM
Final Approval Date: 10/23/2015		

OMB Number 1123-0011
Expires January 31, 2018

Equitable Sharing Agreement and Certification

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

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

Agency Name: Hidalgo County HIDTA Task Force

NCIC/ORI/Tracking Number: T X 1 0 8 2 7 0 0

Mailing Address: P.O. Box 5718

City: McAllen **State:** TX **Zip:** 78502

Finance Contact: First: Nelda Last: Olivarez
Phone: 956 381-0444 Email: nolivarez@hidtataskforce.us

Preparer: First: Nelda Last: Olivarez
☐ Same as Finance Contact Phone: 956 381-0444 Email: nolivarez@hidtataskforce.us

Last FY End Date: 12/31/2014 **Agency Current FY Budget:** $1,034,182.38

○ **New Participant:** Read Equitable Sharing Agreement and sign Affidavit
○ **Existing Participant:** Complete Annual Certification Report, read Equitable Sharing Agreement, and electronically sign Affidavit
◉ **Amended Form:** Revise Annual Certification Report, read Equitable Sharing Agreement, and electronically sign Affidavit

Annual Certification Report

	Summary of Equitable Sharing Activity	Justice Funds[1]	Treasury Funds[2]
1	Beginning Equitable Sharing Funds Balance (Must match Ending Balance from prior FY)	$49,153.51	$1,485,391.33
2	Equitable Sharing Funds Received	$558,457.98	
3	Equitable Sharing Funds Received from Other Law Enforcement Agencies and Task Forces (Complete Table B)		
4	Other Income		
5	Interest Income ○ Non-Interest Bearing ◉ Interest Bearing	$157.37	$1,610.29
6	Total Equitable Sharing Funds (total of lines 1 - 5)	$607,768.86	$1,487,001.62
7	Equitable Sharing Funds Spent (total of lines a - n below)	$37,157.76	$241,078.54
8	Ending Equitable Sharing Funds Balance (difference between line 7 and line 6)	$570,611.10	$1,245,923.08

[1] Department of Justice Asset Forfeiture Program participants are: FBI, DEA, ATF, USPIS, USDA, DCIS, DSS, and FDA.

[2] Department of the Treasury Asset Forfeiture Program participants are: IRS, ICE, CBP, AND USSS.

	Summary of Shared Funds Spent	Justice Funds	Treasury Funds
a	Law enforcement operations and investigations	$30,289.47	$47,422.83
b	Training and education		$13,576.60
c	Law enforcement, public safety, and detention facilities	$4,704.65	$118,685.47
d	Law enforcement equipment	$2,163.64	$961.55
e	Joint law enforcement/public safety operations		
f	Contracting for services		
g	Law enforcement travel and per diem		
h	Law enforcement awards and memorials		
i	Drug, gang, and other education or awareness programs		
j	Matching grants (Complete Table C)		
k	Transfers to other participating law enforcement agencies (Complete Table D)		$20,000.00
l	Support of community-based programs (Complete Table E)		
m	Non-categorized expenditures (Complete Table F)		
n	Salaries (Complete Table G)		$40,432.09
	Total:	$37,157.76	$241,078.54

Please fill out the following tables, if applicable.

Table A: Members of Task Force

Agency Name	NCIC/ORI/Tracking Number
Hidalgo County Criminal District Attorney	TX1080150A
Hidalgo County HIDTA Task Force	TX1082700
Hidalgo County Constable's Office Pct 3	TX1082000
McAllen Independent School District PD (K-9)	TX1082600
Bureau of Alcohol, Tobacco & Firearms (ATF)	TXIN50504
Drug Enforcement Administration (DEA)	TXDEA1300
Federal Bureau of Investigation (FBI)	TXFBIMA00
U.S. Marshal's Service (USMS)	USM1081000

Agency Name	NCIC/ORI/Tracking Number
U.S. Customs and Border Protection	TX15S0504
Internal Revenue Service (IRS)	TXIRS0701
Texas Alcoholic Beverage Commission (TABC)	TX2270700

Table B: Equitable Sharing Funds Received from other Agencies

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

Table C: Matching Grants

Matching Grant Name	Justice Funds	Treasury Funds

Table D: Transfers to Other Participating Law Enforcement Agencies

Receiving Agency Name, City, and State	Justice Funds	Treasury Funds
Agency Name: Hidalgo County Constable's Office Pct. 3		$10,000.00
NCIC/ORI/Tracking Number: TX10802600		
Agency Name: McAllen Independent School District PD (K-9)		$10,000.00
NCIC/ORI/Tracking Number: TX10826600		

Table E: Support of Community-based Programs

Recipient	Justice Funds	Treasury Funds

Table F: Expenditures not Categorized in (a) - (n) Above

Description	Justice Funds	Treasury Funds

Table G: Salaries

Salary Type	Justice Funds	Treasury Funds
(●) Overtime ( ) Match for Federal Salary Grant ( ) DARE/SRO Officer ( ) Federal Task Force Replacement Officer		$40,432.09

Table H: Civil Rights Cases

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

Paperwork Reduction Act Notice

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

Equitable Sharing Agreement

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

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

2. **Signatories.** This agreement must be electronically signed by the head of the Agency and the head of the governing body. Examples of Agency heads include police chief, sheriff, director, commissioner, superintendent, administrator, chairperson, secretary, city attorney, county attorney, district attorney, prosecuting attorney, state attorney, commonwealth attorney, and attorney general. The governing body's head is the head of the agency that appropriates funding to the Agency. Examples of governing body heads include city manager, mayor, city council chairperson, county executive, county council chairperson, director, secretary, administrator, commissioner, and governor. The governing body head cannot be from the law enforcement agency and must be from a separate entity.

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

4. **Transfers.** Before the Agency transfers funds to other state or local law enforcement agencies, it must first verify with the Department of Justice that the receiving agency is a current and compliant Equitable Sharing Program participant. Transfers of tangible property are not permitted.

5. **Internal Controls.** The Agency agrees to account separately for federal equitable sharing funds received from the Department of Justice and the Department of the Treasury. Funds from state and local forfeitures, joint law enforcement operations funds, and other sources must not be commingled with federal equitable sharing funds.

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

The misuse or misapplication of shared resources or supplantation of existing resources with shared assets is prohibited. The Agency must follow its jurisdiction's procurement policies when expending shared funds. Failure to comply with any provision of this agreement shall subject the recipient agency to the sanctions stipulated in the current edition of the *Guide.*

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

7. **Freedom of Information Act.** Information provided in this Document is subject to the FOIA requirements of the Department of Justice and the Department of the Treasury.

Affidavit

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

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

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

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

Agency Head Electronic Signature

Name: Ricardo Rodriguez Title: Criminal District Attorney

Email: ricardo.rodriguez@da.co.tx.us

To the best of my knowledge and belief, the information provided on this form is true and accurate and has been reviewed and authorized by the Law Enforcement Agency Head whose name appears above. Entry of the Agency Head name above indicates his/her acceptance of and agreement to abide by the policies and procedures set forth in the *Guide to Equitable Sharing for State and Local Law Enforcement Agencies*, including ensuring permissibility of expenditures and following all required procurement policies and procedures. Entry of the Agency Head name above also indicates his/her acceptance of and agreement to abide by requirements set forth in this Equitable Sharing Agreement, and any policies or procedures issued by the Department of Justice or the Department of the Treasury related to the Asset Forfeiture or Equitable Sharing Programs. The Law Enforcement Head also certifies that no items on the Prohibited List, as detailed in "Recommendations Pursuant to Executive Order 13688", were purchased with equitable sharing funds after May 18, 2015.

Governing Body Head Electronic Signature

Name: Ramon Garcia Title: Hidalgo County Judge

Email: ramon.garcia@co.hidalgo.us

To the best of my knowledge and belief, the agency's current fiscal year budget reported on this form is true and accurate and the Governing Body Head whose name appears above certifies that the agency's budget has not been supplanted as a result of receiving equitable sharing funds. Entry of the Governing Body Head name above indicates his/her acceptance of and agreement to abide by the policies and procedures set forth in the *Guide to Equitable Sharing for State and Local Law Enforcement Agencies*, this Equitable Sharing Agreement, and any policies or procedures issued by the Department of Justice or the Department of the Treasury related to the Asset Forfeiture or Equitable Sharing Programs.

☐ I certify that I am authorized to submit this form on behalf of the Agency Head and the Governing Body Head.

Final Instructions:

Step 1: Click to save for your records
Step 2: Click to save in XML format

Step 3: Email the XML file to aca.submit@usdoj.gov

AI-51928 **HIDTA - Task Force** **11. F.**

CC - REGULAR

Meeting Date: 10/27/2015

Submitted By: Nelda Olivarez, HIDTA

Department: HIDTA

Information

CAPTION

Presentation for discussion, consideration, and approval to accept the Memorandum of Understanding (s) between Hidalgo County and the Hidalgo County HIDTA Task Force.

Hidalgo County HIDTA will reimburse Hidalgo County for the following:
1. Janitorial Services at the HIDTA building (s)
2. Utility Services at the HIDTA building (s)

BACKGROUND

The Hidalgo County HIDTA Task Force is solely responsible to reimburse Hidalgo County for "Janitorial and Utility" services rendered at the
HIDTA location (s).

The Memorandum of Understanding (s) between Hidalgo County and the Hidalgo County HIDTA Task Force have been reviewed and approved
by legal counsel.

Fiscal Impact

FISCAL YEAR: 2015 **ACCT. #:** 5-1252-412-00-270-012-0-423

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

BUDGETARY IMPACT:

Funds available as of 10/23/15.

FISCAL YEAR: 2015 **ACCT. #:** 5-1252-412-00-270-012-0-411/421/622

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

BUDGETARY IMPACT:

Funds available as of 10/23/15.

Attachments

MOU Janitorial Services

MOU Utility Services

Form Review

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

Budget & Management	Veronica Ortiz	10/22/2015 01:14 PM
Purchasing Department	Monica Badillo	10/23/2015 07:16 PM

Form Started By: Nelda Olivarez Started On: 10/22/2015 10:13 AM

Final Approval Date: 10/23/2015

STATE OF TEXAS §
§
COUNTY OF HIDALGO §

MEMORANDUM OF UNDERSTANDING
BETWEEN
THE COUNTY OF HIDALGO
AND
THE HIDALGO COUNTY HIDTA TASK FORCE

This Agreement is entered in by the **HIDALGO COUNTY HIDTA TASK FORCE** hereinafter referred to as **"HIDTA"** and the **COUNTY OF HIDALGO** hereinafter referred to as **"COUNTY"** for the purpose of the reimbursement of janitorial services, incurred by **HIDTA**.

WHEREAS, HIDTA and the **COUNTY** are located in close proximity and have close government ties; and

WHEREAS, HIDTA, located at 3100 South Closner, Foxtrot Building, Edinburg, Texas (the **"Building"**), and occupies four thousand three hundred and sixteen square feet (4,316 sq. ft.), would benefit from janitorial services as provided by the **COUNTY.**

NOW, THEREFORE, HIDTA and the **COUNTY,** in consideration of the mutual covenants expressed hereinafter, agree as follows:

1. **COUNTY** agrees to perform janitorial services to the **Building** as further described in this Agreement.

2. **HIDTA** agrees to be solely responsible to **COUNTY** in the amount of Five Hundred Twenty and no/100th ($520.00) per month as consideration for janitorial services provided by **COUNTY**.

3. **HIDTA** agrees to reimburse **COUNTY** within the thirty (30) days of receipt of the invoice from **COUNTY.**

4. **Term.** This Agreement shall begin on January 1, 2016 and terminate on December 31, 2020.

5. **COUNTY** agrees to perform daily janitorial services in the office areas of the **Building** as follows:

- Emptying all wastebaskets and trash receptacles;
- Removing waste to designated areas;
- Sweeping and moping all hard surface floors as needed;
- Dusting or damp wiping desks and furniture;
- Spot cleaning all glass furniture, mirrors, and glass partitions;
- Vacuuming all carpeted areas.

6. **COUNTY** agrees to perform daily janitorial services in the restroom areas of the **Building** as follows:

- Damp wiping and polishing all restroom dispensers and refilling tissue, towels, and soap dispensers;
- Emptying, cleaning, and sanitizing, waste receptacles;
- Replacing all receptacle bags daily;
- Cleaning and polishing all restroom shelves, mirrors, and bright metals;
- Wet moping restroom floor with an odorless disinfectant solution with shine enhancer.

7. **HIDTA** and **COUNTY** will coordinate work schedules in order to provide for minimal disruption of operations of the **Building**.

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

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

10. **Entire Agreement.** This Agreement contains the entire contract among the parties hereto, and each party acknowledges that no other party has made (either directly or through any agent or representative) any representation or agreements in connection with this Agreement not specifically set forth herein. This Agreement may be modified or amended only by agreement, in writing, executed by **COUNTY** and **HIDTA,** and not otherwise.

11. **Texas Law to Apply.** This agreement shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Hidalgo County, Texas. The parties hereby consent to personal jurisdiction in Hidalgo County, Texas.

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

If to **HIDTA:** Jose V. Delgado, Commander
Hidalgo County HIDTA Task Force
P.O. Box 5719
McAllen, Texas 78502

If to **COUNTY:** County of Hidalgo
Attention: Ramon Garcia, County Judge
P.O. Box 1356
Edinburg, Texas 78540-0758

With copy to: Ricardo Rodriguez, Jr.
Hidalgo County Criminal District Attorney
100 N. Closner
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.

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. **Authority to Execute.** The execution and performance of this Agreement by each of the parties have been duly authorized by all necessary laws, resolutions, ordinances, or government body action, and this Agreement constitutes the valid and enforceable obligations of the parties hereto in accordance with its terms.

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

16. **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 thirty (30) 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 provision of Tex. Loc. Govt. Code Ann. 271.903.

17. **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.

WHEREAS, the life of this agreement becomes effective on the date it is signed by both parties. It remains in force unless explicitly terminated, in writing, by either party.

COUNTY OF HIDALGO:

_____ _____

Ramon Garcia, Hidalgo County Judge
Date

HIDALGO COUNTY CRIMINAL DISTRICT ATTORNEY'S OFFICE:

_____ 10/23/15

Ricardo Rodriguez, Criminal District Attorney Date

ATTEST:

_____ _____

Arturo Guajardo, Jr. Hidalgo County Clerk Date

APPROVED AS TO FORM

Ricardo Rodriguez, Jr.
Hidalgo County Criminal District Attorney's Office

By: _____ Date: 10/23/15

Victor M. Garza, Assistant District Attorney

STATE OF TEXAS §

COUTY OF HIDALGO §

MEMORANDUM OF UNDERSTANDING BETWEEN
THE COUNTY OF HIDALGO
AND
THE HIDALGO COUNTY HIDTA TASK FORCE

This Agreement is entered into by the **HIDALGO COUNTY HIDTA TASK FORCE ("HIDTA")** hereinafter referred to as **"HIDTA"** and the **COUNTY OF HIDALGO ("COUNTY")** hereinafter referred to as **"COUNTY"** for the purpose of the reimbursement of electricity, water, sewer, and garbage services ("utility services"), incurred by HIDTA.

WHEREAS, HIDTA, located at 3100 South Closner, Foxtrot Building, Edinburg, Texas (the **Building**) and the **COUNTY** share the same physical location source, and HIDTA occupies four thousand three hundred and sixteen square feet (4,316 sq. ft.) out of the sixteen thousand nine hundred eight-two sq. ft. (16,982 sq. ft.) total powered area; and

WHEREAS, HIDATA occupies approximately twenty five percent (25%) of the physical location and utilizes approximately twenty five (25%) of the utility services and not be a financial burden on the **COUNTY**.

NOW, THEREFORE, HIDTA and the **COUNTY,** in consideration of the mutual covenants expressed hereinafter, agree as follows:

1. **COUNTY** agrees to provide utility services to the **Building** as further described in this Agreement.

2. **HIDTA** will reimburse twenty-five percent (25%) of the monthly utility services incurred by the **COUNTY** (for the physical location HIDTA shares with County):

3. **HIDTA** agrees to be solely responsible to **COUNTY** twenty-five percent (25%) of the monthly utility services incurred by the **COUNTY** (for the physical location HIDTA shares with County):

4. **HIDTA** agrees to reimburse **COUNTY** within the thirty (30) days of receipt of the invoice from **COUNTY.**

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

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

7. **Entire Agreement.** This Agreement contains the entire contract among the parties hereto, and each party acknowledges that no other party has made (either directly or through any agent or representative) any representation or agreements in connection with this Agreement not specifically set forth herein. This Agreement may be modified or amended only by agreement, in writing, executed by **COUNTY** and **HIDTA,** and not otherwise.

8. **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.

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

If to **HIDTA:** Jose V. Delgado, Commander
Hidalgo County HIDTA Task Force
P.O. Box 5719
McAllen, Texas 78502

If to **COUNTY:** County of Hidalgo
Attention: Ramon Garcia, County Judge
P.O. Box 1356
Edinburg, Texas 78540-0758

With copy to: Ricardo Rodriguez, Jr.

Hidalgo County Criminal District Attorney
100 N. Closner
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.

10. **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.

11. **Authority to Execute.** The execution and performance of this Agreement by each of the parties have been duly authorized by all necessary laws, resolutions, ordinances, or government body action, and this Agreement constitutes the valid and enforceable obligations of the parties hereto in accordance with its terms.

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

13. **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 thirty (30) 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 provision of Tex. Loc. Govt. Code Ann. 271.903.

14. **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.

WHEREAS, the life of this agreement becomes effective on the date it is signed by both parties. It remains in force unless explicitly terminated, in writing, by either party.

COUNTY OF HIDALGO:

Ramon Garcia, Hidalgo County Judge, _____ Date

HIDALGO COUNTY CRIMINAL DISTRICT ATTORNEY'S OFFICE:

Ricardo Rodriguez, Criminal District Attorney 10/23/15 Date

ATTEST:

Arturo Guajardo, Jr. Hidalgo County Clerk _____ Date

APPROVED AS TO FORM

Ricardo Rodriguez, Jr.
Hidalgo County Criminal District Attorney's Office

By: _____ Date: 10/23/15
Victor M. Garza, Assistant District Attorney

AI-51948 **Health & Human Services Dept.** **12. A.**

CC - REGULAR

Meeting Date: 10/27/2015

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/OT-UNIQUE grant contract #2016-004045-00 in the amount of $147,344.00 for the period of 11/05/2015 to 06/30/2016.
2. Requesting approval for County Judge to e-sign the grant contract, the Certification Regarding Lobbying statement and the Fiscal Federal Funding and Transparency Act Certification statement.
3. Requesting approval of the Certification of Revenue in the amount of $147,344.00.
4. Requesting approval of the budget appropriation in the amount of $147,344.00 in grant funds and $14,734.00 in local match funds.

BACKGROUND

07/21/15 - AI-50379 - Approval to submit grant application.

Fiscal Impact

FISCAL YEAR: 2016 **ACCT. #:** 5-1293-441-00-340-047-6-XXX

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

BUDGETARY IMPACT:

Requires 10% local match. Local match reserved during 2015 budget process. Reference account 5-1100-491-01-000-293-6-891.

Appropriation of funds in the total amount of $162,078.00.

Revenue Acct: 5-1293-331-12-340-047-6-000 CPS-OT-UNIQUE REVENUE

Attachments

Grant Contract
Budget Appropriation
COR

Form Review

Inbox	Reviewed By	Date

Budget & Management	Veronica Ortiz	10/23/2015 08:29 AM
Manuel Chapa	Manuel Chapa	10/23/2015 02:18 PM
Purchasing Department	Monica Badillo	10/23/2015 07:16 PM
Form Started By: Mike Escaname		Started On: 10/22/2015 04:46 PM
Final Approval Date: 10/23/2015		

DEPARTMENT OF STATE HEALTH SERVICES
CONTRACT 2016-004045-00

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 $147,344.00.

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 11/05/2015 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: As applicable, DSHS enters into this Contract under the authority of Texas Health and Safety Code Chapters 12 or 1001 or Texas Government Code Chapters 531, 771, 791 or 2155.

6. Program Name: CPS/OT-UNIQUE CPS – One Time Discretionary Unique Contracts

7. Statement of Work:

STATEMENT OF WORK:

A. The Contractor will complete one time funding activities during the term of this Contract that aligns with one or more of the 15 PHEP capabilities by performing activities that support the Public Health Emergency Preparedness Cooperative Agreement (Funding Opportunity Number CDC-RFA-TP12-120104CONT15) from the Centers for Disease Control and Prevention (CDC).
The total amount of this Contract will not exceed $147,344.00.

Contractor will perform the activities required under this Contract in the Service Area designated in the most recent version of Section 8. "Service Area" of this contract.

CDC's five-year PHEP – Hospital Preparedness Program (HPP) Cooperative Agreement seeks to align PHEP and HPP programs by advancing public health and healthcare preparedness.

B. The Contractor will address the following CDC PHEP Capabilities that are specific to the Funding Award.

1. Capability 1 – Community Preparedness is the ability of communities to prepare for, withstand, and recover – in both the short and long terms – from public health incidents.

2. Capability 2 – Community Recovery is the ability to collaborate with community partners, e.g., healthcare organizations, business, education, and emergency management) to plan and advocate for the rebuilding of public health, medical, and mental/behavioral health systems to at least a level of functioning comparable to pre-incident levels and improved levels where possible.

3. Capability 3 – Emergency Operations Center Coordination is ability to direct and support an event or incident with public health or medical implications by establishing a standardized, scalable system of oversight, organization, and supervision consistent with jurisdictional standards and practices with the National Incident Management System.

4. Capability 4 – Emergency Public Information and Warning is the ability to develop, coordinate, and disseminate information, alerts, warnings, and notifications to the public and incident management responders.

5. Capability 5 – Fatality Management is the ability coordinate with other organizations (e.g., law enforcement, healthcare, emergency management, and medical examiner/coroner) to ensure the proper recovery, handling, identification, transportation, tracking, storage, and disposal of human remains and personal effects; certify cause of death, and facilitate access to mental/behavioral health services to the family members, responders, and survivors of an incident.

6. Capability 6 – Information Sharing is the ability to conduct multijurisdictional, multidisciplinary exchange of health-related information and situational awareness data among federal, state, local, territorial, and tribal levels of government, and the private sector. This capability includes the routine sharing of information as well as issuing of public health alerts to federal, state, local, territorial, and tribal levels of government and the private sector in preparation for and in response to events or incidents of public health significance.

7. Capability 7 – Mass Care is the ability to coordinate with partner agencies to address the public health, medical, and mental/behavioral health needs of those impacted by an incident at a congregate location.

This capability includes the coordination of ongoing surveillance and assessment to ensure that local health needs to continue to me met as the incident evolves.

8. Capability 8 – Medical Countermeasure Dispensing is the ability to provide medical countermeasures (including vaccines, antiviral drugs, antibiotics, antitoxin, etc.) in support of treatment or prophylaxis (oral or vaccination) to the identified population in accordance with public health guidelines and/or recommendations.

9. Capability 9 – Medical Material Management and Distribution is the ability to acquire, maintain (e.g., cold chain storage or other storage protocol), transport distribute, and track medical material (e.g., pharmaceuticals, gloves, masks, and ventilators) during an incident and to recover and account for unused medical material, as necessary, after an incident.

10. Capability 10 – Medical Surge is the ability to provide adequate medical evaluation and care during events that exceed the limits of the normal medical infrastructure of an affected community. It encompasses the ability of the healthcare system to survive a hazard impact and maintain or rapidly recover operations that were compromised.

11. Capability 11 – Non-Pharmaceutical Interventions is the ability to recommend to the applicable lead agency (if not public health) and implement, if applicable, strategies for disease, injury, and exposure control. Strategies include the following: isolation and quarantine; restrictions on movement and travel advisory/warnings; social distancing; external decontamination; hygiene; and precautionary behaviors.

12. Capability 12 – Public Health Laboratory Testing is the ability to conduct rapid and conventional detection, characterization, confirmatory testing, data reporting, investigative support, and laboratory networking to address actual or potential exposure to all-hazards. Hazards include chemical, radiological, and biological, and biological agents in multiple matrices that may include clinical samples, food, and environmental samples (e.g., water, air, and soil). This capability supports routine surveillance, including pre-event incident and post-exposure activities.

13. Capability 13 – Public Health Surveillance and Epidemiological Investigations is the ability to create, maintain, support and strengthen routine surveillance and detection systems and epidemiological investigation processes, as well as to expand these systems and processes in response to incidents of public health significance.

14. Capability 14 – Responder Safety and Health describes the ability to protect public health agency staff responding to an incident and the ability to support the health and safety needs of hospital and medical facility personnel, if requested.

15. Capability 15 – Volunteer Management is the ability to coordinate the identification, recruitment, registration, credential verification, training and engagement of volunteers to support the jurisdictional public health agency’s response to incidents of public health significance.

C. Contractor will not exceed the total amount of this Contract..

D. Contractor will comply with all applicable federal and state laws, rules, and regulations including, but not limited to, the following:
1. Public Law 107-188, Public Health Security and Bioterrorism Preparedness and Response Act of 2002;
2. Public Law 113-05, Pandemic and All-Hazards Preparedness Reauthorization Act; and
3. Texas Health and Safety Code Chapter 81.

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

F. The following documents and resources are incorporated by reference and made a part of this Contract:

1. DSHS and CDC Public Health Emergency Preparedness Cooperative Agreement, Funding Opportunity Number: CDC-RFA-TP12-120102CONT14;
2. Public Health Preparedness Capabilities: National Standards for State and Local Planning, March 2011:
http://www.cdc.gov/phpr/capabilities/DSLR_capabilities_July.pdf;
3. Presidential Policy Directive 8/PPD-8, March 30, 2011:
http://www.hlswatch.com/wp-content/uploads/2011/04/PPD-8-Preparedness.pdf;
4. Homeland Security Exercise and Evaluation Plan (HSEEP) Documents:
https://hseep.dhs.gov/pages/1001_HSEEP7.aspx;
5. Ready or Not? Have a Plan; Surviving Disaster: How Texans Prepare (videos):
http://www.texasprepares.org/survivingdisaster.htm; and
6. Preparedness Program Guidance(s) as provided by DSHS and CDC.

G. 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.

H. 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.

I. In the event of a public health emergency involving a portion of the state, Contractor will mobilize and dispatch staff or equipment purchased with funds from the previous PHEP cooperative agreement and that are not performing critical duties in the jurisdiction served to the affected area of the state upon receipt of a written request from DSHS. This provision is not applicable if the Contractor is an institution of higher education or a poison control center.

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

K. 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.

L. DSHS reserves the right, where allowed by legal authority, to redirect funds in the event of financial shortfalls. DSHS will monitor Contractor's expenditures on a quarterly basis. If expenditures are below that projected in Contractor's total Contract amount, Contractor's budget may be subject to a decrease for the remainder of the Term of the Contract. If applicable, vacant positions existing after ninety days may result in a decrease in funds.

M. 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; and

2. Submit reports as requested by DSHS to satisfy information-sharing Requirements set forth in Texas Government Code, Sections 421.071 and 421.072 (b) and (c).

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

N. In the event of a local, state, or federal emergency the Contractor has the authority to utilize approximately five percent of the Contractor's staff's time supporting this Contract for response efforts. DSHS will reimburse Contractor up to five percent of this Contract funded by CDC for personnel costs responding to an emergency event. Contractor will maintain records to document the time spent on response efforts for auditing purposes. Allowable activities also include participation of drills and exercises in the pre-event time period. Contractor will notify the Assigned Contract Manager in writing when this provision is implemented.

O. For the purposes of this Contract, the Contractor may not use funds for fundraising activities, lobbying, research, construction, major renovations, and reimbursement of pre-award costs, clinical care, purchase of vehicles of any kind, funding an award to another party or provider who is ineligible, backfilling costs for staff or the purchase of incentive items.

P. Contractor may transfer cumulative budget line items of 25% or less among direct cost categories, other than equipment and indirect without prior approval from DSHS or a written amendment.

PERFORMANCE MEASURES:

A. DSHS will monitor the Contractor's compliance with the requirements in Section 7 and this Contract and failure to meet these requirements may result in withholding a portion of the current PHEP base awards.

BILLING INSTRUCTIONS:

Contractor will request payment using the State of Texas Purchase Voucher (Form B-13) on a monthly basis and acceptable supporting documentation for reimbursement of the required services/deliverables. Additionally, the Contractor will submit the Financial Status Report (FSR-269A) and Match Reimbursement Certification (B-13A) on a quarterly basis. Vouchers, supporting documentation, Financial Status Reports, and Match Reimbursement Certification should be mailed or submitted by fax or email to the addresses/number below.

Claims Processing Unit, MC1940
Texas Department of State Health Services
1100 West 49th Street
PO Box 149347
Austin, TX 78714-9347
Fax: (512) 458-7442

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-2016-Solicitation-00044

RLHS FY16 OT-Unique LHD NEW CONTRACT

11. Renewals:

Number of Renewals Remaining: 0 Date Renewals Expire: 06/30/2016

12. Payment Method:

Cost Reimbursement

13. Source of Funds:

93.069, 93.069

14. DUNS Number:

103110834

15. Programmatic Reporting Requirements:

Report Name	Frequency	Period Begin	Period End	Due Date
Financial Status Report (FSR)	Quarterly	11-5-2015	12-31-2015	1-31-2016
Financial Status Report (FSR)	Quarterly	1-1-2016	3-31-2016	4-30-2016
Financial Status Report (FSR)	Quarterly	4-1-2016	6-30-2016	8-15-2016

Submission Instructions:

Contractors are required to provide specific information to have an acceptable e-signature. The name and title of the certifying official must be printed in the designated areas at the bottom of the FSR. The e-mail with the FSR attached must then be sent by the certifying official name as stated on that FSR. Anything else will not be accepted.

FSR: invoices@dshs.state.tx.us & Php.vouchersupport@dshs.state.tx.us & FSRGrants@dshs.state.tx.us

16. Special Provisions

SPECIAL PROVISIONS:

The Parties agree to the following changes to DSHS FY 2016 General Provisions (Core/Subrecipient).

A. General Provisions, Compliance and Reporting Article II, Applicable Laws and Regulations Regarding Funding Sources, Section 2.06, is amended by deleting Section 2.06 in its entirety and replacing it with the following:

When applicable, federal statutes, regulations and/or federal grant requirements applicable to funding sources and any updates to such will apply to this Contract. Contractor agrees to comply with applicable laws, executive orders, regulations and policies, as well as Office of Management and Budget (OMB) Circulars (as codified in Title 2, 200 of the Code of Federal Regulations (CFR) and 45 CFR 75) the Uniform Grant and Contract Management Act of 1981 (UGMA), Tex. Gov. Code Chapter 783, and Uniform Grant Management Standards (UGMS), as revised by federal circulars and incorporated in UGMS by the Comptroller of Public Accounts, Texas Procurement and Support Services Division. UGMA and UGMS can be located through web links on the DSHS website at http://www.dshs.state.tx.us/contracts/links.shtm. Contractor also shall comply with all applicable federal and state assurances contained in UGMS, Part III, State Uniform Administrative Requirements for Grants and Cooperative Agreements §__.14. If applicable, Contractor shall comply with the Federal awarding agency's Common Rule, and the U.S. Health and Human Services Grants Policy Statement, both of which may be located through web links on the DSHS website at http://www.dshs.state.tx.us/contracts/links.shtm. For contracts funded by block grants, Contractor shall comply with Tex. Gov. Code Chapter 2105.

B. General Provisions, Final Invoice/Billing Submission, Section 5.03 is modified to provide that Contractor will submit final close-out bill or revisions to previous reimbursement request(s) no later than August 15, 2016.

C. General Provisions, Compliance and Reporting, Article II, Section 2.08(a) is modified by deleting it in its entirety and replacing it with the following language.
a. The following sections or portions of sections of these General Provisions will not apply to interagency or interlocal contracts:
i. Hold Harmless and Indemnification, Section 14.17;
ii. Independent Contractor, Section 13.05 (delete the third sentence in its entirety; delete the word "employees" in the fourth sentence; the remainder of the section applies);
iii. Insurance, Section 14.22;
iv. Liability Coverage, Section 25.03;
v. Fidelity Bond, Section 25.02;
vi. Historically Underutilized Businesses, Section 13.02 (Contractor, however, will comply with HUB requirements of other statutes and rules specifically applicable to that entity);
vii. Debt to State and Corporate Status, Section 4.01;
viii. Application of Payment Due, Section 4.02; and
ix. Article XVI Claims against the Department (This Article is inapplicable to interagency contracts only).

D. General Provisions, Payment Methods and Restrictions, Article V, Section 5.01 is revised to include the following:

Contractor may request a one-time working capital advance not to exceed 12% of the total amount of the Contract funded by DSHS. All advances must be expended by the end of the contract term. Advances not

expended by the end of the contract term must be refunded to DSHS.
Contractors will repay all or part of advance funds at any time during the Contract's term. However, if the advance has not been repaid prior to the last three months of the Contract term, the contractor must deduct at least one-third of the remaining advance from each of the last three months' reimbursement requests. If the advance is not repaid prior to the last three months of the Contract term, DSHS will reduce the reimbursement request by one-third of the remaining balance of the advance.

E. General Provisions, Access and Inspection Article X, Section 10.01 is revised to include the following:

In addition to the site visits authorized by this Article of the General Provisions, Contractor will allow DSHS to conduct on-site quality assurance reviews of Contractor. Contractor will comply with all DSHS documentation requests and on-site visits. Contractor will make available for review all documents related to the Contract, upon request by the DSHS Program staff.

F. General Provisions, Program Equipment and Supplies Article XXII, Section 22.01, 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 and supplies must be received no later than 45 calendar days following the end of the Contract term.

G. General Provisions, General Terms Article XIV, Amendment Section 14.12, 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 Contract.

17. Documents Forming Contract. The Contract consists of the following:

a. Contract (this document)	2016-004045-00
b. General Provisions	2016 General & Grant Subrecipient Additional Provisions (LHD)
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/OT-UNIQUE

Contract Number: 2016-004045-00

Budget Categories

Budget Categories	DSHS Funds Requested	Cash Match	In Kind Match Contributions	Category Total
Personnel	$0.00	$0.00	$0.00	$0.00
Fringe Benefits	$0.00	$0.00	$0.00	$0.00
Travel	$0.00	$0.00	$0.00	$0.00
Equipment	$74,594.00	$7,459.00	$0.00	$82,053.00
Supplies	$6,358.00	$636.00	$0.00	$6,994.00
Contractual	$0.00	$0.00	$0.00	$0.00
Other	$66,392.00	$6,639.00	$0.00	$73,031.00
Total Direct Costs	$147,344.00	$14,734.00	$0.00	$162,078.00
Indirect Costs	$0.00	$0.00	$0.00	$0.00
Totals	$147,344.00	$14,734.00	$0.00	$162,078.00

TEXAS Department of State Health Services

CERTIFICATION REGARDING LOBBYING

Organization Name: Hidalgo County
Contract Number: 2016-004045-00

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 (LHD)			
	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
Email*	ray.eufracio@auditor.co.hidalgo.tx.us
Telephone*	(956) 318-2511

☐ As the authorized representative of the Organization, I hereby certify that the statements made by me in this certification form are true, complete and correct to the best of my knowledge.

DATE: October 22, 2015

DEPARTMENT HEAD: Eduardo Olivarez, Chief Administrative Officer

DEPARTMENT NAME: Hidalgo County Health & Human Services Department

ACCOUNT NUMBER: 5-1293-441-00-340-047-6-XXX CPS/OT-UNIQUE

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 -
EQUIPMENT		
5-1293-441-00-340-047-6-751	CPS-OT-UNIQUE-MACHINERY & EQUIPMENT	$ 82,053.00
SUPPLIES		
5-1293-441-00-340-047-6-610	CPS-OT-UNIQUE-GENERAL SUPPLIES	$ 3,034.00
5-1293-441-00-340-047-6-753	CPS-OT-UNIQUE-FURNITURE & FIXTURES	$ 3,960.00
OTHER		
5-1293-441-00-340-047-6-320	CPS-OT-UNIQUE-PROFESSIONAL SERVICES	$ 70,000.00
5-1293-441-00-340-047-6-339	CPS-OT-UNIQUE-OTHER PROF SERVICES	$ 1,931.00
5-1293-441-00-340-047-6-550	CPS-OT-UNIQUE-PRINTING & BINDING	$ 1,100.00
	TOTAL APPROPRIATION	$ 162,078.00
5-1293-331-12-340-047-6-000	CPS-OT-UNIQUE REVENUE	$ 147,344.00
5-1293-391-01-000-100-6-000	TRANSFERS IN -GEN FUND **(DO NOT POST)**	$ 14,734.00
5-1100-491-01-000-293-6-891	TRANSFERS OUT-HEALTH **(DO NOT POST)**	$ 14,734.00
	TOTAL APPROPRIATION	$ 162,078.00

REASON: To appropriate the CPS/OT-UNIQUE FY 16 grant award.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONER'S DATE ATTEST CO. CLERK

COUNTY of HIDALGO



EDINBURG, TEXAS 78539

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

October 23, 2015

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

RE: Certification of Revenue

Dear Judge and Commissioners:

Pursuant to Local Government Code § 111.0706 SPECIAL BUDGET FOR GRANT OR AID MONEY:

> The county auditor shall certify to the commissioner's court the receipt of all public or private grant or aid money that is available for disbursement in a fiscal year but not included in the budget for that fiscal year. On certification, the court shall adopt a special budget for the limited purpose of spending the grant or aid money for its intended purpose.

I, Ray Eufracio, County Auditor of Hidalgo County, certify to the Hidalgo County Commissioners Court the receipt of an award from the Texas Department of State Health Services (TDSHS). These funds may now be made available by creating a new special budget or amending a current budget for its intended purposes.

AMOUNT	PURPOSE
$147,344.00	Award No. 2016-004045-00 CPS/OT-UNIQUE COS – One Time discretionary Unique Contracts

CERTIFIED BY:

Raymundo Eufracio, CPA
Hidalgo County Auditor

10/26/15
Date

HIDALGO COUNTY DISTRICT JUDGES

LUIS M. SINGLETERRY JUDGE, 92ND D.C. | RODOLFO DELGADO JUDGE, 93RD D.C. | J. R. "BOBBY" FLORES JUDGE, 139TH D.C. | ROSE GUERRA REYNA JUDGE, 206TH D.C. | JUAN R. PARTIDA JUDGE, 275TH D.C. | MARIO E. RAMIREZ, JR. JUDGE, 332ND D.C. | NOE GONZALEZ JUDGE, 370TH D.C. OVERSEER | LETICIA LOPEZ JUDGE, 389TH D.C. | AIDA SALINAS FLORES JUDGE, 398TH D.C. | ISRAEL RAMON, JR. JUDGE, 430TH D.C. | JESSE CONTRERAS JUDGE, 445TH D.C.

AI-51948 **Health & Human Services Dept. 21. A.**

CC - REGULAR

Meeting Date: 10/27/2015

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/OT-UNIQUE grant contract #2016-004045-00 in the amount of $147,344.00 for the period of 11/05/2015 to 06/30/2016.
2. Requesting approval for County Judge to e-sign the grant contract, the Certification Regarding Lobbying statement and the Fiscal Federal Funding and Transparency Act Certification statement.
3. Requesting approval of the Certification of Revenue in the amount of $147,344.00.
4. Requesting approval of the budget appropriation in the amount of $147,344.00 in grant funds and $14,734.00 in local match funds.

BACKGROUND

07/21/15 - AI-50379 - Approval to submit grant application.

Fiscal Impact

FISCAL YEAR: 2016 **ACCT. #:** 5-1293-441-00-340-047-6-XXX

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

BUDGETARY IMPACT:

Requires 10% local match. Local match reserved during 2015 budget process. Reference account 5-1100-491-01-000-293-6-891.

Appropriation of funds in the total amount of $162,078.00.

Revenue Acct: 5-1293-331-12-340-047-6-000 CPS-OT-UNIQUE REVENUE

Attachments

Grant Contract

Budget Appropriation

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	10/23/2015 08:29 AM
Manuel Chapa	Manuel Chapa	10/23/2015 02:18 PM
Auditor's Office		

Purchasing Department

Form Started By: Mike Escaname Started On: 10/22/2015 04:46 PM

Minerva Diaz

From: Mike Escaname [mike.escaname@hchd.org]
Sent: Friday, October 23, 2015 10:00 AM
To: minerva.diaz@auditor.co.hidalgo.tx.us
Subject: Request - Certification of Revenue - CPS/OT-UNIQUE - $147,344.00
Attachments: AI-51948 Acceptance of Grant.pdf; 2016-004045-00 CPS-OT-UNIQUE.pdf

Minerva,

We are presenting AI-51948 to Commissioner's Court next Tuesday, 10/27/15.

Please arrange to have a Certification of Revenue processed for this agenda item.

Thanks,

Mike Escaname
Budget Manager
Hidalgo County Health & Human Services Dept.
1304 S. 25th St.
Edinburg, TX 78539
Direct # (956) 292-7000 ext. 7210
Main # (956) 383-6221

DATE: October 22, 2015

DEPARTMENT HEAD: Eduardo Olivarez, Chief Administrative Officer

DEPARTMENT NAME: Hidalgo County Health & Human Services Department

ACCOUNT NUMBER: 5-1293-441-00-340-047-6-XXX CPS/OT-UNIQUE

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.

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5-1293-441-00-340-047-6-753	CPS-OT-UNIQUE-FURNITURE & FIXTURES	$ 3,960.00
OTHER		
5-1293-441-00-340-047-6-320	CPS-OT-UNIQUE-PROFESSIONAL SERVICES	$ 70,000.00
5-1293-441-00-340-047-6-339	CPS-OT-UNIQUE-OTHER PROF SERVICES	$ 1,931.00
5-1293-441-00-340-047-6-550	CPS-OT-UNIQUE-PRINTING & BINDING	$ 1,100.00
	TOTAL APPROPRIATION	$ 162,078.00
5-1293-331-12-340-047-6-000	CPS-OT-UNIQUE REVENUE	$ 147,344.00
5-1293-391-01-000-100-6-000	TRANSFERS IN -GEN FUND (DO NOT POST)	$ 14,734.00
5-1100-491-01-000-293-6-891	TRANSFERS OUT-HEALTH (DO NOT POST)	$ 14,734.00
	TOTAL APPROPRIATION	$ 162,078.00

REASON: To appropriate the CPS/OT-UNIQUE FY 16 grant award.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONER'S DATE ATTEST CO. CLERK

DEPARTMENT OF STATE HEALTH SERVICES
CONTRACT 2016-004045-00

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 $147,344.00.

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 11/05/2015 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: As applicable, DSHS enters into this Contract under the authority of Texas Health and Safety Code Chapters 12 or 1001 or Texas Government Code Chapters 531, 771, 791 or 2155.

6. Program Name: CPS/OT-UNIQUE CPS – One Time Discretionary Unique Contracts

7. Statement of Work:

STATEMENT OF WORK:

A. The Contractor will complete one time funding activities during the term of this Contract that aligns with one or more of the 15 PHEP capabilities by performing activities that support the Public Health Emergency Preparedness Cooperative Agreement (Funding Opportunity Number CDC-RFA-TP12-120104CONT15) from the Centers for Disease Control and Prevention (CDC).
The total amount of this Contract will not exceed $147,344.00.

Contractor will perform the activities required under this Contract in the Service Area designated in the most recent version of Section 8. "Service Area" of this contract.

CDC's five-year PHEP – Hospital Preparedness Program (HPP) Cooperative Agreement seeks to align PHEP and HPP programs by advancing public health and healthcare preparedness.

B. The Contractor will address the following CDC PHEP Capabilities that are specific to the Funding Award.

1. Capability 1 – Community Preparedness is the ability of communities to prepare for, withstand, and recover – in both the short and long terms – from public health incidents.

2. Capability 2 – Community Recovery is the ability to collaborate with community partners, e.g., healthcare organizations, business, education, and emergency management) to plan and advocate for the rebuilding of public health, medical, and mental/behavioral health systems to at least a level of functioning comparable to pre-incident levels and improved levels where possible.

3. Capability 3 – Emergency Operations Center Coordination is ability to direct and support an event or incident with public health or medical implications by establishing a standardized, scalable system of oversight, organization, and supervision consistent with jurisdictional standards and practices with the National Incident Management System.

4. Capability 4 – Emergency Public Information and Warning is the ability to develop, coordinate, and disseminate information, alerts, warnings, and notifications to the public and incident management responders.

5. Capability 5 – Fatality Management is the ability coordinate with other organizations (e.g., law enforcement, healthcare, emergency management, and medical examiner/coroner) to ensure the proper recovery, handling, identification, transportation, tracking, storage, and disposal of human remains and personal effects; certify cause of death, and facilitate access to mental/behavioral health services to the family members, responders, and survivors of an incident.

6. Capability 6 – Information Sharing is the ability to conduct multijurisdictional, multidisciplinary exchange of health-related information and situational awareness data among federal, state, local, territorial, and tribal levels of government, and the private sector. This capability includes the routine sharing of information as well as issuing of public health alerts to federal, state, local, territorial, and tribal levels of government and the private sector in preparation for and in response to events or incidents of public health significance.

7. Capability 7 – Mass Care is the ability to coordinate with partner agencies to address the public health, medical, and mental/behavioral health needs of those impacted by an incident at a congregate location.

This capability includes the coordination of ongoing surveillance and assessment to ensure that local health needs to continue to me met as the incident evolves.

8. Capability 8 – Medical Countermeasure Dispensing is the ability to provide medical countermeasures (including vaccines, antiviral drugs, antibiotics, antitoxin, etc.) in support of treatment or prophylaxis (oral or vaccination) to the identified population in accordance with public health guidelines and/or recommendations.

9. Capability 9 – Medical Material Management and Distribution is the ability to acquire, maintain (e.g., cold chain storage or other storage protocol), transport distribute, and track medical material (e.g., pharmaceuticals, gloves, masks, and ventilators) during an incident and to recover and account for unused medical material, as necessary, after an incident.

10. Capability 10 – Medical Surge is the ability to provide adequate medical evaluation and care during events that exceed the limits of the normal medical infrastructure of an affected community. It encompasses the ability of the healthcare system to survive a hazard impact and maintain or rapidly recover operations that were compromised.

11. Capability 11 – Non-Pharmaceutical Interventions is the ability to recommend to the applicable lead agency (if not public health) and implement, if applicable, strategies for disease, injury, and exposure control. Strategies include the following: isolation and quarantine; restrictions on movement and travel advisory/warnings; social distancing; external decontamination; hygiene; and precautionary behaviors.

12. Capability 12 – Public Health Laboratory Testing is the ability to conduct rapid and conventional detection, characterization, confirmatory testing, data reporting, investigative support, and laboratory networking to address actual or potential exposure to all-hazards. Hazards include chemical, radiological, and biological, and biological agents in multiple matrices that may include clinical samples, food, and environmental samples (e.g., water, air, and soil). This capability supports routine surveillance, including pre-event incident and post-exposure activities.

13. Capability 13 – Public Health Surveillance and Epidemiological Investigations is the ability to create, maintain, support and strengthen routine surveillance and detection systems and epidemiological investigation processes, as well as to expand these systems and processes in response to incidents of public health significance.

14. Capability 14 – Responder Safety and Health describes the ability to protect public health agency staff responding to an incident and the ability to support the health and safety needs of hospital and medical facility personnel, if requested.

15. Capability 15 – Volunteer Management is the ability to coordinate the identification, recruitment, registration, credential verification, training and engagement of volunteers to support the jurisdictional public health agency's response to incidents of public health significance.

C. Contractor will not exceed the total amount of this Contract..

D. Contractor will comply with all applicable federal and state laws, rules, and regulations including, but not limited to, the following:
1. Public Law 107-188, Public Health Security and Bioterrorism Preparedness and Response Act of 2002;
2. Public Law 113-05, Pandemic and All-Hazards Preparedness Reauthorization Act; and
3. Texas Health and Safety Code Chapter 81.

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

F. The following documents and resources are incorporated by reference and made a part of this Contract:

1. DSHS and CDC Public Health Emergency Preparedness Cooperative Agreement, Funding Opportunity Number: CDC-RFA-TP12-120102CONT14;
2. Public Health Preparedness Capabilities: National Standards for State and Local Planning, March 2011:
http://www.cdc.gov/phpr/capabilities/DSLR_capabilities_July.pdf;
3. Presidential Policy Directive 8/PPD-8, March 30, 2011:
http://www.hlswatch.com/wp-content/uploads/2011/04/PPD-8-Preparedness.pdf;
4. Homeland Security Exercise and Evaluation Plan (HSEEP) Documents:
https://hseep.dhs.gov/pages/1001_HSEEP7.aspx;
5. Ready or Not? Have a Plan; Surviving Disaster: How Texans Prepare (videos):
http://www.texasprepares.org/survivingdisaster.htm; and
6. Preparedness Program Guidance(s) as provided by DSHS and CDC.

G. 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.

H. 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.

I. In the event of a public health emergency involving a portion of the state, Contractor will mobilize and dispatch staff or equipment purchased with funds from the previous PHEP cooperative agreement and that are not performing critical duties in the jurisdiction served to the affected area of the state upon receipt of a written request from DSHS. This provision is not applicable if the Contractor is an institution of higher education or a poison control center.

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

K. 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.

L. DSHS reserves the right, where allowed by legal authority, to redirect funds in the event of financial shortfalls. DSHS will monitor Contractor's expenditures on a quarterly basis. If expenditures are below that projected in Contractor's total Contract amount, Contractor's budget may be subject to a decrease for the remainder of the Term of the Contract. If applicable, vacant positions existing after ninety days may result in a decrease in funds.

M. 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; and

2. Submit reports as requested by DSHS to satisfy information-sharing Requirements set forth in Texas Government Code, Sections 421.071 and 421.072 (b) and (c).

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

N. In the event of a local, state, or federal emergency the Contractor has the authority to utilize approximately five percent of the Contractor's staff's time supporting this Contract for response efforts. DSHS will reimburse Contractor up to five percent of this Contract funded by CDC for personnel costs responding to an emergency event. Contractor will maintain records to document the time spent on response efforts for auditing purposes. Allowable activities also include participation of drills and exercises in the pre-event time period. Contractor will notify the Assigned Contract Manager in writing when this provision is implemented.

O. For the purposes of this Contract, the Contractor may not use funds for fundraising activities, lobbying, research, construction, major renovations, and reimbursement of pre-award costs, clinical care, purchase of vehicles of any kind, funding an award to another party or provider who is ineligible, backfilling costs for staff or the purchase of incentive items.

P. Contractor may transfer cumulative budget line items of 25% or less among direct cost categories, other than equipment and indirect without prior approval from DSHS or a written amendment.

PERFORMANCE MEASURES:

A. DSHS will monitor the Contractor's compliance with the requirements in Section 7 and this Contract and failure to meet these requirements may result in withholding a portion of the current PHEP base awards.

BILLING INSTRUCTIONS:

Contractor will request payment using the State of Texas Purchase Voucher (Form B-13) on a monthly basis and acceptable supporting documentation for reimbursement of the required services/deliverables. Additionally, the Contractor will submit the Financial Status Report (FSR-269A) and Match Reimbursement Certification (B-13A) on a quarterly basis. Vouchers, supporting documentation, Financial Status Reports, and Match Reimbursement Certification should be mailed or submitted by fax or email to the addresses/number below.

Claims Processing Unit, MC1940
Texas Department of State Health Services
1100 West 49th Street
PO Box 149347
Austin, TX 78714-9347
Fax: (512) 458-7442

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-2016-Solicitation-00044

RLHS FY16 OT-Unique LHD NEW CONTRACT

11. Renewals:

Number of Renewals Remaining: 0 Date Renewals Expire: 06/30/2016

12. Payment Method:

Cost Reimbursement

13. Source of Funds:

93.069, 93.069

14. DUNS Number:

103110834

15. Programmatic Reporting Requirements:

Report Name	Frequency	Period Begin	Period End	Due Date
Financial Status Report (FSR)	Quarterly	11-5-2015	12-31-2015	1-31-2016
Financial Status Report (FSR)	Quarterly	1-1-2016	3-31-2016	4-30-2016
Financial Status Report (FSR)	Quarterly	4-1-2016	6-30-2016	8-15-2016

Submission Instructions:

Contractors are required to provide specific information to have an acceptable e-signature. The name and title of the certifying official must be printed in the designated areas at the bottom of the FSR. The e-mail with the FSR attached must then be sent by the certifying official name as stated on that FSR. Anything else will not be accepted.

FSR: invoices@dshs.state.tx.us & Php.vouchersupport@dshs.state.tx.us & FSRGrants@dshs.state.tx.us

16. Special Provisions

SPECIAL PROVISIONS:

The Parties agree to the following changes to DSHS FY 2016 General Provisions (Core/Subrecipient).

A. General Provisions, Compliance and Reporting Article II, Applicable Laws and Regulations Regarding Funding Sources, Section 2.06, is amended by deleting Section 2.06 in its entirety and replacing it with the following:

When applicable, federal statutes, regulations and/or federal grant requirements applicable to funding sources and any updates to such will apply to this Contract. Contractor agrees to comply with applicable laws, executive orders, regulations and policies, as well as Office of Management and Budget (OMB) Circulars (as codified in Title 2, 200 of the Code of Federal Regulations (CFR) and 45 CFR 75) the Uniform Grant and Contract Management Act of 1981 (UGMA), Tex. Gov. Code Chapter 783, and Uniform Grant Management Standards (UGMS), as revised by federal circulars and incorporated in UGMS by the Comptroller of Public Accounts, Texas Procurement and Support Services Division. UGMA and UGMS can be located through web links on the DSHS website at http://www.dshs.state.tx.us/contracts/links.shtm. Contractor also shall comply with all applicable federal and state assurances contained in UGMS, Part III, State Uniform Administrative Requirements for Grants and Cooperative Agreements §__.14. If applicable, Contractor shall comply with the Federal awarding agency's Common Rule, and the U.S. Health and Human Services Grants Policy Statement, both of which may be located through web links on the DSHS website at http://www.dshs.state.tx.us/contracts/links.shtm. For contracts funded by block grants, Contractor shall comply with Tex. Gov. Code Chapter 2105.

B. General Provisions, Final Invoice/Billing Submission, Section 5.03 is modified to provide that Contractor will submit final close-out bill or revisions to previous reimbursement request(s) no later than August 15, 2016.

C. General Provisions, Compliance and Reporting, Article II, Section 2.08(a) is modified by deleting it in its entirety and replacing it with the following language.
a. The following sections or portions of sections of these General Provisions will not apply to interagency or interlocal contracts:
i. Hold Harmless and Indemnification, Section 14.17;
ii. Independent Contractor, Section 13.05 (delete the third sentence in its entirety; delete the word "employees" in the fourth sentence; the remainder of the section applies);
iii. Insurance, Section 14.22;
iv. Liability Coverage, Section 25.03;
v. Fidelity Bond, Section 25.02;
vi. Historically Underutilized Businesses, Section 13.02 (Contractor, however, will comply with HUB requirements of other statutes and rules specifically applicable to that entity);
vii. Debt to State and Corporate Status, Section 4.01;
viii. Application of Payment Due, Section 4.02; and
ix. Article XVI Claims against the Department (This Article is inapplicable to interagency contracts only).

D. General Provisions, Payment Methods and Restrictions, Article V, Section 5.01 is revised to include the following:

Contractor may request a one-time working capital advance not to exceed 12% of the total amount of the Contract funded by DSHS. All advances must be expended by the end of the contract term. Advances not

expended by the end of the contract term must be refunded to DSHS.
Contractors will repay all or part of advance funds at any time during the Contract's term. However, if the advance has not been repaid prior to the last three months of the Contract term, the contractor must deduct at least one-third of the remaining advance from each of the last three months' reimbursement requests. If the advance is not repaid prior to the last three months of the Contract term, DSHS will reduce the reimbursement request by one-third of the remaining balance of the advance.

E. General Provisions, Access and Inspection Article X, Section 10.01 is revised to include the following:

In addition to the site visits authorized by this Article of the General Provisions, Contractor will allow DSHS to conduct on-site quality assurance reviews of Contractor. Contractor will comply with all DSHS documentation requests and on-site visits. Contractor will make available for review all documents related to the Contract, upon request by the DSHS Program staff.

F. General Provisions, Program Equipment and Supplies Article XXII, Section 22.01, 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 and supplies must be received no later than 45 calendar days following the end of the Contract term.

G. General Provisions, General Terms Article XIV, Amendment Section 14.12, 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 Contract.

17. Documents Forming Contract. The Contract consists of the following:

a. Contract (this document)	2016-004045-00
b. General Provisions	2016 General & Grant Subrecipient Additional Provisions (LHD)
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

By:
Signature of Authorized Official

Date

Name and Title
1100 West 49th Street
Address
Austin, TX 78756-4204
City, State, Zip

Telephone Number

E-mail Address

Hidalgo County

By:
Signature of Authorized Official

Date

Name and Title

Address

City, State, Zip

Telephone Number

E-mail Address

Budget Summary

Organization Name: Hidalgo County

Program ID: CPS/OT-UNIQUE

Contract Number: 2016-004045-00

Budget Categories

Budget Categories	DSHS Funds Requested	Cash Match	In Kind Match Contributions	Category Total
Personnel	$0.00	$0.00	$0.00	$0.00
Fringe Benefits	$0.00	$0.00	$0.00	$0.00
Travel	$0.00	$0.00	$0.00	$0.00
Equipment	$74,594.00	$7,459.00	$0.00	$82,053.00
Supplies	$6,358.00	$636.00	$0.00	$6,994.00
Contractual	$0.00	$0.00	$0.00	$0.00
Other	$66,392.00	$6,639.00	$0.00	$73,031.00
Total Direct Costs	$147,344.00	$14,734.00	$0.00	$162,078.00
Indirect Costs	$0.00	$0.00	$0.00	$0.00
Totals	$147,344.00	$14,734.00	$0.00	$162,078.00

TEXAS
Department of State Health Services

CERTIFICATION REGARDING LOBBYING

Organization Name: Hidalgo County
Contract Number: 2016-004045-00

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 (LHD)			
	Contract Print			

TEXAS
Department of State Health Services

My Home | My Contracts

My Training Materials | My Organization(s) | My Profile | Logout

CHECK GLOBAL ERRORS

Back

Document Information: RLHS-2016-CPS/UNIQUE-00027

Details

You are here: > Contracting Menu > Forms Menu

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
Email*	ray.eufracio@auditor.co.hidalgo.tx.us
Telephone*	(956) 318-2511

☐ As the authorized representative of the Organization, I hereby certify that the statements made by me in this certification form are true, complete and correct to the best of my knowledge.

AI-51925 **Health & Human Services Dept.** **12. B.**

CC - REGULAR

Meeting Date: 10/27/2015

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 $70,835.80. Funds are from the Health & Human Services Commission - Medicaid Administrative Claiming reimbursement.
2. Requesting approval to appropriate the MAC budget in the amount of $70,835.80.

BACKGROUND

MAC reimbursement is from quarter January through March 2015.

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 $70,835.80

Revenue account: 5-1293-331-12-340-059-0-000 MAC – Revenue

Attachments

Doc
Appropriation
COR

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	10/22/2015 01:13 PM
Manuel Chapa	Manuel Chapa	10/23/2015 10:33 AM
Purchasing Department	Monica Badillo	10/23/2015 07:16 PM
Form Started By: Mike Escaname		Started On: 10/22/2015 08:56 AM
Final Approval Date: 10/23/2015		

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	2827171	DD	529	70835.80

Document Number	Invoice Number	Invoice Description	Invoice Amount	Interest Amount
9SA08143	PC1274C VOUCHERID:12702	MEDICAID ADMINISTRATIVE CLAIMS (MAC) JANUARY - MARCH 2015	-3,728.20	0.00
9SA08143	PC1274C VOUCHERID:12702	MEDICAID ADMINISTRATIVE CLAIMS (MAC) JANUARY - MARCH 2015	74,564.00	0.00

10-20-2015

5-1293-126-20-000-013-0-000

JE152426 REC 1-3/15 MAC BILLG

MINERVA DIAZ 10/20/2015

DATE: October 22, 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		
5-1293-441-00-340-059-0-753	MAC - Furnishings and Fixtures	$ 5,000.00
Supplies		
5-1293-441-00-340-059-0-610	MAC - General Supplies	$ 27,835.80
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	
5-1293-441-00-340-059-0-430	MAC - Repair and Maintenance Services	
5-1293-441-00-340-059-0-550	MAC - Printing & Binding	$ 3,000.00
	TOTAL APPROPRIATION	$ 70,835.80
5-1293-331-12-340-059-0-000	MAC - Revenue	$ 70,835.80
	TOTAL APPROPRIATION	$ 70,835.80

REASON: To appropriate Medicaid Administrative Claiming funds (Quarter January through March 2015)

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONER'S C DATE ATTEST CO. CLERK

COUNTY of HIDALGO



EDINBURG, TEXAS 78539

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

October 23, 2015

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

RE: Certification of Revenue

Dear Judge and Commissioners:

Pursuant to Local Government Code § 111.0706 SPECIAL BUDGET FOR GRANT OR AID MONEY:

> The county auditor shall certify to the commissioners court the receipt of all public or private grant or aid money that is available for disbursement in a fiscal year but not included in the budget for that fiscal year. On certification, the court shall adopt a special budget for the limited purpose of spending the grant or aid money for its intended purpose.

I, Ray Eufracio, County Auditor of Hidalgo County, certify to the Hidalgo County Commissioners Court the receipt of an award from the Health and Human Services Commission. These funds may now be made available by creating a new special budget or amending a current budget for its intended purposes.

AMOUNT	PURPOSE
$70,835.80	Medicaid Administrative Claiming (MAC)

CERTIFIED BY:

Raymundo Eufracio, CPA
Hidalgo County Auditor

10/26/15
Date

HIDALGO COUNTY DISTRICT JUDGES

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

AI-51925 **Health & Human Services Dept. 21. B.**

CC - REGULAR

Meeting Date: 10/27/2015

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 $70,835.80. Funds are from the Health & Human Services Commission - Medicaid Administrative Claiming reimbursement.
2. Requesting approval to appropriate the MAC budget in the amount of $70,835.80.

BACKGROUND

MAC reimbursement is from quarter January through March 2015.

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 $70,835.80

Revenue account: 5-1293-331-12-340-059-0-000 MAC – Revenue

Attachments

Doc

Appropriation

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	10/22/2015 01:13 PM
Manuel Chapa	Manuel Chapa	10/23/2015 10:33 AM
Auditor's Office		
Purchasing Department		
Form Started By: Mike Escaname		Started On: 10/22/2015 08:56 AM

Minerva Diaz

From: Mike Escaname [mike.escaname@hchd.org]
Sent: Thursday, October 22, 2015 9:22 AM
To: minerva.diaz@auditor.co.hidalgo.tx.us
Subject: Request - Certification of Revenue - MAC - $70,835.80
Attachments: MAC.pdf; MAC JANUARY - MARCH 2015 $70835.80.pdf

Minerva,

We will present AI-51925 to Commissioner's Court next Tuesday, **10/27/15**. I'd appreciate if you can arrange for a Certification of Revenue in the amount of $70,835.80.

Thanks,

Mike Escaname
Budget Manager
Hidalgo County Health & Human Services Dept.
1304 S. 25th St.
Edinburg, TX 78539
Direct # (956) 292-7000 ext. 7210
Main # (956) 383-6221

DATE: October 22, 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		
5-1293-441-00-340-059-0-753	MAC - Furnishings and Fixtures	$ 5,000.00
Supplies		
5-1293-441-00-340-059-0-610	MAC - General Supplies	$ 27,835.80
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	
5-1293-441-00-340-059-0-430	MAC - Repair and Maintenance Services	
5-1293-441-00-340-059-0-550	MAC - Printing & Binding	$ 3,000.00
	TOTAL APPROPRIATION	$ 70,835.80
5-1293-331-12-340-059-0-000	MAC - Revenue	$ 70,835.80
	TOTAL APPROPRIATION	$ 70,835.80

REASON: To appropriate Medicaid Administrative Claiming funds (Quarter January through March 2015)

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	2827171	DD	529	70835.80

Document Number	Invoice Number	Invoice Description	Invoice Amount	Interest Amount
9SA08143	PC1274C VOUCHERID:12702	MEDICAID ADMINISTRATIVE CLAIMS (MAC) JANUARY - MARCH 2015	-3,728.20	0.00
9SA08143	PC1274C VOUCHERID:12702	MEDICAID ADMINISTRATIVE CLAIMS (MAC) JANUARY - MARCH 2015	74,564.00	0.00

10-20-2015

5-1293-126-20-000-013-0-000

JE152426 REC 1-3/15 MAC BILLG

MINERVA DIAZ 10/20/2015

AI-51839 **Adult Probation** **13. A.**

CC - REGULAR

Meeting Date: 10/27/2015

Submitted By: Diana Solis, ADULT PROBATION

Department: ADULT PROBATION

Information

CAPTION

Residential Substance Abuse Treatment - RSAT (1289)
1. Approval to accept the RSAT grant award from the Office of Governor (Criminal Justice Division) in the amount of $204,220.00 for the grant period of 10/01/2015 - 06/30/2016.
2. Approval of certification of revenues as approved by the County Auditor's Office for the RSAT grant.
3. Approval of the appropriation of funds in the amount of $153,165.00 and the cash match of $51,055.00 for a total of $204,220.00.
4. Approval of resolution to designate the authorized official for the grant.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2016 **ACCT. #:** 5-1289-423-00-320-036-6-XXX

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

BUDGETARY IMPACT:

REVENUE ACCT #: 5-1289-331-12-320-036-6-000

Local Match: 51,055.00 (see attached appropriation), coming from State grant.
5-1289-391-01-000-297-6-000

Grant Period: 10/1/2015 – 6/30/2016
Grant number: 2928001
Award#: 2013-RT-BX-0006

Attachments

Grant Award
Budget Details
Appropriation
Resolution
REVISED
COR

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	10/15/2015 03:16 PM
Manuel Chapa	Manuel Chapa	10/23/2015 11:09 AM
Auditor's Office	Debbie Tamez	10/23/2015 03:40 PM
Manuel Chapa	Manuel Chapa	10/23/2015 04:22 PM
Purchasing Department	Monica Badillo	10/23/2015 07:16 PM
Form Started By: Diana Solis		Started On: 10/15/2015 02:21 PM
Final Approval Date: 10/23/2015		

***** PREVIEW - Statement of Grant Award (SOGA) - PREVIEW *****

The Statement of Grant Award is your official notice of award from the Governor's Criminal Justice Division (CJD). The approved budget is reflected in the Budget/Details tab for this record in eGrants. The grantee agrees to comply with the provisions of the Governor's Criminal Justice Division rules in Title I, Part I, Chapter 3, Texas Administrative Code in effect on the date the grant is awarded as well as any and all applicable federal and state statutes, regulations, policies, guidelines and requirements, including, but not limited to, 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards; Texas Government Code, Chapter 783, Uniform Grant and Contract Management; and the Texas Uniform Grant Management Standards (UGMS) that govern the application, acceptance and use of Federal and State funds for this project. In instances where multiple requirements apply to a subrecipient, the more restrictive requirement applies. By clicking on the 'Accept' button within the 'Accept Award' tab, the grantee accepts the responsibility for the grant project, agrees and certifies compliance with the requirements outlined in the Grantee Responsibilities Memo, the Comprehensive Certifications and Assurance Form, and agrees with the following conditions of grant funding. The grantee's funds will not be released until the grantee has satisfied the requirements of the following Condition(s) of Funding and Other Fund-Specific Requirement(s), if any, cited below:

Grant Number:	2928001	**Award Amount:**	$153,165.00
Date Awarded:	PREVIEW - AWARD NOT ACTIVE	**Grantee Cash Match:**	$51,055.00
Grant Period:	10/01/2015 - 06/30/2016	**Grantee In Kind Match:**	$0.00
Liquidation Date:	09/28/2016	**Total Project Cost:**	$204,220.00
Program Fund:	RT-Residential Substance Abuse Treatment for State Prisoners (RSAT)		
Grantee Name:	Hidalgo County		
Project Title:	Hidalgo County Substance Abuse Treatment Facility		
Grant Manager:	Toni Kanetzky		
DUNS Number:	103110834		

CFDA:	16.593 - Residential Substance Abuse Treatment for State Prisoners (RSAT)
Federal Awarding Agency:	U.S. Department of Justice, Office of Justice Programs, Bureau of Justice Assistance
Federal Award Date:	8/22/2013
Federal/State Award ID Number:	2013-RT-BX-0006
Total Federal Award/State Funds Appropriated:	$1,103,224.00
Pass Thru Entity Name:	Texas Office of the Governor – Criminal Justice Division (CJD)
Is the Award R&D:	No
Federal/State Award Description:	The Residential Substance Abuse Treatment (RSAT) Formula Grant Program provides funds to the states, territories, and the District of Columbia for use by the state and units of local government in developing and implementing residential substance abuse treatment programs within correctional and detention facilities in which prisoners are incarcerated for a period of time sufficient to permit substance abuse treatment and after-care programs for those prisoners.

List of Post-Award Conditions of Funding and Other Fund-Specific Requirements

Condition of Funding / Project Requirement	Date Created	Date Met	Hold Project Funds	Hold Line Item Funds
Resolution: Except for state agencies, each applicant agency must submit a resolution from the applicable governing body (such as the city council, county commissioners' court, school board, or board of directors) electronically using the 'Upload' function in the eGrants system.	7/21/2015		☑	☐
Other Condition of Funding. After the grant is activated, please submit a grant adjustment to extend the end date to 9-30-16. You will need to liquidate the grant by 11-30-16.	7/29/2015		☐	☐

Print This Page

Agency Name: Hidalgo County
Grant/App: 2928001 **Start Date:** 10/1/2015 **End Date:** 6/30/2016

Project Title: Hidalgo County Substance Abuse Treatment Facility
Status: Pending Final Approval

Budget Details Information
Budget Information by Budget Line Item:

CATEGORY	SUB CATEGORY	DESCRIPTION	CJD	CASH MATCH	IN-KIND MATCH	GPI	TOTAL	UNIT/%
Personnel	Counselor and/or Therapist (licensed)	Substance Abuse Counselor (first) to provide direct services to participants to help address individual substance abuse problem. These positions are vital due to their role in the treatment provided to the clients of the Hidalgo County Substance Abuse Facility. Fringe is 19%.	$37,005.00	$12,335.00	$0.00	$0.00	$49,340.00	100
Personnel	Counselor and/or Therapist (licensed)	Substance Abuse Counselor (second) to provide direct services to participants to help address individual substance abuse problem. These positions are vital due to their role in the treatment provided to the clients of the Hidalgo County Substance Abuse Facility. Fringe is 19%.	$37,005.00	$12,335.00	$0.00	$0.00	$49,340.00	100
Personnel	Counselor and/or Therapist (licensed)	Clinical Director to allow the facility to better serve the rising mental health inssues that are so often associated the criminal justice population and suustance abuse. Fringe is 19%.	$13,500.00	$4,500.00	$0.00	$0.00	$18,000.00	15
Personnel	Education, Financial, and/or Program Specialist	G.E.D. Coordinator to provide educational assistance in regards to increasing their grade level by providing academic instruction in writing, reading, comprehension and methematic concepts and skills. Fringe is 19%.	$37,005.00	$12,335.00	$0.00	$0.00	$49,340.00	100
Travel and Training	In-State Incidentals and/or Mileage	Mileagae, hotel and perdiem for travel for continuing education. A total of 40 hours of traning per counselor as	$6,600.00	$2,200.00	$0.00	$0.00	$8,800.00	0

		state rates.						
Supplies and Direct Operating Expenses	Office Supplies (e.g., paper, postage, calculator)	Office supplies to include, but not limited to copy paper, statples, peper clips, pens, copy toners and case folders.	$10,800.00	$3,600.00	$0.00	$0.00	$14,400.00	0
Supplies and Direct Operating Expenses	Project Supplies (e.g., binocular, battery, flexicuff, drug testing kit)	Educational/Instructional books for clients.	$9,000.00	$3,750.00	$0.00	$0.00	$12,750.00	0
Supplies and Direct Operating Expenses	Project Supplies (e.g., binocular, battery, flexicuff, drug testing kit)	Delivery system for treatment media, television/DVD package.	$2,250.00	$0.00	$0.00	$0.00	$2,250.00	0

You are logged in as **User Name**: RLizcano

DATE: October 27, 2015
DEPARTMENT HEAD: Arnold K. Patrick, Director
DEPARTMENT NAME: Adult Probation
PROGRAM: HIDALGO COUNTY RSAT
ACCOUNT NUMBER: 5-1289-423-00-320-036-6-XXX

SUBJECT: Budget Amendments (decrease/increase) in Accordance with Local Government Code, Chapter 111, Subchapter C

Honorable Bobby Flores, Community Supervision & Corrections Department Overseer

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

INCREASE OBJECT NUMBER(S)					ACCOUNT (OBJECT) NAME		AMOUNT
5-1289-423-00-320-	036-	6-	113		Hidalgo Co RSAT-	Full-Time Employees	92,753.23
5-1289-423-00-320-	036-	6-	211		Hidalgo Co RSAT-	Health Insurance	10,337.76
5-1289-423-00-320-	036-	6-	212		Hidalgo Co RSAT-	Life Insurance	39.96
5-1289-423-00-320-	036-	6-	220		Hidalgo Co RSAT-	FICA	8,731.50
5-1289-423-00-320-	036-	6-	230		Hidalgo Co RSAT-	Retirement	12,132.80
5-1289-423-00-320-	036-	6-	250		Hidalgo Co RSAT-	Unemployment Compensation	519.75
5-1289-423-00-320-	036-	6-	583		Hidalgo Co RSAT-	Out of County Employee Travel	4,950.00
5-1289-423-00-320-	036-	6-	584		Hidalgo Co RSAT-	Registration Fees	1,650.00
5-1289-423-00-320-	036-	6-	610		Hidalgo Co RSAT-	General Supplies	22,050.00
					TOTAL APPROPRIATION		**153,165.00**
5-1289-331-12-320-	036-	6-	000		Funding-Revenues		153,165.00
5-1289-491-01-000-	297	6-	891		Transfer In - SATF (DP)		0.00
					TOTAL REVENUES		**153,165.00**

REASON:

To setup the FY2016 Hidalgo County RSAT grant #2928001 from 10/1/2015 to 6/30/2016. The grant has a 25% cash match from the TDCJ-CJAD SATF grant.

Arnold K. Patrick, Director — Date
Hidalgo County CSCD

Ray Eufracio, CPA — Date

BUGETED- SALARIES AND FRINGE ONLY		
124515	41505	166020

FORMULA-SALARIES & FRINGE ONLY		
$118,386.77	$36,003.02	$154,389.78
$6,128.24		

RSAT FUNDING	CASH MATCH SATF	TOTAL
$86,625.00	$28,875.00	$115,500.00
$10,337.76	$0.00	$10,337.76
$39.96	$0.00	$39.96
$8,731.50	$2,910.50	$11,642.00
$12,132.80	$4,044.27	$16,177.06
$519.75	$173.25	$693.00
$4,950.00	$1,650.00	$6,600.00
$1,650.00	$550.00	$2,200.00
$22,050.00	$7,350.00	$29,400.00

RESOLUTION

Hidalgo County Substance Abuse Treatment Facility - RSAT

WHEREAS, The Hidalgo County Commissioner's Court finds it in the best interest of the citizens of Hidalgo County, that the Hidalgo RSAT be operated for the 2015-2016 year; and

WHEREAS, The Hidalgo County Commissioner's Court agrees that in the event of loss or misuse of the Criminal Justice Division funds, Hidalgo County Commissioner's Court assures that the funds will be returned to the Criminal Justice Division in full.

WHEREAS, Hidalgo County Commissioner's Court designates Arnold K. Patrick, Director of the Hidalgo County CSCD as the grantee's authorized official. The authorized official is given the power to apply for, accept, reject, alter or terminate the grant on behalf of the applicant agency.

NOW THEREFORE, BE IT RESOLVED that Hidalgo County Commissioner's Court approves submission of the grant application for the Hidalgo County RSAT to the Office of the Governor, Criminal Justice Division.

Signed:

County Judge

Passed and Approved this 27th day of October 2015

Grant Number: 2928001

DATE: October 27, 2015
DEPARTMENT HEAD: Arnold K. Patrick, Executive Director REVISED
DEPARTMENT NAME: Adult Probation
PROGRAM: HIDALGO COUNTY RSAT
ACCOUNT NUMBER: 5-1289-423-00-320-036-6-XXX

SUBJECT: Budget Amendments (decrease/increase) in Accordance with Local Government Code, Chapter 111, Subchapter C

Honorable Bobby Flores, Community Supervision & Corrections Department Overseer

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

INCREASE OBJECT NUMBER(S)	ACCOUNT (OBJECT) NAME		AMOUNT
5-1289-423-00-320-036-6-113	Hidalgo Co RSAT-	Full-Time Employees	34,376.98
5-1289-423-00-320-036-6-211	Hidalgo Co RSAT-	Health Insurance	0.00
5-1289-423-00-320-036-6-212	Hidalgo Co RSAT-	Life Insurance	0.00
5-1289-423-00-320-036-6-220	Hidalgo Co RSAT-	FICA	0.00
5-1289-423-00-320-036-6-230	Hidalgo Co RSAT-	Retirement	0.00
5-1289-423-00-320-036-6-250	Hidalgo Co RSAT-	Unemployment Compensation	0.00
5-1289-423-00-320-036-6-583	Hidalgo Co RSAT-	Out of County Employee Travel	1,650.00
5-1289-423-00-320-036-6-584	Hidalgo Co RSAT-	Registration Fees	550.00
5-1289-423-00-320-036-6-610	Hidalgo Co RSAT-	General Supplies	7,350.00
	TOTAL APPROPRIATION		**43,926.98**
5-1297-491-01-000-289-6-891	Interfund Transfer out		51,055.00
5-1297-423-00-320-020-6-630	Food		(51,055.00)
5-1289-391-01-000-297-6-000	Transfer In - SATF (DP)		51,055.00
	TOTAL REVENUES		**51,055.00**

REASON:

To add the 25% cash match to the RSAT from the SATF.

Arnold K. Patrick, Director Date
Hidalgo County CSCD

Ray Eufracio, CPA Date

COUNTY of HIDALGO



EDINBURG, TEXAS 78539

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

October 23, 2015

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

RE: Certification of Revenue

Dear Judge and Commissioners:

Pursuant to Local Government Code § 111.0706 SPECIAL BUDGET FOR GRANT OR AID MONEY:

> The county auditor shall certify to the commissioners' court the receipt of all public or private grant or aid money that is available for disbursement in a fiscal year but not included in the budget for that fiscal year. On certification, the court shall adopt a special budget for the limited purpose of spending the grant or aid money for its intended purpose.

I, Ray Eufracio, County Auditor of Hidalgo County, certify to the Hidalgo County Commissioners Court the receipt of an award from the Office of the Governor Criminal Justice Division. These funds may now be made available by creating a new special budget or amending a current budget for its intended purposes.

AMOUNT	PURPOSE
$ 204,220.00	Award No. 2928001 Residential Substance Abuse Treatment for State Prisoners (RSAT)

CERTIFIED BY:

Raymundo Eufracio, CPA
Hidalgo County Auditor

10/26/15
Date

HIDALGO COUNTY DISTRICT JUDGES

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

AI-51839 **Adult Probation 23. A.**

CC - REGULAR

Meeting Date: 10/27/2015

Submitted By: Diana Solis, ADULT PROBATION

Department: ADULT PROBATION

Information

CAPTION

Residential Substance Abuse Treatment - RSAT (1289)
1. Approval to accept the RSAT grant award from the Office of Governor (Criminal Justice Division) in the amount of $204,220.00 for the grant period of 10/01/2015 - 06/30/2016.
2. Approval of certification of revenues as approved by the County Auditor's Office for the RSAT grant.
3. Approval of the appropriation of funds in the amount of $153,165.00 and the cash match of $51,055.00 for a total of $204,220.00.
4. Approval of resolution to designate the authorized official for the grant.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2016 **ACCT. #:** 5-1289-423-00-320-036-6-XXX

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

BUDGETARY IMPACT:

REVENUE ACCT #: 5-1289-331-12-320-036-6-000

Local Match: 51,055.00 (see attached appropriation), coming from State grant.
5-1289-391-01-000-297-6-000

Grant Period: 10/1/2015 – 6/30/2016
Grant number: 2928001
Award#: 2013-RT-BX-0006

Attachments

Grant Award
Resolution
Budget Details
Appropriation
Appropriation match

Form Review

Rossana Schettino

From: Diana Solis [diana.solis@hidalgocountycscd.org]
Sent: Thursday, October 15, 2015 2:30 PM
To: 'Rossana Schettino'
Cc: Deborah Fischer; Rosario Ramirez-Castilleja
Subject: RSAT AI#51839

Hello; I have created the agenda item above for the RSAT grant, and have asked if the item can be moved from 11/10th to 10/27th. Please certify the revenues. Thanks.

Diana G. Solis
Budget Director
Hidalgo County CSCD
P O Box 970
Edinburg, TX 78540
Phone (956) 587-6008
Shortel ext 4413
Fax (956) 318-2488

Confidentiality Notice This email message, including all the attachments, is for the sole use of the intended recipient(s) and contains confidential information. Unauthorized use or disclosure is prohibited. If you are not the intended recipient, you may not use, disclose, copy or disseminate this information. If you are not the intended recipient, please contact the sender immediately by reply email and destroy all copies of all copies of the original message, including attachments.

DATE: October 27, 2015
DEPARTMENT HEAD: Arnold K. Patrick, Executive Director
DEPARTMENT NAME: Adult Probation
PROGRAM: HIDALGO COUNTY RSAT
ACCOUNT NUMBER: 5-1289-423-00-320-036-6-XXX

REVISED

SUBJECT: Budget Amendments (decrease/increase) in Accordance with Local Government Code, Chapter 111, Subchapter C

Honorable Bobby Flores, Community Supervision & Corrections Department Overseer

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

INCREASE OBJECT NUMBER(S)	ACCOUNT (OBJECT) NAME		AMOUNT
5-1289-423-00-320-036-6-113	Hidalgo Co RSAT-	Full-Time Employees	34,376.98
5-1289-423-00-320-036-6-211	Hidalgo Co RSAT-	Health Insurance	0.00
5-1289-423-00-320-036-6-212	Hidalgo Co RSAT-	Life Insurance	0.00
5-1289-423-00-320-036-6-220	Hidalgo Co RSAT-	FICA	0.00
5-1289-423-00-320-036-6-230	Hidalgo Co RSAT-	Retirement	0.00
5-1289-423-00-320-036-6-250	Hidalgo Co RSAT-	Unemployment Compensation	0.00
5-1289-423-00-320-036-6-583	Hidalgo Co RSAT-	Out of County Employee Travel	1,650.00
5-1289-423-00-320-036-6-584	Hidalgo Co RSAT-	Registration Fees	550.00
5-1289-423-00-320-036-6-610	Hidalgo Co RSAT-	General Supplies	7,350.00
TOTAL APPROPRIATION			**43,926.98**
5-1297-491-01-000-289-6-891	Interfund Transfer out		51,055.00
5-1297-423-00-320-020-6-630	Food		(51,055.00)
5-1289-391-01-000-297-6-000	Transfer In - SATF (DP)		51,055.00
TOTAL REVENUES			**51,055.00**

REASON:

To add the 25% cash match to the RSAT from the SATF.

Arnold K. Patrick, Director
Hidalgo County CSCD

Date

Ray Eufracio, CPA

Date

DATE: October 27, 2015
DEPARTMENT HEAD: Arnold K. Patrick, Director
DEPARTMENT NAME: Adult Probation
PROGRAM: HIDALGO COUNTY RSAT
ACCOUNT NUMBER: 5-1289-423-00-320-036-6-XXX

SUBJECT: Budget Amendments (decrease/increase) in Accordance with Local Government Code, Chapter 111, Subchapter C

Honorable Bobby Flores, Community Supervision & Corrections Department Overseer

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

INCREASE OBJECT NUMBER(S)					ACCOUNT (OBJECT) NAME		AMOUNT
5-1289-423-00-320-	036-	6-	113		Hidalgo Co RSAT-	Full-Time Employees	92,753.23
5-1289-423-00-320-	036-	6-	211		Hidalgo Co RSAT-	Health Insurance	10,337.76
5-1289-423-00-320-	036-	6-	212		Hidalgo Co RSAT-	Life Insurance	39.96
5-1289-423-00-320-	036-	6-	220		Hidalgo Co RSAT-	FICA	8,731.50
5-1289-423-00-320-	036-	6-	230		Hidalgo Co RSAT-	Retirement	12,132.80
5-1289-423-00-320-	036-	6-	250		Hidalgo Co RSAT-	Unemployment Compensation	519.75
5-1289-423-00-320-	036-	6-	583		Hidalgo Co RSAT-	Out of County Employee Travel	4,950.00
5-1289-423-00-320-	036-	6-	584		Hidalgo Co RSAT-	Registration Fees	1,650.00
5-1289-423-00-320-	036-	6-	610		Hidalgo Co RSAT-	General Supplies	22,050.00
					TOTAL APPROPRIATION		**153,165.00**
5-1289-331-12-320-	036-	6-	000		Funding-Revenues		153,165.00
5-1289-~~491-~~01-000-	297	6-	~~891~~		Transfer In - SATF (DP)		0.00
					TOTAL REVENUES		**153,165.00**

REASON:

To setup the FY2016 Hidalgo County RSAT grant #2928001 from 10/1/2015 to 6/30/2016. The grant has a 25% cash match from the TDCJ-CJAD SATF grant.

Arnold K. Patrick, Director — Date
Hidalgo County CSCD

Ray Eufracio, CPA — Date

***** PREVIEW - Statement of Grant Award (SOGA) - PREVIEW *****

The Statement of Grant Award is your official notice of award from the Governor's Criminal Justice Division (CJD). The approved budget is reflected in the Budget/Details tab for this record in eGrants. The grantee agrees to comply with the provisions of the Governor's Criminal Justice Division rules in Title I, Part I, Chapter 3, Texas Administrative Code in effect on the date the grant is awarded as well as any and all applicable federal and state statutes, regulations, policies, guidelines and requirements, including, but not limited to, 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards; Texas Government Code, Chapter 783, Uniform Grant and Contract Management; and the Texas Uniform Grant Management Standards (UGMS) that govern the application, acceptance and use of Federal and State funds for this project. In instances where multiple requirements apply to a subrecipient, the more restrictive requirement applies. By clicking on the 'Accept' button within the 'Accept Award' tab, the grantee accepts the responsibility for the grant project, agrees and certifies compliance with the requirements outlined in the Grantee Responsibilities Memo, the Comprehensive Certifications and Assurance Form, and agrees with the following conditions of grant funding. The grantee's funds will not be released until the grantee has satisfied the requirements of the following Condition(s) of Funding and Other Fund-Specific Requirement(s), if any, cited below:

Grant Number:	2928001	**Award Amount:**	$153,165.00
Date Awarded:	PREVIEW - AWARD NOT ACTIVE	**Grantee Cash Match:**	$51,055.00
Grant Period:	10/01/2015 - 06/30/2016	**Grantee In Kind Match:**	$0.00
Liquidation Date:	09/28/2016	**Total Project Cost:**	$204,220.00
Program Fund:	RT-Residential Substance Abuse Treatment for State Prisoners (RSAT)		
Grantee Name:	Hidalgo County		
Project Title:	Hidalgo County Substance Abuse Treatment Facility		
Grant Manager:	Toni Kanetzky		
DUNS Number:	103110834		

CFDA:	16.593 - Residential Substance Abuse Treatment for State Prisoners (RSAT)
Federal Awarding Agency:	U.S. Department of Justice, Office of Justice Programs, Bureau of Justice Assistance
Federal Award Date:	8/22/2013
Federal/State Award ID Number:	2013-RT-BX-0006
Total Federal Award/State Funds Appropriated:	$1,103,224.00
Pass Thru Entity Name:	Texas Office of the Governor – Criminal Justice Division (CJD)
Is the Award R&D:	No
Federal/State Award Description:	The Residential Substance Abuse Treatment (RSAT) Formula Grant Program provides funds to the states, territories, and the District of Columbia for use by the state and units of local government in developing and implementing residential substance abuse treatment programs within correctional and detention facilities in which prisoners are incarcerated for a period of time sufficient to permit substance abuse treatment and after-care programs for those prisoners.

List of Post-Award Conditions of Funding and Other Fund-Specific Requirements

Condition of Funding / Project Requirement	Date Created	Date Met	Hold Project Funds	Hold Line Item Funds
Resolution: Except for state agencies, each applicant agency must submit a resolution from the applicable governing body (such as the city council, county commissioners' court, school board, or board of directors) electronically using the 'Upload' function in the eGrants system.	7/21/2015		✓	☐
Other Condition of Funding. After the grant is activated, please submit a grant adjustment to extend the end date to 9-30-16. You will need to liquidate the grant by 11-30-16.	7/29/2015		☐	☐

BUGETED- SALARIES AND FRINGE ONLY		
124515	41505	166020

FORMULA-SALARIES & FRINGE ONLY		
$118,386.77	$36,003.02	$154,389.78
$6,128.24		

RSAT FUNDING	CASH MATCH SATF	TOTAL
$86,625.00	$28,875.00	$115,500.00
$10,337.76	$0.00	$10,337.76
$39.96	$0.00	$39.96
$8,731.50	$2,910.50	$11,642.00
$12,132.80	$4,044.27	$16,177.06
$519.75	$173.25	$693.00
$4,950.00	$1,650.00	$6,600.00
$1,650.00	$550.00	$2,200.00
$22,050.00	$7,350.00	$29,400.00

Hidalgo County Misd DWI Court

WHEREAS, The Hidalgo County Commissioner's Court finds it in the best interest of the citizens of Hidalgo County, that the Hidalgo County Misd DWI Court be operated for the 2015 year; and

WHEREAS, The Hidalgo County Commissioner's Court agrees that in the event of loss or misuse of the Criminal Justice Division funds, Hidalgo County Commissioner's Court assures that the funds will be returned to the Criminal Justice Division in full.

WHEREAS, Hidalgo County Commissioner's Court designates Arnold K. Patrick, Director of the Hidalgo County CSCD as the grantee's authorized official. The authorized official is given the power to apply for, accept, reject, alter or terminate the grant on behalf of the applicant agency.

NOW THEREFORE, BE IT RESOLVED that Hidalgo County Commissioner's Court approves submission of the grant application for the Hidalgo County Misd DWI Court to the Office of the Governor, Criminal Justice Division.

Signed:

County Judge

Passed and Approved this 29th day of September 2015

Grant Number: 2881401

Print This Page

Agency Name: Hidalgo County
Grant/App: 2928001 **Start Date:** 10/1/2015 **End Date:** 6/30/2016

Project Title: Hidalgo County Substance Abuse Treatment Facility
Status: Pending Final Approval

Budget Details Information
Budget Information by Budget Line Item:

CATEGORY	SUB CATEGORY	DESCRIPTION	CJD	CASH MATCH	IN-KIND MATCH	GPI	TOTAL	UNIT/%
Personnel	Counselor and/or Therapist (licensed)	Substance Abuse Counselor (first) to provide direct services to participants to help address individual substance abuse problem. These positions are vital due to their role in the treatment provided to the clients of the Hidalgo County Substance Abuse Facility. Fringe is 19%.	$37,005.00	$12,335.00	$0.00	$0.00	$49,340.00	100
Personnel	Counselor and/or Therapist (licensed)	Substance Abuse Counselor (second) to provide direct services to participants to help address individual substance abuse problem. These positions are vital due to their role in the treatment provided to the clients of the Hidalgo County Substance Abuse Facility. Fringe is 19%.	$37,005.00	$12,335.00	$0.00	$0.00	$49,340.00	100
Personnel	Counselor and/or Therapist (licensed)	Clinical Director to allow the facility to better serve the rising mental health inssues that are so often associated the criminal justice population and suustance abuse. Fringe is 19%.	$13,500.00	$4,500.00	$0.00	$0.00	$18,000.00	15
Personnel	Education, Financial, and/or Program Specialist	G.E.D. Coordinator to provide educational assistance in regards to increasing their grade level by providing academic instruction in writing, reading, comprehension and methematic concepts and skills. Fringe is 19%.	$37,005.00	$12,335.00	$0.00	$0.00	$49,340.00	100
Travel and Training	In-State Incidentals and/or Mileage	Mileagae, hotel and perdiem for travel for continuing education. A total of 40 hours of traning per counselor as	$6,600.00	$2,200.00	$0.00	$0.00	$8,800.00	0

		state rates.						
Supplies and Direct Operating Expenses	Office Supplies (e.g., paper, postage, calculator)	Office supplies to include, but not limited to copy paper, statples, peper clips, pens, copy toners and case folders.	$10,800.00	$3,600.00	$0.00	$0.00	$14,400.00	0
Supplies and Direct Operating Expenses	Project Supplies (e.g., binocular, battery, flexicuff, drug testing kit)	Educational/Instructional books for clients.	$9,000.00	$3,750.00	$0.00	$0.00	$12,750.00	0
Supplies and Direct Operating Expenses	Project Supplies (e.g., binocular, battery, flexicuff, drug testing kit)	Delivery system for treatment media, television/DVD package.	$2,250.00	$0.00	$0.00	$0.00	$2,250.00	0

You are logged in as **User Name**: RLizcano

Hidalgo County Substance Abuse Treatment Facility - RSAT

WHEREAS, The Hidalgo County Commissioner's Court finds it in the best interest of the citizens of Hidalgo County, that the Hidalgo RSAT be operated for the 2015-2016 year; and

WHEREAS, The Hidalgo County Commissioner's Court agrees that in the event of loss or misuse of the Criminal Justice Division funds, Hidalgo County Commissioner's Court assures that the funds will be returned to the Criminal Justice Division in full.

WHEREAS, Hidalgo County Commissioner's Court designates Arnold K. Patrick, Director of the Hidalgo County CSCD as the grantee's authorized official. The authorized official is given the power to apply for, accept, reject, alter or terminate the grant on behalf of the applicant agency.

NOW THEREFORE, BE IT RESOLVED that Hidalgo County Commissioner's Court approves submission of the grant application for the Hidalgo County RSAT to the Office of the Governor, Criminal Justice Division.

Signed:

County Judge

Passed and Approved this 27th day of October 2015

Grant Number: 2928001

AI-51881 **IT Department** **14. A.**

CC - REGULAR

Meeting Date: 10/27/2015

Submitted By: Griselda Salazar, IT DEPARTMENT

Department: IT DEPARTMENT

Information

CAPTION

DISTRICT ATTORNEY'S OFFICE
Authorization and approval to purchase new wireless devices with service through the County's membership/participation with CONTRACT: DIR-SDD-1779 for VERIZON WIRELESS for the following:

Qty:	Description:	User:	Service Plan:	Equipment Cost:
2	Cell Phone	Office Use	The Verizon Plan X Large-12GB @ $30.80 + The Verizon Plan Line Charge-Smart Phone @ $40.00 + $5.00 taxes/fees = $75.80 X 2 = $151.60/month	iPhone 5s 16GB @ $0.00
2	Cell Phone	Office Use	The Verizon Plan X Large-12GB @ $30.80 + The Verizon Plan Line Charge-Smart Phone @ $40.00 + $5.00 taxes/fees = $75.80 X 2 = $151.60/month	iPhone 5s 16GB @ $0.00

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2015 **ACCT. #:** 5-1223-412-00-080-007-0-532

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

BUDGETARY IMPACT:

Funds available as of 10/21/15.
Requisition#286224

Attachments

Verizon Quote
Requisitions
Request Forms

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	10/21/2015 02:46 PM
Purchasing Department	Monica Badillo	10/23/2015 07:16 PM
Form Started By: Griselda Salazar		Started On: 10/19/2015 03:16 PM

Final Approval Date: 10/23/2015

verizon

Wireless Telecom Proposal for:
State of Texas DIR Contract No. DIR-SDD-1779 for Wireless Voice, Data Services and Equipment

Date:	October 14, 2015
Customer Name:	Hidalgo County DA
Sales Representative:	Carlos Zavala

Pricing provided is for Government Liability Accounts Only and is subject to the terms, provisions and conditions of the Contract for Wireless Voice & Data Services and Equipment between State of Texas, Department of Information Resources and Verizon Wireless, DIR Contract No. DIR-SDD-1779. Full terms and conditions, along with additional information and ordering instructions can be found on the Internet website at: http://www.dir.state.tx.us/store/tsd/telephony/wireless.htm#cing
Prices quoted do not reflect applicable fees, charges, or pass-through assessments.
This Quotation is valid for ninety (90) days from date listed on quote (except for promotional pricing which may expire sooner). Data furnished in this document shall not be duplicated, used, or disclosed in whole or in part for any purpose other than to evaluate the document.

STATE OF TEXAS DIR CONTRACT NO. DIR-SDD-1779
WIRELESS TELECOM PROPOSAL FOR WIRELESS VOICE, DATA SERVICES AND EQUIPMENT

WIRELESS PROPOSAL FOR: Hidalgo County DA
SERVICE PLAN, CALLING FEATURES, AND EQUIPMENT QUOTES

QUOTE ID 151014173742
DATE 10/14/2015
TERM Annual (12 Months)

RATE PLAN AND FEATURES

RATE PLAN - SHARE	Line Count	Discounted Monthly Access	Plan Included Minutes	Included TEXT / PIX / FLIX	Included Data	Total Shared Minutes	Voice Overage	Monthly Cost	Term Cost
		$0.00						$0.00	$0.00
		$0.00						$0.00	$0.00
		$0.00						$0.00	$0.00
		$0.00						$0.00	$0.00
		$0.00						$0.00	$0.00
								$0.00	$0.00

RATE PLAN - NON SHARE	Line Count	Discounted Monthly Access	Plan Included Minutes	Included TEXT / PIX / FLIX	Included Data	Voice Overage	Monthly Cost	Term Cost
		$0.00					$0.00	$0.00
		$0.00					$0.00	$0.00
		$0.00					$0.00	$0.00
		$0.00					$0.00	$0.00
		$0.00					$0.00	$0.00
							$0.00	$0.00

RATE PLAN - MOBILE BROADBAND	Line Count	Discounted Monthly Access	Included TEXT / PIX / FLIX	Included Data	Data Overage	Monthly Cost	Term Cost
		$0.00				$0.00	$0.00
		$0.00				$0.00	$0.00
		$0.00				$0.00	$0.00
		$0.00				$0.00	$0.00
		$0.00				$0.00	$0.00
						$0.00	$0.00

RATE PLAN - MACHINE TO MACHINE	Line Count	Discounted Monthly Access	Included Data	Shared Data / Group	Data Overage	Monthly Cost	Term Cost
		$0.00				$0.00	$0.00
		$0.00				$0.00	$0.00
		$0.00				$0.00	$0.00
		$0.00				$0.00	$0.00
		$0.00				$0.00	$0.00
						$0.00	$0.00

23% Discount applies to features of $24.99 and higher when combined with rate plans of $34.99 and higher.

FEATURES	Line Count	Discounted Monthly Access	Monthly Cost	Term Cost
		$0.00	$0.00	$0.00
		$0.00	$0.00	$0.00
		$0.00	$0.00	$0.00
		$0.00	$0.00	$0.00
		$0.00	$0.00	$0.00
			$0.00	$0.00

RATE PLANS AND FEATURES - ESTIMATED COST FOR TERM [Annual (12 Months)]: $0.00

SEE SECOND PAGE FOR EQUIPMENT COSTS AND TOTALS

EQUIPMENT AND ACCESSORIES

QUARTERLY DEVICE PROMOTIONS	Line Count	Cost per Unit	Subtotal
		$0.00	$0.00
		$0.00	$0.00
		$0.00	$0.00
		$0.00	$0.00
		$0.00	$0.00
		$0.00	$0.00
			$0.00

DEVICE	Line Count	Cost per Unit	Subtotal
		$0.00	$0.00
		$0.00	$0.00
		$0.00	$0.00
		$0.00	$0.00
		$0.00	$0.00
		$0.00	$0.00
			$0.00

Eligible accessories receive a 35% discount

ACCESSORIES AND FULL-RETAIL (NO CONTRACT) EQUIPMENT	Line Count	Cost per Unit	Cost per Unit after Discount	Subtotal
				$0.00
				$0.00
				$0.00
				$0.00
				$0.00
				$0.00
				$0.00

EQUIPMENT AND ACCESSORIES ESTIMATED COST	$0.00

INVESTMENT ESTIMATE	Monthly	Term Total
RATE PLAN AND FEATURES ESTIMATED COST FOR TERM (Annual (12 Months)]:	$0.00	$0.00
EQUIPMENT AND ACCESSORIES ESTIMATED COST:		$0.00
INVESTMENT TOTAL		$0.00

4Q15 BUSINESS BILL INCENTIVE CREDIT (BIC) PROMOTIONS	Line Count	BIC Amount	BIC Total
		$0.00	$0.00
		$0.00	$0.00
		$0.00	$0.00
		$0.00	$0.00
		$0.00	$0.00
			$0.00

QUOTE ID 151014173742

Additional Notes:

* Charge does not include roaming charges, minutes used over allowance, etc. Please consult with your Sales Representative for more information.
** Equipment pricing and availability is subject to change.
*** All applicable price plan and feature discounts have already been applied

Service Pricing provided is for Government Liability Accounts Only and is subject to the terms, provisions and conditions of the State of Texas Department of Information Resources (DIR) Contract No. DIR-SDD-1779 Coverage, service and offers not available in all areas. Full terms and conditions, along with additional price plans offered by Verizon Wireless can be found on the http://www.dir.state.tx.us/ internet website. Price quotes do not reflect Federal Universal Service, E911 and Regulatory Fees, charges, or pass-through assessments. Please see information on Regulatory Surcharges and Fees below for additional details.

All quotes contained in this proposal are subject to the terms and conditions of the State of Texas DIR contract. Your accounts must be in good standing with Verizon wireless to migrate your existing lines of service to the pricing offered in this proposal if your Agency currently has service with Verizon Wireless.

Price Plan changes and discounts may take up to two bill cycles to appear on your Verizon Wireless billing statement for accounts transitioning to an approved State of Texas contract vehicle. As part of our compliance with FCC requirements, Verizon Wireless allows only GPS-compliant devices to be activated on our network. If your current device is not GPS-compliant you will not be able to activate service on our network with your existing equipment.

This Quotation is valid for ninety (90) days from date listed on quote (except for promotional pricing which may expire sooner). Data furnished in this document shall not be duplicated, used, or disclosed in whole or in part for any purpose other than to evaluate the document.

"Updated 04/01/2015"

STATE OF TEXAS DIR CONTRACT NO. DIR-SDD-1779
WIRELESS TELECOM PROPOSAL FOR WIRELESS VOICE, DATA SERVICES AND EQUIPMENT
E-RATE ELIGIBLE EDUCATION CUSTOMERS MAY NOT PURCHASE SERVICE UNDER THE VERIZON PLAN PRICING

WIRELESS PROPOSAL FOR: Hidalgo County DA
SERVICE PLAN, CALLING FEATURES, AND EQUIPMENT QUOTES

QUOTE ID 151014173742
DATE 10/14/2015
TERM Annual (12 Months)

RATE PLAN AND FEATURES

THE VERIZON PLANS (1-10 LINES ONLY) - ACCOUNT SHARE	# Sub Account Levels	Discounted Monthly Access	Plan Included Minutes	Included TEXT / PIX / FLIX	Included Data	Data Overage	Monthly Cost	Term Cost
THE VERIZON PLAN X LARGE - 12 GB $80	1	$61.60	Unlimited	Unlim Txt & Pix/Flix	12 GB Share	$15/GB	$61.60	$739.20
		$0.00					$0.00	$0.00
		$0.00					$0.00	$0.00
		$0.00					$0.00	$0.00
		$0.00					$0.00	$0.00
	1						$61.60	$739.20

THE VERIZON PLANS (1-10 LINES ONLY) - LINE ACCESS	Line Count	Monthly Access	Plan Included Minutes	Included TEXT / PIX / FLIX	Included Data	Monthly Cost	Term Cost
THE VERIZON PLAN LINE CHARGE - SMART PHONE $40 (No Discounts Apply)	2	$40.00	Account Share	Account Share	Account Share	$80.00	$960.00
		$0.00				$0.00	$0.00
		$0.00				$0.00	$0.00
		$0.00				$0.00	$0.00
		$0.00				$0.00	$0.00
	2					$80.00	$960.00

23% Discount applies to features of $24.99 and higher when combined with rate plans of $34.99 and higher.

FEATURES	Line Count	Discounted Monthly Access	Monthly Cost	Term Cost
		$0.00	$0.00	$0.00
		$0.00	$0.00	$0.00
		$0.00	$0.00	$0.00
		$0.00	$0.00	$0.00
		$0.00	$0.00	$0.00
			$0.00	$0.00

RATE PLANS AND FEATURES - ESTIMATED COST FOR TERM (Annual (12 Months)): $1,699.20

SEE SECOND PAGE FOR EQUIPMENT COSTS AND TOTALS

EQUIPMENT AND ACCESSORIES

QUARTERLY DEVICE PROMOTIONS	Line Count	Cost per Unit	Subtotal
iPhone 6s 16GB (PP $20+, plus required BB/PDA bolt on feature)	2	$0.00	$0.00
		$0.00	$0.00
		$0.00	$0.00
		$0.00	$0.00
		$0.00	$0.00
		$0.00	$0.00
	2		$0.00

DEVICE	Line Count	Cost per Unit	Subtotal
		$0.00	$0.00
		$0.00	$0.00
		$0.00	$0.00
		$0.00	$0.00
		$0.00	$0.00
		$0.00	$0.00
			$0.00

Eligible accessories receive a 35% discount

ACCESSORIES AND FULL-RETAIL (NO CONTRACT) EQUIPMENT	Line Count	Cost per Unit	Cost per Unit after Discount	Subtotal
				$0.00
				$0.00
				$0.00
				$0.00
				$0.00
				$0.00
				$0.00

EQUIPMENT AND ACCESSORIES ESTIMATED COST	$0.00

INVESTMENT ESTIMATE	Monthly	Term Total
RATE PLAN AND FEATURES ESTIMATED COST FOR TERM [Annual (12 Months)]:	$141.60	$1,699.20
EQUIPMENT AND ACCESSORIES ESTIMATED COST:		$0.00
INVESTMENT TOTAL		**$1,699.20**

4Q15 BUSINESS BILL INCENTIVE CREDIT (BIC) PROMOTIONS	Line Count	BIC Amount	BIC Total
B2B 4G smartphone and 3G iPhone 4S - new line activations (expires 12/31/15) (PP $34.99+)	2	($150.00)	($300.00)
		$0.00	$0.00
		$0.00	$0.00
		$0.00	$0.00
		$0.00	$0.00
	2		($300.00)

QUOTE ID t51014173742

Additional Notes:

* Charge does not include roaming charges, minutes used over allowance, etc. Please consult with your Sales Representative for more information.
** Equipment pricing and availability is subject to change.
*** All applicable price plan and feature discounts have already been applied

Service Pricing provided is for Government Liability Accounts Only and is subject to the terms, provisions and conditions of the State of Texas Department of Information Resources (DIR) Contract No. DIR-SDD-1779 Coverage, service and offers not available in all areas. Full terms and conditions, along with additional price plans offered by Verizon Wireless can be found on the http://www.dir.state.tx.us/ internet website. Price quotes do not reflect Federal Universal Service, E911 and Regulatory Fees, charges, or pass-through assessments. Please see information on Regulatory Surcharges and Fees below for additional details.

All quotes contained in this proposal are subject to the terms and conditions of the State of Texas DIR contract. Your accounts must be in good standing with Verizon wireless to migrate your existing lines of service to the pricing offered in this proposal if your Agency currently has service with Verizon Wireless.

Price Plan changes and discounts may take up to two bill cycles to appear on your Verizon Wireless billing statement for accounts transitioning to an approved State of Texas contract vehicle. As part of our compliance with FCC requirements, Verizon Wireless allows only GPS-compliant devices to be activated on our network. If your current device is not GPS-compliant you will not be able to activate service on our network with your existing equipment.

This Quotation is valid for ninety (90) days from date listed on quote (except for promotional pricing which may expire sooner). Data furnished in this document shall not be duplicated, used, or disclosed in whole or in part for any purpose other than to evaluate the document.

Updated 05/19/2015

Requisition

Req # 00286224

PO #

Date: 10/16/15

Bill To: x
x

'endor : 287024
VERIZON WIRELESS
P.O. BOX 660108
DALLAS TX 75266-0108

Ship To: Hidalgo County District Attorney
100 North Closner 5th Floor
Edinburg Tx 78539

Contact: Obdett Calzada
956-318-2300

Contract No: DIR-SDD 1779

pecial Instructions:

QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
		DIR-SDD 1779		
:.00	MONTH	THE VERIZON PLAN X LARGE- 12 GB $80	61.60	123.20
:.00	MONTH	THE VERIZON PLAN LINE CHARGE- SMART PHONE $40 (iPhone 5S 16GB)	40.00	80.00
:.00	MONTH	THE VERIZON PLAN LINE CHARGE- SMART PHONE $40 (iPhone 5S 16GB)	40.00	80.00
:.00	MONTH	TAXES AND FEES AT $5.00 X 2 = $10.00 X 2/MONTHS = $20.00	10.00	20.00
:.00	EACH	DEVICE- iPhone 5S 16GB	.00	.00
		Account No	Encumbrance	
		5-1223-412-00-080-007-0-532	303.20	
			Freight	.00
			Total	303.20

Authorized By: _____

Requisition

Req # 00286227

PO #

Date: 10/16/15

Bill To: x
x

Vendor: 287024
VERIZON WIRELESS
P.O. BOX 660108
DALLAS TX 75266-0108

Ship To: Hidalgo County District Attorney
100 North Closner 5th Floor
Edinburg Tx 78539

Contact: OBDETT CALZADA
956-318-2300

Contract No: DIR-SDD 1779

Special Instructions:

QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
		DIR-SDD 1779		
:.00	MONTH	THE VERIZON PLAN X LARGE- 12 GB $80	61.60	123.20
:.00	MONTH	THE VERIZON PLAN LINE CHARGE- SMART PHONE $40 (iPhone 5S 16GB)	40.00	80.00
:.00	MONTH	THE VERIZON PLAN LINE CHARGE- SMART PHONE $40 (iPhone 5S 16GB)	40.00	80.00
:.00	EACH	TAXES AND FEES AT $5.00 X 2 = $10.00 X 2/MONTHS = $20.00	10.00	20.00
:.00	EACH	DEVICE- iPhone 5S 16GB	.00	.00
		Account No	Encumbrance	
		5-1100-412-00-080-013-0-532	303.20	
			Freight	.00
			Total	303.20

Authorized By: _____

WIRELESS DEVICE REQUEST FORM W.2011.2

TYPE OF REQUEST

County Owned Wireless Device:	**Wireless Data Device:**	**Stipend:**
☑ Office Use *or* ☐ Individual	☐ Data Card	☐ Cellular Telephone $50/mo
☐ Name Change	☐ Blackberry	☐ Data Pad $25/mo
☐ Equipment Change	☑ Other: iphone 5S 16GB	
☐ Plan Change		
☐ Delete Service		

COUNTY OWNED WIRELESS DEVICE

Office Use / Employee: Office Use Employee ID#_____ Signature:_____

Department: District Attorney's Dept#: 080-002

Quantity: 1

Service: $70.80 mo (x) 2 months = 141.60 Account: 5-1223-412-00-080-007-0-532

Service: $5.00/mo (x) 2 months = 10.00 Account: 5-1223-412-00-080-007-0-532 ~~619/664~~

Requisition Total: $303.20 **Requisition Number:** 286224

STIPEND

(1) Employee:_____ Employee ID#_____ Signature:_____

Department:_____ Dept#:_____

Quantity:_____

Service: $_____/mo (x) ____ months = _____ Account:_____-532

Total:_____

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

Signature	Ricardo Rodriguez, Jr.	09-08-2015
	Print Name	Date

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

Signature	Print Name	Date

(4) IT DEPARTMENT ONLY:

Service Type Codes: The Verizon Plan X Large 12GB @ $30.80 +
The Verizon Plan Line Charge @ $40.00 + $5.00 tx/fees/month

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

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

Current County cell phone policy stipulates that employees that have cell phones assigned to them will be taxed the value of the service. Please see the following IRS document for more information: http://www.irs.gov/govt/fslg/article/0,,id=167154,00.html, EXAMPLE 2.

Revised: 03/09/2011

WIRELESS DEVICE REQUEST FORM W.2011.2

TYPE OF REQUEST

County Owned W. ..ss Device:	Wireless Data Device:	Stipend:
X Office Use or ndividual	☐ Data Card	☐ Cellular Telephone $50/mo
☐ Name Change	☐ Blackberry	☐ Data Pad $25/mo
☐ Equipment Change	X Other: iphone 5S 16GB	
☐ Plan Change		
☐ Delete Service		

COUNTY OWNED WIRELESS DEVICE

Office Use / Employee Office Use Employee ID#_____ Signature:_____

Department District Attorney's Dept#: 080

Quantity: 1

Service: $ 70.80 mo (x) 2 months = 141.60 Account: 5-1100-412-00-080-013-0 -532

Service: $ 5.00 /mo (x) 2 months = 10.00 Account: 5-1100-412-00-080-013-0-532 ~~-619/664~~

Requisition Total: $ 303.20 **Requisition Number:** 286227

STIPEND

(1) Employee:_____ Employee ID#_____ Signature:_____

Department:_____ Dept#:_____

Quantity:_____

Service: $_____/mo (x) ____ months = _____ Account:_____ -532

Total:_____

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

Signature	Print Name	Date
	Ricardo Rodriguez, Jr.	8/5/15

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

Signature	Print Name	Date

(4) IT DEPARTMENT ONLY:

Service Type Codes: The Verizon Plan X Large 12GB @ $30.80 +
The Verizon Plan Line Charge @ $40.00 + $5.00 txs/fees /month

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

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

Current County cell phone policy stipulates that employees that have cell phones assigned to them will be taxed the value of the service. Please see the following IRS document for more information: http://www.irs.gov/govt/fslg/article/0,,id=167154,00.html, EXAMPLE 2.

Revised: 03/09/2011

WIRELESS DEVICE REQUEST FORM W.2011.2

TYPE OF REQUEST

County Owned Wireless Device:	Wireless Data Device:	Stipend:
☒ Office Use *or* Individual	☐ Data Card	☐ Cellular Telephone $50/mo
☐ Name Change	☐ Blackberry	☐ Data Pad $25/mo
☐ Equipment Change	☒ Other: iphone 5S 16GB	
☐ Plan Change		
☐ Delete Service		

COUNTY OWNED WIRELESS DEVICE

Office Use / Employee Office Use Employee ID#_____ Signature:_____

Department: District Attorney's Dept#: 080

Quantity: 1

Service: $70.80/mo (x) 2 months = 141.60 Account: 5-1100-412-00-080-013-0-532

Service: $5.00/mo (x) 2 months = 10.00 Account: 5-1100-412-00-080-013-0-532 ~~-619/664~~

Requisition Total: $303.20 **Requisition Number:** 286227

STIPEND

(1) Employee: _____ Employee ID#_____ Signature:_____

Department:_____ Dept#:_____

Quantity:_____

Service: $_____/mo (x) ____ months = _____ Account:_____-532

Total:_____

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

Signature	Print Name	Date
	Ricardo Rodriguez, Jr.	8/5/15

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

Signature	Print Name	Date

(4) IT DEPARTMENT ONLY:

Service Type Codes: The Verizon Plan X Large 12GB @ $30.80 +tx
The Verizon Plan Line Charge @ $40.00 + $5.00 +txs/fees / month

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

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

Current County cell phone policy stipulates that employees that have cell phones assigned to them will be taxed the value of the service. Please see the following IRS document for more information: http://www.irs.gov/govt/fslg/article/0,,id=167154,00.html, EXAMPLE 2.

Revised: 03/09/2011

WIRELESS DEVICE REQUEST FORM W.2011.2

TYPE OF REQUEST

County Owned Wireless Device:	Wireless Data Device:	Stipend:
☑ Office Use *or* ☐ Individual	☐ Data Card	☐ Cellular Telephone $50/mo
☐ Name Change	☐ Blackberry	☐ Data Pad $25/mo
☐ Equipment Change	☑ Other: iphone 5s 16GB	
☐ Plan Change		
☐ Delete Service		

COUNTY OWNED WIRELESS DEVICE

Office Use / Employee: Office Use Employee ID#_____ Signature:_____

Department: District Attorney's Dept#: 080-002

Quantity: 1

Service: $70.80/mo (x) 2 months = 141.60 Account: 5-1223-412-00-080-007-0532

Service: $5.00/mo (x) 2 months = 10.00 Account: 5-1223-412-00-080-007-0532 ~~619/664~~

Requisition Total: $303.20 **Requisition Number:** 286224

STIPEND

(1) Employee:_____ Employee ID#_____ Signature:_____

Department:_____ Dept#:_____

Quantity:_____

Service: $_____/mo (x) ____ months = _____ Account:_____-532

Total:_____

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

Signature	Print Name	Date
	Ricardo Rodriguez, Jr.	09/08/2015

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

Signature	Print Name	Date

(4) IT DEPARTMENT ONLY:

Service Type Codes: The Verizon Plan X Large 12GB @ $30.80 + The Verizon Plan Line Charge @ $40.00 + $5.00 taxes/fees /month.

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

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

Current County cell phone policy stipulates that employees that have cell phones assigned to them will be taxed the value of the service. Please see the following IRS document for more information: http://www.irs.gov/govt/fslg/article/0,,id=167154,00.html, EXAMPLE 2.

Revised: 03/09/2011

AI-51802 **IT Department** **14. B.**

CC - REGULAR

Meeting Date: 10/27/2015

Submitted By: Griselda Salazar, IT DEPARTMENT

Department: IT DEPARTMENT

Information

CAPTION

CONSTABLE PCT. 3
Authorization and approval to purchase new gps devices with service through the County's membership/participation with CONTRACT: HGAC CW10-14 for SPRINT for the following:

Qty:	Description:	User:	Service Plan Charge:	Equipment Cost:
20	GPS units	Office Use		Geotab GO7/FL7 OBDII Modem @ $9.99 each
20	Data Plan	Office Use	Geotab Pro/FleetLocate w/Fusion 5mb Pooled Data Plan @ $24.25 each per month	

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2015 **ACCT. #:** 5-1100-421-00-293-001-0-XXX

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

BUDGETARY IMPACT:

Funds available as of 10/15/15.
Requisition#282818

Attachments

Backup
agreement
pricing

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	10/15/2015 10:02 AM
Purchasing Department	Monica Badillo	10/23/2015 07:16 PM
Form Started By: Griselda Salazar		Started On: 10/14/2015 11:07 AM
Final Approval Date: 10/23/2015		

Sprint

Sprint Wireless Equipment & Services Quotation

Geotab GO7/FL7 OBDII Modems & Geotab Pro/Fleet Locate Service $24.25/month.

Control Number:
150819RH

Customer Information	
Customer Name:	Hidalgo County Pct 3 Constables Office
Financial Contact Name:	Lazro "Larry" Gallardo Jr.
Address:	730 N. Breyfogle Suite B
City:	Mission
State:	TX
Zip:	78574
Financial Contact Phone:	956-205-7031/956-239-3368
Email Address:	larry.gallardo@co.hidalgo.tx.us
Acct # (if applicable):	NEW

Sales Representative Information	
Name & Title:	Robert Hahn - PSAM III
Phone:	956-227-8642
Email Address:	robert.hahn@sprint.com
Sprint Solutions, Inc.	
Remit To Address:	PO BOX 4191, Carol Stream, IL 60197-4191
Vendor PO Address:	12502 Sunrise Valley Drive, Reston VA 20196
Tax ID#	43-0882463
Contract Number:	HGAC CW10-14

QUOTE DATE:	Expiration Date:	Contract Vehicle:	Discounts	
			Accessory	MRC
08/19/15	10/31/15	HGAC CW10-14	20%	24%

Accessories

Qty.	Model	Suggested Retail Price	20% Discount	Equipment Subtotal
0		$0.00	$0.00	$0.00
0		$0.00	$0.00	$0.00
0		$0.00	$0.00	$0.00
0		$0.00	$0.00	$0.00
0			**Subtotal for Accessories**	**$0.00**

Equipment Options: Note Handset credit and promotions only apply per device with the purchase of an associated service plan

Qty.	Model	SKU#	Suggested Retail Price	2yr Gov Discount Price	Additional Discount	Net Equipment Cost	Equipment Subtotal
0			$0.00	$0.00	$0.00	$0.00	$0.00
0			$0.00	$0.00	$0.00	$0.00	$0.00
0			$0.00	$0.00	$0.00	$0.00	$0.00
0			$0.00	$0.00	$0.00	$0.00	$0.00
20	Geotab GO7/FL7 OBDII Modem		$199.99	$59.99	-$50.00	$9.99	$199.80
20						**Subtotal for Equipment***	**$199.80**

Monthly Recurring Rate Plan Charges

Qty.	Rate Plan	MRC	24% MRC Discount	Net Price	Extended Monthly Price
20	Geotab Pro/FleetLocate w/Fusion 5mb Pooled Data Plan	$24.25	NET	$24.25	$485.00
0		$0.00	$0.00	$0.00	$0.00
0		$0.00	$0.00	$0.00	$0.00
0		$0.00	$0.00	$0.00	$0.00
0		$0.00	$0.00	$0.00	$0.00
20				****Subtotal for monthly recurring service**	**$485.00**
				Enter number of months in contract	1
				Total Services Charge for Term	**$485.00**

Total Equipment Protection Monthly Recurring Charges

Qty.	Description	List MRC	Extended Monthly Price
0		$0.00	**$0.00**

Total One-Time Equipment & Accessory Charges	**$199.80**
****Subtotal for monthly recurring service**	**$485.00**
Total Estimated Credits (from page 2)	**$0.00**
Estimated first full month of service plus equipment and other charges	**$684.80**
Estimated total of contract (Monthly recurring charges only)	**$485.00**

This Quote Estimation is intended to provide approximate information about Sprint products and services and does not constitute an offer. Your actual costs and savings may vary. Additional taxes, fees and other charges may apply. The Estimate provided is subject to change at any time and other conditions may apply. Some services may be provided and billed through third parties. Pricing and promotions may have expiration dates, limited availability and term requirements.

**Monthly charges exclude taxes and Sprint Surcharges [incl. USF charge of up to 15.1% (varies quarterly), Administrative Charge (up to $2.50/line/mo.), Regulatory Charge (40¢/line/mo.) & state/local fees by area]. Sprint Surcharges are not taxes or gov't-required charges and are subject to change. Details: sprint.com/taxesandfees.

Sprint

Sprint Wireless Equipment & Services Quotation

Geotab GO7/FL7 OBDII Modems & Geotab Pro/Fleet Locate Service $24.25/month.

Control Number:
150819RH

Customer Information	
Customer Name:	Hidalgo County Pct 3 Constables Office
Financial Contact Name:	Lazro "Larry" Gallardo Jr.
Address:	730 N. Breyfogle Suite B
City:	Mission
State:	TX
Zip:	78574
Financial Contact Phone:	956-205-7031/956-239-3368
Email Address:	larry.gallardo@co.hidalgo.tx.us

Sales Representative Information	
Name & Title:	Robert Hahn - PSAM III
Phone:	956-227-8642
Email Address:	robert.hahn@sprint.com
	Sprint Solutions, Inc.
Remit To Address:	PO BOX 4191, Carol Stream, IL 60197-4191
Vendor PO Address:	12502 Sunrise Valley Drive, Reston VA 20196
Tax ID#	43-0882463
Contract Number:	HGAC CW10-14

Sprint Buyback and Recycling Program Credits

Sprint BuyBack and Recycling Program Credits. - This is an estimate only. Credits are calculated as an estimate based upon the rates that are current as of this quote date. This Buyback Estimation is intended to provide approximate information about Sprint Buyback service credits and does not constitute an offer. Your actual savings may vary. The Buyback rates are subject to change at any time and other conditions may apply. Buyback Credits actually applied to devices will reflect the rates at the time of device return, which may differ from the estimates provided herein.

For additional information on Sprint's Electronic Stewarship Policy, please review the following document:
http://www.sprint.com/responsibility/environment/docs/ElectronicsStewardshipPolicy.pdf
To review specific information for your account, please visit: www.sprintbuyback.com/crp and enter your business account number (nine digits).

Qty.	Device Description	Buyback Credit per Device	Extended Estimated Buyback Credit
0		$0.00	$0.00
		$0.00	$0.00
		$0.00	$0.00
		$0.00	$0.00
		$0.00	$0.00
		Total Estimated Credits	**$0.00**

Credits: Port-in credits applied following 61st day from port in activation date

Qty.	Description	Value	Extended Credit
0	Port-in Credit Feature Plans	$0.00	$0.00
0	Port-in Credit PDA/Smartphone/MBB	$0.00	$0.00
0		$1.00	$0.00
0		**Total Invoice Credit**	**$0.00**

Total Estimated Credits	**$0.00**

WIRELESS DEVICE REQUEST FORM W.2011.2

TYPE OF REQUEST

County Owned Wireless Device:	**Wireless Data Device:**	**Stipend:**
☑ Office Use *or* ☑ Individual	☐ Data Card	☐ Cellular Telephone $50/mo
☐ Name Change	☐ Blackberry	☐ Data Pad $25/mo
☐ Equipment Change	☑ Other:	
☐ Plan Change		
☐ Delete Service		

COUNTY OWNED WIRELESS DEVICE

Office Use / Employee: Office Use Employee ID#_____ Signature: Lazaro Gallardo Jr.

Department: Constable 3 Dept#: 293

Quantity: 20 x10 equipments

Service: $24.25/mo (x) 3 months = $727.50 Account: 5-1100-421-00-293-0010 -532

Equipment: 9.99/mo (x) 1 months = 199.80 Account: 5-1100-421-00-293-001-0-610 -619/664-

Requisition Total: $927.30 **Requisition Number:** 282818

STIPEND

(1) Employee:_____ Employee ID#_____ Signature:_____

Department:_____ Dept#:_____

Quantity:_____

Service: $_____/mo (x) ____ months = _____ Account:_____ -532

Total:_____

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

Lazaro Gallardo Jr.	Lazaro Gallardo Jr.	9/30/15
Signature	Print Name	Date

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

Signature	Print Name	Date

(4) IT DEPARTMENT ONLY:

Service Type Codes: 20 Geotab G07/FL7 OBDII Modem @ 9.99 each

20 Geotab ProFleet Locate w/fusion 5MB Pooled Data Plan @ 24.25 each - per month.

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

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

Current County cell phone policy stipulates that employees that have cell phones assigned to them will be taxed the value of the service. Please see the following IRS document for more information: http://www.irs.gov/govt/fslg/article/0,,id=167154,00.html, EXAMPLE 2.

Revised: 03/09/2011

Requisition

Req # 00282818

PO #

Date: 08/20/15

Bill To: x
x

Vendor : 210501
SPRINT
P O BOX 660092
DALLAS TX 75266-0092

Ship To: HIDALGO CO. CONSTABLE PCT 3
730 BREYFOGLE
STE. B
MISSION TX 78572

Contact: R. RAMOS
956-205-7031

Contract No: HGAC CW10-14

Special Instructions:

QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
		REQUESTING A PO FOR WIRELESS DEVICES FOR THE CONSTABLE PRECINCT 3 DEPARTMENT. DO NOT DUPLICATE ORDER		
20.00	EACH	GEOTAB G07/FL7 OBDII MODEM	9.99	199.80
3.00	EACH	GEOTAB PRO/FLEET LOCATE W/FUSION 5MB POOLED DATA PLAN (10 devices)	242.50	727.50
		Account No	Encumbrance	
		5-1100-421-00-293-001-0-532	727.50	
		5-1100-421-00-293-001-0-610	199.80	
			Freight	.00
			Total	927.30
		REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233		

Authorized By: _____

END USER AGREEMENT
WIRELESS & VOIP TELECOMMUNICATIONS EQUIPMENT & SERVICES
H-GAC CONTRACT #CW10-14

This End User Agreement ("Agreement") is entered into between Sprint Solutions, Inc. ("Sprint") and _____, ("End User") under the Houston Galveston Area Council ("H-GAC") the Contract for Wireless & VOIP Telecommunications Equipment & Services No. CW10-14 dated October 1, 2014, as may have been amended ("H-GAC Contract") to provide commercially available national, digital wireless telecommunications equipment (the "Equipment") and services (the "Service(s)") to End Users who have entered into an Interlocal Contract with H-GAC.

Sprint and End User agree as follows:

1. **Relationship of Parties.** By signing below, the End User represents and warrants that it is eligible and authorized to purchase Equipment and Services through the H-GAC Contract. Upon execution of the Agreement by End User, End User will be eligible to submit orders for the Equipment and Services set forth in the H-GAC Contract.

2. **End User Terms and Conditions.** By signing this Agreement, End User agrees to be bound by the Sprint End User Standard Terms and Conditions for Communication Services ("End User Terms and Conditions") which are incorporated into this Agreement by this reference as posted to www.sprint.com/hgac. Sprint may change its End User Terms and Conditions from time-to-time without notice.

3. **Wireline Charges. (Do not complete this Section if purchasing wireless Services only under the H-GAC Contract).** If End User is purchasing Sprint wireline Services and Equipment through the H-GAC Contract, please complete the following information below:

   A. Sprint will provide the wireline Services and Equipment at the prices specified in Quote #_____ dated _____, as attached to this Agreement and incorporated by this reference. The terms and conditions of this Agreement will take precedence over any contrary statements in the Quote.

4. **Payment.** If End User is a Texas government agency, End User will comply with Chapter 2251, Texas Government Code, in making payments to Sprint. The statute states that payment for goods and services are due thirty (30) days after the goods are provided, the services completed or a correct invoice is received, whichever is later. Payment under the H-GAC Contract shall not foreclose the right to recover wrongful payments.

5. **End User Information**. The following is the relevant End User contact information:

Name: _____

Billing Address: _____

_____

_____

Billing Contact: _____

Phone Number: _____

Email Address: _____

6. In order to become effective this Agreement must be executed by a duly authorized representative of End User and delivered to Sprint no later than 30 days after signing. Upon End User's execution of this Agreement, it shall be deemed accepted by Sprint without counter-signature; provided that, End User does not make any modifications, addition, supplement and/or other change(s) ("Changes") to this Agreement or to the End User Terms and Conditions. Any Changes to this Agreement or the End User Terms and Conditions by End User shall render this Agreement null and void.

By: _____
Authorized Signature

Date: _____

Name and Title: _____
(please type or print)

Address: _____

_____

Sprint
12502 Sunrise Valley Drive
Reston, VA 20196
Office: (703) 433-8581 Fax: (866) 515-0932

Michaela Clairmonte
Manager
Contract Negotiations & Management

December 19, 2014

Brian Denzel
Purchasing Coordinator
Houston Galveston Area Council
3555 Timmons Lanes, Suite 120
Houston, TX 77027

Re: Pricing Updates to Sprint Wireless Contract #CW10-14 (#BSG1409-0689)

Dear Mr. Denzel,

Upon receipt of written approval from the Houston Galveston Area Council ("H-GAC"), Sprint Solutions, Inc. ("Sprint") is excited to make available to the H-GAC and the H-GAC End Users (collectively known as, "HGAC End User" or "Customer") the following price changes (reference #BSG1409-0689) under Contract No. CW10-14 ("Contract").

1. **Effective immediately upon approval from HGAC, the parties agree to add the following new "Sprint Government Choice Value Plan" to Contract No. CW10-14 as provided below:**

1.1 Sprint Government Choice Value Plan

Sprint Government Choice Value Plan	
NET MRC	**$47.99 NET MRC; Service Pricing Discounts will not apply**
Anytime Minutes	400
Anytime Minutes Overage	$0.25/minute
Sprint Mobile-to-Mobile	Unlimited
Unlimited Nights & Weekends starting at 7 pm	Unlimited
Shared Minutes	Included [1]
Direct Connect® and Group Connect®	Unlimited
Nationwide Long Distance	Included
Caller ID &Voice Mail	Included
Unlimited internet browsing and e-mail	Included
Unlimited Messaging	Included
Data Roaming	$0.002/KB
Upgrade Term	24 Months
Premium Data Requirement	Included

[1] Corporate-Liable Active Units on the Sprint Government Choice Value Plan with SDC will share Anytime Minutes with only the Business Essentials family of plans.

1) Wireless high speed data coverage is not available everywhere and requires a wireless high speed data-compatible phone. Where the wireless high speed data network is available and a wireless high speed data-compatible phone is used, Corporate-Liable Active Units will first attempt to connect to the Sprint 4G Network, then the Sprint 3G Network, and then will default to the Nationwide Sprint Network depending on coverage and network availability.

2) Direct Connect and Group Connect are available on select devices. Additional Direct Connect features, including, but not limited to, TeamDC[SM], are available with certain devices and may be subject to an additional charge.

2. Effective immediately upon approval from HGAC, the parties agree to add the following new "Sprint Government Choice Economy Plan" to Contract No. CW10-14 as provided below:

2.1 Sprint Government Choice Economy Plan

Sprint Government Choice Economy Plan	
NET MRC	**$49.99 NET MRC; Service Pricing Discounts will not apply**
Anytime Minutes	400
Anytime Minutes Overage	$0.25/minute
Sprint Mobile-to-Mobile	Unlimited
Unlimited Nights & Weekends starting at 7 pm	Unlimited
Shared Minutes	Included [1]
Direct Connect® and Group Connect®	Unlimited
Nationwide Long Distance	Included
Caller ID &Voice Mail	Included
Unlimited internet browsing and e-mail	Included
Unlimited Messaging	Included
Upgrade Term	24 Months
Premium Data Requirement	Included
Data Roaming	Included*

* Data roaming is subject to the data roaming sections of the Wireless Services Product Annex.

[1] Corporate-Liable Active Units on the Sprint Government Choice Economy Plan with SDC will share Anytime Minutes with only the Business Essentials family of plans.

1) Wireless high speed data coverage is not available everywhere and requires a wireless high speed data-compatible phone. Where the wireless high speed data network is available and a wireless high speed data-compatible phone is used, Corporate-Liable Active Units will first attempt to connect to the Sprint 4G Network, then the Sprint 3G Network, and then will default to the Nationwide Sprint Network depending on coverage and network availability.

2) Direct Connect and Group Connect are available on select devices. Additional Direct Connect features, including, but not limited to, TeamDC[SM], are available with certain devices and may be subject to an additional charge.

3. Effective immediately upon approval from HGAC, the parties agree to add the following new "Sprint Custom 300 Smartphone Plan" to Contract No. CW10-14 as provided below:

3.1 Sprint Custom 300 Smartphone

	Custom 300 Smartphone Voice & Data
Net MRC Service Pricing Discounts will not apply	**$37.99 NET MRC**
Anytime Minutes	300
Anytime Minutes Overage	$0.40/minute
Sprint Mobile-to-Mobile	Included
Unlimited Direct Connect® and Group Connect®	Included
Unlimited Nights & Weekends starting at 9 pm	Unlimited
Pooled Anytime Minutes	Included

	Custom 300 Smartphone Voice & Data
Nationwide Long Distance	Included
Voice Roaming	Included
Caller ID &Voice Mail	Included
Unlimited Internet Browsing and Email	Included
Data Roaming	Included*
Domestic Messaging	Unlimited
Premium Data	Included
Device Availability[1]	LG Optimus F3 [1]

*Data roaming is subject to the data roaming sections of the Wireless Services Product Annex.

[1] Price plan is only applicable for select devices including LG Optimus F3, and other comparable devices to be agreed upon by the parties.

A. Wireless high speed data coverage is not available everywhere and requires a wireless high speed data-compatible phone. Where the wireless high speed data network is available and a wireless high speed data-compatible phone is used, Corporate-Liable Active Units will first attempt to connect to the Sprint 3G Network, and then will default to the Nationwide Sprint Network depending on coverage and network availability.

B. Direct Connect and Group Connect are available on select devices. Additional features, including, but not limited to, TeamDC, are available with certain devices and may be subject to an additional charge.

C. Corporate-Liable Active Units on the Sprint Custom 300 Smartphone will share Anytime Minutes with only the Business Essentials family of plans.

4. Effective immediately upon approval from HGAC, the parties agree to add the following new "Spireon FleetLocate Trailer Management Solution" to Contract No. CW10-14 as provided below:

4.1 SPIREON FLEETLOCATE TRAILER MANAGEMENT SOLUTION – OPTION A. The Spireon FleetLocate Trailer Management Solution – Option A ("FleetLocate Trailer Solution-A") includes a web-based trailer management Application from Spireon, Inc. ("Spireon") that provides real-time trailer location information ("Spireon Trailer Application"). The Business Plan set forth in this section is available only for activation on the Spireon FL12 and Spireon FL22 wireless devices provided by Spireon ("Trailer Devices"). In addition to access to the Spireon Trailer Application, the MRC for the FleetLocate Trailer Solution-A includes access to the Nationwide Sprint Network, training, and standard ground shipping for the Trailer Devices. Trailer Devices, installation, Managed Network Services and maintenance support are not included. Customer may purchase these services from Sprint for an additional charge or from another provider acceptable to Sprint in Sprint's sole discretion. Title to the Trailer Devices remains with Spireon; Customer is not purchasing the Trailer Devices under this Contract.

Charges

	FL12 Trailer Device	FL22 Trailer Device
MRC	**$12.95***	**$14.95***
Data Services in Megabytes ("MB")	5MB	5MB
Overage per KB	$0.003	$0.003
Spireon Web-Based Software	Included	Included
Device Activation Fee**	$27.95	$27.95
Trailer Device Fee**	$249	$300
Minimum Service Term	3 Years	5 Years

* MRC is net of all discounts. Customer's Service Pricing Discount is not applicable.

** The Device Activation Fee and the Trailer Device Fee are each one-time charges that will be applied for each Trailer Device activated with the FleetLocate Trailer Solution-A.

Activations of the FleetLocate Trailer Solution-A may not be eligible for service credits, wireless device discounts, or rebates. The FleetLocate Trailer Solution-A may not be purchased in conjunction with certain Sprint promotions or contests.

B. Customer's use of the Spireon Trailer Application and the Trailer Devices is subject to Customer's acceptance of the Spireon Tracking Solution Agreement presented to Customer upon first log-in to the Spireon portal ("Spireon Terms"). Customer must agree to the Spireon Terms before Spireon offers any services associated with the FleetLocate Trailer Solution-A. Pursuant to the Spireon Terms, Customer agrees to pay any applicable charges to Spireon related to expedited shipping, installation, or repair, replacement and returns of the Trailer Devices. The Spireon Terms are subject to change without prior notice to Customer.

C. **Technical Support.** For technical support related to the FleetLocate Trailer Solution-A, Customer should call Spireon at 866-398-4087.

4.2 SPIREON FLEETLOCATE TRAILER MANAGEMENT SOLUTION – OPTION B. The Spireon FleetLocate Trailer Management Solution – Option B ("FleetLocate Trailer Solution-B") includes a web-based trailer management Application from Spireon, Inc. ("Spireon") that provides real-time trailer location information ("Spireon Trailer Application"). The Business Plan set forth in this section is available only for activation on the Spireon FL12 and Spireon FL22 wireless devices provided by Spireon ("Trailer Devices"). In addition to access to the Spireon Trailer Application, the MRC for the FleetLocate Trailer Solution-B includes access to the Nationwide Sprint Network, use of the Trailer Device, training, and standard ground shipping for the Trailer Device. Installation, Managed Network Services and maintenance support are not included. Customer may purchase these services from Sprint for an additional charge or from another provider acceptable to Sprint in Sprint's sole discretion. Title to the Trailer Devices remains with Spireon; Customer is not purchasing the Trailer Devices under this Contract.

A. Charges

	FL12 Trailer Device	**FL22 Trailer Device**
MRC	**$19.95***	**$20.95***
Data Services in Megabytes ("MB")	5MB	5MB
Overage per KB	$0.003	$0.003
Spireon Web-Based Software	Included	Included
Device Activation Fee**	$27.95	$27.95
Minimum Service Term	3 Years	5 Years

* MRC is net of all discounts. Customer's Service Pricing Discount is not applicable.

** The Device Activation Fee is a one-time charge that will be applied for each Trailer Device activated with the FleetLocate Trailer Solution-B.

(1) Activations of the FleetLocate Trailer Solution-B may not be eligible for service credits, wireless device discounts, or rebates. The FleetLocate Trailer Solution-B may not be purchased in conjunction with certain Sprint promotions or contests.

(2) Customer may not transfer Trailer Devices from the FleetLocate Trailer Solution-B to the Spireon FleetLocate Trailer Management Solution – Option A Business Plan prior to the expiration of the applicable Minimum Service Term.

B. Customer's use of the Spireon Trailer Application and the Trailer Devices is subject to Customer's acceptance of the Spireon Tracking Solution Agreement presented to Customer upon first log-in to the Spireon portal ("Spireon Terms"). Customer must agree to the Spireon Terms before Spireon offers any services associated with the FleetLocate Trailer Solution-B. Pursuant to the Spireon Terms, Customer agrees to pay any applicable charges to Spireon related to expedited shipping, installation, or repair, replacement and returns of the Trailer Devices. The Spireon Terms are subject to change without prior notice to Customer.

C. **Technical Support.** For technical support related to the FleetLocate Fleet Solution, Customer should call Spireon at 866-398-4087.

5. Effective immediately upon approval from HGAC, the parties agree to add the following new "Spireon FleetLocate Asset Solution" to Contract No. CW10-14 as provided below:

5.1 SPIREON FLEETLOCATE ASSET SOLUTION – OPTION A. The Spireon FleetLocate Asset Solution – Option A ("FleetLocate Asset Solution-A") includes a web-based asset tracking Application from Spireon, Inc. ("Spireon") that provides one or two location pings each day to enable Customer to monitor its assets and inventory ("Spireon Asset Application"). The Business Plan set forth in this section is available only for activation on the Spireon FL700 wireless device provided by Spireon ("FL700 Device"). In addition to access to the Spireon Asset Application, the MRC for the FleetLocate Asset Solution-A includes access to the Nationwide Sprint Network, training, and standard ground shipping for the FL700 Device. F700 Devices, installation, Managed Network Services and maintenance support are not included. Customer may purchase these services from Sprint for an additional charge or from another provider acceptable to Sprint in Sprint's sole discretion. Title to the FL700 Devices remains with Spireon.

A. Charges

MRC	**$10.95***
Data Services in Megabytes ("MB")	1MB
Overage per KB	$0.003
Spireon Web-Based Software	Included
Device Activation Fee**	$27.95
FL700 Fee**	$249

* MRC is net of all discounts. Customer's Service Pricing Discount is not applicable.

** The Device Activation Fee and the FL700 Fee are each one-time charges that will be applied for each FL700 Device activated with the FleetLocate Asset Solution-A.

(1) Activations of the FleetLocate Asset Solution-A may not be eligible for service credits, wireless device discounts, or rebates. The FleetLocate Asset Solution-A may not be purchased in conjunction with certain Sprint promotions or contests.

(2) A three year Minimum Service Term is required for the FleetLocate Asset Solution-A.

B. Customer's use of the Spireon Asset Application and the FL700 Devices is subject to Customer's acceptance of the Spireon Tracking Solution Agreement presented to Customer upon first log-in to the Spireon portal ("Spireon Terms"). Customer must agree to the Spireon Terms before Spireon offers any services associated with the FleetLocate Asset Solution-A. Pursuant to the Spireon Terms, Customer agrees to pay any applicable charges to Spireon related to expedited shipping, installation, or repair, replacement and returns of the FL700 Devices. The Spireon Terms are subject to change without prior notice to Customer.

C. Technical Support. For technical support related to the FleetLocate Asset Solution-A, Customer should call Spireon at 866-398-4087.

5.2 SPIREON FLEETLOCATE ASSET SOLUTION – OPTION B. The Spireon FleetLocate Asset Management Solution – Option B ("FleetLocate Asset Solution-B") includes a web-based asset tracking Application from Spireon, Inc. ("Spireon") that provides one or two location pings each day to enable Customer to monitor its assets and inventory ("Spireon Asset Application"). The Business Plan set forth in this section is available only for activation on the Spireon FL700 wireless device provided by Spireon ("FL700 Device"). In addition to access to the Spireon Asset Application, the MRC for the FleetLocate Asset Solution-B includes access to the Nationwide Sprint Network, use of the FL700 Device, training, and standard ground shipping for the FL700 Device. Installation, Managed Network Services and maintenance support are not included. Customer may purchase these services from Sprint for an additional charge or from another provider acceptable to Sprint in Sprint's sole discretion. Title to the FL700 Devices remains with Spireon.

A. Charges

MRC	$18.95*
Data Services in Megabytes ("MB")	1MB
Overage per KB	$0.003
Spireon Web-Based Software	Included
Device Activation Fee**	$27.95

* MRC is net of all discounts. Customer's Service Pricing Discount is not applicable.

** The Device Activation Fee is a one-time charge that will be applied for each FL700 Device activated with the FleetLocate Asset Solution-B.

(1) Activations of the FleetLocate Asset Solution-B may not be eligible for service credits, wireless device discounts, or rebates. The FleetLocate Asset Solution-B may not be purchased in conjunction with certain Sprint promotions or contests.

(2) A three year Minimum Service Term is required for the FleetLocate Asset Solution-B. Customer may not transfer FL700 Devices from the FleetLocate Asset Solution-B to the Spireon FleetLocate Asset Solution – Option A Business Plan prior to the expiration of the three year Minimum Service Term.

B. Customer's use of the Spireon Asset Application and the FL700 Devices is subject to Customer's acceptance of the Spireon Tracking Solution Agreement presented to Customer upon first log-in to the Spireon portal ("Spireon Terms"). Customer must agree to the Spireon Terms before Spireon offers any services associated with the FleetLocate Asset Solution-B. Pursuant to the Spireon Terms, Customer agrees to pay any applicable charges to Spireon related to expedited shipping, installation, or repair, replacement and returns of the FL700 Devices. The Spireon Terms are subject to change without prior notice to Customer.

C. Technical Support. For technical support related to the FleetLocate Asset Solution-B, Customer should call Spireon at 866-398-4087.

6. Effective immediately upon approval from HGAC, the parties agree to add the following new "Spireon FleetLocate Fleet Management Solution" to Contract No. CW10-14 as provided below:

6.1 SPIREON FLEETLOCATE FLEET MANAGEMENT SOLUTION. The Spireon FleetLocate Fleet Management Solution ("FleetLocate Fleet Solution") includes a web-based fleet management Application from Spireon, Inc. ("Spireon") that provides real-time vehicle location information ("Spireon Fleet Application"). The Business Plan set forth in this section is available only for activation on the Spireon FL18 wireless device provided by Spireon ("FL18 Device"). In addition to access to the Spireon Fleet Application, the MRC for the FleetLocate Fleet Solution includes access to the Nationwide Sprint Network, use of the FL18 Device, basic installation, training, and standard ground shipping for the FL18 Device. Managed Network Services and maintenance support are not included. Customer may purchase these services from Sprint for an additional charge or from another provider acceptable to Sprint in Sprint's sole discretion. Title to the FL18 Devices remains with Spireon.

A. Charges

MRC	$29.95*
Data Services in Megabytes ("MB")	5MB
Overage per KB	$0.003
Spireon Web-Based Software	Included
Device Activation Fee**	$27.95
Garmin	$5.00*
Garmin Activation Fee	$24.00
Power Take-Off Tracking	$3.00

* MRC is net of all discounts. Customer's Service Pricing Discount is not applicable.

** The Device Activation Fee is a one-time charge that will be applied for each FL18 Device activated with the FleetLocate Fleet Solution.

(1) Activations of the FleetLocate Fleet Solution are not eligible for service credits, wireless device discounts, or rebates. The FleetLocate Fleet Solution may not be purchased in conjunction with certain Sprint promotions or contests.

(2) A three year Minimum Service Term is required for the FleetLocate Fleet Solution.

(3) Garmin is an optional feature that provides navigation and messaging for the FleetLocate Fleet Solution via fleet-ready personal navigation devices from Garmin Ltd. The MRC for the Garmin feature includes the Garmin FMI cable, installation, service and the messaging tab in the FleetLocate Fleet Solution user interface. The Garmin personal navigation device is not included. The Garmin Activation Fee is a one-time charge that will be applied for each Garmin feature activated with the FleetLocate Fleet Solution.

(4) Power Take-Off Tracking is an optional feature that tracks when a vehicle's Power Take-Off (PTO) feature is on or off. PTO information is available to Customer via alerting, reporting, and the Spireon portal. The MRC for the PTO Tracking feature includes standard installation, which requires a 12-volt connection inside the cab of the vehicle.

B. Customer's use of the Spireon Fleet Application and the FL18 Devices is subject to Customer's acceptance of the Spireon Tracking Solution Agreement presented to Customer upon first log-in to the Spireon portal ("Spireon Terms"). Customer must agree to the Spireon Terms before Spireon offers any services associated with the FleetLocate Fleet Solution. Pursuant to the Spireon Terms, Customer agrees to pay any applicable charges to Spireon related to expedited shipping, installation, or repair, replacement and returns of the FL18 Devices. The Spireon Terms are subject to change without prior notice to Customer.

C. Technical Support. For technical support related to the FleetLocate Fleet Solution, Customer should call Spireon at 866-398-7906.

7. Effective immediately upon approval from HGAC, the parties agree to add the following new "Spireon FleetLocate Powered Equipment Management Solution" to Contract No. CW10-14 as provided below:

7.1 SPIREON FLEETLOCATE POWERED EQUIPMENT MANAGEMENT SOLUTION – OPTION A. The Spireon FleetLocate Powered Equipment Management Solution – Option A ("FleetLocate Powered Equipment Solution-A") includes a web-based fleet management Application from Spireon, Inc. ("Spireon") that provides real-time "Powered Equipment" location information ("Spireon Powered Equipment Application"). The Business Plan set forth in this section is available only for activation on the Spireon FL12EQ wireless device provided by Spireon ("Powered Equipment Devices"). In addition to access to the Spireon Powered Equipment Application, the MRC for the FleetLocate Powered Equipment Solution-A includes access to the Nationwide Sprint Network, training, and standard ground shipping for the Powered Equipment Device. Powered Equipment Devices, installation, Managed Network Services and maintenance support are not included. Customer may purchase these services from Sprint for an additional charge or from another provider acceptable to Sprint in Sprint's sole discretion. Title to the Powered Equipment Devices remains with Spireon; Customer is not purchasing the Powered Equipment Devices under this Contract.

A. Charges

	FL12EQ Powered Equipment Device
MRC	**$12.95***
Data Services in Megabytes ("MB")	5MB
Overage per KB	$0.003
Spireon Web-Based Software	Included
Device Activation Fee**	$27.95

* MRC is net of all discounts. Customer's Service Pricing Discount is not applicable.

** The Device Activation Fee is a one-time charge that will be applied for each Powered Equipment Device activated with the FleetLocate Powered Equipment Solution-A.

(1) Activations of the FleetLocate Powered Equipment Solution-A may not be eligible for service credits, wireless device discounts, or rebates. The FleetLocate Powered Equipment Solution-A may not be purchased in conjunction with certain Sprint promotions or contests.

B. Customer's use of the Spireon Powered Equipment Application and the Powered Equipment Devices is subject to Customer's acceptance of the Spireon Tracking Solution Agreement presented to Customer

upon first log-in to the Spireon portal ("Spireon Terms"). Customer must agree to the Spireon Terms before Spireon offers any services associated with the FleetLocate Powered Equipment Solution-A. Pursuant to the Spireon Terms, Customer agrees to pay any applicable charges to Spireon related to expedited shipping, installation, or repair, replacement and returns of the Powered Equipment Devices. The Spireon Terms are subject to change without prior notice to Customer.

C. Technical Support. For technical support related to the FleetLocate Powered Equipment Solution-A, Customer should call Spireon at 866-398-7906.

7.2 SPIREON FLEETLOCATE POWERED EQUIPMENT MANAGEMENT SOLUTION – OPTION B. The Spireon FleetLocate Powered Equipment Management Solution – Option B ("FleetLocate Powered Equipment Solution-B") includes a web-based fleet management Application from Spireon, Inc. ("Spireon") that provides real-time "Powered Equipment" location information ("Spireon Powered Equipment Application"). The Business Plan set forth in this section is available only for activation on the Spireon FL12EQ wireless device provided by Spireon ("Powered Equipment Devices"). In addition to access to the Spireon Powered Equipment Application, the MRC for the FleetLocate Powered Equipment Solution-B includes access to the Nationwide Sprint Network, use of the Powered Equipment Device, training, and standard ground shipping for the Powered Equipment Device. Installation, Managed Network Services and maintenance support are not included. Customer may purchase these services from Sprint for an additional charge or from another provider acceptable to Sprint in Sprint's sole discretion. Title to the Powered Equipment Devices remains with Spireon; Customer is not purchasing the Powered Equipment Devices under this Contract.

A. Charges

	FL12EQ Trailer Device
MRC	**$19.95***
Data Services in Megabytes ("MB")	5MB
Overage per KB	$0.003
Spireon Web-Based Software	Included
Device Activation Fee**	$27.95
Minimum Service Term	3 Years

* MRC is net of all discounts. Customer's Service Pricing Discount is not applicable.

** The Device Activation Fee is a one-time charge that will be applied for each Powered Equipment Device activated with the FleetLocate Powered Equipment Solution-B.

(1) Activations of the FleetLocate Powered Equipment Solution-B may not be eligible for service credits, wireless device discounts, or rebates. The FleetLocate Powered Equipment Solution-B may not be purchased in conjunction with certain Sprint promotions or contests.

(2) Customer may not transfer Powered Equipment Devices from the FleetLocate Powered Equipment Solution-B to the Spireon FleetLocate Powered Equipment Management Solution – Option A Business Plan prior to the expiration of the applicable Minimum Service Term.

B. Customer's use of the Spireon Powered Equipment Application and the Powered Equipment Devices is subject to Customer's acceptance of the Spireon Tracking Solution Agreement presented to Customer upon first log-in to the Spireon portal ("Spireon Terms"). Customer must agree to the Spireon Terms before Spireon offers any services associated with the FleetLocate Powered Equipment Solution-B. Pursuant to the Spireon Terms, Customer agrees to pay any applicable charges to Spireon related to expedited shipping, installation, or repair, replacement and returns of the Powered Equipment Devices. The Spireon Terms are subject to change without prior notice to Customer.

C. Technical Support. For technical support related to the FleetLocate Powered Equipment Solution-B, Customer should call Spireon at 866-398-7906.

8. Effective immediately upon approval from HGAC, the parties agree to add the following new "Geotab GO6 Solution" to Contract No. CW10-14 as provided below:

8.1 Geotab GO6 Solution - General.

A. MyGeotab is a cloud-based fleet management Application from Geotab, Inc. ("Geotab"). The Business Plans set forth in this section are available only for activation on Geotab's GO6 devices utilizing the MyGeotab Application. Equipment, including GO6, Garmin or Android devices, accessories, installation,

professional services, Sprint Data Access Plans, and maintenance support are not included. Customer may purchase these products and services from Sprint or a Sprint-authorized provider for an additional charge. In Sprint's sole discretion, MyGeotab may not be purchased in conjunction with certain Sprint promotions or contests.

B. Customer's use of the MyGeotab Application is subject to acceptance of the Geotab End User Agreement Terms and Conditions presented to Customer upon first log-in to the MyGeotab Application ("Geotab Terms"). Customer may log-in to the MyGeotab Application at http://my.geotab.com. The Geotab Terms are subject to change without prior notice to Customer.

C. For technical support related to Customer's Geotab solution, including MyGeotab, Customer should call (800) 397-7102.

8.2 Charges

	Geotab Basic	**Geotab Professional**	**Geotab Professional + Hours of Service (HOS)**
MRC	$14.45*	$18.75*	$21.00*
MyGeotab	Included	Included	Included

* MRC is net of all discounts. Customer's Service Pricing Discount is not applicable.

A. A one year Minimum Service Term is required.

8.3 Features

A. Geotab Basic provides features that are GPS position and time-based, including: location, breadcrumb trail, geofencing, idling, speeding, stop/start times and time/location-based safety alerts, and maintenance reminders.

B. Geotab Professional provides the features of Geotab Basic plus accelerometer and engine data, such as: driver alerts for movement-based activity, swerving, harsh braking and acceleration, and engine diagnostic codes.

C. Geotab Professional + Hours of Service (HOS) provides the features of Geotab Professional plus integration with either Customer's Garmin Ltd. device or an Android tablet to provide fleet owners the ability to keep electronic driver logs.

D. Hours of Service and Driver Vehicle Inspection Reports (DVIRs) are accessible via select in-vehicle devices, such as an Android tablet. Customer may contact its Sprint Account Representative for information on compatible devices. An additional data Business Plan is required for tablets and other devices accessing DVIRs.

9. Effective immediately upon approval from HGAC, the parties agree to add the following new "Sprint Business Application Add-On" to Contract No. CW10-14 as provided below:

9.1 Sprint Business Applications. Sprint Business Applications are Sprint-billed third party location and mobility services. Except as otherwise provided, these solutions may be added to a Business Plan on a per-Corporate-Liable Active Unit basis for the listed additional MRC and NRC.

A. Sprint Business Applications Add-Ons

Application	**Monthly Recurring Charge**	**Non-Recurring Charge**
Canvas Forms	$20.00	$0

B. Certain applications require the purchase of a data Business Plan Depending upon Customer's device, a BlackBerry data plan may be required instead.

C. Service Pricing Discounts. Sprint Business Applications are not eligible for Service Pricing Discounts.

10. Effective immediately upon approval from HGAC, the parties agree to add the following new "Google Apps for Work" solution to Contract No. CW10-14 as provided below:

10.1 Google Apps for Work. Google Apps for Work ("Google Apps") is a suite of cloud-based business applications and value added services from Google, Inc., ("Google") that allow employees to connect and collaborate in real time and on the move by storing, sharing and editing documents in order to work more effectively.

A. Pricing. For each Google Apps Customer chooses, Sprint will charge Customer the applicable Monthly Recurring Charge(s) "MRC" or Annual- Recurring Charge(s) "ARC", as identified in the table below, unless otherwise noted.

	MRC	ARC
Google Apps for Work	**$5.00**	**$50.00**
Google Apps Unlimited	**$10.00**	**$120.00**
Domain Service	**N/A**	**$20.00**
UberConference for Business	**$10.00**	**N/A**
UberConference for Business	**$20.00**	**N/A**
Carefree Cloud Deployment and Support		
Group	**N/A**	**$500.00**
Professional	**N/A**	**$4,000.00**
Enterprise	**N/A**	**$7,500.00**
Carefree Cloud End User Support		
Online Training	**N/A**	**$10.00**
Live Call Support	**$4.00**	**$25.00**
Complete Support	**$5.00**	**$30.00**

B. Service Pricing Discounts. Google Apps are not eligible for Service Pricing Discounts.

C. Additional Terms. Customer must comply with the Sprint Productivity Marketplace Terms of Service which are incorporated into this Contract as posted to www.sprint.com/ratesandconditions.

D. The Google Apps pricing, terms and conditions are subject to change without prior notice to Customer.

E. In the event of a conflict between the terms and conditions of the Contract and the Sprint Productivity Marketplace Terms of Service, the Sprint Productivity Marketplace Terms of Service shall control for the purchase and use of all Sprint Software as a Service, including Google Apps for Work and any related value added services.

11. The parties agree that the following applies to Customers of Sprint Products and Services under Contract No. CW10-14 that purchase Services and Products that may be eligible for discounts or other benefits under the Federal Universal Service Fund Schools and Libraries Program ("E-Rate Program"):

A. Certain Customers of Sprint Products and Services under the Contract purchase Services and Products that may be eligible for discounts or other benefits under the Federal Universal Service Fund Schools and Libraries Program ("E-Rate Program") and administered by the Universal Service Administrative Company ("USAC") or other administrative body designated by the Federal Communications Commission ("FCC"), or under state or local corollaries to the E-Rate Program (collectively, "Support").

B. Effective July 1, 2015, E-Rate Support for certain services will be eliminated or reduced pursuant to FCC order, and cost allocation requirements for wireless carriers will change.

C. In order for Sprint to comply with the E-Rate Program, effective July 1, 2015: i) all Customers utilizing E-Rate Support will be required to purchase Corporate-Liable Active Units at Suggested Retail Price ("SRP") with no Minimum Service Term, when opting to upgrade, replace, or activate a new device; and ii) Sprint in its discretion may offer Business Plans exclusively for use by Customers utilizing E-Rate Support.

D. Wireless Device Pricing and Upgrade Terms for Customers utilizing E-Rate Support, effective July 1, 2015:

(i) Wireless Device Pricing. New Corporate-Liable Active Units shall be eligible to purchase a device at Suggested Retail Price ("SRP") for selected Business Plans with no Minimum Service Term.

(ii) Upgrade Terms. Existing Corporate-Liable Active Units may be upgraded or replaced at Suggested Retail Price for a device with no Minimum Service Term.

12. Effective immediately upon approval from HGAC, the parties agree to add the following new "Sprint® Business Fusion Plans" to Contract No. CW10-14 as provided below:

12.1 Sprint® Business Fusion Plans

A. Sprint Business Fusion - Smartphone Plans

Smartphone Plans	MRC*	Overage charge for additional data services usage above plan limit in Megabytes ("MBs") and Gigabytes ("GBs")
Unlimited Talk and Text Plan	**$35**	**N/A**
Unlimited Data Plan	**$30**	**N/A**
2GB Pooled Data Plan	**$20**	**$0.015/MB ($15/GB)**
1GB Pooled Data Plan	**$15**	**$0.015/MB ($15/GB)**

* Service Discount is not applicable.

(1) Customer will receive a $20 monthly discount off the Unlimited Talk and Text Plan MRC for Smartphones purchased at Suggested Retail Price ("SRP") without a device Minimum Service Term. Discounts are applied within 2 bill cycles and discounts are not prorated.

(2) The Unlimited Talk and Text Plan includes unlimited Domestic voice, text, Direct Connect®, and Group Connect®; provided that Roaming is limited to 800 minutes or a majority of minutes for voice Services. Direct Connect and Group Connect are available only on select devices.

(3) Customer must purchase the Unlimited Talk and Text Plan and a Smartphone Data Plan for any Smartphone activated on a Sprint Business Fusion Plan.

(4) The data allowance for the Smartphone Data Plans includes any Sprint Mobile Hotspot usage for Sprint Mobile Hotspot capable devices. Sprint Mobile Hotspot usage on the Unlimited Data Plan is limited to 3GBs of usage and does not pool. If Customer's Sprint Mobile Hotspot usage on the Unlimited Data Plan exceeds 3GBs, Customer will be liable for a $0.015 per MB ($15 per GB) overage charge.

(5) Roaming is limited to 100 MBs or a majority of kilobytes ("KBs") for all Smartphone Data Plans. This Roaming limitation includes Sprint Mobile Hotspot usage. Roaming is not available on the Sprint 4G Network at this time.

(6) Data usage will be pooled among Smartphones on the 1GB and 2GB Data Plans, and with data usage on devices in Pool Group Two described in Section 3.1.C(1) below, if such Smartphones and devices are under the same billing account number.

B. Sprint Business Fusion - Feature Phone Plans

Feature Phone Plans	MRC*
Unlimited Talk and Text Plan	**$30**
Unlimited Data Plan	**$5**

* Service Discount is not applicable.

(1) Customer will receive a $10 monthly discount off the Unlimited Talk and Text Plan MRC for feature phones purchased at SRP without a device Minimum Service Term. Discounts are applied within 2 bill cycles and discounts are not prorated.

(2) The Unlimited Talk and Text Plan includes unlimited Domestic voice, text, Direct Connect, and Group Connect; provided that Roaming is limited to 800 minutes or a majority of minutes for voice Services. Direct Connect and Group Connect are available only on select devices.

(3) Customer may add unlimited data to the Unlimited Talk and Text Plan for the MRC stated above. Data Roaming is limited to 100MBs or a majority of KBs for the Unlimited Data Plan. If Customer does not choose the Unlimited Data Plan, Sprint will block data for feature phones activated on a Sprint Business Fusion Feature Phone Plan.

C. Sprint Business Fusion - Pooled Data Plans

Pooled Data Plans								
Plan Size	**1MB**	**5MB**	**25MB**	**100MB**	**1GB**	**3GB**	**6GB**	**12GB**
MRC*	**$4.00**	**$6.00**	**$8.00**	**$10.00**	**$15.00**	**$35.00**	**$50.00**	**$80.00**
Overage charge for additional data usage	$1 per MB	$1 per MB	$1 per MB	$0.015/MB ($15 per GB)	$0.015/MB ($15 per GB)	$0.015/MB ($15 per GB)	$0.015/MB ($15 per GB)	$0.015/MB ($15 per GB)
Data Roaming limitation	Majority of KBs	Majority of KBs	Majority of KBs	25MBs	100MBs	100MBs	300MBs	300MBs
Overage charge for additional data Roaming usage	$0.25 per MB	$0.25 per MB	$0.25 per MB	$0.25 per MB	$0.25 per MB	$0.25 per MB	$0.25 per MB	$0.25 per MB
Data Pooling	Included	Included	Included	Included	Included	Included	Included	Included

*Service Discount does not apply.

(1) Data Pooling. Data usage will be pooled among devices in the same pooling group and with the same billing account number. The 3 pooling groups are: (a) 1MB to 25MB Pooled Data Plans ("Pool Group One"); (b) 100MB to 3GB Pooled Data Plans ("Pool Group Two"); and (c) 6GB and 12GB Pooled Data Plans ("Pool Group Three") (each a "Pooling Group"). Data usage on Smartphones activated on the 1GB or 2GB Pooled Data Plan set forth in Section 3.1.A above will pool with other devices in Pool Group Two. Data Roaming limitations are applied on a per device basis and Roaming data usage does not pool.

(2) Third party, non-Sprint branded M2M Devices that have been approved by Sprint ("Third Party M2M Devices") may be activated on any of the Pooled Data Plans set forth in the table above. Routers may be activated on a 100MB or greater Pooled Data Plan. Tablets may be activated on a 1GB or greater Pooled Data Plan. Mobile broadband devices may be activated on a 3GB or greater Pooled Data Plan.

(3) The data allowance for the Pooled Data Plans includes any Sprint Mobile Hotspot usage for Sprint Mobile Hotspot capable devices. If Customer's data usage in a given month exceeds the Pooled Data Plan's Data Services limitation or Data Roaming limitation, Customer will be liable for the overage charges set forth in the table above. Customer may be liable for both overage charges if Customer's usage in a given month exceeds both the Pooled Data Plan's Data Services limitation and Data Roaming limitation.

(4) Roaming is not available on the Sprint 4G Network at this time.

(5) The data usage limitations and restrictions set forth in the Government Wireless Product Annex will apply.

13. Effective immediately upon approval from HGAC, the parties agree to add the following new "Sprint Data & Flat Rate E-Rate Standalone Voice Plan" to Contract No. CW10-14 as provided below:

13.1 Sprint Data & Flat Rate E-Rate Standalone Voice Plan

A. Sprint will charge Customer a Monthly Recurring Charge ("MRC") and a flat rate per-minute charge for each minute used on a Sprint Corporate-Liable Active Unit. There are no included plan minutes.

Monthly Recurring Charge ("MRC")	**NET $30.00**
Per-Minute Rate for All Voice Minutes Used, including Anytime Minutes, Nationwide Long Distance, Domestic Roaming, & Domestic Roaming Long Distance	$0.06
Direct Connect® and Group Connect	$0.06
Shared Minutes	Not Available
Caller ID & Voice Mail	Included

Unlimited email and web data	Included
Data Roaming limitation in Megabytes ("MB")	100 MB
Overage charges for additional data Roaming usage above plan limit	$0.25 per MB[1]
Unlimited Direct Connect® and Group Connect®	Included
Premium Data	Included
Device Limitation	Suggested Retail Price Only

[1] If Customer's data roaming usage in a given month exceeds the Data Roaming limitation, Customer will be liable for the overage charges set forth in the table above. Customer may be liable for both overage charges if Customer's usage in a given month exceeds the Data Services limitation and the Data Roaming limitation.

(1) The Sprint Data & Flat Rate E-Rate Standalone Voice Plan is only available on new activations for Customer's utilizing E-Rate Support with a device purchased from Sprint at the Suggested Retail Price.

B. Customer is eligible to add one of the below Text plans to units activated on the Sprint Data & Flat Rate E-Rate Standalone Voice Business Plan:

Messaging Plan	MRC	Additional Messages
300 Messages	**$1 NET OF ALL DISCOUNTS**	$0.20
1000 Messages	**$5 NET OF ALL DISCOUNTS**	$0.20
Unlimited Messages	**$7 NET OF ALL DISCOUNTS**	N/A

C. Sprint Data & Flat Rate Voice Business Plans may not be available on all devices.

14. Effective immediately upon approval from HGAC, the parties agree to add the following new "Sprint Flat Rate E-Rate Standalone Voice Plan" to Contract No. CW10-14 as provided below:

14.1 Sprint Flat Rate E-Rate Standalone Voice Plan

A. Sprint will charge Customer a Monthly Recurring Charge ("MRC") and a flat rate per-minute charge for each minute used on a Sprint Corporate-Liable Active Unit. There are no included plan minutes.

Monthly Recurring Charge ("MRC")	**$0 NET MRC; Government Service Pricing Discount will not apply**
Per Minute Rate for all voice minutes used including Anytime Minutes, Domestic Roaming, Domestic Roaming Long Distance, and Nationwide Long Distance.	$0.06
Shared Minutes	Not Available
Per Minute Rate for Direct Connect® and Group Connect	$0.06
Caller ID & Voice Mail	Included
Unlimited Mobile to Mobile	Included
Unlimited Nights and Weekends beginning at 9PM.	Included
Device Limitation	Suggested Retail Price Only

(1) The Sprint Flat Rate E-Rate Standalone Voice Plan is only available on new activations for Customer's utilizing E-Rate Support with a device purchased from Sprint at the Suggested Retail Price.

(2) Customer may add one of the below Text plan to units activated on the Sprint Flat Rate E-Rate Standalone Voice Plan.

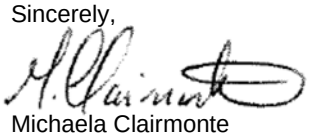
Messaging Plan	MRC	Additional Messages
300 Messages	**$1 NET OF ALL DISCOUNTS**	$0.20
1000 Messages	**$5 NET OF ALL DISCOUNTS**	$0.20
Unlimited Messages	**$7 NET OF ALL DISCOUNTS**	N/A

All other terms and conditions of Contract #CW10-14 will remain in full force and effect. To signify H-GAC's acceptance of the pricing updates and changes outlined in this letter, please send an approval letter signed by an authorized HGAC representative and referencing Sprint pricing # BSG1409-0689 to Sprint at the following address:

Attn: Michaela Clairmonte
Sprint
12502 Sunrise Valley Drive
Mail Stop #VARESA0208
Reston, VA 20196
Michaela.Clairmone@sprint.com

Should you have any questions regarding this pricing, please contact your Sprint GPO Account Manager, Jeff Spain at 615-416-5281 or Jeff.Spain@sprint.com.

Sincerely,



Michaela Clairmonte
Manager, Contracts Negotiations & Management
Sprint

Cc: Jeff Spain, Sprint

Sprint — Approved as to Legal Form
HRF
18 Dec 14

APPROVED
P&CA
DWB
12/19/2014

AI-51898 **Urban County** **15. A.**

CC - REGULAR

Meeting Date: 10/27/2015

Submitted For: Diana Serna, URBAN COUNTY **Submitted By:** Sandra Regalado, URBAN COUNTY

Department: URBAN COUNTY

Information

CAPTION

The UCP is requesting that the Hidalgo County Commissioners' Court to rescind the action taken on October 13, 2015 regarding the Waiver of Real Property Filing Fees allowed by Texas Local Government Code, Section 118.0135

BACKGROUND

The UCP is requesting this action in order to correctly identify the housing programs receiving this waiver. A corrected agenda request is being submitted for clarification.

Fiscal Impact

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	10/23/2015 08:22 AM
Purchasing Department	Monica Badillo	10/23/2015 07:16 PM

Form Started By: Sandra Regalado Started On: 10/20/2015 01:30 PM

Final Approval Date: 10/23/2015

AI-51913 **Urban County** **15. B.**

CC - REGULAR

Meeting Date: 10/27/2015

Submitted For: Diana Serna, URBAN COUNTY

Submitted By: Sandra Regalado, URBAN COUNTY

Department: URBAN COUNTY

Information

CAPTION

1. Requesting approval to re-certify the Affordable Homes of South Texas, Inc. (AHSTI) as a Community Housing Development Organization (CHDO) within the County of Hidalgo.
2. Requesting approval to execute the 2015 HOME/CHDO agreement for the Affordable Homes of South Texas, Inc. (AHSTI)

BACKGROUND

The Urban County Program requested proposals from non-profit housing organizations on March 27, 2015 and again on April 3, 2015. A committee evaluated the proposals received. Among the criteria used in the evaluation process was type of project, project location(s), previous funding, and CHDO budget balance/expenditure ratios. The UCP requests approval to execute the FY 2015 CHDO agreement for the following funding amount:

Affordable Homes of South Texas, Inc. (AHSTI) - $600,000 - to build single family homes for low to moderate-income families that are below 80% of the area median income for the Hidalgo County.

Fiscal Impact

Attachments

BACKUP

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	10/23/2015 08:23 AM
Purchasing Department	Monica Badillo	10/23/2015 07:16 PM
Form Started By: Sandra Regalado		Started On: 10/21/2015 10:37 AM

Final Approval Date: 10/23/2015

AGREEMENT FOR GRANT OF HOME FUNDS

THIS AGREEMENT FOR GRANT OF HOME FUNDS (this "Agreement") is made and entered into on October 27, 2015 ("Effective Date") by and between the County of Hidalgo ("County"), a political subdivision of the State of Texas, and the AFFORDABLE HOMES OF SOUTH TEXAS INC. ("CHDO"), a Texas nonprofit corporation.

RECITALS:

WHEREAS, County has entered into an agreement with the US Department of Housing and Urban Development ("HUD") to receive HOME Funds as that term is defined in 24 C.F.R. 92 ("HOME Funds"), which funds are administered by the County's Urban County Program through its HOME Investment Partnerships Program (the "HOME Program");

WHEREAS, County has set aside a portion of its HOME Program's funds for community housing development organizations in accordance with the National Affordable Housing Act of 1990, as amended;

WHEREAS, County has designated the above named organization as a community housing development organization or CHDO pursuant to HUD rule 24 CFR Part 92, which sets forth regulations to implement the HOME Program;

WHEREAS, CHDO has submitted a proposal for use of HOME Funds to develop affordable housing pursuant to the HOME Program; and

WHEREAS, County desires to engage the CHDO to render certain assistance as a developer of affordable housing in conformance with 24 CFR Part 92.300;

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants and obligations set forth in this Agreement, and subject to the terms and conditions hereof, County and CHDO hereby agree as follows:

SECTION I

DEFINITIONS

A. SPECIFIC

When used in this Agreement, the following terms shall have the respective meanings set forth below:

1. "Act" shall mean the HOME Investment Partnerships Act at Title II of the Cranston-Gonzalez National Affordable Housing Act of 1990, as amended, 42 U.S.C. §§12701 et. seq.

2. "Action" shall have the meaning given such term in Section XI.B of this Agreement.

3. "Affordability Period", with respect to any Unit, shall mean the period of years set forth below during which the home buyer is required to occupy the Unit as the home buyer's principal residence, commencing on the closing of the home buyer's purchase of the Unit, which shall vary depending on the amount of HOME Funds provided to home buyer for the Unit:

HOME Funds Assistance per Unit	Affordability Period
Under $15,000	5 years
$15,000 up to and including $40,000	10 years
Over $40,000	15 years

4. "Affordable Housing" shall have the meaning assigned to it under 24 C.F.R. 92.2 and C.F.R. 92.203.

5. "Agreement" shall have the meaning given such term in the introductory paragraph above.

6. "Applicable Law Amendments" shall have the meaning given such term in Section XII.E.2 of this Agreement.

7. "Applicable Laws" shall have the meaning given such term in the introductory paragraph of Section IX of this Agreement.

8. "CHDO" shall have the meaning given such term in the introductory paragraph above.

9. "CHDO Policies Manual" shall mean County's HOME Division Community Housing Development Organizations Policies Manual, as it may be amended by County from time to time.

10. "CHDO Proceeds" shall mean proceeds retained by CHDO in accordance with 24 C.F.R. 92.300(a)(2).

11. "CHDO Proposal" shall mean the proposal submitted by CHDO to the County for fiscal year 2015 concerning CHDO's proposed participation in the HOME Program, a copy of which is attached hereto as "Exhibit D".

12. "County" shall have the meaning given such term in the introductory paragraph above.

13. "County Indemnitees" shall have the meaning given such term in Section XI.B of this Agreement.

14. "Default" shall have the meaning given such term in Section X.A. of this Agreement.

15. "Developer's fee" shall mean a fee payable to CHDO as compensation for the services performed hereunder and, unless other agreed in writing by the parties, will be earned and paid on a per unit basis.

16. "Effective Date" shall have the meaning given such term in the introductory paragraph above.

17. "Home buyer" or "home owner" shall mean the individual to whom the CHDO is providing assistance pursuant to the HOME Program.

18. "HOME Funds" shall have the meaning given such term in the first recital above.

19. "HOME Program" (also called "HOME") shall have the meaning given such term in the first recital above.

20. "HUD" shall have the meaning given such term in the first recital above.

21. "Judicial Action" shall have the meaning given such term in Section XII.B of this Agreement.

22. "Losses" shall have the meaning given such term in Section XI.B of this Agreement.

23. "Low-Income Families" shall have the meaning assigned to it under 24. C.F.R. 92.2.

24. "Owner Investment Returned First" shall mean the recapture option defined under 24 C.F.R. 92.254(a)(5)(ii)(A)(4).

25. "Project" means all services and obligations provided by the CHDO pursuant to this Agreement and, with respect to a particular Unit, means the portion of such services and obligations applicable to the Unit.

26. "Right of first refusal" shall mean the CHDO's right to repurchase property for which the home owner received assistance from the Project.

27. "Right of First Refusal Agreement" shall mean a Right of First Refusal, Option to Purchase, and Agreement Regarding Distribution of Proceeds entered into among the County, the CHDO and a home owner.

28. "Section 3" shall have the meaning given such term in Section IX.H.1 of this Agreement.

29. "Suspension Notice" shall have the meaning given such term in Section X.A of this Agreement.

30. "Term of this Agreement" shall mean the period commencing on the Effective Date and terminating on November 9, 2017, unless sooner terminated as herein provided.

31. "Termination Date" shall have the meaning given such term in Section X.D.2 of this Agreement.

32. "Termination Notice" shall have the meaning given such term in Section X.B of this Agreement.

33. "Transaction Document" shall mean (i) each document delivered by CHDO to County pursuant to this Agreement and (ii) each agreement entered into by CHDO pursuant to this Agreement, including without limitation the Homebuyer Assistance Contract and the Right of First Refusal Agreement.

34. "Unit" shall have the meaning given such term in Section II.A.2 of this Agreement.

B. GENERAL

References in this Agreement to "Sections" and "Exhibits" shall be to the Sections and Exhibits of this Agreement, unless otherwise specifically provided. Where the context or construction otherwise requires, all words applied in the plural shall be deemed to have been used in the singular, and vice versa. The masculine shall include the feminine and neuter, and vice versa; and the present tense shall include the past and future tense, and vice versa.

SECTION II

PROJECT DESCRIPTION, SCHEDULE AND BUDGET

A. PROJECT DESCRIPTION

1. During the Term of this Agreement, County agrees to grant CHDO $600,000 utilizing FY 2015 HOME funds for the Project, subject to the conditions of this Agreement.

2. During the Term of this Agreement, CHDO shall, pursuant to the terms of this Agreement, perform all professional, technical and construction services necessary to complete the construction, development and occupancy of a total number of twenty-three (23) affordable housing units (each, a "Unit").

3. The Units will be located in the County of Hidalgo, Texas, and outside of the city limits of the cities of McAllen, Mission, Edinburg and Pharr.

4. CHDO will sell Units only to low-income families whose annual incomes, as calculated pursuant to 24 C.F.R. 92.203, qualify for assistance under the HOME Program, including without limitation pursuant to 24 C.F.R. 92.254.

5. CHDO will provide twenty-three (23) low-income families (80% and below the area median income), qualified buyers with homebuyer education, general construction services and long-term flexible financing.

6. All work will be performed in essentially the manner proposed in the CHDO Proposal.

7. CHDO's services with respect to the Project include, without limitation, satisfaction of all CHDO obligations under this Agreement, including without limitation those set forth in Sections III, IV, V, VIII and IX hereof.

B. PROJECT SCHEDULE

1. CHDO agrees to complete the Project, as required by this Agreement, in accordance with the timetable set forth below:

Activity	Deadline
Environmental Review	Completed
Acquisition	n/a
Securing/Packaging Project Financing	November, 2015
Securing Pre-qualified Prospective Buyers	November, 2016
Homeownership Counseling	May, 2017
Construction Specifications and Cost Estimates	December, 2016
Construction Bids	December, 2016
Draws	February, 2018
Sign Sales Contract (last unit)	June, 2017
Construction Start (last unit)	June, 2017
End Construction (last unit)	October, 2017
Sale/Loan Closing (last unit)	October, 2017

2. Without limiting the generality of Section XII.B, CHDO acknowledges and agrees that compliance with the schedule set forth in Section II.B.1, including timely completion of the work specified in this Agreement in order to complete units on the specified schedule, is an integral and essential part of CHDO's performance. The expenditure of HOME funds is subject to Federal deadlines and could result in the loss of Federal funds if such deadlines are not met. By the acceptance and execution of this Agreement, it is understood and agreed by CHDO that the Project will be completed as expeditiously as possible and that CHDO will make every effort to ensure that the Project will proceed and will not be delayed. Failure to meet these deadlines can result in cancellation of this Agreement and the revocation of the HOME funds.

3. CHDO shall include appropriate provisions to be inserted into all contracts or subcontracts related to the Project to ensure the Project will be completed according to the schedule set forth in Section II.B.1.

4. In the event CHDO is unable to meet the above schedule because of delays resulting from acts of God, untimely review and approval by County and other governmental authorities having jurisdiction over the Project, or other delays that are not caused by CHDO, County shall grant a reasonable extension of time for completion of the work. It shall be CHDO's responsibility to notify County promptly in writing whenever a delay is anticipated or experienced and to inform County of all facts and details related to the delay.

C. PROJECT BUDGET

1. County will make HOME Funds available to CHDO in the amount of set forth in Section II.A.1 for the implementation of the Project, subject to the terms and conditions of this Agreement. In addition, CHDO will leverage $1,215,543 in public and private financing for below-market mortgages for completion of the Project. Such funds will be allocated as follows:

	HOME Funds	Leverage Funds	Total Cost
Pre-Development	$	$ 52,900	$ 52,900
Acquisition	$	$ 391,000	$ 391,000
Construction	$ 600,000	$ 771,643	$ 1,371,643
Const. to Perm Fin.	$	$ 800,000	$ 800,000

2. CHDO shall promptly provide a specific working budget to County incorporating and supplementing the information set forth in Section II.C.1, and identifying all sources and uses of funds, and allocate HOME and non-HOME funds to activities or line items.

SECTION III

CHDO'S WARRANTIES, REPRESENTATIONS AND OBLIGATIONS

The project shall be administered in accordance with, and CHDO shall comply with, the Act, including implementing federal regulations contained in 24 CFR Part 92; the CHDO Policies Manual and the CHDO Proposal. CHDO shall also perform all activities in accordance with the terms of Project Description (Section II.A), Project Schedule (Section II.B), Project Budget (Section I.C), Certifications ("Exhibit A"); and all other statements made by CHDO in its CHDO Proposal for the project funded under this Agreement; and with all other terms, provisions, and requirements set forth in this Agreement.

A. AFFORDABILITY

The County will enforce the Recapture Policy as defined in Section IV.E of the CHDO Policies Manual in order to address the continued affordability of housing units acquired with HOME funds.

1. CHDO shall utilize the following documents:

a. Homebuyer Assistance Contract,
b. First and Second Lien Deeds of Trust,
c. First and Second Lien Real Estate Notes, and
d. Right of First Refusal Agreement,

each in form satisfactory to County and based on the County forms, to address key recapture provisions such as affordability period, principal residency and transfer of title to property. All documents between the CHDO and the home buyer shall provide that the CHDO's rights transfer to County in the event the CHDO ceases operating as a CHDO under the HOME Program, merges with another entity (without the prior written consent of the County to continue this Agreement with such merged entity), terminates, dissolves, liquidates or its existence as an entity is otherwise forfeited. CHDO shall cause the Deeds of Trust and the Right of First Refusal Agreement to be promptly recorded in the real property records of the Hidalgo County Clerk and promptly return the original, recorded document to County. County shall also be given the original of any other agreement to which it is a party.

2. CHDO shall conduct principal residency verifications on Units throughout the duration of the affordability period.

3. CHDO shall utilize the HOME-Assisted Unit Tracking Report as a tracking mechanism for principal residency.

4. CHDO shall ensure that all or a portion of HOME funds are recouped should the unit cease to be the home owner's principal residence, dependant upon the type of loan the home owner has received. The CHDO must, to the extent allowed by applicable law, require the home owner repay the entire HOME funds as follows:

    a. If given a forgivable loan, the County will require that the entire HOME funds are returned.

    b. If the loan is amortized, the home owner will be liable to return the total HOME funds minus any HOME principle payments paid to date.

    All such funds shall be paid to the County.

5. CHDO shall ensure fulfillment of the *"Owner Investment Returned First"* recapture option by allowing the home owner to recover their full investment (the home owner's original downpayment plus principal payments the home owner made on the loan) from net proceeds in the event that there is a voluntary or involuntary transfer of title.

6. CHDO understands that it is the CHDO's obligation to ensure the County is paid the total amount of all funds that are to be recaptured.

7. CHDO shall have the *"right of first refusal"* to repurchase the property in case of voluntary or involuntary transfer of title, and shall use the Right of First Refusal Agreement, in form satisfactory to County and based on the County form, with all home owner's receiving assistance pursuant to the Program in order to secure such right.

8. CHDO shall not allow a loan payoff by the client before the affordability period is over and will only accept such transaction, which will be handled on a case by case basis, if there is an involuntary transfer of title.

9. CHDO shall clearly explain all affordability requirements as listed under this Section III.A.1-8 at loan closing and obtain an affidavit signed by the home buyer as evidence of the home buyer's understanding of and commitment to these obligations.

10. Unless otherwise specified in writing by County, County will take a lien on real property purchased by the CHDO for home ownership projects and/or liens on individual home buyer's property to secure the County's investment during the Affordability Period, which lien will be released following the end of the affordability period. CHDO shall not acquire any real property with funds obtained pursuant to this Agreement or subsequently transfer any such property to a home buyer without confirming whether the County will place a lien on the real property and, if so, executing and recording the appropriate lien documentation.

11. CHDO agrees that the County has the right to enforce the terms of this Agreement and the Transaction Documents to the maximum extent allowed by law.

B. LEGAL AUTHORITY

1. CHDO represents and warrants that CHDO possesses the legal authority to enter into this Agreement, to receive HOME Funds authorized by this Agreement, and to perform the services CHDO has obligated itself to perform hereunder.

2. Each person signing and executing this Agreement on behalf of CHDO, or representing themselves as signing and executing this Agreement on behalf of CHDO, does hereby represent, warrant and guarantee that such persons have been duly authorized by CHDO to execute this Agreement on behalf of CHDO and to validly and legally bind CHDO to all terms, performances, and provisions herein set forth.

C. SUBCONTRACTS

1. Except for subcontracts to which the federal labor standards requirements apply, CHDO may not subcontract for performances described in this Agreement without obtaining County's prior written approval. CHDO shall only subcontract for performances described in this Agreement to which the federal labor standards requirements apply after CHDO has submitted a Subcontractor Eligibility form, as specified by County, for each such proposed subcontract, and CHDO has obtained County's prior written

approval, based on the information submitted, of CHDO's intent to enter into such proposed subcontract. CHDO, in subcontracting for any performances described in this Agreement, expressly understands that in entering into such subcontracts, County is not in any manner liable to CHDO's subcontractor(s).

2. In no event shall any provision of this Section, specifically the requirement that CHDO obtain County's prior written approval of a subcontractor's eligibility, be construed as relieving CHDO of the responsibility for ensuring that the performances rendered under all subcontracts are rendered as so as to comply with all of the terms of this Agreement, as if such performances rendered were rendered by CHDO. County's approval of subcontractor's eligibility under this Section does not constitute adoption, ratification or acceptance of CHDO's or subcontractor's performance hereunder. The act of approval of subcontractor's eligibility under this Section does not waive any right of action which may exist or which may subsequently accrue to County under this Agreement. County retains at all times the right to insist upon CHDO's full compliance with the terms of this Agreement.

3. CHDO shall comply with all applicable federal, state, and local laws, regulations, and ordinances when making procurements under this Agreement.

4. CHDO shall comply with all applicable federal, state, and local laws, regulations and ordinances for the Term of this Agreement.

D. DEBARRED CONTRACTORS

In accordance with the provisions of 24 CFR, Part 24, relating to the employment, engagement of services and awarding of contracts, CHDO shall not employ, award contract to, or fund any person that has been debarred, suspended, proposed for debarment, or placed on ineligibility status by HUD. In addition, County shall have the right to suspend or terminate this Agreement if CHDO is debarred, suspended, proposed for debarment, or ineligible from participating in the HOME Program.

E. HOME PROGRAM

1. CHDO acknowledges and agrees that its performance of its obligations under this Agreement must be rendered in accordance with the Act, the regulations promulgated under the Act, the assurances and certifications made to County by CHDO, and the assurances and certifications made to HUD by County with regard to the operation of the HOME Program. Based on these considerations, and in order to ensure the legal and effective performance of this Agreement by the parties, it is agreed that performances under this Agreement are amended by the provisions of the HOME Program, any amendments thereto, and any policy directives that may be issued by HUD that serve to establish, interpret or clarify performance requirements.

2. It is understood that CHDO has certified that it is and will maintain Community Housing Development Organization status for the Term of the Agreement in accor-

dance with 24 CFR 92. CHDO agrees to provide information as may be requested by County to document its continued compliance, including but not limited to an annual board rooster and certification of continued compliance.

3. All funds CHDO retains as CHDO Proceeds from this Project shall be used in compliance with 24 CFR 92.300(a)(2).

F. INSURANCE

1. Requirements. CHDO shall have in force throughout the term of this Agreement insurance coverage consistent with the requirements in Exhibit B. A certificate to that effect will be provided to County at least ten (10) days prior to start of construction.

2. Notice to the County. CHDO shall require its insurance policies to provide that the HOME Manager of County or such other person designated by County in writing shall be given thirty (30) days advance notice by the insurer prior to cancellation, nonrenewal, or material change of the insurance policies required by this Section III.F. The insurer shall be subject to approval by the County.

3. Compliance. Failure to maintain required insurance will be cause for the County to take control of the Units and will cancel any claim that CHDO may have to the use of the Units. CHDO shall provide County with certificates of insurance reflecting all coverages required in Exhibit B, and shall, upon request of County, promptly provide County with copies of the insurance policies.

4. Right to Re-evaluate and Adjust Limits. The County shall retain the right to reevaluate the insurance requirements and adjust the coverage limits upon thirty (30) days written notice. Insurance coverage limits shall be adjusted no more frequently than once a year.

G. SPONSORSHIP

CHDO agrees to acknowledge the sponsorship of the County at any event promoting the project or any other project sponsor. As such, CHDO shall give credit to County as the project-funding source in all presentations, written documents, publicity and advertisements regarding the development.

H. LITIGATION AND CLAIMS

CHDO shall give County immediate notice of any Action, including any proceeding before an administrative agency filed against CHDO in connection with this Agreement or the HOME program and any claim against CHDO, the cost and expense of which CHDO believes it may be entitled to be reimbursed by County. Except as otherwise directed by County, CHDO shall furnish immediately to County copies of all pertinent papers received by CHDO with respect to such Action or other claim.

SECTION IV

DISBURSEMENTS

A. RELEASE OF FUNDS

1. County shall not release any funds for any costs incurred by CHDO under this Agreement until County has received certification (in the form attached hereto as "Exhibit C") from CHDO that its fiscal control and fund accounting procedures are adequate to assure the proper disbursal of and accounting for funds provided under this Agreement. CHDO understands and agrees that by the execution of this Agreement County shall assume the responsibilities for environmental review, decision making, and other actions in accordance with and to the extent specified in 24 CFR 92.352 and 24 CFR, Part 58. However, if CHDO has staff experience and/or means to perform the environmental review, CHDO may request in writing, from County, approval to perform such review.

2. Payments to CHDO hereunder consist of (a) reimbursement for actual expenses incurred or paid and (b) developer's fees.

B. REQUESTS FOR REIMBURSEMENT AND DEVELOPER'S FEES

County will provide funds under this Agreement in accordance with the requirements of 24 CFR 92.502. CHDO may not request reimbursement of funds under this Agreement until funds are needed for payment of eligible costs and in accordance with 24 CFR 92.206-208 and CHDO Policies Manual Section III. It is expressly understood and agreed by the parties hereto that payments under this Agreement are contingent upon CHDO's full and satisfactory performance of its obligations under this Agreement. County reserves the right to recapture unexpended funds provided under this Agreement in the event County determines that CHDO will be unable to expend funds within the prescribed time as determined by County. County shall not be liable to CHDO for any costs incurred or performance rendered by CHDO before commencement or after termination of this Agreement.

1. Request for Reimbursement Submittals. The requests for reimbursement shall include an invoice and other supporting documentation for expenses incurred along with the County Request for Reimbursement cover sheet. For the purpose of expedience and in order to ensure that requests for reimbursement are processed the week that they are delivered to the County, completed requests must be submitted no later than 12 noon on Tuesday of that week. Any request (or supporting documentation) received after the cut-off may be held for processing until the following week. Funds will be disbursed within thirty (30) days provided all required supporting documentation has been submitted. All such expenses shall be in conformance with 24 C.F.R. 92.206 and applicable HUD disbursement requirements.

2. Inspections. When a request is submitted indicating that a unit is at 50% and/or 100% complete, County will perform an inspection on the unit in order to confirm the applicable completion threshold needed to process the payment. County will also accept as confirmation a Certificate of Occupancy or inspection report from a certified inspector indicating the completion threshold. Payment will not be made unless the applicable completion threshold is confirmed as provided herein.

3. Developer's Fees. When applicable, the County will allow for the payment of developer's fees in order to ensure completion of specific project milestones. This fee will only be payable if it has been negotiated and agreed in writing between the County and the CHDO prior to acquisition of the property on which the CHDO will construct the unit. With respect to any unit, progress payments of developer's fees will not exceed the cumulative maximum percentages of total developer's fees listed below. The request for payment must include appropriate documentation that justifies the payment for services rendered and will be paid according to the following schedule:

Milestone	Documentation	Max. Cumulative Developer's Fee %
Acquisition Closing	Settlement Statement	25%
50% Construction Complete	50% Passed - Inspection Report	50%
100% Construction Complete	100% Passed – Inspection Report/ Certificate of Occupancy	75%
Home Buyer Loan Closing	Settlement Statement and Final Property Development Budget	100%

If multiple projects or units are involved, and the parties have so agreed in writing, the developer's fee may be pro-rated to each building or project, and the applicable percentage may be applied to each.

4. Prohibition Against Payments of Bonuses or Commissions. The assistance provided under this Agreement shall not be used in the payment of any bonus or commission for the purposes of obtaining HUD approval of the application for such assistance, or HUD approval of applications for additional assistance, or any other approval or concurrence of HUD required under this Agreement, Title I of the Housing and Community Development Acts of 1974 or 1977, or HUD regulations with respect thereto; provided, however, that reasonable fees or bona fide technical, consultant, managerial or other such services, other than actual solicitation, are not hereby prohibited if otherwise eligible as program costs.

5. County reserves the right to inspect records and project sites to determine that reimbursement and developer fee requests are reasonable. County reserves the right to hold payment until adequate documentation has been provided to and reviewed by County.

SECTION V

REPORTING REQUIREMENTS

CHDO shall submit to County such reports on the operation and performance of this Agreement as may be required by County including but not limited to the reports specified in this Section V. In addition, CHDO shall provide County with all reports necessary for compliance with 24 CFR 92.509 and 24 CFR Part 92, Subpart L and those reports listed in the CHDO Policies Manual Section VII. In addition to the limitations on liability otherwise specified in this Agreement, it is expressly understood and agreed by the parties hereto that if CHDO fails to submit to County in a timely and satisfactory manner any report or supporting documentation required by this Agreement, County may, at its sole option and in its sole discretion, withhold any or all payments otherwise due or requested by CHDO hereunder. If County withholds such payments, it shall notify CHDO in writing of its decision. Payments withheld pursuant to this paragraph may be held by County until such time as the delinquent obligations for which funds are withheld are fulfilled by CHDO.

A. PRELIMINARY DOCUMENTATION

Before the CHDO is able to begin construction of a unit, a Preliminary Project Summary must be submitted to the County for project level approval. The Preliminary Project Summary will include the following documents:

1. The Estimated Project Development Budget includes all anticipated costs and funding sources for the development of the project.

2. Along with the Estimated Project Development Budget, the CHDO shall submit all documentation utilized to determine home buyer eligibility as follows:

    a. CHDO Board Approval of Home Buyer
    b. Conflict of Interest Affidavit
    c. Part 5 Income Calculation Sheet
    d. Current Check Stubs (last three consecutive months) OR Verification of Employment
    e. Self Employment Earnings Documentation (if applicable)
    f. Unemployment Letter (if applicable)
    g. Child Support Benefits Letter (if applicable)
    h. Social Security and/or Disability Benefits Award Letter (if applicable)
    i. Copy of Bank Statements – (Checking Account, last six consecutive months or Savings account, most recent month) OR Verification of Assets on Deposit (if applicable)

j. Recorded Divorce Decree (if applicable)
k. Identification Card (DL/SSN/BC)
l. Purchase Order Request Letter
m. Commitment Letter to Home Buyer
n. Copy of Loan Application
o. Good Faith Estimate
p. Underwriting Worksheet
q. Builder's Contract/Plans & Specs
r. Homebuyer Class Certificate

While not every item in this Section V.A.2 will be applicable to each home buyer, the CHDO must submit all documents that are applicable to the particular home buyer.

B. PROJECT DEVELOPMENT

County will track the development of each individual project by assessing requests for reimbursements, processing of developer's fees payments and inspections. CHDO shall promptly provide all documentation required by County hereunder.

C. FINAL DOCUMENTATION

Once construction of the unit is complete, CHDO shall provide County with the Final Project Summary, which will include the following:

1. The Final Project Development Budget, including actual costs and funding sources for the completion of the project. This worksheet will identify the total direct and development subsidies, which will allow for the calculation of the project's affordability period.

2. The CHDO Proceeds Calculation form.

3. Home Buyer Information, including information pertaining to household size, income levels, racial characteristics, and the presence of female headed households in order to determine low and moderate-income benefit.

4. Home Buyer Closing Documents. Once the sale of the unit has occurred, CHDO shall submit final closing documents, including the following:

    a. Homebuyer Assistance Contract
    b. Final Appraisal Report
    c. Copy of Recorded 1st and 2nd Lien Deeds of Trust
    d. Copy of 1st and 2nd Lien Real Estate Note
    e. Copy of Settlement Statement
    f. Copy of Truth-in-Lending Disclosure
    g. Final 100% Inspection Report OR Certificate of Occupancy

h. Copy of Home Owner's Insurance
i. Copy of Recorded Right of First Refusal Agreement
j. Any other documents required by County

D. ANNUAL REPORTS

Assisted Unit Tracking Report. CHDO shall submit the Assisted Unit Tracking Report to the County no later than fifteen (15) calendar days past the County fiscal year ending date (June 30th). This report is comprised of the following two sections listing all County funded units that are within their specified affordability period and have generated or are currently generating CHDO proceeds.

1. Affordability and Principle Residency. This section of the report will provide detailed information regarding unit occupancy for the purpose of tracking affordability and principle residency compliance.

2. CHDO Proceeds. This section of the report will include unit proceeds origination, amount and utilization type (rehab., acquisition, construction, etc.).

E. CHDO PROCEEDS

The HOME Final Rule, 24 CFR 92.300(a)(2), allows County the option of permitting CHDOs to retain any "proceeds" resulting from the CHDO's investment of its CHDO set-aside funds or requiring the CHDO to return these proceeds to the participating jurisdiction – which will be categorized as program income. CHDO Proceeds include, but are not limited to, the permanent financing of a CHDO project which is used to pay off a CHDO financed construction loan; the sale of CHDO developed homeownership housing; the principal and interest payments from a loan to a buyer of CHDO developed homeownership housing. All CHDO Proceeds shall be retained by the CHDO; such CHDO Proceeds, however, must be re-invested by CHDO and applied towards housing activities for low and moderate income individuals and families including, but not limited to, acquisition, construction and rehabilitation of home ownership projects in accordance with the Act and applicable regulations. The CHDO shall submit CHDO Proceeds reports as described within Sections V.C.2 & V.D.2.

SECTION VI

COUNTY'S OBLIGATIONS

1. In consideration of full and satisfactory performance of CHDO's obligations pursuant to this Agreement, including without limitation the activities referred to in Section II.A., County shall make payment under the grant for the actual and reasonable costs incurred by CHDO during the Term of the Agreement rendered under this Agreement by CHDO, subject to the limitations set forth in this Section VI.

a. It is expressly understood and agreed by the parties hereto that County's obligations under this Section VI are contingent upon the actual receipt of adequate federal funds to meet County's liabilities under this Agreement. If such adequate funds are not available to make all payments under this Agreement, County shall notify CHDO in writing within a reasonable time after such fact is determined, and County may then terminate this Agreement and will not be liable for failure to make payments to CHDO under this Agreement.

b. County shall not be liable to grant CHDO money for any costs incurred by CHDO, or any portion thereof, which have been paid to CHDO or is subject to payment to CHDO, or has been reimbursed to CHDO or is subject to reimbursement to CHDO by any source other than County.

c. County shall not be liable to grant CHDO money for any costs incurred by CHDO which are not allowed costs, as set forth in 24 CFR 92.206, the CHDO Policies Manual or pursuant to this Agreement. Funds provided under this Agreement may not be used for payment of prohibited activities as defined in 24 CFR 92.214.

d. County shall not be liable to grant CHDO money for any costs incurred by CHDO or for any performances rendered by CHDO which are not strictly in accordance with the terms of this Agreement.

e. County shall not be liable to grant CHDO money for any costs incurred or performances rendered by CHDO before commencement of this Agreement or after termination of this Agreement.

f. County shall not be liable to grant CHDO money for any costs incurred by CHDO for any unit that exceeds the per-unit subsidy dollar limitation established under Section 221(d)(3) of the National Housing Act (12 U.S.C. 17151(d)(3)(ii)).

2. Notwithstanding any other provision of this Agreement, the total of all payments and other obligations incurred by County under this Agreement shall not exceed the sum of $600,000.

SECTION VII

PRICE ADJUSTMENTS

A. PROCEDURE FOR REQUESTING PRICE ADJUSTMENTS

In the event CHDO desires a price adjustment during a period of national crisis and unstable economic conditions, which lead to unforeseen price increases elevating costs of goods and services contracted on an annual basis, the following procedure will be used to mediate price volatility:

1. CHDO may request price adjustments for contracts entered into by CHDO and a supplier in connection with the Project, by providing a written request to the County's Purchasing Agent. Such written request must tie any price change clause to an industry-wide or otherwise nationally recognized index, or some other form of verifiable document, and be accompanied by a certified copy of the supplier's advisory or notification to CHDO of the price changes.

2. CHDO must, at its sole cost and expense, include the County's Purchasing Agent on the mailing lists for publications that support the CHDO's request for the price adjustment so that the Purchasing Agent can monitor the price changes.

3. In making a determination on a request for price adjustment, the County's Purchasing Agent may review evidence of prevailing industry-wide market conditions that warrant an adjustment in bid prices contained in the contract. The County's Purchasing Agent retains the right to determine whether or not such proposed price changes are in the best interest of County.

4. No price increase will be authorized in excess of the amount of the increase referred to in the supplier's notice to CHDO and the total increase in contract price shall not exceed twenty-five percent (25%) of the original contract price during the contract term.

5. County may only grant a price increase if the evidence presented is deemed reliable by County, in County's sole discretion. In the event County allows a price increase, the approved price change shall be honored for all orders received by CHDO or the supplier after the effective date of such price change. Approved price changes are not applicable to orders already issued and in process at the time of the price change.

B. TIME FRAME FOR ADJUSTED PRICE INCREASES

Price increases are only valid for the quarter in which they are requested and approved. Prices shall return to the original contract price at the beginning of the following quarter unless CHDO notifies County in writing within ten (10) days of expiration of the quarter in which the price increase is in effect, that it desires to have the price increase continue or that the CHDO is requesting a different price increase for the following quarter. Such request must be supplemented with sufficient justification to demonstrate that the price increase remains necessary. The County's Purchasing Agent shall have sole discretion whether to grant the price increase extension. The County shall have discretion to unilaterally reduce, eliminate or extend a price adjustment to CHDO at any time upon written notice from County to CHDO demonstrating justification for such reduction, elimination or extension of the price adjustment.

C. ALLOWABLE REVIEW PERIODS

Price adjustment reviews may only be requested by CHDO on a quarterly basis. However, County may, at its own discretion, conduct temporary price adjustment reviews at any time. The County's Purchasing Agent and/or the County's Auditor reserve the right to audit and/or examine any pertinent books, documents, papers, records or invoices relating directly to the contract transaction in question after reasonable notice to CHDO and during normal business hours.

D. PRICE REDUCTION

CHDO shall notify County at the time when the CHDO's costs for items and/or supplies reduce due to stabilization in the market at which time prices for items on this Agreement shall be reduced accordingly. Failure by the CHDO to notify the County of a decrease in costs for items and/or supplies for which the CHDO was granted a price adjustment, may result in immediate termination of this Agreement and County shall not be obligated to pay CHDO the difference between the contract price and the price adjustment.

SECTION VIII

RECORDS, MONITORING AND AUDITING

A. RETENTION AND ACCESSIBILITY OF RECORDS

1. CHDO shall maintain records of the receipt, accrual, and disposition of all CHDO Proceeds as required for all funds under this Agreement.

2. CHDO must establish and maintain those records listed under 24 CFR 92.508 and other records as may be determined by County.

3. CHDO shall give the County, the Comptroller of the United States, or any of their duly authorized representatives, access to and the right to examine all books, accounts, records, reports, files, and other papers, things, or property belonging to or in use by CHDO pertaining to this Agreement. Such right to access shall continue as long as the records are retained by CHDO. CHDO agrees to maintain such records in an accessible location.

4. All records pertinent to this Agreement shall be retained by CHDO for five years following affordability period, completion of construction or of submission of the final closeout reports, whichever is later, with the following exceptions:

    a. If any litigation, claim or audit is started before the expiration of the five-year period and extends beyond the five-year period, the records will be maintained until all litigation, claims or audit findings involving the records have been resolved.

b. Records relating to real property acquisition shall be retained for the period of affordability required under 24 CFR 92.254 or 24 CFR 92.252 as applicable, plus five years.

c. Records covering displacement and acquisitions must be retained for at least five years after the date by which all persons displaced from the property and all persons whose property is acquired for the project have received the final payment to which they are entitled in accordance with 24 CFR 92.353.

5. CHDO must provide citizens, public agencies, and other interested parties with reasonable access to records consistent with the Texas Public Information Act, TEXAS GOVERNMENT CODE, Chapter 552.

6. CHDO shall include the substance of Section VIII.A.2-5 in all subcontracts.

B. MONITORING

The County reserves the right to carry out field inspections to ensure compliance with the requirements of this Agreement. CHDO shall attend a preconstruction meeting prior to first construction draw. After each monitoring visit, County shall provide CHDO with a written report of the monitor's finding. If the monitoring reports note deficiencies in CHDO's performance under the terms of this Agreement, the monitoring report shall include requirements for the timely correction of such deficiencies by CHDO. Failure by CHDO to take action specified in the monitoring report may be cause for suspension or termination of this Agreement, as provided in Section X.A & X.B of this Agreement.

C. AUDITING

1. Unless otherwise directed by County, CHDO shall arrange for the performance of an annual financial and compliance audit of funds received and performances rendered under this Agreement, subject of the following conditions and limitations:

   a. CHDO shall have an audit and/or financial statement made in accordance with 24 CFR 92.506, 24 CFR Part 85.26 or OMB Circular A-133 and the CHDO Policies Manual for any of its fiscal years included within the term of this Agreement in which CHDO receives more than $500,000 in federal financial assistance provided by a federal agency in the form of grants, agreements, loans, loan guarantees, property, cooperative agreements, interest subsidies, insurance or direct appropriations, but federal financial assistance does not include direct federal cash assistance to individuals. The term includes awards of federal financial assistance received directly from federal agencies, or indirectly through other units of state and local government.

b. At the option of CHDO, each audit required by this section may cover either CHDO's entire operations or each department, agency, or establishment of CHDO which received, expended or otherwise administered federal funds.

c. CHDO may utilize funds budgeted under this Agreement to pay for that portion of the cost of such audit services properly allocable to the activities funded by County under this Agreement, provided, however, that County shall not make payment for the cost of such audit services until County has received such audit report from CHDO.

d. Unless otherwise specifically authorized by County in writing, CHDO shall submit the report of such audit to County within thirty (30) days after completion of the audit, but no later than one (1) year after the end of each federal fiscal period included within the tem of this Agreement. Audits performed during this Agreement period are subject to review and resolution by County or its authorized representative.

e. As part of its audit, CHDO shall verify expenditures made according to Section II.C.

2. County reserves the right to conduct an annual financial and compliance audit of funds received and performances rendered under this Agreement. CHDO agrees to permit County or its authorized representative to audit CHDO's records and to obtain any documents, materials, or information necessary to facilitate such audit. CHDO shall provide an annual audit to County of funds received in performance of this Agreement.

3. CHDO understands and agrees that it shall be liable to County for any costs disallowed pursuant to financial and compliance audit(s) of funds received under this Agreement, which includes audits by County and by HUD. CHDO further understands and agrees that reimbursement to County of such disallowed costs shall be paid by CHDO from funds which were not provided or otherwise made available to CHDO under this Agreement.

4. CHDO shall take necessary action to facilitate the performance of such audit or audits conducted pursuant to this Section VIII.C as County may require of CHDO.

5. All approved HOME audit reports shall be made available for public inspection within 30 days after completion of the audit.

SECTION IX

COMPLIANCE WITH FEDERAL, STATE AND LOCAL LAW

CHDO agrees, covenants and warrants that CHDO will comply with all applicable federal, state and local laws, ordinances, codes, rules, regulations relating to this Agreement and the Project

("Applicable Laws"), including, but not limited to, the Act, 24 C.F.R. Part 92, and any other Applicable Laws referenced in this Agreement and this Section IX.

A. FAITH-BASED ACTIVITIES

In the event that CHDO can be considered a religious or faith-based organization, CHDO shall comply with the provisions of 24 C.F.R. 92.257.

B. FAIR HOUSING

CHDO shall administer the HOME Funds in a manner that provides housing that is suitable from the standpoint of facilitating and furthering full compliance with the applicable provisions of title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d—2000d-4), the Fair Housing Act (42 U.S.C. 3601 *et seq.*, E.O. 11063 (3 C.F.R., 1959-1963 Comp., p. 652), Age Discrimination Act of 1975, as amended (42 U.S.C. 6101—6107), 24 C.F.R. 5.105(a), and HUD regulations issued pursuant thereto; and that promotes greater choice of housing opportunities.

C. NON-DISCRIMINATION

In the selection of occupants for Units, CHDO shall comply with all non-discrimination requirements of 24 C.F.R. 92.350.

D. ACCESSIBILITY FOR PERSONS WITH DISABILITIES

CHDO shall comply with the Uniform Federal Accessibility Standards set forth in 24 C.F.R., Part 40, Appendix A. Section 504 of the Rehabilitation Act of 1973 (prohibits discrimination based on physical handicap) (Pub.L. 93-112), as amended, and implementing regulations when published for effect.

E. AFFIRMATIVE MARKETING

1. CHDO shall adopt and submit for County's approval, no later than thirty (30) days following the Effective Date of this Agreement affirmative marketing procedures and requirements for the purpose of providing information and otherwise attracting eligible persons in the housing market area to the Units without regard to race, color, national origin, sex, religion, familial status or disability. Such affirmative marketing procedures and requirements must comply with 24 C.F.R. 92.351 and must include:

    a. methods the CHDO will use for informing the public and potential home buyers about Federal fair housing laws and the County's and CHDO's affirmative marketing policy.

    b. CHDO's advertisement of any vacant Units, any press releases and any written communications to fair housing and other groups, must include the Equal Housing Opportunity logotype or slogan. Advertising media used by CHDO may include

newspaper, radio, television, brochures, leaflets, or may involve simply a sign in a window.

c. Procedures to inform and solicit applications from persons in the housing market area who are not likely to apply for the housing without special outreach, which procedure may include use by CHDO of community organizations, places of worship, employment centers, fair housing groups, housing counseling agencies, social service centers or medical service centers as resources for this outreach.

d. Records to be kept by CHDO describing the actions taken by CHDO to affirmatively market the Units in accordance with this Section IX.E. and records to assess the results of these actions.

e. CHDO maintaining a file containing all marketing efforts, including, but not limited to, copies of newspaper ads, memos of phone calls, copies of letters and all records pursuant to Section IX.E.1.d., all of which will be available for inspection by County. CHDO acknowledges County will inspect the records at least annually.

f. CHDO maintaining a listing of all home buyers residing in each Unit for five (5) years after the Project completion date or for such longer period as is provided herein.

g. A description of how CHDO will annually assess the success of affirmative marketing actions and what corrective actions will be taken where affirmative marketing procedures and requirements are not met.

2. CHDO shall comply with the affirmative marketing procedures and requirements adopted pursuant to 24 C.F.R. 92.351 and Section IX.E.1. County will assess the CHDO's efforts during marketing of the Units by use of (i) compliance certifications to be provided by CHDO to County at least annually, such certifications to be in the form and substance required by County; and (ii) monitoring visits by County to the Project at least annually. In the event CHDO fails to follow the affirmative marketing procedures and requirements, corrective actions by County shall include extensive outreach efforts to appropriate contacts to achieve the occupancy goals or other sanctions as County may deem necessary, in County's sole discretion.

F. EQUAL EMPLOYMENT OPPORTUNITY

1. CHDO shall comply with Executive Order 11246, which provides that there shall be no discrimination in employment under federally assisted construction. In providing the work and services herein specified, CHDO shall not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. CHDO shall take affirmative action to ensure that applicants for employment are employed, and that employees are treated during employment, without regard to their race, color, religion, sex or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment

advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. CHDO shall post in conspicuous places, available to employees and applicants for employment, notices to be provided by the federal government or the County setting forth the provisions of this nondiscrimination clause. Such notices shall state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin. CHDO shall incorporate the foregoing requirements in all of its contracts for the Project, and will require all of its subcontractors for such work to incorporate such requirements in all subcontracts for the Project.

2. CHDO will send to each labor union or representative of workers with which CHDO has a collective bargaining agreement or other contract or understanding, a notice to be provided by County, advising the labor union or worker's representative of the CHDO's commitments under Section 202 of Executive Order No. 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

3. CHDO will, in all solicitations or advertisements for employees placed by or on behalf of CHDO, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.

4. CHDO will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

5. CHDO will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to its books, records, and accounts by County and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and order.

6. In the event CHDO is found to be in noncompliance with the nondiscrimination clauses of this Agreement or with any of such rules, regulations or orders, this Agreement may be canceled, terminated or suspended in whole or in part and the CHDO may be declared ineligible for further government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965 or by rule, regulations, or order of the Secretary of Labor or as otherwise provided by law.

7. CHDO will include the provisions of Sections IX.F.1 through IX.F.6 in every contract, subcontract or purchase order relating to the Project, unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each contractor, subcontractor or vendor. CHDO will take such action with respect to any contract, subcontract or purchase order as County may direct

as a means of enforcing such provisions, including sanctions for noncompliance; provided, however, that in the event the CHDO becomes involved in, or is threatened with litigation with a subcontractor or vendor as a result of such direction by County, CHDO may request the United States to enter into such litigation to protect the interest of the United States.

G. MINORITY AND WOMEN'S BUSINESS ENTERPRISES

CHDO shall comply with the requirements relating to minority and women's business enterprises set forth in Executive Order No. 11625 of October 13, 1971, 36 Fed. Reg. 1967, as amended by Executive Order No. 12007 of August 22, 1977, 42 Fed. Reg. 42839; and Executive Order No. 12432 of July 14, 1983, 48 Fed. Reg. 32551; and Executive Order No. 12138 of May 18, 1979, 44 Fed. Reg. 23637. CHDO shall collect data indicating the racial/ethnic character of each business entity receiving a contract or subcontract of $25,000 or more paid, or to be paid, with HOME Funds. This data should indicate which of those entities are women's business enterprises as defined in Executive Order 12138, the amount of the contract or subcontract, and documentation of recipient's affirmative steps to assure that minority business and women's business enterprises have an equal opportunity to obtain or compete for contracts and subcontracts as sources of supplies, equipment, construction and services. Such affirmative steps may include, but are not limited to, technical assistance open to all businesses but designed to enhance opportunities for these enterprises and special out-reach efforts to inform them of contract opportunities. Such steps shall not include preferring any business in the award of any contract or subcontract solely or in part on the basis of race or gender.

H. LABOR, TRAINING AND BUSINESS OPPORTUNITY

CHDO shall comply with Federal regulations governing training, employment and business opportunities as follows:

1. It is agreed that the work to be performed under this Agreement is on a project assisted under a program providing direct Federal financial assistance from the HUD and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u ("Section 3"). Section 3 requires that to the greatest extent feasible, opportunities for training and employment be given to low-income residents of the project area and contracts for work in connection with the project be awarded to business concerns that are located in, or owned in substantial part by persons residing in, the area of the project.

2. CHDO will comply with the provisions of Section 3 and the regulations issued pursuant thereto by the Secretary of HUD and set forth in 24 Code of Federal Regulations and all applicable rules and orders of HUD issued thereunder and any and all applicable amendments thereto made prior to the Effective Date of this Agreement or during the Term of this Agreement. CHDO certifies that CHDO is under no contractual or other disability which would prevent CHDO from complying with these requirements.

3. CHDO will send to each labor organization or representative of workers with which it has a collective bargaining contract or other contract or understanding, if any, a notice advertising to the said labor organization or worker's representative of its commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.

4. CHDO will include the provisions of this Section IX.H in every contact and subcontract for work in connection with the Project and will take appropriate action pursuant to the contract or subcontract upon a finding that the contractor or subcontractor is in violation of regulations issued by the Secretary of HUD, in 24 Code of Federal Regulations. CHDO will not contract or subcontract with any contractor or subcontractor where CHDO has notice or knowledge that such contractor or subcontractor has been found in violation of regulations under 24 Code of Federal Regulations and will not let any contract or subcontract unless the contractor or subcontractor has first provided CHDO with a preliminary statement of ability to comply with these requirements as well as with any and all applicable amendments thereto.

5. Compliance with the provisions of Section 3, the regulations set forth in 24 Code of Federal Regulations, and all applicable rules and orders of HUD issued thereunder prior to the execution of the contract or subcontract shall be a condition of the federal financial assistance provided to the Project, and a continuing condition binding upon CHDO for such assistance, its successors, and assigns. Failure to fulfill these requirements shall subject CHDO, its contractors and subcontractors, its successors, and assigns to those sanctions specified by 24 Code of Federal Regulations and any and all applicable amendments thereto.

I. DAVIS BACON AND RELATED ACTS

CHDO shall ensure that any contract for construction of housing that includes 12 or more dwelling Units will contain a provision requiring the payment of not less than the wages prevailing in the locality, as predetermined by the Secretary of Labor in accordance with the Davis-Bacon Act (40 U.S.C.§276A-5) to all laborers and mechanics employed in the development of any part of the housing and contracts involving their employment shall be subject to the applicable provisions of the Contract Work Hours and Safety Standards Act (40 U.S.C.§§327-333) and applicable regulations. Construction contractors and subcontractors, must comply with regulations issued under these acts and with other federal laws and regulations pertaining to labor standards and HUD Handbook 1344.1 (Federal Labor Standards Compliance in Housing and Community Development Programs), as applicable.

J. CONFLICT OF INTEREST

No officer, employee, or agent of CHDO who exercises any functions or responsibilities with respect to the HOME Program or to the services and work to be performed by CHDO pursuant to this Agreement, during such officer's, employee's, or agent's tenure or for one (1) year thereafter, shall have any personal or financial interest or benefit, direct or indirect, in this Agreement or the proceeds thereof. CHDO shall incorporate or cause to be incorporated in every contract required to be in writing a provision prohibiting such interest pursuant to the purposes of this Section IX.J. Exceptions to the provision are allowed; provided, however, they must meet the requirements of 24 CFR Part 92.356(d).

K. FLOOD DISASTER PROTECTION

1. Notwithstanding any other provision of this Agreement, CHDO shall comply with the Flood Disaster Protection Act of 1973, as amended (P.L. 93-234), and the standards issued thereto. No portion of the HOME Funds granted to CHDO pursuant to this Agreement shall be used for acquisition or construction purposes as defined under Section 3(a) of said act, for use in an area identified by the Secretary of HUD as having special flood hazards which is located in an area not in compliance with the requirements for participation in the National Flood Insurance Program pursuant to Section 201(d) of said act; and the use of any of HOME Funds for such acquisition or construction in such identified areas in communities then participating in the National Flood Insurance Program shall be subject to the mandatory purchase of flood insurance requirements of Section 102(a) of said act.

2. Any contract or Agreement for the sale, lease, or other transfer of land acquired, cleared or improved with assistance provided under this Agreement shall contain, if such land is located in an area identified by the Secretary of HUD as having special flood hazards and in which the sale of flood insurance has been made available under the National Flood Insurance Act of 1968, as amended, 42 U.S.C. 4001, et seq., provisions obligating the transferee and its successors or assigns to obtain and maintain, during the ownership of such land, such flood insurance as required with respect to financial assistance for acquisition or construction purposes under Section 102(a) of the Flood Disaster Protection Act of 1973, as amended. Such provisions shall be required notwithstanding the fact that the construction on such land is not itself funded with assistance provided under this Agreement.

M. ENVIRONMENTAL REQUIREMENTS

1. CHDO shall comply with all applicable environmental laws and regulations in fulfilling its obligations hereunder.

2. Notwithstanding any provisions of this Agreement, the parties hereto agree and acknowledge that this Agreement does not constitute a commitment of funds or site

approval, and that such commitment of funds or approval may occur only upon satisfactory completion of environmental review and receipt by the County of a release of funds from HUD under 24CFR Part 58. The parties further agree that the provision of any funds to the project is conditioned on the County's determination to proceed with, modify or cancel the project based on the results of a subsequent environmental review.

3. CHDO will not undertake or commit any funds to physical or choice-limiting actions, including property acquisition, demolition, movement, rehabilitation, conversion, repair or construction prior to the environmental clearance, and understands that the violation of this provision may result in the denial of any funds under the Agreement.

N. SITE AND NEIGHBORHOOD STANDARDS

In accordance with 24 CFR 92.251, housing that is newly constructed with HOME funds must meet all applicable local codes, ordinances, and zoning ordinances at the time of project completion. Newly constructed housing must meet the current edition of the, Model Energy Code published by the Council of American Building Officials. CHDO must assure that unit design specifications and necessary inspections of each unit are conducted to meet compliance requirements. File documentation must demonstrate compliance.

O. LEAD-BASED PAINT HAZARDS

Assistance provided under this Agreement is subject to the HUD Lead-Based Paint regulations at 24 CFR Part 35, hereby incorporated and made a part of this Agreement by reference. Any funding commitments made by County or CHDO shall be made subject to the provisions for the elimination of lead-based paint hazards under subpart B of said regulations.

P. RELOCATION, DISPLACEMENT AND ACQUISITIONS

CHDO must ensure that it has taken all reasonable steps to minimize the displacement of persons (families, business and nonprofit organizations) as a result of a project assisted with funds provided under this Agreement. CHDO must comply with the applicable provisions of 24 CFR 92.353.

Q. COST PRINCIPLES

CHDO must comply with applicable regulations under OMB Circular No. A-122 and the following requirements of 24 C.F.R. Part 84: §§ 84.2, 84.5, 84.13 through 84.16, 84.26 through 84.28, 84.30, 84.31, 84.34 through 84.37, 84.40 through 84.48, 84.51, 84.60 through 84.62, 84.72, and 84.73 pursuant to 24 C.F.R. 92.505(b).

R. POLITICAL ACTIVITY

1. CHDO shall comply with the applicable provisions of the Political Reform Act of 1974, as amended, relating to conflicts of interest (codified at Texas Government Code Section 87000, *et seq.*). CHDO will promptly advise County of the facts and circumstances concerning any disclosure made to it or any information obtained by it relating to conflicts of interest.

2. No portion of the HOME Funds provided to CHDO under this Agreement shall be used for any partisan political activity or to further the election or defeat of any candidate for public office; nor shall they be used to provide services, or for the employment or assignment of personnel in a manner supporting or resulting in the identification of programs conducted pursuant to this Agreement with the following: (1) any partisan or nonpartisan political activity or any other political activity associated with a candidate, or contending faction or group, in an election for public or party office; (2) any activity to provide voters or prospective voters with transportation to the polls or similar assistance in connection with any such election; or (3) any voter registration activity.

3. Participants employed in the administration of County's programs funded by HOME or other Federal funding, and participants whose principal employment is in connection with an activity financed by HOME or other Federal funding or resultant proceeds are subject to limitation on political activities under the Hatch Act (U.S.C. 1502(a), 18 U.S.C. 595). All participants may take part in nonpartisan activities outside working hours.

4. No portion of the HOME Funds provided to CHDO under this Agreement shall be used for publicity or propaganda purposes designed to support or defeat legislation pending before the United States Congress.

S. MISCELLANEOUS

1. CHDO shall comply with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15).

2. CHDO shall comply with the provisions of the Copeland Anti-Kick-Back Act (18 U.S.C. 874) as supplemented by applicable regulations (29 CFR Part 3), as amended. CHDO shall include the requirement the to comply with such provisions in every nonexempt subcontract and shall enforce the requirements as may be required by federal, state or local government.

SECTION X

SUSPENSION AND TERMINATION OF THIS AGREEMENT

A. SUSPENSION AND TERMINATION DUE TO DEFAULT

In the event CHDO fails to materially comply with any terms, covenants or provisions of this Agreement (a "Default"), County may, pursuant to 24 CFR 85.43 and this Section X.A, suspend this Agreement and withhold the award of HOME Funds to CHDO, by providing CHDO with written notice of such suspension (the "Suspension Notice"), until CHDO remedies such Default within the time and in the manner set forth in the Suspension Notice.

B. TERMINATION DUE TO DEFAULT

If a Default occurs or if CHDO fails to remedy a Default within the time and in the manner set forth in the Suspension Notice, County may, pursuant to 24 CFR 85.43 and this Section X.B, terminate this Agreement, by providing CHDO with written notice of such termination (the "Termination Notice"). The Termination Notice shall set forth the effective date of the termination of this Agreement, such date to be at least thirty (30) days following the date of Termination Notice.

C. TERMINATION FOR CONVENIENCE

Pursuant to 24 C.F.R. 85.44, this Agreement may be terminated by mutual agreement of County and CHDO, in which event the parties will mutually agree on the effective date of the termination of this Agreement.

D. REVERSION OF ASSETS

Upon termination of this Agreement pursuant to Sections X.B or X.C hereof, or, with respect to Section X.D.3, at the expiration of the Term of this Agreement:

1. all HOME Funds awarded by County pursuant to this Agreement shall be immediately revoked and any approvals by County related to the Project shall immediately be deemed revoked and canceled;

2. CHDO shall be entitled to receive compensation for services provided, and costs incurred, prior to the effective termination date of this Agreement (the "Termination Date"), but not on or after the Termination Date; and

3. all HOME Funds remaining in CHDO's possession as of Termination Date and all accounts receivable payable to CHDO attributable to the use of HOME Funds awarded to CHDO pursuant to his Agreement and attributed to periods following the Termination Date

shall be delivered by CHDO to County within seven (7) business days following the Termination Date.

E. ADDITIONAL REMEDIES

In the event the County determines CHDO is in Default, County may take one or more of the following actions:

1. Temporarily withhold cash payments pending correction of the deficiency by CHDO (or any contractor or subcontractor) or take more severe enforcement action against CHDO;

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

3. Wholly or partly suspend or terminate the current Agreement for CHDO;

4. Withhold further HOME Funds from the CHDO, or

5. Take other remedies that may be legally available.

SECTION XI

RELEASE AND INDEMNIFICATION

A. RELEASE

CHDO hereby releases County and County's elected officials, officers, employees, agents, servants and representatives and their respective heirs, successors and assigns from all claims and liabilities arising out of, resulting from, or relating to the Project, this Agreement or any other Transaction Document.

B. INDEMNIFICATION

CHDO shall indemnify, defend and save and hold County and County's elected officials, officers, employees, agents, servants and representatives and their respective heirs, successors and assigns (collectively, the "County Indemnitees"), harmless against, and shall reimburse the County Indemnitees for, any damages, liabilities, losses, awards, judgments, assessments, fines, sanctions, penalties, charges, costs, and reasonable attorneys' fees (collectively, "Losses") incurred in connection with any claim, dispute, governmental investigation, inquiry, citation, suit, action, arbitration, legal, administrative or other proceeding of any nature, criminal or civil, at law or in equity (collectively, "Action"), arising out of, resulting from, or relating to, (i) any breach of any representation or warranty of CHDO contained in this Agreement or any other Transaction Document; (ii) any breach or default in the performance of any covenant or agreement of CHDO contained in this

Agreement or any other Transaction Document; and (iii) any Action related to the Project, including, but not limited to, the construction, design, development and occupancy of the Project. Notwithstanding anything herein to the contrary, CHDO shall not be obligated to indemnify the County Indemnitees for any losses incurring in connection with any Action arising out of, resulting from, or relating to the gross negligence or intentional misconduct of County Indemnitees.

C. PROCEDURE

Promptly after CHDO receives notice of any Action that is subject to indemnification under this Section XI, CHDO shall give the County written notice of such Action and the details thereof, including copies of all relevant information and documents and, if then known, the amount or method of computation of the amount of Losses relating to the Action. The County Indemnitees will be entitled, at the sole expense and liability of CHDO, to exercise full control of the defense, compromise or settlement of any such Action.

SECTION XII

MISCELLANEOUS PROVISIONS

A. NOTICE

Any notice from one party to the other must be in writing and shall be sufficiently given or made if hand delivered against a written receipt, forwarded by a reputable overnight courier or mailed by United States mail, postage prepaid, by certified mail, return receipt requested, and addressed:

If to CHDO: Affordable Homes of South Texas, Inc
Attention: Robert Calvillo, Executive Director
1420 Erie Ave
McAllen TX 78501

If to County: County of Hidalgo
Urban County Program
Attention: Diana R. Serna, Director
427 E. Duranta Ave, Suite 107
Alamo TX 78516

Any notice forwarded by an overnight courier shall be deemed to have been given on the next business day following the day on which it was forwarded. Any notice mailed shall be deemed to have been given on the third business day following the day on which it was mailed. Either of the parties hereto may at any time give notice in writing to the other of any change of address and thereafter all notices shall be mailed to the new address.

B. TIME OF THE ESSENCE

Time is of the essence with respect to all provisions of this Agreement in which a definite time for performance is specified; provided, however, that the foregoing shall not be construed to limit or deprive a party of the benefits of any grace or use period provided for in this Agreement, if any.

C. INTEGRATION

This Agreement and the agreements and documents referred to herein (including the exhibits hereto) contain the entire agreement and understating of the parties hereto with respect to the subject matter hereof and supersede all prior agreements and understandings, whether written or oral, relating to the subject matter hereof. There are no other agreements between or among the parties other than those set forth in this Agreement and the agreements and documents referred to herein. This Agreement includes the following exhibits:

Exhibit A Certification Regarding Lobbying for Agreements, Grants, Loans and Cooperative Agreements.
Exhibit B Insurance Requirements
Exhibit C Affidavit of Standards for Financial Management
Exhibit D CHDO Proposal

D. FURTHER ASSURANCES

CHDO shall execute and deliver all documents and instruments and shall do any and all acts and things reasonably requested by County (a) in connection with the performance of the obligations undertaken by CHDO under this Agreement; (b) to perfect and evidence the transactions contemplated by this Agreement; and/or (c) otherwise to effectuate in good faith the intent of the parties and the purposes of this Agreement.

E. MODIFICATIONS AND AMENDMENTS

1. Except as provided in Section XII.E.2, this Agreement may not be amended modified or amended, in whole or in part, unless such amendment or modification is executed in writing by both parties.

2. Except as otherwise required by applicable law, any modifications or amendments to this Agreement which are required by amendments in applicable federal laws, rules, regulations (including, but not limited to, the Act and the regulations promulgated under the Act), and/or policy directives issued by HUD in connection with the HOME Program (collectively, the "Applicable Law Amendments"), are automatically incorporated into this Agreement without written amendment hereto and shall become effective on the date designated by the Applicable Law Amendments. County or CHDO may require that written modification or amendments be made to this

Agreement to reflect the Applicable Law Amendments. Notwithstanding anything herein to the contrary, the Applicable Law Amendments shall not modify or amend this Agreement so as to the release County of its obligations set forth in Section VI hereof that accrue prior to the effective date of the Applicable Law Amendments.

F. ASSIGNMENT

This Agreement and the rights, duties and obligations hereunder may not be transferred or assigned by CHDO, whether by merger, consolidation, reorganization, dissolution, operation of law or otherwise without the prior written consent of County. Any attempted transfer or assignment without the County's consent shall be void. Subject to the foregoing, this Agreement and the provisions hereof shall be binding on the parties and their respective permitted successors and permitted assigns.

G. THIRD PARTY BENEFICIARIES

This Agreement is for the sole benefit of the parties hereto, and their respective successors and permitted assigns. Except with respect to Section XI above with respect to the County Indemnitees, nothing herein shall give, or be construed to give, any legal or equitable rights hereunder to any other person or entity other than the parties hereto and their respective successors and permitted assigns.

H. RELATIONSHIP OF THE PARTIES

The relationship of the parties is that of independent contractor. The parties are not, by virtue of this Agreement or otherwise, in an employer-employee, principal-agent, joint venture or partnership relationship with each other, and each party agrees not to represent to any other persons, or to assert in any other form or forum to the contrary. Neither party is authorized to act as an agent for, or legal representative of, the other party and neither party shall have authority to assume or create any obligation on behalf of, in the name of, or binding upon the other party.

I. REMEDIES AND WAIVER

It is expressly understood and agreed by the parties hereto that any right or remedy provided for in this Agreement shall not preclude the exercise of any other right or remedy under this Agreement or under any provision of law, nor shall any action taken in the exercise of any right or remedy be deemed a waiver of any other rights or remedies. Failure to exercise any right or remedy hereunder shall not constitute a waiver of the right to exercise that or any other right or remedy at any time. No waiver of any term or provision of this Agreement shall be binding unless executed in writing by the party entitled to the benefit thereof.

J. CONSTRUCTION

1. If one or more provisions of this Agreement are held to be unenforceable under applicable law, such provisions shall be excluded from this Agreement and the balance of this Agreement shall be interpreted as if such provisions were so excluded and shall be enforceable in accordance with its terms.

2. No provision of this Agreement will be interpreted in favor of, or against, any of the parties hereto by reason of the extent to which any such party or its counsel participated in the drafting thereof or by reason of the extent to which any such provision in inconsistent with any prior draft hereof or thereof.

3. Titles and headings of sections in this Agreement are for convenience of reference only and shall not affect the construction of any provision of this Agreement.

4. The recitals set forth in this Agreement are acknowledged by the parties to be true and correct and are incorporated herein by reference for all purposes.

K. GOVERNING LAW

This Agreement shall be governed by, interpreted under, and construed and enforced in accordance with the laws of the State of Texas, without regard to conflicts of law principles.

L. JUDICIAL ACTION

The parties agree that any suit, action or proceeding brought by a party against the other in connection with or arising from this Agreement ("Judicial Action") shall be brought only in any United States Federal or Texas state court located in Hidalgo County, Texas and the parties hereby consent to the exclusive jurisdiction of such courts (and the appropriate appellate courts) in any such Judicial Action and waives any objection to venue laid therein. If either party is a prevailing party in a Judicial Action, such party is entitled to recover from the non-prevailing party all costs of such proceeding and reasonable attorney's fees.

[SIGNATURE PAGE FOLLOWS]

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

COUNTY:

COUNTY OF HIDALGO

_____

By: Diana R. Serna
Its: Director

CHDO:

Affordable Homes of South Texas, Inc

_____

By: Robert Calvillo
Its: Executive Director

Approved as to form by Steve Crain, Hidalgo County Attorney: September 2013

STATE OF TEXAS §
§
COUNTY OF HIDALGO§

This instrument was acknowledged before me on _____, 2015, by Diana R Serna, as Director of the Urban County Program of County of Hidalgo, a political subdivision of the State of Texas, on behalf of said political subdivision.

_____
NOTARY PUBLIC, State of Texas
NAME: _____
My Commission Expires: _____

STATE OF TEXAS §
§
COUNTY OF HIDALGO§

This instrument was acknowledged before me on _____, 2015, by Robert Calvillo, as Executive Director of Affordable Homes of South Texas, Inc., a Texas nonprofit organization, on behalf of said nonprofit organization

_____
NOTARY PUBLIC, State of Texas
NAME: _____
My Commission Expires: _____

EXHIBIT A

Certification Regarding Lobbying for
Agreements, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of its knowledge and belief, that:

1. No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or any employee of a member of Congress in connection with the awarding of any federal Agreement, the making of any federal grant, the making of any federal loan, the entering into of any cooperative Agreement, or modification of any federal Agreement, grant, loan, or cooperative Agreement.

2. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this federal Agreement, grant loan, or cooperative Agreement, the undersigned shall complete and submit standard form –LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subAgreements, subgrants, and Agreement under grants, loans and cooperative Agreements) and that CHDOs certify and disclose accordingly.

This certification is material representation of fact which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. § 132. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

Signed: _____

Director

_____

Date

EXHIBIT B

INSURANCE REQUIREMENTS

1. CHDO Insurance. CHDO, at its sole cost and expense, for the full term of this Agreement (and any extensions thereof), shall obtain and maintain at minimum compliance with all of the following insurance coverage(s) and requirements. Such insurance coverage shall be primary coverage as respects County and any insurance or self-insurance maintained by County shall be excess of CHDO's insurance coverage and shall not contribute to it.

2. Subcontractor(s) Insurance. If CHDO utilizes one or more subcontractors in the performance of this Agreement, CHDO shall obtain and maintain independent insurance as to each subcontractor or otherwise provide evidence of insurance coverage for each subcontractor equivalent to that required of CHDO in this Agreement.

3. Types of Insurance and Minimum Limits. The following types of insurance and minimum limits are required for at least the following minimum coverage and limits of liability.

   a. Worker's Compensation written in accordance with the laws of the State of Texas and providing coverage for any and all employees of CHDO in the minimum statutorily required coverage amounts.

   b. Automobile Liability Insurance for each of CHDO's vehicles used in the performance of this Agreement, including owned, non-owned (e.g. owned by CHDOs employees or contractors), leased or hired vehicles, in the minimum amount of $300,000 combined single limit per occurrence for bodily injury and property damage. This insurance coverage shall not be required if vehicle used by CHDO is not a material part of performance of this Agreement and CHDO and County both certify to this fact.

   c. Comprehensive or Commercial General Liability Insurance coverage in the minimum amount of $300,000 combined single limit, including coverage for:

      (1) Bodily injury.
      (2) Personal injury.
      (3) Broad form property damage.
      (4) Contractual liability.
      (5) Cross-liability.

4. Other Insurance Provisions.

   a. If any insurance coverage required in this Agreement is provided on a "Claims Made" rather than "Occurrence" form, CHDO agrees to maintain the required coverage for duration of this Agreement (hereinafter "post Agreement coverage")

and any extensions thereof. CHDO may maintain the required post Agreement coverage by renewal or purchase of prior acts or tail coverage. This provision is contingent upon post Agreement coverage being both available and reasonably affordable in relation to the coverage provided during the term of this Agreement. For purposes of interpreting this requirement, a cost not exceeding 100% of the last annual policy premium during the term of this Agreement in order to purchase prior acts or tail coverage for post Agreement coverage shall be deemed to be reasonable.

5. Endorsements.

a. All required Automobile and Comprehensive or Commercial General Liability Insurance shall be endorsed to contain the following clause, with the exception that Endorsement (ii), providing for 30-day notices, is the only endorsement required to be made a part of the Worker's Compensation and Employers' Liability policy coverage.

(1) "The County of Hidalgo, its employees, officers, agents and volunteers are hereby added as additional insurers, but only as respects work done by, for, or on behalf of the named insured under Agreement with the County of Hidalgo."

(2) "Thirty (30) days prior written notice shall be given to the County of Hidalgo in the event of cancellation, reduction in coverage, or non-renewal of this policy for whatever reason."

6. Proof of Coverage.

a. CHDO agrees to provide its insurance broker(s) with a full copy of these insurance provisions and provide County on or before the effective date of this Agreement with Certificate of Insurance for all required coverages. Copies of all the required Endorsements required above shall be attached to the Certificate(s) of Insurance or other evidence of insurance acceptable to the County of Hidalgo, which shall be provided by CHDO's insurance company as evidence of the stipulated coverages. This Proof of Coverage shall then be mailed to the County of Hidalgo at the following address:

County of Hidalgo
Urban County Program
427 E. Duranta Ave, Suite 107
Alamo, TX 78516

Exhibit C

Hidalgo County Urban County Program

Community Housing Development Organization (CHDO) Certification

Affidavit of Standards for Financial Management Systems

Date: _____

Affiant: Robert Calvillo

Recipient: Hidalgo County – Urban County Program

Affiant on oath swears that the following statements are true and are within the personal knowledge of Affiant:

1. Affiant is the Director, President AND/OR Chief Financial Officer of the Recipient and is authorized to make this affidavit on behalf of Recipient.
2. Recipients' financial management systems conform to the financial accountability standards set forth in 24 CFR 84.21, by providing for and incorporating the following:

    a. Accurate, current and complete disclosure of the financial results of each federally-sponsored project;
    b. Records, which identify the source and application of funds for federally-sponsored activities. These records contain information pertaining to Federal awards, authorizations, obligations, unobligated balances, assets, outlays, income and interest;
    c. Control over and accountability for all funds, property and other assets; adequate safeguards of all such assets shall be adopted to assure that all assets are used solely for authorized purposes;
    d. Comparison of outlays with budget amounts for each award;
    e. Written procedures to minimized the time elapsing between the receipt of funds and the issuance of redemption of checks for program purposes by the recipient;
    f. Written procedures for determining the reasonableness, allocability, and allowability of costs in accordance with the provisions of Federal cost principles [Circular A-122] and the terms and conditions of the award;
    g. Accounting records, including cost-accounting records, that are supported by source documentation.

Affiant signature: _____

Title: Executive Director

Subscribed and sworn before me on the __day of _____, 2015,

by Robert Calvillo, on behalf of Affordable Homes of South Texas, Inc.

_____ My commission expires:_____

Notary Signature

Seal:

Exhibit D

CHDO Proposal

AI-51915 **Urban County** **15. C.**

CC - REGULAR

Meeting Date: 10/27/2015

Submitted For: Diana Serna, URBAN COUNTY **Submitted By:** Sandra Regalado, URBAN COUNTY

Department: URBAN COUNTY

Information

CAPTION

1. Requesting approval to re-certify Proyect Azteca as a Community Housing Development Organization (CHDO) within the County of Hidalgo.
2. Requesting approval to execute the 2015 HOME/CHDO agreement for Proyecto Azteca

BACKGROUND

The Urban County Program requested proposals for 2015 CHDO funds from non-profit housing organizations on March 27, 2015 and again on April 3, 2015. A committee evaluated the proposals received. Among the criteria used in the evaluation process was type of project, project location(s), previous funding, and CHDO budget balance/expenditure ratios. The UCP requests approval to execute the FY 2015 CHDO agreement for the following funding amount:

Proyecto Azteca - $300,000 - to build single family homes for low to moderate-income families that are below 80% of the area median income for the Hidalgo County.

Fiscal Impact

Attachments

revised agree

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	10/23/2015 08:23 AM
Purchasing Department	Monica Badillo	10/23/2015 07:16 PM

Form Started By: Sandra Regalado Started On: 10/21/2015 11:01 AM

Final Approval Date: 10/23/2015

AGREEMENT FOR GRANT OF HOME FUNDS

THIS AGREEMENT FOR GRANT OF HOME FUNDS (this "Agreement") is made and entered into on October 27, 2015 ("Effective Date") by and between the County of Hidalgo ("County"), a political subdivision of the State of Texas, and PROYECTO AZTECA ("CHDO"), a Texas nonprofit corporation.

RECITALS:

WHEREAS, County has entered into an agreement with the US Department of Housing and Urban Development ("HUD") to receive HOME Funds as that term is defined in 24 C.F.R. 92 ("HOME Funds"), which funds are administered by the County's Urban County Program through its HOME Investment Partnerships Program (the "HOME Program");

WHEREAS, County has set aside a portion of its HOME Program's funds for community housing development organizations in accordance with the National Affordable Housing Act of 1990, as amended;

WHEREAS, County has designated the above named organization as a community housing development organization or CHDO pursuant to HUD rule 24 CFR Part 92, which sets forth regulations to implement the HOME Program;

WHEREAS, CHDO has submitted a proposal for use of HOME Funds to develop affordable housing pursuant to the HOME Program; and

WHEREAS, County desires to engage the CHDO to render certain assistance as a developer of affordable housing in conformance with 24 CFR Part 92.300;

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants and obligations set forth in this Agreement, and subject to the terms and conditions hereof, County and CHDO hereby agree as follows:

SECTION I

DEFINITIONS

A. SPECIFIC

When used in this Agreement, the following terms shall have the respective meanings set forth below:

1. "Act" shall mean the HOME Investment Partnerships Act at Title II of the Cranston-Gonzalez National Affordable Housing Act of 1990, as amended, 42 U.S.C. §§12701 et. seq.

2. "Action" shall have the meaning given such term in Section XI.B of this Agreement.

3. "Affordability Period", with respect to any Unit, shall mean the period of years set forth below during which the home buyer is required to occupy the Unit as the home buyer's principal residence, commencing on the closing of the home buyer's purchase of the Unit, which shall vary depending on the amount of HOME Funds provided to home buyer for the Unit:

HOME Funds Assistance per Unit	Affordability Period
Under $15,000	5 years
$15,000 up to and including $40,000	10 years
Over $40,000	15 years

4. "Affordable Housing" shall have the meaning assigned to it under 24 C.F.R. 92.2 and C.F.R. 92.203.

5. "Agreement" shall have the meaning given such term in the introductory paragraph above.

6. "Applicable Law Amendments" shall have the meaning given such term in Section XII.E.2 of this Agreement.

7. "Applicable Laws" shall have the meaning given such term in the introductory paragraph of Section IX of this Agreement.

8. "CHDO" shall have the meaning given such term in the introductory paragraph above.

9. "CHDO Policies Manual" shall mean County's HOME Division Community Housing Development Organizations Policies Manual, as it may be amended by County from time to time.

10. "CHDO Proceeds" shall mean proceeds retained by CHDO in accordance with 24 C.F.R. 92.300(a)(2).

11. "CHDO Proposal" shall mean the proposal submitted by CHDO to the County for fiscal year 2015 concerning CHDO's proposed participation in the HOME Program, a copy of which is attached hereto as "Exhibit D".

12. "County" shall have the meaning given such term in the introductory paragraph above.

13. "County Indemnitees" shall have the meaning given such term in Section XI.B of this Agreement.

14. "Default" shall have the meaning given such term in Section X.A. of this Agreement.

15. "Developer's fee" shall mean a fee payable to CHDO as compensation for the services performed hereunder and, unless other agreed in writing by the parties, will be earned and paid on a per unit basis.

16. "Effective Date" shall have the meaning given such term in the introductory paragraph above.

17. "Home buyer" or "home owner" shall mean the individual to whom the CHDO is providing assistance pursuant to the HOME Program.

18. "HOME Funds" shall have the meaning given such term in the first recital above.

19. "HOME Program" (also called "HOME") shall have the meaning given such term in the first recital above.

20. "HUD" shall have the meaning given such term in the first recital above.

21. "Judicial Action" shall have the meaning given such term in Section XII.B of this Agreement.

22. "Losses" shall have the meaning given such term in Section XI.B of this Agreement.

23. "Low-Income Families" shall have the meaning assigned to it under 24. C.F.R. 92.2.

24. "Owner Investment Returned First" shall mean the recapture option defined under 24 C.F.R. 92.254(a)(5)(ii)(A)(4).

25. "Project" means all services and obligations provided by the CHDO pursuant to this Agreement and, with respect to a particular Unit, means the portion of such services and obligations applicable to the Unit.

26. "Right of first refusal" shall mean the CHDO's right to repurchase property for which the home owner received assistance from the Project.

27. "Right of First Refusal Agreement" shall mean a Right of First Refusal, Option to Purchase, and Agreement Regarding Distribution of Proceeds entered into among the County, the CHDO and a home owner.

28. "Section 3" shall have the meaning given such term in Section IX.H.1 of this Agreement.

29. "Suspension Notice" shall have the meaning given such term in Section X.A of this Agreement.

30. "Term of this Agreement" shall mean the period commencing on the Effective Date and terminating on November 9, 2017, unless sooner terminated as herein provided.

31. "Termination Date" shall have the meaning given such term in Section X.D.2 of this Agreement.

32. "Termination Notice" shall have the meaning given such term in Section X.B of this Agreement.

33. "Transaction Document" shall mean (i) each document delivered by CHDO to County pursuant to this Agreement and (ii) each agreement entered into by CHDO pursuant to this Agreement, including without limitation the Homebuyer Assistance Contract and the Right of First Refusal Agreement.

34. "Unit" shall have the meaning given such term in Section II.A.2 of this Agreement.

B. GENERAL

References in this Agreement to "Sections" and "Exhibits" shall be to the Sections and Exhibits of this Agreement, unless otherwise specifically provided. Where the context or construction otherwise requires, all words applied in the plural shall be deemed to have been used in the singular, and vice versa. The masculine shall include the feminine and neuter, and vice versa; and the present tense shall include the past and future tense, and vice versa.

SECTION II

PROJECT DESCRIPTION, SCHEDULE AND BUDGET

A. PROJECT DESCRIPTION

1. During the Term of this Agreement, County agrees to grant CHDO $300,000 utilizing FY 2015 HOME funds for the Project, subject to the conditions of this Agreement.

2. During the Term of this Agreement, CHDO shall, pursuant to the terms of this Agreement, perform all professional, technical and construction services necessary to complete the construction, development and occupancy of a total number of five (5) affordable housing units (each, a "Unit").

3. The Units will be located in the County of Hidalgo, Texas, and outside of the city limits of the cities of McAllen, Mission, Edinburg and Pharr.

4. CHDO will sell Units only to low-income families whose annual incomes, as calculated pursuant to 24 C.F.R. 92.203, qualify for assistance under the HOME Program, including without limitation pursuant to 24 C.F.R. 92.254.

5. CHDO will provide five (5) low-income families (80% and below the area median income), qualified buyers with homebuyer education, general construction services and long-term flexible financing.

6. All work will be performed in essentially the manner proposed in the CHDO Proposal.

7. CHDO's services with respect to the Project include, without limitation, satisfaction of all CHDO obligations under this Agreement, including without limitation those set forth in Sections III, IV, V, VIII and IX hereof.

B. PROJECT SCHEDULE

1. CHDO agrees to complete the Project, as required by this Agreement, in accordance with the timetable set forth below:

Activity	Deadline
Environmental Review	July, 2016
Acquisition	August, 2016
Securing/Packaging Project Financing	November, 2015
Securing Pre-qualified Prospective Buyers	May, 2016
Homeownership Counseling	May, 2017
Construction Specifications and Cost Estimates	June, 2016
Construction Bids	June, 2016
Draws	February, 2018
Sign Sales Contract (last unit)	June, 2017
Construction Start (last unit)	June, 2017
End Construction (last unit)	October, 2017
Sale/Loan Closing (last unit)	October, 2017

2. Without limiting the generality of Section XII.B, CHDO acknowledges and agrees that compliance with the schedule set forth in Section II.B.1, including timely completion of the work specified in this Agreement in order to complete units on the specified schedule, is an integral and essential part of CHDO's performance. The expenditure of HOME funds is subject to Federal deadlines and could result in the loss of Federal funds if such deadlines are not met. By the acceptance and execution of this Agreement, it is understood and agreed by CHDO that the Project will be completed as expeditiously as possible and that CHDO will make every effort to ensure that the Project will proceed and will not be delayed. Failure to meet these deadlines can result in cancellation of this Agreement and the revocation of the HOME funds.

3. CHDO shall include appropriate provisions to be inserted into all contracts or subcontracts related to the Project to ensure the Project will be completed according to the schedule set forth in Section II.B.1.

4. In the event CHDO is unable to meet the above schedule because of delays resulting from acts of God, untimely review and approval by County and other governmental authorities having jurisdiction over the Project, or other delays that are not caused by CHDO, County shall grant a reasonable extension of time for completion of the work. It shall be CHDO's responsibility to notify County promptly in writing whenever a delay is anticipated or experienced and to inform County of all facts and details related to the delay.

C. PROJECT BUDGET

1. County will make HOME Funds available to CHDO in the amount of set forth in Section II.A.1 for the implementation of the Project, subject to the terms and conditions of this Agreement. In addition, CHDO will leverage $117,647 in public and private financing for below-market mortgages for completion of the Project. Such funds will be allocated as follows:

	HOME Funds	Leverage Funds	Total Cost
Pre-Development	$_____	$_____	$_____
Acq./Construction	$ 300,000	$ 27,500	$ 327,500
Hard Costs	$_____	$_____	$_____
Soft Costs	$_____	$ 90,147	$ 90,147

2. CHDO shall promptly provide a specific working budget to County incorporating and supplementing the information set forth in Section II.C.1, and identifying all sources and uses of funds, and allocate HOME and non-HOME funds to activities or line items.

SECTION III

CHDO'S WARRANTIES, REPRESENTATIONS AND OBLIGATIONS

The project shall be administered in accordance with, and CHDO shall comply with, the Act, including implementing federal regulations contained in 24 CFR Part 92; the CHDO Policies Manual and the CHDO Proposal. CHDO shall also perform all activities in accordance with the terms of Project Description (Section II.A), Project Schedule (Section II.B), Project Budget (Section I.C), Certifications ("Exhibit A"); and all other statements made by CHDO in its CHDO Proposal for the project funded under this Agreement; and with all other terms, provisions, and requirements set forth in this Agreement.

A. AFFORDABILITY

The County will enforce the Recapture Policy as defined in Section IV.E of the CHDO Policies Manual in order to address the continued affordability of housing units acquired with HOME funds.

1. CHDO shall utilize the following documents:

a. Homebuyer Assistance Contract,
b. First and Second Lien Deeds of Trust,
c. First and Second Lien Real Estate Notes, and
d. Right of First Refusal Agreement,

each in form satisfactory to County and based on the County forms, to address key recapture provisions such as affordability period, principal residency and transfer of title to property. All documents between the CHDO and the home buyer shall provide that the CHDO's rights transfer to County in the event the CHDO ceases operating as a CHDO under the HOME Program, merges with another entity (without the prior written consent of the County to continue this Agreement with such merged entity), terminates, dissolves, liquidates or its existence as an entity is otherwise forfeited. CHDO shall cause the Deeds of Trust and the Right of First Refusal Agreement to be promptly recorded in the real property records of the Hidalgo County Clerk and promptly return the original, recorded document to County. County shall also be given the original of any other agreement to which it is a party.

2. CHDO shall conduct principal residency verifications on Units throughout the duration of the affordability period.

3. CHDO shall utilize the HOME-Assisted Unit Tracking Report as a tracking mechanism for principal residency.

4. CHDO shall ensure that all or a portion of HOME funds are recouped should the unit cease to be the home owner's principal residence, dependant upon the type of loan the home owner has received. The CHDO must, to the extent allowed by applicable law, require the home owner repay the entire HOME funds as follows:

    a. If given a forgivable loan, the County will require that the entire HOME funds are returned.

    b. If the loan is amortized, the home owner will be liable to return the total HOME funds minus any HOME principle payments paid to date.

    All such funds shall be paid to the County.

5. CHDO shall ensure fulfillment of the *"Owner Investment Returned First"* recapture option by allowing the home owner to recover their full investment (the home owner's original downpayment plus principal payments the home owner made on the loan) from net proceeds in the event that there is a voluntary or involuntary transfer of title.

6. CHDO understands that it is the CHDO's obligation to ensure the County is paid the total amount of all funds that are to be recaptured.

7. CHDO shall have the *"right of first refusal"* to repurchase the property in case of voluntary or involuntary transfer of title, and shall use the Right of First Refusal Agreement, in form satisfactory to County and based on the County form, with all home owner's receiving assistance pursuant to the Program in order to secure such right.

8. CHDO shall not allow a loan payoff by the client before the affordability period is over and will only accept such transaction, which will be handled on a case by case basis, if there is an involuntary transfer of title.

9. CHDO shall clearly explain all affordability requirements as listed under this Section III.A.1-8 at loan closing and obtain an affidavit signed by the home buyer as evidence of the home buyer's understanding of and commitment to these obligations.

10. Unless otherwise specified in writing by County, County will take a lien on real property purchased by the CHDO for home ownership projects and/or liens on individual home buyer's property to secure the County's investment during the Affordability Period, which lien will be released following the end of the affordability period. CHDO shall not acquire any real property with funds obtained pursuant to this Agreement or subsequently transfer any such property to a home buyer without confirming whether the County will place a lien on the real property and, if so, executing and recording the appropriate lien documentation.

11. CHDO agrees that the County has the right to enforce the terms of this Agreement and the Transaction Documents to the maximum extent allowed by law.

B. LEGAL AUTHORITY

1. CHDO represents and warrants that CHDO possesses the legal authority to enter into this Agreement, to receive HOME Funds authorized by this Agreement, and to perform the services CHDO has obligated itself to perform hereunder.

2. Each person signing and executing this Agreement on behalf of CHDO, or representing themselves as signing and executing this Agreement on behalf of CHDO, does hereby represent, warrant and guarantee that such persons have been duly authorized by CHDO to execute this Agreement on behalf of CHDO and to validly and legally bind CHDO to all terms, performances, and provisions herein set forth.

C. SUBCONTRACTS

1. Except for subcontracts to which the federal labor standards requirements apply, CHDO may not subcontract for performances described in this Agreement without obtaining County's prior written approval. CHDO shall only subcontract for performances described in this Agreement to which the federal labor standards requirements apply after CHDO has submitted a Subcontractor Eligibility form, as specified by County, for each such proposed subcontract, and CHDO has obtained County's prior written approval, based on the information submitted, of CHDO's intent to enter into such

proposed subcontract. CHDO, in subcontracting for any performances described in this Agreement, expressly understands that in entering into such subcontracts, County is not in any manner liable to CHDO's subcontractor(s).

2. In no event shall any provision of this Section, specifically the requirement that CHDO obtain County's prior written approval of a subcontractor's eligibility, be construed as relieving CHDO of the responsibility for ensuring that the performances rendered under all subcontracts are rendered as so as to comply with all of the terms of this Agreement, as if such performances rendered were rendered by CHDO. County's approval of subcontractor's eligibility under this Section does not constitute adoption, ratification or acceptance of CHDO's or subcontractor's performance hereunder. The act of approval of subcontractor's eligibility under this Section does not waive any right of action which may exist or which may subsequently accrue to County under this Agreement. County retains at all times the right to insist upon CHDO's full compliance with the terms of this Agreement.

3. CHDO shall comply with all applicable federal, state, and local laws, regulations, and ordinances when making procurements under this Agreement.

4. CHDO shall comply with all applicable federal, state, and local laws, regulations and ordinances for the Term of this Agreement.

D. DEBARRED CONTRACTORS

In accordance with the provisions of 24 CFR, Part 24, relating to the employment, engagement of services and awarding of contracts, CHDO shall not employ, award contract to, or fund any person that has been debarred, suspended, proposed for debarment, or placed on ineligibility status by HUD. In addition, County shall have the right to suspend or terminate this Agreement if CHDO is debarred, suspended, proposed for debarment, or ineligible from participating in the HOME Program.

E. HOME PROGRAM

1. CHDO acknowledges and agrees that its performance of its obligations under this Agreement must be rendered in accordance with the Act, the regulations promulgated under the Act, the assurances and certifications made to County by CHDO, and the assurances and certifications made to HUD by County with regard to the operation of the HOME Program. Based on these considerations, and in order to ensure the legal and effective performance of this Agreement by the parties, it is agreed that performances under this Agreement are amended by the provisions of the HOME Program, any amendments thereto, and any policy directives that may be issued by HUD that serve to establish, interpret or clarify performance requirements.

2. It is understood that CHDO has certified that it is and will maintain Community Housing Development Organization status for the Term of the Agreement in accordance with 24 CFR 92. CHDO agrees to provide information as may be requested

by County to document its continued compliance, including but not limited to an annual board rooster and certification of continued compliance.

3. All funds CHDO retains as CHDO Proceeds from this Project shall be used in compliance with 24 CFR 92.300(a)(2).

F. INSURANCE

1. Requirements. CHDO shall have in force throughout the term of this Agreement insurance coverage consistent with the requirements in Exhibit B. A certificate to that effect will be provided to County at least ten (10) days prior to start of construction.

2. Notice to the County. CHDO shall require its insurance policies to provide that the HOME Manager of County or such other person designated by County in writing shall be given thirty (30) days advance notice by the insurer prior to cancellation, nonrenewal, or material change of the insurance policies required by this Section III.F. The insurer shall be subject to approval by the County.

3. Compliance. Failure to maintain required insurance will be cause for the County to take control of the Units and will cancel any claim that CHDO may have to the use of the Units. CHDO shall provide County with certificates of insurance reflecting all coverages required in Exhibit B, and shall, upon request of County, promptly provide County with copies of the insurance policies.

4. Right to Re-evaluate and Adjust Limits. The County shall retain the right to reevaluate the insurance requirements and adjust the coverage limits upon thirty (30) days written notice. Insurance coverage limits shall be adjusted no more frequently than once a year.

G. SPONSORSHIP

CHDO agrees to acknowledge the sponsorship of the County at any event promoting the project or any other project sponsor. As such, CHDO shall give credit to County as the project-funding source in all presentations, written documents, publicity and advertisements regarding the development.

H. LITIGATION AND CLAIMS

CHDO shall give County immediate notice of any Action, including any proceeding before an administrative agency filed against CHDO in connection with this Agreement or the HOME program and any claim against CHDO, the cost and expense of which CHDO believes it may be entitled to be reimbursed by County. Except as otherwise directed by County, CHDO shall furnish immediately to County copies of all pertinent papers received by CHDO with respect to such Action or other claim.

SECTION IV

DISBURSEMENTS

A. RELEASE OF FUNDS

1. County shall not release any funds for any costs incurred by CHDO under this Agreement until County has received certification (in the form attached hereto as "Exhibit C") from CHDO that its fiscal control and fund accounting procedures are adequate to assure the proper disbursal of and accounting for funds provided under this Agreement. CHDO understands and agrees that by the execution of this Agreement County shall assume the responsibilities for environmental review, decision making, and other actions in accordance with and to the extent specified in 24 CFR 92.352 and 24 CFR, Part 58. However, if CHDO has staff experience and/or means to perform the environmental review, CHDO may request in writing, from County, approval to perform such review.

2. Payments to CHDO hereunder consist of (a) reimbursement for actual expenses incurred or paid and (b) developer's fees.

B. REQUESTS FOR REIMBURSEMENT AND DEVELOPER'S FEES

County will provide funds under this Agreement in accordance with the requirements of 24 CFR 92.502. CHDO may not request reimbursement of funds under this Agreement until funds are needed for payment of eligible costs and in accordance with 24 CFR 92.206-208 and CHDO Policies Manual Section III. It is expressly understood and agreed by the parties hereto that payments under this Agreement are contingent upon CHDO's full and satisfactory performance of its obligations under this Agreement. County reserves the right to recapture unexpended funds provided under this Agreement in the event County determines that CHDO will be unable to expend funds within the prescribed time as determined by County. County shall not be liable to CHDO for any costs incurred or performance rendered by CHDO before commencement or after termination of this Agreement.

1. Request for Reimbursement Submittals. The requests for reimbursement shall include an invoice and other supporting documentation for expenses incurred along with the County Request for Reimbursement cover sheet. For the purpose of expedience and in order to ensure that requests for reimbursement are processed the week that they are delivered to the County, completed requests must be submitted no later than 12 noon on Tuesday of that week. Any request (or supporting documentation) received after the cut-off may be held for processing until the following week. Funds will be disbursed within thirty (30) days provided all required supporting documentation has been submitted. All such expenses shall be in conformance with 24 C.F.R. 92.206 and applicable HUD disbursement requirements.

2. Inspections. When a request is submitted indicating that a unit is at 50% and/or 100% complete, County will perform an inspection on the unit in order to confirm the

applicable completion threshold needed to process the payment. County will also accept as confirmation a Certificate of Occupancy or inspection report from a certified inspector indicating the completion threshold. Payment will not be made unless the applicable completion threshold is confirmed as provided herein.

3. Developer's Fees. When applicable, the County will allow for the payment of developer's fees in order to ensure completion of specific project milestones. This fee will only be payable if it has been negotiated and agreed in writing between the County and the CHDO prior to acquisition of the property on which the CHDO will construct the unit. With respect to any unit, progress payments of developer's fees will not exceed the cumulative maximum percentages of total developer's fees listed below. The request for payment must include appropriate documentation that justifies the payment for services rendered and will be paid according to the following schedule:

Milestone	Documentation	Max. Cumulative Developer's Fee %
Acquisition Closing	Settlement Statement	25%
50% Construction Complete	50% Passed - Inspection Report	50%
100% Construction Complete	100% Passed – Inspection Report/ Certificate of Occupancy	75%
Home Buyer Loan Closing	Settlement Statement and Final Property Development Budget	100%

If multiple projects or units are involved, and the parties have so agreed in writing, the developer's fee may be pro-rated to each building or project, and the applicable percentage may be applied to each.

4. Prohibition Against Payments of Bonuses or Commissions. The assistance provided under this Agreement shall not be used in the payment of any bonus or commission for the purposes of obtaining HUD approval of the application for such assistance, or HUD approval of applications for additional assistance, or any other approval or concurrence of HUD required under this Agreement, Title I of the Housing and Community Development Acts of 1974 or 1977, or HUD regulations with respect thereto; provided, however, that reasonable fees or bona fide technical, consultant, managerial or other such services, other than actual solicitation, are not hereby prohibited if otherwise eligible as program costs.

5. County reserves the right to inspect records and project sites to determine that reimbursement and developer fee requests are reasonable. County reserves the right to hold payment until adequate documentation has been provided to and reviewed by County.

SECTION V

REPORTING REQUIREMENTS

CHDO shall submit to County such reports on the operation and performance of this Agreement as may be required by County including but not limited to the reports specified in this Section V. In addition, CHDO shall provide County with all reports necessary for compliance with 24 CFR 92.509 and 24 CFR Part 92, Subpart L and those reports listed in the CHDO Policies Manual Section VII. In addition to the limitations on liability otherwise specified in this Agreement, it is expressly understood and agreed by the parties hereto that if CHDO fails to submit to County in a timely and satisfactory manner any report or supporting documentation required by this Agreement, County may, at its sole option and in its sole discretion, withhold any or all payments otherwise due or requested by CHDO hereunder. If County withholds such payments, it shall notify CHDO in writing of its decision. Payments withheld pursuant to this paragraph may be held by County until such time as the delinquent obligations for which funds are withheld are fulfilled by CHDO.

A. PRELIMINARY DOCUMENTATION

Before the CHDO is able to begin construction of a unit, a Preliminary Project Summary must be submitted to the County for project level approval. The Preliminary Project Summary will include the following documents:

1. The Estimated Project Development Budget includes all anticipated costs and funding sources for the development of the project.

2. Along with the Estimated Project Development Budget, the CHDO shall submit all documentation utilized to determine home buyer eligibility as follows:

    a. CHDO Board Approval of Home Buyer
    b. Conflict of Interest Affidavit
    c. Part 5 Income Calculation Sheet
    d. Current Check Stubs (last three consecutive months) OR Verification of Employment
    e. Self Employment Earnings Documentation (if applicable)
    f. Unemployment Letter (if applicable)
    g. Child Support Benefits Letter (if applicable)
    h. Social Security and/or Disability Benefits Award Letter (if applicable)
    i. Copy of Bank Statements – (Checking Account, last six consecutive months or Savings account, most recent month) OR Verification of Assets on Deposit (if applicable)
    j. Recorded Divorce Decree (if applicable)
    k. Identification Card (DL/SSN/BC)
    l. Purchase Order Request Letter
    m. Commitment Letter to Home Buyer
    n. Copy of Loan Application

o. Good Faith Estimate
p. Underwriting Worksheet
q. Builder's Contract/Plans & Specs
r. Homebuyer Class Certificate

While not every item in this Section V.A.2 will be applicable to each home buyer, the CHDO must submit all documents that are applicable to the particular home buyer.

B. PROJECT DEVELOPMENT

County will track the development of each individual project by assessing requests for reimbursements, processing of developer's fees payments and inspections. CHDO shall promptly provide all documentation required by County hereunder.

C. FINAL DOCUMENTATION

Once construction of the unit is complete, CHDO shall provide County with the Final Project Summary, which will include the following:

1. The Final Project Development Budget, including actual costs and funding sources for the completion of the project. This worksheet will identify the total direct and development subsidies, which will allow for the calculation of the project's affordability period.

2. The CHDO Proceeds Calculation form.

3. Home Buyer Information, including information pertaining to household size, income levels, racial characteristics, and the presence of female headed households in order to determine low and moderate-income benefit.

4. Home Buyer Closing Documents. Once the sale of the unit has occurred, CHDO shall submit final closing documents, including the following:

    a. Homebuyer Assistance Contract
    b. Final Appraisal Report
    c. Copy of Recorded 1st and 2nd Lien Deeds of Trust
    d. Copy of 1st and 2nd Lien Real Estate Note
    e. Copy of Settlement Statement
    f. Copy of Truth-in-Lending Disclosure
    g. Final 100% Inspection Report OR Certificate of Occupancy
    h. Copy of Home Owner's Insurance
    i. Copy of Recorded Right of First Refusal Agreement
    j. Any other documents required by County

D. ANNUAL REPORTS

Assisted Unit Tracking Report. CHDO shall submit the Assisted Unit Tracking Report to the County no later than fifteen (15) calendar days past the County fiscal year ending date (June 30th). This report is comprised of the following two sections listing all County funded units that are within their specified affordability period and have generated or are currently generating CHDO proceeds.

1. Affordability and Principle Residency. This section of the report will provide detailed information regarding unit occupancy for the purpose of tracking affordability and principle residency compliance.

2. CHDO Proceeds. This section of the report will include unit proceeds origination, amount and utilization type (rehab., acquisition, construction, etc.).

E. CHDO PROCEEDS

The HOME Final Rule, 24 CFR 92.300(a)(2), allows County the option of permitting CHDOs to retain any "proceeds" resulting from the CHDO's investment of its CHDO set-aside funds or requiring the CHDO to return these proceeds to the participating jurisdiction – which will be categorized as program income. CHDO Proceeds include, but are not limited to, the permanent financing of a CHDO project which is used to pay off a CHDO financed construction loan; the sale of CHDO developed homeownership housing; the principal and interest payments from a loan to a buyer of CHDO developed homeownership housing. All CHDO Proceeds shall be retained by the CHDO; such CHDO Proceeds, however, must be re-invested by CHDO and applied towards housing activities for low and moderate income individuals and families including, but not limited to, acquisition, construction and rehabilitation of home ownership projects in accordance with the Act and applicable regulations. The CHDO shall submit CHDO Proceeds reports as described within Sections V.C.2 & V.D.2.

SECTION VI

COUNTY'S OBLIGATIONS

1. In consideration of full and satisfactory performance of CHDO's obligations pursuant to this Agreement, including without limitation the activities referred to in Section II.A., County shall make payment under the grant for the actual and reasonable costs incurred by CHDO during the Term of the Agreement rendered under this Agreement by CHDO, subject to the limitations set forth in this Section VI.

    a. It is expressly understood and agreed by the parties hereto that County's obligations under this Section VI are contingent upon the actual receipt of adequate federal funds to meet County's liabilities under this Agreement. If such adequate funds are not available to make all payments under this Agreement, County shall notify CHDO in writing within a reasonable time after such fact is determined, and County may

then terminate this Agreement and will not be liable for failure to make payments to CHDO under this Agreement.

b. County shall not be liable to grant CHDO money for any costs incurred by CHDO, or any portion thereof, which have been paid to CHDO or is subject to payment to CHDO, or has been reimbursed to CHDO or is subject to reimbursement to CHDO by any source other than County.

c. County shall not be liable to grant CHDO money for any costs incurred by CHDO which are not allowed costs, as set forth in 24 CFR 92.206, the CHDO Policies Manual or pursuant to this Agreement. Funds provided under this Agreement may not be used for payment of prohibited activities as defined in 24 CFR 92.214.

d. County shall not be liable to grant CHDO money for any costs incurred by CHDO or for any performances rendered by CHDO which are not strictly in accordance with the terms of this Agreement.

e. County shall not be liable to grant CHDO money for any costs incurred or performances rendered by CHDO before commencement of this Agreement or after termination of this Agreement.

f. County shall not be liable to grant CHDO money for any costs incurred by CHDO for any unit that exceeds the per-unit subsidy dollar limitation established under Section 221(d)(3) of the National Housing Act (12 U.S.C. 17151(d)(3)(ii)).

2. Notwithstanding any other provision of this Agreement, the total of all payments and other obligations incurred by County under this Agreement shall not exceed the sum of $300,000.

SECTION VII

PRICE ADJUSTMENTS

A. PROCEDURE FOR REQUESTING PRICE ADJUSTMENTS

In the event CHDO desires a price adjustment during a period of national crisis and unstable economic conditions, which lead to unforeseen price increases elevating costs of goods and services contracted on an annual basis, the following procedure will be used to mediate price volatility:

1. CHDO may request price adjustments for contracts entered into by CHDO and a supplier in connection with the Project, by providing a written request to the County's Purchasing Agent. Such written request must tie any price change clause to an industry-wide or otherwise nationally recognized index, or some other form of verifiable document, and be accompanied by a certified copy of the supplier's advisory or notification to CHDO of the price changes.

2. CHDO must, at its sole cost and expense, include the County's Purchasing Agent on the mailing lists for publications that support the CHDO's request for the price adjustment so that the Purchasing Agent can monitor the price changes.

3. In making a determination on a request for price adjustment, the County's Purchasing Agent may review evidence of prevailing industry-wide market conditions that warrant an adjustment in bid prices contained in the contract. The County's Purchasing Agent retains the right to determine whether or not such proposed price changes are in the best interest of County.

4. No price increase will be authorized in excess of the amount of the increase referred to in the supplier's notice to CHDO and the total increase in contract price shall not exceed twenty-five percent (25%) of the original contract price during the contract term.

5. County may only grant a price increase if the evidence presented is deemed reliable by County, in County's sole discretion. In the event County allows a price increase, the approved price change shall be honored for all orders received by CHDO or the supplier after the effective date of such price change. Approved price changes are not applicable to orders already issued and in process at the time of the price change.

B. TIME FRAME FOR ADJUSTED PRICE INCREASES

Price increases are only valid for the quarter in which they are requested and approved. Prices shall return to the original contract price at the beginning of the following quarter unless CHDO notifies County in writing within ten (10) days of expiration of the quarter in which the price increase is in effect, that it desires to have the price increase continue or that the CHDO is requesting a different price increase for the following quarter. Such request must be supplemented with sufficient justification to demonstrate that the price increase remains necessary. The County's Purchasing Agent shall have sole discretion whether to grant the price increase extension. The County shall have discretion to unilaterally reduce, eliminate or extend a price adjustment to CHDO at any time upon written notice from County to CHDO demonstrating justification for such reduction, elimination or extension of the price adjustment.

C. ALLOWABLE REVIEW PERIODS

Price adjustment reviews may only be requested by CHDO on a quarterly basis. However, County may, at its own discretion, conduct temporary price adjustment reviews at any time. The County's Purchasing Agent and/or the County's Auditor reserve the right to audit and/or examine any pertinent books, documents, papers, records or invoices relating directly to the contract transaction in question after reasonable notice to CHDO and during normal business hours.

D. PRICE REDUCTION

CHDO shall notify County at the time when the CHDO's costs for items and/or supplies reduce due to stabilization in the market at which time prices for items on this Agreement shall be reduced accordingly. Failure by the CHDO to notify the County of a decrease in costs for items and/or supplies for which the CHDO was granted a price adjustment, may result in immediate termination of this Agreement and County shall not be obligated to pay CHDO the difference between the contract price and the price adjustment.

SECTION VIII

RECORDS, MONITORING AND AUDITING

A. RETENTION AND ACCESSIBILITY OF RECORDS

1. CHDO shall maintain records of the receipt, accrual, and disposition of all CHDO Proceeds as required for all funds under this Agreement.

2. CHDO must establish and maintain those records listed under 24 CFR 92.508 and other records as may be determined by County.

3. CHDO shall give the County, the Comptroller of the United States, or any of their duly authorized representatives, access to and the right to examine all books, accounts, records, reports, files, and other papers, things, or property belonging to or in use by CHDO pertaining to this Agreement. Such right to access shall continue as long as the records are retained by CHDO. CHDO agrees to maintain such records in an accessible location.

4. All records pertinent to this Agreement shall be retained by CHDO for five years following affordability period, completion of construction or of submission of the final closeout reports, whichever is later, with the following exceptions:

    a. If any litigation, claim or audit is started before the expiration of the five-year period and extends beyond the five-year period, the records will be maintained until all litigation, claims or audit findings involving the records have been resolved.

    b. Records relating to real property acquisition shall be retained for the period of affordability required under 24 CFR 92.254 or 24 CFR 92.252 as applicable, plus five years.

    c. Records covering displacement and acquisitions must be retained for at least five years after the date by which all persons displaced from the property and all persons whose property is acquired for the project have received the final payment to which they are entitled in accordance with 24 CFR 92.353.

5. CHDO must provide citizens, public agencies, and other interested parties with reasonable access to records consistent with the Texas Public Information Act, TEXAS GOVERNMENT CODE, Chapter 552.

6. CHDO shall include the substance of Section VIII.A.2-5 in all subcontracts.

B. MONITORING

The County reserves the right to carry out field inspections to ensure compliance with the requirements of this Agreement. CHDO shall attend a preconstruction meeting prior to first construction draw. After each monitoring visit, County shall provide CHDO with a written report of the monitor's finding. If the monitoring reports note deficiencies in CHDO's performance under the terms of this Agreement, the monitoring report shall include requirements for the timely correction of such deficiencies by CHDO. Failure by CHDO to take action specified in the monitoring report may be cause for suspension or termination of this Agreement, as provided in Section X.A & X.B of this Agreement.

C. AUDITING

1. Unless otherwise directed by County, CHDO shall arrange for the performance of an annual financial and compliance audit of funds received and performances rendered under this Agreement, subject of the following conditions and limitations:

   a. CHDO shall have an audit and/or financial statement made in accordance with 24 CFR 92.506, 24 CFR Part 85.26 or OMB Circular A-133 and the CHDO Policies Manual for any of its fiscal years included within the term of this Agreement in which CHDO receives more than $500,000 in federal financial assistance provided by a federal agency in the form of grants, agreements, loans, loan guarantees, property, cooperative agreements, interest subsidies, insurance or direct appropriations, but federal financial assistance does not include direct federal cash assistance to individuals. The term includes awards of federal financial assistance received directly from federal agencies, or indirectly through other units of state and local government.

   b. At the option of CHDO, each audit required by this section may cover either CHDO's entire operations or each department, agency, or establishment of CHDO which received, expended or otherwise administered federal funds.

   c. CHDO may utilize funds budgeted under this Agreement to pay for that portion of the cost of such audit services properly allocable to the activities funded by County under this Agreement, provided, however, that County shall not make payment for the cost of such audit services until County has received such audit report from CHDO.

   d. Unless otherwise specifically authorized by County in writing, CHDO shall submit the report of such audit to County within thirty (30) days after completion of the audit,

but no later than one (1) year after the end of each federal fiscal period included within the tem of this Agreement. Audits performed during this Agreement period are subject to review and resolution by County or its authorized representative.

e. As part of its audit, CHDO shall verify expenditures made according to Section II.C.

2. County reserves the right to conduct an annual financial and compliance audit of funds received and performances rendered under this Agreement. CHDO agrees to permit County or its authorized representative to audit CHDO's records and to obtain any documents, materials, or information necessary to facilitate such audit. CHDO shall provide an annual audit to County of funds received in performance of this Agreement.

3. CHDO understands and agrees that it shall be liable to County for any costs disallowed pursuant to financial and compliance audit(s) of funds received under this Agreement, which includes audits by County and by HUD. CHDO further understands and agrees that reimbursement to County of such disallowed costs shall be paid by CHDO from funds which were not provided or otherwise made available to CHDO under this Agreement.

4. CHDO shall take necessary action to facilitate the performance of such audit or audits conducted pursuant to this Section VIII.C as County may require of CHDO.

5. All approved HOME audit reports shall be made available for public inspection within 30 days after completion of the audit.

SECTION IX

COMPLIANCE WITH FEDERAL, STATE AND LOCAL LAW

CHDO agrees, covenants and warrants that CHDO will comply with all applicable federal, state and local laws, ordinances, codes, rules, regulations relating to this Agreement and the Project ("Applicable Laws"), including, but not limited to, the Act, 24 C.F.R. Part 92, and any other Applicable Laws referenced in this Agreement and this Section IX.

A. FAITH-BASED ACTIVITIES

In the event that CHDO can be considered a religious or faith-based organization, CHDO shall comply with the provisions of 24 C.F.R. 92.257.

B. FAIR HOUSING

CHDO shall administer the HOME Funds in a manner that provides housing that is suitable from the standpoint of facilitating and furthering full compliance with the applicable provisions of title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d—2000d-4), the Fair Housing Act (42 U.S.C. 3601 *et seq.*, E.O. 11063 (3 C.F.R., 1959-1963 Comp., p. 652), Age Discrimination Act of 1975, as amended (42 U.S.C. 6101—6107), 24 C.F.R. 5.105(a), and

HUD regulations issued pursuant thereto; and that promotes greater choice of housing opportunities.

C. NON-DISCRIMINATION

In the selection of occupants for Units, CHDO shall comply with all non-discrimination requirements of 24 C.F.R. 92.350.

D. ACCESSIBILITY FOR PERSONS WITH DISABILITIES

CHDO shall comply with the Uniform Federal Accessibility Standards set forth in 24 C.F.R., Part 40, Appendix A. Section 504 of the Rehabilitation Act of 1973 (prohibits discrimination based on physical handicap) (Pub.L. 93-112), as amended, and implementing regulations when published for effect.

E. AFFIRMATIVE MARKETING

1. CHDO shall adopt and submit for County's approval, no later than thirty (30) days following the Effective Date of this Agreement affirmative marketing procedures and requirements for the purpose of providing information and otherwise attracting eligible persons in the housing market area to the Units without regard to race, color, national origin, sex, religion, familial status or disability. Such affirmative marketing procedures and requirements must comply with 24 C.F.R. 92.351 and must include:

   a. methods the CHDO will use for informing the public and potential home buyers about Federal fair housing laws and the County's and CHDO's affirmative marketing policy.

   b. CHDO's advertisement of any vacant Units, any press releases and any written communications to fair housing and other groups, must include the Equal Housing Opportunity logotype or slogan. Advertising media used by CHDO may include newspaper, radio, television, brochures, leaflets, or may involve simply a sign in a window.

   c. Procedures to inform and solicit applications from persons in the housing market area who are not likely to apply for the housing without special outreach, which procedure may include use by CHDO of community organizations, places of worship, employment centers, fair housing groups, housing counseling agencies, social service centers or medical service centers as resources for this outreach.

   d. Records to be kept by CHDO describing the actions taken by CHDO to affirmatively market the Units in accordance with this Section IX.E. and records to assess the results of these actions.

   e. CHDO maintaining a file containing all marketing efforts, including, but not limited to, copies of newspaper ads, memos of phone calls, copies of letters and all records

pursuant to Section IX.E.1.d., all of which will be available for inspection by County. CHDO acknowledges County will inspect the records at least annually.

f. CHDO maintaining a listing of all home buyers residing in each Unit for five (5) years after the Project completion date or for such longer period as is provided herein.

g. A description of how CHDO will annually assess the success of affirmative marketing actions and what corrective actions will be taken where affirmative marketing procedures and requirements are not met.

2. CHDO shall comply with the affirmative marketing procedures and requirements adopted pursuant to 24 C.F.R. 92.351 and Section IX.E.1. County will assess the CHDO's efforts during marketing of the Units by use of (i) compliance certifications to be provided by CHDO to County at least annually, such certifications to be in the form and substance required by County; and (ii) monitoring visits by County to the Project at least annually. In the event CHDO fails to follow the affirmative marketing procedures and requirements, corrective actions by County shall include extensive outreach efforts to appropriate contacts to achieve the occupancy goals or other sanctions as County may deem necessary, in County's sole discretion.

F. EQUAL EMPLOYMENT OPPORTUNITY

1. CHDO shall comply with Executive Order 11246, which provides that there shall be no discrimination in employment under federally assisted construction. In providing the work and services herein specified, CHDO shall not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. CHDO shall take affirmative action to ensure that applicants for employment are employed, and that employees are treated during employment, without regard to their race, color, religion, sex or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. CHDO shall post in conspicuous places, available to employees and applicants for employment, notices to be provided by the federal government or the County setting forth the provisions of this nondiscrimination clause. Such notices shall state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin. CHDO shall incorporate the foregoing requirements in all of its contracts for the Project, and will require all of its subcontractors for such work to incorporate such requirements in all subcontracts for the Project.

2. CHDO will send to each labor union or representative of workers with which CHDO has a collective bargaining agreement or other contract or understanding, a notice to be provided by County, advising the labor union or worker's representative of the CHDO's commitments under Section 202 of Executive Order No. 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

3. CHDO will, in all solicitations or advertisements for employees placed by or on behalf of CHDO, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.

4. CHDO will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

5. CHDO will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to its books, records, and accounts by County and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and order.

6. In the event CHDO is found to be in noncompliance with the nondiscrimination clauses of this Agreement or with any of such rules, regulations or orders, this Agreement may be canceled, terminated or suspended in whole or in part and the CHDO may be declared ineligible for further government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965 or by rule, regulations, or order of the Secretary of Labor or as otherwise provided by law.

7. CHDO will include the provisions of Sections IX.F.1 through IX.F.6 in every contract, subcontract or purchase order relating to the Project, unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each contractor, subcontractor or vendor. CHDO will take such action with respect to any contract, subcontract or purchase order as County may direct as a means of enforcing such provisions, including sanctions for noncompliance; provided, however, that in the event the CHDO becomes involved in, or is threatened with litigation with a subcontractor or vendor as a result of such direction by County, CHDO may request the United States to enter into such litigation to protect the interest of the United States.

G. MINORITY AND WOMEN'S BUSINESS ENTERPRISES

CHDO shall comply with the requirements relating to minority and women's business enterprises set forth in Executive Order No. 11625 of October 13, 1971, 36 Fed. Reg. 1967, as amended by Executive Order No. 12007 of August 22, 1977, 42 Fed. Reg. 42839; and Executive Order No. 12432 of July 14, 1983, 48 Fed. Reg. 32551; and Executive Order No. 12138 of May 18, 1979, 44 Fed. Reg. 23637. CHDO shall collect data indicating the racial/ethnic character of each business entity receiving a contract or subcontract of $25,000 or more paid, or to be paid, with HOME Funds. This data should indicate which of those entities are women's business enterprises as defined in Executive Order 12138, the amount of the contract or subcontract, and documentation of recipient's affirmative steps

to assure that minority business and women's business enterprises have an equal opportunity to obtain or compete for contracts and subcontracts as sources of supplies, equipment, construction and services. Such affirmative steps may include, but are not limited to, technical assistance open to all businesses but designed to enhance opportunities for these enterprises and special out-reach efforts to inform them of contract opportunities. Such steps shall not include preferring any business in the award of any contract or subcontract solely or in part on the basis of race or gender.

H. LABOR, TRAINING AND BUSINESS OPPORTUNITY

CHDO shall comply with Federal regulations governing training, employment and business opportunities as follows:

1. It is agreed that the work to be performed under this Agreement is on a project assisted under a program providing direct Federal financial assistance from the HUD and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u ("Section 3"). Section 3 requires that to the greatest extent feasible, opportunities for training and employment be given to low-income residents of the project area and contracts for work in connection with the project be awarded to business concerns that are located in, or owned in substantial part by persons residing in, the area of the project.

2. CHDO will comply with the provisions of Section 3 and the regulations issued pursuant thereto by the Secretary of HUD and set forth in 24 Code of Federal Regulations and all applicable rules and orders of HUD issued thereunder and any and all applicable amendments thereto made prior to the Effective Date of this Agreement or during the Term of this Agreement. CHDO certifies that CHDO is under no contractual or other disability which would prevent CHDO from complying with these requirements.

3. CHDO will send to each labor organization or representative of workers with which it has a collective bargaining contract or other contract or understanding, if any, a notice advertising to the said labor organization or worker's representative of its commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.

4. CHDO will include the provisions of this Section IX.H in every contact and subcontract for work in connection with the Project and will take appropriate action pursuant to the contract or subcontract upon a finding that the contractor or subcontractor is in violation of regulations issued by the Secretary of HUD, in 24 Code of Federal Regulations. CHDO will not contract or subcontract with any contractor or subcontractor where CHDO has notice or knowledge that such contractor or subcontractor has been found in violation of regulations under 24 Code of Federal Regulations and will not let any contract or subcontract unless the contractor or subcontractor has first provided CHDO with a preliminary statement of ability to comply with these requirements as well as with any and all applicable amendments thereto.

5. Compliance with the provisions of Section 3, the regulations set forth in 24 Code of Federal Regulations, and all applicable rules and orders of HUD issued thereunder prior to the execution of the contract or subcontract shall be a condition of the federal financial assistance provided to the Project, and a continuing condition binding upon CHDO for such assistance, its successors, and assigns. Failure to fulfill these requirements shall subject CHDO, its contractors and subcontractors, its successors, and assigns to those sanctions specified by 24 Code of Federal Regulations and any and all applicable amendments thereto.

I. DAVIS BACON AND RELATED ACTS

CHDO shall ensure that any contract for construction of housing that includes 12 or more dwelling Units will contain a provision requiring the payment of not less than the wages prevailing in the locality, as predetermined by the Secretary of Labor in accordance with the Davis-Bacon Act (40 U.S.C.§276A-5) to all laborers and mechanics employed in the development of any part of the housing and contracts involving their employment shall be subject to the applicable provisions of the Contract Work Hours and Safety Standards Act (40 U.S.C.§§327-333) and applicable regulations. Construction contractors and subcontractors, must comply with regulations issued under these acts and with other federal laws and regulations pertaining to labor standards and HUD Handbook 1344.1 (Federal Labor Standards Compliance in Housing and Community Development Programs), as applicable.

J. CONFLICT OF INTEREST

No officer, employee, or agent of CHDO who exercises any functions or responsibilities with respect to the HOME Program or to the services and work to be performed by CHDO pursuant to this Agreement, during such officer's, employee's, or agent's tenure or for one (1) year thereafter, shall have any personal or financial interest or benefit, direct or indirect, in this Agreement or the proceeds thereof. CHDO shall incorporate or cause to be incorporated in every contract required to be in writing a provision prohibiting such interest pursuant to the purposes of this Section IX.J. Exceptions to the provision are allowed; provided, however, they must meet the requirements of 24 CFR Part 92.356(d).

K. FLOOD DISASTER PROTECTION

1. Notwithstanding any other provision of this Agreement, CHDO shall comply with the Flood Disaster Protection Act of 1973, as amended (P.L. 93-234), and the standards issued thereto. No portion of the HOME Funds granted to CHDO pursuant to this Agreement shall be used for acquisition or construction purposes as defined under Section 3(a) of said act, for use in an area identified by the Secretary of HUD as having special flood hazards which is located in an area not in compliance with the requirements for participation in the National Flood Insurance Program pursuant to Section 201(d) of said act; and the use of any of HOME Funds for such acquisition or construction in such identified areas in communities then participating in the National

Flood Insurance Program shall be subject to the mandatory purchase of flood insurance requirements of Section 102(a) of said act.

2. Any contract or Agreement for the sale, lease, or other transfer of land acquired, cleared or improved with assistance provided under this Agreement shall contain, if such land is located in an area identified by the Secretary of HUD as having special flood hazards and in which the sale of flood insurance has been made available under the National Flood Insurance Act of 1968, as amended, 42 U.S.C. 4001, et seq., provisions obligating the transferee and its successors or assigns to obtain and maintain, during the ownership of such land, such flood insurance as required with respect to financial assistance for acquisition or construction purposes under Section 102(a) of the Flood Disaster Protection Act of 1973, as amended. Such provisions shall be required notwithstanding the fact that the construction on such land is not itself funded with assistance provided under this Agreement.

M. ENVIRONMENTAL REQUIREMENTS

1. CHDO shall comply with all applicable environmental laws and regulations in fulfilling its obligations hereunder.

2. Notwithstanding any provisions of this Agreement, the parties hereto agree and acknowledge that this Agreement does not constitute a commitment of funds or site approval, and that such commitment of funds or approval may occur only upon satisfactory completion of environmental review and receipt by the County of a release of funds from HUD under 24CFR Part 58. The parties further agree that the provision of any funds to the project is conditioned on the County's determination to proceed with, modify or cancel the project based on the results of a subsequent environmental review.

3. CHDO will not undertake or commit any funds to physical or choice-limiting actions, including property acquisition, demolition, movement, rehabilitation, conversion, repair or construction prior to the environmental clearance, and understands that the violation of this provision may result in the denial of any funds under the Agreement.

N. SITE AND NEIGHBORHOOD STANDARDS

In accordance with 24 CFR 92.251, housing that is newly constructed with HOME funds must meet all applicable local codes, ordinances, and zoning ordinances at the time of project completion. Newly constructed housing must meet the current edition of the, Model Energy Code published by the Council of American Building Officials. CHDO must assure that unit design specifications and necessary inspections of each unit are conducted to meet compliance requirements. File documentation must demonstrate compliance.

O. LEAD-BASED PAINT HAZARDS

Assistance provided under this Agreement is subject to the HUD Lead-Based Paint regulations at 24 CFR Part 35, hereby incorporated and made a part of this Agreement by reference. Any funding commitments made by County or CHDO shall be made subject to the provisions for the elimination of lead-based paint hazards under subpart B of said regulations.

P. RELOCATION, DISPLACEMENT AND ACQUISITIONS

CHDO must ensure that it has taken all reasonable steps to minimize the displacement of persons (families, business and nonprofit organizations) as a result of a project assisted with funds provided under this Agreement. CHDO must comply with the applicable provisions of 24 CFR 92.353.

Q. COST PRINCIPLES

CHDO must comply with applicable regulations under OMB Circular No. A-122 and the following requirements of 24 C.F.R. Part 84: §§ 84.2, 84.5, 84.13 through 84.16, 84.26 through 84.28, 84.30, 84.31, 84.34 through 84.37, 84.40 through 84.48, 84.51, 84.60 through 84.62, 84.72, and 84.73 pursuant to 24 C.F.R. 92.505(b).

R. POLITICAL ACTIVITY

1. CHDO shall comply with the applicable provisions of the Political Reform Act of 1974, as amended, relating to conflicts of interest (codified at Texas Government Code Section 87000, *et seq.*). CHDO will promptly advise County of the facts and circumstances concerning any disclosure made to it or any information obtained by it relating to conflicts of interest.

2. No portion of the HOME Funds provided to CHDO under this Agreement shall be used for any partisan political activity or to further the election or defeat of any candidate for public office; nor shall they be used to provide services, or for the employment or assignment of personnel in a manner supporting or resulting in the identification of programs conducted pursuant to this Agreement with the following: (1) any partisan or nonpartisan political activity or any other political activity associated with a candidate, or contending faction or group, in an election for public or party office; (2) any activity to provide voters or prospective voters with transportation to the polls or similar assistance in connection with any such election; or (3) any voter registration activity.

3. Participants employed in the administration of County's programs funded by HOME or other Federal funding, and participants whose principal employment is in connection with an activity financed by HOME or other Federal funding or resultant proceeds are subject to limitation on political activities under the Hatch Act (U.S.C. 1502(a), 18 U.S.C. 595). All participants may take part in nonpartisan activities outside working hours.

4. No portion of the HOME Funds provided to CHDO under this Agreement shall be used for publicity or propaganda purposes designed to support or defeat legislation pending before the United States Congress.

S. MISCELLANEOUS

1. CHDO shall comply with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15).

2. CHDO shall comply with the provisions of the Copeland Anti-Kick-Back Act (18 U.S.C. 874) as supplemented by applicable regulations (29 CFR Part 3), as amended. CHDO shall include the requirement the to comply with such provisions in every nonexempt subcontract and shall enforce the requirements as may be required by federal, state or local government.

SECTION X

SUSPENSION AND TERMINATION OF THIS AGREEMENT

A. SUSPENSION AND TERMINATION DUE TO DEFAULT

In the event CHDO fails to materially comply with any terms, covenants or provisions of this Agreement (a "Default"), County may, pursuant to 24 CFR 85.43 and this Section X.A, suspend this Agreement and withhold the award of HOME Funds to CHDO, by providing CHDO with written notice of such suspension (the "Suspension Notice"), until CHDO remedies such Default within the time and in the manner set forth in the Suspension Notice.

B. TERMINATION DUE TO DEFAULT

If a Default occurs or if CHDO fails to remedy a Default within the time and in the manner set forth in the Suspension Notice, County may, pursuant to 24 CFR 85.43 and this Section X.B, terminate this Agreement, by providing CHDO with written notice of such termination (the "Termination Notice"). The Termination Notice shall set forth the effective date of the termination of this Agreement, such date to be at least thirty (30) days following the date of Termination Notice.

C. TERMINATION FOR CONVENIENCE

Pursuant to 24 C.F.R. 85.44, this Agreement may be terminated by mutual agreement of County and CHDO, in which event the parties will mutually agree on the effective date of the termination of this Agreement.

D. REVERSION OF ASSETS

Upon termination of this Agreement pursuant to Sections X.B or X.C hereof, or, with respect to Section X.D.3, at the expiration of the Term of this Agreement:

1. all HOME Funds awarded by County pursuant to this Agreement shall be immediately revoked and any approvals by County related to the Project shall immediately be deemed revoked and canceled;

2. CHDO shall be entitled to receive compensation for services provided, and costs incurred, prior to the effective termination date of this Agreement (the "Termination Date"), but not on or after the Termination Date; and

3. all HOME Funds remaining in CHDO's possession as of Termination Date and all accounts receivable payable to CHDO attributable to the use of HOME Funds awarded to CHDO pursuant to his Agreement and attributed to periods following the Termination Date shall be delivered by CHDO to County within seven (7) business days following the Termination Date.

E. ADDITIONAL REMEDIES

In the event the County determines CHDO is in Default, County may take one or more of the following actions:

1. Temporarily withhold cash payments pending correction of the deficiency by CHDO (or any contractor or subcontractor) or take more severe enforcement action against CHDO;

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

3. Wholly or partly suspend or terminate the current Agreement for CHDO;

4. Withhold further HOME Funds from the CHDO, or

5. Take other remedies that may be legally available.

SECTION XI

RELEASE AND INDEMNIFICATION

A. RELEASE

CHDO hereby releases County and County's elected officials, officers, employees, agents, servants and representatives and their respective heirs, successors and assigns from all

claims and liabilities arising out of, resulting from, or relating to the Project, this Agreement or any other Transaction Document.

B. INDEMNIFICATION

CHDO shall indemnify, defend and save and hold County and County's elected officials, officers, employees, agents, servants and representatives and their respective heirs, successors and assigns (collectively, the "County Indemnitees"), harmless against, and shall reimburse the County Indemnitees for, any damages, liabilities, losses, awards, judgments, assessments, fines, sanctions, penalties, charges, costs, and reasonable attorneys' fees (collectively, "Losses") incurred in connection with any claim, dispute, governmental investigation, inquiry, citation, suit, action, arbitration, legal, administrative or other proceeding of any nature, criminal or civil, at law or in equity (collectively, "Action"), arising out of, resulting from, or relating to, (i) any breach of any representation or warranty of CHDO contained in this Agreement or any other Transaction Document; (ii) any breach or default in the performance of any covenant or agreement of CHDO contained in this Agreement or any other Transaction Document; and (iii) any Action related to the Project, including, but not limited to, the construction, design, development and occupancy of the Project. Notwithstanding anything herein to the contrary, CHDO shall not be obligated to indemnify the County Indemnitees for any losses incurring in connection with any Action arising out of, resulting from, or relating to the gross negligence or intentional misconduct of County Indemnitees.

C. PROCEDURE

Promptly after CHDO receives notice of any Action that is subject to indemnification under this Section XI, CHDO shall give the County written notice of such Action and the details thereof, including copies of all relevant information and documents and, if then known, the amount or method of computation of the amount of Losses relating to the Action. The County Indemnitees will be entitled, at the sole expense and liability of CHDO, to exercise full control of the defense, compromise or settlement of any such Action.

SECTION XII

MISCELLANEOUS PROVISIONS

A. NOTICE

Any notice from one party to the other must be in writing and shall be sufficiently given or made if hand delivered against a written receipt, forwarded by a reputable overnight courier or mailed by United States mail, postage prepaid, by certified mail, return receipt requested, and addressed:

If to CHDO: Proyecto Azteca
Attention: Ann Williams Cass, Executive Director
PO Box 27
San Juan TX 78589

If to County: County of Hidalgo
Urban County Program
Attention: Diana R. Serna, Director
427 E. Duranta Ave, Suite 107
Alamo TX 78516

Any notice forwarded by an overnight courier shall be deemed to have been given on the next business day following the day on which it was forwarded. Any notice mailed shall be deemed to have been given on the third business day following the day on which it was mailed. Either of the parties hereto may at any time give notice in writing to the other of any change of address and thereafter all notices shall be mailed to the new address.

B. TIME OF THE ESSENCE

Time is of the essence with respect to all provisions of this Agreement in which a definite time for performance is specified; provided, however, that the foregoing shall not be construed to limit or deprive a party of the benefits of any grace or use period provided for in this Agreement, if any.

C. INTEGRATION

This Agreement and the agreements and documents referred to herein (including the exhibits hereto) contain the entire agreement and understating of the parties hereto with respect to the subject matter hereof and supersede all prior agreements and understandings, whether written or oral, relating to the subject matter hereof. There are no other agreements between or among the parties other than those set forth in this Agreement and the agreements and documents referred to herein. This Agreement includes the following exhibits:

Exhibit A Certification Regarding Lobbying for Agreements, Grants, Loans and Cooperative Agreements.
Exhibit B Insurance Requirements
Exhibit C Affidavit of Standards for Financial Management
Exhibit D CHDO Proposal

D. FURTHER ASSURANCES

CHDO shall execute and deliver all documents and instruments and shall do any and all acts and things reasonably requested by County (a) in connection with the performance of the obligations undertaken by CHDO under this Agreement; (b) to perfect and evidence the transactions contemplated by this Agreement; and/or (c) otherwise to effectuate in good faith the intent of the parties and the purposes of this Agreement.

E. MODIFICATIONS AND AMENDMENTS

1. Except as provided in Section XII.E.2, this Agreement may not be amended modified or amended, in whole or in part, unless such amendment or modification is executed in writing by both parties.

2. Except as otherwise required by applicable law, any modifications or amendments to this Agreement which are required by amendments in applicable federal laws, rules, regulations (including, but not limited to, the Act and the regulations promulgated under the Act), and/or policy directives issued by HUD in connection with the HOME Program (collectively, the "Applicable Law Amendments"), are automatically incorporated into this Agreement without written amendment hereto and shall become effective on the date designated by the Applicable Law Amendments. County or CHDO may require that written modification or amendments be made to this Agreement to reflect the Applicable Law Amendments. Notwithstanding anything herein to the contrary, the Applicable Law Amendments shall not modify or amend this Agreement so as to the release County of its obligations set forth in Section VI hereof that accrue prior to the effective date of the Applicable Law Amendments.

F. ASSIGNMENT

This Agreement and the rights, duties and obligations hereunder may not be transferred or assigned by CHDO, whether by merger, consolidation, reorganization, dissolution, operation of law or otherwise without the prior written consent of County. Any attempted transfer or assignment without the County's consent shall be void. Subject to the foregoing, this Agreement and the provisions hereof shall be binding on the parties and their respective permitted successors and permitted assigns.

G. THIRD PARTY BENEFICIARIES

This Agreement is for the sole benefit of the parties hereto, and their respective successors and permitted assigns. Except with respect to Section XI above with respect to the County

Indemnitees, nothing herein shall give, or be construed to give, any legal or equitable rights hereunder to any other person or entity other than the parties hereto and their respective successors and permitted assigns.

H. RELATIONSHIP OF THE PARTIES

The relationship of the parties is that of independent contractor. The parties are not, by virtue of this Agreement or otherwise, in an employer-employee, principal-agent, joint venture or partnership relationship with each other, and each party agrees not to represent to any other persons, or to assert in any other form or forum to the contrary. Neither party is authorized to act as an agent for, or legal representative of, the other party and neither party shall have authority to assume or create any obligation on behalf of, in the name of, or binding upon the other party.

I. REMEDIES AND WAIVER

It is expressly understood and agreed by the parties hereto that any right or remedy provided for in this Agreement shall not preclude the exercise of any other right or remedy under this Agreement or under any provision of law, nor shall any action taken in the exercise of any right or remedy be deemed a waiver of any other rights or remedies. Failure to exercise any right or remedy hereunder shall not constitute a waiver of the right to exercise that or any other right or remedy at any time. No waiver of any term or provision of this Agreement shall be binding unless executed in writing by the party entitled to the benefit thereof.

J. CONSTRUCTION

1. If one or more provisions of this Agreement are held to be unenforceable under applicable law, such provisions shall be excluded from this Agreement and the balance of this Agreement shall be interpreted as if such provisions were so excluded and shall be enforceable in accordance with its terms.

2. No provision of this Agreement will be interpreted in favor of, or against, any of the parties hereto by reason of the extent to which any such party or its counsel participated in the drafting thereof or by reason of the extent to which any such provision in inconsistent with any prior draft hereof or thereof.

3. Titles and headings of sections in this Agreement are for convenience of reference only and shall not affect the construction of any provision of this Agreement.

4. The recitals set forth in this Agreement are acknowledged by the parties to be true and correct and are incorporated herein by reference for all purposes.

K. GOVERNING LAW

This Agreement shall be governed by, interpreted under, and construed and enforced in accordance with the laws of the State of Texas, without regard to conflicts of law principles.

L. JUDICIAL ACTION

The parties agree that any suit, action or proceeding brought by a party against the other in connection with or arising from this Agreement ("Judicial Action") shall be brought only in any United States Federal or Texas state court located in Hidalgo County, Texas and the parties hereby consent to the exclusive jurisdiction of such courts (and the appropriate appellate courts) in any such Judicial Action and waives any objection to venue laid therein. If either party is a prevailing party in a Judicial Action, such party is entitled to recover from the non-prevailing party all costs of such proceeding and reasonable attorney's fees.

[SIGNATURE PAGE FOLLOWS]

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

COUNTY:

COUNTY OF HIDALGO

_____

By: Diana R. Serna
Its: Director

CHDO:

Affordable Homes of South Texas, Inc

_____

By: Ann Williams Cass
Its: Executive Director

Approved as to form by Steve Crain, Hidalgo County Attorney: September 2013

STATE OF TEXAS §
§
COUNTY OF HIDALGO§

This instrument was acknowledged before me on _____, 2015, by Diana R Serna, as Director of the Urban County Program of County of Hidalgo, a political subdivision of the State of Texas, on behalf of said political subdivision.

_____
NOTARY PUBLIC, State of Texas
NAME: _____
My Commission Expires: _____

STATE OF TEXAS §
§
COUNTY OF HIDALGO§

This instrument was acknowledged before me on _____, 2015, by Ann Williams Cass, as Executive Director of Proyecto Azteca, a Texas nonprofit organization, on behalf of said nonprofit organization

_____
NOTARY PUBLIC, State of Texas
NAME: _____
My Commission Expires: _____

EXHIBIT A

Certification Regarding Lobbying for
Agreements, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of its knowledge and belief, that:

1. No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or any employee of a member of Congress in connection with the awarding of any federal Agreement, the making of any federal grant, the making of any federal loan, the entering into of any cooperative Agreement, or modification of any federal Agreement, grant, loan, or cooperative Agreement.

2. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this federal Agreement, grant loan, or cooperative Agreement, the undersigned shall complete and submit standard form –LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subAgreements, subgrants, and Agreement under grants, loans and cooperative Agreements) and that CHDOs certify and disclose accordingly.

This certification is material representation of fact which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. § 132. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

Signed: _____

Director

_____

Date

EXHIBIT B

INSURANCE REQUIREMENTS

1. CHDO Insurance. CHDO, at its sole cost and expense, for the full term of this Agreement (and any extensions thereof), shall obtain and maintain at minimum compliance with all of the following insurance coverage(s) and requirements. Such insurance coverage shall be primary coverage as respects County and any insurance or self-insurance maintained by County shall be excess of CHDO's insurance coverage and shall not contribute to it.

2. Subcontractor(s) Insurance. If CHDO utilizes one or more subcontractors in the performance of this Agreement, CHDO shall obtain and maintain independent insurance as to each subcontractor or otherwise provide evidence of insurance coverage for each subcontractor equivalent to that required of CHDO in this Agreement.

3. Types of Insurance and Minimum Limits. The following types of insurance and minimum limits are required for at least the following minimum coverage and limits of liability.

   a. Worker's Compensation written in accordance with the laws of the State of Texas and providing coverage for any and all employees of CHDO in the minimum statutorily required coverage amounts.

   b. Automobile Liability Insurance for each of CHDO's vehicles used in the performance of this Agreement, including owned, non-owned (e.g. owned by CHDOs employees or contractors), leased or hired vehicles, in the minimum amount of $300,000 combined single limit per occurrence for bodily injury and property damage. This insurance coverage shall not be required if vehicle used by CHDO is not a material part of performance of this Agreement and CHDO and County both certify to this fact.

   c. Comprehensive or Commercial General Liability Insurance coverage in the minimum amount of $300,000 combined single limit, including coverage for:

      (1) Bodily injury.
      (2) Personal injury.
      (3) Broad form property damage.
      (4) Contractual liability.
      (5) Cross-liability.

4. Other Insurance Provisions.

   a. If any insurance coverage required in this Agreement is provided on a "Claims Made" rather than "Occurrence" form, CHDO agrees to maintain the required coverage for duration of this Agreement (hereinafter "post Agreement coverage") and any extensions thereof. CHDO may maintain the required post Agreement

coverage by renewal or purchase of prior acts or tail coverage. This provision is contingent upon post Agreement coverage being both available and reasonably affordable in relation to the coverage provided during the term of this Agreement. For purposes of interpreting this requirement, a cost not exceeding 100% of the last annual policy premium during the term of this Agreement in order to purchase prior acts or tail coverage for post Agreement coverage shall be deemed to be reasonable.

5. Endorsements.

a. All required Automobile and Comprehensive or Commercial General Liability Insurance shall be endorsed to contain the following clause, with the exception that Endorsement (ii), providing for 30-day notices, is the only endorsement required to be made a part of the Worker's Compensation and Employers' Liability policy coverage.

(1) "The County of Hidalgo, its employees, officers, agents and volunteers are hereby added as additional insurers, but only as respects work done by, for, or on behalf of the named insured under Agreement with the County of Hidalgo."

(2) "Thirty (30) days prior written notice shall be given to the County of Hidalgo in the event of cancellation, reduction in coverage, or non-renewal of this policy for whatever reason."

6. Proof of Coverage.

a. CHDO agrees to provide its insurance broker(s) with a full copy of these insurance provisions and provide County on or before the effective date of this Agreement with Certificate of Insurance for all required coverages. Copies of all the required Endorsements required above shall be attached to the Certificate(s) of Insurance or other evidence of insurance acceptable to the County of Hidalgo, which shall be provided by CHDO's insurance company as evidence of the stipulated coverages. This Proof of Coverage shall then be mailed to the County of Hidalgo at the following address:

County of Hidalgo
Urban County Program
427 E. Duranta Ave, Suite 107
Alamo, TX 78516

Exhibit C

Hidalgo County Urban County Program

Community Housing Development Organization (CHDO) Certification

Affidavit of Standards for Financial Management Systems

Date: _____

Affiant: Ann Williams Cass

Recipient: Hidalgo County – Urban County Program

Affiant on oath swears that the following statements are true and are within the personal knowledge of Affiant:

1. Affiant is the Director, President AND/OR Chief Financial Officer of the Recipient and is authorized to make this affidavit on behalf of Recipient.
2. Recipients' financial management systems conform to the financial accountability standards set forth in 24 CFR 84.21, by providing for and incorporating the following:

    a. Accurate, current and complete disclosure of the financial results of each federally-sponsored project;
    b. Records, which identify the source and application of funds for federally-sponsored activities. These records contain information pertaining to Federal awards, authorizations, obligations, unobligated balances, assets, outlays, income and interest;
    c. Control over and accountability for all funds, property and other assets; adequate safeguards of all such assets shall be adopted to assure that all assets are used solely for authorized purposes;
    d. Comparison of outlays with budget amounts for each award;
    e. Written procedures to minimized the time elapsing between the receipt of funds and the issuance of redemption of checks for program purposes by the recipient;
    f. Written procedures for determining the reasonableness, allocability, and allowability of costs in accordance with the provisions of Federal cost principles [Circular A-122] and the terms and conditions of the award;
    g. Accounting records, including cost-accounting records, that are supported by source documentation.

Affiant signature: _____

Title: Executive Director

Subscribed and sworn before me on the __day of _____, 2015,

by Ann Williams Cass, on behalf of Proyecto Azteca

_____ My commission expires:_____

Notary Signature

Seal:

Exhibit D

CHDO Proposal

AI-51959 **Urban County** **15. D.**

CC - REGULAR

Meeting Date: 10/27/2015

Submitted For: Diana Serna, URBAN COUNTY **Submitted By:** Sandra Regalado, URBAN COUNTY

Department: URBAN COUNTY

Information

CAPTION

The Urban County Program is requesting consideration and action to award Phase II of the Environmental Site Assessment to L & G Engineering to continue with a Limited Phase II Environmental Assessment of the Peñitas Drain Project located in Precinct 3. Phase I of the Environmental Assessment was approved by Commissioners' Court on August 18, 2015. The UCP will be utilizing the Texas General Land Office (GLO) funds Contract No. 12-406-000-6453/DRS210068.

BACKGROUND

L&G Engineering has submitted a best and final offer to complete the Environmental Site Assessment
of the Peñitas Drain located in Pct. 3. Scope of work includes but is not limited to pipelines: four (4) soil borings within the project limits, Gas Well Pad: L&G identified two (2) former gas well pads within the project limits through a field investigation; therefore, it is proposed that one (1) soil boring be taken at each pad. See attached letter of best and final offer, engineering cost proposal and fee breakdown, scope of services, certificate of liability insurance and copy of contract.

Phase II Environmental Site Assessment: L&G Engineering

Contract Amount: $15,271.00
Account Number: 6540-62-0309-5200-6200
Funds Available: $15,271.00

Fiscal Impact

Attachments

Attachment 1
BFO Phase II

Insurance
Letter
Commitment Letter

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	10/23/2015 01:12 PM
Purchasing Department	Monica Badillo	10/23/2015 07:16 PM

Form Started By: Sandra Regalado Started On: 10/23/2015 10:55 AM
Final Approval Date: 10/23/2015

THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT is made, by and between **HIDALGO COUNTY**, acting herein by and through the **Commissioner's Court**, 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** desires to contract with the **Engineer** to provide professional engineering services required for the preparation of the ***"Limited Phase II Environmental Assessment - Site Assessment (ESA) Peñitas Drain"*** project for ***Hidalgo County Urban County Program*** hereinafter referred to as the **"Project".**

NOW, THEREFORE, the **Owner** and the **Engineer** in consideration of the mutual covenants and agreements herein contained do mutually agree as follows:

ARTICLE 1. Employment of Engineer. The **Owner** agrees to employ the **Engineer** and the **Engineer** agrees to perform professional engineering services in connection with the **Project** as stated in the articles to follow and for having rendered such services, the owner agrees to pay **the Engineer** compensation as stated in the articles to follow.

ARTICLE 2. Character and Extent of Services. This Agreement will provide for the development of the **Project** with the following:

2.1 Scope of Work. The **Owner** will furnish items and provide those services for the development of the **Project** and fulfillment of this Agreement, as identified in **EXHIBIT "A"** *Services to be Provided by the Owner*, attached hereto and made a part of this Agreement as

identified in **EXHIBIT "B"**- Services to Provided by the Engineer, attached hereto and made a part of this agreement.

2.2 Classification of Services For this Agreement, the professional services to be provided by the **Engineer**, as more particularly identified in **EXHIBIT "B"**, attached hereto.

2.3 Schedule of Work. The **Engineer** shall prepare a schedule of work (hereinafter referred to as "Work Schedule") in accordance with the terms identified in **EXHIBIT "C"** - ***Work Schedule***, attached hereto and made a part of this Agreement.

ARTICLE 3. Period of Service. Upon execution of this Agreement, the **Engineer** shall proceed with the work outlined under Article 2 hereof.

3.1 Termination Date. This Agreement is for a period of **one (1) year,** commencing, October 27 , ***2015,*** expiring, October 27 , ***2016*** (hereinafter referred to as the "**Termination Date**"), unless extended by written supplemental agreement, as provided in Article 8 hereof, duly executed by the **Engineer** and the **Owner** prior to the **Termination Date**, or otherwise terminated as provided in Article 3.4 herein and below. The **Owner** assumes no liability or obligation for payment to the **Engineer** for work performed or costs incurred by the **Engineer** prior to the date authorized by the **Owner** for the **Engineer** to begin work, during periods when work is suspended, or subsequent to the **Termination Date.**

3.2 Extension of the Termination Date. The **Engineer** shall notify the **Owner** in writing as soon as possible if it is determined, or reasonably anticipated, that the work under this Agreement cannot be completed before the **Termination Date,** and the **Owner** may , at the **Owner's** sole discretion, extend the **Termination Date** by written supplemental agreement as provided in Article 8 hereof. The **Engineer** shall allow adequate time for review and approval by the **Owner** of the written notice and request by the **Engineer** to extend the **Termination Date.**

3.3 Suspension of Work. Should the **Owner** desire to suspend the work under this Agreement, but not terminate this Agreement, the **Owner** shall provide thirty (30) calendar days

verbal notification to the **Engineer**, followed by written confirmation from the **Owner** to the **Engineer** to that effect. The thirty-day notice may be waived as agreed in writing by both the **Owner** and the **Engineer**. The work under this Agreement may be reinstated and resumed in full force and effect within sixty (60) days of receipt of written notice from the **Owner** to the **Engineer**. The sixty-day notice may be waived as agreed in writing by both the **Owner** and the **Engineer.**

If the **Owner** suspends the work, the **Termination Date** as identified above is not affected, and this Agreement will terminate on the date specified, unless extended by written supplemental agreement, as provided in Article 8 hereof, duly executed by the **Engineer** and the **Owner** prior to the **Termination Date.**

3.4 Termination of Agreement. This Agreement may be terminated before the stated **Termination Date** identified in Article 3.1 herein by any of the following conditions:

(1) **Commitment of Current Revenues**. In the event that, during any term hereof, the **Owner** does not appropriate sufficient funds to meet to the obligations of this Agreement, the **Owner** may terminate this Agreement upon thirty (30) days written notice to the **Engineer.** The **Owner** agrees, however, to use reasonable efforts to secure funds necessary for the continued performance of this Agreement. The parties intend this provision to be a continuing right to terminate this Agreement at the expiration of each budget period of the **Owner** pursuant to the provisions of Tex. Loc. Govt. Code Ann. §271.903 (Vernon Supp. 1995).

(2) By mutual agreement and consent, in writing, of both the **Engineer** and the **Owner**.

(3) By the **Owner,** upon failure of the **Engineer** to fulfill the **Engineer's** obligations set forth herein in a satisfactory manner as determined by the **Owner** and in sole opinion of the **Owner**, after the **Owner** provides written notice to the **Engineer** of such failure and the **Engineer** has not corrected such failure within (30) days of such written notice by the **Owner.**

(4) By the **Engineer**, upon failure of the **Owner** to fulfill the **Owner's** obligations set forth herein, after the **Engineer** provides written notice to the **Owner** of such failure and the **Owner** has not corrected such failure within thirty (30) days of such written notice by the **Engineer.**

(5) By the **Owner** without cause upon thirty (30) days written notice to the **Engineer.**

(6) By satisfactory completion of all services and obligations described herein.

Should the **Owner** terminate this Agreement as herein provided, no fees other than fees due and payable at the time of termination shall thereafter be paid to the **Engineer** notwithstanding anything herein to the contrary. In determining the value of the work performed by the **Engineer** prior to termination, the **Owner** shall be the sole judge of the value of such work performed. Compensation for work at termination will be based on a percentage of the work completed at that time. Should the **Owner** terminate this Agreement under (5) of the paragraph above, the amount charged during the thirty (30) day notice period shall not exceed the amount charged during the preceding ninety (90) days.

If the termination of this Agreement is due to the failure of the **Engineer** to fulfill the **Engineer's** obligations under this Agreement, the **Owner** may take over the Project and prosecute the work to completion. In such case, the **Engineer** shall be liable to the Owner for any additional cost occasioned by the Owner.

If the **Engineer** defaults in the performance of this Agreement or if the **Owner** terminates this Agreement for fault on the part of the **Engineer**, the **Owner** will give consideration to payment of an amount in settlement to include: the actual costs incurred by the **Engineer** in performing the work to the date of default, the amount of work required which was satisfactorily completed to date of default, the value of the work which is usable to the **Owner**, the cost to the **Owner** of employing another consultant and/or firm to complete the work required and the time required to do so, and other factors which affect the value to the **Owner** of the work performed at the time of default. This Agreement shall not be considered as specifying the exclusive remedy for any default by the **Engineer,** but all remedies existing at law and in equity may be availed of by either party and shall be cumulative.

The termination of the Agreement and payment of an amount is settlement as prescribed above shall extinguish all rights, duties, and obligations of the **Owner** and the **Engineer** under this Agreement, except the obligations set forth in Articles 11.2, 12, 13, 15, 16, 17, 18.3, 19, 22 and 26 hereto.

ARTICLE 4. Progress and Coordination. The **Engineer** shall, from time to time during the progress of the work, confer with the **Owner**. The **Engineer** shall prepare and present such information as may be pertinent and necessary, or as may be requested by the **Owner**, in order to evaluate features of the **Engineer's** services and work.

At the request of the **Owner** or the **Engineer**, conferences shall be provided at the **Engineer's** office, the office of the **Owner,** or at other locations designated by the **Owner.** These conferences shall also include evaluation of the **Engineer's** services and work when requested by the **Owner.**

All applicable study reports shall be submitted in preliminary form for approval by the **Owner** before the final report is issued. The **Owner's** comments regarding the **Engineer's** preliminary report will be addressed by the **Engineer** in the final report.

If funds by other agencies or entities are to be used for the development of the project under this Agreement, the **Engineer's** services and work will be subject to periodic review and approval by other agencies or entities, including those of the city, county, state and/or federal agencies.

Should it be determined that the progress in the production of the **Engineer's** services and work does not satisfy the requirements of the approved **Work Schedule** as provided by **Exhibit "C",** attached hereto, the **Owner** shall review the approved **Work Schedule** with the **Engineer** to determine the corrective action needed by either the **Owner** or the **Engineer.**

The **Engineer** shall promptly advise the **Owner** in writing of events which have a significant impact upon the progress of the **Engineer's** services and work and the approved **Work Schedule**, including:

(1) problems, delays, adverse conditions which will materially affect the ability to attain contract objectives, prevent the meeting of time schedules and goals, or preclude the timely completion and submittal of **Project** deliverables by the **Engineer** within established time periods; this disclosure will be accompanied by a statement by the **Engineer** of recommended or immediate action taken, or contemplated, and any **Owner** or other agency or entity assistance needed to resolve the situation: and

(2) favorable developments or events which enable meeting the **Work Schedule** goals sooner than anticipated.

ARTICLE 5. Compensation and Fees. For and in consideration of the services to be rendered by the Engineer, the Owner shall compensate the Engineer as follows:

5.1 ***Basic Services***. For and in consideration of the ***Services*** to be rendered by the **Engineer**, as identified in Article 2 and more particularly identified in **EXHIBIT "B"**, attached hereto, the maximum amount payable by the **Owner** to the **Engineer** for ***Services***, subject to adjustment in accordance with Article 6.1 herein, will be provided in each work authorization issued. An outline and breakdown of the **Services Fee** is more particularly identified in **EXHIBIT "D1"-*Fee Schedule***, attached hereto and made a part of this Agreement. Payments to the **Engineer** for ***Services*** shall be made by the **Owner**, upon presentation by the **Engineer** of the monthly **Request for Payment**, in accordance with the terms and provisions of Article 6 herein.

5.2 ***Special Services***. Those services that may be required to provided by the **Engineer** as ***Special Services*** are set forth below and more particularly described in **EXHIBIT "B"**, attached hereto. For and in consideration of these ***Special Services*** rendered as required by the **Engineer,** the **Owner** shall pay the **Engineer** a negotiated lump sum fee (hereafter referred to as "**Special Services Fee**") at the hourly labor rates and non-labor rates (hereinafter referred to as

"**Contract Rates**") specified in **EXHIBIT "D" - *Contract Rates***, attached hereto and made a part of this Agreement, and as follows:

1. **RESIDENT OR SITE ENGINEER, INSPECTOR** Actual performance of services of project site engineer, resident engineer and/or inspector, if required by **Owner**.

2. **DOCUMENT COPIES** Actual performance and/or providing of additional copies (over 10) of report; additional copies (over 10) of plans (contract drawings), specifications and estimates (PS&E); additional copies (over 10) of bidding documents: additional copies (over 10) of as-built drawings.

3. **EXTRA TRAVEL** Extra travel required of **Engineer** and authorized by **Owner** to points outside of Hidalgo County.

4. **EXPERT WITNESS** Assistance to the **Owner** as expert witness in any litigation with third parties, arising from the development or construction of the **Project**.

5. **MISCELLANEOUS**. Investigations involving detailed consideration of operation, maintenance and overhead expenses and (unless otherwise agreed) the preparation of rate schedules, earning and expense statements; preparation of feasibility studies; environmental document preparation; appraisals, valuations, and material audits; or inventories required for certification of force account construction performed by the **Owner**; preparation of change orders for extra work done by the **Contractor.**

ARTICLE 6. Method of Payment.

6.1 Request for Payment. Payments to the **Engineer** for services rendered will be made while work is in progress as executed through a lump sum fee assigned to each work authorization (hereinafter referred to as **"Work Authorization"**) in accordance with **Article 7** herein. For each **Work Authorization,** the **Engineer** shall prepare and submit to the **Owner** monthly progress reports in sufficient detail to support the progress of the work and in support of a request for payment (hereinafter referred to as "**Request for Payment**"). The progress report shall indicate the percent completion of the work accomplished by the **Engineer** during the billing period and to the date of the **Request for Payment**. On or before noon of the first Monday of each month during the performance of the services, the **Engineer** shall submit to the **Owner** for approval a **Request for Payment**. Payment of the lump sum fee for each **Work Authorization** identified in the **Request for Payment** will be in proportion to the percent completion of the work tasks identified in such **Work Authorizations** together with a detailed breakdown of the amount

and the sum of all prior payments. The **Owner** shall review each such **Request for Payment** and may make such exceptions as the **Owner** reasonably deems necessary or appropriate under the circumstances then existing. About ten (10) working days after the Commissioners Court of the **Owner** meets approving such payment, the **Owner** shall make payment to the **Engineer** in the amount approved as aforesaid subject to Article 6.4 herein and below.

If the **Project**, or any portion(s) thereof, are deleted or otherwise not constructed, compensation to the **Engineer** by the **Owner** for the **Project** or such portions of the project shall be only the amounts paid the **Engineer** for actual work performed in accordance with the **Work Authorization**(s) approved by the **Owner.**

6.2 Final Payment. After final completion of the work and acceptance thereof by the **Owner,** the **Engineer** shall submit a final request for payment (**"Final Request for Payment"**) which shall set forth all amounts due and remaining unpaid to the **Engineer** and upon approval thereof by the **Owner,** the **Owner** shall pay to the **Engineer** the amount due (**"Final Payment"**) under such **Final Request for Payment** in accordance with the provisions of Article 6.1 hereof. The **Final Payment** shall not be made until the **Engineer** delivers to the **Owner** an affidavit that so far as the **Engineer** has knowledge or information any and all amounts due for materials and services over which the **Engineer** has control have been paid.

6.3 Qualification on Obligations to Pay. Any provision hereof to the contrary notwithstanding, the **Owner** shall not be obligated to make any payment (whether a payment under Article 6.1 hereof or **Final Payment**) to the **Engineer** hereunder if any one or more of the following conditions precedent exist:

(1) The **Engineer** is in default of any of its obligations hereunder or otherwise is in default under this Agreement or under any contract documents related to this Agreement;

(2) Any part of such payment is attributable to the **Engineer's** services which are not performed in accordance with this Agreement; provided, however, such payment shall be made as to the part thereof attributable to the **Engineer's** services which were performed in accordance with this Agreement.

(3) The **Engineer** has failed to make payments promptly to consultants or other third parties used in connection with the **Project** for which the **Owner** has made payment to the **Engineer;**

(4) If the **Owner,** in good faith judgement, determines that the portion of the compensation then remaining unpaid will not be sufficient to complete the **Engineer's** services in accordance with this Agreement, no additional payments will be due the **Engineer** hereunder unless and until the **Engineer,** at its sole cost, performs a sufficient portion of the **Engineer's** services so that such portion of the compensation then remaining unpaid is determined by the **Owner** to be sufficient to so complete the **Engineer's** services.

6.4 No partial payment made hereunder shall be or construed to be final acceptance or approval of that part of the **Engineer's** services to which such partial payment related or relieves the **Engineer** of any of its obligations hereunder with respect thereto.

6.5 The **Engineer** shall promptly pay all bills for labor and material performed and furnished by others in connection with the performance of the **Engineer's** services.

6.6 Waiver. The making of the **Final Payment** shall constitute a waiver of all claims by the **Owner** except those arising from (1) faulty or defective services of the **Engineer** appearing after completion of the **Project.** (2) failure of the **Engineer's** services to comply with the requirements of this Agreement or any contracts or Agreements related to the **Project**, or (3) terms of any special warranties required by this Agreement or provided at law or in equity. The acceptance of **Final Payment** shall constitute a waiver of all claims by the **Engineer** except those previously made in writing and identified by the **Engineer** as unsettled at the time of the **Final Request for Payment**.

ARTICLE 7. Work Authorization. After execution of this Agreement, the **Engineer** shall proceed with the work outlined under Article 2 hereof, only as authorized by the **Owner** through an agreed **Work Authorization** document in the form identified in **EXHIBIT "E"- *Work Authorization Form***, attached hereto and made a part of this Agreement. The **Engineer** will identify, as approved by the **Owner,** the needed services for the **Project,** as required through the

course of the development to the **Project.** The **Owner** shall authorize the **Engineer** to perform one or more of the agreed tasks identified in **EXHIBIT "B",** attached hereto, in the form of individual work authorizations. Upon authorization from the **Owner,** the **Engineer** will prepare a **Work Authorization** document, which will include a description of the work to be performed, including a description of the tasks and milestones, a work schedule, and an estimated cost proposal agreed upon by the **Owner** and the **Engineer**. The estimated cost proposal shall set forth in detail the computation of the cost of each work task, at the hourly rates established and identified in **EXHIBIT "D",** attached hereto. The **Work Authorizations** shall not waive the **Owner's** and the **Engineer's** responsibilities and obligations established in this Agreement.

The estimated cost proposal for each **Work Authorization**, developed by the **Engineer** and approved by the **Owner** shall be used by the **Owner** to appropriate a purchase order for the **Work Authorization.** Each executed **Work Authorization** shall become a part of this **Agreement**. Upon satisfactory completion of the **Work Authorization**, the **Engineer** shall submit the **Project's** deliverables as specified in the executed **Work Authorization** to the **Owner** for review and acceptance.

Work included in a **Work Authorization** shall not begin until the **Owner** and the **Engineer** have signed the **Work Authorization**. All work must be completed on or before the completion date specified in the **Work Authorization**, unless extended by written agreement by the **Engineer** and the **Owner.** The **Engineer** shall promptly notify the **Owner** of any event that will affect completion of the **Work Authorization.** All **Work Authorizations** must be executed and completed by both the **Engineer** and the **Owner** within the period established for this Agreement as specified in Article 3 hereof.

The final acceptance by the **Owner** of each **Work Authorization** for the **Project** shall serve as evidence of completion, on the part of the **Engineer,** of all services under this

Agreement insofar as they pertain to that portion of work on the **Project** identified in the applicable work authorization.

ARTICLE 8. Supplemental Agreements. The terms of this Agreement may be amended by supplemental agreement if the Owner determines that (1) there is a need to extend the **Termination Date** identified in Article 3.1 hereof, (2) there has been a significant change in the scope, complexity or character of the services to be performed by the **Engineer,** and/or (3) for any other reason agreeable to the **Owner** and the Engineer. All supplemental agreements will be developed in the form identified in **EXHIBIT "F" - *Supplemental Agreement Form***, attached hereto and made a part of this Agreement, and incorporated herein by reference as "**Supplemental Agreement".**

If determined appropriate by the **Owner,** additional compensation to the **Engineer** for (1), (2) and/or (3) above shall be paid as a negotiated lump sum fee at the **Contract Rates** specified in **EXHIBIT "D"**, attached hereto. The negotiated lump sum fee shall be incorporated into the **Supplemental Agreement.**

Any **Supplemental Agreement** must be executed by both the **Engineer** and the **Owner** prior to the **Termination Date** specified in Article 3 hereof.

It is distinctly understood and agreed that no claim by the **Engineer** for additional work, as identified in Article 9 hereof, or changes or revisions in work, as identified in Article 10 hereof, shall be made by the **Engineer** until full execution of the **Supplemental Agreement** and authorization to proceed is granted by the **Owner**. The **Owner** reserves the right to withhold payment to the **Engineer** pending verification of satisfactory work performed by the **Engineer.**

ARTICLE 9. Additional Work. If the **Engineer** is of the opinion that any work it has been directed to perform is beyond the scope of this Agreement and constitutes extra work, the **Engineer** shall promptly notify the **Owner** in writing, In the event the **Owner** finds that such work does constitute extra work, the **Owner** shall so advise the **Engineer** and a written supplemental

agreement will be executed between the **Owner** and the **Engineer** as provided herein. The **Engineer** shall not perform any proposed additional work or incur any additional cost prior to the execution by both the **Engineer** and the **Owner** of a supplemental agreement. Additional compensation from the **Owner** to the **Engineer** shall be paid as a negotiated lump sum fee at the Contract Rates specified in **EXHIBIT "D"** attached hereto. The negotiated lump sum fee shall be incorporated into the supplemental agreement as specified in Article 8 hereof. The **Owner** shall not be liable or under any obligation to compensate the **Engineer** for work performed or costs incurred by the **Engineer** relating to additional work not directly associated with the performance of the work authorized in this Agreement or as amended through supplemental agreement.

ARTICLE 10. Changes or Revisions in Work. If the **Owner** finds it necessary to request changes to the work, and the changes are within the applications of sound engineering principles, the **Engineer** shall make such revisions if requested and directed by the **Owner.**

10.1 Preliminary Work. The **Engineer** will make, without expense to the **Owner,** such revisions of any preliminary reports or drawings as may be required to meet the needs of the **Owner** and the applications of sound engineering principles.

10.2 Previously Approved or Satisfactorily Completed Work. If the **Owner** funds it necessary to request the **Engineer** to make changes to work previously approved by the **Owner** or work satisfactorily completed for which the **Owner** approves or, after a definite plan has been approved by the **Owner**, if a decision is subsequently made by the **Owner**, which for proper execution involves extra services and expenses for changes in or additions to the drawings specifications or other documents, this will be considered as additional work, and compensation from the **Owner** to the Engineer will be in accordance with Article 9 hereof.

10.3 Project Delays. If the **Engineer** is required to perform additional work due to delays by the imposition of causes not within the **Engineer's** control, such as by the re-advertisement of bids or by the delinquency or insolvency of contractors, such work associated

with these delays shall be considered additional work, and the **Engineer** shall be compensated by the **Owner** for such extra services and expense in accordance with Article 9 hereof.

10.4 Reduction of Project Cost. Notwithstanding any provision herein to the contrary, in the event it is necessary for the **Owner** to require changes in the final plan of the **Project** to enable it to the reduce the construction cost of the **Project** to an amount within the sum estimated by the **Engineer,** the **Engineer** will be required to make such revisions or changes. These changes will only be considered additional work by the **Engineer,** if the **Engineer** previously provided these same changes as options to the **Owner** at the stage of preliminary work or prior to the approval of the final plan for the Project, and the option or options were not selected or approved by the **Owner** to be incorporated into the final plan of the Project. Payment for this additional work will then be made to the **Engineer** in accordance with Article 9 hereof. If **the Engineer** failed to provide these changes as an option or options to the **Owner** at the stage of preliminary work or prior to the approval of the final plan of the **Project**, these changes will not be considered additional work and no additional compensation will be made to the **Engineer.**

ARTICLE 11. Ownership and **Release of Documents**.

11.1 Ownership of Documents. Original drawings and specifications are the property of the **Engineer** however the **Project** is the property of the **Owner**, and the **Engineer** may not use the drawings and specifications thereof for any purpose not relating to the **Project** with the **Owner's** consent. The **Owner** shall be furnished with such reproductions of drawings and specifications as the **Owner** may reasonably require. Upon completion of the work or any earlier termination of this Agreement under Article 3.4 hereof, the **Engineer** will revise drawings to reflect changes made during construction and will promptly furnish the **Owner** with one complete set of reproducible record prints. Prints shall be furnished by the **Engineer,** as an additional service, at any other time requested by **Owner.** All such reproductions shall be the property of the **Owner** who may use them without the **Engineer's** permission for any proper purpose relating to the

Project, including but not limited to additions to or completion of the **Project.** Any additions or revisions by the **Owner** to a drawing signed, sealed, and dated by a registered professional engineer, shall be made in accordance with the Texas Engineering practice Act and the Rules of the State Board of Registration for Professional Engineers.

All documents furnished to the **Engineer** by the **Owner** shall be delivered to the **Owner** upon completion or termination of this Agreement. The **Engineer,** at the **Engineer's** own expense, may retain copies of such documents or any other data under this Agreement.

11.2 Release of Documents or Information. Release of information to the public or others regarding the **Project** will be accordance with the Texas Public Information Act.

ARTICLE 12 Discounts, Rebates, Refunds. In connection with procurement services rendered by the **Engineer,** if procurement services are required of the **Engineer** hereunder, all discounts, rebates and refunds shall accrue to the **Owner**. For some purchases, the **Engineer** may deem that payment within the discount period is not safe; and/or inspection, guarantees, or other considerations may dictate delay. In such cases, the **Engineer** shall promptly notify the **Owner** so that a course of action may be mutually agreed upon by the **Owner** and the **Engineer.**

ARTICLE 13. Records, Accounting, Inspection. The **Engineer** shall keep full and detailed records and accounts in a manner approved by the **Owner.** The **Engineer** shall afford the **Owner's** authorized personnel and independent auditors, if any, full access to the work performed by the **Engineer** regarding the **Project** and to all of the **Engineer's** books, records, correspondence, instructions, drawings, receipts, vouchers and other documents relating to such work under this Agreement and the **Engineer** shall preserve all such records for three (3) years after final payment. The **Engineer** shall deliver to the **Owner** upon completion of such work, a statement of the cost of such work detailed according to the accounting procedure and requirements of the **Owner.**

ARTICLE 14. Subcontracting and Assignment. The **Engineer** shall not assign, subcontract or transfer the **Engineer's** interest in this Agreement without the prior written consent of the **Owner.** The **Engineer** shall bind every subconsultant by written subcontract to observe all the terms of this Agreement to the extent that they may be applicable to each subconsultant. No subcontract relieves the **Engineer** of any responsibilities under this Agreement.

The **Engineer,** and the **Owner,** do hereby bind themselves, their successors, executors, administrators and assigns to each other party of this Agreement and to the successors, executors, administrators, and assigns of such other party in respect to all covenants of this contract.

ARTICLE 15. Patents. The **Engineer** shall indemnify and save the **Owner** harmless from all liability for alleged or actual infringement of any patent resulting from the use of apparatus or equipment furnished or designed by the **Engineer** or from the use of any process designed by the **Engineer** or effected by said apparatus or equipment, and the **Engineer** shall indemnify and save the **Owner** harmless from and against all costs, legal fees, expenses and liabilities incurred in or about any claim of or action for such infringement: provided, however, that the **Owner** shall promptly transmit to the **Engineer** all papers served on the **Owner** in any suit involving such claim of infringement, and provided further, that the **Owner** permits the **Engineer** to have entire charge and control of the defense of any such suit. If because of actual infringement the use of such apparatus, equipment, or process is enjoined, the **Engineer** shall refund the purchase price thereof in proportion to the length of service uncompleted, the life of such apparatus or equipment being assumed as five years. The **Engineer** hereby grants to the **Owner** a non-exclusive, royalty-free license under patents now or hereafter owned by the **Engineer** covering any machines, apparatus, processes, articles, or products included in the **Engineer's** work hereunder.

ARTICLE 16. Confidential Information, Inventions and Other Restrictions.

16.1 Confidential Information. The **Engineer** shall not use in any way, commercial or otherwise, except to the extent required by the proper performance of this Agreement; and shall hold in confidence and not disclose to any person, for any reason or at any time, any information relating to the secret processes, products, compositions, machinery, apparatus or trade secrets of the **Owner**, or any other confidential information given to the **Engineer** by any of the **Owner's** commissioners, elected officials, employees, or representatives or acquired by the **Engineer** during the term of or as a result of this Agreement. Any information not generally available to the public shall be considered secret and confidential for the foregoing purposes; provided, however, that any technical information which was lawfully in the **Engineer's** possession prior to such disclosure to the **Engineer** by the **Owner** or which is or shall lawfully be published or become part of general knowledge from sources other than the **Engineer** or which otherwise shall lawfully become available to the **Engineer** from a source other than the **Owner**, shall not be subject to these provisions. All the foregoing stipulations shall apply to such information and work hereunder as well as to any information and ideas originated or developed by the **Engineer** in performing such work. Such information may, of course, be disclosed to the proper officials or employees of the **Owner** if necessary to perform the work hereunder. The **Engineer** shall, however, inform each of its employees who receive such information of these restrictions and the **Engineer** shall take all reasonable precautions and exert all reasonable efforts to assure conformance with such restrictions by all of its officers, employees, and agents, obtaining from them if necessary, agreements satisfactory to the **Owner,** effectuating the purposes of this Article.

16.2 Inventions. The **Engineer** shall communicate to the **Owner** at once, and require the **Engineer's** employees assigned to this **Project** to communicate to the **Owner** all inventions and improvements which any of the **Engineer's** employees, either alone or in conjunction with any of the **Owner's** employees may conceive, make or discover during the course of or as a result of work on this **Project** under this or any ensuing agreement with the **Owner** that relates to the

processes, products, compositions, machinery or plants of the **Owner**, or relating in any way to any of the operations in which the **Owner** may be obligated to pay to the **Engineer** as compensation for services rendered by the **Engineer** under contract with the **Owner**. The **Engineer** shall require its employees to execute patent applications and assignments thereof to the **Owner** or its nominees, and powers of attorney relating thereto for any country the **Owner** may designate, and shall take all other actions as the **Owner** may request to maintain and protect such inventions and improvements. The **Owner** shall pay all costs or charges incurred in protecting such inventions and improvements if the **Owner** desires to protect them. Before assigning any of the **Engineer's** employees to work under any contract with the **Owner** concerning this **Project,** the **Engineer** shall obtain from them agreements satisfactory to **Owner** complying in all respects with the terms and provisions of this Article.

16.3 The rights and obligations set forth in Article 16 shall survive the performance of this Agreement, or any termination, discharge or cancellation thereof

ARTICLE 17. Engineer's Seal, Responsibility and Warranties.

17.1 Engineer's Seal. The **Engineer** shall assign a responsible engineer or engineers licensed to practice in the State of Texas, who shall sign, seal and date all appropriate engineering submissions to the **Owner** in accordance with the Texas Engineering Practice Act and the Rules of the Stare Board of Registration for Professional Engineers.

17.2 Engineer's Responsibility. The **Engineer** shall be responsible for the accuracy of the work for the **Project** and shall promptly make necessary revisions or corrections resulting from errors, omissions, or negligent acts by the **Engineer**. No additional compensation will be made to the **Engineer** for any necessary revisions or corrections resulting from errors, omissions, or negligent acts by the **Engineer.**

The **Engineer's** responsibility for all questions arising from design errors and/or omissions will be determined by the **Owner** or a designee appointed by the **Owner**. The **Engineer** will not be

relieved of the responsibility for subsequent correction of any such errors or omissions or for clarification of any ambiguities until after the construction phase of the **Project** has been completed.

17.3 Warranties.

(a) The **Engineer** warrants that engineering design work performed by the **Engineer** hereunder shall be in accordance with sound engineering design practices and in conformance with applicable code and standards established for such work.

(b) Notwithstanding anything to the contrary contained in this Agreement, the **Owner** and the **Engineer** agree and acknowledge that the **Owner** is entering into this Agreement in reliance on the **Engineer's** experience and abilities with respect to performing the **Engineer's** services hereunder. The **Engineer** accepts the relationship of trust and confidence established between it and the **Owner** by this Agreement. The **Engineer** covenants with the **Owner** to use the **Engineer's** best efforts, skill, judgement and abilities to design the **Project** and to further the interests of the **Owner** in accordance with the **Owner's** requirements and procedures, in accordance with all professional standards, and in compliance with all applicable national, federal, state, county and municipal laws, regulations, codes, ordinances, orders and with those of any other body having jurisdiction. If the development of plans, specifications and estimates (hereinafter referred to as **"PS&E"**) are identified in this Agreement under Article 2 hereof or **EXHIBIT "B"**, attached hereto, as part of the services to be provided by the **Engineer** for the **Project**, prior to the commencement of construction, the **Engineer** shall certify in writing to the **Owner** that the **PS&E** for the **Project**, and the improvements when built in accordance therewith, conform to all applicable governmental regulations, statutes and ordinances then in effect. The **Engineer** represents covenants and agrees that there are no obligations, commitments or impediments of any kind that will limit or prevent performance of the **Engineer's** services.

(c) The **Engineer** represents, covenants and agrees that all of **Engineer's** services to be furnished by the **Engineer** under or pursuant to this Agreement form the inception of the Agreement until the **Project** has been fully completed, shall be of the standard and quality which prevail among engineers of similar experience, knowledge, skill and ability engaged in engineering practice throughout Texas under the same or similar circumstances involving the design and construction of **Project.**

(d) The **Engineer** represents, covenants and agrees that the **Engineer's** special talent, training and experience cause the **Engineer** to be the prime professional on the **Project;** that because of such talent and training, the **Engineer** envisions the construction of the **Project** in its entirely and possesses the special skills which enable the **Engineer** to recognize dangerous conditions that a reasonable, prudent engineer having such special skills could anticipate may arise from the proper use of the **Project** after acceptance by **Owner;** and that the **Engineer** recognizes that any commissioners, elected officials, employees and agents of the **Owner,** plus residents and owners of property within the area affected by the **Project** are within a class of foreseeable persons who will be relying on the project being designed in a professional and safe manner.

(e) If the development of **PS&E** is identified in this Agreement under Article 2 hereof or **EXHIBIT "B"**, attached hereto, as part of the services to be provided by the **Engineer** for the **Project,** the **Engineer** represents, covenants and agrees that the **PS&E** of the **Project** will be accurate and free from any material errors. The **Engineer** additionally represents, covenants and agrees to the following: that the design of the **Project** will conform to its foreseeable use as a **Project** with all the amenities as set forth in any **PS&E** developed by the **Engineer** for the **Project;** that the result of such **PS&E**, if built in accordance therewith, will be suitable for purposes for which the **Project** is designed; and the **Project** will be inspected in a workmanlike, professional manner and will be suitable for the **Project's** intended purpose. The **Engineer's** responsibilities as set

forth herein shall at no time be in any way diminished by reason of any approval by the **Owner** of any **PS&E** developed by the **Engineer** for the **Project**, nor shall the **Engineer** be released from any liability by reason of such approval by the **Owner**, it being understood that the **Owner** at all times is ultimately relying upon the **Engineer**'s skill and knowledge in preparing such **PS&E.**

(f) In connection with the **Engineer**'s performance of procurement services hereunder, if any, the **Engineer** use its best efforts to obtain from all vendors of equipment and materials, fullest possible warranties against defective materials and workmanship for the benefit of the **Owner.**

ARTICLE 18. Engineer's Resources. The **Engineer** shall furnish and maintain, at the **Engineer's** own expense, office space for the performance of all services, skilled and sufficient personnel, as well as adequate and sufficient equipment to perform the services as required under this Agreement.

18.1 Project Manager. The **Engineer** shall provide a manager **(Project Manager)** for the **Project** that is a registered professional engineer in the State of Texas. The **Project** manager shall have such knowledge and experience as will enable that **Project Manager** during the course of the **Project** without prior consent of the **Owner.** If, due to situations beyond the control of the **Engineer,** the **Engineer** must change the **Project Manager** prior to the completion and acceptance of the **Project,** the **Engineer** will submit a request to change the **Project Manager** to the **Owner** for approval.

18.2 Employees of the Engineer. All employees of the **Engineer** shall have such knowledge and experience as will enable them to perform the duties assigned to them and required for the services under this Agreement. Any employee of the **Engineer** who, in the opinion of the **Owner**, is incompetent, or whose conduct becomes detrimental to the work required under this Agreement, shall immediately be removed form association with the **Project** when so instructed by the **Owner.** The **Engineer** certifies that the **Engineer** presently has employed

sufficient and qualified personnel, and will maintain sufficient and qualified personnel for performance of the services under this Agreement.

18.3 Documents/Information Exchange The purpose of this Article is to define the required automated resources, format for graphics files, and information exchange pertaining to the **Project.** Taking into consideration that the **Owner** has a significant investment is the development of the **Project,** there is a need for the **Engineer** to provide consistency in document development for information exchange. Consistency in document development for information exchange and production will help facilitate an economically efficient **Project**. Therefore, the **Engineer** shall provide the **Owner** with documents and information in accordance with the special requirement outlined in **EXHIBIT "B"** attached hereto.

ARTICLE 19. Indemnification. To the fullest extent permitted by applicable law, the **Engineer** and its agents, partners, subcontractors, and consultants (collectively **"Indemnitors"**) shall and do agree to indemnify, and hold harmless the **Owner**, the **Owner's** respective directors, elected officials, employees and agents (collectively **"Indemnitees"**) from and against all claims, damages, losses, liens, causes of action, suits, judgments and expenses, including attorney fees, of any nature, kind or description (collectively "Liabilities") of any person or entity whomsoever arising out of, caused by or resulting from the negligent performance of the **Engineer's** services through activities of the **Engineer**, its agents, partners, subcontractors and/or consultants performed under this Agreement, and which are caused by or result from error, omission, or negligent act of the **Engineer** or of any person employed or contracted by the **Engineer** provided that any such **Liabilities** (1) are attributable to bodily injury, personal injury, sickness, disease or death of any person, or to the injury to or destruction of tangible personal property including the loss of use and consequential damages resulting there from and (2) are caused in whole or in part by any negligent act or omission of the **Engineer,** anyone directly or indirectly employed by the **Engineer** or anyone for whose acts the **Engineer** may be legally liable. The **Engineer** shall also

save harmless the **Owner** from any and all expense, including but not limited to, attorney fees which may be incurred by the **Owner** in litigation or otherwise resisting said claim or liabilities which may be imposed on the **Owner** as a result of such activities by the **Engineer,** its agents partners, subcontractors and/or consultants. In this connection, it is agreed and understood that the **Engineer** shall not be responsible for any portion of the liability proximately caused by the **Owner's** negligence.

ARTICLE 20. Joint and Several Liability. In the event more than one of the **Indemnitors** are connected with an accident or occurrence covered by the indemnification in Article 19 hereof, then each of such **Indemnitors** shall be jointly and severally responsible to the **Indemnitees** for indemnification and the ultimate responsibility among such **Indemnitors** for the loss and expense of any such indemnification shall be settled by separate proceedings and without jeopardy to any **Indemnitee**. The provisions of this Article shall not be construed to eliminate or reduce any other indemnification or right which the **Owner** or any of the **Indemnitees** has by law.

ARTICLE 21. Insurance. The **Engineer** shall obtain and maintain insurance in the limits of liability for each of the types of insurance coverage identified as follows.

(1) **Workers' Compensation**, endorsed with a waiver of subrogation in favor of the **Owner** in accordance with the statutory obligations imposed by Worker's Compensation or Occupational Disease laws under the Texas Workers' Compensation Law (**"Statutory Texas")**

(2) **Commercial General Liability**, endorsed with the **Owner** as an additional insured and endorsed with a waiver of subrogation in favor of the **Owner *all to the extent of the liabilities assumed by the Engineer under Article 19 and Article 20*** herein, in limits of liability not less than one million dollars (**$1,000,000**) combined single limit each occurrence and in the aggregate for bodily injury and property damage.

(3) **Texas Business Automobile Policy**, endorsed with the **Owner** as an additional insured and endorsed with a waiver of subrogation in favor of the **Owner** *all to the extent of the liabilities assumed by the Engineer under Article 19 and Article 20 herein*, in limits of liability not less than two hundred fifty thousand dollars (**$250,000**) each person for bodily injury, five hundred

thousand dollars (**$500,000**) each occurrence for bodily injury, and one hundred thousand dollars (**$100,000**) each occurrence for property damage.

(4) **Professional Liability** in limits of **$1,000,000** each claim and aggregate.

The **Engineer** covenants and agrees to maintain an insurance policy in the minimum limits of liability for each of the types of insurance coverage identified above. The **Engineer** shall furnish the **Owner** with a certificate of insurance (***Hidalgo County* Certificate of Insurance**) showing the said policy to be in full force and effect during the period of service, identified in Article 3 hereto, for this Agreement. The completed Hidalgo County Certificate of Insurance shall be attached hereto and identified as **EXHIBIT "G"**- *Hidalgo County Certificate of Insurance*. The **Engineer** will be considered in breach of contract should the **Engineer** fail to maintain an insurance policy in the minimum limits of liability and requirements identified above while performing services for and under this Agreement, and will be subject to default and termination of the Agreement as outlined in Article 3.4 hereto. Additionally, the **Engineer** covenants and agrees to use its best efforts to maintain an insurance policy in the minimum limits of liability and requirements identified above until one year following the date of the acceptance of the **Project** by **Owner.**

ARTICLE 22. Compliance with Laws. The **Engineer** shall comply with all applicable Federal, State and local laws, statutes, codes, ordinances, rules and regulations and the orders and decrees of any court, or administrative bodies or tribunals in any manner affecting the performance of this Agreement including, without limitation, worker's compensation laws, minimum and maximum salary and wage statutes and regulations and licensing laws and regulations. When required the **Engineer** shall furnish the **Owner** with satisfactory proof of its compliance therewith.

ARTICLE 23. Non-Collusion. The **Engineer** warrants that the **Engineer** has not employed or retained any company or persons, other than a bona fide employee working solely for the **Engineer**, to solicit or secure this Agreement, and that the **Engineer** has not paid or agreed to pay any company, engineer or any other person or entity any fee, commission, percentage, brokerage fee, gifts or any other consideration contingent upon or resulting from the award or

execution of this Agreement. For breach or violation of this warranty the **Owner** shall have the right to annul this Agreement without liability or, in the **Owner's** discretion, to deduct from the *Services Fee*, or otherwise recover, the full amount of each fee, commission, percentage, brokerage fee, gift or contingent fee.

ARTICLE 24. Gratuities. The **Owner** mandates that employees of the **Owner** shall not accept any benefits, gifts or favors from any person doing business or who reasonably speaking may do business with the **Owner** under this Agreement; the only exceptions allowed are ordinary business meals. Any person doing business with or who may reasonably seeking to do business with the **Owner** under this Agreement may not make any offer of benefits, gifts or favors to **Owner** employees, except as mentioned herein above. Failure on the part of the **Engineer** to adhere to this provision may result in the termination of this Agreement.

ARTICLE 25. Payment of Franchise Tax. The **Engineer** hereby certifies that the **Engineer** is not delinquent in Texas franchise tax payments, or that the **Engineer** is exempt from, or not subject to, such as tax. A false statement concerning corporation's franchise tax status shall constitute grounds for termination of the Agreement at the sole option of the **Owner.**

ARTICLE 26. Disputes. The **Engineer** shall be responsible for the settlement of all contractual and administrative issues arising out of any procurement made by the **Engineer** in support of the services under this Agreement.

ARTICLE 27. Severability. In the event any one or more of the provisions contained in this Agreement shall for any reason, be held to be invalid, illegal, or unenforceable in any respect such invalidity, illegality or unenforceability shall not affect any other provision thereof and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein .

ARTICLE 28. Notices. All notices to either party by the other required under this Agreement shall be personally delivered or mailed to such party at the following respective addresses:

OWNER
Hidalgo County Urban County
Attn: Diana R. Serna, UCP Director
427 East Duranta Avenue, Suite 107
Alamo, Texas 78516

ENGINEER
L & G Consulting Engineers, Inc. d/b/a
L&G Engineering
2100 West Expwy 83
Mercedes, Texas 78570

The Address may be changed by either party by written notice and notice sol mailed shall be effective upon mailing.

ARTICLE 29. Miscellaneous Provisions.

(a) This Agreement constitutes the entire Agreement between the **Engineer** and the **Owner** relating to the work herein described and supersedes any prior understanding or written or oral contracts between the parties respecting the subject matter defined herein. These are no previous or contemporary representations or warranties of the **Owner** or the **Engineer** not set forth herein.

(b) Except as specifically provided herein no modification, waiver, termination, rescission, discharge or cancellation of this Agreement or of any terms thereof shall be binding on the **Owner** unless in writing and executed by an officer or employee of the **Owner** specifically authorized to do so.

(c) No waiver of any provision of or a default under this Agreement shall affect the right of the **Owner** thereafter to enforce said provision or to exercise any right or remedy in the event of any other default whether or not similar.

(d) No modification, waiver, termination, discharge or cancellation of this Agreement or of any terms thereof shall impair the **Owner's** right with respect to any liabilities whether or not liquidated of the **Engineer** to the **Owner** theretofore accrued.

(e) All rights and remedies of the **Owner** specified in this Agreement are in addition to the Owner's other rights and remedies.

(f) The **Engineer** shall remain an independent contractor and shall have no power nor shall the **Engineer** represent that the **Engineer** has any power to bind the **Owner** or to assume or to create any obligation express or implied on behalf of the **Owner** except as specifically authorized in advance by the **Owner.**

(g) The Agreement shall be construed under the laws of the State of Texas and is performable in Hidalgo County, Texas.

(h) This Agreement may only be amended by a written document executed by the Owner and the **Engineer** as provided by Article 8 herein.

ARTICLE 30. Signatory Warranty The undersigned signatory or signatories for the **Engineer** hereby represent and warrant that the signatory is an officer of the organization for which he or she has executed this Agreement and that he or she has full and complete authority to enter into this Agreement on behalf of the **Engineer.** The above-stated representations and warranties are made for the purpose of inducing the **Owner** to enter into this Agreement.

ARTICLE 31. 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.

ARTICLE 32. 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.

ARTICLE 33. ENTIRE AGREEMENT. This Agreement contains the entire contract between

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

WITNESS WHEREOF, the **Engineer** and the **Owner** have caused this **Agreement for Professional Services** to be effective as of the _____ day of _____, **2015.**

ENGINEER:
L & G CONSULTING ENGINEERS INC.
d/b/a **L & G ENGINEERING**

By: _____
Jacinto Garza, P.E./President

OWNER:
HIDALGO COUNTY URBAN COUNTY PROGRAM

By: _____
Diana R. Serna, UCP Director

ATTEST:

_____
Arturo Guajardo, Jr., County Clerk

Approved by Commissioners' Court on: _____, 2015

APPROVED AS TO FORM:
Atlas, Hall & Rodriguez, L.L.P.
October 21, 2015

By: Steve Crain

ATTACHMENTS:

LOCATION MAP
EXHIBIT A – Scope of Services to be provided by the Owner
EXHIBIT B – Scope of Services to be provided by the Engineer
EXHIBIT C – Work Schedule
EXHIBIT D – Contract Rates
EXHIBIT E – Sample Work Authorization Form
EXHIBIT F – Sample Supplemental Agreement Form
EXHIBIT G – Certificate of Insurance (*Hidalgo County)*

L&G Engineering
Transportation Consultants

October 14, 2015

Mr. P.R. Avila II
Asst Deputy Director
Hidalgo County – Urban County Program
427 E. Duranta Ave.
Alamo, TX 78516

RE: Best and Final Offer
Peñitas Drain Project-Scope of Services
Limited Phase II Environmental Site Assessment (ESA)

Dear Mr. Avila:

As per our meeting dated October 7, 2015, attached find the requested cost proposal for the above reference. Attached you will find the following:

Exhibit A – Services to be Provided by Hidalgo County Urban County Program
Exhibit B – Services to be Provided by L&G Engineering
Exhibit C – Work Schedule
Exhibit D – Estimated Man Hour Breakdown
Certificate of Debarment

The attached cost proposal has been thoroughly reviewed and we are unable to reduce the rates any further. This submittal is our "Best and Final Offer" for the Peñitas Drain Limited Phase II ESA project. Thank you in advance for the opportunity to work with you on this project and should you have any questions, do not hesitate to call me at (956) 565-9813.

Sincerely,
L&G Engineering

Velma N. Garcia
Environmental 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

EXHIBIT "A"
SERVICES PROVIDED BY THE HIDALGO COUNTY URBAN COUNTY PROGRAM

1. The Hidalgo County Urban County Program (Urban County) will issue a Notice to Proceed (NOP) to initiate all required services.

2. Urban County Program will provide L&G Engineering (L&G) with timely review and decisions necessary to permit L&G to maintain an agreed upon project schedule.

3. Urban County Program will obtain Right-of-Entry (ROE) and access to the site and access to structures on the site as necessary and as often as necessary.

4. Urban County Program will process all acceptable requests for payment in a timely manner.

EXHIBIT "B"
SERVICES TO BE PROVIDED BY L&G ENGINEERING

L&G Engineering (L&G) is pleased to submit the following Scope of Services to provide a Limited Phase II Environmental Site Assessment (ESA), which would consist of soil sampling as it relates to nine (9) tracts of land encompassing approximately 15.587 acres being apportion of Lots 237, 238, 234, 227, 224, 217, 214, 207, and 206 of the Homeville Association Subdivision A located in Peñitas, Hidalgo County, Texas. See the attached Location Map labeled as **Exhibit A**. The scope of work is outlined below.

SCOPE OF WORK

1.0 Develop Sampling Plan

L&G reviewed the findings of the Phase I ESA to develop a sampling plan at the subject site to determine the presence or absence of contamination associated with historical use. The following subsurface investigation is proposed:

- Pipelines: L&G proposes four (4) soil borings within the project limits.
- Gas Well Pad: L&G identified two (2) former gas well pads within the project limits through a field investigation; therefore, it is proposed that one (1) soil boring be taken at each well pad.
- **Exhibit A** depicts the locations of each boring.

Originally, ground water samples were proposed to be taken; however, it was determined through development of the sampling plan that they were not needed. The ground water is over 50 feet deep in the project area. The proposed ditch will be cut nine feet deep; therefore, ground water would not likely be encountered workers protection would not be affected by construction activities.

2.0 Subsurface Investigation

L&G will coordinate the drilling of six (6) soil borings within the subject site. Continuous soil samples will be collected during the investigation and will be examined using an organic vapor meter (OVM) and classified by an environmental scientist, noting soil type, color, relative stiffness, relative moisture content, and odor. One (1) soil sample will be collected from each boring directly from a split spoon sampler at areas representative of upper, middle and lower portions of the core and then combined into sample jars. Field personnel performing the soil sample collection will use latex gloves to extract a representative soil sample. Samples will be immediately placed into laboratory-supplied pre-cleaned jars (8-ounce) with Teflon-lined lids and preserved on ice. Chain-of-custody forms and delivery protocols will be observed to preserve sample integrity.

The soil and groundwater samples will be tested for total petroleum hydrocarbons (TPH); and benzene, toluene, ethylbenzene and xylenes (BTEX). If elevated TPH levels are found, then the sample(s) with the highest TPH will also be tested for polynuclear aromatic hydrocarbons (PAH), if necessary.

3.0 Waste Disposal

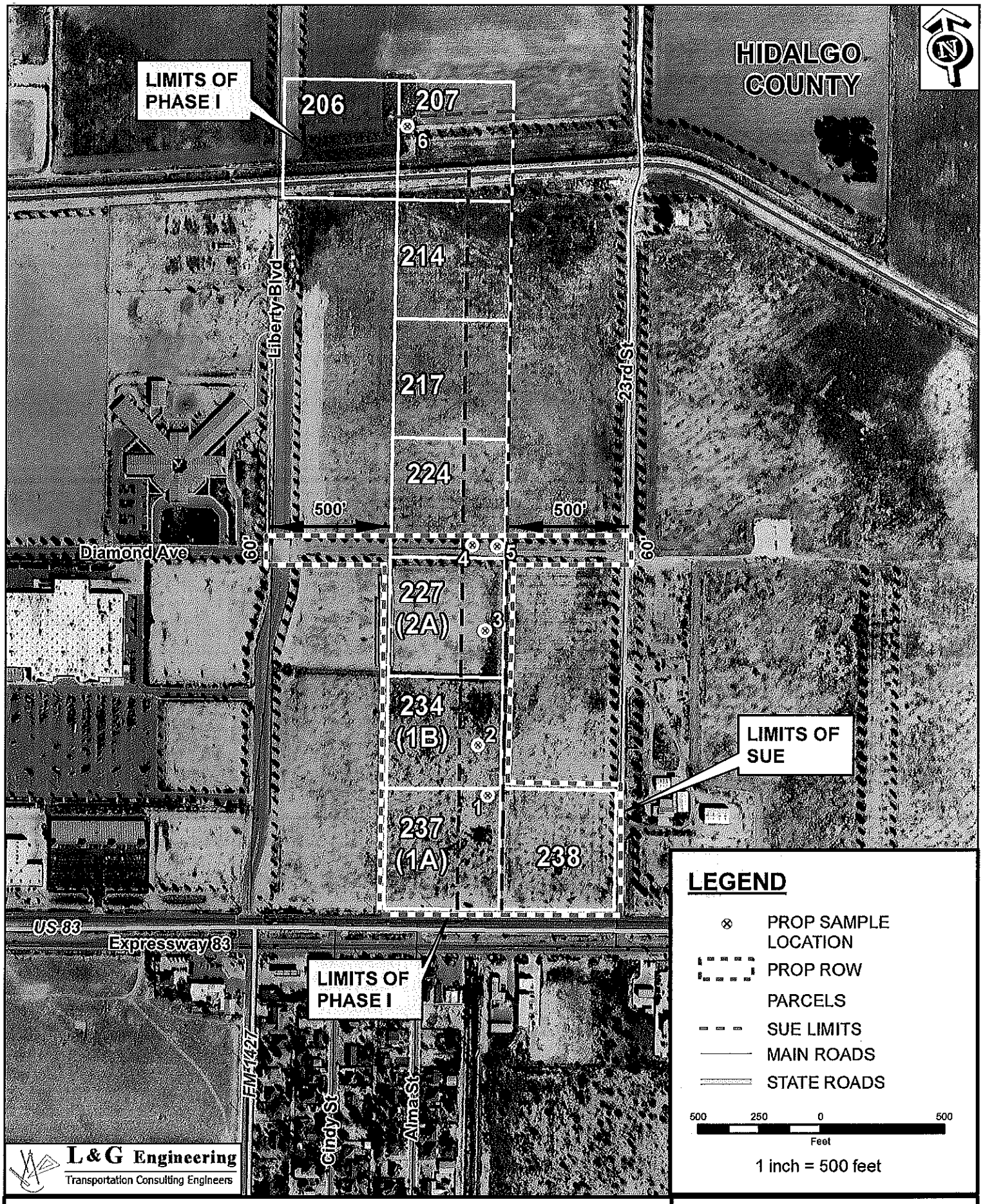
The bore holes will be plugged with bentonite clay chips to ground level. Soil cuttings will be stored in 55-gallon drums. Drums and bentonite chips will be provided by the driller. The waste soil cuttings from the drilling activity will be disposed at a local Type I landfill, assuming the waste has low levels of hydrocarbons based on the results of the soil testing. If high levels of hydrocarbons are in the waste soil, L&G would prepare a separate cost proposal for disposing the soil cuttings at an approved landfill.

4.0 Report Preparation

Upon receipt of the analytical report, L&G will coordinate and evaluate the data against current environmental regulations and prepare a report of the project, which will include a discussion of project activities, laboratory analytical reports, tables, maps, site photographs, boring logs, conclusions and recommendations.

5.0 Contract Management

L&G has conducted a preliminary background search on the project in order to develop a cost proposal for this project. L&G will coordinate with Urban County Program on a bi-weekly basis to provide updates on the progress of the project. L&G will develop a plan to ensure that the project tasks are performed within the budget and scope of the project. The work plan will include developing a project schedule and coordinating field work associated with subcontractors to ensure that all work is performed on a timely basis and that Quality Assurance and Quality Control (QA/QC) is performed on each task.



PENITAS DRAIN PHASE II
SAMPLE LOCATION MAP

EXHIBIT A

Document Path: G:\GIS \PROJECTS\HIDALGO\PENITAS DRAIN PHASE II\2015\PENITAS DRAIN PHASE II BORE LOCATION MAP.mxd

EXHIBIT "C"

Work Schedule

Hidalgo County Urban County Program

TASK AND DESCRIPTION	FIRM	2015		2016				
		November	December	January	February	March	April	December
Phase II: Phase II ESA								
Develop Sampling Plan	L&G							
Phase II: Subsurface Investigation								
Field Working	AEC							
Drilling	L&G LAB							
Phase II: Final Reports & Deliverables								
Report Preparation and Deliverables	L&G							
Final Report and Deliverables	AEC							

EXHIBIT D

ESTIMATED MAN-HOUR BREAKDOWN

Penitas Drain Limited Phase II Environmental Site Assessment

		MANHOURS									
		Senior Project Manager	Senior Engineer	Senior Environmental Planner /Specialist	Environmental Planner/ Specialist II	Environmental Planner/ Specialist I	CADD Operator / GIS Analyst	Admin/ Clerical	TOTAL HOURS	Sub-Contract Amounts	TOTAL LINE ITEM COST
	CONTRACT RATE	211.40	175.16	147.98	90.6	78.52	66.44	60.40			
WORK AUTHORIZATION NO. 2											
LIMITED PHASE II - Environmental Site Assessment											
1	Develop Sampling Plan			16	0	0	2		18		$ 2,500.56
2	Subsurface Investigation				4	4			8	$ 5,309.69	$ 676.48
3	Waste Disposal				4	4			8	$ 2,080.00	$ 676.48
4	Report Preparation				8	8	2		18		$ 1,485.84
5	Contract Management			16	0	0			16		$ 2,367.68
SUB-TOTAL		**0**	**0**	**32**	**16**	**16**	**4**	**0**	**68**	**$ 7,389.69**	**$ 7,707.04**

Sub-Total Manhours Fee with Subconsultant Fee:	**$ 15,096.73**

DIRECT EXPENSES:

LIMITED PHASE II ESA			Qty.		
Mileage	0.56	per mile	150	$	84.00
Document Copies	30	per document	3	$	90.00

Subtotal Direct Expenses Costs:	**$ 174.00**

*** TOTAL PROJECT FEE:**	**$ 15,271.00**

*Rounded Fee

Exhibit D
Ambiotec Environmental Consultants, Inc.
Laboratory Services-Rush

Materials/Equipment	Amount
Misc. Supplies (gloves, paper towels, trash bags, etc.)	$55
Organic Vapor Meter (OVM) – (1 day @ $100/day)	$100
Mileage – 1101 East Harrison, Harlingen to Penitas, Texas is 50 miles (100 miles @ $0.55/mile)	$55
SUB-TOTAL	**$210**
AEC Labor – Field Work	
Environmental Scientist (Project Coord. and Field Work (10 hours @ $98/hour))	$980
SUB-TOTAL	**$980**
Subcontract Laboratory	
Laboratory Analysis – TPH, BTEX/MTBE (6 Samples @$225.56/Sample)	$1,353.36
Laboratory Analysis – PAH (1 Sample @ $341.25/Sample)	$345.25
TRRP Reporting Package	$258.28
SUB-TOTAL	**$1,956.89**
Waste Disposal	
Environmental Scientist (4 hours @ $98/hour)	$392
Waste Disposal – ((6) 55-gallon drums @ 100/drum)	$600
Mileage - Harlingen to Job site, Job Site to Landfill (126 miles @ $0.55/mile)	$69.3
SUB-TOTAL	**$1,061.3**
AEC Labor - Project Report	
Senior Consultant/Peer Review (1 hour @ $135/hr.)	$135
Project Manager/Environmental Scientist (7 hours @ $98/hr.)	$686
Drafting Tech (3 hours @ $55/hour)	$165
Administrative (3 hours @ $38.5/hour)	$115.5
SUB-TOTAL	**$1,101.5**
TOTAL	**$5,309.69**

Exhibit D
L&G Laboratory Geotechnical Field Services
Penitas Drain Phase II Project

	SERVICES		UNITS	UNITS	UNIT COST	TOTAL COST
I.	**Project Management / Geo Report**					
	A. Principal / Project Manager		Hours		$ -	$ -
	B. Senior Project Engineer (Report)		Hours		$ -	$ -
	C. Project Engineer (Report)		Hours		$ -	$ -
	D. CADD Tech		Hours		$ -	$ -
	E. Admin/Clerical (Report)		Hours		$ -	$ -
	F. Project Engineer (Soil Classification)		Hours		$ -	$ -
	G. Project Engineer (Boring Logs)		Hours		$ -	$ -
II.	**Utility Clearances / Boring Locates**					
	A. Technician(Logger)(Locate Borings)(Util Clr)		Hours		$ -	$ -
	B. Staff Engineer/Geologist/Scientist		Hours			
	C. Rebar (stakes with impalement covers)		Cost +12.5%			
	D. Vehicle Charge		Mile			
	E. Mileage		Mile		$ -	$ -
III.	**Field Exploration**					
A	Mobilization/Demobilization					
	Mobilization - Local		Day	**1**	$ **250.00**	$ **250.00**
B	Field Exploration					
	1. Soil Boring/Solid Stem w SPT Testing		Feet	**60**	$ **28.00**	$ **1,680.00**
	2. Soil Containment Drums (55gal.)		Ea.	**6**	$ **25.00**	$ **150.00**
	3. Field Logger / Engineering Tech		Hour		$ -	$ -
	4. 24 Hr. Water Level Observations		Hour			
	5. Piezometers		Each			
	6. Vehicle Charge (Support Vehicle)		Mile			
	7. Vehicle Charge (Logger)		Mile		$ -	$ -
IV	**Laboratory Study**					
	3. Moisture Content		Ea.		$ -	$ -
	4. Atterberg Limits		Ea.		$ -	$ -
	5. -200 Determination		Ea.		$ -	$ -
	6. Hydrometer Analysis		Ea.		$ -	$ -
	7. Unconfined Compression Testing		Ea.		$ -	$ -
	Project Total					$ **2,080.00**

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: Jacinto Garza, P.E.
Title: CEO/President
Telephone Number: (956) 565-9813
Date: October 14, 2015

If the bidder is unable to certify to all of the statements in this Certification, such bidder should attach an explanation to this proposal.

**********UCP STAFF ONLY**********

VERIFICATION

DATE VERIFIED ON SAM: 10/15/2015

HAS ACTIVE EXCLUSIONS? ____YES ✓ NO

UCP COORDINATOR NAME: Brandy Salinas

UCP COORDINATOR SIGNATURE: _____

HIDALGO COUNTY

Professional Engineering Services

Contract # C-_____

Work Authorization Form EXHIBIT E

WORK AUTHORIZATION NO. ___

THIS WORK AUTHORIZATION is made pursuant to the terms and conditions of Article I. of the Agreement made by and between **HIDALGO COUNTY**, action herein by and through the **Commissioner's Court**, hereinafter called the "**Owner**," and, L & G Consulting Engineers, Inc. *d/b/a* L & G Engineering, professional engineers of Mercedes, Texas, hereinafter called "**Engineer**".

PART 1. SCOPE OF WORK

The purpose of this Work Authorization is for the **Engineer** to provide _____
_____
_____
_____.

The scope of services to be provided by the **Owner** is identified in ***EXHIBIT "A" - Scope of Services to be Provided by the Owner*** attached hereto.

The scope of services to be provided by the **Engineer** is identified in ***EXHIBIT "B" - Scope of Services to be Provided by the Engineer*** attached hereto.

SAMPLE

PART 2. ESTIMATED COST

The estimated cost for services under this Work Authorization is $_____. This amount is based upon the costs outlined in the Estimated **Cost Proposal** attached hereto as **EXHIBIT "D".**

PART 3. PAYMENT

Compensation and payment to the Engineer for the services established under this Work Authorization shall be made in accordance with **Article 6** of the Agreement.

PART 4. FUNDING

This Work Authorization No.1 shall be funded through funding source:
Account No. _____
Requisition Number _____ **(MUST BE INCLUDED AFTER CC APPROVAL)**

PART 5. PERIOD OF SERVICE

This Work Authorization shall become effective on the date of final acceptance of the parties hereto, and terminate upon completion of scopes of the work authorization.

PART 6. RESPONSIBILITIES AND OBLIGATIONS

This Authorization does not waive the parties' responsibilities and obligations provided under the **Agreement.**

PART 7. ACKNOWLEDGEMENT AND CONFIRMATION

Acknowledgement and confirmation by **Hidalgo County** _____, Commissioner _____ as to content and detail of this **Work Authorization No.** 1.

HIDALGO COUNTY

BY:_____

SAMPLE

PART 8. ACCEPTANCE AND APPROVAL

This Work Authorization is hereby accepted, approved by Hidalgo County Commissioners' Court on _____ as indicated below and effective as of ____ day of _____, 20__.

THE ENGINEER:

_____

By: Jacinto Garza, P.E.
President

THE OWNER:
HIDALGO COUNTY

_____

By: Ramon Garcia, County Judge

ATTEST:

_____

By: Arturo Guajardo, Jr., County Clerk

LIST OF ATTACHMENTS

EXHIBIT "A" – Service to be provided by the Owner
EXHIBIT "B" – Services to be provided by the Engineer
EXHIBIT "C" – Work Schedule
EXHIBIT "D" – Fee Schedule

SAMPLE

EXHIBIT "F"

Supplemental Agreement Form

THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

SUPPLEMENTAL AGREEMENT NO. _____

TO AGREEMENT FOR PROFESSIONAL SERVICES

This **SUPPLEMENTAL AGREEMENT** is made pursuant to the terms and conditions of Article 8 of the Agreement made by and between **HIDALGO COUNTY**, acting herein by and through the **Commissioner's Court**, hereinafter called the "**Owner**", and _____, Professional Engineers of, _____, Texas, hereinafter called "**Engineer**".

WITNESSETH

WHEREAS, the **Owner** and the **Engineer** executed the **Agreement** on the ____ day of _____ 20__ concerning engineering for _____ (hereinafter referred to as the "**Project**"); and,

WHEREAS, Article ____ of the **Agreement**, (article title), establishes _____; and,

WHEREAS, it has become necessary to amend the contract to

_____

_____

A. AGREEMENT

NOW THEREFORE, premises considered, the **Owner** and the **Engineer** agree that said **Agreement** is amended as follows:

I. Article _____ of the **Agreement**, (article title), is revised to

_____

_____

_____

_____

_____

SAMPLE

All other provisions are unchanged and remain in full force and effect.

IN WITNESS WHEREOF, the Engineer and the Owner have caused this Supplemental Agreement to the Agreement for Professional Services to be executed as of the _____ day of _____, 20__.

THE ENGINEER:
ENGINEER

BY: _____

THE OWNER:
HIDALGO COUNTY

BY: _____
Ramon Garcia, County Judge

LIST OF ATTACHMENTS
(as required)

SAMPLE

EXHIBIT G

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY): 7/10/2015

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 RUBY CASAS INSURANCE AGENCY 702 N Closner Blvd Edinburg, TX 78541	CONTACT NAME: PHONE (A/C, No, Ext): (956) 383-8141 FAX (A/C, No): (956) 278-3246 E-MAIL ADDRESS: rubycasas@rubycasasinsurance.com
INSURED L&G CONSULTING ENGINEERS, INC DBA L&G ENGINEERING 2100 W EXPRESSWAY 83 MERCEDES, TX 78570	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A: TRUCK INSURANCE EXCHANGE — 21709 INSURER B: FARMERS INSURANCE EXCHANGE — 21652 INSURER C: MID CENTURY INSURANCE COMPANY — 21687 INSURER D: INSURER E: INSURER F:

COVERAGES — CERTIFICATE NUMBER: — REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY CLAIMS-MADE ☐ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY ☐ PRO-JECT ☐ LOC OTHER:						EACH OCCURRENCE $ DAMAGE TO RENTED PREMISES (Ea occurrence) $ MED EXP (Any one person) $ PERSONAL & ADV INJURY $ GENERAL AGGREGATE $ PRODUCTS - COMP/OP AGG $ $
A	AUTOMOBILE LIABILITY X ANY AUTO ALL OWNED AUTOS ☐ SCHEDULED AUTOS X HIRED AUTOS ☐ NON-OWNED AUTOS	Y	Y	605850941	07/19/2015	07/19/2016	COMBINED SINGLE LIMIT (Ea accident) $ 1,000,000 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) ☐ N/A If yes, describe under DESCRIPTION OF OPERATIONS below						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)

HIDALGO COUNTY IS AUTOMATICALLY INCLUDED AS ADDITIONAL INSURED ON THE AUTOMOBILE POLICY AND PROVIDED WITH BLANKET WAIVER OF SUBROGATION IN THEIR FAVOR ON THE AUTOMOBILE AS REQUIRED BY WRITTEN CONTRACT.

CERTIFICATE HOLDER	CANCELLATION
HIDALGO COUNTY 2602 S BUSINESS HWY 281 EDINBURG, TX 78539	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE

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EXHIBIT G

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 07/19/2016

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 The Risk Specialty Group LLC 1001 Woodway Drive Suite 300 East Houston TX 77060	CONTACT NAME: PHONE (A/C, No, Ext): (713) 802-1000 FAX (A/C, No): (713) 613-8411 E-MAIL ADDRESS: tandres@riskspecialtygroup.com
INSURED L&G Consulting Engineers, Inc. dba L&G Engineering 2100 W. Expressway 83 Mercedes TX 78570	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A: Valley Forge Insurance Company — 20508 INSURER B: Continental Casualty Insurance Co. — 20443 INSURER C: Gemini Insurance Co. — 10033 INSURER D: INSURER E: INSURER F:

COVERAGES — CERTIFICATE NUMBER: — REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO-JECT LOC			6096026036	07/19/2016	07/19/2017	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$1,000,000 $100,000 $5,000 $1,000,000 $2,000,000 $2,000,000
	AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ $ $ $
B	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED X RETENTION $10,000			6096026016	07/19/2016	07/19/2018	EACH OCCURRENCE AGGREGATE	$2,000,000 $2,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N/A		9016426631	07/23/2016	07/23/2018	X WC STATU-TORY LIMITS OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ $1,000,000 $1,000,000 $1,000,000
C	Professional Liability "claims made"			HPM-DP-00198-01	07/19/2016	07/19/2018	Each Claim Limit Aggregate Limit	$2,000,000 $2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Hidalgo County is automatically included as additional insured on the General Liability & Automobile policies and provided with blanket waiver of subrogation in their favor on General Liability, Automobile & Workers Compensation as required by written contract.

CERTIFICATE HOLDER	CANCELLATION
Hidalgo County 2002 S Business Hwy 281 Edinburg, TX 78539	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <ACC>

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L&G Engineering
Transportation Consultants

RECEIVED
OCT - 6 2015
URBAN COUNTY
PROGRAM

October 5, 2015

Mr. P.R. Avila
Hidalgo County Urban Development
427 Durante Avenue, Suite 107
Alamo, TX 78516

RE: Peñitas Drain Phase I Environmental Site Assessment
PO# 9771

Dear Mr. Avila:

Attached, please find three (3) bound hardcopies of the Peñitas Drain Phase I Environmental Site Assessment as stated in our contract. You will also find enclosed the invoice for our services.

Based on the findings of the Phase I Assessment, L&G is recommending a limited Phase II. Although the gas line of concern to the county was removed in the year 2000; L&G recommends a total of six (6) soil borings with temporary groundwater monitoring wells at four (4) of those sites to assure there is no contamination on the target properties.

Upon your notice to proceed, we will provide you with a cost proposal for the Limited Phase II work. If you would like to meet and review the attached report and go over the recommended Limited Phase II work, please do not hesitate to call us to schedule a meeting.

We appreciate the opportunity to work with you on this project. Should you have any questions, please do not hesitate to contact me at (956) 565-9813.

Sincerely,
L&G Engineering

Velma N. Garcia
Environmental Manager

Attachments

Joe M. Flores
County Commissioner Pct. No. 3

COUNTY COMMISSIONER PRECINCT 3
County of Hidalgo

October 22, 2015

Ms. Diana Serna, Director
Urban County Program
427 E. Duranta Ave., Suite 107
Alamo, Texas 78516

RE: Penitas Drain Project

Dear Ms. Serna:

Please allow this letter to serve as confirmation that Hidalgo County Precinct #3 has committed $700.00 of Hidalgo County Road Maintenance Fund account for the L&G Engineering Environmental Phase II contract.

If you have any questions or additional information is needed, please contact our office at (956)585-4509.

Sincerely,

Joe M. Flores
Hidalgo County Precinct #3 Commissioner

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

AI-51897 **Urban County** **15. E.**

CC - REGULAR

Meeting Date: 10/27/2015

Submitted For: Diana Serna, URBAN COUNTY

Submitted By: Sandra Regalado, URBAN COUNTY

Department: URBAN COUNTY

Information

CAPTION

The UCP is requesting a Waiver of Real Property Filing Fees as allowed by Texas Local Government Code, Section 118.0135(a) for the Owner-Occupied Housing Rehabilitation Program and the Homebuyer Assistance Program.

BACKGROUND

As per Texas Local Government Code, Sec. 118.0135. WAIVER OF REAL PROPERTY FILING FEES

(a) The commissioners' court may direct the county clerk to waive fees for the filing of real property records under this subchapter for a person who is buying or improving the person's home with assistance from a federal or state grant or aid program that promotes home ownership or home improvement for persons of low or moderate income

(b) The commissioners' court shall specify the types of grant or aid programs that qualify a person for a fee waiver un this section and may limit the waiver to only certain programs.

The Urban County Program (UCP) Owner-Occupied Rehabilitation Program assists low to moderate income persons with home improvements. The Homebuyer Assistance Program was used as a tool by families to assist them in paying closing cost and/or down payment when purchasing a home. Both of these programs are funded by the U.S. Department of Housing and Community Development. Over the past 5 years a total of $74,533 has been paid by UCP to the County on behalf of families receiving assistance through the Owner-Occupied Housing Rehabilitation Program and the Homebuyer Assistance Program for the recording of real property legal documents. Furthermore, over the past 5 years, the cumulative amount of County taxes generated by the assisted units, totals approximately $270,100.00. The UCP respectfully submits that this waiver is justifiable due to the amount of taxes generated for the County as a result of these two assistance program.

Fiscal Impact

Attachments

Backup

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	10/23/2015 08:22 AM
Purchasing Department	Monica Badillo	10/23/2015 07:16 PM

Form Started By: Sandra Regalado Started On: 10/20/2015 01:28 PM

Final Approval Date: 10/23/2015

"Real Property Records Filing" under Section 118.011 is for filing and recording, including indexing, in the real property records in the office of the county clerk a document that is authorized or required to be filed in those records.

(b) A county clerk who files, registers, or records an instrument by manual copying instead of copying by photocopy, photostating, or microphotographic process may substitute for the prescribed page fee a fee of 20 cents per 100 words for each page having more than 500 words.

(c) The fee does not apply to:

(1) map records;

(2) condominium records;

(3) notary public records;

(4) marriage records;

(5) vital statistics records;

(6) documents filed in the records of county civil or criminal courts or probate courts; or

(7) personal property, chattels, and personal records in the office of the county clerk.

(d) The fee is in addition to any other specific fee provided for by other statute.

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

Sec. 118.0135. WAIVER OF REAL PROPERTY FILING FEES. (a) The commissioners court may direct the county clerk to waive fees for the filing of real property records under this subchapter for a person who is buying or improving the person's home with assistance from a federal or state grant or aid program that promotes home ownership or home improvement for persons of low or moderate income.

(b) The commissioners court shall specify the types of grant or aid programs that qualify a person for a fee waiver under this section and may limit the waiver to only certain programs.

Added by Acts 1999, 76th Leg., ch. 108, Sec. 1, eff. May 17, 1999.

Sec. 118.014. CERTIFIED PAPERS. (a) The fees for "Certified Papers" under Section 118.011 are for the county clerk's certificate that shall be placed on each page or part of a page, and a fee for

URBAN COUNTY PROGRAM
OWNER-OCCUPIED REHABILITATION PROGRAM
Recording Fees and Expenditure Report

Recording Fees Paid in Previous 5 Program Years

Prog. Yr.	Rec'd. Fees
2010	19,547
2011	15,116
2012	16,596
2013	7,896
2014	15,378
	74,533

$ 14,906.60 Yearly Average

Construction Funds Expended in Previous 5 Program Years

Prog. Yr.	Expend.
2010	1,167,556
2011	947,660
2012	878,382
2013	1,500,120
2014	1,296,893
	5,790,611

$ 1,158,122 Yearly Average

REHAB. PROG. TAX INFORMATION

	Expended	Assisted Units	Avg. Tax Rate	Annual Tax Rate	Mutiplied by # of Years	Cumlative Total -Taxes
FY14	1,167,556	19	333	6,327	1	6,327
FY13	947,660	14	333	4,662	2	9,324
FY12	878,382	26	333	8,658	3	25,974
FY11	1,500,120	28	333	9,324	4	37,296
FY10	1,296,893	27	333	8,991	5	44,955
	5,790,611	114		37,962		123,876

1,158,122 Average Annual Expended

AI-52005 **Elections Administration** **16. A.**

CC - REGULAR

Meeting Date: 10/27/2015

Submitted By: Monica Badillo, EXECUTIVE OFFICE

Department: EXECUTIVE OFFICE

Information

CAPTION

Discussion and/or action, including but not limited to Elections updates

BACKGROUND

Fiscal Impact

Attachments

backup

Form Review

Form Started By: Monica Badillo Started On: 10/27/2015 03:16 PM

Final Approval Date: 10/27/2015

16A

November 3, 2015
Early Voting
Cumulative Totals
Thru Close of Business
Sunday, October 25, 2015

	County	Reg Voters	Cumulative In-Person Voters	Cumulative % In-Person	Cumulative By Mail Voters	Cumulative In-Person And Mail Voters	Cumulative Percent Early Voting
1	Harris	2,063,247	61,002	2.96%	21,141	82,143	3.98%
2	Montgomery	286,491	8,669	3.03%	464	9,133	3.19%
3	Brazoria	184,284	4,642	2.52%	180	4,822	2.62%
4	Collin	489,400	11,078	2.26%	183	11,261	2.30%
5	Fort Bend	373,836	7,565	2.02%	752	8,317	2.22%
6	Williamson	273,559	5,747	2.10%	124	5,871	2.15%
7	Bexar	959,760	16,449	1.71%	3,103	19,552	2.04%
8	Tarrant	1,002,488	15,648	1.56%	2,895	18,543	1.85%
9	Hidalgo	312,516	5,119	1.64%	258	5,377	1.72%
10	Denton	394,703	6,423	1.63%	322	6,745	1.71%
11	Travis	654,398	11,028	1.69%	191	11,219	1.71%
12	Galveston	193,369	3,009	1.56%	73	3,082	1.59%
13	Dallas	1,197,238	15,973	1.33%	1,800	17,773	1.48%
14	El Paso	420,036	4,465	1.06%	1,166	5,631	1.34%
15	Nueces	185,841	1,339	0.72%	60	1,399	0.75%
	Total	**8,991,166**	**178,156**	**1.98%**	**32,712**	**210,868**	**2.35%**

UNOFFICIAL

HIDALGO COUNTY ELECTIONS DEPARTMENT

2015 Constitutional Election

UNOFFICIAL

	Substation		Dates											Totals
			19-Oct Monday	20-Oct Tuesday	21-Oct Wednesday	22-Oct Thursday	23-Oct Friday	24-Oct Saturday	25-Oct Sunday	26-Oct Monday	27-Oct Tuesday	28-Oct Wednesday	29-Oct Thursday	30-Oct Friday	
1	Alamo	Sgt. Fernando De La Rosa Lib	280	243	176	146	181	130	76	116					1348
2	Donna	Amigos Del Valle	80	72	72	66	68	65	60	57					540
3	Edinburg	Elections Annex Building	28	22	22	17	20	9	4	12					134
4	Edinburg	UTRGV - Student Union Building	29	26	29	28	11	3	2	15					143
5	Edcouch	Edcouch Fire Station	233	119	105	68	74	103	59	48					809
6	Elsa	Elsa Fire Station	2	1	7	3	7	19	1	0					40
7	La Joya	"New" La Joya City Hall	170	116	79	63	69	108	76	29					710
8	McAllen	Lark Community Center	32	30	36	32	30	26	7	27					220
9	McAllen	McAllen Public Library	10	38	24	18	19	17	7	27					160
10	McAllen	Palmer Pavilion	37	31	33	40	18	9	8	40					216
11	McAllen	Palmview Community Center	7	9	9	15	6	6	2	4					58
12	Mercedes	Mercedes Civic Center	14	12	1	6	8	2	1	6					50
13	Mission	Mission City Hall	29	41	35	20	30	10	7	30					202
14	Mission	B&G Bannworth Gym	18	14	25	20	22	5	2	11					117
15	Palmview	Co. Comm. Pct. #3 (The Mansion)	10	11	16	17	8	3	2	26					93
16	Pharr	Jose Pepe Salinas Ctr.	14	17	23	26	31	11	4	6					132
17	Progreso	Progreso Comm. Ctr.	1	2	3	1	1	1	1	3					13
18	San Juan	San Juan Fire Station #2	7	6	6	9	11	6	2	8					55
19	Weslaco	Business Visitor & Event Ctr.	101	72	90	85	100	65	30	67					610
		Sub Total	**1102**	**882**	**791**	**680**	**714**	**598**	**351**	**532**	**0**	**0**	**0**	**0**	**5650**
		Mail	**145**	**1**	**5**	**3**	**14**	**20**	**0**	**0**	**0**	**0**	**0**	**0**	**188**
		Total	**1247**	**883**	**796**	**683**	**728**	**618**	**351**	**532**	**0**	**0**	**0**	**0**	**5838**

2015 City of Weslaco District 5 Special Election

UNOFFICIAL

	Substation		Dates											Totals
			19-Oct Monday	20-Oct Tuesday	21-Oct Wednesday	22-Oct Thursday	23-Oct Friday	24-Oct Saturday	25-Oct Sunday	26-Oct Monday	27-Oct Tuesday	28-Oct Wednesday	29-Oct Thursday	30-Oct Friday	
1	Weslaco	District 5 - Bus. Visitor & Event Ctr.	33	21	29	28	44	20	14	29					218
		Sub Total	**33**	**21**	**29**	**28**	**44**	**20**	**14**	**29**	**0**	**0**	**0**	**0**	**218**
		Mail	**57**	**2**	**7**	**1**	**13**	**5**	**0**	**1**	**0**	**0**	**0**	**0**	**86**
		Total	**90**	**23**	**36**	**29**	**57**	**25**	**14**	**30**	**0**	**0**	**0**	**0**	304

November 3, 2015 Constitutional Amendment Election Explanatory Statements

Proposition 1 (SJR 1)

SJR 1 – Current law provides an exemption of $15,000 from the ad valorem taxation for public school purposes of a residence homestead. The proposed amendment would increase this exemption to $25,000, starting in the tax year beginning January 1, 2015. In order to reflect the increased exemption on the homestead of a person 65 years of age or older or a disabled person, the proposed amendment would provide a reduction to the current limitation on the total amount of ad valorem taxes. The proposed amendment would protect school districts from all or part of the revenue loss by authorizing an appropriation of funds according to formulas set by the legislature. In addition, the proposed amendment would authorize the legislature to prohibit a political subdivision from reducing or repealing a homestead exemption adopted by the political subdivision. Finally, the proposed amendment would prohibit the imposition of a tax on the conveyance of real property, but would not prohibit the imposition of a business tax measured by business activity, a tax on the production of minerals, a tax on the issuance of title insurance, or a change in the rate of a tax in existence on January 1, 2016.

The proposed amendment will appear on the ballot as follows: **"The constitutional amendment increasing the amount of the residence homestead exemption from ad valorem taxation for public school purposes from $15,000 to $25,000, providing for a reduction of the limitation on the total amount of ad valorem taxes that may be imposed for those purposes on the homestead of an elderly or disabled person to reflect the increased exemption amount, authorizing the legislature to prohibit a political subdivision that has adopted an optional residence homestead exemption from ad valorem taxation from reducing the amount of or repealing the exemption, and prohibiting the enactment of a law that imposes a transfer tax on a transaction that conveys fee simple title to real property."**

Proposition 2 (HJR 75)

HJR 75 – In 2011, voters approved a constitutional amendment to allow a surviving spouse of a 100 percent or totally disabled veteran an exemption from ad valorem taxation from all or part of the market value on the disabled veteran's residence homestead, as long as the surviving spouse had not remarried. The amendment did not apply to surviving spouses of veterans who died before 2011. This amendment would extend the exemption in such cases. The proposed amendment would apply only to ad valorem taxes imposed for a tax year beginning on or after January 1, 2016.

The proposed amendment would appear on the ballot as follows: **"The constitutional amendment authorizing the legislature to provide for an exemption from ad valorem taxation of all or part of the market value of the residence homestead of the surviving spouse of a 100 percent or totally disabled veteran who died before the law authorizing a residence homestead exemption for such a veteran took effect."**

Proposition 3 (SJR 52)

SJR 52 proposes a constitutional amendment to repeal the requirement for the Comptroller of Public Accounts, the Commissioner of the General Land Office, the Attorney General, and any other officers elected statewide to reside in Austin, Texas, the state capital. Under current law, these statewide elected officers are required to reside in the capital of the State of Texas while in office. This amendment would not apply to the residency requirement for the Governor.

The proposed amendment will appear on the ballot as follows: **"The constitutional amendment repealing the requirement that state officers elected by voters statewide reside in the state capital."**

Proposition 4 (HJR 73)

HJR 73 proposes a constitutional amendment that would grant the legislature the authority to pass statutes to allow a professional sports team charitable foundation to conduct charitable raffles under the terms and conditions imposed by general law. The laws passed under this authority may provide that the professional sports team charitable foundation may use proceeds from such charitable raffles to pay reasonable advertising, promotional, and administrative expenses. Any law enacted by this provision only applies to entities defined as professional sports team charitable foundations on January 1, 2016. Additionally, any law enacted by this provision may only allow charitable raffles to be conducted at games hosted at the home venue of the professional sports team associated with a professional sports team charitable foundation.

The proposed amendment would appear on the ballot as follows: **"The constitutional amendment authorizing the legislature to permit professional sports team charitable foundations to conduct charitable raffles."**

Proposition 5 (SJR 17)

SJR 17 proposes a constitutional amendment which would increase from 5,000 to 7,500 the maximum total population threshold of a county that is allowed to construct and maintain private roads as long as the county imposes a reasonable charge for the work.

The proposed amendment will appear on the ballot as follows: **"The constitutional amendment to authorize counties with a population of 7,500 or less to perform private road construction and maintenance."**

Proposition 6 (SJR 22)

SJR 22 proposes a constitutional amendment that would add the right to hunt, fish and harvest wildlife, including by use of traditional methods, in the Bill of Rights of the Texas Constitution. This right would be subject to laws and regulations intended to conserve and manage wildlife and to preserve the future of hunting and fishing. The proposed amendment would establish hunting and fishing as the preferred method of managing and controlling wildlife in Texas. The proposed amendment is not intended to affect any law or provision related to trespass, property rights or eminent domain, and would not prevent the legislature from authorizing a municipality to regulate the discharge of a firearm in a populated area in the interest of safety.

The proposed amendment will appear on the ballot as follows: **"The constitutional amendment recognizing the right of the people to hunt, fish, and harvest wildlife subject to laws that promote wildlife conservation."**

Proposition 7 (SJR 5)

SJR 5 proposes a constitutional amendment to dedicate a portion of revenues from (1) the state sales and use tax, and (2) the tax imposed on the sale, use, or rental of a motor vehicle, to the State Highway Fund (SHF). Under current law, these funds would be deposited to the General Revenue Fund. Money deposited to the SHF is intended to be used only to construct, maintain, or acquire rights-of-way for public roadways other than toll roads; or to repay certain transportation-related debt.

The proposed amendment would appear on the ballot as follows: **"The constitutional amendment dedicating certain sales and use tax revenue and motor vehicle sales, use, and rental tax revenue to the state highway fund to provide funding for nontolled roads and the reduction of certain transportation-related debt."**

AI-51871 **Elections Administration** **16. B.**

CC - REGULAR

Meeting Date: 10/27/2015

Submitted By: Amanda Valdez, ELECTIONS DEPT.

Department: ELECTIONS DEPT.

Information

CAPTION

Approval of Full Contract for Election Services between Hidalgo County and the City of Palmview for their election to be held on November 3, 2015

BACKGROUND

Two (2) originals of Contract for Election Services

Fiscal Impact

FISCAL YEAR: 2015 **ACCT. #:** 5-1100-126-30-000-000-0-000

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

BUDGETARY IMPACT:

All costs and applicable fees associated with the election services shall be paid by the entities requesting the services as outlined in the caption (reimbursement basis to the Elections Dept). As of 10-16-2015, the City of Palmview does not owe the Hidalgo County Elections Department any outstanding charges.

Attachments

Palmview Contract

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	10/19/2015 12:54 PM
Glinda Pacheco	Veronica Ortiz	10/22/2015 08:51 AM
Purchasing Department	Monica Badillo	10/23/2015 07:16 PM
Form Started By: Amanda Valdez		Started On: 10/16/2015 05:34 PM
Final Approval Date: 10/23/2015		

THE STATE OF TEXAS §
§ CONTRACT FOR ELECTION SERVICES
COUNTY OF HIDALGO §

This Contract is entered into by and between the HIDALGO COUNTY ELECTIONS ADMINISTRATOR, Yvonne Ramón, hereinafter referred to as "ADMINISTRATOR", on behalf of Hidalgo County, a political subdivision of the State of Texas, and the **CITY OF PALMVIEW**, hereinafter referred to as the "ENTITY", pursuant to Texas Election Code Section 31.092.

RECITALS

WHEREAS, the ENTITY, by appropriate action of its governing body acting in accordance with all applicable laws, has called an election to be held on **November 3, 2015**.

WHEREAS, pursuant to Section 31.092(a) of the Texas Election Code, the County Election Officer may contract with the governing body of a political subdivision situated wholly or partly in the county served by the officer to perform election services in any one or more elections ordered by an authority of the political subdivision; and

WHEREAS, pursuant to Section 31.091(1) of the Texas Election Code, the County Election Officer means the Elections Administrator for Hidalgo County; and

WHEREAS, the ENTITY is a political subdivision in Hidalgo County that desires the County to conduct and supervise the **November 3, 2015**, election of the ENTITY (the "Election"); and

WHEREAS, the ENTITY and the COUNTY, through the ADMINISTRATOR, desire to enter into a contract setting out the respective responsibilities of the parties; and

WHEREAS, the COUNTY agrees to perform election services for the ENTITY; and

WHEREAS, pursuant to Section 271.002(a) of the Texas Election Code that authorizes two or more political subdivisions to enter into an agreement to hold elections jointly in the election precincts that can be served by common polling places; and

WHEREAS, pursuant to Sections 271.003 (a) (b) the location of a common polling place may be used in a joint election, where the voters of a particular precinct or political subdivision may be served in a joint election by common polling places located outside the boundary of the precinct or political subdivision if the location can adequately and conveniently serve the affected voters and if it will facilitate the orderly conduct of the election.

WHEREAS, ADMINISTRATOR has provided costs for election services to be rendered by ADMINISTRATOR'S office pursuant to the terms of this Contract, which costs are set out in Article VI hereof; and

NOW, THEREFORE, the COUNTY, through the ADMINISTRATOR, and the ENTITY for good and valuable consideration, the adequacy and receipt of which is hereby acknowledged, do hereby agree to hold contract, covenant and agree as follows:

ARTICLE I
PURPOSE

1.01. The parties hereto have entered into this Contract for election services described in Article II to be provided to the ENTITY for its election to be held on **November 3, 2015**, and any Runoff, if applicable.

ARTICLE II
SERVICES

2.01. The COUNTY, through the ADMINISTRATOR, agrees to provide to the ENTITY the following:

(A) Procure, provide, prepare, code and distribute Direct Recording Electronic (DREs) voting systems and necessary election equipment, as well as an ADA voting system, and transport equipment to and from the polling locations, including early voting substations, for the ENTITY;

(B) Prepare and provide Direct Recording Electronic device training for election workers;

(C) Prepare and provide Logic and Accuracy testing on ENTITY's election ballot for every iVotronic voting machine to be utilized by ENTITY during early voting and election day;

(D) Procure, provide, prepare and code Electronic Poll Book(s) per polling location with the Voter Registration Database. To include laptop(s), training for poll book , insurance, and delivery fee, as well as supplies such as, but not limited to labels and printer;

(E) Provide and prepare all mail-in ballot supplies, including applications, paper ballots, envelopes and postage;

(F) Provide training for Judges/Clerks;

(G) Procure, provide, prepare, and distribute all necessary election supplies, including:
1) Ballots (preparation and distribution only);
2) Election kits and election paperwork;
3) Ballot boxes and voting booths

(H) Provide cages and covers, cage kit, to include, but not limited to surge protectors, tape, printer, headphones and scanner as well as supplies such as bags, aprons, clipboards, pens, pencils, rulers, magnifiers, inkpads, screen cloths, sanitizers and badges;

(I) Procure early voting polling places and election day polling places, as ordered;

(J) Prepare Writ of Election to election officers and notice of appointment to Presiding and Alternate judges, as required by law;

(K) Prepare, distribute, and publicize notice of election (Texas Election Code Section 4.003.a1) and early voting and election day schedules in newspaper;

(L) Notify the election judges of the date, time and place of the election;

(M)Procure and pay election judges and clerks for early voting and election day voting;

(N) Provide the general overall supervision of the Election and provide the advisory services in connection with the decisions to be made and the actions to be taken by the ENTITY;

(O) Procure and pay Ballot Board members ;

(P) Provide information for election officers;

(Q) Provide such incidental related services as may be necessary to conduct the election;

(R) Serve as the Early Voting Clerk;

(S) Establish a Central Counting Station for the purpose of tabulating ballots; and

(T) Tabulate election results in preparation for ENTITY's canvassing.

(U) Preserve locked ballot boxes containing voted ballots securely in a locked room for 60 days as required by Texas Election Code Section 66.058; after this period, the records will be returned to the ENTITY for the remainder of the preservation period.

2.02 The ENTITY shall be responsible for performing the following:

(A) Payment of all necessary election supplies as required by the COUNTY, including but not limited to ballots, election kits, mail-in ballot supplies, laptop rental, labels and combination forms;

(B) Pay the cost of judges and election workers for hourly pay submitted by the County Elections Administrator at the rate of $12.00 per hour for Election Judges and $10.10 per hour for Alternate Judges and Early Voting Clerks for both Early Voting and General Election and pay the cost for training of Judges and Clerks at the rate of $10.10 per hour per person.

(C) Reimburse the COUNTY for the cost for liability insurance coverage for election workers employed for both Early Voting and General Election;

(D) Canvass the Election results for the ENTITY'S governing body;

(E) Prepare and submit to the Secretary of State the Precinct by Precinct reports;

(F) As stated in Section 31.096 of the Texas Election Code, this Contract may not change: (1) the authority with whom applications of candidates for a place on a ballot are filed; (2) the authority with whom documents are filed under Title 15; or (3) the authority to serve as custodian of voted ballots or other election records, except that the contract may provide that the County Election Officer will be the custodian of voted ballots. Under this Contract, the Hidalgo County Elections Administrator shall be the custodian of voted ballots for 60 days as required by Texas Election Code Section 66.058;

(G) Reimburse the COUNTY for supplies required to transfer election records to the ENTITY after 60 days to be kept for the remainder of the preservation period;

(H) The ADMINISTRATOR shall be the agent of the ENTITY for the purposes of contracting with third parties with respect to the election expenses within the scope of the County Elections Administrator's duties;

(I) The COUNTY shall file copies of this Contract with the County Treasurer and the County Auditor; and

(J) Reimburse the COUNTY for any and all costs associated with recounts and/or election contests associated with the election;

(K) In accordance with Section 31.100(b) of the Texas Election Code, only actual expenses directly attributable to this Contract may be paid. The ADMINISTRATOR shall submit the actual costs for items contracted pursuant to the Contract with the ENTITY as soon as all invoices from third party vendors are received;

(L) Confirm and/or correct the boundaries of the political subdivision holding the election on a map provided by the County. Once confirmed and/or corrected, Entity certifies the veracity of the boundaries and geographical area that represents the Entity and the area subject to the election.

ARTICLE III
SCHEDULE FOR PERFORMANCE OF SERVICES

3.01. Specific services to be provided related to the general services identified in Article II shall be performed in accordance with the time requirements set out in the Texas Election Code.

ARTICLE IV
SERVICES NOT PROVIDED BY COUNTY

4.01. ADMINISTRATOR shall have no responsibility for insuring the passage of the appropriate Election Order by the ENTITY, publishing and (or) posting the Election Order as required by the Texas Election Code Section 3.004(3), or Texas Election Code 67.002(2) which is canvassing election results.

ARTICLE V
TERM

5.01. Except as hereinafter set out, the term of this Contract shall be from the time of execution until all items with respect to this Contract and the election held hereunder have been completed.

ARTICLE VI
COST OF SERVICE AND BILLING

In consideration for the services provided hereunder by ADMINISTRATOR, the ENTITY agrees to pay ADMINISTRATOR for the following costs of services:

6.01 iVotronic Voting Machines:

A. One base charge of $150.00 for Coding iVotronic ballot for voting machines, a $25 additional charge per additional ballot styles and a minimum of a $10 charge for Request Changes on Coded Ballot;
B. Base charge for Audio Setup of $300 for English/Spanish;
C. A $10.00 recording fee for Audio Files for each Contest and/or Office;
D. A $10.00 recording fee for Audio Files for each Proposition/Amendment/Charter/Instructions;
E. A $10.00 recording fee for Audio Files for each Candidate and/or Responses;
F. Cost of creating election media, such as, but not limited to Personal Electronic Ballot cartridges (PEB), compact flash cards, labels, bags, keys, etc.;
G. The amount of $150.00 leasing fee for <u>each</u> iVotronic and $150.00 leasing fee for each ADA iVotronic;

H. Cost of delivery and pick-up of iVotronics for Early Voting and Election Day to include fuel charge and mileage at COUNTY's cost;

I. The above described fees for each machine and coding fee shall be additionally charged for any Runoff Election.

6.02 Electronic Poll Book:

A. Database access at $100.00 per day;

B. Laptop rental, magnetic card swipes, bar code scanner, Dymo printers, insurance and delivery fee of $150.00 per location;

C. Printer label fee of $.03 per label (price subject to change);

D. Creation of separate Username and password for each polling location at $20.00 per location;

6.03 Fee for Early Voting and General Election Combination forms, maps and election kits. One-hundred sample ballots at no charge with additional sample ballots at twenty cents per copy; No charge for provisional bags, table tops if necessary, ballot box(es), custom signs and flags;

6.04 Reimbursement of ballot supplies, including applications, paper ballots, correspondence, envelopes and postage at COUNTY's cost;

6.05 Reimbursement fee for publications of all notices and newspaper advertisements, (if applicable);

6.06 Reimbursement of rental fees incurred for early voting polling places and Election Day polling places, as ordered;

6.07 Cost of judges and election workers for time worked to be submitted to the ENTITY by the ADMINISTRATOR. The ENTITY shall reimburse the COUNTY for the cost of payroll for election workers at $12.00 per hour for Election Judge, $10.10 per hour for Alternate Judge and Clerk(s); includes cost of payroll for training of Election Judge, Alternate Judge and Clerk(s) at $10.10 per hour per person;

6.08 Pay for the cost of the Ballot Board judge at $12.00 per hour and Ballot Board clerks at $10.10 per hour;

6.09 One copy of canvass report provided to ENTITY at no charge; each additional canvass report requested to be reimbursed by the ENTITY at COUNTY's cost;

6.10 Reimbursement to the COUNTY for the cost of liability insurance coverage as set by the County for all election workers employed for the elections;

6.11 Reimbursement to the COUNTY for the cost of the use of wireless cell phones at polling locations with the rate set by the wireless vendor at the time of usage which includes an additional per minute fee as charged by the vendor, a service charge of $10.00 per phone line and a Verizon base fee of $3.99 per phone line;

6.12 Billing:

A. The form of the invoice to be used in the billing by the COUNTY, including a good faith estimate of costs, is attached hereto as Exhibit A.

B. After the Election and as soon as practicable, and only after receiving final invoiced from 3rd party vendors, the ADMINISTRATOR shall prepare and send an itemized invoice with the actual costs of the Election to the ENTITY.

C. Full payment of the entire balance shall be made by the ENTITY within thirty (30) days of receipt of the invoice.

D. Payment shall be made by check payable to the Hidalgo County Elections Department.

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

Yvonne Ramón
Hidalgo County Elections Administrator
PO Box 659
Edinburg, Texas 78540

Mr. Ramon Segovia
City Manager
City of Palmview
400 W. Veterans Blvd.
Palmview, TX 78572

F. Any balances, if any remain after the payment of all costs of election bills, shall be the property of the ENTITY and returned to it.

ARTICLE VII

7.01 IF ANY OF THE ELECTION EQUIPMENT IS LOST, STOLEN, DESTROYED, OR DAMAGED, THE CITY, SCHOOL DISTRICT OR ENTITY WHO LEASED THE EQUIPMENT IS LIABLE FOR THE DAMAGE AND AGREES TO PAY THE ADMINISTRATOR THE COST OF THE REPLACEMENT OR REPAIR OF THE ELECTION EQUIPMENT SO LOST, STOLEN, DESTROYED OR DAMAGED.

ARTICLE VIII
GENERAL PROVISIONS

8.01. This Contract shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Hidalgo County, Texas.

8.02. In case any one or more of the provisions contained in this Contract shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision thereof, and this Contract shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

8.03. This Contract constitutes the sole and only agreement of the parties hereto and supersedes any prior understanding or written or oral agreement between the parties respecting the written subject matter.

8.04. No amendment, modification, or alteration of the term hereof shall be binding unless the same be in writing, dated subsequent to the date hereof and duly executed by the parties hereto.

SIGNED this _____ day of _____, 2015

APPROVAL COUNTY OF HIDALGO:

BY: _____
RAMON GARCIA
COUNTY JUDGE

ATTEST:

BY: _____
ARTURO GUAJARDO, JR.
COUNTY CLERK

CITY OF PALMVIEW
ENTITY

BY: _____

PRINT: RAMON SEGOVIA

TITLE: CITY MANAGER

ATTEST

BY: _____

PRINT: Bertha Garza

TITLE: City Secretary

ELECTIONS ADMINISTRATOR

BY: _____
YVONNE RAMÓN

APPROVED AS TO LEGAL FORM:

HIDALGO COUNTY
ASSISTANT CRIMINAL DISTRICT ATTORNEY

BY: _____
JOSEPHINE RAMIREZ SOLIS

2015 Hidalgo County Elections
Contract Estimate Calculator

EXHIBIT A

PLEASE NOTE THAT THIS TOOL IS FOR ESTIMATION PURPOSES ONLY.
PRICES ARE SUBJECT TO CHANGE AS DETERMINED BY FINAL INVOICE.

	ELECTION: City of Palmview Special-Propostion	DATE: November 3, 2015		
6.01	**Coding Services for iVotronic**	**Price**	**Quantity**	**Total**
A	Base Charge: Ballot Coding	**$150.00**	1	$150.00
A	Additional Ballot Style(s)	**$25.00**	0	$0.00
A	Request Change on Coding Ballot	**$10.00**	0	$0.00
B	Audio Files Set up Charge English/ Spanish	**$300.00**	1	$300.00
C	Audio Files (Per Contest/Office)	**$10.00**	0	$0.00
D	Audio Files (Per Propositions/ Amendments/ Charters/ Instructions)	**$10.00**	1	$10.00
E	Audio Files (Per Candidate/ Responses)	**$10.00**	2	$20.00
F	Election Media per Polling Location(s)	**$100.00**	3	$300.00
G	iVotronic Voting Machine(s)	**$150.00**	6	$900.00
G	ADA iVotronic Voting Machine(s)	**$150.00**	3	$450.00
H	Delivery/ Pick-up Fee (includes Mileage)	**$550.00**	1	$550.00
			Total iVotronic Coding Charges	**$2,680.00**
6.02	**Electronic Poll Book (VoteSafe)**	**Price**	**Quantity**	**Total**
A	Voter Registration Database Access (Per Day)	**$100.00**	13	$1,300.00
B	Laptop Rental (includes Bar Code Scanner/ Brother Printer)	**$150.00**	2	$300.00
C	Printer Labels (per vote)	**$0.03**	9544	$286.32
D	Username/Password - Per Polling Location	**$20.00**	3	$60.00
			Total Electronic Poll Book Charges	**$1,946.32**
6.03	**Supplies**	**Price**	**Quantity**	**Total**
	Early Voting Combination Forms	**$0.55**	100	$55.00
	Election Day Combination Forms	**$0.55**	100	$55.00
	Election Judge Kit for Early Voting	**$35.00**	1	$35.00
	Election Judge Kit for Election Day	**$35.00**	2	$70.00
	Polling Location Map(s)	**$17.00**	3	$51.00
	100 Sample ballots provided. Additional Copies of Sample Ballots @ $0.20 each.	**$0.20**	200	$40.00
			Total Supplies Charges	**$306.00**
6.04	**Mail & Ballot Service**	**Price**	**Quantity**	**Total**
	Mail-in-Ballot Applications	**$0.25**	150	$37.50
	Paper Ballots for Mail-in-Ballots and Provisionals	**$0.40**	375	$150.00
	Mail-in-Ballots Kit(s) per request	**$2.00**	150	$300.00
	Postage Mail-in-Ballots (per request)	**$0.61**	150	$91.50
	Correspondence Postage	**$0.49**	2	0.98
			Total Mail & Ballot Service Charges	**$579.98**
6.05	**Advertisements/Notices**	**Price**	**Quantity**	**Total**
	The Monitor newspaper	**$1,800.00**	1	$1,800.00
	Local newspaper		0	$0.00
			Total Advertisement/Notice Charges	**$1,800.00**
6.06	**Polling Location Rental Fees**	**Price**	**Quantity**	**Total**
			0	$0.00
			Total Polling Location Rental Charges	**$0.00**
6.07	***Payroll for Training and Election Poll Workers**	**Price**		**Total**
	Payroll for Early Voting Employees		**$6,941.00**	$3,470.50
	Payroll for Election Day Employees		**$1,622.00**	$811.00
			Total Payroll Charges	**$4,281.50**
6.08	**Payroll for Ballot Board**	**Price**	**Quantity**	**Total**
	Ballot Board	**$350.00**	1	$350.00
			Total Ballot Board Charges	**$350.00**
6.09	**Canvass Reports**	**Price**	**Quantity**	**Total**
	Canvass Report (One Certified Copy Included)	**$0.00**	1	$0.00
	Additional Canvass Reports	**TBD**	0	$0.00
			Total Canvass Report Charges	**$0.00**
6.10	**Insurance**	**Hourly rate**	**Workers**	**Hours wrk**	**Total**
	Liability insurance for Early Voting Supervisors	**$ 12.00**	1	132	$3.17
	(hourly rate X workers X hrs worked X 0.002)				
	Liability insurance for Early Voting Clerks	**$ 10.10**	4	528	$42.66
	(hourly rate X workers X hrs worked X 0.002)				
	Liability insurance for Election Day Presiding Judges	**$ 12.00**	2	30	$1.44
	(hourly rate X workers X hrs worked X 0.002)				
	Liability insurance for Election Day Alternate/Clerks	**$ 10.10**	8	120	$19.39
	(hourly rate X workers X hrs worked X 0.002)				
				Total Insurance Charges	**$66.66**
6.11	**Cell Phones**	**Price**	**Quantity**	**Total**
	Verizon Wireless phone (subject to change with out notice)	**$45.00**	2	$90.00
			Total Cell Phone Charges	**$90.00**
6.12			**Subtotal**	**$12,100.46**
			Administrative Fees (10%)	**$1,210.05**
	*Shared cost with County		**ESTIMATED GRAND TOTAL**	**$13,310.51**

AI-51859 **Elections Administration** **16. C.**

CC - REGULAR

Meeting Date: 10/27/2015

Submitted By: Amanda Valdez, ELECTIONS DEPT.

Department: ELECTIONS DEPT.

Information

CAPTION

1. Appointment of the Early Voting Ballot Board for the November 3, 2015 Constitutional Amendment Election.
2. Appointment of the Central Counting Station for the November 3, 2015 Constitutional Amendment Election.

BACKGROUND

Fiscal Impact

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

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

BUDGETARY IMPACT:

No fiscal impact

Attachments

Ballot Board Candidates
backup

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	10/19/2015 12:52 PM
Glinda Pacheco	Veronica Ortiz	10/22/2015 08:50 AM
Purchasing Department	Monica Badillo	10/23/2015 07:16 PM

Form Started By: Amanda Valdez Started On: 10/16/2015 02:07 PM

Final Approval Date: 10/23/2015

Ballot Board Nov 2015 Candidates

Republican Candidates

1. Cruz Quintana
2. Denny Church
3. Fern McClaugherty
4. Becky Hanshaw
5. Lucy Snearley
6. Kevin Ramsey
7. Pete Pranis
8. Kathy Ament
9. Sandra Cararas
10. Lily Quintana
11. Donita O'Donnell
12. Alethea Galke
13. Diane Trevino
14. Pablo Trevino
15. Patricia Obst
16. Mendi Brunsen
17. Hilda DeShazo
18. Melissa Beall Knerr
19. Cynthia Bebon
20. Sheri Matz
21. Curtis Galke
22. Charles Walton
23. Roy Martinez

Democratic Candidates

1. Kenna Giffin
2. Rosalie Wiesfeld
3. Alma Garcia
4. Leslie Gower
5. Copitzi Salinas
6. Elda Garcia
7. Daniel Guzman (County Employee)
8. Nathan Schwarz

16C

Hidalgo County Elections Department
November 3, 2015 Constitutional Amendment Election
Ballot Board Selection Form

Democratic Party Names:

1. Kenna Giffin
2. ~~Rosalie Weisfeld~~
3. Alma Garcia
4. Leslie Gower
5. Copitzi Salinas
6. Elda Garcia
7. Tomasa Belez
8. ~~Nathan Schwarz~~

Ballot Board Members

1. 1
2. 3
3. 4

Central Counting Station

1. 5
2. 6

Republican Party Names:

1. Cruz Quintana
2. Denny Church
3. Fern McClaugherty
4. Becky Hanshaw
5. Lucy Snearley
6. Kevin Ramsey
7. Pete Pranis
8. Kathy Ament
9. Sandra Cararas
10. Lily Quintana
11. Donita O'Donnell
12. Alethea Galke
13. Diane Trevino
14. Pablo Trevino
15. Patricia Obst
16. Mendi Brunsen
17. Hilda DeShazo
18. Melissa Beall Knerr
19. Cynthia Bebon
20. Sheri Matz
21. Curtis Galke
22. Charles Walton
23. Roy Martinez

Ballot Board Members

1. 1
2. 2
3. 3

Central Counting Station

1. 4
2. 17

Ballot Board Nov 2015 Candidates

16C

Republican Candidates

1. Cruz Quintana
2. Denny Church
3. Fern McClaugherty
4. Becky Hanshaw
5. Lucy Snearley
6. Kevin Ramsey
7. Pete Pranis
8. Kathy Ament
9. Sandra Cararas
10. Lily Quintana
11. Donita O'Donnell
12. Alethea Galke
13. Diane Trevino
14. Pablo Trevino
15. Patricia Obst
16. Mendi Brunsen
17. Hilda DeShazo
18. Melissa Beall Knerr
19. Cynthia Bebon
20. Sheri Matz
21. Curtis Galke
22. Charles Walton
23. Roy Martinez

Democratic Candidates

1. Kenna Giffin
2. Rosalie Wiesfeld
3. Alma Garcia
4. Leslie Gower
5. Copitzi Salinas
6. Elda Garcia
7. Tomasa Belez *REPLACES* Daniel Guzman (County Employee)
8. Nathan Schwarz

(2) for any other election, at a location designated by the authority appointing the clerk.

Early voting clerk, see Chapter 83, Subchapter A (Sec. 83.001 et seq.).

Sec. 81.005. Common or contract carrier. (a) A common or contract carrier may not be used to perform an act in accordance with this title unless the carrier:

(1) is a bona fide, for profit carrier, the primary business of which is transporting or delivering property for compensation and the business practices of which are reasonable and prudent according to the usual standards for the business in which it is engaged;

(2) routinely uses receipts that:

(A) permit the carrier to retrieve a receipt or information contained in a receipt;

(B) provide space for the name and residence address of a person who delivers a parcel to the carrier; and

(C) provide space for the date, time, and address at which parcels are received by the carrier; and

(3) complies with laws requiring the carrier to file an assumed name with each county in which the carrier receives or delivers parcels or with the secretary of state, as appropriate.

(b) A common or contract carrier may not be used to perform an act in accordance with this title if the carrier transports property as an incidental activity of a nontransportation business activity regardless of whether the carrier imposes a separate charge for the transportation.

Submitting application for mail ballot, see Sec. 84.007.

Returning marked ballot, see Sec. 86.006.

Definition of "residence address," see Sec. 1.005(17).

CHAPTER 82. ELIGIBILITY FOR EARLY VOTING

Sec. 82.001. Absence from county of residence
Sec. 82.002. Disability
Sec. 82.003. Age
Sec. 82.004. Confinement in jail
Sec. 82.005. Eligibility for early voting by personal appearance
Sec. 82.006. (Renumbered as Sec. 82.005)
Sec. 82.007. Participation in address confidentiality program

Sec. 82.001. Absence from county of residence. (a) Subject to Subsection (b), a qualified voter is eligible for early voting by mail if the voter expects to be absent from the county of the voter's residence on election day and during the regular hours for conducting early voting at the main early voting polling place for that part of the period for early voting by personal appearance remaining after the voter's early voting ballot application is submitted to the early voting clerk.

(b) If a voter's early voting ballot application is submitted on or after the first day of the period for early voting by personal appearance, the voter is ineligible for early voting by mail unless the voter is absent from the county when the application is submitted and satisfies the requirements prescribed by Subsection (a).

Definition of "qualified voter," see Sec. 11.002.

Main early voting polling place, see Sec. 85.002.

Sec. 82.002. Disability. (a) A qualified voter is eligible for early voting by mail if the voter has a sickness or physical condition that prevents the voter from appearing at the polling place on election day without a likelihood of needing personal assistance or of injuring the voter's health.

(b) Expected or likely confinement for childbirth on election day is sufficient cause to entitle a voter to vote under Subsection (a).

Definition of "qualified voter," see Sec. 11.002.

Sec. 82.003. Age. A qualified voter is eligible for early voting by mail if the voter is 65 years of age or older on election day.

Definition of "qualified voter," see Sec. 11.002. Eligibility to vote generally, see Sec. 11.001.

ELECTIONS DEPARTMENT
County Of Hidalgo

VOTE

TERESA R. NAVARRO
Elections Administrator

2007 MAR 20 11:12:10

HID... BUD...

Via facsimile

March 20, 2007

Mr. Ray Eufracio, Auditor
100 N. Closner
Hidalgo County Administration
Edinburg, Texas 78539

RE: Hidalgo County Employees appointed as Election Workers

Dear Mr. Eufracio:

The Hidalgo County Elections Department currently has a policy which does not allow city or school district employees to serve as workers, clerks or judges in elections that are managed by Hidalgo County.

I have decided that it is best to extend this policy to our own elections. Therefore, Hidalgo County employees will no longer be eligible to serve as workers, clerks or judges in Hidalgo County elections. The extension of this policy will apply to all Hidalgo County employees, whether the employee takes an unpaid leave of absence, vacation time or otherwise.

It is possible for Hidalgo County employees to be affected by the outcome of an election which involves public officials and so it makes sense to remove them from the election process.

By extending the policy, I am not implying that any Hidalgo County employee has committed any act of impropriety. I simply want to ensure that the election process here remains fair and transparent.

Countywide polling place, see Secs. 43.007, 85.002, 85.003, 85.061, 85.062, and 85.066.

School district required to excuse student from attending school for serving as election clerk, see Sec. 25.087, Education Code.

For secretary of state's explanation of Appointment Procedures for County Election Precinct Presiding and Alternate Judges, Election Clerks, Early Voting Ballot Board Members, Signature Verification Committee Members, and Central Counting Station Personnel, see Tex. Sec'y of State Election Advisory No. 2013-06.

Time served as student election clerk applied toward school project requirements or service requirements for academic course programs or extracurricular activities, see Sec. 33.092, Education Code.

Sec. 32.052. Ineligibility of public officer. (a) A person who holds an elective public office is ineligible to serve as an election judge or clerk in an election.

(b) For purposes of this section, a deputy or assistant serving under a public officer does not hold a public office.

Sec. 32.053. Ineligibility of candidate for office. (a) A person who is a candidate in an election for a contested public or party office is ineligible to serve, in an election to be held on the same day as that election, as an election judge or clerk in any precinct in which the office sought is to be voted on.

(b) This section does not apply to:

(1) a county clerk; or

(2) a precinct chair declared elected under Section 171.0221.

(c) In this section, "candidate" means a person who has taken affirmative action, as described by the law regulating political funds and campaigns, for the purpose of gaining nomination or election.

Examples of affirmative action, see Sec. 251.001(1).

Sec. 32.054. Ineligibility of employee or relative of candidate. (a) A person is ineligible to serve as an election judge or clerk in an election if the person is employed by or related within the second degree by consanguinity or affinity, as determined under Chapter 573, Government Code, to an opposed candidate for a public office or a party office in any precinct in which the office appears on the ballot. For purposes of this subsection, a candidate whose name appears on the ballot is not considered to be opposed by a write-in candidate other than a declared write-in candidate under Chapter 146.

(b) For purposes of this section, a person is employed by a candidate if:

(1) the candidate is an owner or officer of a business entity by which the person is employed;

(2) the candidate is an officer of a governmental department or agency by which the person is employed; or

(3) the person is under the candidate's supervision in public or private employment.

(c) In this section, "candidate" means a person who has taken affirmative action, as described by the law regulating political funds and campaigns, for the purpose of gaining nomination or election.

(d) Notwithstanding Subsection (b), a person employed by a county solely as an early voting clerk appointed under Chapter 83 is not employed by a candidate for purposes of this section.

Examples of affirmative action, see Sec. 251.001(1).

Degrees of relationship. Subchapter B, Chapter 573, Government Code, set out below, substitutes the civil law method of determining degrees of relationship for the previously used common law method.

SUBCHAPTER B. RELATIONSHIPS BY CONSANGUINITY OR BY AFFINITY

Sec. 573.021. Method of computing degree of relationship. The degree of a relationship is computed by the civil law method.

Sec. 573.022. Determination of consanguinity. (a) Two individuals are related to each other by consanguinity if:

(1) one is a descendant of the other; or

(2) they share a common ancestor.

(b) An adopted child is considered to be a child of the adoptive parent for this purpose.

Sec. 573.023. Computation of degree of consanguinity. (a) The degree of relationship by consanguinity between an individual and the individual's descendant is determined by the number of generations that separate them. A parent and child are related in the first degree, a grandparent and grandchild in the second degree, a great-grandparent and great-grandchild in the third degree and so on.

(b) If an individual and the individual's relative are related by consanguinity, but neither is descended from the other, the degree of relationship is determined by adding:

(1) the number of generations between the individual and the nearest common ancestor of the individual and the individual's relative; and

(2) the number of generations between the relative and the nearest common ancestor.

(c) An individual's relatives within the third degree by consanguinity are the individual's:

(1) parent or child (relatives in the first degree);

(2) brother, sister, grandparent, or grandchild (relatives in the second degree); and

(3) great-grandparent, great-grandchild, aunt who is a sister of a parent of the individual, uncle who is a brother of a parent of the individual, nephew who is a child of a brother or sister of the individual, or niece who is a child of a brother or sister of the individual (relatives in the third degree).

Sec. 573.024. Determination of affinity. (a) Two individuals are related to each other by affinity if:

(1) they are married to each other; or

(2) the spouse of one of the individuals is related by consanguinity to the other individual.

(b) The ending of a marriage by divorce or the death of a spouse ends relationships by affinity created by that marriage unless a child of that marriage is living, in which case the marriage is considered to continue as long as a child of that marriage lives.

(c) Subsection (b) applies to a member of the board of trustees of or an officer of a school district only until the youngest child of the marriage reaches the age of 21 years.

Sec. 573.025. Computation of degree of affinity. (a) A husband and wife are related to each other in the first degree by affinity. For other relationships by affinity, the degree of relationship is the same as the degree of the underlying relationship by consanguinity. For example: if two individuals are related to each other in the second degree by consanguinity, the spouse of one of the individuals is related to the other individual in the second degree by affinity.

(b) An individual's relatives within the third degree by affinity are:

(1) anyone related by consanguinity to the individual's spouse in one of the ways named in Section 573.023(c); and

(2) the spouse of anyone related to the individual by consanguinity in one of the ways named in Section 573.023(c).

Sec. 32.055. Ineligibility of campaign treasurer. (a) A person is ineligible to serve as an election judge or clerk in an election if the person is the campaign treasurer of a candidate in that election.

(b) In this section, "candidate" means a person who has taken affirmative action, as described by the law regulating political funds and campaigns, for the purpose of gaining nomination or election.

Examples of affirmative action, see Sec. 251.001(1).

Campaign treasurer, see Sec. 252.001 et seq.

Sec. 32.0551. Ineligibility of campaign manager. (a) A person is ineligible to serve as an election judge or clerk in an election if the person is a campaign manager of a candidate in that election.

(b) In this section:

(1) "Campaign manager" means:

(A) the person who directs, with or without compensation, the day-to-day operations of a candidate's election campaign; or

(B) each person who directs, with or without compensation, a substantial portion of the day-to-day operations of a candidate's election campaign if no single person performs that function.

(2) "Candidate" means a person who has taken affirmative action, as described by the law regulating political funds and campaigns, for the purpose of gaining nomination or election.

Examples of affirmative action, see Sec. 251.001(1).

Sec. 32.0552. Ineligibility of person convicted of election offense. A person is ineligible to serve as an election judge or clerk in an election if the person has been finally convicted of an offense in connection with conduct directly attributable to an election.

Sec. 32.056. City charter requirements. Eligibility requirements or grounds of ineligibility in addition to those prescribed by this subchapter may be prescribed by a home-rule city charter for election officers serving in elections ordered by an authority of the city.

Local preclearance under federal Voting Rights Act, see note under Preface.

SUBCHAPTER D. POWERS AND DUTIES

Sec. 32.071. General responsibility of presiding judge. The presiding judge is in charge of and responsible for the management and conduct of the election at the polling place of the election precinct that the judge serves.

Law enforcement duties and powers, see Sec. 32.075.

Designation of working hours and duties of clerks, see Sec. 32.072.

Administration of oaths, see Sec. 32.074.

Sec. 32.072. Duties and working hours of clerks. (a) The presiding judge shall designate the working hours of and assign the duties to be performed by the election clerks serving under the judge.

AI-51866 **Elections Administration** **16. D.**

CC - REGULAR

Meeting Date: 10/27/2015

Submitted By: Amanda Valdez,
ELECTIONS DEPT.

Department: ELECTIONS DEPT.

Information

CAPTION

Approval of Full Contract for Election Services between Hidalgo County and the City of Alamo for their election to be held on November 3, 2015

BACKGROUND

Two (2) originals of Contract for Election Services

Fiscal Impact

FISCAL YEAR: 2015 **ACCT. #:** 5-1100-126-30-000-000-0-000

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

BUDGETARY IMPACT:

All costs and applicable fees associated with the election services shall be paid by the entities requesting the services as outlined in the caption (reimbursement basis to the Elections Dept). As of 10-16-2015, the City of Alamo does not owe the Hidalgo County Elections Department any outstanding charges.

Attachments

Alamo Contract

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	10/19/2015 12:52 PM
Glinda Pacheco	Veronica Ortiz	10/22/2015 08:50 AM
Purchasing Department	Monica Badillo	10/23/2015 07:16 PM
Form Started By: Amanda Valdez		Started On: 10/16/2015 05:17 PM
Final Approval Date: 10/23/2015		

THE STATE OF TEXAS §
§ CONTRACT FOR ELECTION SERVICES
COUNTY OF HIDALGO §

This Contract is entered into by and between the HIDALGO COUNTY ELECTIONS ADMINISTRATOR, Yvonne Ramón, hereinafter referred to as "ADMINISTRATOR", on behalf of Hidalgo County, a political subdivision of the State of Texas, and the **CITY OF ALAMO**, hereinafter referred to as the "ENTITY", pursuant to Texas Election Code Section 31.092.

RECITALS

WHEREAS, the ENTITY, by appropriate action of its governing body acting in accordance with all applicable laws, has called an election to be held on **November 3, 2015**.

WHEREAS, pursuant to Section 31.092(a) of the Texas Election Code, the County Election Officer may contract with the governing body of a political subdivision situated wholly or partly in the county served by the officer to perform election services in any one or more elections ordered by an authority of the political subdivision; and

WHEREAS, pursuant to Section 31.091(1) of the Texas Election Code, the County Election Officer means the Elections Administrator for Hidalgo County; and

WHEREAS, the ENTITY is a political subdivision in Hidalgo County that desires the County to conduct and supervise the **November 3, 2015**, election of the ENTITY (the "Election"); and

WHEREAS, the ENTITY and the COUNTY, through the ADMINISTRATOR, desire to enter into a contract setting out the respective responsibilities of the parties; and

WHEREAS, the COUNTY agrees to perform election services for the ENTITY; and

WHEREAS, pursuant to Section 271.002(a) of the Texas Election Code that authorizes two or more political subdivisions to enter into an agreement to hold elections jointly in the election precincts that can be served by common polling places; and

WHEREAS, pursuant to Sections 271.003 (a) (b) the location of a common polling place may be used in a joint election, where the voters of a particular precinct or political subdivision may be served in a joint election by common polling places located outside the boundary of the precinct or political subdivision if the location can adequately and conveniently serve the affected voters and if it will facilitate the orderly conduct of the election.

WHEREAS, ADMINISTRATOR has provided costs for election services to be rendered by ADMINISTRATOR'S office pursuant to the terms of this Contract, which costs are set out in Article VI hereof; and

NOW, THEREFORE, the COUNTY, through the ADMINISTRATOR, and the ENTITY for good and valuable consideration, the adequacy and receipt of which is hereby acknowledged, do hereby agree to hold contract, covenant and agree as follows:

ARTICLE I
PURPOSE

1.01. The parties hereto have entered into this Contract for election services described in Article II to be provided to the ENTITY for its election to be held on **November 3, 2015**, and any Runoff, if applicable.

ARTICLE II
SERVICES

2.01. The COUNTY, through the ADMINISTRATOR, agrees to provide to the ENTITY the following:

(A) Procure, provide, prepare, code and distribute Direct Recording Electronic (DREs) voting systems and necessary election equipment, as well as an ADA voting system, and transport equipment to and from the polling locations, including early voting substations, for the ENTITY;

(B) Prepare and provide Direct Recording Electronic device training for election workers;

(C) Prepare and provide Logic and Accuracy testing on ENTITY's election ballot for every iVotronic voting machine to be utilized by ENTITY during early voting and election day;

(D) Procure, provide, prepare and code Electronic Poll Book(s) per polling location with the Voter Registration Database. To include laptop(s), training for poll book , insurance, and delivery fee, as well as supplies such as, but not limited to labels and printer;

(E) Provide and prepare all mail-in ballot supplies, including applications, paper ballots, envelopes and postage;

(F) Provide training for Judges/Clerks;

(G) Procure, provide, prepare, and distribute all necessary election supplies, including:
1) Ballots (preparation and distribution only);
2) Election kits and election paperwork;
3) Ballot boxes and voting booths

(H) Provide cages and covers, cage kit, to include, but not limited to surge protectors, tape, printer, headphones and scanner as well as supplies such as bags, aprons, clipboards, pens, pencils, rulers, magnifiers, inkpads, screen cloths, sanitizers and badges;

(I) Procure early voting polling places and election day polling places, as ordered;

(J) Prepare Writ of Election to election officers and notice of appointment to Presiding and Alternate judges, as required by law;

(K) Prepare, distribute, and publicize notice of election (Texas Election Code Section 4.003.a1) and early voting and election day schedules in newspaper;

(L) Notify the election judges of the date, time and place of the election;

(M)Procure and pay election judges and clerks for early voting and election day voting;

(N) Provide the general overall supervision of the Election and provide the advisory services in connection with the decisions to be made and the actions to be taken by the ENTITY;

(O) Procure and pay Ballot Board members ;

(P) Provide information for election officers;

(Q) Provide such incidental related services as may be necessary to conduct the election;

(R) Serve as the Early Voting Clerk;

(S) Establish a Central Counting Station for the purpose of tabulating ballots; and

(T) Tabulate election results in preparation for ENTITY's canvassing.

(U) Preserve locked ballot boxes containing voted ballots securely in a locked room for 60 days as required by Texas Election Code Section 66.058; after this period, the records will be returned to the ENTITY for the remainder of the preservation period.

2.02 The ENTITY shall be responsible for performing the following:

(A) Payment of all necessary election supplies as required by the COUNTY, including but not limited to ballots, election kits, mail-in ballot supplies, laptop rental, labels and combination forms;

(B) Pay the cost of judges and election workers for hourly pay submitted by the County Elections Administrator at the rate of $12.00 per hour for Election Judges and $10.10 per hour for Alternate Judges and Early Voting Clerks for both Early Voting and General Election and pay the cost for training of Judges and Clerks at the rate of $10.10 per hour per person.

(C) Reimburse the COUNTY for the cost for liability insurance coverage for election workers employed for both Early Voting and General Election;

(D) Canvass the Election results for the ENTITY'S governing body;

(E) Prepare and submit to the Secretary of State the Precinct by Precinct reports;

(F) As stated in Section 31.096 of the Texas Election Code, this Contract may not change: (1) the authority with whom applications of candidates for a place on a ballot are filed; (2) the authority with whom documents are filed under Title 15; or (3) the authority to serve as custodian of voted ballots or other election records, except that the contract may provide that the County Election Officer will be the custodian of voted ballots. Under this Contract, the Hidalgo County Elections Administrator shall be the custodian of voted ballots for 60 days as required by Texas Election Code Section 66.058;

(G) Reimburse the COUNTY for supplies required to transfer election records to the ENTITY after 60 days to be kept for the remainder of the preservation period;

(H) The ADMINISTRATOR shall be the agent of the ENTITY for the purposes of contracting with third parties with respect to the election expenses within the scope of the County Elections Administrator's duties;

(I) The COUNTY shall file copies of this Contract with the County Treasurer and the County Auditor; and

(J) Reimburse the COUNTY for any and all costs associated with recounts and/or election contests associated with the election;

(K) In accordance with Section 31.100(b) of the Texas Election Code, only actual expenses directly attributable to this Contract may be paid. The ADMINISTRATOR shall submit the actual costs for items contracted pursuant to the Contract with the ENTITY as soon as all invoices from third party vendors are received;

(L) Confirm and/or correct the boundaries of the political subdivision holding the election on a map provided by the County. Once confirmed and/or corrected, Entity certifies the veracity of the boundaries and geographical area that represents the Entity and the area subject to the election.

ARTICLE III
SCHEDULE FOR PERFORMANCE OF SERVICES

3.01. Specific services to be provided related to the general services identified in Article II shall be performed in accordance with the time requirements set out in the Texas Election Code.

ARTICLE IV
SERVICES NOT PROVIDED BY COUNTY

4.01. ADMINISTRATOR shall have no responsibility for insuring the passage of the appropriate Election Order by the ENTITY, publishing and (or) posting the Election Order as required by the Texas Election Code Section 3.004(3), or Texas Election Code 67.002(2) which is canvassing election results.

ARTICLE V
TERM

5.01. Except as hereinafter set out, the term of this Contract shall be from the time of execution until all items with respect to this Contract and the election held hereunder have been completed.

ARTICLE VI
COST OF SERVICE AND BILLING

In consideration for the services provided hereunder by ADMINISTRATOR, the ENTITY agrees to pay ADMINISTRATOR for the following costs of services:

6.01 iVotronic Voting Machines:

A. One base charge of $150.00 for Coding iVotronic ballot for voting machines, a $25 additional charge per additional ballot styles and a minimum of a $10 charge for Request Changes on Coded Ballot;
B. Base charge for Audio Setup of $300 for English/Spanish;
C. A $10.00 recording fee for Audio Files for each Contest and/or Office;
D. A $10.00 recording fee for Audio Files for each Proposition/Amendment/Charter/Instructions;
E. A $10.00 recording fee for Audio Files for each Candidate and/or Responses;
F. Cost of creating election media, such as, but not limited to Personal Electronic Ballot cartridges (PEB), compact flash cards, labels, bags, keys, etc.;
G. The amount of $150.00 leasing fee for <u>each</u> iVotronic and $150.00 leasing fee for each ADA iVotronic;

H. Cost of delivery and pick-up of iVotronics for Early Voting and Election Day to include fuel charge and mileage at COUNTY's cost;

I. The above described fees for each machine and coding fee shall be additionally charged for any Runoff Election.

6.02 Electronic Poll Book:

A. Database access at $100.00 per day;

B. Laptop rental, magnetic card swipes, bar code scanner, Dymo printers, insurance and delivery fee of $150.00 per location;

C. Printer label fee of $.03 per label (price subject to change);

D. Creation of separate Username and password for each polling location at $20.00 per location;

6.03 Fee for Early Voting and General Election Combination forms, maps and election kits. One-hundred sample ballots at no charge with additional sample ballots at twenty cents per copy; No charge for provisional bags, table tops if necessary, ballot box(es), custom signs and flags;

6.04 Reimbursement of ballot supplies, including applications, paper ballots, correspondence, envelopes and postage at COUNTY's cost;

6.05 Reimbursement fee for publications of all notices and newspaper advertisements, (if applicable);

6.06 Reimbursement of rental fees incurred for early voting polling places and Election Day polling places, as ordered;

6.07 Cost of judges and election workers for time worked to be submitted to the ENTITY by the ADMINISTRATOR. The ENTITY shall reimburse the COUNTY for the cost of payroll for election workers at $12.00 per hour for Election Judge, $10.10 per hour for Alternate Judge and Clerk(s); includes cost of payroll for training of Election Judge, Alternate Judge and Clerk(s) at $10.10 per hour per person;

6.08 Pay for the cost of the Ballot Board judge at $12.00 per hour and Ballot Board clerks at $10.10 per hour;

6.09 One copy of canvass report provided to ENTITY at no charge; each additional canvass report requested to be reimbursed by the ENTITY at COUNTY's cost;

6.10 Reimbursement to the COUNTY for the cost of liability insurance coverage as set by the County for all election workers employed for the elections;

6.11 Reimbursement to the COUNTY for the cost of the use of wireless cell phones at polling locations with the rate set by the wireless vendor at the time of usage which includes an additional per minute fee as charged by the vendor, a service charge of $10.00 per phone line and a Verizon base fee of $3.99 per phone line;

6.12 Billing:

A. The form of the invoice to be used in the billing by the COUNTY, including a good faith estimate of costs, is attached hereto as Exhibit A.

B. After the Election and as soon as practicable, and only after receiving final invoiced from 3rd party vendors, the ADMINISTRATOR shall prepare and send an itemized invoice with the actual costs of the Election to the ENTITY.

C. Full payment of the entire balance shall be made by the ENTITY within thirty (30) days of receipt of the invoice.

D. Payment shall be made by check payable to the Hidalgo County Elections Department.

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

Yvonne Ramón
Hidalgo County Elections Administrator
PO Box 659
Edinburg, Texas 78540

Ms. Margot Saenz
City Secretary
City of Alamo
420 N. Tower Rd.
Alamo, TX 78516

F. Any balances, if any remain after the payment of all costs of election bills, shall be the property of the ENTITY and returned to it.

ARTICLE VII

7.01 IF ANY OF THE ELECTION EQUIPMENT IS LOST, STOLEN, DESTROYED, OR DAMAGED, THE CITY, SCHOOL DISTRICT OR ENTITY WHO LEASED THE EQUIPMENT IS LIABLE FOR THE DAMAGE AND AGREES TO PAY THE ADMINISTRATOR THE COST OF THE REPLACEMENT OR REPAIR OF THE ELECTION EQUIPMENT SO LOST, STOLEN, DESTROYED OR DAMAGED.

ARTICLE VIII
GENERAL PROVISIONS

8.01. This Contract shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Hidalgo County, Texas.

8.02. In case any one or more of the provisions contained in this Contract shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision thereof, and this Contract shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

8.03. This Contract constitutes the sole and only agreement of the parties hereto and supersedes any prior understanding or written or oral agreement between the parties respecting the written subject matter.

8.04. No amendment, modification, or alteration of the term hereof shall be binding unless the same be in writing, dated subsequent to the date hereof and duly executed by the parties hereto.

SIGNED this _____ day of _____, 2015

APPROVAL COUNTY OF HIDALGO:

BY: _____
RAMON GARCIA
COUNTY JUDGE

ATTEST:

BY: _____
ARTURO GUAJARDO, JR.
COUNTY CLERK

ELECTIONS ADMINISTRATOR

BY: _____
YVONNE RAMÓN

CITY OF ALAMO
ENTITY

BY: _____

PRINT: DIANA MARTINEZ

TITLE: MAYOR

ATTEST

BY: _____

PRINT: _____

TITLE: _____

APPROVED AS TO LEGAL FORM:

HIDALGO COUNTY
ASSISTANT CRIMINAL DISTRICT ATTORNEY

BY: _____
JOSEPHINE RAMIREZ SOLIS

2015 Hidalgo County Elections
Contract Estimate Calculator

EXHIBIT A

PLEASE NOTE THAT THIS TOOL IS FOR ESTIMATION PURPOSES ONLY.
PRICES ARE SUBJECT TO CHANGE AS DETERMINED BY FINAL INVOICE.

ELECTION: City of Alamo Mayor, Commissioner Place 2 & 3 — **DATE: November 3, 2015**

6.01	**Coding Services for iVotronic**	**Price**	**Quantity**	**Total**
A	Base Charge: Ballot Coding	**$150.00**	1	$150.00
A	Additional Ballot Style(s)	**$25.00**	0	$0.00
A	Request Change on Coding Ballot	**$10.00**	0	$0.00
B	Audio Files Set up Charge English/ Spanish	**$300.00**	1	$300.00
C	Audio Files (Per Contest/Office)	**$10.00**	3	$30.00
D	Audio Files (Per Propositions/ Amendments/ Charters/ Instructions)	**$10.00**	0	$0.00
E	Audio Files (Per Candidate/ Responses)	**$10.00**	12	$120.00
F	Election Media per Polling Location(s)	**$100.00**	3	$300.00
G	iVotronic Voting Machine(s)	**$150.00**	8	$1,200.00
G	ADA iVotronic Voting Machine(s)	**$150.00**	3	$450.00
H	Delivery/ Pick-up Fee (includes Mileage)	**$550.00**	1	$550.00
			Total iVotronic Coding Charges	**$3,100.00**

6.02	**Electronic Poll Book (VoteSafe)**	**Price**	**Quantity**	**Total**
A	Voter Registration Database Access (Per Day)	**$100.00**	13	$1,300.00
B	Laptop Rental (includes Bar Code Scanner/ Brother Printer)	**$150.00**	2	$300.00
C	Printer Labels (7,597 per vote)	**$0.03**	15,194	$455.82
D	Username/Password - Per Polling Location	**$20.00**	3	$60.00
			Total Electronic Poll Book Charges	**$2,115.82**

6.03	**Supplies**	**Price**	**Quantity**	**Total**
	Early Voting Combination Forms	**$0.55**	160	$88.00
	Election Day Combination Forms	**$0.55**	160	$88.00
	Election Judge Kit for Early Voting	**$35.00**	1	$35.00
	Election Judge Kit for Election Day	**$35.00**	2	$70.00
	Polling Location Map(s)	**$17.00**	3	$51.00
	100 Sample ballots provided. Additional Copies of Sample Ballots @ $0.20 each.	**$0.20**	250	$50.00
			Total Supplies Charges	**$382.00**

6.04	**Mail & Ballot Service**	**Price**	**Quantity**	**Total**
	Mail-in-Ballot Applications	**$0.25**	300	$75.00
	Paper Ballots for Mail-in-Ballots and Provisionals	**$0.40**	750	$300.00
	Mail-in-Ballots Kit(s) per request	**$2.00**	150	$300.00
	Postage Mail-in-Ballots (per request)	**$0.61**	150	$91.50
	Correspondence Postage	**$0.49**	2	0.98
			Total Mail & Ballot Service Charges	**$767.48**

6.05	**Advertisements/Notices**	**Price**	**Quantity**	**Total**
	The Monitor newspaper	**$1,800.00**	1	$1,800.00
	Local newspaper		0	$0.00
			Total Advertisement/Notice Charges	**$1,800.00**

6.06	**Polling Location Rental Fees**	**Price**	**Quantity**	**Total**
			0	$0.00
			Total Polling Location Rental Charges	**$0.00**

6.07	***Payroll for Training and Election Poll Workers**	**Price**	**Total**
	Payroll for Early Voting Employees	**$6,941.80**	$3,470.90
	Payroll for Election Day Employees	**$1,622.00**	$811.00
		Total Payroll Charges	**$4,281.90**

6.08	**Payroll for Ballot Board**	**Price**	**Quantity**	**Total**
	Ballot Board	**$250.00**	1	$250.00
			Total Ballot Board Charges	**$250.00**

6.09	**Canvass Reports**	**Price**	**Quantity**	**Total**
	Canvass Report (One Certified Copy Included)	**$0.00**	1	$0.00
	Additional Canvass Reports	**TBD**	0	$0.00
			Total Canvass Report Charges	**$0.00**

6.10	**Insurance**	**Hourly rate**	**Workers**	**Hours wrk**	**Total**
	Liability insurance for Early Voting Supervisors	**$ 12.00**	1	132	$3.17
	(hourly rate X workers X hrs worked X 0.002)				
	Liability insurance for Early Voting Clerks	**$ 10.10**	4	528	$42.66
	(hourly rate X workers X hrs worked X 0.002)				
	Liability insurance for Election Day Presiding Judges	**$ 12.00**	2	30	$1.44
	(hourly rate X workers X hrs worked X 0.002)				
	Liability insurance for Election Day Alternate/Clerks	**$ 10.10**	8	120	$19.39
	(hourly rate X workers X hrs worked X 0.002)				
				Total Insurance Charges	**$66.66**

6.11	**Cell Phones**	**Price**	**Quantity**	**Total**
	Verizon Wireless phone (subject to change with out notice)	**$45.00**	2	$90.00
			Total Cell Phone Charges	**$90.00**

6.12	**Subtotal**	**$12,853.86**
	Administrative Fees (10%)	**$1,285.39**
***Shared cost with County**	**ESTIMATED GRAND TOTAL**	**$14,139.25**

AI-51872 **Elections Administration** **16. E.**

CC - REGULAR

Meeting Date: 10/27/2015

Submitted By: Amanda Valdez, ELECTIONS DEPT.

Department: ELECTIONS DEPT.

Information

CAPTION

Approval of Full Contract for Election Services between Hidalgo County and the City of Weslaco for their elections to be held on November 3, 2015

BACKGROUND

One (1) originals of Contract for Election Services

Fiscal Impact

FISCAL YEAR: 2015 **ACCT. #:** 5-1100-126-30-000-000-0-000

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

BUDGETARY IMPACT:

All costs and applicable fees associated with the election services shall be paid by the entities requesting the services as outlined in the caption (reimbursement basis to the Elections Dept). As of 10-16-2015, the City of Weslaco does not owe the Hidalgo County Elections Department any outstanding charges.

Attachments

Weslaco Contract

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	10/19/2015 12:55 PM
Glinda Pacheco	Veronica Ortiz	10/22/2015 08:52 AM
Purchasing Department	Monica Badillo	10/23/2015 07:16 PM
Form Started By: Amanda Valdez		Started On: 10/16/2015 05:38 PM
Final Approval Date: 10/23/2015		

THE STATE OF TEXAS §
§ CONTRACT FOR ELECTION SERVICES
COUNTY OF HIDALGO §

This Contract is entered into by and between the HIDALGO COUNTY ELECTIONS ADMINISTRATOR, Yvonne Ramón, hereinafter referred to as "ADMINISTRATOR", on behalf of Hidalgo County, a political subdivision of the State of Texas, and the **CITY OF WESLACO**, hereinafter referred to as the "ENTITY", pursuant to Texas Election Code Section 31.092.

RECITALS

WHEREAS, the ENTITY, by appropriate action of its governing body acting in accordance with all applicable laws, has called an election to be held on **November 3, 2015**.

WHEREAS, pursuant to Section 31.092(a) of the Texas Election Code, the County Election Officer may contract with the governing body of a political subdivision situated wholly or partly in the county served by the officer to perform election services in any one or more elections ordered by an authority of the political subdivision; and

WHEREAS, pursuant to Section 31.091(1) of the Texas Election Code, the County Election Officer means the Elections Administrator for Hidalgo County; and

WHEREAS, the ENTITY is a political subdivision in Hidalgo County that desires the County to conduct and supervise the **November 3, 2015**, election of the ENTITY (the "Election"); and

WHEREAS, the ENTITY and the COUNTY, through the ADMINISTRATOR, desire to enter into a contract setting out the respective responsibilities of the parties; and

WHEREAS, the COUNTY agrees to perform election services for the ENTITY; and

WHEREAS, pursuant to Section 271.002(a) of the Texas Election Code that authorizes two or more political subdivisions to enter into an agreement to hold elections jointly in the election precincts that can be served by common polling places; and

WHEREAS, pursuant to Sections 271.003 (a) (b) the location of a common polling place may be used in a joint election, where the voters of a particular precinct or political subdivision may be served in a joint election by common polling places located outside the boundary of the precinct or political subdivision if the location can adequately and conveniently serve the affected voters and if it will facilitate the orderly conduct of the election.

WHEREAS, ADMINISTRATOR has provided costs for election services to be rendered by ADMINISTRATOR'S office pursuant to the terms of this Contract, which costs are set out in Article VI hereof; and

NOW, THEREFORE, the COUNTY, through the ADMINISTRATOR, and the ENTITY for good and valuable consideration, the adequacy and receipt of which is hereby acknowledged, do hereby agree to hold contract, covenant and agree as follows:

ARTICLE I
PURPOSE

1.01. The parties hereto have entered into this Contract for election services described in Article II to be provided to the ENTITY for its General and Special election to be held on **November 3, 2015**, and any Runoff, if applicable.

ARTICLE II
SERVICES

2.01. The COUNTY, through the ADMINISTRATOR, agrees to provide to the ENTITY the following:

(A) Procure, provide, prepare, code and distribute Direct Recording Electronic (DREs) voting systems and necessary election equipment, as well as an ADA voting system, and transport equipment to and from the polling locations, including early voting substations, for the ENTITY;

(B) Prepare and provide Direct Recording Electronic device training for election workers;

(C) Prepare and provide Logic and Accuracy testing on ENTITY's election ballot for every iVotronic voting machine to be utilized by ENTITY during early voting and election day;

(D) Procure, provide, prepare and code Electronic Poll Book(s) per polling location with the Voter Registration Database. To include laptop(s), training for poll book , insurance, and delivery fee, as well as supplies such as, but not limited to labels and printer;

(E) Provide and prepare all mail-in ballot supplies, including applications, paper ballots, envelopes and postage;

(F) Provide training for Judges/Clerks;

(G) Procure, provide, prepare, and distribute all necessary election supplies, including:
1) Ballots (preparation and distribution only);
2) Election kits and election paperwork;
3) Ballot boxes and voting booths

(H) Provide cages and covers, cage kit, to include, but not limited to surge protectors, tape, printer, headphones and scanner as well as supplies such as bags, aprons, clipboards, pens, pencils, rulers, magnifiers, inkpads, screen cloths, sanitizers and badges;

(I) Procure early voting polling places and election day polling places, as ordered;

(J) Prepare Writ of Election to election officers and notice of appointment to Presiding and Alternate judges, as required by law;

(K) Prepare, distribute, and publicize notice of election (Texas Election Code Section 4.003.a1) and early voting and election day schedules in newspaper;

(L) Notify the election judges of the date, time and place of the election;

(M)Procure and pay election judges and clerks for early voting and election day voting;

(N) Provide the general overall supervision of the Election and provide the advisory services in connection with the decisions to be made and the actions to be taken by the ENTITY;

(O) Procure and pay Ballot Board members ;

(P) Provide information for election officers;

(Q) Provide such incidental related services as may be necessary to conduct the election;

(R) Serve as the Early Voting Clerk;

(S) Establish a Central Counting Station for the purpose of tabulating ballots; and

(T) Tabulate election results in preparation for ENTITY's canvassing.

(U) Preserve locked ballot boxes containing voted ballots securely in a locked room for 60 days as required by Texas Election Code Section 66.058; after this period, the records will be returned to the ENTITY for the remainder of the preservation period.

2.02 The ENTITY shall be responsible for performing the following:

(A) Payment of all necessary election supplies as required by the COUNTY, including but not limited to ballots, election kits, mail-in ballot supplies, laptop rental, labels and combination forms;

(B) Pay the cost of judges and election workers for hourly pay submitted by the County Elections Administrator at the rate of $12.00 per hour for Election Judges and $10.10 per hour for Alternate Judges and Early Voting Clerks for both Early Voting and General Election and pay the cost for training of Judges and Clerks at the rate of $10.10 per hour per person.

(C) Reimburse the COUNTY for the cost for liability insurance coverage for election workers employed for both Early Voting and General Election;

(D) Canvass the Election results for the ENTITY'S governing body;

(E) Prepare and submit to the Secretary of State the Precinct by Precinct reports;

(F) As stated in Section 31.096 of the Texas Election Code, this Contract may not change: (1) the authority with whom applications of candidates for a place on a ballot are filed; (2) the authority with whom documents are filed under Title 15; or (3) the authority to serve as custodian of voted ballots or other election records, except that the contract may provide that the County Election Officer will be the custodian of voted ballots. Under this Contract, the Hidalgo County Elections Administrator shall be the custodian of voted ballots for 60 days as required by Texas Election Code Section 66.058;

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(H) The ADMINISTRATOR shall be the agent of the ENTITY for the purposes of contracting with third parties with respect to the election expenses within the scope of the County Elections Administrator's duties;

(I) The COUNTY shall file copies of this Contract with the County Treasurer and the County Auditor; and

(J) Reimburse the COUNTY for any and all costs associated with recounts and/or election contests associated with the election;

(K) In accordance with Section 31.100(b) of the Texas Election Code, only actual expenses directly attributable to this Contract may be paid. The ADMINISTRATOR shall submit the actual costs for items contracted pursuant to the Contract with the ENTITY as soon as all invoices from third party vendors are received;

(L) Confirm and/or correct the boundaries of the political subdivision holding the election on a map provided by the County. Once confirmed and/or corrected, Entity certifies the veracity of the boundaries and geographical area that represents the Entity and the area subject to the election.

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SERVICES NOT PROVIDED BY COUNTY

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5.01. Except as hereinafter set out, the term of this Contract shall be from the time of execution until all items with respect to this Contract and the election held hereunder have been completed.

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A. One base charge of $150.00 for Coding iVotronic ballot for voting machines, a $25 additional charge per additional ballot styles and a minimum of a $10 charge for Request Changes on Coded Ballot;
B. Base charge for Audio Setup of $300 for English/Spanish;
C. A $10.00 recording fee for Audio Files for each Contest and/or Office;
D. A $10.00 recording fee for Audio Files for each Proposition/Amendment/Charter/Instructions;
E. A $10.00 recording fee for Audio Files for each Candidate and/or Responses;
F. Cost of creating election media, such as, but not limited to Personal Electronic Ballot cartridges (PEB), compact flash cards, labels, bags, keys, etc.;
G. The amount of $150.00 leasing fee for each iVotronic and $150.00 leasing fee for each ADA

iVotronic;

H. Cost of delivery and pick-up of iVotronics for Early Voting and Election Day to include fuel charge and mileage at COUNTY's cost;

I. The above described fees for each machine and coding fee shall be additionally charged for any Runoff Election.

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A. Database access at $100.00 per day;

B. Laptop rental, magnetic card swipes, bar code scanner, Dymo printers, insurance and delivery fee of $150.00 per location;

C. Printer label fee of $.03 per label (price subject to change);

D. Creation of separate Username and password for each polling location at $20.00 per location;

6.03 Fee for Early Voting and General Election Combination forms, maps and election kits. One-hundred sample ballots at no charge with additional sample ballots at twenty cents per copy; No charge for provisional bags, table tops if necessary, ballot box(es), custom signs and flags;

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6.06 Reimbursement of rental fees incurred for early voting polling places and Election Day polling places, as ordered;

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6.09 One copy of canvass report provided to ENTITY at no charge; each additional canvass report requested to be reimbursed by the ENTITY at COUNTY's cost;

6.10 Reimbursement to the COUNTY for the cost of liability insurance coverage as set by the County for all election workers employed for the elections;

6.11 Reimbursement to the COUNTY for the cost of the use of wireless cell phones at polling locations with the rate set by the wireless vendor at the time of usage which includes an additional per minute fee as charged by the vendor, a service charge of $10.00 per phone line and a Verizon base fee of $3.99 per phone line;

6.12 Billing:

A. The form of the invoice to be used in the billing by the COUNTY, including a good faith estimate of costs, is attached hereto as Exhibit A.

B. After the Election and as soon as practicable, and only after receiving final invoiced from 3rd party

vendors, the ADMINISTRATOR shall prepare and send an itemized invoice with the actual costs of the Election to the ENTITY.

C. Full payment of the entire balance shall be made by the ENTITY within thirty (30) days of receipt of the invoice.

D. Payment shall be made by check payable to the Hidalgo County Elections Department.

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

Yvonne Ramón
Hidalgo County Elections Administrator
PO Box 659
Edinburg, Texas 78540

Ms. Elizabeth Walker
City Secretary
City of Weslaco
255 South Kansas Ave.
Weslaco, TX 78596

F. Any balances, if any remain after the payment of all costs of election bills, shall be the property of the ENTITY and returned to it.

ARTICLE VII

7.01 IF ANY OF THE ELECTION EQUIPMENT IS LOST, STOLEN, DESTROYED, OR DAMAGED, THE CITY, SCHOOL DISTRICT OR ENTITY WHO LEASED THE EQUIPMENT IS LIABLE FOR THE DAMAGE AND AGREES TO PAY THE ADMINISTRATOR THE COST OF THE REPLACEMENT OR REPAIR OF THE ELECTION EQUIPMENT SO LOST, STOLEN, DESTROYED OR DAMAGED.

ARTICLE VIII
GENERAL PROVISIONS

8.01. This Contract shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Hidalgo County, Texas.

8.02. In case any one or more of the provisions contained in this Contract shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision thereof, and this Contract shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

8.03. This Contract constitutes the sole and only agreement of the parties hereto and supersedes any prior understanding or written or oral agreement between the parties respecting the written subject matter.

8.04. No amendment, modification, or alteration of the term hereof shall be binding unless the same be in writing, dated subsequent to the date hereof and duly executed by the parties hereto.

SIGNED this _____ day of _____, 2015

APPROVAL COUNTY OF HIDALGO:

BY:_____
RAMON GARCIA
COUNTY JUDGE

ATTEST:

BY:_____
ARTURO GUAJARDO, JR.
COUNTY CLERK

ELECTIONS ADMINISTRATOR

BY:_____
YVONNE RAMÓN

CITY OF WESLACO
ENTITY

BY:_____

PRINT: DAVID SUAREZ

TITLE: MAYOR

ATTEST:

BY:_____ WCC 10/06/15

PRINT: Elizabeth Walker

TITLE: City Secretary

Frank Garza, City Attorney

APPROVED AS TO LEGAL FORM:

HIDALGO COUNTY
ASSISTANT CRIMINAL DISTRICT ATTORNEY

BY:_____
JOSEPHINE RAMIREZ SOLIS

2015 Hidalgo County Elections
Contract Estimate Calculator

EXHIBIT A

PLEASE NOTE THAT THIS TOOL IS FOR ESTIMATION PURPOSES ONLY.
PRICES ARE SUBJECT TO CHANGE AS DETERMINED BY FINAL INVOICE.

ELECTION: City of Weslaco
District Commissioners 1 & 4
Special District #5
DATE: November 3, 2015

6.01	Coding Services for iVotronic	Price	Quantity	Total
A	Base Charge: Ballot Coding	$150.00	2	$300.00
A	Additional Ballot Style(s)	$25.00	0	$0.00
A	Request Change on Coding Ballot	$10.00	0	$0.00
B	Audio Files Set up Charge English/ Spanish	$300.00	2	$600.00
C	Audio Files (Per Contest/Office)	$10.00	1	$10.00
D	Audio Files (Per Propositions/ Amendments/ Charters/ Instructions)	$10.00	0	$0.00
E	Audio Files (Per Candidate/ Responses)	$10.00	10	$100.00
F	Election Media per Polling Location(s)	$100.00	2	$200.00
G	iVotronic Voting Machine(s)	$150.00	7	$1,050.00
G	ADA iVotronic Voting Machine(s)	$150.00	4	$600.00
H	Delivery/ Pick-up Fee (includes Mileage)	$550.00	1	$550.00
			Total iVotronic Coding Charges	$3,410.00

6.02	Electronic Poll Book (VoteSafe)	Price	Quantity	Total
A	Voter Registration Database Access (Per Day)	$100.00	13	$1,300.00
B	Laptop Rental (includes Bar Code Scanner/ Brother Printer)	$150.00	2	$300.00
C	Printer Labels (8,988 per vote)	$0.03	17,976	$539.28
D	Username/Password - Per Polling Location	$20.00	2	$40.00
			Total Electronic Poll Book Charges	$2,179.28

6.03	Supplies	Price	Quantity	Total
	Early Voting Combination Forms	$0.55	200	$110.00
	Election Day Combination Forms	$0.55	200	$110.00
	Election Judge Kit for Early Voting	$35.00	2	$70.00
	Election Judge Kit for Election Day	$35.00	2	$70.00
	Polling Location Map(s)	$17.00	4	$68.00
	100 Sample ballots provided. Additional Copies of Sample Ballots @ $0.20 each.	$0.20	400	$80.00
			Total Supplies Charges	$508.00

6.04	Mail & Ballot Service	Price	Quantity	Total
	Mail-in-Ballot Applications	$0.25	400	$100.00
	Paper Ballots for Mail-in-Ballots and Provisionals	$0.40	400	$160.00
	Mail-in-Ballots Kit(s) per request	$2.00	400	$800.00
	Postage Mail-in-Ballots (per request)	$0.61	400	$244.00
	Correspondence Postage	$0.49	1	0.49
			Total Mail & Ballot Service Charges	$1,304.49

6.05	Advertisements/Notices	Price	Quantity	Total
	The Monitor newspaper	$1,800.00	1	$1,800.00
	Local newspaper		0	$0.00
			Total Advertisement/Notice Charges	$1,800.00

6.06	Polling Location Rental Fees	Price	Quantity	Total
			0	$0.00
			Total Polling Location Rental Charges	$0.00

6.07	*Payroll for Training and Election Poll Workers		Price	Total
	Payroll for Early Voting Employees		$13,883.60	$6,941.80
	Payroll for Election Day Employees		$1,622.60	$811.30
			Total Payroll Charges	$7,753.10

6.08	Payroll for Ballot Board	Price	Quantity	Total
	Ballot Board	$250.00	1	$250.00
			Total Ballot Board Charges	$250.00

6.09	Canvass Reports	Price	Quantity	Total
	Canvass Report (One Certified Copy Included)	$0.00	1	$0.00
	Additional Canvass Reports	TBD	0	$0.00
			Total Canvass Report Charges	$0.00

6.10	Insurance	Hourly rate	Workers	Hours wrk	Total
	Liability insurance for Early Voting Supervisors	$ 12.00	2	264	$12.67
	(hourly rate X workers X hrs worked X 0.002)				
	Liability insurance for Early Voting Clerks	$ 10.10	8	1056	$170.65
	(hourly rate X workers X hrs worked X 0.002)				
	Liability insurance for Election Day Presiding Judges	$ 12.00	2	30	$1.44
	(hourly rate X workers X hrs worked X 0.002)				
	Liability insurance for Election Day Alternate/Clerks	$ 10.10	8	120	$19.39
	(hourly rate X workers X hrs worked X 0.002)				
				Total Insurance Charges	$204.15

6.11	Cell Phones	Price	Quantity	Total
	Verizon Wireless phone (subject to change with out notice)	$45.00	1	$45.00
			Total Cell Phone Charges	$45.00

6.12	Subtotal	$3,454.12
	Administrative Fees (10%)	$1,745.40
Share cost with County	ESTIMATED GRAND TOTAL	$19,199.41

AI-51869 **Elections Administration** **16. F.**

CC - REGULAR

Meeting Date: 10/27/2015

Submitted By: Amanda Valdez,
ELECTIONS DEPT.

Department: ELECTIONS DEPT.

Information

CAPTION

Approval of Full Contract for Election Services between Hidalgo County and the City of La Joya for their election to be held on November 3, 2015

BACKGROUND

One (1) original of Contract for Election Services

Fiscal Impact

FISCAL YEAR: 2015 **ACCT. #:** 5-1100-126-30-000-000-0-000

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

BUDGETARY IMPACT:

All costs and applicable fees associated with the election services shall be paid by the entities requesting the services as outlined in the caption (reimbursement basis to the Elections Dept). As of 10-16-2015, the City of La Joya does not owe the Hidalgo County Elections Department any outstanding charges.

Attachments

La Joya Contract

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	10/19/2015 12:53 PM
Glinda Pacheco	Veronica Ortiz	10/22/2015 08:51 AM
Purchasing Department	Monica Badillo	10/23/2015 07:16 PM
Form Started By: Amanda Valdez		Started On: 10/16/2015 05:30 PM
Final Approval Date: 10/23/2015		

THE STATE OF TEXAS §
§ CONTRACT FOR ELECTION SERVICES
COUNTY OF HIDALGO §

This Contract is entered into by and between the HIDALGO COUNTY ELECTIONS ADMINISTRATOR, Yvonne Ramón, hereinafter referred to as "ADMINISTRATOR", on behalf of Hidalgo County, a political subdivision of the State of Texas, and the **CITY OF LA JOYA**, hereinafter referred to as the "ENTITY", pursuant to Texas Election Code Section 31.092.

RECITALS

WHEREAS, the ENTITY, by appropriate action of its governing body acting in accordance with all applicable laws, has called an election to be held on **November 3, 2015**.

WHEREAS, pursuant to Section 31.092(a) of the Texas Election Code, the County Election Officer may contract with the governing body of a political subdivision situated wholly or partly in the county served by the officer to perform election services in any one or more elections ordered by an authority of the political subdivision; and

WHEREAS, pursuant to Section 31.091(1) of the Texas Election Code, the County Election Officer means the Elections Administrator for Hidalgo County; and

WHEREAS, the ENTITY is a political subdivision in Hidalgo County that desires the County to conduct and supervise the **November 3, 2015**, election of the ENTITY (the "Election"); and

WHEREAS, the ENTITY and the COUNTY, through the ADMINISTRATOR, desire to enter into a contract setting out the respective responsibilities of the parties; and

WHEREAS, the COUNTY agrees to perform election services for the ENTITY; and

WHEREAS, pursuant to Section 271.002(a) of the Texas Election Code that authorizes two or more political subdivisions to enter into an agreement to hold elections jointly in the election precincts that can be served by common polling places; and

WHEREAS, pursuant to Sections 271.003 (a) (b) the location of a common polling place may be used in a joint election, where the voters of a particular precinct or political subdivision may be served in a joint election by common polling places located outside the boundary of the precinct or political subdivision if the location can adequately and conveniently serve the affected voters and if it will facilitate the orderly conduct of the election.

WHEREAS, ADMINISTRATOR has provided costs for election services to be rendered by ADMINISTRATOR'S office pursuant to the terms of this Contract, which costs are set out in Article VI hereof; and

NOW, THEREFORE, the COUNTY, through the ADMINISTRATOR, and the ENTITY for good and valuable consideration, the adequacy and receipt of which is hereby acknowledged, do hereby agree to hold contract, covenant and agree as follows:

ARTICLE I
PURPOSE

1.01. The parties hereto have entered into this Contract for election services described in Article II to be provided to the ENTITY for its election to be held on **November 3, 2015**, and any Runoff, if applicable.

ARTICLE II
SERVICES

2.01. The COUNTY, through the ADMINISTRATOR, agrees to provide to the ENTITY the following:

(A) Procure, provide, prepare, code and distribute Direct Recording Electronic (DREs) voting systems and necessary election equipment, as well as an ADA voting system, and transport equipment to and from the polling locations, including early voting substations, for the ENTITY;

(B) Prepare and provide Direct Recording Electronic device training for election workers;

(C) Prepare and provide Logic and Accuracy testing on ENTITY's election ballot for every iVotronic voting machine to be utilized by ENTITY during early voting and election day;

(D) Procure, provide, prepare and code Electronic Poll Book(s) per polling location with the Voter Registration Database. To include laptop(s), training for poll book , insurance, and delivery fee, as well as supplies such as, but not limited to labels and printer;

(E) Provide and prepare all mail-in ballot supplies, including applications, paper ballots, envelopes and postage;

(F) Provide training for Judges/Clerks;

(G) Procure, provide, prepare, and distribute all necessary election supplies, including:
1) Ballots (preparation and distribution only);
2) Election kits and election paperwork;
3) Ballot boxes and voting booths

(H) Provide cages and covers, cage kit, to include, but not limited to surge protectors, tape, printer, headphones and scanner as well as supplies such as bags, aprons, clipboards, pens, pencils, rulers, magnifiers, inkpads, screen cloths, sanitizers and badges;

(I) Procure early voting polling places and election day polling places, as ordered;

(J) Prepare Writ of Election to election officers and notice of appointment to Presiding and Alternate judges, as required by law;

(K) Prepare, distribute, and publicize notice of election (Texas Election Code Section 4.003.a1) and early voting and election day schedules in newspaper;

(L) Notify the election judges of the date, time and place of the election;

(M)Procure and pay election judges and clerks for early voting and election day voting;

(N) Provide the general overall supervision of the Election and provide the advisory services in connection with the decisions to be made and the actions to be taken by the ENTITY;

(O) Procure and pay Ballot Board members ;

(P) Provide information for election officers;

(Q) Provide such incidental related services as may be necessary to conduct the election;

(R) Serve as the Early Voting Clerk;

(S) Establish a Central Counting Station for the purpose of tabulating ballots; and

(T) Tabulate election results in preparation for ENTITY's canvassing.

(U) Preserve locked ballot boxes containing voted ballots securely in a locked room for 60 days as required by Texas Election Code Section 66.058; after this period, the records will be returned to the ENTITY for the remainder of the preservation period.

2.02 The ENTITY shall be responsible for performing the following:

(A) Payment of all necessary election supplies as required by the COUNTY, including but not limited to ballots, election kits, mail-in ballot supplies, laptop rental, labels and combination forms;

(B) Pay the cost of judges and election workers for hourly pay submitted by the County Elections Administrator at the rate of $12.00 per hour for Election Judges and $10.10 per hour for Alternate Judges and Early Voting Clerks for both Early Voting and General Election and pay the cost for training of Judges and Clerks at the rate of $10.10 per hour per person.

(C) Reimburse the COUNTY for the cost for liability insurance coverage for election workers employed for both Early Voting and General Election;

(D) Canvass the Election results for the ENTITY'S governing body;

(E) Prepare and submit to the Secretary of State the Precinct by Precinct reports;

(F) As stated in Section 31.096 of the Texas Election Code, this Contract may not change: (1) the authority with whom applications of candidates for a place on a ballot are filed; (2) the authority with whom documents are filed under Title 15; or (3) the authority to serve as custodian of voted ballots or other election records, except that the contract may provide that the County Election Officer will be the custodian of voted ballots. Under this Contract, the Hidalgo County Elections Administrator shall be the custodian of voted ballots for 60 days as required by Texas Election Code Section 66.058;

(G) Reimburse the COUNTY for supplies required to transfer election records to the ENTITY after 60 days to be kept for the remainder of the preservation period;

(H) The ADMINISTRATOR shall be the agent of the ENTITY for the purposes of contracting with third parties with respect to the election expenses within the scope of the County Elections Administrator's duties;

(I) The COUNTY shall file copies of this Contract with the County Treasurer and the County Auditor; and

(J) Reimburse the COUNTY for any and all costs associated with recounts and/or election contests associated with the election;

(K) In accordance with Section 31.100(b) of the Texas Election Code, only actual expenses directly attributable to this Contract may be paid. The ADMINISTRATOR shall submit the actual costs for items contracted pursuant to the Contract with the ENTITY as soon as all invoices from third party vendors are received;

(L) Confirm and/or correct the boundaries of the political subdivision holding the election on a map provided by the County. Once confirmed and/or corrected, Entity certifies the veracity of the boundaries and geographical area that represents the Entity and the area subject to the election.

ARTICLE III
SCHEDULE FOR PERFORMANCE OF SERVICES

3.01. Specific services to be provided related to the general services identified in Article II shall be performed in accordance with the time requirements set out in the Texas Election Code.

ARTICLE IV
SERVICES NOT PROVIDED BY COUNTY

4.01. ADMINISTRATOR shall have no responsibility for insuring the passage of the appropriate Election Order by the ENTITY, publishing and (or) posting the Election Order as required by the Texas Election Code Section 3.004(3), or Texas Election Code 67.002(2) which is canvassing election results.

ARTICLE V
TERM

5.01. Except as hereinafter set out, the term of this Contract shall be from the time of execution until all items with respect to this Contract and the election held hereunder have been completed.

ARTICLE VI
COST OF SERVICE AND BILLING

In consideration for the services provided hereunder by ADMINISTRATOR, the ENTITY agrees to pay ADMINISTRATOR for the following costs of services:

6.01 iVotronic Voting Machines:

A. One base charge of $150.00 for Coding iVotronic ballot for voting machines, a $25 additional charge per additional ballot styles and a minimum of a $10 charge for Request Changes on Coded Ballot;
B. Base charge for Audio Setup of $300 for English/Spanish;
C. A $10.00 recording fee for Audio Files for each Contest and/or Office;
D. A $10.00 recording fee for Audio Files for each Proposition/Amendment/Charter/Instructions;
E. A $10.00 recording fee for Audio Files for each Candidate and/or Responses;
F. Cost of creating election media, such as, but not limited to Personal Electronic Ballot cartridges (PEB), compact flash cards, labels, bags, keys, etc.;
G. The amount of $150.00 leasing fee for <u>each</u> iVotronic and $150.00 leasing fee for each ADA iVotronic;

H. Cost of delivery and pick-up of iVotronics for Early Voting and Election Day to include fuel charge and mileage at COUNTY's cost;

I. The above described fees for each machine and coding fee shall be additionally charged for any Runoff Election.

6.02 Electronic Poll Book:

A. Database access at $100.00 per day;

B. Laptop rental, magnetic card swipes, bar code scanner, Dymo printers, insurance and delivery fee of $150.00 per location;

C. Printer label fee of $.03 per label (price subject to change);

D. Creation of separate Username and password for each polling location at $20.00 per location;

6.03 Fee for Early Voting and General Election Combination forms, maps and election kits. One-hundred sample ballots at no charge with additional sample ballots at twenty cents per copy; No charge for provisional bags, table tops if necessary, ballot box(es), custom signs and flags;

6.04 Reimbursement of ballot supplies, including applications, paper ballots, correspondence, envelopes and postage at COUNTY's cost;

6.05 Reimbursement fee for publications of all notices and newspaper advertisements, (if applicable);

6.06 Reimbursement of rental fees incurred for early voting polling places and Election Day polling places, as ordered;

6.07 Cost of judges and election workers for time worked to be submitted to the ENTITY by the ADMINISTRATOR. The ENTITY shall reimburse the COUNTY for the cost of payroll for election workers at $12.00 per hour for Election Judge, $10.10 per hour for Alternate Judge and Clerk(s); includes cost of payroll for training of Election Judge, Alternate Judge and Clerk(s) at $10.10 per hour per person;

6.08 Pay for the cost of the Ballot Board judge at $12.00 per hour and Ballot Board clerks at $10.10 per hour;

6.09 One copy of canvass report provided to ENTITY at no charge; each additional canvass report requested to be reimbursed by the ENTITY at COUNTY's cost;

6.10 Reimbursement to the COUNTY for the cost of liability insurance coverage as set by the County for all election workers employed for the elections;

6.11 Reimbursement to the COUNTY for the cost of the use of wireless cell phones at polling locations with the rate set by the wireless vendor at the time of usage which includes an additional per minute fee as charged by the vendor, a service charge of $10.00 per phone line and a Verizon base fee of $3.99 per phone line;

6.12 Billing:

A. The form of the invoice to be used in the billing by the COUNTY, including a good faith estimate of costs, is attached hereto as Exhibit A.

B. After the Election and as soon as practicable, and only after receiving final invoiced from 3rd party vendors, the ADMINISTRATOR shall prepare and send an itemized invoice with the actual costs of the Election to the ENTITY.

C. Full payment of the entire balance shall be made by the ENTITY within thirty (30) days of receipt of the invoice.

D. Payment shall be made by check payable to the Hidalgo County Elections Department.

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

Yvonne Ramón
Hidalgo County Elections Administrator
PO Box 659
Edinburg, Texas 78540

Mr. Mike Alaniz
City Manager
City of La Joya
P.O. Box H
La Joya, TX 78560

F. Any balances, if any remain after the payment of all costs of election bills, shall be the property of the ENTITY and returned to it.

ARTICLE VII

7.01 IF ANY OF THE ELECTION EQUIPMENT IS LOST, STOLEN, DESTROYED, OR DAMAGED, THE CITY, SCHOOL DISTRICT OR ENTITY WHO LEASED THE EQUIPMENT IS LIABLE FOR THE DAMAGE AND AGREES TO PAY THE ADMINISTRATOR THE COST OF THE REPLACEMENT OR REPAIR OF THE ELECTION EQUIPMENT SO LOST, STOLEN, DESTROYED OR DAMAGED.

ARTICLE VIII
GENERAL PROVISIONS

8.01. This Contract shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Hidalgo County, Texas.

8.02. In case any one or more of the provisions contained in this Contract shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision thereof, and this Contract shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

8.03. This Contract constitutes the sole and only agreement of the parties hereto and supersedes any prior understanding or written or oral agreement between the parties respecting the written subject matter.

8.04. No amendment, modification, or alteration of the term hereof shall be binding unless the same be in writing, dated subsequent to the date hereof and duly executed by the parties hereto.

SIGNED this 18th day of September, 2015

APPROVAL COUNTY OF HIDALGO:

BY: _____
RAMON GARCIA
COUNTY JUDGE

ATTEST:

BY: _____
ARTURO GUAJARDO, JR.
COUNTY CLERK

ELECTIONS ADMINISTRATOR

BY: _____
YVONNE RAMÓN

CITY OF LA JOYA
ENTITY

BY: _____

PRINT: MIKE ALANIZ

TITLE: CITY MANAGER

ATTEST

BY: _____

PRINT: Julianita Sabala

TITLE: City Secretary

APPROVED AS TO LEGAL FORM:

HIDALGO COUNTY
ASSISTANT CRIMINAL DISTRICT ATTORNEY

BY: _____
JOSEPHINE RAMIREZ SOLIS

2015 Hidalgo County Elections
Contract Estimate Calculator

EXHIBIT A

PLEASE NOTE THAT THIS TOOL IS FOR ESTIMATION PURPOSES ONLY.
PRICES ARE SUBJECT TO CHANGE AS DETERMINED BY FINAL INVOICE.

ELECTION: City of La Joya
Mayor, Commissioner Place 2 & 4
DATE: November 3, 2015

6.01	**Coding Services for iVotronic**	**Price**	**Quantity**	**Total**
A	Base Charge: Ballot Coding	$150.00	1	$150.00
A	Additional Ballot Style(s)	$25.00	0	$0.00
A	Request Change on Coding Ballot	$10.00	0	$0.00
B	Audio Files Set up Charge English/ Spanish	$300.00	1	$300.00
C	Audio Files (Per Contest/Office)	$10.00	3	$30.00
D	Audio Files (Per Propositions/ Amendments/ Charters/ Instructions)	$10.00	0	$0.00
E	Audio Files (Per Candidate/ Responses)	$10.00	12	$120.00
F	Election Media per Polling Location(s)	$100.00	2	$200.00
G	iVotronic Voting Machine(s)	$150.00	6	$900.00
G	ADA iVotronic Voting Machine(s)	$150.00	2	$300.00
H	Delivery/ Pick-up Fee (includes Mileage)	$550.00	1	$550.00
			Total iVotronic Coding Charges	$2,550.00
6.02	**Electronic Poll Book (VoteSafe)**	**Price**	**Quantity**	**Total**
A	Voter Registration Database Access (Per Day)	$100.00	13	$1,300.00
B	Laptop Rental (includes Bar Code Scanner/ Brother Printer)	$150.00	1	$150.00
C	Printer Labels (per vote)	$0.03	4278	$128.34
D	Username/Password - Per Polling Location	$20.00	2	$40.00
			Total Electronic Poll Book Charges	$1,618.34
6.03	**Supplies**	**Price**	**Quantity**	**Total**
	Early Voting Combination Forms	$0.55	50	$27.50
	Election Day Combination Forms	$0.55	50	$27.50
	Election Judge Kit for Early Voting	$35.00	1	$35.00
	Election Judge Kit for Election Day	$35.00	1	$35.00
	Polling Location Map(s)	$17.00	2	$34.00
	100 Sample ballots provided. Additional Copies of Sample Ballots @ $0.20 each.	$0.20	250	$50.00
			Total Supplies Charges	$209.00
6.04	**Mail & Ballot Service**	**Price**	**Quantity**	**Total**
	Mail-in-Ballot Applications	$0.25	150	$37.50
	Paper Ballots for Mail-in-Ballots and Provisionals	$0.40	225	$90.00
	Mail-in-Ballots Kit(s) per request	$2.00	150	$300.00
	Postage Mail-in-Ballots (per request)	$0.61	150	$91.50
	Correspondence Postage	$0.49	1	0.49
			Total Mail & Ballot Service Charges	$519.49
6.05	**Advertisements/Notices**	**Price**	**Quantity**	**Total**
	The Monitor newspaper	$1,800.00	1	$1,800.00
	Local newspaper		0	$0.00
			Total Advertisement/Notice Charges	$1,800.00
6.06	**Polling Location Rental Fees**	**Price**	**Quantity**	**Total**
			0	$0.00
			Total Polling Location Rental Charges	$0.00
6.07	***Payroll for Training and Election Poll Workers**		**Price**	**Total**
	Payroll for Early Voting Employees		$6,941.80	$3,470.90
	Payroll for Election Day Employees		$811.00	$405.50
			Total Payroll Charges	$3,876.40
6.08	**Payroll for Ballot Board**	**Price**	**Quantity**	**Total**
	Ballot Board	$350.00	1	$350.00
			Total Ballot Board Charges	$350.00
6.09	**Canvass Reports**	**Price**	**Quantity**	**Total**
	Canvass Report (One Certified Copy Included)	$0.00	1	$0.00
	Additional Canvass Reports	TBD	0	$0.00
			Total Canvass Report Charges	$0.00

6.10	**Insurance**	**Hourly rate**	**Workers**	**Hours wrk**	**Total**
	Liability insurance for Early Voting Supervisors	$ 12.00	1	132	$3.17
	(hourly rate X workers X hrs worked X 0.002)				
	Liability insurance for Early Voting Clerks	$ 10.10	4	528	$42.66
	(hourly rate X workers X hrs worked X 0.002)				
	Liability insurance for Election Day Presiding Judges	$ 12.00	1	15	$0.36
	(hourly rate X workers X hrs worked X 0.002)				
	Liability insurance for Election Day Alternate/Clerks	$ 10.10	4	60	$4.85
	(hourly rate X workers X hrs worked X 0.002)				
				Total Insurance Charges	$51.04
6.11	**Cell Phones**		**Price**	**Quantity**	**Total**
	Verizon Wireless phone (subject to change with out notice)		$45.00	1	$45.00
				Total Cell Phone Charges	$45.00
6.12				Subtotal	$11,019.27
				Administrative Fees (10%)	$1,101.93
	*Shared cost with County			ESTIMATED GRAND TOTAL	$12,121.20

AI-51868 **Elections Administration** **16. G.**

CC - REGULAR

Meeting Date: 10/27/2015

Submitted By: Amanda Valdez, ELECTIONS DEPT.

Department: ELECTIONS DEPT.

Information

CAPTION

Approval of Full Contract for Election Services between Hidalgo County and the City of Edcouch for their election to be held on November 3, 2015

BACKGROUND

One (1) originals of Contract for Election Services

Fiscal Impact

FISCAL YEAR: 2015 **ACCT. #:** 5-1100-126-30-000-000-0-000

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

BUDGETARY IMPACT:

All costs and applicable fees associated with the election services shall be paid by the entities requesting the services as outlined in the caption (reimbursement basis to the Elections Dept). As of 10-16-2015, the City of Edcouch does not owe the Hidalgo County Elections Department any outstanding charges.

Attachments

Edcouch Contract

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	10/19/2015 12:53 PM
Glinda Pacheco	Veronica Ortiz	10/22/2015 08:51 AM
Purchasing Department	Monica Badillo	10/23/2015 07:16 PM
Form Started By: Amanda Valdez		Started On: 10/16/2015 05:25 PM
Final Approval Date: 10/23/2015		

THE STATE OF TEXAS §
§ CONTRACT FOR ELECTION SERVICES
COUNTY OF HIDALGO §

This Contract is entered into by and between the HIDALGO COUNTY ELECTIONS ADMINISTRATOR, Yvonne Ramón, hereinafter referred to as "ADMINISTRATOR", on behalf of Hidalgo County, a political subdivision of the State of Texas, and the **CITY OF EDCOUCH**, hereinafter referred to as the "ENTITY", pursuant to Texas Election Code Section 31.092.

RECITALS

WHEREAS, the ENTITY, by appropriate action of its governing body acting in accordance with all applicable laws, has called an election to be held on **November 3, 2015**.

WHEREAS, pursuant to Section 31.092(a) of the Texas Election Code, the County Election Officer may contract with the governing body of a political subdivision situated wholly or partly in the county served by the officer to perform election services in any one or more elections ordered by an authority of the political subdivision; and

WHEREAS, pursuant to Section 31.091(1) of the Texas Election Code, the County Election Officer means the Elections Administrator for Hidalgo County; and

WHEREAS, the ENTITY is a political subdivision in Hidalgo County that desires the County to conduct and supervise the **November 3, 2015**, election of the ENTITY (the "Election"); and

WHEREAS, the ENTITY and the COUNTY, through the ADMINISTRATOR, desire to enter into a contract setting out the respective responsibilities of the parties; and

WHEREAS, the COUNTY agrees to perform election services for the ENTITY; and

WHEREAS, pursuant to Section 271.002(a) of the Texas Election Code that authorizes two or more political subdivisions to enter into an agreement to hold elections jointly in the election precincts that can be served by common polling places; and

WHEREAS, pursuant to Sections 271.003 (a) (b) the location of a common polling place may be used in a joint election, where the voters of a particular precinct or political subdivision may be served in a joint election by common polling places located outside the boundary of the precinct or political subdivision if the location can adequately and conveniently serve the affected voters and if it will facilitate the orderly conduct of the election.

WHEREAS, ADMINISTRATOR has provided costs for election services to be rendered by ADMINISTRATOR'S office pursuant to the terms of this Contract, which costs are set out in Article VI hereof; and

NOW, THEREFORE, the COUNTY, through the ADMINISTRATOR, and the ENTITY for good and valuable consideration, the adequacy and receipt of which is hereby acknowledged, do hereby agree to hold contract, covenant and agree as follows:

ARTICLE I
PURPOSE

1.01. The parties hereto have entered into this Contract for election services described in Article II to be provided to the ENTITY for its election to be held on **November 3, 2015**, and any Runoff, if applicable.

ARTICLE II
SERVICES

2.01. The COUNTY, through the ADMINISTRATOR, agrees to provide to the ENTITY the following:

(A) Procure, provide, prepare, code and distribute Direct Recording Electronic (DREs) voting systems and necessary election equipment, as well as an ADA voting system, and transport equipment to and from the polling locations, including early voting substations, for the ENTITY;

(B) Prepare and provide Direct Recording Electronic device training for election workers;

(C) Prepare and provide Logic and Accuracy testing on ENTITY's election ballot for every iVotronic voting machine to be utilized by ENTITY during early voting and election day;

(D) Procure, provide, prepare and code Electronic Poll Book(s) per polling location with the Voter Registration Database. To include laptop(s), training for poll book , insurance, and delivery fee, as well as supplies such as, but not limited to labels and printer;

(E) Provide and prepare all mail-in ballot supplies, including applications, paper ballots, envelopes and postage;

(F) Provide training for Judges/Clerks;

(G) Procure, provide, prepare, and distribute all necessary election supplies, including:
1) Ballots (preparation and distribution only);
2) Election kits and election paperwork;
3) Ballot boxes and voting booths

(H) Provide cages and covers, cage kit, to include, but not limited to surge protectors, tape, printer, headphones and scanner as well as supplies such as bags, aprons, clipboards, pens, pencils, rulers, magnifiers, inkpads, screen cloths, sanitizers and badges;

(I) Procure early voting polling places and election day polling places, as ordered;

(J) Prepare Writ of Election to election officers and notice of appointment to Presiding and Alternate judges, as required by law;

(K) Prepare, distribute, and publicize notice of election (Texas Election Code Section 4.003.a1) and early voting and election day schedules in newspaper;

(L) Notify the election judges of the date, time and place of the election;

(M)Procure and pay election judges and clerks for early voting and election day voting;

(N) Provide the general overall supervision of the Election and provide the advisory services in connection with the decisions to be made and the actions to be taken by the ENTITY;

(O) Procure and pay Ballot Board members ;

(P) Provide information for election officers;

(Q) Provide such incidental related services as may be necessary to conduct the election;

(R) Serve as the Early Voting Clerk;

(S) Establish a Central Counting Station for the purpose of tabulating ballots; and

(T) Tabulate election results in preparation for ENTITY's canvassing.

(U) Preserve locked ballot boxes containing voted ballots securely in a locked room for 60 days as required by Texas Election Code Section 66.058; after this period, the records will be returned to the ENTITY for the remainder of the preservation period.

2.02 The ENTITY shall be responsible for performing the following:

(A) Payment of all necessary election supplies as required by the COUNTY, including but not limited to ballots, election kits, mail-in ballot supplies, laptop rental, labels and combination forms;

(B) Pay the cost of judges and election workers for hourly pay submitted by the County Elections Administrator at the rate of $12.00 per hour for Election Judges and $10.10 per hour for Alternate Judges and Early Voting Clerks for both Early Voting and General Election and pay the cost for training of Judges and Clerks at the rate of $10.10 per hour per person.

(C) Reimburse the COUNTY for the cost for liability insurance coverage for election workers employed for both Early Voting and General Election;

(D) Canvass the Election results for the ENTITY'S governing body;

(E) Prepare and submit to the Secretary of State the Precinct by Precinct reports;

(F) As stated in Section 31.096 of the Texas Election Code, this Contract may not change: (1) the authority with whom applications of candidates for a place on a ballot are filed; (2) the authority with whom documents are filed under Title 15; or (3) the authority to serve as custodian of voted ballots or other election records, except that the contract may provide that the County Election Officer will be the custodian of voted ballots. Under this Contract, the Hidalgo County Elections Administrator shall be the custodian of voted ballots for 60 days as required by Texas Election Code Section 66.058;

(G) Reimburse the COUNTY for supplies required to transfer election records to the ENTITY after 60 days to be kept for the remainder of the preservation period;

(H) The ADMINISTRATOR shall be the agent of the ENTITY for the purposes of contracting with third parties with respect to the election expenses within the scope of the County Elections Administrator's duties;

(I) The COUNTY shall file copies of this Contract with the County Treasurer and the County Auditor; and

(J) Reimburse the COUNTY for any and all costs associated with recounts and/or election contests associated with the election;

(K) In accordance with Section 31.100(b) of the Texas Election Code, only actual expenses directly attributable to this Contract may be paid. The ADMINISTRATOR shall submit the actual costs for items contracted pursuant to the Contract with the ENTITY as soon as all invoices from third party vendors are received;

(L) Confirm and/or correct the boundaries of the political subdivision holding the election on a map provided by the County. Once confirmed and/or corrected, Entity certifies the veracity of the boundaries and geographical area that represents the Entity and the area subject to the election.

ARTICLE III
SCHEDULE FOR PERFORMANCE OF SERVICES

3.01. Specific services to be provided related to the general services identified in Article II shall be performed in accordance with the time requirements set out in the Texas Election Code.

ARTICLE IV
SERVICES NOT PROVIDED BY COUNTY

4.01. ADMINISTRATOR shall have no responsibility for insuring the passage of the appropriate Election Order by the ENTITY, publishing and (or) posting the Election Order as required by the Texas Election Code Section 3.004(3), or Texas Election Code 67.002(2) which is canvassing election results.

ARTICLE V
TERM

5.01. Except as hereinafter set out, the term of this Contract shall be from the time of execution until all items with respect to this Contract and the election held hereunder have been completed.

ARTICLE VI
COST OF SERVICE AND BILLING

In consideration for the services provided hereunder by ADMINISTRATOR, the ENTITY agrees to pay ADMINISTRATOR for the following costs of services:

6.01 iVotronic Voting Machines:

A. One base charge of $150.00 for Coding iVotronic ballot for voting machines, a $25 additional charge per additional ballot styles and a minimum of a $10 charge for Request Changes on Coded Ballot;
B. Base charge for Audio Setup of $300 for English/Spanish;
C. A $10.00 recording fee for Audio Files for each Contest and/or Office;
D. A $10.00 recording fee for Audio Files for each Proposition/Amendment/Charter/Instructions;
E. A $10.00 recording fee for Audio Files for each Candidate and/or Responses;
F. Cost of creating election media, such as, but not limited to Personal Electronic Ballot cartridges (PEB), compact flash cards, labels, bags, keys, etc.;
G. The amount of $150.00 leasing fee for <u>each</u> iVotronic and $150.00 leasing fee for each ADA iVotronic;

H. Cost of delivery and pick-up of iVotronics for Early Voting and Election Day to include fuel charge and mileage at COUNTY's cost;

I. The above described fees for each machine and coding fee shall be additionally charged for any Runoff Election.

6.02 Electronic Poll Book:

A. Database access at $100.00 per day;

B. Laptop rental, magnetic card swipes, bar code scanner, Dymo printers, insurance and delivery fee of $150.00 per location;

C. Printer label fee of $.03 per label (price subject to change);

D. Creation of separate Username and password for each polling location at $20.00 per location;

6.03 Fee for Early Voting and General Election Combination forms, maps and election kits. One-hundred sample ballots at no charge with additional sample ballots at twenty cents per copy; No charge for provisional bags, table tops if necessary, ballot box(es), custom signs and flags;

6.04 Reimbursement of ballot supplies, including applications, paper ballots, correspondence, envelopes and postage at COUNTY's cost;

6.05 Reimbursement fee for publications of all notices and newspaper advertisements, (if applicable);

6.06 Reimbursement of rental fees incurred for early voting polling places and Election Day polling places, as ordered;

6.07 Cost of judges and election workers for time worked to be submitted to the ENTITY by the ADMINISTRATOR. The ENTITY shall reimburse the COUNTY for the cost of payroll for election workers at $12.00 per hour for Election Judge, $10.10 per hour for Alternate Judge and Clerk(s); includes cost of payroll for training of Election Judge, Alternate Judge and Clerk(s) at $10.10 per hour per person;

6.08 Pay for the cost of the Ballot Board judge at $12.00 per hour and Ballot Board clerks at $10.10 per hour;

6.09 One copy of canvass report provided to ENTITY at no charge; each additional canvass report requested to be reimbursed by the ENTITY at COUNTY's cost;

6.10 Reimbursement to the COUNTY for the cost of liability insurance coverage as set by the County for all election workers employed for the elections;

6.11 Reimbursement to the COUNTY for the cost of the use of wireless cell phones at polling locations with the rate set by the wireless vendor at the time of usage which includes an additional per minute fee as charged by the vendor, a service charge of $10.00 per phone line and a Verizon base fee of $3.99 per phone line;

6.12 Billing:

A. The form of the invoice to be used in the billing by the COUNTY, including a good faith estimate of costs, is attached hereto as Exhibit A.

B. After the Election and as soon as practicable, and only after receiving final invoiced from 3rd party vendors, the ADMINISTRATOR shall prepare and send an itemized invoice with the actual costs of the Election to the ENTITY.

C. Full payment of the entire balance shall be made by the ENTITY within thirty (30) days of receipt of the invoice.

D. Payment shall be made by check payable to the Hidalgo County Elections Department.

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

Yvonne Ramón
Hidalgo County Elections Administrator
PO Box 659
Edinburg, Texas 78540

Mr. Noe H. Cavazos
City Manager
City of Edcouch
P.O. Box 548
Edcouch, TX 78538

F. Any balances, if any remain after the payment of all costs of election bills, shall be the property of the ENTITY and returned to it.

ARTICLE VII

7.01 IF ANY OF THE ELECTION EQUIPMENT IS LOST, STOLEN, DESTROYED, OR DAMAGED, THE CITY, SCHOOL DISTRICT OR ENTITY WHO LEASED THE EQUIPMENT IS LIABLE FOR THE DAMAGE AND AGREES TO PAY THE ADMINISTRATOR THE COST OF THE REPLACEMENT OR REPAIR OF THE ELECTION EQUIPMENT SO LOST, STOLEN, DESTROYED OR DAMAGED.

ARTICLE VIII
GENERAL PROVISIONS

8.01. This Contract shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Hidalgo County, Texas.

8.02. In case any one or more of the provisions contained in this Contract shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision thereof, and this Contract shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

8.03. This Contract constitutes the sole and only agreement of the parties hereto and supersedes any prior understanding or written or oral agreement between the parties respecting the written subject matter.

8.04. No amendment, modification, or alteration of the term hereof shall be binding unless the same be in writing, dated subsequent to the date hereof and duly executed by the parties hereto.

SIGNED this _____ day of _____, 2015

APPROVAL COUNTY OF HIDALGO:

BY:_____
RAMON GARCIA
COUNTY JUDGE

ATTEST:

BY:_____
ARTURO GUAJARDO, JR.
COUNTY CLERK

ELECTIONS ADMINISTRATOR

BY:_____
YVONNE RAMÓN

CITY OF EDCOUCH
ENTITY

BY:_____

PRINT: NOE H. CAVAZOS

TITLE: CITY MANAGER

ATTEST

BY:_____

PRINT: PETE DE LA CRUZ

TITLE: Finance/Grants Administrator

APPROVED AS TO LEGAL FORM:

HIDALGO COUNTY
ASSISTANT CRIMINAL DISTRICT ATTORNEY

BY:_____
JOSEPHINE RAMIREZ SOLIS

2015 Hidalgo County Elections
Contract Estimate Calculator

EXHIBIT A

PLEASE NOTE THAT THIS TOOL IS FOR ESTIMATION PURPOSES ONLY.
PRICES ARE SUBJECT TO CHANGE AS DETERMINED BY FINAL INVOICE.

ELECTION: City of Edcouch Mayor, Alderman Place 3 & 4 — **DATE: November 3, 2015**

6.01	**Coding Services for iVotronic**	**Price**	**Quantity**	**Total**
A	Base Charge: Ballot Coding	$150.00	1	$150.00
A	Additional Ballot Style(s)	$25.00	0	$0.00
A	Request Change on Coding Ballot	$10.00	0	$0.00
B	Audio Files Set up Charge English/ Spanish	$300.00	1	$300.00
C	Audio Files (Per Contest/Office)	$10.00	3	$30.00
D	Audio Files (Per Propositions/ Amendments/ Charters/ Instructions)	$10.00	0	$0.00
E	Audio Files (Per Candidate/ Responses)	$10.00	12	$120.00
F	Election Media per Polling Location(s)	$100.00	2	$200.00
G	iVotronic Voting Machine(s)	$150.00	8	$1,200.00
G	ADA iVotronic Voting Machine(s)	$150.00	2	$300.00
H	Delivery/ Pick-up Fee (includes Mileage)	$550.00	1	$550.00
			Total iVotronic Coding Charges	**$2,850.00**
6.02	**Electronic Poll Book (VoteSafe)**	**Price**	**Quantity**	**Total**
A	Voter Registration Database Access (Per Day)	$100.00	13	$1,300.00
B	Laptop Rental (includes Bar Code Scanner/ Brother Printer)	$150.00	1	$150.00
C	Printer Labels (per vote)	$0.03	5086	$152.58
D	Username/Password - Per Polling Location	$20.00	2	$40.00
			Total Electronic Poll Book Charges	**$1,642.58**
6.03	**Supplies**	**Price**	**Quantity**	**Total**
	Early Voting Combination Forms	$0.55	60	$33.00
	Election Day Combination Forms	$0.55	60	$33.00
	Election Judge Kit for Early Voting	$35.00	1	$35.00
	Election Judge Kit for Election Day	$35.00	1	$35.00
	Polling Location Map(s)	$17.00	2	$34.00
	100 Sample ballots provided. Additional Copies of Sample Ballots @ $0.20 each.	$0.20	250	$50.00
			Total Supplies Charges	**$220.00**
6.04	**Mail & Ballot Service**	**Price**	**Quantity**	**Total**
	Mail-in-Ballot Applications	$0.25	300	$75.00
	Paper Ballots for Mail-in-Ballots and Provisionals	$0.40	200	$80.00
	Mail-in-Ballots Kit(s) per request	$2.00	150	$300.00
	Postage Mail-in-Ballots (per request)	$0.61	150	$91.50
	Correspondence Postage	$0.49	1	0.49
			Total Mail & Ballot Service Charges	**$546.99**
6.05	**Advertisements/Notices**	**Price**	**Quantity**	**Total**
	The Monitor newspaper	$1,800.00	1	$1,800.00
	Local newspaper		0	$0.00
			Total Advertisement/Notice Charges	**$1,800.00**
6.06	**Polling Location Rental Fees**	**Price**	**Quantity**	**Total**
			0	$0.00
			Total Polling Location Rental Charges	**$0.00**
6.07	***Payroll for Training and Election Poll Workers**	**Price**		**Total**
	Payroll for Early Voting Employees	$6,941.80		$3,470.90
	Payroll for Election Day Employees	$811.00		$405.50
			Total Payroll Charges	**$3,876.40**
6.08	**Payroll for Ballot Board**	**Price**	**Quantity**	**Total**
	Ballot Board	$250.00	1	$250.00
			Total Ballot Board Charges	**$250.00**
6.09	**Canvass Reports**	**Price**	**Quantity**	**Total**
	Canvass Report (One Certified Copy Included)	$0.00	1	$0.00
	Additional Canvass Reports	TBD	0	$0.00
			Total Canvass Report Charges	**$0.00**

6.10	**Insurance**	**Hourly rate**	**Workers**	**Hours wrk**	**Total**
	Liability insurance for Early Voting Supervisors	$ 12.00	1	132	$3.17
	(hourly rate X workers X hrs worked X 0.002)				
	Liability insurance for Early Voting Clerks	$ 10.10	4	528	$42.66
	(hourly rate X workers X hrs worked X 0.002)				
	Liability insurance for Election Day Presiding Judges	$ 12.00	1	15	$0.36
	(hourly rate X workers X hrs worked X 0.002)				
	Liability insurance for Election Day Alternate/Clerks	$ 10.10	4	60	$4.85
	(hourly rate X workers X hrs worked X 0.002)				
				Total Insurance Charges	**$51.04**

6.11	**Cell Phones**	**Price**	**Quantity**	**Total**
	Verizon Wireless phone (subject to change with out notice)	$45.00	1	$45.00
			Total Cell Phone Charges	**$45.00**
6.12			**Subtotal**	**$11,282.01**
			Administrative Fees (10%)	**$1,128.20**
	*Shared cost with County		**ESTIMATED GRAND TOTAL**	**$12,410.21**

AI-51867 **Elections Administration** **16. H.**

CC - REGULAR

Meeting Date: 10/27/2015

Submitted By: Amanda Valdez,
ELECTIONS DEPT.

Department: ELECTIONS DEPT.

Information

CAPTION

Approval of Full Contract for Election Services between Hidalgo County and the City of Donna for their election to be held on November 3, 2015

BACKGROUND

Two (2) originals of Contract for Election Services

Fiscal Impact

FISCAL YEAR: 2015 **ACCT. #:** 5-1100-126-30-000-000-0-000

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

BUDGETARY IMPACT:

All costs and applicable fees associated with the election services shall be paid by the entities requesting the services as outlined in the caption (reimbursement basis to the Elections Dept). As of 10-16-2015, the City of Donna does not owe the Hidalgo County Elections Department any outstanding charges.

Attachments

Donna Contract

Form Review

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Budget & Management	Veronica Ortiz	10/19/2015 12:53 PM
Glinda Pacheco	Veronica Ortiz	10/22/2015 08:51 AM
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WHEREAS, pursuant to Section 31.092(a) of the Texas Election Code, the County Election Officer may contract with the governing body of a political subdivision situated wholly or partly in the county served by the officer to perform election services in any one or more elections ordered by an authority of the political subdivision; and

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(R) Serve as the Early Voting Clerk;

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(T) Tabulate election results in preparation for ENTITY's canvassing.

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(I) The COUNTY shall file copies of this Contract with the County Treasurer and the County Auditor; and

(J) Reimburse the COUNTY for any and all costs associated with recounts and/or election contests associated with the election;

(K) In accordance with Section 31.100(b) of the Texas Election Code, only actual expenses directly attributable to this Contract may be paid. The ADMINISTRATOR shall submit the actual costs for items contracted pursuant to the Contract with the ENTITY as soon as all invoices from third party vendors are received;

(L) Confirm and/or correct the boundaries of the political subdivision holding the election on a map provided by the County. Once confirmed and/or corrected, Entity certifies the veracity of the boundaries and geographical area that represents the Entity and the area subject to the election.

ARTICLE III
SCHEDULE FOR PERFORMANCE OF SERVICES

3.01. Specific services to be provided related to the general services identified in Article II shall be performed in accordance with the time requirements set out in the Texas Election Code.

ARTICLE IV
SERVICES NOT PROVIDED BY COUNTY

4.01. ADMINISTRATOR shall have no responsibility for insuring the passage of the appropriate Election Order by the ENTITY, publishing and (or) posting the Election Order as required by the Texas Election Code Section 3.004(3), or Texas Election Code 67.002(2) which is canvassing election results.

ARTICLE V
TERM

5.01. Except as hereinafter set out, the term of this Contract shall be from the time of execution until all items with respect to this Contract and the election held hereunder have been completed.

ARTICLE VI
COST OF SERVICE AND BILLING

In consideration for the services provided hereunder by ADMINISTRATOR, the ENTITY agrees to pay ADMINISTRATOR for the following costs of services:

6.01 iVotronic Voting Machines:

A. One base charge of $150.00 for Coding iVotronic ballot for voting machines, a $25 additional charge per additional ballot styles and a minimum of a $10 charge for Request Changes on Coded Ballot;
B. Base charge for Audio Setup of $300 for English/Spanish;
C. A $10.00 recording fee for Audio Files for each Contest and/or Office;
D. A $10.00 recording fee for Audio Files for each Proposition/Amendment/Charter/Instructions;
E. A $10.00 recording fee for Audio Files for each Candidate and/or Responses;
F. Cost of creating election media, such as, but not limited to Personal Electronic Ballot cartridges (PEB), compact flash cards, labels, bags, keys, etc.;
G. The amount of $150.00 leasing fee for <u>each</u> iVotronic and $150.00 leasing fee for each ADA iVotronic;

H. Cost of delivery and pick-up of iVotronics for Early Voting and Election Day to include fuel charge and mileage at COUNTY's cost;
I. The above described fees for each machine and coding fee shall be additionally charged for any Runoff Election.

6.02 Electronic Poll Book:
A. Database access at $100.00 per day;
B. Laptop rental, magnetic card swipes, bar code scanner, Dymo printers, insurance and delivery fee of $150.00 per location;
C. Printer label fee of $.03 per label (price subject to change);
D. Creation of separate Username and password for each polling location at $20.00 per location;

6.03 Fee for Early Voting and General Election Combination forms, maps and election kits. One-hundred sample ballots at no charge with additional sample ballots at twenty cents per copy; No charge for provisional bags, table tops if necessary, ballot box(es), custom signs and flags;

6.04 Reimbursement of ballot supplies, including applications, paper ballots, correspondence, envelopes and postage at COUNTY's cost;

6.05 Reimbursement fee for publications of all notices and newspaper advertisements, (if applicable);

6.06 Reimbursement of rental fees incurred for early voting polling places and Election Day polling places, as ordered;

6.07 Cost of judges and election workers for time worked to be submitted to the ENTITY by the ADMINISTRATOR. The ENTITY shall reimburse the COUNTY for the cost of payroll for election workers at $12.00 per hour for Election Judge, $10.10 per hour for Alternate Judge and Clerk(s); includes cost of payroll for training of Election Judge, Alternate Judge and Clerk(s) at $10.10 per hour per person;

6.08 Pay for the cost of the Ballot Board judge at $12.00 per hour and Ballot Board clerks at $10.10 per hour;

6.09 One copy of canvass report provided to ENTITY at no charge; each additional canvass report requested to be reimbursed by the ENTITY at COUNTY's cost;

6.10 Reimbursement to the COUNTY for the cost of liability insurance coverage as set by the County for all election workers employed for the elections;

6.11 Reimbursement to the COUNTY for the cost of the use of wireless cell phones at polling locations with the rate set by the wireless vendor at the time of usage which includes an additional per minute fee as charged by the vendor, a service charge of $10.00 per phone line and a Verizon base fee of $3.99 per phone line;

6.12 Billing:

A. The form of the invoice to be used in the billing by the COUNTY, including a good faith estimate of costs, is attached hereto as Exhibit A.

B. After the Election and as soon as practicable, and only after receiving final invoiced from 3rd party vendors, the ADMINISTRATOR shall prepare and send an itemized invoice with the actual costs of the Election to the ENTITY.

C. Full payment of the entire balance shall be made by the ENTITY within thirty (30) days of receipt of the invoice.

D. Payment shall be made by check payable to the Hidalgo County Elections Department.

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

Yvonne Ramón
Hidalgo County Elections Administrator
PO Box 659
Edinburg, Texas 78540

Ms. Martha Alvarado
City Secretary
City of Donna
307 S. 12th St.
Donna, TX 78537

F. Any balances, if any remain after the payment of all costs of election bills, shall be the property of the ENTITY and returned to it.

ARTICLE VII

7.01 IF ANY OF THE ELECTION EQUIPMENT IS LOST, STOLEN, DESTROYED, OR DAMAGED, THE CITY, SCHOOL DISTRICT OR ENTITY WHO LEASED THE EQUIPMENT IS LIABLE FOR THE DAMAGE AND AGREES TO PAY THE ADMINISTRATOR THE COST OF THE REPLACEMENT OR REPAIR OF THE ELECTION EQUIPMENT SO LOST, STOLEN, DESTROYED OR DAMAGED.

ARTICLE VIII
GENERAL PROVISIONS

8.01. This Contract shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Hidalgo County, Texas.

8.02. In case any one or more of the provisions contained in this Contract shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision thereof, and this Contract shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

8.03. This Contract constitutes the sole and only agreement of the parties hereto and supersedes any prior understanding or written or oral agreement between the parties respecting the written subject matter.

8.04. No amendment, modification, or alteration of the term hereof shall be binding unless the same be in writing, dated subsequent to the date hereof and duly executed by the parties hereto.

SIGNED this _____ day of _____, 2015

APPROVAL COUNTY OF HIDALGO:

BY:_____
RAMON GARCIA
COUNTY JUDGE

ATTEST:

BY:_____
ARTURO GUAJARDO, JR.
COUNTY CLERK

ELECTIONS ADMINISTRATOR

BY:_____
YVONNE RAMÓN

CITY OF DONNA
ENTITY

BY:_____

PRINT: FERNANDO FLORES

TITLE: CITY MANAGER

ATTEST

BY: Martha Alvarado

PRINT: Martha Alvarado

TITLE: City Secretary

APPROVED AS TO LEGAL FORM:

HIDALGO COUNTY
ASSISTANT CRIMINAL DISTRICT ATTORNEY

BY:_____
JOSEPHINE RAMIREZ SOLIS

2015 Hidalgo County Elections
Contract Estimate Calculator

EXHIBIT A

PLEASE NOTE THAT THIS TOOL IS FOR ESTIMATION PURPOSES ONLY.
PRICES ARE SUBJECT TO CHANGE AS DETERMINED BY FINAL INVOICE.

	ELECTION: City of Donna City Council Place 2 & 4	DATE: November 3, 2015		
6.01	**Coding Services for iVotronic**	**Price**	**Quantity**	**Total**
A	Base Charge: Ballot Coding	$150.00	1	$150.00
A	Additional Ballot Style(s)	$25.00	0	$0.00
A	Request Change on Coding Ballot	$10.00	0	$0.00
B	Audio Files Set up Charge English/ Spanish	$300.00	1	$300.00
C	Audio Files (Per Contest/Office)	$10.00	2	$20.00
D	Audio Files (Per Propositions/ Amendments/ Charters/ Instructions)	$10.00	0	$0.00
E	Audio Files (Per Candidate/ Responses)	$10.00	8	$80.00
F	Election Media per Polling Location(s)	$100.00	3	$300.00
G	iVotronic Voting Machine(s)	$150.00	9	$1,350.00
G	ADA iVotronic Voting Machine(s)	$150.00	3	$450.00
H	Delivery/ Pick-up Fee (includes Mileage)	$550.00	1	$550.00
			Total iVotronic Coding Charges	**$3,200.00**
6.02	**Electronic Poll Book (VoteSafe)**	**Price**	**Quantity**	**Total**
A	Voter Registration Database Access (Per Day)	$100.00	13	$1,300.00
B	Laptop Rental (includes Bar Code Scanner/ Brother Printer)	$150.00	2	$300.00
C	Printer Labels (10, 321 per vote)	$0.03	20,642	$619.26
D	Username/Password - Per Polling Location	$20.00	3	$60.00
			Total Electronic Poll Book Charges	**$2,279.26**
6.03	**Supplies**	**Price**	**Quantity**	**Total**
	Early Voting Combination Forms	$0.55	215	$118.25
	Election Day Combination Forms	$0.55	215	$118.25
	Election Judge Kit for Early Voting	$35.00	1	$35.00
	Election Judge Kit for Election Day	$35.00	2	$70.00
	Polling Location Map(s)	$17.00	3	$51.00
	100 Sample ballots provided. Additional Copies of Sample Ballots @ $0.20 each.	$0.20	250	$50.00
			Total Supplies Charges	**$442.50**
6.04	**Mail & Ballot Service**	**Price**	**Quantity**	**Total**
	Mail-in-Ballot Applications	$0.25	400	$100.00
	Paper Ballots for Mail-in-Ballots and Provisionals	$0.40	650	$260.00
	Mail-in-Ballots Kit(s) per request	$2.00	400	$800.00
	Postage Mail-in-Ballots (per request)	$0.61	400	$244.00
	Correspondence Postage	$0.49	2	0.98
			Total Mail & Ballot Service Charges	**$1,404.98**
6.05	**Advertisements/Notices**	**Price**	**Quantity**	**Total**
	The Monitor newspaper	$1,800.00	1	$1,800.00
	Local newspaper		0	$0.00
			Total Advertisement/Notice Charges	**$1,800.00**
6.06	**Polling Location Rental Fees**	**Price**	**Quantity**	**Total**
			0	$0.00
			Total Polling Location Rental Charges	**$0.00**
6.07	***Payroll for Training and Election Poll Workers**	**Price**		**Total**
	Payroll for Early Voting Employees	$6,941.80		$3,470.90
	Payroll for Election Day Employees	$1,470.50		$735.25
			Total Payroll Charges	**$4,206.15**
6.08	**Payroll for Ballot Board**	**Price**	**Quantity**	**Total**
	Ballot Board	$250.00	1	$250.00
			Total Ballot Board Charges	**$250.00**
6.09	**Canvass Reports**	**Price**	**Quantity**	**Total**
	Canvass Report (One Certified Copy Included)	$0.00	1	$0.00
	Additional Canvass Reports	TBD	0	$0.00
			Total Canvass Report Charges	**$0.00**
6.10	**Insurance**	**Hourly rate**	**Workers**	**Hours wrk**	**Total**
	Liability insurance for Early Voting Supervisors	$ 12.00	1	132	$3.17
	(hourly rate X workers X hrs worked X 0.002)				
	Liability insurance for Early Voting Clerks	$ 10.10	4	528	$42.66
	(hourly rate X workers X hrs worked X 0.002)				
	Liability insurance for Election Day Presiding Judges	$ 12.00	2	30	$1.44
	(hourly rate X workers X hrs worked X 0.002)				
	Liability insurance for Election Day Alternate/Clerks	$ 10.10	7	105	$14.85
	(hourly rate X workers X hrs worked X 0.002)				
				Total Insurance Charges	**$62.12**
6.11	**Cell Phones**	**Price**	**Quantity**	**Total**
	Verizon Wireless phone (subject to change with out notice)	$45.00	2	$90.00
			Total Cell Phone Charges	**$90.00**
6.12			**Subtotal**	**$13,735.01**
			Administrative Fees (10%)	**$1,373.50**
			ESTIMATED GRAND TOTAL	**$15,108.51**

AI-51787 **Head Start** **17. A.**

CC - REGULAR

Meeting Date: 10/27/2015

Submitted For: Edmundo Garcia, HEAD START **Submitted By:** Linda Galaviz, HEAD START

Department: HEAD START

Information

CAPTION

Discussion/Approval on Request to Purchase Custodial Supplies and Equipment (Contract #490-15) through the Hidalgo County's Membership/Participation with Texas Association School Board (TASB) Buyboard's Multiple Awarded Vendors for the Term of the TASB Contract Ending on October 31, 2018 Gulf Coast Paper Company Matera Paper Co., Ltd.

BACKGROUND

Policy Council Approval: 10.21.15

Fiscal Impact

Attachments

Purchase Custodial Supplies

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	10/15/2015 09:57 AM
Purchasing Department	Monica Badillo	10/23/2015 07:16 PM
Form Started By: Linda Galaviz		Started On: 10/14/2015 09:54 AM
Final Approval Date: 10/23/2015		

Hidalgo County Head Start Program
Policy Council Agenda

DATE: October 21, 2015

SUBJECT: Discussion/Approval on Request to Purchase Custodial Supplies and Equipment (Contract #490-15) Through the Hidalgo County's Membership /Participation With The Texas Association School Board (TASB) Buyboard's Multiple Awarded Vendors for the Term of the TASB Contract Expiring on October 31, 2018

a. Gulf Coast Paper Company
b. Matera Paper Co., Ltd.

RATIONALE/NEED: This contract would allow the purchasing of the lowest and best pre-bided prices on classroom/teaching aid supplies & equipment (as needed) under program/cooperative.

RECOMMENDATION: Administration recommends approval.

COST: Head Start (HHS-ACF) funds are available.

RELATED INFORMATION INCLUDED: Participant Info

* *

INITIATED BY: Ambrosio Tovar, Procurement Director A. Tovar

REVIEWED BY: Mr. Edmundo Garcia, Assistant Director

PROGRAM DIRECTOR'S APPROVAL: Teresa Flores

BUY BOARD CURRENT VENDORS
CUSTODIAL SUPPLIES AND EQUIPMENT 490-15

Vendor	Address	City	State	Zip	Effective	Expiration
Gulf Coast Paper Company	1101 S. Padre Island Drive	Corpus Christi	TX	78416	9/1/2015	8/31/2018
Matera Paper Co., Ltd	13500 Immanuel Rd.	Pflugerville	TX	78660	9/1/2015	8/31/2018

AI-51789 **Head Start** **17. B.**

CC - REGULAR

Meeting Date: 10/27/2015

Submitted For: Edmundo Garcia, HEAD START **Submitted By:** Linda Galaviz, HEAD START

Department: HEAD START

Information

CAPTION

Presentation for Discussion, Consideration and Approval to Enter into a Memorandum of Understanding (MOU) between Hidalgo County Head Start Program and Doctor's Hospital at Renaissance, Ltd.

BACKGROUND

Policy Council Approval: 10.21.15

Fiscal Impact

Attachments

MOU w Doctor's Hospital

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	10/15/2015 09:57 AM
Purchasing Department	Monica Badillo	10/23/2015 07:16 PM
Form Started By: Linda Galaviz		Started On: 10/14/2015 10:00 AM
Final Approval Date: 10/23/2015		

Hidalgo County Head Start Program
Policy Council Agenda

DATE: October 21, 2015

SUBJECT: Presentation for Discussion, Consideration and Approval to Enter into a Memorandum of Understanding (MOU) Between Hidalgo County Head Start Program and Doctor's Hospital at Renaissance, Ltd.

RATIONALE/NEED: Memorandum of Understanding (MOU) is to collaborate with Doctor's Hospital at Renaissance, Ltd., in providing vision exams and eye wear to the Head Start Children.

RECOMMENDATION: Administration recommends approval.

COST: There is no cost.

RELATED INFORMATION INCLUDED: Memorandum of Understanding

****

INITIATED BY: Ambrosio Tovar, Procurement Director

REVIEWED BY: Mr. Edmundo Garcia, Assistant Director

PROGRAM DIRECTOR'S APPROVAL:

Memorandum of Understanding

Hidalgo County Head Start Program
And
Doctor's Hospital at Renaissance, Ltd.

Doctor's Hospital at Renaissance, Ltd. and Hidalgo County Head Start Program agree to collaborate in the services of eye exams program. The program provides community-based, services for children. The mobile clinic is designed to promote stronger families, encourage healthier life styles and facilitate the provision of services, referral and follow-up in relation to vision screen performed for Head Start children.

Our commitment to this collaboration will consist of the following:

1. Doctor's Hospital at Renaissance, Ltd. will coordinate services with the designated Hidalgo County Head Start Program personnel. Services will be rendered according to the agreed upon schedule and a protocol for referring participants will be developed.
2. All referrals to the Intervention Specialist will be attained through the designated Hidalgo County Head Start Program representative.
3. Doctor's Hospital at Renaissance, Ltd. and Hidalgo County Head Start Program will cooperate fully to make it possible for individuals to receive services, as detailed below:
    - Provide Mobile Vision Clinic services, thus easing parent's concern of how to get children to an appointment.
    - Mobile clinic will be fully equipped with two eye exam lanes.
    - Provide comprehensive eye exam by Optometrist, Dr. Guadalupe Flores, O.D., along with written result of exam.
    - Provide certified trained technicians to assist the Optometrist.
    - Provide services to all patients regardless of their ability to pay.
    - Will not collect any payment in advance of services rendered.
    - Will allow parents to arrange payment plan for exam based on their ability to pay.
    - Will provide written prescriptions for glasses for center staff to give to parents at the end of visit.
    - Prescription can be taken to any Optical to purchase glasses.
    - Will provide low cost prescription eye glasses for all patients.
    - Will provide a waiting room equipped with television for children to watch age appropriate movie while children wait.

4. Hidalgo County Head Start Program staff will maintain confidentiality requirements in accordance to Federal Confidentiality rules (42CFR2) as well as State of Texas confidentiality rules.

Insurance

At all times during the term of this Memorandum of Understanding (MOU), Doctor's Hospital at Renaissance, Ltd. shall maintain in place a commercial general liability insurance policy insuring its property against bodily injury and property damage claims brought in connection with this MOU. Doctor's Hospital at Renaissance, Ltd. agrees to carry insurance in the amounts shown below:

- Workers Compensation Insurance with statutory limits, and Employer's Liability Insurance with limits of not less than $1,000,000:

Employers Liability - Each Accident	$1,000,000
Employers Liability - Each Employee	$1,000,000
Employers Liability - Policy Limit	$1,000,000

- Commercial General Liability Insurance with limits of not less than:

Each Occurrence Limit	$1,000,000
Damage to Rented Premises	$ 100,000
Personal & Advertising Injury	$1,000,000

- Professional Liability Insurance with limits of not less than:

Each Occurrence Limit	$1,000,000

Business Auto Liability Insurance covering all owned, non-owned or hired automobiles, with limits of not less than $1,000,000 Combined Single Limit Bodily Injury and Property Damage.

Indemnification

To the extent allowed by law, Head Start will and does hereby agree to indemnify, protect, defend with counsel approved by Grantee Board, and hold harmless Doctor's Hospital at Renaissance, Ltd. and their respective elected officials, employees, representatives and agents (collectively "**Indemnitees**") from and against all damages, losses, liens, causes of action, suits, judgments, expenses, and other claims of any nature, kind, or description, including reasonable attorneys' fees incurred in investigating, defending or settling any of the foregoing (collectively "**Claims**") by any person or entity, arising out of, caused by, or resulting from Head Start's performance under or breach of this Agreement and that are caused in whole or in part by any negligent act, negligent omission or willful misconduct of Head Start, anyone directly employed by Head Start or anyone for whose acts Head Start may be liable. The provisions of this section will not be construed to eliminate or reduce any other indemnification or right which any Indemnitee has by law or equity. All parties will be entitled to be represented by counsel at their own expense. To the extent allowed by law, Doctor's Hospital at Renaissance, Ltd. will and does hereby agree to indemnify, protect, defend with counsel approved by Head Start, and hold harmless Head Start and Hidalgo County, and their respective elected officials, officers, directors, attorneys, employees, representatives and agents (collectively "**Indemnitees**") from and against all damages, losses, liens, causes of action, suits, judgments, expenses, and other claims of any nature, kind, or description, including reasonable attorneys' fees incurred in investigating, defending or settling any of the foregoing (collectively "**Claims**") by any person or entity, arising out of, caused by, or resulting from HCHSP's performance under or breach of this Agreement and that are caused in whole or in part by any negligent act, negligent omission or willful misconduct of Head Start employees, anyone directly employed by the HCHSP or anyone for whose acts the HCHSP may be liable. The provisions of this Section will not be construed to eliminate or reduce any other indemnification or right which any Indemnitee has by law or equity. All parties will be entitled to be represented by counsel at their own expense.

Termination:

Either party may terminate the Agreement, with or without cause, by giving ten (10) days written notice to the other.

Term:

This Collaborative agreement will be enforced from September 1, 2015 through August 31, 2016 and may be amended or terminated by either party by submitting a written request at any time.

Governing Law:

This Memorandum of Understanding will be construed in accordance with the Laws of the State of Texas and is performable in Hidalgo County, Texas.

Consideration:

This Agreement is being made in consideration of the following: Doctor's Hospital at Renaissance, Ltd. and Hidalgo County Head Start Program agree that there will be no financial exchange of monies or other compensation.

Doctors Hospital at Renaissance, Ltd. *:*

_____
Authorized Signature Date

Julie Rouillier, Office Manager
Print Name and Title

Hidalgo County Head Start Program

_____
Honorable Ramon Garcia
Hidalgo County Judge

_____
Date

_____
Teresa Flores, Executive Director
Hidalgo County Head Start Program

_____
Date

ATTEST:

_____
Arturo Guajardo, Jr.
Hidalgo County Clerk

Approved As To Form:
Atlas, Hall & Rodriguez, LLP

By:_____
Stephen L. Crain

Approved As To Form:
Oxford & González, P.C.

By:_____
Ricardo González

Date Approved by Policy Council:
Date Approved by Commissioner's Court:

AI-51790 **Head Start** **17. C.**

CC - REGULAR

Meeting Date: 10/27/2015

Submitted For: Edmundo Garcia, HEAD START **Submitted By:** Linda Galaviz, HEAD START

Department: HEAD START

Information

CAPTION

Presentation for Discussion, Consideration and Approval for a One (1)Year Interlocal Agreement for Lease of Premises between the City of Mission and Hidalgo County Head Start Program

BACKGROUND

Policy Council Approval: 10.21.15

Fiscal Impact

Attachments

Interlocal Agreement w City of Mission

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	10/15/2015 09:57 AM
Purchasing Department	Monica Badillo	10/23/2015 07:16 PM
Form Started By: Linda Galaviz		Started On: 10/14/2015 10:06 AM
Final Approval Date: 10/23/2015		

Hidalgo County Head Start Program
Policy Council Agenda

DATE: October 21, 2015

SUBJECT: Presentation for Discussion, Consideration and Approval of a One Year Interlocal Agreement for the Lease of Premises between the City of Mission and Hidalgo County Head Start Program

RATIONALE/NEED: There is a need for approval of an Interlocal Agreement with City of Mission for use of facilities for a Head Start Center to continue serving the children in the area.

RECOMMENDATION: Administration recommends approval.

COST: Head Start (HHS-ACF) funds are available
Rent: 19-20-58152-10000-505

RELATED INFORMATION INCLUDED: Interlocal Agreement

* * * *

STATE OF TEXAS §
§
COUNTY OF HIDALGO §

INTERLOCAL AGREEMENT BETWEEN
THE CITY OF MISSION AND
HIDALGO COUNTY

This Lease is made and entered into by and between the **City of Mission** herein referred to as the "LESSOR" and Hidalgo County through the Head Start Program, herein referred to as the "LESSEE" in the Lease.

In consideration of the mutual covenants and agreements set forth in this Lease, and other good and valuable consideration, LESSOR demises and leases to LESSEE, and LESSEE leases from LESSOR, that certain building described located on real property situated at **115 Mayberry Mission, TX** more particularly described on Exhibit "A", attached hereto. The premises leased hereunder are referred to in this Lease as "the Premises" or the "Leased Premises" known by Lessee as **"Mission I Head Start Center."**

ARTICLE 1. TERMS AND RENT

1.01 The Leased Premises shall be used for the purpose of HEAD START CLASSROOMS AND FOR HEAD START PARENTS' MEETING subject to the special terms (if any) which may be listed below. The Leased Premises are deemed for the purposes of this Agreement to constitute all (100% percent) of the building located on the Leased Premises.

1.02 Except as otherwise provided herein, the initial term of this Agreement shall be for twenty-four (24) months commencing on **January 01, 2016** ("commencement date") and ending on **December 31, 2018** ("termination date") unless sooner terminated as provided in this Lease.

Termination

1.03 Either party shall have the right to terminate the Lease Agreement with or without cause by giving the other party sixty (60) day notice of such termination.

1.04 LESSEE shall comply with the Texas Department of Human Services Inspection in regards to the number of children that can safely occupy the building at any one time.

Base Rent

1.05 LESSEE agrees to pay LESSOR the maximum rent amount of $12,000.00 in twenty-four (24) equal monthly payment of $500.00 per month payable on the 1st day of each month. Payment shall be mailed to the City of Mission, 1201 E. 8th Street, Mission, Texas 78572.

1.06 LESSOR covenants and agrees that LESSEE on paying the rent and other charges herein provided for and observing and keeping the covenants, conditions, and terms of this Lease on LESSEE'S part to be kept or performed, shall lawfully and quietly hold, occupy, and enjoy the Leased Premises during the term of this Lease without hindrance or disruption by LESSOR or any person claiming under LESSOR except such portion of the Leased Premises, if any as shall be taken under the power of eminent domain.

LESSEE shall accept possession of Leased Premises and equipment (if any) in their present condition and location.

ARTICLE 2. TAXES

Taxes

The parties are ad valorem tax exempt.

ARTICLE 3. MAINTENANCE ON PREMISES

3.01 LESSEE agrees to maintain the Leased Premises in a condition suitable for use for which this lease is intended.

3.02 LESSEE will keep all and singular the Lease Premises, including all of LESSOR'S fixtures, appurtenances, equipment and machinery in such repair as the same at the commencement of the term, reasonable wear and tear accepted.

3.03 LESSEE shall provide housekeeping services for said premises, limited to sweeping, mopping and emptying trash cans, at most, every two (2) working days, and waxing floors not more often than every two (2) weeks.

3.04 In the event that the Leased Premises are destroyed by flood or other casualty, the parties agree that this lease will be terminated and shall not be in force and effect during that period of time while the Leased Premises cannot be used for the purposes intended by this Agreement.

3.05 It is agreed that all permanent improvements made to or furnished by the LESSEE on the Leased Premises shall be deemed to be and shall become part of the realty and shall belong to LESSOR upon expiration of the Lease or any extension hereof; provided, however that all chattels of LESSEE that will not damage the permanent improvement, if removed, shall be deemed the property of LESSEE and may be removed upon termination of the Lease.

3.06 LESSEE may make alterations, paint the interior or exterior of said building, but if major alterations which might adversely affect the exterior or interior of said building are desired by the LESSEE, such alteration shall not be made, nor signs erected without the written consent of LESSOR.

3.07 LESSOR shall maintain the building roof, air conditioner, heating system before and during the lease of the building and will provide all major repairs at its own expense.

ARTICLE 4. UTILITIES

Utility Charge

4.01 LESSEE shall pay the charges for the water, sewer, garbage, trash pickup services, telephone, gas and electricity furnished to the Lease Premises during the term of this lease.

ARTICLE 5. INSURANCE AND INDEMNITY

Property Insurance

5.01 LESSOR shall insure the building and equipment covered by this lease against fire, accident, or natural disaster. In the event the building(s), or equipment or any part thereof shall, during said term or any renewal hereof, be destroyed by fire, accident, or natural disaster the same shall be thereby rendered unfit for use and habitation, then and in such case, the rent heretofore reserved, or a just and proportionate part thereof, according to the nature and extent of the injury sustained, shall be suspended or abated until said Leased Premises shall have been put in proper condition for use and habitation, by LESSOR or this lease Agreement shall thereby be terminated and ended at the election of LESSEE or its legal representatives. LESSOR agrees to provide a copy of such policy of insurance to LESSEE at time of execution of this Agreement.

5.02 To the extent allowable under law, LESSEE agrees to hold LESSOR harmless from any liability arising out of Lessee's use of the leased premises, including the cost of defending LESSOR by attorneys acceptable to LESSOR.

5.03 LESSEE shall maintain bodily injury and property damage liability insurance pol icy in amounts and for functions that municipalities may be liable for as provided in the Texas Tort claims Act. (V.T.C.A Civil Practices and Remedies Code Section 101.001, et seq.) as it now provides and as it may change from time to time during the term of this lease, and such policies shall name Lessor as an additional insured. LESSEE shall provide LESSOR certificates of insurance evidencing same.

ARTICLE 6. MISCELLANEOUS

6.01 This Agreement shall be binding upon and insure to the benefit of the parties hereto and their respective successors, but LESSEE shall not assign any part of the premises.

6.02 LESSEE will not cause to be carried upon the premises any trade or business, which increases the rate of insurance premiums on the Leased Premises, building(s) or contents.

6.03 LESSEE will permit LESSOR at reasonable times to make such repairs as it may deem necessary for the protection of the premises.

6.04 This Agreement shall be construed under and in accordance with the laws of the State of Texas and all obligations of parties created hereunder are performable in Hidalgo County, Texas.

6.05 Commitment of Current Revenues Only. In the event that, during any term hereof, the County does not appropriate sufficient funds to meet the obligations of such party under this Agreement, then the LESSEE may terminate this Agreement upon sixty (60) days written notice to the other party. The LESSEE agrees, however to use its best efforts to secure funds necessary for the continued performance of this Agreement. The parties intend these provisions to be a continuing right to terminate this Agreement at the expiration of each budget period of the LESSEE.

6.06 LESSEE shall permit LESSOR and its agents to enter into and upon the Leased Premises at approved specified times after written notice to LESSEE for the purpose of inspecting the same or for the purpose of maintaining or making repairs to the Leased Premises required hereby. However, the LESSOR agrees to not disrupt or interfere with the LESSEE's program.

WAIVER OF BREACH

A waiver by either LESSOR or LESSEE of a breach of this Lease by the other party shall not constitute a continuing wavier or waiver of any subsequent breach of the Lease.

ARTICLE 7. MISCELLANEOUS

Notices and Addresses

7.01 All notices required under this Lease will be deemed given when deposited in the custody of the U.S. Postal Service, certified, return receipt requested, postage prepaid and addressed to the proper party, at the following addresses:

LESSOR:

City of Mission
Attn: Norberto Salinas, Mayor
1201 E. 8th Street
Mission, TX 78572

LESSEE:

Hidalgo County Head Start Program
Attn: Teresa Flores, Executive Director
P.O. Box 0117
Edinburg, TX 78540-0117

Either party may change the address to which notices are to be sent by giving the other party notice of the new address in the manner provided in this section.

Legal Construction

7.02 In case any one or more of the provisions contained in this Agreement shall for any reason be held by the court of competent jurisdiction to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions of the Agreement, and this Agreement shall be construed as if the invalid illegal, or unenforceable provision had never been included in the Agreement.

Prior Agreement

7.03 This Agreement constitutes the sole and only Agreement of the parties to the Agreement and supersedes any prior understandings or written or oral Agreements between the parties respecting the subject matter of this Agreement.

Amendment

7.04 No amendment, modification, or alteration of the terms of this Agreement shall be binding unless it is in writing, dated subsequent to the date of this Agreement, and duly executed by the parties to this Agreement.

Rights and Remedies Cumulative

7.05 The rights and remedies provided by this lease Agreement are cumulative, and the use of any one right or remedy by either party shall not preclude or waive that party's right to use any or all other remedies. The rights and remedies provided in this Lease are in addition to any other rights the parties may have by law, statute, ordinance or otherwise.

Attorney's Fees and Costs

7.06 If, as a result of a breach of this Agreement by either party, the other party employs an attorney or attorneys to enforce its rights under this Lease, then the breaching or defaulting party agrees to pay the other party reasonable attorney's fees and cost incurred to enforce the Lease. As awarded by a court of competent jurisdictions.

Force Majeure

7.07 Neither LESSOR nor LESSEE shall be required to perform any term, condition, or covenant in this Lease so long as such performance is delayed or prevented by force majeure, which shall mean acts of God, strikes, lockouts, material or labor restrictions by any governmental authority, civil riot, floods, and other cause not reasonably within the control of LESSOR or LESSEE and which by the exercise of due diligence LESSOR or LESSEE is unable, wholly or in part, to prevent or overcome.

Estoppel Information

7.08 LESSEE shall, at the request of LESSOR, provide any and all information with respect to this Lease to any person designated by LESSOR.

Time of Essence

Time is of the essence of this Agreement.

THE UNDERSIGNED LESSOR and LESSEE execute this Lease on the day_____ of _____, 2015.

LESSEE:

BY: _____
Ramon Garcia, County Judge

BY: _____
Teresa Flores, Executive Director

ATTEST:

BY: _____
Arturo Guajardo, Jr.
Hidalgo County Clerk

LESSOR:

BY: _____
Norberto Salinas, Mayor
City of Mission

ATTEST:

BY: _____
Anna Carrillo, City Secretary

APPROVED AS TO FORM:
Oxford & Gonzalez

BY: _____
Ricardo Gonzalez

APPROVED AS TO FORM:
Atlas, Hall & Rodriguez, LLP

BY: _____
Stephen Crain

Date Approved by Policy Council:
Date Approved by County Commissioner:

EXHIBIT "A"

Physical Address:

The City of Mission building located at 115 Mayberry, Mission, Texas and designated as Head Start Classrooms, Administration Office Space and playground area.

Legal Description Being:

Facilities provided and designated by City of Mission located at 115 South Mayberry Street, Mission, Hidalgo County, Texas designated as classrooms, playground area, administrative space, and parking area being more particularly described as the West ten acres of the South nineteen acres of Lot 18-9 West Addition to Sharyland, Hidalgo County, Texas.

AI-51791 **Head Start** **17. D.**

CC - REGULAR

Meeting Date: 10/27/2015

Submitted For: Edmundo Garcia, HEAD START **Submitted By:** Linda Galaviz, HEAD START

Department: HEAD START

Information

CAPTION

Presentation for Discussion, Consideration and Approval of a One (1)Year Interlocal Agreement for the Lease of Two (2) Facilities (Edcouch Head Start Center and Edcouch Central Kitchen) Between the Edcouch-Elsa Independent School District and Hidalgo County Head Start Program

BACKGROUND

Policy Council Approval: 10.21.15

Fiscal Impact

Attachments

Interlocal Agreement w Edcouch-Elsa ISD

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	10/15/2015 09:57 AM
Purchasing Department	Monica Badillo	10/23/2015 07:16 PM
Form Started By: Linda Galaviz		Started On: 10/14/2015 10:08 AM
Final Approval Date: 10/23/2015		

Hidalgo County Head Start Program
Policy Council Agenda

DATE: October 21, 2015

SUBJECT: Presentation for Discussion, Consideration and Approval of a One Year Interlocal Agreement for the Lease of Two Facilities (Head Start Center & Central Kitchen) between the Edcouch-Elsa Independent School District and Hidalgo County Head Start Program

RATIONALE/NEED: There is a need for approval of an Interlocal Agreement with Edcouch-Elsa Independent School District for use of facilities for a Head Start Center and a Central Kitchen to continue serving the children in the area.

RECOMMENDATION: Administration recommends approval.

COST: Head Start (HHS-ACF) funds are available
Rent: 19-20-58152-10000-505

RELATED INFORMATION INCLUDED: Interlocal Agreement

* *

INITIATED BY: Ambrosio Tovar, Procurement Director

REVIEWED BY: Mr. Edmundo Garcia, Assistant Director

PROGRAM DIRECTOR'S APPROVAL: Teresa Flores

EDCOUCH

HEAD START CENTER

STATE OF TEXAS	§
	§
COUNTY OF HIDALGO	§

INTERLOCAL AGREEMENT BETWEEN
THE EDCOUCH-ELSA INDEPENDENT SCHOOL DISTRICT AND
HIDALGO COUNTY

This Lease is made and entered into by and between the **Edcouch-Elsa Independent School District** herein referred to as the "LESSOR" and **Hidalgo County** acting by and through its Head Start Program, herein referred to as the "LESSEE" in the Lease.

In consideration of the mutual covenants and agreements set forth in this Lease, and other good and valuable consideration, LESSOR demises and leases to LESSEE, and LESSEE leases from LESSOR, that certain described real property on which Head Start Building lies on and is situated at **201 N. Yellow Jacket Drive, Elsa, Texas** more particularly described on Exhibit "A", attached hereto. The premises leased hereunder are referred to in this Lease as "the Premises" or the "Leased Premises" and known by Lessee as the **"Edcouch Head Start Center."**

ARTICLE 1. TERMS AND RENT

1.01 The Leased Premises shall be used for the purpose of Head Start classrooms and for Head Start parents' meetings subject to the special terms (if any) which may be listed below. The Leased Premises are deemed for the purposes of this Agreement to constitute all 100% percent of such building in which the Leased Premises are located.

1.02 Except as otherwise provided herein, the initial term of this Agreement

shall be for twelve (12) months commencing on **January 01, 2016** ("commencement date") and ending on **December 31, 2016** ("termination date") unless sooner terminated as provided in this Lease, or unless renewed and extended in accordance with Paragraph 1.03, hereof.

Renewal or Termination

1.03 Provided LESSEE has not defaulted in any of the terms conditions or provisions thereof, LESSEE shall be given the right of renewal to extend the term of the Agreement for one (1) additional year commencing on the first day of **January 2017**, on the same terms and conditions.

Either LESSEE or LESSOR shall have the right to terminate the Lease Agreement with or without cause with sixty (60) days written notice to the other.

1.04 LESSEE shall comply with the Texas Department of Human Services Inspection in regards to the number of children that can safely occupy the building at any one time.

Base Rent

1.05 LESSEE agrees to pay LESSOR the maximum rent amount of $6,000.00 in twelve (12) equal monthly payment of $500.00 per month payable on the 1st day of each month. Payment shall be mailed to the Edcouch-Elsa I.S.D., PO Box 127, Edcouch, Texas 78538.

1.06 LESSOR covenants and agrees that LESSEE on paying the rent and other charges herein provided for and observing and keeping the covenants, conditions, and

terms of this Lease on LESSEE'S part to be kept or performed, shall lawfully and quietly hold, occupy, and enjoy the Leased Premises during the term of this Lease without hindrance or disruption by LESSOR or any person claiming under LESSOR except such portion of the Leased Premises, if any as shall be taken under the power of eminent domain.

LESSEE shall accept possession of Leased Premises and equipment (if any) in their present condition and location.

ARTICLE 2. TAXES

Taxes

2.01 LESSOR shall pay all real property taxes assessments until this lease either expires or terminates as provided herein

2.02 LESSOR shall pay all personal property taxes and assessments on such Leased Premises as presently owned by LESSOR.

ARTICLE 3. MAINTENANCE ON PREMISES

3.01 LESSEE agrees to maintain the Leased Premises in condition suitable for use for which this lease is intended.

3.02 LESSOR will keep all and singular the Leased Premises, including all of LESSOR'S fixtures, appurtenances, equipment and machinery in such repair as the same at the commencement of the term. All repairs shall be at LESSOR'S expense and shall remain the property of the LESSOR at the termination of the lease. Reasonable use and

wearing of said fixtures, appurtenances, equipment and machinery, damage thereto by accidental fire, accident, or natural disaster, shall be exempt from the provision.

3.03 LESSEE shall provide housekeeping services for said premises, limited to sweeping, mopping and emptying trash cans, at most, every two (2) working days, and waxing floors not more often than every two (2) weeks.

3.04 In the event that the Leased Premises are destroyed by flood or other casualty, the parties agree that this Agreement will be terminated and shall not be in force and effect during that period of time while the Leased Premises cannot be used for the purposes intended by Agreement.

3.05 It is agreed that all permanent improvements made to or furnished by the LESSEE on the Leased Premises shall be deemed to be and shall become part of the Leased Premises and shall belong to LESSOR upon expiration of the Lease or any extension hereof; provided, however that all window air condition units, carpeting and lighting fixtures shall be deemed chattels temporarily attached to the Leased Premises and shall remain the personal property of LESSEE and may be removed upon termination of the Lease or any extension hereof; provided, further, that all removal of such chattels will not damage the permanent improvement and if removed, shall be deemed the property of LESSEE and may be removed upon termination of the Lease.

3.06 LESSEE may make minor alterations such as painting the interior or exterior of said building, but if major alterations which might adversely affect the exterior or interior of said building are desired by the LESSEE, such alteration shall not be made, nor signs erected without the written consent of LESSOR.

3.07 LESSOR shall maintain the building roof, air conditioner, heating system during the lease of the building and will provide all major repairs at its own expense.

ARTICLE 4. UTILITIES

Utility Charge

4.01 LESSEE shall pay the charges for the water, sewer, garbage, trash pickup services, telephone, gas and electricity furnished to the Lease Premises during the term of this lease.

ARTICLE 5. INSURANCE AND INDEMNITY

Property Insurance

5.01 LESSOR shall insure the building and equipment covered by this lease against fire, accident, or natural disaster. In the event the building(s), or equipment or any part thereof shall, during said term or any renewal hereof, be destroyed by fire, accident, or natural disaster the same shall be thereby rendered unfit for use and habitation, then and in such case, the rent heretofore reserved, or a just and proportionate part thereof, according to the nature and extent of the injury sustained, shall be suspended or abated until said Lease Premises shall have been put in proper condition for use and habitation, by LESSEE or this lease Agreement shall thereby be terminated and ended at the election of LESSEE or its legal representatives. LESSOR agrees to provide a copy to such policy of insurance to LESSEE at time of execution of this Agreement.

5.02 To the extent allowable under law, LESSEE agrees to hold LESSOR harmless for any liability for any accident or other legal cause of action based upon any tort which occurs on the Lease Premises, caused solely by LESSEE, its agent or employees.

5.03 LESSEE agrees that during the term of this lease, it shall have in effect a liability insurance policy to protect LESSOR from any third party claims that may arise as a result of injuries caused to any person upon the premises herein described. The limits of this policy shall be not less than $100,000.00 per person and 300,000 per occurrence.

ARTICLE 6. MISCELLANEOUS

6.01 This Agreement shall be binding upon and insure to the benefit of the parties hereto and their respective successors, but LESSEE shall not assign any part of the premises.

6.02 LESSEE will not cause to be conducted upon the premises any trade or business, which increases the rate of insurance premiums on the Leased Premises, building(s) or contents.

6.03 LESSEE will permit LESSOR at reasonable times to make such repairs as it may deem necessary for the protection of the premises.

6.04 This Agreement shall be construed under and in accordance with the laws of the State of Texas and all obligations of parties created hereunder are performable in Hidalgo County, Texas.

6.05 Commitment of Current Revenues Only. In the event that, during any term hereof, either party hereto does not appropriate sufficient funds to meet the obligations of such party under this Agreement, then such party may terminate this Agreement upon sixty (60) days written notice to the other party. Both parties agree, however to use their best efforts to secure funds necessary for the continued performance of this Agreement. The parties intend these provisions to be a continuing right to terminate this Agreement at the expiration of each budget period of the parties.

6.06 LESSEE shall permit LESSOR and its agents to enter into and upon the Leased Premises at approved specified times after written notice to LESSEE for the purpose of inspecting the same or for the purpose of maintaining or making repairs to the Leased Premises required hereby. However, the LESSOR agrees to not disrupt or interfere with the LESSEE's program.

WAIVER OF BREACH

A wavier by either LESSOR or LESSEE of a breach of this Lease by the other party shall not constitute a continuing wavier or waiver of any subsequent breach of the Lease.

ARTICLE 7. MISCELLANEOUS

Notices and Addresses

7.01 All notices required under this Lease will be deemed delivered when deposited in certified or registered mail, addressed to the proper party, at the following addresses:

LESSOR:

Edcouch-Elsa I.S.D.
Attn: Dr. Richard Rivera, Superintendent
P.O. Box 127
Edcouch, Texas 78538

LESSEE:

Hidalgo County Head Start Program
Attn: Teresa Flores, Executive Director
P.O. Box 0117
Edinburg, TX 78540-0117

Either party may change the address to which notices are to be sent in by giving the other party notice of the new address in the manner provided in this section.

Legal Construction

In case any one or more of the provisions contained in this Agreement shall for any reason be held by the court of competent jurisdiction to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions of the Agreement, and this Agreement shall be construed as if the invalid illegal, or unenforceable provision had never been included in the Agreement.

Prior Agreement

This Agreement constitutes the sole and only Agreement of the parties to the Agreement and supersedes any prior understandings or written or oral Agreements between the parties respecting the subject matter of this Agreement.

Amendment

No amendment, modification, or alteration of the terms of this Agreement shall be binding unless it is in writing, dated subsequent to the date of this Agreement, and duly executed by the parties to this Agreement.

Rights and Remedies Cumulative

The rights and remedies provided by this lease Agreement are cumulative, and the use of any one right or remedy by either party shall not preclude or waive that party's right to use any or all other remedies. The rights and remedies provided in this Lease are in addition to any other rights the parties may have by law, statute, ordinance or otherwise.

Attorney's Fees and Costs

If, as a result of a breach of this Agreement by either party, the other party employs an attorney or attorneys to enforce its rights under this Lease, then the breaching or defaulting party agrees to pay the other party the reasonable attorney's fees and cost incurred to enforce the Lease. As awarded by a court of competent jurisdictions.

Force Majeure

Neither LESSOR nor LESSEE shall be required to perform any term, condition, or covenant in this Lease so long as such performance is delayed or prevented by force majeure, which shall mean acts of God, strikes, lockouts, material or labor restrictions by any governmental authority, civil riot, floods, and other cause not reasonably within the control of LESSOR or LESSEE and which by the exercise of due diligence LESSOR or LESSEE is unable, wholly or in part, to prevent or overcome.

Estoppel Information

LESSEE shall, at the request of LESSOR, provide any and all information with respect to this Lease to any person designated by LESSOR.

Time of Essence

Time is of the essence of this Agreement.

THE UNDERSIGNED LESSOR and LESSEE execute this Lease on the day_____ of _____, 2015.

LESSEE:

BY: _____
Ramon Garcia, County Judge

BY: _____
Teresa Flores, Executive Director

LESSOR:

BY: _____
Dr. Richard Rivera, Superintendent
Edcouch-Elsa I.S.D.

ATTEST:

BY: _____
Arturo Guajardo, Jr.
Hidalgo County Clerk

APPROVED AS TO FORM:
Oxford & Gonzalez

BY: _____
Ricardo Gonzalez

APPROVED AS TO FORM:
Atlas, Hall & Rodriguez, LLP

BY: _____
Stephen Crain

Date Approved by Policy Council:
Date Approved by County Commissioner:

EXHIBIT "A"

Physical Address:

The Edcouch-Elsa I.S.D. building located at 201 N. Yellow Jacket Drive, Elsa, Texas and designated as Head Start Classrooms, Administration Office Space and playground area

Legal Description Being:

WEST TRACT FT 548 40.0 AC to the City of Elsa, Hidalgo County, Texas, as per map or plat of said subdivision and addition recorded in the office of the County Clerk of Hidalgo County, Texas, to which map or plat reference is here made for more particularity of description.

EDCOUCH

KITCHEN

STATE OF TEXAS §
§
COUNTY OF HIDALGO §

INTERLOCAL AGREEMENT BETWEEN THE EDCOUCH-ELSA INDEPENDENT SCHOOL DISTRICT AND HIDALGO COUNTY

This Lease is made and entered into by and between the **Edcouch-Elsa Independent School District** herein referred to as the "LESSOR" and **Hidalgo County** acting by and through its Head Start Program, herein referred to as the "LESSEE" in the Lease.

In consideration of the mutual covenants and Agreements set forth in this Lease, and other good and valuable consideration, LESSOR demises and leases to LESSEE, and LESSEE leases from LESSOR, that certain described real property on which Head Start Buildings lies on and is situated at **831 E. Edinburg, Hwy 107, Elsa, Texas** more particularly described on Exhibit "A", attached hereto. The premises leased hereunder are referred to in this Lease as "the Premises" or the "Leased Premises" and known by lessee as the **"Edcouch Central Kitchen."**

ARTICLE 1. TERMS AND RENT

1.01 The Leased Premises shall be used for the purpose of Head Start Kitchen subject to the special terms (if any) which may be listed below. The Leased Premises are deemed for the purposes of this Agreement to constitute all 100% percent of such building in which the Leased Premises are located.

1.02 Except as otherwise provided herein, the initial term of this Agreement

shall be for twelve (12) months commencing on **January 01, 2016** ("commencement date") and ending on **December 31, 2016** ("termination date") unless sooner terminated as provided in this Lease, or unless renewed and extended in accordance with Paragraph 1.03, hereof.

Renewal or Termination

1.03 Provided LESSEE has not defaulted in any of the terms conditions or provisions thereof, LESSEE shall be given the right of renewal to extend the term of the Agreement for one (1) additional year commencing on the first day of **January 2017**, on the same terms and conditions.

Either LESSEE or LESSOR shall have the right to terminate the Lease Agreement with or without cause with sixty (60) days written notice to the other.

1.04 LESSEE shall comply with the Texas Department of Human Services Inspection in regards to the number of children that can safely occupy the building at any one time.

Base Rent

1.05 LESSEE agrees to pay LESSOR the maximum rent amount of $6,000.00 in twe.ve (12) equal monthly payment of $500.00 per month payable on the 1st day of each month. Payment shall be mailed to the Edcouch-Elsa I.S.D., PO Box 127, Edcouch, Texas 78538.

1.06 LESSOR covenants and agrees that LESSEE on paying the rent and other charges herein provided for and observing and keeping the covenants, conditions, and

terms of this Lease on LESSEE'S part to be kept or performed, shall lawfully and quietly hold, occupy, and enjoy the Leased Premises during the term of this Lease without hindrance or disruption by LESSOR or any person claiming under LESSOR except such portion of the Leased Premises, if any as shall be taken under the power of eminent domain.

LESSEE shall accept possession of Leased Premises and equipment (if any) in their present condition and location.

ARTICLE 2. TAXES

Taxes

2.01 LESSOR shall pay all real property taxes assessments until this lease either expires or terminates as provided herein

2.02 LESSOR shall pay all personal property taxes and assessments on such Leased Premises as presently owned by LESSOR.

ARTICLE 3. MAINTENANCE ON PREMISES

3.01 LESSEE agrees to maintain the Leased Premises in condition suitable for use for which this lease is intended.

3.02 LESSOR will keep all and singular the Leased Premises, including all of LESSOR'S fixtures, appurtenances, equipment and machinery in such repair as the same at the commencement of the term. All repairs shall be at LESSOR'S expense and shall remain the property of the LESSOR at the termination of the lease. Reasonable use and

wearing of said fixtures, appurtenances, equipment and machinery, damage thereto by accidental fire, accident, or natural disaster, shall be exempt from the provision.

3.03 LESSEE shall provide housekeeping services for said premises, limited to sweeping, mopping and emptying trash cans, at most, every two (2) working days, and waxing floors not more often than every two (2) weeks.

3.04 In the event that the Leased Premises are destroyed by flood or other casualty, the parties agree that this Agreement will be terminated and shall not be in force and effect during that period of time while the Leased Premises cannot be used for the purposes intended by Agreement.

3.05 It is agreed that all permanent improvements made to or furnished by the LESSEE on the Leased Premises shall be deemed to be and shall become part of the Leased Premises and shall belong to LESSOR upon expiration of the Lease or any extension hereof; provided, however that all window air condition units, carpeting and lighting fixtures shall be deemed chattels temporarily attached to the Leased Premises and shall remain the personal property of LESSEE and may be removed upon termination of the Lease or any extension hereof; provided, further, that all removal of such chattels will not damage the permanent improvement and if removed, shall be deemed the property of LESSEE and may be removed upon termination of the Lease.

3.06 LESSEE may make minor alterations such as painting the interior or exterior of said building, but if major alterations which might adversely affect the exterior or interior of said building are desired by the LESSEE, such alteration shall not be made, nor signs erected without the written consent of LESSOR.

3.07 LESSOR shall maintain the building roof, air conditioner, heating system during the lease of the building and will provide all major repairs at its own expense.

ARTICLE 4. UTILITIES

Utility Charge

4.01 LESSEE shall pay the charges for the water, sewer, garbage, trash pickup services, telephone, gas and electricity furnished to the Lease Premises during the term of this lease.

ARTICLE 5. INSURANCE AND INDEMNITY

Property Insurance

5.01 LESSOR shall insure the building and equipment covered by this lease against fire, accident, or natural disaster. In the event the building(s), or equipment or any part thereof shall, during said term or any renewal hereof, be destroyed by fire, accident, or natural disaster the same shall be thereby rendered unfit for use and habitation, then and in such case, the rent heretofore reserved, or a just and proportionate part thereof, according to the nature and extent of the injury sustained, shall be suspended or abated until said Lease Premises shall have been put in proper condition for use and habitation, by LESSEE or this lease Agreement shall thereby be terminated and ended at the election of LESSEE or its legal representatives. LESSOR agrees to provide a copy to such policy of insurance to LESSEE at time of execution of this Agreement.

5.02 To the extent allowable under law, LESSEE agrees to hold LESSOR harmless for any liability for any accident or other legal cause of action based upon any tort which occurs on the Lease Premises, caused solely by LESSEE, its agent or employees.

5.03 LESSEE agrees that during the term of this lease, it shall have in effect a liability insurance policy to protect LESSOR from any third party claims that may arise as a result of injuries caused to any person upon the premises herein described. The limits of this policy shall be not less than $100,000.00 per person and 300,000 per occurrence.

ARTICLE 6. MISCELLANEOUS

6.01 This Agreement shall be binding upon and insure to the benefit of the parties hereto and their respective successors, but LESSEE shall not assign any part of the premises.

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6.03 LESSEE will permit LESSOR at reasonable times to make such repairs as it may deem necessary for the protection of the premises.

6.04 This Agreement shall be construed under and in accordance with the laws of the State of Texas and all obligations of parties created hereunder are performable in Hidalgo County, Texas.

6.05 Commitment of Current Revenues Only. In the event that, during any term hereof, either party hereto does not appropriate sufficient funds to meet the obligations of such party under this Agreement, then such party may terminate this Agreement upon sixty (60) days written notice to the other party. Both parties agree, however to use their best efforts to secure funds necessary for the continued performance of this Agreement. The parties intend these provisions to be a continuing right to terminate this Agreement at the expiration of each budget period of the parties.

6.06 LESSEE shall permit LESSOR and its agents to enter into and upon the Leased Premises at approved specified times after written notice to LESSEE for the purpose of inspecting the same or for the purpose of maintaining or making repairs to the Leased Premises required hereby. However, the LESSOR agrees to not disrupt or interfere with the LESSEE's program.

WAIVER OF BREACH

A wavier by either LESSOR or LESSEE of a breach of this Lease by the other party shall not constitute a continuing wavier or waiver of any subsequent breach of the Lease.

ARTICLE 7. MISCELLANEOUS

Notices and Addresses

7.01 All notices required under this Lease will be deemed delivered when deposited in certified or registered mail, addressed to the proper party, at the following addresses:

LESSOR:	LESSEE:
Edcouch-Elsa I.S.D. Attn: Dr. Richard Rivera P.O. Box 127 Edcouch, Texas 78538	Hidalgo County Head Start Program Attn: Teresa Flores, Executive Director P.O. Box 0117 Edinburg, TX 78540-0117

Either party may change the address to which notices are to be sent in by giving the other party notice of the new address in the manner provided in this section.

Legal Construction

In case any one or more of the provisions contained in this Agreement shall for any reason be held by the court of competent jurisdiction to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions of the Agreement, and this Agreement shall be construed as if the invalid illegal, or unenforceable provision had never been included in the Agreement.

Prior Agreement

This Agreement constitutes the sole and only Agreement of the parties to the Agreement and supersedes any prior understandings or written or oral Agreements between the parties respecting the subject matter of this Agreement.

Amendment

No amendment, modification, or alteration of the terms of this Agreement shall be binding unless it is in writing, dated subsequent to the date of this Agreement, and duly executed by the parties to this Agreement.

Rights and Remedies Cumulative

The rights and remedies provided by this Lease Agreement are cumulative, and the use of any one right or remedy by either party shall not preclude or waive that party's right to use any or all other remedies. The rights and remedies provided in this Lease are in addition to any other rights the parties may have by law, statute, ordinance or otherwise.

Attorney's Fees and Costs

If, as a result of a breach of this Agreement by either party, the other party employs an attorney or attorneys to enforce its rights under this Lease, then the breaching or defaulting party agrees to pay the other party the reasonable attorney's fees and cost incurred to enforce the Lease. As awarded by a court of competent jurisdictions.

Force Majeure

Neither LESSOR nor LESSEE shall be required to perform any term, condition, or covenant in this Lease so long as such performance is delayed or prevented by force majeure, which shall mean acts of God, strikes, lockouts, material or labor restrictions by any governmental authority, civil riot, floods, and other cause not reasonably within the control of LESSOR or LESSEE and which by the exercise of due diligence LESSOR or LESSEE is unable, wholly or in part, to prevent or overcome.

Estoppel Information

LESSEE shall, at the request of LESSOR, provide any and all information with respect to this Lease to any person designated by LESSOR.

Time of Essence

Time is of the essence of this Agreement.

THE UNDERSIGNED LESSOR and LESSEE execute this Lease on the day_____ of _____, 2015.

LESSEE:

BY: _____
Ramon Garcia, County Judge

BY: _____
Teresa Flores, Executive Director

LESSOR:

BY: _____
Dr. Richard Rivera, Superintendent
Edcouch-Elsa I.S.D.

ATTEST:

BY: _____
Arturo Guajardo, Jr.
Hidalgo County Clerk

APPROVED AS TO FORM:
Oxford & Gonzalez

BY: _____
Ricardo Gonzalez

APPROVED AS TO FORM:
Atlas, Hall & Rodriguez, LLP

BY: _____
Stephen Crain

Date Approved by Policy Council:
Date Approved by County Commissioner:

EXHIBIT "A"

Physical Address: Head Start Central Kitchen

The Edcouch-Elsa I.S.D. building located at 831 E. Edinburg Hwy 107, Elsa, Texas and designated as Head Start Central Kitchen, and Administration Office Space.

Legal Description Being:

WEST TRACT FT 548 40.0 AC to the City of Elsa, Hidalgo County, Texas, as per map or plat of said subdivision and addition recorded in the office of the County Clerk of Hidalgo County, Texas, to which map or plat reference is here made for more particularity of description.

AI-51792 **Head Start** **17. E.**

CC - REGULAR

Meeting Date: 10/27/2015

Submitted For: Edmundo Garcia, HEAD START **Submitted By:** Linda Galaviz, HEAD START

Department: HEAD START

Information

CAPTION

Discussion/Approval to Declare Obsolete the Attached List of Items and Transfer Items to the County's Surplus Department for Proper Disposition

BACKGROUND

Policy Council Approval: 10.21.15

Fiscal Impact

Attachments

Surplus Items

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	10/15/2015 09:57 AM
Purchasing Department	Monica Badillo	10/23/2015 07:16 PM
Form Started By: Linda Galaviz		Started On: 10/14/2015 10:11 AM
Final Approval Date: 10/23/2015		

Hidalgo County Head Start Program

Policy Council Regular Agenda

DATE: October 21, 2015

SUBJECT: Discussion/Approval to Declare Obsolete the Attached List of Items and Transfer Items to the County's Surplus Department for Proper Disposition

RATIONALE/NEED: The items listed on the attached surplus materials/equipment list are not in operating condition, they are old and beyond any possible repair. The Policy Council must approve the disposition of these items.

RECOMMENDATION: Administration recommends approval.

COST: N/A

RELATED INFORMATION INCLUDES: Memorandum and List of Surplus Materials and Equipment

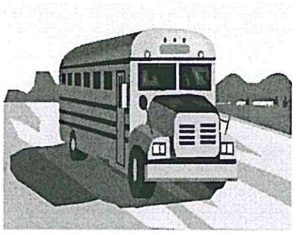
****

INITIATED BY: Oscar Palacios, Field Operations Director

REVIEWED BY: Edmundo Garcia, Assistant Director for Operations

EXECUTIVE DIRECTOR'S APPROVAL: Teresa Flores

MEMORANDUM



To: Edmundo Garcia, Assistant Program Director

From: Oscar Palacios, Field Operations Director

Subj.: Surplus materials/equipment

Date: September 28, 2015

CC: Teresa Flores, Executive Director
Elma Carrera, CFO
Noelia Smith, Benefits Administrator
Files

After review and evaluation of our inventory of vehicles, supplies and equipment, I am attaching for the consideration and approval a comprehensive list of items that have been determined to be obsolete.

These items have been categorized as surplus, due to their state of disrepair, age and/or unacceptable under State Licensing regulations.

Once authorization is obtained from the Policy Council and Commissioner's Court I will transfer these items to the county to be placed on the next scheduled auction on November 4, 2015.

Attachments

2015 Auction List

HIDALGO COUNTY HEAD START PROGRAM

Description	Inventory Tag #	Serial/Model #	Qty
APPLIANCES	***	***	*
REFRIGERATOR	N/A	FRT21LRGW2	1
REFRIGERATOR	N/A	N/A	3
COMMERCIAL WATER HEATER	N/A	RR0102E00290	1
COMMERCIAL WATER HEATER	N/A	RR1200E00395	1
WATER HEATER	N/A	M240S6DS-INCWW	1
AUTOMOTIVE	***	***	*
BUS/VAN TIRES	N/A	N/A	17
ELECTRICAL/AIR COND.	***	***	*
A/C WINDOW UNIT	N/A	IK81279687	1
A/C WINDOW UNIT	N/A	VK0012000BDP	1
A/C COMPRESSOR	N/A	GOODMAN	1
A/C COMPRESSOR	N/A	RUUD	1
A/C COMPRESSOR	00002949	12ACB60-4P	1
A/C COMPRESSOR	N/A	CKJ36-1A	1
A/C COMPRESSOR	N/A	HS29-036-9Y	1
A/C COMPRESSOR	00002356	561CP060-3	1
A/C COMPRESSOR	00002343	4AKB-042CAZ	1
A/C COMPRESSOR	N/A	RAKA-018JAZ	1
A/C COMPRESSOR W/FAN MOTORS	N/A	N/A	2
A/C COMPRESSOR	00002980	5673F250118583	1
A/C COMPRESSOR	N/A	W0G8039015	1
A/C FAN BLOWER	N/A	N/A	1
A/C HEATER COIL	N/A	N/A	1
AIR HANDLER	N/A	HM17929335	1
ELECTRONICS	***	***	*
RADIO C/D PLAYER	N/A	N/A	1
CD PLAYERS	N/A	N/A	2
FURNITURE	***	***	*
8 FT TABLE	N/A	N/A	2
6 FT TABLE	N/A	N/A	3
5FT TABLE	N/A	N/A	4
3 FT TABLE	N/A	N/A	1
ROUND WOODEN TABLE	N/A	N/A	1
FOLDING TABLES	N/A	N/A	3
CHAIRS	N/A	N/A	4

Furniture cont'd on next page

Description	Inventory Tag #	Serial/Model #	Qty
FURNITURE CONT'D	***	***	*
EASELS	N/A	N/A	8
CARPETS	N/A	N/A	2
FLIP CHART STANDS	N/A	N/A	4
2 DOOR CABINET	18349	N/A	1
3 SHELF BOOKCASE	010133	N/A	1
MAGAZINE SHELF	N/A	N/A	2
STORAGE CABINET	N/A	N/A	2
MEDIA CENTER	009697	N/A	1
MEDIA CENTER	N/A	N/A	1
ROUND TABLE	005864	N/A	1
ROUND TABLE	002830	N/A	1
ROUND TABLE	N/A	N/A	3
4X2.5 FT TABLE	007232	N/A	1
4X2.5 FT TABLE	N/A	N/A	4
4X2 FT TABLE	002923	N/A	1
4X2 FT TABLE	N/A	N/A	1
TRAPEZOID TABLE	012286	N/A	1
TRAPEZOID TABLE	N/A	N/A	2
5X3 FT TABLE	N/A	N/A	1
WOODEN TABLE	009377	N/A	1
WOODEN SQUARE TABLE	N/A	N/A	1
WOODEN WHITE TABLE	N/A	N/A	1
FURNITURE, CHILDRENS	***	***	*
COTS	N/A	N/A	59
CHAIRS	N/A	N/A	4
ROCKING CHAIR	N/A	N/A	1
STUDENT DESK	N/A	N/A	1
FURNITURE, OFFICE	***	***	*
OFFICE CHAIRS	N/A	N/A	7
WOODEN CHAIR	2838	N/A	1
2 DRAWER FILE CABINET	N/A	N/A	2
DESK	N/A	N/A	1
SHREDDER	N/A	18432	1
JANITORIAL EQUIPMENT	***	***	*
BUCKET W/WRINGER	N/A	N/A	1
BROOM	N/A	N/A	1
VACUUM - HOOVER BLUE VAC	N/A	20224	1
VACUUM - RED SANITAIRE	N/A	17288	1
HOUSECLEANING HOLDER	N/A	N/A	1
PAPER TOWEL DISPENSERS	N/A	N/A	4

Description	Inventory Tag #	Serial/Model #	Qty
KITCHEN EQUIPMENT	***	***	*
PANTRY	003580	N/A	1
SINK	06805	N/A	1
SINK	06852	N/A	1
OFFICE EQUIPMENT	***	***	*
OVERHEAD PROJECTOR	015753	N/A	1
TOYS	***	***	*
WOODEN BLOCKS	N/A	N/A	40
DOLLS	N/A	N/A	14
DOLL CRIBS	N/A	N/A	2
GREY STOVE	N/A	N/A	1
BROWN STOVE	N/A	N/A	2
MICROWAVE	N/A	N/A	1
IRONING BOARDS	N/A	N/A	2
PHONE BOOTH	N/A	N/A	1
SHOPPING CART	N/A	N/A	1

updated 10/05/2015

HCHSP 2015 Auction Report

Description	Model Type	Serial Nº	Serv Tag Code	Exp Serv Code	Tag	Barcode
Computer	Dell Optiplex GX280	BMSC761	SAME AS SERIAL Nº	25322459977	16327	00001755
Computer	Dell Optiplex GX280	1G3F761	SAME AS SERIAL Nº	3149989129	16918	00002514
Computer	Dell Optiplex GX280	5KSC761	SAME AS SERIAL Nº	12140833609	17052	None
Computer	Dell Optiplex GX280	4MSC761	SAME AS SERIAL Nº	10084983625	17071	00001908
Computer	Dell Optiplex GX280	F7Q4761	SAME AS SERIAL Nº	33118864201	17093	00001354
Computer	Dell Optiplex GX280	28Q4761	SAME AS SERIAL Nº	4881160009	17097	None
Computer	Dell Optiplex GX280	6MSC761	SAME AS SERIAL Nº	14438548297	17102	00002720
Computer	Dell Optiplex GX280	FDR9Y71	SAME AS SERIAL Nº	33483609181	17450	00001832
DV-Recorder	INTLX-9 CIF 3.2 Standard 160GB	074465000700	NONE	None	17270	00001264
DV-Recorder	INTLX-9 CIF 3.2 Standard 160GB	074465000701	NONE	None	17346	None
DV-Recorder	INTLX-9 CIF 3.2 Standard 160GB	074765000837	NONE	None	17351	None
DV-Recorder	INTLX-16 CIF 3.2 Standard 160GB	074466000823	NONE	None	17365	00002192
DV-Recorder	INTLX-9 CIF 3.2 Standard 160GB	074765000836	NONE	None	17368	None
DV-Recorder	INTLX-9 CIF 3.2 Standard 160GB	074465000713	NONE	None	17388	00002159
DV-Recorder	INTLX-9 CIF 3.2 Standard 160GB	074765000821	NONE	None	17415	None
DV-Recorder	INTLX-16 CIF 3.2 Standard 160GB	07446000830	NONE	None	17460	None
Monitor	Dell 17" Flat Panel	CN-02Y315-71618-49E-AJY2	NONE	None	16096	00002093
Monitor	Dell 17" Flat Panel	CN-0Y9833-71618-696-AAG3	NONE	None	16800	00001400
Monitor	Dell 17" Flat Panel	CN-0Y9833-71618-696-AA34	NONE	None	16803	00001376
Monitor	Dell 17" Flat Panel	CN-02Y315-71618-49E-AJXV	NONE	None	17014	00002302
Monitor	Dell 17" Flat Panel	CN-02Y315-71618-49E-AJY9	NONE	None	17050	00001715
Monitor	Princeton 1911 LCD	INEF3705475	NONE	None	17068	00001065
Monitor	Dell 17" Flat Panel	CN-02Y315-71618-45N-	NONE	None	17131	00003027

Description	Model Type	Serial №	Serv Tag Code	Exp Serv Code	Tag	Barcode
		AANF				
Monitor	Dell 24" S2409W Wide Panel	CN-0M500F-14261-98E-0M3U	NONE	None	18092	00002204
Monitor	MON-19LCD BL-CCTV 19"	LML93BA10073	NONE	None	19621	00002193
Printer	HP940c Desk Jet	MX2606F13M	NONE	None	015316	None
Printer	HP940c Desk Jet	MX25M1D058X	NONE	None	015318	None
Printer	HP940c Desk Jet	MX25M1D1CD	NONE	None	015333	None
Printer	HP940c Desk Jet	MX2606F0VC	NONE	None	015411	None
Printer	HP940c Desk Jet	MX25L1D2HR	NONE	None	015421	None
Printer	HP940c Desk Jet	MX25M1D04B	NONE	None	17931	None
Router	Netopia 3546N	25751424	NONE	None	17551	None
Router	Netopia 3346N	18487004	NONE	None	17863	None
Router	Netopia 3346N	18224512	NONE	None	17865	None
Scanner	HP7400c	CN282S0876	NONE	None	17540	
Switch	Hawking Technology CS164 4-Port	0349001922/A3	NONE	None	None	None

Submitted by: Anton Agbuya, MIS Tech.
Date: 09-29-2015

AI-51803 **Head Start** **17. F.**

CC - REGULAR

Meeting Date: 10/27/2015

Submitted For: Edmundo Garcia, HEAD START **Submitted By:** Linda Galaviz, HEAD START

Department: HEAD START

Information

CAPTION

Discussion/Approval for Hidalgo County Head Start Program to Exercise Option to Extend for an Additional Two (2) Year Term on the Lease Agreements for Land (under same terms and conditions) with the Following Private Entities:

La Amistad Apts., Ltd, Donna IV H/S Center
Galilean Apts., Ltd, Edinburg III H/S Center
La Herencia Apts. Ltd, La Herencia H/S Center
Padre De Vida Apts. Ltd, McAllen IV H/S Center
El Patrimonio Apts. Ltd, McAllen VI H/S Center
La Estancia Apts., Ltd, Mercedes II H/S Center
Pueblo de Paz Apts., Ltd, Mission III H/S Center
Rio De Vida Apts., Ltd, Mission IV H/S Center
Daniel Garza, Granjeno H/S Center
Guillermina Aguirre Garcia, Weslaco III H/S Center
Saint Anne Church, Western Rd H/S Center
Texas Valley Communities Foundation, Mercedes I H/S Center

BACKGROUND

Policy Council Approval: 10.21.15

Fiscal Impact

Attachments

Extend Lease Agreements

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	10/15/2015 10:02 AM

Purchasing Department	Monica Badillo	10/23/2015 07:16 PM
Form Started By: Linda Galaviz		Started On: 10/14/2015 11:08 AM
Final Approval Date: 10/23/2015		

Hidalgo County Head Start Program
Policy Council Agenda

DATE: October 21, 2015

SUBJECT: Discussion/Approval for Hidalgo County Head Start Program to Exercise Option to Extend for an Additional Two Year Term on the Lease Agreements for Land (under same terms and conditions) with the following Private Entities:

Entity	Head Start Center
La Amistad Apts., Ltd.	Donna IV Head Start
Galilean Apts., Ltd.	Edinburg III Head Start
La Herencia Apts., Ltd.	La Herencia Head Start
Padre De Vida Apts., Ltd.	McAllen IV Head Start
El Patrimonio Apts., Ltd.	McAllen VI Head Start
La Estancia Apts., Ltd.	Mercedes II Head Start
Pueblo De Paz Apts., Ltd.	Mission III Head Start
Rio De Vida Apts., Ltd.	Mission IV Head Start
Daniel Garza	Granjeno Head Start
Guillermin Aguirre Garcia	Weslaco III Head Start
Saint Anne Church	Western Rd. Head Start
Texas Valley Communities Foundation	Mercedes I Head Start

RATIONALE/NEED: The existing lease agreements need to be extended in order to secure the land for the Head Start facilities to continue serving Head Start children and families.

RECOMMENDATION: Administration recommends approval.

COST: Head Start (HHS-ACF) funds are available in the budget.
Rent: 19-20-5152-10000-505

RELATED INFORMATION INCLUDED: Memo/Lease Agreement Extensions

INITIATED BY: Ambrosio Tovar, Procurement Director
REVIEWED BY: Mr. Edmundo Garcia, Assistant Director
PROGRAM DIRECTOR'S APPROVAL: Teresa Flores

Hidalgo County Head Start Program
1901 W. State Hwy 107 McAllen, TX 78504, PO Box 0117, Edinburg, Texas 78540-0117

Two Year Lease Agreement Extension

Dear Sir/Madam:

The purpose of this letter is to exercise Hidalgo County's option to extend a Lease Agreement for two (2) additional years as stated in the existing contract dated December 3rd, 2014 between Hidalgo County and **La Amistad Apts., L.P.,** (Donna IV Head Start Center) for the property located at 202 West South Avenue, Donna, TX. 78537 (The "Original Lease Agreement").

If the **La Amistad Apts., L.P.** agrees to this two (2) year extension of the original Lease Agreement under the same existing terms and conditions, please have the authorized individual sign this Lease Agreement. It should be noted that the basis of this two (2) year extension is listed under ARTICLE 1.03, TERMS, of the original Lease Agreement.

The Head Start Program wishes to express its appreciation for your cooperation and support in this matter.

The beginning and ending date of extension shall be December 3rd, 2015 through December 2, 2017. The original Lease Agreement is extended for a period of two (2) years with all conditions including the lease amount remaining the same.

ACCEPTED AND AGREED:
La Amistad Apts., L.P.

Authorized Official:

BY: _____

Title: _____

Date: _____

Two Year Lease Agreement Extension (Cont.)

Hidalgo County Head Start Program

By:_____
Teresa Flores, Executive Director

By:_____
Ramon Garcia, County Judge

ATTEST:

By:_____
Arturo Guajardo, Jr., County Clerk

Approved As to Form:
Oxford & Gonzalez

By:_____
Ricardo Gonzalez

Approved As to Form:
Atlas, Hall, & Rodriguez, L.L.P

By:_____
Stephen L. Crain

Date Approved by Policy Council:
Date Approved by Commissioners' Court:

Hidalgo County Head Start Program
1901 W. State Hwy 107 McAllen, TX 78504, PO Box 0117, Edinburg, Texas 78540-0117

Two Year Lease Agreement Extension

Dear Sir/Madam:

The purpose of this letter is to exercise Hidalgo County's option to extend a Lease Agreement for two (2) additional years as stated in the existing contract dated December 3rd, 2014 between Hidalgo County and **Galilean Apts., L.P.,** (Edinburg III Head Start Center) for the property located at 3817 Veterans Boulevard, Edinburg, TX. 78539 (The "Original Lease Agreement").

If the **Galilean Apts., L.P.** agrees to this two (2) year extension of the original Lease Agreement under the same existing terms and conditions, please have the authorized individual sign this Lease Agreement. It should be noted that the basis of this two (2) year extension is listed under ARTICLE 1.03, TERMS, of the original Lease Agreement.

The Head Start Program wishes to express its appreciation for your cooperation and support in this matter.

The beginning and ending date of extension shall be December 3st, 2015 through December 2, 2017. The original Lease Agreement is extended for a period of two (2) years with all conditions including the lease amount remaining the same.

ACCEPTED AND AGREED:
Galilean Apts., L.P.

BY: _____

Title: _____

Date: _____

Hidalgo County Head Start Program

By:_____
Teresa Flores, Executive Director

By:_____
Ramon Garcia, County Judge

ATTEST:

By: _____
Arturo Guajardo, Jr., County Clerk

Approved As to Form:
Oxford & Gonzalez

By:_____
Ricardo Gonzalez

Approved As to Form:
Atlas, Hall, & Rodriguez, L.L.P

By:_____
Stephen L. Crain

Date Approved by Policy Council:
Date Approved by Commissioners' Court:

Hidalgo County Head Start Program
1901 W. State Hwy 107 McAllen, TX 78504, PO Box 0117, Edinburg, Texas 78540-0117

Two Year Lease Agreement Extension

Dear Sir/Madam:

The purpose of this letter is to exercise Hidalgo County's option to extend a Lease Agreement for two (2) additional years as stated in the existing contract dated December 3rd, 2014 between Hidalgo County and **La Herencia Apts., L.P.,** (La Herencia Head Start Center) for the property located at 100 La Herencia, Mercedes, TX. 78570 (The "Original Lease Agreement").

If the **La Herencia Apts., L.P.** agrees to this two (2) year extension of the original Lease Agreement under the same existing terms and conditions, please have the authorized individual sign this Lease Agreement. It should be noted that the basis of this two (2) year extension is listed under ARTICLE 1.03, TERMS, of the original Lease Agreement.

The Head Start Program wishes to express its appreciation for your cooperation and support in this matter.

The beginning and ending date of extension shall be December 3st, 2015 through December 2, 2017. The original Lease Agreement is extended for a period of two (2) years with all conditions including the lease amount remaining the same.

ACCEPTED AND AGREED:
La Herencia Apts., Ltd.

BY: _____

Title: _____

Date: _____

Hidalgo County Head Start Program

By:_____
Teresa Flores, Executive Director

By:_____
Ramon Garcia, County Judge

ATTEST:

By: _____
Arturo Guajardo, Jr., County Clerk

Approved As to Form:
Oxford & Gonzalez

By:_____
Ricardo Gonzalez

Approved As to Form:
Atlas, Hall, & Rodriguez, L.L.P

By:_____
Stephen L. Crain

Date Approved by Policy Council:
Date Approved by Commissioners' Court:

Hidalgo County Head Start Program
1901 W. State Hwy 107 McAllen, TX 78504, PO Box 0117, Edinburg, Texas 78540-0117

Two Year Lease Agreement Extension

Dear Sir/Madam:

The purpose of this letter is to exercise Hidalgo County's option to extend a Lease Agreement for two (2) additional years as stated in the existing contract dated December 3rd, 2014 between Hidalgo County and **Padre De Vida Apts., L.P.,** (McAllen IV Head Start Center) for the property located at 3900 South Ware Road, McAllen, TX. 78501 (The "Original Lease Agreement").

If the **Padre De Vida Apts., L.P.** agrees to this two (2) year extension of the original Lease Agreement under the same existing terms and conditions, please have the authorized individual sign this Lease Agreement. It should be noted that the basis of this two (2) year extension is listed under ARTICLE 1.03, TERMS, of the original Lease Agreement.

The Head Start Program wishes to express its appreciation for your cooperation and support in this matter.

The beginning and ending date of extension shall be December 3st, 2015 through December 2, 2017. The original Lease Agreement is extended for a period of two (2) years with all conditions including the lease amount remaining the same.

ACCEPTED AND AGREED:
Padre De Vida Apts., L.P.

BY: _____

Title: _____

Date: _____

Hidalgo County Head Start Program

By:_____
Teresa Flores, Executive Director

By:_____
Ramon Garcia, County Judge

ATTEST:

By: _____
Arturo Guajardo, Jr., County Clerk

Approved As to Form:
Oxford & Gonzalez

By:_____
Ricardo Gonzalez

Approved As to Form:
Atlas, Hall, & Rodriguez, L.L.P

By:_____
Stephen L. Crain

Date Approved by Policy Council:
Date Approved by Commissioners' Court:

Hidalgo County Head Start Program
1901 W. State Hwy 107 McAllen, TX 78504, PO Box 0117, Edinburg, Texas 78540-0117

Two Year Lease Agreement Extension

Dear Sir/Madam:

The purpose of this letter is to exercise Hidalgo County's option to extend a Lease Agreement for two (2) additional years as stated in the existing contract dated December 3rd, 2014 between Hidalgo County and **El Patrimonio Apts., L.P.,** (McAllen VI Head Start Center) for the property located at 2601 Sarah Avenue, McAllen, TX. 78502 (The "Original Lease Agreement").

If the **El Patrimonio Apts., L.P.** agrees to this two (2) year extension of the original Lease Agreement under the same existing terms and conditions, please have the authorized individual sign this Lease Agreement. It should be noted that the basis of this two (2) year extension is listed under ARTICLE 1.03, TERMS, of the original Lease Agreement.

The Head Start Program wishes to express its appreciation for your cooperation and support in this matter.

The beginning and ending date of extension shall be December 3st, 2015 through December 2, 2017. The original Lease Agreement is extended for a period of two (2) years with all conditions including the lease amount remaining the same.

ACCEPTED AND AGREED:
El Patrimonio Apts., L.P.

BY: _____

Title: _____

Date: _____

Two Year Lease Agreement Extension (Cont.)

Hidalgo County Head Start Program

By:_____
Teresa Flores, Executive Director

By:_____
Ramon Garcia, County Judge

ATTEST:

By: _____
Arturo Guajardo, Jr., County Clerk

Approved As to Form:
Oxford & Gonzalez

By:_____
Ricardo Gonzalez

Approved As to Form:
Atlas, Hall, & Rodriguez, L.L.P

By:_____
Stephen L. Crain

Date Approved by Policy Council:
Date Approved by Commissioners' Court:

Hidalgo County Head Start Program
1901 W. State Hwy 107 McAllen, TX 78504, PO Box 0117, Edinburg, Texas 78540-0117

Two Year Lease Agreement Extension

Dear Sir/Madam:

The purpose of this letter is to exercise Hidalgo County's option to extend a Lease Agreement for two (2) additional years as stated in the existing contract dated December 3rd, 2014 between Hidalgo County and **La Estancia Apts., L.P.,** (Mercedes II Head Start Center) for the property located at 3601 East Mile 8 North, Weslaco, TX. 78596 (The "Original Lease Agreement").

If the **La Estancia Apts., L.P.** agrees to this two (2) year extension of the original Lease Agreement under the same existing terms and conditions, please have the authorized individual sign this Lease Agreement. It should be noted that the basis of this two (2) year extension is listed under ARTICLE 1.03, TERMS, of the original Lease Agreement.

The Head Start Program wishes to express its appreciation for your cooperation and support in this matter.

The beginning and ending date of extension shall be December 3st, 2015 through December 2, 2017. The original Lease Agreement is extended for a period of two (2) years with all conditions including the lease amount remaining the same.

ACCEPTED AND AGREED:
La Estancia Apts., L.P.

BY: _____

Title: _____

Date: _____

Two Year Lease Agreement Extension (Cont.)

Hidalgo County Head Start Program

By:_____
Teresa Flores, Executive Director

By:_____
Ramon Garcia, County Judge

ATTEST:

By: _____
Arturo Guajardo, Jr., County Clerk

Approved As to Form:
Oxford & Gonzalez

By:_____
Ricardo Gonzalez

Approved As to Form:
Atlas, Hall, & Rodriguez, L.L.P

By:_____
Stephen L. Crain

Date Approved by Policy Council:
Date Approved by Commissioners' Court:

Hidalgo County Head Start Program
1901 W. State Hwy 107 McAllen, TX 78504, PO Box 0117, Edinburg, Texas 78540-0117

Two Year Lease Agreement Extension

Dear Sir/Madam:

The purpose of this letter is to exercise Hidalgo County's option to extend a Lease Agreement for two (2) additional years as stated in the existing contract dated December 3rd, 2014 between Hidalgo County and **Pueblo De Paz Apts., L.P.,** (Mission III Head Start Center) for the property located at 3401 North Mayberry, Mission, TX. 78572 (The "Original Lease Agreement").

If the **Pueblo De Paz Apts., L.P.** agrees to this two (2) year extension of the original Lease Agreement under the same existing terms and conditions, please have the authorized individual sign this Lease Agreement. It should be noted that the basis of this two (2) year extension is listed under ARTICLE 1.03, TERMS, of the original Lease Agreement.

The Head Start Program wishes to express its appreciation for your cooperation and support in this matter.

The beginning and ending date of extension shall be December 3st, 2015 through December 2, 2017. The original Lease Agreement is extended for a period of two (2) years with all conditions including the lease amount remaining the same.

ACCEPTED AND AGREED:
Pueblo De Paz Apts., L.P.

BY: _____

Title: _____

Date: _____

Hidalgo County Head Start Program

By:_____
Teresa Flores, Executive Director

By:_____
Ramon Garcia, County Judge

ATTEST:

By: _____
Arturo Guajardo, Jr., County Clerk

Approved As to Form:
Oxford & Gonzalez

By:_____
Ricardo Gonzalez

Approved As to Form:
Atlas, Hall, & Rodriguez, L.L.P

By:_____
Stephen L. Crain

Date Approved by Policy Council:
Date Approved by Commissioners' Court:

Hidalgo County Head Start Program
1901 W. State Hwy 107 McAllen, TX 78504, PO Box 0117, Edinburg, Texas 78540-0117

Two Year Lease Agreement Extension

Dear Sir/Madam:

The purpose of this letter is to exercise Hidalgo County's option to extend a Lease Agreement for two (2) additional years as stated in the existing contract dated December 3rd, 2014 between Hidalgo County and **Rio De Vida Apts., L.P.,** (Mission IV Head Start Center) for the property located at 301 South Inspiration Road, Mission, TX. 78574 (The "Original Lease Agreement").

If the **Rio De Vida Apts., L.P.** agrees to this two (2) year extension of the original Lease Agreement under the same existing terms and conditions, please have the authorized individual sign this Lease Agreement. It should be noted that the basis of this two (2) year extension is listed under ARTICLE 1.03, TERMS, of the original Lease Agreement.

The Head Start Program wishes to express its appreciation for your cooperation and support in this matter.

The beginning and ending date of extension shall be December 3st, 2015 through December 2, 2017. The original Lease Agreement is extended for a period of two (2) years with all conditions including the lease amount remaining the same.

ACCEPTED AND AGREED:
Rio De Vida Apts., L.P.

BY: _____

Title: _____

Date: _____

Two Year Lease Agreement Extension (Cont.)

Hidalgo County Head Start Program

By:_____
Teresa Flores, Executive Director

By:_____
Ramon Garcia, County Judge

ATTEST:

By: _____
Arturo Guajardo, Jr., County Clerk

Approved As to Form:
Oxford & Gonzalez

By:_____
Ricardo Gonzalez

Approved As to Form:
Atlas, Hall, & Rodriguez, L.L.P

By:_____
Stephen L. Crain

Date Approved by Policy Council:
Date Approved by Commissioners' Court:

Hidalgo County Head Start Program

1901 West State Hwy 107, McAllen, Texas 78504-0117

Two Year Lease Agreement Extension

Dear Sir/Madam:

The purpose of this letter is to exercise Hidalgo County's option to extend a center Lease Agreement for two (2) additional years as stated in the existing contract dated January 1st, 2015 between Hidalgo County and **Daniel Garza** (Granjeno Head Start Center) for the property located at 6610 South FM 494 Mission, TX 78572 (The "Original Lease Agreement").

If **Daniel Garza** agrees to this two (2) year extension of the Original Lease Agreement under the existing terms and conditions, please have the authorized individual sign this Lease Agreement Extension. It should be noted that the basis of this two (2) year extension is listed under ARTICLE 1.03, TERMS, of the Original Lease Agreement.

The Head Start Program wishes to express its appreciation to **Daniel Garza** for your cooperation and support in this matter.

The beginning and ending date of extension shall be January 1st, 2016 through December 31st, 2017. The Original Lease Agreement is extended for a period of two (2) years with all conditions including the lease amount remaining the same.

ACCEPTED AND AGREED:
Daniel Garza

Authorized Official:

BY: _____

Title: _____

Date: _____

Head Start Program

By: _____
Teresa Flores, Executive Director

By: _____
Ramon Garcia, County Judge

By: _____
Arturo Guajardo, Jr., County Clerk

Approved As to Form:
Oxford & Gonzalez

By: _____
Ricardo Gonzalez

Approved As to Form:
Atlas, Hall & Rodriquez, L.L.P.

By: _____
Stephen L. Crain

Date approved by Policy Council:
Date approved by Commissioner's Court:

Hidalgo County Head Start Program
1901 W. State Hwy 107 McAllen, TX 78504, PO Box 0117, Edinburg, Texas 78540-0117

Two Year Lease Agreement Extension

Dear Sir/Madam:

The purpose of this letter is to exercise Hidalgo County's option to extend a Center Lease Agreement for two (2) additional years as stated in the existing contract dated January 1st, 2015 between Hidalgo County and **Guillermina A. Garcia**, (Weslaco III Head Start Center) for the property located at 1317 W. Expressway 83, Weslaco, TX 78596. (The "Original Lease Agreement").

If **Guillermina A. Garcia** agrees to this two (2) year extension of the original Lease Agreement under the same existing terms and conditions, please have the authorized individual sign this Lease Agreement. It should be noted that the basis of this two (2) year extension is listed under ARTICLE 1.03, TERMS, of the original Lease Agreement.

The Head Start Program wishes to express its appreciation for your cooperation and support in this matter.

The beginning and ending date of extension shall be January 1st, 2016 through December 31st, 2017. The original Lease Agreement is extended for a period of two (2) years with all conditions including the lease amount remaining the same.

ACCEPTED AND AGREED:
Guillermina A. Garcia

BY: _____

Title: _____

Date: _____

Two Year Lease Agreement Extension (Cont.)

Hidalgo County Head Start Program

By:_____
Teresa Flores, Executive Director

By:_____
Ramon Garcia, County Judge

ATTEST:

By:_____
Arturo Guajardo, Jr., County Clerk

Approved As to Form:
Oxford & Gonzalez

By:_____
Ricardo Gonzalez

Approved As to Form:
Atlas, Hall, & Rodriguez, L.L.P

By: _____
Stephen L. Crain

Date approved by Policy Council:
Date approved by Commissioners' Court:

Hidalgo County Head Start Program

1901 West State Hwy 107, McAllen, Texas 78504-0117

Two Year Lease Agreement Extension

Dear Sir/Madam:

The purpose of this letter is to exercise Hidalgo County's option to extend a center Lease Agreement for two (2) additional years as stated in the existing contract dated January 1st, 2015 between Hidalgo County and **Saint Anne Church** (Western Road Head Start Center) for the property located at 8245 E. Poinsetta Dr., Mission, TX 78573 (The "Original Lease Agreement").

If **Saint Anne Church** agrees to this two (2) year extension of the Original Lease Agreement under the same existing terms and conditions, please have the authorized individual sign this Lease Agreement Extension. It should be noted that the basis of this two (2) year extension is listed under ARTICLE 1.03, Renewal or Termination, of the Original Lease Agreement.

The Head Start Program wishes to express its appreciation to **Saint Anne Church** for its cooperation and support in this matter.

The beginning and ending date of extension shall be January 1st, 2016 through December 31st, 2017. The Original Lease Agreement is extended for a period of two (2) years with all conditions including the lease amount remaining the same.

ACCEPTED AND AGREED:
Saint Anne Church

Authorized Official:

BY: _____

Title: _____

Date: _____

Hidalgo County Head Start Program

By:_____
Teresa Flores, Executive Director

By:_____
Ramon Garcia, County Judge

ATTEST:

By: _____
Arturo Guajardo, Jr., County Clerk

Approved As to Form:
Oxford & Gonzalez

By:_____
Ricardo Gonzalez

Approved As to Form:
Atlas, Hall, & Rodriguez, L.L.P

By:_____
Stephen L. Crain

Date Approved by Policy Council:
Date Approved by Commissioners' Court:

Hidalgo County Head Start Program

1901 West State Hwy 107, McAllen, Texas 78504-0117

Two Year Lease Agreement Extension

Dear Sir/Madam:

The purpose of this letter is to exercise Hidalgo County's option to extend a center Lease Agreement for two (2) additional years as stated in the existing contract dated December 2nd, 2014 between Hidalgo County and **Texas Valley Communities Foundation,** (Mercedes I Head Start Center) for the property located at 1100 West Expressway 83, Mercedes, TX 78570 (The "Original Lease Agreement").

If **Texas Valley Communities Foundation** agrees to this two (2) year extension of the Original Lease Agreement under the same existing terms and conditions, please have the authorized individual sign this Lease Agreement Extension. It should be noted that the basis of this two (2) year extension is listed under ARTICLE 1.03, Renewal or Termination, of the Original Lease Agreement.

The Head Start Program wishes to express its appreciation to **Texas Valley Communities Foundation** for its cooperation and support in this matter.

The beginning and ending date of extension shall be December 2nd, 2015 through December 1st, 2017. The Original Lease Agreement is extended for a period of two (2) years with all conditions including the lease amount remaining the same.

ACCEPTED AND AGREED:
Valley Communities Foundation

Authorized Official:

BY: _____

Title: _____

Date: _____

Two Year Lease Agreement Extension (Cont.)

Hidalgo County Head Start Program

By:_____
Teresa Flores, Executive Director

By:_____
Ramon Garcia, County Judge

ATTEST:

By: _____
Arturo Guajardo, Jr., County Clerk

Approved As to Form:
Oxford & Gonzalez

By:_____
Ricardo Gonzalez

Approved As to Form:
Atlas, Hall, & Rodriguez, L.L.P

By:_____
Stephen L. Crain

Date Approved by Policy Council:
Date Approved by Commissioners' Court:

AI-51815 **Head Start** **17. G.**

CC - REGULAR

Meeting Date: 10/27/2015

Submitted For: Edmundo Garcia, HEAD START **Submitted By:** Linda Galaviz, HEAD START

Department: HEAD START

Information

CAPTION

Discussion/Approval for Hidalgo County Head Start Program to Exercise Option to Extend for an Additional One (1) and/or Two (2) Year Term on the Interlocal Agreements for Facilities (under same terms and conditions) with the following Entities:

1. City of Alamo, Alamo H/S Center
2. City of Alton, Alton H/S Center
3. City of Donna, Donna II H/S Center
4. Edinburg Housing Authority, Edinburg I/Edinburg II H/S Centers
5. City of Hidalgo, Hidalgo H/S Center
6. La Joya ISD, La Joya H/S Center
7. City of Pharr, Las Milpas I/Pharr H/S Centers
8. Monte Alto ISD, Monte Alto H/S Center
9. City of Progreso, Progreso H/S Center
10. City of San Juan, San Juan I H/S Center

One (1) Year Extension of Interlocal Agreements
1. McAllen Housing Authority, McAllen V H/S Center
2. City of Weslaco, Weslaco I H/S Center

BACKGROUND

Policy Council Approval: 10.21.15

Fiscal Impact

Attachments

Extend Interlocal Agreements

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	10/15/2015 09:59 AM
Purchasing Department	Monica Badillo	10/23/2015 07:16 PM
Form Started By: Linda Galaviz		Started On: 10/14/2015 01:17 PM
Final Approval Date: 10/23/2015		

Hidalgo County Head Start Program
Policy Council Agenda

DATE: October 21, 2015

SUBJECT: Discussion/Approval for Hidalgo County Head Start Program to Exercise Option to Extend for an Additional One and/or Two Year Term on the Interlocal Agreements for Facilities (under same terms and conditions) with the following Entities:

Entity	Head Start Center
City of Alamo	Alamo Head Start
City of Alton	Alton Head Start
City of Donna	Donna II Head Start
Edinburg Housing Authority	Edinburg I Head Start
Edinburg Housing Authority	Edinburg II Head Start
City of Hidalgo	Hidalgo Head Start
La Joya ISD	La Joya Head Start
City of Pharr	Las Milpas I Head Start
McAllen Housing Authority (1Yr)	McAllen V Head Start
Monte Alto ISD	Monte Alto Head Start
City of Pharr	Pharr Head Start
City of Progreso	Progreso Head Start
City of San Juan	San Juan I Head Start
City of Weslaco (1Yr)	Weslaco I Head Start

RATIONALE/NEED: The existing Interlocal Agreements need to be extended for an additional year in order to continue serving Head Start children and families.

RECOMMENDATION: Administration recommends approval

COST: Head Start (HHS-ACF) funds are available in the budget. Rent: 19-20-5152-10000-505

RELATED INFORMATION INCLUDED: Interlocal Agreement Extensions

INITIATED BY: Ambrosio Tovar, Procurement Director

REVIEWED BY: Mr. Edmundo Garcia, Assistant Director

PROGRAM DIRECTOR'S APPROVAL: Teresa Flores

INTERLOCAL AGREEMENTS

TWO (2) YEARS TERM

Hidalgo County Head Start Program

1901 West State Hwy 107, McAllen, Texas 78504-0117

Two Year Interlocal Agreement Extension

Dear Sir/Madam:

The purpose of this letter is to exercise Hidalgo County's option to extend a center Interlocal Agreement for two (2) additional years as stated in the existing contract dated January 1st, 2012 between Hidalgo County and the **City of Alamo (Alamo Head Start Center)** for the property located at 303 South 7th, Alamo, TX., 78516 (The "Original Interlocal Agreement").

If the **City of Alamo** agrees to this two (2) year extension of the Original Interlocal Agreement under the same existing terms and conditions, please have the authorized individual sign this Interlocal Agreement Extension. It should be noted that the basis of this two (2) year extension is listed under ARTICLE 1.03, Renewal or Termination, of the Original Interlocal Agreement.

The Head Start Program wishes to express its appreciation to the **City of Alamo** for its cooperation and support in this matter.

The beginning and ending date of extension shall be January 1st, 2016 through December 31st, 2017. The Original Interlocal Agreement is extended for a period of two (2) years with all conditions including the lease amount remaining the same.

Property/Building: **City of Alamo**
303 South 7th
Alamo, TX 78516

Authorized Official:

By: _____

Title: _____

Date: _____

Head Start Program

By: _____
Teresa Flores, Executive Director

By: _____
Ramon Garcia, County Judge

ATTEST:

By: _____
Arturo Guajardo, Jr., County Clerk

Approved As to Form:
Oxford & Gonzalez

By: _____
Ricardo Gonzalez

Approved As to Form:
Atlas, Hall & Rodriguez, L.L.P.

By: _____
Stephen L. Crain

Date approved by Policy Council:
Date approved by Commissioner's Court:

Hidalgo County Head Start Program

1901 West State Hwy 107, McAllen, Texas 78504-0117

Two Year Interlocal Agreement Extension

Dear Sir/Madam:

The purpose of this letter is to exercise Hidalgo County's option to extend a center Interlocal Agreement for two (2) additional years as stated in the existing contract dated January 1st, 2012 between Hidalgo County and the **City of Alton (Alton Head Start Center)** for the property located at 202 W. Dawes Ave., Alton, TX., 78572 (The "Original Interlocal Agreement").

If the **City of Alton** agrees to this two (2) year extension of the Original Interlocal Agreement under the same existing terms and conditions, please have the authorized individual sign this Interlocal Agreement Extension. It should be noted that the basis of this two (2) year extension is listed under ARTICLE 1.03, Renewal or Termination, of the Original Interlocal Agreement.

The Head Start Program wishes to express its appreciation to the **City of Alton** for its cooperation and support in this matter.

The beginning and ending date of extension shall be January 1st, 2016 through December 31st, 2017. The Original Interlocal Agreement is extended for a period of two (2) years with all conditions including the lease amount remaining the same.

Property/Building: **City of Alton**
202 W. Dawes Ave.
Alton, TX 78572

Authorized Official:

By: _____

Title: _____

Date: _____

Head Start Program

By: _____
Teresa Flores, Executive Director

By: _____
Ramon Garcia, County Judge

ATTEST:

By: _____
Arturo Guajardo, Jr., County Clerk

Approved As to Form:
Oxford & Gonzalez

By: _____
Ricardo Gonzalez

Approved As to Form:
Atlas, Hall & Rodriguez, L.L.P.

By: _____
Stephen L. Crain

Date approved by Policy Council:
Date approved by Commissioner's Court:

Hidalgo County Head Start Program

1901 West State Hwy 107, McAllen, Texas 78504-0117

Two Year Interlocal Agreement Extension

Dear Sir/Madam:

The purpose of this letter is to exercise Hidalgo County's option to extend a center Interlocal Agreement for two (2) additional years as stated in the existing contract dated January 1st, 2012 between Hidalgo County and the **City of Donna (Donna II Head Start Center)** for the property located at 1715 Miller Ave., Donna, TX., 78537 (The "Original Interlocal Agreement").

If the **City of Donna** agrees to this two (2) year extension of the Original Interlocal Agreement under the same existing terms and conditions, please have the authorized individual sign this Interlocal Agreement Extension. It should be noted that the basis of this two (2) year extension is listed under ARTICLE 1.03, Renewal or Termination, of the Original Interlocal Agreement.

The Head Start Program wishes to express its appreciation to the **City of Donna** for its cooperation and support in this matter.

The beginning and ending date of extension shall be January 1st, 2016 through December 31st, 2017. The Original Interlocal Agreement is extended for a period of two (2) years with all conditions including the lease amount remaining the same.

Property/Building: **City of Donna**
1715 Miller Ave.
Donna, TX 78537

Authorized Official:

By: _____

Title: _____

Date: _____

Head Start Program

By: _____
Teresa Flores, Executive Director

By: _____
Ramon Garcia, County Judge

ATTEST:

By: _____
Arturo Guajardo, Jr., County Clerk

Approved As to Form:
Oxford & Gonzalez

By: _____
Ricardo Gonzalez

Approved As to Form:
Atlas, Hall & Rodriguez, L.L.P.

By: _____
Stephen L. Crain

Date approved by Policy Council:
Date approved by Commissioner's Court:

Hidalgo County Head Start Program

1901 West State Hwy 107, McAllen, Texas 78504-0117

Two Year Interlocal Agreement Extension

Dear Sir/Madam:

The purpose of this letter is to exercise Hidalgo County's option to extend a center Interlocal Agreement for two (2) additional years as stated in the existing contract dated January 1st, 2012 between Hidalgo County and the **Edinburg Housing Authority (Edinburg I Head Start Center)** for the property located at 225 South 25th Street, Edinburg, TX., 78539 (The "Original Interlocal Agreement").

If the **Edinburg Housing Authority** agrees to this two (2) year extension of the Original Interlocal Agreement under the same existing terms and conditions, please have the authorized individual sign this Interlocal Agreement Extension. It should be noted that the basis of this two (2) year extension is listed under ARTICLE 1.03, Renewal or Termination, of the Original Interlocal Agreement.

The Head Start Program wishes to express its appreciation to the **Edinburg Housing Authority** for its cooperation and support in this matter.

The beginning and ending date of extension shall be January 1st, 2016 through December 31st, 2017. The Original Interlocal Agreement is extended for a period of two (2) years with all conditions including the lease amount remaining the same.

Property/Building: **Edinburg Housing Authority**
225 South 25th Street
Edinburg, TX. 78539

Authorized Official:

By: _____

Title: _____

Date: _____

Head Start Program

By: _____
Teresa Flores, Executive Director

By: _____
Ramon Garcia, County Judge

ATTEST:

By: _____
Arturo Guajardo, Jr., County Clerk

Approved As to Form:
Oxford & Gonzalez

By: _____
Ricardo Gonzalez

Approved As to Form:
Atlas, Hall & Rodriguez, L.L.P.

By: _____
Stephen L. Crain

Date approved by Policy Council:
Date approved by Commissioner's Court:

Hidalgo County Head Start Program

1901 West State Hwy 107, McAllen, Texas 78504-0117

Two Year Interlocal Agreement Extension

Dear Sir/Madam:

The purpose of this letter is to exercise Hidalgo County's option to extend a center Interlocal Agreement for two (2) additional years as stated in the existing contract dated January 1st, 2012 between Hidalgo County and the **Edinburg Housing Authority (Edinburg II Head Start Center)** for the property located at 1200 North 1st Street, Edinburg, TX., 78539 (The "Original Interlocal Agreement").

If the **Edinburg Housing Authority** agrees to this two (2) year extension of the Original Interlocal Agreement under the same existing terms and conditions, please have the authorized individual sign this Interlocal Agreement Extension. It should be noted that the basis of this two (2) year extension is listed under ARTICLE 1.03, Renewal or Termination, of the Original Interlocal Agreement.

The Head Start Program wishes to express its appreciation to the **Edinburg Housing Authority** for its cooperation and support in this matter.

The beginning and ending date of extension shall be January 1st, 2016 through December 31st, 2017. The Original Interlocal Agreement is extended for a period of two (2) years with all conditions including the lease amount remaining the same.

Property/Building: **Edinburg Housing Authority**
1200 North 1st Street
Edinburg, TX. 78539

Authorized Official:

By: _____

Title: _____

Date: _____

Two Year Interlocal Agreement Extension (Cont.)

Head Start Program

By: _____
Teresa Flores, Executive Director

By: _____
Ramon Garcia, County Judge

ATTEST:

By: _____
Arturo Guajardo, Jr., County Clerk

Approved As to Form:
Oxford & Gonzalez

By: _____
Ricardo Gonzalez

Approved As to Form:
Atlas, Hall & Rodriguez, L.L.P.

By: _____
Stephen L. Crain

Date approved by Policy Council:
Date approved by Commissioner's Court:

Hidalgo County Head Start Program

1901 West State Hwy 107, McAllen, Texas 78504-0117

Two Year Interlocal Agreement Extension

Dear Sir/Madam:

The purpose of this letter is to exercise Hidalgo County's option to extend a center Interlocal Agreement for two (2) additional years as stated in the existing contract dated January 1st, 2012 between Hidalgo County and the **City of Hidalgo (Hidalgo Head Start Center)** for the property located at 621 South 5th Street, Hidalgo, TX., 78557 (The "Original Interlocal Agreement").

If the **City of Hidalgo** agrees to this two (2) year extension of the Original Interlocal Agreement under the same existing terms and conditions, please have the authorized individual sign this Interlocal Agreement Extension. It should be noted that the basis of this two (2) year extension is listed under ARTICLE 1.03, Renewal or Termination, of the Original Interlocal Agreement.

The Head Start Program wishes to express its appreciation to the **City of Hidalgo** for its cooperation and support in this matter.

The beginning and ending date of extension shall be January 1st, 2016 through December 31st, 2017. The Original Interlocal Agreement is extended for a period of two (2) years with all conditions including the lease amount remaining the same.

Property/Building: **City of Hidalgo**
621 South 5th Street
Hidalgo, TX 78557

Authorized Official:

By: _____

Title: _____

Date: _____

Head Start Program

By: _____
Teresa Flores, Executive Director

By: _____
Ramon Garcia, County Judge

ATTEST:

By: _____
Arturo Guajardo, Jr., County Clerk

Approved As to Form:
Oxford & Gonzalez

By: _____
Ricardo Gonzalez

Approved As to Form:
Atlas, Hall & Rodriguez, L.L.P.

By: _____
Stephen L. Crain

Date approved by Policy Council:
Date approved by Commissioner's Court:

Hidalgo County Head Start Program

1901 West State Hwy 107, McAllen, Texas 78504-0117

Two Year Interlocal Agreement Extension

Dear Sir/Madam:

The purpose of this letter is to exercise Hidalgo County's option to extend a center Interlocal Agreement for two (2) additional years as stated in the existing contract dated January 1st, 2012 between Hidalgo County and the **La Joya Independent School District (La Joya Head Start Center)** for the property located at 2105 E. 5th & Leo Ave., La Joya, TX., 78560 (The "Original Interlocal Agreement").

If the **La Joya Independent School District** agrees to this two (2) year extension of the Original Interlocal Agreement under the same existing terms and conditions, please have the authorized individual sign this Interlocal Agreement Extension. It should be noted that the basis of this two (2) year extension is listed under ARTICLE 1.03, Renewal or Termination, of the Original Interlocal Agreement.

The Head Start Program wishes to express its appreciation to **the La Joya Independent School District** for its cooperation and support in this matter.

The beginning and ending date of extension shall be January 1st, 2016 through December 31st, 2017. The Original Interlocal Agreement is extended for a period of two (2) years with all conditions including the lease amount remaining the same.

Property/Building: **La Joya Independent School District**
2105 E. 5th & Leo Ave.
La Joya, TX 78560

Authorized Official:

By: _____

Title: _____

Date: _____

Two Year Interlocal Agreement Extension (Cont.)

Head Start Program

By: _____
Teresa Flores, Executive Director

By: _____
Ramon Garcia, County Judge

ATTEST:

By: _____
Arturo Guajardo, Jr., County Clerk

Approved As to Form:
Oxford & Gonzalez

By: _____
Ricardo Gonzalez

Approved As to Form:
Atlas, Hall & Rodriguez, L.L.P.

By: _____
Stephen L. Crain

Date approved by Policy Council:
Date approved by Commissioner's Court:

Hidalgo County Head Start Program

1901 West State Hwy 107, McAllen, Texas 78504-0117

Two Year Interlocal Agreement Extension

Dear Sir/Madam:

The purpose of this letter is to exercise Hidalgo County's option to extend a center Interlocal Agreement for two (2) additional years as stated in the existing contract dated January 1st, 2012 between Hidalgo County and the **City of Pharr (Las Milpas I Head Start Center)** for the property located at 714 Zapata Street, Pharr, TX., 78577 (The "Original Interlocal Agreement").

If the **City of Pharr** agrees to this two (2) year extension of the Original Interlocal Agreement under the same existing terms and conditions, please have the authorized individual sign this Interlocal Agreement Extension. It should be noted that the basis of this two (2) year extension is listed under ARTICLE 1.03, Renewal or Termination, of the Original Interlocal Agreement.

The Head Start Program wishes to express its appreciation to the **City of Pharr** for its cooperation and support in this matter.

The beginning and ending date of extension shall be January 1st, 2016 through December 31st, 2017. The Original Interlocal Agreement is extended for a period of two (2) years with all conditions including the lease amount remaining the same.

Property/Building: **City of Pharr**
714 Zapata Street
Pharr, TX 78577

Authorized Official:

By: _____

Title: _____

Date: _____

Two Year Interlocal Agreement Extension (Cont.)

Head Start Program

By: _____
Teresa Flores, Executive Director

By: _____
Ramon Garcia, County Judge

ATTEST:

By: _____
Arturo Guajardo, Jr., County Clerk

Approved As to Form:
Oxford & Gonzalez

By: _____
Ricardo Gonzalez

Approved As to Form:
Atlas, Hall & Rodriguez, L.L.P.

By: _____
Stephen L. Crain

Date approved by Policy Council:
Date approved by Commissioner's Court:

Hidalgo County Head Start Program

1901 West State Hwy 107, McAllen, Texas 78504-0117

Two Year Interlocal Agreement Extension

Dear Sir/Madam:

The purpose of this letter is to exercise Hidalgo County's option to extend a center Interlocal Agreement for two (2) additional years as stated in the existing contract dated January 1st, 2012 between Hidalgo County and the **Monte Alto Independent School District (Monte Alto Head Start Center)** for the property located at 25249 1st Street, Monte Alto, TX., 78538 (The "Original Interlocal Agreement").

If the **Monte Alto Independent School District** agrees to this two (2) year extension of the Original Interlocal Agreement under the same existing terms and conditions, please have the authorized individual sign this Interlocal Agreement Extension. It should be noted that the basis of this two (2) year extension is listed under ARTICLE 1.03, Renewal or Termination, of the Original Interlocal Agreement.

The Head Start Program wishes to express its appreciation to **the Monte Alto Independent School District** for its cooperation and support in this matter.

The beginning and ending date of extension shall be January 1st, 2016 through December 31st, 2017. The Original Interlocal Agreement is extended for a period of two (2) years with all conditions including the lease amount remaining the same.

Property/Building: **Monte Alto Joya Independent School District**
25249 1st Street
Monte Alto, TX 78538

Authorized Official:

By: _____

Title: _____

Date: _____

Head Start Program

By: _____
Teresa Flores, Executive Director

By: _____
Ramon Garcia, County Judge

ATTEST:

By: _____
Arturo Guajardo, Jr., County Clerk

Approved As to Form:
Oxford & Gonzalez

By: _____
Ricardo Gonzalez

Approved As to Form:
Atlas, Hall & Rodriguez, L.L.P.

By: _____
Stephen L. Crain

Date approved by Policy Council:
Date approved by Commissioner's Court:

Hidalgo County Head Start Program

1901 West State Hwy 107, McAllen, Texas 78504-0117

Two Year Interlocal Agreement Extension

Dear Sir/Madam:

The purpose of this letter is to exercise Hidalgo County's option to extend a center Interlocal Agreement for two (2) additional years as stated in the existing contract dated January 1st, 2012 between Hidalgo County and the **City of Pharr (Pharr Head Start Center)** for the property located at 415 E. Clark, Pharr, TX., 78577 (The "Original Interlocal Agreement").

If the **City of Pharr** agrees to this two (2) year extension of the Original Interlocal Agreement under the same existing terms and conditions, please have the authorized individual sign this Interlocal Agreement Extension. It should be noted that the basis of this two (2) year extension is listed under ARTICLE 1.03, Renewal or Termination, of the Original Interlocal Agreement.

The Head Start Program wishes to express its appreciation to the **City of Pharr** for its cooperation and support in this matter.

The beginning and ending date of extension shall be January 1st, 2016 through December 31st, 2017. The Original Interlocal Agreement is extended for a period of two (2) years with all conditions including the lease amount remaining the same.

Property/Building: **City of Pharr**
415 E. Clark
Pharr, TX 78577

Authorized Official:

By: _____

Title: _____

Date: _____

Two Year Interlocal Agreement Extension (Cont.)

Head Start Program

By: _____
Teresa Flores, Executive Director

By: _____
Ramon Garcia, County Judge

ATTEST:

By: _____
Arturo Guajardo, Jr., County Clerk

Approved As to Form:
Oxford & Gonzalez

By: _____
Ricardo Gonzalez

Approved As to Form:
Atlas, Hall & Rodriguez, L.L.P.

By: _____
Stephen L. Crain

Date approved by Policy Council:
Date approved by Commissioner's Court:

Hidalgo County Head Start Program

1901 West State Hwy 107, McAllen, Texas 78504-0117

Two Year Interlocal Agreement Extension

Dear Sir/Madam:

The purpose of this letter is to exercise Hidalgo County's option to extend a center Interlocal Agreement for two (2) additional years as stated in the existing contract dated January 1st, 2012 between Hidalgo County and the **City of Progreso (Progreso Head Start Center)** for the property located at 109 W. Palm Ave., Progreso, TX., 78579 (The "Original Interlocal Agreement").

If the **City of Progreso** agrees to this two (2) year extension of the Original Interlocal Agreement under the same existing terms and conditions, please have the authorized individual sign this Interlocal Agreement Extension. It should be noted that the basis of this two (2) year extension is listed under ARTICLE 1.03, Renewal or Termination, of the Original Interlocal Agreement.

The Head Start Program wishes to express its appreciation to the **City of Progreso** for its cooperation and support in this matter.

The beginning and ending date of extension shall be January 1st, 2016 through December 31st, 2017. The Original Interlocal Agreement is extended for a period of two (2) years with all conditions including the lease amount remaining the same.

Property/Building: **City of Progreso**
109 W. Palm Ave.
Progreso, TX 78579

Authorized Official:

By: _____

Title: _____

Date: _____

Two Year Interlocal Agreement Extension (Cont.)

Head Start Program

By: _____
Teresa Flores, Executive Director

By: _____
Ramon Garcia, County Judge

ATTEST:

By: _____
Arturo Guajardo, Jr., County Clerk

Approved As to Form:
Oxford & Gonzalez

By: _____
Ricardo Gonzalez

Approved As to Form:
Atlas, Hall & Rodriguez, L.L.P.

By: _____
Stephen L. Crain

Date approved by Policy Council:
Date approved by Commissioner's Court:

Hidalgo County Head Start Program

1901 West State Hwy 107, McAllen, Texas 78504-0117

Two Year Interlocal Agreement Extension

Dear Sir/Madam:

The purpose of this letter is to exercise Hidalgo County's option to extend a center Interlocal Agreement for two (2) additional years as stated in the existing contract dated January 1st, 2012 between Hidalgo County and the **City of San Juan (San Juan I Head Start Center)** for the property located at 200 North Cougar, San Juan, TX., 78589 (The "Original Interlocal Agreement").

If the **City of San Juan** agrees to this two (2) year extension of the Original Interlocal Agreement under the same existing terms and conditions, please have the authorized individual sign this Interlocal Agreement Extension. It should be noted that the basis of this two (2) year extension is listed under ARTICLE 1.03, Renewal or Termination, of the Original Interlocal Agreement.

The Head Start Program wishes to express its appreciation to the **City of San Juan** for its cooperation and support in this matter.

The beginning and ending date of extension shall be January 1st, 2016 through December 31st, 2017. The Original Interlocal Agreement is extended for a period of two (2) years with all conditions including the lease amount remaining the same.

Property/Building: **City of San Juan**
200 North Cougar
San Juan, TX 78589

Authorized Official:

By: _____

Title: _____

Date: _____

Two Year Interlocal Agreement Extension (Cont.)

Head Start Program

By: _____
Teresa Flores, Executive Director

By: _____
Ramon Garcia, County Judge

ATTEST:

By: _____
Arturo Guajardo, Jr., County Clerk

Approved As to Form:
Oxford & Gonzalez

By: _____
Ricardo Gonzalez

Approved As to Form:
Atlas, Hall & Rodriguez, L.L.P.

By: _____
Stephen L. Crain

Date approved by Policy Council:
Date approved by Commissioner's Court:

INTERLOCAL AGREEMENTS

ONE (1) YEAR TERM

Hidalgo County Head Start Program

1901 West State Hwy 107, McAllen, Texas 78504-0117

One Year Interlocal Agreement Extension

Dear Sir/Madam:

The purpose of this letter is to exercise Hidalgo County's option to extend a center Interlocal Agreement for one (1) additional year as stated in the existing contract dated January 1st, 2012 between Hidalgo County and the **McAllen Housing Authority (McAllen V Head Start Center)** for the property located at 1200 North 25th Street, McAllen, TX., 78501 (The "Original Interlocal Agreement").

If the **McAllen Housing Authority** agrees to this one (1) year extension of the Original Interlocal Agreement under the same existing terms and conditions, please have the authorized individual sign this Interlocal Agreement Extension. It should be noted that the basis of this one (1) year extension is listed under ARTICLE 1.03, Renewal or Termination, of the Original Interlocal Agreement.

The Head Start Program wishes to express its appreciation to the **McAllen Housing Authority** for its cooperation and support in this matter.

The beginning and ending date of extension shall be January 1st, 2016 through December 31st, 2016. The Original Interlocal Agreement is extended for a period of one (1) year with all conditions including the lease amount remaining the same.

Property/Building: **McAllen Housing Authority**
1200 North 25th Street
McAllen, TX 78501

Authorized Official:

By: _____

Title: _____

Date: _____

One Year Interlocal Agreement Extension (Cont.)

Head Start Program

By: _____
Teresa Flores, Executive Director

By: _____
Ramon Garcia, County Judge

ATTEST:

By: _____
Arturo Guajardo, Jr., County Clerk

Approved As to Form:
Oxford & Gonzalez

By: _____
Ricardo Gonzalez

Approved As to Form:
Atlas, Hall & Rodriguez, L.L.P.

By: _____
Stephen L. Crain

Date approved by Policy Council:
Date approved by Commissioner's Court:

Hidalgo County Head Start Program

1901 West State Hwy 107, McAllen, Texas 78504-0117

One Year Interlocal Agreement Extension

Dear Sir/Madam:

The purpose of this letter is to exercise Hidalgo County's option to extend a center Interlocal Agreement for one (1) additional year as stated in the existing contract dated January 1st, 2012 between Hidalgo County and the **City of Weslaco (Weslaco I Head Start Center)** for the property located at 310 N. Kansas Ave., Weslaco, TX., 78596 (The "Original Interlocal Agreement").

If the **City of Weslaco** agrees to this one (1) year extension of the Original Interlocal Agreement under the same existing terms and conditions, please have the authorized individual sign this Interlocal Agreement Extension. It should be noted that the basis of this one (1) year extension is listed under ARTICLE 1.03, Renewal or Termination, of the Original Interlocal Agreement.

The Head Start Program wishes to express its appreciation to the **City of Weslaco** for its cooperation and support in this matter.

The beginning and ending date of extension shall be January 1st, 2016 through December 31st, 2016. The Original Interlocal Agreement is extended for a period of one (1) year with all conditions including the lease amount remaining the same.

Property/Building: **City of Weslaco**
310 N. Kansas Ave.
Weslaco, TX 78596

Authorized Official:

By: _____

Title: _____

Date: _____

Head Start Program

By: _____
Teresa Flores, Executive Director

By: _____
Ramon Garcia, County Judge

ATTEST:

By: _____
Arturo Guajardo, Jr., County Clerk

Approved As to Form:
Oxford & Gonzalez

By: _____
Ricardo Gonzalez

Approved As to Form:
Atlas, Hall & Rodriguez, L.L.P.

By: _____
Stephen L. Crain

Date approved by Policy Council:
Date approved by Commissioner's Court:

AI-51884 **WIC** **18. A.**

CC - REGULAR

Meeting Date: 10/27/2015

Submitted For: Julia Sullivan, COUNTY JUDGE

Submitted By: Julia Sullivan, COUNTY JUDGE

Department: COUNTY JUDGE

Information

CAPTION

Recognition of the Hidalgo County Women, Infants and Children Program for receiving the USDA Loving Support Award of Excellence for Exemplary Breastfeeding Support and Practices.

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	10/21/2015 02:48 PM
Purchasing Department	Monica Badillo	10/23/2015 07:16 PM
Form Started By: Julia Sullivan		Started On: 10/20/2015 08:32 AM
Final Approval Date: 10/23/2015		

AI-51912 **Planning Department** **19. A.**

CC - REGULAR

Meeting Date: 10/27/2015

Submitted For: Flor Castillo, PLANNING DEPT.

Submitted By: Flor Castillo, PLANNING DEPT.

Department: PLANNING DEPT.

Information

CAPTION

1. Preliminary Approval with Variance Request
a. J & K Motors Subdivision - Pct. 3 (Jesus A. Molina) (SH 107 & 4 Mile Line)

2. Preliminary Approval
a. Pueblo De Palmas No. 18 Subdivision - Pct. 4 (J. Gary Frisby) (Cesar Chavez Road & Ramseyer Road)
b. San Joaquin Ph. 3 Subdivision - Pct. 1 (Tillmin Welch) (Val Verde [FM 1423] & Minnesota Road)
c. Dos Vientos Estates Subdivision - Pct. 4 (Kyndel W.Bennett) (Sharp Road & Curve Road)

3. Final Approval
a. Aurora Valley Ph. 4 Subdivision - Pct. 1 (M.L. Rhodes) (Dillon Road & Mile 14 North Road)
b. Las Brisas Heights Subdivision - Pct. 4 (Kyndel W. Bennett) (Tower Road & Iowa Road)
c. Las Comadres Acres Ph. III Subdivision - Pct. 3 (Carlos G. Leal Jr.) (Mile 7 North Road & Iowa Road)
d. Carmona Subdivision - Pct. 1 (Irma Herrera) (Mile 6 West Road & 18th Street)
e. Jardin De La Flor Subdivision - Pct. 1 (Adan Perales) (Mile 14 North /Road & FM 88)

BACKGROUND

Fiscal Impact

Attachments

J & K Motors Subdivision
Pueblo de Palmas No. 18

San Joaquin Ph. 3 Subdivision
Dos Vientos Estates Subdivision
Aurora Valley Ph. 4 Subdivision
Las Brisas Heights Subdivision
Las Comadres Acres Ph. III Subdivision
Carmona Subdivision
Jardin De la Flor Subdivision

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	10/22/2015 08:48 AM
Glinda Pacheco	Glinda Pacheco	10/23/2015 11:04 AM
Purchasing Department	Monica Badillo	10/23/2015 07:16 PM
Form Started By: Flor Castillo		Started On: 10/21/2015 10:05 AM
Final Approval Date: 10/23/2015		

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: 10-27-2015

PROPOSED **J & K Motors** SUBDIVISION, PRECINCT No. **3 .**

ENGINEER: **Urban Infrastructure Group, Inc.** DEVELOPER: **Jesus A. Molina**

☒ PRELIMINARY APPROVAL ☐ FINAL APPROVAL ☐ FINAL APPROVAL WITH FINANCIAL GUARANTEE ☒ WITH VARIANCE

NUMBER OF LOTS: ____ ☐ *SINGLE FAMILY ____ ☐ *MULTI-FAMILY **1** ☒ COMMERCIAL ____ ☐ INSTITUTIONAL

LOCATION DESCRIPTION: **East of SH 107 (Conway Ave.) approximately ¼ mile south of 4 Mile Line,**

SUBDIVISION LIES WITHIN THE: ☒ *ETJ of* **Mission** *and was approved by the P & Z and City Commission of said City*

DRAINAGE REPORT WAS APPROVED BY HCDD#1: ON **10-5-2015** PROPERTY LIES WITHIN FLOOD ZONE: **"C"** AS PER FEMA.

DRAINAGE DESIGN: **Drainage will be accomplished within the low areas of the lots with a runoff into the re-graded road side ditch.**

ROAD R.O.W. DEDICATION: **No additional R.O.W. required.**

H.C.R.O.W. PRELIMINARY APPROVAL DATE: **10-15-2015** By, **Victor Gallardo, Pct. 3** R.O.W. AGENT

H.C.H.D. PRELIMINARY APPROVAL DATE: **10-15-2015** By, **Elizardo "Chardo" Ramos** Environmental Health Division Manager

SEWER SYSTEM: ☒ OSSF & SOIL ANALYSIS WERE CONDUCTED BY: **Gustavo Chapa**

WATER SERVICE PROVIDER: **SWSC** LINE SIZE: **8"** LOCATION: **SH 107 (Conway Ave.)**

H.C.O.E.C. PRELIMINARY APPROVAL DATE: **10-16-2015** : 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: _____, __

VARIANCE REQUEST: **VARIANCE REQUEST FROM THE HIDALGO COUNTY SUBDIVISION RULES, TITLE B, CHAPTER 2.8 SECTION B. "BLOCKS AND LOTS"**

STAFF RECOMMENDS: ☒ **Preliminary Approval** *subject to comments and future recommendations by planning, other departments and the approval of the City of* **Mission**.

☐ **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.*

URBAN INFRASTRUCTURE GROUP, INC.

October 16, 2015

Mr. T. J. Arredondo
Planning Department
Hidalgo County
1304 South 25th Street
Edinburg, Texas 78542

Re: Variance Request
J & K Motors Subdivision
UIG Job No. 110300

Dear Mr. Arredondo,

This letter is in support of a variance request for the proposed J & K Motors Subdivision. The existing property is a 1.46-acre tract. The tract is located along the east side of S.H. 107 (Conway Ave.) approximately 1,320 feet south of the intersection of S.H. 107 and 4 Mile Line Rd. The property is located within the extraterritorial jurisdiction (ETJ) of the City of Mission. The subdivision will include only one single commercial lot. No other lots are proposed.

The variance request is in regards to the minimum lot width requirement of 100 feet for a lot fronting a 170 foot ROW. We are requesting a variance from the Hidalgo County requirements for a minimum lot width of 100 feet. The existing frontage is 99.60 feet—this is just 0.40 below the 100 feet. Since this is a single lot subdivision, the proposed frontage will remain the same as the existing.

This information is provided for your review. If you have any questions concerning this request, please call me at (956) 464-4710.

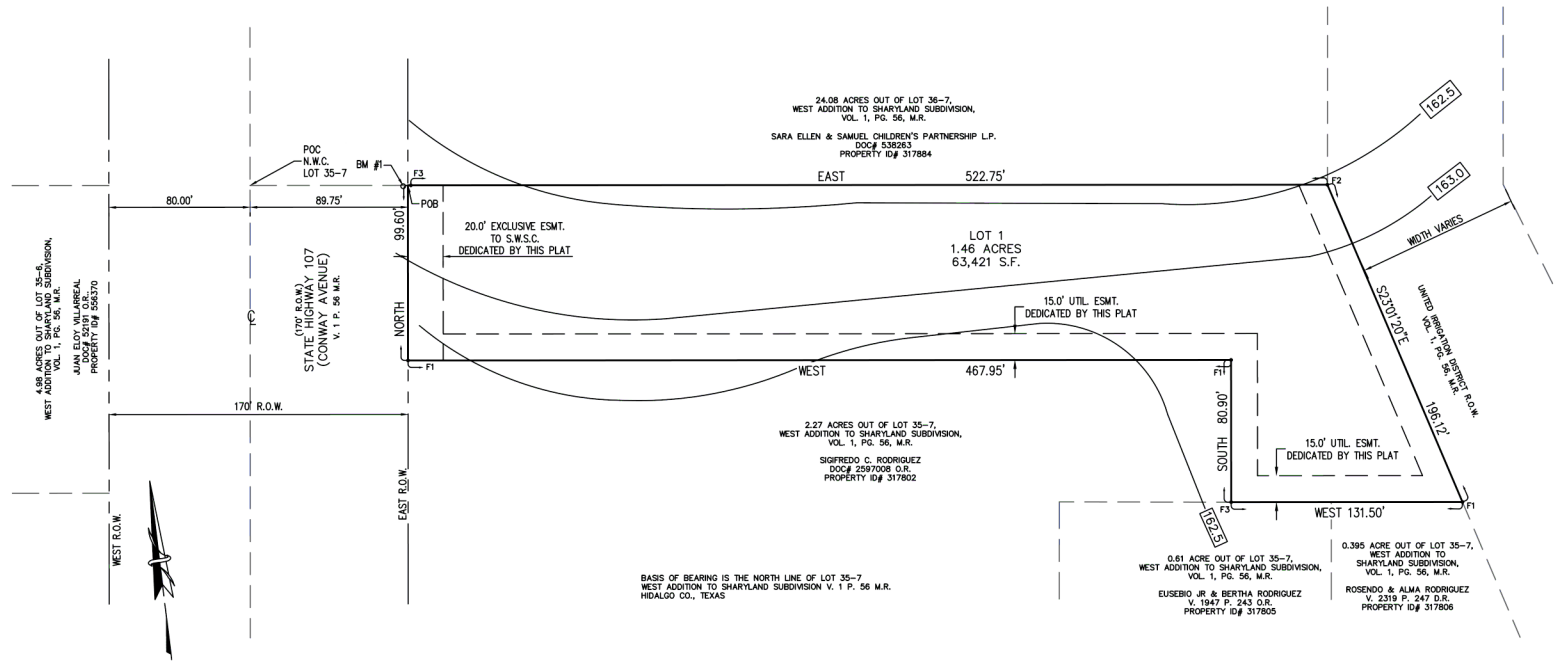
Sincerely,
Urban Infrastructure Group, Inc.

Craig A. Gonzalez, P.E.
Principal

407 N. Salinas Blvd.
PO Box 729
Donna, Texas 78537

TBPE Firm No. 13094
www.uigtexas.com

Phone: (956) 464-4710
Fax: (956) 464-4711



SCALE: 1"=50'

GENERAL SUBDIVISION PLAT NOTES

1. FLOOD ZONE DESIGNATION: ZONE "C"

   ZONE "C" AREAS DETERMINED TO BE AREAS OF MINIMUM FLOODING.
   COMMUNITY-PANEL NO. 480334 0400 C EFFECTIVE DATE: REVISED 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. COMMERCIAL SETBACKS:
   STREET: 50 FEET OR EASEMENT, WHICHEVER IS GREATER
   REAR: 15 FEET OR EASEMENT, WHICHEVER IS GREATER
   SIDE: 6 FEET OR EASEMENT, WHICHEVER IS GREATER

3. LOT 1 SHALL BE FOR COMMERCIAL USE ONLY. THERE SHALL BE NO OTHER USE OTHER THAN COMMERCIAL. LOT 1 IS FOR NON RESIDENTIAL USE. THIS MUST BE STIPULATED ON ALL DEEDS AND CONTRACT FOR DEEDS. A BUFFER FENCE IS REQUIRED TO BE INSTALLED BY DEVELOPER ALONG ALL ABUTTING RESIDENTIAL LOTS TO DENY ACCESS ONTO LOT. APPLICATIONS FOR CONSTRUCTION APPROVED BY THE PLANNING DEPARTMENT, HEALTH DEPARTMENT AND FIRE MARSHALL 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 BENCHMARK IS IDENTIFIED ON THE FACE OF THE PLAT AND ON THE ATTACHED ENGINEERING PLANS.
   ---H.M. NO. 1. BENCHMARK FOUND. A 60-D NAIL ON POWER POLE LOCATED 2.52 FEET WEST AND 0.41 FEET SOUTH FROM THE NORTHWEST CORNER OF PROPOSED SUBDIVISION. ELEVATION = 163.81 N.G.V.D. 88 DATUM.

6. IN ACCORDANCE WITH THE HIDALGO COUNTY DRAINAGE DISTRICT NO. 1, HIDALGO COUNTY AND CITY OF MISSION REQUIREMENTS, THIS DEVELOPMENT WILL BE REQUIRED TO DETAIN A TOTAL OF 6,991 CUBIC-FEET OF STORM WATER RUNOFF.

7. NO STRUCTURE SHALL BE PERMITTED OVER ANY EASEMENT. EASEMENTS SHALL BE KEPT CLEAR OF BUILDINGS, SHEDS, SHRUBS, TREES, AND OTHER PLANTINGS (EXCEPT LOW, LESS THAN 18 INCHES MATURE HEIGHT, GROUND COVER, GRASS, OR FLOWERS) AND OTHER OBSTRUCTIONS THAT WOULD INTERFERE WITH THE OPERATIONS AND MAINTENANCE OF THE EASEMENT.

8. EACH PURCHASE 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.

9. 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.

10. ALL CONSTRUCTION SHALL COMPLY WITH COUNTY OF HIDALGO STORM WATER POLLUTION PREVENTION PLAN (SWPPP) REQUIREMENTS.

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 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. 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 COMMERCIAL 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 A SUITABLE DISPOSAL METHOD FOR SUBSURFACE CLASS IV SOIL.

    E) APPROVED OSSF PERMIT APPLICATION IS REQUIRED INCLUDING INDIVIDUAL LOT PLANNING MATERIALS PRIOR TO OCCUPYING A LOT.

13. THERE ARE NO WATER WELLS WITHIN 150 FEET FROM THE BOUNDARIES ON THIS SUBDIVISION.

14. JESUS A. MOLINA, THE OWNER AND SUBDIVIDER OF J & K MOTORS SUBDIVISION RETAINS A BLANKET EASEMENT UPON THE LOT FOR THE PURPOSE OF INSTALLING AN APPROVED OSSF ON THE LOT AS DESCRIBED ON SHEET NO. 2 OF THIS PLAT.

15. ALL LOTS SHALL HAVE A POST DEVELOPMENT FINISHED GRADE FROM THE CENTER OF THE LOT TO THE CURB AND/OR ROADSIDE DITCH AT A 0.5% SLOPE TO ACCOMPLISH POSITIVE DRAINAGE. THIS IS IN ACCORDANCE WITH HIDALGO COUNTY SUBDIVISION RULES APPENDIX 3.1.4.

16. THE DEVELOPER SHALL BE RESPONSIBLE TO DETAIN AND ACCOMMODATE MORE THAN THE DETAINED VOLUME SHOWN ABOVE IF IT DETERMINES AT THE DEVELOPMENT PERMIT STAGE THAT THE DETENTION REQUIREMENTS ARE GREATER THAN STATED ABOVE DUE TO THE IMPERVIOUS AREA BEING GREATER THAN PLAT ENGINEER CONSIDERED FOR HIS CALCULATIONS OF THIS SUBDIVISION. THE LOCATION AND DIMENSIONS OF THE DETENTION POND WILL BE DETERMINED WHEN APPLYING FOR BUILDING PERMIT. THE CITY OF MISSION AND HIDALGO COUNTY PLANNING DEPT. SHALL REVIEW AND APPROVE THE DESIGN PRIOR TO CONSTRUCTION.

17. TxDOT DRIVEWAY/ENTRANCE PERMIT IS REQUIRED FOR LOT 1 PRIOR TO THE CONSTRUCTION OF A DRIVEWAY/ENTRANCE ON TO STATE HIGHWAY 107. TxDOT ACCESS PERMIT IS REQUIRED PRIOR TO THE COUNTY ISSUING A DEVELOPMENT APPLICATION PERMIT.

18. UNITED IRRIGATION DISTRICT RIGHT OF WAY & EASEMENT LANGUAGE:
    A) ALL IRRIGATION EASEMENTS ARE EXCLUSIVE TO UNITED IRRIGATION DISTRICT, AND THE DISTRICT ALLOWS NO OTHER UTILITIES OR USE WITHOUT EXPRESS APPROVAL.
    B) 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.
    C) NO PERMANENT STRUCTURE, (EXAMPLE, FENCES, OR DRIVEWAYS 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.
    D) NO UTILITY COMPANY OR OTHER PERSON IS ALLOWED TO CONNECT TO ANY DISTRICT FACILITY WITHOUT FIRST OBTAINING A PERMIT FROM THE IRRIGATION DISTRICT. ANY CONNECTION NOT AUTHORIZED BY THE DISTRICT IS SUBJECT TO REMOVAL.

19. A 6 FOOT BUFFER IS REQUIRED ALONG THE UNITED IRRIGATION DISTRICT ROW BY DEVELOPER.

LEGEND
S – SET 1/2" DIAMETER IRON ROD
F1 – FOUND 1/2" DIAMETER IRON ROD
F2 – FOUND 1/2" DIAMETER IRON PIPE
F3 – FOUND 3/4" DIAMETER IRON PIPE
R.O.W. – RIGHT-OF-WAY
POC – PLACE OF COMMENCMENT
POB – PLACE OF BEGINNING

PLAT OF J & K MOTORS SUBDIVISION

BEING A 1.46 ACRE TRACT OF LAND OUT OF LOT 35-7 WEST ADDITION TO SHARYLAND SUBDIVISION, HIDALGO COUNTY, TEXAS, AS PER MAP THEREOF RECORDED IN VOLUME 1, PAGE 56, OF THE MAP RECORDS OF SAID COUNTY.

STATE OF TEXAS
COUNTY OF HIDALGO

OWNERS DEDICATION, CERTIFICATION, AND ATTESTATION:

I, JESUS A. MOLINA, AS OWNER OF THE 1.46 ACRE TRACT OF LAND ENCOMPASSED WITHIN THE PROPOSED J & K MOTORS SUBDIVISION DO 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 CONNECTIONS TO THE LOT(S) MEET OR WILL MEET MINIMUM STATE STANDARDS.
(B) SANITARY SEWER CONNECTIONS TO THE LOT(S) OR SEPTIC TANKS MEET OR WILL MEET MINIMUM STATE STANDARDS.
(C) ELECTRICAL CONNECTIONS PROVIDED TO THE LOT(S) MEET OR WILL MEET MINIMUM STATE STANDARDS.
(D) GAS CONNECTIONS, IF AVAILABLE, PROVIDED TO THE LOT(S) MEET OR WILL MEET MINIMUM STATE STANDARDS.

I ATTEST THAT THE MATTERS ASSERTED IN THIS PLAT ARE TRUE AND COMPLETE.

BY: JESUS A. MOLINA _____ DATE
305 N. AUSTIN
ALTON, TX 78573

STATE OF TEXAS
COUNTY OF HIDALGO

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED JESUS A. MOLINA 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 CONSIDERATIONS THEREIN STATED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS _____ DAY OF _____, 20___.

_____
NOTARY PUBLIC

THIS PLAT OF J & K MOTORS SUBDIVISION HAS BEEN SUBMITTED TO AND CONSIDERED BY THE PLANNING AND ZONING COMMISSION OF THE CITY OF MISSION, TEXAS AND IS HEREBY APPROVED BY SUCH COMMISSION.

DATED THIS ____ DAY OF _____, 20___.

_____
CHAIRMAN

I, THE UNDERSIGNED, MAYOR OF THE CITY OF MISSION, HEREBY CERTIFY THAT THIS SUBDIVISION PLAT CONFORMS TO ALL REQUIREMENTS OF THE SUBDIVISION REGULATIONS OF THIS CITY WHEREIN MY APPROVAL IS REQUIRED.

_____ _____
MAYOR (CITY OF MISSION) DATE

_____ _____
ATTEST: CITY SECRETARY DATE

THIS PLAT IS HEREBY APPROVED BY UNITED IRRIGATION DISTRICT SUBJECT TO THE CONDITION THAT IF IRRIGATION FROM SAID SUBDIVISION IS DESIRED TO THE INDIVIDUAL LOTS IN SAID SUBDIVISION, PROVISION SHALL BE MADE FOR APPROPRIATE EASEMENTS FOR THE INSTALLATION OF NECESSARY IRRIGATION FACILITIES TO SUCH LOTS FROM THE CLOSEST WATER DISTRICT DELIVERY POINT AND IT SHALL BE THE RESPONSIBILITY OF THE OWNER OF THE PROPERTY TO INSTALL AND MAINTAIN SUCH NECESSARY FACILITIES.

DATED THIS THE _____ DAY OF _____, 20___.

ATTEST: _____ _____
PRESIDENT SECRETARY

APPROVED BY DRAINAGE DISTRICT:

HIDALGO COUNTY DRAINAGE DISTRICT NO. 1 HEREBY CERTIFIES THAT THE DRAINAGE PLANS FOR THIS SUBDIVISION COMPLY WITH THE MINIMUM STANDARDS OF THE DISTRICT ADOPTED UNDER TEXAS WATER CODE 49.211(C). THE DISTRICT HAS NOT REVIEWED AND DOES NOT CERTIFY THAT THE DRAINAGE STRUCTURES DESCRIBED ARE APPROPRIATE FOR THE SPECIFIC SUBDIVISION BASED ON GENERALLY ACCEPTED ENGINEERING CRITERIA. IT IS THE RESPONSIBILITY OF THE DEVELOPER AND HIS ENGINEER TO MAKE THEIR DETERMINATIONS.

HIDALGO COUNTY DRAINAGE DISTRICT NO.1

_____ _____
RAUL E. SESIN, P.E., C.F.M. DATE
GENERAL MANAGER

HIDALGO COUNTY
CERTIFICATE OF PLAT APPROVAL

I, THE UNDERSIGNED, CERTIFY THAT THIS PLAT OF J & K MOTORS SUBDIVISION WAS REVIEWED AND APPROVED BY THE HIDALGO COUNTY ENVIRONMENTAL HEALTH DEPARTMENT ON_____, 20___.

_____ _____
ENVIRONMENTAL HEALTH DIVISION MANAGER DATE

HIDALGO COUNTY
CERTIFICATE OF PLAT APPROVAL
UNDER LOCAL GOVERNMENT CODE § 232.028(a)

WE, THE UNDERSIGNED, CERTIFY THAT THIS PLAT OF J & K MOTORS SUBDIVISION WAS REVIEWED AND APPROVED BY THE HIDALGO COUNTY COMMISSIONERS COURT ON_____ _____

_____ _____
HIDALGO COUNTY JUDGE DATE

_____ _____
HIDALGO COUNTY CLERK DATE

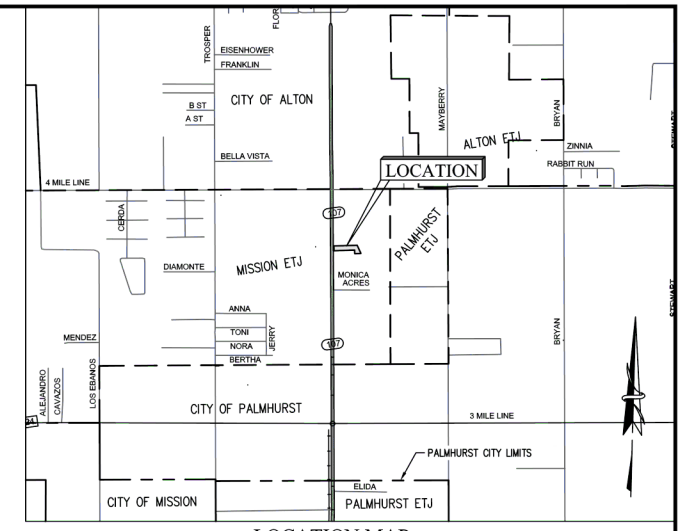
FILED FOR RECORD IN HIDALGO COUNTY
ARTURO GUAJARDO, JR.
HIDALGO COUNTY CLERK

ON _____AT_____A.M./P.M.

INSTRUMENT NUMBER_____.

OF THE MAP RECORDS OF HIDALGO COUNTY, TEXAS

BY: _____, DEPUTY CLERK



LOCATION MAP
SCALE: 1"=2000'

J & K MOTORS SUBDIVISION IS LOCATED WITHIN HIDALGO COUNTY PRECINCT No. 3 IN THE SOUTH CENTRAL PART OF HIDALGO COUNTY AT A DISTANCE APPROXIMATELY 1,320 FEET SOUTH OF THE INTERSECTION OF S.H. 107 (CONWAY AVE.) AND 4 MILE LINE RD. A NEARBY MUNICIPALITY IS THE CITY OF MISSION WITH A POPULATION OF 77,058 ACCORDING TO THE U.S. 2010 CENSUS. J & K MOTORS SUBDIVISION LIES APPROXIMATELY 1.1 MILES FROM THE CITY LIMITS OF MISSION. THE SUBDIVISION IS LOCATED WITHIN THE CITY OF MISSION ETJ.

METES & BOUNDS LEGAL DESCRIPTION:

A 1.46 ACRE TRACT OF LAND OUT OF LOT 35-7 WEST ADDITION TO SHARYLAND SUBDIVISION, HIDALGO COUNTY, TEXAS AS PER MAP THEREOF RECORDED IN VOLUME 1 PAGE 56 OF THE MAP MAP RECORDS OF SAID COUNTY; SAID TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID LOT, THENCE WITH THE NORTH LINE OF SAID LOT, EAST 89.75 FEET TO THE NORTHWEST CORNER HEREOF AND PLACE OF BEGINNING;

THENCE CONTINUING WITH THE NORTH LINE OF SAID LOT, EAST, AT 1.40 FEET FOUND A THREE- QUARTER (3/4) INCH DIAMETER IRON PIPE, AT 522.75 FEET IN ALL TO A ONE-HALF (1/2) INCH DIAMETER IRON PIPE FOUND FOR THE NORTHEAST CORNER HEREOF;

THENCE SOUTH 23°-01'-20" EAST 196.12 FEET TO A ONE-HALF (1/2) INCH DIAMETER IRON ROD FOUND FOR THE SOUTHEAST CORNER HEREOF;

THENCE WITH THE NORTH LINE OF EUSEBIO RODRIGUEZ'S TRACT DESCRIBED IN VOLUME 1947 PAGE 243 OFFICIAL RECORDS, WEST 131.50 FEET TO A THREE-QUARTER (3/4) INCH DIAMETER IRON PIPE FOUND FOR THE MOST SOUTHERLY SOUTHWEST CORNER HEREOF;

THENCE WITH THE EAST LINE OF SIGIFREDO C. RODRIGUEZ'S TRACT DESCRIBED IN DOCUMENT NUMBER 2597008 OFFICIAL RECORDS, NORTH 80.90 FEET TO A ONE-HALF (1/2) INCH DIAMETER IRON ROD FOUND FOR AN INSIDE CORNER HEREOF;

THENCE WITH THE NORTH LINE OF SAID RODRIGUEZ'S TRACT, WEST 467.95 FEET TO A ONE-HALF (1/2) INCH DIAMETER IRON ROD FOUND FOR THE MOST NORTHERLY SOUTHWEST CORNER HEREOF;

THENCE WITH THE EAST RIGHT OF WAY OF S.H. 107, AS RECORDED IN VOLUME 1 PAGE 56 OF THE MAP RECORDS OF SAID COUNTY, NORTH 99.60 FEET TO THE PLACE OF BEGINNING, CONTAINING ONE AND FORTY-SIX HUNDREDTHS (1.46) ACRES, MORE OR LESS;

STATE OF TEXAS
COUNTY OF HIDALGO

I, PABLO PENA III, REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF TEXAS, HEREBY CERTIFY THAT THE MAP ON THIS SHEET SHOWING THE LOTS AND EASEMENTS OF J & K MOTORS SUBDIVISION AND ITS METES AND BOUNDS DESCRIPTION WERE PREPARED FROM A SURVEY OF THE PROPERTY MADE ON THE GROUND BY ME OR UNDER MY SUPERVISION ON _____, 20_____.

_____ _____
PABLO PENA III DATE
REGISTERED PROFESSIONAL SURVEYOR NO. 5242
FIRM NO. 10087200

STATE OF TEXAS
COUNTY OF HIDALGO

I, CRAIG A. GONZALEZ, A LICENSED ENGINEER IN THE STATE OF TEXAS, DO HEREBY CERTIFY THAT PROPER ENGINEERING CONSIDERATION HAS BEEN GIVEN TO THIS PLAT.

_____ _____
CRAIG A. GONZALEZ DATE
LICENSED PROFESSIONAL ENGINEER No. 99268
FIRM NO. F-13094

DATE OF PREPRATION: 08-13-2015

INDEX TO SHEETS OF J & K MOTORS SUBDIVISION

1	HEADING; INDEX; LOCATION MAP AND ETJ; PRINCIPAL CONTACTS; PLAT WITH LOTS, STREETS, AND EASEMENT DESIGNATIONS;LEGAL DESCRIPTION (METES AND BOUNDS); OWNERS DEDICATION, CERTIFICATION & ATTESTATION; ENGINEER'S & SURVEYOR'S CERTIFICATION; HIDALGO COUNTY CERTIFICATION OF PLAT APPROVAL; CITY OF MISSION MAYOR'S CERTIFICATION OF PLAT APPROVAL; CITY OF MISSION PLANNING AND ZONING COMMISSION CERTIFICATION OF PLAT APPROVAL; DESCRIPTION OF LOCATION OF SUBDIVISION WITH RESPECT TO THE ETJ OF A MUNICIPALITY AND DESIGNATION OF THE PRECINCT THE PROJECT IS SITUATED; COUNTY CLERK'S RECORDING CERTIFICATION; UNITED IRRIGATION DISTRICT APPROVAL; H.C.D.D. No. 1 APPROVAL, PLAT NOTES AND RESTRICTIONS; HIDALGO COUNTY HEALTH DEPARTMENT CERTIFICATION.
2	WATER DISTRIBUTION AND SANITARY SEWER MAP; ENGINEERING REPORT INCLUDING DESCRIPTION OF WATER AND WASTEWATER AND ENGINEER'S CERTIFICATION; DRAINAGE REPORT INCLUDING DESCRIPTION OF DRAINAGE AND ENGINEER'S CERTIFICATION; TOPOGRAPHY AND DRAINAGE; REVISION NOTES. SUBDIVIDER CERTIFICATE AND STATEMENT.

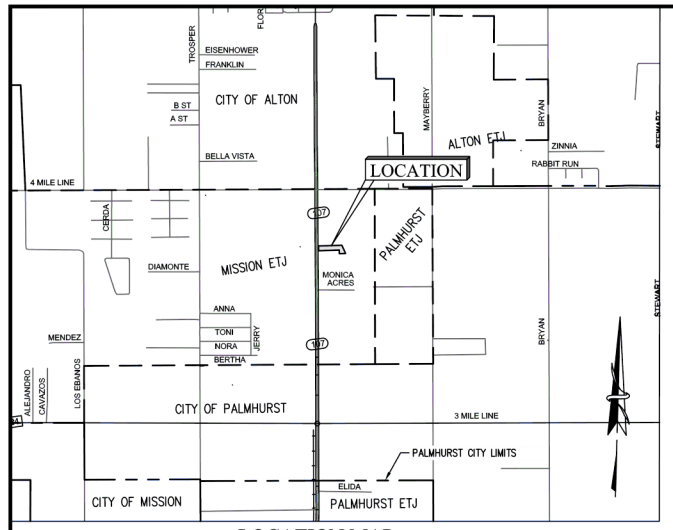
URBAN INFRASTRUCTURE GROUP, INC.
407 N. SALINAS BLVD.
PO BOX 729
DONNA, TEXAS 78537
(956) 464-4710
TBPE FIRM NO. F-13094 WWW.UIGTEXAS.COM

THIS DOCUMENT IS RELEASED FOR INTERIM REVIEW ONLY UNDER AUTHORITY OF CRAIG GONZALEZ, P.E., (NO. 99268) ON 10/16/15 AND IS NOT TO BE USED FOR BIDDING OR CONSTRUCTION.

PRINCIPAL CONTACTS	NAME	ADDRESS	PHONE FAX
OWNER:	JESUS A. MOLINA	305 N. AUSTIN, ALTON TX 78573	(956) 984-9745
ENGINEER: URBAN INFRASTRUCTURE GROUP, INC.	CRAIG A. GONZALEZ	407 N. SALINAS BLVD., DONNA, TX 78537	(956) 464-4710 (956) 464-4711
SURVEYOR: PENA ENGINEERING & SURVEYING INC.	PABLO PENA III	1001 W. WHITEWING, MCALLEN, TX 78501	(956) 682-8812 (956) 631-PENA

No.	REVISION	DATE	APPROVED

J & K MOTORS SUBDIVISION PLAT



LOCATION MAP
SCALE: 1"=2000'

DRAINAGE REPORT FOR J & K MOTORS SUBDIVISION

INTRODUCTION
THE PROPOSED J & K MOTORS SUBDIVISION CONSISTS OF 1 COMMERCIAL LOT ON A 1.46-ACRE TRACT. THE PROPERTY IS LOCATED WITHIN THE EXTRATERRITORIAL JURISDICTION (ETJ) OF THE CITY OF MISSION ON THE EAST SIDE OF S.H. 107 (CONWAY AVE.) APPROXIMATELY 1,320 FEET SOUTH OF THE INTERSECTION OF S.H. 107 AND 4 MILE LINE RD.

FLOODPLAIN INFORMATION
THE PROPERTY DOES NOT CONTAIN FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA) SPECIAL FLOOD HAZARD AREAS (SFHA). THE J & K MOTORS SUBDIVISION IS LOCATED WITHIN FEMA COMMUNITY PANEL NO. 480334 0400 C, MAP REVISED NOVEMBER 16, 1982. THE PROPERTY IS LOCATED WITHIN A FEMA ZONE C DEFINED AS AREAS OF MINIMAL FLOODING.

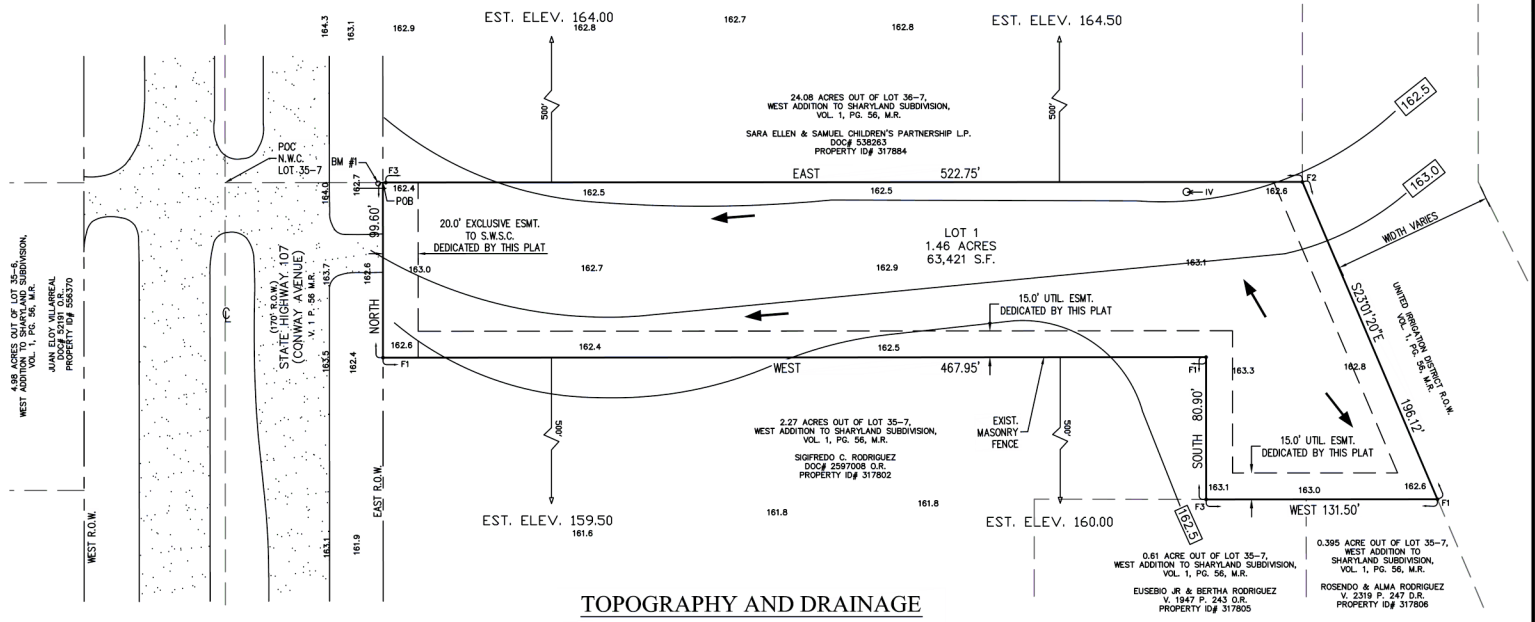
SOIL SURVEY
THE SOIL ON THE PROPERTY IS 100% HIDALGO SANDY CLAY LOAM, 0 TO 1 PERCENT SLOPES (MAP SYMBOL 28), AS INDICATED IN THE USDA NATURAL RESOURCES CONSERVATION SERVICE (NRCS) WEB SOIL SURVEY.

HYDROLOGY
STORMWATER GENERALLY FLOWS FROM THE EAST TO THE WEST ON THE TRACT. THE PRE-DEVELOPED 1.46 ACRES CONSIST OF UNDEVELOPED LAND COVERED WITH GRASS AND PASTURE. THE PROPOSED DEVELOPMENT IS A CAR LOT WITH ONE BUILDING AND A CALICHE SURFACE. THE EXISTING PEAK 10-YEAR FLOW RATE IS APPROXIMATELY 3.53 CFS, AND THE PROPOSED PEAK 10-YEAR FLOW RATE IS APPROXIMATELY 8.36 CFS OR AN INCREASE OF 4.83 CFS.

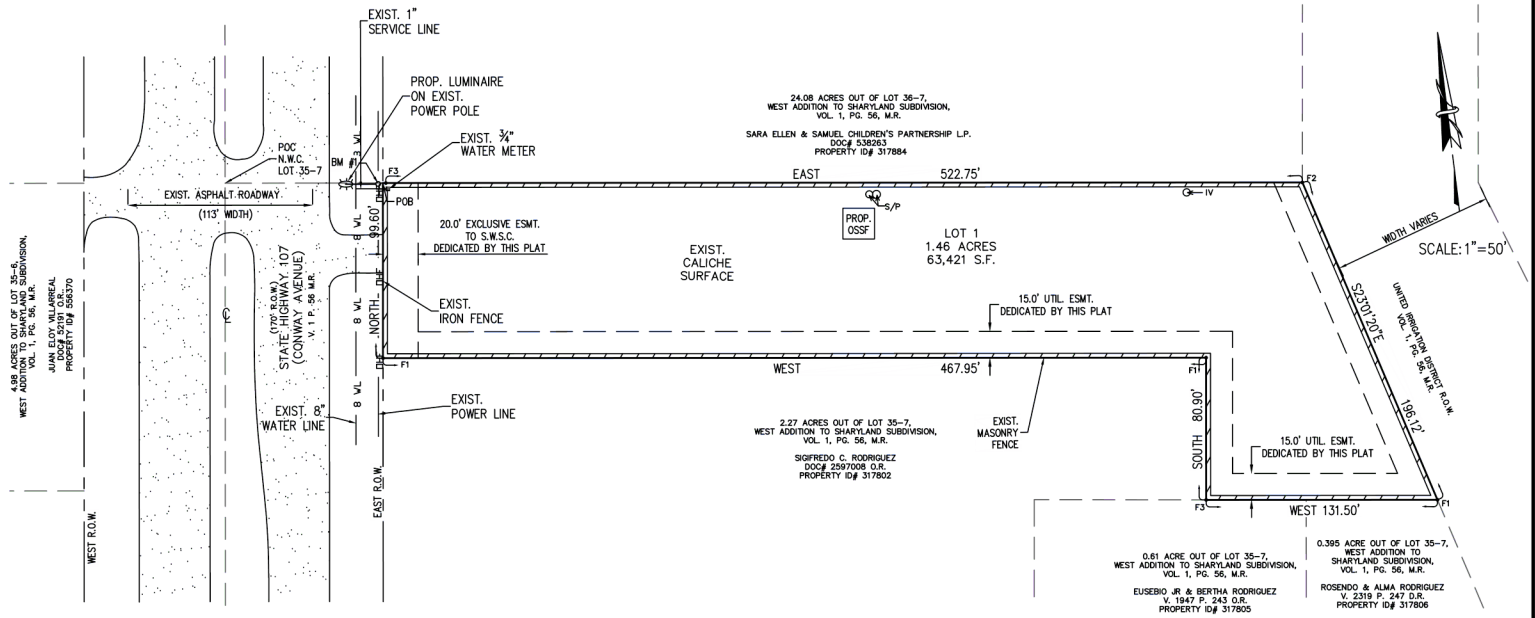
DETENTION
THE REQUIRED DETENTION VOLUME TO CONTAIN THE 10-YEAR FREQUENCY STORM EVENT WITH PROPOSED IMPROVEMENTS WHILE RELEASING AT THE EXISTING 10-YEAR FREQUENCY STORM EVENT RATE IS APPROXIMATELY 6,991 CF. THE DETENTION POND WILL DRAIN INTO THE ROADSIDE SWALE ALONG S.H. 107. THE DRAINAGE THEN FLOWS SOUTH THROUGH THE SWALE AND INTO A GRATE INLET AT APPROXIMATELY 765 FEET SOUTH OF THE PROJECT SITE. IT APPEARS THE DRAINAGE THEN EVENTUALLY FLOWS INTO THE MISSION LATERAL DITCH.

ENGINEER CERTIFICATION
BY MY SIGNATURE BELOW, I CERTIFY THAT THIS SUBDIVISION LIES IN A FLOOD ZONE C DEFINED AS AREAS OF MINIMAL FLOODING. (COMMUNITY PANEL NO. 480334 0400 C, MAP REVISED: NOVEMBER 16, 1982).

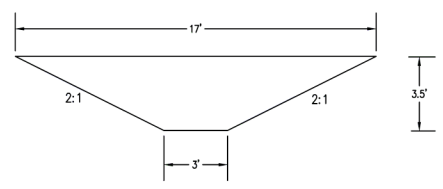
10/05/15
CRAIG A. GONZALEZ — DATE
LICENSED PROFESSIONAL ENGINEER NO. 99268



TOPOGRAPHY AND DRAINAGE



EXISTING SITE PLAN



POND LENGTH = 200'
POND VOLUME = 7,000 C.F.

DETENTION POND CROSS-SECTION

SUBDIVIDER CERTIFICATION:
1.- BY COMPLETING THE IMPROVEMENTS DESCRIBED ON THE PLAT, SUBDIVIDER WILL COMPLY WITH MINIMUM STATE STANDARDS AND THAT (A) WATER 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.

2.- I, JESUS A. MOLINA, SUBDIVIDER OF J & K MOTORS 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 SAID SUBDIVISION TO HAVE ADEQUATE WATER TO COMPLY WITH THE REGULATIONS AND THE LAWS OF THE STATE AS REQUIRED BY STATE, COUNTY, AND CITY REGULATIONS.

JESUS A. MOLINA

STATE TEXAS
COUNTY OF HIDALGO

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED JESUS A. MOLINA 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 CONSIDERATIONS THEREIN STATED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS _____ DAY OF _____, 20_____.

NOTARY PUBLIC

CONSTRUCTION COST ESTIMATE FOR

WATER IMPROVEMENTS	$	0
OSSF IMPROVEMENTS	$	6,500.00
DRAINAGE IMPROVEMENTS	$	0
PAVING IMPROVEMENTS	$	0
TOTAL	$	6,500.00

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LEGEND		
S	–	SET ½" DIAMETER IRON ROD
F1	–	FOUND ½" DIAMETER IRON ROD
F2	–	FOUND ¾" DIAMETER IRON PIPE
F3	–	FOUND ½" DIAMETER IRON PIPE
R.O.W.	–	RIGHT-OF-WAY
POC	–	PLACE OF COMMENCEMENT
POB	–	PLACE OF BEGINNING
⊙S/P	–	IRRIGATION STANDPIPE
O IV	–	IRRIGATION VALVE

FILED FOR RECORD IN HIDALGO COUNTY
ARTURO GUAJARDO, JR.
HIDALGO COUNTY CLERK

ON _____ AT _____ A.M./P.M.

INSTRUMENT NUMBER _____.

OF THE MAP RECORDS OF HIDALGO COUNTY, TEXAS

BY: _____, DEPUTY CLERK

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No.	REVISION	DATE	APPROVED

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: 10-27-2015

PROPOSED **Pueblo De Palmas No.18** SUBDIVISION, PRECINCT No. **4.**

ENGINEER: **Melden & Hunt, Inc.** DEVELOPER: **J. Gary Frisby**

☒ PRELIMINARY APPROVAL ☐ FINAL APPROVAL ☐ FINAL APPROVAL WITH FINANCIAL GUARANTEE ☐ WITH VARIANCE

NUMBER OF LOTS: **89** ☒*SINGLE FAMILY ___ ☐*MULTI-FAMILY ___ ☐COMMERCIAL ___ ☐INSTITUTIONAL

LOCATION DESCRIPTION: **West of Cesar Chavez Road approximately 800 feet north of Ramseyer Road,**

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 **9-4-2015** PROPERTY LIES WITHIN FLOOD ZONE: **" X "** AS PER FEMA.

DRAINAGE DESIGN: **Storm drainage system discharging to the HCDD#1 drain ditch located northeast of proposed development. Detention has been provided by drain ditch widening during construction of Pueblo de Palmas Phase 16.**

ROAD R.O.W. DEDICATION: **19.15 feet on to Cesar Chavez Road.**

H.C.R.O.W. PRELIMINARY APPROVAL DATE: **9-24-2015** By, **Jesse Ozuna, Pct. 4** R.O.W. AGENT

H.C.H.D. PRELIMINARY APPROVAL DATE: **9-25-215** By, **Elizardo "Chardo" Ramos** Environmental Health Division Manager

SEWER SYSTEM: ☒SANITARY SEWER BY: **Edinburg** LINE SIZE: **12"** LOCATION: **Cesar Chavez Road.**

WATER SERVICE PROVIDER: **NAWSC** LINE SIZE: **8"** LOCATION: **Cesar Chavez Raod.**

H.C.O.E.C. PRELIMINARY APPROVAL DATE: **10-14-2015** : 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: _____, __

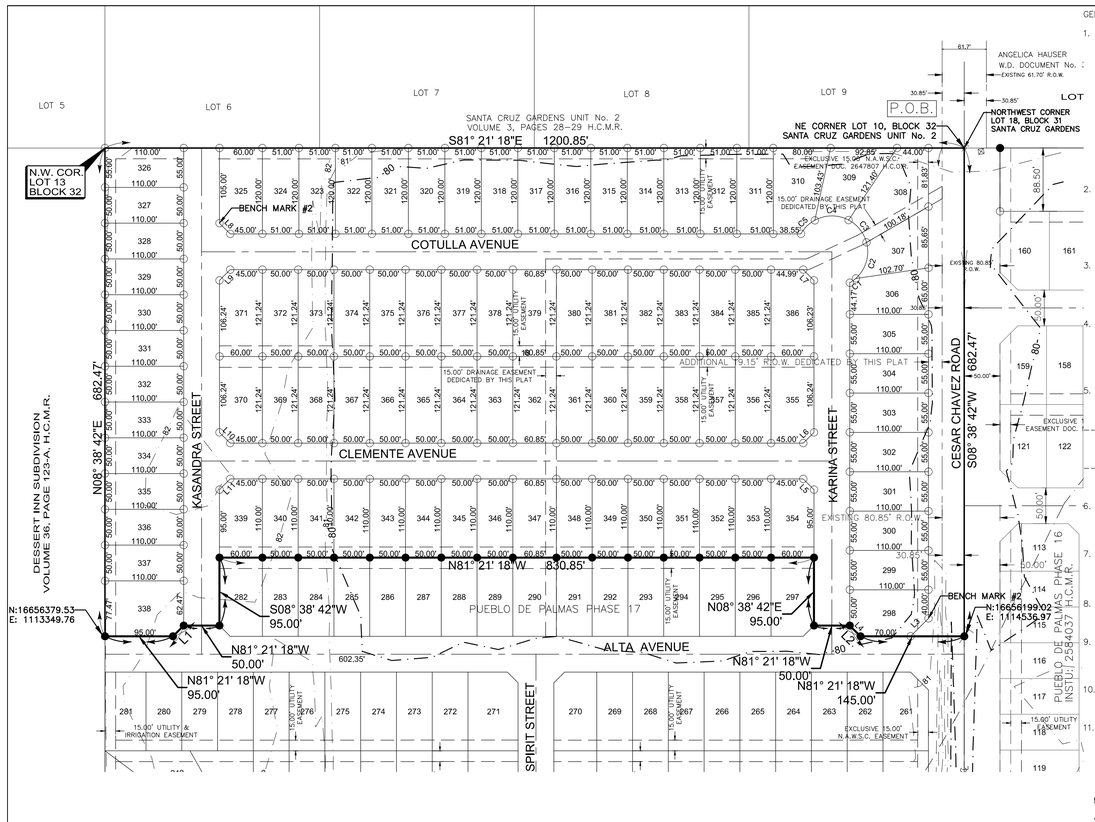
STAFF RECOMMENDS:

☒ **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.*



SUBDIVISION MAP OF
PUEBLO DE PALMAS PHASE 18

BEING A RESUBDIVISION OF 16.677 ACRES
BEING PART OR PORTION OF LOTS 10 THROUGH 13, BLOCK 32
OUT OF SANTA CRUZ GARDENS UNIT #2
VOLUME 8, PAGES 28-29, H.C.M.R.
HIDALGO COUNTY, TEXAS.

BEARINGS BASIS AS PER TEXAS STATE PLANE COORDINATE SYSTEM NAD 83 TEXAS SOUTH ZONE 4205 AS PER NAVD 88 (GEOID 2003)

SCALE:1"=100'

LEGEND

- FOUND No.4 REBAR
- SET No.4 REBAR WITH PLASTIC CAP STAMPED MELDEN & HUNT
- SET PK NAIL

R.O.W. - RIGHT OF WAY
P.O.B. - POINT OF BEGINNING
N.E. COR. - NORTHEAST CORNER
N.W. COR. - NORTHWEST CORNER
S.W. COR. - SOUTHWEST CORNER
H.C.M.R. - HIDALGO COUNTY MAP RECORDS

Curve Table

Curve #	Delta	Length	Radius	Chord Direction	Chord Length	Tangent
C1	011° 52' 06"	10.36'	50.00'	N62° 42' 39"E'	10.34'	5.20'
C2	063° 14' 58"	55.20'	50.00'	N25° 09' 07"E'	52.44'	30.79'
C3	047° 09' 23"	41.15'	50.00'	N30° 03' 03"W'	40.00'	21.82'
C4	056° 13' 20"	49.06'	50.00'	N81° 44' 25"W'	47.12'	26.71'
C5	031° 30' 14"	27.49'	50.00'	S54° 23' 48"W'	27.15'	14.10'

Lot Area Table

Lot #	SQ. FT.	Area
298	6,725.08	0.154
299	6,050.00	0.139
300	6,050.00	0.139
301	6,050.00	0.139
302	6,050.00	0.139
303	6,050.00	0.139
304	6,050.00	0.139
305	6,050.00	0.139
306	6,249.02	0.143
307	5,895.09	0.135
308	8,656.32	0.199
309	6,866.48	0.158
326	6,050.00	0.139
327	5,500.00	0.126
328	5,500.00	0.126
329	5,500.00	0.126
330	5,500.00	0.126
331	5,500.00	0.126

Lot Area Table

Lot #	SQ. FT.	Area
332	5,500.00	0.126
333	5,500.00	0.126
334	5,500.00	0.126
335	5,500.00	0.126
336	5,500.00	0.126
337	5,500.00	0.126
340	5,500.00	0.126
341	5,500.00	0.126
342	5,500.00	0.126
343	5,500.00	0.126
344	5,500.00	0.126
345	5,500.00	0.126
346	5,500.00	0.126
347	6,693.50	0.154
348	5,500.00	0.126
349	5,500.00	0.126
350	5,500.00	0.126
351	5,499.50	0.126

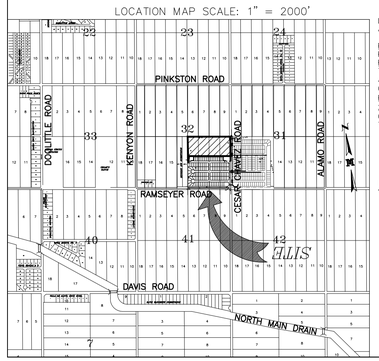
Lot Area Table

Lot #	SQ. FT.	Area
352	5,500.33	0.126
353	5,500.17	0.126
354	6,487.50	0.149
355	7,161.40	0.164
356	6,061.80	0.139
357	6,061.80	0.139
358	6,061.80	0.139
359	6,061.80	0.139
360	6,061.80	0.139
361	6,061.80	0.139
362	7,377.22	0.169
363	6,061.80	0.139
364	6,061.80	0.139
365	6,061.80	0.139
366	6,061.80	0.139
367	6,061.80	0.139
368	6,061.80	0.139
369	6,061.98	0.139

Lot Area Table

Lot #	SQ. FT.	Area
372	6,061.98	0.139
373	6,061.80	0.139
374	6,061.80	0.139
375	6,061.80	0.139
376	6,061.80	0.139
377	6,061.80	0.139
378	6,061.80	0.139
379	7,377.22	0.169
380	6,061.80	0.139
381	6,061.80	0.139
382	6,061.80	0.139
383	6,061.80	0.139
384	6,061.80	0.139
385	6,061.80	0.139
386	7,161.35	0.164

LOCATION MAP SCALE: 1" = 2000'



LOCATION OF SUBDIVISION WITH RESPECT TO THE EXTRATERRITORIAL JURISDICTION OF A MUNICIPALITY:

PUEBLO DE PALMAS PHASE 18 IS LOCATED IN THE MID-CENTRAL PART OF HIDALGO COUNTY ALONG THE WEST OF CESAR CHAVEZ ROAD APPROXIMATELY 770.00 FEET NORTH OF RAMSEYER ROAD. THE ONLY NEARBY MUNICIPALITY IS THE CITY OF EDINBURG, ACCORDING TO THE OFFICIAL MAP IN THE OFFICE OF THE SECRETARY OF THE CITY EDINBURG (POPULATION 77,100), PUEBLO DE PALMAS PHASE 18 LIES 2 MILES FROM THE CITY LIMITS (AND IS WITHIN THE 2 MILE EXTRATERRITORIAL JURISDICTION (ETJ) UNDER LOCAL GOVERNMENT CODE § 212.001 AND 42.021.
THIS SUBDIVISION FALLS WITHIN PRECINCT 4.

MELDEN & HUNT, INC.
TEXAS REGIST. F-1435

MELDEN & HUNT INC.
CONSULTANTS ENGINEERS SURVEYORS
115 W. McINTYRE
EDINBURG, TX. 78541
227 N. F.M. 3167
RIO GRANDE CITY, TX. 78582
E-MAIL: www.meldenandhunt.com
OFF: (956) 381-0981
FAX: (956) 381-1839
OFF: (956) 487-8256
FAX: (956) 488-8591
ESTABLISHED 1947

DRAWN BY: CIRO DATE: _____.
SURVEYED, CHECKED DATE: _____.
FINAL CHECK DATE: _____.

PRINCIPAL CONTACTS	NAME	ADDRESS	CITY & ZIP	PHONE	FAX
OWNER:	JGF LAND CO. INC. J. GARY FRISBY, PRESIDENT	P.O. BOX 1000	MISSION, TX 78573	956-583-1114	956-583-8343
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

INDEX TO SHEET OF PUEBLO DE PALMAS PHASE 18

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. R.O.W. EASEMENT DEDICATION.

SHEET 2: ENGINEERING REPORT, INCLUDING DESCRIPTION OF WATER AND ENGINEERS CERTIFICATION (ENGLISH AND SPANISH VERSION), WATER DETAILS;

SHEET 3: SANITARY SEWER LAYOUT; DETAILS

SHEET 4: MAP OF TOPOGRAPHY AND DRAINAGE; REVISION NOTES, DRAINAGE REPORT INCLUDING DESCRIPTION OF DRAINAGE, ENGINEERING CERTIFICATION, STREET DETAILS; STORM DRAINAGE CONSTRUCTION DETAILS.

GENERAL PLAT NOTES & RESTRICTIONS:

1. FLOOD ZONE STATEMENT:
FLOOD ZONE DESIGNATION: ZONE "X" & "X"(SHADED); ZONE "X" AREAS DETERMINED TO BE OUTSIDE 500-YEAR FLOOD PLAIN. ZONE "X" SHADED AREA OF 500-YEAR FLOOD AND AREA OF 100-YEAR FLOOD WITH AVERAGE DEPTHS OF LESS THEN ONE FOOT OR WITH DRAINAGE AREAS LESS THEN ONE SQUARE MILE; AND AREAS PROTECTED BY LEVEES FROM 100-YEAR FLOOD. COMMUNITY-PANEL NO. 480334 0325 D EFFECTIVE DATE: JUNE 6, 2000 FURTHER REVISED AS PER LOMR DATED MAY 17, 2001.

COMMUNITY-PANEL NO. 480334 0325 D EFFECTIVE DATE: MAY 17, 2001 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: 25.00 FEET.
REAR: 15.00 FEET OR EASEMENT WHICHEVER IS GREATER
SIDE: 6.00 FEET OR EASEMENT WHICHEVER IS GREATER
CORNER SIDE: 10.00 FEET CORNER GARAGE SIDE: 18.00 FEET
CORNER GARAGE FRONT: 18.00 FEET
CORNER SIDE WHERE R.O.W. IS GREATER THAN 50.00 FEET: 20.00 FEET

3. GENERAL NOTE FOR SINGLE FAMILY RESIDENCES:
NO MORE THAN ONE-SINGLE FAMILY DETACHED DWELLING SHALL BE LOCATED ON EACH LOT. APPLICATIONS FOR CONSTRUCTION ARE REQUIRED PRIOR TO OCCUPYING THE LOT. SINGLE FAMILY RESIDENCES SHALL INCLUDE THE FOLLOWING: MOBILE HOME, TRAVEL TRAILER, FRAME HOME, AND SLAB HOME, NO COMMERCIAL USE SHALL BE ALLOWED.

4. MINIMUM FINISHED FLOOR ELEVATION SHALL BE 24" 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. DATUM BASED ON TEXAS SOUTH 4205 ELEVATION PER NAVD 88 (GEOID 2003)

B.M. NO. 1 MHI ALUMINUM DISK SET IN CONCRETE ALONG THE NORTHEAST INTERSECTION OF CESAR CHAVEZ ROAD AND ALTA AVENUE LOCATED AT THE SOUTHEAST CORNER OF LOT 298 OF PUEBLO DE PALMAS PHASE 18 SUBDIVISION. ELEV. 80.50. N:16656359.86, E:1114510.85.

B.M. NO. 2 MHI ALUMINUM DISK SET IN CONCRETE ALONG THE NORTHEAST INTERSECTION OF KASANDRA STREET AND COTULLA AVENUE LOCATED AT THE SOUTHWEST CORNER OF LOT 325 OF THIS SUBDIVISION. ELEV. 82.20. N:16656893.64, E:1114592.00.

6. THE EXISTING DRAINAGE FOR PUEBLO DE PALMAS PHASE 18 IS PART OF THE MASTER DRAINAGE PLAT FOR PUEBLO DE PALMAS PHASE 15 & 16 SUBDIVISION. THESE IMPROVEMENTS HAVE ALREADY BEEN CONSTRUCTED AS PER THE APPROVED DRAINAGE REPORT FOR PUEBLO DE PALMAS PHASE 15 & 16 SUBDIVISION.

7. NO STRUCTURE SHALL BE PERMITTED OVER ANY EASEMENT. EASEMENTS SHALL BE KEPT CLEAR OF BUILDINGS, SHEDS, SHRUBS TREES, AND OTHER PLANTINGS (EXCEPT LOW, LESS THAN 18 INCHES MATURE HEIGHT, GROUND COVER, GRASS, OR FLOWERS) AND OTHER OBSTRUCTIONS THAT WOULD INTERFERE WITH THE OPERATIONS AND MAINTENANCE OF THE EASEMENT.

8. EACH PURCHASE 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.

9. 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.

10. NO DRIVEWAY LOT ACCESS WILL BE ALLOWED FOR LOTS 180 THROUGH 198 ONTO RAMSEYER ROAD. NO DRIVEWAY LOT ACCESS WILL BE ALLOWED FOR LOTS 298 THROUGH 308 ONTO CESAR CHAVEZ ROAD.

11. ALL LOTS SHALL HAVE A POST DEVELOPMENT FINISH GRADE FROM THE REAR OF THE LOT TO THE CURB AND /OR ROADSIDE DITCH AT A 0.5 SLOPE TO ACCOMPLISH POSITIVE DRAINAGE. THIS IS IN ACCORDANCE WITH HIDALGO COUNTY APPENDIX 5: COUNTY CONSTRUCTION.

DESCRIPTION OF PUEBLO DE PALMAS PHASE 18

METES AND BOUNDS DESCRIPTION

A TRACT OF LAND CONTAINING 16.677 ACRES SITUATED IN THE COUNTY OF HIDALGO, TEXAS, BEING A PART OR PORTION OF LOTS 10 THROUGH 13, BLOCK 32, SANTA CRUZ GARDENS UNIT #2, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 8, PAGES 28-29, HIDALGO COUNTY MAP RECORDS, SAID 16.677 ACRES ALSO BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A PK NAIL FOUND AT THE NORTHEAST CORNER OF LOT 10, SANTA CRUZ GARDENS UNIT #2 AND WITHIN THE CESAR CHAVEZ ROAD RIGHT-OF-WAY, FOR THE NORTHEAST CORNER OF THIS TRACT;

1. THENCE, S 08° 38' 42" W ALONG THE EAST LINE OF SAID LOT 10 AND WITHIN THE RIGHT-OF-WAY OF CESAR CHAVES ROAD, A DISTANCE OF 682.47 FEET TO THE NORTH BOUNDARY LINE OF PUEBLO DE PALMAS PHASE 17, AND EASTERNMOST SOUTHEAST CORNER OF THIS TRACT;
2. THENCE, N 81° 21' 18" W ALONG THE NORTH BOUNDARY LINE OF SAID PUEBLO DE PALMAS PHASE 17 A DISTANCE OF 145.00 FEET TO A NO. 4 REBAR FOUND FOR AN OUTSIDE CORNER OF THIS TRACT;
3. THENCE, N 36° 21' 18" E A DISTANCE OF 21.21 FEET TO A NO. 4 REBAR FOUND FOR AN INSIDE CORNER OF THIS TRACT;
4. THENCE, N 81° 21' 18" W A DISTANCE OF 50.00 FEET TO A NO. 4 REBAR FOUND FOR AN OUTSIDE CORNER OF THIS TRACT;
5. THENCE, N 08° 38' 42" E A DISTANCE OF 95.00 FEET TO A NO. 4 REBAR FOUND FOR AN INSIDE CORNER OF THIS TRACT;
6. THENCE, N 81° 21' 18" W A DISTANCE OF 830.85 FEET TO A NO. 4 REBAR FOUND FOR AN INSIDE CORNER OF THIS TRACT;
7. THENCE, S 08° 38' 42" W A DISTANCE OF 95.00 FEET TO A NO. 4 REBAR FOUND FOR AN OUTSIDE CORNER OF THIS TRACT;
8. THENCE, N 81° 21' 18" W A DISTANCE OF 50.00 FEET TO A NO. 4 REBAR FOUND FOR AN INSIDE CORNER OF THIS TRACT;
9. THENCE, S 53° 38' 42" W A DISTANCE OF 21.21 FEET TO A NO. 4 REBAR FOUND FOR AN OUTSIDE CORNER OF THIS TRACT;
10. THENCE, N 81° 21' 18" W A DISTANCE OF 95.00 FEET TO WEST LINE OF LOT 13 AND THE NORTHWEST CORNER OF SAID PUEBLO DE PALMAS PHASE 17 FOR THE SOUTHWEST CORNER OF THIS TRACT;
11. THENCE, N 08° 38' 42" E AT ALONG THE WEST LINE OF SAID LOT 13 AND THE EAST LINE OF LOT 2, DESSERT INN AS RECORDED IN VOLUME 36, PAGE 123A H.C.M.R. A DISTANCE OF 682.47 TO A No. 4 REBAR SET FOR THE NORTHWEST OF THIS TRACT;
12. THENCE, S 81° 21' 18" E ACROSS LOTS 10-13, BLOCK 32 AT A DISTANCE OF 1170.00 FEET PASS THE WEST RIGHT-OF-WAY OF CESAR CHAVEZ ROAD AND CONTINUE A DISTANCE OF 1200.85 FEET TO THE POINT OF BEGINNING, AND CONTAINING 16.677 ACRES OF LAND, MORE OR LESS.

Lot Line Table

Line #	Length	Direction
L1	21.21'	S53° 38' 42"W
L2	21.21'	S36° 21' 18"E
L3	35.36'	N53° 38' 42"E
L4	21.21'	N36° 21' 18"W
L5	21.21'	S36° 21' 18"E
L6	21.21'	S53° 38' 42"W
L7	21.22'	S36° 21' 18"E
L8	21.21'	N36° 21' 18"W
L9	21.21'	N53° 38' 42"E
L10	21.21'	N36° 21' 18"W
L11	21.21'	N53° 38' 42"E

CITY OF EDINBURG
CERTIFICATE OF PLAT APPROVAL
UNDER LOCAL GOVERNMENT CODE § 212.009(C) AND § 212.0115(B)

I, THE UNDERSIGNED, CHAIRPERSON OF THE PLANNING AND ZONING COMMISSION OF THE CITY OF EDINBURG, TEXAS HEREBY CERTIFY THAT THIS SUBDIVISION PLAT CONFORMS TO ALL REQUIREMENTS OF THE SUBDIVISION REGULATION OF THIS CITY WHEREIN MY

_____ _____
DATE CHAIRMAN PLANNING & ZONING COMMISSION

HIDALGO COUNTY
CERTIFICATE OF PLAT APPROVAL
HIDALGO COUNTY HEALTH DEPARTMENT

I, THE UNDERSIGNED CERTIFY THAT THIS PLAT OF PUEBLO DE PALMAS PHASE 18 WAS REVIEWED AND APPROVED BY THE HIDALGO COUNTY HEALTH DEPARTMENT

ON _____DAY OF_____ 20____.

_____
ENVIRONMENTAL HEALTH DIVISION MANAGER

HIDALGO COUNTY
CERTIFICATE OF PLAT APPROVAL
UNDER LOCAL GOVERNMENT CODE § 232.028 (A)

WE THE UNDER SIGNED CERTIFY THAT THIS PLAT OF PUEBLO DE PALMAS 18 SUBDIVISION WAS REVIEWED AND APPROVED BY THE HIDALGO COUNTY
COMMISSIONERS COURT ON _____DAY OF_____ 20____.

_____
HIDALGO COUNTY JUDGE

ATTEST: _____
HIDALGO COUNTY CLERK

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 ____.

JGF ENTERPRISES, L.P.
_____
J. GARY FRISBY
JGF LAND CO. INC.
ITS SOLE GENERAL PARTNER

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 __J. GARY FRISBY__ KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT, AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATION THEREIN EXPRESSED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS THE _____ DAY OF _____, 2015.

_____
NOTARY PUBLIC, STATE OF TEXAS
MY COMMISSION EXPIRES:

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 TEXAS 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 AND HIS ENGINEER TO MAKE THEIR DETERMINATIONS.

HIDALGO COUNTY DRAINAGE DISTRICT NO. 1

_____ _____
RAUL E. SESIN P.E., C.F.M. DATE:
GENERAL MANAGER

STATE OF TEXAS
COUNTY OF HIDALGO

OWNER'S DEDICATION, CERTIFICATION, AND ATTESTATION

I, J. GARY FRISBY, PRESIDENT OF JGF LAND CO. INC., GENERAL PARTNER OF JGF ENTERPRISES. L.P. AS OWNER OF THE 16.699 ACRE TRACT OF LAND ENCOMPASSED WITHIN THE PROPOSED PUEBLO DE PALMAS PHASE 18 , 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.

I ATTEST THAT THE MATTERS ASSERTED IN THIS PLAT ARE TRUE AND COMPLETE.

JGF ENTERPRISES, L.P.

BY: _____ _____
J. GARY FRISBY, PRESIDENT, JGF LAND CO., INC. DATE:
P.O. BOX 1000
MISSION, TEXAS 78573-1000

STATE OF TEXAS
COUNTY OF HIDALGO

BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC, ON THIS DAY PERSONALLY APPEARED J. GARY FRISBY
PROVED TO ME THROUGH HIS TEXAS DEPARTMENT OF PUBLIC SAFETY DRIVERS LICENSE TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT, WHO, BEING BY ME FIRST DULY SWORN, DECLARED THAT THE STATEMENTS THEREIN ARE TRUE AND CORRECT AND ACKNOWLEDGED THAT HE EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATION THEREBY EXPRESSED.
GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS_____DAY OF_____ ,2015 .

_____
NOTARY PUBLIC, STATE OF TEXAS
MY COMMISSION EXPIRES:

STATE OF TEXAS
COUNTY OF HIDALGO

I, FRED L. KURTH, A LICENSED PROFESSIONAL ENGINEER IN THE STATE OF TEXAS, DO HEREBY CERTIFY THAT PROPER ENGINEERING CONSIDERATION HAS BEEN GIVEN TO THIS PLAT AND IS A TRUE AND ACCURATE REPRESENTATION OF THE SUBDIVISION OF THE LANDS HEREON DESCRIBED.

MELDEN & HUNT, INC.
TEXAS REGISTRATION F-1435

_____
FRED L. KURTH, PE # 54151
DATE PREPARED: SEPTEMBER 15, 2014
JOB No. (ENG.) 15068.00
BY: CIRO

STATE OF TEXAS
FRED L. KURTH
54151
LICENSED
PROFESSIONAL ENGINEER

STATE OF TEXAS
COUNTY OF HIDALGO

I, FRED L. KURTH A REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF TEXAS, DO HEREBY CERTIFY THAT THE PLAT AND DESCRIPTION OF THE PUEBLO DE PALMAS PHASE 18 WAS PREPARED FROM A SURVEY OF THE PROPERTY MADE ON THE GROUND ON 7/15/13 BY ME OR UNDER MY SUPERVISION.

_____
FRED L. KURTH, RPLS # 4750
DATE SURVEYED: 07-15-13
BOOK T-955, PGS. 5-6,9-10
JOB No. (SUR.) 13084.08

STATE OF TEXAS
REGISTERED
FRED L. KURTH
4750
PROFESSIONAL
LAND SURVEYOR

APPROVED BY IRRIGATION DISTRICT

THIS PLAT APPROVED BY SANTA CRUZ IRRIGATION DISTRICT No. 15 ON THIS _____ DAY OF _____ 201__ 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, THE LOT OWNER BEING RESPONSIBLE TO INSTALL NECESSARY FACILITIES.

_____ _____
SECRETARY PRESIDENT

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 WATER AND SEWER ENGINEERING REPORT FORMAT
WATER SUPPLY: DESCRIPTION, COST, AND OPERABILITY DATE:

PUEBLO DE PALMAS PHASE 18 WILL BE PROVIDED WITH POTABLE WATER BY NORTH ALAMO WATER SUPPLY CORPORATION (N.A.W.S.C.). THE SUBDIVIDER AND N.A.W.S.C. HAVE ENTERED INTO A CONTRACT IN WHICH N.A.W.S.C. HAS PROMISED TO PROVIDE SUFFICIENT WATER TO THE SUBDIVISION FOR AT LEAST 30 YEARS AND N.A.W.S.C HAS PROVIDED DOCUMENTATION TO SUFFICIENTLY ESTABLISH THE LONG TERM QUANTITY AND QUALITY OF THE AVAILABLE WATER SUPPLIES TO SERVE THE FULL DEVELOPMENT OF THIS SUBDIVISION.

N.A.W.S.C. HAS AN EXISTING 8" DIAMETER WATER LINE RUNNING ALONG THE EAST RIGHT-OF-WAY OF CESAR CHAVEZ ROAD WITHIN A N.A.W.S.C. EASEMENT DOC. No. 2495885 H.C.O.R & AN 8" WATER LINE ALONG THE NORTH RIGHT-OF-WAY OF ALTA AVENUE. THE WATER SYSTEM FOR PUEBLO DE PALMAS PHASE 18 CONSISTS OF 2-8" DIAMETER WATER LINE THAT CONNECTS TO THE EXISTING 8" WATER LINE PREVIOUSLY MENTION. 1-8" WATER LINE THEN RUNS NORTH ALONG THE WEST RIGHT-OF-WAY OF KARINA STREET THE RUNS WEST ALONG THE SOUTH RIGHT-OF-WAY OF COTULLA AVENUE CONNECTING TO AN 8" WATER LINE ALONG THE NORTHWEST CORNER OF LOT 371. ANOTHER 8" WATER LINE RUNS NORTH ALONG THE EAST RIGHT-OF-WAY OF KASANDRA STREET ENDING WITH A 2" FLUSH VALVE ALONG THE NORTHWEST CORNER OF LOT 325. ANOTHER 8" WATER LINE RUNS ALINE THE SOUTH RIGHT-OF-WAY OF CLEMENTE AVENUE CONNECTING TO THE TWO PREVIOUSLY MENTION WATER LINE AT THE NORTH EAST CORNER OF LOT 354 AND THE NORTHWEST CORNER OF LOT 339.

WATER DISTRIBUTION FOR THE PUEBLO DE PALMAS PHASE 18 CONSISTS OF FORTY-FOUR -1" DIAMETER DUAL SERVICE LINES RUN TO PAIRS OF LOTS BEFORE SPLITTING INTO ¾" DIAMETER SERVICE LINES AND ONE -¾" DIAMETER SINGLE SERVICE LINES SERVICING 1 SINGLE LOT. SAID SERVICES TERMINATE AT THE WATER METER BOXES FOR EACH LOT. THE 8" WATER LINES, THE DUAL SERVICES AND ¾" SINGLE SERVICES, AND THE METER BOXES HAVE ALREADY BEEN INSTALLED, AT A TOTAL COST OF $ 136,488.47, OR $ 1,118.75 PER LOT. IN ADDITION, THE SUBDIVIDER HAS PAID N.A.W.S.C. THE SUM OF $ 132,750.00, WHICH COVERS THE $ 1,088.11 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 4 FIRE HYDRANTS AT A UNIT COST OF $ 3,500.00 FOR A TOTAL COST OF $ 14,000.00. 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.

WASTEWATER SUPPLY: DESCRIPTION, COST, AND OPERABILITY DATE:

PUEBLO DE PALMAS PHASE 18 WILL BE TREATED BY WASTEWATER SERVICE FROM CITY OF EDINBURG. THE SUBDIVIDER AND CITY OF EDINBURG HAVE ENTERED INTO A CONTRACT IN WHICH CITY OF EDINBURG HAS PROMISED TO TREATE THE SUFFICIENT WASTEWATER FOR AT LEAST 30 YEARS AND CITY OF EDINBURG HAS PROVIDED DOCUMENTATION TO SUFFICIENTLY ESTABLISH THE LONG TERM QUANTITY AND QUALITY OF THE AVAILABLE WASTEWATER SUPPLIES TO SERVE THE FULL DEVELOPMENT OF THIS SUBDIVISION.

CITY OF EDINBURG HAS AN EXISTING 8" SANITARY SEWER LINE ALONG THE SOUTH SIDE OF ALTA AVENUE RIGHT-OF-WAY. THE WASTEWATER SYSTEM FOR PUEBLO DE PALMAS PHASE 18 CONSISTS OF 2-8" SANITARY SEWER WHICH CONNECTS TO THE EXISTING 8" SANITARY SEWER LINE PREVIOUSLY MUNTION. ONE 8" SANITARY SEWER LINES RUNNING NORTH ALONG THE EAST RIGHT-OF-WAY OF KARINA STREET THEN RUNS WEST ALONG THE NORTH RIGHT-OF-WAY OF COTULLA AVENUE ENDING WITH A 48" MANHOLE AT THE SOUTHEAST CORNER OF LOT 324. ANOTHER 8" SANITARY SEWER LINES CONNECT TO A 48" MANHOLE ALONG THE SOUTH RIGHT-OF-WAY OF ALTA AVENUE, RUNS NORTH ALONG THE WEST RIGHT-OF-WAY ENDING WITH A 48" MANHOLE AT THE NORTHEAST CORNER OF LOT 326, ANOTHER 8" SANITARY SEWER LINES CONNECT TO A 48" MANHOLE ALONG THE EAST RIGHT-OF-WAY OF KARINA STREET, AND RUNS WEST ALONG THE NORTH RIGHT-OF-WAY OF CLEMENTE AVENUE END WITH A 48" MANHOLE ALONG THE SOUTHEAST CORNER OF LOT 369. FROM THE 8" LINE, EIGHTY-NINE (89) 4" DIAMETER SEWER SERVICE LINES RUN FOR EACH LOT.

THE 8" LINES, 4" SERVICE LINE AND EIGHT (8) 48" SANITARY SEWER MANHOLES HAVE BE INSTALLED, AT A TOTAL COST OF $180,264.00 OR $ 1,477.57 PER LOT. IN ADDITION, THE SUBDIVIDER HAS PAID THE CITY OF EDINBURG THE SUM OF $ 11,305.00, WHICH COVERS THE $ 95.00 PER LOT AS STATED IN THE 30 YEAR WASTE WATER SERVICE AGREEMENT WHICH SUM REPRESENTS THE TOTAL COST OF THE SERVICES AND ACQUISITION FEES, AND ALL MEMBERSHIP OR OTHER FEES ASSOCIATED WITH CONNECTING THE INDIVIDUAL LOTS IN THE SUBDIVISION TO THE CITY OF EDINBURG THE ENTIRE WASTE WATER FACILITIES HAVE BEEN APPROVED AND ACCEPTED BY THE CITY OF EDINBURG AND SAID DISTRIBUTION SYSTEM IS OPERABLE AS OF THE DATE OF THE RECORDING OF THE PLAT.

ENGINEER CERTIFICATION:
BY MY SIGNATURE BELOW, I CERTIFY THAT THE WATER AND SEWAGE SERVICE FACILITIES DESCRIBED ABOVE ARE IN COMPLIANCE WITH THE MODEL RULES ADOPTED UNDER SECTION 16.343, WATER CODE. I CERTIFY THAT THE COSTS TO INSTALL WATER AND SEWAGE FACILITIES, DISCUSSED ABOVE, ARE AS FOLLOWS:

WATER FACILITIES – THESE FACILITIES FULLY CONSTRUCTED, WITH THE INSTALLATION OF WATER METERS, WILL COST A GRAND TOTAL OF $ 269,238.47 WHICH EQUALS TO $ 2,206.87 PER LOT.

SEWAGE FACILITIES – THESE FACILITIES FULLY CONSTRUCTED WILL COST A GRAND TOTAL OF $ 191,854.00 WHICH EQUALS TO $ 1,572.57 PER LOT.

_____ _____
ENGINEER'S SIGNATURE DATE

FINAL WATER AND SEWER ENGINEERING REPORT IN SPANISH
PROVISIÓN DE AGUA: DESCRIPCIÓN, GASTOS Y FECHAS DE INICIO

LA SUBDIVISIÓN PUEBLO DE PALMAS PHASE 18 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.

N.A.W.S.C. TIENE UN CONDUCTO DE AGUA DE 8 PULGADAS DENTO UNA CONSECION EXCLUSIVO DE N.A.W.S.C. DOC. No. 2495885 H.C.O.R. EN EL LADO ESTE DE CESAR CHAVEZ ROAD, Y 1 LINEA DE AGRU DE 8 PULGADAS EXISTING NORTE DEL DERECHO DE VIA DE ALTA AVENUE. EL SISTEMA DE AGUA PARA PUEBLO DE PALMAS PHASE 18 CONSISTE DE DOS CONDUCTOS DE 8 PULGADAS ES CONECTAN A LA LINEA EXISTENTE PREVIAMENTE MENSIONADA. UNA LINEA CORREN AL NORTE EN EL LADO OWEST DE KARANA STREET LUEGO CORRE AL OESTE CONECTANDO A UNA LINEA DE 8 PULGADAS IN EL NADO NOROESTE DE LOTE 371. ORTA LINEA DE 8 PULGADAS CORRE AL NORTE EN EL LADO ESTE DE DERECHO DE VIA DE KASANDRA STREET TERMINANDO CON UNA VARVULA DE 2 PULGADAS. OTRA CONDUCTA DE 8 PULGADAS EN EL LADO SUR DEL DERECHO DE VIA DE CLEMENTE AVENUE SE CONNECTA A LAS CONDUCTAS PREVIAMENTE MANSIONADAS SE CONNECTAN EN LA ESQUINA DE LOTE 354 Y LA ESQUINA DE LOTE 339.

LA DESTIBUSION DE AGUA PARA PUEBLO DE PALMAS PHASE 18 CONSISTE DE QUANRENTA-QUATRO DOBLE-CONDUCTOS DE AGUA DE 1 PULGADA DE DIÁMETRO PARA CADA DOS LOTES SE SEPARAN PARA PRODUCIR DOS CONDUCTOS DE AGUA DE ¾ DE PULGADA DE DIÁMETRO PARA CADA LOTE Y UN CONDUCTOS INDIVIDUALES DE AGUA DE ¾ DE PULGADA DE DIÁMETRO PARA UN LOTE. LOS CONDUCTOS DE 8 PULGADAS DE DIÁMETRO SE HAN INSTALADO, LOS DOBLE-CONDUCTOS DE AGUA DE 1 PULGADA DE DIÁMETRO, EL CONDUCTO DE ¾ DE PULGADA DE DIÁMETRO, Y LOS MEDIDORES MECÁNICOS DE AGUA A UN COSTO TOTAL DE $ 136,488.47 O $ 1,118.75 POR LOTE. EL DUEÑO DE LA SUBDIVISIÓN TAMBIÉN LE HA PAGADO A LA COMPAÑÍA N.A.W.S.C. $ 132,750.00, QUE CUBRE EL COSTO DEL MEDIDOR MECÁNICO DE AGUA PARA CADA LOTE, $1,088.11. 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 4 BOCAS DE RIEGO (FIRE HYDRANT) A UN COSTO DE $ 3,500.00 POR CADA UNO CUAL GASTA UNA CANTIDAD TOTAL $14,000.00. 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: DESCRIPCIÓN, GASTOS Y FECHA DE INICIO PARA FACILITAR EL DRENAJE PARA LA SUBDIVISIÓN

LA SUBDIVISIÓN PUEBLO DE PALMAS PHASE 18 RECIBIRÁ SU PROVISIÓN DE DRENAJE SANITARIO DE CITY OF EDINBURG. EL DUEÑO DE LA SUBDIVISIÓN Y LA CIUDAD DE EDINBURG HAN FIRMADO UN CONTRATO POR EL CUAL LA SUBDIVISIÓN RECIBIRÁ SU PROVISIÓN DE DRENAJE SANITARIO POR LOS PRÓXIMOS 30 AÑOS. LA CIUDAD DE EDINBURG HA PRESENTADO DOCUMENTACIÓN PARA DEMOSTRAR A LARGO PLAZO LA CANTIDAD Y CALIDAD DE DRENAJE SANITARIO ACCESIBLE PARA SERVIR EL FUTURO DESARROLLO DE LA SUBDIVISIÓN.

EL SISTEMA DE PROVISIÓN DE DRENAJE SANITARIO PARA LA SUBDIVISIÓN PUEBLO DE PALMAS PHASE 18 CONSISTE DE UNA LINEA EXISTENTE DE 8 PULGADAS LOCALIZADO AL LADO SUR DEL DERICHO DE VIA DE ALTA AVENUE. EL SISTEMA DE PROVISIÓN DE DRENAJE SANITARIO DE LA SUBDIVISIÓN PUEBLO DE PALMAS PHASE 18 CONSISTE DE DOS CONDUCTOS DE DRENAJE DE 8" DE DIAMETRO QUE SE CONECTA AL LINEA EXISTENTE. UN CONDUCTO SE CONECTAN A UN ALCANTARILLA DE 48" Y CORRE AL NORTE EN EL LADO ESTE DE KARINA STREET LUEGO CORRE AL OESTE TERMINANDO CON UN ALCANTARILLA EN EL LADO SURESTE DE LOTE 324. ORTOS CONDUCTO SE CONECTAN A UN ALCANTARILLA DE 48" EN EL LADO NOROESTE DE LOTE 279 EN EL LADO SUR DE ALTA AVENUE CRUSADO AL NORTE TERMINANDO CON UN ALCANTARILLA DE 48" EN EL LADO NORESTE DE LOTE 326. ORTOS CONDUCTO SE CONECTAN A UN ALCANTARILLA DE 48" EN EL LADO NOROESTE DE LOTE 302 EN EL LADO ESTE DE KARINA STREET CRUSADO AL OESTE TERMINANDO CON UN ALCANTARILLA DE 48" EN EL LADO SURESTE DE LOTE 369. DE ESTAS LINEAS DE DRENAJE SANITARIO DE 8", OCHENTA-NUEVE (89) LINEAS DE SERVICIO DE 4 PULGADAS SERÁN EXTENDIDAS HA CADA LOTE.

LA LÍNEAS DE 8" Y OCHO (8) ALCANTARILLAS HAN SIDO INSTALADAS, HA UN COSTO TOTAL DE $ 180,264.00 O $ 1,477.57 POR LOTE. EL DUEÑO DE LA SUBDIVISIÓN TAMBIÉN LE HA PAGADO A LA COMPAÑÍA N.E.W.S.C. UN COSTO TOTAL DE $ 11,305.00, O $95.00 POR LOTE. EL SISTEMA DE DRENAJE SANITARIO ESTARÁ EN FUNCIONAMIENTO COMPLETO ANTES O EN LA FECHA, EN LA CUAL LA SUBDIVISIÓN SEA REGISTRADA EN EL CONDADO DE HIDALGO.

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 $ 269,238.47 O $ 2,206.87 POR LOTE.

DRENAJE: SE ESTIMA QUE EL DRENAJE COSTARA UN COSTO TOTAL DE $ 191,854.00 O $ 1,572.57 POR LOTE.

MELDEN & HUNT, INC.
TEXAS REGISTRATION F-1435

STATE OF TEXAS
FRED L. KURTH
54151
LICENSED
PROFESSIONAL ENGINEER

SUBDIVIDER CERTIFICATION

1. BY COMPLETING THE IMPROVEMENTS DESCRIBED ON THE PLAT, SUBDIVIDER WILL COMPLY WITH MINIMUM STATE STANDARDS AND THAT (a) WATER QUALITY AND CONNECTIONS INCLUDING WATER METERS AND OR WATER WELLS FOR EACH LOT(S) MEET SUCH STANDARDS AND (b) SEWER CONNECTIONS TO THE LOTS OR SEPTIC TANKS MEET OR WILL MEET SUCH STANDARDS AND WILL BE CONSTRUCTED IN ACCORDANCE WITH STATE AND COUNTY REGULATIONS.

SUBDIVIDER STATEMENT:

1. I, J. GARY FRISBY SUBDIVIDER OF PUEBLO DE PALMAS PHASE 17 HEREBY 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.

_____
J. GARY FRISBY

STATE OF TEXAS
COUNTY OF HIDALGO:

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED J. GARY FRISBY KNOWN TO ME THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT AND ACKNOWLEDGED TO BE THAT HE EXECUTED THE SAME FOR PURPOSED AND CONSIDERATION THEREIN STATED,GEVEN UNDER MY HAND AND SEAL OF OFFICE THIS THE

_____DAY OF _____20_____.

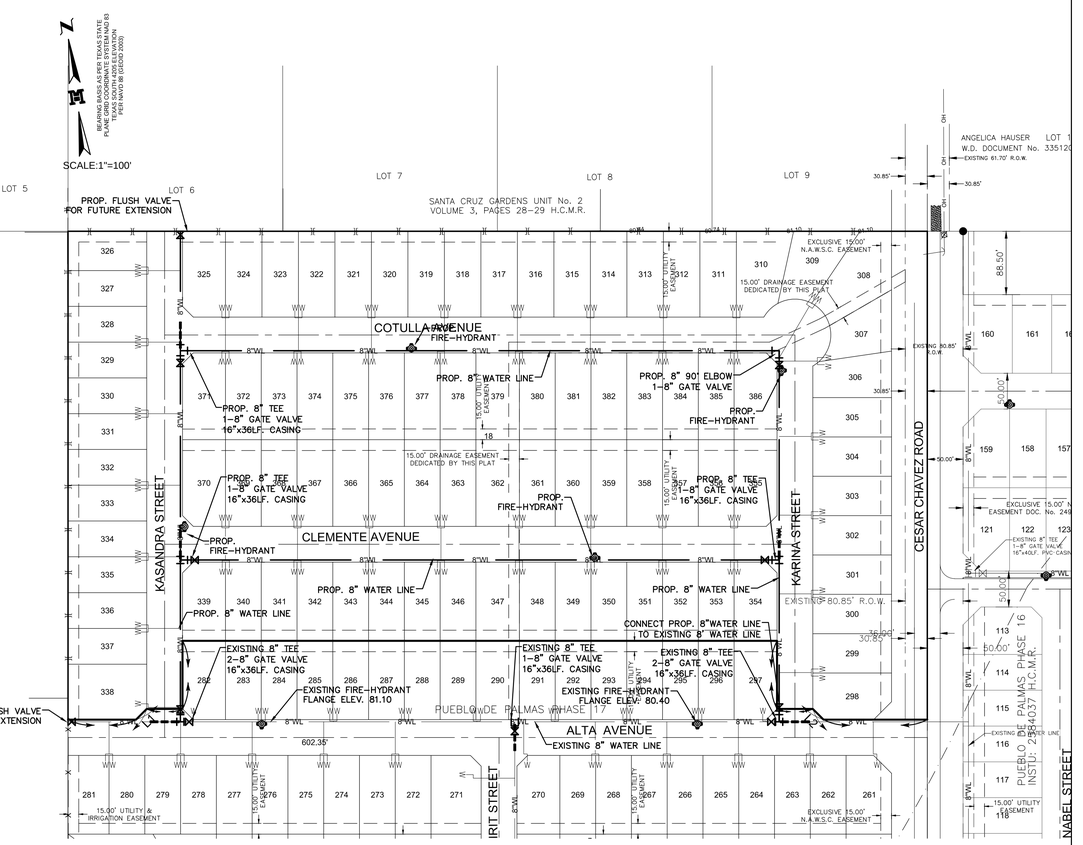
_____
NOTARY PUBLIC
MY COMMISSION EXPIRES_____

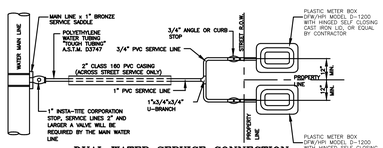
TYPICAL DETAILS OF SERVICE LINES AND WATER METER BOX

LEGEND:
- PROPOSED DUAL WATER SERVICE
- PROPOSED SINGLE WATER SERVICE

DETALLE TIPICO DE LINEAS DE SERVICIO Y MEDIDORES DE AGUA

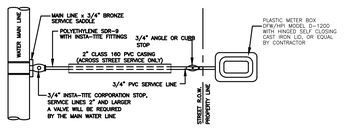
LEYENDA
- SERVICIO DOBLE DE AGUA PROPUESTO
- SERVICIO INDIVIDUAL DE AGUA PUPUESTO



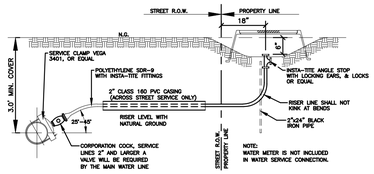


DUAL WATER SERVICE CONNECTION
N.T.S.

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.



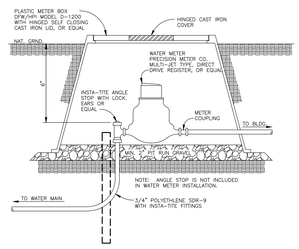
TYPICAL WATER SERVICE CONNECTION ELEVATION
N.T.S.

COST ESTIMATE:

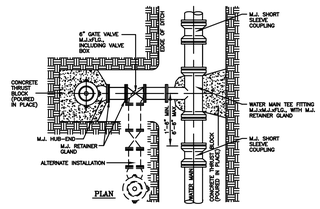
PAVING IMPROVEMENTS:	$ 296,085.80
DRAINAGE IMPROVEMENTS:	$ 47,151.00
WATER DISTRIBUTION:	$ 136,488.47
SANITARY SEWER IMPROVEMENTS:	$ 180,264.00

ESTIMACION DE COSTOS:

PAVIMENTACION DE CALLES:	$ 296,085.80
DRENAJE PLUVIAL:	$ 47,151.00
SERVICIO DE AGUA POTABLE:	$ 136,488.47
SERVICIO DE DRENAJE SANITARIO:	$ 180,264.00



TYPICAL WATER METER INSTALLATION
N.T.S.



TYPICAL FIRE HYDRANT INSTALLATION
N.T.S.

MAP OF WATER DISTRIBUTION SYSTEM
MAPA DE SISTEMA DE DISTRIBUCION DE AGUA

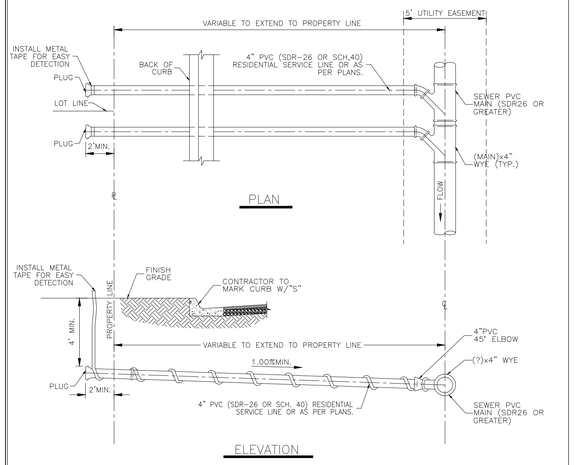
SUBDIVISION MAP OF

PUEBLO DE PALMAS PHASE 18

BEING A RESUBDIVISION OF 16.677 ACRES
BEING PART OR PORTION OF LOTS 10 THROUGH 13, BLOCK 32
OUT OF SANTA CRUZ GARDENS UNIT #2
VOLUME 8, PAGES 28-29, H.C.M.R.
HIDALGO COUNTY, TEXAS.

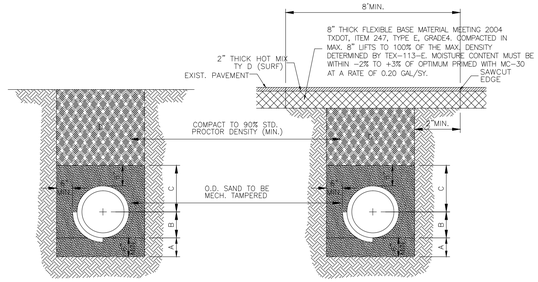
MELDEN & HUNT, INC.
TEXAS REGIST. F-1435

MELDEN & HUNT INC.
CONSULTANTS ENGINEERS SURVEYORS
115 W. McINTYRE EDINBURG, TX. 78541 — OFF: (956) 381-0981 FAX: (956) 381-1839
227 N. F.M. 3167 RIO GRANDE CITY, TX. 78582 — OFF: (956) 487-8256 FAX: (956) 488-8591
E-MAIL: www.meldenandhunt.com ESTABLISHED 1947



S-1 TYPICAL RESIDENTIAL SEWER SERVICE DETAIL
(RESIDENTIAL AND DUPLEX ONLY)

NOTE: SEE DETAIL S-5 FOR BACKFILL REQUIREMENTS.



STANDARD PIPE BEDDING (MAIN & SERVICE LATERALS)

APPLICABLE BENEATH FUTURE/UNPAVED STREETS

A. SAND BEDDING PLACED BEFORE PIPE IS LAID UP TO FLOW LINE OF PIPE. (MIN. THICKNESS = 6")

B. SAND BACK FILL PLACED AFTER PIPE IS LAID FROM BOTTOM OF PIPE TO SPRING LINE OF PIPE. (4" LIFTS, MECH. TAMPED).

C. SAND BACK FILL PLACED FROM SPRING LINE OF PIPE TO 6" ABOVE TOP OF PIPE. (6" LIFTS, MECH. TAMPED).

D. FILL TRENCH W/SELECT BACKFILL, W/12" LIFTS COMPACT TO 90% STD. PROCTOR.
FOUNDATION PREPARATION (WELL POINTS, GRAVEL OR CEMENT STABILIZATION, OR APPROVED SUBSTITUTE)
SHALL BE REQUIRED WHEN TRENCH BOTTOM IS UNSTABLE.

BACK FILLING AT STRUCTURES SHALL BE PLACED IN UNIFORM LAYERS, MOISTENED AS REQUIRED TO APPROXIMATE OPTIMUM MOISTURE CONTENTS AND COMPACTED TO 95% STANDARD PROCTOR DENSITY. THE THICKNESS OF EACH LOOSE LAYER SHALL BE SAND, APPROVED SITE SOIL OR OTHER APPROVED SUBSTITUTE.

STANDARD PIPE BEDDING (MAIN ONLY)

(PARALLEL WITHIN EXIST. STREET)

A. SAND BEDDING PLACED BEFORE PIPE IS LAID UP TO FLOW LINE OF PIPE. (MIN. THICKNESS = 6")

B. SAND BACK FILL PLACED AFTER PIPE IS LAID FROM BOTTOM OF PIPE TO SPRING LINE OF PIPE. (4" LIFTS, MECH. TAMPED).

C. SAND BACK FILL PLACED FROM SPRING LINE OF PIPE TO 6" ABOVE TOP OF PIPE. (6" LIFTS, MECH. TAMPED).

D. FILL TRENCH W/SELECT BACKFILL, W/12" LIFTS COMPACT TO 90% STD. PROCTOR.
FOUNDATION PREPARATION (WELL POINTS, GRAVEL OR CEMENT STABILIZATION, OR APPROVED SUBSTITUTE)
SHALL BE REQUIRED WHEN TRENCH BOTTOM IS UNSTABLE.

BACK FILLING AT STRUCTURES SHALL BE PLACED IN UNIFORM LAYERS, MOISTENED AS REQUIRED TO APPROXIMATE OPTIMUM MOISTURE CONTENTS AND COMPACTED TO 95% STANDARD PROCTOR DENSITY. THE THICKNESS OF EACH LOOSE LAYER SHALL BE SAND, APPROVED SITE SOIL OR OTHER APPROVED SUBSTITUTE.

NOTE: ALL EXISTING/ACTIVE STREET CROSSINGS SHALL REQUIRE SAND BACKFILL OF ENTIRE TRENCH. (SEE DETAIL S-6)

S-5 SEWER STANDARD PIPE BEDDING

TYPICAL DETAILS OF SERVICE LINES AND WATER METER BOX

LEGEND:

PROPOSED DUAL SEWER SERVICE

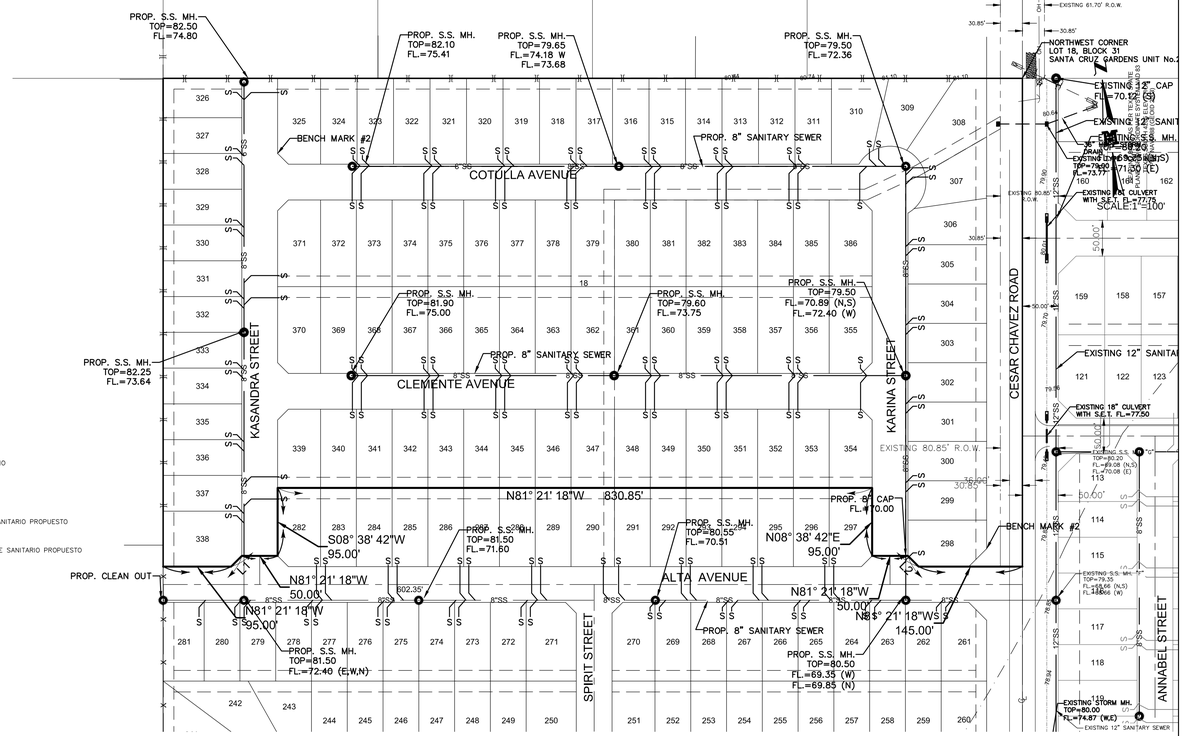
PROPOSED SINGLE SEWER SERVICE

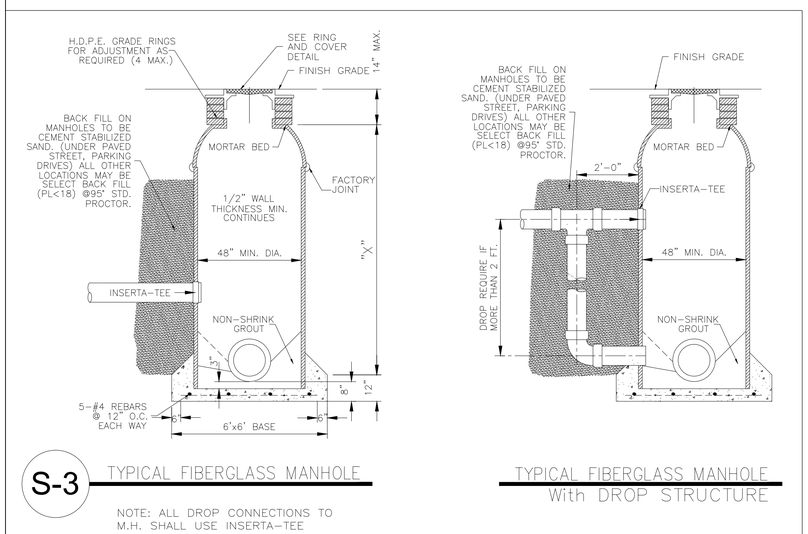
DETALLE TIPICO DE LINEAS DE SERVICIO Y MEDIDORES DE AGUA

LEYENDA

SERVICIO DOBLE DE DRENAJE SANITARIO PROPUESTO

SERVICIO INDIVIDUAL DE DRENAJE SANITARIO PROPUESTO





S-3 TYPICAL FIBERGLASS MANHOLE

NOTE: ALL DROP CONNECTIONS TO M.H. SHALL USE INSERTA-TEE

TYPICAL FIBERGLASS MANHOLE With DROP STRUCTURE

MAP OF SANITARY SEWER DISTRIBUTION SYSTEM
MAPA DE SISTEMA DE DISTRIBUCION DE DRENAJE SANITARIO

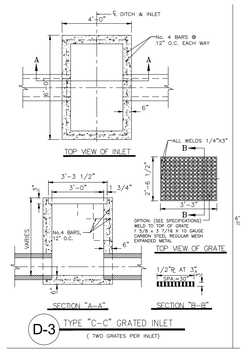
SUBDIVISION MAP OF

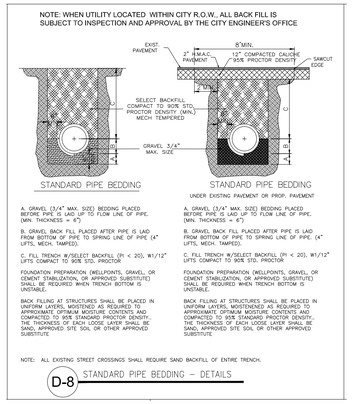
PUEBLO DE PALMAS PHASE 18

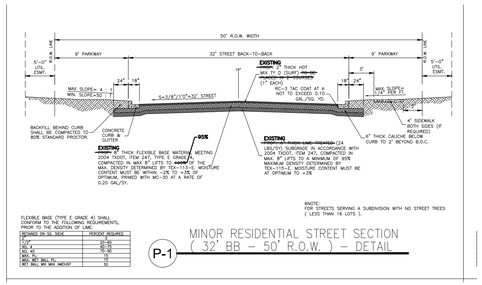
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115 W. McINTYRE — OFF: (956) 381-0981
EDINBURG, TX. 78541 — FAX: (956) 381-1839
227 N. F.M. 3167 — OFF: (956) 487-8256
RIO GRANDE CITY, TX. 78582 — FAX: (956) 488-8591
E-MAIL: www.meldenandhunt.com — ESTABLISHED 1947







DRAINAGE STATEMENT
PUEBLO DE PALMAS PHASE 18

PUEBLO DE PALMAS PHASE 18 IS A 16.677 ACRES TRACT OF LAND OUT OF ALL OF LOTS 10–13, BLOCK 32 OUT OF SANTA CRUZ GARDENS UNIT #2, HIDALGO COUNTY, TEXAS AS RECORDED IN VOLUME 8, PAGE 28–29, HIDALGO COUNTY MAP RECORDS. THE PROPERTY IS LOCATED APPROXIMATELY 637.50 FEET NORTH OF THE INTERSECTION OF CESAR CHAVEZ ROAD AND RAMSEYER ROAD OUTSIDE EDINBURG CITY LIMITS. THE LAND IS CURRENTLY AGRICULTURAL AND WILL BE USED FOR RESIDENTIAL PHASE 18 WILL CONSIST OF 89 LOTS. THE PROPERTY IS LOCATED IN ZONE "X" UNSHADED IN FEMA'S FLOOD INSURANCE RATE MAP, COMMUNITY PANEL NO. 480334 0325 D, MAP REVISED JUNE 6, 2000 FURTHER REVISED TO REFLECT LOMR DATE MAY 17, 2001. ZONE "X UNSHADED"IS DEFINED AS "AREAS DETERMINED TO BE OUTSIDE 500–YEAR FLOODPLAIN."

THE SOILS ARE FINE SANDY LOAM, SANDY CLAY LOAM WHICH IS MODERATELY PERVIOUS WITH A RELATIVELY LOW PLASTICITY INDEX. THIS SOIL IS IN HYDROLOGIC GROUP "B". (SEE EXCERPTS FROM "SOIL SURVEY OF HIDALGO COUNTY, TEXAS")

EXISTING RUNOFF IS BY SURFACE FLOW IN A SOUTHERLY DIRECTION AND HAS A RUNOFF OF 4.64 C.F.S. DURING THE 10–YEAR STORM FREQUENCY AS PER THE ATTACHED CALCULATIONS.

THE EXISTING DRAINAGE FOR PUEBLO DE PALMAS PHASE 18 IS PART OF THE OVERALL IMPROVEMENTS OF PUEBLO DE PALMAS PHASE 15 & 16 SUBDIVISION. THESE IMPROVEMENTS HAVE ALREADY BEEN CONSTRUCTED AS PER THE APPROVED DRAINAGE REPORT FOR PUEBLO DE PALMAS PHASE 15 & 16 SUBDIVISION.

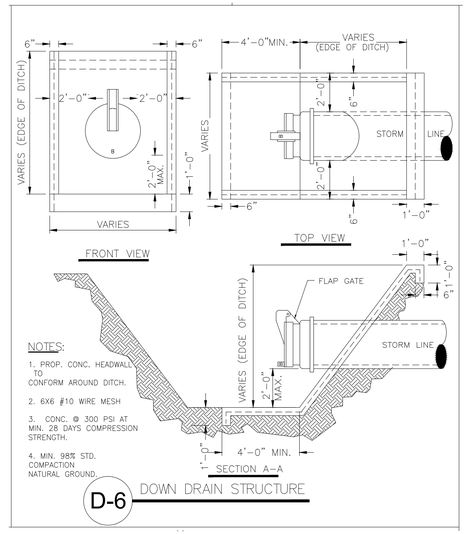
CERTIFICATION:

BY MY SIGNATURE BELOW, I CERTIFY THAT THE 100 YEAR FLOODPLAIN AS DESCRIBED IN COMMUNITY PANEL NUMBER 480334 0325 D, MAP REVISED JUNE 6, 2000 FURTHER REVISED TO REFLECT LOMR DATE MAY 17, 2001. IS CONTAINED WITHIN THE CONSTRUCTION OF A EXISTING DITCH ALONG THE NORTH AND EAST SIDE OF THIS SUBDIVISION.

FRED L. KURTH, PE # 54151 DATE:

MELDEN & HUNT, INC.
TEXAS REGISTRATION F–1435



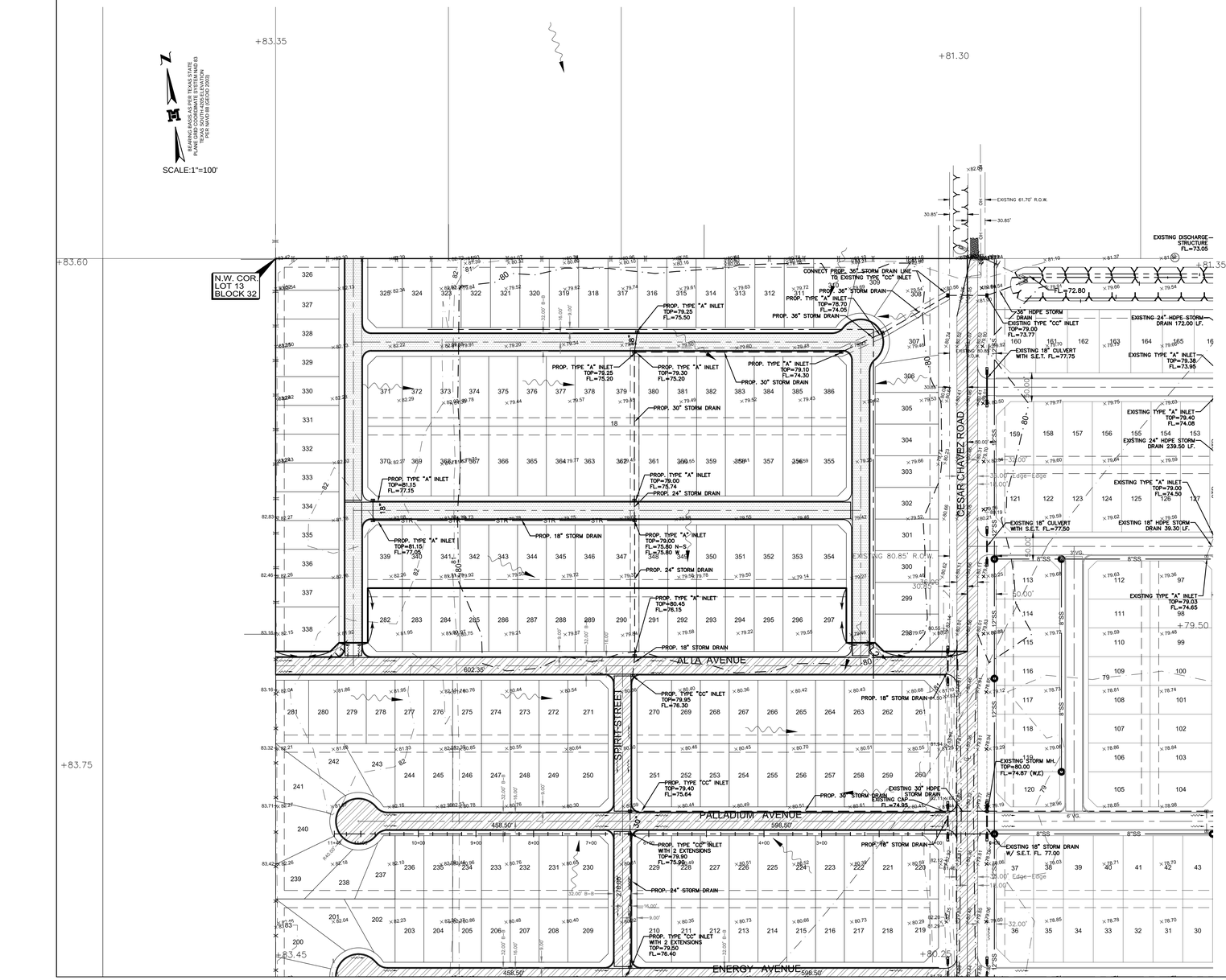


MAP OF TOPOGRAPHY AND DRAINAGE:
MAPA DE TOPOGRAFIA Y DESAGUE:

SUBDIVISION MAP OF

PUEBLO DE PALMAS PHASE 18

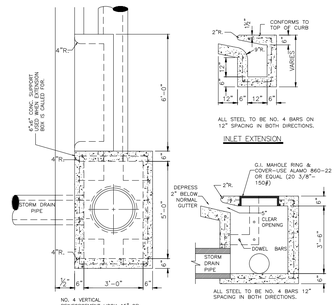
BEING A RESUBDIVISION OF 16.677 ACRES
BEING PART OR PORTION OF LOTS 10 THROUGH 13, BLOCK 32
OUT OF SANTA CRUZ GARDENS UNIT #2
VOLUME 8, PAGES 28–29, H.C.M.R.
HIDALGO COUNTY, TEXAS.



LEGEND

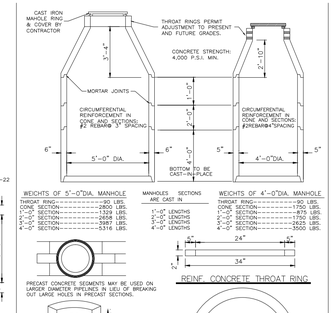
- FOUND No.4 REBAR
- FOUND COTTON PICKER SPINDLE
- SET No.4 REBAR WITH PLASTIC CAP STAMPED MELDEN & HUNT
- POWER POLE
- SERVICE POLE
- GUY WIRE
- TELEPHONE PEDESTAL
- FIRE HYDRANT
- FLUSH VALVE
- WATER VALVE
- 48" WATER WELL
- IRRIGATION VALVE
- IRRIGATION OUTLET
- 30" IRRIGATION STAND PIPE
- GUARD RAIL
- HOG WIRE FENCE
- CHAIN LINK FENCE
- DRAIN DITCH LINE
- IRRIGATION LINE
- OVERHEAD POWER LINE
- ROAD DITCH
- ASPHALT AREA
- CALICHE DRIVEWAY

R.O.W. – RIGHT OF WAY
H.C.M.R. – HIDALGO COUNTY MAP RECORDS
N.E. COR. – NORTHEAST CORNER
N.W. COR. – NORTHWEST CORNER
Sq. Ft. – SQUARE FEET

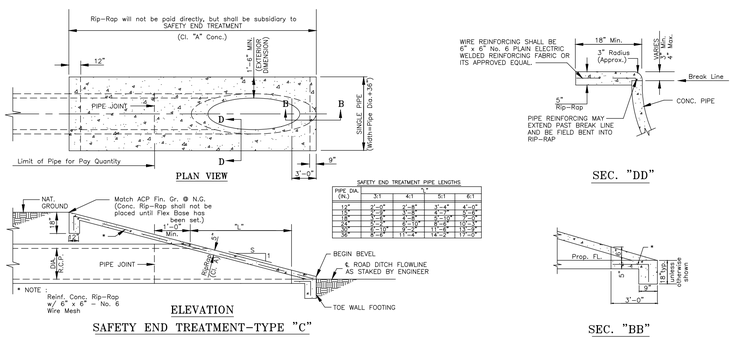


NOTE:
SLOPE BOTTOM OF INLET EXTENSION 1/2"/1'–0" TOWARD INLET EXTENSION TO INLET TO BE MADE IN INCREMENTS OF 3'–0" OR 6'–0" ONLY. TRANSITION NORMAL GUTTER TO INLET SLOPE APPROXIMATELY 3–0".

D-2 TYPE "A" INLET WITH EXTENSION – DETAILS



D-4 PRECAST CONCRETE MANHOLES – DETAILS



SAFETY END TREATMENT – (Type "C") DETAILS
N.T.S.

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: 10-27-2015

PROPOSED San Joaquin Ph. 3 SUBDIVISION, PRECINCT No. 1.

ENGINEER: Quintanilla, Headley & Associates DEVELOPER: Tillmin Welch

☒ PRELIMINARY APPROVAL ☐ FINAL APPROVAL ☐ FINAL APPROVAL WITH FINANCIAL GUARANTEE ☐ WITH VARIANCE

NUMBER OF LOTS: 44 ☒ *SINGLE FAMILY ___ ☐ *MULTI-FAMILY 4 ☒ COMMERCIAL ___ ☐ INSTITUTIONAL

LOCATION DESCRIPTION: Northeast corner of Val Verde Road (FM 1423) and Minnesota 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 9-17-2015 PROPERTY LIES WITHIN FLOOD ZONE: " C " AS PER FEMA.

DRAINAGE DESIGN: Will be provided by a storm drainage pipe system discharging into an existing Donna irrigation ditch abutting north of the proposed subdivision which was constructed during San Joaquin Ph. II.

ROAD R.O.W. DEDICATION: 20.00 feet onto Val Verde Road (FM 1423) and 30.00 feet onto Minnesota Road.

H.C.R.O.W. PRELIMINARY APPROVAL DATE: 10-13-2015 By, Roy Gonzalez, Pct. 1 R.O.W. AGENT

H.C.H.D. PRELIMINARY APPROVAL DATE: N/A By, N/A Environmental Health Division Manager

SEWER SYSTEM: ☒ SANITARY SEWER BY: NAWSC LINE SIZE: 12" LOCATION: Minnesota Road.

WATER SERVICE PROVIDER: NAWSC LINE SIZE: 12" & 8" LOCATION: Val Verde Road (FM 1423) and Minnesota Road.

H.C.O.E.C. PRELIMINARY APPROVAL DATE: 10-16-15 : 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: _____, __

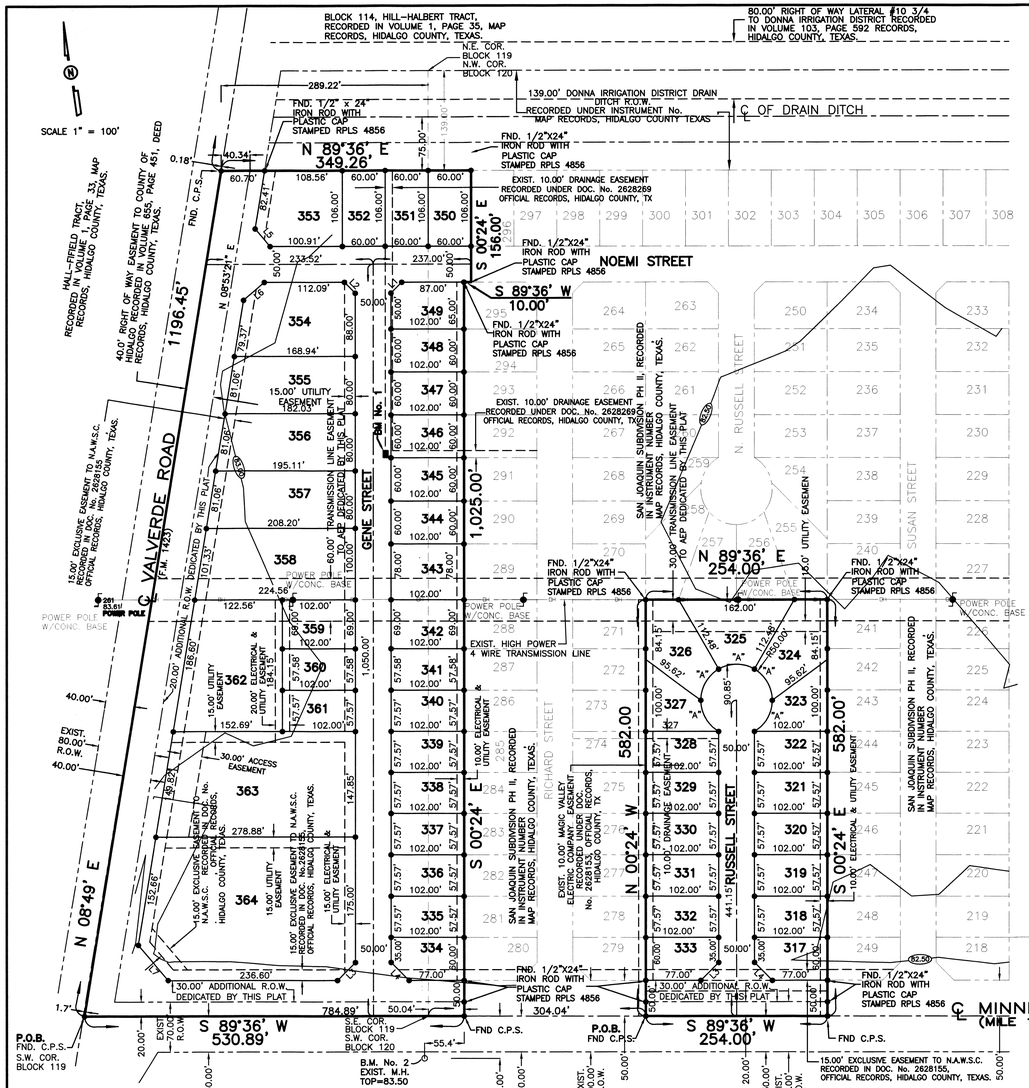
STAFF RECOMMENDS:

☒ **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.*



CURVE DATA CHART			
CURVE	DELTA	RADIUS	LENGTH
"A"	60°00'00"	50.00'	52.36'

LINE DATA TABLE		
DATA	BEARING	LENGTH
L1	N 44°36'00" E	21.21'
L2	S 45°24'00" E	21.21'
L3	S 44°36'00" W	35.36'
L4	N 45°24'00" W	35.36'
L5	N 40°45'15" W	32.38'
L6	S 49°14'45" W	38.10'
L7	N 40°45'15" W	64.75'

AREA DATA TABLE		
LOT	AREA (S.F.)	AC.
317	5807.06	0.13
318-322	5872.14	0.13
323	5831.17	0.13
324	8683.99	0.20
325	10113.57	0.23
326	8683.99	0.20
327	5831.17	0.13
328-332	5872.14	0.13
333-334	5807.50	0.13
335-340	5872.14	0.13
341	5873.16	0.13
342	7038.00	0.16
343	7956.00	0.18
344-348	6120.00	0.14
349	6517.50	0.15
350-352	6360.00	0.15
353	12118.81	0.28
354	16111.81	0.37
355	14038.52	0.32
356	15085.59	0.35
357	16132.65	0.37
358	21638.25	0.50
359	7038.00	0.16
360	5873.16	0.13
361	5872.14	0.13
362	25343.91	0.58
363	39444.12	0.91
364	57501.81	1.32

SUBDIVISION PLAT OF:

SAN JOAQUIN SUBDIVISION PHASE III

A 15.23 ACRE TRACT OF LAND OUT OF BLOCK 119 AND 120, HILL-HALBERT TRACT, HIDALGO COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN VOLUME 1, PAGE 35, MAP RECORDS, HIDALGO COUNTY, TEXAS, AND ACCORDING TO WARRANTY DEED WITH VENDOR'S LIEN RECORDED UNDER COUNTY CLERK'S DOCUMENT NUMBER 2532924, OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS.

METES AND BOUNDS
TRACT I

AN 11.84 ACRE TRACT OF LAND OUT OF BLOCKS 119 AND 120, HILL-HALBERT TRACT, HIDALGO COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN VOLUME 1, PAGE 35, MAP RECORDS, HIDALGO COUNTY, TEXAS, AND ACCORDING TO WARRANTY DEED WITH VENDOR'S LIEN RECORDED UNDER COUNTY CLERK'S DOCUMENT NUMBER 2532924, OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS, REFERENCE TO WHICH IS HERE MADE FOR ALL PURPOSES AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS.

BEGINNING AT A COTTON PICKER SPINDLE FOUND WITHIN THE RIGHT OF WAY OF VALVERDE ROAD (F.M. 1423) FOR THE SOUTHWEST CORNER OF BLOCK 119 AND THE SOUTHWEST CORNER OF THIS TRACT.

THENCE; N 08°49' E, ALONG THE WEST LINE OF BLOCK 119 AND WITHIN THE RIGHT OF WAY OF VALVERDE ROAD (F.M. 1423), A DISTANCE OF 1,196.45 FEET TO A COTTON PICKER SPINDLE FOUND FOR THE NORTHWEST CORNER OF THIS TRACT.

THENCE; N 89°36' E, PASSING A 1/2" IRON ROD WITH CAP STAMPED RPLS 4856 FOUND AT 40.34 FEET FOR THE EAST RIGHT OF WAY LINE OF VALVERDE ROAD (F.M. 1423), A TOTAL DISTANCE OF 349.26 FEET TO A 1/2" IRON ROD WITH CAP STAMPED RPLS 4856 FOUND FOR THE NORTHEAST CORNER OF THIS TRACT.

THENCE; S 00°24' E, A DISTANCE OF 156.00 FEET TO A 1/2" IRON ROD WITH CAP STAMPED RPLS 4856 FOUND FOR AN EXTERIOR CORNER OF THIS TRACT.

THENCE; S 89°36' W, A DISTANCE OF 10.00 FEET TO A 1/2" IRON ROD WITH PLASTIC CAP STAMPED RPLS 4856 FOUND FOR AN INTERIOR CORNER OF THIS TRACT.

THENCE; S 00°24' E, PASSING A 1/2" IRON ROD WITH CAP STAMPED RPLS 4856 FOUND AT 1,005.00 FEET FOR THE NORTH RIGHT OF WAY LINE OF MINNESOTA ROAD, A TOTAL DISTANCE OF 1,025.00 FEET TO A COTTON PICKER SPINDLE FOUND ON THE SOUTH LINE OF BLOCK 119 AND IN THE CENTERLINE OF MINNESOTA ROAD FOR THE SOUTHEAST CORNER OF THIS TRACT.

THENCE; S 89°36' W, ALONG THE SOUTH LINE OF BLOCK 119 AND THE CENTERLINE OF MINNESOTA ROAD, A DISTANCE OF 530.89 FEET TO THE POINT OF BEGINNING AND CONTAINING 11.84 ACRES OF LAND MORE OR LESS.

TRACT II

A 3.39 ACRE TRACT OF LAND OUT OF BLOCK 120, HILL-HALBERT TRACT, HIDALGO COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN VOLUME 1, PAGE 35, MAP RECORDS, HIDALGO COUNTY, TEXAS, AND ACCORDING TO WARRANTY DEED WITH VENDOR'S LIEN RECORDED UNDER COUNTY CLERK'S DOCUMENT NUMBER 2532924, OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS, REFERENCE TO WHICH IS HERE MADE FOR ALL PURPOSES AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS.
BEGINNING AT A COTTON PICKER SPINDLE FOUND ON THE SOUTH LINE OF BLOCK 120 AND IN THE CENTERLINE OF MINNESOTA ROAD FOR THE SOUTHWEST CORNER OF THIS TRACT, SAID SPINDLE BEARS N 89°36' E, 304.04 FEET FROM THE SOUTHWEST CORNER OF BLOCK 120.

THENCE; N 00°24' W, PASSING A 1/2" IRON ROD WITH CAP STAMPED RPLS 4856 FOUND AT 20.00 FEET FOR THE NORTH RIGHT OF WAY LINE OF MINNESOTA ROAD, A TOTAL DISTANCE OF 582.00 FEET TO A 1/2" IRON ROD WITH CAP STAMPED RPLS 4856 FOUND FOR THE NORTHWEST CORNER OF THIS TRACT.

THENCE; N 89°36' E, A DISTANCE OF 254.00 FEET TO A 1/2" IRON ROD WITH CAP STAMPED RPLS 4856 FOUND FOR THE NORTHEAST CORNER OF THIS TRACT.

THENCE; S 00°24' E, PASSING A 1/2" IRON ROD WITH CAP STAMPED RPLS 4856 RPLS FOUND AT 562.00 FEET FOR THE NORTH RIGHT OF WAY LINE OF MINNESOTA ROAD, A TOTAL DISTANCE OF 582.00 FEET TO A COTTON PICKER SPINDLE FOUND ON THE SOUTH LINE OF BLOCK 120 AND IN THE CENTERLINE OF MINNESOTA ROAD FOR THE SOUTHEAST CORNER OF THIS TRACT.

THENCE; S 89°36' W, ALONG THE SOUTH LINE OF BLOCK 120 AND THE CENTERLINE OF VALVERDE ROAD, A DISTANCE OF 254.00 FEET TO THE POINT OF BEGINNING AND CONTAINING 3.39 ACRES OF LAND MORE OR LESS.

BEARINGS ARE IN ACCORDANCE WITH SAN JOAQUIN SUBDIVISION, RECORDED IN INSTRUMENT NUMBER 2486634, MAP RECORDS, HIDALGO COUNTY, TEXAS.

STATE OF TEXAS
COUNTY OF HIDALGO

I, THE UNDERSIGNED, A REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF TEXAS, DO HEREBY CERTIFY THAT THIS PLAT IS TRUE AND CORRECT, AND WAS MADE AND PREPARED FROM AN ACTUAL SURVEY OF THE PROPERTY DONE ON THE GROUND UNDER MY SUPERVISION.

STATE OF TEXAS — ALFONSO QUINTANILLA — 4856 — REGISTERED PROFESSIONAL LAND SURVEYOR

ALFONSO QUINTANILLA
R.P.L.S. No. 4856

5-28-14
DATE

STATE OF TEXAS
COUNTY OF HIDALGO
OWNER'S DEDICATION, CERTIFICATION, AND ATTESTATION

I, TILLMIN WELCH, PRESIDENT OF BUENA TIERRA DEVELOPMENT INC., AS OWNER OF THE 15.23 ACRE TRACT OF LAND ENCOMPASSED WITHIN THE PROPOSED SAN JOAQUIN SUBDIVISION PHASE III, HEREBY SUBDIVIDE THE LAND AS DEPICTED IN THIS SUBDIVISION PLAT AND DEDICATE TO PUBLIC USE THE STREET, PARK, AND EASEMENTS SHOWN HEREIN.

I CERTIFY THAT I HAVE COMPLIED WITH THE REQUIREMENTS OF TEXAS LOCAL GOVERNMENT CODE §232.032 AND THAT:

(A) THE WATER QUALITY AND CONNECTIONS TO THE LOTS MEET, OR WILL MEET, THE MINIMUM STATE STANDARDS;
(B) SEWER CONNECTIONS TO THE LOTS OR SEPTIC TANKS MEET, OR WILL MEET, THE MINIMUM REQUIREMENTS OF STATE STANDARDS;
(C) ELECTRICAL CONNECTIONS PROVIDED TO THE LOTS MEET, OR WILL MEET, THE MINIMUM STATE STANDARDS; AND
(D) GAS CONNECTIONS, IF AVAILABLE, PROVIDED TO THE THE LOTS MEET, OR WILL MEET, THE MINIMUM STATE STANDARDS.

I ATTEST THAT THE MATTERS ASSERTED IN THIS PLAT ARE TRUE AND COMPLETE.

BUENA TIERRA DEVELOPMENT INC. — DATE
TILLMIN WELCH, PRESIDENT
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 JOAQUIN SUBDIVISION PHASE III was reviewed and approved by the Hidalgo County Commissioners Court on _____, _____.

Hidalgo County Judge — date

ATTEST:
Hidalgo County Clerk — date

CITY OF DONNA, TX
CERTIFICATE OF PLAT APPROVAL
UNDER LOCAL GOVERNMENT CODE § 212.009(c) AND §212.0115(b)

WE THE UNDERSIGNED CERTIFY that this plat of the SAN JOAQUIN SUBDIVISION PHASE III was received and approved by the city Council of the City of _____on _____, _____.

Mayor of the City of DONNA — **Date**

ATTEST:
Secretary of the City of DONNA — **Date**

THIS PLAT APPROVED BY DONNA IRRIGATION DISTRICT ON THIS _____ DAY OF _____, 20_____.

SECRETARY — PRESIDENT

APPROVAL OF THE PLANNING COMMISSION OF THE CITY:

THIS PLAT SAN JOAQUIN SUBDIVISION PHASE III HAS BEEN SUBMITTED TO AND CONSIDERED BY THE PLANNING COMMISSION ON THE CITY OF DONNA, TEXAS, AND IS HEREBY APPROVED BY SUCH COMMISSION.

DATED THIS _____ DAY OF _____ 20___.

ATTEST: _____ BY: _____
SECRETARY — CHAIRMAN PLANNING COMMISSION

APPROVED BY DRAINAGE DISTRICT:

HIDALGO COUNTY DRAINAGE DISTRICT NO. 1 HEREBY CERTIFIES THAT THE DRAINAGE PLANS FOR THIS SUBDIVISION COMPLY WITH THE MINIMUM STANDARDS OF THE DISTRICT ADOPTED UNDER THE TEXAS 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 AND HIS ENGINEER TO MAKE THEIR DETERMINATIONS.

HIDALGO COUNTY DRAINAGE DISTRICT NO. 1

RAUL SESIN, P.E., C.F.M. — DATE
GENERAL MANAGER

STATE OF TEXAS
COUNTY OF HIDALGO

I, THE UNDERSIGNED, A REGISTERED PROFESSIONAL ENGINEER IN THE STATE OF TEXAS, DO HEREBY CERTIFY THAT THE PROPER ENGINEERING CONSIDERATIONS HAVE BEEN GIVEN TO THIS PLAT.

STATE OF TEXAS — EULALIO RAMIREZ — 77062 — REGISTERED PROFESSIONAL ENGINEER

EULALIO RAMIREZ
P.E. No. 77062

8-14-15
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 therof being the pipeline installed.

In the event the easement hereby granted obuts on a public road and the city, county or state hereafter widens or relocates the public road so as to require the relocation of this water line as installed, Grantor further grants to Grantee an additional easement over and across the land shown on this plat for the purpose of laterally relocate said water line as may be necessary to clear the road improvements. which easement hereby granted shall be limited to a strip of land 15' in width, the center line thereof being the pipeline as relocated.

The consideration recited herein shall constitute payment in full for all damages sustained by Grantor by reason of the installation, maintenance, repair, replacement and relocation of the structures referred to herein, Thus agreement together with other provisions of this grant shall constitute an easement for the benefit of the Grantee, its successors, and assigns. The Grantor covenants that it is the owner of the above-described lands and that said lands are free and clear of all encumbrances and liens except the following:

The easement conveyed herein was obtained or improved through Federal financial assistance. This easement is subject to the provisions of Title VI of the Civil Rights Act of 1964 and the regulations issued pursuant thereto for so long as the easement continues to be used for the same or similar purpose for which financial assistance was extended or for so long as the Grantee owns it, whichever is longer.

IN WITNESS WHEREOF the said Grantor executed this instrument

this___ day of _____ 20____.

BUENA TIERRA DEVELOPMENT INC.
TILLMIN WELCH, PRESIDENT
3714 S. EXPRESSWAY 281
EDINBURG TX, 78539

THE COUNTY OF HIDALGO — TEXAS

FILED FOR RECORD IN
HIDALGO COUNTY
ARTURO GUAJARDO, JR.
HIDALGO COUNTY CLERK

ON: _____ AT _____ AM/PM
INSTRUMENT NUMBER _____
OF THE MAP RECORDS OF HIDALGO COUNTY, TEXAS

BY: _____ DEPUTY

INDEX OF SHEETS

SHEET 1.
HEADING INDEX: LOCATION MAP AND ETJ: PRINCIPAL CONTACTS: MAP: LOT, STREETS, AND EASEMENT LAYOUT: DESCRIPTION (METES AND BOUNDS): ENGINEER'S & SURVEYOR'S CERTIFICATION: NOTES AND RESTRICTIONS: OWNER'S DEDICATION, CERTIFICATION, PLAT ATTESTATION: CITY APPROVAL CERTIFICATE: COUNTY CLERK'S RECORDING CERTIFICATE: REVISION NOTES, HCDD NO. 1 CERTIFICATION, DONNA IRRIGATION DIST. APPROVAL, NORTH ALAMO WSC STATEMENT.

SHEET 2
ENGINEERING REPORT, INCLUDING DESCRIPTION OF WATER AND WASTE WATER AND ENGINEER'S CERTIFICATION (ENGLISH AND SPANISH VERSION) SUBDIVIDER CERTIFICATE & STATEMENT, REVISION NOTES.

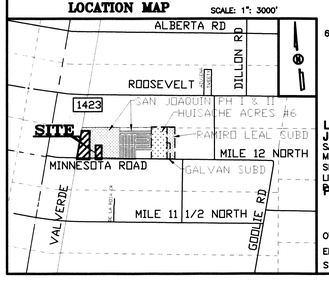
SHEET 3
DRAINAGE REPORT INCLUDING DESCRIPTION OF DRAINAGE, MAP OF TOPOGRAPHY AND DRAINAGE, AND ENGINEERING CERTIFICATION, CONSTRUCTION DETAILS, REVISION NOTES

REVISION NOTES

No.	Sheet	REVISION	Date	Approved

LOCATION MAP

SCALE: 1": 3000'



PLAT NOTES AND RESTRICTIONS:

1.– FLOOD ZONE DESIGNATION: ZONE " C "
AREAS OF MINIMAL FLOODING. (NO SHADING)
COMMUNITY–PANEL NUMBER 480334 0425 C
EFFECTIVE DATE: NOVEMBER 16, 1982

2.– LEGEND ● – DENOTES 1/2"x24" IRON ROD SET WITH PLASTIC CAP STAMPED R.P.L.S. 4856, UNLESS OTHERWISE NOTED.

3.– GENERAL NOTE FOR SINGLE FAMILY RESIDENCES:
NO MORE THAN ONE FAMILY DETACHED DWELLING SHALL BE LOCATED ON LOTS 317 THROUGH 352, AND LOTS 354 THOUGH 361. THIS MUST BE STIPULATED ON ALL DEEDS AND CONTRACT FOR DEEDS. APPLICATIONS FOR CONSTRUCTION ARE REQUIRED PRIOR TO OCCUPYING THE LOT. A BUFFER FENCE IS REQUIRED TO BE INSTALLED BY DEVELOPER ALONG THE REAR OF LOTS 354 THROUGH 358 TO DENY ACCESS FROM VALVERDE ROAD ONTO THE LOTS.

4.– GENERAL NOTE FOR COMMERCIAL LOTS
LOT 353 AND LOTS 362 THROUGH 364 SHALL BE FOR COMMERCIAL USE ONLY. THERE SHALL BE NO OTHER USE OTHER THAN COMMERCIAL. LOT 253 AND LOTS 362 THROUGH 364 ARE FOR NONRESIDENTIAL USE. THIS MUST BE STIPULATED ON ALL DEEDS AND CONTRACT FOR DEEDS. A BUFFER FENCE IS REQUIRED TO BE INSTALLED BY DEVELOPER ALONG ALL ABUTTING RESIDENTIAL LOTS AND ALONG THE REAR OF LOTS 363 AND 364 TO DENY ACCESS TO INTERNAL STREETS. APPLICATIONS FOR CONSTRUCTION APPROVED BY THE PLANNING DEPARTMENT, HEALTH DEPARTMENT AND FIRE MARSHALL ARE REQUIRED PRIOR TO OCCUPYING THE LOT.

5.– MINIMUM FINISH FLOOR NOTE:
MINIMUM FINISH FLOOR ELEVATION SHALL BE 18" ABOVE TOP OF CURB STREET OR 18" ABOVE NATURAL GROUND, WHICHEVER IS GREATER. ELEVATION CERTIFICATE MAY BE REQUIRED FOR LOTS LOCATED OUTSIDE A DESIGNATED FLOOD ZONE AT THE TIME FOR APPLICATION FOR CONSTRUCTION TO VERIFY PRE AND POST CONSTRUCTION FINISH FLOOR ELEVATIONS. AN ELEVATION CERTIFICATE SHALL BE REQUIRED FOR ALL LOTS WITHIN A DESIGNATED FLOOD ZONE AT THE TIME FOR A DEVELOPMENT PERMIT APPLICATION.

6.– MINIMUM BUILDING SETBACK LINES:

FRONT	25.00'
FRONT– LOTS 362 THROUGH 364	60.00'
REAR	15.00'
SIDE	6.00'
SIDE ABUTTING STREET	10.00
FRONT CUL–DE–SAC	15.00'

OR TO EASEMENT LINE WHICHEVER IS GREATER IN ALL CASES

7.– THIS SUBDIVISION WILL BE PROVIDED BY SANITARY SEWER BY N.A.W.S.C.

CLEARANCES FOR WATER METERS:
AS PER LOCAL GOVERNMENT CODE REQUIREMENTS, SANITARY SEWER MUST BE CONNECTED TO A RESIDENCE PRIOR TO THE COUNTY PROCESSING A FINAL CLEARANCE FOR A WATER METER. A SEWER TAP INSPECTION SHALL BE PERFORMED FROM THE ENTITY SERVICE PROVIDER PRIOR TO RECEIVING A CLEARANCE FOR WATER METER(S).

8.– DRAINAGE:
IN ACCORDANCE WITH THE HIDALGO COUNTY DRAINAGE DISTRICT No. 1 AND HIDALGO COUNTY REQUIREMENTS, THIS DEVELOPMENT WILL BE REQUIRED TO DETAIN A TOTAL OF 207,197.08 CUBIC –FEET 4.76 ACRE FEET) OF STORM WATER RUNOFF. DRAINAGE RETENTION IN ACCORDANCE WITH THE LOCAL REQUIREMENTS WILL BE ACCOMPLISHED AS FOLLOWS:
SEE DRAINAGE REPORT ON SHEET No.3.

(36.12 ACRES)	PHASE II	– 145,800.87 cubic feet (3.35 acre–feet)
(15.23 ACRES)	PHASE III	– 61,396.21 cubic feet (1.41 acre–feet)
(51.33 ACRES)	TOTAL=	**207,197.08 cubic feet (4.76 acre–feet)**

9.– NO STRUCTURE SHALL BE PERMITTED OVER ANY EASEMENT.
EASEMENTS SHALL BE KEPT CLEAR OF FENCES, BUILDINGS, SHEDS, SHRUBS TREES, AND OTHER PLANTINGS (EXCEPT LOW, LESS THAN 18 INCHES MATURE HEIGHT, GROUND COVER, GRASS, OR FLOWERS) AND OTHER OBSTRUCTIONS THAT WOULD INTERFERE WITH THE OPERATIONS AND MAINTENANCE OF THE EASEMENT.

10.– BENCHMARK NOTE:
THE FOLLOWING BENCHMARK IS IDENTIFIED ON THE FACE OF THE PLAT AND ON THE ATTACHED ENGINEERING PLANS.
B.M. No.1: ELEV. =81.90 FND. TYPE "A" INLET LOCATED ON THE NORTHWEST CORNER LOT 345 OF THIS SUBDIVISION. N.A.V.D. 88 DATUM.
B.M. No.2– ELEVATION–83.50 TOP OF EXISTING SANITARY MANHOLE LOCATED 109 FEET SOUTH AND 55.4 FEET WEST OF SOUTHEAST CORNER OF LOT 313 OF THIS SUBDIVISION. N.A.V.D. 88 DATUM.

11.– EACH PURCHASED CONTRACT MADE BETWEEN A SUBDIVIDER AND PURCHASER OF A LOT IN THIS SUBDIVISION SHALL CONTAIN A STATEMENT DESCRIBING HOW AND WHEN WATER, SEWER, ELECTRICITY AND GAS SERVICES WILL BE MADE AVAILABLE TO THE SUBDIVISION.

12.– ALL PUBLIC UTILITIES EASEMENTS DEDICATED BY THIS PLAT SHALL BE A MINIMUM WIDTH OF 15.00 FEET AS PER THE HIDALGO COUNTY MODEL SUBDIVISION RULES. BY SIGNING THIS PLAT DEVELOPER AND ENGINEER CERTIFY THAT ALL OTHER EASEMENTS SHOWN COMPLY WITH THE SIZE REQUIRED BY EACH UTILITY PROVIDER OCCUPYING AN EASEMENT.

13.– THERE ARE NO WATER WELLS WITHIN 150 FEET FROM THE BOUNDARIES ON THIS SUBDIVISION.

14.– LOTS 317, 333, AND 334 SHALL NOT HAVE ACCESS/DRIVEWAY ONTO MINNESOTA ROAD.

15.– A 6.0' CHAINLINK FENCE SHALL BE INSTALLED ALONG THE SOUTH SIDE OF THE DRAIN DITCH R.O.W. FOR LOTS 350 THROUGH 353 BY LOT OWNER AT BUILDING PERMIT STAGE.

16.– NO INDIVIDUAL LOT ACCESS WILL BE ALLOWED FOR LOTS 362 THROUGH 364. A 40 FOOT DRIVEWAY ENTRANCE SHALL BE CONSTRUCTED BY DEVELOPER ON LOTS 363 TO PROVIDE INGRESS AND EGRESS TO THE LOTS FROM FM 1423 (VALVERDE ROAD). TxDOT DRIVEWAY/ENTRANCE PERMIT IS REQUIRED PRIOR TO THE CONSTRUCTION OF THE DRIVEWAY AND THE COUNTY ISSUING A DEVELOPMENT APPLICATION PERMITS.

17.– AN OFF–STREET PARKING LOT SITE PLAN & DRAINAGE PLAN APPROVED BY THE HIDALGO COUNTY PLANNING DEPARTMENT SHALL BE REQUIRED FOR COMMERCIAL USE AT THE TIME OF APPLICATION FOR CONSTRUCTION PRIOR TO THE ISSUANCE OF A BUILDING AND/OR DEVELOPMENT PERMIT. NO WATER OR LIGHT CLEARANCES SHALL BE ISSUED UNTIL THE SITE PLAN AND DRAINAGE PLAN ARE APPROVED AND PROPOSED IMPROVEMENTS ARE CONSTRUCTED IN ACCORDANCE WITH COUNTY AND STATE STANDARDS.

18.– 30 FOOT ACCESS EASEMENT SHALL REMAIN FREE AND CLEAR OF ANY OBSTRUCTIONS SO THAT INCOMING AND OUTGOING TRAFFIC MAY TRAVEL FREELY. THE INDIVIDUAL LOT OWNER SHALL BE RESPONSIBLE FOR THE MAINTENANCE OF THE PAVING AND DRAINAGE IMPROVEMENTS WITHIN THE ROAD ACCESS EASEMENT WITH HIS RESPECTIVE SECTION.

19.– LOTS 363 & 364 SHALL NOT HAVE INTERNAL ACCESS TO THE SUBDIVISION. THEY WILL ONLY HAVE ACCESS TO VALVERDE ROAD AND MINNESOTA ROAD.

24.– TxDOT DRIVEWAY/ENTRANCE PERMIT IS REQUIRED FOR LOT 363 PRIOR TO THE CONSTRUCTION OF A DRIVEWAY/ENTRANCE ON TO FM 1423 (VALVERDE ROAD). TxDOT ACCESS PERMIT IS REQUIRED PRIOR TO THE COUNTY ISSUING A DEVELOPMENT APPLICATION PERMIT.

LOCATION OF SUBDIVISION WITH RESPECT TO THE EXTRATERRITORIAL JURISDICTION OF A MUNICIPALITY:

SAN JOAQUIN SUBDIVISION PHASE III IS LOCATED IN MIDDLE HIDALGO COUNTY ON THE NORTHEAST CORNER OF VAL VERDE ROAD AND MINNESOTA ROAD. THE ONLY NEARBY MUNICIPALITY IS THE CITY OF DONNA. ACCORDING TO THE OFFICIAL MAP IN THE OFFICE OF THE SECRETARY OF THE CITY OF DONNA (POPULATION 15,798), SAN JOAQUIN SUBDIVISION PHASE III LIES APPROXIMATELY 1/2 MILE FROM THE CITY LIMITS AND IT IS WITHIN THE CITY'S TWO–MILE EXTRA–TERRITORIAL JURISDICTION (ETJ) UNDER LOCAL GOVERMENT CODE § 42.021. IT LIES IN

PRINCIPAL CONTACTS:

	Name	Address	City & Zip	Phone	Fax
OWNER:	BUENA TIERRA DEVELOPMENT INC. TILLMIN WELCH, PRESIDENT	3714 S. EXPRESSWAY 281	EDINBURG, TX 78539	(956)386–0726	(956)380–4395
ENGINEER:	EULALIO RAMIREZ	124 E. STUBBS	EDINBURG, TX 78539	(956) 381–6480	(956)381–0527
SURVEYOR:	ALFONSO QUINTANILLA	124 E. STUBBS	EDINBURG, TX 78539	(956) 381–6480	(956)381–0527

QUINTANILLA, HEADLEY AND ASSOCIATES, INC.
CONSULTING ENGINEERS · LAND SURVEYORS
124 E. STUBBS ST.
EDINBURG, TEXAS 78539
ENGINEERING REGISTRATION NUMBER F–1513
SURVEYING REGISTRATION NUMBER 100411–00
PHONE 956–381–6480
FAX 956–381–0527
OFFICE@QHAENGINEERING.COM

| SHEET NO. 1 OF 3 SHEETS | FILENAME : F:\DATA\SUBD\DONNA\SAN JOAQUIN\PLAT |

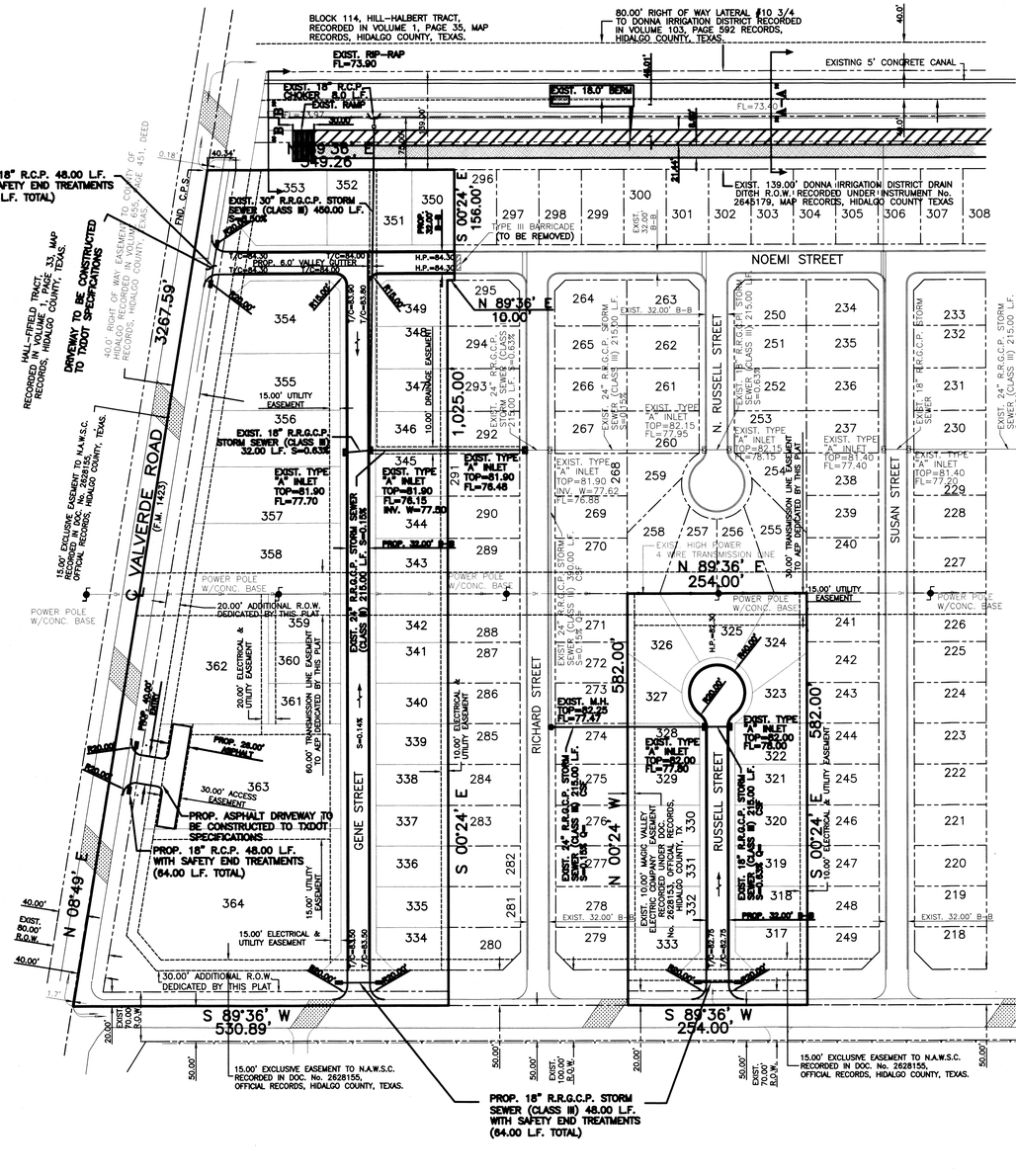
NOTE: FIRE HYDRANTS ARE FOR FILLING PURPOSES. THE PRESENCE OF THE FIRE HYDRANTS DOES NOT GUARANTEE THAT THEY WILL FUNCTION PROPERLY DURING A FIRE, AND THE ENGINEER DOES NOT WARRANT OR IMPLY THAT THEY WILL.

MAP OF WATER DISTRIBUTION SYSTEM/ MAPA DE DISTRIBUCION DE AGUA


BLOCK 114, HILL-HALBERT TRACT, RECORDED IN VOLUME 1, PAGE 35, MAP RECORDS, HIDALGO COUNTY, TEXAS.
80.00' RIGHT OF WAY LATERAL #10 3/4 TO DONNA IRRIGATION DISTRICT RECORDED IN VOLUME 103, PAGE 592 RECORDS, HIDALGO COUNTY, TEXAS.
139.00' DONNA IRRIGATION DISTRICT DRAIN DITCH R.O.W. RECORDED UNDER INSTRUMENT No HIDALGO COUNTY, TEXAS
℄ OF DRAIN DITCH
EXIST. 2" FLUSH VALVE
EXIST. 12"X8" TAPPING SLEEVE 8" TAPPING VALVE & BOX 16" STEEL CASING 60.00 L.F. BORE & INSTALL
N 89°36' E 349.26'
S 00°24' E 156.00'
EXIST. 10" SANITARY SEWER LINE
EXIST. 8" WATERLINE
EXIST. 10" SANITARY SEWER LINE SDR-26, 249.00 L.F. S=0.25%
NOEMI STREET
EXIST. 8" M.J. CROSS 8" VALVE & BOX 8" M.J. 11.25° BENDS
EXIST. 8" PVC DR-18 WATERLINE
EXIST. 10" SANITARY SEWER LINE SDR-26, 198.00 L.F. S=0.25%
EXIST. 8" P.V.C. CASING 40.0 L.F.
EXIST. 21" P.V.C. CASING 20.0' L.F.
EXIST. C.O. TOP=84.00 F.L.=79.36
EXIST. 3/4" SINGLE SERV. CONN. (TYP.)
EXIST. 8" M.J. TEE 8" VALVE & BOX FIRE HYDRANT
EXIST. 1" DUAL SERV. CONN. (TYP.)
EXIST. C.O. TOP=83.50 F.L.=80.43'
20.00' ADDITIONAL R.O.W. DEDICATED BY THIS PLAT
15.00' UTILITY EASEMENT
10.00' DRAINAGE EASEMENT
EXIST. M.H. TOP=82.30 F.L.=79.21
EXIST. M.H. TOP=82.30 F.L.=78.21
EXIST. M.H. TOP=82.60 F.L.=77.90
EXIST. M.H. TOP=84.30 F.L.=78.24
EXIST. C.O. TOP=82.25 F.L.=78.46
EXIST. 8"X6" M.J. TEE 6" VALVE & BOX FIRE HYDRANT
EXIST. 8" SANITARY SEWER LINE
EXIST. 2" FLUSH VALVE
EXIST. C.O. TOP=82.35 F.L.=78.99
EXIST. 8" SANITARY SEWER LINE SDR-26, 394.00 L.F. S=0.33%
EXIST. 8" SANITARY SEWER LINE SDR-26, 404.00 L.F. S=0.33%
EXIST. 8" SANITARY SEWER LINE SDR-26, 340.00 L.F. S=0.33%
EXIST. 8" SANITARY SEWER LINE SDR-26, 40.00 L.F. S=0.33%
EXIST. 8" SANITARY SEWER LINE SDR-26, 275.00 L.F. S=0.33%
EXIST. 8" P.V.C. DR-18 WATERLINE
EXIST. 16" P.V.C. CASING 40.0 L.F.
EXIST. M.H. TOP=83.00 F.L.=78.83
EXIST. M.H. TOP=83.00 F.L.=78.47
EXIST. M.H. TOP=83.00 F.L.=77.56
EXIST. M.H. TOP=82.60 F.L.=77.28
EXIST. M.H. TOP=82.99 F.L.=77.14
EXIST. M.H. TOP=82.30 F.L.=77.31
EXIST. M.H. TOP=82.50 F.L.=75.31
EXIST. M.H. TOP=82.75 F.L.=77.94
EXIST. M.H. TOP=82.30 F.L.=77.31
EXIST. M.H. TOP=82.30 F.L.=77.31
EXIST. 8" WATERLINE
EXIST. 8" SANITARY SEWER LINE
EXIST. 8" VALVE & BOX
EXIST. 12" WATERLINE (N.A.W.S.C.)
EXIST. 3/4" SINGLE SERV. CONN. (TYP.)
EXIST. 1" DUAL SERV. CONN. (TYP.)
EXIST. 8"X6" M.J. TEE 6" VALVE & BOX FIRE HYDRANT
EXIST. 8"X6" M.J. TEE 6" VALVE & BOX FIRE HYDRANT
EXIST. 8" M.J. TEE
EXIST. 8" P.V.C. CASING 40.0 L.F.
EXIST. 16" P.V.C. CASING 40.0 L.F.
EXIST. 8" P.V.C. CASING 40.0 L.F.
EXIST. 16" P.V.C. CASING 40.0 L.F.
EXIST. 16" P.V.C. CASING 40.0 L.F.
EXIST. 8" P.V.C. CASING 40.0 L.F.
EXIST. 8" P.V.C. CASING 40.0 L.F.
EXIST. 8

SAN JOAQUIN SUBDIVISION PHASE III

A 15.23 ACRE TRACT OF LAND OUT OF BLOCK 119 AND 120, HILL–HALBERT TRACT, HIDALGO COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN VOLUME 1, PAGE 35, MAP RECORDS, HIDALGO COUNTY, TEXAS, AND ACCORDING TO WARRANTY DEED WITH VENDOR'S LIEN RECORDED UNDER COUNTY CLERK'S DOCUMENT NUMBER 2532924, OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS.



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.

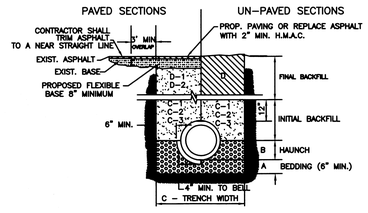
C–3 INITIAL BACKFILL FOR HIGH PERFORMANCE POLYPROPYLENE OR CORRUGATED PVC STORM DRAIN PIPE – SHALL BE CLASS I OR CLASS II (ASTM D2321) BACKFILL MATERIAL COMPACTED TO 90% SPD, 8" LIFTS, MECHANICAL COMPACTION.

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.

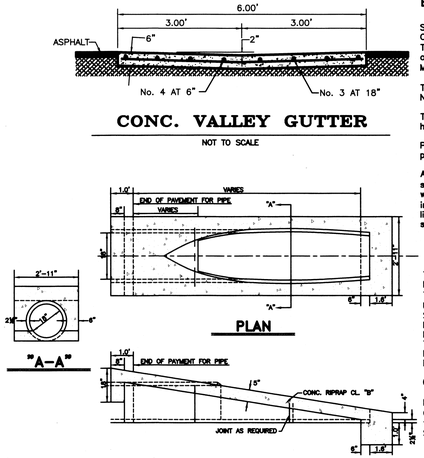
D–2 FINAL BACKFILL FOR RCP CLASS III, HIGH PERFORMANCE POLYPROPYLENE OR CORRUGATED PVC STORM DRAIN PIPE ON STATE MAINTAINED ROADWAYS – COMPACTED SAND/CEMENT STABILIZED BACKFILL WITH 7% PORTLAND CEMENT, COMPACTED AS PER ASTM D–4253 AND ASTM D–698.

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 SUBSTITUTE.

NOTE: MAXIMUM COVER SHALL BE IN ACCORDANCE WITH MANUFACTURERS SPECIFICATIONS.



STORM TRENCH BEDDING AND BACKFILL DETAILS
N.T.S.

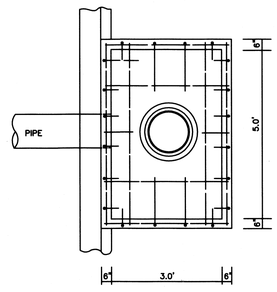


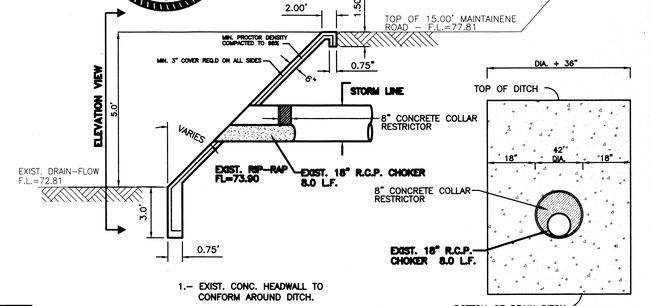
CONC. VALLEY GUTTER
NOT TO SCALE

PLAN

ELEVATION

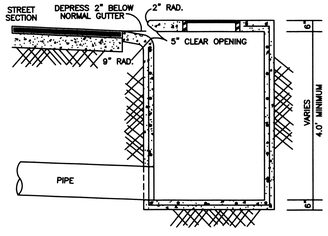
SAFETY END TREATMENT
NOT TO SCALE





1.– EXIST. CONC. HEADWALL TO CONFORM AROUND DITCH.
2.– ALL REINFORCED STEEL SHALL BE GRADE 60
3.– CONC. @ 3000 PSI AT MIN. 28 DAYS COMPRESSION STRENGTH.

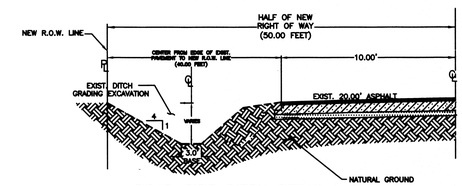
ELEVATION VIEW



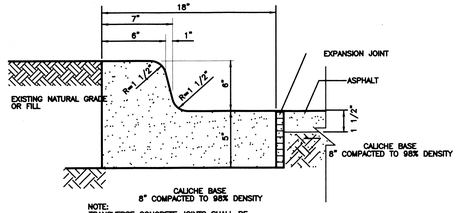
– ALL REINFORCING TO BE No. 4 REBAR 12" O.C. EACH WAY
– RING AND COVER TO BE ALAMO 860–22 OR EQUAL (20 3/8" A.D. 150)

STORM DISCHARGE STRUCTURE
NOT TO SCALE

TYPE "A" INLET DETAIL
NOT TO SCALE

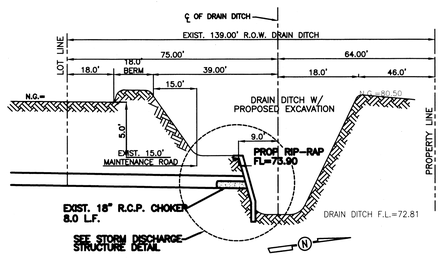


ROAD SIDE DITCH DETAIL
NOT TO SCALE

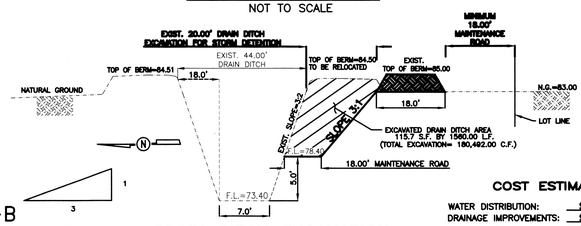


NOTE:
TRANSVERSE CONCRETE JOINTS SHALL BE CONSTRUCTED THROUGH TO BACK OF ALL CURBS

INTEGRAL CURB & GUTTER
(NOT TO SCALE)



STORM SEWER CROSS SECTION B–B
NOT TO SCALE



DRAIN DITCH EXCAVATION CROSS SECTION "A–A"
N.T.S

COST ESTIMATE

WATER DISTRIBUTION: $
DRAINAGE IMPROVEMENTS: $
PAVING IMPROVEMENTS: $
SANITARY SEWER $

FLOW DIRECTION OF WATER

MASTER DRAINAGE REPORT FOR SAN JOAQUIN SUBDIVISION PHASE II & III

BY: EULALIO RAMIREZ, P.E.

San Joaquin Phase III Subdivision is a 15.23 acre tract of land out of Block 119 and 120, Hill–Halbert Tract, Hidalgo County, Texas, according to the map or plat thereof recorded in Volume 1, Page 35, map records, Hidalgo County, Texas, and according to warranty deed with vendor's lien recorded under County Clerk's Document Number 2532924, official records, Hidalgo County, Texas. This subdivision is located on the Northeast corner of the intersection of Minnesota Road and Val Verde Road (FM 1423). The proposed subdivision will consist of 48 lots.

The tract is Zone "C" as per FEMA Flood Insurance Rate Map, Community Panel No. 480334 0425 C, dated on November 16, 1982.

This soil is sandy clay loam and clay loam. This soil is well drained. Permeability is moderate. Plasticity index has a range of 11–30. See attached Soil Survey of Hidalgo County, Texas tables.

Presently, the site has very minimal runoff. The existing runoff for the proposed subdivision is Q= 3.36 cubic feet per second based on a 10–year storm.

After development the runoff will be Q= 14.97 cubic feet per second for an increase of Q= 11.61 cubic feet per second. Detention will be 61,393.96 cubic feet (1.41 acre feet) and will be accomplished by excavating this volume within the existing Donna Irrigation Drain Ditch located on the north side of this development. Street runoff will flow into proposed type "A" inlets that drain into two proposed storm sewer systems consisting of 18", 24", and 30" drain lines. The proposed drain lines will drain into an existing Donna Irrigation Drain Ditch located north of this subdivision.

THE COUNTY DRAINAGE DITCH FLOWS NORTH THEN EAST. THE DRAINAGE DITCH CARRIES WATER EASTWARD WHERE IT EMPTIES INTO LAGUNA MADRE. THE 10 YEAR FLOOD IS CONTAINED WITHIN THE RIGHT–OF–WAY OF STREET AND WITHIN THE DRAINAGE SWALES OF THE SUBDIVISION AS SHOWN BELOW. A RESTRICTIVE COVENANT (SET OUT ON SHEET 1 UNDER PLAT NOTES AND RESTRICTIONS) PROHIBITS THE CONSTRUCTION OF RESIDENTIAL HOUSING IN ANY AREA OF THE SUBDIVISION THAT IS IN A FLOODPLAIN UNLESS THE HOUSING QUALIFIES FOR INSURANCE UNDER THE NATIONAL FLOOD INSURANCE ACT OF 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 · EULALIO RAMIREZ · 77062 · REGISTERED PROFESSIONAL ENGINEER

EULALIO RAMIREZ
P.E. No. 77062

10-9-15
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
ENGINEERING REGISTRATION NUMBER F–1513
SURVEYING REGISTRATION NUMBER 100411–00
PHONE 956–381–6480
FAX 956–381–0527
OFFICE@QHAENGINEERING.COM

SHEET NO.	FILENAME: F:\DATA\SUBDIVS\DONNA\SAN JOAQUIN\B–PLAT			
3 OF 3	DATE PREPARED	PREPARED BY	CHECKED BY	APPROVED BY
	MAY. 12, 2006.	M. GONZALEZ		
	DATE REVISED		CHECKED BY	APPROVED BY

HIDALGO COUNTY
PLANNING DEPARTMENT

1304 SOUTH 25TH STREET
EDINBURG TEXAS 78539
Tel. 956-318-2840 Fax. 956-318-2844

T.J. Arredondo, CFM
Director of Planning

HIDALGO COUNTY COMMISSIONERS COURT MEETING

DATE: 10-27-2015

PROPOSED **Dos Vientos Estates** SUBDIVISION, PRECINCT No. **4.**

ENGINEER: **KK Engineering** DEVELOPER: **Kyndel W. Bennett**

☒ PRELIMINARY APPROVAL ☐ FINAL APPROVAL ☐ FINAL APPROVAL WITH FINANCIAL GUARANTEE ☐ WITH VARIANCE

NUMBER OF LOTS: **58** ☒ *SINGLE FAMILY ___ ☐ *MULTI-FAMILY ___ ☐ COMMERCIAL ___ ☐ INSTITUTIONAL

LOCATION DESCRIPTION: **Northeast corner of Sharp Road and Curve Road.**

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 **9-16-2015** PROPERTY LIES WITHIN FLOOD ZONE: **" X "** AS PER FEMA.

DRAINAGE DESIGN: **Storm drainage system and by widening the existing drain ditch.**

ROAD R.O.W. DEDICATION: **10 feet on to Sharp Road.**

H.C.R.O.W. PRELIMINARY APPROVAL DATE: **9-11-2015** By, **Joe Ochoa, Pct. 4** R.O.W. AGENT

H.C.H.D. PRELIMINARY APPROVAL DATE: **10-16-2015** By, **Elizardo "Chardo" Ramos** Environmental Health Division Manager

SEWER SYSTEM: ☒ OSSF & SOIL ANALYSIS WERE CONDUCTED BY: **Jose A. Gonzalez**

WATER SERVICE PROVIDER: **NAWSC** LINE SIZE: **8"** LOCATION: **West of Sharp Road.**

H.C.O.E.C. PRELIMINARY APPROVAL DATE: **10-16-2015** : 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: _____, __

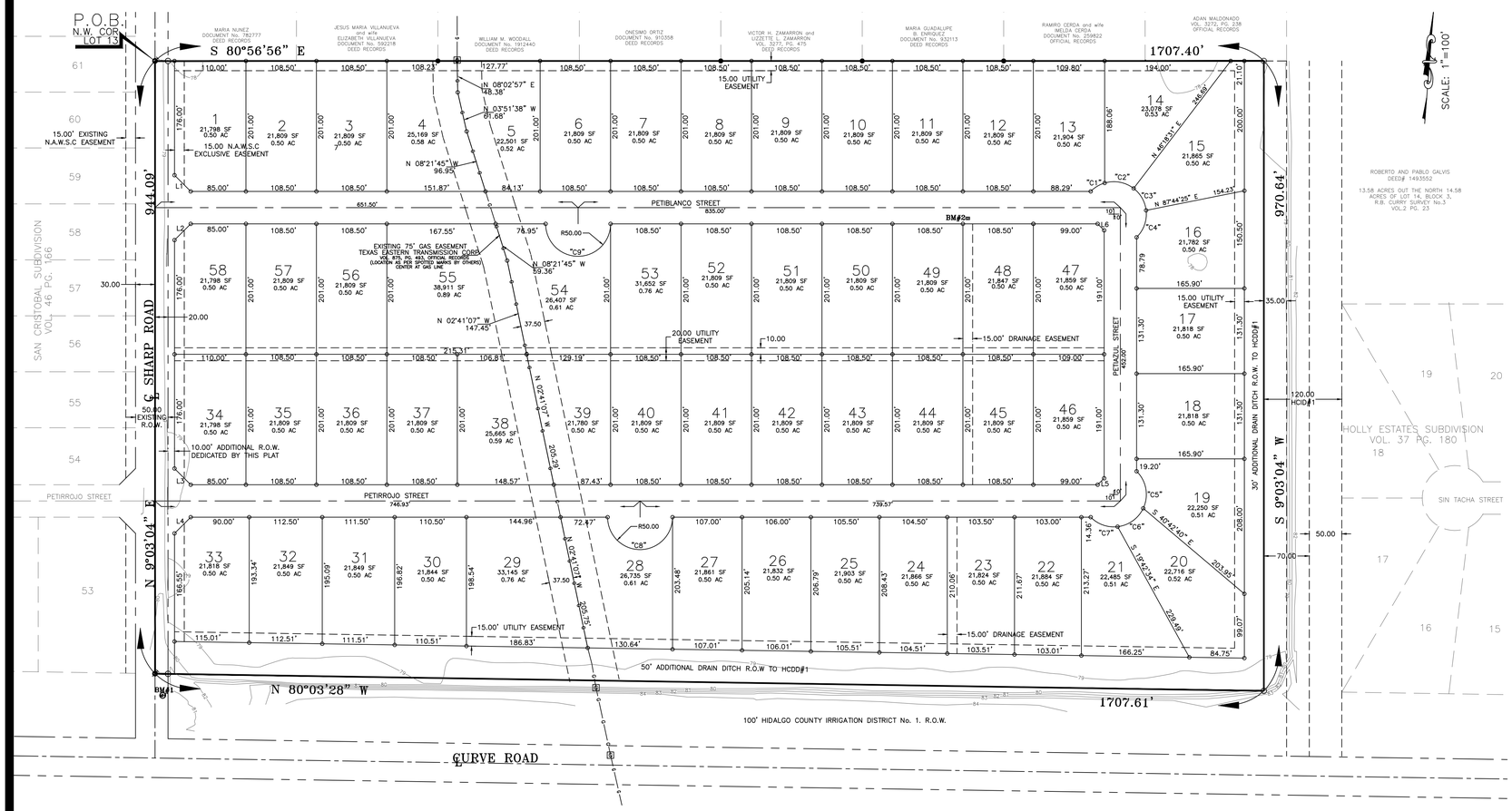
STAFF RECOMMENDS:

☒ **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.*



METES AND BOUNDS

A 37.53 ACRE TRACT OF LAND BEING OUT OF LOT 13, SECTION 3, R.B. CURRY SURVEY 1, 2, 3 & 4 AS RECORDED IN VOLUME 2, PAGE 30, MAP RECORDS, HIDALGO COUNTY, TEXAS SAID 37.53 ACRE TRACT IS BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF SAID LOT 13, SET NAIL IN THE RIGHT OF WAY OF SHARP ROAD FOR THE NORTHWEST CORNER OF THIS TRACT OF LAND AND THE POINT OF BEGINNING;

THENCE S 80°56'56" E, WITH THE NORTH LINE OF SAID LOT 13, AT A DISTANCE OF 20.00' PASS A 1/2" IRON ROD SET ON THE EAST RIGHT OF WAY LINE OF SAID SHARP ROD, CONTINUING A TOTAL DISTANCE OF 1707.40' TO A 1/2" IRON ROD SET ON THE WEST LINE OF HIDALGO COUNTY IRRIGATION DISTRICT No. 1 R.O.W., FOR THE NORTHEAST CORNER OF THIS TRACT OF LAND;

THENCE S 09°03'04" W, ALONG THE WEST LINE OF SAID HIDALGO COUNTY IRRIGATION DISTRICT No. 1, R.O.W., A DISTANCE OF 970.64' TO A 1/2" IRON ROD SET ON THE NORTH RIGHT OF WAY LINE OF SAID HIDALGO COUNTY IRRIGATION DISTRICT No., 1 R.O.W., FOR THE SOUTHEAST CORNER OF THIS TRACT OF LAND;

THENCE N 80°03'28" W, WITH THE NORTH LINE OF SAID HIDALGO COUNTY IRRIGATION DISTRICT No. 1 R.O.W., AT A DISTANCE OF 1687.60' PASS A ½" ROD SET ON THE EAST RIGHT OF WAY OF SAID SHARP ROAD, CONTINUING A TOTAL DISTANCE OF 1707.61' FEET TO THE WEST LINE OF SAID LOT 13, SET NAIL IN THE RIGHT OF WAY OF SAID SHARP ROAD, FOR THE SOUTHWEST CORNER OF THIS TRACT OF LAND;

THENCE N 09°03'04" E, WITH THE WEST LINE OF SAID LOT 13 AND THE RIGHT OF WAY OF SAID SHARP ROAD, A DISTANCE OF 944.09' TO THE POINT OF BEGINNING, CONTAINING 37.53 ACRES OF LAND MORE OR LESS.

RIGHT OF WAY EASEMENT

KNOW ALL MEN BY THESE PRESENTS, that the undersigned, owners of the property shown on this plat, their successors, assigns, and transferees (hereinafter called "Grantor"whether one or more persons are named), in consideration of one dollar ($1.00) and other good and valuable consideration paid by North Alamo Water Supply Corporation, (hereinafter called "Grantee"), the receipt and sufficiency of which is hereby acknowledged, does hereby grant, bargain, sell, transfer, and convey to said Grantee, its successors, and assigns, an exclusive perpetual easement with the right to erect, construct, install and lay 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 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___.

_____
KYNDEL W. BENNETT, PRESIDENT
P.O. BOX 365
LA BLANCA ROAD, TX 78558

HIDALGO COUNTY CERTIFICATE OF PLAT APPROVAL

I THE UNDERSIGNED CERTIFY THAT THIS PLAT OF DOS VIENTOS ESTATES SUBDIVISION WAS REVIEWED AND APROVED BY THE HIDALGO COUNTY HEALTH DEPARTMENT ON,_____, _____.

_____, _____.
HIDALGO COUNTY ENVIRONMENTAL HEALTH DIVISION MANAGER — DATE

THIS PLAT IS HEREBY APPROVED BY THE HIDALGO COUNTY IRRIGATION DISTRICT No. 1 ON THIS, THE_____DAY OF_____, 20___.

HIDALGO COUNTY IRRIGATION DISTRICT No.1 WILL NOT BE RESPONSIBLE FOR DRAINAGE OR DELIVERY OF WATER TO ANY LOT IN THIS SUBDIVISION. ALSO THERE WILL NOT BE ANY PERMANENT STRUCTURES ON THE DISTRICT RIGHT-OF-WAY AND/OR EASEMENTS.

_____ ATTEST_____
PRESIDENT — SECRETARY

STATE OF TEXAS
COUNTY OF HIDALGO

UNDER LOCAL GOVERNMENT CODE § 232.028(a)

WE THE UNDERSIGNED CERTIFY THAT THIS PLAT OF THE DOS VIENTOS ESTATES SUBDIVISION WAS REVIEWED AND APPROVED BY THE HIDALGO COUNTY COMMISSIONERS COURT ON _____, _____

_____ _____
HIDALGO COUNTY JUDGE — DATE

ATTEST: _____ _____
HIDALGO COUNTY CLERK — 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

PLAT OF DOS VIENTOS ESTATES SUBDIVISION

A 37.53 ACRE TRACT OF LAND BEING OUT OF LOT 13, SECTION 3, R.B. CURRY SURVEY 1, 2, 3 & 4 AS RECORDED IN VOLUME 2, PAGE 30, MAP RECORDS, HIDALGO COUNTY, TEXAS.

PREPARED BY: K K ENGINEERING CONSULTANT
DATE: SEPTEMBER, 2015

STATE OF TEXAS COUNTY OF HIDALGO
OWNER'S DEDICATION, CERTIFICATION, AND ATTESTATION

DOS VIENTOS ESTATES L.P., ATX, L.P.,
AS OWNER OF THE 37.53 ACRES TRACT OF LAND ENCOMPASSED WITHIN THE PROPOSED DOS VIENTOS ESTATES 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.

_____ _____
OWNER: — DATE
DOS VIENTOS ESTAES, L.P., a
A TEXAS LIMITED PARTNERSHIP
BY: KRJ RGV, L.L.C., a
A TEXAS LIMITED LIABILITY COMPANY
ITS: GENERAL PARTNER
BY: KYNDEL W. BENNETT, PRESIDENT
P.O. BOX 365
LA BLANCA, TX 78558

STATE OF TEXAS COUNTY OF HIDALGO

BEFORE ME, THE UNDERSIGNED AUTHORITY ON THIS DAY PERSONALLY APPEARED KYNDEL W. BENNETT KNOWN TO ME TO BE THE PERSON (S) WHOSE NAME (S) IS (ARE) SUBSCRIBED TO THE FOREGOING INSTRUMENT, AND ACKNOWLEDGED TO ME THAT HE (THEY) EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATIONS THEREIN EXPRESSED AND IN THE CAPACITY THEREIN STATED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS THE_____DAY OF_____20____.

_____
NOTARY PUBLIC IN AND FOR THE
STATE OF TEXAS
MY COMMISSION EXPIRES_____

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 THE CITY HEREIN MY APPROVAL IS REQUIRED.

ATTEST: _____ _____
MAYOR'S SIGNATURE — DATE — CITY SECRETARY — DATE

PLANNING & ZONING COMMISSION CERTIFICATION

I, THE UNDERSIGNED, CHAIRPERSON OF THE PLANNING AND ZONING COMMISSION OF THE CITY OF EDINBURG, HEREBY CERTIFY THAT THIS SUBDIVISION PLAT KNOWN AS DOS VIENTOS 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

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

_____ _____
RAUL SESIN, P.E., C.F.M. — DATE
GENERAL MANAGER

STATE OF TEXAS
COUNTY OF HIDALGO

I, THE UNDERSIGNED, A REGISTERED PROFESSIONAL ENGINEER IN THE STATE OF TEXAS, HEREBY CERTIFY THAT PROPER ENGINEERING CONSIDERATION HAS 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 COST TO INSTALL UNCONSTRUCTED WATER AND SEWAGE FACILITIES DESCRIBED ABOVE ARE AS FOLLOWS: WATER FACILITIES: THESE FACILITIES WILL BE CONSTRUCTED.

SEWAGE FACILITIES: (SEWER SERVICE CONNECTION/INSTALLATION OF SEPTIC SYSTEMS) ARE ESTIMATED TO COST $_____ PER LOT (ALL INCLUSIVE), FOR A LOT $_____ FOR THE SUBDIVISION. THE SUBDIVIDER HAS PAID A TOTAL OF $_____ TO CONTRACTOR / ALREADY INSTALLED TO COVER THE COST OF (SEWER SERVICE CONNECTIONS/INSTALLATION OF SEPTIC SYSTEMS).

DATED THIS THE ___ DAY OF _____ 201__.

_____
REGISTERED PROFESSIONAL ENGINEER
No.57767 STATE OF TEXAS

STATE OF TEXAS
KAMBIZ S. KHADEMI
57767
PROFESSIONAL ENGINEER

STATE OF TEXAS
COUNTY OF HIDALGO

I, JOSE MARIO GONZALEZ, 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 AR NO APPARENT DISCREPANCIES, CONFLICTS, OVERLAPPING OF IMPROVEMENTS, VISIBLE UTILITY LINES OR READS IN PLACE, EXCEPT AS SHOWN ON THE ACCOMPANYING PLAT, AND THAT THE CORNER MONUMENTS SHOWN THEREON WHERE PROPERLY PACED UNDER MY SUPERVISION IN ACCORDANCE WITH THE SUBDIVISION REGULATIONS OF THE CITY OF EDINBURG, TEXAS.

DATED THIS THE _____ DAY OF _____ 201__.

_____
REGISTERED PROFESSIONAL SURVEYOR
NO.5571 STATE OF TEXAS

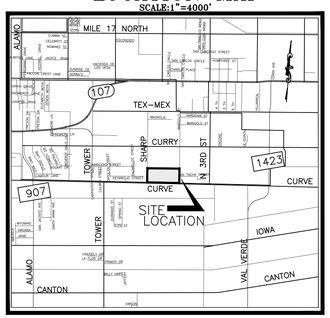
STATE OF TEXAS
REGISTERED
JOSE MARIO GONZALEZ
5571
PROFESSIONAL LAND SURVEYOR

LEGEND

- ⊘ NAIL SET
- ● 1/2" I.R. FOUND
- ○ 1/2" IRON ROD SET

LOCATION MAP

SCALE:1"=4000'



LOCATION OF SUBDIVISION WITH RESPECT TO THE EXTRATERRITORIAL

JURISDICTION OF A MUNICIPALITY:
DOS VIENTOS ESTATESIS LOCATED NORTH EAST CORNER OF SHARP ROAD AND CURVE ROAD. THE ONLY NEARBY MUNICIPALITY IS THE CITY OF EDINBURG, ACCORDING TO THE OFFICIAL MAP IN THE OFFICES OF THE SECRETARY OF THE CITY OF EDINBURG (POPULATION 77,100 – 2010 CENCUS) AND HIDALGO COUNTY PLANNING DEPARTMENT. THIS SUBDIVISION LIES IN A 3 MILE EXTRATERRITORIAL JURISDICTION (ETJ) OF THE CITY OF EDINBURG. LOCAL GOVERNMENT CODE 212.001 PRECINCT. No. 4.

K K Engineering Consultant
GENERAL PROFESSIONAL CIVIL ENGINEERING SERVICES (FIRM REGISTRATION #F-1334)
410 E. DOVE
P.O. BOX 3422
(956) 630-2125
McALLEN, TEXAS 78502
FAX (956) 630-2219

INDEX TO SHEETS OF DOS VIENTOS ESTATES SUBDIVISION

SHEET 1	HEADING; INDEX; LOCATION MAP; AND ETJ; PRINCIPAL CONTACTS; PLAT WITH LOT, STREETS, AND EASEMENT DESIGNATIONS; LEGAL DESCRIPTION (METES AND BOUNDS); SURVEYOR' S AND ENGINEER'S CERTIFICATION; PLAT NOTES AND RESTRICTIONS; OWNER'S DEDICATION, CERTIFICATION, AND ATTESTATION; CITY APPROVAL CERTIFICATE; COUNTY CLERK'S RECORDING CERTIFICATE; HIDALGO COUNTY JUDGE CERTIFICATE OF PLAT APPROVAL; DESCRIPTION OF LOCATION OF SUBDIVISION WITH RESPECT TO THE ETJ OF A MUNICIPALITY AND DESIGNATE THE PRECINCT THE PROJECT IS SITUATED; H.C.D.D. NO. 1 CERTIFICATION; H.C.IRRIGATION DISTRICT#2, AND HCHD. REVISION NOTES.
SHEET 2	WATER DISTRIBUTION AND SANITARY SEWER MAP; TYPICAL WATER SERVICE CONNECTION; REVISION NOTES; ENGINEERING REPORT (ENGLISH AND SPANISH VERSION), INCLUDING DESCRIPTION OF WATER AND WASTE WATER AND ENGINEER'S CERTIFICATION (ENGLISH AND SPANISH VERSION); OWNER'S DEDICATION, CERTIFICATION, AND ATTESTATION. WATER DISTRIBUTION AND OSSF MAP; TYPICAL WATER SERVICE CONNECTION
SHEET 3	DRAINAGE REPORT INCLUDING DESCRIPTION OF DRAINAGE AND HOW IT WILL SERVE THIS DEVELOPMENT; MAP OF TOPOGRAPHY AND DRAINAGE, AND ENGINEER'S CERTIFICATION; REVISION NOTES; & CONSTRUCTION DETAILS.

GENERAL SUBDIVISION PLAT NOTES

1. MINIMUM FINISH FLOOR ELEVATION SHALL BE AT 24" ABOVE THE TOP OF THE STREET CURB WHEN MEASURED AT THE CENTER FRONT OF AN THE LOTS. 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 REQUIREDFOR ALL LOTS WITHIN A DESIGNATED FLOOD ZONE AT THE TIME FOR A DEVELOPMENT PERMIT APPLICATION.

2. THIS SUBDIVISION IS LOCATED IN:
ZONE "X" (SHADED) FEMA FIRM COMMUNITY PANEL No. 480334 0325 D REVISED JUNE 6, 2000 REVISED TO REFLECT LOMR DATE 05-31-2001

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-YEARS FLOODS.

ZONE "B" (MEDIUM SHADED) FEMA FIRM COMMUNITY PANEL No. 480334 0425 C REVISED NOVEMBER 16, 1982.

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.

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).

3. SETBACKS:

FRONT:	25.00 FEET
REAR:	15.00 FEET OR EASEMENT WHICHEVER IS GREATER
CORNER SIDE:	15.00 FEET
GARAGE FRONT:	18.00 FEE
SIDE:	6.00 FEET OR EASEMENT WHICHEVER IS GREATER

4. 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 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.

ONLY LOTS 1, 33, 34, AND 58 ARE ALLOWED FOR POSSIBLE COMMERCIAL USE.
NO COMMERCIAL USE SHALL BE ALLOWED ON ALL INTERNAL LOTS 2 THROUGH 32 AND LOTS 35 THROUGH 57

5. CORNER MARKERS, CONSISTING OF A ONE-HALF (1/2) INCH STEEL ROD 18 INCHES IN LENGTH, WITH PLASTIC CAP STAMPED "RIO DELTA SURVEYING", HAVE BEEN DRIVEN FLUSH WITH THE GROUND SURFACE TO MARK THE CORNERS OF ALL LOTS.

6. THE FOLLOWING BENCHMARKS ARE IDENTIFIED ON THE FACE OF THE PLAT AND ON THE ATTACHED ENGINEERING PLANS.
-->BM. NO. 1-ELEV. 80.20 ON TOP OF A STORM DRAIANGE MANHOLE ON THE SOUTH WEST CORNER OF SUBDIVISION (NAVD 1988)
-->BM. NO. 2-ELEV. 77.65 ON TOP OF A STORM DRAINAGE TYPE A INLET BETWEEN LOTS 48&49 (NAVD 1988)

7. IN ACCORDANCE WITH THE HIDALGO COUNTY DRAINAGE DISTRICT NO. 1 AND HIDALGO COUNTY REQUIREMENTS, THIS DEVELOPMENT WILL BE REQUIRED TO DETAIN A TOTAL OF 55.619 CUBIC-FEET (1.27 ACRE-FEET) OF STORM WATER RUNOFF. DRAINAGE RETENTION IN ACCORDANCE WITH THE LOCAL REQUIREMENTS WILL BE ACCOMPLISHED AS FOLLOWS: (SEE SHEET No.3 FOR STORM SEWER IMPROVEMENTS.)

8. NO STRUCTURE SHALL BE PERMITTED OVER ANY EASEMENT. EASEMENTS SHALL BE KEPT CLEAR OF BUILDINGS, SHEDS, SHRUBS TREES, AND OTHER PLANTINGS (EXCEPT LOW, LESS THAN 18 INCHES MATURE HEIGHT, GROUND COVER, GRASS, OR FLOWERS) AND OTHER OBSTRUCTIONS THAT WOULD INTERFERE WITH THE OPERATIONS AND MAINTENANCE OF THE EASEMENT.

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. 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 LIGHT CLEARANCES SHALL BE ISSUED UNTIL THE SITE PLAN, DRAINAGE PLAN AND OSSF PLAN ARE APPROVED AND PROPOSED IMPROVEMENTS ARE CONSTRUCTED IN ACCORDANCE WITH COUNTY AND STATE STANDARDS.

12 ON-SITE SEWAGE FACILITIES (OSSF) NOTE: THIS SUBDIVISION SHALL USE ON-SITE SEWAGE FACILITIES IN ACCORDANCE WITH TCEQ AND HIDALGO COUNTY REGULATIONS FOR SEWAGE DISPOSAL. THE SUBDIVIDER IS RESPONSIBLE FOR PROVIDING AN OSSF ON ALL LOTS.

A. OSSF SYSTEM IS BEING DESIGNED FOR DISPOSAL OF DOMESTIC SEWERAGE ONLY.
A SEPARATE DESIGN SHALL BE SUBMITTED FOR COMMERCIAL USE.

B. EACH LOT ON THIS PLAT COMPLIES WITH THE MINIMUM 21,780 SQUARE FEET LOT AREA WITH POTABLE WATER SUPPLY.

C. OSSF SYSTEM SHALL REQUIRE INSPECTION AND APPROVAL BY HIDALGO COUNTY AUTHORIZED DEPARTMENT

D. SOIL ANALYSIS HAVE BEEN SUBMITTED TO THE AUTHORIZED HIDALGO COUNTY DEPARTMENT AND EXCERPTS MAY BE ALSO SEEN ON THE UTILITY LAYOUT FOR THIS SUBDIVISION AS SUBMITTED TO THE HIDALGO COUNTY PLANNING DEPARTMENT. THE ENGINEER HAS DETERMINED THAT THE SOIL IS SUITABLE FOR A STANDARD SEPTIC TANK AND ABSORPTIVE DRAINFIELD SYSTEM.

E. APPROVED "OSSF" PERMIT APPLICATION IS REQUIRED INCLUDING INDIVIDUAL LOT PLANNING MATERIALS PRIOR TO OCCUPYING A LOT.

13. THERE ARE NO WATER WELLS WITHIN 150 FEET FROM THE BOUNDARIES ON THIS SUBDIVISION

14. KYNDEL W. BENNETT, THE OWNER & SUBDIVIDER OF DOS VIENTOS ESTATES SUBDIVISION, 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. ALL CONSTRUCTION SHALL COMPLY WITH STORM WATER POLLUTION PREVENTION PLAN (SW3P) REQUIREMENTS.

16. NO ACCESS SHALL BE ALLOWED FROM SHARP ROAD ONTO LOTS 1, 33, 34 & 58. UNLESS THE AFOREMENTIONED LOTS ARE UTILIZED FOR COMMERCIAL USE SUBJECT TO THE HIDALGO COUNTY PLANNING DEPARTMENT SITE PLAN REVIEW AS PER PLAT NOTE No.11. THE LOT OWNER SHALL BE REQUIRED TO INSTALL A BUFFER FENCE ABUTTING ALL RESIDENTIAL LOTS.

17. STREET & STOP SIGNS WILL BE INSTALLED BY THE DEVELOPER.

18. A 4.0 FT SIDEWALK IS REQUIRED AT BUILDING PERMIT STAGE, AS PER CITY OF EDINBURG, ALONG ALL INTERNAL STREETS.

19. A 5.0 FT SIDEWALK IS REQUIRED AT BUILDING PERMIT STAGE, AS PER CITY OF EDINBURG, ALONG SHARP ROAD.

20. FIRE HYDRANTS WILL BE INSTALLED & PAINTED BLACK BY THE DEVELOPER.

21. STREET LIGHT WILL BE INSTALLED BY THE DEVELOPER.

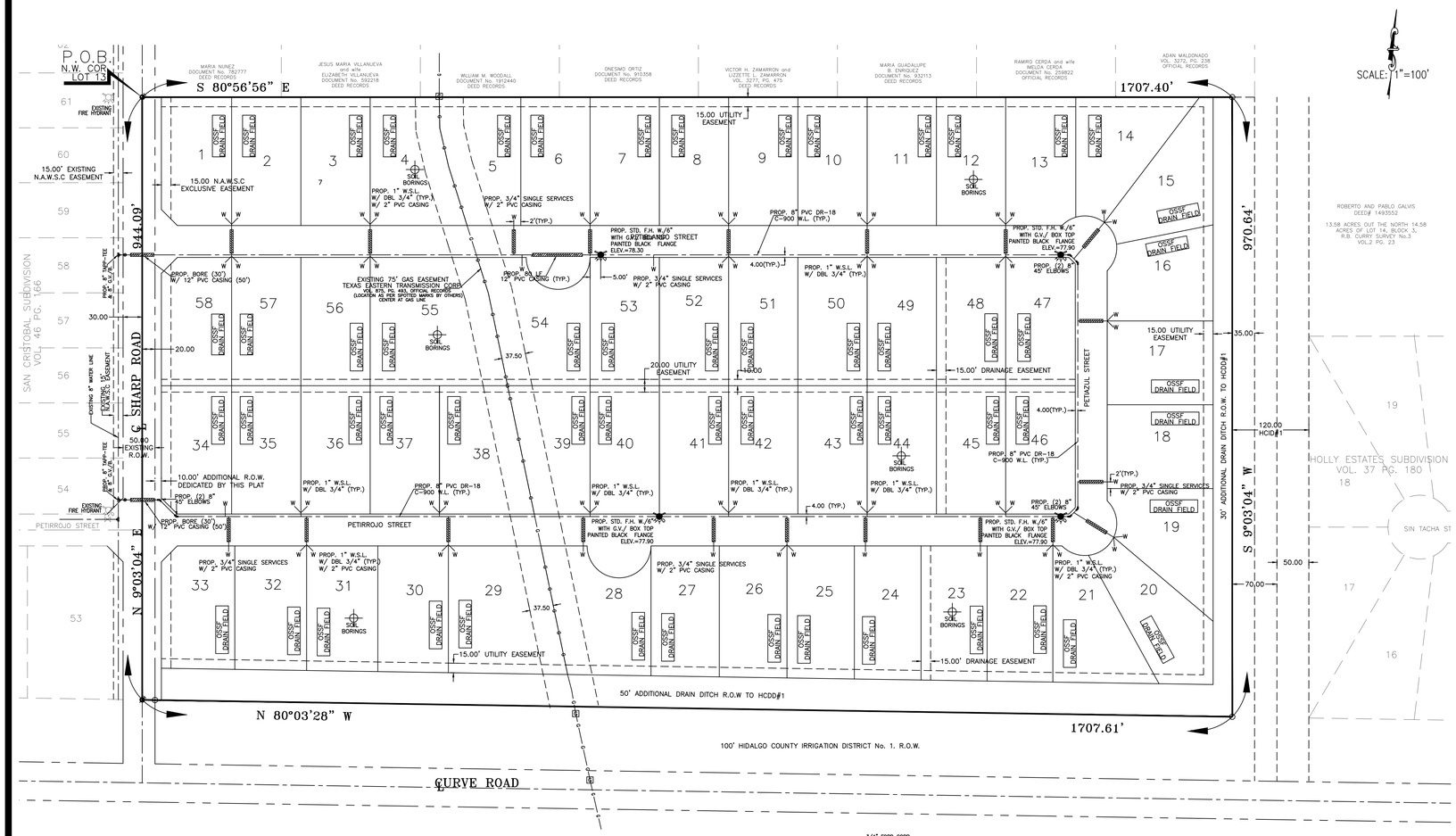
CURVE TABLE				
CURVE	LENGTH	RADIUS	DELTA	CHORD
C1	25.37'	50.00	29°09'26"	25.10'
C2	47.15'	50.00	54°01'34"	45.42'
C3	40.02'	50.00	45°51'46"	38.96'
C4	45.54'	50.00	52°11'00"	43.98'
C5	61.83'	50.00	70°51'25"	57.97'
C6	50.72'	50.00	58°07'14"	48.57'
C7	45.53'	50.00	52°10'07"	43.97'
C8	157.08'	50.00	180°00'00"	100.00'
C9	157.08'	50.00	180°00'00"	100.00'

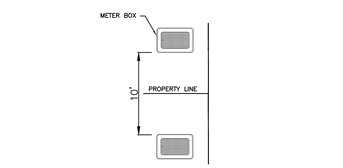
LINE DATA TABLE		
LINE	LENGTH	DELTA
L1	35.36'	N 35°56'56" W
L2	35.36'	N 54°03'04" E
L3	35.36'	N 35°56'56" W
L4	35.36'	N 54°03'04" E
L5	14.14'	N 54°03'04" E
L6	14.14'	N 35°56'56" W

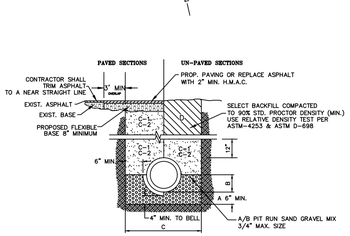
PRINCIPAL CONTACTS:

	Name	Address	City & Zip	Phone	Fax
OWNER:	KYNDEL W. BENNETT, BENNETT-FLORES INVESTMENTS, LLC.	P.O. BOX 365	LA BLANCA 78558	(956) 464-4431	(956) 464-2597
ENGINEER:	KAMBIZ S. KHADEMI P.E.	410 E. DOVE AVE.	McALLEN 78504	(956) 630-2125	(956) 630-2219
SURVEYOR:	JOSE MARIO GONZALEZ R.P.L.S.	24593 FM88	MONTE ALTO 78538	(956) 380-5154	(956) 380-5156

REVISION	DATE	BY







STORM TRENCH BEDDING AND BACKFILL DETAILS

N.T.S

A. SAND GRAVEL MIX BEDDING PLACED BEFORE PIPE IS LAID UP TO FLOW OF PIPE (MIN. THICKNESS = 6") – PIT RUN GRAVEL 3/4" MAX. SIZE.

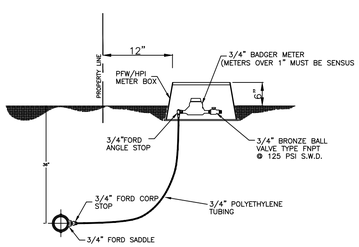
B. SAND GRAVEL MIX AFTER PIPE IS LAID, FROM BOTTOM OF PIPE TO SPRING LINE OF PIPE. PIT RUN GRAVEL 3/4" MAX. SIZE

C. TRENCH WIDTHS SHALL BE BELL O.D. x 1.25 + 12".

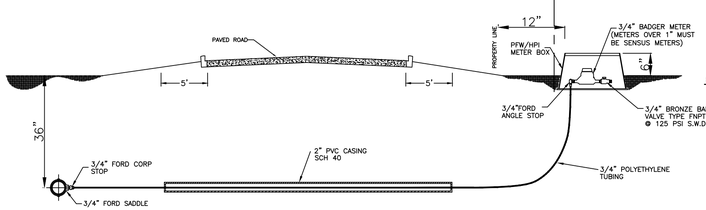
C-1 (CITY STREETS, PARKING AREA, DRIVEWAYS, COUNTY ROAD & UNPAVED AREAS) SELECT EXCAVATED BACK FILL SHALL BE SOIL TYPE A1, A2, A3, (AASHTO M145) COMPACTED TO 90% SPD, 8" LIFTS, MECHANICAL COMPACTION.

C-2 (STATE MAINTAINED ROADWAYS) COMPACTED SAND/CEMENT STABILIZED BACK FILL WITH 7% PORTLAND CEMENT COMPACTED AS PER ASTM D-4253 AND ASTM D-698.

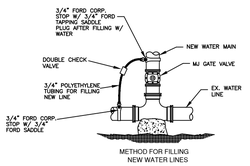
D. SELECTED EARTH BACKFILL COMPACTED TO 90% STANDARD PROCTOR DENSITY (12" LIFT, MECHANICAL COMPACTION). FOUNDATION PREPARATION (WELLPOINTS, GRAVEL OR CEMENT STABILIZATION, OR APPROVED SUBSTITUTE) SHALL BE REQUIRED WHEN TRENCH BOTTOM IS UNSTABLE. BACKFILLING AT STRUCTURES SHALL BE PLACED IN UNIFORM LAYERS, 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 8". STRUCTURE BACKFILL MATERIAL SHALL BE SAND, APPROVED SITE SOIL, OR OTHER APPROVED SUBSITUTE.



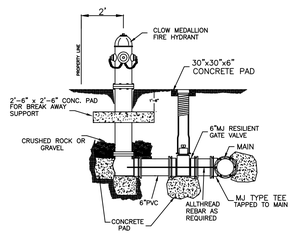
SHORT SERVICE CONNECTION



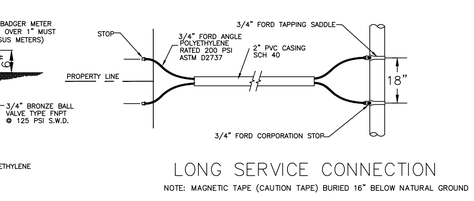
NOTE: PVC ENCASEMENT SHOULD EXTEND THE MINIMUM OF 5' OF EDGE OF PAVEMENT ON BOTH SIDES OF ROAD



METHOD FOR FILLING NEW WATER LINES

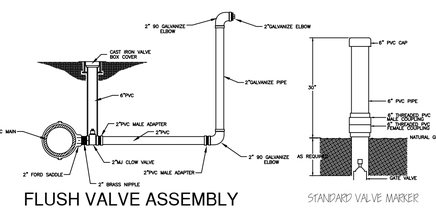


FIRE HYDRANT ASSEMBLY



LONG SERVICE CONNECTION

NOTE: MAGNETIC TAPE (CAUTION TAPE) BURIED 16" BELOW NATURAL GROUND



FLUSH VALVE ASSEMBLY

STANDARD VALVE MARKER

CONSTRUCTION COST ESTIMATE:	
1–WATER:	$
2–OSSF:	$69,600.00
3–PAVING:	$
4–DRAINAGES:	$
TOTAL:	$

FINAL WATER AND SEWER ENGINEERING REPORT

WATER SUPPLY: DESCRIPTION, COST, AND OPERABILITY DATE:

DOS VIENTOS ESTATES SUBDIVISION HAS BEEN 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 ONE EXISTING 8" WATER LINE ALONG THE WEST SIDE OF SHARP ROAD WITHIN AN EXISTING 15 FOOT N.A.W.S.C EASEMENT. FROM THIS PREVIOUS MENTIONED LINE, TWO PROPOSED 8" WATER LINE WILL INSTALL RUNNING EAST WITHIN THE PROPOSED ROAD ROWS OF (PETIRROJO ST., PETIAZUL ST. AND PETIBLANCO ST.)

WATER DISTRIBUTION FOR THE DOS VIENTOS ESTATES SUBDIVISION CONSISTS OF FORTY EIGHT (48)–1" DIAMETER DUAL SERVICE LINES AND TEN (10) ¾" SINGLE SERVICE LINES., THE 8" WATERLINES, THE DUAL SERVICE LINES, THE METER BOXES & LOCKS HAVE ALREADY BEEN INSTALLED, AT A TOTAL COST OF $_____ OR $_____ PER LOT. IN ADDITION, THE SUBDIVIDER HAS PAID N.A.W.S.C. THE SUM OF $_____, WHICH COVERS THE $_____ 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 4 FIRE HYDRANTS AT A UNIT COST OF $3,730.00 FOR A TOTAL COST OF $14,920.00. 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 DOS VIENTOS ESTATES SUBDIVISION WILL BE TREATED BY INDIVIDUAL ON–SITE SEWAGE FACILITIES ('OSSF') CONSISTING OF A STANDARD DESIGN DUAL COMPARTMENTS SEPTIC TANK AND A DRAIN FIELD ON EACH LOT. JOSE A. GONZALEZ SITE EVALUATOR REG.# 122758, 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 REPLACEMENTS DRAIN FIELD.

EACH LOT IN THE PROPOSED SUBDIVISION IS AT LEAST 1/2 ACRE IN SIZE. THE NATURAL RESOURCE CONSERVATION SERVICE SOUL SURVEY BOOK INDICATED A SANDY LOAM SOIL FOR THE AREA. TOTAL OF 6 BORES WERE DONE (ADDITIONAL BORINGS WERE UNNECESSARY BECAUSE THE SOILS ARE VERY UNIFORM WITHIN THIS LIMIT AREA). THE SOIL IS A UNIFORM SANDY LOAM CLASS III, EXTENDING UP TO 36" BELOW THE BOTTOM OF ANY PROPOSED EXCAVATIONS. THERE IS NO INDICATION OF GROUNDWATER OR A RESTRICTIVE LAYER WITHIN 24" OF BOTTOM OF THE PROPOSED EXCAVATIONS. THE SUBDIVISION DRAINS WELL.

THE COST OF THE INSTALLATION OF THE SEPTIC SYSTEM ON AN INDIVIDUAL LOT WAS $1,200.00, INCLUDING THE COST FOR THE REQUIRED PERMIT AND LICENSE. ALL OSSF'S HAVE BEEN INSTALLED AND FINALIZED AT THIS TIME AT A TOTAL COST OF $69,600.00. THE HIDALGO COUNTY HEALTH DEPARTMENT HAS INSPECTED AND APPROVED THE INSTALLATION OF ALL OSSF.

ENGINEER CERTIFICATION:

BY MY SIGNATURE BELOW, I CERTIFY THAT THE WATER AND SEWAGE SERVICE FACILITIES DESCRIBED ABOVE ARE IN COMPLIANCE WITH THE MODEL RULES ADOPTED UNDER SECTION 16.343, WATER CODE. I CERTIFY THAT THE COST TO INSTALL THE WATER DISTRIBUTION SYSTEM AND ONSITE SEWAGE FACILITIES, DISCUSSED ABOVE, ARE AS FOLLOWS:

WATER FACILITIES – THESE FACILITIES FULLY CONSTRUCTED, WITH THE INSTALLATION OF WATER METERS, WILL COST A GRAND TOTAL OF $_____, WHICH EQUALS TO $_____, PER LOT.

SEWAGE FACILITIES – SEPTIC SYSTEM HAS BEEN INSTALLED AT A TOTAL COST OF $1,200.00 PER LOT (ALL INCLUSIVE), FOR A TOTAL OF $69,600.00 FOR THE ENTIRE SUBDIVISION.

KAMBIZ S. KHADEMI, PE
P.E. # 57767

DATE

STATE OF TEXAS
KAMBIZ S. KHADEMI
57767
REGISTERED PROFESSIONAL ENGINEER

PROVISIÓN DE AGUA: DESCRIPCIÓN, GASTOS Y FECHAS DE INICIO

DOS VIENTOS ESTATES SUBDIVISION HA SIDO PROVEÍDA DE AGUA POTABLE POR NORTH ALAMO WATER SUPPLY CORP. (N.A.W.S.C). EI DUENO Y N.A.W.S.C. HAN HECHO UN CONTRATO EN CUAL N.A.W.S.C. HA PROMETIDO PROPORCIONAR SUFICIENTE AGUA A LA SUBDIVISIÓN DURANTE AL MENOS 30 AÑOS Y N.A.W.S.C. HA PROPORCIONADO LA DOCUMENTACIÓN PARA ESTABLECER SUFICIENTEMENTE LA CANTIDAD Y LA CALIDAD DE LOS ABASTECIMIENTOS DE AGUA DISPONIBLES PARA SERVIR EL DESARROLLO LLENO DE ESTA SUBDIVISIÓN. N.A.W.S.C. TIENE DOS LINEAS DE 8" A LADO OESTE DE LA CALLE SHARP RD DENTRO DE UN DERECHO DE PASO DE 15 PIES ASIGNADO A N.A.W.S.C. DE ESTA MISMA LINEA, SE INSTALARAN DOS LINEAS DE 8 PULGADAS AL ESTE DE LA CALLE SHARP DENTRO DEL DERECHO DE VILA DE LA CALLES (PETIRROJO, PETIAZUL, Y PETIBLANCO)

DISTRIBUCIÓN DE AGUA PARA DOS VIENTOS ESTATES SUBDIVISIÓN CONSISTE EN DIEZ (10) LINEAS DE ¾" SERVICIO SENCILLO Y CUARETA Y OCHO (48) LINEAS DE 1" DIÁMETRO DE SERVICIO DUALES CUALES TERMINAN EN LAS CAJA DEL MEDIDOR CON CANDADOS DE CADA SOLAR. LAS LÍNEAS DE SERVICIO DUALES Y SENCILLAS DE ¾" Y LAS CAJAS DEL MEDIDOR HAN SIDO INSTALADAS A UN COSTO TOTAL DE $_____, O $_____ POR LOTE. EL DUEÑO DE LA SUBDIVISIÓN TAMBIÉN LE HA PAGADO A LA COMPAÑÍA N.E.W.S.C. $_____, DE ACUERDO AL CONTRATO DE LA CARTA DE 30 AÑOS LA CUAL CUBRE EL COSTO DEL MEDIDOR MECANICO DE AGUA PARA CADA LOTE, $_____. ESTE PRECIO INCLUYE EL COSTO DE LA INSTALACIÓN DE CADA MEDIDOR Y LOS GASTOS DE CONEXIÓN. CUANDO EL DUEÑO DE CADA LOTE SOLICITE UN MEDIDOR DE AGUA, LA COMPAÑÍA N.E.W.S.C. LO INSTALARA SIN ALGÚN GASTO AL DUEÑO. EL DUEÑO DE LA SUBDIVISIÓN TAMBIÉN HA INSTALADO 4 BOCAS DE RIEGO (FIRE HYDRANT) A UN COSTO INDIVIDUAL DE $3,730.00 A UN COSTO TOTAL DE $14,920.00, EL SISTEMA DE AGUA ESTARÁ EN FUNCIONAMIENTO COMPLETO ANTES O EN LA FECHA, EN LA CUAL LA SUBDIVISIÓN SEA REGISTRADA EN EL CONDADO DE HIDALGO.

DRENAJE: DESCRIPCIÓN, GASTOS Y FECHA DE INICIO PARA FACILITAR EL DRENAJE PARA LA SUBDIVISIÓN

SE INSTALARA UNA FOSA SÉPTICA EN CADA SOLAR. ESTA FOSA SETICA CONSISTE DE UN TANQUE SÉPTICO DE MODELO DUAL Y DE UN CAMPO DE DRENAJE PARA EL SOLAR. JOSE A. GONZALEZ EVALUADOR DE SUELOS REG.# 12258 EH 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 6 EXCAVACIONES DE EVALUACIÓN DE SUELO EN LUGARES OPUESTOS EN LA SUBDIVISIÓN (EXCAVACIONES ADICIONALES NO FUERON NECESARIAS PORQUE EL TERRENO EN ESTA ÁREA ES SIGNIFICANTEMENTE UNIFORME), EL TERRENO ES UNIFORME (TERRENO ARCILLOSO Y SUELO FRANCO) Y SE EXTIENDE A 36 PULGADAS BAJO TODAS LAS EXCAVACIONES PROPUESTAS. NO EXISTE EVIDENCIA DE AGUA 24 PULGADAS MAS ARRIBA DE LO MAS BAJO DE LAS EXCAVACIONES PROPUESTAS. EL AGUA EN ESTA ÁREA FLUYE BIEN.

EL COSTO TOTAL PARA LA INSTALACIÓN DE UN SISTEMA INDIVIDUAL DE FOSAS SÉPTICAS POR SOLAR SON $1,200.00 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 $69,600.00. EL DEPARTAMENTO DE SALUBRIDAD DEL CONDADO DE HIDALGO HA INSPECCIONADO TODOS LAS FOSAS SÉPTICAS Y AH APROBADO LA INSTALACIÓN DEL SISTEMA DE FOSAS SEPTICAS.

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 $_____, O $_____, POR LOTE

DRENAJE: SE ESTIMA QUE LA FOSA SÉPTICA COSTARA $1,200.00 POR SISTEMA
A UN COSTO TOTAL DE $69,600.00 TODA LA SUBDIVISIÓN.

KAMBIZ S. KHADEMI, PE
P.E. # 57767

DATE

STATE OF TEXAS
KAMBIZ S. KHADEMI
57767
REGISTERED PROFESSIONAL ENGINEER

SUBDIVIDER CERTIFICATION:

1.–BY COMPLETING THE IMPROVEMENTS DESCRIBED ON THE PLAT, SUBDIVIDER WILL COMPLY WITH MINIMUM STATE STANDARDS AND THAT (a)WATER QUALITY AND CONNECTIONS INCLUDING WATER METERS TO THE LOTS MEET SUCH STANDARDS AND (b)SEWER CONNECTIONS TO THE LOTS OR SEPTIC TANKS MEET OR WILL MEET SUCH STANDARDS AND WILL BE CONSTRUCTED IN ACCORDANCE WITH STATE AND COUNTY REGULATIONS.

SUBDIVIDER STATEMENT:

1.–I KYNDEL W. BENNETT SUBDIVIDER OF DOS VIENTOS ESTATES SUBDIVISION HEREBY CERTIFY SEWER PERMITS HAVE BEEN PAID AND ARE ON FILE WITH HIDALGO COUNTY HEALTH DEPARTMENT AND THAT AN ADEQUATE DRINKING WATER SOURCE IS IMMEDIATELY AVAILABLE TO EACH LOT OF THE TYPE, QUALITY AND QUANTITY TO ENABLE EACH PERSON PURCHASING A LOT TO HAVE ADEQUATE WATER TO COMPLY WITH THE REGULATIONS AND THE LAWS OF THE STATE REQUIRED BY STATE AND COUNTY REGULATIONS.

OWNER: _____ DATE _____
DOS VIENTOS ESTAES, L.P., a
A TEXAS LIMITED PARTNERSHIP
KRJ RGV, L.L.C., a
A TEXAS LIMITED LIABILITY COMPANY
GENERAL PARTNER
KYNDEL W. BENNETT, PRESIDENT
BOX 365
LA BLANCA, TX 78558

STATE OF TEXAS
COUNTY OF HIDALGO

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED KYNDEL W. BENNETT KNOWN TO MY BY THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME FOR PURPOSED AND CONSIDERATION THEREIN STATED, GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS TIME _____ DAY OF _____ 20_____.

NOTARY PUBLIC _____
MY COMSTUART EXPIRES _____

K K Engineering Consultant
GENERAL PROFESSIONAL CIVIL ENGINEERING SERVICES
(FIRM REGISTRATION #F-1334)
(956) 630-2125
FAX (956) 630-2219
McALLEN, TEXAS 78502
410 E. DOVE
P.O. BOX 3422

REVISION	DATE	BY

DRAWING DATE: SEPTEMBER, 2015
RELEASE DATE:
DESIGNED BY: K.K.
DRAWN BY: F.D.
CHECKED BY: K.K.
UPDATED DWG. BY:
SCALE: 1"= 100'

THE SEAL APPEARING ON THIS DOCUMENT WAS AUTHORIZED BY KHAMBIZ S. KHADEMI, P.E. 57767 SEPTEMBER/2015
ALTERATION OF A SEALED DOCUMENT WITHOUT PROPER NOTIFICATION TO THE RESPONSIBLE ENGINEER IS AN OFFENSE UNDER THE TEXAS ENGINEERING PRACTICE LAW.

DOS VIENTOS ESTATES SUBDIVISION

HIDALGO COUNTY ETJ EDINBURG

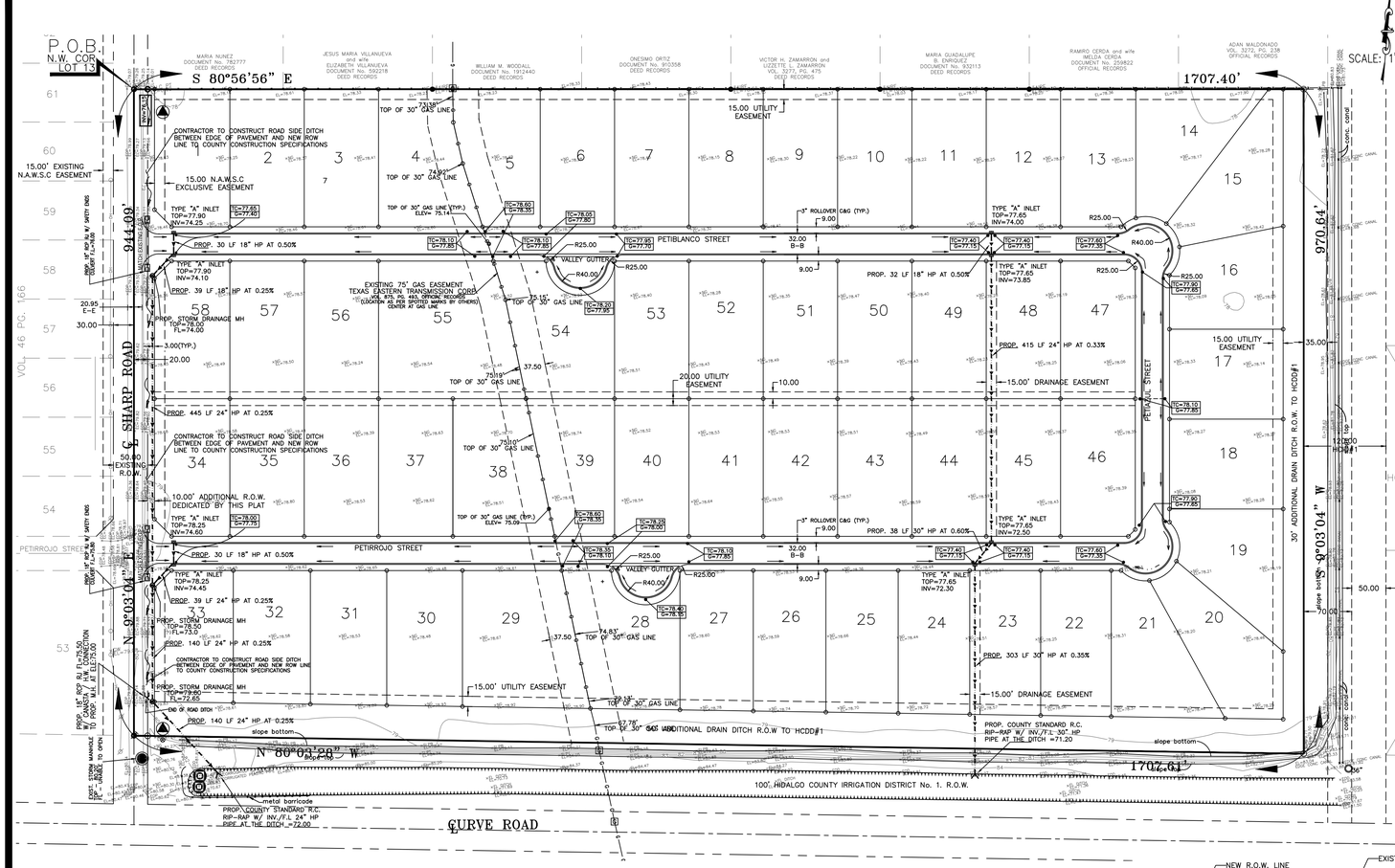
EXISTING TOPO AND PROPOSED WATER IMPROVEMENTS (NAWSC) AND SEPTIC TANKS

DOS VIENTOS ESTATES, LLC

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File Name: SEPTIC & WATER

SHEET 2 OF 3



SCALE: 1"=100'

DOS VIENTOS ESTATES SUBD.–DRAINAGE REPORT (37.53 –AC. /GROSS) (34.97–AC.NET)

THE REFERENCED SUBDIVISION IS A 34.97–AC. NET TRACT OF LAND LOCATED ON THE NORTH EAST CORNER OF CURVE AND SHARP ROADS. THIS AREA IS IN 2 ½ MILE ETJ OF CITY OF EDINBURG.

THE PROPOSED USE IS MOSTLY FOR SINGLE–FAMILY RESIDENTIAL LOTS (58). THE NATURAL DRAINAGE IN THE GENERAL AREA IS TO THE EAST OUT–FALLING INTO THE EXISTING HCDD#1 DRAINAGE DITCH. THE EXISTING RUNOFF FROM THE SITE FOR A 10–YEAR STORM IS 13.67 CUBIC FEET PER SECOND (SEE TABLES I, IA, AND II).

THE PROPOSED DEVELOPMENT (DUE TO LARGE LOTS & SMALL HOMES) WILL VERY SLIGHTLY INCREASE RUNOFF WITHOUT DETENTION TO 23.71 CUBIC FEET PER SECOND BASED ON A 10–YEAR STORM. BASED ON THE COUNTY'S POLICY THAT THERE BE NO ADDITIONAL RUNOFF FROM A 10–YEAR STORM, A 55,169 CUBIC FEET (1.27 ACRE–FEET) OF DETENTION IS REQUIRED, AND THIS WILL BE ACCOMPLISHED BY HCDD#1'S EXISTING DRAINAGE DITCH WIDENING.

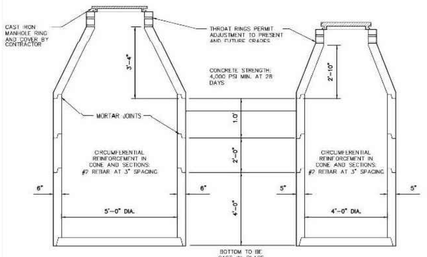
ADDITIONAL DRAINAGE IMPROVEMENTS ARE PROVIDED VIA STREET/GUTTER POSITIVE FLOW WITH CURB INLETS AND 18"/24"/30" DRAINAGE PIPES OUT–FALLING IN TO THE EXISTING HCDD#1 DRAINAGE DITCH.

FLOOR ELEV. (SEE PLAT NOTE) WILL BE SET ABOVE THE 100 YR. FLOOD. THIS SUBD. IS IN ZONE "X"(SHADED) FEMA FLOOD INSURANCE RATE MAP COMMUNITY PANEL NO.480334 0325 D REVISED JUNE 6, 2000 (LOMR 5/17/01), AS WELL AS ZONE "B" C.P.N. 480334 0425 C REVISED NOV. 16, 1982 .

IF YOU HAVE ANY QUESTIONS OR NEED ADDITIONAL INFORMATION PLEASE ADVISE.

KAMBIZ S. KHADEMI, P.E. DATE

STATE OF TEXAS
KAMBIZ S. KHADEMI
57767
REGISTERED PROFESSIONAL ENGINEER



WEIGHTS OF 5'–0" DIA. MANHOLE	
THROAT RING	90 LBS.
CONE SECTION	2800 LBS.
1'–0" SECTION	1329 LBS.
2'–0" SECTION	2656 LBS.
3'–0" SECTION	3987 LBS.
4'–0" SECTION	5316 LBS.

MANHOLES SECTIONS ARE CAST IN

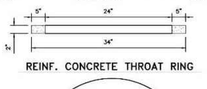
WEIGHTS OF 4'–0" DIA. MANHOLE	
THROAT RING	80 LBS.
CONE SECTION	1750 LBS.
1'–0" SECTION	875 LBS.
2'–0" SECTION	1750 LBS.
3'–0" SECTION	2625 LBS.
4'–0" SECTION	3500 LBS.

PRECAST CONCRETE RISER MAY BE USED ON LARGER DIAMETER PIPE(S) IN LIEU OF BRICKING OUT LARGE HOLES IN PRECAST SECTIONS.

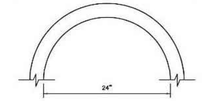


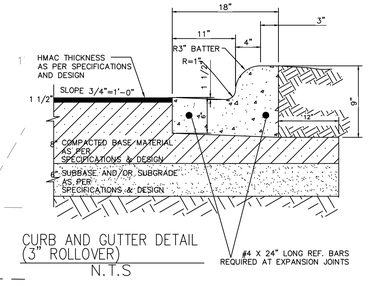
SEGMENTAL BLOCK

5'–0" DIA. – 15 BLOCKS FULL CIRCLE 4'–0" DIA. – 12 BLOCKS FULL CIRCLE

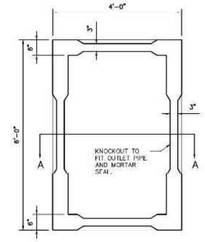


REINF. CONCRETE THROAT RING

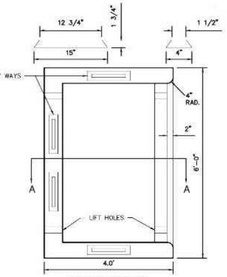




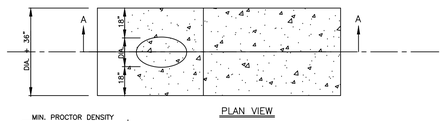
CURB AND GUTTER DETAIL (3" ROLLOVER)
N.T.S



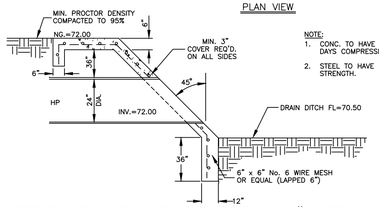
BOTTOM END SECTION



TOP VIEW PLAN

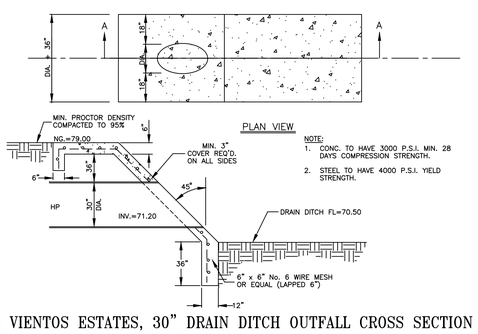


PLAN VIEW



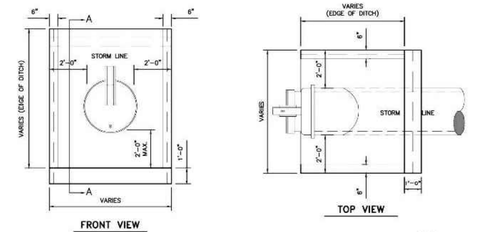
NOTE:
1. CONC. TO HAVE 3000 P.S.I. MIN. 28 DAYS COMPRESSION STRENGTH.
2. STEEL TO HAVE 4000 P.S.I. YIELD STRENGTH.

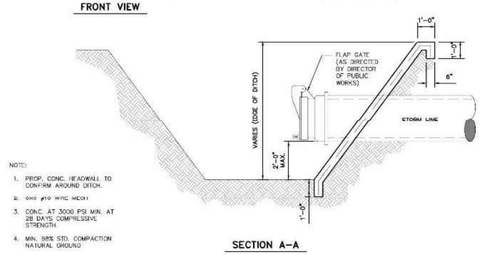
DOS VIENTOS ESTATES, CROSS SECTION 24" OUTFALL AT DRAIN DITCH



NOTE:
1. CONC. TO HAVE 3000 P.S.I. MIN. 28 DAYS COMPRESSION STRENGTH.
2. STEEL TO HAVE 4000 P.S.I. YIELD STRENGTH.

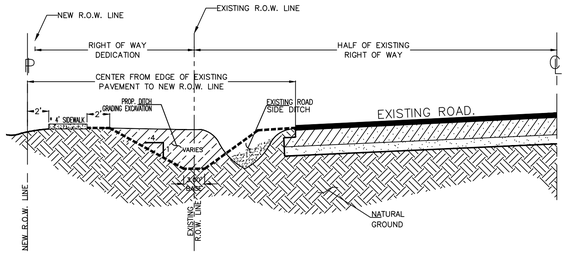
DOS VIENTOS ESTATES, 30" DRAIN DITCH OUTFALL CROSS SECTION DETAIL



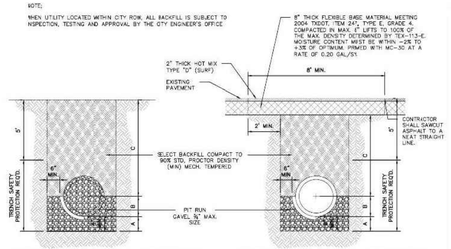


NOTE:
1. PROP. CONC. HEADWALL TO CONFIRM AROUND DITCH.
2. ANG. and WING WIDTH
3. CONC. AT 3000 PSI MIN. AT 28 DAYS COMPRESSIVE STRENGTH.
4. MIN. 90% STD. COMPACTION NATURAL GROUND

DOWN DRAIN STRUCTURE



RECONSTRUCTION OF ROAD SIDE DITCH
WITH SIDEWALK TO BE LOCATED WHEN REQUIRED.



STANDARD PIPE BEDDING

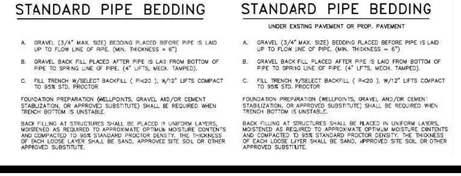
A. GRAVEL (3/4" MAX. SIZE) BEDDING PLACED BEFORE PIPE IS LAID UP TO FLOW LINE OF PIPE. (MIN. THICKNESS = 6")

B. GRAVEL BACK FILL PLACED AFTER PIPE IS LAID FROM BOTTOM OF PIPE TO SPRING LINE OF PIPE. (4" LIFTS, MECH. TAMPED).

C. FILL TRENCH W/SELECT BACKFILL (PI<20); W/12" LIFTS COMPACT TO 95% STD. PROCTOR

FOUNDATION PREPARATION (WELLPOINTS, GRAVEL AND/OR CEMENT STABILIZATION, OR APPROVED SUBSTITUTE) SHALL BE REQUIRED WHEN TRENCH BOTTOM IS UNSTABLE.

BACK FILLING AT STRUCTURES SHALL BE PLACED IN UNIFORM LAYERS, NOT EXCEEDING 6" IN THICKNESS, TO APPROXIMATE OPTIMUM MOISTURE CONTENTS AND COMPACTED TO 95% STANDARD PROCTOR DENSITY. THE THICKNESS OF EACH LOOSE LAYER SHALL BE SAND, APPROVED SITE SOIL OR OTHER APPROVED SUBSTITUTE.



STANDARD PIPE BEDDING

UNDER EXISTING PAVEMENT OR PROP. PAVEMENT

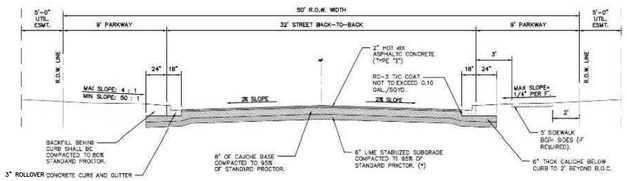
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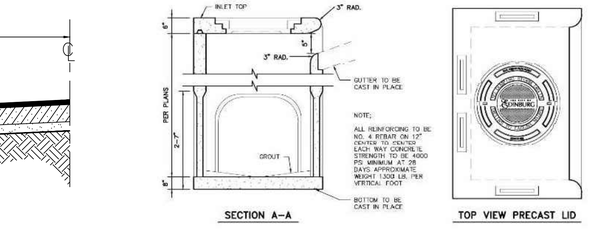
C. FILL TRENCH W/SELECT BACKFILL (PI<20); W/12" LIFTS COMPACT TO 95% STD. PROCTOR

FOUNDATION PREPARATION (WELLPOINTS, GRAVEL AND/OR CEMENT STABILIZATION, OR APPROVED SUBSTITUTE) SHALL BE REQUIRED WHEN TRENCH BOTTOM IS UNSTABLE.

BACK FILLING AT STRUCTURES SHALL BE PLACED IN UNIFORM LAYERS, NOT EXCEEDING 6" IN THICKNESS, TO APPROXIMATE OPTIMUM MOISTURE CONTENTS AND COMPACTED TO 95% STANDARD PROCTOR DENSITY. THE THICKNESS OF EACH LOOSE LAYER SHALL BE SAND, APPROVED SITE SOIL OR OTHER APPROVED SUBSTITUTE.



PRECAST TYPE "A" INLET



NOTE:
ALL REINFORCING TO BE NO. 4 REBAR ON 12" CENTER TO CENTER EACH WAY CONCRETE STRENGTH TO BE 4000 PSI MINIMUM AT 28 DAYS. APPROXIMATE WEIGHT 1,300 LB. PER VERTICAL FOOT

FLEXIBLE BASE (TYPE E GRADE 4) SHALL CONFORM TO THE FOLLOWING REQUIREMENTS , PRIOR TO THE ADDITION OF LIME.	
Retained on Sq. Sieve	Percent Required
2"	0
No. 4	20 – 50
No. 40	40 – 80
No. 200	10 – 30
Max. PI	15
Max. Wet Ball Pt.	15
Wet Ball Mill Max Amount	50

(*) TO BE DETERMINED BY GEO–TECHNICAL REPORT.

NOTES:
1. IF AN ALTERNATIVE PAVEMENT SECTION IS REQUESTED, A PAVEMENT DESIGN ANALYSIS WILL BE REQUIRED FOR APPROVAL BY THE DIRECTOR OF PUBLIC WORKS.
2. FOR STREETS SERVING A SUBDIVISION WITH NO STREET TREES (LESS THAN 16 LOTS).

K K Engineering Consultant
GENERAL PROFESSIONAL CIVIL ENGINEERING SERVICES
(FIRM REGISTRATION #F–1334)
(956) 630–2125
FAX (956) 630–2219
410 E. DOVE
P.O. BOX 3422
McALLEN, TEXAS 78502

BY	DATE	REVISION

DRAWING DATE: SEPTEMBER, 2015
RELEASE DATE:
DESIGNED BY: K.K.
DRAWN BY: F.D.
CHECKED BY: K.K.
UPDATED DWG. BY:
SCALE: 1"= 100'

STATE OF TEXAS
KAMBIZ S. KHADEMI
57767
REGISTERED PROFESSIONAL ENGINEER

THE SEAL APPEARING ON THIS DOCUMENT WAS AUTHORIZED BY KHAMBIZ S. KHADEMI, P.E. 57767 SEPTEMBER/2015
ALTERATION OF A SEALED DOCUMENT WITHOUT PROPER NOTIFICATION TO THE RESPONSIBLE ENGINEER IS AN OFFENSE UNDER THE TEXAS ENGINEERING PRACTICE LAW.

DOS VIENTOS ESTATES SUBDIVISION
HIDALGO COUNTY
ETJ EDINBURG

EXISTING TOPO AND PROPOSED PAVING, STORM DRAINAGE AND DETENTION POND

DOS VIENTOS ESTATES, L.P.

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File Name: PAVING & DRAINAGE

SHEET 3 OF 3

P.O.B.
N.W. COR.
LOT 13

S 80°56'56" E

1707.40'

944.09'

N 9°03'04" W

970.64'

N 80°03'28" W

1707.61'

MARIA NUNEZ
DOCUMENT No. 782777
DEED RECORDS

JESUS MARIA VILLANUEVA
and wife
ELIZABETH VILLANUEVA
DOCUMENT No. 592218
DEED RECORDS

WILLIAM M. WOODALL
DOCUMENT No. 1912440
DEED RECORDS

ONESIMO ORTIZ
DOCUMENT No. 910358
DEED RECORDS

VICTOR H. ZAMARRON and
LIZZETTE L. ZAMARRON
VOL. 3277, PG. 475
DEED RECORDS

MARIA GUADALUPE
B. ENRIQUEZ
DOCUMENT No. 932113
DEED RECORDS

RAMIRO CERDA and wife
IMELDA CERDA
DOCUMENT No. 259822
OFFICIAL RECORDS

ADAN MALDONADO
VOL. 3272, PG. 238
OFFICIAL RECORDS

SAN CRISTOBAL SUBDIVISION
VOL. 46 PG. 166

15.00' EXISTING
N.A.W.S.C EASEMENT

15.00 N.A.W.S.C
EXCLUSIVE EASEMENT

CONTRACTOR TO CONSTRUCT ROAD SIDE DITCH
BETWEEN EDGE OF PAVEMENT AND NEW ROW
LINE TO COUNTY CONSTRUCTION SPECIFICATIONS

B1
2.70 AC

B2
2.70 AC

B3
3.20 AC

B4
3.20 AC

A1
7.00 AC

A2
5.00 AC

A3
4.50 AC

A4
6.60 AC

15.00 UTILITY
EASEMENT

73.38'
TOP OF 30" GAS LINE

74.92'
TOP OF 30" GAS LINE

TOP OF 30" GAS LINE (TYP.)
ELEV= 75.14

TOP OF 30" GAS LINE (TYP.)
ELEV= 75.09

75.15'
TOP OF 30" GAS LINE

75.10'
TOP OF 30" GAS LINE

74.83'
TOP OF 30" GAS LINE

72.13'
TOP OF 30" GAS LINE

67.78'
TOP OF 30" GAS LINE

TYPE "A" INLET
TOP=77.90
INV=74.25
TC=77.65
G=77.40

TYPE "A" INLET
TOP=77.90
INV=74.10

PROP. 39 LF 18" HP AT 0.25%

PROP. STORM DRAINAGE MH
TOP=78.00
FL=74.00

EXISTING 50' GAS EASEMENT
TEXAS EASTERN TRANSMISSION CORP
VOL. 875, PG. 493, OFFICIAL RECORDS
(LOCATION AS PER SPOTTED MARKS BY OTHERS)
CENTER AT GAS LINE

PETIBLANCO STREET

3" ROLLOVER C&G (TYP.)
9.00
32.00
9.00
B-B

VALLEY GUTTER
R40.00
R25.00

PROP. 32 LF 18" HP AT 0.50%

TYPE "A" INLET
TOP=77.65
INV=73.85

TYPE "A" INLET
TOP=77.65
INV=74.00

R25.00
R40.00

15.00 UTILITY
EASEMENT

15.00' DRAINAGE EASEMENT

PROP. 415 LF 24" HP AT 0.33%

20.00 UTILITY
EASEMENT

10.00

PROP. 445 LF 24" HP AT 0.25%

CONTRACTOR TO CONSTRUCT ROAD SIDE DITCH
BETWEEN EDGE OF PAVEMENT AND NEW ROW
LINE TO COUNTY CONSTRUCTION SPECIFICATIONS

10.00' ADDITIONAL R.O.W.
DEDICATED BY THIS PLAT

TYPE "A" INLET
TOP=78.25
INV=74.60
TC=78.00
G=77.75

PETIRROJO STREET

TYPE "A" INLET
TOP=78.25
INV=74.45

PROP. 39 LF 24" HP AT 0.25%

PROP. STORM DRAINAGE MH
TOP=78.50
FL=73.0

PROP. 140 LF 24" HP AT 0.25%

CONTRACTOR TO CONSTRUCT ROAD SIDE DITCH
BETWEEN EDGE OF PAVEMENT AND NEW ROW LINE
TO COUNTY CONSTRUCTION SPECIFICATIONS

PROP. STORM DRAINAGE MH
TOP=79.60
FL=72.65

END OF ROAD DITCH

PROP. 140 LF 24" HP AT 0.25%

slope bottom

slope top

15.00' UTILITY EASEMENT

TYPE "A" INLET
TOP=77.65
INV=72.30

TYPE "A" INLET
TOP=77.65
INV=72.50

PROP. 38 LF 30" HP AT 0.60%

PROP. 303 LF 30" HP AT 0.35%

15.00' DRAINAGE EASEMENT

PROP. COUNTY STANDARD R.C.
RIP-RAP W/ INV./F.L 30" HP
PIPE AT THE DITCH =71.20

PROP. COUNTY STANDARD R.C.
RIP-RAP W/ INV./F.L 24" HP
PIPE AT THE DITCH =72.00

metal barricade

CURVE ROAD

100' HIDALGO COUNTY IRRIGATION DISTRICT No. 1. R.O.W.

30' ADDITIONAL DRAIN DITCH R.O.W. TO HCDD#1

PETIA STREET

HCDD#1

conc. canal

PROP. 18" RCP R/ W/ SAFETY ENDS
CULVERT F.L.=74.00

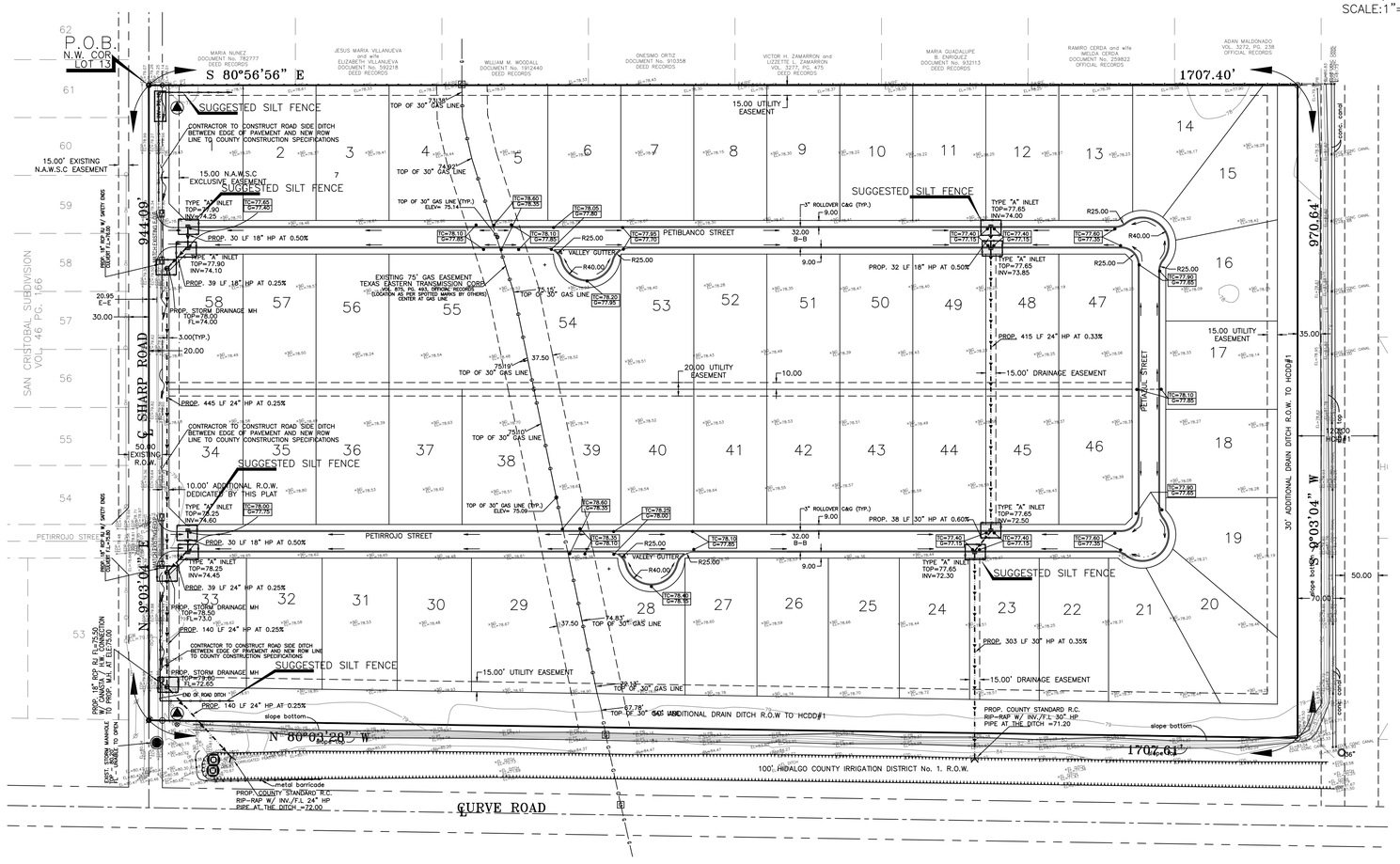
PROP. 18" RCP R/ FL=75.50
W/ CONNECTION
TO PROP. M.H. AT EL.75.00

EXIST. STORM MANHOLE
TOP = UNABLE TO OPEN

EXIST. 18" RCP
CULVERT F.L.=70.67

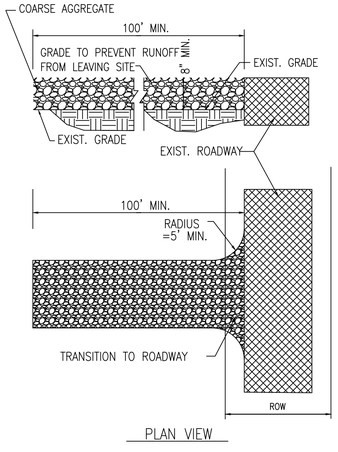
EXIST. 18" RCP
CULVERT F.L.=70.67

EXIST. 18" RCP
CULVERT F.L.=70.67



EROSION GENERAL NOTES:

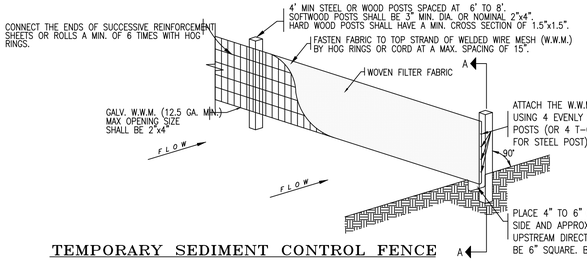
1. IT IS THE INTENT OF THE INFORMATION PROVIDED ON THIS SHEET TO BE USED AS THE GENERAL GUIDELINES OF THE STORM WATER OF COMPLIANCE WITH FEDERAL REGULATIONS. THE CONTRACTOR SHALL PREPARE THE STORM WATER POLLUTION PREVENTION PLAN AND BE SOLELY RESPONSIBLE FOR ITS IMPLENTATION. THE STORM WATER POLLUTION PREVENTION PLAN SHALL MEET THE REQUIREMENTS SET FORTH BY THE TEXAS COMMISSION ON ENVIRONMENTAL QUALITY (TPDES)GENERAL PERMIT NO. TXR15000 TO DISCHARGE WASTE FROM CONSTRUCTION SITES ISSUED AND EFFECTIVE MARCH 5, 2003.
2. THE STORM WATER POLLUTION PLAN SHOULD ADDRESS THREE GOALS: A) DIVERSION OF UPSLOPE WATER AROUND DISTURBED AREAS OF THE SITE; B) LIMITS THE EXPOSURE OF DISTURBED AREAS TO THE SHORTEST DURATION POSSIBLE; AND C) REMOVAL OF SEDIMENT FROM STORM WATER BEFORE IT LEAVES THE SITE.
3. THE CONTRACTOR SHALL MAKE THE STORM WATER POLLUTION PREVENTION PLAN AVAILABLE, UPON REQUEST, TO (EPA).
4. THE CONTRACTOR MUST AMEND PLANS WHENEVER THERE IS A CHANGE IN DESIGN, CONSTRUCTION, OPERATION, OR MAINTENANCE OF THE PLAN, OR WHEN THE EFFECTIVE PLAN PROVES INEFFECTIVE. MODIFICATIONS INCLUDING DESIGN AND ALL ADDITIONAL MATERIALS AND WORK SHALL BE ACCOMPLISHED BY THE CONTRACTOR AT NO ADDITIONAL EXPENSE BY THE OWNER.
5. STABILIZATION MEASURES ARE TO BE INSPECTED AT A MINIMUM OF ONCE EVERY 14 DAYS AND WITHIN 24 HOURS AFTER ANY STORM EVENT GREATER THAN 0.5 INCHES. REPAIRS AND INADEQUACIES REVEALED BY THE INSPECTION MUST BE IMPLEMENTED WITHIN 7 CALENDAR DAYS FOLLOWING THE INSPECTION.
6. AN INSPECTION REPORT THAT SUMMARIZES INSPECTION ACTIVITIES AND IMPLEMENTATION OF THE STORM WATER POLLUTION PREVENTION PLAN SHALL BE RETAINED AND MADE PART OF THE PLAN.
7. ALL CONTRACTORS AND SUBCONTRACTORS IDENTIFIED IN THE PLAN MUST CERTIFY AS TO AN UNDERSTANDING OF THE NPDES GENERAL PERMIT BEFORE CONDUCTING ANY ACTIVITY IDENTIFIED IN THE POLLUTION PREVENTION PLAN.
8. THE CONTRACTOR SHALL ADOPT APPROPRIATE CONSTRUCTION SITE MANAGEMENT PRACTICES TO PREVENT THE DISCHARGE OF OILS, GREASE, PAINTS, GASOLINE, AND OTHER POLLUTANTS TO STORM WATER. APPROPRIATE PRACTICES CAN INCLUDE: DESIGNATING AREAS FOR EQUIPMENT MAINTENANCE AND REPAIR; REGULAR COLLECTION OF WASTE; CONVENIENTLY LOCATED WASTE RECEPTACLES; AND DESIGNATING AND CONTROLLING EQUIPMENT WASHDOWN.
9. THE CONTRACTOR SHALL AMEND OR MODIFY THIS PLAN AS REQUIRED BY CONSTRUCTION MEANS, METHODS AND SEQUENCE. MODIFICATIONS SHALL NOT COMPROMISE THE INTENT OF REQUIREMENTS OF LAW AND THIS PLAN. MODIFICATIONS SHALL NOT BE BASIS FOR ADDITIONAL COST TO THE OWNER.
10. AREAS OF CONSTRUCTION ELSEWHERE ON THE JOB SITE SHALL CONFORM TO THE DETAILS SHOWN ON THE PLANS.
11. BORROW AREAS, IF EXCAVATED, SHALL BE PROTECTED AND STABILIZED UTILIZING THE PLAN DETAILS. ALL WORK SHALL CONFORM TO GOVERNMENTAL REQUIREMENTS AND BECOME PART OF THE STORM WATER POLLUTION PREVENTION PLAN (SWP3). THE WORK SHALL BE DONE BY THE CONTRACTOR AT NO ADDITIONAL EXPENSE TO THE OWNER.
12. ALL NON-PAVED AREAS SHALL BE MULCHED AND SEEDED WITH EROSION PROTECTION IMMEDIATELY UPON COMPLETION OF FINAL GRADING. THIS INCLUDES ALL DITCHED AND EMBANKMENTS. THE CONTRACTOR SHALL MAINTAIN FINAL GRADING AND KEEP SEEDED AREAS WATERED UNTIL FULLY ESTABLISHED AND ACCEPTED BY THE OWNER.
13. THE CONTRACTOR SHALL CONSTRUCT A STABILIZED CONSTRUCTION EXIT AT ALL TRAFFIC EXIT POINTS PRIOR TO EXITING ONTO ANY PAVED ROADWAY.



STABILIZED CONSTRUCTION EXIT
(CONTRACTOR TO CHOOSE LOCATION)

NOTES:

1. STONE SHALL BE 3 TO 5 INCH DIA. CRUSHED ROCK OR ACCEPTABLE CRUSHED CEMENT CONCRETE.
2. WHEN NECESSARY, VEHICLES SHALL BE CLEANED TO REMOVE SEDIMENT PRIOR TO ENTRANCE ONTO A PUBLIC ROADWAY. WHEN WASHING IS REQUIRED, IT SHAL BE DONE ON AN AREA STABILIZED WITH CRUSHED STONE WITH DRAINAGE FLOWING AWAY FROM BOTH THE STREET AND THE STABILIZED ENTRANCE. ALL SEDIMENT SHALL BE PREVENTED FROM ENTERING ANY STORM DRAIN, DITCH OR WATERCOURSE USING APPROVED METHODS.
3. THE ENTRANCE SHALL BE PROPERLY GRADED OR INCORPORATE DRAINAGE SWALE TO PREVENT RUNOFF FROM LEAVING THE CONSTRUCTION SITE.
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 PAVEMENT SURFACES, MUST BE REMOVED IMMEDIATELY.



TEMPORARY SEDIMENT CONTROL FENCE

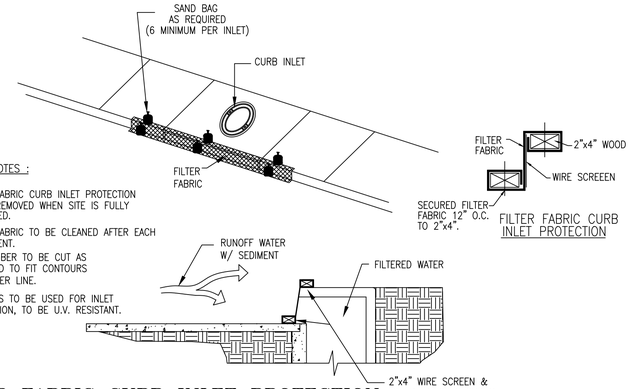
GENERAL NOTES :

1. STEEL POSTS WHICH SUPPORT TH SILT FENCE SHALL BE INSTALLED WITH A SLIGHT ANGLE TOWARD THE ANTICIPATED RUNOFF SOURCE. POST MUST BE EMBEDDED A MINIMUM OF 18".
2. THE TOE OF THE SILT FENCE SHALL BE TRENCHED IN WITH A SPADE OR MECHANICAL TRENCHER, SO THAT THE DOWNSLOPE FACE OF THE TRENCH IS FLAT AND PERPENDICULAR TO THE LINE OF FLOW. WHERE FENCE CANNOT BE TRENCHED IN WEIGHT FABRIC FLAP WITH WASHED GRAVEL ON UPHILL SIDE, AS NECESSARY, TO PREVENT FLOW UNDER FENCE.
3. THE TRENCH MUST BE A MINIMUM OF 6 INCHES DEEP AND 6 INCHES WIDE TO ALLOW FOR THE SILT FENCE FABRIC TO BE LAND IN THE GROUND AND BACKFILLED.
4. SILT FENCE SHOULD BE SECURELY FASTENED TO EACH STEEL SUPPORT POST OF TO BACKING SUPPORT, WITH IS IN TURN ATTACHED TO THE STEEL FENCE POST FABRIC SHALL OVERLAP AT ABUTTING ENDS A MINIMUM OF 3 FEET AND SHALL BE JOINED SUCH THAT NO BYPASS OR LEAKAGE OCCURS.
5. INSPECTION SHALL BE MADE WEEKLY OR AFTER EACH RAINFALL, REPAIR OR REPLACEMENT SHALL BE MADE PROMPTLY AS NEEDED.
6. SILT FENCE SHALL BE REMOVED WHEN THE SITE IS COMPLETELY STABILIZED SO AS NOT TO BLOCK OR IMPEDE STORM FLOW OR DRAINAGE.
7. ACCUMULATED SILT SHALL BE REMOVED WHEN IT REACHES A DEPTH OF 6 INCHES. THE SILT SHALL BE DISPOSED OF IN AN APPROVED SITE AND IN SUCH A MANNER AS TO NOT CONTRIBUTE TO ADDITIONAL SILTATION.

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 RECOMMENEDED TO CONTROL EROSION FROM A DRAINAGE AREA LARGER THAN TWO ACRES.



GENERAL NOTES :

1. FILTER FABRIC CURB INLET PROTECTION TO BE REMOVED WHEN SITE IS FULLY STABILIZED.
2. FILTER FABRIC TO BE CLEANED AFTER EACH RAIN EVENT.
3. 2x4 LUMBER TO BE CUT AS REQUIRED TO FIT CONTOURS OF GUTTER LINE.
4. ALL BAGS TO BE USED FOR INLET PROTECTION, TO BE U.V. RESISTANT.

FILTER FABRIC CURB INLET PROTECTION

FILTER FABRIC CURB INLET PROTECTION

FILTER FABRIC CURB INLET PROTECTION

K K Engineering Consultant
GENERAL PROFESSIONAL CIVIL ENGINEERING SERVICES
(FIRM REGISTRATION #F-1334)
410 E. DOVE
McALLEN, TEXAS 78502
(956) 630-2125
FAX (956) 630-2219

REVISION	DATE	BY

DRAWING DATE: SEPTEMBER, 2015
RELEASE DATE:
DESIGNED BY: K.K.
DRAWN BY: F.D.
CHECKED BY: K.K.
UPDATED DWG. BY:
SCALE: 1"= 100'

STATE OF TEXAS
KAMBIZ S. KHADEMI
57767
REGISTERED PROFESSIONAL ENGINEER

THE SEAL APPEARING ON THIS DOCUMENT WAS AUTHORIZED BY KHAMBIZ S. KHADEMI, P.E. 57767 SEPTEMBER/2015.
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DOS VIENTOS ESTATES SUBDIVISION
HIDALGO COUNTY Pct. 4

SUGGESTED EROSION CONTROL PLAN FOR:
DOS VIENTOS ESTATES SUBDIVISION

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File Name: EROSION CONTROL PLAN

LAST SHEET

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: 10-27-2015

PROPOSED Aurora Valley Phase 4 SUBDIVISION, PRECINCT No. 1 .

ENGINEER: Melden & Hunt, Inc. DEVELOPER: M.L. Rhodes

☐ PRELIMINARY APPROVAL ☒ FINAL APPROVAL ☐ FINAL APPROVAL WITH FINANCIAL GUARANTEE ☐ WITH VARIANCE

NUMBER OF LOTS: 92 ☒ *SINGLE FAMILY ___ ☐ *MULTI-FAMILY ___ ☐ COMMERCIAL ___ ☐ INSTITUTIONAL

LOCATION DESCRIPTION: East side of Dillon Road, ¼ mile North of Mile 14 North Road (Wisconsin Road)

SUBDIVISION LIES WITHIN THE: ☒ *The rural area of the County.*

DRAINAGE REPORT WAS APPROVED BY HCDD#1: ON 06-24-14 PROPERTY LIES WITHIN FLOOD ZONE: "C" AS PER FEMA.

DRAINAGE DESIGN: Will be provided by a storm drainage pipe system discharging into existing drain ditch north of this development.

ROAD R.O.W. DEDICATION: 20 feet to Dillon Road.

H.C.R.O.W. FINAL APPROVAL DATE: 10-08-15 : By, Roy Gonzalez, Pct. 1 R.O.W. AGENT

H.C.H.D APPROVAL DATE: 08-16-15 by: Elizardo "Chardo" Ramos, Environmental Health Division Manager

SEWER SYSTEM: ☒ OSSF HAVE BEEN INSTALLED AND INSPECTED BY HCHD ON: 7-20-2015

WATER SERVICE PROVIDER: N.A.W.S.C. LINE SIZE: 8" LOCATION: Dillon Road & Canton Road.

H.C.O.E.C. FINAL APPROVAL DATE: 10-02-15 : 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.

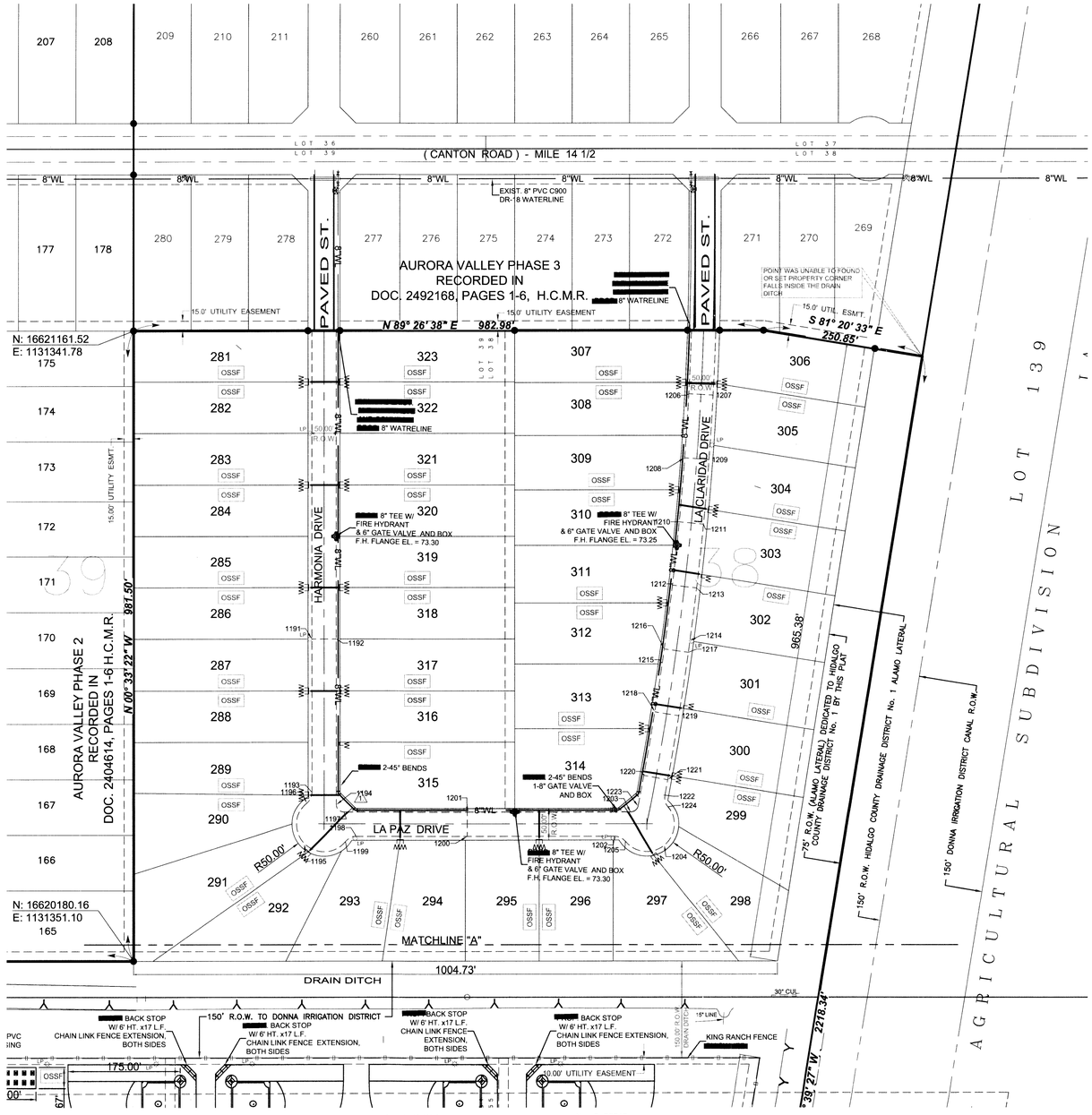
PRELIMINARY APPROVAL FROM THE HIDALGO COUNTY COMMISSIONERS COURT ON: 9-30-2014

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.*



BEARING BASIS: NAD 83 (2007) TEXAS STATE PLANE COORDINATE SYSTEM OF 1983 TEXAS SOUTH ZONE 4205 ELEVATION DATUM: NAVD 88 (GEOID 2003)

SCALE: 1" = 100'

SCALE NOTE:
IF THIS BAR DOES NOT MEASURE 1" THE DRAWING IS NOT TO SCALE

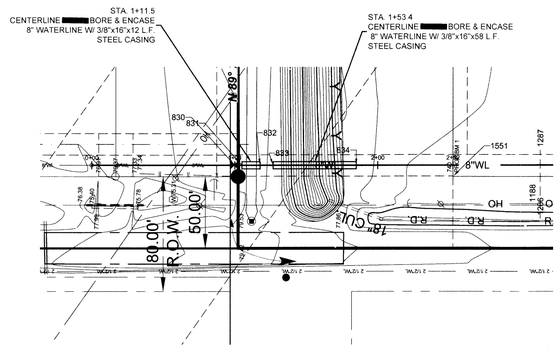
LEGEND

- SET REBAR WITH CAP STAMPED MELDEN AND HUNT INC.
- SET COTTON PICKER SPINDLE
- FOUND REBAR

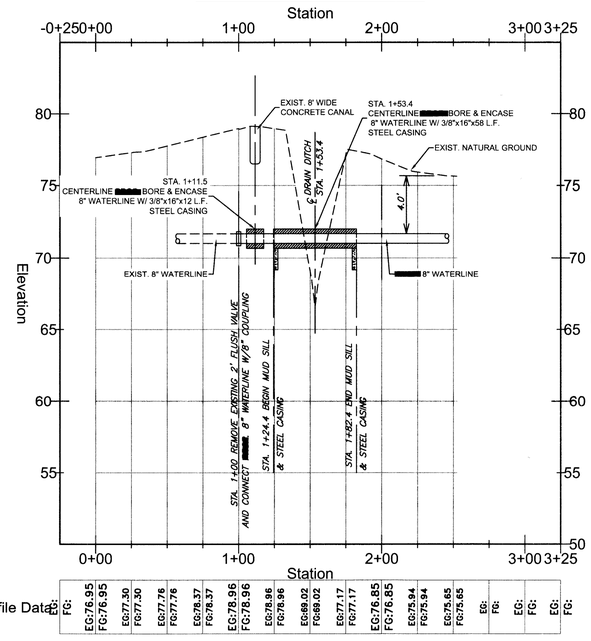
LEGEND

- 2" CASING — DUAL WATER SERVICE
- 2" CASING — SINGLE WATER SERVICE
- OSSF — OSSF
- LEYENDA
- 2" FORRO — SERVICIO DOBLE DE AGUA
- 2" FORRO — SERVICIO INDIVIDUAL DE AGUA
- OSSF — TANQUE SEPTICO (OSSF)

SCALE: H: 1" = 50'
V: 1" = 5'

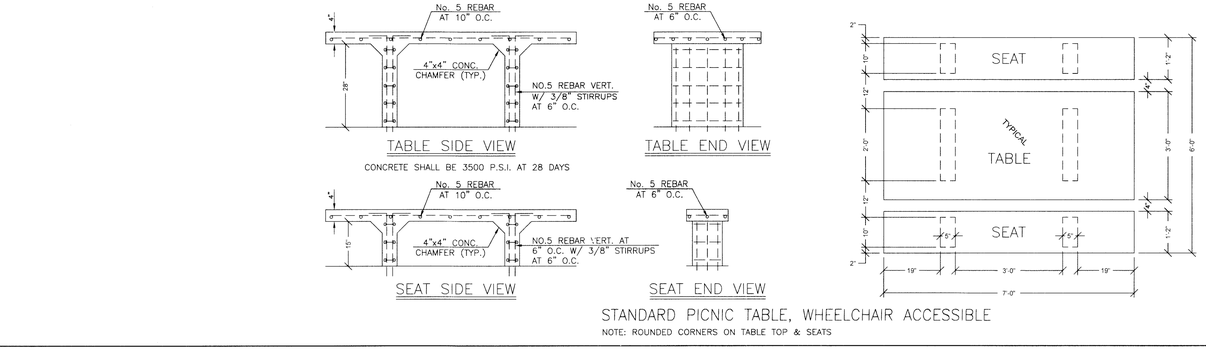


WATERLINE PROFILE

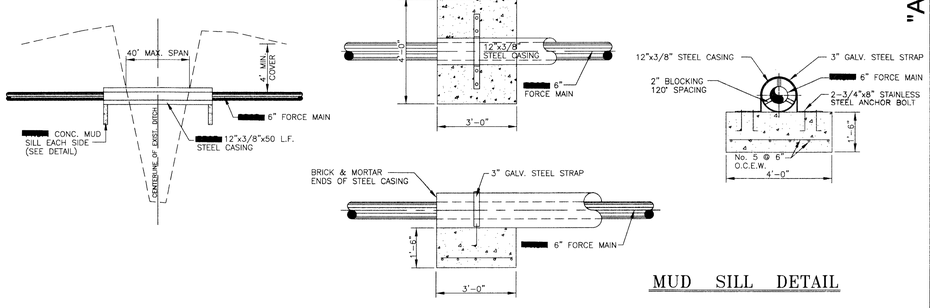


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EG:75.94	FG:75.94	EG:75.65	FG:75.65	EG:	FG:	EG:	FG:	EG:	FG:						



STANDARD PICNIC TABLE, WHEELCHAIR ACCESSIBLE
NOTE: ROUNDED CORNERS ON TABLE TOP & SEATS



TYPICAL DRAIN DITCH CROSSING

MUD SILL DETAIL

"AS-BUILT" - 10/08/15

MELDEN & HUNT INC.
CONSULTANTS • ENGINEERS • SURVEYORS
115 W. McINTYRE
EDINBURG, TX. 78541
PH. (956) 381-0981
FAX: (956) 381-1839
ESTABLISHED 1947
227 N. F.M. 3167
RIO GRANDE CITY, TX. 78582
PH. (956) 488-8591
FAX: (956) 488-8591
www.meldenandhunt.com

JOB No. 14053.01

BY	DATE	REVISION
R.D.J	12/16/14	1 REMOVED GATE VALVE

ENG. TECH: R. DE JESUS
PROJECT ENG: F. L. K.
T-BOOK: PG
1. RELEASE DATE: 10-30-14
2. RELEASE DATE:
3. RELEASE DATE:
SCALE: AS NOTED

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

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AURORA VALLEY PHASE 4
HIDALGO COUNTY, TX.

WATER LAYOUT

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File Name: Water Layout

SHEET 3 OF 18

JOB No. 14053.01

MELDEN & HUNT, INC.
CONSULTANTS • ENGINEERS • SURVEYORS
115 W. McINTYRE
EDINBURG, TX. 78541
PHONE: (956) 381-0981
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227 N. F.M. 3167
RIO GRANDE CITY, TX. 78582
PHONE: (956) 487-5603
FAX: (956) 487-8091
www.meldenandhunt.com

BY	DATE	REVISION
R.D.J.	12/22/14	ADDED IRRIGATION ALFALFA VALVE
R.D.J.	12/16/14	ADDED CASING AND BENDS

ENG. TECH. R. DE JESUS
PROJECT ENG. F.L.K.
T-BOOK PG
1. RELEASE DATE: 10/30/14
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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AURORA VALLEY PHASE 4
HIDALGO COUNTY, TX.

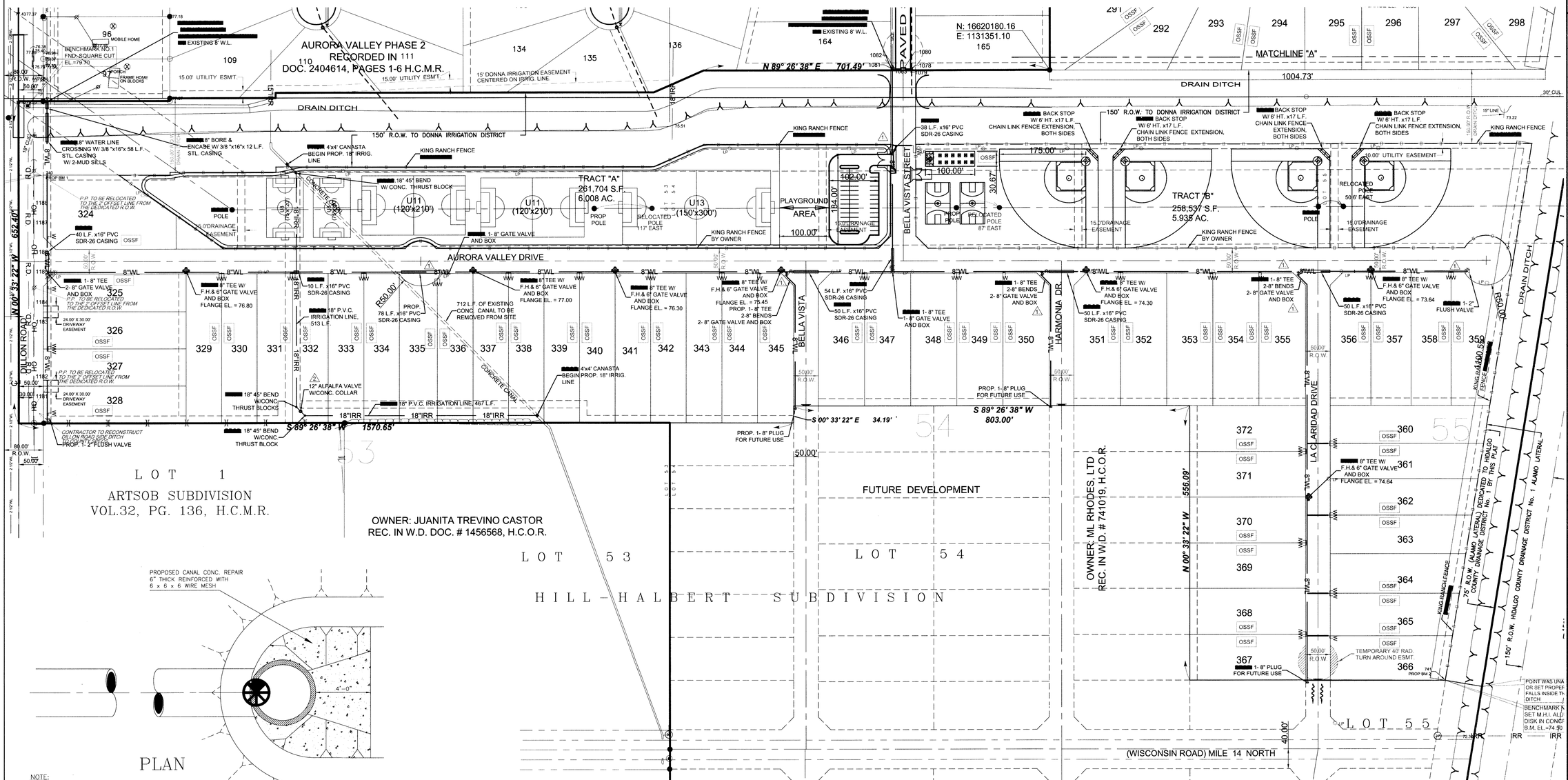
WATER LAYOUT

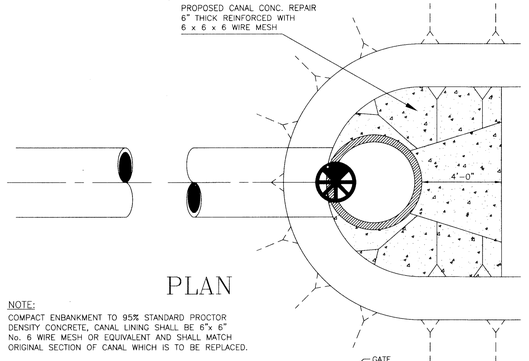
"AS-BUILT" - 10/08/15

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File Name: Water Layout

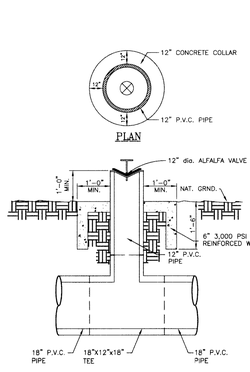
SHEET 2 OF 18



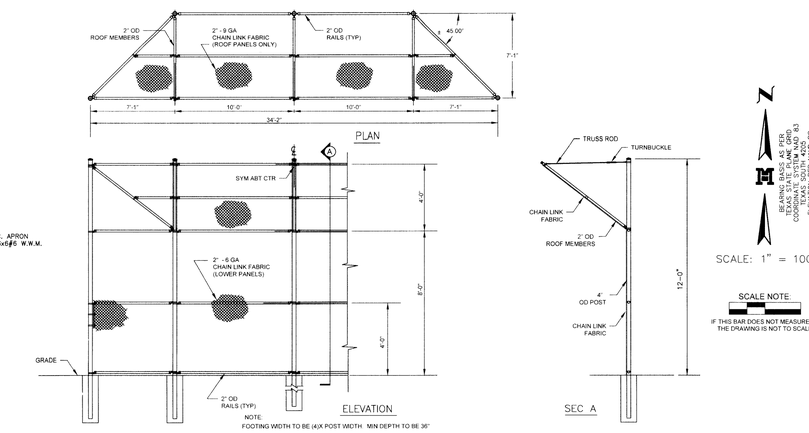


TYPICAL PIPE TO CANAL TRANSITION

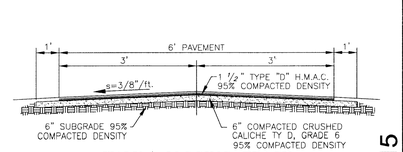
N.T.S.



ALFALFA VALVE

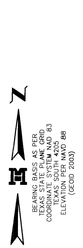


BASEBALL BACK STOP



WALK/ JOGGING TRACK

N.T.S.



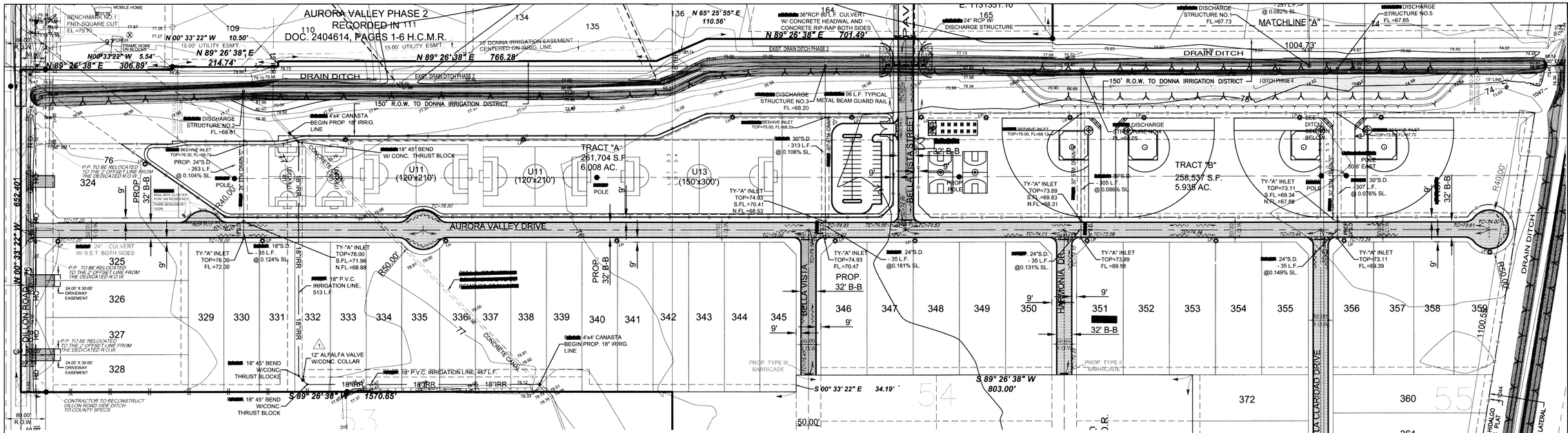
SCALE: 1" = 100'

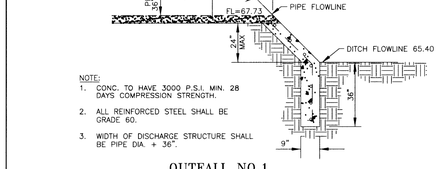
SCALE NOTE:
IF THIS BAR DOES NOT MEASURE 1" THE DRAWING IS NOT TO SCALE

LEGEND
- SET REBAR WITH CAP STAMPED MELDEN AND HUNT INC.
- SET COTTON PICKER SPINDLE
- FOUND REBAR

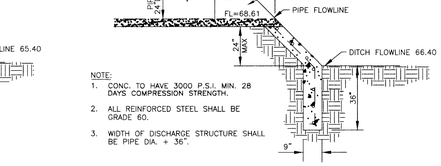
LEGEND
- 2" CASING — DUAL WATER SERVICE (PROPOSED)
- 2" CASING — SINGLE WATER SERVICE (PROPOSED)
- OSSF — OSSF

LEYENDA
- 2" FORRO — SERVICIO DOBLE DE AGUA (PROPUESTO)
- 2" FORRO — SERVICIO INDIVIDUAL DE AGUA (PROPUESTO)
- OSSF — TANQUE SEPTICO (OSSF)

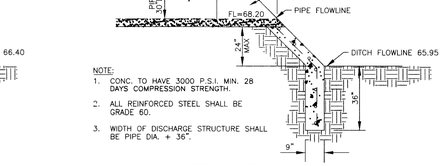




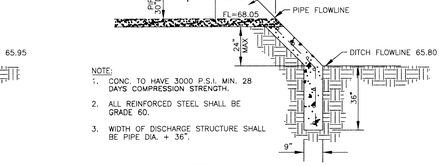
OUTFALL NO.1
H.C.D.D.#1 STORM DISCHARGE STRUCTURE
N.T.S.



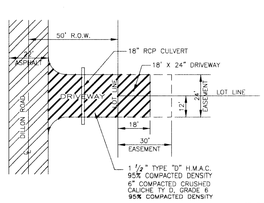
OUTFALL NO.2
H.C.D.D.#1 STORM DISCHARGE STRUCTURE
N.T.S.



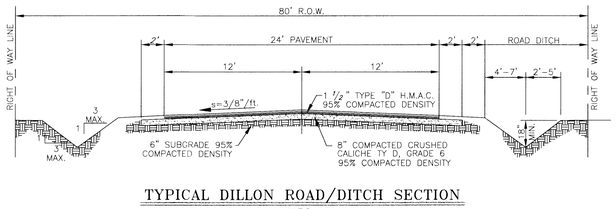
OUTFALL NO.3
H.C.D.D.#1 STORM DISCHARGE STRUCTURE
N.T.S.



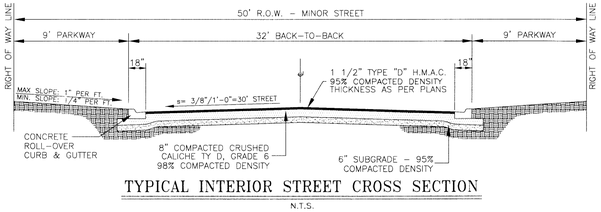
OUTFALL NO.4
H.C.D.D.#1 STORM DISCHARGE STRUCTURE
N.T.S.



TYPICAL SHARED DRIVEWAY, & DRIVEWAY EASEMENT FOR LOTS FRONTING DILLON ROAD
SCALE: 1"=4'



TYPICAL DILLON ROAD/DITCH SECTION
N.T.S.



TYPICAL INTERIOR STREET CROSS SECTION
N.T.S.

GENERAL NOTES :

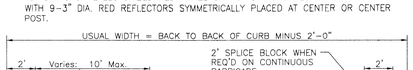
WIDTH OF RAIL SHALL BE A MINIMUM OF 8", 2' NOMINAL SMOOTH LUMBER.

RAILS SHALL BE FASTENED TO EACH POST WITH 1/4" STEEL BOLTS w/ WASHER ON EA. SIDE. BOLT THREADS SHALL BE PEENED.

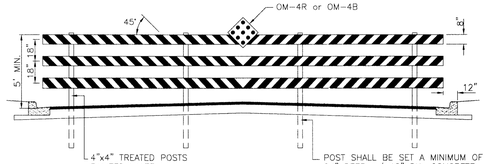
THE RAILS SHALL RECEIVE TWO COATS OF WHITE OIL BASE PAINT, THEN SHALL HAVE 6" REFLECTORIZED RED STRIPES OF TAPE PLACED ON 45° SLOPES, DOWN AND TOWARDS THE CENTER OF THE BARRICADE.

BARRICADES MAY BE CONSTRUCTED IN SECTIONS OR MAY BE CONTINUOUS ACROSS ROADWAY WIDTH. SPLICES ON CONTINUOUS RAIL BARRICADES SHALL BE AT POSTS AND SHALL HAVE A 2' SPLICE BLOCK ON BACK SIDE OF THE SAME MATERIAL AS RAIL.

18" DIAMOND REFLECTORIZED RED PANEL OR 18" DIAMOND RED OR BLACK PANEL WITH 9-3" DIA. RED REFLECTORS SYMMETRICALLY PLACED AT CENTER OR CENTER POST.



PLAN



TYPE III DEAD-END STREET BARRICADE

---- INDICATES LIGHT POLE

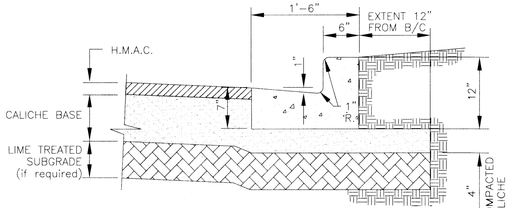
LEGEND

- FOUND No.4 REBAR
- FOUND No.5 REBAR
- FOUND COTTON PICKER SPINDLE
- FOUND PIPE
- SET SQUARE CUT
- POWER POLE
- GUY WIRE
- FLUSH VALVE
- CONTROL GATE VALVE
- TYPE "A" INLET
- IRRIGATION OUTLET
- 24" IRRIGATION STAND PIPE
- 30" IRRIGATION STAND PIPE
- FIELD DRAIN
- IRR — IRRIGATION LINE
- 12" IRRIGATION LINE
- 15" IRRIGATION LINE
- 16" IRRIGATION LINE
- 18" IRRIGATION LINE
- OH — OVERHEAD POWER LINE
- R.D. — ROAD DITCH
- ASPHALT AREA



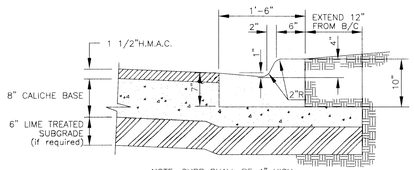
SCALE: 1" = 100'

SCALE NOTE:
IF THIS BAR DOES NOT MEASURE 1" THE DRAWING IS NOT TO SCALE



6" CONCRETE CURB & GUTTER
N.T.S.

THE NORTH SIDE OF AURORA VALLEY DRIVE &
THE NORTH PORTION FROM AURORA VALLEY DRIVE OF BELLA VISTA STREET

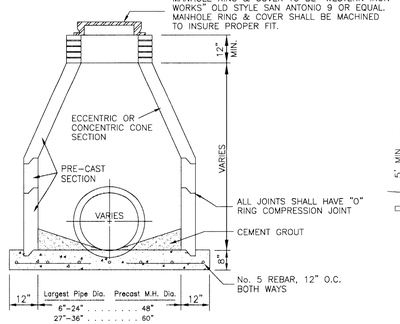


NOTE: CURB SHALL BE 4" HIGH

CONCRETE ROLL-OVER CURB & GUTTER
N.T.S.

GENERAL NOTES:

1. ALL CONCRETE WORK SHALL BE TREATED WITH MEMBRANE CURING COMPOUND TYPE 2 WHITE PIGMENTED IN ACCORDANCE w/ THD 1972 SPECIFICATIONS ITEM 531. CONSIDERED INCIDENTAL TO CONCRETE WORK.
2. 1/2" EXPANSION JOINTS REQUIRED AT 70' c.c. AND AT THE BEGINNING AND END OF ALL RADII. CONTRACTION JOINTS SHALL NOT EXCEED 10' c.c.



STANDARD STORM SEWER
PRE-CAST CONCRETE MANHOLE
N.T.S.

JOB No.
14053.01

DATE	BY	REVISION
12/27/14	R.D.J.	MOVED L.P'S ALONG AURORA VALLEY TO S. SIDE
12/22/14	R.D.J.	IRRIGATION ALFALFA VALVE ADDED

MELDEN & HUNT INC.
CONSULTANTS • ENGINEERS • SURVEYORS
115 W. McINTYRE 227 N. F.M. 3167
EDINBURG, TEXAS 78541 PHARR, TEXAS 78577
PH: (956) 381-0981 PH: (956) 487-5296
FAX: (956) 381-1839 FAX: (956) 488-8591
ESTABLISHED 1947
www.meldenandhunt.com

ENG TECH R. DE JESUS	
PROJECT ENG F.L.K.	
T-BOOK PG	
1. RELEASE DATE	10-30-14
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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AURORA VALLEY PHASE 4
HIDALGO COUNTY, TX.

TOPOGRAPHY, PAVING AND DRAINAGE LAYOUT

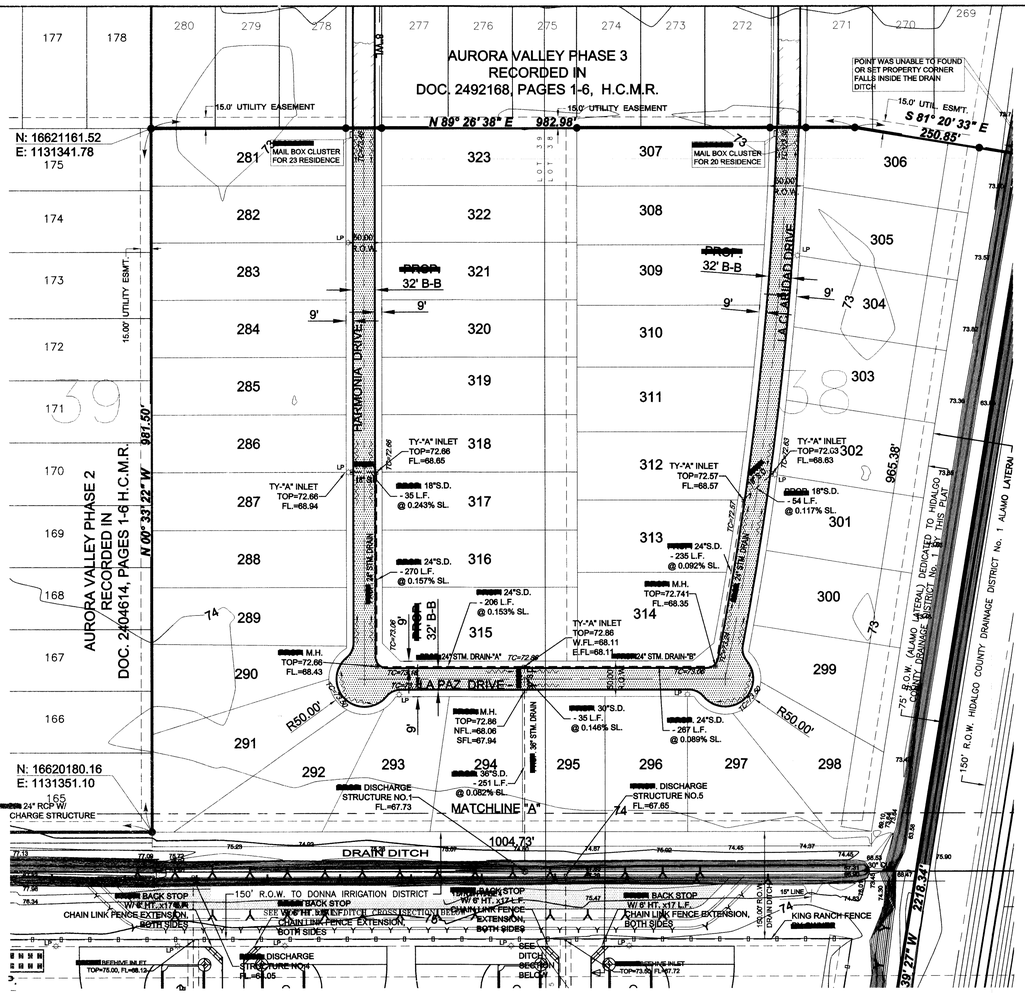
"AS-BUILT" - 10/08/15

PAVING DETAILS

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File Name: Water Layout

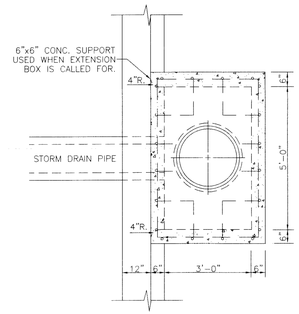
SHEET 4 OF 18



LEGEND

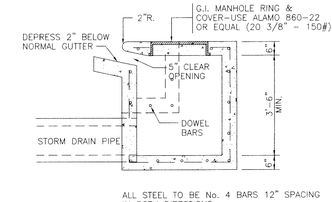
- FOUND No.4 REBAR
- FOUND No.5 REBAR
- FOUND COTTON PICKER SPINDLE
- FOUND PIPE
- SET SQUARE CUT
- POWER POLE
- GUY WIRE
- FLUSH VALVE
- CONTROL GATE VALVE
- TYPE "A" INLET
- IRRIGATION OUTLET
- 24" IRRIGATION STAND PIPE
- 30" IRRIGATION STAND PIPE
- FIELD DRAIN
- IRR — IRRIGATION LINE
- 12" IRRIGATION LINE
- 15" IRRIGATION LINE
- 16" IRRIGATION LINE
- 18" IRRIGATION LINE
- OH — OVERHEAD POWER LINE
- R.D. — ROAD DITCH
- ASPHALT AREA

DRAINAGE DETAILS



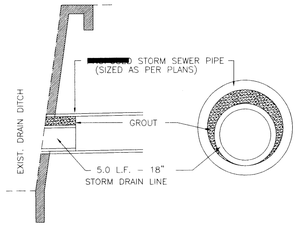
SLOPE BOTTOM OF INLET EXTENSION 1/2" / 1'-0" TOWARD INLET EXTENSION TO INLET TO BE MADE IN INCREMENTS OF 3'-0" OR 6'-0" ONLY. TRANSITION NORMAL GUTTER TO INLET SLOPE APPROXIMATELY 3'-0".

PLAN



ALL STEEL TO BE No. 4 BARS 12" SPACING IN BOTH DIRECTIONS.

SECTION



DRAINAGE RESTRICTION DETAIL

TO BE LOCATED AT EACH DRAINAGE DISCHARGE @ DITCH

TYPE "A" CURB INLET

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.

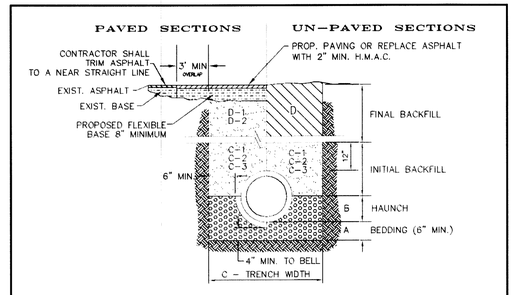
C-3 INITIAL BACKFILL FOR HIGH PERFORMANCE POLYPROPYLENE OR CORRUGATED PVC STORM DRAIN PIPE – SHALL BE CLASS I OR CLASS II (ASTM D2321) BACKFILL MATERIAL COMPACTED TO 90% SPD, 8" LIFTS, MECHANICAL COMPACTION.

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.

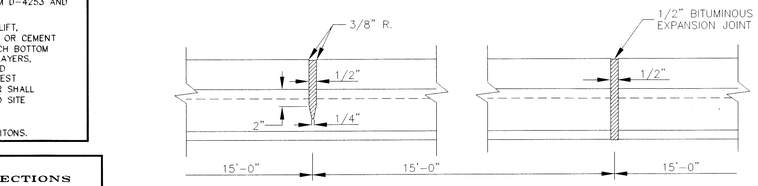
D. FINAL BACKFILL – COMPACTED TO 90% STANDARD PROCTOR DENSITY (12" LIFT, MECHANICAL COMPACTION). FOUNDATION PREPARATION (WELLPOINTS, GRAVEL OR CEMENT STABILIZATION, OR APPROVED SUBSTITUTE) SHALL BE REQUIRED WHEN TRENCH BOTTOM IS UNSTABLE. BACKFILLING AT STRUCTURES SHALL BE PLACED IN UNIFORM LAYERS, MOISTENED 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 SPECIFICAITONS.



STORM TRENCH BEDDING AND BACKFILL DETAILS

N.T.S



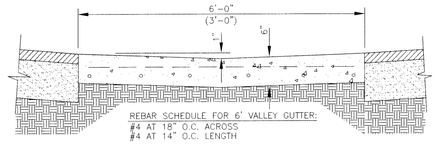
DUMMY EXPANSION JOINT — EXPANSION JOINT

EXPANSION JOINT DETAIL

N.T.S.

SECTION "CC" – CONCRETE VALLEY GUTTER

N.T.S.



GENERAL NOTES:

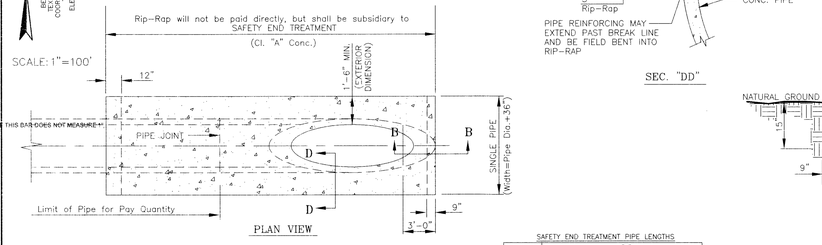
1. ALL CONCRETE WORK SHALL BE TREATED WITH MEMBRANE CURING COMPOUND TYPE 2 WHITE PIGMENTED IN ACCORDANCE w/ THD 1972 SPECIFICATIONS ITEM 531. CONSIDERED INCIDENTAL TO CONCRETE WORK.
2. 1/2" EXPANSION JOINTS REQUIRED AT 70' c.c. AND AT THE BEGINNING AND END OF ALL RADII. CONTRACTION JOINTS SHALL NOT EXCEED 10' c.c.

SCALE NOTE: THE DRAWING IS NOT TO SCALE

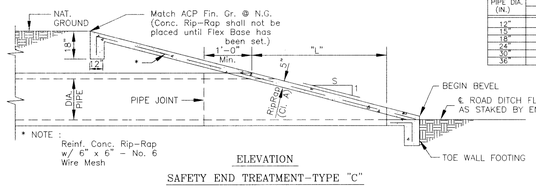
LP — INDICATES LIGHT POLE

BEARING BASIS AS PER TEXAS STATE PLANE GRID, TEXAS SOUTH ZONE 4205 ELEVATION BASIS NAVD 88 (GEOID 2003)

SCALE: 1"=100'



PLAN VIEW



ELEVATION

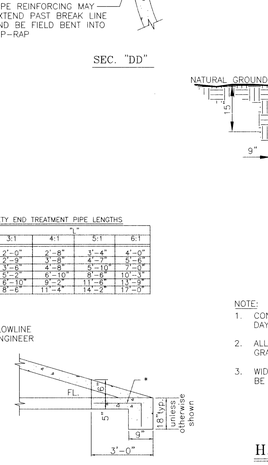
SAFETY END TREATMENT–TYPE "C"

SAFETY END TREATMENT PIPE LENGTHS

PIPE DIA (IN.)	3:1	4:1	5:1	6:1
12"	2'-0"	2'-0"	2'-4"	2'-8"
18"	2'-0"	2'-8"	3'-4"	4'-0"
24"	2'-8"	4'-0"	5'-4"	6'-8"
30"	5'-0"	6'-8"	8'-4"	10'-0"
36"	6'-8"	9'-4"	11'-8"	14'-0"
42"	8'-0"	11'-4"	14'-2"	17'-0"

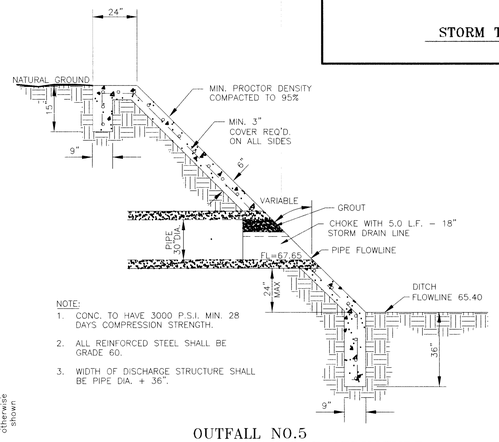
SAFETY END TREATMENT – (Type "C") DETAILS

N.T.S.



SEC. "DD"

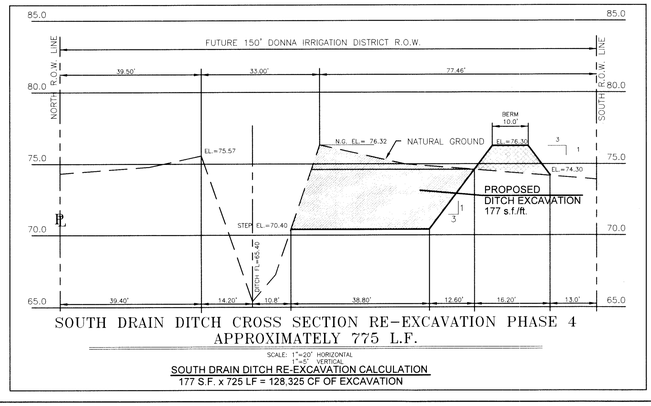
SEC. "BB"



NOTE:
1. CONC. TO HAVE 3000 P.S.I. MIN. 28 DAYS COMPRESSION STRENGTH.
2. ALL REINFORCED STEEL SHALL BE GRADE 60.
3. WIDTH OF DISCHARGE STRUCTURE SHALL BE PIPE DIA. + 36".

OUTFALL NO.5 H.C.D.D.#1 STORM DISCHARGE STRUCTURE

N.T.S.



SOUTH DRAIN DITCH CROSS SECTION RE-EXCAVATION PHASE 4 APPROXIMATELY 775 L.F.

SCALE: 1"=20' HORIZONTAL
1"=5' VERTICAL

SOUTH DRAIN DITCH RE-EXCAVATION CALCULATION
177 S.F. x 725 LF = 128,325 CF OF EXCAVATION

"AS-BUILT" - 10/08/15

JOB No. 14053.01

BY	DATE	REVISION

MELDEN & HUNT INC
CONSULTANTS • ENGINEERS • SURVEYORS
115 W. McINTYRE
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227 N. F.M. 3167
RIO GRANDE CITY, TX 78582
PH: (956) 487-5603
FAX: (956) 487-8865
www.meldenandhunt.com

ENG. TECH R. DE JESUS
PROJECT ENG. F.L.K.
T-BOOK PG.
1 RELEASE DATE: 10-30-14
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

THE SEAL APPEARING ON THIS DOCUMENT WAS AUTHORIZED BY FRED L. KURTH 12/24/14

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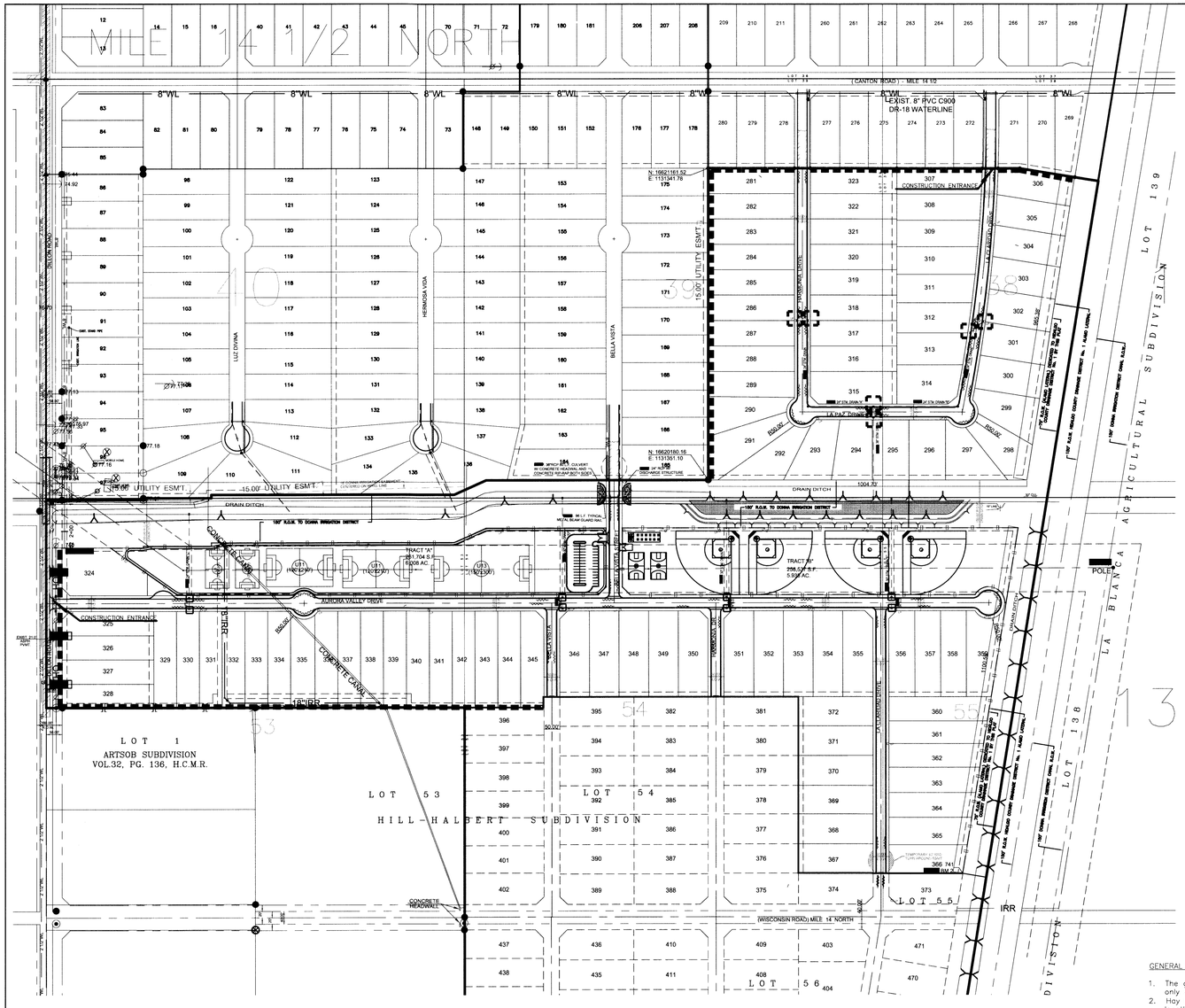
AURORA VALLEY PHASE 4
HIDALGO COUNTY, TX.

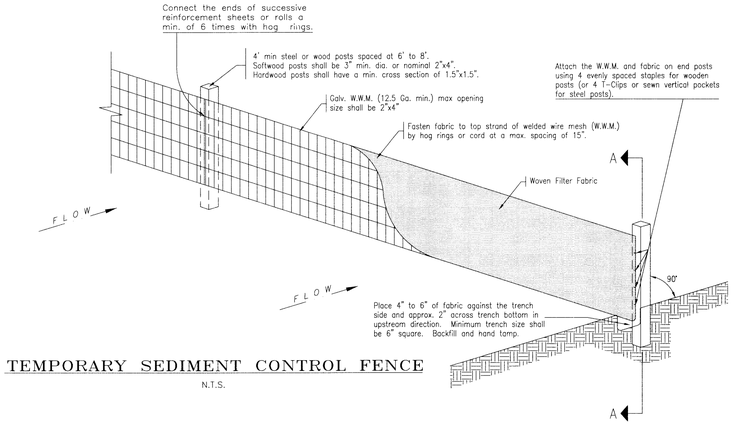
TOPOGRAPHY, PAVING AND DRAINAGE LAYOUT

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File Name: Water Layout

SHEET 5 OF 18





TEMPORARY SEDIMENT CONTROL FENCE

N.T.S.

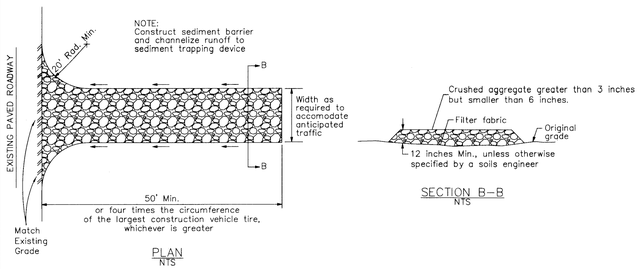
LEGEND:

TEMPORARY SEDIMENT CONTROL FENCE

12' X 12' BALED HAY

FINAL STABILIZATION :

11% OF THE PROPERTY WILL BE DISTURBED. THE FINAL STABILIZATION FOR THIS SUBDIVISION SHALL BE ACCOMPLISHED BY SECURING THE EXISTING BALES OF HAY AROUND THE INSTALLED INLETS AND LEAVING THE SEDIMENT CONTROL FENCE IN PLACE UNTIL THE EXPOSED GROUND HAS HAD A CHANCE FOR RE-GROWTH OF NATIVE GRASSES.



TEMPORARY CONSTRUCTION ENTRANCE

N.T.S.

LEGEND:

TEMPORARY SEDIMENT CONTROL FENCE

12' X 12' BALED HAY

FINAL STABILIZATION :

11% OF THE PROPERTY WILL BE DISTURBED. THE FINAL STABILIZATION FOR THIS SUBDIVISION SHALL BE ACCOMPLISHED BY SECURING THE EXISTING BALES OF HAY AROUND THE INSTALLED INLETS AND LEAVING THE SEDIMENT CONTROL FENCE IN PLACE UNTIL THE EXPOSED GROUND HAS HAD A CHANCE FOR RE-GROWTH OF NATIVE GRASSES.

N

BEARING BASIS: AS PER TEXAS LAMBERT GRID COORDINATE SYSTEM, NAD 83 ELEVATION PER NAVD 88 (GEOID 2003)

SCALE: 1" = 100'

SCALE NOTE:

IF THIS BAR DOES NOT MEASURE 1", THE DRAWING IS NOT TO SCALE

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 entirely 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

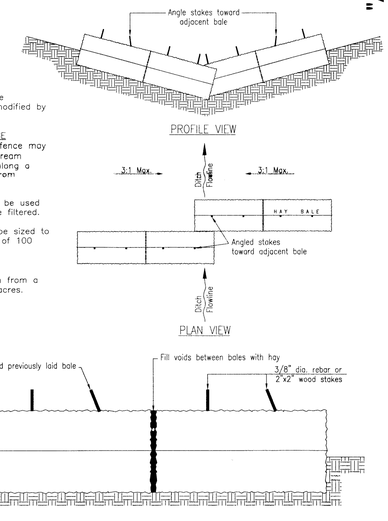
A Baled Hay installation may be constructed near the downstream perimeter of a disturbed area along a contour to intercept sediment from overland runoff. A two year storm frequency may be used to calculate the flowrate to be filtered. The installation should be sized to filter a maximum flow thru rate 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.



GENERAL NOTES:

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.

BALED HAY FOR EROSION CONTROL

N.T.S.

"AS-BUILT" - 10/08/15

JOB No. 14053.01

REVISION	DATE	BY

MELDEN & HUNT, inc
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ESTABLISHED 1947
227 N. F.M. 3167
RIO GRANDE CITY, TX 78582
PH: (956) 487-5603
FAX: (956) 487-8195
www.meldenandhunt.com

DRAWING DATE: 11-03-2014
DRAWN BY: R.D.J.
CHECKED BY: F.L.K.
DESIGNED BY: R.D.J.
RELEASE DATE:
T-972, PG-49-53
SCALE: 1" = 100'

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

AURORA VALLEY PHASE 4
HIDALGO COUNTY, TX.

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: Erosion Control

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: 10-27-2015

PROPOSED Las Brisas Heights SUBDIVISION, PRECINCT No. 4 .

ENGINEER FIRM: KK Engineering DEVELOPER: Kyndel W. Bennett

☐ PRELIMINARY APPROVAL ☒ FINAL APPROVAL ☐ FINAL APPROVAL WITH FINANCIAL GUARANTEE ☐ WITH VARIANCE

NUMBER OF LOTS: 44 ☒*SINGLE FAMILY ___ ☐*MULTI-FAMILY ____ ☐COMMERCIAL ___ ☐INSTITUTIONAL

LOCATION DESCRIPTION: Northeast corner of Tower Road and Iowa Road.

SUBDIVISION LIES WITHIN THE: ☒*The rural area of the County*

DRAINAGE REPORT WAS APPROVED BY HCDD#1: ON 12-14-14 PROPERTY LIES WITHIN FLOOD ZONE: "C" AS PER FEMA.

DRAINAGE DESIGN: Storm Drainage pipe system, discharging into a regional detention pond dedicated to the HCDD No. 1. A 18" Storm Drainage Pipe will connect to an existing 24" storm drainage pipe running South along the East right of way line of Tower Road

ROAD R.O.W. DEDICATION: 30 feet onto Iowa Road and 20 feet onto Tower Road

H.C.R.O.W. FINAL APPROVAL DATE: 10-16-15 By, Jesse Ozuna, Pct. 4 R.O.W. AGENT

H.C.H.D. FINAL APPROVAL DATE: 10-16-15 By, Elizardo Ramos, Environmental Health Division Manager

SEWER SYSTEM: ☒ OSSF HAVE BEEN INSTALLED AND INSPECTED BY HCHD

WATER SERVICE PROVIDER: NAWSC LINE SIZE: 8" LOCATION: Iowa Road and 12" on Tower Road

H.C.O.E.C. FINAL APPROVAL DATE: 10-16-15 : By Martin Ramirez, Environmental Compliance Coordinator

☒**LARGE CONSTRUCTION**

The applicant has submitted the required NOI as per Part II, Section E of the TPDES General Permit for Construction Activities (TXR150000) along with a copy of the Erosion Control Plan for the proposed project.

PRELIMINARY APPROVAL FROM THE HIDALGO COUNTY COMMISSIONERS COURT ON: 2-04-2015

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.*

SCALE: 1"=100'



METES AND BOUNDS

A 27.98 ACRE TRACT OF LAND OUT OF Lot 6 Block 61, ALAMO LAND AND SUGAR COMPANY'S SUBDIVISION, HIDALGO COUNTY, TEXAS AS PER MAP RECORDED IN VOLUME 1 PAGES 24–26 MAP RECORDS OF HIDALGFO COUNTY, TEXAS, SAID 27.98 ACRE TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING AT A COTTON PICKER SPINDLE FOUND AT THE SOUTHWEST CORNER OF LOT 6 BLOCK 61, ALAMO LAND AND SUGAR COMPANY'S SUBDIVISION, THENCE N 08°34'23" E, WITH THE WEST LINE OF SAID LOT 6, BLOCK 61, A DISTANCE OF 339.53' TO A NAIL SET FOR A CORNER OF THIS TRACT OF LAND AND THE POINT OF BEGINNING;

THENCE N 08°34'23" E, CONTINUING WITH SAID WEST LINE, A DISTANCE OF 650.87' TO A NAIL SET AT THE SOUTHWEST CORNER OF THE HERNANDEZ TRACT RECORDED IN DOC# 1158040 OFFICIAL RECORDS, FOR THE NORTHWEST CORNER OF THIS TRACT OF LAND';

THENCE S 81°25'37"E, WITH THE SOUTH LINE OF SAID HERNANDEZ TRACT, THE SOUTH LINE OF TOWER TRAILS SUBDIVISION RECORDED IN VOLUME 42 PAGE 175 MAP RECORDS, AT 30.00' PASS A ½" ROD FOUND AT THE EAST RIGHT OF WAY LINE OF TOWER ROAD, AT 1319.92' IN ALL TO A ½" ROD FOUND AT THE EAST LINE OF SAID LOT 6, THE WEST LINE OF MAYAN PHASE III SUBDIVISION, RECORDED IN VOLUME 36 PAGE 179 MAP RECORDS FOR THE NORTHEAST CORNER OF THIS TRACT OF LAND;

THENCE S 08°34'03" W, WITH THE EAST LINE OF SAID LOT 6, THE WEST LINE OF SAID MAYAN PHASE III SUBDIVISION, AT 970.08' PASS A ½" ROD FOUND AT THE NORTH RIGHT OF WAY LINE OF IOWA ROAD, AT 990.08" IN ALL TO A COTTON PICKER SPINDLE FOUND AT THE SOUTHEAST CORNER OF SAID LOT 6, BLOCK 61, THE SOUTHWEST CORNER OF MAYAN PHASE III SUBDIVISION, FOR THE SOUTHEAST CORNER OF THIS TRACT OF LAND;

THENCE N 81°25'41" W, WITH THE SOUTH LINE OF SAID LOT 6, A DISTANCE OF 1061.16' TO A NAIL SET AT THE SOUTHEAST CORNER OF THE VALDEZ TRACT RECORDED IN VOLUME 1615 PAGE 711 DEED RECORDS FOR A CORNER OF THIS TRACT OF LAND;

THENCE N 08°37'21" E, WITH THE EAST LINE OF SAID VALDEZ TRACT, AT 20.0' PASS A ½" ROD FOUND AT THE NORTH RIGH TOF WAY LINE OF SAID IOWA ROAD, AT 339.52' IN ALL TO A ½" ROD FOUND AT THE NORTHEAST CORNER OF SAID VALDEZ TRACT FOR A CORNER OF THIS TRACT OF LAND;

THENCE N 81°29'23" W , WITH THE NORTH LINE OF SAID VALDEZ TRACT, AT 229.15' PASS (A ½" I.R. SET) THE EAST RIGHT OF WAY LINE OF SAID TOWER ROAD, AT 230.56' PASS A ½" PIPE FOUND ON LINE, AT 259.15' IN ALL TO THE POINT OF BEGINNING, CONTAINING 27.98 ACRES OF LAND MORE OR LESS.

RIGHT OF WAY EASEMENT

KNOW ALL MEN BY THESE PRESENTS, that the undersigned, owners of the property shown on this plat, their successors, assigns, and transferees (hereinafter called "Grantor"whether one or more persons are named), in consideration of one dollar ($1.00) and other good and valuable consideration paid by North Alamo Water Supply Corporation, (hereinafter called "Grantee"), the receipt and sufficiency of which is hereby acknowledged, does hereby grant, bargain, sell, transfer, and convey to said Grantee, its successors, and assigns, an exclusive perpetual easement with the right to erect, construct, install and and lay 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 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 _____ 201____.

_____
KYNDEL W. BENNETT, PRESIDENT
P.O. BOX 365
LA BLANCA ROAD, TX 78558

GENERAL SUBDIVISION PLAT NOTES

1. MINIMUM FINISH FLOOR ELEVATION SHALL BE 24" ABOVE THE TOP OF THE STREET CURB WHEN MEASURED AT THE CENTER FRONT OF ALL THE LOTS. 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 REQUIREDFOR ALL LOTS WITHIN A DESIGNATED FLOOD ZONE AT THE TIME FOR A DEVELOPMENT PERMIT APPLICATION.

2. FLOOD ZONES STATEMENTS:

ZONE "C" AREAS OF MINIMUM FLOODING (NO SHADING)
COMMUNITY–PANEL NO. 480334 0425 C EFFECTIVE DATE: 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 EFFECTIVE DATE: 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).

3. SETBACKS:

FRONT:	25.00 FEET 50.00 FEET IF FRONTING IOWA RD
REAR:	15.00 FEET OR EASEMENT WHICHEVER IS GREATER
CORNER SIDE:	15.00 FEET AND 20.00 FEET FOR LOT 1, 24 AND 34
GARAGE FRONT:	18.00 FEE
SIDE:	6.00 FEET OR EASEMENT WHICHEVER IS GREATER

4. 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 NO COMMERCIAL USE SHALL BE ALLOWED FOR LOTS 2 THROUGH 23 AND LOTS 35 THROUGH 44. (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.

5. CORNER MARKERS, CONSISTING OF A ONE–HALF (1/2) INCH STEEL ROD 18 INCHES IN LENGTH, WITH PLASTIC CAP STAMPED "RIO DELTA SURVEYING", HAVE BEEN DRIVEN FLUSH WITH THE GROUND SURFACE TO MARK THE CORNERS OF ALL LOTS.

6. THE FOLLOWING BENCHMARKS ARE IDENTIFIED ON THE FACE OF THE PLAT AND ON THE ATTACHED ENGINEERING PLANS.

–>B.M. NO. 1–ELEV. 85.00 (NAVD 1988) TOP OF SPINDEL LOCATED ON THE SOUTHEAST CORNER OF THIS SUBDIVISION DEVELOPMENT. REFER TO PLAT

–>B.M. NO. 2–ELEV. 81.45 (NAVD 1988) TOP OF TYPE "A" INLET LOCATED ON THE NORTHWEST CORNER OF LOT 42. REFER TO PLAT

7. IN ACCORDANCE WITH THE HIDALGO COUNTY DRAINAGE DISTRICT NO. 1 AND HIDALGO COUNTY REQUIREMENTS, THIS DEVELOPMENT WILL BE REQUIRED TO DETAIN A TOTAL OF 42,242.00 CUBIC–FEET (0.97 ACRE–FEET) OF STORM WATER RUNOFF. DRAINAGE RETENTION IN ACCORDANCE WITH THE LOCAL REQUIREMENTS WILL BE ACCOMPLISHED AS FOLLOWS: (SEE SHEET No.3 FOR STORM SEWER IMPROVEMENTS.)

8. NO STRUCTURE SHALL BE PERMITTED OVER ANY EASEMENT. EASEMENTS SHALL BE KEPT CLEAR OF BUILDINGS, SHEDS, SHRUBS TREES, AND OTHER PLANTINGS (EXCEPT LOW, LESS THAN 18 INCHES MATURE HEIGHT, GROUND COVER, GRASS, OR FLOWERS) AND OTHER OBSTRUCTIONS THAT WOULD INTERFERE WITH THE OPERATIONS AND MAINTENANCE OF THE EASEMENT.

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. 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 LIGHT CLEARANCES SHALL BE ISSUED UNTIL THE SITE PLAN, DRAINAGE PLAN AND OSSF PLAN ARE APPROVED AND PROPOSED IMPROVEMENTS ARE CONSTRUCTED IN ACCORDANCE WITH COUNTY AND STATE STANDARDS.

12 ON–SITE SEWAGE FACILITIES (OSSF) NOTE: THIS SUBDIVISION SHALL USE ON–SITE SEWAGE FACILITIES IN ACCORDANCE WITH TCEQ AND HIDALGO COUNTY REGULATIONS FOR SEWAGE DISPOSAL. THE SUBDIVIDER IS RESPONSIBLE FOR PROVIDING AN OSSF ON ALL LOTS.

A. OSSF SYSTEM IS BEING DESIGNED FOR DISPOSAL OF DOMESTIC SEWERAGE ONLY. A SEPARATE DESIGN SHALL BE SUBMITTED FOR COMMERCIAL USE.

B. EACH LOT ON THIS PLAT COMPLIES WITH THE MINIMUM 21,780 SQUARE FEET LOT AREA WITH POTABLE WATER SUPPLY.

C. OSSF SYSTEM SHALL REQUIRE INSPECTION AND APPROVAL BY HIDALGO COUNTY AUTHORIZED DEPARTMENT

D. SOIL ANALYSIS HAVE BEEN SUBMITTED TO THE AUTHORIZED HIDALGO COUNTY DEPARTMENT AND EXCERPTS MAY BE ALSO SEEN ON THE UTILITY LAYOUT FOR THIS SUBDIVISION AS SUBMITTED TO THE HIDALGO COUNTY PLANNING DEPARTMENT. THE ENGINEER HAS DETERMINED THAT THE SOIL IS SUITABLE FOR A STANDARD SEPTIC TANK AND ABSORPTIVE DRAIN FIELD SYSTEM.

E. APPROVED "OSSF" PERMIT APPLICATION IS REQUIRED INCLUDING INDIVIDUAL LOT PLANNING MATERIALS PRIOR TO OCCUPYING A LOT.

13. THERE ARE NO WATER WELLS WITHIN 150 FEET FROM THE BOUNDARIES ON THIS SUBDIVISION

14. KYNDEL W. BENNETT , THE OWNER & SUBDIVIDER OF LAS BRISAS HEIGHTS SUBDIVISION, 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. ALL CONSTRUCTION SHALL COMPLY WITH STORM WATER POLLUTION PREVENTION PLAN (SW3P) REQUIREMENTS.

16. LOTS 1, 24, AND 35 SHALL NOT HAVE ACCESS/DRIVEWAY ONTO TOWER ROAD AND IOWA ROAD, UNLESS UTILIZED FOR COMMERCIAL USE. IF THE AFOREMENTIONED LOTS ARE UTILIZED FOR COMMERCIAL USE THE LOT OWNER SHALL BE REQUIRED TO INSTALL A BUFFER FENCE ABUTTING ALL RESIDENTIAL LOTS AND MUST COMPLY WITH THE HIDALGO COUNTY PLANNING DEPARTMENT SITE PLAN REVIEW AS PER PLAT NOTE NO.11.

17. LOTS 26 THROUGH 33 SHALL HAVE A 30'x30' SHARED DRIVEWAY ACCESS EASEMENT INTO IOWA ROAD CONSTRUCTED BY DEVELOPER. IF SHARE DRIVEWAY IS UTILIZED FOR COMMERCIAL USE, THE LOT OWNER SHALL BE REQUIRED TO INSTALLED A BUFFER FENCE ABUTTING ALL RESIDENTIAL LOTS AND MUST COMPLY WITH THE HIDALGO COUNTY PLANNING DEPARTMENT SITE PLAN AND REVIEW AS PER PLAT NOTE 11.

18. REGIONAL DRAINAGE FACILITY (RDF) FOR THIS DEVELOPMENT SHALL BE DEDICATED TO HCDD No. 1 AS SHOWN ON THE PLAT. CONSTRUCTION SHALL BE IN ACCORDANCE WITH COUNTY AND HCDD No. 1 SPECIFICATION. HCDD No. 1 SHALL BE RESPONSIBLE FOR THE MAINTENANCE OF SAID RDF. NO FILL OR PERMANENT STRUCTURES SHALL BE ALLOWED WITHIN THE RDF EASEMENT.

19. ALL LOTS SHALL HAVE A POST DEVELOPMENT FINISHED GRADE FROM THE CENTER OF THE LOT TO THE CURB AND/OR ROADSIDE DITCH AT A 0.5 % SLOPE TO ACCOMPLISH POSITIVE DRAINAGE. THIS IS IN ACCORDANCE WITH HIDALGO COUNTY SUBDIVISION RULES APPENDIX 3.1.4.

PLAT OF LAS BRISAS HEIGHTS SUBDIVISION

A 27.98 ACRE TRACT OF LAND OUT OF LOT 6 BLOCK 61, ALAMO LAND AND SUGAR COMPANY'S SUBDIVISION, HIDALGO COUNTY, TEXAS AS PER MAP RECORDED IN VOLUME 1 PAGES 24–26 MAP RECORDS OF HIDALGFO COUNTY, TEXAS,

PREPARED BY: K K ENGINEERING CONSULTANT
DATE: DECEMBER, 2014

STATE OF TEXAS COUNTY OF HIDALGO
OWNER'S DEDICATION, CERTIFICATION, AND ATTESTATION

LAS BRISAS HEIGHTS RGV, L.P., AS OWNER OF THE 27.98 ACRES TRACT OF LAND ENCOMPASSED WITHIN THE PROPOSED LAS BRISAS HEIGHTS 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.

_____ _____
OWNER: DATE
LAS BRISAS HEIGHTS RGV, L.P.,
A TEXAS LIMITED PARTNERSHIP
BY: KRJ RGV, L.L.C.,
A TEXAS LIMITED LIABILITY COMPANY
ITS: GENERAL PARTNER
BY: KYNDEL W. BENNETT, PRESIDENT
P.O. BOX 365
LA BLANCA, TX 78558

STATE OF TEXAS COUNTY OF HIDALGO

BEFORE ME, THE UNDERSIGNED AUTHORITY ON THIS DAY PERSONALLY APPEARED KYNDEL W. BENNETT KNOWN TO ME TO BE THE PERSON (S) WHOSE NAME (S) IS (ARE) SUBSCRIBED TO THE FOREGOING INSTRUMENT. AND ACKNOWLEDGED TO ME THAT HE (THEY) EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATIONS THEREIN EXPRESSED AND IN THE CAPACITY THEREIN STATED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS THE_____DAY OF_____ 201____.

_____
NOTARY PUBLIC IN AND FOR THE
STATE OF TEXAS
MY COMMISSION EXPIRES_____

THIS PLAT IS HEREBY APPROVED BY THE HIDALGO COUNTY IRRIGATION DISTRICT No. 2 ON THIS, THE_____DAY OF_____, 201____.

NO IMPROVEMENTS OF ANY KIND(INCLUDING WITHOUT LIMITATION, TREES, FENCES, AND BUILDINGS) SHALL BE PLACED UPON HIDALGO COUNTY IRRIGATION DISTRICT #2 RIGHT–OF–WAYS OR EASEMENTS.

_____ ATTEST_____
PRESIDENT SECRETARY

HIDALGO COUNTY DRAINAGE DISTRICT No. 1 HEREBY CERTIFIES THAT THE DRAINAGE PLANS FOR THIS SUBDIVISION COMPLY WITH THE MINIMUM STANDARDS OF THE DISTRICT ADOPTED UNDER TEX§ WATER CODE 49,211(C). THE DISTRICT HAS NOT REVIEWED AND DOES NOT CERTIFY THAT THE DRAINAGE STRUCTURES DESCRIBED ARE APPROPRIATE FOR THE SPECIFIC SUBDIVISION, BASED ON GENERALLY ACCEPTED ENGINEERING CRITERIA. IT IS THE RESPONSIBILITY OF THE DEVELOPER OF THE SUBDIVISION AND ITS ENGINEER TO MAKE THESE DETERMINATIONS.

HIDALGO COUNTY DRAINAGE DISTRICT No. 1

BY: _____

_____

HIDALGO COUNTY CERTIFICATE OF PLAT APPROVAL

I THE UNDERSIGNED CERTIFY THAT THIS PLAT OF LAS BRISAS HEIGHTS SUBDIVISION WAS REVIEWED AND APROVED BY THE HIDALGO COUNTY HEALTH DEPARTMENT ON,_____, _____.

_____ _____.
HIDALGO COUNTY ENVIRONMENTAL HEALTH DIVISION MANAGER DATE

STATE OF TEXAS
COUNTY OF HIDALGO

I, KAMBIZ S. KHADEMI A REGISTERED PROFESSIONAL ENGINEER IN THE STATE OF TEXAS, HEREBY CERTIFY THAT PROPER ENGINEERING CONSIDERATION HAS BEEN GIVEN TO THIS PLAT.

DATED THIS THE ___ DAY OF _____ 201__

_____
REGISTERED PROFESSIONAL ENGINEER

No.57767 STATE OF TEXAS

STATE OF TEXAS
KAMBIZ S. KHADEMI
57767
REGISTERED
PROFESSIONAL ENGINEER

STATE OF TEXAS
COUNTY OF HIDALGO

I, JOSE MARIO GONZALEZ, REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF TEXAS, DO HEREBY CERTIFY THAT THIS PLAT AND DESCRIPTION OF THE AS BRISAS HEIGHTS SUBDIVISION WAS PREPARED FROM A SURVEY OF THE PROPERTY MADE ON THE GROUND UNDER MY SUPERVISION.

DATED THIS THE _____ DAY OF _____ 201__

_____
REGISTERED PROFESSIONAL SURVEYOR

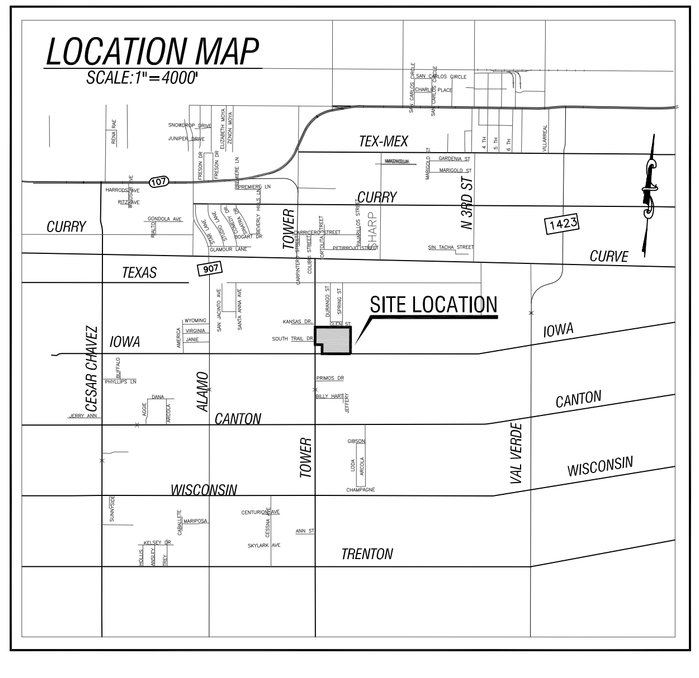
NO.5571 STATE OF TEXAS

STATE OF TEXAS
REGISTERED
JOSE MARIO GONZALEZ
5571
PROFESSIONAL
LAND SURVEYOR

LEGEND	
△	C.P.S FOUND
⊗	PK NAIL SET
●	1/2" I.R. SET
○	1/2" IRON ROD FOUND
◉	1/2" PIPE FOUND

LOCATION MAP

SCALE:1"=4000'



LOCATION OF SUBDIVISION WITH RESPECT TO THE EXTRATERRITORIAL

LAS BRISAS HEIGHTS IS LOCATED ON THE NORTH EAST CORNER OF TOWER ROAD AND IOWA ROAD. THE ONLY NEARBY MUNICIPALITY IS THE CITY OF EDINBURG, ACCORDING TO THE OFFICIAL MAP IN THE OFFICES OF THE SECRETARY OF THE CITY OF EDINBURG (POPULATION 77,100 – 2010 CENCUS) AND HIDALGO COUNTY PLANNING DEPARTMENT. THIS SUBDIVISION LIES WITHIN THE 5 MILE EXTRATERRITORIAL JURISDICTION (ETJ) OF THE CITY OF EDINBURG UNDER LOCAL GOVERNMENT CODE 212.001 PRECINCT. No. 4.

STATE OF TEXAS
COUNTY OF HIDALGO

UNDER LOCAL GOVERNMENT CODE § 232.028(a)

WE THE UNDERSIGNED CERTIFY THAT THIS PLAT OF THE LAS BRISAS HEIGHTS SUBDIVISION WAS REVIEWED AND APPROVED BY THE HIDALGO COUNTY COMMISSIONERS COURT ON _____, _____

_____ _____
HIDALGO COUNTY JUDGE DATE

ATTEST: _____ _____
HIDALGO COUNTY CLERK DATE

THE COUNTY OF HIDALGO TEXAS

FILED FOR RECORD IN
HIDALGO COUNTY
ARTURO GUAJARDO, JR.
HIDALGO COUNTY CLERK

ON: _____AT_____ AM/PM
INSTRUMENT NUMBER_____
OF THE MAP RECORDS OF HIDALGO COUNTY, TEXAS

BY:_____ DEPUTY

INDEX TO SHEETS OF AS LAS BRISAS HEIGHTS SUBDIVISION	
SHEET 1	HEADING; INDEX; LOCATION MAP; AND ETJ; PRINCIPAL CONTACTS; PLAT WITH LOT, STREETS, AND EASEMENT DESIGNATIONS; LEGAL DESCRIPTION (METES AND BOUNDS); SURVEYOR' S AND ENGINEER'S CERTIFICATION; PLAT NOTES AND RESTRICTIONS; OWNER'S DEDICATION, CERTIFICATION, AND ATTESTATION; COUNTY CLERK'S RECORDING CERTIFICATE; HIDALGO COUNTY JUDGE CERTIFICATE OF PLAT APPROVAL; DESCRIPTION OF LOCATION OF SUBDIVISION WITH RESPECT TO THE ETJ OF A MUNICIPALITY AND DESIGNATE THE PRECINCT THE PROJECT IS SITUATED; H.C.D.D. NO. 1 CERTIFICATION; HIDALGO COUNTY IRRIGATION DISTRICT No.2 AND HCHD. REVISION NOTES.
SHEET 2	WATER DISTRIBUTION AND SANITARY SEWER MAP; TYPICAL WATER SERVICE CONNECTION; REVISION NOTES; ENGINEERING REPORT (ENGLISH AND SPANISH VERSION), INCLUDING DESCRIPTION OF WATER AND WASTE WATER AND ENGINEER'S CERTIFICATION (ENGLISH AND SPANISH VERSION); OWNER'S DEDICATION, CERTIFICATION, AND ATTESTATION. WATER DISTRIBUTION AND OSSF MAP; TYPICAL WATER SERVICE CONNECTION
SHEET 3	DRAINAGE REPORT INCLUDING DESCRIPTION OF DRAINAGE AND HOW IT WILL SERVE THIS DEVELOPMENT; MAP OF TOPOGRAPHY AND DRAINAGE, AND ENGINEER'S CERTIFICATION; REVISION NOTES; & CONSTRUCTION DETAILS.

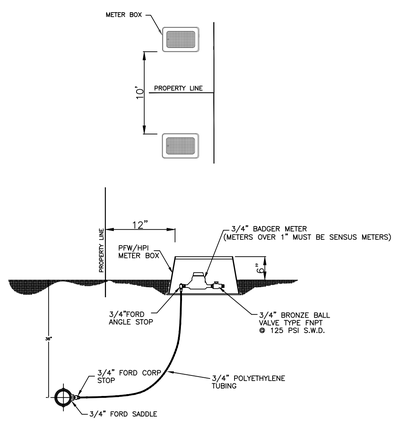
PRINCIPAL CONTACTS:

	Name	Address	City & Zip	Phone	Fax
OWNER:	KYNDEL W. BENNETT, BENNETT–FLORES INVESTMENTS, LLC.	P.O. BOX 365	LA BLANCA 78558	(956) 464–4431	(956) 464–2597
ENGINEER:	KAMBIZ S. KHADEMI P.E.	410 E. DOVE AVE.	McALLEN 78504	(956) 630–2125	(956) 630–2219
SURVEYOR:	JOSE MARIO GONZALEZ R.P.L.S.	24593 FM88	MONTE ALTO 78538	(956) 380–5154	(956) 380–5156

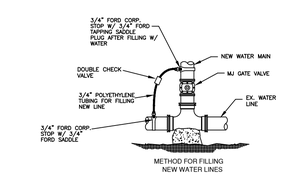
K K Engineering Consultant
GENERAL PROFESSIONAL CIVIL ENGINEERING SERVICES
(FIRM REGISTRATION #F–1334)
410 E. DOVE
P.O. BOX 3422 McALLEN, TEXAS 78502
(956) 630–2125 FAX (956) 630–2219



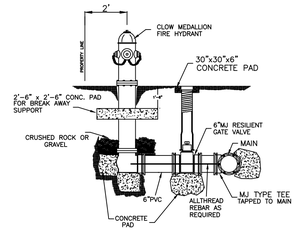
CONSTRUCTION COST ESTIMATE:	
1–WATER:	$72,440.00
2–OSSF:	$54,780.00
3–PAVING:	$169,842.80
4–DRAINAGES:	$74,131.70
TOTAL:	$371,194.50



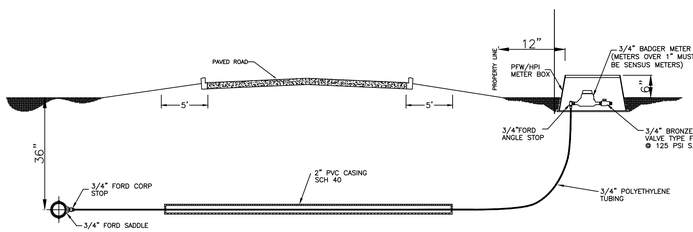
SHORT SERVICE CONNECTION



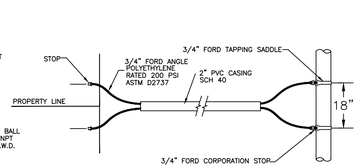
METHOD FOR FILLING NEW WATER LINES



FIRE HYDRANT ASSEMBLY

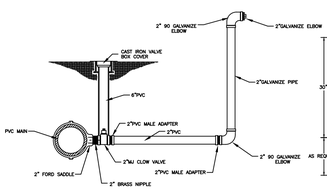


NOTE: PVC ENCASEMENT SHOULD EXTEND THE MINIMUM OF 5' OF EDGE OF PAVEMENT ON BOTH SIDES OF ROAD

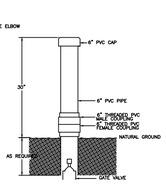


LONG SERVICE CONNECTION

NOTE: MAGNETIC TAPE (CAUTION TAPE) BURIED 16" BELOW NATURAL GROUND



FLUSH VALVE ASSEMBLY



STANDARD VALVE MARKER

FINAL WATER AND SEWER ENGINEERING REPORT

WATER SUPPLY: DESCRIPTION, COST, AND OPERABILITY DATE:
LAS BRISAS HEIGHTS SUBDIVISION HAS BEEN 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" WATER LINE ALONG THE WEST R.O.W. LINE OF TOWER ROAD AND A 8" WATER LINE ALONG THE NORTH ROW OF IOWA RD WITHIN A 15 FOOT N.A.W.S.C EASEMENT. FROM THESE PREVIOUSLY MENTIONED 12" WATER LINES DEVELOPER WILL INSTALLED ONE (1) NEW 8" WATER LINES RUNNING NORTH ALONG SOUTH TOWER TRAIL ROAD AND ALONG SPRING STREET RUNNING NORTH AND SOUTH CONNECTING TO THE EXISTING 8" WATER SYSTEM OF TOWER TRAILS SUBDIVISION AND IOWA ROAD.

WATER DISTRIBUTION FOR THE LAS BRISAS HEIGHTS SUBDIVISION CONSISTS OF THIRTY EIGHT (38)–1" DIAMETER DUAL SERVICE LINES AND SIX (6) ¾" SINGLE SERVICE LINES.. THE 8" WATERLINES, THE DUAL SERVICE LINES, THE METER BOXES & LOCKS HAVE ALREADY BEEN INSTALLED, AT A TOTAL COST OF $59,750.00 OR $1,357.95 PER LOT. IN ADDITION, THE SUBDIVIDER HAS PAID N.A.W.S.C. THE SUM OF $27,800.00, WHICH COVERS THE $631.82 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 3 FIRE HYDRANTS AT A UNIT COST OF $4,230.00 FOR A TOTAL COST OF $12,690.00. 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 LAS BRISAS HEIGHTS SUBDIVISION WILL BE TREATED BY INDIVIDUAL ON–SITE SEWAGE FACILITIES ("OSSF") CONSISTING OF A STANDARD DESIGN DUAL COMPARTMENTS SEPTIC TANK AND A DRAIN FIELD ON EACH LOT. JOSE A. GONZALEZ SITE EVALUATOR REG.# 122758, 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 REPLACEMENTS DRAIN FIELD.

EACH LOT IN THE PROPOSED SUBDIVISION IS AT LEAST 1/2 ACRE IN SIZE. THE NATURAL RESOURCE CONSERVATION SERVICE SOUL SURVEY BOOK INDICATED A SANDY LOAM SOIL FOR THE AREA. TOTAL OF 8 BORES WERE DONE (ADDITIONAL BORINGS WERE UNNECESSARY BECAUSE THE SOILS ARE VERY UNIFORM WITHIN THIS LIMIT AREA). THE SOIL IS A UNIFORM SANDY LOAM CLASS III, EXTENDING UP TO 36" BELOW THE BOTTOM OF ANY PROPOSED EXCAVATIONS. THERE IS NO INDICATION OF GROUNDWATER OR A RESTRICTIVE LAYER WITHIN 24" OF BOTTOM OF THE PROPOSED EXCAVATIONS. THE SUBDIVISION DRAINS WELL.

THE COST OF THE INSTALLATION OF THE SEPTIC SYSTEM ON AN INDIVIDUAL LOT WAS $1,200.00, INCLUDING THE COST FOR THE REQUIRED PERMIT AND LICENSE. ALL OSSF'S HAVE BEEN INSTALLED AND FINALIZED AT THIS TIME AT A TOTAL COST OF $76,800.00. THE HIDALGO COUNTY HEALTH DEPARTMENT HAS INSPECTED AND APPROVED THE INSTALLATION OF ALL OSSF.

ENGINEER CERTIFICATION:
BY MY SIGNATURE BELOW, I CERTIFY THAT THE WATER AND SEWAGE SERVICE FACILITIES DESCRIBED ABOVE ARE IN COMPLIANCE WITH THE MODEL RULES ADOPTED UNDER SECTION 16.343, WATER CODE. I CERTIFY THAT THE COST TO INSTALL THE WATER DISTRIBUTION SYSTEM AND ONSITE SEWAGE FACILITIES, DISCUSSED ABOVE, ARE AS FOLLOWS:

WATER FACILITIES – THESE FACILITIES FULLY CONSTRUCTED, WITH THE INSTALLATION OF WATER METERS, WILL COST A GRAND TOTAL OF $100,240.00 WHICH EQUALS TO $2,278.18 PER LOT.

SEWAGE FACILITIES – SEPTIC SYSTEM HAS BEEN INSTALLED AT A TOTAL COST OF $1,200.00 PER LOT (ALL INCLUSIVE), FOR A TOTAL OF $76,800.00 FOR THE ENTIRE SUBDIVISION.

KAMBIZ S. KHADEMI, PE
P.E. # 57767

DATE

STATE OF TEXAS
KAMBIZ S. KHADEMI
57767
REGISTERED PROFESSIONAL ENGINEER

PROVISIÓN DE AGUA: DESCRIPCIÓN, GASTOS Y FECHAS DE INICIO
LAS BRISAS HEIGHTS SUBDIVISION HA SIDO PROVEÍDA DE AGUA POTABLE POR NORTH ALAMO WATER SUPPLY CORP. (N.A.W.S.C). EI DUENO Y N.A.W.S.C. HAN HECHO UN CONTRATO EN CUAL N.A.W.S.C. HA PROMETIDO PROPORCIONAR SUFICIENTE AGUA A LA SUBDIVISIÓN DURANTE AL MENOS 30 AÑOS Y N.A.W.S.C. HA PROPORCIONADO LA DOCUMENTACIÓN PARA ESTABLECER SUFICIENTEMENTE LA CANTIDAD Y LA CALIDAD DE LOS ABASTECIMIENTOS DE AGUA DISPONIBLES PARA SERVIR EL DESARROLLO LLENO DE ESTA SUBDIVISIÓN. N.A.W.S.C. TIENE UNA LINEA DE 12" A LADO OESTE DE LA CALLE TOWER ROAD Y UNA LINEA DE 8" A LADO NORTE DE LA CALLE IOWA ROAD CORRIENDO DENTRE DE UN DERENCHO DE PASO DE 15' QUE LE PERTENESE A N.A.W.S.C. DE ESTA LINEA YA MENCIONADA DE 12" SE INSTALARA UNA NUEVA LINEA DE 8 PULGADAS A LADO NORTE DE LA CALLE SOUTH TRAIL DRIVE Y OTRA LINEA DE 8" QUE SE INSTALLARA A LADO OESTE DE LA CALLE SPRING CON DIRECCION NORTE Y SUR CONECTADO AL SYSTEMA EXISTENTE DE LA SUBDIVISION TOWER TRAILS Y LA CALLE IOWA ROAD.

DISTRIBUCIÓN DE AGUA PARA LAS BRISAS HEIGHTS SUBDIVISIÓN CONSISTE EN SEIS (6) LINEAS DE ¾" SERVICIO TREINTA Y OCHO (38) LINEAS DE 1" DIÁMETRO DE SERVICIO DUALES CUALES TERMINAN EN LAS CAJA DEL MEDIDOR CON CANDADOS DE CADA SOLAR. LAS LÍNEAS DE SERVICIO DUALES Y SENCILLAS DE ¾" Y LAS CAJAS DEL MEDIDOR HAN SIDO INSTALADAS A UN COSTO TOTAL DE $59,750.00 O $1,357.95 POR LOTE. EL DUEÑO DE LA SUBDIVISIÓN TAMBIÉN LE HA PAGADO A LA COMPAÑÍA N.E.W.S.C. $27,800.00, DE ACUERDO AL CONTRATO DE LA CARTA DE 30 AÑOS LA CUAL CUBRE EL COSTO DEL MEDIDOR MECÁNICO DE AGUA PARA CADA LOTE, $631.82. 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.E.W.S.C. LO INSTALARA SIN ALGÚN GASTO AL DUEÑO. EL DUEÑO DE LA SUBDIVISIÓN TAMBIÉN HA INSTALADO 3 BOCAS DE RIEGO (FIRE HYDRANT) A UN COSTO INDIVIDUAL DE $4,230.00 A UN COSTO TOTAL DE $12,690.00 . EL SISTEMA DE AGUA ESTARÁ EN FUNCIONAMIENTO COMPLETO ANTES O EN LA FECHA, EN LA CUAL LA SUBDIVISIÓN SEA REGISTRADA EN EL CONDADO DE HIDALGO.

DRENAJE: DESCRIPCIÓN, GASTOS Y FECHA DE INICIO PARA FACILITAR EL DRENAJE PARA LA SUBDIVISIÓN
SE INSTALARA UNA FOSA SÉPTICA EN CADA SOLAR. ESTA FOSA SETICA CONSISTE DE UN TANQUE SÉPTICO DE MODELO DUAL Y DE UN CAMPO DE DRENAJE PARA EL SOLAR. JOSE A. GONZALEZ EVALUADOR DE SUELOS REG.# 12258 EH 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 8 EXCAVACIONES DE EVALUACIÓN DE SUELO EN LUGARES OPUESTOS EN LA SUBDIVISIÓN (EXCAVACIONES ADICIONALES NO FUERON NECESARIAS PORQUE EL TERRENO EN ESTA ÁREA ES SIGNIFICANTEMENTE UNIFORME). EL TERRENO ES UNIFORME (TERRENO ARCILLOSO Y SUELO FRANCO) Y SE EXTIENDE A 36 PULGADAS BAJO TODAS LAS EXCAVACIONES PROPUESTAS. NO EXISTE EVIDENCIA DE AGUA 24 PULGADAS MAS ARRIBA DE LO MAS BAJO DE LAS EXCAVACIONES PROPUESTAS. EL AGUA EN ESTA ÁREA FLUYE BIEN.

EL COSTO TOTAL PARA LA INSTALACIÓN DE UN SISTEMA INDIVIDUAL DE FOSAS SÉPTICAS POR SOLAR SON $1,200.00 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 $76,800.00. EL DEPARTAMENTO DE SALUBRIDAD DEL CONDADO DE HIDALGO HA INSPECCIONADO TODOS LAS FOSAS SÉPTICAS Y AH APROBADO LA INSTALACIÓN DEL SISTEMA DE FOSAS SEPTICAS.

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 $100,240.00 O $2,278.18 POR LOTE

DRENAJE: SE ESTIMA QUE LA FOSA SÉPTICA COSTARA $1,200.00 POR SISTEMA A UN COSTO TOTAL DE $76,800.00 TODA LA SUBDIVISIÓN.

KAMBIZ S. KHADEMI, PE
P.E. # 57767

DATE

STATE OF TEXAS
KAMBIZ S. KHADEMI
57767
REGISTERED PROFESSIONAL ENGINEER

SUBDIVIDER CERTIFICATION:

1.–BY COMPLETING THE IMPROVEMENTS DESCRIBED ON THE PLAT, SUBDIVIDER WILL COMPLY WITH MINIMUM STATE STANDARDS AND THAT (a)WATER QUALITY AND CONNECTIONS INCLUDING WATER METERS TO THE LOTS MEET SUCH STANDARDS AND (b)SEWER CONNECTIONS TO THE LOTS OR SEPTIC TANKS MEET OR WILL MEET SUCH STANDARDS AND WILL BE CONSTRUCTED IN ACCORDANCE WITH STATE AND COUNTY REGULATIONS.

SUBDIVIDER STATEMENT:

1.–I KYNDEL W. BENNETT SUBDIVIDER OF LAS BRISAS HEIGHTS SUBDIVISION HEREBY CERTIFY SEWER PERMITS HAVE BEEN PAID AND ARE ON FILE WITH HIDALGO COUNTY HEALTH DEPARTMENT AND THAT AN ADEQUATE DRINKING WATER SOURCE IS IMMEDIATELY AVAILABLE TO EACH LOT OF THE TYPE, QUALITY AND QUANTITY TO ENABLE EACH PERSON PURCHASING A LOT TO HAVE ADEQUATE WATER TO COMPLY WITH THE REGULATIONS AND THE LAWS OF THE STATE REQUIRED BY STATE AND COUNTY REGULATIONS.

OWNER:
LAS BRISAS HEIGHTS RGV, L.P.,
A TEXAS LIMITED PARTNERSHIP
BY: KRJ RGV, L.L.C.,
A TEXAS LIMITED LIABILITY COMPANY
ITS: GENERAL PARTNER
BY: KYNDEL W. BENNETT, PRESIDENT
P.O. BOX 365
LA BLANCA, TX 78558

DATE

STATE OF TEXAS
COUNTY OF HIDALGO

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED KYNDEL W. BENNETT KNOWN TO MY BY THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME FOR PURPOSED AND CONSIDERATION THEREIN STATED, GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS TIME _____ DAY OF _____, 20_____.

NOTARY PUBLIC
MY COMSTUART EXPIRES _____

BY	DATE	REVISION

K K Engineering Consultant
GENERAL PROFESSIONAL CIVIL ENGINEERING SERVICES
(FIRM REGISTRATION #–1334)
410 E. DOVE
P.O. BOX 3422
McALLEN, TEXAS 78502
(956) 630-2125
FAX (956) 630-2219

DRAWING DATE: DECEMBER, 2014
RELEASE DATE:
DESIGNED BY: K.K.
DRAWN BY: F.D.
CHECKED BY: K.K.
UPDATED DWG. BY:
SCALE: 1"= 100'

THE SEAL APPEARING ON THIS DOCUMENT WAS AUTHORIZED BY KHAMBIZ S. KHADEMI, P.E. 57767 DECEMBER/2014
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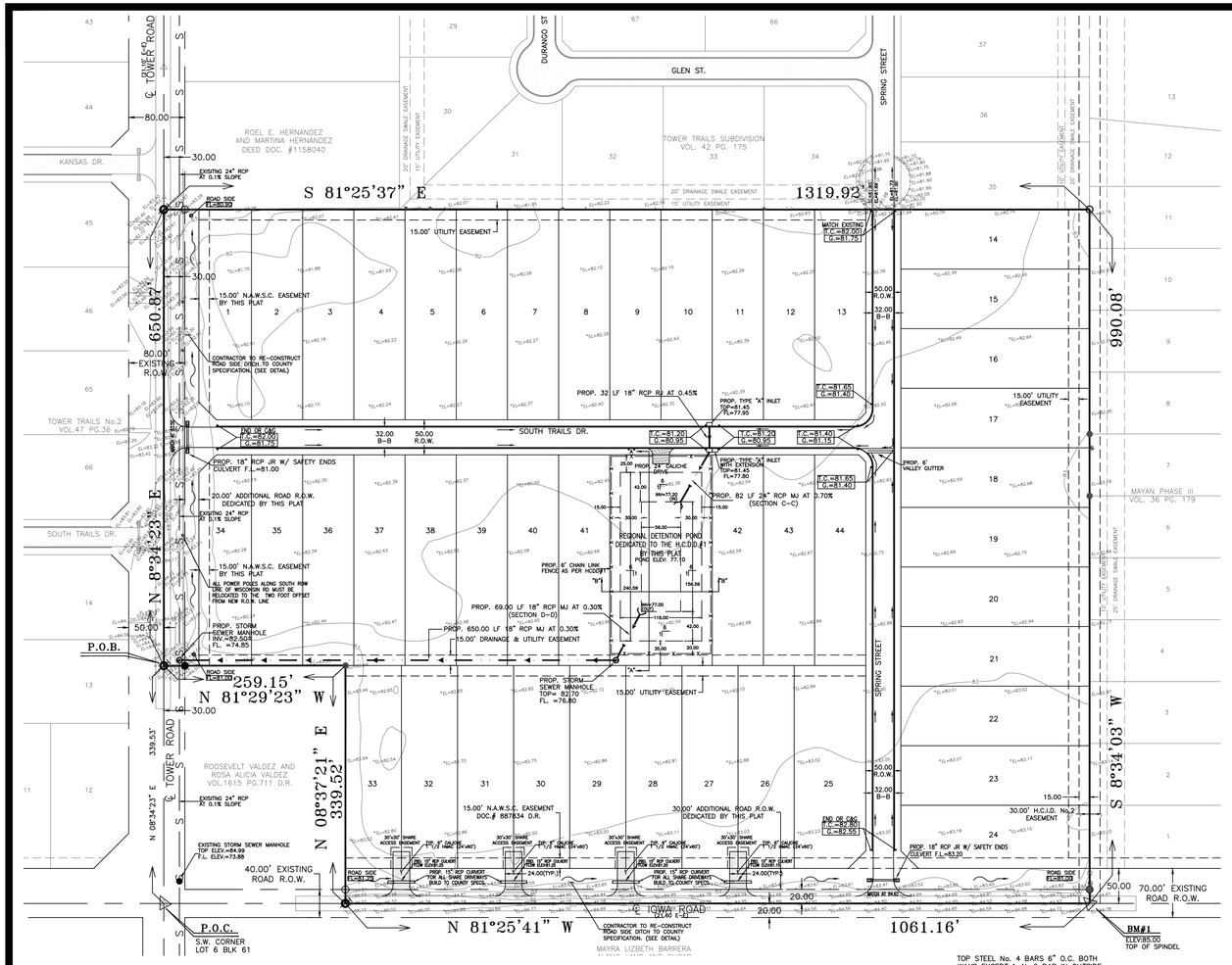
LAS BRISAS HEIGHTS SUBDIVISION
HIDALGO COUNTY
Pct. 4

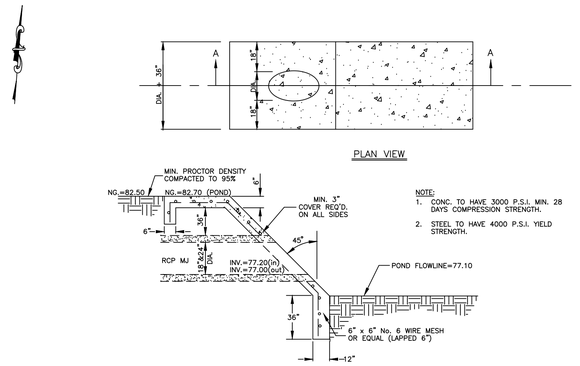
EXISTING TOPO AND PROPOSED WATER IMPROVEMENTS (NAWSC) AND SEPTIC TANKS

LAS BRISAS HEIGHTS, L.P.

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File Name: SEPTIC & WATER





LAS BRISAS HEIGHTS SUBD. DETENTION POND RIP-RAP

THE REFERENCED SUBDIVISION IS A 327.98-AC.TRACT OF LAND LOCATED ON THE NORTH EAST CORNER OF IOWA AND TOWER ROADS. THIS AREA IS IN THE 5 MILE ETJ OF CITY OF EDINBURG.

THE PROPOSED USE IS MOSTLY FOR SINGLE-FAMILY RESIDENTIAL LOTS (44). THE NATURAL DRAINAGE IN THE GENERAL AREA IS TO THE WEST INTO THE EXISTING IOWA ROAD SIDE DITCH RUNNING SOUTH INTO EXISTING 24" DRAINAGE PIPE OUT FALLING INTO THE EXISTING DRAINAGE DITCH (HCID #2). THE EXISTING RUNOFF FROM THE SITE FOR A 10-YEAR STORM IS 11.81 CUBIC FEET PER SECOND. (SEE TABLES I, IA, AND II).

THE PROPOSED DEVELOPMENT (DUE TO LARGE LOTS & SMALL HOMES) WILL VERY SLIGHTLY INCREASE RUNOFF WITHOUT DETENTION TO 15.46 CUBIC FEET PER SECOND BASED ON A 10-YEAR STORM. BASED ON THE COUNTY'S POLICY THAT THERE BE NO ADDITIONAL RUNOFF FROM A 10-YEAR STORM, A 42.242 CUBIC FEET (0.97 ACRE-FEET) OF DETENTION IS REQUIRED. A DETENTION POND WILL BE PROVIDED, DEDICATED TO THE COUNTY & SHOWN ON THE PLAT.

ADDITIONAL DRAINAGE IMPROVEMENTS ARE PROVIDED VIA STREET/GUTTER POSITIVE FLOW WITH CURB INLETS AND 24" R.C.P. AS WELL AS AN 18" R.C.P. RESTRICTED OUTFALL CONNECTING TO THE EXISTING 24" DRAINAGE PIPE, ALONG THE EAST SIDE OF IOWA ROAD.

FLOOR ELEV. (SEE PLAT NOTE) WILL BE SET ABOVE THE 100 YR. FLOOD. THIS SUBD. IS IN ZONE "C" FEMA FLOOD INSURANCE RATE MAP COMMUNITY PANEL NO.480334 0425 C REVISED NOV. 16, 1982.

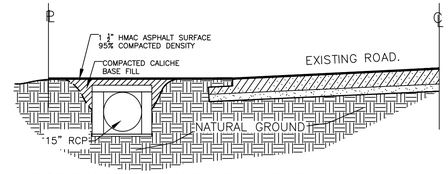
CERTIFICATION:

BY MY SIGNATURE BELOW, I CERTIFY THAT THIS SUBDIVISION IS LOCATED IN ZONE "C" AREAS OF MINIMAL FLOODING (NO SHADING), COMMUNITY PANEL NO. 480334 0425 C REVISED NOVEMBER 6, 1982.

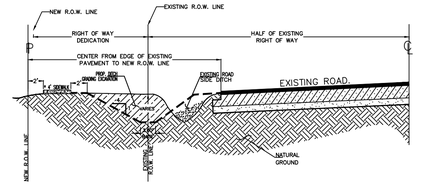
KAMBIZ S. KHADEMI
P.E. 5767

DATE

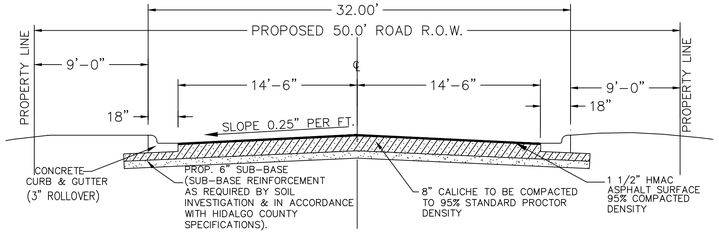
STATE OF TEXAS
KAMBIZ S. KHADEMI
57767
LICENSED PROFESSIONAL ENGINEER

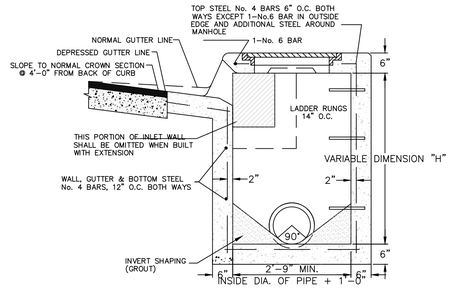


CROSS SECTION DETAIL OF SHARED DRIVEWAY WITH 15" RCP CULVERT N.T.S.

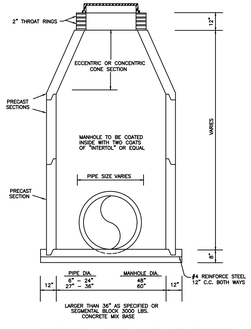


RECONSTRUCTION OF ROAD SIDE DITCH WITH SIDEWALK TO BE LOCATED WHEN REQUIRED.

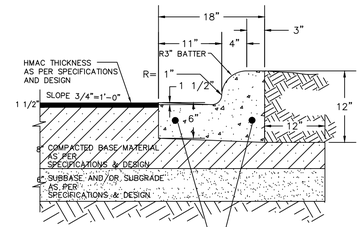




CURB INLET TYPE "A"

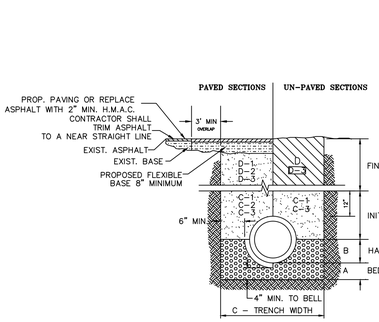


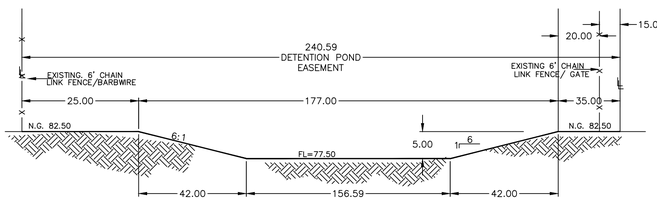
PRECAST CONCRETE MANHOLE DETAIL
NO SCALE



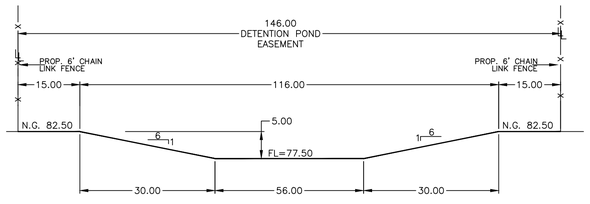
CURB AND GUTTER DETAIL (3" ROLLOVER) N.T.S

#4 X 24" LONG REF. BARS REQUIRED AT EXPANSION JOINTS

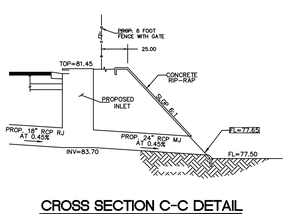




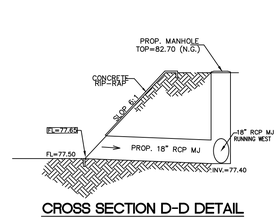
CROSS SECTION A-A DETAIL
N.T.S.



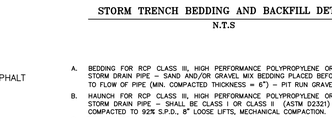
CROSS SECTION B-B DETAIL
N.T.S.



CROSS SECTION C-C DETAIL
N.T.S.



CROSS SECTION D-D DETAIL
N.T.S.



CONC. VALLEY GUTTER
N.T.S.

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" 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 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 + 4 FT. THROUGHOUT THE HEIGHT OF THE STRUCTURE.

C-1 INITIAL BACKFILL FOR RCP CLASS III STORM DRAIN PIPE ON CITY STREETS, 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 ON STATE MAINTAINED ROADWAYS – COMPACTED SAND/CEMENT 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 LIFT, 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 ROADWAYS – COMPACTED SAND/CEMENT 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 FOR STRUCTURES (INLETS, MANHOLES, ETC.) – STRUCTURES UNDER THE ROADWAY AND UP TO 5 FT BEYOND THE EDGE OF PAVEMENT/BACK OF CURB SHALL HAVE CLASS I OR CLASS II (ASTM D2321) OR SOIL TYPE A1, 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 (WELLPOINTS, 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".

NOTES:
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 WIDTH 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.

K K Engineering Consultant
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McALLEN, TEXAS 78502
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BY	DATE	REVISION

DRAWING DATE: DECEMBER, 2014
RELEASE DATE:
DESIGNED BY: K.K.
DRAWN BY: F.D.
CHECKED BY: K.K.
UPDATED DWG. BY:
SCALE: 1" = 100'

THE SEAL APPEARING ON THIS DOCUMENT WAS AUTHORIZED BY KHAMBIZ S. KHADEMI, P.E. 57767 DECEMBER/2014
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LAS BRISAS HEIGHTS SUBDIVISION

HIDALGO COUNTY
Pct. 4

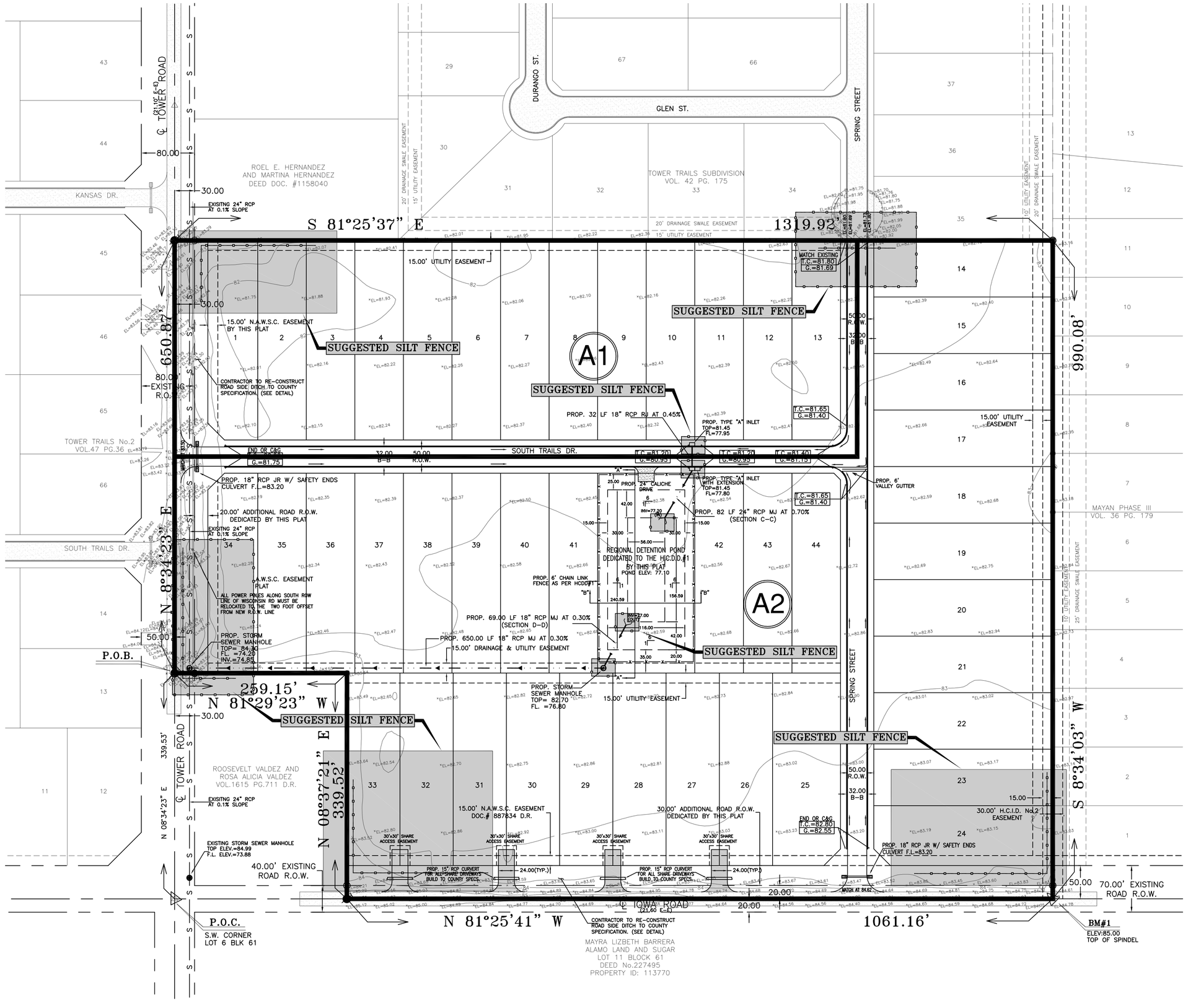
EXISTING TOPO AND PROPOSED PAVING, STORM DRAINAGE AND DETENTION POND

LAS BRISAS HEIGHTS, L.P.

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File Name: PAVING & DRAIANGE

SCALE:1"=100'



EROSION GENERAL NOTES:

1. IT IS THE INTENT OF THE INFORMATION PROVIDED ON THIS SHEET TO BE USED AS THE GENERAL GUIDELINES OF THE STORM WATER OF COMPLIANCE WITH FEDERAL REGULATIONS. THE CONTRACTOR SHALL PREPARE THE STORM WATER POLLUTION PREVENTION PLAN AND BE SOLELY RESPONSIBLE FOR ITS IMPLENTATION. THE STORM WATER POLLUTION PREVENTION PLAN SHALL MEET THE REQUIREMENTS SET FORTH BY THE TEXAS COMMISSION ON ENVIRONMENTAL QUALITY (TPDES)GENERAL PERMIT NO. TXR15000 TO DISCHARGE WASTE FROM CONSTRUCTION SITES ISSUED AND EFFECTIVE MARCH 5, 2003.

2. THE STORM WATER POLLUTION PLAN SHOULD ADDRESS THREE GOALS: A) DIVERSION OF UPSLOPE WATER AROUND DISTURBED AREAS OF THE SITE; B) LIMITS THE EXPOSURE OF DISTURBED AREAS TO THE SHORTEST DURATION POSSIBLE; AND C) REMOVAL OF SEDIMENT FROM STORM WATER BEFORE IT LEAVES THE SITE.

3. THE CONTRACTOR SHALL MAKE THE STORM WATER POLLUTION PREVENTION PLAN AVAILABLE, UPON REQUEST, TO (EPA).

4. THE CONTRACTOR MUST AMEND PLANS WHENEVER THERE IS A CHANGE IN DESIGN, CONSTRUCTION, OPERATION, OR MAINTENANCE OF THE PLAN, OR WHEN THE EFFECTIVE PLAN PROVES INEFFECTIVE. MODIFICATIONS INCLUDING DESIGN AND ALL ADDITIONAL MATERIALS AND WORK SHALL BE ACCOMPLISHED BY THE CONTRACTOR AT NO ADDITIONAL EXPENSE BY THE OWNER.

5. STABILIZATION MEASURES ARE TO BE INSPECTED AT A MINIMUM OF ONCE EVERY 14 DAYS AND WITHIN 24 HOURS AFTER ANY STORM EVENT GREATER THAN 0.5 INCHES. REPAIRS AND INADEQUACIES REVEALED BY THE INSPECTION MUST BE IMPLEMENTED WITHIN 7 CALENDAR DAYS FOLLOWING THE INSPECTION.

6. AN INSPECTION REPORT THAT SUMMARIZES INSPECTION ACTIVITIES AND IMPLEMENTATION OF THE STORM WATER POLLUTION PREVENTION PLAN SHALL BE RETAINED AND MADE PART OF THE PLAN.

7. ALL CONTRACTORS AND SUBCONTRACTORS IDENTIFIED IN THE PLAN MUST CERTIFY AS TO AN UNDERSTANDING OF THE NPDES GENERAL PERMIT BEFORE CONDUCTING ANY ACTIVITY IDENTIFIED IN THE POLLUTION PREVENTION PLAN.

8. THE CONTRACTOR SHALL ADOPT APPROPRIATE CONSTRUCTION SITE MANAGEMENT PRACTICES TO PREVENT THE DISCHARGE OF OILS, GREASE, PAINTS, GASOLINE, AND OTHER POLLUTANTS TO STORM WATER. APPROPRIATE PRACTICES CAN INCLUDE: DESIGNATING AREAS FOR EQUIPMENT MAINTENANCE AND REPAIR; REGULAR COLLECTION OF WASTE; CONVENIENTLY LOCATED WASTE RECEPTACLES; AND DESIGNATING AND CONTROLLING EQUIPMENT WASHDOWN.

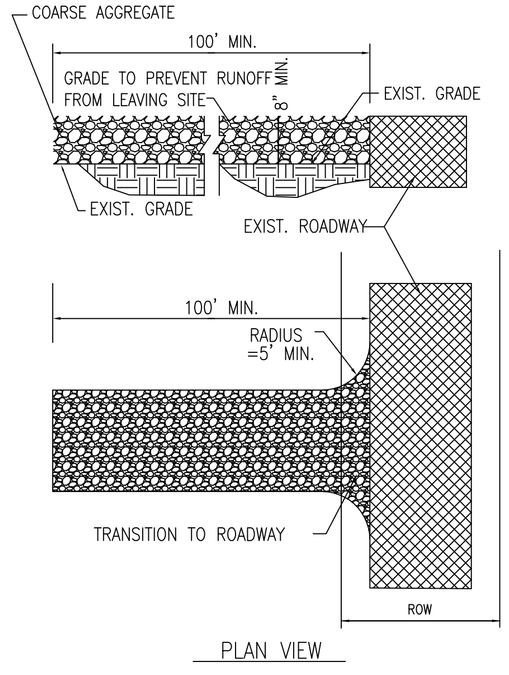
9. THE CONTRACTOR SHALL AMEND OR MODIFY THIS PLAN AS REQUIRED BY CONSTRUCTION MEANS, METHODS AND SEQUENCE. MODIFICATIONS SHALL NOT COMPROMISE THE INTENT OF REQUIREMENTS OF LAW AND THIS PLAN. MODIFICATIONS SHALL NOT BE BASIS FOR ADDITIONAL COST TO THE OWNER.

10. AREAS OF CONSTRUCTION ELSEWHERE ON THE JOB SITE SHALL CONFORM TO THE DETAILS SHOWN ON THE PLANS.

11. BORROW AREAS, IF EXCAVATED, SHALL BE PROTECTED AND STABILIZED UTILIZING THE PLAN DETAILS. ALL WORK SHALL CONFORM TO GOVERNMENTAL REQUIREMENTS AND BECOME PART OF THE STORM WATER POLLUTION PREVENTION PLAN (SWP3). THE WORK SHALL BE DONE BY THE CONTRACTOR AT NO ADDITIONAL EXPENSE TO THE OWNER.

12. ALL NON-PAVED AREAS SHALL BE MULCHED AND SEEDED WITH EROSION PROTECTION IMMEDIATELY UPON COMPLETION OF FINAL GRADING. THIS INCLUDES ALL DITCHED AND EMBANKMENTS. THE CONTRACTOR SHALL MAINTAIN FINAL GRADING AND KEEP SEEDED AREAS WATERED UNTIL FULLY ESTABLISHED AND ACCEPTED BY THE OWNER.

13. THE CONTRACTOR SHALL CONSTRUCT A STABILIZED CONSTRUCTION EXIT AT ALL TRAFFIC EXIT POINTS PRIOR TO EXITING ONTO ANY PAVED ROADWAY.

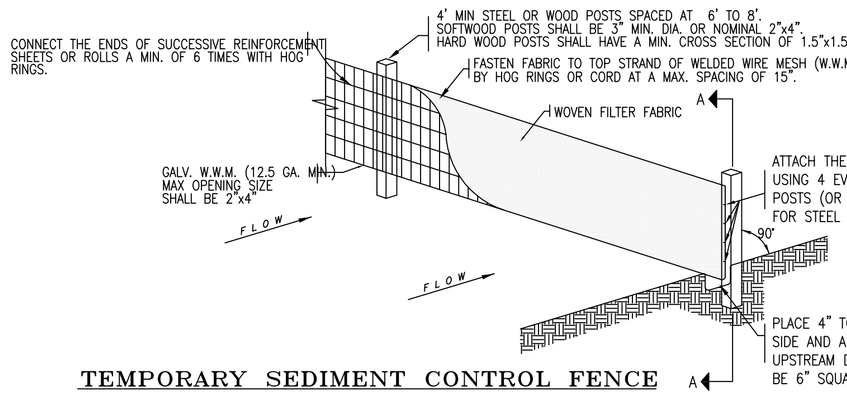


PLAN VIEW

NOTES:

1. STONE SHALL BE 3 TO 5 INCH DIA. CRUSHED ROCK OR ACCEPTABLE CRUSHED CEMENT CONCRETE.
2. WHEN NECESSARY, VEHICLES SHALL BE CLEANED TO REMOVE SEDIMENT PRIOR TO ENTRANCE ONTO A PUBLIC ROADWAY. WHEN WASHING IS REQUIRED, IT SHAL BE DONE ON AN AREA STABILIZED WITH CRUSHED STONE WITH DRAINAGE FLOWING AWAY FROM BOTH THE STREET AND THE STABILIZED ENTRANCE. ALL SEDIMENT SHALL BE PREVENTED FROM ENTERING ANY STORM DRAIN, DITCH OR WATERCOURSE USING APPROVED METHODS.
3. THE ENTRANCE SHALL BE PROPERLY GRADED OR INCORPORATE DRAINAGE SWALE TO PREVENT RUNOFF FROM LEAVING THE CONSTRUCTION SITE.
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 PAVEMENT SURFACES, MUST BE REMOVED IMMEDIATELY.

STABILIZED CONSTRUCTION EXIT
(CONTRACTOR TO CHOOSE LOCATION)



TEMPORARY SEDIMENT CONTROL FENCE

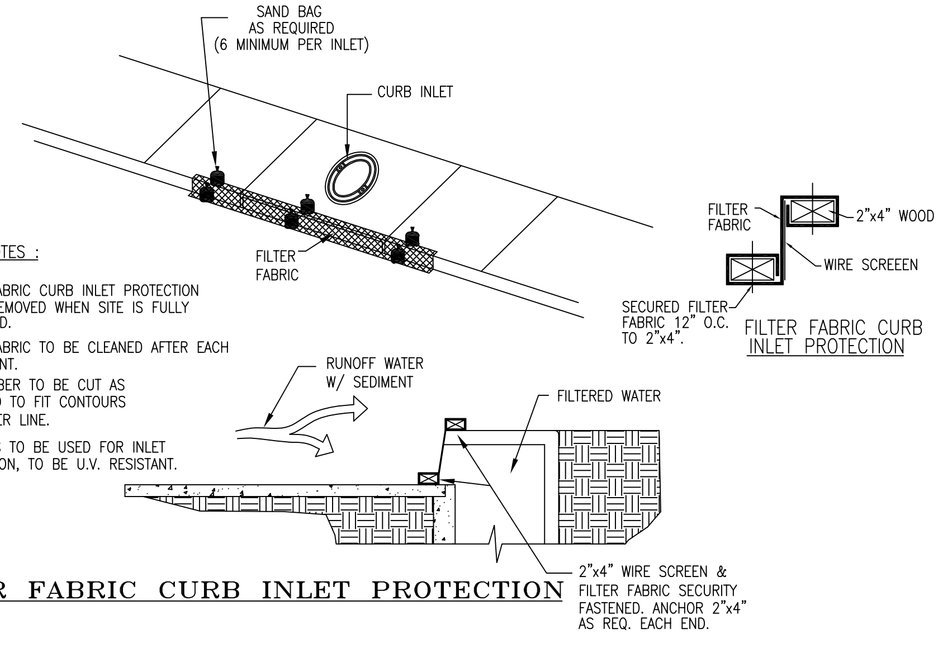
GENERAL NOTES :

1. STEEL POSTS WHICH SUPPORT TH SILT FENCE SHALL BE INSTALLED WITH A SLIGHT ANGLE TOWARD THE ANTICIPATED RUNOFF SOURCE. POST MUST BE EMBEDDED A MINIMUM OF 18".
2. THE TOE OF THE SILT FENCE SHALL BE TRENCHED IN WITH A SPADE OR MECHANICAL TRENCHER, SO THAT THE DOWNSLOPE FACE OF THE TRENCH IS FLAT AND PERPENDICULAR TO THE LINE OF FLOW. WHERE FENCE CANNOT BE TRENCHED IN WEIGHT FABRIC FLAP WITH WASHED GRAVEL ON UPHILL SIDE, AS NECESSARY, TO PREVENT FLOW UNDER FENCE.
3. THE TRENCH MUST BE A MINIMUM OF 6 INCHES DEEP AND 6 INCHES WIDE TO ALLOW FOR THE SILT FENCE FABRIC TO BE LAND IN THE GROUND AND BACKFILLED.
4. SILT FENCE SHOULD BE SECURELY FASTENED TO EACH STEEL SUPPORT POST OF TO BACKING SUPPORT, WITH IS IN TURN ATTACHED TO THE STEEL FENCE POST FABRIC SHALL OVERLAP AT ABUTTING ENDS A MINIMUM OF 3 FEET AND SHALL BE JOINED SUCH THAT NO BYPASS OR LEAKAGE OCCURS.
5. INSPECTION SHALL BE MADE WEEKLY OR AFTER EACH RAINFALL, REPAIR OR REPLACEMENT SHALL BE MADE PROMPTLY AS NEEDED.
6. SILT FENCE SHALL BE REMOVED WHEN THE SITE IS COMPLETELY STABILIZED SO AS NOT TO BLOCK OR IMPEDE STORM FLOW OR DRAINAGE.
7. ACCUMULATED SILT SHALL BE REMOVED WHEN IT REACHES A DEPTH OF 6 INCHES. THE SILT SHALL BE DISPOSED OF IN AN APPROVED SITE AND IN SUCH A MANNER AS TO NOT CONTRIBUTE TO ADDITIONAL SILTATION.

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.



FILTER FABRIC CURB INLET PROTECTION

GENERAL NOTES :

1. FILTER FABRIC CURB INLET PROTECTION TO BE REMOVED WHEN SITE IS FULLY STABILIZED.
2. FILTER FABRIC TO BE CLEANED AFTER EACH RAIN EVENT.
3. 2x4 LUMBER TO BE CUT AS REQUIRED TO FIT CONTOURS OF GUTTER LINE.
4. ALL BAGS TO BE USED FOR INLET PROTECTION, TO BE U.V. RESISTANT.

FILTER FABRIC CURB INLET PROTECTION

K K Engineering Consultant
GENERAL PROFESSIONAL CIVIL ENGINEERING SERVICES
(FIRM REGISTRATION #F-1334)
410 E. DOVE
P.O. BOX 3422
McALLEN, TEXAS 78502
(956) 630-2125
FAX (956) 630-2219

REVISION	DATE	BY

DRAWING DATE: DECEMBER, 2014
RELEASE DATE:
DESIGNED BY: K.K.
DRAWN BY: F.D.
CHECKED BY: K.K.
UPDATED DWG. BY:
SCALE: 1" = 100'

STATE OF TEXAS
KAMBIZ S. KHADEMI
57767
REGISTERED PROFESSIONAL ENGINEER

THE SEAL APPEARING ON THIS DOCUMENT WAS AUTHORIZED BY KHAMBIZ S. KHADEMI, P.E. 57767 DECEMBER/2014
ALTERATION OF A SEALED DOCUMENT WITHOUT PROPER NOTIFICATION TO THE RESPONSIBLE ENGINEER IS AN OFFENSE UNDER THE TEXAS ENGINEERING PRACTICE LAW

LAS BRISAS HEIGHTS SUBDIVISION
HIDALGO COUNTY Pct. 4

SUGGESTED EROSION CONTROL PLAN FOR: LAS BRISAS HEIGHTS SUBDIVISION

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File Name: EROSION

SHEET 1 OF 1

HIDALGO COUNTY
PLANNING DEPARTMENT

1304 SOUTH 25TH STREET
EDINBURG TEXAS 78539
Tel. 956-318-2840 Fax. 956-318-2844

T.J. Arredondo
Director of Planning

HIDALGO COUNTY COMMISSIONERS COURT MEETING

DATE: 10-27-2015

PROPOSED Las Comadres Acres Ph. III SUBDIVISION, PRECINCT No. 3 .

ENGINEER: Spoor Engineering Consultants, Inc. DEVELOPER: Carlos G. Leal Jr.

☐ PRELIMINARY APPROVAL ☒ FINAL APPROVAL ☐ FINAL APPROVAL WITH FINANCIAL GUARANTEE ☐ WITH VARIANCE

NUMBER OF LOTS: 65 ☒*SINGLE FAMILY ___ ☐*MULTI-FAMILY ___ ☐COMMERCIAL ___ ☐INSTITUTIONAL

LOCATION DESCRIPTION: North of Mile 7 North Road approximately 600 feet east of Iowa Road.

SUBDIVISION LIES WITHIN THE: ☒ *The rural area of the County.*

DRAINAGE REPORT WAS APPROVED BY HCDD#1: ON 08-20-2014 PROPERTY LIES WITHIN FLOOD ZONE:"X" AS PER FEMA.

DRAINAGE DESIGN: Storm drainage pipe system and by on site regional detention pond.

DISTANCE TO A DRAIN DITCH: approximately 3 miles south east from development (*west main III*)

ROAD R.O.W. DEDICATION: 30 feet on to Iowa Road and 35 feet on to Mile 7 North.

H.C.R.O.W. FINAL APPROVAL DATE: 10-16-2015 By, Victor Gallardo, Pct. 3 R.O.W. AGENT

H.C.H.D. FINAL APPROVAL DATE: 7-20-2015 By, Elizardo "Chardo" Ramos Environmental Health Division Manager

SEWER SYSTEM: ☒ OSSF HAVE BEEN INSTALLED AND INSPECTED BY HCHD

WATER SERVICE PROVIDER: Agua S.U.D. LINE SIZE: 8" LOCATION: Mile 7 North Road and Iowa Road.

H.C.O.E.C. FINAL APPROVAL DATE: 10-16-2015 : 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

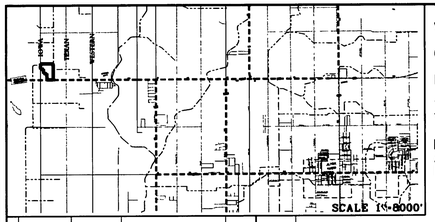
PRELIMINARY APPROVAL FROM THE HIDALGO COUNTY COMMISSIONERS COURT ON: 6-02-2015

STAFF RECOMMENDS: ☐ **Preliminary Approval** *subject comments and future recommendations by planning and other Departments,*

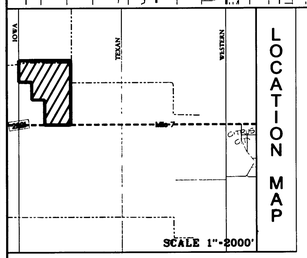
☒ **Final Approval** *subject to recommendations other departments*

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.*



VICINITY MAP



LOCATION MAP

SCALE: 1"= 100'
BASIS OF BEARING
TEXAS GARDENS
SUBDIVISION
VOL. 8, PG. 57, M/R

Location of Subdivision phase 3 with respect to the Extraterritorial Jurisdiction of a Municipality: Las Commadres Acres is located within Hidalgo County Precinct No. 3 in the Northwest Hidalgo County on the East side of Iowa Road on the North side of Mile 7 Road.
The closest nearby municipality is the City of Alton, according to the official map in the office of the Secretary of the of the City of Alton (population 7,501). Las Comadres Acres Phase III lies approximately 5.75 Miles Northwest the Alton City limits.

CERTIFICATION SIGNATURES

I THE UNDERSIGNED CERTIFY THAT THIS PLAT OF LAS COMADRES ACRES PHASE III WAS REVIEWED AND APPROVED BY THE HIDALGO COUNTY HEALTH DEPARTMENT ON_____

HIDALGO COUNTY ENVIRONMENTAL HEALTH DIVISION MANAGER DATE

I, Julio Cerda, hereby certify that Agua Special Utility District has approved the potable water supply plan for Las Comadres Acres, Phase III Hidalgo County, Texas. The Agua Special Utility District is the holder of a Certificate of Public Convenience and Necessity issued by the State of Texas to furnish potable water to an area in Hidalgo County, Texas, that includes this subdivision, and is therefore obligated to serve the subdivision with potable water to the extent required by the laws of the State of Texas. The Agua Special Utility District agrees that it will provide water to this subdivision at the time when all of the infrastructure requirements for the subdivision are met. Water meters are immediately available for this purpose upon completion of all water facilities shown on the plat of the subdivision.

P.E.
Julio Cerda, P.E., Manager
Agua Special Utility District

STATE OF TEXAS:
COUNTY OF HIDALGO:
OWNER'S DEDICATION, CERTIFICATION, AND ATTESTATION

I CARKRIS, L.P. SUBDIVIDER, AS OWNER OF THE 44.13 Ac. TRACT OF LAND ENCOMPASSED WITHIN THE PROPOSED LAS COMADRES ACRES PHASE III SUBDIVISION, HEREBY SUBDIVIDE THE LAND AS DEPICTED IN THIS SUBDIVISION PLAT AND DEDICATE TO PUBLIC USE THE STREETS, PARKS, AND EASEMENTS SHOWN HEREON.
I CERTIFY THAT I HAVE COMPLIED 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.

CARKRIS, L.P.,
a Texas Limited Partnership

by: CARKRIS GP, LLC
a Texas Limited Liability Company,
its General Partner
by: Carlos G. Leal, JR., Manager
P.O.BOX 631
MISSION, TEXAS 78573

STATE OF TEXAS:
COUNTY OF HIDALGO:
BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC, ON THIS DAY PERSONALLY APPEARED CARLOS G. LEAL, JR. PROVED TO ME THROUGH HIS TEXAS DEPARTMENT PUBLIC SAFETY DRIVER'S LICENSE TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FORGOING INSTRUMENT, WHO, BEING DULY SWORN BY ME, DECLARED THAT HIS STATEMENT THEREIN IS TRUE AND CORRECT AND ACKNOWLEDGED THAT HE EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATION THEREBY EXPRESSED.
GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS 16th DAY OF OCTOBER, 2015.

MARIBEL ORTIZ
Notary Public, State of Texas
My Commission Expires
November 22, 2018

NOTARY PUBLIC

STATE OF TEXAS:
COUNTY OF HIDALGO:
I, STEPHEN SPOOR, REGISTERED PROFESSIONAL ENGINEER IN THE STATE OF TEXAS, HEREBY CERTIFY THAT PROPER ENGINEERING CONSIDERATION HAS BEEN GIVEN TO THIS PLAT.

SPOOR ENGINEERING CONSULTANTS, INC.
Registration # F-6003

10-05-15
REGISTERED PROFESSIONAL ENGINEER
P. E. REGISTRATION No. 56752

STATE OF TEXAS
STEPHEN SPOOR
56752
REGISTERED
PROFESSIONAL ENGINEER

HIDALGO COUNTY DRAINAGE DISTRICT NO. 1 HEREBY CERTIFIES THAT THE DRAINAGE PLANS FOR THIS SUBDIVISION COMPLY WITH THE MINIMUM STANDARDS OF THE DISTRICT ADOPTED UNDER TEX. WATER CODE 49.211(c) THE DISTRICT HAS NOT REVIEWED AND DOES NOT CERTIFY THAT THE DRAINAGE STRUCTURES DESCRIBED ARE APPROPRIATE FOR THE SPECIFIC SUBDIVISION, BASED ON GENERALLY ACCEPTED ENGINEERING CRITERIA. IT IS THE RESPONSIBILITY OF THE DEVELOPER OF THE SUBDIVISION AND ITS ENGINEER TO MAKE THESE DETERMINATIONS.

HIDALGO COUNTY DRAINAGE DISTRICT NO. 1

BY:_____

HIDALGO COUNTY
CERTIFICATE OF PLAT APPROVAL
UNDER LOCAL GOVERNMENT CODE 232.028 (a)
WE THE UNDERSIGNED CERTIFY THAT THIS PLAT OF LAS COMADRES ACRES PHASE III SUBDIVISION WAS REVIEWED AND APPROVED BY THE HIDALGO COUNTY COMMISSIONNERS COURT ON_____

_____ DATE_____
HIDALGO COUNTY JUDGE

ATTEST:_____ DATE_____
HIDALGO COUNTY CLERK

THIS PLAN IS HEREBY APPROVED BY THE HIDALGO COUNTY IRRIGATION DISTRICT No. 16 SUBJECT TO THE CONDITION THAT IF IRRIGATION FROM SAID DISTRICT IS DESIRED TO THE INDIVIDUAL LOTS IN SAID SUBDIVISION, PROVISION SHALL BE MADE FOR APPROPRIATE EASEMENT FOR THE INSTALLATION OF NECESSARY IRRIGATION FACILITIES TO SUCH LOTS FROM THE CLOSEST WATER DISTRICT DELIVERY POINT AND IT SHALL BE THE RESPONSIBILITY OF THE OWNER OF THE PROPERTY TO INSTALL SUCH NECESSARY FACILITIES.

_____ ATTEST:_____
M.C.I.D. No. 16, PRESIDENT SECRETARY
DATE:_____ DATE:_____

SUBDIVISION PLAT
OF
LAS COMADRES ACRES
PHASE III
HIDALGO COUNTY, TEXAS

BEING A 43.13 ACRE SUBDIVISION
OUT OF LOTS 1, 2, 3, 4. 5, AND 6, BLOCK 19,
TEXAS GARDENS,
Hidalgo County, Texas
according to plat recorded in
vol. 8, page 57, Map
Records Hidalgo County, Texas.

LEGEND
FN - FOUND NAIL
FS - FOUND STEEL ROD
SP - SET STEEL PIN
SN - SET NAIL

INDEX

SHEETS	
S-1	Date-North arrow-Main Scale-Heading-Legal description-Location Map,contacts-INDEX-Metes & Bounds-Notes-Owner dedication, certification, and attestation, all signature certifications Notary public-Survey certificate-Engineer certificate-Drainage dedication-County certificate-County clerk's recording certificate-Revision Notes-Agua Special Utility Certification, Hidalgo County Right Of Way Certification & Hidalgo County Assistant Chief Inspector Certification
S-2	Existing & Proposed Lot & Street layout , Revision Notes-Prepared by Spoor Engineering Consultants,Inc.-Sheet Number
D-1 and D-2	Paving and Drainage Map, Topography
W-1	Water Line Map and OSSF Plan
SW-1	Water and On Site Sewer Facility Reports Owner Certification and Statement
SWP-1	Storm Water Pollution Prevention Plan

KNOW ALL MEN BY THESE PRESENTS:

THAT I, CARLOS VASQUEZ , DO HEREBY CERTIFY, THAT I PREPARED THIS PLAT FROM AN ACTUAL ON THE GROUND SURVEY OF THE LAND AS DESCRIBED AND THAT THE CORNER MONUMENTS SHOWN THEREON WERE PROPERLY PLACED UNDER MY PERSONAL SUPERVISION

CARLOS VASQUEZ, RPLS No. 4608
TBPLS FIRM No. 10117600

10/16/15
DATE

STATE OF TEXAS
REGISTERED
CARLOS VASQUEZ
4608
PROFESSIONAL
LAND SURVEYOR

STATE OF TEXAS:
COUNTY OF HIDALGO:
I, CARLOS G. LEAL, JR., Manager of CARKRIS GP,L.L.C., the general partner of CARKRIS, L.P., Owner of the land shown on this plat anddesignated as Las Comadres Acres, Phase III, do hereby dedicate to Hidalgo County Irrigation District No. 16, as follows:
1. Fee ownership of Canal R.O.W. along the north side of Lots 39 through 52; and
2. Fee Ownership of Canal R.O.W. along the east side of Lots 52 through 56; and
3. Easement for irrigation pipeline along the east side of Lots 56 through 65, and along the east side of Lot 1.

CARKRIS, L.P.,
a Texas Limited Partnership

by: CARKRIS GP, LLC
a Texas Limited Liability Company,
its General Partner
by: Carlos G. Leal, JR., Manager
P.O.BOX 631
MISSION, TEXAS 78573

STATE OF TEXAS:
COUNTY OF HIDALGO:
Subscribed and sworn before me on this 16th day of October 2015, by Carlos G. Leal, JR., to certify which, witness my hand and seal of office.

MARIBEL ORTIZ
Notary Public, State of Texas
My Commission Expires
November 22, 2018

Notary Public in and for
The State of Texas.
My commission expires: Nov. 22 2018

METES & BOUNDS

A 43.13 ACRE TRACT OF LAND OUT OF LOTS 1,2,3,4,5, AND 6, BLOCK 19, TEXAS GARDENS, HIDALGO COUNTY, TEXAS, ACCORDING TO PLAT RECORDED IN VOLUME 8, PAGE 57, MAP RECORDS, HIDALGO COUNTY, TEXAS

BEGINNING at a steel nail found at the Southeast corner of Lot 1, for the Southeast corner of the following described tract of land; said point being in Mile 7 North Road (FM# 2221);

THENCE, with the South line of Lot 1, in Mile 7 North Road, North 81 Deg. 01 Min. West, 573.8 feet to a steel nail set for the most southerly Southwest corner hereof;

THENCE, parallel to the East line of Lot 1, North 08 Deg. 59 Min. East, 284.5 feet to a steel pin set for an interior corner hereof;

THENCE, parallel to the South line of Lot 1, North 81 Deg. 01 Min. East, 153.8 feet to a steel pin set for a middle Southwest corner hereof;

THENCE, parallel to the East line of Lot 1, 2, and 3, North 08 Deg. 59 Min. East, at 15.5 feet pass the division line between Lots 1 and 2, at 315.5 feet pass the division line between Lots 2 and 3, and at 418.2 feet a steel pin found for an interior corner hereof;

THENCE, parallel to the South line of Lot 3, North 81 Deg. 01 Min. West, 363.8 feet to a steel pin found for the middle Southwest corner hereof;

THENCE, parallel to the East line of Lots 3, and 4, North 08 Deg. 59 Min. East at 197.86 feet pass the division line between Lots 3 and 4, and at 497.86 feet, a steel pin found on the South line of Lot 5, for an interior corner hereof;

THENCE, with the South line of Lot 5, North 81 Deg. 01 Min. West, at 333.8 feet pass the East line of Iowa Road ROW and at 363.8 feet a steel nail found at the Southwest corner of Lot 5, for the most northerly Southwest corner hereof;

THENCE, with the West line of Lots 5 and 6, in Iowa Road North 08 Deg. 59 Min. East, at 308.8 feet pass the common west corner between Lots 5 and 6, and at 599.88 feet a steel nail found at the Northwest corner of Lot 6, for the Northwest corner hereof; said point being in the projection of H.C.I.D. No. 16 canal Right of Way;

THENCE, with the North line of Lot 6 in said canal Right of Way, South 81 Deg. 01 Min. East, at 38.8 feet pass the East line of Iowa Road ROW, and at 1452.8 feet a point for the Northeast corner of Lot 6, for the Northeast corner hereof;

THENCE with the East line of Lots 6, 5, 4, 3, 2, and 1, South 08 Deg. 59 Min. West, at 299.94 feet pass the common East corner between Lots 6 and 5, at 599.88 feet pass the common East corner between Lots 5 and 4, at 899.82 feet pass the common East corner between Lots 4 and 3, at 1199.76 feet pass the common East corner between Lots 3 and 2, at 1499.70 feet pass common East corner between Lots 2 and 1, 1759.64 feet pass the North line of Mile 7 North Road ROW, and at 1799.64 feet the POINT OF BEGINNING; Containing 43.13 acres of land, more or less, of which the South 48.8 feet, comprising 0.53 acres, lies in Mile 7 North Road, and the West 38.8 feet, comprising 0.41 acres, lies in Iowa Road.

GENERAL PLAT NOTES & RESTRICTIONS

1. FLOOD ZONE STATEMENT: FLOOD ZONE DESIGNATION: ZONE "X" (NO SHADE) FLOOD INSURANCE RATE MAP, PANEL No.480334-0290D, REVISED JUNE 6, 2000. AREAS DETERMINED TO BE OUTSIDE 500-YEAR FLOOD PLAIN.
2. SETBACKS:
   FRONT: 25.0 FEET
   REAR: 45.0 FEET
   SIDE: 6.0 FEET OR EASEMENT WHICHEVER IS GREATER
   CORNER SIDE: 10.0 FEET
   CORNER GARAGE SIDE: 18.0 FEET
3. GENERAL NOTE FOR SINGLE FAMILY RESIDENCES: NO MORE THAN ONE-SINGLE FAMILY DETACHED DWELLING SHALL BE LOCATED ON EACH LOT. NO COMMERCIAL USE SHALL BE ALLOWED ON ANY OF THE INTERNAL LOTS ONLY LOTS FRONTING ON MILE 7 MAY BE CONSIDERED FOR COMMERCIAL USE
4. MINIMUM FINISHED FLOOR NOTE: MINIMUM FINISH FLOOR ELEVATION SHALL BE 18" ABOVE TOP OF CURB MEASURED AT CENTER OF LOT 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. SET BENCHMARK NAIL AT THE SOUTHEAST CORNER OF SUBDIVISION ELEV. = 93.48 N.A.V.D. 88 DATUM AND A SQUARE NAIL IN CONCRETE BASE OF POWER POLE WEST SIDE OF IOWA ROAD OPPOSITE NORTHWEST CORNER OF SUBDIVISION ELEV: 127.50 + N.A.V.D. 88 DATUM
6. DRAINAGE: IN ACCORDANCE WITH THE HIDALGO COUNTY DRAINAGE DISTRICT NO. 1 AND HIDALGO COUNTY REQUIREMENTS, THIS DEVELOPMENT WILL BE REQUIRED TO OBTAIN A TOTAL FO 275,500 CUBIC-FEET OR 6.38 ACRE FEET OF STORM WATER RUNOFF. DRAINAGE DETENTION IN ACCORDANCE WITH THE LOCAL REQUIREMENTS WILL BE ACCOMPLISHED ON SITE AND LOCATED IN THE REGIONAL DETENTION AREA OF LOT DD
7. NO STRUCTURE SHALL BE PERMITTED OVER ANY EASEMENT. EASEMENTS SHALL BE KEPT CLEAR OF FENCES, BUILDINGS, SHEDS, SHRUBS, TREES, OTHER PLANTINGS (EXCEPT LOW, LESS THAN 18 INCHES MATURE HEIGHT, GROUND COVER, GRASS, OR FLOWERS) AND OTHER OBSTRUCTIONS THAT WOULD INTERFERE WITH THE OPERATIONS AND MAINTENANCE OF THE EASEMENT.
8. 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.
9. ON-SITE SEWAGE FACILITES (OSSF) NOTE: THIS SUBDIVISION SHALL USE ON-SITE SEWAGE FACILITES IN ACCORDANCE WITH TCEQ AND HIDALGO COUNTY REGULATION 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, ON ALL INTERNAL LOTS
   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 HAS 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. A STANDARD SEPTIC TANK AND ABSORPTIVE DRAIN FIELD SYSTEM HAS BEEN INSTALLED AND INSPECTED BY HIDALGO COUNTY DEPARTMENT FOR EACH LOT.
10. THERE ARE NO WATER WELLS WITHIN 150 FEET FROM THE BOUNDARIES ON THIS SUBDIVISION.
11. ALL PUBLIC UTILITIES EASEMENTS DEDICATED BY THIS PLAT SHALL BE A MINIMUM WIDTH OF 15.0 FEET ACCORDING TO 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. NO INDIVIDUAL LOT DRIVEWAY ACCESS WILL BE ALLOWED FROM MILE 7 ROAD OR IOWA ROAD TO LOTS 1, 2, AND 3. A 24 FOOT SHARED DRIVEWAY ENTRANCE SHALL BE CONSTRUCTED BY DEVELOPER ON THE NORTH SIDE OF MILE 7 ROAD TO PROVIDE INGRESS AND EGRESS FROM ANGE AVENUE.
13. CARLOS G. LEAL, THE OWNER AND SUBDIVIDER OF LAS COMADRES ACRES PHASE III, RETAINS A 1,000 GALLON SEPTIC TANK FOR EACH LOT FOR THE PURPOSE OF INSTALLING AN APPROVED OSSF ON THE LOT AS DESCRIBED ON SHEET W-1 OF THIS PLAT
14. REGIONAL DRAINAGE FACILITY (RDF) FOR THIS DEVELOPMENT SHALL BE DEDICATED TO HCID NO. 1 AS SHOWN ON THIS PLAN. LOT DD, CONSTRUCTION WILL BE IN ACCORDANCE WITH THE APPROVED CONSTRUCTION PLANS. HCID NO. 1 SHALL BE RESPONSIBLE FOR THE MAINTENANCE OF SAID RDF.
15. THE DEVELOPER SHALL BE RESPONSIBLE TO OBTAIN AND ACCOMMODATE MORE THAN THE DESIGNED VOLUME ENCOUNTERED AT THE DEVELOPMENT PERMIT STAGE THAT THE DETENTION INCREMENTS ARE NOT LESS THAN A 25 YEAR STORM EVENT AND NOT LESS THAN 6 INCHES GREATER THAN PLAT ENGINEER CONSIDERED FOR HIS CALCULATIONS OF THIS SUBDIVISION.

REVISION NOTES

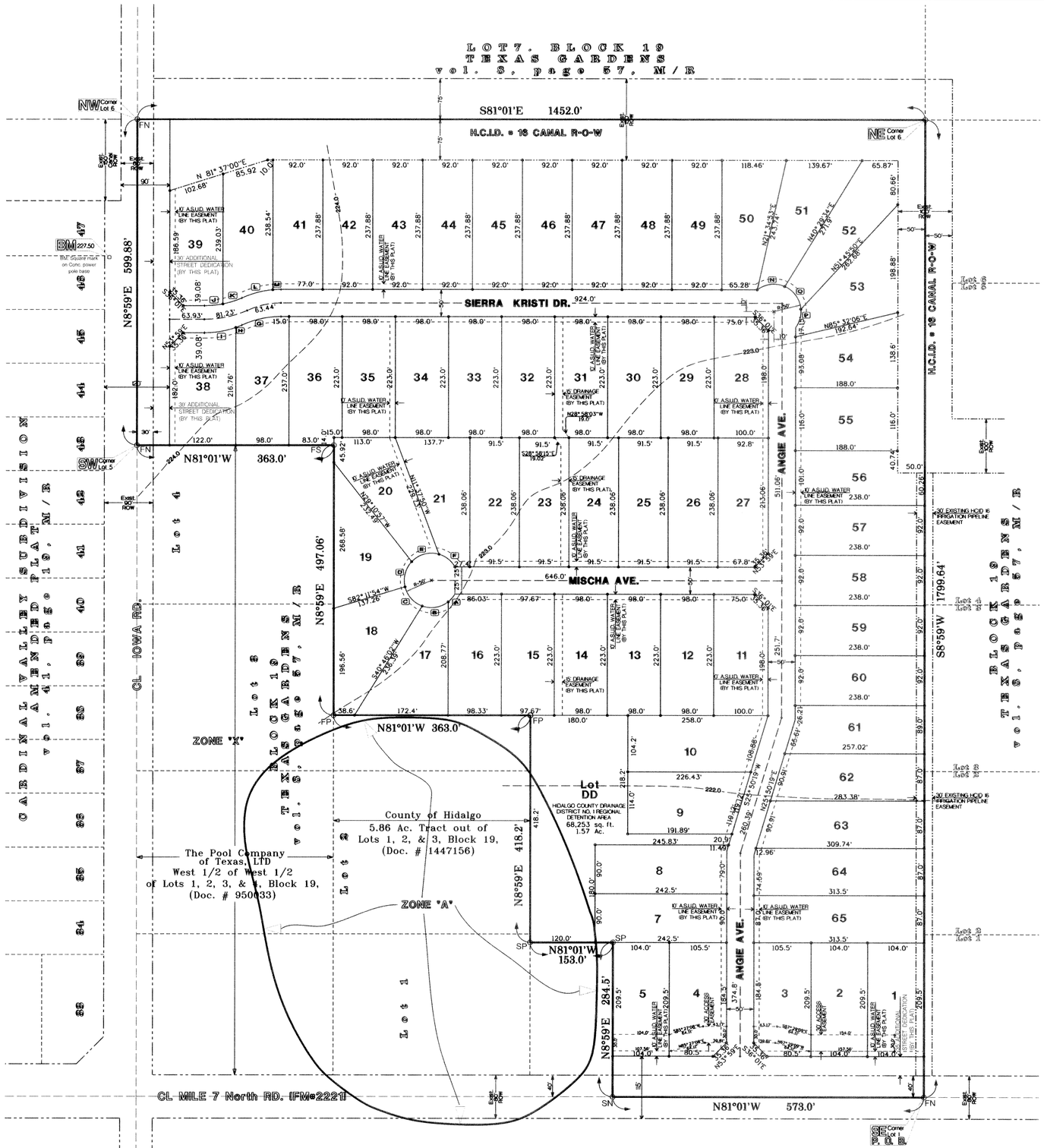
No.	SHEET	REVISIONS	DATE	APPROVED
1	ALL	According to planning	3/9/2015	
2	S1 and S2	Remove Lot in flood zone	4/15/2015	
3	S1 and S2	Show new Owner info.	10/05/15	

PRINCIPAL CONTACTS:

	NAME	ADDRESS	CITY & ZIP	PHONE	FAX
OWNER(S):	CARLOS G. LEAL, JR.	P.O. BOX 631	Mission, Texas 78572	(956) 581-4542	(956) 581-2807
ENGINEER:	STEVE SPOOR	202 South 4th Street	McAllen, Tx-78501	(956) 683 1000	(956) 683 1002
SURVEYOR:	CVQ Land Surveyors	517 Beaumont Avenue	McAllen, Texas 78501	(956) 618-1551	(956) 618-1547

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FIRM • F-6003
Consulting Engineers • Civil Land Planning
202 South 4th Street
McALLEN, TEXAS 78501
TEL. (956) 683-1000 FAX (956) 683-1002
spoorengr@sbcglobal.net

SHEET NUM.
S-1



LOT SQUARE FOOTAGE		
LOT	S.F.	ACRE
1	21,788	0.50
2	21,788	0.50
3	21,790	0.50
4	21,790	0.50
5	21,788	0.50
-	--------	----
7	21,825	0.50
8	21,843	0.50
9	23,844	0.55
10	25,239	0.58
11	21,988	0.63
12	21,854	0.50
13	21,969	0.50
14	21,854	0.50
15	21,780	0.50
16	21,828	0.50
17	22,114	0.50
18	22,661	0.52
19	21,887	0.50
20	21,911	0.50

LOT SQUARE FOOTAGE		
LOT	S.F.	ACRE
21	21,742	0.50
22	21,783	0.50
23	21,783	0.50
24	21,783	0.50
25	21,783	0.51
26	21,783	0.50
27	21,780	0.50
28	21,987	0.50
29	21,854	0.50
30	21,854	0.50
31	21,854	0.50
32	21,854	0.53
33	21,854	0.50
34	21,854	0.53
35	21,854	0.54
36	23,016	0.53
37	22,652	0.52
38	25,124	0.58
39	21,889	0.50
40	21,976	0.50

LOT SQUARE FOOTAGE		
LOT	S.F	ACRE
41	21,887	0.50
42	21,885	0.50
43	21,885	0.50
44	21,885	0.50
45	21,885	0.50
46	21,885	0.50
47	21,885	0.50
48	21,885	0.50
49	21,885	0.50
50	21,855	0.50
51	21,819	0.50
52	22,346	0.51
53	22,302	0.50
54	21,860	0.50
55	21,808	0.50
56	22,001	0.50
57	21,846	0.50
58	21,846	0.50
59	21,846	0.50
60	21,846	0.50

LOT SQUARE FOOTAGE		
LOT	S.F.	ACRE
61	21,780	0.50
62	23,508	0.54
63	25,801	0.59
64	27,251	0.63
65	27,274	0.63
DD	68,253	1.57

CURVE DATA

CURVE DATA					
LOT/BLOCK LINE		RADIUS	LENGHT	ANGLE	CHORD
16	A	50.0'	19.41'	22° 14' 45"	19.29
17	B	50.0'	50.18'	57° 29' 54"	48.10
18	C	50.0'	49.39'	56° 35' 52"	47.41'
19	D	50.0'	49.79'	57° 02' 58"	47.75
20	E	50.0'	54.74'	62° 43' 44"	52.05'
21	F	50.0'	38.29'	43° 52' 46"	37.36'
37	G	170.83'	74.32'	24° 55' 38"	73.74'
37	H	170.83'	11.82'	03° 57' 54"	11.82'
38	I	170.83'	59.03'	19° 48' 00"	58.74'
39	J	170.83'	34.13'	11° 26' 52"	34.07'
40	K	170.83'	36.72'	12° 19' 03"	36.65'
40	L	170.83'	59.30'	19° 53' 23"	59.00'
41	M	170.83'	15.01'	05° 02' 15"	15.01'
51	N	50.0'	53.25'	61° 01' 00"	50.77'
52	O	50.0'	53.60'	61° 24' 58"	51.07'
53	P	50.0'	36.06'	46° 28' 05"	35.28'

SPOOR ENGINEERING CONSULTANTS INC

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TEL. (956) 683 0000 FAX (956) 683 0002

PROJECT
LAS COMADRES ACRES
PHASE III
Hidalgo County, Texas

NAME OF PLAN
SUBDIVISION PLAN
FOR

DATE: 05-OCT-2015
SCALE: 1" = 100'
DRAWING BY:
FB:

SHEET NUM.
S-2

MATCH LINE

MISCHA AVE.

ANGIE AVE.

Lot DD

Lot 1

Lot 8

BLOCK 19
TEXAS GARDENS
Vol. 1, Page 67, M / R

N8°59'E 497.06'

N81°01'W 363.0'

N8°59'E 418.2'

N81°01'E 158.0'

N8°59'E 284.5'

N81°01'W 573.0'

S8°59'W 1799.64'

ZONE "X"

ZONE "A"

GRATE INLET
Top=222.15
FL=218.75

18" x 40' CORRUGATED POLYPROPYLENE PIPE

18" x 375' CORRUGATED POLYPROPYLENE PIPE

18" x 275' CORRUGATED POLYPROPYLENE PIPE

GRATE INLET
Top=223.05

GRATE INLET
Top=223.0

15' DRAINAGE EASEMENT

Chain Link Fence

6' x 6' RIP RAP CONC HEADWALL
FL=217.0

SEC. B-B

SEC. A-A

18" x 55' CORRUGATED POLYPROPYLENE PIPE

16" x 225' CORRUGATED POLYPROPYLENE PIPE

GRATE INLET
Top=222.0
FL=218.0

18" x 32' CORRUGATED POLYPROPYLENE PIPE

GRATE INLET
Top=222.0
FL=218.5

MH
FL=211.5

MH
FL=211.1
Top=221.1

GRATE INLET
Top=218.3
FL=211.3

30' ACCESS EASEMENT

18" x 48' CORRUGATED POLYPROPYLENE PIPE W/ SAFETY ENDS

18" x 48' RCP with safety ends

CONNECT TO EXISTING COUNTY FENCE

Prop. 35' County ROW

Temp. R.O.W.

ENTRANCE ASPHALT

ENTRANCE CONCRETE

GATE

EXIST. WIRE FENCE

Section B-B

Section A-A

Property Line
County Fence
Fence
Property Line

SPOOR ENGINEERING CONSULTANTS, INC.
Registration # F-6003

STATE OF TEXAS
STEPHEN SPOOR
56752
REGISTERED PROFESSIONAL ENGINEER
10-06-15

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PROJECT
LAS COMADRES ACRES
PHASE III
Hidalgo County, Texas

FOR
NAME OF PLAN
Grading Plan

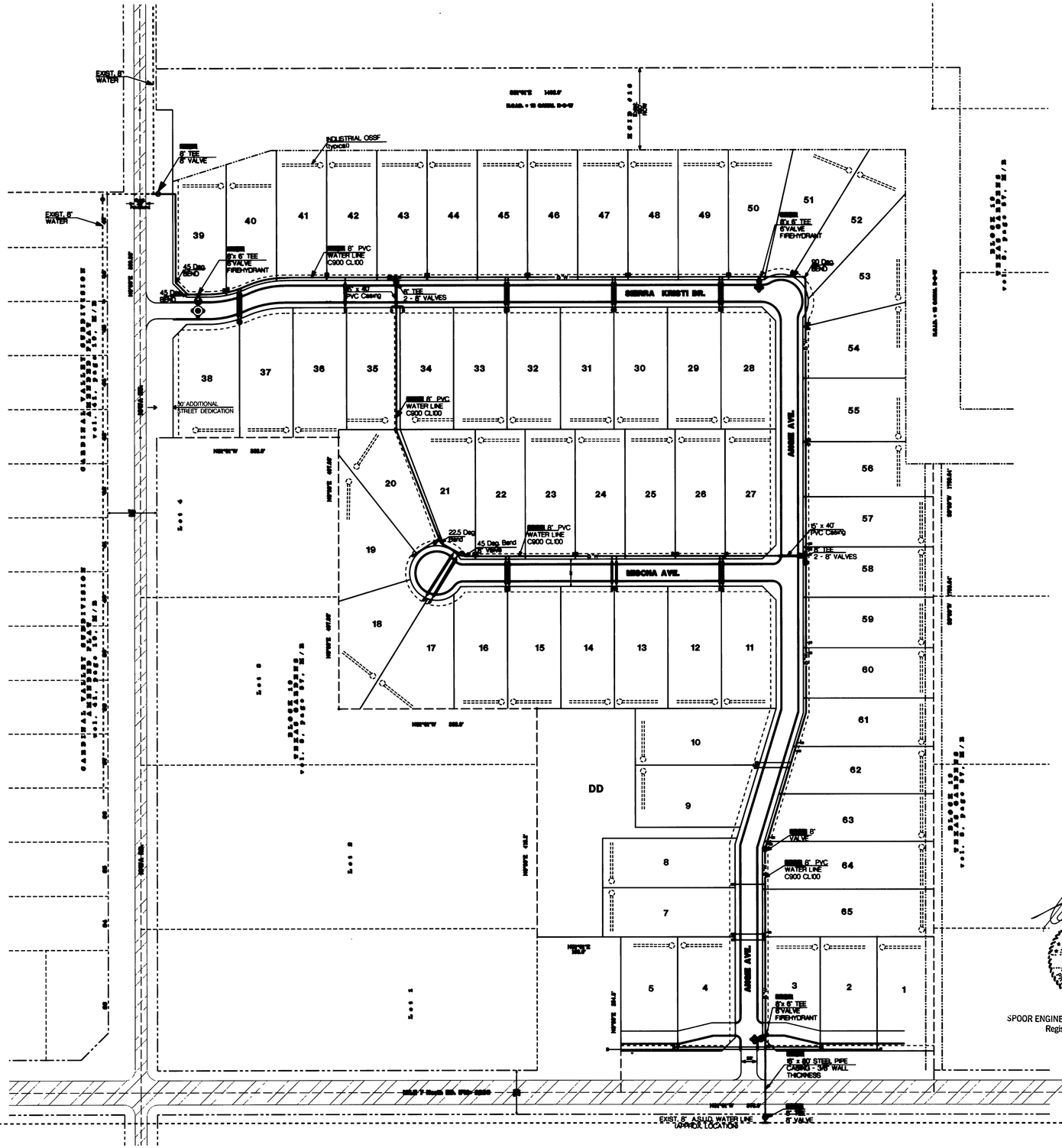
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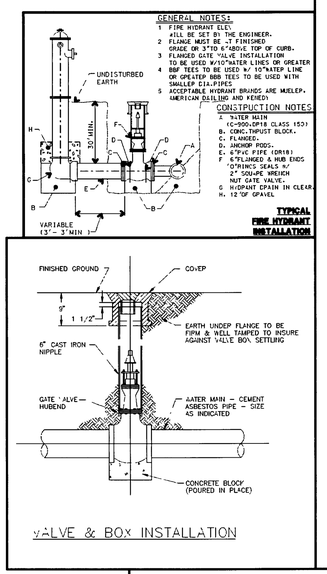
SHEET NUM.
D-1

TEXAS GARDENS
vol. 8, page 57, M/R

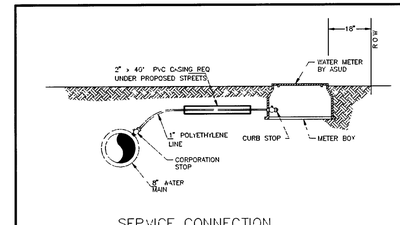
BOTTOM OF DITCH
EDGE OF DITCH
E. 150' ROW
H.C.I.D. • 16 CANAL R-O-W
EXISTING ROAD
Edge of road 60.0' to drain South
Edge of road 60.0' to drain South
Edge of road 60.0' to drain South
EXISTING ROAD
EXISTING ROAD
EXISTING ROAD

AS BUILT

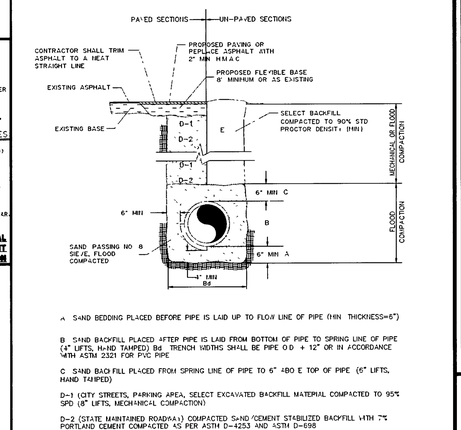




VALVE & BOX INSTALLATION



SERVICE CONNECTION



A SAND BEDDING PLACED BEFORE PIPE IS LAID UP TO FLOW LINE OF PIPE (MIN THICKNESS=6")

B SAND BACKFILL PLACED AFTER PIPE IS LAID FROM BOTTOM OF PIPE TO SPRING LINE OF PIPE (4" LIFTS, HAND TAMPED) Bd TRENCH WIDTHS SHALL BE PIPE O.D + 12" OR IN ACCORDANCE WITH ASTM 2321 FOR PVC PIPE

C SAND BACK FILL PLACED FROM SPRING LINE OF PIPE TO 6" ABOVE TOP OF PIPE (6" LIFTS, HAND TAMPED)

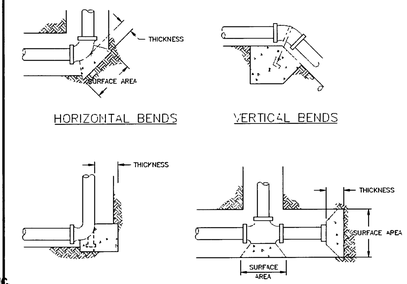
D-1 (CITY STREETS, PARKING AREA, SELECT EXCAVATED BACKFILL MATERIAL COMPACTED TO 95% SPD (8" LIFTS, MECHANICAL COMPACTION)

D-2 (STATE MAINTAINED ROADWAY) COMPACTED SAND/CEMENT STABILIZED BACKFILL WITH 7% PORTLAND CEMENT COMPACTED AS PER ASTM D-4253 AND ASTM D-698

E SELECT EARTH BACKFILL COMPACTED TO 90% STD

WATER LINE BEDDING DETAIL

SCALE NTS



THRUST BLOCKS DETAIL

THRUST BLOCK SIZE			
DIAMETER OF PIPE INCHES	SURFACE AREA SQ FT	THICKNESS INCHES	WEIGHT AT VERTICAL BENDS - LBS
22-1/2- BENDS			
6 OR LESS	2	8	1,700
8	3	12	3,000
10	3.5	12	4,500
12	4	14	6,600
14	5	18	9,000
16	6	18	11,800
45- BENDS			
6 OR LESS	4	12	3,200
8	5	14	5,800
10	6	18	9,000
12	7	18	13,000
14	8	24	17,000
16	11.5	24	23,200
90- BENDS			
6 OR LESS	6	12	6,000
8	8	15	10,700
10	10	18	16,700
12	12	18	24,000
14	18	24	32,600
16	21	24	42,700
TEES & DEAD ENDS			
6 OR LESS	3	12	—
8	4	15	—
10	6	18	—
12	8.5	18	—
14	11.5	24	—
16	15	24	—

NOTE
ALL VALUES SHOWN ARE MINIMUM FOR A HYDROSTATIC PRESSURE OF 150 P.S.I. AND A SOIL RESISTANCE OF 2,000 LBS/SQ. FT. WITH PIPE LINE A MINIMUM OF 2 FT. OF COVER

10-06-15

STATE OF TEXAS
STEPHEN SPOOR
56752
REGISTERED PROFESSIONAL ENGINEER

SPOOR ENGINEERING CONSULTANTS, INC.
Registration # F-6003

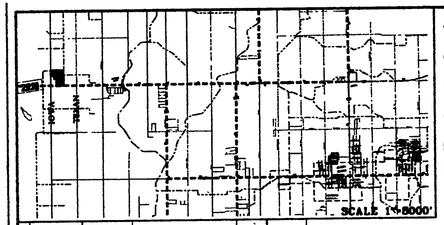
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PROJECT
LAS COMADRES ACRES
PHASE III
Hidalgo County Texas

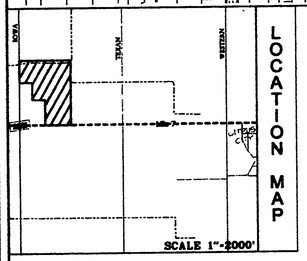
FOR
NAME OF PLAN
Water and OSSF Plan
AS BUILT

DATE: 05-Oct-2015
SCALE: 1" = 100'
DRAWING BY:
FB

SHEET NUM.
W-1



VICINITY MAP



LOCATION MAP

SUBDIVISION PLAT
OF
LAS COMADRES ACRES
PHASE III
HIDALGO COUNTY, TEXAS

BEING A 43.13 ACRE SUBDIVISION OUT OF LOTS 1, 2, 3, 4. 5, AND 6, BLOCK 19, TEXAS GARDENS, Hidalgo County, Texas according to plat recorded in vol. 8, page 57, Map Records Hidalgo County, Texas.

Final Water and Sanitary Sewer
Engineering Report

WATER SUPPLY: DESCRIPTION, COST, AND OPERABILITY DATE:

Las Comadres Acres Phase III (Comadres) is served and is in the service area of Agua Special Utility District (A.S.U.D. or Agua S.U.D.). A.S.U.D. has provided a 30 year service letter for Comadres and all water lines and services have been inspected and have been accepted by A.S.U.D. Agua S.U.D. has provided documentation to sufficiently establish the long term quantity and quality of water to serve this subdivision.
The complete system consist of A.S.U.D. maintained 8 inch water line on 1) Mile 7 N. Road, 2) Angie Avenue, 3) Mischa Avenue, 4) Sierra Kristi Drive, and 5) Iowa Road. Each of the 65 lots has a 1 inch service line from the 8 inch lines to the meter connection.Fire hydrants representing fire truck filling stations have been installed at a cost of $7,500.00
The total construction cost for the completed lines is $99,770.00. Additionally the Developer has paid A.S.U.D. the customary 5% inspection fee of $5,000.00 The Developer has paid A.S.U.D. the sum of $272,400.00 which represents the total costs of water meters, water rights acquisition fees and all other fees associated with connecting the individual lots on Comadres to A.S.U.D. Water Supply Systems. Meters are available to lot Owners upon presentation of a building permit to A.S.U.D.
The water system is operable as of the date of the recording of the plat.

SEWAGE FACILITIES: DESCRIPTION, COST, AND OPERABILITY DATE:

Sanitary sewage from Las Comadres Acres Phase III (Comadres) will be treated by individual on–site sewage facilities (OSSF) consisting of 65 dual compartment septic tanks and drain field installed on each lot. The tanks and drain fields have been installed and inspected and approved by Hidalgo County Health Department on July 20, 2015. Each lot has adequate area for a replacement drain field.
The cost of proposed system's on each lot is $1,150.00 including permit and license. All OSSF systems cost $74,750.00.
The Undersigned professional engineer has evaluated the suitability of the subdivision/site for the OSSF systems, and hereby certifies that this site is suitable for the OSSF systems.

Engineer Certification:

By my signature below, I certify that the water and sewage service facilities described above are existing and are in compliance with the model rules adopted under Section 16343, Water Code. I certify that the cost to install the water distribution system and onsite sewage facilities are as noted above.

Water Facilities: Fully Constructed at a Construction cost of $99,770.00 or $1,535.00 per lot.

Sewage Facilities: Full constructed at a construction cost of $74,750.00 or $1,150.00 per lot

10-06-15

Steve Spoor
Spoor Engineering Consultants, Inc.

STATE OF TEXAS
STEPHEN SPOOR
56752
REGISTERED PROFESSIONAL ENGINEER

10-06-15
Date

SPOOR ENGINEERING CONSULTANTS, INC.
Registration # F-6003

Spoor Engineering Consultants, Inc.

FINAL COST ESTIMATE

Las Comadres Acres, Phase III

Water Construction	$99,770.00
Water Fees	$272,400.00
Sewage Construction (OSSF)	$74,750.00
Drainge Construction	$23,500 00
Street Paving Construction	$269,500.00
Engineering, Surveying, & Fees	$72,000.00
Total	$811,920.00

Final Water and Sanitary Sewer
Engineering Report

SUMINISTRO DE AGUA : DESCRIPCION , COSTO , Y FECHA OPERABILIDAD :

Las Comadres Acres Phase III (Comadres) se sirve y se encuentra en el *rea de servicio de Agua del Distrito Especial de Servicios P*blicos (Agua S.U.D. o A.S.U.D.) . A.S.U.D. ha proporcionado una carta de servicio 30 anos de Comadres y todas las l*neas y los servicios de agua han sido inspeccionados y han sido aceptadas por ASUD Agua S.U.D. ha proporcionado la documentaci*n para establecer la cantidad suficiente a largo plazo y la calidad de agua para servir a esta subdivisi*n .
El sistema completo consistira en A.S.U.D. mantenido 8 pulgadas en la l*nea de agua 1) Milla 7 N. Road, 2) Angie Avenue, 3) Mischa Avenida , 4) Sierra Kristi Drive, y 5) Iowa Road. Cada uno de los 65 lotes tiene una linea de servicio de 1 pulgada de las l*neas 8 pulgadas a la conexion de medidor .
El costo total de la construccion de las lineas completas es de $ 99,770.00 . A.S.U.D. Ademas el desarrollador ha pagado el habitual 5 % tasa de inspeccion de $ 5,000.00 El desarrollador ha pagado ASUD la suma de $ 272,400.00 que representa los costos totales de los contadores de agua , tasas de adquisici*n de derechos de agua y todos los otros cargos asociados con la conexion de los lotes individuales de Comadres para ASUD Sistemas de suministro de agua. Los medidores est*n disponibles para propietarios de lote previa presentacion de un permiso de construccion para A.S.U.D.
El sistema de agua es capaz de funcionar a partir de la fecha que se apruebe en la ciudad de Mission

INSTALACIONES DE ALCANTARILLADO : Descripci*n , costo y fecha OPERABILIDAD :

Alcantarillado Sanitario de Las Comadres Acres Fase III (Comadres) ser* tratada por las instalaciones individuales de las aguas residuales (OSSF) que consisten en 65 fosas s*pticas de dos compartimentos e instalado en cada lote y con su drenaje . Los tanques y campos de drenaje se han instalado e inspeccionado y aprobado por el Departamento de Salud del Condado de Hidalgo en . Cada lote tiene un *rea adecuada para un cdlpositiuo de drenaje de un reemplazo .
El costo del sistema de propuestas en cada lote es de $ 1,150.00 incluyendo permiso y licencia. Todos los sistemas OSSF cuestan $ 74,750.00 .
El Ingeniero profesional firmante ha evaluado la idoneidad de la subdivisi*n y /o Zona de los sistemas individuales de aguas negras , y por este medio certifica que este sitio es ideal para los sistemas OSSF .

Certificacion del Ingeniero:

Con la firma de Abajo Yo certifico que el abastecimiento de Agua y los servicios de Drenaje Sanitario descritos arriba son existentes y estan conforme con el modelo de regulaciones adoptadas bajo la Seccion 16343 del Codigo del Agua.Yo certifico que los costos para la instalacion del sistema de distribucion del Agua y los Servicios de Drenaje Sanitario en el sitio son como se explica en la parte superior.

10-06-15

Steve Spoor
Spoor Engineering Consultants, Inc.

STATE OF TEXAS
STEPHEN SPOOR
56752
REGISTERED PROFESSIONAL ENGINEER

10-06-15
Fecha

SPOOR ENGINEERING CONSULTANTS, INC.
Registration # F-6003

SUBDIVIDER STATEMENT:

1. BY COMPLETING THE IMPROVEMENTS DESCRIBED ON THE PLAT, SUBDIVIDER HAS COMPLIED WITH MINIMUM STATE STANDARDS AND THAT @ WATER QUALITY AND CONNECTIONS, INCLUDING WATER METERS TO THE LOTS MEET SUCH STANDARDS AND (2) SEWER CONNECTIONS TO THE SEPTIC TANKS MEET SUCH STANDARDS AND HAVE BEEN CONSTRUCTED IN ACCORDANCE WITH STATE AND COUNTY REGULATIONS.

2. I, CARLOS LEAL SUBDIVIDER OF LAS COMADRES ACRES PHASE III, HEREBY CERTIFY SEWER PERMITS ARE REQUIRED PRIOR TO BUILDING ON ANY LOT AND THAT AN ADEQUATE DRINKING WATER SOURCE IS IMMEDIATELY AVAILABLE TO EACH LOT OF THE TYPE QUALITY AND QUANTITY TO ENABLE EACH PERSON PURCHASING A LOT TO HAVE ADEQUATE WATER TO COMPLY WITH THE REGULATIONS AND LAWS OF THE STATE AS REQUIRED BY STATE AND COUNTY REGULATIONS.

CARKRIS, L.P.,
a Texas Limited Partnership

by: CARKRIS GP, LLC
a Texas Limited Liability Company,
its General Partner
by: Carlos G. Leal, JR., Manager

STATE OF TEXAS
COUNTY OF HIDALGO:

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED CARLOS G LEAL JR 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 CONSIDERATION THEREIN STATED, GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS THE 16th DAY OF October 2015.

NOTARY PUBLIC
MY COMMISSION EXPIRES Nov. 22 2018

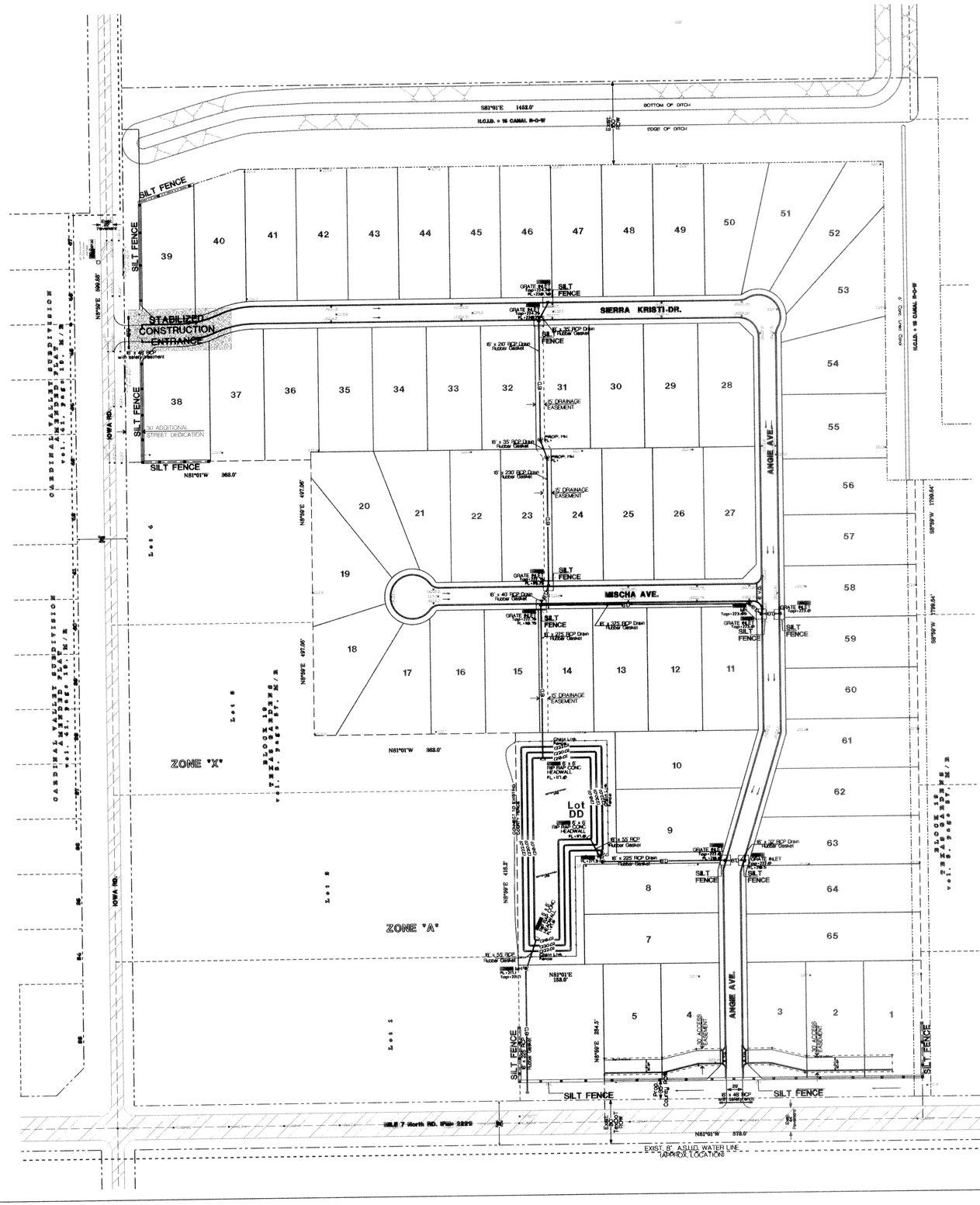
NOTARY PUBLIC
MARIBEL ORTIZ
Public, State of Texas
Commission Expires
November 22, 2018

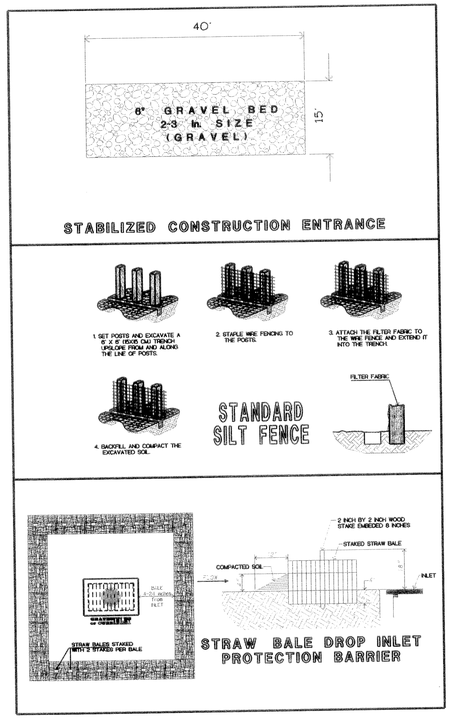
PRINCIPAL CONTACTS:

	NAME	ADDRESS	CITY & ZIP	PHONE	FAX
OWNER(S):	CARLOS G. LEAL, JR.	P.O. BOX 931	Mission, Texas 78572	(956) 581-4442	(956) 581-2607
ENGINEER:	STEVE SPOOR	302 South 4th Street	McAllen, Tx-78501	(956) 683 1000	(956) 683 1002
SURVEYOR:	CVO LAND SURVEYORS	57 Beaumont Ave	McAllen, Texas 78501	(956) 68-1551	(956) 68-1547

Prepared by:
Spoor Engineering Consultants, Inc.
TBPE# - F-6003
Consulting Engineers - Civil Land Planning
302 South 4th Street
McALLEN, TEXAS 78501
TEL. (956) 683-1000 FAX (956) 683-1002
spooreng@sbcglobal.net

SHEET NUM.
SW-1





NOTES

1.- SILT FENCE IN LANDSCAPE AREAS TO REMAIN UNTIL LANDSCAPE IS COMPLETED.

2.- CONSTRUCTION SEQUENCE:

1st. CONSTRUCT STABILIZED CONSTRUCTION ENTRANCE.
2nd. CONSTRUCT PERIMETER SILT FENCE
3rd. CONTRUCT NEW STORM DRAIN SYSTEM.
4rd. CONSTRUCT INLET SILT FENCES.
5rd. ROUGH GRADE SITE.
6rd. OTHER SITE WORK.
7rd. SILT FENCES IN LANDSCAPE AREA TO REMAIN UNTIL LANDSCAPE IS COMPLETE.
8rd. REMOVE SILT FENCES.

10-06-15

STATE OF TEXAS
STEPHEN SPOOR
56752
REGISTERED PROFESSIONAL ENGINEER

SPOOR ENGINEERING CONSULTANTS, INC.
Registration # F-6003

SPOOR ENGINEERING CONSULTANTS INC

Prepared by
SPOOR ENGINEERING CONSULTANTS, Inc.
202 South 4th. Street
McALLEN, TEXAS 78501
eMail spoorengr@sbcglobal.net
TEL. (956) 683 1000 FAX (956) 683 1002

PROJECT
LAS COMADRES ACRES
PHASE III
Hidalgo County, Texas

NAME OF PLAN
Storm Water Pollution Prevention Plan

DATE: 07-OCT-15
SCALE: 1" = 100'
DRAWING BY:
FB:

SHEET NUM.
SWP-1
OF SHEETS

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: 10-27-2015

PROPOSED **CARMONA** SUBDIVISION, PRECINCT No.**1.**

ENGINEER: **Nain Engineering** DEVELOPER: **Irma Herrera**

☐ PRELIMINARY APPROVAL ☒ FINAL APPROVAL ☐ FINAL APPROVAL WITH FINANCIAL GUARANTEE ☐ WITH VARIANCE

NUMBER OF LOTS: **2** ☒*SINGLE FAMILY ___ ☐*MULTI-FAMILY ___ ☐COMMERCIAL ___ ☐INSTITUTIONAL

LOCATION DESCRIPTION: **West of Mile 6 West Road approximately ¼ mile north of 18th Street.**

SUBDIVISION LIES WITHIN THE: ☒*ETJ of* **Weslaco** *and was approved by the P & Z and City Commission of said City*

DRAINAGE REPORT WAS APPROVED BY HCDD#1: ON **7/02/2015** PROPERTY LIES WITHIN FLOOD ZONE: **"B"** AS PER FEMA.

DRAINAGE DESIGN: **Re-grading Tulipan Avenue Road side ditch.**

ROAD R.O.W. DEDICATION: **No R.O.W. dedication is required for Tulipan Avenue.**

H.C.R.O.W. FINAL APPROVAL DATE: **8-06-2015** By, **Roy Gonzalez Pct. 1** R.O.W. AGENT

SEWER SYSTEM: ☒SANITARY SEWER BY: **Weslaco** LINE SIZE: **8"** LOCATION: **20 foot alley on the back of lot 5.**

WATER SERVICE PROVIDER: **MHWSC** LINE SIZE: **4"** LOCATION: **20 foot alley on the back of lot 5.**

H.C.O.E.C. FINAL APPROVAL DATE: **8-28-2015** : 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.

PRELIMINARY APPROVAL FROM THE HIDALGO COUNTY COMMISSIONERS COURT ON: **7-28-2015**

STAFF RECOMMENDS:

☐ **Preliminary Approval** *subject to comments and future recommendations by planning, other departments and the approval of the City of* **Weslaco**.

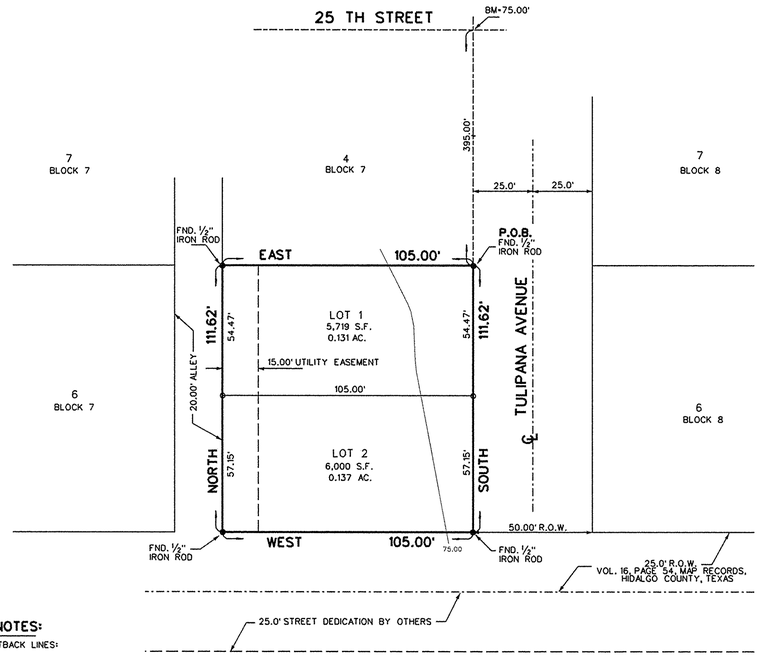
☒ **Final Approval** *subject to recommendations other departments*

☐ **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.*

CARMONA SUBDIVISION

A 0.269 ACRE TRACT OF LAND BEING ALL OF LOT 5, BLOCK 7, VILLA VERDE SUBDIVISION, ACCORDING TO THE MAP RECORDED IN VOLUME 16, PAGE 54, MAP RECORDS, HIDALGO COUNTY, TEXAS.



GENERAL NOTES:

1. MIN. BUILDING SETBACK LINES:
   FRONT 25.0'
   SIDE 6.0' OR EASEMENT WHICH EVER IS GREATER
   REAR 20% OF LOT DEPTH, 25.0' MINIMUM
   18.00' GARAGE / CAR PORT FRONT SET BACK

2. MINIMUM FINISH FLOOR NOTE:
   MINIMUM FINISH FLOOR ELEVATION SHALL BE 18" ABOVE CENTERLINE OF STREET. 18" ABOVE NATURAL GROUND, WHICHEVER IS GREATER ELEVATION CERTIFICATE MAY BE REQUIRED FOR LOTS LOCATED OUTSIDE A DESIGNATED FLOOD ZONE AT THE TIME FOR APPLICATION FOR CONSTRUCTION TO VERIFY PRE AND POST CONSTRUCTION FINISH FLOOR ELEVATIONS. AN ELEVATION CERTIFICATE SHALL BE REQUIRED FOR ALL LOTS WITHIN A DESIGNATED FLOOD ZONE AT THE TIME FOR A DEVELOPMENT PERMIT APPLICATION.

3. ● -DENOTES ½" IRON ROD FOUND UNLESS OTHERWISE NOTED.
   O -DENOTES ½" IRON ROD SET UNLESS OTHERWISE NOTED.
   ^ -DENOTES NAIL FOUND UNLESS OTHERWISE NOTED.

4. BENCHMARK ELEVATION 75.00' INTERSECTION OF TULIPANA AVE. AND 25th STREET U.S.G.S. MAP (NGVD 1988)

5. FLOOD ZONE DESIGNATION: ZONE "B"
   AREAS DETERMINED TO BE OUT SIDE 500 YEAR FLOOD PLAIN
   C.P.N. 480334 0525 C
   EFFECTIVE DATE: JANUARY 2, 1981

   CONSTRUCTION OF RESIDENTIAL HOUSING WITHIN ANY OF THE SUBDIVISION THAT IS IN THE 100-YEAR FLOOD PLAIN IS PROHIBITED UNLESS THE HOUSING QUALIFIES FOR FOR INSURANCE UNDER THE NATIONAL FLOOD INSURANCE ACT OF 1968 (42 U.S.C. SECTIONS 4001 THROUGH 4127).

6. DRAINAGE:
   IN ACCORDANCE WITH THE HIDALGO COUNTY DRAINAGE DISTRICT NO. 1 AND HIDALGO COUNTY REQUIREMENTS, THIS DEVELOPMENT WILL BE REQUIRED TO DETAIN A TOTAL OF 324 CUBIC -FEET 0.40 ACRE-FEET) OF STORM WATER RUNOFF. DRAINAGE DETENTION IN ACCORDANCE WITH THE LOCAL REQUIREMENTS WILL BE ACCOMPLISHED AS FOLLOWS: THE DRAINAGE FOR THIS DEVELOPMENT WILL BE SELF-CONTAINED WITH DETENTION AREA ON THE WEST SIDE OF THIS LOT

7. NO STRUCTURE SHALL BE PERMITTED OVER ANY EASEMENT.
   EASEMENTS SHALL BE KEPT CLEAR OF FENCES, BUILDINGS, SHEDS, SHRUBS TREES, AND OTHER PLANTINGS (EXCEPT LOW, LESS THAN 18 INCHES MATURE HEIGHT, GROUND COVER, GRASS, OR FLOWERS) AND OTHER OBSTRUCTIONS THAT WOULD INTERFERE WITH THE OPERATIONS AND MAINTENANCE OF THE EASEMENT.

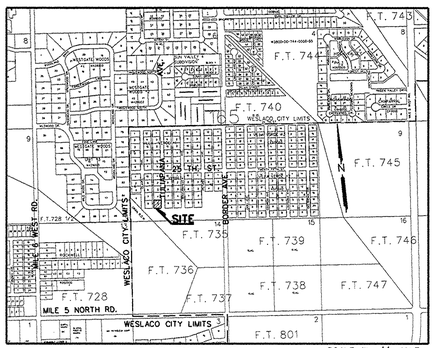
8. GENERAL NOTE FOR SINGLE FAMILY RESIDENCES:
   NO MORE THAN ONE-SINGLE FAMILY DETACHED DWELLING SHALL BE LOCATED ON EACH LOT.THIS MUST BE STIPULATED ON ALL DEEDS AND CONTRACTS FOR DEEDS

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. ALL PUBLIC UTILITIES EASEMENTS DEDICATED BY THIS PLAT SHALL BE A MINIMUM WIDTH OF 15.00 FEET AS PER THE HIDALGO COUNTY MODEL SUBDIVISION RULES. BY SIGNING THIS PLAT DEVELOPER AND ENGINEER CERTIFY THAT ALL OTHER EASEMENTS SHOWN COMPLY WITH THE SIZE REQUIRED BY EACH UTILITY PROVIDER OCCUPANCY AN EASEMENT.

11. A 4 FT WIDE MINIMUM SIDEWALK IS REQUIRED ON THE WEST SIDE OF TULIPANA AVENUE AT THE TIME OF BUILDING PERMIT

12. A STREET LIGHT WILL BE REQUIRED AT THE TIME OF BUILDING PERMIT



LOCATION MAP SCALE: 1" = ¼ MILE

LOCATION OF SUBDIVISION WITH RESPECT TO THE EXTRATERRITORIAL JURISDICTION OF A MUNICIPALITY:

CARMONA SUBDIVISION IS WITHIN HIDALGO COUNTY PRECINCT No. 1 AND IS LOCATED EASTERLY HIDALGO COUNTY, ON THE WEST SIDE OF TULIPANA AVENUE, 395.00 FEET SOUTH OF 25 TH STREET. THE ONLY NEARBY MUNICIPALITY IS THE CITY OF WESLACO (POPULATION OF 34,701 2010 CENSUS). CARMONA SUBDIVISION LIES WITHIN THE 5 MILE EXTRATERRITORIAL JURISDICTION OF CITY OF WESLACO UNDER LOCAL GOVERNMENT CODE § 212.001.

METES AND BOUNDS

A 0.269 ACRE TRACT OF LAND BEING ALL OF LOT 5, BLOCK 7, VILLA VERDE SUBDIVISION, ACCORDING TO THE MAP RECORDED IN VOLUME 16, PAGE 54, MAP RECORDS, HIDALGO COUNTY, TEXAS, AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT A ½" IRON ROD FOUND ON THE WEST R.O.W. LINE OF TULIPANA AVENUE FOR THE NORTHEAST CORNER OF LOT 5 AND THE NORTHEAST CORNER OF THIS TRACT:

THENCE: SOUTH, ALONG THE WEST R.O.W. LINE OF TULIPAN AVENUE AND THE EAST LINE OF LOT 5, A DISTANCE OF 111.62 FEET TO A ½" IRON ROD FOUND FOR THE SOUTHEAST CORNER OF THIS TRACT:

THENCE: WEST: ALONG THE SOUTH LINE OF LOT 5, A DISTANCE OF 105.00 FEET FTO A ½" IRON ROD FOUND FOR THE SOUTHWEST CORNER OF THIS TRACT:

THENCE: NORTH, ALONG THE WEST LINE OF LOT 5, A DISTANCE OF 111.62 FEET TO A ½" IRON ROD FOUND FOR THE NORTHWEST CORNER OF THIS TRACT:

THENCE: EAST, ALONG THE NORTH LINE OF LOT 5, A DISTANCE OF 105.00 FEET TO THE POINT OF BEGINNING AND CONTAINING 0.269 OF AN ACRE OF LAND MORE OR LESS.

STATE OF TEXAS
COUNTY OF HIDALGO

OWNER'S DEDICATION, CERTIFICATION, AND ATTESTATION
IRMA C. HERRERA AND DANIEL CARMONA OWNERS OF THE 0.269 ACRES TRACT OF LAND ENCOMPASSED WITHIN THE PROPOSED "CARMONA SUBDIVISION" HEREBY SUBDIVIDE THE LAND AS DEPICTED IN THIS SUBDIVISION PLAT AND DEDICATE TO PUBLIC USE THE STREETS, PARK AND EASEMENTS SHOWN HEREIN.
WE CERTIFY THAT WE HAVE COMPLIED WITH THE REQUIREMENTS OF TEXAS LOCAL GOVERNMENT CODE § 232.032 AND THAT

(A) THE WATER QUALITY AND CONNECTION TO THE LOTS MEET, OR WILL MEET, THE MINIMUM STATE STANDARDS;
(B) SEWER CONNECTION TO THE LOTS OR SEPTIC TANKS MEET, OR WILL MEET, THE MINIMUM REQUIREMENTS OF STATE STANDARDS;
(C) ELECTRICAL CONNECTION PROVIDED TO THE LOTS MEET, OR WILL MEET, MINIMUM STATE STANDARDS: AND
(D) GAS CONNECTION, IF AVAILABLE, PROVIDED TO THE LOTS MEET, OR WILL MEET, THE MINIMUM STATE STANDARDS.

WE ATTEST THAT THE MATTERS ASSERTED IN THIS PLAT IS TRUE AND COMPLETE.

OWNER: IRMA C. HERRERA
ADDRESS: 2508 TULIPANA
WESLACO, TEXAS. 78596

OWNER: DANIEL CARMONA
ADDRESS: 2508 TULIPANA
WESLACO, TEXAS. 78596

STATE OF TEXAS
COUNTY OF HIDALGO

BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC, ON THIS DAY PERSONALLY APPEARED IRMA C. HERRERA AND DANIEL CARMONA PROVED TO BE THROUGH THEIR TEXAS DEPARTMENT OF PUBLIC SAFETY DRIVER LICENSE TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT, WHO, BEING BY ME DULY SWORN, DECLARED THAT THEIR STATEMENTS THEREIN ARE TRUE AND CORRECT AND ACKNOWLEDGED THAT THEY EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATION THEREBY EXPRESSED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS 17th DAY OF AUGUST, 2015

LEONOR ARRATIA
Notary Public, State of Texas
My commision Expires
December 19, 2018

NOTARY PUBLIC, FOR THE STATE OF TEXAS

APPROVED BY DRAINAGE DISTRICT:

HIDALGO COUNTY DRAINAGE DISTRICT NO.1 HEREBY CERTIFIES THAT THE DRAINAGE PLANS FOR THIS SUBDIVISION COMPLY WITH THE MINIMUM STANDARDS OF THE DISTRICT ADOPTED UNDER TEXAS. WATER CODES 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 AND HIS ENGINEER TO MAKE THEIR DETERMINATIONS.

HIDALGO COUNTY DRAINAGE DISTRICT NO.1

RAUL E. SESIN, P.E., C.F.M.
GENERAL MANAGER

8/24/15
DATE

I, THE UNDERSIGNED, THE MAYOR OF THE CITY OF WESLACO, TEXAS, HEREBY CERTIFY THAT THIS SUBDIVISION PLAT CONFORMS TO ALL REQUIREMENTS OF THE SUBDIVISION REGULATIONS OF THIS CITY WHEREIN MY APPROVAL IS REQUIRED.

MAYOR, CITY OF WESLACO DATE

CITY SECRETARY DATE

THIS SUBDIVISION PLAT OF CARMONA SUBDIVISION HAS BEEN SUBMITTED TO AND CONSIDERED BY THE PLANNING COMMISSION OF THE CITY OF WESLACO CITY OF WESLACO, TEXAS, AND IS HEREBY APPROVED BY SUCH COMMISSION.

DATED THIS _____ DAY OF _____, 2015 A.D.

CHAIRMAN, PLANNING & ZONING COMMISSION

STATE OF TEXAS
COUNTY OF HIDALGO

I, HOMERO LUIS GUTIERREZ, A REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF TEXAS HEREBY CERTIFY THAT THIS PLAT IS TRUE AND CORRECTLY MADE AND IS PREPARED FROM AN ACTUAL SURVEY ON THE PROPERTY MADE UNDER MY SUPERVISION ON THE GROUND AND THAT THE CORNER MONUMENTS WERE PROPERLY PLACED UNDER MY SUPERVISION.

HOMERO LUIS GUTIERREZ, RPLS 08/10/2015
HOMERO LUIS GUTIERREZ
REGISTERED PROFESSIONAL LAND SURVEYOR No. 2791
2600 SAN DIEGO
MISSION, TEXAS 78572

STATE OF TEXAS
REGISTERED
HOMERO LUIS GUTIERREZ
2791
PROFESSIONAL LAND SURVEYOR

HIDALGO COUNTY
CERTIFICATE OF PLAT APPROVAL
UNDER LOCAL GOVERNMENT CODE § 232.028(A)

WE THE UNDERSIGNED CERTIFY THAT THIS PLAT OF THE CARMONA SUBDIVISION WAS REVIEWED AND APPROVED BY THE HIDALGO COUNTY COMMISSIONERS COURT ON _____, 2015.

HIDALGO COUNTY JUDGE DATE

ATTEST:_____
HIDALGO COUNTY CLERK DATE

STATE OF TEXAS
COUNTY OF HIDALGO

I, THE UNDERSIGNED, GUILLERMO A. ARRATIA, A LICENSED PROFESSIONAL ENGINEER, IN THE STATE OF TEXAS, DO HEREBY CERTIFY THAT THE PROPER ENGINEERING CONSIDERATION HAS BEEN GIVEN TO THIS PLAT.

GUILLERMO A. ARRATIA, P.E. 8/17/15
GUILLERMO A. ARRATIA
LICENSED PROFESSIONAL ENGINEER No. 94001
526 N. 5TH ST.
DONNA, TEXAS. 78537

STATE OF TEXAS
GUILLERMO A ARRATIA
94001
LICENSED
PROFESSIONAL ENGINEER

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

PRINCIPAL CONTACTS:

	NAME	ADDRESS	CITY & ZIP	PHONE
OWNER:	IRMA C. HERRERA	2508 TULIPAN	WESLACO, TEXAS. 78596	(956) 756-1990
ENGINEER:	GUILLERMO A. ARRATIA, P.E.	526 N. 5TH ST.	DONNA, TX 78537.	(956) 784-0218
SURVEYOR:	HOMERO L. GUTIERREZ	2600 SAN DIEGO	MISSION, TEXAS 78572	(956) 583-5479

DATE OF PREPARATION: MAY 13, 2015

NAIN ENGINEERING, L.L.C.
CONSULTING ENGINEER
526 N. 5TH STREET
DONNA, TEXAS. 78537
FIRM NO. F-9050
PH. (956) 784-0218
E-MAIL:NAINENGINEERING@YAHOO.COM

SHEET 1 OF 2

INDEX TO SHEET OF CARMONA SUBDIVISION

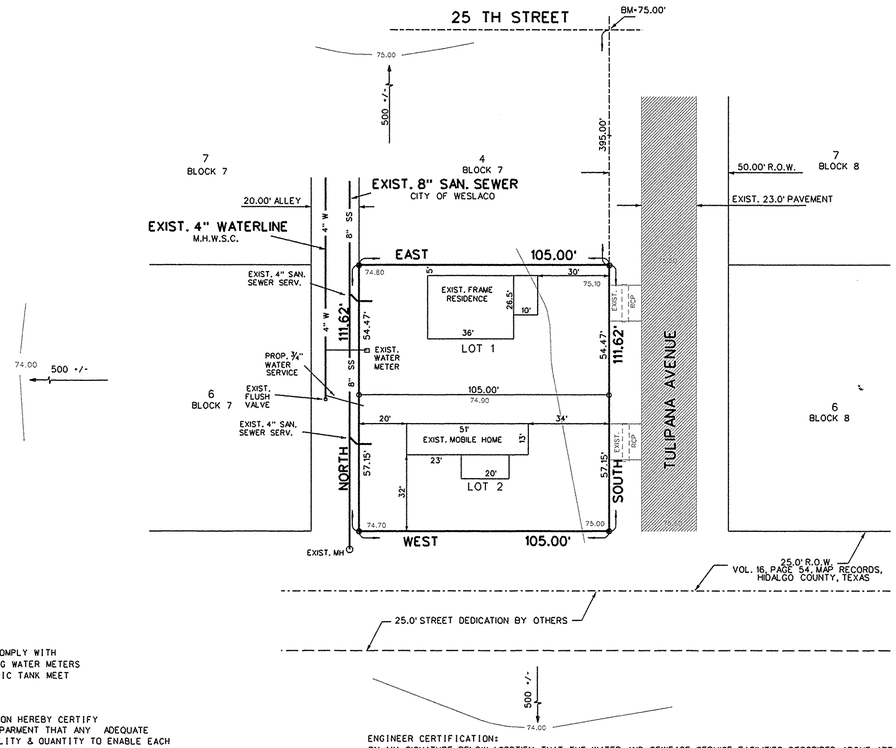
SHEET 1	HEADING: INDEX: LOCATION MAP AND ETJ: PRINCIPAL CONTACTS: PLAT WITH LOTS, STREETS, AND EASEMENT DESIGNATIONS: LEGAL DESCRIPTION (METES AND BOUNDS): SURVEYOR'S AND ENGINEER'S CERTIFICATION: PLAT NOTES AND RESTRICTIONS: OWNER'S DEDICATION, CERTIFICATION, AND ATTESTATION: COUNTY APPROVAL CERTIFICATE: COUNTY CLERK'S RECORDING CERTIFICATE: HIDALGO COUNTY CERTIFICATE OF PLAT APPROVAL: DESCRIPTION OF LOCATION OF SUBDIVISION WITH RESPECT TO THE ETJ OF A MUNICIPALITY AND DESIGNATE THE PRECINCT THE PROJECT IS SITUATED: H.C.D.D. CERTIFICATION: OF APPROVAL: REVISION NOTES.
SHEET 2	WATER DISTRIBUTION AND ON-SITE SEWAGE FACILITY: ENGINEERING REPORT (ENGLISH AND SPANISH VERSION): INCLUDING DESCRIPTION OF WATER AND WASTE WATER AND ENGINEER'S CERTIFICATION (ENGLISH AND SPANISH VERSION): TYPICAL WATER SERVICE CONNECTION: OWNER'S DEDICATION, CERTIFICATION, AND ATTESTATION DRAINAGE REPORT INCLUDING DESCRIPTION OF DRAINAGE AND HOW IT WILL SERVE THIS DEVELOPMENT: MAP OF TOPOGRAPHY AND DRAINAGE, AND ENGINEER'S CERTIFICATION: REVISION NOTES: CONSTRUCTION DETAILS

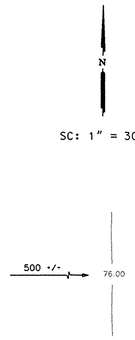
MAP OF TOPOGRAPHY AND DRAINAGE
MAPA DE TOPOGRAFIA Y DRENAJE

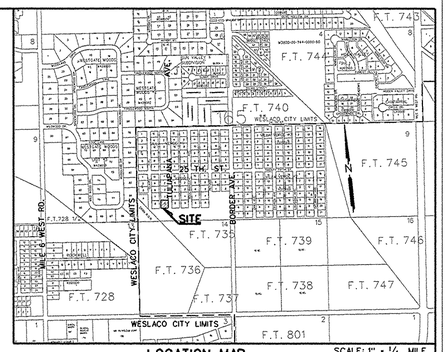
CARMONA SUBDIVISION

A 0.269 ACRE TRACT OF LAND BEING ALL OF LOT 5, BLOCK 7, VILLA VERDE SUBDIVISION, ACCORDING TO THE MAP RECORDED IN VOLUME16, PAGE 54, MAP RECORDS, HIDALGO COUNTY, TEXAS.

MAP OF WATER DISTRIBUTION SYSTEM
MAPA DE DISTRIBUCION DE AGUA







LOCATION MAP SCALE: 1" = 1/4 MILE

LOCATION OF SUBDIVISION WITH RESPECT TO THE EXTRATERRITORIAL JURISDICTION OF A MUNICIPALITY:

CARMONA SUBDIVISION IS WITHIN HIDALGO COUNTY PRECINCT No. 1 AND IS LOCATED EASTERLY HIDALGO COUNTY, ON THE WEST SIDE OF TULIPANA AVENUE, 395.00 FEET SOUTH OF 25 TH STREET. THE ONLY NEARBY MUNICIPALITY IS THE CITY OF WESLACO (POPULATION OF 34,701 2010 CENSUS). CARMONA SUBDIVISION LIES WITHIN THE 5 MILE EXTRATERRITORIAL JURISDICTION OF CITY OF WESLACO UNDER LOCAL GOVERNMENT CODE § 212.001.

DRAINAGE REPORT:

MAY 14, 2015
DRAINAGE REPORT:
BY: GUILLERMO A. ARRATIA, P.E.

CARMONA SUBDIVISION
HIDALGO COUNTY, TEXAS

PROJECT LOCATION:
THE PROPERTY IS LOCATED ON THE WEST SIDE OF TULIPANA AVENUE, 395.00 FEET SOUTH OF 25TH STREET

FLOOD PLAIN:
THE SUBJECT TRACT LIES IN ZONE "B":
AREAS DETERMINED TO BE OUTSIDE 500-YEAR FLOOD PLAIN.
IN ACCORDANCE WITH FEMA FIRM MAP NO. 480334 0525 C
EFFECTIVE DATE: JANUARY 2, 1981

SOIL CONDITIONS:
A REVIEW OF THE SOIL SURVEY OF HIDALGO COUNTY INDICATES THE SUBJECT TRACT LIES IN AN AREA OF PREDOMINANTLY RAYMONDVILLE SANDY CLAY LOAM SOIL THAT HAS A POOR LOW SHRINK-SWALE POTENTIAL AND IS LISTED IN HYDROLOGICAL GROUP D.

EXISTING CONDITIONS:
THE SUBJECT TRACT IS CURRENTLY DEVELOPED. THE EXISTING TERRAIN HAS A GRADE OF APPROXIMATLEY 0.1%. EXISTING RUNOFF 2.40. CFS) FROM THE SITE IS BY FORM OF SHEET FLOW RUNS TOWARDS THE SOUTH SIDE OF THIS TRACT.

PROPOSED CONDITIONS:
THE PROPOSED CONDITIONS FOR THIS SUBJECT TRACT CONSIST OF 2 RESIDENTIAL LOTS. THE STORM SEWER RUNOFF AFTER DEVELOPMENT TO BE 0.4 CFS, I HAVE CALCULATED THAT 324 CF OF STORM SEWER FOR A 10-YEAR DESIGN FREQUENCY AND WILL BE DETAINED WITHIN THE PROPERTY BY EXISTING NATURAL LOW AREAS, AND OUTFALLING INTO THE RE-GRADED ROAD SIDE DITCH. AND THERE IS NO FUTURE IMPROVEMENTS FOR THESE LOTS AT THIS TIME. DRAINAGE PLAN TO BE APPROVED BY THE COUNTY OF HIDALGO AT THE TIME OF ISSUANCE OF BUILDING PERMIT.

CERTIFICATION:
BY MY SIGNATURE BELOW, I CERTIFY THAT THIS SUBDIVISION LIES IN A

THE SUBJECT TRACT LIES IN ZONE "B":
AREAS DETERMINED TO BE OUTSIDE 500-YEAR FLOOD PLAIN.
AREAS DETERMINED TO BE OUTSIDE 500-YEAR FLOOD PLAIN.
IN ACCORDANCE WITH FEMA FIRM MAP NO. 480334 0525 C
BASED ON GRAPHICAL REPRESENTATION ON DATE SIGN.

GUILLERMO A. ARRATIA, P.E.
LICENSED PROFESSIONAL ENGINEER NO. 94001 8/14/15
526 N. 5TH ST.
DONNA, TEXAS. 78537

STATE OF TEXAS
GUILLERMO A ARRATIA
94001
LICENSED PROFESSIONAL ENGINEER

SUBDIVIDER CERTIFICATION:

1.- BY COMPLETING THE IMPROVEMENTS DESCRIBED ON THE PLAT, SUBDIVIDER WILL COMPLY WITH MINIMUM STATE STANDARDS AND THAT (a) WATER QUALITY AND CONNECTIONS INCLUDING WATER METERS TO THE LOT MEET SUCH STANDARDS AND (b) SEWER CONNECTIONS TO THE LOT OR SEPTIC TANK MEET OR WILL MEET SUCH STANDARDS AND WILL BE BY STATE AND COUNTY REGULATIONS.

SUBDIVIDER STATEMENT:

1.- WE IRMA C. HERRERA AND DANIEL CARMONA SUBDIVIDERS OF CARMONA SUBDIVISION HEREBY CERTIFY SEWER PERMITS HAVE BEEN PAID AND ARE ON FILE WITH THE HIDALGO COUNTY HEALTH DEPARMENT THAT ANY ADEQUATE DRINKING WATER SOURCE IS IMMEDIATELY AVAILABLE TO EACH LOT OF THE TYPE, QUALITY & QUANTITY TO ENABLE EACH PERSON PURCHASING A LOT HAVE ADEQUATE WATER TO COMPL WITH THE REGULATIONS AND THE LAWS TO THE STATE AS REQUIRED BY STATE AND COUNTY REGULATIONS.

OWNER: IRMA C. HERRERA
ADDRESS: 2508 TULIPAN
WESLACO, TEXAS. 78596

OWNER: DANIEL CARMONA
ADDRESS: 2508 TULIPAN
WESLACO, TEXAS. 78596

STATE OF TEXAS
COUNTY OF HIDALGO

BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC, ON THIS DAY PERSONALLY APPEARED IRMA C. HERRERA AND DANIEL CARMONA PROVED TO BE THROUGH THEIR TEXAS DEPARTMENT OF PUBLIC SAFETY DRIVER LICENSE TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT, WHO, BEING BY ME DULY SWORN, DECLARED THAT THEIR STATEMENTS THEREIN ARE TRUE AND CORRECT AND ACKNOWLEDGED THAT THEY EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATION THEREBY EXPRESSED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS 14th DAY OF AUGUST, 2015

LEONOR ARRATIA
Notary Public, State of Texas
My commision Expires
December 19, 2018

NOTARY PUBLIC, FOR THE STATE OF TEXAS

FINAL WATER AND SEWER ENGINEERING REPORT

WATER SUPPLY: DESCRIPTION, COST, AND OPERABILITY DATE:

CARMONA SUBDIVISION WILL BE PROVIDED WITH POTABLE WATER BY THE MILITARY HIGHWAY WATER SUPPLY CORPORATION (M.H.W.S.C.). THE SUBDIVIDER, AND M.H..W.S.C.. HAVE ENTERED INTO A CONTRACT IN WHICH M.H.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.

M.H..W.S.C. HAS AN EXISTING 4 " DIAMETER WATERLINE RUNNING ALONG THE ALLEY

WATER DISTRIBUTION FOR CARMONA SUBDIVISION CONSIST OF A PROPOSED 1-3/4" DIAMETER WATER SERVICE FOR LOT 2 , SAID SERVICE TERMINATE AT THE WATER METER BOX, AND THE METER BOX HAVE ALREADY BEEN INSTALLED AT A TOTAL COST OF $ 240.00, IN ADDITION THE THE SUBDIVIDER HAS PAID M.H.W.S.C. THE SUM OF $ 1,196.00, WHICH COVERS THE COST FOR LOT 2, AS STATED IN THE 30 YEAR WATER SERVICE AGREEMENT WHICH SUM REPRESENTS THE TOTAL COST OF THE WATER METER, RIGHTS ACQUISITION FEES, AND ALL MEMBERSHIP OR OTHER FEES ASSOCIATED WITH CONNECTING THE INDIVIDUAL LOTS IN THE SUBDIVISION TO M.H.W.S.C.. UPON REQUEST BY THE LOT OWNER, M.H.W.S.C.. WILL PROMPTLY INSTALL AT NO CHARGE THE WATER METER.

THE ENTIRE WATER FACILITIES HAVE BEEN APPROVED AND ACCEPTED BY M.H.W.S.C.. ,AND SAID DISTRIBUTION SYSTEM IS OPERABLE AS OF THE DATE OF THE RECORDING OF THE PLAT.

LOT 1 HAS AN EXISTING WATER METER.

SEWAGE FACILITIES: DESCRIPTION, COSTS, AND OPERABILITY DATES:

LOTS 1 AND 2 HAVE AN EXISTING 4" SANITARY SEWER SERVICE

ENGINEER CERTIFICATION:
BY MY SIGNATURE BELOW, I CERTIFY THAT THE WATER AND SEWEAGE SERVICE FACILITIES DESCRIBED ABOVE ARE IN COMPLIANCE WITH THE MODEL RULES ADOPTED UNDER SECTION 16.343, WATER CODE. I CERTIFY THAT THE COST TO INSTALL THE WATER DISTRIBUTION SYETEM AND ONSITE SEWAGE FACILITIES, DISCUSSED ABOVE, ARE AS FOLLOWS:

WATER FACILITIES - THESE FACILITIES FULLY CONSTRUCTED, WITH THE INSTALLATION OF WATER METER, WILL COST A GRAND TOTAL OF $ 1,196.00

SEWAGE FACILITIES
LOTS 1 AND 2 HAVE AN EXISTING 4" SANITARY SEWER SERVICE

FINAL WATER AND SEWER ENGINEERING REPORT IN SPANISH

PROVISION DE AGUA: DESCRIPCION, GASTOS Y FECHA DE INICIO

LA SUBDIVISION DE CARMONA SUBDIVISION RECIBIRA SU PROVISION DE AGUA DE MILITARY HIGHWAY WATER SUPPLY COORPORATION. EL DUENO DE LA SUBDIVISION Y LA COMPANIA AGUA M.H..W.S.C. HAN FIRMADO UN CONTRATO POR EL CUAL LA SUBDIVISION RECIBIRA SU PROVISION DE AGUA POR LOS PROXIMOS 30 ANOS. M.H.W.S.C.. HA PRESENTADO DOCUMENTACION PARA DEMOSTRAR A LARGO PLAZO LA CANTIDAD Y CALIDAD DE AGUA ACCESIBLE PARA SERVIR EL FUTURO DESARROLLO DE LA SUBDIVISION.

EL SISTEMA DE PROVISION DE AGUA PARA LA SUBDIVISION DE CARMONA SUBDIVISION CONSISTE DE UN CONDUCTO DE AGUA EXISTENTE DE 4 PULGADAS DE DIAMETRO QUE PASA POR EL CALLEON

DEL CONDUCTO DE AGUA DE 4 PULGADAS SE INSTALARA UN CONDUCTO DE 3/4 PULGADA DEDIAMETRO PARA EL LOTE 2 Y EL MEDIDOR MECANICO DE AGUA A UN COSTO TOTAL DE $ 240.00
EL DUENO DE LA SUBDIVISION TAMBIEN LE HA PAGADO A M.H..W.S.C.. $ 1,196.00 POR LA SUBDIVISION QUE CUBRE EL COSTO DEL MEDIDOR MECANICO DE AGUA PARA CADA LOTE. ESTE PRECIO INCLUYE EL COSTO DE LA INSTALACION DEL MEDIDOR Y LOS GASTOS DE CONEXION. CUANDO EL DUENO DEL LOTE SOLICITE EL MEDIDOR DE AGUA, LA COMPANIA DE M.H..W.S.C... LO INSTALARA SIN COSTO ALGUNO AL DUENO DE LA SUBDIVISION, EL SISTEMA DE AGUA ESTARA EN FUNCIONAMIENTO COMPLETO ANTES O EN LA FECHA, EN LA CUAL LA SUBDIVISION SEA REGISTRADA EN EL CONDADO DE HIDALGO.

YA EXISTE UN MEDIROR DE AGUA PARA EL LOTE 1

DRENAJE: DESCRIPCION, GASTOS Y FECHA DE INICIO PARA FACILITAR EL DRENAJE PARA LA SUBDIVISION.

YA EXISTEN 1 SERVICIO DE 4 PULGADAS PARA CADA LOTE

CERTIFICATION:

CON MI FIRMA, CERTIFICO QUE LOS SERVICIOS Y SISTEMAS DE AGUA Y DE DRENAJE, DESCRITOS EN ESTE DOCUMENTO CUMPLEN CON LAS MODEL SUBDIVISION RULES (LAS REGLAS GOBERNANDO A LAS SUBDIVISIONES), ADOPTADAS EL LA SECCION 16.343 DEL TEXAS WATER CODE (CODIGO DE AGUA TEXAS). CERTIFICO QUE LOS GASTOS PARA INSTALAR LOS SISTEMAS DE AGUA Y DE DRENAJE SON:

AGUA: EL SISTEMA/SERVICIO DE AGUA SERA INSTALADO Y COMPLETAMENTE CONSTRUIDO MENOS EL MEDIDOR MECANICO DE AGUA QUE COSTARA UN TOTAL DE $ 1,196.00

DENAJE: YA EXISTE UN SERVICIO DE 4 PULGADAS PARA CADA LOTE

GUILLERMO A. ARRATIA, P.E.
LICENSED PROFESSIONAL ENGINEER NO. 94001 8/14/15
526 N. 5TH ST.
DONNA, TEXAS. 78537

STATE OF TEXAS
GUILLERMO A ARRATIA
94001
LICENSED PROFESSIONAL ENGINEER

COST ESTIMATE:

STREET PAVING:	$ 000.00
WATER SUPPLY SYSTEM	$ 1,196.00
SEWER SYSTEM	$ 000.00
DRAINAGE	$ 000.00

REVISION NOTES

No.	SHEET	REVISION	DATE	APPROVED

DATE OF PREPARATION: MAY 13, 2015

PRINCIPAL CONTACTS:

	NAME	ADDRESS	CITY & ZIP	PHONE
OWNER:	IRMA C. HERRERA	2508 TULIPAN	WESLACO, TEXAS. 78596	(956) 756-1990
ENGINEER:	GUILLERMO A. ARRATIA, P.E.	526 N. 5TH ST.	DONNA, TX 78537	(956) 784-0218
SURVEYOR:	HOMERO L. GUTIERREZ	2600 SAN DIEGO	MISSION, TEXAS 78572	(956) 583-5479

NAIN ENGINEERING, L.L.C.
CONSULTING ENGINEER
526 N. 5TH STREET
DONNA, TEXAS. 78537
FIRM NO. F-9050
PH. (956) 784-0218
E-MAIL: NAINENGINEERING@YAHOO.COM

SHEET 2 OF 2

INDEX TO SHEET OF CARMONA SUBDIVISION

SHEET 1	HEADING: INDEX: LOCATION MAP AND ETJ: PRINCIPAL CONTACTS:
	PLAT WITH LOTS, STREETS, AND EASEMENT DESIGNATIONS: LEGAL DESCRIPTION (METES AND BOUNDS): SURVEYOR'S AND ENGINEER'S CERTIFICATION: PLAT NOTES AND
	RESTRICTIONS: OWNER'S DEDICATION, CERTIFICATION, AND ATTESTATION: COUNTY APPROVAL
	CERTIFICATE: COUNTY CLERK'S RECORDING CERTIFICATE: HIDALGO COUNTY CERTIFICATE OF PLAT APPROVAL: DESCRIPTION OF LOCATION OF SUBDIVISION WITH RESPECT TO THE ETJ OF A MUNICIPALITY AND DESIGNATE THE PRECINCT THE PROJECT IS SITUATED:
	H.C.D.D.
	OF APPROVAL: REVISION NOTES.
SHEET 2	WATER DISTRIBUTION AND ON-SITE SEWAGE FACILITY. ENGINEERING REPORT
	(ENGLISH AND SPANISH VERSION): INCLUDING DESCRIPTION OF WATER AND WASTE
	WATER AND ENGINEER'S CERTIFICATION (ENGLISH AND SPANISH VERSION):
	TYPICAL WATER SERVICE CONNECTION: OWNER'S DEDICATION, CERTIFICATION, AND ATTESTATION
	DRAINAGE REPORT INCLUDING DESCRIPTION OF DRAINAGE AND HOW IT WILL SERVE THIS DEVELOPMENT: MAP OF TOPOGRAPHY AND DRAINAGE, AND ENGINEER'S
	CERTIFICATION: REVISION NOTES: CONSTRUCTION DETAILS

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: 10-27-2015

PROPOSED Jardin De La Flor SUBDIVISION, PRECINCT No. 1.

ENGINEER: Nain Engineering DEVELOPER: Adan Perales

☐ PRELIMINARY APPROVAL ☒ FINAL APPROVAL ☐ FINAL APPROVAL WITH FINANCIAL GUARANTEE ☐ WITH VARIANCE

NUMBER OF LOTS: 7 ☒*SINGLE FAMILY 1 ☒*MULTI-FAMILY 2 ☒COMMERCIAL ____ ☐INSTITUTIONAL

LOCATION DESCRIPTION: Southeast corner of Mile 14 North Road and FM 88.

SUBDIVISION LIES WITHIN THE: ☒ *The rural area of the County.*

DRAINAGE REPORT WAS APPROVED BY HCDD#1: ON 4/23/2014 PROPERTY LIES WITHIN FLOOD ZONE: " X " AS PER FEMA.

DRAINAGE DESIGN: Detention wil be provided within the depressed areas of each lot. Contractor will re-construct Mile 14 North roadside ditch.

ROAD R.O.W. DEDICATION: 20 feet on Mile 14 North Road and 10 feet on FM 88.

H.C.R.O.W. FINAL APPROVAL DATE: 4/24/2014 By, Roy Gonzalez, Pct 1 R.O.W. AGENT

H.C.H.D. FINAL APPROVAL DATE: 3/24/2015 By, Elizardo "Chardo" Ramos Environmental Health Division Manager

SEWER SYSTEM: ☒ OSSF HAVE BEEN INSTALLED AND INSPECTED BY HCHD .

WATER SERVICE PROVIDER: NAWSC LINE SIZE: 2" LOCATION: Mile 14 North Road.

H.C.O.E.C. FINAL APPROVAL DATE: 9/01/2015 : 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: 5/27/2015

STAFF RECOMMENDS:

☐ **Preliminary Approval** *subject to comments and future recommendations by planning, other departments and the approval of the City of _____.*

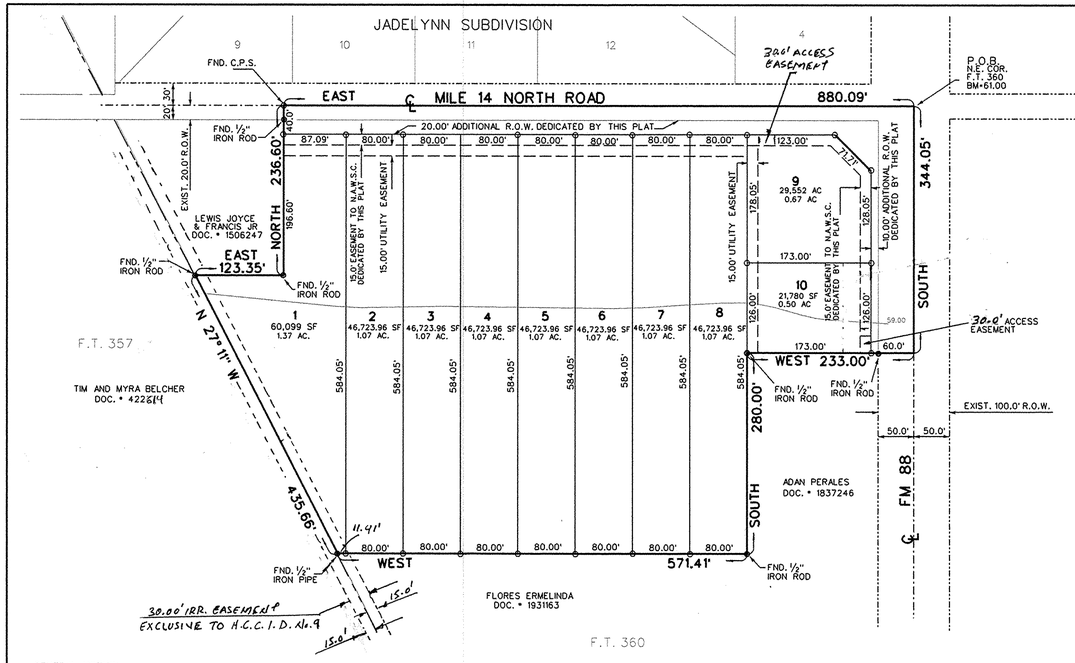
☒ **Final Approval** *subject to recommendations other departments*

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.*

JARDIN DE LA FLOR SUBDIVISION

A 11.30 ACRE TRACT OF LAND OUT OF FARM TRACT 360, WEST TRACT SUBDIVISION, ACCORDING TO MAP RECOREDED IN VOLUME 2, PAGES 34-37, MAP RECORDS, HIDALGO COUNTY, TEXAS.



SC: 1" = 100'

METES AND BOUNDS

A 11.30 ACRE TRACT OF LAND OF OF FARM TRACT 360, WEST TRACT SUBDIVISION, ACCORDING TO THE MAP RECORDED IN VOLUME 2, PAGES 34-37, MAP RECORDS, HIDALGO COUNTY, TEXAS, AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT A POINT AT HE INTERSECTION OF FM 88 AND MILE 14 NORTH ROAD FOR THE NORTHEAST CORNER OF FARM TRACT 360 AND THE NORTHEAST CORNER OF THIS TRACT:

THENCE: SOUTH, ALONG THE CENTERLINE OF FM 88 AND THE EAST LINE OF FARM TRACT 360, A DISTANCE OF 344.05 FEET TO A POINT FOR THE SOUTHEAST CORNER OF THIS TRACT:

THENCE: WEST, PASSING AT 50.00 FEET TO A ½" IRON ROD FOUND FOR THE WEST R.O.W. LINE OF FM 88, A TOTAL DISTANCE OF 233.00 FEET TO A ½" IRON ROD FOUND FOR AN INTERIOR CORNER OF THIS TRACT:

THENCE: SOUTH, A DISTANCE OF 280.00 FEET TO A ½" IRON ROD FOUND FOR AN EXTERIOR CORNER OF THIS TRACT:

THENCE: WEST, A DISTANCE OF 571.41 FEET TOA ½" IRON PIPE FOUND ON THE WEST LINE OF FARM TRACT 360 FOR THE SOUTHWEST CORNER OF THIS TRACT:

THENCE: N 27° 11' W, ALONG THE WEST LINE OF FARM TRACT 360, A DISTANCE OF 435.66 FEETTO A ½" IRON ROD FOUND FOR AN EXTERIOR CORNER OF THIS TRACT:

THENCE: EAST, A DISTANCE OF 123.35 FEET TO A ½" IRON ROD FOUND FOR AN INTERIOR CORNER OF THIS TRACT:

THENCE: NORTH, PASSING AT 216.60 FEET TO A ½" IRON ROD FOUND ON THE SOUTH R.O.W. LINE OF MILE 14 NORTH ROAD, A TOTAL DISTANCE OF 236.60 FEET TO A COTTON PICKER SPINDLE FOUND ON THE NORTH LINE OF FARM TRACT 360 AND IN THE CENTERLINE OF MILE 14 NORTH ROAD FOR THE NORTHWEST CORNER OF THIS TRACT:

THENCE: EAST, ALONG THE NORTH LINE OF FARM TRACT 360 AND THE CENTERLINE OF MILE 14 NORTH ROAD, A DISTANCE OF 880.09 FEET TO THE POINT OF BEGINNING AND CONTAINING 11.30 ACRES OF LAND MORE OR LESS.

STATE OF TEXAS
COUNTY OF HIDALGO

OWNER'S DEDICATION, CERTIFICATION, AND ATTESTATION

WE, ADAN PERALES AND ALFREDO PERALES OWNERS OF THE 11.30 ACRES TRACT OF LAND ENCOMPASSED WITHIN THE PROPOSED "JARDIN DE LA FLOR SUBDIVISION" HEREBY SUBDIVIDE THE LAND AS DEPICTED IN THIS SUBDIVISION PLAT AND DEDICATE TO PUBLIC USE THE STREETS, PARK AND EASEMENTS SHOWN HEREIN.
WE CERTIFY THAT WE HAVE COMPLIED WITH THE REQUIREMENTS OF TEXAS LOCAL GOVERNMENT CODE § 232.032 AND THAT

(A) THE WATER QUALITY AND CONNECTION TO THE LOTS MEET, OR WILL MEET, THE MINIMUM STATE STANDARDS:
(B) SEWER CONNECTION TO THE LOTS OR SEPTIC TANKS MEET, OR WILL MEET, THE MINIMUM REQUIREMENTS OF STATE STANDARDS:
(C) ELECTRICAL CONNECTION PROVIDED TO THE LOTS MEET, OR WILL MEET, MINIMUM STATE STANDARDS: AND
(D) GAS CONNECTION, IF AVAILABLE, PROVIDED TO THE LOTS MEET, OR WILL MEET, THE MINIMUM STATE STANDARDS.

WE ATTEST THAT THE MATTERS ASSERTED IN THIS PLAT IS TRUE AND COMPLETE.

OWNER: ADAN PERALES
ADDRESS: 10339 N. FM 88
WESLACO, TEXAS. 78596

OWNER: ALFREDO PERALES
ADDRESS: 10339 N. FM 88
WESLACO, TEXAS. 78596

STATE OF TEXAS
COUNTY OF HIDALGO

BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC, ON THIS DAY PERSONALLY APPEARED ADAN PERALES AND ALFREDO PERALES PROVED TO BE THROUGH THEIR TEXAS DEPARTMENT OF PUBLIC SAFETY DRIVER LICENSE TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT, WHO, BEING BY ME DULY SWORN, DECLARED THAT THEIR STATEMENTS THEREIN ARE TRUE AND CORRECT AND ACKNOWLEDGED THAT THEY EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATION THEREBY EXPRESSED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS 6th DAY OF MARCH, 2015

LEONOR ARRATIA
Notary Public, State of Texas
My commision Expires
December 19, 2018

NOTARY PUBLIC, FOR THE STATE OF TEXAS

THIS PLAT IS HERE BY APPROVED BY THE HIDALGO & CAMERON COUNTY IRRIGATION DISTRICT No. 9
DATED THIS 28th DAY OF May, 2015

NO IMPROVEMENTS OF ANY KIND SHALL BE PLACED UPON HCID * 9 RIGHTS-OF-WAY OR EASEMENTS WITHOUT THE EXPRESSED WRITTEN PERMISSION OF HCID * 9. NOTE: IT IS UNDERSTOOD THAT THE RATE OF FLOW OF DRAIN WATER WILL BE NO GREATER THAN THE RATE OF FLOW OF DRAIN WATER WHEN THE LAND WAS IN AGRICULTURAL USE.
NOTE: HCCID * 9 WILL NOT BE RESPONSIBLE FOR DRAINAGE OF DELIVERTY OF WATER TO ANY LOT IN THIS SUBDIVISION IF DESIRED THIS WILL NOT BE AT THE DISTRICTS EXPENSE. ALSO THERE WILL NOT BE ANY PERMANET STRUCTURES ON DISTRICT RIGHT-OF-WAYS AND/OR EASEMENTS.

GENERAL MANAGER

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: GENERAL MANAGER
4/29/15

HIDALGO COUNTY
CERTIFICATE OF PLAT APPROVAL
I, THE UNDERSIGNED CERTIFY THAT THIS PLAT OF JARDIN DE LA FLOR SUBDIVISION WAS REVIEWED AND APPROVED BY THE HIDALGO COUNTY HEALTH DEPARTMENT ON _____, _____

ENVIRONMENTAL HEALTH DIVISION MANAGER — DATE

STATE OF TEXAS
COUNTY OF HIDALGO

I, THE UNDERSIGNED, REYNALDO ROBLES, A PROFESSIONAL LAND SURVEYOR IN THE STATE OF TEXAS, HEREBY CERTIFY THAT THIS PLAT IS TRUE AND WAS CORRECTLY MADE AND PREPARED FROM AN ACTUAL SURVEY OF THE PROPERTY MADE UNDER MY SUPERVISION ON THE GROUND.

5/01/15

REYNALDO ROBLES
REG.PROFESSIONAL LAND SURVEYOR * 4032
P.O. BOX 476
107 W. HUISACHE ST.
WESLACO, TEXAS, 78596
PH. 956-968-2422

STATE OF TEXAS REGISTERED REYNALDO ROBLES 4032 PROFESSIONAL LAND SURVEYOR

STATE OF TEXAS
COUNTY OF HIDALGO

I, THE UNDERSIGNED, GUILLERMO A. ARRATIA, A LICENSED PROFESSIONAL ENGINEER, IN THE STATE OF TEXAS, DO HEREBY CERTIFY THAT THE PROPER ENGINEERING CONSIDERATION HAS BEEN GIVEN TO THIS PLAT.

GUILLERMO A. ARRATIA
LICENSED PROFESSIONAL ENGINEER No. 94001 3/6/15
526 N. 5TH ST.
DONNA, TEXAS. 78537

STATE OF TEXAS GUILLERMO A. ARRATIA 94001 LICENSED PROFESSIONAL ENGINEER

RIGHT OF WAY EASEMENT

KNOW ALL MEN BY THESE PRESENTS, THAT THE UNDERSIGNED, OWNERS OF THE PROPERTY SHOWN ON THIS PLAT, THEIR SUCCCESSORS, 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 BEGIN THE PIPELINE INSTALLED. IN THE EVENT THE EASEMENT HEREBY GRANTED ABUTS ON A PUBLIC ROAD AND THE CITY, COUNTY OR STATE HEREAFTER WIDENS OR RELOCATES THE PUBLIC ROAD SO AS TO REQUIRE THE RELOCATION OF THIS WATERLINE AS INSTALLED, GRANTOR FURTHER GRANTS TO GRANTEE AN ADDITIONAL EASEMENT OVER AND ACROSS THE LAND SHOWN ON THIS PLAT FOR THE PURPOSE OF LATERALLY RELOCATE SAID WATER LINE AS MAY BE NECESSARY TO CLEAR THE ROAD IMPROVEMENTS, WHICH EASEMENT HEREBY GRANTED SHALL BE LIMITED TO A STRIP OF LAND 15' IN WIDTH, THE CENTER LINE THEREOF BEING THE PIPELINE AS RELOCATED. THE CONSIDERATION RECITED HERIN 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 CONVENANTS THAT IT IS THE OWNER OF THE ABOVE-DESCRIBED LANDS AND THAT SAID LANDS ARE FREE AND CLEAR OF ALL ENCUMBRANCES AND LIES EXCEPT THE FOLLOWING: THE EASEMENT CONVEYED HEREIN WAS OBTAINED OR IMPROVED THROUGHT FEDERAL FINANCIAL ASSISTANCE. THIS EASEMENT IS SUBJECT TO THE PROVISIONS OF TITLE VI OF THE CIVIL RIGHTS ACT OF 1964 AND THE REGULATIONS ISSUED PURSUANT THERETO FOR SO LONG AS THE EASEMENT CONTINUES TO BE USED FOR THE SAME OR SIMILAR PURPOSE FOR WHICH FINANCIAL ASSISTANCE WAS EXTENDED OR FOR SO LONG AS THE GRANTEE OWNS IT. WHICHEVER IS LONGER.

IN WITNESS WHEREOF THE SAID GRANTOR EXECUTED THIS INSTRUMENT THIS 6th DAY OF MARCH, 2015.

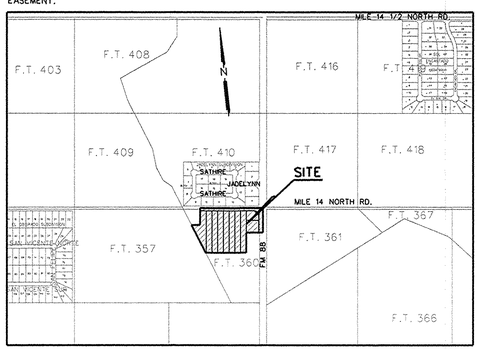
OWNER: ADAN PERALES
ADDRESS: 10339 N. FM 88
WESLACO, TEXAS. 78596

OWNER: ALFREDO PERALES
ADDRESS: 10339 N. FM 88
WESLACO, TEXAS. 78596

GENERAL NOTES:

1. MIN. BUILDING SETBACK LINES:
   FRONT 50.0'
   SIDE 6.0' OR EASEMENT WHICH EVER IS GREATER
   REAR 15.0' OR EASEMENT WHICH EVER IS GREATER
   18.00' GARAGE / CAR PORT FRONT SET BACK
2. MINIMUM FINISH FLOOR NOTE:
   MINIMUM FINISH FLOOR ELEVATION SHALL BE 18" ABOVE CENTERLINE OF STREET. 18" ABOVE NATURAL GROUND, WHICHEVER IS GREATER
   ELEVATION CERTIFICATE MAY BE REQUIRED FOR LOTS LOCATED OUTSIDE A DESIGNATED FLOOD ZONE AT THE TIME FOR APPLICATION FOR CONSTRUCTION TO VERIFY PRE AND POST CONSTRUCTION FINISH FLOOR ELEVATIONS. AN ELEVATION CERTIFICATE SHALL BE REQUIRED FOR ALL LOTS WITHIN A DESIGNATED FLOOD ZONE AT THE TIME FOR A DEVELOPMENT PERMIT APPLICATION.
3. ⊕ -DENOTES ½" IRON ROD FOUND UNLESS OTHERWISE NOTED.
   ○ -DENOTES ½" IRON ROD SET UNLESS OTHERWISE NOTED.
   ^ -DENOTES NAIL FOUND UNLESS OTHERWISE NOTED.
4. BENCHMARK ELEVATION =61.00' C.P.S. AT THE INTERSECTION OF FM 88 AND MILE 14 NORTH ROAD (NGVD 1988)
5. FLOOD ZONE DESIGNATION: ZONE "X"
   AREAS DETERMINED TO BE OUT SIDE 500 YEAR FLOOD PLAIN
   C.P.N. 480334 0450 C
   MAP REVISED: JUNE 6, 2000.
   REVISED TO REFLECT LOMR DATED: MAY 30, 2002

   CONSTRUCTION OF RESIDENTIAL HOUSING WITHIN ANY OF THE SUBDIVISION THAT IS IN THE 100-YEAR FLOOD PLAIN IS PROHIBITED UNLESS THE HOUSING QUALIFIES FOR FOR INSURANCE UNDER THE NATIONAL FLOOD INSURANCE ACT OF 1968 (42 U.S.C. SECTIONS 4001 THROUGH 4127).
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 39.698 CUBIC -FEET 0.89 ACRE-FEET) OF STORM WATER RUNOFF. DRAINAGE DETENTION IN ACCORDANCE WITH THE LOCAL REQUIREMENTS WILL BE ACCOMPLISHED AS FOLLOWS: THE DRAINAGE FOR THIS DEVELOPMENT WILL BE SELF-CONTAINED WITH DETENTION AREA ON THE WEST SIDE OF THIS LOT
7. NO STRUCTURE SHALL BE PERMITTED OVER ANY EASEMENT.
   EASEMENTS SHALL BE KEPT CLEAR OF FENCES, BUILDINGS, SHEDS, SHRUBS TREES, AND OTHER PLANTINGS (EXCEPT LOW, LESS THAN 18 INCHES MATURE HEIGHT, GROUND COVER, GRASS, OR FLOWERS) AND OTHER OBSTRUCTIONS THAT WOULD INTERFERE WITH THE OPERATIONS AND MAINTENANCE OF THE EASEMENT.



LOCATION MAP — SCALE: 1"= 1000'

LOCATION OF SUBDIVISION WITH RESPECT TO THE EXTRATERRITORIAL JURISDICTION OF A MUNICIPALITY:

JARDIN DE LA FLOR SUBDIVISION IS WITHIN HIDALGO COUNTY PRECINCT No. 1 AND IS LOCATED EASTERLY HIDALGO COUNTY, AT THE SOUTHWEST CORNER OF MILE 14 NORTH ROAD AND FM 88. THE CITY OF NEARBY MUNICIPALITY IS THE CITY OF WESLACO (POPULATION OF 31,442 2010 CENSUS). JARDIN DE LA FLOR SUBDIVISION LIES OUTSIDE THE 5 MILE EXTRATERRITORIAL JURISDICTION OF CITY OF WESLACO UNDER LOCAL GOVERNMENT CODE § 212.001.

8. GENERAL NOTE FOR SINGLE FAMILY RESIDENCES:
   NO MORE THAN ONE-SINGLE FAMILY DETACHED DWELLING SHALL BE LOCATED ON EACH LOT. (ANY OTHER USE SHALL REQUIRE PLANNING DEPARTMENT, OFFICE OF ENVIRONMENTAL COMPLIANCE, HEALTH DEPARTMENT AND FIRE MARSHALL APPROVAL). APPLICATIONS FOR CONSTRUCTION ARE REQUIRED PRIOR TO OCCUPYING THE LOT
9. ON-SITE SEWAGE FACILITIES (OSSF) NOTE:
   THIS SUBDIVISION SHALL USE ON-SITE SEWAGE FACILITIES IN ACCORDANCE WITH TCEQ AND HIDALGO COUNTY REGULATIONS FOR SEWAGE DISPOSAL.
   THE SUBDIVIDER IS RESPONSIBLE FOR PROVIDING AN OSSF ON ALL LOTS.
   A. OSSF SYSTEM IS BEING DESIGNED FOR DISPOSAL OF DOMESTIC SEWERAGE ONLY. A SEPARATE DESIGN SHALL BE SUBMITTED FOR COMMERCIAL USE.
   B. EACH LOT ON THIS PLAT COMPLIES WITH THE MINIMUM 21.780 SQUARE FEET LOT AREA WITH POTABLE WATER SUPPLY.
   C. OSSF SYSTEM SHALL REQUIRE INSPECTION AND APPROVAL BY HIDALGO COUNTY AUTHORIZED DEPARTMENT
   D. SOIL ANALYSIS HAVE BEEN SUBMITTED TO THE AUTHORIZED HIDALGO COUNTY DEPARTMENT AND EXCERPTS MAY BE ALSO SEEN ON THE UTILITY LAYOUT FOR THIS SUBDIVISION AS SUBMITTED TO THE HIDALGO COUNTY PLANNING DEPARTMENT. THE ENGINEER HAS DETERMINED THAT THE SOIL IS SUITABLE FOR A STANDARD SEPTIC TANK AND ABSORPTIVE DRAINFIELD SYSTEM.
   E. APPROVED "OSSF" PERMIT APPLICATION IS REQUIRED INCLUDING INDIVIDUAL LOT PLANNING MATERIALS PRIOR TO OCCUPYING A LOT.
   F. A SPECIAL DESIGN IS REQUIRED FOR ALL OSSF SYSTEMS LOCATED WITH IN A DESIGNATED FLOOD ZONE. THE DESIGN SHALL INCLUDE BUT NOT LIMITED TO THE FOLLOWING ITEMS:
      1. ANCHORING OF SEPTIC TANK(s)
      2. BACK FLOW VALVES
      3. SEPTIC TANK COVER SHALL BE ABLE TO SEAL
10. THERE ARE NO WATER WELLS WITHIN 150 FEET FROM THE BOUNDARIES OF THIS SUBDIVISION
11. ADAN PERALES AND ALFREDO PERALES.. THE OWNERS & SUBDIVIDERS OF JARDIN DE LA FLOR SUBDIVISION RETAINS AN EASEMENT UPON EACH LOT FOR THE PURPOSE OF INSTALLING AN APPROVED OSSF ON THE LOT AS DESCRIBED ON SHEET No. 2 OF THIS PLAT.
12. EACH PURCHASED CONTRACT MADE BETWEEN A SUBDIVIDER AND PURCHASER OF A LOT IN THIS SUBDIVISION SHALL CONTAIN A STATEMENT DESCRIBING HOW AND WHEN WATER, SEWER, ELECTRICITY, AND GAS SERVICES WILL BE MADE AVAILABLE TO THE SUBDIVISION.
13. ALL PUBLIC UTILITIES EASEMENTS DEDICATED BY THIS PLAT SHALL BE A MINIMUM WIDTH OF 15.00 FEET AS PER THE HIDALGO COUNTY MODEL SUBDIVISION RULES. BY SIGNING THIS PLAT DEVELOPER AND ENGINEER CERTIFY THAT ALL OTHER EASEMENTS SHOWN COMPLY WITH THE SIZE REQUIRED BY EACH UTILITY PROVIDER OCCUPANCY AN EASEMENT.
14. AN OFF-STREET PARKING LOT SITE PLAN & DRAINAGE PLAN APPROVAL BY THE HIDALGO COUNTY PLANNING DEPARTMENT, OFFICE OF ENVIRONMENTAL COMPLIANCE SHALL BE REQUIRED FOR COMMERCIAL AND INDUSTRIAL USE AT THE TIME OF APPLICATION FOR CONSTRUCTION PRIOR TO THE ISSUANCE OF A BUILDING AND/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.
15. FIRE HYDRANTS INSTALLED WITHIN THE CORPORATION'S DISTRIBUTION SYSTEM ARE PROVIDED AT THE CONVENIENCE OF THE CORPORATION AND DO NOT IMPLY ANY RESPONSIBILITY ON THE PART OF THE CORPORATION TO MEET FIRE FLOW REQUIREMENTS.
16. IF THE PURCHASER(S) OF A LOT REQUIRES A COMMERCIAL LOT & SUBSEQUENTLY DETERMINE THAT A LARGER METER IS REQUIRED, THEN THE LUE WILL NEED TO BE CALCULATED AND APPROPRIATE FEES ON THE UPGRADE MUST BE PAID TO THE CORPORATION PRIOR TO THE INITIATION OF SERVICE ON SUCH LARGER METER(S). THE DEVELOPER WILL NEED TO ADVISE PURCHASERS OF THIS OBLIGATION.
17. TxDOT DRIVEWAY/ENTRANCE PERMIT IS REQUIRED PRIOR TO THE CONSTRUCTION OF A DRIVEWAY/ENTRANCE ON TO FM 88, 6.0' VALLEY GUTTER/CONC APRON NEEDED AT ENTRANCES
18. LOT 1 SHALL BE FOR MULTI-FAMILY USE. THE ENGINEER HAS SUBMITTED PLANNING MATERIALS FOR THIS PURPOSE AND NO ALTERATIONS OR CHANGES TO THE APPROVED DESIGN OF THIS MULTI-FAMILY PROPOSAL SHALL BE MADE UNLESS A RE-SUBDIVISION PLAT IS APPROVED BY THE COUNTY FOR SUCH CHANGES. THIS MUST BE STIPULATED IN ALL DEEDS AND CONTRACTS FOR DEEDS. APPLICATION FOR CONSTRUCTION ARE REQUIRED PRIOR TO OCCUPYING LOT.

No.	SHEET	REVISION	DATE	APPROVED

19. LOTS 9 AND 10 SHALL BE FOR COMMERCIAL USE ONLY. THERE SHALL BE NO OTHER USE OTHER THAN COMMERCIAL. LOTS 9 AND 10 IS FOR NON-RESIDENTIAL USE. THIS MUST BE STIPULATED ON ALL DEEDS AND CONTRACTS FOR DEEDS. A BUFFER FENCE IS REQUIRED TO BE INSTALLED BY THE DEVELOPER ALONG ALL ABUTTING RESIDENTIAL LOTS. APPLICATION FOR CONSTRUCTION APPROVED BY THE PLANNING DEPARTMENT, OFFICE OF ENVIRONMENTAL COMPLIANCE, HEALTH DEPARTMENT AND FIRE MARSHALL ARE REQUIRED PRIOR TO OCCUPYING THE LOT.
20. LOT 9 SHALL NOT HAVE ACCESS FROM FM 88, ACCESS SHALL BE FROM MILE 14 NORTH ROAD. ACCESS DRIVEWAY SHALL BE PLACED ALONG THE WEST LOT LINE OF LOT 9.
21. LOT 10 DRIVEWAY LOCATION SHALL BE PLACED ALONG THE SOUTH LOT LINE OF SAID LOT 10. TxDOT DRIVEWAY PERMIT IS REQUIRED AT BUILDING PERMIT STAGE.

HIDALGO COUNTY
CERTIFICATE OF PLAT APPROVAL
UNDER LOCAL GOVERNMENT CODE § 232.028(A)

WE THE UNDERSIGNED CERTIFY THAT THIS PLAT OF THE JARDIN DE LA FLOR SUBDIVISION WAS REVIEWED AND APPROVED BY THE HIDALGO COUNTY COMMISSIONERS COURT ON _____, 2015.

HIDALGO COUNTY JUDGE — DATE

ATTEST: _____
HIDALGO COUNTY CLERK — 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

PRINCIPAL CONTACTS:

	NAME	ADDRESS	CITY & ZIP	PHONE
OWNER:	ADAN PERALES	10339 N. FM 88	WESLACO, TEXAS. 78596	(956) 650-9363
ENGINEER:	GUILLERMO A. ARRATIA, P.E.	526 N. 5TH ST.	DONNA, TX. 78537.	(956) 784-0218
SURVEYOR:	REYNALDO ROBLES	107 W. HUISACHE ST.	WESLACO, TEXAS. 78596	956-968-2422

DATE OF PREPARATION: APRIL 15, 2014

NAIN ENGINEERING, L.L.C.
CONSULTING ENGINEER
526 N. 5TH STREET
DONNA, TEXAS. 78537
FIRM NO. F-9050
PH. (956) 784-0218
E-MAIL:NAINENGINEERING@YAHOO.COM

SHEET 1 OF 2

INDEX TO SHEET OF JARDIN DE LA FLOR SUBDIVISION

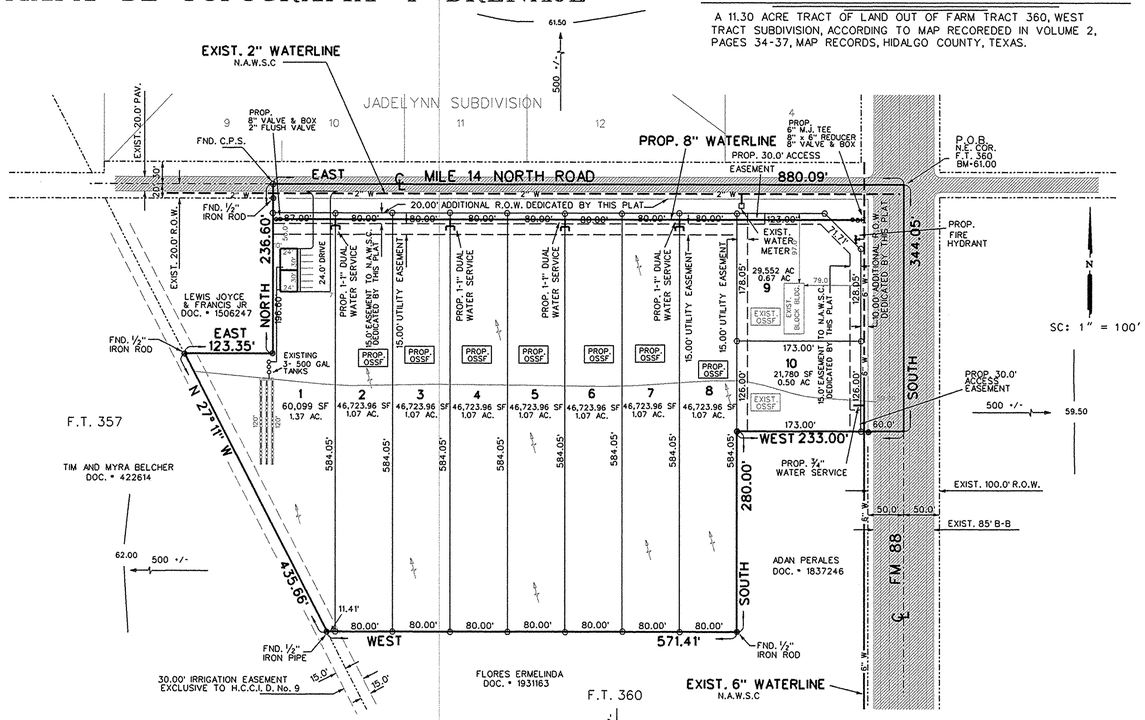
SHEET 1
HEADING: INDEX: LOCATION MAP AND ETJ: PRINCIPAL CONTACTS: PLAT WITH LOTS: STREETS, AND EASEMENT DESCRIPTIONS: LEGAL DESCRIPTION (METES AND BOUNDS): SURVEYOR'S AND ENGINEER'S CERTIFICATION: PLAT NOTES AND RESTRICTIONS: OWNER'S DEDICATION, CERTIFICATION, AND ATTESTATION: COUNTY APPROVAL CERTIFICATE: COUNTY CLERK'S RECORDING CERTIFICATE: HIDALGO COUNTY CERTIFICATE OF PLAT APPROVAL: DESCRIPTION OF LOCATION OF SUBDIVISION WITH RESPECT TO THE ETJ OF A MUNICIPALITY AND DESIGNATE THE PRECINCT THE PROJECT IS SITUATED: H.C.D.D. CERTIFICATION: C.C.I.D. No. 9 CERTIFICATE OF APPROVAL: REVISION NOTES. H.C.H.D.

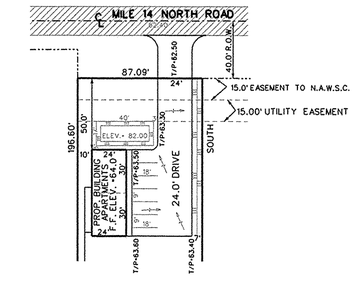
SHEET 2
WATER DISTRIBUTION AND ON-SITE SEWAGE FACILITY, ENGINEERING REPORT (ENGLISH AND SPANISH VERSION): INCLUDING DESCRIPTION OF WATER AND WASTE WATER AND ENGINEER'S CERTIFICATION (ENGLISH AND SPANISH VERSION): TYPICAL WATER SERVICE CONNECTION: OWNER'S DEDICATION, CERTIFICATION, AND ATTESTATION
DRAINAGE REPORT INCLUDING DESCRIPTION OF DRAINAGE AND HOW IT WILL SERVE THIS DEVELOPMENT: MAP OF TOPOGRAPHY AND DRAINAGE, AND ENGINEER'S CERTIFICATION: REVISION NOTES: CONSTRUCTION DETAILS

MAP OF TOPOGRAPHY AND DRAINAGE
MAPA DE TOPOGRAFIA Y DRENAJE

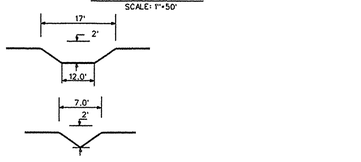
JARDIN DE LA FLOR SUBDIVISION

A 11.30 ACRE TRACT OF LAND OUT OF FARM TRACT 360, WEST TRACT SUBDIVISION, ACCORDING TO MAP RECORDED IN VOLUME 2, PAGES 34-37, MAP RECORDS, HIDALGO COUNTY, TEXAS.





DRAINAGE LAYOUT
SCALE: 1"=50'



SWALE DETAIL
N.T.S.

DRAINAGE DETENTION REQUIRED: 1,957 CF
DRAINAGE DETENTION CAPACITY: 2,020 CF
DETENTION AREA TO BE MAINTAINED BY LOT OWNER

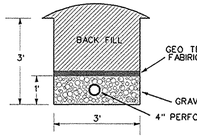
LOT 1
SEPTIC TANK CAPACITY

2-APARTMENTS 2 BEDROOMS EACH

1-APARTMENTS 2 BEDROOMS • 225 GALLONS / DAY • V•750 GALLONS
PROP. 3- 500 GALLONS • 1,500 GALLONS

SOIL ABSORPTION AREA

AREA • Q / Ro
Area • 225 / 0.25 • 900 S.F. PER APARTMENT
L • A /W • 2
L • 900 / 3•2
L• 180 LF, PER APARTMENT (360 LF TOTAL)
PROPOSED 360 LF



TRENCH DETAIL
N.T.S.

DRENAJE: DESCRIPCION, GASTOS Y FECHA DE INICIO PARA FACILITAR EL DRENAJE PARA LA SUBDIVISION.

SE INSTALARA UNA FOSA SEPTICA EN CADA LOTE . ESTA FOSA SEPTICA CONSISTE DE UN TANQUE SEPTICO DE MODELO DUAL Y DE UN CAMPO DE DRENAJE PARA EL SOLAR. JOSE A GONZALEZ REG. #12258 HA EVALUADO EL AREA DONDE SE ENCUENTRA LA SUBDIVISION Y HA PREPARADO UN REPORTE QUE CONCLUYE QUE ESTE TERRENO ES ADECUADO PARA ESAS FOSA SEPTICAS (OSSF). EL REPORTE FUE APROVADO POR EL DEPARTAMENTO DE SALUBRIDAD DEL CONDADO DE HIDALGO (HIDALGO COUNTY HEALTH DEPARTMENT) SEGUN EL REPORTE.

CADA LOTE EN LA SUBDIVISION MIDE MEDIO ACRE. SE HICIERON DOS EXCAVACIONES DE EVALUACION EN LOS LUGARES OPUESTOS EN LA SUBDIVISION (EXCAVACIONES ADICIONALES NO FUERON NECESARIAS PORQUE EL TERRENO EN ESTA AREA ES SIGNIFICANTEMENTE UNIFORME) EL TERRENO ES UNIFORME (TERRENO ARCILLOSO Y SUELO FRANCO) Y SE EXTIENDE A 36 PULGADAS BAJO TODAS LAS EXCAVACIONES PROPUESTAS. NO EXISTE EVIDENCIA DE AGUA 24 PULGADAS MAS ARRIBA DE LO MAS BAJO DE LAS EXCAVACIONES PROPUESTAS. EL AGUA EN ESTA AREA FLUYE BIEN.

EL COSTO TOTAL PARA LA INSTALACION DE UN SISTEMA INDIVIDUAL DE FOSAS SEPTICAS POR SOLAR SON $1,500.00 DOLARES, INCLUYENDO EL COSTO DEL PERMISO REQUERIDO Y LICENCIA. EN ESTOS MOMENTOS TODAS LAS FOSAS SEPTICAS HAN SIDO INSTALADAS EN EL PROCESO DE LA APROVACION FINAL. A UN COSTO TOTAL DE $ 12,000.00. EL DEPARTAMENTO DE SALUBRIDAD DEL CONDADO DE HIDALGO HA INSPECCIONADO TODAS LAS FOSAS SEPTICAS Y AH APROBADO LA INSTALACION DE LAS FOSAS SEPTICAS DESDE JULIO 22, 2015

EL LOTE 9 Y 10 YA TIENEN UN SYSTEMA SEPTICO EXISTENTE

CERTIFICATION:

CON MI FIRMA. CERTIFICO QUE LOS SERVICIOS Y SISTEMAS DE AGUA Y DE DRENAJE. DESCRITOS EN ESTE DOCUMENTO CUMPLEN CON LAS MODEL SUBDIVISION RULES (LAS REGLAS GOBERNANDO A LAS SUBDIVISIONES). ADOPTADAS EL LA SECCION 16.343 DEL TEXAS WATER CODE (CODIGO DE AGUA TEXAS). CERTIFICO QUE LOS GASTOS PARA INSTALAR LOS SISTEMAS DE AGUA Y DE DRENAJE SON:

AGUA: EL SISTEMA/SERVICIO DE AGUA SERA INSTALADO Y COMPLETAMENTE CONSTRUIDO MENOS EL MEDIDOR MECANICO DE AGUA QUE COSTARA UN TOTAL DE $ 11,975.00

DENAJE: SE ESTIMA QUE LA FOSA SEPTICA COSTARA $ 1,500.00, AUN COSTO TOTAL DE $12,000.00 PARA TODA LA SUBDIVISION.

GUILLERMO A. ARRATIA
LICENSED PROFESSIONAL ENGINEER NO. 94001
526 N. 5TH ST.
DONNA, TEXAS. 78537

9/23/15

STATE OF TEXAS
GUILLERMO A. ARRATIA
94001
LICENSED PROFESSIONAL ENGINEER

REVISION NOTES

No.	SHEET	REVISION	DATE	APPROVED

PRINCIPAL CONTACTS:

	NAME	ADDRESS	CITY & ZIP	PHONE
OWNER:	ADAN PERALES	10339 N. FM 88	WESLACO, TEXAS. 78596	(956) 650-9363
ENGINEER:	GUILLERMO A. ARRATIA, P.E.	526 N. 5TH ST.	DONNA, Tx 78537.	(956) 784-0218
SURVEYOR:	REYNALDO ROBLES	107 W. HUISACHE ST	WESLACO, TEXAS. 78596	956-968-2422

DATE OF PREPARATION: APRIL 15, 2014

NAIN ENGINEERING, L.L.C.
CONSULTING ENGINEER
FIRM NO. F-9050
526 N. 5TH STREET
DONNA, TEXAS. 78537
PH. (956) 784-0218
E-MAIL:NAINENGINEERING@YAHOO.COM

MAP OF WATER DISTRIBUTION SYSTEM
MAPA DE DISTRIBUCION DE AGUA

SUBDIVIDER CERTIFICATION:

1.- BY COMPLETING THE IMPROVEMENTS DESCRIBED ON THE PLAT, SUBDIVIDER WILL COMPLY WITH MINIMUM STATE STANDARDS AND THAT (a) WATER QUALITY AND CONNECTIONS INCLUDING WATER METERS TO THE LOT MEET SUCH STANDARDS AND (b) SEWER CONNECTIONS TO THE LOT OR SEPTIC TANK MEET OR WILL MEET SUCH STANDARDS AND WILL BE BY STATE AND COUNTY REGULATIONS.

SUBDIVIDER STATEMENT:

1.- WE ADAN PERALES AND ALFREDO PERALES SUBDIVIDERS OF JARDIN DE LA FLOR SUBDIVISION SUBDIVISION HEREBY CERTIFY SEWER PERMITS HAVE BEEN PAD AND ARE ON FILE WITH THE HIDALGO COUNTY HEALTH DEPARMENT THAT ANY ADEQUATE DRINKING WATER SOURCE IS IMMEDIATELY AVAILABLE TO EACH LOT OF THE TYPE, QUALITY & QUANTITY TO ENABLE EACH PERSON PURCHASING A LOT HAVE ADEQUATE WATER TO COMPL WITH THE REGULATIONS AND THE LAWS TO THE STATE AS REQUIRED BY STATE AND COUNTY REGULATIONS.

OWNER: ADAN PERALES
ADDRESS: 10339 N. FM 88
WESLACO, TEXAS. 78596

OWNER: ALFREDO PERALES
ADDRESS: 10339 N. FM 88
WESLACO, TEXAS. 78596

STATE OF TEXAS
COUNTY OF HIDALGO

BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC, ON THIS DAY PERSONALLY APPEARED ADAN PERALES AND ALFREDO PERALES PROVED TO BE THROUGH THEIR TEXAS DEPARTMENT OF PUBLIC SAFETY DRIVER LICENSE TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT, WHO, BEING BY ME DULY SWORN, DECLARED THAT THEIR STATEMENTS THEREIN ARE TRUE AND CORRECT AND ACKNOWLEDGED THAT THEY EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATION THEREBY EXPRESSED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS 25th DAY OF SEPTEMBER, 2015

LEONOR ARRATIA
Notary Public, State of Texas
My commission Expires
December 19, 2018

NOTARY PUBLIC FOR THE STATE OF TEXAS

FINAL WATER AND SEWER ENGINEERING REPORT

WATER SUPPLY: DESCRIPTION, COST, AND OPERABILITY DATE:

JARDIN DE LA FLOR SUBDIVISION WILL BE PROVIDED WITH POTABLE WATER BY THE NORTH ALAMO WATER SUPPLY (N.A.W.S.C.). THE SUBDIVIDER, AND N.A.W.S.C., HAVE ENTERED INTO A CONTRACT IN WHICH N.A.W.S.C. HAS PROMISED TO PROVIDE SUFFICIENT WATER TO THE SUBDIVISION FOR AT LEAST 30 YEARS AND N.A.W.S.C. HAS PROVIDED DOCUMENTATION TO SUFFICIENTLY ESTABLISH THE LONG TERM QUANTITY AND QUALITY OF THE AVAILABLE WATER SUPPLIES TO SERVE THE FULL DEVELOPMENT OF THIS SUBDIVISION.

N.A.W.S.C. HAS AN EXISTING 2 " DIAMETER WATERLINE RUNNING ALONG THE SOUTH RIGHT-OF-WAY OF MILE 14 NORTH ROAD, AND A 6" WATERLINE RUNNING ALONG THE WEST RIGHT OF WAY OF FM 88

WATER DISTRIBUTION FOR JARDIN DE LA FLOR SUBDIVISION CONSIST OF A PROPOSED 4 - 1" DIAMETER DUAL WATER SERVICE AND 1- ¾" WATER SERVICES , SAID SERVICES TERMINATE AT THE WATER METER BOX, AND THE METER BOX HAVE ALREADY BEEN INSTALLED AT A TOTAL COST OF $6,000.00, IN ADDITION THE THE SUBDIVIDER HAS PAID N.A.W.S.C. THE SUM OF $ 5,975.00, WHICH COVERS THE COST FOR LOTS AS STATED IN THE 30 YEAR WATER SERVICE AGREEMENT WHICH SUM REPRESENTS THE TOTAL COST OF THE WATER METER, RIGHTS ACQUISITION FEES, AND ALL MEMBERSHIP OR OTHER FEES ASSOCIATED WITH CONNECTING THE INDIVIDUAL LOTS IN THE SUBDIVISION TO N.A.W.S.C., UPON REQUEST BY THE LOT OWNER, N.A.W.S.C., WILL PROMPTLY INSTALL AT NO CHARGE THE WATER METER.

THE ENTIRE WATER FACILITIES HAVE BEEN APPROVED AND ACCEPTED BY N.A.W.S.C., AND SAID DISTRIBUTION SYSTEM IS OPERABLE AS OF THE DATE OF THE RECORDING OF THE PLAT.
LOT 9 ALREADY HAS AN EXISTING METER

SEWAGE FACILITIES: DESCRIPTION, COSTS, AND OPERABILITY DATES:

SEWAGE FROM JARDIN DE LA FLOR SUBDIVISION WILL BE TREATED BY INDIVIDUAL ON-SITE SEWAGE FACILITIES ("OSSF") CONSISTING OF A STANDARD DESIGN DUAL COMPARTMENTS SEPTIC TANK AND A DRAIN FIELD ON THIS LOT. THE SITE EVALUATOR JOSE A GONZALEZ REG. # 12258. HAS EVALUATED THE SUITABILITY OF THE SUBDIVISION SITE FOR OSSF AND SUBMITTED A REPORT CONCLUDING THAT THE SITE IS SUITABLE FOR OSSF. THE REPORT WAS REVIEWED AND APPROVED BY THE HIDALGO COUNTY HEALTH DEPARTMENT. EACH LOT HAS ADEQUATE AREA FOR A REPLACEMENTS DRAIN FIELD.

EACH LOT IN THE PROPOSED SUBDIVISION IS AT LEAST ½ ACRE IN SIZE. THE NATURAL RESOURCE CONSERVATION SERVICE SOIL SURVEY BOOK INDICATED A SANDY LOAM SOIL FOR THE AREA. AT LEAST TWO SOIL EXCAVATIONS WERE PERFORMED ON THE SITE, AT OPPOSITE ENDS OF THE SOIL IS A TEXTURE CLASS III SANDY LOAM BLOCKY EXTENDING UP TO 36" BELOW THE BOTTOM OF ANY PROPOSED EXCAVATIONS. THERE IS NO INDICATION OF GROUNDWATER OR A RESRICTIVE LAYER WITHIN 24" OF BOTTOM OF THE PROPOSED EXCAVATIONS. THE SUBDIVISION DRAINS WELL.

THE COST TO INSTALL A SEPTIC SYSTEM ON AN INDIVIDUAL LOTS IS $1,500.00, INCLUDING THE COST FOR THE REQUIRED PERMIT AND LICENSE. ALL OSSF'S HAVE BEEN INSTALLED AS OF THE TIME OF APPLICATION FOR FINAL PLAT AT TOTAL COST OF $12,000.00. THE HIDALGO COUNTY HEALTH DEPATMENT HAS INSPECTED AND APPROVED THE INSTALLATION OF ALL OSSF ON JULY 22, 2015

LOTS 9 AND 10 ALREADY HAVE AN EXISTING SEPTIC TANK SYSTEM

ENGINEER CERTIFICATION:
BY MY SIGNATURE BELOW, I CERTIFY THAT THE WATER AND SEWAGE SERVICE FACILITIES DESCRIBED ABOVE ARE IN COMPLIANCE WITH THE MODEL RULES ADOPTED UNDER SECTION 16.343, WATER CODE. I CERTIFY THAT THE COST TO INSTALL THE WATER DISTRIBUTION SYETEM AND ONSITE SEWAGE FACILITIES, DISCUSSED ABOVE, ARE AS FOLLOWS:

WATER FACILITIES - THESE FACILITIES FULLY CONSTRUCTED, WITH THE INSTALLATION OF WATER METERS, WILL COST A GRAND TOTAL OF $ 11,975.00

SEWAGE FACILITIES - SEPTIC SYSTEM HAS BEEN INSTALLED AT A TOTAL COST OF $ 12,000.00

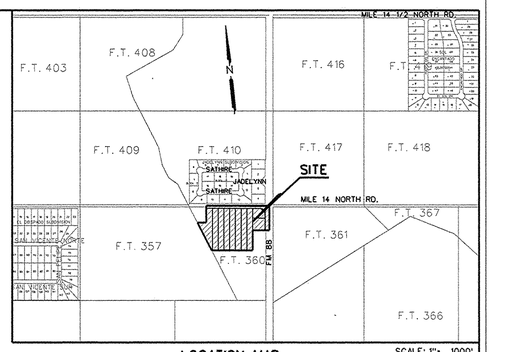
FINAL WATER AND SEWER ENGINEERING REPORT IN SPANISH

PROVISION DE AGUA: DESCRIPCION, GASTOS Y FECHA DE INICIO

LA SUBDIVISION DE JARDIN DE LA FLOR SUBDIVISION RECIBIRA SU PROVISION DE AGUA DE NORTH ALAMO WATER SUPPLY. EL DUENO DE LA SUBDIVISION Y LA COMPANIA AGUA N.A.W.S.C., HAN FIRMADO UN CONTRATO POR EL CUAL LA SUBDIVISION RECIBIRA SU PROVISION DE AGUA POR LOS PROXIMOS 30 ANOS. N.A.W.S.C., HA PRESENTADO DOCUMENTACION PARA DEMOSTRAR A LARGO PLAZO LA CANTIDAD Y CALIDAD DE AGUA ACCESIBLE PARA SERVIR EL FUTURO DESARROLLO DE LA SUBDIVISION.

EL SISTEMA DE PROVISION DE AGUA PARA LA SUBDIVISION DE JARDIN DE LA FLOR SUBDIVISION CONSISTE DE UN CONDUCTO DE AGUA EXISTENTE DE 2 PULGADAS DE DIAMETRO QUE PASA POR EL LADO SUR DEL DERECHO DE VIA (RIGHT-OF-WAY) DE LA CARRETERA MILE 14 NORTH ROAD Y UNA LINEA DE 6 PULGADAS QUE PASA POR EL LADO OESTE DE LA CARRETERA FM 88

PARA LA DISTRIBUCION DEL AGUA PARA JARDIN DE LA FLOR SUBDIVISION SE INSTALARAN 4 CONDUCTOS DOBLE DE 1 PULGADA DEDIAMETRO PARA Y 1 DE ¾" DE PULGADA Y EL MEDIDOR MECANICO DE AGUA A UN COSTO TOTAL DE $ 6,000.00
EL DUENO DE LA SUBDIVISION TAMBIEN LE HA PAGADO A N.A.W.S.C., $ 9,750.00 POR LA SUBDIVISION QUE CUBRE EL COSTO DEL MEDIDOR MECANICO DE AGUA PARA CADA LOTE. ESTE PRECIO INCLUYE EL COSTO DE LA INSTALACION DEL MEDIDOR Y LOS GASTOS DE CONEXION. CUANDO EL DUENO DEL LOTE SOLICITE EL MEDIDOR DE AGUA, LA COMPANIA DE N.A.W.S.C., LO INSTALARA SIN COSTO ALGUNO AL DUENO DE LA SUBDIVISION, EL SISTEMA DE AGUA ESTARA EN FUNCIONAMIENTO COMPLETO ANTES O EN LA FECHA EN LA CUAL LA SUBDIVISION SEA REGISTRADA EN EL CONDADO DE HIDALGO.
EL LOTE 9 YA TIENE UN MEDIDIOR DE AGUA EXISTENTE



LOCATION MAP SCALE: 1"= 1000'

LOCATION OF SUBDIVISION WITH RESPECT TO THE EXTRATERRITORIAL JURISDICTION OF A MUNICIPALITY:

JARDIN DE LA FLOR SUBDIVISION IS WITHIN HIDALGO COUNTY PRECINCT No. 1 AND IS LOCATED EASTERLY HIDALGO COUNTY, AT THE SOUTHWEST CORNER OF MILE 14 NORTH ROAD AND FM 88. THE ONLY NEARBY MUNICIPALITY IS THE CITY OF WESLACO (POPULATION OF 31,442 2010 CENSUS). JARDIN DE LA FLOR SUBDIVISION LIES OUTSIDE THE 5 MILE EXTRATERRITORIAL JURISDICTION OF CITY OF WESLACO UNDER LOCAL GOVERNMENT CODE § 212.001.

DRAINAGE REPORT:

APRIL 20, 2014
DRAINAGE REPORT:
BY: GUILLERMO A. ARRATIA, P.E.

JARDIN DE LA FLOR SUBDIVISION
HIDALGO COUNTY, TEXAS

PROJECT LOCATION:
THE PROPERTY IS LOCATED AT THE INTERSECTION MILE 14 NORTH ROAD, AND FM 88

FLOOD PLAIN:
THE SUBJECT TRACT LIES IN ZONE "X":
AREAS DETERMINED TO BE OUTSIDE 500-YEAR FLOOD PLAIN.
IN ACCORDANCE WITH FEMA FIRM MAP NO. 480334 0450 C
MAP REVISED: JUNE 6, 2000.
REVISED TO REFLECT LOMR DATED: MAY 30, 2002

SOIL CONDITIONS:
A REVIEW OF THE SOIL SURVEY OF HIDALGO COUNTY INDICATES THE SUBJECT TRACT LIES IN AN AREA OF PREDOMINANTLY HIDALGO SANDY CLAY LOAM SOIL THAT HAS A POOR LOW SHRINK-SWALE POTENTIAL AND IS LISTED IN HYDROLOGICAL GROUP B.

EXISTING CONDITIONS:
THE SUBJECT TRACT IS CURRENTLY DEVELOP. THE EXISTING TERRAIN HAS A GRADE OF APPROXIMATLEY 0.1%. EXISTING RUNOFF (5.62 CFS) FROM THE SITE IS BY FORM OF SHEET FLOW RUNS TOWARDS THE SOUTH SIDE OF THIS TRACT.

PROPOSED CONDITIONS:
THE PROPOSED CONDITIONS FOR THIS SUBJECT TRACT CONSIST OF 10 RESIDENTIAL/COMMERCIAL LOTS. THE STORM SEWER RUNOFF AFTER DEVELOPMENT TO BE 17.4 CFS, I HAVE CALCULATED THAT 38,698 CF OF STORM SEWER FOR A 10-YEAR DESIGN FREQUENCY AND WILL BE DETAINED WITHIN THE PROPERTY BY A DRAINAGE EXISTING NATURAL LOW AREAS, AND OUTFALLING INTO THE RE-GRADED ROAD SIDE DITCHES. DRAINAGE PLAN TO BE APPROVED BY THE COUNTY OF HIDALGO AT THE TIME OF ISSUANCE OF BUILDING PERMIT.

CERTIFICATION:
BY MY SIGNATURE BELOW, I CERTIFY THAT THIS SUBDIVISION LIES IN A

THE SUBJECT TRACT LIES IN ZONE "X":
AREAS DETERMINED TO BE OUTSIDE 500-YEAR FLOOD PLAIN.
IN ACCORDANCE WITH FEMA FIRM MAP NO. 480334 0450 C
MAP REVISED: JUNE 6, 2000.
REVISED TO REFLECT LOMR DATED: MAY 30, 2002
BASED ON GRAPHICAL REPRESENTATION ON DATE SIGN.

GUILLERMO A. ARRATIA
LICENSED PROFESSIONAL ENGINEER NO. 94001
526 N. 5TH ST.
DONNA, TEXAS. 78537

9/23/15

STATE OF TEXAS
GUILLERMO A. ARRATIA
94001
LICENSED PROFESSIONAL ENGINEER

COST ESTIMATE:

STREET PAVING:	$ 000.00
WATER SUPPLY SYSTEM	$ 11,975.00
SEPTIC TANK SYSTEM	$ 12,000.00
DRAINAGE	$ 000.00

SHEET 2 OF 2

INDEX TO SHEET OF JARDIN DE LA FLOR SUBDIVISION

SHEET 1	HEADING; INDEX; LOCATION MAP AND ETJ; PRINCIPAL CONTACTS; PLAT WITH LOTS, STREETS, AND EASEMENT DESIGNATIONS; LEGAL DESCRIPTION (METES AND BOUNDS); SURVEYOR'S AND ENGINEER'S CERTIFICATION; PLAT NOTES AND RESTRICTIONS; OWNER'S DEDICATION, CERTIFICATION, AND ATTESTATION; COUNTY APPROVAL CERTIFICATE; COUNTY CLERK'S RECORDING CERTIFICATE; HIDALGO COUNTY CERTIFICATE OF PLAT APPROVAL; DESCRIPTION OF LOCATION OF SUBDIVISION WITH RESPECT TO THE ETJ OF A MUNICIPALITY AND DESIGNATE THE PRECINCT THE PROJECT IS SITUATED; H.C.D.D. CERTIFICATION; H.C.C.I.D. No. 9 CERTIFICATE OF APPROVAL; REVISION NOTES.
SHEET 2	WATER DISTRIBUTION AND ON-SITE SEWAGE FACILITY, ENGINEERING REPORT (ENGLISH AND SPANISH VERSION), INCLUDING DESCRIPTION OF WATER AND WASTE WATER AND ENGINEER'S CERTIFICATION (ENGLISH AND SPANISH VERSION); TYPICAL WATER SERVICE CONNECTION; OWNER'S DEDICATION, CERTIFICATION, AND ATTESTATION; DRAINAGE REPORT INCLUDING DESCRIPTION OF DRAINAGE AND HOW IT WILL SERVE THIS DEVELOPMENT; MAP OF TOPOGRAPHY AND DRAINAGE, AND ENGINEER'S CERTIFICATION; REVISION NOTES; CONSTRUCTION DETAILS

AI-51779 **Precinct #2** **20. A.**

CC - REGULAR

Meeting Date: 10/27/2015

Submitted For: Julia Sullivan, COUNTY JUDGE

Submitted By: Julia Sullivan, COUNTY JUDGE

Department: COUNTY JUDGE

Information

CAPTION

Resolution in support of the Deferred Action for Parental Accountability (DAPA) and Deferred Action for Childhood Arrivals (DACA).

BACKGROUND

Fiscal Impact

Attachments

Resolution

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	10/15/2015 09:55 AM
Purchasing Department	Monica Badillo	10/23/2015 07:16 PM
Form Started By: Julia Sullivan		Started On: 10/14/2015 09:07 AM
Final Approval Date: 10/23/2015		

RESOLUTION IN SUPPORT OF THE DEFERRED ACTION FOR CHILDHOOD ARRIVALS AND DEFERRED ACTION FOR PARENTAL ACCOUNTABILITY

WHEREAS, in 2012 President Barack Obama issued an executive order providing deportation relief to certain undocumented immigrants who entered the U.S. before their 16th birthday, Deferred Action for Childhood Arrivals (DACA); and

WHEREAS, in 2014 President Obama issued an executive order providing deportation relief to certain undocumented immigrants who are parents of U.S. citizens or lawful permanent residents, Deferred Action for Parental Accountability (DAPA); and

WHEREAS, DACA will enable qualifying students to attend college, work and pursue a career and thus encourage them to do well in school and graduate; and

WHEREAS, thousands of students and parents in Texas potentially qualify for deportation relief under these orders. Since its implementation in 2012, DACA has provided relief for nearly 600,000 dreamers nationwide, providing an increase in educational and employment opportunities, helping boost the economy and keeping families united; and

WHEREAS, DAPA will enable qualifying parents to obtain better employment and will be able to shield themselves against workplace exploitation; and

WHEREAS, temporary work permits will provide workers with the ability to secure jobs that match their skill set, enhance productivity, and are estimated to provide an additional $338 million in tax revenues in the state of Texas for the next five years.

NOW, THEREFORE, BE IT RESOLVED that the Hidalgo County Commissioners Court does hereby support the ongoing implementation of Deferred Action for Childhood Arrivals and the Deferred Action Parental Accountability.

Approved this 27th day of October 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-51972 **Precinct #4** **21. A.**

CC - REGULAR

Meeting Date: 10/27/2015

Submitted For: Joseph Palacios, COMM. PCT. #4

Submitted By: Veronica Lopez, COMM. PCT. #4

Department: COMM. PCT. #4

Information

CAPTION

Pct. 4 Road Maint. (1200):
Approval of 2015 interfund transfer from Pct. 4 Sanitation program 001 (1100) to Road Maint. program 007 (1200) in the amount of $45,000.00.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2015 **ACCT. #:** 5-1200-431-00-124-007-0-XXX

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

BUDGETARY IMPACT:

Funding available as of 10/23/15

Attachments

Interfund

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	10/23/2015 01:42 PM
Manuel Chapa	Manuel Chapa	10/23/2015 04:21 PM
Purchasing Department	Monica Badillo	10/23/2015 07:16 PM
Form Started By: Veronica Lopez		Started On: 10/23/2015 01:17 PM
Final Approval Date: 10/23/2015		

DATE: October 23, 2015

DEPARTMENT HEAD: Comm. Joseph Palacios

DEPARTMENT NAME: Hidalgo County Precinct No.4

ACCOUNT NUMBER: 5-1200-431-00-124-007-0-XXX

2015
Transfer
AI- 51972

SUBJECT: **Interfund & BA- Transfer/s (transfer in/out) (increase/decrease) in Accordance with Local Government Code Chapter 111, Subchapter C.**

Contact: Veronica L. Davis
Ph#: 956-383-3112 Ext. 4019

Honorable Commissioners' Court of Hidalgo County:

I would like to request the following amendments (increase) to my departmental budget in accordance with Local Government Code, Chapter 111, Subchapter C.

ACCOUNT NUMBER	ACCOUNT NAME	INCREASE (DECREASE) AMOUNT
From:		
5-1100-432-00-124-001-0-421	**Pct. 4 Sanitation- Disposal**	**($45,000.00)**
5-1100-491-01-000-200-0-891	**Transfer Out**	**$45,000.00**
To:		
5-1200-391-01-000-100-0-000	**Transfer In**	**$45,000.00**
5-1200-431-00-124-007-0-610	**Pct. 4 Rd Maint- General Supplies**	**$20,000.00**
5-1200-431-00-124-007-0-721	**Pct. 4 Rd Maint- Roads**	**$25,000.00**
	TOTAL BUDGET INCREASE (DECREASE)	

REASON:
Transfer needed for Frontera and Roy's Hauling invoices.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

DATE

ATTEST COUNTY CLERK

AI-51965 **Budget and Management** **22. A.**

CC - REGULAR

Meeting Date: 10/27/2015

Submitted By: Patricia Ramos, BUDGET & MANAGEMENT

Department: BUDGET & MANAGEMENT

Information

CAPTION

Discussion, consideration and approval to fund Juvenile Department Room and Board expenditures in the amount of $286,421.35 and authorization to process payment for September invoices.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2015 **ACCT. #:** 5-1100-423-78-330-001-0-XXX

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

BUDGETARY IMPACT:

FISCAL YEAR: 2015 **ACCT. #:** 5-1100-423-77-330-001-0-XXX

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

BUDGETARY IMPACT:

Attachments

September

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	10/23/2015 01:18 PM
Purchasing Department	Monica Badillo	10/23/2015 07:16 PM
Form Started By: Patricia Ramos		Started On: 10/23/2015 11:29 AM
Final Approval Date: 10/23/2015		

JUDGE MARIO E. RAMIREZ JR. JUVENILE JUSTICE CENTER
1001 N. DOOLLITTLE RD/P.O. BOX 267
EDINBURG TX 78540-0267
956-587-6200

SEPTEMBER

RESIDENTIAL BILLING	G/F Enc AVALABL	NVOICE/BILIN(	GRANT	G/F	
WESLACO BOOTCAMP	2,542.00	**77,235.00**		74,693.00	5-1100-423-78-330-001-0-590
WESLACO AFTERCARE	8,629.20	**8,629.20**		-	5-1100-423-77-330-001-0-590
VICTORIA COUNTY		19,880.00		19,880.00	5-1100-423-78-330-001-0-590
NUECES COUNTY		2,700.00		2,700.00	5-1100-423-78-330-001-0-590
RITE OF PASSAGE/LAKE GRANDBURRY		**25,474.92**		25,474.92	5-1100-423-78-330-001-0-591
HAYS COUNTY		**29,730.00**		29,730.00	5-1100-423-78-330-001-0-590
CAMERON COUNTY	3,100.00	2,850.00		-	5-1100-423-78-330-001-0-590
DUVAL CO		**51,520.00**		51,520.00	5-1100-423-78-330-001-0-590
4M ROCKDALE		**27,132.00**		27,132.00	5-1100-423-78-330-001-0-591
A WORLD FOR CHILDREN		24,719.22	**24,719.22**	-	5-1100-423-77-330-001-0-591
LUTHERAN SOC SERV		16,590.66	**16,590.66**	-	5-1100-423-77-330-001-0-591
PEGASUS		**23,919.30**	**23,919.30**	-	5-1100-423-77-330-001-0-591
CORNELL		62,767.56	**62,767.56**	-	5-1100-423-77-330-001-0-591
GULFCOAST TRADE		33,228.84	**33,228.84**	-	5-1100-423-77-330-001-0-591
SHORELINE		95,012.10	**95,012.10**	-	5-1100-423-77-330-001-0-591
TOTAL	14,271.20	501,388.80	256,237.68	231,129.92	- -

AMOUNT NEEDED FROM G/F **231,129.92**

55,291.43

286,421.35

5-1100-423-78-330-001-0-590	178,523.00
5-1100-423-77-330-001-0-590	-
5-1100-423-78-330-001-0-591	52,606.92
5-1100-423-77-330-001-0-591	55,291.43
	286,421.35

AI-51960 **Budget and Management** **22. B. 1.**

CC - REGULAR

Meeting Date: 10/27/2015

Submitted By: Debbie Tamez, BUDGET & MANAGEMENT

Department: BUDGET & MANAGEMENT

Information

CAPTION

Transfers In-General Fund (1285)
Approval of 2015 interfund transfer from Transfers In- General Fund and Transfers Out-Grants Lvl 5 Fiscal Year 5 into Fiscal Year 6 to fund the total local match required to appropriate funds for the STOP Truancy grant, CC 10/27/15 (AI-51591), in the total amount of $5,226.64.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2015 **ACCT. #:** 5-1XXX-X91-01-000-XXX-X-XXX

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

BUDGETARY IMPACT:

Funds available as of 10/23/15.

Attachments

Interfund Transfer

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	10/23/2015 01:10 PM
Purchasing Department	Monica Badillo	10/23/2015 07:16 PM
Form Started By: Debbie Tamez		Started On: 10/23/2015 10:56 AM
Final Approval Date: 10/23/2015		

DATE: October 27, 2015

DEPARTMENT HEAD: Sergio Cruz, Budget Officer

DEPARTMENT NAME: Department of Budget & Management for Grants Lvl 5 (STOP Truancy Const. Pct. 3)

2015
Interfund Transfer
AI-51960

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:				
5-1285-391-01-000-100-5-	000	Transfers In-	General Fund	(5,226.64)
5-1100-491-01-000-285-5-	891	Transfers Out-	Grants Lvl 5	(5,226.64)
TO:				
5-1285-391-01-000-100-6-	000	Transfers In-	General Fund	5,226.64
5-1100-491-01-000-285-6-	891	Transfers Out-	Grants Lvl 5	5,226.64
			TOTAL BUDGET INCREASE (DECREASE)	**0.00**

REASON: To fund the total local match required for AI-51591, CC 10/27/15, to appropriate funds for the STOP Truancy Grant (2015-2016 School Year).

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT **DATE** / / **ATTEST COUNTY CLERK**

AI-51418 **Purchasing Department** **23. A. 1.**

CC - REGULAR

Meeting Date: 10/27/2015

Submitted For: Marty Salazar, PURCHASING DEPT.

Submitted By: Sandy Suarez, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

Presentation of bids received as detailed in tabulation sheet contained herein meeting all specifications and/or requirements for the purpose of award and approval of contract for Request for Bids titled: Hidalgo County - "CRS-2 (Cationic Rapid Setting) Emulsified Asphalt" through project No.: 2015-024-10-16-SGS.

BACKGROUND

1 Eleven (11) packets were distributed to Vendors.
2. Three (3) responses- Ergon Asphalt & Emulsions, being the low bidder.
3. Contract will commence: November 29, 2015.
4. Contract document was reviewed and approved by Legal Counsel as to form.

Fiscal Impact

FISCAL YEAR: 2015 **ACCT. #:** 5-1200-431-00-121-005-0-610

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

BUDGETARY IMPACT:

Pct 1 $5,847.40 as of 10/09/15

FISCAL YEAR: 2015 **ACCT. #:** 5-1200-431-00-123-005-0-610

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

BUDGETARY IMPACT:

Pct 3 as of 10/20/15, funds available pending approval of AI-51834 (CC Consent 10/21/15).

FISCAL YEAR: 2015 **ACCT. #:** 5-1200-431-00-124-007-0-610

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

BUDGETARY IMPACT:

Pct 4 $12,855.15 as of 09/17/15

Attachments

Legal approval & Contract agreement

Recommendation-Tab-Part

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	10/08/2015 11:41 AM
Budget & Management	Debbie Tamez	10/08/2015 02:31 PM
Auditor's Office	Monica Badillo	10/23/2015 07:16 PM

Form Started By: Sandy Suarez Started On: 09/17/2015 09:14 AM

Final Approval Date: 10/23/2015

Zimbra **rocio.villarreal@co.hidalgo.tx.us**

RE: C-15-265-10-27-CRS-2 Emulsified Asphalt

From : Steve Crain <scrain@atlashall.com> Fri, Oct 02, 2015 11:22 AM
Subject : RE: C-15-265-10-27-CRS-2 Emulsified Asphalt
To : 'Rocio Villarreal' <rocio.villarreal@co.hidalgo.tx.us>

The agreement is fine.

From: Rocio Villarreal [mailto:rocio.villarreal@co.hidalgo.tx.us]
Sent: Friday, October 02, 2015 10:44 AM
To: Stephen L. Crain
Subject: C-15-265-10-27-CRS-2 Emulsified Asphalt

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

REQUIREMENTS AGREEMENT
C-15-265-10-27

THIS AGREEMENT (the "Agreement") is entered into effective as of the 27th day of **October, 2015** by Ergon Asphalt & Emulsions, Inc. and between ("Seller") and Hidalgo County, Texas ("Buyer").

WHEREAS, Buyer has solicited sealed bids for the supply of its requirements of **Hidalgo County** for the "**CRS-2 (CATIONIC RAPID SETTING) EMULSIFIED ASPHALT" (on an as needed basis),** (the "Product") for **HIDALGO COUNTY**, as further described in Exhibit "A", Request for Bids (RFB) Procurement Packet as attached hereto and incorporated herein by reference for all purposes (the "RFB") for a period of **six (6) months** and;

WHEREAS, Seller has submitted a proposal to supply Buyer's requirements a copy of which is attached hereto as Exhibit B and is incorporated herein for all purposes; and

WHEREAS, Buyer has determine that Seller has submitted the lowest and best bid to meet Buyer's requirements for certain of the Products, as herein after described.

NOW THEREFORE, for and in consideration of the mutual covenants and conditions hereinafter set forth, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Buyer agrees to purchase from Seller, and Seller agrees to sell and deliver to Buyer, all of the Products listed on Exhibit "B", which is attached hereto and incorporated herein by reference, that Buyer may require for use by Buyer in Hidalgo County projects for a period of a **six (6) months** with the County's option to extend/renew for an additional six (6) months period under the same rates, terms and conditions. Buyer reserves the right to continue this bid for an additional sixty (60) day grace period, under the same rates, terms and conditions at the end of the contract term for unforeseen delays in award of new bid for the next contract term. This Contract shall commence on **November 30, 2015** and expire on **May 29, 2016** and it is agreed that the Products will meet the Specifications in the Request for Bids (RFB) Procurement Packet set forth in Exhibit "A" hereto.

2. When Buyer determines that it needs a quantity of the Products to be delivered, it will, according to its Purchasing Policies, complete and submit to Seller a Purchase Order describing the type and quantity of the Products required. The Products are to be delivered by Buyer to the location in Hidalgo County specified by Buyer in its Purchase Order.

3. Buyer agrees to pay Seller for each Purchase Order based on the prices set out in Exhibit "B". Seller shall render invoices for each Purchase Order, and the invoices shall be paid by Buyer on or before the 30th day following receipt of the invoice.

4. General Provisions.

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

b. **No Waiver.** No waiver by Buyer of any breach of any provision of this Agreement shall be deemed to be a waiver of any preceding or succeeding breach of the same or any other provision hereof.

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

d. **Texas Law to Apply.** This Agreement shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Hidalgo County, Texas. The parties hereby consent to personal jurisdiction in Hidalgo County, Texas.

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

If to Buyer:
Hidalgo County
Attention: County Judge
1615 South Closner, Suite J
Edinburg, Texas 78539

If to Seller:
Ergon Asphalt & Emulsions, Inc.
Attn: David Stroud, Texas Regional Manager
11612 RM 2244, Building 1, Suite 250
Austin, Texas 78738

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

f. **Termination.** Buyer may terminate this Agreement at any time for any reason or no reason at all upon giving thirty (30) days written notice.

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

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

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

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

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

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

m. **Insurance.** Seller shall provide, to the extend it deems necessary, insurance in force on all persons connected with providing services under this Contract naming Buyer as an additional insured, and shall furnish to Buyer certificates of such insurance coverage Exhibit "C", which is attached hereto.

n. **Commitment of Current Revenues Only**. In the event that, during any term hereof, the Commissioners Court of Buyer does not appropriate sufficient funds to meet the obligations of Buyer under this Agreement, Buyer may terminate this Agreement upon ninety (90) days written notice to Seller. Buyer agrees, however, to use reasonable efforts to secure funds necessary for the continued performance of this Agreement. The parties intend this

provision to be a continuing right to terminate this Agreement at the expiration of each budget period of Buyer pursuant to the provisions of Tex. Loc. Govt. Code Ann. ' 271.903 (Vernon Supp. 1996).

o. **Purchasing Ethics**. Seller represents and warrants it has not, during the process of being awarded this contract violated the following ethical standards of Buyer and, upon and after the execution of this Agreement, agrees to abide by the following ethical standards of Buyer:

(1) It shall be a breach of ethics to offer, give or agree to give any elected official, department head or employee, or former elected official, department head or employee, of Hidalgo County, or for any elected official, department head or employee or former elected official, department head or employee of Hidalgo County, to solicit, demand, accept or agree to accept from another person, entity or organization, a gratuity or an officer of employment in connection with any decision, approval, disapproval, recommendation, preparation or any part of a program requirement or purchase request, influencing the content of any specification or procurement standard, rendering of advise, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefore pending before any department or agency of Hidalgo County.

(2) It shall be a breach of ethics for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor for any contract for Hidalgo County, or any person associated therewith, as an inducement for the award of a subcontract or order.

p. **Immunities.** Nothing in this Agreement is intended to and Buyer does not hereby waive, release or relinquish any right to assert any of the defenses Buyer enjoys by virtue of the state or federal constitution, laws, rules or regulations, and any soverign, official or qualified immunity available to Buyer as to any claim or action of any person, entity, or individual against Buyer.

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

Approved By Commissioners Court: _____, 2015

APPROVED AS TO FORM:
Atlas, Hall & Rodriguez, LLP

By: _____
Stephen L. Crain

COUNTY OF HIDALGO

By:_____
Ramon Garcia, County Judge

ATTEST:

_____
Arturo Guajardo Jr., County Clerk

ERGON ASPHALT & EMULSIONS, INC.

By:_____

Printed Name: _____

Title: _____

EXHIBIT "A"

REQUEST FOR SEALED 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

August 24, 2015

Participant's name

Address

City

State, Zip Code

Re: ***HIDALGO COUNTY (all funding sources, programs & entities)***
"CRS-2 (Cationic Rapid Setting) Emulsified Asphalt"
RFB No*: 2015 265-09-09-SGS*

Dear Ladies/Gentlemen,

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 procurement process.

If any further assistance is required, please do not hesitate to call the Purchasing Department 956/318-2626.

Sincerely,

Martha L. Salazar, CPPB
Hidalgo County Purchasing Agent

MLS/sgs

Enclosures

Hidalgo County Purchasing Department
2812 S. Business Highway 281
Edinburg, Texas 78539
(956) 318-2626/ Fax: (956) 318-2629

REQUEST FOR BIDS (RFB)

TABLE OF CONTENTS

HIDALGO COUNTY

(All Funding Sources, Programs & Entities)

"CRS-2 (Cationic Rapid Setting) Emulsified Asphalt"

RFB NO: 2015-265-09-09-SGS

Item	Description	No. of Pages
1.	Request for Bid Letter	1
2.	Request for Bid, Legal Notice	8
3.	Exhibit A, Specifications/Requirements	5
4.	Exhibit B, Bid Page	1
5.	Exhibit C, Insurance Requirements,	4
6.	Exhibit D, CIQ Conflict of Interest Questionnaire	1
7.	Vendor/Bidder Application and W-9 form	6
8.	Certification Regarding Debarment	1
9.	Draft Requirements Agreement	8

The above mentioned items shall be found in the Request for Bid (RFB) packet that is attached herewith. Should you find that any of the items are not attached in its entirety please contact Purchasing by calling (956) 318-2626, 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

August 24, 2015
Date

LEGAL NOTICE

REQUEST FOR BIDS

Hidalgo County
(All funding services, programs & entities)

"CRS-2 (Cationic Rapid Setting)
EMULSIFIED ASPHALT"

RFB No.: 2015-265-09-09-SGS

Bid No: 2015-265-09-09-SGS	Buyer: Sandy Suarez	Tel. No: (956) 318-2626

REQUEST FOR BIDS

HIDALGO COUNTY

(All Funding Sources, Programs & Entities)

"CRS-2(Cationic Rapid Setting) EMULSIFIED ASPHALT"

BID OPENING DATE: SEPTEMBER 09, 2015 @ 9:30 a.m.

Contact Person:

Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
2802 S. Business Highway 281 – New Administration Building
Edinburg, Texas 78539

1. Sealed bids will be received for **"HIDALGO COUNTY (All Funding Sources, Programs & Entities)-"CRS-2 (Cationic Rapid Setting) EMULSIFIED ASPHALT"** 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-2015-265-09-09-SGS- HIDALGO COUNTY (All Funding Sources, Programs & Entities)-" CRS-2 (Cationic Rapid Setting) EMULSIFIED ASPHALT"** in County's Purchasing Department, 2802 S. Business Hwy 281, New Administration Building, Edinburg, Texas, **on or before 9:30 a.m., WEDNESDAY, SEPTEMBER 09, 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-2015-265-09-09-SGS-HIDALGO COUNTY (All Funding Sources, Programs & Entities) CRS-2 (Cationic Rapid Setting) EMULSIFIED ASPHALT"
   Hidalgo County reserves the right to refuse and reject any/all RFB and to waive any/all formalities or technicalities, or to accept the RFB considered the best and most advantageous to Hidalgo County.

3. Hidalgo County reserves the right to: A. separate and accept, or eliminate any item(s) listed under this bid that it deems necessary to accommodate budgetary and/or operational requirements; B. reject any or all bids submitted and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best bid for approval; and C. award the bid to one bidder or to multiple bidders if the County determines it is in its best interest to do so."

4. The Bidder shall not substitute items named in the bid without the express written consent of Hidalgo County. Failure of the delivered item to perform as specified or failure to meet the stated delivery schedule shall release Hidalgo County from all obligations to the contracting party with regard to the item(s) in question. In such event, County may elect to award the contract to the next-lowest responsible bidder, or to reject all bids and re-advertise.

5. For work to be performed at a County owned or operated location, each bidder shall, in its sole discretion, visit the job site before preparing the bid and thoroughly familiarize himself/herself with existing conditions. Bidder should take field dimensions and note all circumstances which affect the dollar amount of the bid.

6. Descriptive specifications are referenced in this document to indicate the general kind and quality of equipment desired by Hidalgo County. Due to various styles and models of equipment, bidders are required to include illustrations, specifications, explanation of warranties, and service data with their bid including catalogue numbers and any necessary references.

7. No bid may be withdrawn within thirty (30) days from the scheduled time to open bids.

8. Proposed prices are to remain firm for a minimum of ninety (90) days after bid opening.

9. Any interpretations, amendments, corrections or changes to this bid document must be in a written addendum and signed by the County Judge or his designee. Addenda will be mailed to all who are known to have received a copy of the Request for Bids. Bidders shall acknowledge receipt of all addenda as a part of their bid.

10. County reserves the right to accept or reject any or all bids.

11. Costs are to be net F.O.B., County Prepaid.

12. County is exempt from Federal Excise Tax, State Tax and Local Tax. Do Not include tax in cost figure. If it is determined that tax was included in the cost figures it will not be included in the tabulation of any awards. Tax exemption certificates will be furnished upon request.

13. Funds for this procurement have been provided through the County budget for this fiscal year only. County, on an annual basis, has the right to reconsider a contract during the budget process for ensuing years if financial resources of County are insufficient to meet the liabilities of said contract. The award of a bid or contract hereunder will not be construed to create a debt of the County which is payable out of funds beyond the current fiscal year.

14. Upon award and prior to execution of a contract, Sole Proprietorships are required to submit a copy of their social security cards to the Hidalgo County Auditor's Office in order to establish an account with the County. All awarded vendors must submit a completed W-9 and a copy of their Federal ID Number Certificate.

15. **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 and Contract Number (if any)
d) Notation **"HIDALGO COUNTY (All Funding Sources, Programs & Entities)- "CRS-2 (Cationic Rapid Setting) Emulsified Asphalt"** Descriptive information as to the items or services delivered, including product code, item number, quantity, etc.\
e) **Contract Number must be indicated on all invoices.**

- Discount payments will be considered when offered.
- Contact person for Billing and Payment questions:

Hidalgo County Auditor's Office
Ray Eufracio, County Auditor
2808 S. Business Hwy. 281
Edinburg, Texas 78539
956-318-2511

17. **SCHEDULE OF EVENTS**

Bid Opening, 9:30 AM	**SEPTEMBER 09, 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 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 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
(All Funding Sources, Programs & Entities)
"CRS-2 (Cationic Rapid Setting) EMULSIFIED ASPHALT"

To: Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
2802 S. Business Hwy 281 – New Administration Building
Edinburg, Texas 78539

In accordance with the Specifications, and subject to all laws and regulations of the United States and state and local laws, the undersigned bidder proposes and commits to furnish all labor, equipment, material, software and services as set forth in the documents hereinbefore mentioned. The undersigned bidder further agrees, upon acceptance of its bid, to execute a contract and/or Purchase Order issued by Hidalgo County for performing and completing the work described in the Specifications within the time stated and for the prices proposed in the documents attached hereto and made a part hereof.

Bidder acknowledges receipt of all of the pages of the documents referenced in the Invitation to Bid Checklist presented in connection with this procurement. Bidder understands that Hidalgo County reserves the right to reject any or all bids and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best bid.

Bidder agrees that this bid shall be good and may not be withdrawn for a period of ninety (90) calendar days after the scheduled closing time for receiving bids, as contained in the Specifications.

Respectfully submitted,

Bidder: _____

Address: _____

By: _____

Printed Name: _____

Title: _____

EXHIBIT "A"

SPECIFICATIONS/REQUIREMENTS

REQUEST FOR BIDS

Hidalgo County
(All funding services, programs & entities)

"CRS-2 (Cationic Rapid Setting)
EMULSIFIED ASPHALT"

RFB No.: 2015-265-09-09-SGS

EXHIBIT "A"

HIDALGO COUNTY
(ALL FUNDING SOURCES, PROGRAMS AND ENTITIES)
"CRS-2 (CATIONIC RAPID SETTING) EMULSIFIED ASPHALT"
BID NO.: 2015-265-09-09-SGS

1. SPECIFICATIONS:

INFORMATION/ INSTRUCTIONS TO BIDDERS:
The purchase of **CRS-2 (CATIONIC RAPID SETTING) EMULSIFIED ASPHALT** will be only on an **"As Needed Basis"** by Hidalgo County, (All funding sources, i.e. CIP, CAP and Rd & Bridge, etc).

- **MATERIAL**: CRS-2 (CATIONIC RAPID SETTING) EMULSIFIED ASPHALT
- **INCREMENTS:** BID PRICE SHOULD BE IN INCREMENTS OF 1,000 UP TO 5,000 GALLONS
- **SPECIAL CONDITIONS:** BID PRICE BY THE GALLON (FREIGHT TO BE INCLUDED). VENDOR MUST SUPPLY PUMP AND HOSE (FOR UNLOADING).

***SAMPLE** - Enter Bid amounts on Exhibit "B - Bid Page"*

QUANITY (ONLY ON AN AS NEEDED BASIS)	DELIVERED PRICE AMOUNT	ADDITIONAL COST (SPECIFY)
LOADS OF 1000 GALLONS OR LESS	$_____PER GAL. (FREIGHT INCLUDED)	Demurrage -after 2 hours: $
LOADS OF 1,001 TO 2,000 GALLONS	$_____PER GAL. (FREIGHT INCLUDED)	Demurrage -after 2 hours: $
LOADS OF 2,001 TO 3,000 GALLONS	$_____PER GAL. (FREIGHT INCLUDED)	Demurrage -after 2 hours: $
LOADS OF 3,001 TO 4,000 GALLONS	$_____PER GAL. (FREIGHT INCLUDED)	Demurrage -after 2 hours: $
LOADS OF 4,001 TO 5,000 GALLONS	$_____PER GAL. (FREIGHT INCLUDED)	Demurrage -after 2 hours: $

LOCATIONS, CONTACTS AND DELIVERY INSTRUCTIONS:

PRECINCT NO. 1	PRECINCT NO. 3	PRECINCT NO. 4
MILE 11 N. and 1 ½ miles W. from FM 1015 Sunrise Hill Park Weslaco, TX. 78596	7 Mile line and Iowa Rd. Mission, TX. 78572	1051 N. Doolittle Edinburg, TX. 78542
CONTACT:	**CONTACT:**	**CONTACT:**
Katia Garcia (956) 968-8733	Saul Ramirez, Field Operations Director (956) 585-4509	Jesse Ozuna Chief Administrator (956) 383-3112

- Delivery hours will be arranged with the Precincts when requiring **CRS-2 (Cationic Rapid Setting) Emulsified Asphalt**. Hidalgo County reserves the right to add or delete locations (pits) throughout the contract term.

2. REQUIREMENTS:

- 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.
- The successful bidder agrees to abide by all applicable state laws, regulations and be incompliance with all OSHA and TXDOT regulations and requirements.
- Bidder will provide all labor, machinery and equipment, tools and materials required to render services.

3. TERMS & CONDITIONS:

1. The contract term will be for a period of six (6) months with County's option to extend the contract for additional six (6) months based on performance, evaluation and contingent upon terms, conditions and cost remaining unchanged, and/or sixty (60) day grace period at the end of the contract for unforeseen delays on subsequent contract award. It is agreed and understood that Hidalgo County will purchase no more material than is needed. **Prices must remain firm** during the contract period unless modifications are agreed and approved by Hidalgo County Commissioner's Court.

2. 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.

3. Hidalgo County reserves the right to award the bid to ONE or MULTIPLE bidders, if the County determines it is in its best interest to do so.

4. The Contract for the material shall remain in effect until **a)** contract expires, **b)** delivery/completion of services ordered , **c)** terminated by either party with a thirty (30) day written notice prior to any cancellation. The successful bidder must state in writing the reasons for such cancellation. Hidalgo County reserves the right to award canceled contract to next lowest bidder as it deems to be in the best interest of the County.

5. Insurance requirements must be met and a copy of the Certificate of Insurance (Acord form) must be submitted to the Purchasing Department prior to any services being performed by the awarded bidder. Insurance requirements for this project to be maintained throughout the contract term.(refer to insurance requirements in ("Exhibit C")

6. After bid is awarded and low bidder(s) default in meeting the general instructions to bidders and/or comply with contract agreement, Hidalgo County the right to seek services from the next low bidder. In such event, the County shall charge the successful bidder the difference for any additional cost of such item

7. In the event the material furnished does not meet the County's requirements (regardless of weather, test acceptability, method of repair or other conditions), the County reserves the option to require the material supplier to replace or to reimburse the County for unused portion of material found to be unsatisfactory.

8. Hidalgo County reserves the right to seek purchases for **"CRS-2 (Cationic Rapid Setting) Emulsified Asphalt"** from state awarded venders, whenever it is in the best interest of the County to do so.

9. **All cost and expenses associated with the preparation and submission of (bids, proposals, statements of qualifications (RFQ) and quotes) shall be the responsibility of the bidder and no reimbursements for such charges or expenses shall be passed onto Hidalgo County.**

10. Bidder(s) have been in business for at least two (2) years.

11. Hidalgo County reserves the right to hold bids for a period of ninety (90) days without taking any action.

12. Bidder(s) agrees that to the extent an item is unavailable from Bidders(s) own inventory, Bidder(s) will be responsible for locating an alternative supplier and for providing the product or service to Hidalgo County.

14. Shipping costs are to be F.O.B. destination. (Vendor pays all shipping cost and remains responsible until the County takes possession)

15. 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.

MARKET VOLATILITY AND UNIT PRICE ADJUSTMENTS:

Hidalgo County recognizes that during periods of national crisis and unstable economic conditions, unforeseen price increases might affect costs for goods and services contracted on an annual basis. The following procedure may be employed to mediate price volatility:

1) **Requesting Price Adjustment**: Upon written request of the Vendor to the County Purchasing Agent, the County may review evidence of prevailing industry-wide market conditions that warrant an adjustment in bid prices contained in the contract.

   - A Vendor must tie any price change clause to an industry-wide or otherwise nationally recognized index, or some other form of verifiable document. Such written request must be accompanied by a certified copy of the supplier's advisory or notification to the vendor of the price changes.

- The Vendor must put the Purchasing Agent on the mailing lists for such publications so that the Purchasing Agent can monitor said changes. Such membership shall be at no cost to the County.
- The County Purchasing Agent retains the right to determine whether or not such proposed price changes are in the best interest of the County.
- No price escalation will be authorized in excess of the amount of the increase referred to in the supplier's notice.
- The County may only grant a price increase if the evidence presented is deemed reliable. Should the County allow a price increase, the approved price change shall be honored for all orders received by the vendor or contractor after the effective date of such price change. Approved price changes are not applicable to orders already issued and in process at time of price change.

2) **Price Reduction**: Vendor shall notify the County at the time when the Vendor's costs for items and/or supplies reduce due to stabilization in the market at which time prices for items on this contract shall be reduced accordingly. Failure by the Vendor to notify the County of a decrease in costs for items and/or supplies for which the Vendor was granted a price adjustment, may result in immediate termination of this contract and the County shall not be obligated to pay the Vendor the difference between the contract price and the price adjustment.

3) **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 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.

ADDITONAL INFORMATION:

Hidalgo County is requesting that any and all questions, inquiries, and clarifications regarding quotes, bids, proposals, or statement of qualifications be addressed to: Martha L. Salazar, Purchasing Agent, Attn: Sandy Suarez, 2812 S. Business Highway 281, Edinburg, Texas 78539. **TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.**

ALL WRITTEN INQUIRIES WILL BE ACCEPTED VIA FACSIMILE (956)318-2629 or (956)292-7612 OR VIA E-MAIL TO: sandy.suarez@co.hidalgo.tx.us by NO LATER THAN, Wednesday, September 02, 2015 at 5:00 p.m. Responses will be sent to all applicants via e-mail by no later than, **no later than Friday, September 04, 2015 at 5:00 p.m.**

EXHIBIT "B"

BID PAGE

REQUEST FOR BIDS

Hidalgo County
(All funding services, programs & entities)

"CRS-2 (Cationic Rapid Setting)
EMULSIFIED ASPHALT"

RFB No.: 2015-265-09-09-SGS

EXHIBIT "B"

HIDALGO COUNTY
(ALL FUNDING SOURCES, PROGRAMS AND ENTITIES)
"CRS-2 (CATIONIC RAPID SETTING) EMULSFIED ASPHALT"
BID NO.: 2015-265-09-09-SGS
BID PAGE

Vendor must thoroughly fill in each section of the Bid Page ("Exhibit B") if applicable. Shipping costs are to be F.O.B. destination. (Vendor pays all shipping cost and remains responsible until the County takes possession)

Bid Price by the Gallon (Freight to Be Included). Vendor Must Supply Pump and Hose (For Unloading)

QUANITY (Only On An As Needed Basis)	DELIVERED PRICE AMOUNT	ADDITIONAL COST (SPECIFY)
LOADS OF 1000 GALLONS OR LESS	$_____ PER GAL. (FREIGHT INCLUDED)	DEMURRAGE AFTER 2 HOURS: $
LOADS OF 1,001 TO 2,000 GALLONS	$_____ PER GAL. (FREIGHT INCLUDED)	DEMURRAGE AFTER 2 HOURS $
LOADS OF 2,001 TO 3,000 GALLONS	$_____ PER GAL. (FREIGHT INCLUDED)	DEMURRAGE AFTER 2 HOURS $
LOADS OF 3,001 TO 4,000 GALLONS	$_____ PER GAL. (FREIGHT INCLUDED)	DEMURRAGE AFTER 2 HOURS $
LOADS OF 4,001 TO 5,000 GALLONS	$_____ PER GAL. (FREIGHT INCLUDED)	DEMURRAGE AFTER 2 HOURS $

Internal Use Only: NIGP Commodity Code: 745-08

Bidder's Information – Indicate Branch & phone numbers (for ordering purposes - if applicable):

Bidder/Company Name: _____

Address: _____

City/State/Zip Code: _____

Phone & Fax No.'s: _____ **/ FaxNo** _____

Branch: _____ **Phone No** _____ **/ FaxNo** _____

Cell Phone: _____

Authorized Signature: _____

Printed Name: _____

Title: _____

EXHIBIT "C"

INSURANCE REQUIREMENTS

REQUEST FOR BIDS

Hidalgo County
(All funding services, programs & entities)

"CRS-2 (Cationic Rapid Setting)
EMULSIFIED ASPHALT"

RFB No.: 2015-265-09-09-SGS

EXHIBIT "C"

Insurance Requirements

The Bidder awarded the contract shall furnish proof of insurance, which will also include any subcontractor that is subcontracted by the bidder in at least the following limits, to be in place prior to providing any services under this Contract and to continue at all times in force in effect during the term of this Contract:

1. A Five Hundred Thousand Dollar ($500,000.00) Comprehensive General Liability insurance policy providing additional coverage to all underlying liabilities of County.

2. Automobile liability insurance policy with limits of at least Three Hundred Thousand Dollars ($300,000.00) per person and Five Hundred Thousand Dollars ($500,000.00) per occurrence. Coverage should include injury to or death of persons and property damage claims with limits up to Five Hundred Thousand ($500,000.00) arising out of the services provided to County hereunder.

3. Uninsured/Underinsured motorist coverage in an amount equal to the bodily injury limits set forth immediately above;

4. Workers compensation insurance in amounts established by Texas law, unless the Bidder is specifically exempted from the Texas Workers Compensation Act, Texas Labor Code Chapter 401, et. seq.

Hidalgo County will only accept certificates of insurance on an Acord form (as attached hereto). Certificates of insurance shall name Hidalgo County as additional insured and must be submitted to County for approval prior to any services being performed by Contractor. Each policy of insurance required hereunder shall extend for a period equivalent to, or longer than the term of the Contract, and any insurer hereunder shall be required to give at least thirty (30) days written notice to the County prior to the cancellation of any such coverage on the termination date, or otherwise. This Contract shall be automatically suspended upon the cancellation, or other termination, of any required policy of insurance hereunder, and such suspension shall continue until evidence adequate replacement coverage is provided to County. If replacement coverage is not provided within thirty (30) days following suspension of the Contract, this Contract shall automatically terminate.

Revised 10/01/08

ACORD — CERTIFICATE OF INSURANCE

DATE (MM/DD/YY)

PRODUCER

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURERS AFFORDING COVERAGE

INSURED

INSURER A:

INSURER B:

INSURER C:

INSURER D:

INSURER E:

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN. THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THER TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A	GENERAL LIABILITY ☐ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS MADE ☐ OCCUR ☐ OWNER'S & CONT. PROT ☐ OWNER'S PROTECTIVE LIABILITY GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PROJECT ☐ LOC				EACH OCCURRENCE	$
					FIRE DAMAGE (Any one fire)	$
					MED EXP (Any one person)	$
					PERSONAL & ADV INJURY	$
					GEN'L AGGREGATE	$
					PRODUCTS – COMP/OP AGG	$
B	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ☐ NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident)	$
					BODILY INJURY (Per person)	$
					BODILY INJURY (Per accident)	$
					PROPERTY DAMAGE (Per accident)	$
	GARAGE LIABILITY ☐ ANY AUTO				AUTO ONLY-EA ACCIDENT	$
					OTHER THAN AUTO ONLY EA ACC	$
					AGG	$
C	EXCESS LIABILITY ☐ OCCUR ☐ CLAIMS MADE ☐ DEDUCTIBLE ☐ RETENTION $				EACH OCCURRENCE	$
					AGGREGATE	$
						$
						$
						$
D	WORKERS COMPENSATION AND EMPLOYER'S LIABILITY				WC STATU-TORY LIMITS ☐ OTHER	
					E.L. EACH ACCIDENT	$
					E.L. DISEASE-EA EMPLOYEE	$
					E.L. DISEASE-POLICY LIMIT	$
	OTHER					

DESCRIPTION OF OPERATIONS / LOCATION / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

County of Hidalgo shall be named as additional insured on all Commercial General Liability policies.

CERTIFICATE HOLDER

Hidalgo County
Attn: Purchasing Department
2812 S Highway Bus. 281
Edinburg, Texas 78539

ADDITIONAL INSURED; INSURER LETTER: _____

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BY CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

SAMPLE

Insurance Requirement Acknowledgment

I, _____, authorized representative for _____,
Company/Vendor

hereby acknowledge receipt of the County's required insurance limits. Said requirements:

☐ will be acquired within 10 working days after notification from Purchasing Department of bid awarded by the Hidalgo County Commissioner's Court;

☐ will acquire additional amounts required to meet the County's requirements within 10 working days after notification from Purchasing Department of bid award by the Hidalgo County Commissioner's Court; currently carry the following:

Automobile Liability: $_____ General Liability: $_____

☐ have already been met; see attached copy of insurance certificate.

_____ _____
Authorized Representative Date

Notice to Bidder:
A certificate of insurance for the required insurance limits shall be provided to the Purchasing Department's Contract Managers in order to qualify for award of bid and to execute a contract between your Company and the County

Failure to provide Certificates of Insurance to the Purchasing Department's Contract Managers will cause the bid award to be rescinded and re-awarded to next lowest bidder. Certificates of Insurance will be monitored and verified on a **quarterly basis** to ensure coverage policy is in place. It is the Company's obligation to maintain the appropriate insurance coverage throughout the term of the contract.

THIS FORM MUST ACCOMPANY BID PACKET

PROJECT REQUIREMENTS ACKNOWLEDGMENT

This is to certify that I, _____, possess all of the APPLICABLE:

1. Licenses: _____.
2. Bonds: _____.
3. Certificates: _____.
4. Permits: _____.
5. Other: _____.

Necessary to carry out the required project. Furthermore, I am providing copies of the required documentation so that, if my company is awarded this bid, I may be eligible to enter into a contract with Hidalgo County and proceed to complete the project in a timely manner.

* Any licenses, bonds, certificates, permits, etc. which are required must be presented as part of the bid packet in order to expedite the bid evaluation process. Failure to provide said documentation will result in the disqualification of your bid.

_____ _____.

Authorized Signature Date

_____.

Company

_____.

Address

_____.

City, State, Zip

EXHIBIT "D"

CIQ FORM
CONFLICT OF INTEREST QUESTIONNAIRE

REQUEST FOR BIDS

Hidalgo County
(All funding services, programs & entities)

"CRS-2 (Cationic Rapid Setting)
EMULSIFIED ASPHALT"

RFB No.: 2015-265-09-09-SGS

EXHIBIT "D"

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor or other person doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. *See* Section 176.006, Local Government Code.

A person commits an offense if the person knowingly violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

OFFICE USE ONLY

Date Received

1 **Name of person who has a business relationship with local governmental entity.**

2 ☐ **Check this box if you are filing an update to a previously filed questionnaire.**

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

3 **Name of local government officer with whom filer has employment or business relationship.**

Name of Officer

This section (item 3 including subparts A, B, C & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the filer of the questionnaire?

☐ Yes ☐ No

B. Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?

☐ Yes ☐ No

C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?

☐ Yes ☐ No

D. Describe each employment or business relationship with the local government officer named in this section.

4

Signature of person doing business with the governmental entity

Date

Adopted 06/29/2007

VENDOR'S APPLICATION & W-9 FORM

REQUEST FOR BIDS

Hidalgo County
(All funding services, programs & entities)

"CRS-2 (Cationic Rapid Setting)
EMULSIFIED ASPHALT"

RFB No.: 2015-265-09-09-SGS

HIDALGO COUNTY
PURCHASING DEPARTMENT
Bidder/Vendor Application

Complete in print or type. Please return this application to the Hidalgo County Purchasing Department
thru Facsimile: (956) 318-2629 or (956) 292-7612
in person or regular mail to: 2812 S. Business Hwy. 281 , Edinburg, Texas 78539
or e-mail: purchasing@co.hidalgo.tx.us

Company Name: **Telephone No. ( )**

dba Name:

Legal Name:

Mailing Address : **Fax No. ( )**

Physical Address:

City, State, Zip **Tax I.D. No.**

Remit to Address : **City, State, Zip**

E-Mail Address:

Representative(s) Name(s) & Title(s)

Type of Organization (check one): _____ Individual _____ Partnership _____ Corporation _____ Non-Profit
_____ LLC _____ Sole Proprietor _____ Other, Specify

State Identification No._____ **(Please attached completed W-9 form with this application)**
Federal Identification No. or (if individual) SS No.

State of Incorporation: _____ **Date:**_____ **Other:**

Type of Business (check one): _____ Manufacturer _____ Wholesaler _____ Retailer _____ Broker
_____ Distributor _____ Service Organization _____ Other, Specify

Name & Title of Person(s) Authorized to Sign Bids, Proposals, and/or Contracts:

Small and/or Disadvantaged Business Information (check application criteria)
Small Business:_____**Disadvantaged Business (At Least 51% Ownership)**

☐ Less than 125,000 annual gross receipt
☐ Less than 250,000 annual gross receipt
☐ Less than 499,000 annual gross receipt
☐ More than 500,000 annual gross receipt

☐ Black American
☐ Hispanic American
☐ Asian Pacific American

☐ Native American
☐ Women
☐ Other

Have you been certified as a HUB or an MBE/WBE source?: ☐ Yes ☐ No

Indicate Certification No.(s):_____ **or are Certificate(s) attached?:** ☐ Yes ☐ No

What type of product(s) is/are solicited by your company?:

Would you like to be provided with specifications for procurements of such products?: ☐ Yes ☐ No

To Be Completed by the County: Rec'd by (Purchasing):_____ **Date Rec'd by (Purchasing):**

Date Forwarded Information to Auditor's Office:_____**Entry Date:** _____ **Vendor No.:**

HISTORICALLY UNDERUTILIZED BUSINESS (HUB) DECLARATION

The primary objective of the Hidalgo County HUB Program is to ensure Historically Underutilized Businesses receive a fair and equal opportunity for participation in the County's procurement process. This fact holds true for Services (Professional & Non-Professional), Commodities, and Construction contracts and any subcontracts thereto. The program strongly encourages Prime Contractors to provide subcontracting opportunities to Certified Hub Contractors/Vendors. Our goal for HUB contractor/vendor participation, as well as HUB subcontractor participation is 30%. To be considered as a "Certified HUB Contractor/Vendor" the contractor/vendor must have been certified by, and hold a current and valid certification with any of the three agencies listed below.

Have you been Certified as a HUB or an MBE/WBE source?: ☐Yes ☐ No

If yes, by whom?: ☐ Texas Building & Procurement Commission ☐ Other_____

Indicate Certification No(s).:_____ or Are Certificate(s) Attached?: ☐ Yes ☐ No

LIST OF CERTIFIED HUB SUBCONTRACTORS

(Attach additional pages if necessary)

What percentage of the Bid, RFP,or RFQ is to be subcontracted with Certified HUB sources?: _____% (List HUB Subcontractor information below).

HUB Subcontractor Name: _____ HUB Status:
Certifying Agency (Check all applicable): ☐ Texas Building & Procurement Commission ☐Other
Address: _____ City: _____ State: _____ Zip:
Contact Person: _____ Title: _____ Phone No.: ( )
Subcontract Amount: $_____ Description of Work to be Performed:

HUB Subcontractor Name: _____ HUB Status:
Certifying Agency (Check all applicable): ☐ Texas Building & Procurement Commission ☐Other
Address: _____ City: _____ State: _____ Zip:
Contact Person: _____ Title: _____ Phone No.: ( )
Subcontract Amount: $_____ Description of Work to be Performed:

HUB Subcontractor Name: _____ HUB Status:
Certifying Agency (Check all applicable): ☐ Texas Building & Procurement Commission ☐Other
Address: _____ City: _____ State: _____ Zip:
Contact Person: _____ Title: _____ Phone No.: ( )
Subcontract Amount: $_____ Description of Work to be Performed:

Form **W-9**
(Rev. August 2013)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Give Form to the requester. Do not send to the IRS.

Print or type
See Specific Instructions on page 2.

Name (as shown on your income tax return)

Business name/disregarded entity name, if different from above

Check appropriate box for federal tax classification:
☐ Individual/sole proprietor ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____

☐ Other (see instructions) ▶

Exemptions (see instructions):
Exempt payee code (if any) _____
Exemption from FATCA reporting code (if any) _____

Address (number, street, and apt. or suite no.)

Requester's name and address (optional)

City, state, and ZIP code

List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number
☐☐☐ - ☐☐ - ☐☐☐☐

Employer identification number
☐☐ - ☐☐☐☐☐☐☐

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below), and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign Here Signature of U.S. person ▶ Date ▶

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. The IRS has created a page on IRS.gov for information about Form W-9, at *www.irs.gov/w9*. Information about any future developments affecting Form W-9 (such as legislation enacted after we release it) will be posted on that page.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, payments made to you in settlement of payment card and third party network transactions, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct.

Note. If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

In the cases below, the following person must give Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States:

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the entity,
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the trust, and
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person, do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS a percentage of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the Part II instructions on page 3 for details),
3. The IRS tells the requester that you furnished an incorrect TIN,
4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or
5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code* on page 3 and the separate Instructions for the Requester of Form W-9 for more information.

Also see *Special rules for partnerships* on page 1.

What is FATCA reporting? The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all United States account holders that are specified United States persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code* on page 3 and the Instructions for the Requester of Form W-9 for more information.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account, for example, if the grantor of a grantor trust dies.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of $50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a $500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Name

If you are an individual, you must generally enter the name shown on your income tax return. However, if you have changed your last name, for instance, due to marriage without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name.

If the account is in joint names, list first, and then circle, the name of the person or entity whose number you entered in Part I of the form.

Sole proprietor. Enter your individual name as shown on your income tax return on the "Name" line. You may enter your business, trade, or "doing business as (DBA)" name on the "Business name/disregarded entity name" line.

Partnership, C Corporation, or S Corporation. Enter the entity's name on the "Name" line and any business, trade, or "doing business as (DBA) name" on the "Business name/disregarded entity name" line.

Disregarded entity. For U.S. federal tax purposes, an entity that is disregarded as an entity separate from its owner is treated as a "disregarded entity." See Regulation section 301.7701-2(c)(2)(iii). Enter the owner's name on the "Name" line. The name of the entity entered on the "Name" line should never be a disregarded entity. The name on the "Name" line must be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner's name is required to be provided on the "Name" line. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on the "Business name/disregarded entity name" line. If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

Note. Check the appropriate box for the U.S. federal tax classification of the person whose name is entered on the "Name" line (Individual/sole proprietor, Partnership, C Corporation, S Corporation, Trust/estate).

Limited Liability Company (LLC). If the person identified on the "Name" line is an LLC, check the "Limited liability company" box only and enter the appropriate code for the U.S. federal tax classification in the space provided. If you are an LLC that is treated as a partnership for U.S. federal tax purposes, enter "P" for partnership. If you are an LLC that has filed a Form 8832 or a Form 2553 to be taxed as a corporation, enter "C" for C corporation or "S" for S corporation, as appropriate. If you are an LLC that is disregarded as an entity separate from its owner under Regulation section 301.7701-3 (except for employment and excise tax), do not check the LLC box unless the owner of the LLC (required to be identified on the "Name" line) is another LLC that is not disregarded for U.S. federal tax purposes. If the LLC is disregarded as an entity separate from its owner, enter the appropriate tax classification of the owner identified on the "Name" line.

Other entities. Enter your business name as shown on required U.S. federal tax documents on the "Name" line. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on the "Business name/disregarded entity name" line.

Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the *Exemptions* box, any code(s) that may apply to you. See *Exempt payee code* and *Exemption from FATCA reporting code* on page 3.

Exempt payee code. Generally, individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends. Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.

Note. If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding.

The following codes identify payees that are exempt from backup withholding:

1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2)

2—The United States or any of its agencies or instrumentalities

3—A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities

4—A foreign government or any of its political subdivisions, agencies, or instrumentalities

5—A corporation

6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States

7—A futures commission merchant registered with the Commodity Futures Trading Commission

8—A real estate investment trust

9—An entity registered at all times during the tax year under the Investment Company Act of 1940

10—A common trust fund operated by a bank under section 584(a)

11—A financial institution

12—A middleman known in the investment community as a nominee or custodian

13—A trust exempt from tax under section 664 or described in section 4947

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 7
Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 4
Payments over $600 required to be reported and direct sales over $5,000[1]	Generally, exempt payees 1 through 5[2]
Payments made in settlement of payment card or third party network transactions	Exempt payees 1 through 4

[1] See Form 1099-MISC, Miscellaneous Income, and its instructions.

[2] However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney, and payments for services paid by a federal executive agency.

Exemption from FATCA reporting code. The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements.

A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37)

B—The United States or any of its agencies or instrumentalities

C—A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities

D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Reg. section 1.1472-1(c)(1)(i)

E—A corporation that is a member of the same expanded affiliated group as a corporation described in Reg. section 1.1472-1(c)(1)(i)

F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state

G—A real estate investment trust

H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940

I—A common trust fund as defined in section 584(a)

J—A bank as defined in section 581

K—A broker

L—A trust exempt from tax under section 664 or described in section 4947(a)(1)

M—A tax exempt trust under a section 403(b) plan or section 457(g) plan

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-member LLC that is disregarded as an entity separate from its owner (see *Limited Liability Company (LLC)* on page 2), enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note. See the chart on page 4 for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local Social Security Administration office or get this form online at *www.ssa.gov*. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at *www.irs.gov/businesses* and clicking on Employer Identification Number (EIN) under Starting a Business. You can get Forms W-7 and SS-4 from the IRS by visiting IRS.gov or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note. Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: *A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8.*

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if items 1, 4, or 5 below indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on the "Name" line must sign. Exempt payees, see *Exempt payee code* earlier.

Signature requirements. Complete the certification as indicated in items 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account [1]
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor [2]
4. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee [1]
b. So-called trust account that is not a legal or valid trust under state law	The actual owner [1]
5. Sole proprietorship or disregarded entity owned by an individual	The owner [3]
6. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulation section 1.671-4(b)(2)(i)(A))	The grantor*
For this type of account:	**Give name and EIN of:**
7. Disregarded entity not owned by an individual	The owner
8. A valid trust, estate, or pension trust	Legal entity [4]
9. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
10. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
11. Partnership or multi-member LLC	The partnership
12. A broker or registered nominee	The broker or nominee
13. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
14. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulation section 1.671-4(b)(2)(i)(B))	The trust

[1] List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

[2] Circle the minor's name and furnish the minor's SSN.

[3] You must show your individual name and you may also enter your business or "DBA" name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

[4] List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships* on page 1.

*Note. Grantor also must provide a Form W-9 to trustee of trust.

Note. If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records from Identity Theft

Identity theft occurs when someone uses your personal information such as your name, social security number (SSN), or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Publication 4535, Identity Theft Prevention and Victim Assistance.

Victims of identity theft who are experiencing economic harm or a system problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

Protect yourself from suspicious emails or phishing schemes. Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to *phishing@irs.gov*. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at: *spam@uce.gov* or contact them at *www.ftc.gov/idtheft* or 1-877-IDTHEFT (1-877-438-4338).

Visit IRS.gov to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.

CERTIFICATION REGARDING DEBARMENT

REQUEST FOR BIDS

Hidalgo County
(All funding services, programs & entities)

"CRS-2 (Cationic Rapid Setting)
EMULSIFIED ASPHALT"

RFB No.: 2015-265-09-09-SGS

Certification
Regarding Debarment, Suspension and Ineligibility

As is required by the Federal Regulations Implementing Executive Order 12549, Debarment and Suspension, 45 CFR Part 76, Government-wide Debarment and Suspension, the applicant certifies, to the best of his or her knowledge and belief, that both it and its principals:

a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency;

b. Have not within a three-year period preceding this bid proposal and/or application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction, violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

c. Are not presently indicted for or otherwise criminally or civilly charged by a government entity with commission of any of the offenses enumerated herein; and

d. Have not within a three-year period preceding this bid proposal and/or application had one or more public transactions terminated for cause or default.

Signature:_____
Print Name:_____
Title:_____
Telephone Number:_____
Date:_____

If the bidder is unable to certify to all of the statements in this Certification, such bidder should attach an explanation to this proposal.

EXHIBIT "B"

BID PAGE

EXHIBIT "B"

HIDALGO COUNTY
(ALL FUNDING SOURCES, PROGRAMS AND ENTITIES)
"CRS-2 (CATIONIC RAPID SETTING) EMULSFIED ASPHALT"
BID NO.: 2015-265-09-09-SGS
BID PAGE

OPENED 9:40 am 9-9-15

Vendor must thoroughly fill in each section of the Bid Page ("Exhibit B") if applicable. Shipping costs are to be F.O.B. destination. (Vendor pays all shipping cost and remains responsible until the County takes possession)

Witnessed

Bid Price by the Gallon (Freight to Be Included). Vendor Must Supply Pump and Hose (For Unloading)

QUANTITY (Only On An As Needed Basis)	DELIVERED PRICE AMOUNT	ADDITIONAL COST (SPECIFY)
LOADS OF 1000 GALLONS OR LESS	$ 2.5663 PER GAL. (FREIGHT INCLUDED)	DEMURRAGE AFTER 2 HOURS: $ 80.00 PER HOUR
LOADS OF 1,001 TO 2,000 GALLONS	$ 2.1331 PER GAL. (FREIGHT INCLUDED)	DEMURRAGE AFTER 2 HOURS $ 80.00 PER HOUR
LOADS OF 2,001 TO 3,000 GALLONS	$ 2.0388 PER GAL. (FREIGHT INCLUDED)	DEMURRAGE AFTER 2 HOURS $ 80.00 PER HOUR
LOADS OF 3,001 TO 4,000 GALLONS	$ 2.0166 PER GAL. (FREIGHT INCLUDED)	DEMURRAGE AFTER 2 HOURS $ 80.00 PER HOUR
LOADS OF 4,001 TO 5,000 GALLONS	$ 2.0233 PER GAL. (FREIGHT INCLUDED)	DEMURRAGE AFTER 2 HOURS $ 80.00 PER HOUR

Internal Use Only: NIGP Commodity Code: 745-08

Bidder's Information – Indicate Branch & phone numbers (for ordering purposes - if applicable):

Bidder/Company Name: ERGON ASPHALT & EMULSIONS, INC.

Address: 11612 RM 2244, BUILDING 1, SUITE 250

City/State/Zip Code: AUSTIN, TEXAS 78738

Phone & Fax No.'s: (512) 469-9292 / **FaxNo** (512) 469-0391

6746 UP RIVER ROAD

Branch: CORPUS CHRISTI, TX **Phone No** (361) 289-6147 / **FaxNo** (361) 289-8297

Cell Phone: DAVID C. KOPP - AREA SALES MANAGER - (830) 708-6647

Authorized Signature: David Stroud

Printed Name: DAVID STROUD

Title: TEXAS REGIONAL MANAGER

EXHIBIT "C"

CERTIFICATE OF INSURANCE

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 06/25/2015

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
Marsh USA Inc.
701 Poydras Street, Suite 4125
neworleans certrequest@marsh.com
New Orleans, LA 70139

Ergon -Stand-GAW-15-16

INSURED
Ergon Asphalt & Emulsions, Inc.
P O Box 1639
Jackson, MS 39215-1639

CONTACT NAME:
PHONE (A/C, No, Ext):
FAX (A/C, No):
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Zurich American Insurance Co	16535
INSURER B : American Zurich Insurance Co.	40142
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

COVERAGES CERTIFICATE NUMBER: HOU-002522572-33 REVISION NUMBER:6

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 SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY		GLO 9300739-14	08/01/2015	08/01/2016	EACH OCCURRENCE	$ 5,000,000
	CLAIMS-MADE X OCCUR					DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 100,000
	X $250,000 SIR					MED EXP (Any one person)	$ 5,000
	X Contractual Liability					PERSONAL & ADV INJURY	$ 5,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:					GENERAL AGGREGATE	$ 10,000,000
	X POLICY PRO-JECT LOC					PRODUCTS - COMP/OP AGG	$ 10,000,000
	OTHER:						$
A	AUTOMOBILE LIABILITY		BAP 2917435-17	07/01/2015	07/01/2016	COMBINED SINGLE LIMIT (Ea accident)	$ 2,000,000
	X ANY AUTO					BODILY INJURY (Per person)	$
	ALL OWNED AUTOS / SCHEDULED AUTOS					BODILY INJURY (Per accident)	$
	HIRED AUTOS / NON-OWNED AUTOS					PROPERTY DAMAGE (Per accident)	$
							$
	UMBRELLA LIAB OCCUR					EACH OCCURRENCE	$
	EXCESS LIAB CLAIMS-MADE					AGGREGATE	$
	DED RETENTION $						$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY		WC 2917165-17	07/01/2015	07/01/2016	X PER STATUTE / OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N: N / N/A					E.L. EACH ACCIDENT	$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below					E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
						E.L. DISEASE - POLICY LIMIT	$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
County of Hidalgo shall be named as Additional Insured where required by written contract in regards to the General Liability and Auto Liability.

CERTIFICATE HOLDER

Hidalgo County
Attn: Purchasing Department
2812 S. Business Hwy 281
Edinburg, TX 78539

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
of Marsh USA Inc.
Philip McCann

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Hidalgo County Purchasing Office
2812 S. Business Highway 281
New Administration Building
Edinburg, Texas 78539
(956) 318-2626 / Fax: (956) 318-2629

MEMORANDUM

Date: September 10, 2015

TO: Hon. A. C. Cuellar, Jr., Commissioner
Hidalgo County Precinct No. 1
Attn: Raul Lozano /Katia Garcia

Hon. Joe M. Flores, Commissioner
Hidalgo County Precinct No. 3
Attn: Mr. Saul Ramirez / Norma Ceballos

TO: Hon. Joseph Palacios, Commissioner
Hidalgo County Precinct No. 4
Attn: / Veronica Lopez-Davis

From: Sandy Suarez[ss], Buyer II
Hidalgo County Purchasing Dept.

RE: BID AWARD RECOMMENDATION/CONCURRENCE REQUEST
Bid No. 2015-265-09-09-SGS-Hidalgo County (All Funding Sources)-"CRS-2 (Cationic Rapid Setting) Emulsified Asphalt"

We received **two (2) bid responses** for the above referenced project. Enclosed you will find the copy of the Tabulation sheet and along with copies of the Bid responses for your review and recommendation

.

Please acknowledge by signing below, of your recommendation/concurrence to award to the lowest bidder meeting all specifications/requirements and **return** to the Purchasing Dept. **via fax to (956)-318-2629 or (956) 292-7612 or email: sandy.suarez@co.hidalgo.tx.us by no later than Thursday, September 17, 2015 @10:00 A.M. in order to place this item on the agenda for next Commissioner's Court Meeting.**

If you should have any questions or need additional information please contact me at (956) 318-2626 ext.4860

Please indicate below, the Vendor name and the Account number to be utilized for this project.

COMMENTS/CONCERNS:

Ergon Asphalt - lowest bidder

BUDGET ACCOUNT #: 5-1200-431-00-121-005-0610

Authorized Signature	Printed Name	Department	Date
	Raul Lozano	Pct. 1	9/11/15

Enclosures

Hidalgo County Purchasing Office
2812 S. Business Highway 281
New Administration Building
Edinburg, Texas 78539
(956) 318-2626 / Fax: (956) 318-2629

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Hidalgo County Purchasing Dept.

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If you should have any questions or need additional information please contact me at (956) 318-2626 ext.4860

Please indicate below, the Vendor name and the Account number to be utilized for this project.

COMMENTS/CONCERNS:

Eagle Asphalt + Emulsions - Lowest Bidder
5-1200-431-123-005-0-610 10/4/15 as per Norma Ceballos

BUDGET ACCOUNT #: ~~5-H00-432-00-123-005-0.610~~ 001
One all other funds #

Joe M. Flores — Pct #3 — 9/11/15
Authorized Signature — Printed Name — Department — Date

Enclosures

Pct 3

Hidalgo County Purchasing Office
2812 S. Business Highway 281
New Administration Building
Edinburg, Texas 78539
(956) 318-2626 / Fax: (956) 318-2629

MEMORANDUM

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Hidalgo County Purchasing Dept.

RE: BID AWARD RECOMMENDATION/CONCURRENCE REQUEST
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If you should have any questions or need additional information please contact me at (956) 318-2626 ext.4860

Please indicate below, the Vendor name and the Account number to be utilized for this project.

COMMENTS/CONCERNS:
ERGon Asphalt & Emulsions, Inc.
BUDGET ACCOUNT #: 5-1200-431-00-124-007-0-610

Authorized Signature	Printed Name	Department	Date
	Ramon Rodriguez	Roads & Bridges	9/11/15

Enclosures

HIDALGO COUNTY PURCHASING DEPARTMENT
TABULATION SHEET

DEPARTMENTS NAME: HIDALGO COUNTY(ALL FUNDING SOURCES, PROGRAMS AND ENITITIES)

BID OPENING: September 9, 2015	OPENING TIME: 9:30 A.M.

DESCRIPTION OF BID: RFB "CRS-2 (CATIONIC RAPID SETTING) EMULSIFIED ASPHALT"
BID NO. 2015-265-09-09-SGS

PRICE PER GALLON (FREIGHT INCLUDED) -ON AN "AS NEEDED BASIS"

	LOADS PER GALLON	UP TO 1000	1001 TO 2000	2001 TO 3000	3001 TO 4000	4001 TO 5000	ADDITIONAL COST (SPECIFY)
	VENDOR						
1	**Ergon Asphalt & Emulsions**	2.5663	2.1331	2.0388	2.0166	2.0233	80.00
		Per Gallon (freight included)	Per Gallon (freight included)	Per Gallon (freight included)	Per Gallon (freight included)	Per Gallon (freight included)	DEMURRAGE: (After 2 hrs.)
2	**Cleveland Asphalt Products**	No Bid	3.5601	2.6055	2.2871	2.0324	80.00
		Per Gallon (freight included)	Per Gallon (freight included)	Per Gallon (freight included)	Per Gallon (freight included)	Per Gallon (freight included)	DEMURRAGE: (After 2 hrs.)
3	**Martin Asphalt Co** **NON-COMPLIANCE**	No Bid	No Bid	No Bid	2.50	2.40	60.00
		Per Gallon (freight included)	Per Gallon (freight included)	Per Gallon (freight included)	Per Gallon (freight included)	Per Gallon (freight included)	DEMURRAGE: (After 2 hrs.)

HIDALGO COUNTY PURCHASING DEPARTMENT
PARTICIPATING BIDDER'S LOG
SPECIFICATIONS/BID PACKETS

RFB-RFP-RFQ

BID OPENING DATE: SEPTEMBER 09, 2015 **BID OPENING TIME: 9:30 A.M**

DEPARTMENT/BID DESCRIPTION: HIDALGO COUNTY (All Sources, Programs and Entities)"CRS-2(CATIONIC RAPID SETTING) EMULSFIED ASPHALT

BID NO: 2015-265-09-09-SGS

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.) Martin Asphalt, Co. Inc. Attn: Jack Nimmo	e-mail	Sandy Suarez	08/24/15	3 RIVERWAY STE# 400 HOUSTON, TX. 77056 Ph# 800-662-0987 Fax# 800-552-2415 D#713-350-6849 jnimmo@martinmlp.com
3.) Ergon A & E Inc. Attn: David Kopp	e-mail	Sandy Suarez	08/24/15	6746 Up River Rd. Corpus Christi, TX. 78409 P#830-708-6647 david.kopp@ergon.com
4.) Construction Data Company CDC/Bidtool Attn. Laura Cobb	e-mail	Sandy Suarez	08/24/15	One Oakbrook Terrace Ste. 510 Oak Brook Terrace, Il. 60181 P#512-634-5633 Fax#866-714-9554 plans@cdcnews.com or lcobb@cdcnews.com
5.) Vaquero Enterprises Attn: Mr. LeRoy Soliz	e-mail	Sandy Suarez	08/24/15	426 St Thomas Dr Laredo, Texas 78045 (956) 236-2411 vaquero.soliz@yahoo.com
7.) Jonathan Winkelman	e-mail	Sandy Suarez	08/24/15	Jonathan.winkelman@gmail.com
8) Cleveland Asphalts	e-mail	Sandy Suarez	08/24/15	100 Asphalt Lane Shepard, TX. 77371 Ph#800-334-0177 capcoasphalt@msn.com ccmcapco@msn.com (Greg Moore)
9) Virtual Builders Exchange Jeannette Olguin	EM	Sandy Suarez	08/24/15	***4047 Naco Perrin Ste. 100*** ***San Antonio, TX 78217*** ***P#: 210.564.6900 f#: 210.564.6902*** ***direct: 210.918.1124*** ***jeannette@virtualbx.com***
10) Prime Vendor Inc. Kimberly Doumit	e-mail	Sandy Suarez	08/24/15	4622 Cedar Avenue Wilmington NC 28403 Phone: 800-746-9554 Fax: 800-746-8307 Bids20@prime-vendor.com

11) CADCon Corp Oscar A. Chavez capcoasphalt@msn.com	e-mail	Sandy Suarez	08/24/15	1424 Mckinley St. Brownsville, Tx. 78521 C: (956)-909-6659

***VIA:**
IN PERSON (IP)
TELEPHONE REQUEST (TR)
BIDDER LIST MAIL OUT (BLM)
E-MAIL (EM)

AI-51951 **Purchasing Department** **23. A. 2.**

CC - REGULAR

Meeting Date: 10/27/2015

Submitted For: Marty Salazar, PURCHASING DEPT.

Submitted By: Yvette Islas, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

a. Presentation of scoring grid (for the purposes of ranking by CC) of the responses received and evaluated in connection with RFP No. 2015-101-10-07-YSS Property & Casualty Insurance Policies (Including 3rd Party Administration Services), SOLELY for "Commercial Property/Boiler Machinery-Terrorism Included" in order to award and approve premiums for same;

	Montalvo Insurance	McGriff Seibles & Williams
Evaluator 1	90	98
Evaluator 2	86	94
Evaluator 3	81	91
Average Score	85	94
CC Rank		

b. Recommendation to accept "Premium Summary", award the top ranked proposal received from _____ for Hidalgo County's Property & Casualty Insurance Policies (Including 3rd Party Administration Services), SOLELY for "Commercial Property/ Boiler Machinery-Terrorism Included" with authority to purchase said policies and services from: _____.

c. Review and recommendation and action by HCCC to accept the sole response received from Montalvo Insurance [with five options for HC to consider and award] as "qualified" to proceed to the next phase of the procurement process for other policies "Hidalgo County's Property & Casualty Insurance Policies (Including 3rd Party Administration Services) for said policies and services from the following companies, including, but not limited to the following: Munich–Princeton, Ace American Ins., Merkel Evanston Ins., Lloyd's London, Ace American, Ins., AIG/Illinois, National Union Fire Ins., Third Party Administration.

d. Approval to proceed to complete applications [as required by vendor] including authority for Judge, Court Member of Commissioners' Court or Executive Officer to sign any applicable documentation for said policies and services from _____ .

e. Acceptance and approval of schedule of premiums/fees (as approved by CC) and attached hereto as 2016-2017 Coverage Summary for Property and Casualty Insurance Policies awarded in the total amount of _____ effective January 01, 2016 through January 01, 2017 with authority to purchase.

BACKGROUND

Premium summaries for each line of insurance for each line of insurance will be distributed at CC or attached prior.

Fiscal Impact

FISCAL YEAR: **ACCT. #:**

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

BUDGETARY IMPACT:

DBM will address the funding and appropriation of same for payment of premiums.

FISCAL YEAR: **ACCT. #:**

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

BUDGETARY IMPACT:

5-1100-419-00-125-009-0-520
5-1100-415-18-160-001-0-540

Attachments

backup

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	10/23/2015 05:01 PM
Auditor's Office	Monica Badillo	10/23/2015 07:16 PM
Form Started By: Yvette Islas		Started On: 10/23/2015 09:42 AM
Final Approval Date: 10/23/2015		

HIDALGO COUNTY PROPERTY & CASUALTY INSURANCE

			2016-2017 Proposed Coverage Summary	
Type Of Coverage	**Proposed for 2016-2017**	**2015 Premium/Fees**	**2016 Proposed Premium/Fees**	**Proposed Price Difference + -**
General Liability	Munich-Princeton	$430,600.00	$400,966.00	**-$29,634.00**
Law Enforcement	Munich-Princeton	$287,066.00	$386,115.00	**+99,049.00**
Employee Benefits w/W. Acts	Munich-Princeton	w/W. Acts	w/G. Liability	
Wrongful Acts	Munich-Princeton	$637,925.00	$519,771.00	**-$118,154.00**
Auto Liability	Munich-Princeton	$167,454.00		
Auto Physical	Munich-Princeton	$71,766.00	$178,207.00	**-$61,013.00**
Crime	Ace American Ins.	$15,500.00	$15,000.00	**-500.00**
Medical Professional Liability	Merkel Evanston Ins.	$127,439.00	$134,200.00	**+$6,761.00**
District Clerk Errors/Omissions	Lloyd's London	$9,171.00	$9,206.00	**+$35.00**
County Clerk Errors/Omissions	Lloyd's London	$8,486.00	$9,202.00	**+$716.00**
Pollution Liability	Ace American Ins.	$4,242.00	$4,500.00	**+$258.00**
Differences in Conditions:	Ace American Ins.	$3,000.00	$3,000.00	**No Change**
Kidnap & Extortion	Ace American Ins.	$7,000.00	$7,000.00	**No Change**
Third Party Administration	TriStar	$48,000.00	$49,500.00	**+$1,500.00**
Volunteer Accident Policy	National Union Fire Ins.	$500.00	$600.00	**+$100.00**
Cyber Attack		No Coverage	$34,027.00	**+$34,027.00**
SUB-TOTAL PREMIUM		**$1,818,149.00**	**$1,751,294.00**	**-$66,855.00**
***OPTION 1 Property, Boiler & Machinery	McGriff, Seibles & Williams, Inc.	$745,728.00	$570,000.00	**-$175,725.00**
Wind/Hail Deductible Buy Back *(covered by OPTION 1)*		$99,114.00		**-$99,114.00**
OPTION 1 TOTAL PREMIUM		**$844,842.00**	**$570,000.00**	**-$274,842.00**
***OPTION 2 Property, Boiler & Machinery *(Including Flood Policy for Flood Zones A & V)*	McGriff, Seibles & Williams, Inc.	$745,728.00	$632,946.00	**-$112,782.00**
OPTION 2 TOTAL PREMIUM		**$844,842.00**	**$632,946.00**	**-$211,896.00**

Type Of Coverage	Coverage Limit	SIR/Deductible	Projected Premium/Fees
Commercial Property/Boiler Machinery- Terrorism Included	$291,228,906 $50,000,000 B&M Limit	$25,000 AOP $50K Windstorm or Hail $10,000 Deductible B&M	$570,000. $7,000.00 – B&M Premium
Wind/Hail Deductible Buy Back			
Differences In Conditions			
Kidnap/Extortion			
Medical Malpractice Liability			
Errors/Omissions District Clerk			
Errors/Omissions County Clerk			
Storage Tank Liability			
Automobile Liability & Physical Damage			
General Liability Employee Benefits **Plan**			
Law Enforcement Liability			
Public Officials & Employment Practices/ Management Liability			
Crime			
Third Party Administration			
Primary Flood			
TOTAL PREMIUM			$577,000

MONTALVO INSURANCE AGENCY

HIDALGO COUNTY PROPERTY & CASUALTY INSURANCE

2016-2017 ~~2015-2016~~ Coverage/Premium Summary

Type Of Coverage	Coverage Limit	SIR/Deductible	Projected Premium/Fees
~~Commercial Property/Boiler Machinery- Terrorism Included~~	~~Carrier: Chubb/Federal Ins $273,641,234~~	~~$25,000 2% Wind/Hail~~	~~with Terrorism $680,567.00 w/o Terrorism $654,344.00~~
~~Wind/Hail Deductible Buy Back~~	~~Carrier: Landmark American $273,641,234~~	~~$50,000~~	$99,199.00
Differences In Conditions	Carrier: Ace American $1,000,000		$3,000.00
Kidnap/Extortion	Carrier: Ace American Various	Various	$7,000.00
Medical Malpractice Liability	Carrier: Evanston $1,000,000/$3,000,000	$25,000	$134,200.00
Errors/Omissions District Clerk	Carrier: Certain Underwriters LLoyds $700,000	$1,500	$9,206.00
Errors/Omissions County Clerk	Carrier: Certain Underwriters Lloyds $700,000	$1,500	$9,202.00
Storage Tank Liability	Carrier: ACE American $2,000,000/$4,000,000	$5,000	$4,500.00
Automobile Liability & UIM Physical Damage	Carrier: Munich/Princeton $1,000,000 and $100,000 $1,000,000	$100,000	$1,485,059.00 w/Terrorism
General Liability Employee Benefits Plan	$1,000,000/$2,000,000 $1,000,000/$1,000,000	$100,000 $100,000	Included
Law Enforcement Liability	$1,000,000/$2,000,000	$100,000	Included
Public Officials & Employment Practices/ Management Liability	$2,000,000/$2,000,000 $2,000,000/$2,000,000	$100,000 $100,000	Included Included
Crime	Carrier: ACE/Westchester $500,000	$50,000	$15,000
Third Party Administration			$49,500
~~Primary Flood~~	~~Carrier: Nationwide Mutual $500,000 Building $500,000 Contents~~	~~$1,250~~	~~Each Policy $3,188.00 (Zone B, C & X)~~
Cyber	Carrier: AIG/Illinois National $3,000,000	$25,000 $50,000	$34,027.00
Accidental Death for Volunteers	Carrier: National Union Fire $10,000	$500.00	$600.00
TOTAL PREMIUM			

HIDALGO COUNTY PURCHASING DEPARTMENT
PROPOSAL ACCEPTANCE SHEET

DEPARTMENT NAME: HIDALGO COUNTY

PROPOSAL ACCEPTANCE DATE:	**PROPOSAL ACCEPTANCE TIME:**
October 07, 2015	**9:30 A.M.**

DESCRIPTION OF PROPOSAL: Hidalgo County Property & Casualty Insurance (Including Third Party Administration Services)

PROPOSAL NO: 2015-101-10-07-YSS

RFP#	VENDOR NAME	ACKNOWLEDGE RECEIPT OF RFP RESPONSE
#01	McGriff, Seibles, & Williams of Texas, Inc.	✓
#02	Montalvo Insurance Agency	✓
#03		
#04		
#05		
#06		
#07		

HIDALGO COUNTY PURCHASING DEPARTMENT
PARTICIPATING RESPONDENT'S LOG
REQUIREMENTS/RFP PACKETS

RFB-RFP-RFQ

RFP ACCEPTANCE DATE: October 07, 2015 **RFP ACCEPTANCE TIME: 9:30 A.M.**
DEPARTMENT/PROPOSAL DESCRIPTION –"HIDALGO COUNTY PROPERTY AND CASUALTY INSURANCE" (Including Third party Administration Services)
RFP NO: 2015-101-10-07-YSS

NAME OF BIDDER: COMPANY/FIRM & REPRESENTATIVE'S NAME	PROPOSAL REQUEST *VIA	SIGNATURE (IF APPLICABLE) OR INITIALS OF STAFF ADDRESSING MAIL OUT	DATE	PHYSICAL ADDRESS CITY-STATE-ZIP E-MAIL ADDRESS PHONE & FAX NO.s
1. Montalvo Insurance Ramon Montalvo	Dropbox	Yvette Salinas	09-10-15	208 S Texas Blvd Weslaco, TX 78596 956-698-5523 ramon@montalvoinsurance.com jessie@montalvoinsurance.com
2. Argus Services Corporation Brenda Canterbury VP of Operations	Dropbox	Yvette Salinas	09-10-15	811 S Central Expy Ste 440 Richardson, Texas 75080 214-842-6103 Direct 214-459-2000 ext 1009 214-459-2016 Fax brenda@argusservices.net
3.York Risk Services Group Patrick O'Toole VP Sales	Dropbox	Yvette Salinas	09-10-15	1035 Boyer Blvd, Suite 100 Austin, TX 78758 512-427-2429 office 210-863-7695 cell Pat.otoole@yorksg.com
4.Arthur J. Gallagher & Co Mike Kessler ARM, AIC, CIC Area Vice President	Dropbox	Yvette Salinas	09-10-15	Two Lincoln Center 5420 LBJ Freeway, Suite 400 Dallas, Texas 75240 972-663-6113 Phone 972-658-2710 Cell 972-663-6036 Fax Mike_Kessler@ajg.com
5. McGriff Seibels & Williams Joseph Blasi, ARM, CPCU Ex Vice President	Dropbox	Yvette Salinas	09-10-15	818 Town & Country Blvd, Suite 500 Houston, TX 77024 713-213-9934 cell 713-940-6565 office JLBASI@McGRIFF.com
6. Texas Association of Counties Risk Management Services Risk Management Consultant - Southeast Robert Ruiz, CRM, CIC	Dropbox	Yvette Salinas	09-10-15	512.779.3621 cell 800.456.5974 office 512.476.6231 fax RRuiz@county.org

7. Newkirk & Newkirk Ramiro Garza	Dropbox	Yvette Salinas	09-10-15	956-821-2984 rgnewkirk@yahoo.com
8. Prime Vendor Inc. Kimberly Doumit	Dropbox	Yvette Salinas	09-10-15 (09-14-15 confirmed receipt)	4622 Cedar Avenue Bldg 5 Suite 124 Wilmington NC 28403 800-746-9554 Phone 800-746-8307 Fax bids20@prime-vendor.com
9. York Risk Services Group Lynda Smith-Kelly	Dropbox	Yvette Salinas	09-10-15	333 City Blvd West, Suite 1500 Orange, CA 92868 714-620-1397 office lynda.smithkelly@yorkrsg.com
10. Airways International Insurance Services, LLC Lez Wenzel, Mngr	Dropbox	Yvette Salinas	09-11-15	P O Box 100 Mickleton, NJ 08056 856-423-4520 office 267-530-0676 cell 856-423-4600 fax lwenzel@airwaysins.com
11. Figueroa Insurance Ernesto G. Orta	Dropbox	Yvette Salinas	09-11-15	956-380-1950 office 956-380-1305 fax figueroains@gmail.com
12. McGriff Susan Golla	Dropbox	Yvette Salinas	09-15-15	8200 IH- West, Suite 317 San Antonio, TX 78230 210-602-4840 cell 877-254-6564 210-695-8583 fax SShoemake@McGriff.com
13. Expat-Health.com	Dropbox	Yvette Salinas	09-21-15	1-813-431-2640 michaelmandarino@expat-health.com
14.				
15.				

***VIA:**
IN PERSON (IP)
TELEPHONE REQUEST (TR)
BIDDER LIST MAIL OUT (BLM)
E-MAIL (EM)

AI-51594 **Purchasing Department** **23. A. 3.**

CC - REGULAR

Meeting Date: 10/27/2015

Submitted For: Marty Salazar, PURCHASING DEPT.

Submitted By: Sandra Montalvo, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

a. Reject the sole proposal received [incomplete] for: "Section .... and COBRA Administration Services [Only]" and, if approved;

b. Requesting authority to exercise Hidalgo County's to renew with UnitedHealth Care a one (1) year extension under the same rates, terms and conditions [as provided under the original RFP award in 2013] for "Section ... and COBRA Administration Services" with renewal/extension effective January 1, 2016 through December 31, 2017.

BACKGROUND

Fiscal Impact

FISCAL YEAR: **ACCT. #:**

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

BUDGETARY IMPACT:

DBM will identify and appropriate the funding source for this expenditure.

Attachments

email from DBM-Employee benefit Division
Renewwal Term of RFP
Correspondence from UHC

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	10/23/2015 03:30 PM
Purchasing Department	Marty Salazar	10/23/2015 03:30 PM

Budget & Management	Veronica Ortiz	10/23/2015 03:36 PM
Auditor's Office	Monica Badillo	10/23/2015 07:16 PM

Form Started By: Sandra Montalvo Started On: 09/29/2015 02:55 PM

Final Approval Date: 10/23/2015

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

AI-50137 CC 8/18/15 - COBRA ADMIN SERVICES

From : Angelica Tapia <angelica.tapia@co.hidalgo.tx.us> Mon, Sep 28, 2015 08:38 AM

Subject : AI-50137 CC 8/18/15 - COBRA ADMIN SERVICES 1 attachment

To : Darlene H. Betancourt <darlene.betancourt@co.hidalgo.tx.us>

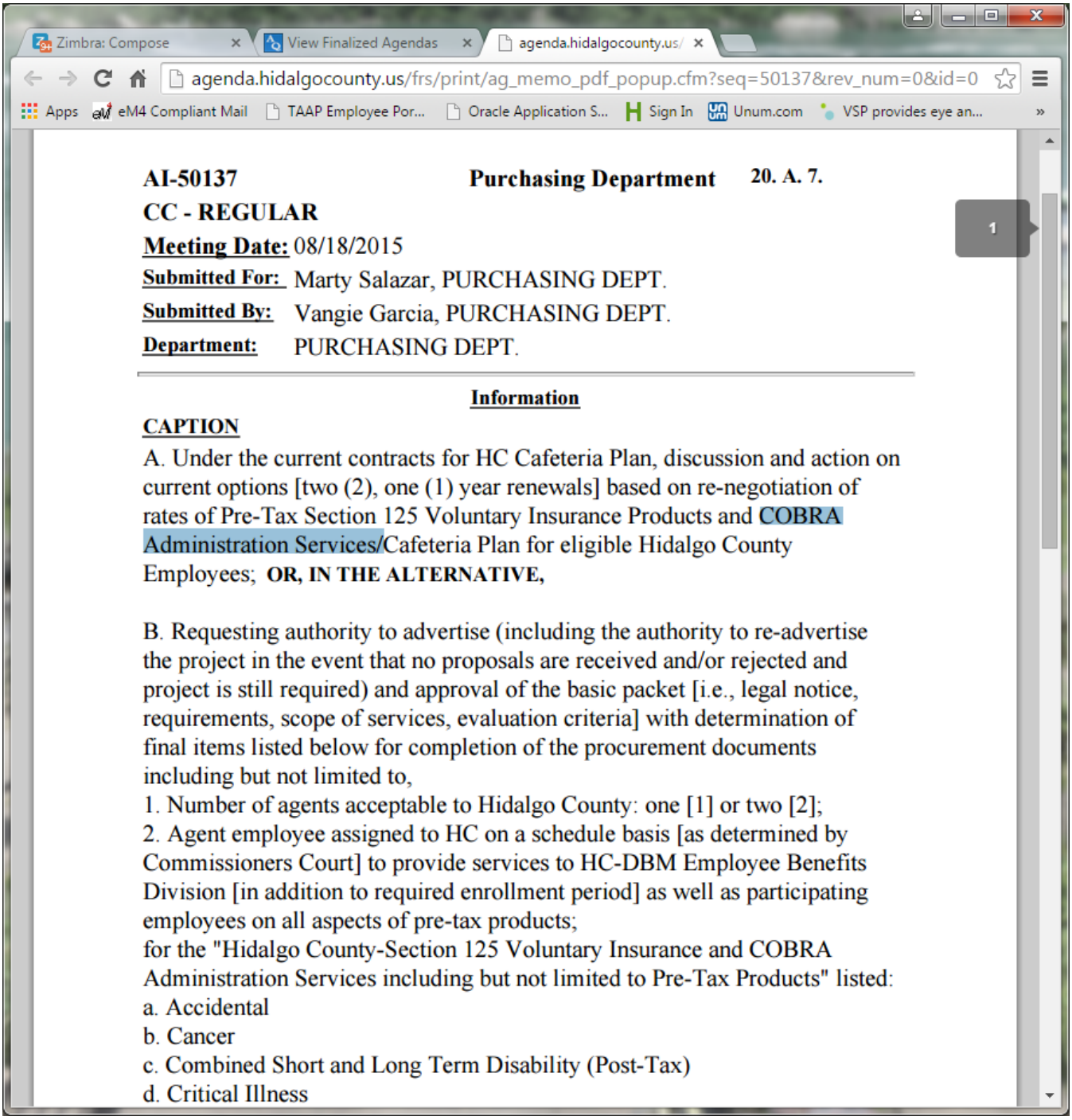
Cc : Sandra Montalvo <sandra.montalvo@co.hidalgo.tx.us>, Raul Silguero <raul.silguero@co.hidalgo.tx.us>, flora.vazquez <flora.vazquez@co.hidalgo.tx.us>, Martha Salazar <martha.salazar@co.hidalgo.tx.us>

Good Morning Darlene,

This is just to officially submit request to rescind action on COBRA Administration Services as there was only one incomplete proposal received for this type of service and to renew one additional year with current carrier, UnitedHealthcare. Issue was discussed via phone by Flora with Ms. Marty on or about 9/16 or 17/15 (while we were going thru the pre-screening phase at Human Resources office) and this action was agreed on.

Thank You,

Angélica



AI-50137 **Purchasing Department** **20. A. 7.**

CC - REGULAR

Meeting Date: 08/18/2015

Submitted For: Marty Salazar, PURCHASING DEPT.

Submitted By: Vangie Garcia, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

A. Under the current contracts for HC Cafeteria Plan, discussion and action on current options [two (2), one (1) year renewals] based on re-negotiation of rates of Pre-Tax Section 125 Voluntary Insurance Products and COBRA Administration Services/Cafeteria Plan for eligible Hidalgo County Employees; **OR, IN THE ALTERNATIVE,**

B. Requesting authority to advertise (including the authority to re-advertise the project in the event that no proposals are received and/or rejected and project is still required) and approval of the basic packet [i.e., legal notice, requirements, scope of services, evaluation criteria] with determination of final items listed below for completion of the procurement documents including but not limited to,

1. Number of agents acceptable to Hidalgo County: one [1] or two [2];
2. Agent employee assigned to HC on a schedule basis [as determined by Commissioners Court] to provide services to HC-DBM Employee Benefits Division [in addition to required enrollment period] as well as participating employees on all aspects of pre-tax products;

for the "Hidalgo County-Section 125 Voluntary Insurance and COBRA Administration Services including but not limited to Pre-Tax Products" listed:

a. Accidental
b. Cancer
c. Combined Short and Long Term Disability (Post-Tax)
d. Critical Illness



1443447148586
386 KB

HIDALGO COUNTY

SECTION 125-VOLUNTARY INSURANCE PRODUCTS EXHIBIT "A"

REQUIREMENTS/SCOPE OF SERVICES AND PLAN FORMS

RFP NO.: 2012-145A-01-16-CGA

Purchasing Department
DUE DATE OF: JANUARY 16, 2013

NO FACSIMILES OR LATE ARRIVALS WILL BE ACCEPTED. ANY PROPOSAL RECEIVED AFTER THAT TIME WILL NOT BE OPENED AND WILL BE RETURNED. OVERNIGHT MAIL MUST ALSO BE PROPERLY LABELED ON THE OUTSIDE OF EXPRESS SEALED ENVELOPE OR SEALED PACKAGE WITH THE FOLLOWING REFERENCE: RFP NO. 2012-145A-01-16CGA – "SECTION 125 VOLUNTARY INSURANCE PRODUCTS".

Contents: The required contents for the RFP are presented below in the order they should be incorporated into the submitted document.

UNDERSTANDING 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.

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 with detailed description of the level of commitment to servicing the account, including the bilingual staffing accommodations. There is a one (1) page limitation for each biographic summary provided.

Hidalgo County prefers an office located within Hidalgo County. (physical location, address and telephone number to be specified)

Required Certifications and Submittal: This section will contain any licenses (current) and certifications as required by the Texas Department of Insurance. Hidalgo County requires proposers to include copies of their Professional Liability Insurance as stated in Exhibit C herein.

DURATION OF CONTRACT: The initial term of the contract shall be for a five (5) year term with a (3) year rate guarantee. In addition, any renewal must be delivered to the County of Hidalgo ninety (90) days prior to renewal. Hidalgo County has the option to renew for an additional one (1) year under the same rates, terms and conditions. Hidalgo County reserves the right to continue the awarded proposals under the same rates, terms and conditions for an additional sixty (60) day Grace Period at the end of the contract term in the event new providers have not been awarded.

All costs and expenses associated with the preparation and submission of proposals shall be the responsibility of the vendor and no reimbursement for such charges or expenses shall be passed onto Hidalgo County, Hidalgo County Drainage District #1 or Hidalgo County Appraisal District and any other applicable programs and agencies under Hidalgo County.

SCOPE OF SERVICES: Hidalgo County is requesting sealed proposals from insurance carriers to provide all the **"Section 125 Voluntary Insurance Products"** to the employees and employees' dependents. Hidalgo County is requesting proposals equal to or better than current services/products for County of Hidalgo, Hidalgo County Drainage District No. 1 and/or Hidalgo County Appraisal District, including, but not limited to, the following:

Zimbra **evangelina.garcia@co.hidalgo.tx.us**

Fwd: UCH EXECUTED CONTRACT COPY

From : Sandra Montalvo <sandra.montalvo@co.hidalgo.tx.us> Thu, Oct 08, 2015 08:08 AM
Subject : Fwd: UCH EXECUTED CONTRACT COPY 2 attachments
To : Evangelina Garcia <evangelina.garcia@co.hidalgo.tx.us>
Cc : Darlene H. Betancourt <darlene.betancourt@co.hidalgo.tx.us>

fyi....

From: "Angeles Hernandez" <angeles_hernandez@uhc.com>
To: "Angelica Tapia" <angelica.tapia@co.hidalgo.tx.us>
Cc: "Sandra Montalvo" <sandra.montalvo@co.hidalgo.tx.us>
Sent: Thursday, October 8, 2015 8:01:12 AM
Subject: RE: UCH EXECUTED CONTRACT COPY

Angelica,

No UHC doesn't issue a contract for COBRA services only send oust the COBRA fees agreement. I request the copy from the billing person and get it to you today. The one for 2013 & 2014.

Thanks,

Angeles Hernandez | COBRA/Direct Bill Client Service Consultant
UnitedHealthcare Benefit Services
OptumHealth Financial Services
T 502-318-1925
angeles_Hernandez@uhc.com | unitedhealthgroup.com

Our United Culture The way forward
Integrity | Compassion | Relationships | Innovation | Performance

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From: Angelica Tapia [mailto:angelica.tapia@co.hidalgo.tx.us]
Sent: Wednesday, October 07, 2015 4:03 PM
To: Hernandez, Angeles
Cc: Sandra Montalvo
Subject: Re: UCH EXECUTED CONTRACT COPY
Importance: High

Hi Angeles,

Would you happen to have something on file, a pdf copy, that might have been sent back in 2013? As this document has today's date. Normally, UHC doesn't issue a contract for COBRA administration services?

Thank You,

Angélica M. Tapia
Health Benefits Accountant IV
Hidalgo County DBM Employee Benefits Division
2818 S. Business Hwy 281
Edinburg, TX 78539
Ph (956) 292-7025 x5415
Fx (956) 292-7029

From: "Angeles Hernandez" <angeles_hernandez@uhc.com>
To: "Angelica Tapia" <angelica.tapia@co.hidalgo.tx.us>
Sent: Wednesday, October 7, 2015 2:37:39 PM
Subject: RE: UCH EXECUTED CONTRACT COPY

Angelica,

Please see attached, the other document was the one saved in the original document Client Detail Brief but just got this updated from our Billing analyst.

Thank you,

Angeles Hernandez | COBRA/Direct Bill Client Service Consultant
UnitedHealthcare Benefit Services
OptumHealth Financial Services
T 502-318-1925
angeles_Hernandez@uhc.com | unitedhealthgroup.com

Our United Culture The way forward
Integrity | Compassion | Relationships | Innovation | Performance

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From: Angelica Tapia [mailto:angelica.tapia@co.hidalgo.tx.us]

AI-51816 **Purchasing Department** **23. A. 4.**

CC - REGULAR

Meeting Date: 10/27/2015

Submitted For: Marty Salazar, PURCHASING DEPT.

Submitted By: Sandra Montalvo, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

Presentation of sole responsible vendor, Catalina Lopez, dba, Elite Transportation, Inc., submitting the lowest and best bid [detailed in tabulation sheet contained herein & meeting specification and/or requirements] for the purpose of award and approval of contract for Request for Bids titled: Hidalgo County-"Dead Body Pickup and Transport Services" through project No.: 2015-281-10-07-SMA.

BACKGROUND

1. Four (4) packets sent to Vendors
2. A Sole bid was received meeting all Specificatons/Requirements
3. Contract will commence December 13, 2015
4. Contract document was reviewed and approved by Legal Counsel as to form.

Fiscal Impact

FISCAL YEAR: 2015 **ACCT. #:** 1100-421-00-080-003-0-340

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

BUDGETARY IMPACT:

Funds available as of 10/23/15.

Attachments

participation, tabulation, contract document

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	10/21/2015 01:54 PM
Budget & Management	Veronica Ortiz	10/21/2015 02:44 PM
Glinda Pacheco	Glinda Pacheco	10/23/2015 08:57 AM
Auditor's Office	Monica Badillo	10/23/2015 07:16 PM
Form Started By: Sandra Montalvo		Started On: 10/14/2015 01:22 PM
Final Approval Date: 10/23/2015		

HIDALGO COUNTY PURCHASING DEPARTMENT
PARTICIPATING BIDDER'S LOG

BID OPENING DATE: October 03,2012 | **BID OPENING TIME: 9:30 A.M.**

DEPARTMENT/BID DESCRIPTION: Hidalgo County-Dead Body Pickup & Transport Services

BID NO.: 2015-281-10-07-SMA | **Buyer: Sandra Montalvo**

	NAME OF VENDOR COMPANY/FIRM	BID REQUEST *VIA	SIGNATURE (IF APPLICABLE) OR INITIALS OF STAFF	DATE	MAILING ADDRESS, PHONE No & E-MAIL ADDRESS
1)	ELITE TRANSPORTATION SERVICES Attn: Catalina Lopez	BLM/EM	Sandra Montalvo	09/21/15	7608 N.21 St. McAllen, Tx 78504 956-331-4117 cell 956-874-8971 cell juca.lopez@me.com cattyr819@yahoo.com elite.transport10@yahoo.com
2)	Prime Vendor Inc. Attn: Kimberly Doumit	EMR	Sandra Montalvo	09/22/15	4622 Cedar Avenue Bldg 5 Suite 124 Wilmington NC 28403 Phone: 800-746-9554 Fax: 800-746-8307 Contact Email: bids20@prime-vendor.com
3)	ELITE TRANSPORTATION	IP	Sandra Montalvo/ Sandy Suarez	09/24/15	7608 N. 21st McAllen, TX. 78504 (956) 331-4117 –(956)874-8971 elite.transport10@yahoo.com
4)	GREEN GLOBAL Attn: Tony Percell	EMR	Sandra Montalvo	09/22/15	5511 Riverside dr Chino, CA, 91710 909.628.3001
5)					
6)					
7)					
8)					
9)					
10)					
11)					

***VIA:**
IN PERSON (IP)
TELEPHONE REQUEST (TR)
BIDDER LIST MAIL OUT (BLM)

HIDALGO COUNTY PURCHASING DEPARTMENT
BID TABULATION SHEET

DEPARTMENT NAME DECRIPTION OF PROJECT ***HIDALGO COUNTY -"DEAD BODY PICK-UP AND TRANSPORT SERVICES"***

BID NO: 2015-281-10-07-SMA	**BID OPENING DATE & TIME:** ***October 07, 2015 @9:30a.m.***

	PARTICIPATING VENDORS	**PRICE**
1.	**ELITE TRANSPORTATION**	**$75.00 per body**
2.		
3.		
4.		
5.		
6.		
7.		
8.		

THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

SERVICE CONTRACT
C-15-281-10-27

THIS CONTRACT is made and entered into this **27th** Day of **October, 2015** by and between the **COUNTY OF HIDALGO, TEXAS** ("County"), **CATALINA LOPEZ, DBA, ELITE TRANSPORTATION** and ("Company").

WHEREAS, Company responded to advertised notices for bids for **"Dead Body Pickup and Transport Services",** as more particularly described in Exhibit "A" (the "Services"); and

WHEREAS, Company submitted a bid to provide services in accordance with the specifications as bid, a copy of such specifications and bid being attached hereto as Exhibits "A" and "B" ("Vendor's Bid") respectively, and incorporated herein for all purposes (as the "RFB Packet"); and

WHEREAS, in recognition of and in consideration of Company's agreement to perform the Services in accordance with Specifications, the Commissioners Court of County awarded the bid to Company.

NOW, THEREFORE, in mutual consideration of the foregoing and the further consideration of the following, the parties hereto agree as follows:

1. County and Company hereby agree that this Contract is entered into in order to provide the Services to locations at **Hidalgo County**. This Contract does not extend to

any third parties any duties or benefits conferred in any manner hereunder or otherwise.

2. Company hereby promises and agrees to render and provide, during the term of this Contract, and shall be obligated to render and provide the Services in accordance with the Specifications within **Hidalgo County** following a request for Services by the **Commissioners' Court** or their designated agent. Company agrees in performing the Services that it will use proper professional standards, comply with any and all appropriate laws and regulations in providing the Services, and devote such time as is necessary to safely and efficiently provide the Services.

3. This Contract shall be for a period of two years effective **December 13, 2015** and ending on **December 12, 2017.** Hidalgo County at its sole discretion elect the option to extend the contract for one (1) additional year at the same rates, terms and conditions and may further extend for an additional sixty (60) days grace period at the end of the contract term due to any unforeseen delay in the procurement process and the County shall have the sole option to extend the Contract on a month to month basis under the same fees, rates, terms and conditions, unless this Contract is terminated pursuant to the provisions herein, whichever occurs first .

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. **INDEMNIFICATION: 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 St., 2nd Floor** **Edinburg, Texas 78539**
If to Company:	**Catalina Lopez, dba, Elite Transportation** **7608 N. 21st St.** **McAllen, Texas 78504**

13. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

14. Any contract award to a successful bidder will be in effect until (a) the contract expires, (b) delivery and acceptance of products, and/or performance of services ordered, or (c) terminated without cause by County with sixty (60) day's written notice prior to cancellation.

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

16. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas and shall be performable in Hidalgo County.

17. **Commitment of Current Revenues Only**. In the event that, during any term hereof, the Commissioners Court does not appropriate sufficient funds to meet the obligations of County under this Agreement, County may terminate this Agreement upon ninety (90) days written notice to Company. County agrees, however, to use reasonable efforts to secure funds necessary for the continued performance of this Agreement. The parties intend this provision to be a continuing right to terminate this Agreement at the expiration of each budget period of Buyer pursuant to the provisions of Tex. Loc. Govt. Code Ann. 271.903 (Vernon Supp. 1996).

18. **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 stated 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

ATTEST:

By:_____
Ramon Garcia, County Judge

_____
Arturo Guajardo Jr., County Clerk

COMPANY:
Catalina Lopez, dba, Elite Transportation

By:_____

Printed Name:_____

Title:_____

APPROVED AS TO FORM:
Hidalgo County Criminal District Attorney

By:_____
Josephine Ramirez Solis
Assistant District Attorney

APPROVED BY COMMISSIONES COURT:_____

EXHIBIT "A"
REQUEST FOR BIDS (RFB)
PROCURMENT PACKET

Hidalgo County Purchasing Department
2812 S. Business Highway 281
Edinburg, Texas 78539
(956) 318-2626/ Fax: (956) 318-2629

September 21, 2015

Bidder's name

Address

City

State, Zip Code

Re: **HIDALGO COUNTY**
Request for Bids-**"Dead Body Pickup and Transport Services"**
Bid No: 2015-281-10-07-SMA

Dear Prospective Bidders:

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

"Dead Body Pickup and Transport Services"

Bid No: 2015-281-10-07-SMA

TABLE OF CONTENTS

Item	Description	No. of Pages
1.	**Request for Bid Letter**	1
2.	**Request for Bid, Legal Notice**	8
3.	**Exhibit "A" Specifications/Requirements**	3
4.	**Exhibit "B" Bid Page,**	1
5.	**Exhibit "C" Insurance Requirements**	4
6.	**Exhibit "D" CIQ Conflict of Interest Questionnaire**	1
7.	**Vendor/Bidder Application and W-9 form**	6
8.	**Certification Regarding Debarment**	1
9.	**Draft Service Contract**	9

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

September 21, 2015
Date

Bid No:2015-281-10-07--SMA	Buyer: Sandra Montalvo	Tel. No: (956) 318-2626 Ext. 4865

REQUEST FOR BIDS

HIDALGO COUNTY

"Dead Body Pickup and Transport Services"

BID OPENING DATE: October 07, 2015 @ 9:30 a.m.

Contact Person:

Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
Physical Address: 2802 S. Business Hwy. 281 -New Administration Building
Mailing/Postal Address: 2812 S. Business Hwy. 281
Edinburg, Texas 78539

956 318-2626

Form HCPD-03

1. Sealed bids will be received for *"Hidalgo County-Dead Body Pickup and Transport 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 bidder's 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-2015-281-10-07-SMA-Hidalgo County-Dead Body Pickup and Transport Services"** and in County's Purchasing Department with a physical address: 2802 S. Business 281 and a mailing address: 2812 S. Business Hwy., 281, New Administration Building, Edinburg, Texas, **on or before 9:30 A.M., Wednesday, October 07, 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 RFB No.2015-281-10-07-SMA-"Hidalgo County-Dead Body Pickup and Transport Services"

   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 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 and Contract Number (if any)
  - d) Notation- ***"Hidalgo County-Dead Body Pickup and Transport 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:

Elizabeth Cano, Accounts Payable Supervisor
Hidalgo County Auditor's Office
2808 S. Business Hwy 281
Edinburg, Tx 78539
(956) 318-2511

17. **SCHEDULE OF EVENTS**

Bid Opening, 9:30 AM	**October 07, 2015**
Award of Contract	_____, 2015
Commence Work or Deliver Products	_____, 2015

18. **BID OR PERFORMANCE BOND AND DEBARMENT CERTIFICATION; PAYMENT UNDER CONTRACT** (if applicable):

- If the contract proposed is for the construction of public works or is for a contract for goods & services exceeding $100,000, all bidders shall furnish a good and sufficient bid bond in the amount of five percent of the total contract price. A bid bond must be executed with a surety company authorized to do business in Texas. All bidders are also required to furnish a certification or acknowledgment stating that the contractor or vendor is free from suspension or debarment pursuant to federal regulation 45CFR Part 76.

- Together with the signing of a contract or issuance of a purchase order following the acceptance of a bid, and prior to commencement of the actual work, the bidder shall furnish a performance bond to the County for the full amount of the contract, if that contract exceeds $50,000.

- If the contract is for $50,000 or less, no money will be paid to the contractor until completion and acceptance of the work or the fulfillment of the purchase obligation to the County, and, if applicable, the receipt by County of satisfactory evidence that all subcontractors and material men have been paid.

- If a contract is for the construction, alteration or repair of public buildings or public works, the contractor *shall* provide a payment bond for a contract in excess of Twenty Five Thousand Dollars ($25,000.00), as required by Tex. Govt. Code Ch. 2253.

- For requirements contracts, bond requirements are determined by applying the proposed unit price to the estimated quantities included in the specifications.

19. ETHICAL STANDARDS:

- It shall be a breach of ethics to offer, give or agree to give any elected official, department head or employee, or former elected official, department head or employee, of the County, or for any elected official, department head or employee or former elected official, department head or employee of the County, to solicit, demand, accept or agree to accept from another person, entity or organization, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation or any part of a program requirement or purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefore pending before any department or agency of the County.

- It shall be a breach of ethics for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor for any contract for the County, or any person associated therewith, as an inducement for the award of a subcontract or order.

- No public official shall have an interest in a contract awarded hereunder except in accordance with Tex. Loc. Govt. Code Chapter 171.

20. DISCLOSURE OF CONFLICT OF INTEREST

- Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that any vendor, person, consultant or contractor considering doing business with Hidalgo County ("the County") to disclose in the Conflict of Interest Questionnaire (the "CIQ") attached as Exhibit D, the vendor, person, consultant or contractor's affiliation or business relationship that might cause a conflict of interest with the County. By law, the CIQ must be filed with the Hidalgo County Clerk's Office no later than the seventh business day after the date the person becomes aware of facts that require that statement to be filed. The disclosure requirement applies to a person or business who contracts or seeks to contract with Hidalgo County for the sale or purchase of property, goods or service. Any purchase order or contract resulting from this process shall be considered null and void if the successful bidder fails to comply with Texas Local Government Code Chapter 176. Vendors, consultants, contractors and others who desire to conduct business with Hidalgo County are encouraged to refer to Texas Local Government Code Chapter 176 for the details of this law. An offense under Texas Local Government Code Chapter 176 is a Class C Misdemeanor.

Please Submit completed CIQ forms to the Hidalgo County Clerk's Office located at 100 N. Closner, Edinburg, Texas 78539-Hidalgo County Courthouse **COMPLETION AND SUBMISSION OF FORM CIQ IS THE SOLE RESPONSIBILITY OF THE PROSPECTIVE BIDDER.**

21. If, during the life of any contract or bid awarded, the successful bidder's net prices generally available to other customers for items awarded herein are reduced below the contracted price, it is understood and agreed that the benefits of such reduction shall be extended to County.

22. Bids, and all goods and services provided 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 and submit a Certificate of Account Status indicating bidder is in "Good Standing" with the Texas Comptroller of Public Accounts if such bidder is incorporated in the State of Texas. To secure a certificate of "Good Standing", you may access the following website: www.window.state.tx.us/taxinfo/coastintr.htlm . If the bidder is not incorporated with the Texas, the bidder must submit the appropriate evidence of filing with the Texas Secretary of State stating that the business is authorized to transact business in Texas.**
    - Possess or is able to obtain adequate financial resources as required to perform under the bid;
    - Be able to comply with the required or proposed delivery schedule;
    - Have a satisfactory record of performance;
    - Have a satisfactory record of integrity and ethics;
    - Be otherwise qualified and eligible to receive an award.

24. Successful bidder will pay or cause to be paid, without cost or expenses to County, all FICA, FUTA/SUTA and Federal Income Withholding Taxes of all employees, and all wages and benefits as required by Federal or State law. Successful bidder's officers, agents and/or employees will not be entitled to any benefits of an employee or elected official of County, including, but not limited to, benefits associated with County's civil service system.

25. Any contract award to a successful bidder will be in effect until (a) the contract expires, (b) delivery and acceptance of products, and/or performance of services ordered, or (c) terminated by County with thirty day's written notice prior to cancellation.

26. County reserves the right to enforce performance of any contract awarded hereunder in any manner prescribed by law or deemed to be in the best interest of the County in the event of breach or default by successful bidder; County reserves the right to terminate any contract immediately in the event a successful bidder fails to:

    A. Meet schedules;
    B. Pay any required fees or taxes; or
    C. Otherwise perform in accordance with the specifications.

27. Successful bidder shall defend, indemnify and save harmless County and all its elected officials, officers, agents and employees from all suits, actions, or other claims of any character, name and description brought for or on account of any injuries or damages received or sustained by any person, persons, or property on account of any negligent act or fault of the successful bidder, or of any agent, employee, subcontractor or supplier of successful bidder in the execution of, or performance under, any contract which may result from bid award or which arises from any event or casualty happening on or within County premises themselves or happening upon or in any halls, elevators, entrances, stairways or approaches of or to such County facilities. Successful bidder shall pay any judgment with costs which may be obtained against county growing out of such injury or damages, and shall, upon request, provide a defense to County by counsel reasonably acceptable to County. Successful bidder's indemnity hereunder shall include, but is not limited to, claims relating to patent, copyright or trademark infringement, and the like, arising out of the goods and services provided by successful bidder.

28. Successful bidder shall warrant that all items/services shall conform with the specifications and/or all warranties provided under the Uniform Commercial Code and be free from all defects in material, workmanship and the like. Items supplied under a contract pursuant to this Request for Bids shall be subject to County's approval. Items found to be defective or not meeting specifications shall be replaced by successful bidder within two business days at no expense to County. Items not picked up within one (1) week after notification shall be deemed a donation to County and may be used or disposed of at County's discretion and without waiver of any other rights of County as to the item's nonconformity.

29. This document and any disputes arising hereunder shall be governed and construed according to the laws of the State of Texas, and will be performable exclusively in Hidalgo County, Texas.

30. The successful bidder shall not assign, sell, transfer or convey its rights under any awarded contract, in whole or in part, without the prior written consent of County.

Bid
for
HIDALGO COUNTY
"Dead Body Pickup and Transport Services"

To: Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
Physical address: 2802 S. Business Hwy. 281-New Administration Building
Mailing address: 2812 S. Business Hwy. 281
Edinburg, Texas 78539

In accordance with the Specifications, and subject to all laws and regulations of the United States and state and local laws, the undersigned bidder proposes and commits to furnish all labor, equipment, material, software and services as set forth in the documents hereinbefore mentioned. The undersigned bidder further agrees, upon acceptance of its bid, to execute a contract and/or Purchase Order issued by Hidalgo County for performing and completing the work described in the Specifications within the time stated and for the prices proposed in the documents attached hereto and made a part hereof.

Bidder acknowledges receipt of all of the pages of the documents referenced in the Invitation to Bid Checklist presented in connection with this procurement. Bidder understands that Hidalgo County reserves the right to reject any or all bids and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best bid.

Bidder agrees that this bid shall be good and may not be withdrawn for a period of ninety (90) calendar days after the scheduled closing time for receiving bids, as contained in the Specifications.

Respectfully submitted,

Bidder: _____

Address: _____

By: _____

Printed Name: _____

Title: _____

EXHIBIT "A"

Specifications/Requirements

Hidalgo County

"Dead Body Pickup and Transport Services"

RFB No. 2015-281-10-07-SMA

SCOPE OF SERVICES:

Pursuant to Chapter 49 of the Code of Criminal Procedures and Chapter 691 of the Health and Safety Code, Hidalgo County requires the transportation of dead human bodies from various locations within the County to the Hidalgo County Morgue Facility at which autopsies and other necessary services are performed. **The services are on an "As Needed Basis".**

SPECIFICATIONS:

1) Transportation vehicle(s) used must be fully enclosed (i.e., hearse or van suitable for the transport of dead human bodies) in accordance with applicable laws and regulations. Open bed pick-up trucks are **not acceptable**. All drivers must possess a current valid Texas driver's license and be properly covered under bidder's insurance.

2) A listing of all drivers will be required to be submitted upon award of contract. Drivers will also be required to read and write the English language. Background Check on all personnel to include driving history utilizing the Texas Department of State Health Service criteria for criminal background checks on EMT/Paramedic personnel require fingerprints through the Fingerprint Applicant Service of Texas (FAST) for Texas/FBI criminal history check. If a driver is found to have a criminal history, an evaluation and determination will be made as to whether or not the County will allow the individual to participate.

3) Transportation of decedent from place of death to the Hidalgo County morgue facility. This includes bodies for autopsy, toxicology only, inquest only and holds only cases. All are to be transported directly to the morgue facility with all paper work.

4) From 6:00 PM to 8:00 AM M-F, on weekends and government holidays, the transport service will log the decedent into the facility, place the decedent in cooler and fax the investigative information sheet, other paperwork and the Justice of the Peace order for autopsy to the contracted forensic pathology service. An investigative information sheet will be filled out by the investigating officer at the scene and transported with the body to the morgue facility.

5) Vendor must furnish all equipment and materials required for transporting dead human bodies, i.e., body bag, plastic rip lock seal for bag, gurney, flat white sheet, body identification tag or bracelet and any other materials required in transporting of a body by the vendor. Vendor must provide a listing of available funeral homes in the area to any family member (if available) of decedent.

6) The successful vendor will be on call twenty-four (24) hours daily, seven (7) days a week, three hundred sixty- five (365) days a year, and will be available to respond within thirty (30) minutes of telephone notification. Decedents are to be directly transported to the morgue facility.

7) The vendor shall provide telephone and pager service and numbers to the appropriate County officials. Any change in telephone numbers, Vendor should immediately notify **the following departments; District Attorney's Office, Purchasing Department, All Law Enforcement Agencies, Hospitals, County Morgue Facility and Contract Forensic Pathologist.**

8) Vendor must provide and maintain a Surety Bond in the amount of $10,000, which will remain in effect for the duration of the contract period. Proof of the Surety bond must be provided to the County Purchasing Agent within ten (10) days of contract award. Failure to provide said bond will result in cancellation of the bid award.

9) Vendor cannot in any manner whatsoever have contact with or offer any information related to the procedures ordered by the appropriate County officials with any of the decedent's family, friends, acquaintances. All communications for services requested of the Vendor will be through the appropriate County official to ensure compliance with Title I of the Health Insurance Portability and Accountability Act of 1996; HIPAA Standards for Privacy of Individually Identifiable Health Information (the Privacy Rule).

10) Vendor must also provide the list of vehicles to be used in the transportation of bodies. Proof of ownership must be provided in the form of a notarized title. (Notarized copy is acceptable).

11) The awarded vendor will be required to be prepared if a "***Mass Casualty***" incident occurs. Vendor must immediately contact Hidalgo County Emergency Management **at 956-289-6549, upon a mass casualty incident. Vendor is required to have appropriate personnel and vehicles to respond to mass casualty events and/or occurrences.**

TERMS AND CONDITIONS:

1) Term of this Contract is for a period of two (2) years with the County's option to extend for an additional one (1) period under the same rates, terms of condition.

2) Hidalgo County reserves the right to extend this bid for an additional sixty (60) day Grace Period due to unforeseen delays in the procurement process and in order to avoid any lapse in service.

3) Hidalgo County reserves the right to hold bids for a period of ninety (90) days without taking any action.

4) Hidalgo County has the right to terminate this contract upon giving sixty (60) days written notice of cancellation.

5) Contractor must comply with all applicable insurance requirements as detailed in Exhibit "C" contained herein.

ADDITIONAL INFORMATION:

1) All costs and expenses associated with the preparation and submission of all (bids, proposals, statements of qualifications (RFQ) and quotes) shall be the responsibility of the vendor and no reimbursements for such charges or expenses shall be passed on to Hidalgo County.

2) Hidalgo County is requesting that any and all questions, inquires and clarifications regarding bids, proposals or statements of qualifications be addressed to Martha L. Salazar, CPPB, Purchasing Agent, Attn: Sandra Montalvo, 2812 South Business Hwy. 281, Edinburg, Tx 78539. TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.

3) ALL WRITTEN INQUIRIES WILL BE ACCEPTED VIA e-mail to sandra.montalvo@co.hidalgo.tx.us by no later than **Wednesday, September 23, 2015 5:00 p.m.**, Responses to said inquiries will be sent to all applicants via facsimile **and or email** no later than **5:00 p.m., Friday, September 25, 2015.**

EXHIBIT-"B"

BID PAGE

Hidalgo County

"Dead Body Pickup and Transport Services"

RFB №: 2015-281-10-07-SMA

NIGP COMMODITY CODE: 962-70 Removal and Pickup of Dead Bodies

Vendor must furnish all equipment and materials required for transporting dead human bodies, i.e., body bag, plastic rip lock seal for bag, gurney, flat white sheet, body identification tag or bracelet and any other materials required in transporting of a body by the vendor.

DESCRIPTION	PRICE
Cost for transporting body from location within Hidalgo County to the Hidalgo County Morgue Facility	$_____per body

LIST VEHICLES TO BE USED FOR TRANSPORT:

(include notarized title or notarized copy is acceptable)

VEHICLES	YEAR	MAKE	MODEL	VIN NO. #

EXHIBIT-"B"

BID PAGE

Hidalgo County

"Dead Body Pickup and Transport Services"

RFB №: 2015-281-10-07-SMA

NIGP COMMODITY CODE: 962-70 Removal and Pickup of Dead Bodies

BIDDER'S INFORMATION:

I/We the undersigned hereby certify that I/We am/are a duly authorized official of the company and have the authority to sign on behalf of the company and assure that all statements made in the bid are true. I/We agree to furnish and deliver the specified items/services at the prices stated herein, and have read, understand, and agree to the terms and conditions contained herein and on all of the attachments.

BIDDER/COMPANY NAME: _____

ADDRESS: _____

CITY/STATE/ZIP CODE: _____

PHONE & FAX NO'S: _____

CELLULAR NO: _____

E-MAIL ADDRESS: _____

AUTHORIZED SIGNATURE: _____

PRINTED NAME: _____

TITLE _____

EXHIBIT "C"

Insurance Requirements

The Bidder awarded the contract shall furnish proof of insurance, which will also include any subcontractor that is subcontracted by the bidder in at least the following limits, to be in place prior to providing any services under this Contract and to continue at all times in force in effect during the term of this Contract:

1. A Five Hundred Thousand Dollar ($500,000.00) Comprehensive General Liability insurance policy providing additional coverage to all underlying liabilities of County.

2. Automobile liability insurance policy with limits of at least Three Hundred Thousand Dollars ($300,000.00) per person and Five Hundred Thousand Dollars ($500,000.00) per occurrence. Coverage should include injury to or death of persons and property damage claims with limits up to Five Hundred Thousand ($500,000.00) arising out of the services provided to County hereunder.

3. Uninsured/Underinsured motorist coverage in an amount equal to the bodily injury limits set forth immediately above;

4. Workers compensation insurance in amounts established by Texas law, unless the Bidder is specifically exempted from the Texas Workers Compensation Act, Texas Labor Code Chapter 401, et. seq.

Hidalgo County will only accept certificates of insurance on an Acord form (as attached hereto).

Certificates of insurance shall name Hidalgo County as additional insured and must be submitted to County for approval prior to any services being performed by Contractor. Each policy of insurance required hereunder shall extend for a period equivalent to, or longer than the term of the Contract, and any insurer hereunder shall be required to give at least thirty (30) days written notice to the County prior to the cancellation of any such coverage on the termination date, or otherwise. This Contract shall be automatically suspended upon the cancellation, or other termination, of any required policy of insurance hereunder, and such suspension shall continue until evidence adequate replacement coverage is provided to County. If replacement coverage is not provided within thirty (30) days following suspension of the Contract, this Contract shall automatically terminate.

Revised 10/01/08

ACORD	CERTIFICATE OF INSURANCE	DATE (MM/DD/YY)

PRODUCER	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.
	INSURERS AFFORDING COVERAGE
INSURED	INSURER A:
	INSURER B:
	INSURER C:
	INSURER D:
	INSURER E:

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THER TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A	**GENERAL LIABILITY** ☐ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS MADE ☐ OCCUR ☐ OWNER'S & CONT. PROT ☐ OWNER'S PROTECTIVE LIABILITY GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PROJECT ☐ LOC				EACH OCCURRENCE	$
					FIRE DAMAGE (Any one fire)	$
					MED (Any one person)	$
					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					

SAMPLE

DESCRIPTION OF OPERATIONS / LOCATION / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

County of Hidalgo shall be named as additional insured on all Commercial General Liability policies.

CERTIFICATE HOLDER	ADDITIONAL INSURED; INSURER LETTER: ____ CANCELLATION
Hidalgo County **Attn: Purchasing Department** **2812 S Highway Bus. 281** **Edinburg, Texas 78539**	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BY CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL ***30*** DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE

Insurance Requirement Acknowledgment

I, _____, authorized representative for_____
Company/Vendor

hereby acknowledge receipt of the County's required insurance limits. Said requirements:

☐ will be acquired within 10 working days after notification from Purchasing Department of bid awarded by the Hidalgo County Commissioners' Court;

☐ will acquire additional amounts required to meet the County's requirements within 10 working days after notification from Purchasing Department of bid award by the Hidalgo County Commissioners Court; currently carry the following:

Automobile Liability: $_____ General Liability: $_____

☐ have already been met, see attached copy of insurance certificate.

_____ _____
Authorized Representative Date

NOTICE TO BIDDER:
A certificate of insurance for the required insurance limits shall be provided to the Purchasing Department's Contract Managers in order to qualify for award of bid and to execute a contract between your Company and the County

Failure to provide Certificates of Insurance to the Purchasing Department's Contract Managers will cause the bid award to be rescinded and re-awarded to next lowest bidder. Certificates of Insurance will be monitored and verified on a **quarterly basis** to ensure coverage policy is in place. It is the Company's obligation to maintain the appropriate insurance coverage throughout the term of the contract.

THIS FORM MUST ACCOMPANY BID PACKET

PROJECT REQUIREMENTS ACKNOWLEDGMENT

This is to certify that I, _____, possess all of the APPLICABLE:

1. Licenses: _____
2. Bonds: _____
3. Certificates: _____
4. Permits: _____
5. Other: _____

necessary to carry out the required project. Furthermore, I am providing copies of the required documentation so that, if my company is awarded this bid, I may be eligible to enter into a contract with Hidalgo County and proceed to complete the project in a timely manner.

* Any licenses, bonds, certificates, permits, etc. which are required must be presented as part of the bid packet in order to expedite the bid evaluation process. Failure to provide said documentation will result in the disqualification of your bid.

_____ _____

Authorized Signature Date

_____

Company

_____

Address

_____

City, State, Zip

EXHIBIT "D"

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor or other person doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session.

OFFICE USE ONLY

Date Received

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.:**

(THIS PAGE MUST BE SUBMITTED WITH BID)

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:

(THIS PAGE MUST BE SUBMITTED WITH BID)

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.

THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

SERVICE CONTRACT
C-15-281-00-00

THIS CONTRACT is made and entered into this ____ Day of ____, **2015** by and between the **COUNTY OF HIDALGO, TEXAS** ("County"), _____ and ("Company").

WHEREAS, Company responded to advertised notices for bids for **"Dead Body Pickup and Transport Services"**, as more particularly described in Exhibit "A" (the "Services"); and

WHEREAS, Company submitted a bid to provide services in accordance with the specifications as bid, a copy of such specifications and bid being attached hereto as Exhibits "A" and "B" ("Vendor's Bid") respectively, and incorporated herein for all purposes (as the "RFB Packet"); and

WHEREAS, in recognition of and in consideration of Company's agreement to perform the Services in accordance with Specifications, the Commissioners Court of County awarded the bid to Company.

NOW, THEREFORE, in mutual consideration of the foregoing and the further consideration of the following, the parties hereto agree as follows:

1. County and Company hereby agree that this Contract is entered into in order to provide the Services to locations at **Hidalgo County**. This Contract does not extend to any third parties any duties or benefits conferred in any manner hereunder or otherwise.

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2. Company hereby promises and agrees to render and provide, during the term of this Contract, and shall be obligated to render and provide the Services in accordance with the Specifications within **Hidalgo County** following a request for Services by the **Commissioners' Court** or their designated agent. Company agrees in performing the Services that it will use proper professional standards, comply with any and all appropriate laws and regulations in providing the Services, and devote such time as is necessary to safely and efficiently provide the Services.

3. This Contract shall be for a period of two years effective _____, **2015** and ending on _____, **2017.** Hidalgo County at its sole discretion elect the option to extend the contract for one (1) additional year at the same rates, terms and conditions and may further extend for an additional sixty (60) days grace period at the end of the contract term due to any unforeseen delay in the procurement process and the County shall have the sole option to extend the Contract on a month to month basis under the same fees, rates, terms and conditions, unless this Contract is terminated pursuant to the provisions herein, whichever occurs first.

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

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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. **INDEMNIFICATION: 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**

DRAFT

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 St., 2nd Floor
Edinburg, Texas 78539

If to Company: _____
_____
_____

13. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

14. Any contract award to a successful bidder will be in effect until (a) the contract expires, (b) delivery and acceptance of products, and/or performance of

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services ordered, or (c) terminated without cause by County with sixty (60) day's written notice prior to cancellation.

15. The contract may be terminated without cause upon sixty (60) days written notice by County.

16. 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.

17. 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.

18. **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 Buyer pursuant to the provisions of Tex. Loc. Govt. Code Ann. 271.903 (Vernon Supp. 1996).

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 stated 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.

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WITNESS our hands in duplicate originals this_____ day of_____, 2015.

COUNTY OF HIDALGO

ATTEST:

By:_____
Ramon Garcia, County Judge

_____
Arturo Guajardo Jr., County Clerk

COMPANY:_____

By:_____

Printed Name:_____

Title:_____

APPROVED AS TO FORM:
Hidalgo County Criminal District Attorney

By:_____
Josephine Ramirez Solis
Assistant District Attorney

APPROVED BY COMMISSIONES COURT:_____

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EXHIBIT "A"
REQUEST FOR BIDS (RFB)
PROCURMENT PACKET

DRAFT

EXHIBIT "B"
VENDOR'S BID

DRAFT

EXHIBIT "C"
INSURANCE REQUIREMENTS
INCLUDING BOND

DRAFT

EXHIBIT "B"
VENDOR'S BID

EXHIBIT-"B"

BID PAGE

Hidalgo County

"Dead Body Pickup and Transport Services"

RFB №: 2015-281-10-07-SMA

NIGP COMMODITY CODE: 962-70 Removal and Pickup of Dead Bodies

Vendor must furnish all equipment and materials required for transporting dead human bodies, i.e., body bag, plastic rip lock seal for bag, gurney, flat white sheet, body identification tag or bracelet and any other materials required in transporting of a body by the vendor.

DESCRIPTION	PRICE
Cost for transporting body from location within Hidalgo County to the Hidalgo County Morgue Facility	$ 75.00 per body

LIST VEHICLES TO BE USED FOR TRANSPORT:

(include notarized title or notarized copy is acceptable)

VEHICLES	YEAR	MAKE	MODEL	VIN NO. #
	2000	Chevy Truck	Suburban	3GNFK16T5YG1$1433
	2002	Chevy	Venture	1GNDX$3E12D2$42$2

OPENED 9:38am 10-7-15

Witnessed

EXHIBIT "C"
INSURANCE REQUIREMENTS
INCLUDING BOND

CERTIFICATE OF LIABILITY INSURANCE

12/10/2014

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME:	
SHEPARD, WALTON, KING INS GRP; 121 W PECAN BLVD	PHONE (A/C, No, Ext):	FAX (A/C, No):
	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	NAIC #
McALLEN TX 78501-955	INSURER A : HALLMARK SPECIALTY INSURANCE COMPANY	26808
INSURED	INSURER B :	
CATALINA LOPEZ ELITE TRANSPORTATION 7608 N 21ST	INSURER C :	
	INSURER D :	
	INSURER E :	
McAllen TX 78504	INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY [X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [ ] PRO-JECT [ ] LOC	Y		TXG324336-02	11/14/2014	11/14/2015	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 100,000 $ 5000 $ 1,000,000 $ 2,000,000 $ Not Applicable
	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? (Mandatory in NH) Y/N [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)

ON THE COMMERCIAL GENERAL LIABILITY POLICY ADDITIONAL INSURED APPLIES PER FORM HS 33 95 05 12, SEE ATTACHED FORM

CERTIFICATE HOLDER

HIDLAGO COUNTY
PURCHASING DEPARTMENT
2812 S BUS HWY 281
Edinburg TX 78539

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Michael A. Rojas

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CERTIFICATE OF LIABILITY INSURANCE

12/10/2014 10:00 AM

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: Specialty Insurance Managers, Inc.	
SHEPARD, WALTON, KING INS. GRP 121 W PECAN BLVD. MCALLEN, TX 78501	PHONE (A/C, No, Ext): 5122638999	FAC (A/C, No):
	E-MAIL ADDRESS:	

INSURED	INSURER(S) AFFORDING COVERAGE	NAIC #
CATALINA LOPEZ DBA: ELITE TRANSPORTATION 7608 N 21ST ST MCALLEN, TX 78504	INSURER A: NATIONAL LIABILITY & FIRE INSURANCE	20052
	INSURER B: COMPANY	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** 104,015 **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	
	GENERAL LIABILITY						EACH OCCURRENCE	$
	☐ COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
	☐ CLAIMS-MADE ☐ OCCUR						MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
							GENERAL AGGREGATE	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS – COMP/OP AGG	$
	☐ POLICY ☐ PRO-JECT ☐ LOC							$
A	AUTOMOBILE AUTHORITY						COMBINED SINGLE LIMIT (Ea accident)	$ 500,000
	☐ ANY AUTO						BODILY INJURY (Per Person)	$ N/A
	☐ ALL OWNED AUTOS ☒ SCHEDULED AUTOS	Y	Y	73APS052699	11/14/2014 12:01 AM	11/14/2015 12:01 AM	BODILY INJURY (Per accident)	$ N/A
	☐ HIRED AUTOS ☐ NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	$ N/A
	☐ UMBRELLA LIAB ☐ OCCUR						EACH OCCURRENCE	$
	☐ EXCESS LAB ☐ CLAIMS-MADE						AGGREGATE	$
	☐ DED ☐ RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						☐ WC STATU-TORY LIMITS ☐ OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N ☐	N/A					E. L. EACH ACCIDENT	$
	(Mandatory in NH)						E. L. DISEASE – EA EMPLOYEE	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E. L. DISEASE – POLICY LIMIT	$
	☐							$
								$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Certificate Holder is named as Additional Insured on this policy.
Certificate Holder is named as Waiver of Subrogation on this policy.

Year, Make, Model, VIN	Collision	Comp or Spec. Caus.	Stated Amount	Phys. Dam. Deductible	In-Tow Limit	Cargo Limit
2000 CHEVROLET SUBURBAN 3GNFK16T5YG101433	N/A		N/A	N/A	N/A	N/A
2002 CHEVROLET VENTURE 1GNDX03E12D204202	N/A		N/A	N/A	N/A	N/A

CERTIFICATE HOLDER

HIDALGO CO., PURCHASING DEPARTMENT
2812 S. BUSINESS HWY 281
EDINBURG, TX 78539

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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CERTIFICATE OF LIABILITY INSURANCE

12/10/2014

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IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Shepard Walton King Ins. Group 121 W. Pecan McAllen, TX 78501 SHEPARD WALTON KING INS. GROUP	CONTACT NAME: Cynthia Cabaza, CIC PHONE (A/C, No, Ext): 956-682-2841 FAX (A/C, No): 956-630-4015 E-MAIL ADDRESS:
INSURED Elite Transportation Catalina Lopez dba 7608 N 21st McAllen, TX 78504	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A : Texas Mutual Insurance Co. — 22945 INSURER B : INSURER C : INSURER D : INSURER E : INSURER F :

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$
	☐ CLAIMS-MADE ☐ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$
	☐ POLICY ☐ PRO-JECT ☐ LOC						PRODUCTS - COMP/OP AGG	$
	OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	☐ ANY AUTO						BODILY INJURY (Per person)	$
	☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	☐ HIRED AUTOS ☐ NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	$
								$
	☐ UMBRELLA LIAB ☐ OCCUR						EACH OCCURRENCE	$
	☐ EXCESS LIAB ☐ CLAIMS-MADE						AGGREGATE	$
	☐ DED ☐ RETENTION $							$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ N/A (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			SBP0001244681	11/20/2014	11/20/2015	☐ PER STATUTE ☐ OTH-ER	
							E.L. EACH ACCIDENT	$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

HIDCOED

Hidalgo County
Purchasing Department
2812 So. Bus Hwy 281
Edinburg, TX 78539

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Paul Cabaza III

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

TEXAS ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name of Person or Organization:

HIDALGO COUNTY
PURCHASING DEPARTMENT
2812 S BUS HWY 281
EDINBURG, TX 78539

A. **Section II – Who Is An Insured** is amended to include as an insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

In the performance of your ongoing operations for the additional insured(s) at any location.

However, if you have entered into a construction contract subject to Subchapter C of Chapter 151 of Subtitle C of Title 2 of the Texas Insurance Code with the additional insured shown in the Schedule, the insurance afforded to such person(s) or organization(s) only applies to the extent permitted by Subchapter C of Chapter 151 of Subtitle C of Title 2 of the Texas Insurance Code.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the site of the covered operations has been completed; or
2. That portion of "your work" or "your product" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

ALL PREMIUMS FOR THIS ENDORSEMENT ARE FULLY EARNED.

Zimbra **evangelina.garcia@co.hidalgo.tx.us**

Legal Review

From : Victor M. Garza <victor.garza@da.co.hidalgo.tx.us> Fri, Oct 09, 2015 12:00 PM
Subject : Legal Review
To : 'Evangelina Garcia' <evangelina.garcia@co.hidalgo.tx.us>
Cc : 'Martha Salazar' <martha.salazar@co.hidalgo.tx.us>, sandra montalvo <sandra.montalvo@co.hidalgo.tx.us>
Reply To : victor garza <victor.garza@da.co.hidalgo.tx.us>

Ms. Garcia,

Our office has reviewed the "Deadbody Pickup and Transportation Services" contract, and approve as to the form of the contract.

Please let our office know if you have any other questions or concerns.

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) 292-7609 EXT. 8185
(956) 318-2079 FAX
victor.garza@da.co.hidalgo.tx.us

****
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****

AI-51827 **Purchasing Department** **23. A. 5.**

CC - REGULAR

Meeting Date: 10/27/2015

Submitted For: Marty Salazar, PURCHASING DEPT.

Submitted By: Marty Salazar, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

Acceptance and approval of the Notice to Proceed document, pursuant to the current broker services contract between Hidalgo County and CBRE, Inc.

BACKGROUND

Fiscal Impact

FISCAL YEAR: **ACCT. #:**

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

BUDGETARY IMPACT:

Form being presented for approval. No fiscal impact at this time

Attachments

Mr. Crains-Review-Approval notice

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	10/23/2015 03:25 PM
Budget & Management	Veronica Ortiz	10/23/2015 03:37 PM
Glinda Pacheco	Glinda Pacheco	10/23/2015 04:31 PM
Auditor's Office	Monica Badillo	10/23/2015 07:16 PM
Form Started By: Marty Salazar		Started On: 10/14/2015 03:44 PM
Final Approval Date: 10/23/2015		

Zimbra **yolanda.velasquez@co.hidalgo.tx.us**

Fwd: CBRE-update

From : Martha Salazar <martha.salazar@co.hidalgo.tx.us> Thu, Oct 15, 2015 09:11 AM

Subject : Fwd: CBRE-update

To : Erika Reyna <erika.reyna@co.hidalgo.tx.us>

Cc : valde guerra <valde.guerra@co.hidalgo.tx.us>, Sergio Cruz <sergio.cruz@co.hidalgo.tx.us>, Darlene H. Betancourt <darlene.betancourt@co.hidalgo.tx.us>, Yolanda Velasquez <yolanda.velasquez@co.hidalgo.tx.us>, Agueda Garcia <agueda.garcia@co.hidalgo.tx.us>

Ms. Erika:
Please provide CBRE this document for review and completion.
I would recommend a deadline for return. We need it back o
as to place
on CC agenda meeting of 10-27-15. In addition, we would
need to know whether this will be required for each
property.
Thanks,
Marty

----- Forwarded Message -----
From: "Steve Crain" <scrain@atlashall.com>
To: "Martha Salazar" <martha.salazar@co.hidalgo.tx.us>
Sent: Thursday, October 15, 2015 7:41:04 AM
Subject: RE: CBRE-update

It is OK. ✔

-----Original Message-----
From: Martha Salazar
[mailto:martha.salazar@co.hidalgo.tx.us]

Sent: Wednesday, October 14, 2015 5:09 PM
To: Steve Crain
Cc: Erika Reyna; valde guerra; Sergio Cruz; Darlene H. Betancourt
Subject: Fwd: CBRE-update

Mr. Crain:
Please review and comment as to form.
Thanks,
Marty S.

----- Forwarded Message -----
From: "Yolanda Velasquez" <yolanda.velasquez@co.hidalgo.tx.us>
To: "Martha Salazar" <martha.salazar@co.hidalgo.tx.us>
Sent: Wednesday, October 14, 2015 4:56:16 PM
Subject: Re: CBRE-update

Mrs. Marty,

Draft Notice to Proceed attached.

Thanks

Yolanda Velasquez, Buyer III
Hidalgo County Purchasing Dept.
Tel: (956) 318-2626 ext. 4881
yolanda.velasquez@co.hidalgo.tx.us

----- Original Message -----
From: "Martha Salazar" <martha.salazar@co.hidalgo.tx.us>
To: "Steve Crain" <scrain@atlashall.com>, "monica badillo" <monica.badillo@co.hidalgo.tx.us>
Cc: "Yolanda Velasquez" <yolanda.velasquez@co.hidalgo.tx.us>, "Darlene H. Betancourt" <darlene.betancourt@co.hidalgo.tx.us>, "valde guerra" <valde.guerra@co.hidalgo.tx.us>, "Sergio Cruz" <sergio.cruz@co.hidalgo.tx.us>, "Erika Reyna" <erika.reyna@co.hidalgo.tx.us>
Sent: Wednesday, October 14, 2015 4:23:22 PM
Subject: Re: CBRE-update

To All:

The draft is incomplete. We will be providing Mr. Crain a corrected and modified document for his review. Thereafter, we need to provide to CBRE for their completion of the information on the property. Upon it's return and final review by Mr. Crain, we will place on HCCC for action.
Thanks,
Marty S.

----- Original Message -----
From: "Martha Salazar" <martha.salazar@co.hidalgo.tx.us>
To: "Steve Crain" <scrain@atlashall.com>, "monica badillo" <monica.badillo@co.hidalgo.tx.us>
Cc: "Yolanda Velasquez" <yolanda.velasquez@co.hidalgo.tx.us>, "Erika Zamora" <erika.zamora@co.hidalgo.tx.us>, "Darlene H. Betancourt" <darlene.betancourt@co.hidalgo.tx.us>, "valde guerra" <valde.guerra@co.hidalgo.tx.us>, "Sergio Cruz" <sergio.cruz@co.hidalgo.tx.us>
Sent: Wednesday, October 14, 2015 3:43:10 PM
Subject: Fwd: CBRE

Mr. Crain:
Here is the modified document you requested. I will be creating an Agenda Item for 10-20-15 so as to get accepted and approved for either CC or Exec. Officer to sign. This will permit the listing of the property.
Thanks,
Marty S.

----- Forwarded Message -----
From: "Yolanda Velasquez" <yolanda.velasquez@co.hidalgo.tx.us>
To: "martha salazar" <martha.salazar@co.hidalgo.tx.us>
Sent: Wednesday, October 14, 2015 3:00:22 PM
Subject: Fwd: CBRE

Mrs. Marty,

Attach please find "Notice to Proceed" in word format.

Yolanda Velasquez, Buyer III
Hidalgo County Purchasing Dept.
Tel: (956) 318-2626 ext. 4881

yolanda.velasquez@co.hidalgo.tx.us

----- Forwarded Message -----
From: "Yolanda Velasquez"
<yolanda.velasquez@co.hidalgo.tx.us>
To: "Darlene H. Betancourt"
<darlene.betancourt@co.hidalgo.tx.us>
Sent: Tuesday, October 13, 2015 11:34:33 AM
Subject: Re: CBRE

Darlene,

As requested, the "Notice To Proceed" has been drafted in Word Format (DRAFT)

Yolanda Velasquez, Buyer III
Hidalgo County Purchasing Dept.
Tel: (956) 318-2626 ext. 4881
yolanda.velasquez@co.hidalgo.tx.us

----- Original Message -----
From: "Darlene H. Betancourt"
<darlene.betancourt@co.hidalgo.tx.us>
To: "Yolanda Velasquez" <yolanda.velasquez@co.hidalgo.tx.us>
Sent: Friday, October 9, 2015 1:43:53 PM
Subject: Fwd: CBRE

Yoli,

Need your assistance in creating the attached document in word with the changes as requested by Mr. Crain, thereafter, provide to Ms. Marty and I, as Commissioners' Court action may be required, which will call for this document as backup

Thanks

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

----- Original Message -----

From: "Martha Salazar" <martha.salazar@co.hidalgo.tx.us>
To: "Darlene H. Betancourt"
<darlene.betancourt@co.hidalgo.tx.us>
Cc: "Agueda Garcia" <agueda.garcia@co.hidalgo.tx.us>, "Juan
Alvarado" <juan.alvarado@co.hidalgo.tx.us>
Sent: Friday, October 9, 2015 1:36:05 PM
Subject: Fwd: CBRE

Assign to someone to draft, please.
Thanks,
Marty

----- Original Message -----

From: "Stephen L. Crain" <scrain@atlashall.com>
To: "Martha Salazar" <martha.salazar@co.hidalgo.tx.us>
Sent: Friday, October 9, 2015 1:15:04 PM
Subject: FW: CBRE

Hi Marty:

See the attached with changes.

From: Martha Salazar
[mailto:martha.salazar@co.hidalgo.tx.us]
Sent: Friday, October 09, 2015 11:47 AM
To: Steve Crain

Cc: Erika Reyna; Valde Guerra; Sergio Cruz; Darlene H. Betancourt; monica badillo; Agueda Garcia; Juan Alvarado
Subject: Fwd: CBRE

Mr. Crain:
See response from CBRE and comment.

Thanks,

Marty S.

----- Original Message -----

From: "Peter Jansen @ Austin" < Peter.Jansen@cbre.com >
To: "Erika Reyna" < erika.reyna@co.hidalgo.tx.us >
Cc: "martha salazar" < martha.salazar@co.hidalgo.tx.us >
Sent: Friday, October 9, 2015 11:34:02 AM
Subject: RE: CBRE

Hi Erika,

Yes, the contract is sufficient for general scope and our agreement, but the Texas Real Estate Commission has very

specific requirements once things become property specific. The Task Order is in effect a listing agreement, which by law has to include a property description, a duration, and the disclosures. The original contract only speaks to “potential sale” of properties, but now that we know the actual property, we feel that to be compliant with TREC, there should be a Task Order. If you have an alternative option, we’d be more than happy to consider it – the Task Order format is how we’ve tackled this issue before with Dallas County and other similar clients.

Best,

Peter

Peter Jansen
CBRE Public Institutions & Education Solutions | Regional Manager – TX, OK, LA, and KS

100 Congress Ave., Suite 500, Austin, TX 78701

T 512.499.4902 | C 301 252 5021 | peter.jansen@cbre.com

www.cbre.com/PublicInstitutions

From: Erika Reyna [mailto:erika.reyna@co.hidalgo.tx.us]
Sent: Friday, October 09, 2015 10:19 AM
To: Jansen, Peter @ Austin
Cc: martha salazar
Subject: Re: CBRE

Good morning Peter,

Thank you, yes, Ms. Salazar and I had a call today with our legal counsel and we are a bit confused on the Task Order Form. Our legal counsel has reviewed our contract and they feel that the contract should be sufficient to move forward with the next steps without needing additional documentation since the contract does not reference any Task Orders. Normally, documents like these would have to go before Commissioners Court for approval but we only place them on the Agenda if the existing contract references them. Can you help us understand the Task Order Form request? Thanks!

Have a nice day,

Erika Reyna-Velazquez
Director of Special Projects

Hidalgo County Judge's Office
100 E Cano St, Ste 201
Edinburg, TX 78539

Tel: 956.318.2600
Email: erika.reyna@co.hidalgo.tx.us

From: "Peter Jansen @ Austin" < Peter.Jansen@cbre.com >
To: "Erika Reyna (erika.reyna@co.hidalgo.tx.us)" < erika.reyna@co.hidalgo.tx.us >, "martha salazar" < martha.salazar@co.hidalgo.tx.us >
Sent: Friday, October 9, 2015 10:08:05 AM
Subject: FW: CBRE

Marty and Erika,

Happy to connect with you today to discuss – Mr. Senese asked me to reach out as he is out of the office today I believe. We are ready to get started as soon as given the go-ahead on a property and execution of the task order!

Peter

Peter Jansen
CBRE Public Institutions & Education Solutions | Regional Manager – TX, OK, LA, and KS

100 Congress Ave., Suite 500, Austin, TX 78701

T 512.499.4902 | C 301 252 5021 | peter.jansen@cbre.com

www.cbre.com/PublicInstitutions

From: Martha Salazar
[mailto:martha.salazar@co.hidalgo.tx.us]
Sent: Friday, October 09, 2015 9:27 AM
To: Erika Zamora; Valde Guerra
Cc: Darlene H. Betancourt; Senese, Scott @ Austin; Sergio Cruz; Agueda Garcia; Juan Alvarado
Subject: CBRE

To All:
After a conference call held minutes ago [between Hon.S. Crain & Ms. Erilka-County Judge Office and myself] I will summarize the content:

1. CBRE has an existing, current agreement with HC to market and sell properties authorized for disposition [sale] by CC;

2. CBRE contract give them the authority to market and sell those designated properties for a fee detailed within the agreement;

3. Upon receipt of a bona fide offer that CBRE presents to HCCC in a form of an Ernest Money Contract [to be reviewed by HC legal counsel], an item would be

placed on the agenda for acceptance and approval of the Earnest Money Contract.

4. If the offer came about through CBRE using a multiple listing service, then the provisions of TLGC 263.008 would need to be applied as far as fees are concerned.

Hope this explains the confusion. Ms. Erika will be communicating with CBRE. The confusion may be within CBRE as to how to proceed. I ask Ms. Erika to

keep us informed if any other issues come up HC is in the second year of this contract with CBRE and I anxious to see some progress is disposing of these

approved properties;.

Yours truly,

Marty S.

06HIDALGO COUNTY
REAL ESTATE BROKER SERVICES
NOTICE TO PROCEED
RFP № 2014-132
C-14-132-07-08

Date: _____

ASSET DISPOSITION- **207 E. Loeb St., Edinburg, TX**
& 219 E. Loeb St., Edinburg, TX

DESCRIPTION OF WORK TO BE PERFORMED:
Broker to provide disposition and consulting services, as enumerated in the **CBRE** proposal to Hidalgo County, dated **October 27, 2015,** with respect to the real property with a physical address stated on "Attachment A" (attached hereto) and as further enumerated in the following pages.

GENERAL PROVISIONS: Terms and conditions of the contract between Hidalgo County and **CBRE, Inc.** approved by Commissioners' Court of Hidalgo County on **July 08, 2014,** remain in effect.

With the issuance of this **Notice to Proceed** Broker certifies that there has been no material change in the qualifications of the broker and Broker remains as fully qualified to perform the services as the date on which the County considered the response of Broker to the Request for Proposals.

This **Notice to Proceed** incorporates, by reference, **CBRE** proposal to Hidalgo County dated, **October 27, 2015** Proposal for Real Estate Broker Services,

This **Notice to Proceed** as authorized by Hidalgo County Commissioners Court or County administrator, and executed on behalf of Hidalgo County by Valde Guerra, CC Executive Officer shall serve as Notice to Proceed.

Valde Guerra, CC Executive Officer Hidalgo County	Scott Sense, Managing Director CBRE, Inc

APPENDIX A – SCOPE OF SERVICES SPECIFIC TO ASSET

Understanding of Project

Hidalgo County wishes to dispose of a surplus assets located at 207 and 219 E. Loeb Street (inclusive), Edinburg, Texas including the land and improvements, for the maximum price possible to a private sector party, thus capturing an immediate revenue opportunity and placing the asset back on the tax rolls for ongoing revenue. The County is engaging CBRE to provide guidance on the disposition process and represents the County in the marketplace. CBRE believes the potential users of the site include retail or office.

Listing Price: $ 180,000.00(Fair Market Value Appraised) (dollars only) 207 & 219 E. Loeb, Street, Edinburg, Texas

Listing Expiration: 06 / 30 /2016

CBRE Scope of Services

CBRE will deploy senior local market specialists and our Public institutions team to generate offers for the asset and will generally assist Hidalgo County throughout the disposition process. We propose the following process in order to maximize market participation, subject to statutory and policy constrains.

Month 1 – Pre-Market Engagement – Prepare marketing materials and Asset Due Diligence

CBRE will prepare marketing materials, including locating a sign on the property, the development of an email flyer and website, and other offering data that may be required. CBRE will review any existing due diligence material such as offers received, surveys, old appraisals, environmental reports, etc.

CBRE will prepare a select list of potential buyers based on our database of brokers, developers, and investors, and our knowledge of activity in the market.

Month 2 –Market Engagement

CBRE will engage the market initially with phone calls and distributing the marketing materials electronically, CBRE will represent the County in a “call for offers”, bringing speed and certainty to the transaction. Currently, we believe that the “call for offers” should be a six-week window and we recommend a final due date at the end of_____.

CBRE will schedule and conduct tours of the property on an as-needed basis. To the extent that Hidalgo County has received letters of interest or offers on the property. CBRE will engage the interested party and notify them of the County’s intent to sell and CBRE’s engagement to assist the County in this endeavor. We will inform them of the County process and advise them as to how to make an offer for the property.

At the end of the month, CBRE will provide the County team with a summary report on market activity and feedback.

Month 3– 6: Ongoing Representation and Closing

CBRE will advise the County on any necessary strategy changes in positioning the asset for sale if initial market feedback is sub-optimal.

CBRE will forward all offers, whether in the form of a Letter of Intent or TREC forms, to Hidalgo County upon receipt and advise the County accordingly. CBRE will represent the County throughout the disposition process (closing).

Timing and Compensation

CBRE will be compensated fixed fees for initial consulting and a supplemental success fee (commission) in the event of a transaction, the latter of which is paid out of the proceeds of sale upon closing.

Success Fee:

COMMISSION RATE SCHEDULE	
Consideration (Sale Price)	**CBRE Fee**
$0 to $2,000,000.00	**6.00 %**

Commissions shall be calculated on a cumulative basis. Any co-broker will be responsible to arrange their compensation by their principal.

Disclosures & Acknowledgements

1. Hidalgo County agrees that Hidalgo County shall pay CBRE a commission in accordance with the Schedule, if, within on e hundred twenty (120) calendar days after the expiration r termination of the Term the Property is sold to, or Hidalgo County enters into a contract of sale of the Property with, or negotiations continue, resume or commence and thereafter continue leading to a sale of the Property with, or negotiations continue, resume or commence and thereafter continue leading to a sale of the Property to any person or entity (including his/her/its successors, assigns or affiliates) with whom CBRE or Hidalgo County has negotiated (either directly or through another broker or agent) or to whom the Property has been submitted prior to the expiration or termination of the Term. CBRE is authorized to continue negotiations with such persons entities. CBRE agrees to submit a list of such persons or entities to Hidalgo County no later than fifteen (15) calendar days following the expiration or termination of the Term, provided, however, that if a written offer has been submitted it shall not be necessary to include the offeror's name on the list.

2. Hidalgo County further agrees that (a) if a lease of the Property is entered into during the Term to anyone, or (b) if, within one hundred twenty (120) calendar days after the expiration or termination of the Term, the Property is leased to, or

Hidalgo County enters into a contract to lease the Property with, or negotiations continue, resumes or commence and thereafter continue leading to the lease of the Property to any person or entity (including his/her/its successors, assigns or affiliates) with whom CBRE or Hidalgo County has negotiated (either directly or through another broker or agent) or to whom the Property has been submitted prior to the expiration or termination of the Term, Hidalgo County shall pay CBRE a leasing commissioner in accordance with the schedule.

3. Hidalgo County acknowledges the CBRE is a national brokerage firm and that, in some cases, it may represent prospective purchasers. Hidalgo County desires the Property to be presented to such purchasers and Hidalgo County hereby consents and authorizes to CBRE acting as an intermediary between Hidalgo County and any such prospective purchasers.

4. CBRE is licensed and regulated by the Texas Real Estate Commission (TREC). TREC administers two recovery funds which may be used to satisfy judgments against inspectors and real estate licensees involving a violation of the law. Complains or inquiries should be directed to the Texas Real Estate Commission, P.O. Box 12188, Austin, Texas 78711-2188, (512) 465-3630.

5. Hidalgo County acknowledges having received, prior to the execution of this Agreement, a copy of TREC Form No. OP-K, “Information About Brokerage Services” from CBRE.

6. CBRE is not an environmental, property title, or property survey expert and makes no representations, regarding the accuracy or completeness of reports or data provided to the County by independent third parties.

"Attachment A"

<u>207 E. Loeb Street, Edinburg</u>-Lots Nine, Ten, Eleven and Twelve (9, 10, 11 & 12) in **Block One Hundred Sixty-four (164)**, of **EDINBURG**, Hidalgo County, Texas, according to the map and plat thereof recorded in **Volume 1, Page 23, Map Records**, Hidalgo County, Texas

<u>219 E. Loeb Street, Edinburg</u>-Lot, parcel and piece of land situated in Hidalgo County, Texas, known as **Lots Nos. Seven (7) and Eight (8) in Block No. One Hundred Sixty-four (164),** according to the map and plat of the **TOWNSITE OF EDINBURG**, which map and plat is duly recorded in **Volume 1, Page 23, Map Records**, Hidalgo County, Texas

AI-51942 **Purchasing Department** **23. A. 6.**

CC - REGULAR

Meeting Date: 10/27/2015

Submitted For: Marty Salazar, PURCHASING DEPT.

Submitted By: Marty Salazar, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

A. Requesting exemption from competitive bidding requirements, under TxLGC, Chapter 262, Section .024 (a)(4), a professional service including approval of an Order [i.e. record/minutes of CC proceedings];
B. Authority to engage and approval of a short-term professional consulting services agreement [subject to legal review] with Jaime Solis to review, assess/analyze and report on each [of 7 products] company awarded for HC's Section 125, Cafeteria Plan company benefits offered and/or applicable Master Agreements along with legal counsel's review and approval as to form for each.
C. Determination by HCCC on the expiration date of this short-term engagement with specifics as to deliverables if applicable.

BACKGROUND

Fiscal Impact

FISCAL YEAR: **ACCT. #:**

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

BUDGETARY IMPACT:

Department of Budget and Management will addressing and identifying funding source and appropriation necessary.

Attachments

Agenda information
contract w legal

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	10/23/2015 05:00 PM
Auditor's Office	Monica Badillo	10/23/2015 07:16 PM

Form Started By: Marty Salazar Started On: 10/22/2015 03:10 PM
Final Approval Date: 10/23/2015

2. **AI-51862** Acceptance and approval of Work Authorization No. 6 (with an estimated cost of $3,456.05) as submitted by L&G Engineering, Contract No. C-15-125-04-14, to provide Construction Material Testing Services for the Pct. 2 Ridge Road (Stewart to Cesar Chavez Rd) Project.

C. CAP Pct. 1

1. **AI-51775** Acceptance and approval of the following for C-CAP-15-196-07-21 Delta West Subdivision between Hidalgo County and 2GS, LLC as submitted through project engineer DOS Logistics, Inc.:

A. Final construction contract (CC award on 07-21-15) in the amount of $406,722.20;
B. Pursuant to TXLGC 262.031 and in the interest of expediting a project's progress, requesting authority/approval for the Precinct Commissioner or designee [historically] Raul Lozano to execute change orders that involve ...'an increase or decrease in cost of $50,000.00 or LESS...'. The original contract price may not be decreased by 18 % or more without the consent of the contractor".

D. Sheriff's Office

1. **AI-51843** A. Presentation of a request by Dr. Marin Garza, MD for HCCC to accept the withdrawal/rescission of his Letter of Resignation [CC/AI #50831 of 09-01-15 effective 11-01-15] for physician services to HC Inmates and thus continuing his current agreement until it's expiration in May of 2016;

B. Acceptance and approval for HCCC to accept Dr. Marin Garza, MD request to lower his malpractice insurance coverage from their current limits and amend them to coincide with those required by other state agencies [i.e. State Prison and MHMR] of $200K/600K [with the exception of surgery & obstetrics which are not part of the services rendered to HC] with said amended coverage to run until his current agreement's expiration.

E. Co. Wide

1. **AI-51496** a. Presentation of the scoring and evaluation grids (for the purposes of ranking for award by CC) of the responses received in connection with the Request for Proposals (RFP's) for: "Section 125 Voluntary Insurance Products and COBRA Administration Services" for Hidalgo County (including all funding sources, programs, agencies & entities)";

b. Award of the "Section 125 Voluntary Insurance Products and COBRA Administration Services for Hidalgo County-(including all funding sources, programs & entities)" for the following:

25 packets requested
23 received

1. Accidental Plan: Colonial Life 92 — 8 vendors
2. Cancer Plan: Humana 94 — 3 vendors
3. Combined Short & Long Term Disability: Unum 95.20 — 2 vendors
4. Critical Illness Plan: Aflac 93.80 — 8 vendors

CC REG. AGENDA 10/21/15

5. Dental Plan: Ameritas 94.46-2 Vendors
6. Vision Plan: Avesis 94.80 7 Vendors
7. Whole Life Plan: TX. Life Ins. 95.20-3 vendors

c. Authority to finalize and/or negotiate (if required) Agreement(s) for the Voluntary Insurance Products and COBRA Administration Services.

brought back later for award

12. **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:

n/a A. Real Estate Acquisition — in @ 10. out @

B. Pending and/or potential litigation

C. **AI-51819** Pending/potential litigation - County of Hidalgo v. Volkswagon Group of America Inc., Audi of America LLC. and all other entities liable under the Texas Clean Air Act

D. **AI-51797** C-4976-15-D; Disability Rights Texas v. J.E. "Eddie" Guerra in his official capacity as the Sheriff of Hidalgo County

E. **AI-51844** C-5029-15-D; Alvaro Aguilera v. County of Hidalgo and Cesar Solis in his official capacity

13. 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 (1) Mostyn Law Firm + Law Off. of Manuel Solis for the "Provision of Legal Services/Representation in connection with Litigation" and authority to submit letter of engagement — refer to 14C

(2) Atlas, Hall, Rodz — refer to 14E

14. **Open Session:**

n/a A. Real Estate Acquisition and appropriation for same

n/a B. Pending and/or potential litigation

C. **AI-51820** Pending/potential litigation - County of Hidalgo v. Volkswagon Group of America Inc., Audi of America LLC. and all other entities liable under the Texas Clean Air Act — last w/c. approved / need to include addtl atty.

D. **AI-51798** C-4976-15-D; Disability Rights Texas v. J.E. "Eddie" Guerra in his official capacity as the Sheriff of Hidalgo County — DA's (Rose) handling case

Mostyn Law Firm to include Law Firm of Manuel Solis refer to 13A/B

E. **AI-51845** C-5029-15-D; Alvaro Aguilera v. County of Hidalgo and Cesar Solis in his official capacity — refer to 13A/B exempt hire Atlas, Hall + Rodz.

AI-51496 **Purchasing Department** **11. E. 1.**

CC - REGULAR

Meeting Date: 10/21/2015

Submitted For: Marty Salazar, PURCHASING DEPT.

Submitted By: Sandra Montalvo, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

a. Presentation of the scoring and evaluation grids (for the purposes of ranking for award by CC) of the responses received in connection with the Request for Proposals (RFP's) for: "Section 125 Voluntary Insurance Products and COBRA Administration Services" for Hidalgo County (including all funding sources, programs, agencies & entities)";

b. Award of the "Section 125 Voluntary Insurance Products and COBRA Administration Services for Hidalgo County-(including all funding sources, programs & entities)" for the following:

1. Accidental Plan: Colonial Life
2. Cancer Plan: Humana
3. Combined Short & Long Term Disability: UNUM
4. Critical Illness Plan: Aflac
5. Dental Plan: Ameritas
6. Vision Plan: Avesis
7. Whole Life Plan: Texas Life Insurance

c. Authority to finalize and/or negotiate (if required) Agreement(s) for the Voluntary Insurance Products and COBRA Administration Services.

BACKGROUND

Fiscal Impact

FISCAL YEAR: **ACCT. #:**

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

BUDGETARY IMPACT:

Each requisition would need funding. That would apply to both Day to Day as well as Major Purchases.

THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

CONTRACT FOR CONSULTING SERVICES

THIS AGREEMENT is made on the **27th day of October, 2015**, by and between **HIDALGO COUNTY, TEXAS,** a political subdivision of the State of Texas (hereinafter "County") and **JAIME SOLIS**, a resident of Hidalgo County, Texas (hereinafter "Consultant") to serve at the pleasure of the Hidalgo County Commissioner's Court:

WITNESSETH:

WHEREAS, County desires to contract with a person to provide the services necessary to the County of Hidalgo that are more specifically set forth hereinafter; and

WHEREAS, Consultant has agreed to provide the services enumerated hereinafter to Hidalgo County Commissioner's Court.

NOW, THEREFORE, for the mutual consideration expressed hereinafter, County and Consultant agree as follows:

1. Consultant agrees to provide to the County the consulting services required by Hidalgo County in connection with Hidalgo County's Section 125, Cafeteria Plan Benefits during the term hereof. The services include, but are not limited to, the items listed on Appendix A, which is attached and made a part of this Contract.

2. Consultant will report to County's Commissioners Court the results of the review and assessment on each [of 7] products County awarded for Hidalgo County's Section 125, Cafeteria Plan Benefits.

3. As consideration for the services of Consultant described herein, County agrees to

pay Consultant the fees as outlined in Appendix B, which is attached to and made a part of this Contract.

4. Consultant must comply with all applicable County policies. Notwithstanding the foregoing sentence, Consultant represents and maintains that he is an independent consultant and is not an employee of County or any agency thereof, and represents and warrants that he does not desire or request any fringe benefits provided to employees of County. Consultant agrees to be responsible for any federal income tax, withholding or social security tax liability that might arise from payments received hereunder.

5. County may terminate this Contract without cause upon thirty (30) days written notice at any time for any reason or no reason at all. In the event this Contract is terminated without cause by County, but not otherwise, any unpaid fees or compensation owing to Consultant at the time of termination under this Contract will be due and payable to Consultant within thirty (30) days following the time of contract termination.

6. Consultant may not assign the obligations or rights under this Contract to any person without the prior written consent of County.

7. Consultant agrees to comply with the Title VI of the Civil Rights Act of 1964.

8. The term of this Contract shall commence October 27, 2015 and terminate November 30, 2015 with deliverable due date of report to be determined by Hidalgo County, (Initial Term") unless earlier terminated as herein provided. Subject to County funding and compliance with applicable purchasing laws and regulations, this Contract may be extended by County, in its sole discretion, as needed on the same terms and conditions ("Extended Terms").

9. **Notice.** Except as may be otherwise specifically provided in this Contract, all notices, demands, requests or communications required or permitted hereunder shall be in writing

and shall either be (i) personally delivered against a written receipt, or (ii) sent by registered or certified mail, return receipt requested, postage prepaid and addressed to the parties at the addressed set forth below, or at such other addressed as may have been theretofore specified by written notice delivered in accordance herewith.

If to County: County of Hidalgo, Texas
Attention: County Judge
100 E. Cano, 2nd Floor
Edinburg, Texas 78539

If to Consultant: Jaime Solis

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.

10. **Conflict with Applicable Law.** Nothing in this Contract 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 Contract and any present or future law, ordinance or administrative, executive or judicial regulation, order or decree, or amendment hereof, contrary to which the parties have no legal right to contract, the latter shall prevail, but in such event the affected provision or provisions of this Contract shall be modified only to the extent necessary to bring them within the legal requirements and only during the time such conflict exists.

11. **No Waiver**. No waiver by County of any breach of any provision of this Contract shall be deemed to be a waiver of any preceding or succeeding breach of the same or any other provision hereof.

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

13. **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.

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

15. **Successors.** This Contract 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 Contract.

16. **Assignment.** This Agreement shall not be assignable; provided, however, that Consultant may assign its right to receive payments hereunder for the purpose of obtaining financing so long as Contractor is not excused from and/or does not delegate its duties hereunder.

17. **Headings.** The heading and captions contained in this Contract are solely for convenient reference and shall not be deemed to affect the meaning or interpretation of any provision or paragraph hereof.

18. **Gender and Number.** All pronouns used in this Contract shall include the other gender, whether used in the masculine, feminine or neuter gender, and the singular shall include

the plural whenever and as often as may be appropriate.

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

20. **Ethical Provision**. It is understood that the employees of County or individuals acting as agents for County are not authorized to receive any type of personal payment, reimbursement, compensation, commission, gift or gratuity for services provided under this Contract. Consultant warrants that no employee or agent of the County has been retained to solicit or secure this Contract and that Consultant has not paid or agreed to pay and employee of County any fee, commission, percentage brokerage fee, gift or any other consideration contingent upon the making of this Contact, or as an inducement for entering into this Contract. The unauthorized offering or receipt of such payments may result in the immediate termination of this Contract.

21. **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 Contract upon ninety (90) days written notice to Consultant. County agrees, however, to use reasonable efforts to secure funds necessary for the continued performance of this Contract. The parties intend this provision to be a continuing performance of this Contract. 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. 1995).

22. **Indemnity and Hold Harmless**. Consultant agrees to indemnify and hold

County harmless from any loss, costs, liabilities or damages which are incurred by County which are primarily attributable to the acts or omissions of Consultant or the acts or omissions of Consultant's employees, agents or other representatives, including the violation of any law or regulation related to Consultant's duties under this Contract.

To the extent permitted by applicable law, County agrees to indemnify and hold Consultant harmless from any loss, costs, liabilities or damages which are incurred by Consultant which are primarily attributable to the acts or omissions of County or the acts or omissions of County employees, agents or other representatives, including the violation of any law or regulation related to County's duties under this Agreement.

23. **Representations and Warranties.** Consultant represents and warrants that he has not, and will not in the future, receive any compensation (whether in the form of cash, credit, commissions, gifts, tangible property or otherwise) in connection with this Contract for employee health benefits, other than compensation to Consultant pursuant to this Contract. In the event any representation or warranty of Consultant hereunder is or becomes incorrect or untrue, Consultant agrees to promptly notify County thereof in which event County may, in its sole discretion, elect to terminate this Contract, for cause, in the manner herein provided. Consultant acknowledges and agrees that County has relied and continues to rely upon the representations and warranties of Consultant as herein contained as a material inducement to County to enter in this Contract.

25. **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 stated 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 _____October, 2015.

COUNTY OF HIDALGO

By:_____
Ramon Garcia, County Judge

ATTEST:

_____
Arturo Guajardo, Jr., County Clerk

CONSULTANT:

By:_____
Jaime Solis

APPROVED AS TO FORM:
Hidalgo County Criminal District Attorney

By:_____
Josephine Ramirez Solis
Assistant District Attorney

APPROVED BY COMMISSIONERS COURT:_____

APPENDIX A

Professional consulting services to review, assess, analyze and report on each [of 7] products County awarded for Hidalgo County's Section 125, Cafeteria Plan.

APPENDIX B

To be submitted

Zimbra **evangelina.garcia@co.hidalgo.tx.us**

RE: Agenda Item-Consulting Services-Jaime Solis

From : Steve Crain <scrain@atlashall.com> Fri, Oct 23, 2015 04:57 PM
Subject : RE: Agenda Item-Consulting Services-Jaime Solis 1 attachment
To : 'Evangelina Garcia' <evangelina.garcia@co.hidalgo.tx.us>

Good to go.

From: Evangelina Garcia [mailto:evangelina.garcia@co.hidalgo.tx.us]
Sent: Friday, October 23, 2015 4:45 PM
To: Steve Crain
Cc: Martha Salazar
Subject: Fwd: Agenda Item-Consulting Services-Jaime Solis

Here you go Mr. Crain, attached is the page with the revision for your review/approval.
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: "Evangelina Garcia" <evangelina.garcia@co.hidalgo.tx.us>
To: "Steve Crain" <scrain@atlashall.com>
Cc: "Martha Salazar" <martha.salazar@co.hidalgo.tx.us>
Sent: Friday, October 23, 2015 4:14:20 PM
Subject: Fwd: Agenda Item-Consulting Services-Jaime Solis

Mr. Crain;
As requested, attached is the revise consulting services agreement.

Respectfully;

AI-51906 **Purchasing Department** **23. B. 1.**

CC - REGULAR

Meeting Date: 10/27/2015

Submitted For: Comm. Cuellar, COMM. PCT. #1 **Submitted By:** Katia Garcia, COMM. PCT. #1

Department: COMM. PCT. #1

Information

CAPTION

Acceptance and approval of the following Work Authorizations as submitted by LeFevre Engineering & Management Consulting, Inc. - Contract # C-15-309-09-15 for the provision of "Construction Materials Engineering and Testing Services" for:
a) Work Authorization No. 1 - Mile 5 1/2 West Road and Norene Drive Improvements Project in the amount of $13,044.75 thru assigned & submitted Requisition #286459.
b) Work Authorization No. 2 - Spanish Palms Subdivision Project in the amount of $7,770.25 thru assigned and submitted Requisition #286496.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2015 **ACCT. #:** 5-1345-431-00-121-198-0-721

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

BUDGETARY IMPACT:

Funds available as of 10/23/15.

FISCAL YEAR: 2015 **ACCT. #:** 5-1345-431-00-121-194-0-721

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

BUDGETARY IMPACT:

Funds available pending CC approval of AI-51909.

Attachments

WA #1
WA#2
EST
MAP
MAP
MAP

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	10/22/2015 01:16 PM
Budget & Management	Veronica Ortiz	10/22/2015 01:26 PM
Glinda Pacheco	Glinda Pacheco	10/23/2015 10:33 AM
Auditor's Office	Monica Badillo	10/23/2015 07:16 PM
Form Started By: Katia Garcia		Started On: 10/20/2015 03:11 PM
Final Approval Date: 10/23/2015		

HIDALGO COUNTY

Professional Construction Material Testing Laboratory Services

Agreement # C-15-309-09-15

WORK AUTHORIZATION NO. 1

THIS WORK AUTHORIZATION is made pursuant to the terms and conditions of Section I.A. of the Agreement made by and between **HIDALGO COUNTY**, action herein by and through the **Commissioner's Court**, hereinafter called the "**Owner**," and, **Millennium Engineers Group, Inc.**, professional Laboratory's of Pharr, Texas, hereinafter called "**Laboratory**".

PART 1. SCOPE OF WORK

The purpose of this Work Authorization is for the **Laboratory** to provide

Construction Materials Engineering and Testing Services for the Mile 5 ½ West Road and Norene Drive Improvements project.

The scope of services to be provided by the **Owner** is identified in ***EXHIBIT "A" – Scope of Services to be Provided by the Owner*** attached hereto.

The scope of services to be provided by the **Engineer** is identified in ***EXHIBIT "B" – Scope of Services to be Provided by the Laboratory*** attached hereto.

PART 2. ESTIMATED COST

The estimated cost for services under this Work Authorization is **$13,044.75**
This amount is based upon the costs outlined in the Estimated **Cost Proposal** attached hereto as **EXHIBIT "D".**

PART 3. PAYMENT

Compensation and payment to the Engineer for the services established under this Work Authorization shall be made in accordance with **Article**/Part/Section 4 of the Agreement.

PART 4. FUNDING

This Work Authorization No. 1 shall be funded through funding source:
Account No. 5-1345-431-00-121-198-0-721
Requisition Number 286459 **(MUST BE INCLUDED AFTER CC APPROVAL)**

PART 5. PERIOD OF SERVICE

This Work Authorization shall become effective on the date of final acceptance of the parties hereto, and terminate **upon completion of scopes of the work authorization.**

PART 6. RESPONSIBILITIES AND OBLIGATIONS

This Authorization does not waive the parties' responsibilities and obligations provided under the **Agreement**.

PART 7. ACKNOWLEDGEMENT AND CONFIRMATION

Acknowledgement and confirmation by **Hidalgo County Precinct No. 1,** Commissioner, A.C. Cuellar, Jr., as to content and detail of this **Work Authorization No. 1**

HIDALGO COUNTY
COMMISSIONER PRECINCT NO. 1:

BY: _____

PART 8. ACCEPTANCE AND APPROVAL

This Work Authorization is hereby accepted, approved by Hidalgo County Commissioners' Court on _____ as indicated below and effective as of ____ day of _____, 2015.

THE LABORATORY:
MILLENNIUM ENGINEERS GROUP, INC.

_____
By: Raul Palma, President

THE OWNER:
HIDALGO COUNTY

_____
By: Ramon Garcia, County Judge

ATTEST:

_____
By: Arturo Guajardo, Jr., County Clerk

LIST OF ATTACHMENTS

EXHIBIT "A" - Services to be Provided by the Owner
EXHIBIT "B" - Services to be Provided by the Laboratory
EXHIBIT "C" - Work Schedule
EXHIBIT "D" - Cost Proposal

EXHIBIT A

-Scope of Services to be provided by the County

The following provides an outline of the services to be provided by the Owner in the development of Projects (as defined and more particularly identified in Exhibit "A" attached to this Agreement).

General:

The Owner will provide to the Laboratory the following:

1) Provide the authorization to proceed with services through coordination with the project consulting and design Laboratory.
2) Payment for work performed by the Laboratory and accepted by the Owner in accordance with Article 3 of this Agreement.
3) Assistance to the Laboratory, as necessary, to obtain the required data and information from other local, regional, State and Federal agencies the Laboratory cannot easily obtain.
4) Provide any available relevant data the Owner may have on file concerning the projects.
5) Provide timely review and decisions in response to the Laboratory's request for information and/or required submittals and deliverables, in order for the Laboratory to maintain the agreed upon work schedule prepared in accordance with Exhibit "A" attached to this Agreement.
6) Attend and participate in progress meetings as required and as coordinated and conducted by Laboratory.
7) Provide the authorization to proceed with services on project by project basis through consulting design and construction Laboratory.

EXHIBIT B

-Scope of Services to be provided by the Laboratory

Exhibit "B"

Services to be Provided by Laboratory

The services to be provided by the LABORATORY in providing Geotechnical Laboratory Services, Construction Materials Testing Services, Construction Observation Services and Environmental Services for Hidalgo County Precinct No. 1 Projects, **"ON A AS NEEDED BASIS"** and projects is as follows:

A. Preliminary Phase:

(1) Attend preliminary conferences with the OWNER and, if requested, with the funding agency and other government agencies or interested parties regarding the Project.
(2) Provide for the necessary geotechnical investigation and testing necessary to develop the design.
(3) Provide environmental studies as may be necessary to complete a project.
(4) Provide assistance to the OWNER in providing material requirements and specifications for design, construction and maintenance projects.
(5) Provide assistance to the OWNER in providing pavement design recommendations for the design, construction and maintenance projects.
(6) Provide assistance to the OWNER in providing pavement rehabilitation recommendations for the design, and maintenance projects.
(7) Provide assistance to the OWNER in providing pavement condition studies.

B. Design Phase:

(1) Attend the OWNER'S and respective Party's meeting as requested for the purpose of explaining geotechnical investigation report recommendations and preliminary testing results and their impact to proposed design activities.
(2) Perform any additional geotechnical investigations, testing and environmental studies necessary to collect information required in the design of the Project.
(3) Provide assistance to the OWNER in providing material requirements and specification for design, construction and maintenance projects.
(4) Provide assistance to the OWNER in providing pavement design recommendations for the design, construction and maintenance projects.
(5) Provide assistance to the OWNER in providing pavement rehabilitation recommendations for the design, construction and maintenance projects.
(6) Provide assistance to the OWNER in providing pavement condition studies.
(7) Furnish the OWNER all necessary reports for preliminary design, design, construction and maintenance projects.

C. Construction/Maintenance Phase:

(1) Attend the OWNER'S and respective Party's pre-construction and construction meetings as requested for the purpose of explaining geotechnical investigation report recommendation and preliminary testing results and their impact to proposed construction activities and establish coordination and lines of communication for proposed construction materials testing during construction activities.
(2) Consult and advise with the OWNER during construction.

(3) Provide construction materials testing for construction and maintenance projects as required by the project plans and specifications and/or specified by the project design engineer.
(4) Review all material designs as requested by the OWNER and/or project design engineer.
(5) Furnish the OWNER all necessary reports for construction and maintenance projects.
(6) Provide construction inspection services as requested by the OWNER on construction and maintenance projects.

D. Miscellaneous/Other:

(1) Act for OWNER in professional manner, using that degree of care and skill ordinarily exercised by and consistent with the standards of the profession.
(2) Perform all technical services under the general direction of a Licensed Professional Laboratory in the State of Texas and in substantial accordance with the basic requirements of the appropriate Standards of the American Society of Testing and Materials, where applicable, or other standards designated by County.
(3) Employ testing machines which have been calibrated within a period not exceeding twelve (12) months from the time of use by devised of accuracy traceable to the National Institute of Standards and Technology (NIST) of the United States Department of Commerce, and, upon request, submit to the OWNER or its authorized representative documentation of such calibration.
(4) Promptly submit formal construction materials testing reports for all tests, observations, and services performed indicating where applicable, compliance with OWNER specifications or other documents. Such reports shall be completed and factual, citing the tests performed, methods employed, values obtained, parts of the structure and location at which the tests were made.
(5) The plans and specifications prepared under this Agreement shall become the property of the OWNER upon completion of the work and payment in full of all monies due to the Laboratory.
(6) Retain all pertinent records relating to the services performed for a period of five (5) years following submission of all reports, during which period the records will be made available to the Owner within a reasonable time.

NOTE: Change in and/or additional services to Scope will require prior approval from OWNER prior to undertaking.

EXHIBIT C

Work Schedule

Millennium Engineers Group, Inc. will go out to site on an as-needed basis to perform testing services. Services will be provided as requested by project personnel. A 24-hour notice will be required from project personnel.

EXHIBIT D

"Proposal"

Millennium Engineers Group
MEG ENGINEERS
Consultants - Geotechnical - Testing

Work Schedule
Proposed Construction Materials Engineering & Testing Services
Mile 5 ½ Road and Norene Drive Improvements Project

☒SOILS SECTION

Task: Flexible Base Sample at Roadway (Per Trip, 2 trips estimated)

Line Item	Qty.	Unit Rate	Estimated Cost
Soil Engineering Technician (hourly)	2.5	47.00	117.50
Standard Proctor (each)	1	200.00	200.00
Atterberg Limits (each)	1	70.00	70.00
Sieve Analysis (each)	1	55.00	55.00
Wet Ball Mill (each)	-	210.00	-
Vehicle trip charge (each)	1	40.00	40.00
Test Report (each)	1	30.00	30.00
Project Engineer (hourly)	0.5	125.00	62.50
Project Management (hourly)	0.25	75.00	18.75
Clerical (hourly)	1	50.00	50.00
Sub-Total (per trip)	1	-	643.75
Sub-Total (per task)	**2**	**643.75**	**1,287.50**

Task: Flexible Base density testing at Roadway (Per Trip, 7 trips estimated)

Line Item	Qty.	Unit Rate	Estimated Cost
Soil Engineering Technician (hourly)	2.5	47.00	117.50
Nuclear density test (each)	3	28.00	84.00
Vehicle trip charge (each)	1	40.00	40.00
Test Report (each)	1	30.00	30.00
Project Engineer (hourly)	0.50	125.00	62.50
Project Management (hourly)	0.25	75.00	18.75
Clerical (hourly)	1	50.00	50.00
Sub-Total (per trip)	1	-	402.75
Sub-Total (per task)	**7**	**402.75**	**2,819.25**

SOILS Section Total **4,106.75**

☒HMAC PAVEMENT SECTION

Task: HMAC Pavement Field Rolling Pattern Testing (Per Trip, 6 trips estimated)

Line Item	Qty.	Unit Rate	Estimated Cost
Asphalt Engineering Technician (hourly)	4	52.00	208.00
Nuclear Density Test (each)	3	28.00	84.00
Vehicle trip charge (each)	1	40.00	40.00
Test Report (each)	1	30.00	30.00
Project Engineer (hourly)	0.5	125.00	62.50
Project Management (hourly)	0.25	75.00	18.75
Clerical (hourly)	1	50.00	50.00
Sub-Total (per trip)	1	-	493.25
Sub-Total (per task)	**6**	**493.25**	**2,959.50**

Task: HMAC Pavement Laboratory Testing (Per Sample, 6 samples estimated)

Line Item	Qty.	Unit Rate	Estimated Cost
Extraction & Gradation, percent asphalt (each)	1	250.00	250.00
Theoretical maximum specific gravity of mixtures (each)	1	60.00	60.00
Lab Density (each)	1	65.00	65.00
Sub-Total (per trip)	1	-	375.00
Sub-Total (per task)	**6**	**375.00**	**2,250.00**

Task: HMAC Pavement Field Coring (Per Trip, 2 trip estimated)

Line Item	Qty.	Unit Rate	Estimated Cost
Asphalt Engineering Technician (hourly)	14	52.00	728.00
Coring Rig (each)	1	95.00	95.00
Asphalt Cores (each)	8	60.00	480.00
Asphalt Core Density (each)	8	40.00	320.00
Vehicle trips (each)	2	40.00	80.00
Test Report (each)	1	30.00	30.00
Project Engineer (hourly)	0.50	125.00	62.50
Project Management (hourly)	0.25	75.00	18.75
Clerical (hourly)	1	50.00	50.00
Sub-Total (per trip)	1	-	1,864.25
Sub-Total (per task)	**2**	**1,864.25**	**3,728.50**

HMAC Pavement Section Total **8,938.00**

Total Estimated Cost **$13,044.75**

HIDALGO COUNTY

Professional Construction Material Testing Laboratory Services

Agreement # C-15-309-09-15

WORK AUTHORIZATION NO. 2

THIS WORK AUTHORIZATION is made pursuant to the terms and conditions of Section I.A. of the Agreement made by and between **HIDALGO COUNTY**, action herein by and through the **Commissioner's Court**, hereinafter called the "**Owner**," and, **Millennium Engineers Group, Inc.**, professional Laboratory's of Pharr, Texas, hereinafter called "**Laboratory**".

PART 1. SCOPE OF WORK

The purpose of this Work Authorization is for the **Laboratory** to provide

Construction Materials Engineering and Testing Services for the Spanish Palms Subdivision project.

The scope of services to be provided by the **Owner** is identified in ***EXHIBIT "A" – Scope of Services to be Provided by the Owner*** attached hereto.

The scope of services to be provided by the **Engineer** is identified in ***EXHIBIT "B" – Scope of Services to be Provided by the Laboratory*** attached hereto.

PART 2. ESTIMATED COST

The estimated cost for services under this Work Authorization is $7,770.25
This amount is based upon the costs outlined in the Estimated **Cost Proposal** attached hereto as **EXHIBIT "D".**

PART 3. PAYMENT

Compensation and payment to the Engineer for the services established under this Work Authorization shall be made in accordance with **Article**/Part/Section 4 of the Agreement.

PART 4. FUNDING

This Work Authorization No. 2 shall be funded through funding source:
Account No. 5-1345-431-00-121-194-0-721
Requisition Number 286496 **(MUST BE INCLUDED AFTER CC APPROVAL)**

PART 5. PERIOD OF SERVICE

This Work Authorization shall become effective on the date of final acceptance of the parties hereto, and terminate **upon completion of scopes of the work authorization.**

PART 6. RESPONSIBILITIES AND OBLIGATIONS

This Authorization does not waive the parties' responsibilities and obligations provided under the **Agreement**.

PART 7. ACKNOWLEDGEMENT AND CONFIRMATION

Acknowledgement and confirmation by **Hidalgo County Precinct No. 1,** Commissioner, A.C. Cuellar, Jr., as to content and detail of this **Work Authorization No. 2**

HIDALGO COUNTY
COMMISSIONER PRECINCT NO. 1:

BY: _____

PART 8. ACCEPTANCE AND APPROVAL

This Work Authorization is hereby accepted, approved by Hidalgo County Commissioners' Court on _____ as indicated below and effective as of ____ day of _____, 2015.

THE LABORATORY:
MILLENNIUM ENGINEERS GROUP, INC.

_____
By: Raul Palma, President

THE OWNER:
HIDALGO COUNTY

_____
By: Ramon Garcia, County Judge

ATTEST:

_____
By: Arturo Guajardo, Jr., County Clerk

LIST OF ATTACHMENTS

EXHIBIT "A" - Services to be Provided by the Owner
EXHIBIT "B" - Services to be Provided by the Laboratory
EXHIBIT "C" - Work Schedule
EXHIBIT "D" - Cost Proposal

EXHIBIT A

-Scope of Services to be provided by the County

The following provides an outline of the services to be provided by the Owner in the development of Projects (as defined and more particularly identified in Exhibit "A" attached to this Agreement).

General:

The Owner will provide to the Laboratory the following:

1) Provide the authorization to proceed with services through coordination with the project consulting and design Laboratory.
2) Payment for work performed by the Laboratory and accepted by the Owner in accordance with Article 3 of this Agreement.
3) Assistance to the Laboratory, as necessary, to obtain the required data and information from other local, regional, State and Federal agencies the Laboratory cannot easily obtain.
4) Provide any available relevant data the Owner may have on file concerning the projects.
5) Provide timely review and decisions in response to the Laboratory's request for information and/or required submittals and deliverables, in order for the Laboratory to maintain the agreed upon work schedule prepared in accordance with Exhibit "A" attached to this Agreement.
6) Attend and participate in progress meetings as required and as coordinated and conducted by Laboratory.
7) Provide the authorization to proceed with services on project by project basis through consulting design and construction Laboratory.

EXHIBIT B

-Scope of Services to be provided by the Laboratory

Exhibit "B"

Services to be Provided by Laboratory

The services to be provided by the LABORATORY in providing Geotechnical Laboratory Services, Construction Materials Testing Services, Construction Observation Services and Environmental Services for Hidalgo County Precinct No. 1 Projects, **"ON A AS NEEDED BASIS"** and projects is as follows:

A. Preliminary Phase:

(1) Attend preliminary conferences with the OWNER and, if requested, with the funding agency and other government agencies or interested parties regarding the Project.
(2) Provide for the necessary geotechnical investigation and testing necessary to develop the design.
(3) Provide environmental studies as may be necessary to complete a project.
(4) Provide assistance to the OWNER in providing material requirements and specifications for design, construction and maintenance projects.
(5) Provide assistance to the OWNER in providing pavement design recommendations for the design, construction and maintenance projects.
(6) Provide assistance to the OWNER in providing pavement rehabilitation recommendations for the design, and maintenance projects.
(7) Provide assistance to the OWNER in providing pavement condition studies.

B. Design Phase:

(1) Attend the OWNER'S and respective Party's meeting as requested for the purpose of explaining geotechnical investigation report recommendations and preliminary testing results and their impact to proposed design activities.
(2) Perform any additional geotechnical investigations, testing and environmental studies necessary to collect information required in the design of the Project.
(3) Provide assistance to the OWNER in providing material requirements and specification for design, construction and maintenance projects.
(4) Provide assistance to the OWNER in providing pavement design recommendations for the design, construction and maintenance projects.
(5) Provide assistance to the OWNER in providing pavement rehabilitation recommendations for the design, construction and maintenance projects.
(6) Provide assistance to the OWNER in providing pavement condition studies.
(7) Furnish the OWNER all necessary reports for preliminary design, design, construction and maintenance projects.

C. Construction/Maintenance Phase:

(1) Attend the OWNER'S and respective Party's pre-construction and construction meetings as requested for the purpose of explaining geotechnical investigation report recommendation and preliminary testing results and their impact to proposed construction activities and establish coordination and lines of communication for proposed construction materials testing during construction activities.
(2) Consult and advise with the OWNER during construction.

(3) Provide construction materials testing for construction and maintenance projects as required by the project plans and specifications and/or specified by the project design engineer.

(4) Review all material designs as requested by the OWNER and/or project design engineer.

(5) Furnish the OWNER all necessary reports for construction and maintenance projects.

(6) Provide construction inspection services as requested by the OWNER on construction and maintenance projects.

D. Miscellaneous/Other:

(1) Act for OWNER in professional manner, using that degree of care and skill ordinarily exercised by and consistent with the standards of the profession.

(2) Perform all technical services under the general direction of a Licensed Professional Laboratory in the State of Texas and in substantial accordance with the basic requirements of the appropriate Standards of the American Society of Testing and Materials, where applicable, or other standards designated by County.

(3) Employ testing machines which have been calibrated within a period not exceeding twelve (12) months from the time of use by devised of accuracy traceable to the National Institute of Standards and Technology (NIST) of the United States Department of Commerce, and, upon request, submit to the OWNER or its authorized representative documentation of such calibration.

(4) Promptly submit formal construction materials testing reports for all tests, observations, and services performed indicating where applicable, compliance with OWNER specifications or other documents. Such reports shall be completed and factual, citing the tests performed, methods employed, values obtained, parts of the structure and location at which the tests were made.

(5) The plans and specifications prepared under this Agreement shall become the property of the OWNER upon completion of the work and payment in full of all monies due to the Laboratory.

(6) Retain all pertinent records relating to the services performed for a period of five (5) years following submission of all reports, during which period the records will be made available to the Owner within a reasonable time.

NOTE: Change in and/or additional services to Scope will require prior approval from OWNER prior to undertaking.

EXHIBIT C

Work Schedule

Millennium Engineers Group, Inc. will go out to site on an as-needed basis to perform testing services. Services will be provided as requested by project personnel. A 24-hour notice will be required from project personnel.

EXHIBIT D

"Proposal"

Millennium Engineers Group
MEG ENGINEERS
Consultants - Geotechnical - Testing

Work Schedule
Proposed Construction Materials Engineering & Testing Services
Spanish Palms Subdivision Project

☒SOILS SECTION

Task: Flexible Base Sample at Roadway (Per Trip, 2 trips estimated)

Line Item	Qty.	Unit Rate	Estimated Cost
Soil Engineering Technician (hourly)	2.5	47.00	117.50
Standard Proctor (each)	1	200.00	200.00
Atterberg Limits (each)	1	70.00	70.00
Sieve Analysis (each)	1	55.00	55.00
Wet Ball Mill (each)	-	210.00	-
Vehicle trip charge (each)	1	40.00	40.00
Test Report (each)	1	30.00	30.00
Project Engineer (hourly)	0.5	125.00	62.50
Project Management (hourly)	0.25	75.00	18.75
Clerical (hourly)	1	50.00	50.00
Sub-Total (per trip)	1	-	643.75
Sub-Total (per task)	**2**	**643.75**	**1,287.50**

Task: Flexible Base density testing at Roadway (Per Trip, 5 trips estimated)

Line Item	Qty.	Unit Rate	Estimated Cost
Soil Engineering Technician (hourly)	2.5	47.00	117.50
Nuclear density test (each)	3	28.00	84.00
Vehicle trip charge (each)	1	40.00	40.00
Test Report (each)	1	30.00	30.00
Project Engineer (hourly)	0.50	125.00	62.50
Project Management (hourly)	0.25	75.00	18.75
Clerical (hourly)	1	50.00	50.00
Sub-Total (per trip)	1	-	402.75
Sub-Total (per task)	**5**	**402.75**	**2,013.75**

SOILS Section Total **3,301.25**

☒HMAC PAVEMENT SECTION

Task: HMAC Pavement Field Rolling Pattern Testing (Per Trip, 3 trips estimated)

Line Item	Qty.	Unit Rate	Estimated Cost
Asphalt Engineering Technician (hourly)	4	52.00	208.00
Nuclear Density Test (each)	3	28.00	84.00
Vehicle trip charge (each)	1	40.00	40.00
Test Report (each)	1	30.00	30.00
Project Engineer (hourly)	0.5	125.00	62.50
Project Management (hourly)	0.25	75.00	18.75
Clerical (hourly)	1	50.00	50.00
Sub-Total (per trip)	1	-	493.25
Sub-Total (per task)	**3**	**493.25**	**1,479.75**

Task: HMAC Pavement Laboratory Testing (Per Sample, 3 samples estimated)

Line Item	Qty.	Unit Rate	Estimated Cost
Extraction & Gradation, percent asphalt (each)	1	250.00	250.00
Theoretical maximum specific gravity of mixtures (each)	1	60.00	60.00
Lab Density (each)	1	65.00	65.00
Sub-Total (per trip)	1	-	375.00
Sub-Total (per task)	**3**	**375.00**	**1,125.00**

Task: HMAC Pavement Field Coring (Per Trip, 1 trip estimated)

Line Item	Qty.	Unit Rate	Estimated Cost
Asphalt Engineering Technician (hourly)	14	52.00	728.00
Coring Rig (each)	1	95.00	95.00
Asphalt Cores (each)	8	60.00	480.00
Asphalt Core Density (each)	8	40.00	320.00
Vehicle trips (each)	2	40.00	80.00
Test Report (each)	1	30.00	30.00
Project Engineer (hourly)	0.50	125.00	62.50
Project Management (hourly)	0.25	75.00	18.75
Clerical (hourly)	1	50.00	50.00
Sub-Total (per trip)	1	-	1,864.25
Sub-Total (per task)	1	**1,864.25**	**1,864.25**

HMAC Pavement Section Total **4,469.00**

Total Estimated Cost **$7,770.25**

COMMISSIONER A.C. CUELLAR, Jr.

Hidalgo County Precinct 1

VISTA RIDGE ACRES

	Total Tons/Gal.	
Hot Mix	581	$33,698.00
Caliche	4482	$13,446.00
MS1 OIL (750 Gal)	750	$3,037.50
EN1 Road Bond	35	$3,400.00
Total Cost		**$53,581.50**

	# of Tons/LF/Gal.	Price Per Ton/LF/Gal.	
Hot Mix	581	$58.00	$33,698.00
Caliche	4482	$3.00	$13,446.00
MS1 OIL	1125	$2.70	$3,037.50
EN1 Road Bond (Gal.)	40	$85.00	$3,400.00
			$53,581.50

Hidalgo County Precinct 1

VISTA RIDGE ACRES

NORENE DRIVE

Hot Mix Calculation Sheet

Use When Ordering Hot Mix

Width	X	Length		Divided by 9	X Height	Divided by 2000	# Of Tons
24		2640	63360	7040	1161600	580.80	581

Height	165
# of Tons	581
Cost	$58.00
Total Cost	**$33,698.00**

Formula	Inches Thick
110	1"
165	1 1/2"
220	2"

Cost Estimate for VISTA RIDGE ACRES

CALICHE CALCULATION SHEET

USE WHEN ORDERING CALICHE

4"

	Multiply Width X Length X .33 =CU/FT		Multiply CU/FT X 181 = Pounds		Divide Pounds by 2000 = Tons
Width	28		**24394**		**4415241.6**
X Length	2640	**X**	181		2000
CU/FT	73920		**4415241.6**	**TONS**	**2208**
x .33	**24393.6**				

5"

	Multiply Width X Length X .417 =CU/FT		Multiply CU/FT X 181 = Pounds		Divide Pounds by 2000 = Tons
Width	28		**30825**		**5579259.84**
X Length	2640	**X**	181		2000
CU/FT	73920		**5579259.84**	**TONS**	**2790**
x .417	**30824.64**				

6"

	Multiply Width X Length X .50 =CU/FT		Multiply CU/FT X 181 = Pounds		Divide Pounds by 2000 = Tons
Width	28		**36960**		**6689760**
X Length	2640	**X**	181		2000
CU/FT	73920		**6689760**	**TONS**	**3345**
x .50	**36960**				

8"

	Multiply Width X Length X .50 =CU/FT		Multiply CU/FT X 181 = Pounds		Divide Pounds by 2000 = Tons
Width	28		**49526**		**8964278.4**
X Length	2640	**X**	181		2000
CU/FT	73920		**8964278.4**	**TONS**	**4482**
x .67	**49526.4**				

Cost Estimate **4"**	**$6,622.86**
Cost Estimate **5"**	**$8,368.89**
Cost Estimate **6"**	**$10,034.64**
Cost Estimate **8"**	**$12,327.00**

Price per Ton **$3.00**

Hidalgo County
Precinct 1

EN1 Road Bond

USE WHEN ORDERING HOT MIX

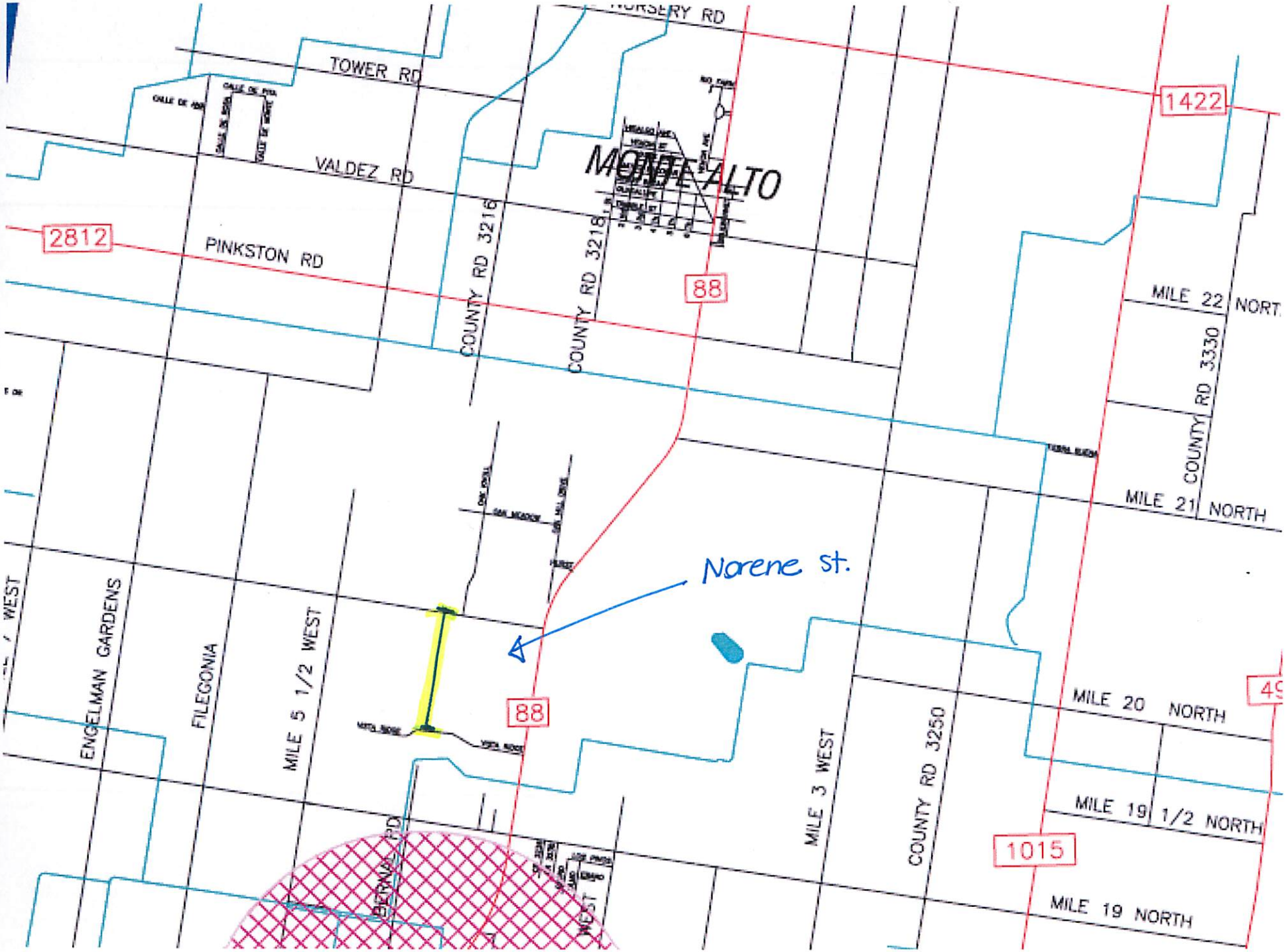
DESIGNED POUNDS

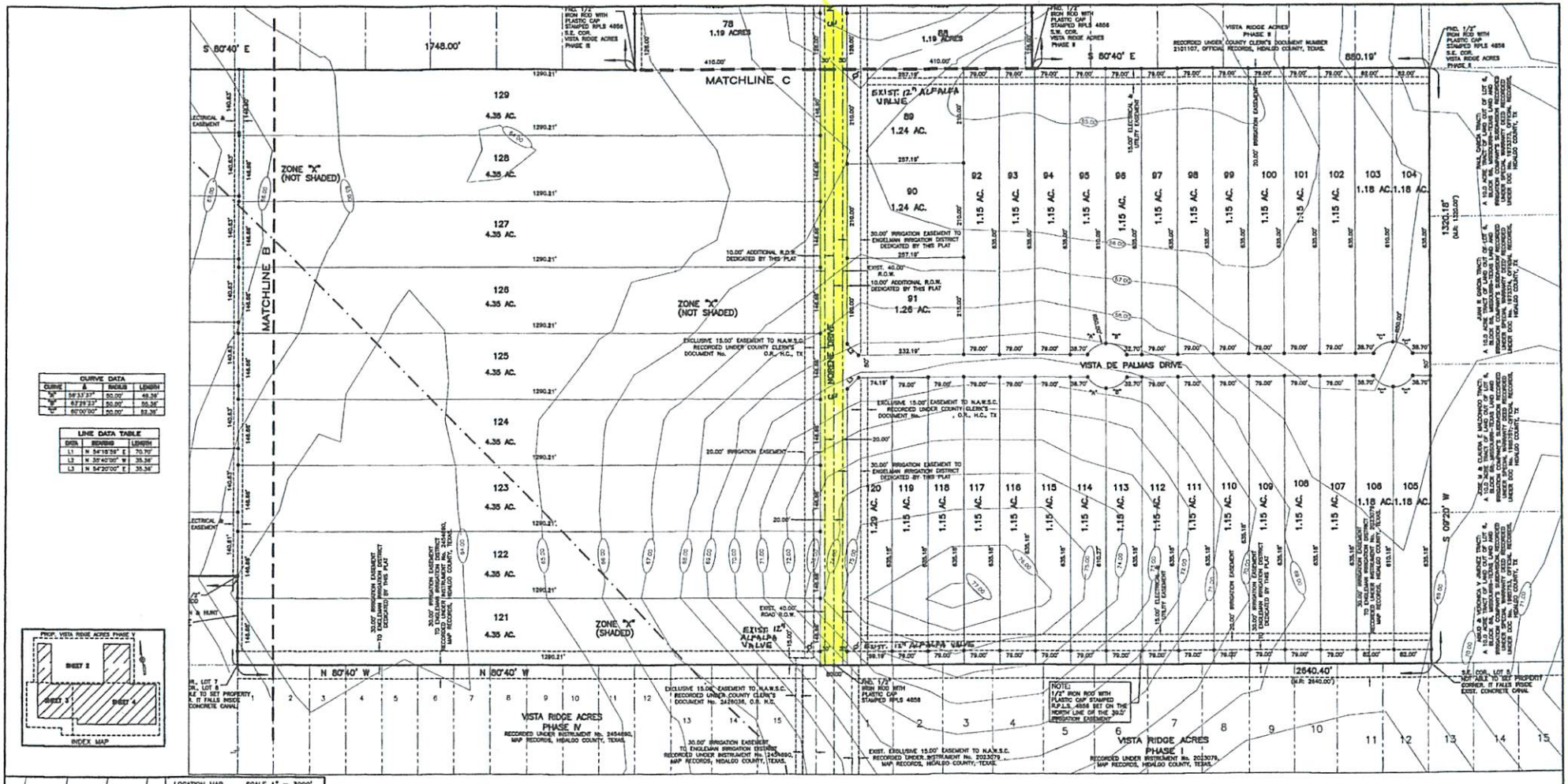
PER SQUARE YARDS

100

MULTIPLY WIDTH TIMES LENGH	WIDTH	X	LENGTH	POUNDS	DIVIDED BY 9	X				#Gal.
	24		2640	63360	9	X	**7,040.0000**	X	0.0056	**39**

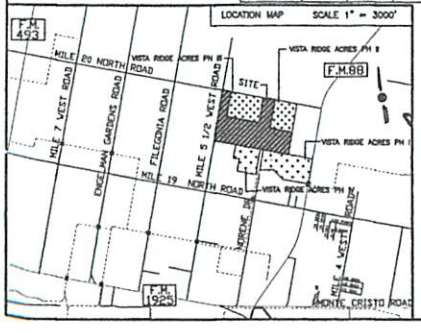
	# Gal		Price Per Gal	
EN1 Road Bond	40	X	$85.00	**$3,400.00**


Norene st. (mile 20 ⇀ mile 19 1/2)
TOWER RD
NURSERY RD
1422
VALDEZ RD
MONTE ALTO
2812
PINKSTON RD
COUNTY RD 3216
COUNTY RD 3218
88
MILE 22 NORT
COUNTY RD 3330
MILE 21 NORTH
Norene st.
ENGELMAN GARDENS
FILEGONIA
MILE 5 1/2 WEST
88
MILE 3 WEST
COUNTY RD 3250
MILE 20 NORTH
MILE 19 1/2 NORTH
1015
MILE 19 NORTH



CURVE DATA			
CURVE	Δ	RADIUS	LENGTH
C1	58°33'33"	50.00'	48.36'
C2	63°26'33"	50.00'	55.36'
C3	60°00'00"	50.00'	52.36'

LINE DATA TABLE		
DATA	BEARING	LENGTH
L1	N 54°19'26" E	70.70'
L2	N 35°40'00" W	35.36'
L3	N 54°20'00" E	35.36'



SUBDIVISION PLAT OF:

VISTA RIDGE ACRES PHASE V

A 154.50 ACRE TRACT OF LAND BEING A PORTION OF LOT 4, AND ALL OF LOT 5, BLOCK 85, AND A PORTION OF LOTS 1, 2 AND 7, AND ALL OF LOT 8, BLOCK 86, MISSOURI-TEXAS LAND AND IRRIGATION COMPANY'S SUBDIVISION, HIDALGO COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN VOLUME 1, PAGE 29, MAP RECORDS, HIDALGO COUNTY, TEXAS, AND ACCORDING TO GENERAL WARRANTY DEED RECORDED UNDER COUNTY CLERK'S DOCUMENT NUMBER 2516123, OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS.

STATE OF TEXAS
COUNTY OF HIDALGO

I, THE UNDERSIGNED, A REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF TEXAS, DO HEREBY CERTIFY THAT THIS PLAT IS TRUE AND CORRECT, AND WAS MADE AND PREPARED FROM AN ACTUAL SURVEY OF THE PROPERTY DONE ON THE GROUND UNDER MY SUPERVISION.

ALFONSO QUINTANILLA
R.P.L.S. No. 4858

FEBRUARY 27, 2013
DATE

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.

ALFONSO QUINTANILLA
P.E. No. 86834

P.E. 10-30-14
DATE

REVISION NOTES				
NO.	BY	DESCRIPTION	DATE	APPROVED

FILED FOR RECORD IN HIDALGO COUNTY
ARTURO GUAJARDO, JR.
HIDALGO COUNTY CLERK

ON: 12-22-14 AT 9:41 AM/PM
INSTRUMENT NUMBER 2573878
OF THE MAP RECORDS OF HIDALGO COUNTY, TEXAS
BY: Mary Lou Cantu DEPUTY

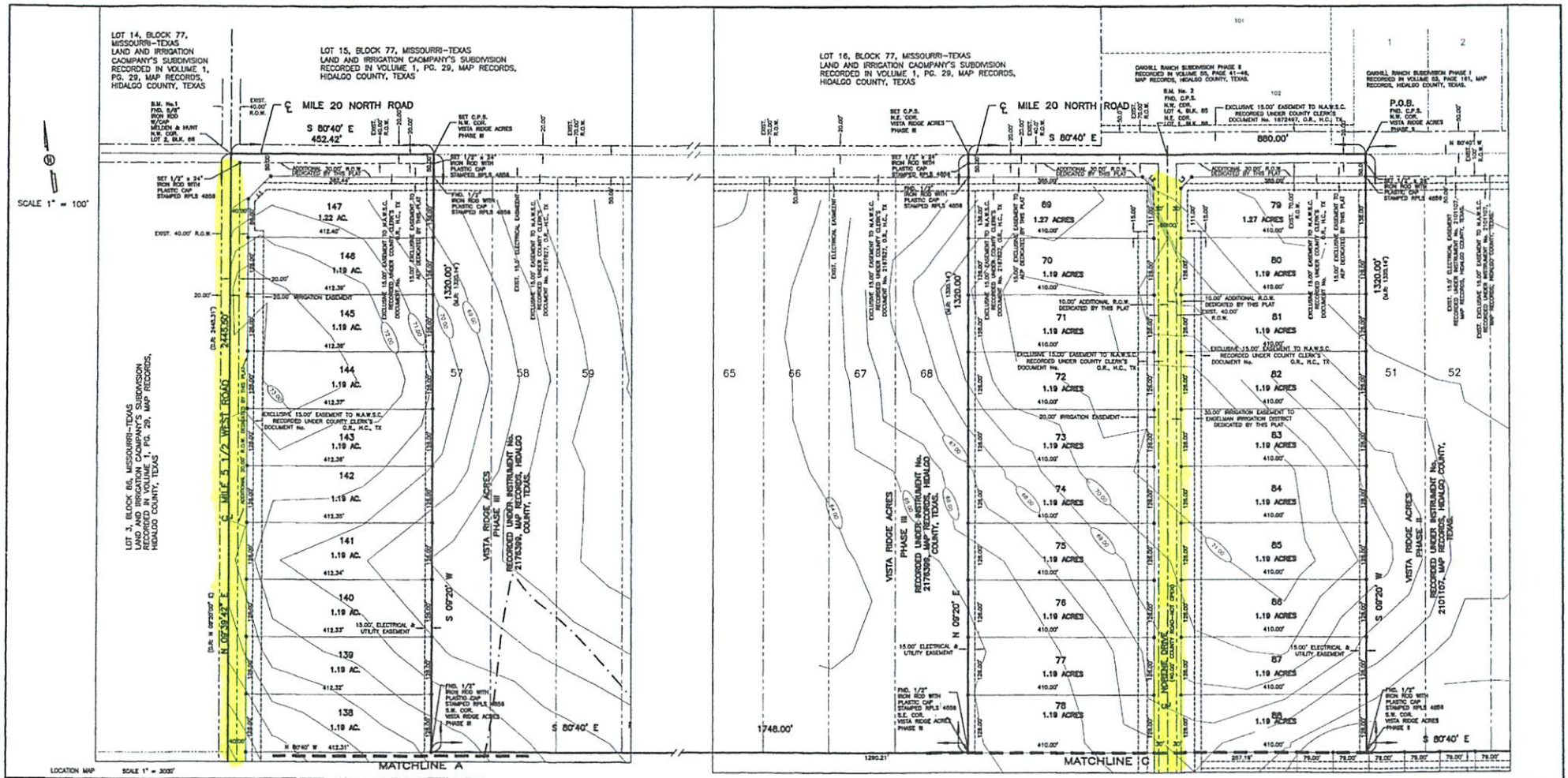
PRINCIPAL CONTACTS:

	Name	Address	City & Zip	Phone	Fax
OWNER:	JADAC PROPERTIES, LLC 4604 McALLEN, MYRTLE	3614 W. FREDDY GONZALEZ DRIVE	EDINBURG, TX. 78539	(956)318-0606	318-4047
ENGINEER:	ALFONSO QUINTANILLA	124 E. STUBBS	EDINBURG, TX 78539	(956)381-6400	381-0827
SURVEYOR:	ALFONSO QUINTANILLA	124 E. STUBBS	EDINBURG, TX 78539	(956)381-6400	381-0827

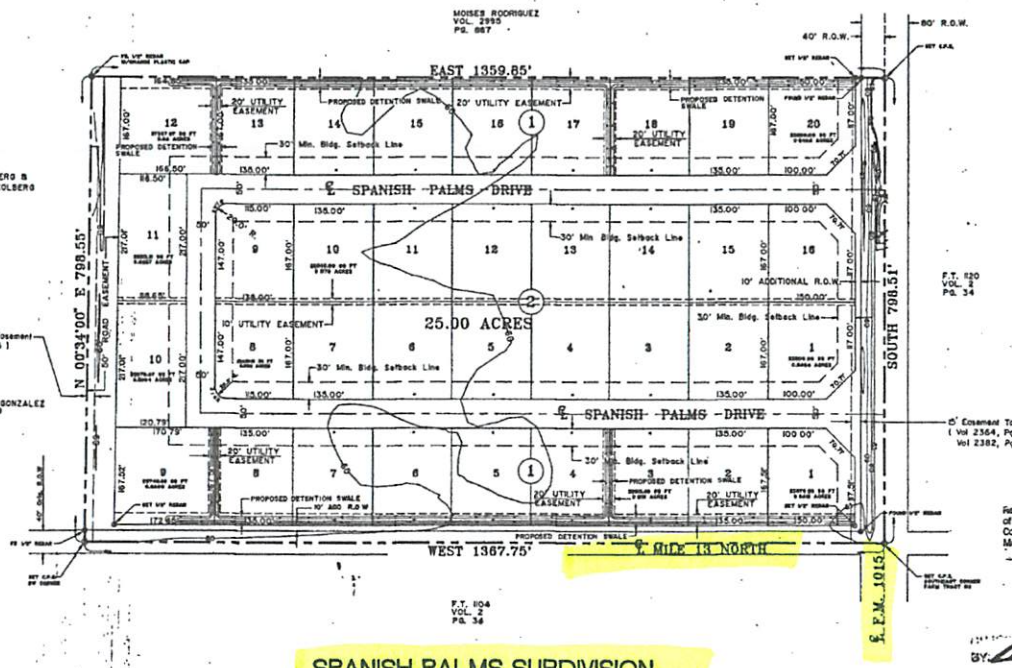
QUINTANILLA, HEADLEY AND ASSOCIATES, INC.
CONSULTING ENGINEERS · LAND SURVEYORS
124 E. STUBBS ST.
EDINBURG, TEXAS 78539
ENGINEERING REGISTRATION NUMBER F-1513
SURVEYING REGISTRATION NUMBER 100411-00
PHONE 956-381-6400
FAX 956-381-0827
office@choengineering.com

FILENAME: P:\JADAC\SUBD\HIDALGO CO.\VISTA RIDGE ACRES\VISTA RIDGE PH. V-PLAT			
DATE PREPARED	PREPARED BY:	CHECKED BY:	APPROVED BY:
JUNE 26, 2013	L.R.	A.G.	A.G.
DATE REVISED	REVISED BY:	CHECKED BY:	APPROVED BY:
OCT. 9, 2014	R.R.	A.G.	A.G.

SHEET NO. 4 of 7


LOT 14, BLOCK 77, MISSOURRI-TEXAS LAND AND IRRIGATION CAOMPANY'S SUBDIVISION RECORDED IN VOLUME 1, PG. 29, MAP RECORDS, HIDALGO COUNTY, TEXAS
LOT 15, BLOCK 77, MISSOURRI-TEXAS LAND AND IRRIGATION CAOMPANY'S SUBDIVISION RECORDED IN VOLUME 1, PG. 29, MAP RECORDS, HIDALGO COUNTY, TEXAS
LOT 16, BLOCK 77, MISSOURRI-TEXAS LAND AND IRRIGATION CAOMPANY'S SUBDIVISION RECORDED IN VOLUME 1, PG. 29, MAP RECORDS, HIDALGO COUNTY, TEXAS
LOT 3, BLOCK 86, MISSOURRI-TEXAS LAND AND IRRIGATION CAOMPANY'S SUBDIVISION RECORDED IN VOLUME 1, PG. 29, MAP RECORDS, HIDALGO COUNTY, TEXAS
MILE 20 NORTH ROAD
MILE 5 1/2 WEST ROAD
S 80°40' E 452.42'
S 80°40' E 880.00'
N 09°39'42" E 2445.59'
S 09°20' W 1320.00'
N 09°20' E 1320.00'
S 09°20' W 1320.00'
S 80°40' E 1748.00'
N 80°40' W 412.31'
S 80°40' E
N 80°40' W
147 1.22 AC. 412.40'
148 1.19 AC. 412.39'
145 1.19 AC. 412.28'
144 1.19 AC. 412.37'
143 1.19 AC. 412.28'
142 1.19 AC. 412.35'
141 1.19 AC. 412.34'
140 1.19 AC. 412.33'
139 1.19 AC. 412.32'
138 1.19 AC. 412.31'
89 1.27 ACRES 410.00'
70 1.19 ACRES 410.00'
71 1.19 ACRES 410.00'
72 1.19 ACRES 410.00'
73 1.19 ACRES 410.00'
74 1.19 ACRES 410.00'
75 1.19 ACRES 410.00'
76 1.19 ACRES 410.00'
77 1.19 ACRES 410.00'
78 1.19 ACRES 410.00'
79 1.27 ACRES 410.00'
80 1.19 ACRES 410.00'
81 1.19 ACRES 410.00'
82 1.19 ACRES 410.00'
83 1.19 ACRES 410.00'
84 1.19 ACRES 410.00'
85 1.19 ACRES 410.00'
86 1.19 ACRES 410.00'
87 1.19 ACRES 410.00'
88 1.19 ACRES 410.00'
57 58 59 65 66 67 68 51 52
VISTA RIDGE ACRES PHASE III RECORDED UNDER INSTRUMENT No. 2178399, MAP RECORDS, HIDALGO COUNTY, TEXAS
VISTA RIDGE ACRES PHASE III RECORDED UNDER INSTRUMENT No. 2178399, MAP RECORDS, HIDALGO COUNTY, TEXAS
VISTA RIDGE ACRES PHASE II RECORDED UNDER INSTRUMENT No. 2101107, MAP RECORDS, HIDALGO COUNTY, TEXAS
NORDINE DRIVE (40.00' COUNTY ROAD-not open)
P.O.B. FND. C.P.S. N.W. COR. VISTA RIDGE ACRES PHASE II
SET C.P.S. N.E. COR. VISTA RIDGE ACRES PHASE III
SET C.P.S. N.W. COR. VISTA RIDGE ACRES PHASE III
FND. C.P.S. S.W. COR. VISTA RIDGE ACRES PHASE III
FND. C.P.S. S.E. COR. VISTA RIDGE ACRES PHASE III
B.M. No.1 FND. 5/8" IRON ROD W/CAP MELDEN & HUNT N.W. COR. LOT 2, BLK. 88
B.M. No. 2 FND. C.P.S. N.W. COR. LOT 4, BLK. 85
EXCLUSIVE 15.00' EASEMENT TO N.A.W.S.C. RECORDED UNDER COUNTY CLERK'S DOCUMENT No. 1872467, O.R., H.C., TX.
EXCLUSIVE 15.00' EASEMENT TO N.A.W.S.C. RECORDED UNDER COUNTY CLERK'S DOCUMENT No. 2161727, O.R., H.C., TX.
EXCLUSIVE 15.00' EASEMENT TO N.A.W.S.C. RECORDED UNDER COUNTY CLERK'S DOCUMENT No. 2161727, O.R., H.C., TX.
EXCLUSIVE 15.00' EASEMENT TO N.A.W.S.C. RECORDED UNDER COUNTY CLERK'S DOCUMENT No. O.R., H.C., TX.
EXCLUSIVE 15.00' EASEMENT TO N.A.W.S.C. RECORDED UNDER COUNTY CLERK'S DOCUMENT No. O.R., H.C., TX.
EXCLUSIVE 15.00' EASEMENT TO N.A.W.S.C. RECORDED UNDER COUNTY CLERK'S DOCUMENT No. O.R., H.C., TX.
EXIST. 15.0' ELECTRICAL EASEMENT RECORDED UNDER INSTRUMENT No. 2101107, MAP RECORDS, HIDALGO COUNTY, TEXAS
EXIST. 15.0' ELECTRICAL EASEMENT
EXIST. ELECTRICAL EASEMENT
EXCLUSIVE 15.00' EASEMENT TO N.A.W.S.C. RECORDED UNDER COUNTY CLERK'S DOCUMENT No. 2161727, O.R., H.C., TX.
EXCLUSIVE 15.00' EASEMENT TO N.A.W.S.C. RECORDED UNDER COUNTY CLERK'S DOCUMENT No. 2161727, O.R., H.C., TX.
EXCLUSIVE 15.00' EASEMENT TO N.A.W.S.C. RECORDED UNDER COUNTY CLERK'S DOCUMENT No. 2161727, O.R., H.C., TX.
EXCLUSIVE 15.00' EASEMENT TO N.A.W.S.C. RECORDED UNDER COUNTY CLERK'S DOCUMENT No.

VOL. 31 PG. 75



SPANISH PALMS SUBDIVISION



Spanish Palms Subdivision, a subdivision containing 25.00 acres out of Farm Tract 113, Adams Tract Subdivision, Hidalgo County, Texas, and being more particularly described by metes and bounds as follows:

Beginning at set c.p.s. on the centerline of Mile 3 West (F.M. 1015), said c.p.s. being the Southeast corner of F.T. 113, for the Southeast corner of this tract of land;

Thence, West along the South line of said Farm Tract 113 and with the centerline of Mile 13 North, a distance of 1367.75 ft. to a set c.p.s. for the Southwest corner of said tract herein described;

Thence, North 00°, 34 minutes East, along the West line of said Farm Tract 113, a distance of 798.55 ft. to a found 1/2-inch rebar for the Northwest corner of this tract of land;

Thence, East a distance of 1319.85 ft. to a found 1/2-inch rebar on the West right-of-way line of F.M. 1015, and in all a total distance of 1359.85 ft. to a set c.p.s. on the centerline of Mile 3 West for the Northeast corner of this tract of land;

Thence, South along the centerline of Mile 3 West (F.M. 1015) a distance of 798.51 ft. to the POINT OF BEGINNING, AND CONTAINING 25.00 gross acres of land, more or less.

STATE OF TEXAS
COUNTY OF HIDALGO

We, the undersigned, owners of the land shown on this plat and designated herein as Spanish Palms Subdivision, a subdivision in Hidalgo County, Texas, and whose names are subscribed hereto, approve, accept, and adopt the accompanying map of said subdivision, and hereby dedicate to the use of the public streets, alleys, parks, water courses, drains, easements, and all public places thereon shown for the purposes and considerations therein expressed.

Jimmy Justin
1207 West Third St
Weslaco, Texas 78596

Casey Cantu
219 S 8th St, Suite F
Donna, Texas 78537

STATE OF TEXAS
COUNTY OF HIDALGO

Before me, the undersigned authority, on this day personally appeared Jimmy Justin and Casey Cantu, known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they executed the same for the purposes and considerations therein stated.

Given under my hand and seal of office this 9th day of Feb, 1996.

Notary Public, Hidalgo County, Texas

STATE OF TEXAS
COUNTY OF TEXAS

I, the undersigned, a Registered Public Surveyor and Engineer in the State of Texas, hereby certify that this plat is true and correctly made, and is prepared from an actual survey on the property made under my supervision on the ground, and further certify that proper engineering consideration has been given to this plat.

William R. Shea, RPS NO.3772, PE NO. 84878

I, the undersigned, Mayor of the City of Weslaco, hereby certify that this subdivision plat conforms to all requirements of the Subdivision Regulations of this City wherein my approval is required.

Mayor, City of Weslaco
Texas

STATE OF TEXAS
COUNTY OF HIDALGO

This plat of Spanish Palms Subdivision has been submitted to and considered by the Planning and Zoning Commission of the City of Weslaco, Texas, and is hereby approved by such Commission.

Dated this 20 day of MARCH 1996.

Chairman

Secretary

I, the undersigned, Judge of the County of Hidalgo, hereby certify that this Subdivision Plat conforms to all requirements of the Subdivision Regulations of this County wherein my approval is required.

County Judge- Hidalgo County

This plat approved by Hidalgo and Cameron Water Control and Improvement District No. 9 on this ____ day of _____ 1996.

Chairman

Secretary

Recorded in Volume 31 Page 75 of the map records of Hidalgo County, Texas
Malden and Hunt, Inc.

BY: [signature] 5-16-96

Note: Fire hydrant(s) are placed in this subdivision at the request of the City of Weslaco.

The FH(s) are placed on a non-fire rated system. The presence of the FH(s) does not guarantee that it will function properly during a fire, and the Engineer does not warrant or imply that it will.

NOTES:
(1) One single family dwelling per lot.
(2) No visible water wells are within 150 feet of any septic tank system.
(3) Building Setback Lines: a. Front setback line shall be 30 feet; b. Side setback line shall be 10 feet; & c. Rear setback line shall be 25 feet.
(4) The septic tank system shall be approved by the County Health Dept. before occupancy of the subdivision.
(5) Lot owners will connect to City services when they become available.
(6) Lots 1-9, Blk. 1, Lot 16, Blk. 2, and Lot 20, Blk. 1, shall only have entrance from the new street.
(7) No filling in or building on Swale Area

FLOOD DATA - ZONE C
AREAS OF MINIMAL FLOODING
COMMUNITY-PANEL NUMBER 480334 0450 B
EFFECTIVE DATE:
JANUARY 2, 1981

MIN. FLOOR ELEVATION 61.50

APPROVED FOR RECORDING
HIDALGO CO. DRAINAGE DEPT.
BY: [signature]
DATE: 6-18-96

DATE PREPARED NOV., 1995

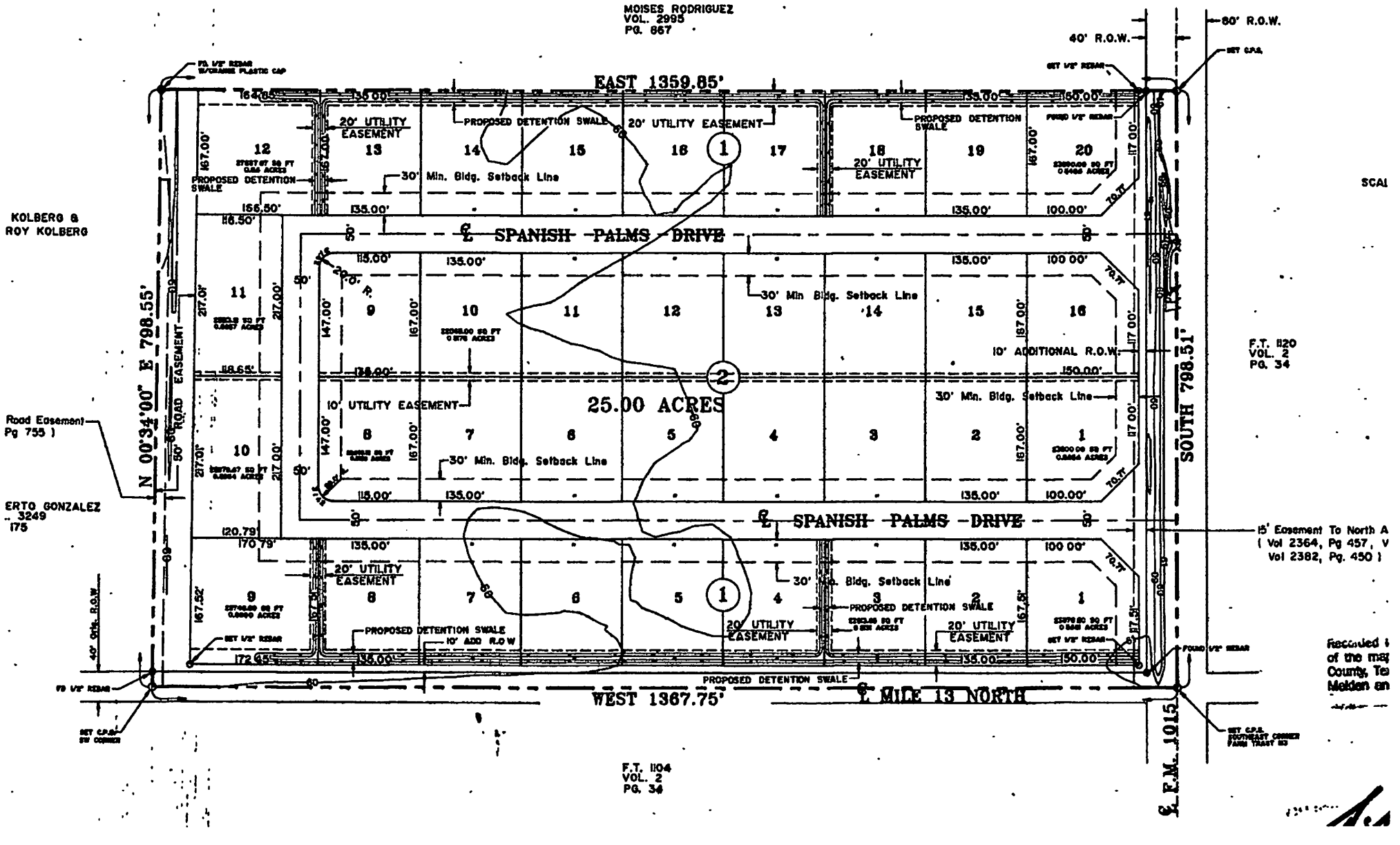
Sigler, Winston, Greenwood, & Associates, Inc.
SWG
CONSULTING ENGINEERS
WESLACO - McALLEN
TEXAS

Dora Walker 5-10-96

531914

MARCH 1996

File number O:\SP\SUBDIV\95-140


MOISES RODRIGUEZ
VOL. 2995
PG. 867
EAST 1359.85'
40' R.O.W.
60' R.O.W.
SET C.P.S.
SET 1/2" REBAR
FOUND 1/2" REBAR
20' UTILITY EASEMENT
PROPOSED DETENTION SWALE
30' Min. Bldg. Setback Line
KOLBERG &
ROY KOLBERG
℄ SPANISH PALMS DRIVE
10' ADDITIONAL R.O.W.
25.00 ACRES
10' UTILITY EASEMENT
N 00°34'00" E 798.55'
50' ROAD EASEMENT
Road Easement
Pg 755)
ERTO GONZALEZ
- 3249
175
SOUTH 798.51'
F.T. 820
VOL. 2
PG. 34
15' Easement To North A
(Vol 2364, Pg 457, V
Vol 2382, Pg. 450)
40' Sth. R.O.W.
PROPOSED DETENTION SWALE
10' ADD R.O.W
WEST 1367.75'
℄ MILE 13 NORTH
℄ F.M. 1015
SET C.P.S.
SW CORNER
SET C.P.S.
SOUTHEAST CORNER
FARM TRACT 53
F.T. 1104
VOL. 2
PG. 34
SCAL
Recorded i
of the map
County, Te
Malden an

AI-51964 **Purchasing Department** **23. C. 1.**

CC - REGULAR

Meeting Date: 10/27/2015

Submitted For: Eddie Cantu, COMM. PCT. #2 **Submitted By:** Erika Zamora, COMM. PCT. #2

Department: COMM. PCT. #2

Information

CAPTION

Acceptance and approval of Work Authorization No. 3 (with an estimated cost of $9,955.28) as submitted by project engineer L&G Engineering for engineering services for Pct 2 Stewart & Doffin Road Rehabilitation Project located within Hidalgo County Precinct 2 through Contract No. C-15-097-03-17.

BACKGROUND

Work Authorization will be attached Monday 10/26/15.

Fiscal Impact

FISCAL YEAR: 2015 **ACCT. #:** 5-1200-431-00-122-006-0-334

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

BUDGETARY IMPACT:

Funding pending approval of AI#51961 CC 10/27/15.

Account available balance as of 10-23-15 $3,000

Attachments

WA

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Darlene Betancourt	10/23/2015 02:44 PM
Budget & Management	Veronica Ortiz	10/23/2015 02:49 PM
Manuel Chapa	Manuel Chapa	10/23/2015 04:51 PM
Auditor's Office	Monica Badillo	10/23/2015 07:16 PM
Form Started By: Erika Zamora		Started On: 10/23/2015 11:25 AM
Final Approval Date: 10/23/2015		

L&G Engineering
Transportation Consultants

October 26, 2015

Mr. Armando Garza, Chief Administrator
Attn: Ms. Erika Zamora, Director of Administrative Operations
Hidalgo County Precinct No. 2
300 West Hall Acres
Pharr, Texas 78589

RE: On-Call Services for "Road and Bridge, C.I.P. and Other Projects in General"
Work Authorization #3 – Stewart & Doffin Road Rehabilitation Project

Dear Ms. Zamora,

Attached for your review and approval is Work Authorization #3 to the On-Call Services for "Road and Bridge, C.I.P. and Other Projects in General" Contract with Hidalgo County Precinct No. 2. This submittal is made to you in duplicate form for your further coordination with Commissioner Cantu.

We appreciate the opportunity to provide our professional services and look forward to working with you. Should you have any questions, please feel free to give me a call at (956) 585-1909.

Sincerely,

David A. Saenz, P.E., C.F.M.
Project Manager

cc: Mr. Jacinto Garza, P.E. – L&G Engineering

Attachments: Work Authorization #3

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

HIDALGO COUNTY
Professional Engineering Services
Agreement #C-15-097-03-17

WORK AUTHORIZATION NO. 3

THIS WORK AUTHORIZATION is made pursuant to the terms and conditions of Section I.A. of the Agreement made by and between **HIDALGO COUNTY**, action herein by and through the **Commissioner's Court**, hereinafter called the "**Owner**," and, **L&G Consulting Engineers, Inc.** d/b/a **L&G Engineering**, professional engineers of Mercedes Texas, hereinafter called "**Engineer**".

PART 1. SCOPE OF WORK
The purpose of this Work Authorization is for the "Engineer" to provide Engineering Services required for development of 2R Plan, Specifications & Estimates (PS&E) for the Stewart & Doffin Rd. Rehabilitation Project in Hidalgo County Precinct 2.

The scope of services to be provided by the **Owner** is identified in **EXHIBIT "A" – Scope of Services to be provided by the Owner** attached hereto.

The scope of services to be provided by the **Engineer** is identified in **EXHIBIT "B" – Scope of Services to be provided by the Engineer** attached hereto.

PART 2. ESTIMATED COST
The estimated cost for services under this Work Authorization is **$9,955.28**.This amount is based upon the costs outlined in the Estimated **Cost Proposal** attached hereto as **EXHIBIT "D".**

PART 3. PAYMENT
Compensation and payment to the Engineer for the services established under this Work Authorization shall be made in accordance with Article/Part/Section _4_ of the Agreement.

PART 4. FUNDING
This Work Authorization No. 3 shall be funded through funding source:
Account No. _-_ _ _ _-_ _ _-_ _-_ _ _-_ _ _-_-_ _ _
Requisition Number _____ **(MUST BE INCLUDED AFTER CC APPROVAL)**

PART 5. PERIOD OF SERVICE
This Work Authorization shall become effective on the date of final acceptance of the parties hereto, and terminate **upon completion of scopes of the work authorization**.

PART 6. RESPONSIBILITIES AND OBLIGATIONS

This Authorization does not waive the parties' responsibilities and obligations provided under the **Agreement**.

PART 7. ACKNOWLEDGEMENT AND CONFIRMATION

Acknowledgement and Confirmation by Hidalgo County Precinct No.2, Commissioner, Eduardo Cantu, as to content and detail of this **Work Authorization No. 3.**

HIDALGO COUNTY
COMMISSIONER PRECINCT No. 2:

BY: _____

PART 8. ACCEPTANCE AND APPROVAL

This Work Authorization is hereby accepted, approved by Hidalgo County Commissioners' Court on _____(cc approval date)_____ as indicated below and effective as of _____ day of _____, 2015.

THE ENGINEER:
L&G ENGINEERING

_____
By: Jacinto Garza, P.E.

THE OWNER:
HIDALGO COUNTY

_____
By: Ramon Garcia, County Judge

ATTEST:

_____
By: Arturo Guajardo Jr., County Clerk

EXHIBIT A

-Scope of Services to be provided by the County

The following provides an outline of the services to be provided by the Owner in the development of Projects (as defined and more particularly identified in Exhibit "A" attached to this Agreement).

General:

The Owner will provide to the Engineer the following:

1) Provide the authorization to proceed with services through coordination with the project consulting and design Engineer.
2) Payment for work performed by the Engineer and accepted by the Owner in accordance with Article 3 of this Agreement.
3) Assistance to the Engineer, as necessary, to obtain the required data and information from other local, regional, State and Federal agencies the Engineer cannot easily obtain.
4) Provide any available relevant data the Owner may have on file concerning the projects.
5) Provide timely review and decisions in response to the Engineer's request for information and/or required submittals and deliverables, in order for the Engineer to maintain the agreed upon work schedule prepared in accordance with Exhibit "A" attached to this Agreement.
6) Attend and participate in progress meetings as required and as coordinated and conducted by Engineer.
7) Provide the authorization to proceed with services on project by project basis through consulting design and construction Engineer.

EXHIBIT "B"

Services to be Provided by the Engineer

PROJECT INFO:

- **Project Name:** **Stewart & Doffin Rd. Rehabilitation Project**
- **Project Limits:** **Hidalgo County Precinct 2**
  Stewart Rd. – From Doffin Rd. to US 281 (Military Rd.) (0.43 Miles)
  Doffin Rd. – From Cattle Process Facility to Stewart Rd. (0.40 Miles)

GENERAL SCOPE OF WORK:

The work to be performed by the **Engineer** under this Work Authorization shall consist of providing Engineering Services required for development of 2R Plan, Specifications & Estimates (PS&E) for the Stewart & Doffin Rd. Rehabilitation Project in Hidalgo County Precinct 2 hereinafter denoted as the **Project**.

The **Engineer** will furnish all equipment, materials, supplies, and incidentals as needed to perform the services required by this Work Authorization, except as otherwise specified in Exhibit A, "Services to be Provided by the **County**".

Specific activities to be performed by the **Engineer,** as generally outlined in the Contract, include the following:

SECTION 7 – ROADWAY DESIGN CONTROLS

(Function Code 160)

Services Provided By: ENGINEER	COUNTY	
		The Engineer shall provide Engineering Services for the development of 2R PS&E for the subject project including:
YES	NO	Title Sheet
YES	NO	Project Layout
YES	NO	Existing & Proposed Typical Sections
YES	NO	Seal Coat Selection Sheet

SECTION 10 – MISCELLANEOUS (ROADWAY)

(Function Code 163)

Services Provided By:
ENGINEER COUNTY

The Engineer shall provide Engineering Services for the development of 2R PS&E – Miscellaneous Services for the subject project including:

YES NO Basis of Estimate

YES NO General Notes & Specifications

YES NO Traffic Control Plan (in accordance with TMUTCD)

YES NO Erosion Control

YES NO Meetings, Coordination & Support for Project Development

SECTION 12 – CONSTRUCTION PHASE SERVICES

(Function Code 320)

Services Provided By:
ENGINEER COUNTY

The Engineer shall provide Construction Phase Services for the subject project including:

YES NO Oversight, Negotiation & Management of Construction Phase Services

YES NO Construction Inspection (Secondary Field Verification Role)

EXHIBIT "C"
PROJECT SCHEDULE
On-Call Services for "Road and Bridge, C.I.P. and Other Projects in General"

WA #3 - Stewart Doffin Rd. Rehabilitation Project

	2015											
TASK AND DESCRIPTION	**JAN**	**FEB**	**MAR**	**APR**	**MAY**	**JUN**	**JUL**	**AUG**	**SEP**	**OCT**	**NOV**	**DEC**
Engineering Services for 2R PS&E												
Construction Phase Services for 2R PS&E												

EXHIBIT D
FEE PROPOSAL
On-Call Services for "Road and Bridge, C.I.P. and Other Projects in General"
Stewart & Doffin Road Rehabilitation Project

		MANHOURS						
		Senior Project Manager	Senior Engineer	Project Engineer	Senior Engineering Technician	CADD Operator	Admin / Clerical	L&G TOTAL HOURS
	Roadway Design Controls (FC 160)							
1	Title Sheet			2		4		6
2	Project Layout			2		4		6
3	Existing & Proposed Typical Sections			2		6		8
4	Seal Coat Selection Table	2		2		2		6
	Miscellaneous (Roadway) (FC 163)							
1	Basis of Estimate	2		2		2		6
2	General Notes & Specifications	2		2		2		6
3	Traffic Control Plan (in accordance with TMUTCD)			2		8		10
4	Erosion Control			2		4		6
5	Meetings, Coordination & Support for Project Development	2		4		4		10
	Construction Phase Services (FC 320)							
1	Oversight, Negotiation & Management of Construction Phase Services	4		4	4			12
2	Construction Inspection (Secondary Field Verification Role)			4	8			12
	Subtotal Hours	**12**	**0**	**28**	**12**	**36**	**0**	**88**
	Hourly Base Rate	$ 70.00	$ 58.00	$ 43.00	$ 30.00	$ 22.00	$ 20.00	
	FY 15 Contract Hourly Rate w/ OH Mult. (178.12%) & Fixed Fee (12.00%)	$ 218.04	$ 180.66	$ 133.94	$ 93.45	$ 68.53	$ 62.30	
	Total Labor Costs	**$ 2,616.48**	**$ -**	**$ 3,750.32**	**$ 1,121.40**	**$ 2,467.08**	**$ -**	**$ 9,955.28**

Grand Total $ 9,955.28

AI-51936 **Purchasing Department** **23. C. 2.**

CC - REGULAR

Meeting Date: 10/27/2015

Submitted For: Marty Salazar, PURCHASING DEPT.

Submitted By: Marty Salazar, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

A. Requesting exemption from competitive bidding requirements under TxLGC, Chapter 262, Section .024 (1)(2)(3) and approval of Order [i.e. entered into minutes/record of Commissioners Court proceedings];
B. Acceptance of a proposal and approval to award a contract [through PO] to the vendor submitting lowest and best bid [meeting all specifications and/or requirements] to _____ for an emergency road repair to Stewart & Doffin Road Rehabilitation Project

BACKGROUND

Pct. #2 is requesting approval of a Work Authorization on this same meeting to have engineer draft the specifications.

Fiscal Impact

FISCAL YEAR: 2015 **ACCT. #:** 5-1200-431-00-122-006-0-430

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

BUDGETARY IMPACT:

See Agenda item #51961 for funding and appropriation by Pct. #2

Account available balance as of 10-23-15 $42,527.81

Attachments

Health Dept Declaration

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	10/23/2015 03:48 PM
Budget & Management	Veronica Ortiz	10/23/2015 03:51 PM
Manuel Chapa	Manuel Chapa	10/23/2015 04:51 PM
Auditor's Office	Monica Badillo	10/23/2015 07:16 PM
Form Started By: Marty Salazar		Started On: 10/22/2015 11:47 AM
Final Approval Date: 10/23/2015		

Hidalgo County Health and Human Services Department

1304 S. 25th Ave. • Edinburg, Texas 78542
Tel: (956) 383-6221 • Fax: (956) 383-8864

Iván Meléndez, M.D., M.B.A.
Health Authority / Chief Physician

Eduardo Olivarez
Chief Administrative Officer

October 22, 2015

Commissioner Eduardo Cantu, Precinct 2
County of Hidalgo
300 W. Hall Acres, Suite G
Pharr, TX 78577

Dear Commissioner Cantu,

The Hidalgo County Health & Human Services Department (HC-HHSD) has been made aware of a public health concern that involves bovine fecal matter being improperly contained and transported near produce fields which may be at risk of cross-contamination. This is an issue that must be addressed immediately to assure the public health and safety of the residents and to safeguard the nearby produce from contamination with disease-causing microorganisms.

The main microorganisms found on bovine fecal matter include *E.coli O157:H7, Salmonella sp.* and *Listeria monocytogenes*. These human disease-causing pathogens may lead to a foodborne outbreak and hospitalizations or deaths to immune-compromised individuals (i.e., children, older adults, pregnant woman, unborn fetuses, and chronic disease patients). The most common signs and symptoms of these foodborne illnesses include, but are not limited to: abdominal cramps, nausea, vomiting, and fever.

The additional attestation demonstrating this as a public health risk is evident from the Texas A&M AgriLife Extension correspondence from Juan R. Anciso, Ph.D, dated October 16, 2015 (attached); therefore, I strongly encourage Precinct 2 to take measures to remedy this potentially hazardous situation. The primary goal is to protect the health and safety of our residents in Hidalgo County and any potential consumers.

If you have any questions or concerns, please feel free to contact me at eddie.olivarez@hchd.org and/or (956) 457-1772.

Respectfully,

Eduardo Olivarez, Chief Administrative Officer
Hidalgo County Health & Human Services

TEXAS A&M AGRILIFE EXTENSION

2401 East Highway 83
Weslaco, Texas 78596
October 16, 2015

To Whom It May Concern:

It has been brought to my attention that cattle fecal matter from trucks is near produce fields and what human health concerns could this situation create. In recent years, many cases of foodborne illness and deaths have resulted from disease-causing microorganisms (pathogens) on fresh produce. These human disease causing pathogens come from fecal matter of domestic and wild animals. The CDC lists animals of concern such as cattle, sheep, goats, pigs, deer and elk for produce growers to take the best exclusion measures possible to prevent fecal contamination of the produce fields thus reducing the risk of a foodborne outbreak on their produce crop. The main microorganisms found on cattle fecal matter include *E. coli* O157:H7, *Salmonella* sp. and *Listeria monocytogenes*. *E coli* O157:H7 is commonly found in the gastrointestinal tract of cattle. Researchers have found it in up to 34 percent of the fecal samples collected at cattle holding operations, dairy farms and slaughterhouses. The 2006 foodborne outbreak on spinach was traced to *E. coli* O157:H7 that was later recovered from fecal matter of cattle and wild hogs which were near the spinach fields. Through DNA technology/fingerprinting, it was established that the source that caused hundreds of individuals to get ill as well as 5 individuals to pass away was from those nearby cattle and the one wild hog that was slaughtered. Therefore, produce operations take cattle operations and certain types of animal fecal matter very serious since previous produce foodborne outbreaks have been traced to them. If you have any questions please feel free to contact me.

Sincerely,

Juan R. Anciso

Juan R. Anciso, Ph.D.
Professor and Extension Specialist
Texas A&M AgriLife Extension Service – District 12
Phone: 956.968.5581
Fax: 956.969.5639
Email: j-anciso@tamu.edu

AI-51934 **Purchasing Department** **23. D. 1.**

CC - REGULAR

Meeting Date: 10/27/2015

Submitted For: Marty Salazar, PURCHASING DEPT.

Submitted By: Rocio Villarreal, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

Acceptance and approval of Work Authorization No. 1 (with an estimated cost of $11,705.00) as submitted by project engineer, Javier Hinojosa Engineering for: "Paving Improvements for the Turning Lane along Abram Road at Agua SUD" within Hidalgo County Pct. No. 3 through Contract #C-15-225-09-15.

BACKGROUND

Sandra,

Mingo confirmed it's 100% county.

From: "Sandra Flores" <sandrae.flores@auditor.co.hidalgo.tx.us>
To: "Norma Ceballos" <norma.ceballos@co.hidalgo.tx.us>
Sent: Monday, October 26, 2015 3:33:10 PM
Subject: RE: AI-51934 Regular Agenda 10/27/15

Since Abram Road is adjacent to the City of Peñitas, could you please advise if this project will be 100 % county or if a portion belongs to the city?

Fiscal Impact

FISCAL YEAR: 2015 **ACCT. #:** 5-1200-431-00-123-005-0-721

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

BUDGETARY IMPACT:

Funds available through Req. 285998.

Attachments

WA#1

map

C

A

B

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	10/22/2015 04:34 PM
Budget & Management	Veronica Ortiz	10/23/2015 08:25 AM
Glinda Pacheco	Glinda Pacheco	10/23/2015 01:13 PM
Auditor's Office	Monica Badillo	10/23/2015 07:16 PM
Form Started By: Rocio Villarreal		Started On: 10/22/2015 11:37 AM
Final Approval Date: 10/23/2015		

HIDALGO COUNTY

Professional Engineering Services
Contract # C-15-225-09-15
Work Authorization Form

WORK AUTHORIZATION NO. 1

THIS WORK AUTHORIZATION is made pursuant to the terms and conditions of Section I.A. of the Agreement made by and between **HIDALGO COUNTY**, action herein by and through the **Commissioner's Court**, hereinafter called the "**Owner**," and, **JAVIER HINOJOSA ENGINEERING** professional engineers of **MCALLEN,** Texas, hereinafter called "**Engineer**".

PART 1. SCOPE OF WORK

The purpose of this Work Authorization is for the **Engineer** to provide **Engineering services required for the preparation of construction plans for the paving improvements for the turning lanes along Abram Road at Agua SUD.**

The scope of services to be provided by the **Owner** is identified in ***EXHIBIT "A" – Scope of Services to be Provided by the Owner*** attached hereto.

The scope of services to be provided by the **Engineer** is identified in ***EXHIBIT "B" – Scope of Services to be Provided by the Engineer*** attached hereto.

PART 2. ESTIMATED COST

The estimated cost for services under this Work Authorization is **$11,705.00**. This amount is based upon the costs outlined in the Estimated **Cost Proposal** attached hereto as **EXHIBIT "C".**

PART 3. PAYMENT

Compensation and payment to the Engineer for the services established under this Work Authorization shall be made in accordance with Article/Part/Section _____ of the Agreement.

PART 4. FUNDING

This Work Authorization No. **1** shall be funded through funding source:
Account No. 5-1200-431-00-123-005-0-121
Requisition Number 285998 **(MUST BE INCLUDED AFTER CC APPROVAL)**

PART 5. PERIOD OF SERVICE

This Work Authorization shall become effective on the date of final acceptance of the parties hereto, and terminate upon completion of scopes of the work authorization or _____.

PART 6. RESPONSIBILITIES AND OBLIGATIONS
This Authorization does not waive the parties' responsibilities and obligations provided under the **Agreement**.

PART 7. **ACKNOWLEDGEMENT AND CONFIRMATION**
Acknowledgement and confirmation by Hidalgo County Precinct No. **3** Commissioner **Joe M. Flores** as to content and detail of this Work Authorization No. **1**.

HIDALGO COUNTY
COMMISSIONER PRECINCT NO.**3**:

BY:_____

PART 8. ACCEPTANCE AND APPROVAL
This Work Authorization is hereby accepted, approved by Hidalgo County Commissioners' Court on _____ as indicated below and effective as of _____ day of_____, 2015.

THE ENGINEER:
JAVIER HINOJOSA ENGINEERING

_____
By: Javier Hinojosa, P.E, Owner

THE OWNER:
HIDALGO COUNTY

_____
By: Ramon Garcia, County Judge or Presiding Officer

ATTEST:

_____
by: Arturo Guajardo Jr., County Clerk

LIST OF ATTACHMENTS

ATTACHMENT "A" - Service to be Provided by the Owner
ATTACHMENT "B" - Services to be Provided by the Engineer
ATTACHMENT "C" - Cost Proposal

EXHIBIT "D"
Preliminary Cost Estimate
Hidalgo County Precinct No. 3
Abram Road Turning Lane Improvements
(Agua SUD and Ann Richards Middle School)
Prepared By: Javier Hinojosa Engineering
October 13, 2015

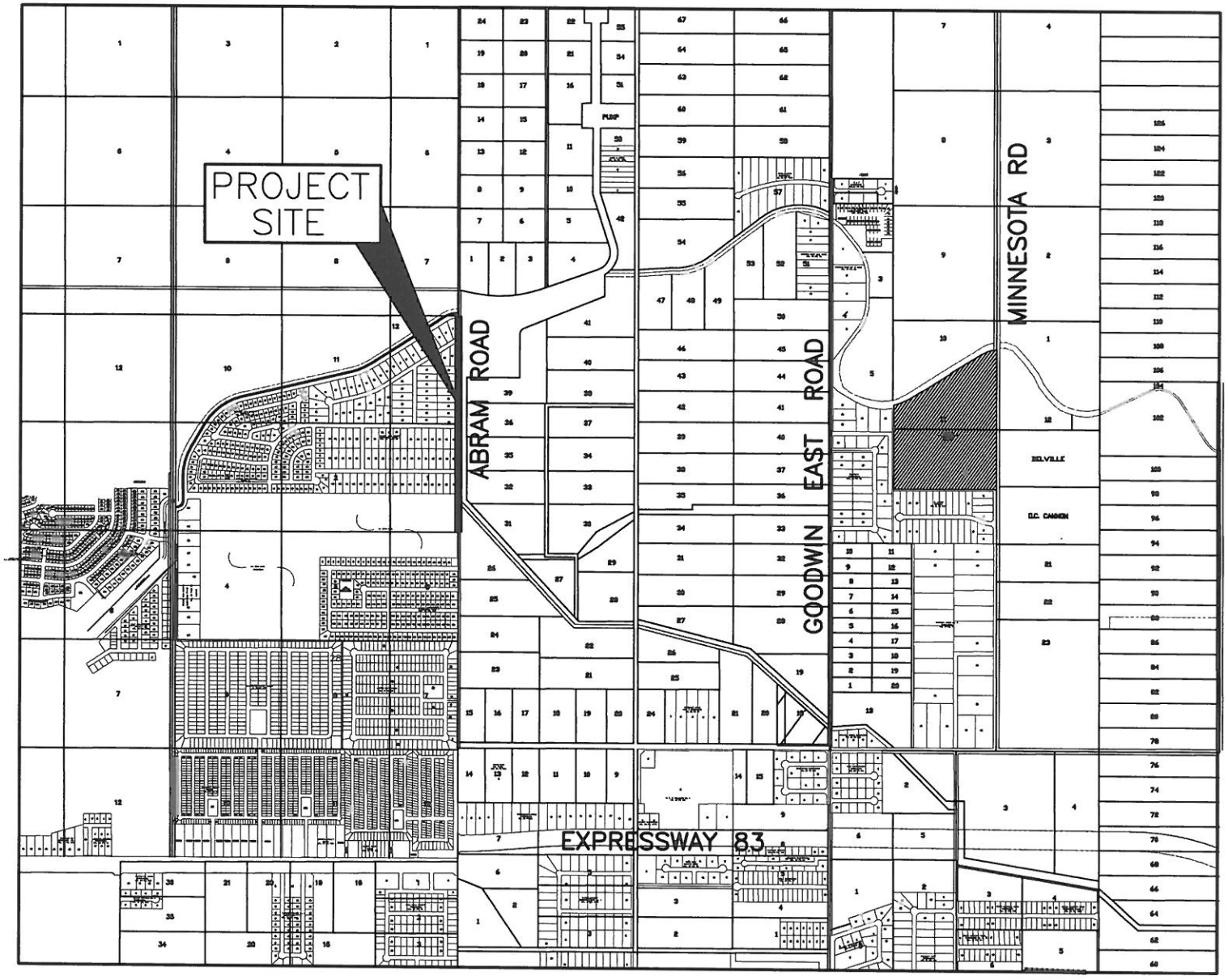
Abram Road Turning Lane

1.	Unc. Excavation	1,300	CY	@	$5.00	=	$6,500.00
2.	Subgrade Preparation	1,900	CY	@	$2.00	=	$3,800.00
3.	Grade Bar Ditches	2,000	LF	@	$2.00	=	$4,000.00
4.	8" Flexible Base	1,900	SY	@	$12.00	=	$22,800.00
5.	2" HMAC	1,800	SY	@	$15.00	=	$27,000.00
6.	Lime Treated Subgrade (If Required)	1,900	SY	@	$2.00	=	$3,800.00
7.	Lime (If Required)	25	TONS	@	$185.00	=	$4,625.00
8.	Driveway Repair	8	EA	@	$500.00	=	$4,000.00
9.	18" RC Pipe Culvert	200	LF	@	$40.00	=	$8,000.00
10.	Safety End Treatment	8	EA	@	$1,500.00	=	$12,000.00
11.	Striping	LUMP	SUM	@	$5,000.00	=	$5,000.00
12.	Traffic Control	LUMP	SUM	@	$10,000.00	=	$10,000.00

Subtotal Improvements	:	**$111,525.00**
Engineering Fee	:	**$11,705.00**
Contingency (10%)	:	**$11,152.50**
Laboratory Testing	:	**$3,345.75**
Total	:	**$137,728.25**

Javier Hinojosa Engineering
Engineering Contract Rates
Project: Hidalgo County Precinct No. 3
Abram Road Turning Lane Improvements
(Agua SUD and Ann Richards Middle School)

Project Description: Work Authorization No. 1 Hidalgo County Precinct No. 3 Abram Road Turning Lane Improvements (Agua SUD and Ann Richards Middle School)	Principal	Project Manager/Engineer	Engineering Assistant	R.P.L.S.	G.P.S. Survey Crew	3 Man Survey Crew	Project Inspector	CADD Operator/Designer	Admin./Clerical	Total Hours & Cost
Preliminary Phase	0	5	5	0	0	13	0	12	0	35
Design Phase	0	13	13	0	0	3	0	24	5	58
Construction Phase	0	7	7	0	0	8	0	3	2	27
TOTAL HOURS	0	25	25	0	0	24	0	39	7	120
RATE PER HOUR	$225.00	$150.00	$95.00	$145.00	$150.00	$110.00	$70.00	$70.00	$30.00	
TOTAL COST	$0.00	$3,750.00	$2,375.00	$0.00	$0.00	$2,640.00	$0.00	$2,730.00	$210.00	$11,705.00



LOCATION MAP

EXHIBIT "C"
Preliminary Cost Estimate
Hidalgo County Precinct No. 3
Abram Road Turning Lane Improvements
(Agua SUD and Ann Richards Middle School)
Prepared By: Javier Hinojosa Engineering
October 13, 2015

Abram Road Turning Lane

1.	Unc. Excavation	1,300	CY	@	$5.00	=	$6,500.00
2.	Subgrade Preparation	1,900	CY	@	$2.00	=	$3,800.00
3.	Grade Bar Ditches	2,000	LF	@	$2.00	=	$4,000.00
4.	8" Flexible Base	1,900	SY	@	$12.00	=	$22,800.00
5.	2" HMAC	1,800	SY	@	$15.00	=	$27,000.00
6.	Lime Treated Subgrade (If Required)	1,900	SY	@	$2.00	=	$3,800.00
7.	Lime (If Required)	25	TONS	@	$185.00	=	$4,625.00
8.	Driveway Repair	8	EA	@	$500.00	=	$4,000.00
9.	18" RC Pipe Culvert	200	LF	@	$40.00	=	$8,000.00
10.	Safety End Treatment	8	EA	@	$1,500.00	=	$12,000.00
11.	Striping	LUMP SUM		@	$5,000.00	=	$5,000.00
12.	Traffic Control	LUMP SUM		@	$10,000.00	=	$10,000.00

Subtotal Improvements	**:**	**$111,525.00**
Engineering Fee	**:**	**$11,705.00**
Contingency (10%)	**:**	**$11,152.50**
Laboratory Testing	**:**	**$3,345.75**
Total	**:**	**$137,728.25**

EXHIBIT "A"
Services to be Provided by the County

The following provides an outline of the services to be provided by the **County** in the development of the **Project .**

General
The **Owner** will provide to the **Engineer** the following:

(1) Payment for work performed by the **Engineer** and accepted by the **County** in accordance with Article 8 of this Agreement.

(2) Assistance to the **Engineer**, as necessary, to obtain the required data and information from other local, regional, State and Federal agencies that the **Engineer** cannot easily obtain.

(3) Provide any available relevant data the **County** may have on file concerning the project.

(4) Provide timely review and decisions in response to the **Engineer**'s request for information and/or required submittals and deliverables, in order for the **Engineer** to maintain the agreed-upon work schedule prepared in accordance with **EXHIBIT "C"** attached to this Agreement.

(5) Attend and participate in progress meetings as required and as coordinated and conducted by the **Engineer**.

EXHIBIT "B"
Services to be provided by the Engineer

The following provides an outline of the services to be provided by the **Engineer** in the development of the **Project.**

The ENGINEER will evaluate and design the Paving and Drainage Improvements as follows:

- Review existing conditions to develop the design criteria;
- Conduct field surveys to obtain information on existing conditions and topography on proposed roadways;
- Identify alignments and right of ways of proposed roadways;
- Develop typical cross sections for proposed roadway and drainage improvements;
- Prepare plans and specifications for the improvements;
- Assist in bidding of the improvements;
- Provide construction staking and periodic inspection services during the construction phase of the improvements.

AI-51979 **Purchasing Department** **23. E. 1.**

CC - REGULAR

Meeting Date: 10/27/2015

Submitted For: Marty Salazar, PURCHASING DEPT.

Submitted By: Letty Saenz, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

a. Requesting exemption from competitive bidding requirements under the Texas Local Government Code, Section 262.024 (A) (4) a professional surveying services.

b. Presentation of scoring grid (for the purpose of ranking by CC) of the firms graded and evaluated through the County's approved "pool" of professional surveying services for: (On Call) "Surveying Services" for projects located within Hidalgo County Precinct No. 4:

SURVEYING FIRMS

Firm	Aranda & Associates, Inc.	CVQ Land Surveyors	CDS Muery
Score by Evaluator 1	97	95	93
Ranking by CC			

c. Authority for the Purchasing Department to negotiate a professional services agreement for (On Call) "Surveying Services" for projects located within Hidalgo County Precinct No. 4, with the No. 1 ranked firm of: _____ for Surveying Services.

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

e. Presentation of the scoring grid (for the purposes of ranking by CC) the firms graded & evaluated through the County's approved "pool" of Engineering Firms for the provision of "professional engineering services" for (On Call) "Engineering Services" for projects located in Hidalgo County Precinct 4;

ENGINEERING FIRMS:

Firms	Dos Logistics, Inc.	Gonzalez, De La Garza & Associates, LLC	R.E. Garcia & Associates
Score by Evaluator 1	97	95	94
Ranking by CC			

f. Authority for the Purchasing Department to negotiate a professional engineering services agreement for (On Call) Engineering Services for projects located within Hidalgo County Precinct 4, with the No.1 ranked firm _____ for Engineering Services.

BACKGROUND

Request by Pct 4
Evaluation and Score Grid

Fiscal Impact

FISCAL YEAR: 2015 **ACCT. #:** 5-1200-431-00-124-007-0-334

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

BUDGETARY IMPACT:

FISCAL YEAR: 2015 **ACCT. #:** 5-1200-431-00-124-007-0-339

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

BUDGETARY IMPACT:

Attachments

Grid-Surveying Services (On Call) Pct 4
Grid-Engineering Services (On Call) Pct 4
Memo by Pct 4-Engineering
Memo by Pct 4-Surveying
email request by Pct 4 for agenda placement

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Darlene Betancourt	10/23/2015 04:52 PM
Auditor's Office	Monica Badillo	10/23/2015 07:16 PM
Form Started By: Letty Saenz		Started On: 10/23/2015 03:12 PM
Final Approval Date: 10/23/2015		

PROFESSIONAL SERVICES

for

“ON CALL”

"SURVEYING SERVICES”

for projects located within

HIDALGO COUNTY PRECINCT No. 4

Scoring & Evaluation GRID

SURVEYING FIRMS

Total Scores	ARANDA & ASSOCIATES	CVQ LAND SURVEYORS	CDS MUERY
Evaluation	97	95	93
Ranking			

Scoring/Evaluation-completed by HC Precinct No. 4-Maria D. Lucio

PROFESSIONAL SERVICES
for
(ON CALL)
"ENGINEERING SERVICES"
for projects located within
HIDALGO COUNTY PRECINCT No. 4

Scoring & Evaluation GRID

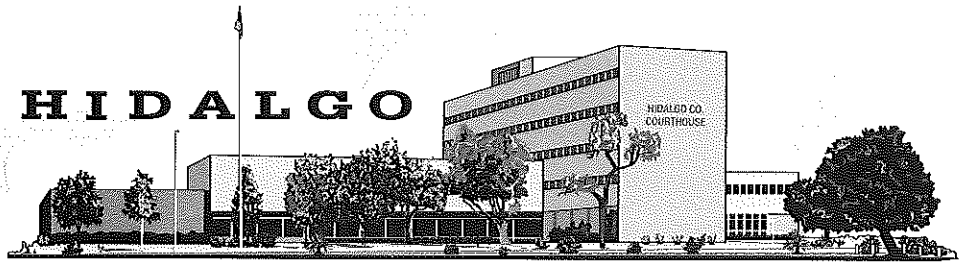
Engineering Firms

FIRMS	Dos Logistics, Inc.	Gonzalez, De La Garza & Associates, LLC	R. E. Garcia & Associates
Score by Evaluator 1	97	95	94
Ranking/Selection By HC Comm Crt			

Evaluation/Scoring -completed by HC Precinct No. 4 staff – Maria D. Lucio

COUNTY of HIDALGO

JOSEPH PALACIOS
1051 N. DOOLITTLE RD.
EDINBURG, TEXAS 78542
OFFICE: (956) 383-3112
FAX: (956) 381-5905



COUNTY COMMISSIONER, PCT. NO. 4

October 23, 2015

Letty Saenz, CPPB/ Contracts Manager
Hidalgo County Purchasing Department
2802S. Bus Hwy 281
Edinburg, Texas 78539

Re: Statements of Qualifications for Professional Engineering Services-Pct.4 On-Call Engineering Services

Dear Letty,

Attached you will find the three evaluations for the following professional engineering services:

Professional Engineering Services

1. *Dos Logistics, Inc.*
2. *Gonzalez, De La Garza & Associates LLC*
3. *R.E. Garcia & Associates*

As requested all have been evaluated once by the same evaluator. Please proceed with the submission to Commissioners Court for approval as soon as possible. The account we will reference for this agenda item will be 5-1200-431-00-124-007-0-334.

Should you require additional information feel free to contact me at (956)383-3112.

Sincerely,

Maria (Lulu) Lucio
Executive Assistant

EVALUATION CRITERIA
PROFESSIONAL ENGINEERING SERVICES POOL
RFQ No. 2015-006-02-04-YZV

EXHIBIT "B"

Selection Criteria	Points	Score
1. Professional Qualifications of Project Team (20 pts maximum)		
➢ Registered and licenses to practice in the State of Texas (i.e. certifications/registrations and other pertinent information that demonstrates their qualifications to perform the contract)	10	10
➢ Provides information on proposed professional Team qualifications to perform various types of contracts	5	5
➢ Team members identified in the organizational chart.	5	5
Comments/Rationale For Points: The firm is highly qualified to do the work for any project.		TOTAL 20
2. Experience of Project Team/Ability to Commit Resources (25 pts maximum)		
➢ Designate engineering staff members in an appendix form	5	5
➢ Identifying the project composition, project leadership, reporting responsibilities	10	10
➢ Experience of engineering staff to completely and efficiently perform the work.	10	9
➢		
Comments/Rationale For Points: The project team has extensive experience in most all fields of Engineering.		TOTAL 24
3. Methodology/Experience/Availability of Project Manager (20 pts maximum)		
➢ Firm's approach to the methodology and management to the scope of services for the project(s).	5	4
➢ Must be a Professional Engineer registered in the State of Texas and must be included in Appendix	5	5
➢ Project Manager must have five (5) types of projects plus be 85-100 % involvement with technical development of project	10	10
Comments/Rationale For Points: The project manager is readily available for all projects.		TOTAL 19
4. Understanding of Project/Similar Projects (25 pts maximum)		
➢ Demonstrate and understanding of the scope of services	5	5
➢ Address appropriate Federal/ State/ Local regulations and policies. Knowledge and experience of working with multiple entities, counties, cities, etc.	5	5
➢ Identify information to be gathered or obtained/proposed approach to complete the scope	5	4
➢ RFQ responsiveness. Response is clear, well organized, easy to evaluate, and appropriate to this RFQ.	5	5
➢ Reference Information including contact persons and telephone numbers.	5	5
Comments/Rationale For Points: The firm has a great understanding of similar projects.		TOTAL 24
5. Familiarity with Applicable Rules and Regulations (10 pts maximum)		
➢ Indicate passed experience of the proposed Firm knowledge of governmental regulations, appropriate codes, guidelines, professional standards and policies	5	5
➢ Must contain a narrative that outlines applicable regulations, guideline, standards, and policies	5	5
Comments/Rationale For Points: The firm is familiar with all rules and regulations.		TOTAL 10
	Total Score	97

Firm/Participant's Name: DOS Logistics, Inc.

Evaluator: Maria D. Lucio Department: Precinct 4

Project Name: On-Call Engineering Services PCT 4 Date: 10-20-15

EVALUATION CRITERIA
PROFESSIONAL ENGINEERING SERVICES POOL
RFQ No. 2015-006-02-04-YZV

EXHIBIT "B"

Selection Criteria	Points	Score
1. Professional Qualifications of Project Team (20 pts maximum)		
➢ Registered and licenses to practice in the State of Texas (i.e. certifications/registrations and other pertinent information that demonstrates their qualifications to perform the contract)	10	10
➢ Provides information on proposed professional Team qualifications to perform various types of contracts	5	4
➢ Team members identified in the organizational chart.	5	5
Comments/Rationale For Points: The team is qualified to do the work.		TOTAL 19
2. Experience of Project Team/Ability to Commit Resources (25 pts maximum)		
➢ Designate engineering staff members in an appendix form	5	5
➢ Identifying the project composition, project leadership, reporting responsibilities	10	9
➢ Experience of engineering staff to completely and efficiently perform the work.	10	9
➢		
Comments/Rationale For Points: The team is well staffed.		TOTAL 23
3. Methodology/Experience/Availability of Project Manager (20 pts maximum)		
➢ Firm's approach to the methodology and management to the scope of services for the project(s).	5	5
➢ Must be a Professional Engineer registered in the State of Texas and must be included in Appendix	5	5
➢ Project Manager must have five (5) types of projects plus be 85-100 % involvement with technical development of project	10	9
Comments/Rationale For Points: Experienced staff would be assigned and available as needed.		TOTAL 19
4. Understanding of Project/Similar Projects (25 pts maximum)		
➢ Demonstrate and understanding of the scope of services	5	5
➢ Address appropriate Federal/ State/ Local regulations and policies. Knowledge and experience of working with multiple entities, counties, cities, etc.	5	5
➢ Identify information to be gathered or obtained/proposed approach to complete the scope	5	4
➢ RFQ responsiveness. Response is clear, well organized, easy to evaluate, and appropriate to this RFQ.	5	5
➢ Reference Information including contact persons and telephone numbers.	5	5
Comments/Rationale For Points: The firm would review project and meet County personnel as needed.		TOTAL 24
5. Familiarity with Applicable Rules and Regulations (10 pts maximum)		
➢ Indicate passed experience of the proposed Firm knowledge of governmental regulations, appropriate codes, guidelines, professional standards and policies	5	5
➢ Must contain a narrative that outlines applicable regulations, guideline, standards, and policies	5	5
Comments/Rationale For Points: The firm is familiar with all rules and regulations.		TOTAL 10
	Total Score	95

Firm/Participant's Name: Gonzalez, De La Garza & Associates LLC.

Evaluator: Maria D. Lucio Department: Precint 4

Project Name: On-Call Engineering Services PCT 4 Date: 10-20-15

EVALUATION CRITERIA
PROFESSIONAL ENGINEERING SERVICES POOL
RFQ No. 2015-006-02-04-YZV

EXHIBIT "B"

Selection Criteria	Points	Score
1. Professional Qualifications of Project Team (20 pts maximum)		
➢ Registered and licenses to practice in the State of Texas (i.e. certifications/registrations and other pertinent information that demonstrates their qualifications to perform the contract)	10	10
➢ Provides information on proposed professional Team qualifications to perform various types of contracts	5	4
➢ Team members identified in the organizational chart.	5	4
Comments/Rationale For Points: The team is professional and qualifications are suitable.		TOTAL 18
2. Experience of Project Team/Ability to Commit Resources (25 pts maximum)		
➢ Designate engineering staff members in an appendix form	5	5
➢ Identifying the project composition, project leadership, reporting responsibilities	10	9
➢ Experience of engineering staff to completely and efficiently perform the work.	10	9
➢		
Comments/Rationale For Points: The team is well staffed.		TOTAL 23
3. Methodology/Experience/Availability of Project Manager (20 pts maximum)		
➢ Firm's approach to the methodology and management to the scope of services for the project(s).	5	5
➢ Must be a Professional Engineer registered in the State of Texas and must be included in Appendix	5	5
➢ Project Manager must have five (5) types of projects plus be 85-100 % involvement with technical development of project	10	9
Comments/Rationale For Points: Staff would be assigned and available as needed.		TOTAL 19
4. Understanding of Project/Similar Projects (25 pts maximum)		
➢ Demonstrate and understanding of the scope of services	5	5
➢ Address appropriate Federal/ State/ Local regulations and policies. Knowledge and experience of working with multiple entities, counties, cities, etc.	5	5
➢ Identify information to be gathered or obtained/proposed approach to complete the scope	5	4
➢ RFQ responsiveness. Response is clear, well organized, easy to evaluate, and appropriate to this RFQ.	5	5
➢ Reference Information including contact persons and telephone numbers.	5	5
Comments/Rationale For Points: The firm has complete understanding of scope of services required for similar projects.		TOTAL 24
5. Familiarity with Applicable Rules and Regulations (10 pts maximum)		
➢ Indicate passed experience of the proposed Firm knowledge of governmental regulations, appropriate codes, guidelines, professional standards and policies	5	5
➢ Must contain a narrative that outlines applicable regulations, guideline, standards, and policies	5	5
Comments/Rationale For Points: The firm is familiar with all rules and regulations		TOTAL 10
	Total Score	94

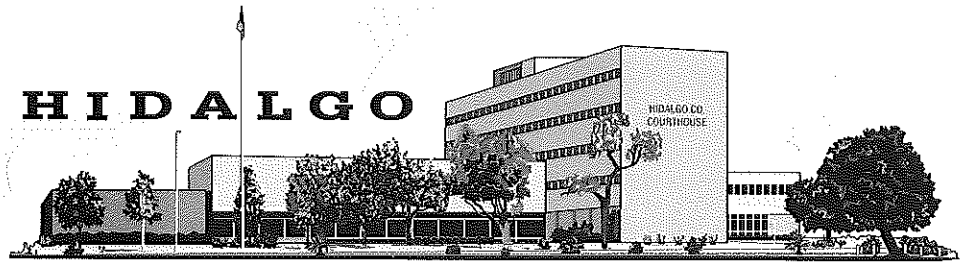
Firm/Participant's Name: R. E. Garcia & Associates

Evaluator: Maria D. Rucio Department: Precinct 4

Project Name: On-Call Engineering Services PCT4 Date: 10-20-15

COUNTY of HIDALGO

JOSEPH PALACIOS
1051 N. DOOLITTLE RD.
EDINBURG, TEXAS 78542
OFFICE: (956) 383-3112
FAX: (956) 381-5905



COUNTY COMMISSIONER, PCT. NO. 4

October 23, 2015

Letty Saenz, CPPB/Contracts Manager
Hidalgo County Purchasing Department
2802S. Bus Hwy 281
Edinburg, Texas 78539

Re: Statements of Qualifications for Professional Surveying Services-Pct.4 On-Call Professional Surveying Services

Dear Letty,

Attached you will find the three evaluations for the following professional surveying services:

Professional Surveying Services

1. *Arranda & Associates*
2. *CDS Muery*
3. *CVQ Land Surveyors*

As requested all have been evaluated once by the same evaluator. Please proceed with the submission to Commissioners Court for approval as soon as possible. The account we will reference for this agenda item will be 5-1200-431-00-124-007-0-339.

Should you require additional information feel free to contact me at (956)383-3112.

Sincerely,

Maria D. Lucio

Maria (Lulu) Lucio
Executive Assistant

EXHIBIT "B"
EVALUATION CRITERIA
HIDALGO COUNTY
(Including all funding sources, programs and entities)
PROFESSIONAL SURVEYING SERVICES
RFQ NO: 2015-010-02-04-MEG

Selection Criteria	Points	Score
1. RESPONSIVENESS (30 pts)		
➢ Requested information	5	5
➢ Thoroughness	5	5
➢ Understanding of Project	5	5
➢ List of references provided	5	5
➢ Clarity-Brevity	5	5
➢ Degree if Interest	5	5
Comments/Rationale For Points:		TOTAL 30
2. FIRM CAPABILITIES (45 pts)		
➢ Background	5	5
➢ Relevant experience	5	5
➢ Experience with similar projects	5	5
➢ Knowledge of area	5	5
➢ Timeliness of schedule	5	5
➢ Quality services previously provided to Hidalgo County	5	5
➢ Current workload	5	4
➢ Ability to commence various re-quested projects simultaneously	5	4
➢ Completion of projects within budgets	5	4
Comments/Rationale For Points:		TOTAL 42
3. STAFFING (25 pts)		
➢ Qualification of personnel	10	10
➢ Key personnel	10	10
➢ Required discipline skills	5	5
Comments/Rationale For Points:		TOTAL 25
	Total Score	97

Project Name: On-Call Surveying Services

Department: Hidalgo County Precinct 4

Firm/Participant: Aranda & Associates

Evaluator: William H. Garcia Date: 10-23-15

EXHIBIT "B"
EVALUATION CRITERIA
HIDALGO COUNTY
(Including all funding sources, programs and entities)
PROFESSIONAL SURVEYING SERVICES
RFQ NO: 2015-010-02-04-MEG

Selection Criteria	Points	Score
1. RESPONSIVENESS (30 pts)		
➢ Requested information	5	5
➢ Thoroughness	5	5
➢ Understanding of Project	5	5
➢ List of references provided	5	5
➢ Clarity-Brevity	5	5
➢ Degree if Interest	5	5
Comments/Rationale For Points: Meets requirements		TOTAL 30
2. FIRM CAPABILITIES (45 pts)		
➢ Background	5	4
➢ Relevant experience	5	4
➢ Experience with similar projects	5	4
➢ Knowledge of area	5	5
➢ Timeliness of schedule	5	5
➢ Quality services previously provided to Hidalgo County	5	4
➢ Current workload	5	5
➢ Ability to commence various re-quested projects simultaneously	5	4
➢ Completion of projects within budgets	5	5
Comments/Rationale For Points: The firm is capable of providing services.		TOTAL 40
3. STAFFING (25 pts)		
➢ Qualification of personnel	10	10
➢ Key personnel	10	10
➢ Required discipline skills	5	5
Comments/Rationale For Points: The firm is staffed appropriately		TOTAL 25
Total Score		95

Project Name: On-Call Surveying Services

Department: Hidalgo County Precinct 4

Firm/Participant: CVQ Land Surveyors

Evaluator: Maria D. Lucio Date: 10-23-15

EXHIBIT "B"
EVALUATION CRITERIA
HIDALGO COUNTY
(Including all funding sources, programs and entities)
PROFESSIONAL SURVEYING SERVICES
RFQ NO: 2015-010-02-04-MEG

Selection Criteria	Points	Score
1. RESPONSIVENESS (30 pts)		
➢ Requested information	5	5
➢ Thoroughness	5	5
➢ Understanding of Project	5	5
➢ List of references provided	5	5
➢ Clarity-Brevity	5	5
➢ Degree if Interest	5	5
Comments/Rationale For Points: Firm meets requirements		TOTAL 30
2. FIRM CAPABILITIES (45 pts)		
➢ Background	5	4
➢ Relevant experience	5	4
➢ Experience with similar projects	5	4
➢ Knowledge of area	5	5
➢ Timeliness of schedule	5	5
➢ Quality services previously provided to Hidalgo County	5	4
➢ Current workload	5	4
➢ Ability to commence various re-quested projects simultaneously	5	4
➢ Completion of projects within budgets	5	4
Comments/Rationale For Points: The firm is able to do the work.		TOTAL 38
3. STAFFING (25 pts)		
➢ Qualification of personnel	10	10
➢ Key personnel	10	10
➢ Required discipline skills	5	5
Comments/Rationale For Points: Staff is able to provide needed services		TOTAL 25
Total Score		93

Project Name: On-Call Surveying Services

Department: Hidalgo County Precinct 4

Firm/Participant: CDS Muery

Evaluator: Maria D. Lucio Date: 10-23-15

Zimbra **leticia.saenz@co.hidalgo.tx.us**

SOQ's On Call Engineer and Surveyor

From : Maria Lucio <maria.lucio@co.hidalgo.tx.us> Fri, Oct 23, 2015 03:34 PM
Subject : SOQ's On Call Engineer and Surveyor 1 attachment
To : Leticia H. Saenz <leticia.saenz@co.hidalgo.tx.us>
Cc : Jesus Ozuna <jesus.ozuna@co.hidalgo.tx.us>, veronica lopez <veronica.lopez@co.hidalgo.tx.us>

Ms. Letty,

Can you please place the following criteria sheets on the next agenda, thank you!

Respectfully,

Lulu Lucio
Executive Assistant
Hidalgo County Precinct #4
Ph: 956- 292-7000 Ext. 4026
Fax:956-381-5905
maria.lucio@co.hidalgo.tx.us

----- Forwarded Message -----
From: PCT4Admin@co.hidalgo.tx.us
To: "Maria" hidalgo.tx.us>
Sent: Friday, October 23, 2015 3:31:31 PM
Subject: Message from "RNP0026739EDEC6"

This E-mail was sent from "RNP0026739EDEC6" (MP C5503).

Scan Date: 10.23.2015 15:31:30 (-0500)
Queries to: PCT4Admin@co.hidalgo.tx.us

20151023153130302.pdf
2 MB

AI-51817 **Purchasing Department** **23. F. 1.**

CC - REGULAR

Meeting Date: 10/27/2015

Submitted For: Marty Salazar, PURCHASING DEPT.

Submitted By: Elena Gomez, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

Approval and acceptance of the final negotiated "Contract" [subject to compliance with all requirements] for [RFQ 2015-309-09-16-MEG] Chief Physican/Health Authority Services for Hidalgo County with the sole "qualified" respondent: Dr. Ivan G. Melendez, M.D.

BACKGROUND

Current Contract expires 11/01/2015
New Contract commencing 11/02/15

Fiscal Impact

FISCAL YEAR: 2015 **ACCT. #:** 5-1100-441-00-340-001-0-540

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

BUDGETARY IMPACT:

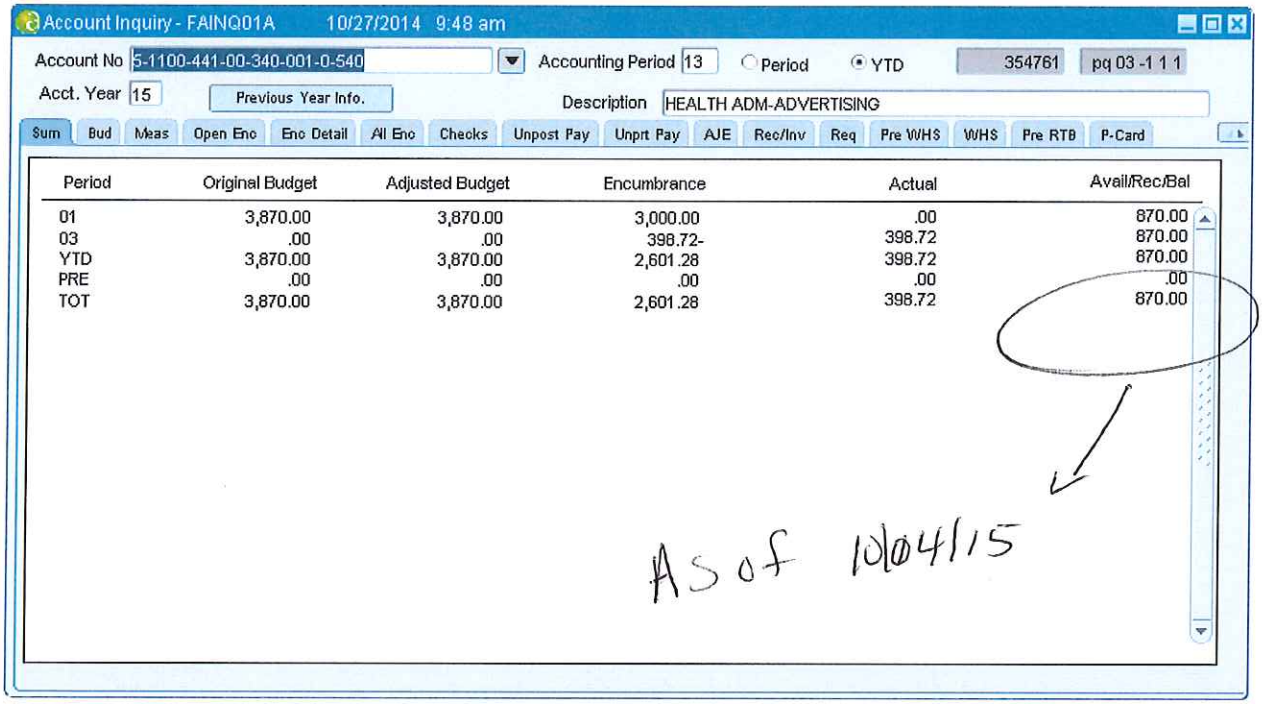
Funds available as of 10/23/15.
Additional funding will be appropriated as needed.

Attachments

Alio
Best and final Offer
Contract
legal

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Darlene Betancourt	10/23/2015 02:43 PM
Budget & Management	Veronica Ortiz	10/23/2015 02:49 PM
Glinda Pacheco	Glinda Pacheco	10/23/2015 04:25 PM
Auditor's Office	Monica Badillo	10/23/2015 07:16 PM
Form Started By: Elena Gomez		Started On: 10/14/2015 02:02 PM
Final Approval Date: 10/23/2015		


Account Inquiry - FAINQ01A 10/27/2014 9:48 am
Account No 5-1100-441-00-340-001-0-540
Accounting Period 13
Period
YTD
354761
pg 03 -1 1 1
Acct. Year 15
Previous Year Info.
Description HEALTH ADM-ADVERTISING
Sum Bud Meas Open Enc Enc Detail All Enc Checks Unpost Pay Unprt Pay AJE Rec/Inv Req Pre WHS WHS Pre RTB P-Card
Period Original Budget Adjusted Budget Encumbrance Actual Avail/Rec/Bal
01 3,870.00 3,870.00 3,000.00 .00 870.00
03 .00 .00 398.72- 398.72 870.00
YTD 3,870.00 3,870.00 2,601.28 398.72 870.00
PRE .00 .00 .00 .00 .00
TOT 3,870.00 3,870.00 2,601.28 398.72 870.00
As of 10/04/15

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: Dr. Ivan G. Melendez MD. via Email: ivanmelendez1960@hotmail.com

From: Elena Gomez, Procurement Process Coordinator
For: Martha L. Salazar, CPPB
Hidalgo County Purchasing Dept.

Date: October 14, 2015

Re: Negotiation for -"Chief Physician Services Request for Qualifications
RFQ No. 2015-309-09-16-MEG

Pursuant to action taken by Hidalgo County Commissioner's Court, please be advised that your organization has been selected/ranked #1 to enter into negotiations with County of Hidalgo for the above-referenced project.

The Hidalgo County Purchasing Department is asking for you to submit a best and final offer for the services for the mentioned project.

We request that you submit a proposed "Best and Final Offer" by no later than 10:00 am on Wednesday October 21, 2015.

If you have any questions, please call me at (956) 292-7000-Extension 4855. Thank you.

Best and final offer of the New Proposed contract

$ 7000.00 Monthly rate.

We ask that you approve by signing below acknowledgment of receipt with commitment to submit by deadline and return via email to Elena.gomez@co.hidalgo.tx.us

Signed: Ivan Melendez jr. **Title:** MD

Printed Name: IVAN MELENDEZ MD

THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

SERVICES AGREEMENT
C-15-309-10-27

THIS AGREEMENT is made as of the **27th** day of **October, 2015** by and between **HIDALGO COUNTY, TEXAS,** a political subdivision of the State of Texas ("County") and **Ivan Melendez, MD** the physician appointed by County as the Health Authority in accordance with the provisions of Chapter 121 of the Health and Safety Code ("the Physician") to serve at the pleasure of the Hidalgo County Commissioners' Court.

W I T N E S S E T H:

WHEREAS, County desires to contract with a person to provide the services necessary to act as Physician of County's Health & Human Services Department (hereinafter "Health Department") that are more specifically set forth hereinafter;

WHEREAS, Physician has agreed to provide the services enumerated hereinafter for Health & Human Services Department; and

WHEREAS, the Commissioner's Court of County in accordance with the provisions of the Health and Safety Code appointed the Physician as the Health Authority.

NOW, THEREFORE, for the mutual consideration expressed hereinafter, County and Physician agree as follows:

1. Physician agrees to provide to County and its Health & Human Services

Department the services required of a Physician for the County's Health & Human Services Department. These services include, but are not limited to:

a) Providing and maintaining a medical license under which all medical activities of the Hidalgo County Health and Human Services Department employees will take place;

b) Providing standing delegation orders to Advance Clinical Practitioners and all medical staff and supervising medical procedures and practice performed by the public health medical staff;

c) Providing medical services and established protocols and practices to implement Texas Department of State Health Services programs in Hidalgo County, including the Pre-Natal/Obstetrical, Family Planning, Women's Health, Wellness Health , Well Child, Tuberculosis Control, Sexually Transmitted Infections (STI) control and Immunization Programs, and any additional medical services, medical services contract obtained by Hidalgo County Health and Human Services;

- Physician will participate in the development and operation of Hidalgo County's wellness program to the extent of providing medical services
- Physician will act as Radiation Safety Officer (RSO) for the TB Program Radiology Services.

d) Ensuring that county and state procedures and Standards of Practice are followed within the clinical/medical operations of the Hidalgo County Health and Human Services;

e) Assisting with the diagnosis and treatment of patients with communicable diseases.

f) Must undergo additional training/orientation to be able to screen chest x-rays for TB, assess and treat TB patients. Hidalgo County Health and Human Services will assist in the coordination of training.

g) Physician must document compliance with signature log of audit and reviews of medical records to determine compliance in accordance with the Texas Medical Board prescribed authority.

h) Physician will be responsible to obtain any additional training in communicable diseases which may be required due to unforeseen public health threats. Hidalgo County Health and Human Services will assist in the coordination of training.

i) Physician will adhere to the Texas Medical Board standards in the supervision of advanced medical staff as indicated by the Texas Medical Board Prescriptive Authority Agreement, specifically including but not limited to;

(1) In accordance with the Texas Medical Board the Physician must meet once a month at a scheduled time and place with Advance Medical Practitioners to review medical practices however; Physician must be available to review any other clinic needs by medical staff in the event of an urgent public health circumstance.

(2) The acceptable means of communication with staff are via face to face interaction, telephone communication, remote electronic communication, telemedicine.

j) Serving as Physician for Hidalgo County and as such be available after hours, weekends, and holidays as needed, in case of natural disaster/emergency, terrorists attack, or other emergency circumstances;

k) Physician must report any problems in operations of the Hidalgo County Health & Human Services Department's clinic facilities to the Department Chief Administrative Officer ("CAO"). Physician may assist the CAO in a collaborative resolution to any clinical operations and Physician will collaborate with CAO and support teams to determine the course of action in the event of a public health emergency.

l) Physician shall prepare, maintain, and submit all records that are designated, required, or prescribed either by Hidalgo County, the Health &

Human Services Department, or the State of Texas. Such records will remain the property of Hidalgo County;

m) Physician shall, upon request, assist and participate in In-service training sessions and discussion meetings regarding the treatment and care of patients and activities related to the operation of the Hidalgo County Health & Human Services Department when requested.

n) Physician will participate in the planning and/or coordination of any population health, collaborative primary care and/or medical research practice that will be in collaboration with the University of Texas Rio Grande Valley Medical School and its affiliated partners.

o) Physician will be responsible to coordinate coverage by a licensed Family Practice Physician at a minimum in the event of a scheduled or unscheduled absence. Physician must notify the CAO of any planned or unplanned leave. Physician must meet all requirements of Texas Medical Board and of Hidalgo County. Physician will be responsible to compensate and over see any substitute Physicians professional actions.

p) In the event County exercises its option to terminate as further described herein Physician agrees to continue to render all services until such time as new physician contract is awarded.;

q) Physician may occasionally be required to, at his own expense, travel within the four-county (Hidalgo, Willacy, Cameron and Starr) Rio Grande Valley Area. Should travel be required outside the four-county and Rio Grande Valley Area, the Physician shall be reimbursed by the County in the same amount and manner as for Hidalgo County employees;

r) Physician will be responsible to submit a monthly invoice in accordance with County procedures utilizing the sample invoice provided by Hidalgo County Health and Human Services.

s) **HIPPA & DUA Agreements-**Physician shall agree to execute any and all necessary documents which may be supplemental to the terms of this Agreement and to take all additional actions, including endorsing any and

all documents which may be necessary or appropriate to give full force and effect to the basic terms and intent of this Agreement.

2. Physician represents that Physician is licensed by the State of Texas and qualified to perform and execute the services provided herein. If such license is suspended or revoked, this Agreement shall automatically terminate and Physician shall immediately notify the County Judge of County of same.

3. As consideration for the above and foregoing, County agrees to pay Physician the *sum of* **Seven Thousand and no 00/100($7,000.00)** per month commencing **November 2, 2015**. The Physician shall be paid one half of the monthly compensation on the 15th and 30th of each month unless such date falls on a weekend or holiday in which case payment will be made on the last working day before the weekend or holiday.

4. Physician must comply with all applicable laws, regulations and policies of the State of Texas, the County and the Health & Human Services Department. Notwithstanding the foregoing, Physician represents and maintains that Physician is an independent Contractor and is not an employee of County, the Health & Human Services Department, or any agency thereof, and represents and warrants that Physician does not desire or request any fringe benefits provided to employees of County, the Health & Human Services Department and/or any agency of County. Physician agrees to be responsible for any federal income tax, withholding or social security tax liability that might arise from payments received hereunder.

5. Physician agrees to give County two week notice of Physician's intent to

terminate Contract; however, if County is unable to find a suitable replacement, Physician agrees to continue as Physician for a period not to exceed thirty (30) days at the same compensation stipulated in this Agreement in order that County may have an additional period of time to find a suitable replacement.

6. This Agreement may be terminated by County without cause upon thirty (30) days written notice.

7. Physician agrees to provide liability insurance covering Physician's activities in providing the services described herein for County in an amount not less than the minimum amounts prescribed by the Texas Tort Claims Act, §100.001, et seq., Texas Civil Practices and Remedies Code, and shall furnish County a certificate issued by the insurer that such insurance is in full force and effect.

9. Physician may not assign the obligations or rights under this Contract to any person without the prior written consent of County.

10. **Indemnification:** Physician will indemnify and hold County harmless from any and all claims, actions, liability, and expenses (including costs of judgments, settlements, court costs, and attorneys' fees, regardless of the outcome of such claim or action) caused by, resulting from, or alleging negligent or intentional acts or omissions or any failure to perform any obligation undertaken or any covenant in this Agreement, whether such act, omission, or failure was the Physician's or that of any person providing services hereunder by or through the Physician. Upon written notice from the County, the Physician

will resist and defend at Physician's own expense, and by counsel reasonably satisfactory to County, any such claim or action. The Physician will carry proper insurance with the County as an additional named insured. To the extent provided for by law, the County will indemnify and hold

the Physician harmless from any claims, actions, liability, or expenses (including costs of judgment, settlements, court costs and attorney fee, regardless of the outcome of such claim or action) caused by, resulting from, or alleging the negligent or intentional actions or omissions of the County, its employees or any failure to perform any obligation undertaken or any covenant made by the County under this Agreement.

11. Physician agrees to comply with the Title VI of the Civil Rights Act of 1964.

12. The term of this Agreement shall be for a period of **two (2) years** and shall commence on **November 2, 2015** and end on **November 1, 2017** with the County's option to renew for an additional two (2) one (1) year periods under the same rates, terms and conditions. County reserves the right to continue this Agreement for an additional sixty (60) day grace period at the end of the Agreement term for unforeseen delay in award of the new request for qualifications.

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.

13. **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.

14. **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.

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

If to County:

County of Hidalgo, Texas
Attention: County Judge
100 East Cano, 2nd Floor
Edinburg, Texas 78539

If to Physician: Dr. Ivan Melendez
3304 N. Bryan Road
Mission, Texas 78573

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

12. **Commitment of Current Revenues Only.** In the event that, during any term hereof, the Commissioners Court of County does not appropriate sufficient funds to meet the obligations of County under this Agreement, County may terminate this Agreement upon ten (10) days written notice to Physician. County agrees, however, to use reasonable efforts to secure funds necessary for the 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. 1995).

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

Approved as to form:
Atlas, Hall & Rodriguez, L.L.P.

By: _____
Stephen L. Crain, Attorney

Date: _____

COUNTY OF HIDALGO, TEXAS

By: _____
Ramon Garcia, County Judge

Date: _____

ATTEST:

By: _____
Arturo Guajardo, Jr., County Clerk

Date: _____

Dr. Ivan Melendez

By: _____

Printed: _____

Date: _____

Hidalgo County Purchasing Department
New Administration Building
2812 S. Business Highway 281
Edinburg, Texas 78539
(956) 318-2626/ Fax: (956) 318-2629

August 31, 2015

Re: **HIDALGO COUNTY**
Request For Qualifications - **"Chief Physician/Health Authority Services for Hidalgo County Health and Human Services Department"**
RFQ No: 2015-309-09-16-MEG

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/meg

Enclosures

Hidalgo County Purchasing Department
New Administration Building
2812 S. Business Highway 281
Edinburg, Texas 78539
(956) 318-2626/ Fax: (956) 318-2629

REQUEST FOR QUALIFICATIONS (RFQ) CHECKLIST

HIDALGO COUNTY
"CHIEF PHYSICIAN/HEALTH AUTHORITY FOR HIDALGO COUNTY HEALTH AND HUMAN SERVICES DEPARTMENT"
RFQ No: 2015-309-09-16-MEG

1. Request For Qualifications Letter.
2. Request for Qualifications, Legal Notice, consisting of 8 pages.
3. Requirements, Exhibit A, consisting of 8 pages.
4. Evaluation Criteria, Exhibit B, consisting of 2 pages.
5. Insurance Requirements, Exhibit C, consisting of 4 pages.
6. Conflict of Interest Questionnaire (CIQ), Exhibit D, consisting of 1 page.
7. Participant's Affidavit, Exhibit E, consisting of 1 page.
8. Vendor Application and Request for Taxpayers Identifications Number (W-9) form, consisting of 6 pages.
9. Certification Regarding Debarment, consisting of 1 page.
10. Draft Contract, consisting of 9 pages.

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

August 31, 2015
Date

RFQ No: 2015-309-09-16-MEG	Buyer II: Elena Gomez	Tel. No: (956) 318-2626-Ext. 4855

REQUEST FOR QUALIFICATIONS

Hidalgo County
Edinburg, Texas

"Chief Physician/Health Authority Services for Hidalgo County Health and Human Services Department"

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 **"Chief Physician/Health Authority for Hidalgo County Health and Human Services Department",** 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 2015-309-09-16-MEG -"Chief Physician/Health Authority for Hidalgo County Health and Human Services Department"** and in County's Purchasing Department, 2802 So. Business Hwy 281, New Administration Building, Edinburg, Texas, **on or before 9:30 a.m., Wednesday, September 16, 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.: 2015-309-09-16-MEG "Chief Physician/Health Authority for Hidalgo County Health and Human Services Department".** 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 elena.gomez@co.hidalgo.tx.us NO LATER THAN** Tuesday September 09, 2015 at 5:00 p.m. Responses will be sent to all applicants via facsimile by Friday, September 11, 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 and Contract Number (if any)
  d) Notation – **"Chief Physician/Health Authority for Hidalgo County Health and Human Services Department"**
  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.	**September 16, 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
"Chief Physician/Health Authority for
Hidalgo County Health and Human Services Department"
RFQ No: 2015-309-09-16-MEG

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

HIDALGO COUNTY
REQUEST FOR QUALIFICATIONS

"CHIEF PHYSICIAN/HEALTH AUTHORITY FOR HIDALGO COUNTY HEALTH AND HUMAN SERVICES DEPARTMENT"
RFQ NO: 2015-309-09-16-MEG
Commodity Code 948-74

Hidalgo County is inviting statements of qualifications from qualified Physician(s) to provide for "Chief Physician Services" for the County Health and Human Services Department. The County of Hidalgo is seeking to enter into a service contract with a state-registered/licensed (Texas) Physician. The Hidalgo County Purchasing Department will receive sealed envelopes containing statements of qualifications for the provision of **"Chief Physician/Health Authority for Hidalgo County Health and Human Services Department"** as specified herein. Statements of Qualifications will be accepted until **9:30 A.M., Wednesday, September 16, 2015. ANY RFQ RECEIVED AFTER THAT DATE AND TIME WILL NOT BE ACCEPTED AND WILL BE RETURNED UNOPENED.**

Deliver Submittal to:

RFQ NO: 2015-309-09-16-MEG

US Postal Mail Address:
Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
New Administration Building
2812 So. Business Hwy 281
Edinburg, Texas 78539

Physical Address:
Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
New Administration Building
2802 So. 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

ADDITIONAL INFORMATION: Hidalgo County is requesting that statements of qualifications be routed to Martha L. Salazar, CPPB, Purchasing Agent, with a **Physical location of**: 2802 So. Business Hwy 281, **(Southeast Corner of Canton & Business Highway 281)** Hidalgo County New Administration Building, Edinburg, Texas, 78539. at 2802 So. Business Hwy 281, Edinburg, Texas 78539.

WRITTEN QUESTIONS WILL BE ACCEPTED VIA FACSIMILE TO (956) 292-7612 OR VIA EMAIL TO elena.gomez@co.hidalgo.tx.us NO LATER THAN Tuesday, September 08, 2015 at 5:00 p.m. Responses will be sent to all applicants via facsimile by Friday, September 11, 2015. **TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.**

DISCLOSURE OF CONFLICT OF INTEREST:
Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that any vendor, person, consultant 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 contract or seeks to contract with Hidalgo County for the sale or purchase of property, goods or service. Any purchase order or contract resulting from

this process shall be considered null and void if the 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 complete 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.**

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-COLLUSION:
Submitters, by submitting a signed submission, certify that the accompanying submission is not the result of, or affected by, any unlawful act of collusion with any other person or company engaged in the same line of business or commerce, or any other fraudulent act punishable under Texas or United States law.

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.

RFQ DELIVERY: Hidalgo County requires submitters, when hand delivering qualifications, to make sure that is it stamped with date and time by the County Purchasing Department staff.

SIGNING OF QUALIFICATIONS:
In order to be considered all submittals **must** be signed. **Please sign the original in blue ink.**

WAIVING OF INFORMALITIES:
Hidalgo County reserves the right to waive minor informalities or technicalities when it is in the best interest of Hidalgo County.

SUBCONTRACTING:
The successful submitter may not subcontract the award without the written consent of the Commissioners' Court of Hidalgo County.

TERM OF CONTRACT:
It is intended that the term of the contract will be for an initial period of two (2) years with the County's option to renew two (2) additional one (1) year terms under the same rates, terms and conditions.

Hidalgo County reserves the right to continue this agreement for an additional sixty (60) day grace period at the end of the agreement terms for unforeseen delay in award of the new request for qualifications.

All costs and expenses associated with the preparation and submission for (bids, proposal and/or quotes) shall be the responsibility of the participant and no reimbursement for such charges or expenses shall be passed onto Hidalgo County.

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 and Proposal:
The required contents and limitations for the preparation of the RFQ are described in this section. Failure to provide the requested information or adhere to any County limitations will result in disqualification of the submitted RFQ. A total of **one (1) original and seven (7) copies** of the RFQ shall be submitted to the address on the cover letter.

Contents:
The required contents for the RFQ are presented below in the order they should be incorporated into the submitted document.

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.

Project Overview:
The County of Hidalgo is seeking to engage with a competent qualified Physician to serve as the Chief Physician/Health Authority for the Hidalgo County Health and Human Services Department to perform the services that include, but are not limited to, as stated herein.

Physician(s) Qualifications:
The County of Hidalgo is seeking to contract with a competent Physician licensed to practice in the State of Texas that has had experience in, but not limited to, the following areas:

- Personal Curriculum Vitae;
- Registered and licensed to practice in the State of Texas. Copy of current/valid license must be included in this response.
- Must be board certified and/or Board Eligible by the American Board of Family Medicine.
- Revocation or suspension of their Health Physician's medical license will be cause for immediate termination of the contract. All qualified physician(s) is free from suspension or debarment pursuant to federal regulation 45CFR76;(Code of Federal Regulations)
- Certification form is included in this packet and must be competed and submitted as part of the response.
- The qualified physician should provide a copy of their Professional Liability Insurance (malpractice) as well as all other applicable insurance as required by Hidalgo County and as detailed in Exhibit "C" contained herein.

Additionally, this section should include a description of the firm's project personnel and their most recent similar projects. For each project, a client contract name and phone number should be included for reference purposes. Additionally, the names of the personnel proposed for this project who participated in the listed projects should be provided. This project list is limited to 5 pages.

Personnel and Staffing:
The participant 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 HIDALGO COUNTY and the State of Texas Physician Medical Board. The Physician(s) should add copies of their Professional Liability Insurance.

SCOPE OF SERVICES:
The Chief Physician(s) services contract will encompass all project-related Health and Human Services Department physician services to the County of Hidalgo including, but not limited to, the following:

a. Providing and maintaining a medical license under which all medical activities of the Hidalgo County Health and Human Services Department employees will take place;
b. Providing standing delegation orders to Advance Clinical Practitioners and all medical staff and supervising medical procedures and practice performed by the public health medical staff;
c. Providing medical services and established protocols and practices to implement Texas Department of State Health Services programs in Hidalgo County, including the Pre-Natal/Obstetrical, Family Planning, Women's Health, Wellness Health , Well Child, Tuberculosis Control, Sexually Transmitted Infections (STI) control and Immunization Programs, and any additional medical services, medical services contract obtained by Hidalgo County Health and Human Services;
    - The Chief Physician/Health Authority will participate in the development and operation of Hidalgo County's wellness program to the extent of providing medical services
    - The Chief Physician/Health Authority will act as Radiation Safety Officer (RSO) for the TB Program Radiology Services.
d. Ensuring that county and state procedures and Standards of Practice are followed within the clinical/medical operations of the Hidalgo County Health and Human Services;
e. Assisting with the diagnosis and treatment of patients with communicable diseases.
f. Must undergo additional training/orientation to be able to screen chest x-rays for TB, assess and treat TB patients. Hidalgo County Health and Human Services will assist in the coordination of training.
g. The Chief Physician/Health Authority must document compliance with signature log of audit and review of medical records to determine compliance in accordance with the Texas Medical Board prescribe authority.
h. The Chief Physician/Health Authority will be responsible to obtain any additional training in communicable diseases which may be required due to unforeseen public health threats. Hidalgo County Health and Human Services will assist in the coordination of training.
i. The Chief Physician/Health Authority will adhere to the Texas Medical Board standards in the supervision of advanced medical staff as indicated by the Texas Medical Board Prescriptive Authority Agreement.
    - In accordance with the Texas Medical Board the Chief Physician/Health Authority must meet once a month at a scheduled time and place with Advance Medical Practitioners to review medical practices however; Chief Physician/Health Authority must be available to review any other clinic needs by medical staff in the event of an urgent public health circumstance.

- The acceptable means of communication with staff are via face to face interaction, telephone communication, remote electronic communication, telemedicine.

j. Serving as Chief Physician/Health Authority for Hidalgo County and as such be available after hours, weekends, and Holidays as needed, in case of natural disaster/emergency, terrorists attack, or other emergency circumstances;

k. The Chief Physician/Health Authority must report any problems in operations of the Hidalgo County Health & Human Services Department's clinic facilities to the Department Chief Administrative Officer (CAO). The Health Chief Physician/Health Authority may assist the Chief Administrative Officers (CAO) in a collaborative resolution to any clinical operations.
    - The Chief Physician/Health Authority will collaborate with CAO and support teams to determine the course of action in the event of a public health emergency.

l. The Chief Physician/Health Authority shall prepare, maintain, and submit all records that are designated, required, or prescribed either by Hidalgo County, the Health & Human Services Department, or the State of Texas. Such records will remain the property of Hidalgo County;

m. The Chief Physician/Health Authority shall, upon request, assist and participate in In-Service training sessions and discussion meetings regarding the treatment and care of patients and activities related to the operation of the Hidalgo County Health & Human Services Department when requested.

n. The Chief Physician/Health Authority will participate in the planning and/or coordination of any population health, collaborative primary care and/or medical research practice that will be in collaboration with the University of Texas Rio Grande Valley Medical School and its affiliated partners.

o. The Chief Physician/Health Authority will be responsible to coordinate coverage by a licensed Family Practice Physician at a minimum in the event of a scheduled or unscheduled absence. The Chief Physician/Health Authority must notify the Chief administrative officer on any of the planned or unplanned leave. The substitute Physician must meet all requirements of Texas Medical Board and Hidalgo County. The Chief Physician/Health Authority will be responsible to compensate and over see the substitute Physicians professional actions.

p. In the event Hidalgo County exercises its' option to terminate as further described herein the Chief Physician/Health Authority agrees to continue to render all services until such time as new Chief Physician/Health Authority contract is awarded.;

q. The Chief Physician/Health Authority may occasionally be required to, at his own expense, travel within the four-county (Hidalgo, Willacy, Cameron and Starr)-Rio Grande Valley Area. Should travel be required outside the four-county and Rio Grande Valley Area, the Chief Physician/Health Authority shall be reimbursed by the County in the same amount and manner as for Hidalgo County Employees;

r. The Chief Physician/Health Authority will be responsible to submit a monthly invoice in adherence to County procedures utilizing the sample invoice provided by Hidalgo County Health and Human Services.

s. HIPPA & DUA Agreements-The Chief Physician/Health Authority shall agree to execute any and all necessary documents which may be supplemental to the terms of this Agreement and to take all additional actions, including endorsing any and all documents which may be necessary or appropriate to give full force and effect to the basic terms and intent of this Agreement.

Hidalgo County proposes to pay the "Chief Physician(s)" monthly by check.

PARTICIPANTS ARE NOT TO PROVIDE A FEE SCHEDULE AT THIS TIME WITH THIS SUBMITTAL: The fee will be negotiated based on the scope of work.

PART III-SELECTION AND SCHEDULES

SELECTION PROCEDURES/EVALUATION SYSTEM:
The evaluation consists of a 100-point scoring system. However, after the 100-point evaluation, Hidalgo County Commissioner's Court may elect to narrow the participating firms and request a presentation from a representative from firms.

A. Hidalgo County Commissioner's Court and/or an Evaluation Committee (selected and/or designated by (Commissioner's Court) will review, score and evaluate the written Statements of Qualifications (SOQ's) received in response to this Hidalgo County request for qualifications.

B. After the SOQ's have been reviewed, scored and evaluated, a grid will be presented to Commissioner's Court for the purposes of ranking.

EVALUATION (GRADING, SCORING) CRITERIA:

1.	Physician Qualifications/Certifications/ and other Credentials-	(20 points)
2.	Understanding of Services/Methodology-	(20 points)
3.	Experience-	(30 points)
4.	Ability to Commit to all services required-	(30 points)
	Total possible points=100	

Categories are further detailed in the Selection Criteria (Exhibit B) section of the RFQ.

NEGOTIATION PROCESS: The number one ranked firm will be contacted to submit a letter of engagement/contract for negotiations. 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.

TERMINATION OF SERVICES: Any contract awarded to a qualified firm will be in effect until (a) the contract expires or (b) performance of all services are completed, or (c) terminated by County with or without cause, with ninety (90) days written notice prior to cancellation, or (d) until County has engaged the services of a new Chief Physician for Hidalgo County Health and Human Services Department.

EXHIBIT B

SELECTION CRITERIA

REQUEST FOR QUALIFICATIONS

"Chief Physician/Health Authority Services for Hidalgo County Health and Human Services Department"

EVALUATION FORM
"CHIEF PHYSICIAN/HEALTH AUTHORITY SERVICES FOR
HIDLAGO COUNTY HEALTH AND HUMAN SERVICES DEPARTMENT"
RFQ NO.: 2015-309-09-16-MEG

Selection Criteria	Points	Score
1. Physician(s) Qualifications/Certifications/and other Credentials	**(20 pts)**	
The Physician should provide information related to his qualifications. The Physician(s) must be registered and licensed to practice in the State of Texas, Chief Physician/Health Authority (s) must provide a copy of certificate by the Board of Certification of Family Practitioners and Emergency Medicine any other credentials/registrations or other pertinent information that demonstrates qualifications to perform the services required. A list of, and scope of, similar projects for comparative purposes shall be included in an appendix.		
Comments/Rationale For Points:		
		TOTAL
2. Understanding the Services/Methodology	**(20 pts)**	
The Physician must state the approach and/or (methodology) in achieving and rendering all services detailed and required as the Physician for Hidalgo County Health and Human Services Department. If the Physician currently has an active family practice, the Physician must state in detail how he can comply and render all the services, and requirements detailed for the contract. Physician should include any local issues or concerns that directly affect the Physician's understanding of the project.		
Comments/Rationale For Points:		
		TOTAL
3. Experience	**(30 pts)**	
The Physician must have a minimum of five (5) years experience in Public Health Services. Physician must be in good standing with the Texas Board of Family Practitioners.		
Comments/Rationale For Points:		
		TOTAL
4. Ability to commit all services required	**(30 pts)**	
The Physician should provide as much background information as to Its experience in providing similar services to city, county or any other governmental agencies. Reference information should be as current as possible, especially contact persons and telephone numbers.		
Comments/Rationale For Points:		
		TOTAL
Total Score		

Project Name: _____

Department: _____

Firm/Participant: _____

Evaluator: _____ **Date:** _____

EXHIBIT "C"

Insurance Requirements
Applicable to the Acquisition of Goods and /or Services
(other than Professional Services)

The Bidder awarded the contract shall furnish proof of insurance, which will also include any subcontractor that is subcontracted by the bidder in at least the following limits, to be in place prior to providing any services under this Contract and to continue at all times in force in effect during the term of this Contract:

1. A Five Hundred Thousand Dollar ($500,000.00) Comprehensive General Liability insurance policy providing additional coverage to all underlying liabilities of County.

2. Automobile liability insurance policy with limits of at least Three Hundred Thousand Dollars ($300,000.00) per person and Five Hundred Thousand Dollars ($500,000.00) per occurrence. Coverage should include injury to or death of persons and property damage claims with limits up to Five Hundred Thousand ($500,000.00) arising out of the services provided to County hereunder.

3. Uninsured/Underinsured motorist coverage in an amount equal to the bodily injury limits set forth immediately above;

4. Workers compensation insurance in amounts established by Texas law, unless the Bidder is specifically exempted from the Texas Workers Compensation Act, Texas Labor Code Chapter 401, et. seq.

Hidalgo County will only accept certificates of insurance on an Acord form (as attached hereto). Certificates of insurance shall name Hidalgo County as additional insured and must be submitted to County for approval prior to any services being performed by Contractor. Each policy of insurance required hereunder shall extend for a period equivalent to, or longer than the term of the Contract, and any insurer hereunder shall be required to give at least thirty (30) days written notice to the County prior to the cancellation of any such coverage on the termination date, or otherwise. This Contract shall be automatically suspended upon the cancellation, or other termination, of any required policy of insurance hereunder, and such suspension shall continue until evidence adequate replacement coverage is provided to County. If replacement coverage is not provided within thirty (30) days following suspension of the Contract, this Contract shall automatically terminate.

Revised 10/01/08

ACORD

CERTIFICATE OF INSURANCE

DATE (MM/DD/YY)

PRODUCER	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.
	INSURERS AFFORDING COVERAGE
INSURED	INSURER A:
	INSURER B:
	INSURER C:
	INSURER D:
	INSURER E:

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THER TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A	**GENERAL LIABILITY** ☐ COMMERCIAL GENERAL LIABILITY ☐☐ CLAIMS MADE OCCUR ☐ OWNER'S & CONT. PROT ☐ OWNER S PROTECTIVE LIABILITY GEN L AGGREGATE LIMIT APPLIES PER ☐ POLICY PROJECT ☐ LOC				EACH OCCURRENCE	$
					FIRE DAMAGE (Any one fire)	$
					MED (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 bid awarded by the Hidalgo County Commissioners' Court;
- will acquire additional amounts required to meet the County's requirements within 10 working days after notification from Purchasing Department of bid award by the Hidalgo County Commissioners' Court; currently carry the following:

  Automobile Liability: $_____ General Liability: $_____
- have already been met, see attached copy of insurance certificate.

_____ _____.
Authorized Representative Date

Notice to Bidder:
A certificate of insurance for the required insurance limits shall be provided to the Purchasing Department's Contract Managers in order to qualify for award of bid and to execute a contract between your Company and the County

Failure to provide Certificates of Insurance to the Purchasing Department's Contract Managers will cause the bid award to be rescinded and re-awarded to next lowest bidder. Certificates of Insurance will be monitored and verified on a **quarterly basis** to ensure coverage policy is in place. It is the Company's obligation to maintain the appropriate insurance coverage throughout the term of the contract.

THIS FORM MUST ACCOMPANY BID PACKET

PROJECT REQUIREMENTS ACKNOWLEDGMENT

This is to certify that I, _____, possess all of the APPLICABLE:

1. Licenses: _____.
2. Bonds: _____.
3. Certificates: _____.
4. Permits: _____.
5. Other: _____.

necessary to carry out the required project. Furthermore, I am providing copies of the required documentation so that, if my company is awarded this bid, I may be eligible to enter into a contract with Hidalgo County and proceed to complete the project in a timely manner.

* Any licenses, bonds, certificates, permits, etc. which are required must be presented as part of the bid packet in order to expedite the bid evaluation process. Failure to provide said documentation will result in the disqualification of your bid.

_____ _____.
Authorized Signature Date

_____.
Company

_____.
Address

_____.
City, State, Zip

EXHIBIT "D"

CONFLICT OF INTEREST QUESTIONNAIRE — FORM CIQ

For vendor or other person doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. *See* Section 176.006, Local Government Code.

A person commits an offense if the person knowingly violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

OFFICE USE ONLY

Date Received

1 **Name of person who has a business relationship with local governmental entity.**

2 ☐ **Check this box if you are filing an update to a previously filed questionnaire.**

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

3 **Name of local government officer with whom filer has employment or business relationship.**

_____

Name of Officer

This section (item 3 including subparts A, B, C & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the filer of the questionnaire?

☐ Yes ☐ No

B. Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?

☐ Yes ☐ No

C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?

☐ Yes ☐ No

D. Describe each employment or business relationship with the local government officer named in this section.

4

_____ _____

Signature of person doing business with the governmental entity — Date

Adopted 06/29/2007

HIDALGO COUNTY
PURCHASING DEPARTMENT
Bidder/Vendor Application

Complete in print or type. Please return this application to the Hidalgo County Purchasing Department
thru Facsimile: (956) 318-2629 or Fax (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.:

Revised12/14/06

HISTORICALLY UNDERUTILIZED BUSINESS (HUB) DECLARATION

The primary objective of the Hidalgo County HUB Program is to ensure Historically Underutilized Businesses receive a fair and equal opportunity for participation in the County's procurement process. This fact holds true for Services (Professional & Non-Professional), Commodities, and Construction contracts and any subcontracts thereto. The program strongly encourages Prime Contractors to provide subcontracting opportunities to Certified Hub Contractors/Vendors. Our goal for HUB contractor/vendor participation, as well as HUB subcontractor participation is 30%. To be considered as a "Certified HUB Contractor/Vendor" the contractor/vendor must have been certified by, and hold a current and valid certification with any of the three agencies listed below.

Have you been Certified as a HUB or an MBE/WBE source?: • Yes • No

If yes, by whom?: • Texas Building & Procurement Commission • Other_____

Indicate Certification No(s).:_____ or Are Certificate(s) Attached?: • Yes • No

LIST OF CERTIFIED HUB SUBCONTRACTORS

(Attach additional pages if necessary)

What percentage of the Bid, RFP,or RFQ is to be subcontracted with Certified HUB sources?: _____%
(List HUB Subcontractor information below).

HUB Subcontractor Name: _____ HUB Status:
Certifying Agency (Check all applicable): • Texas Building & Procurement Commission • Other
Address: _____ City: _____ State: _____ Zip:
Contact Person: _____ Title: _____ Phone No.: ( )
Subcontract Amount: $_____ Description of Work to be Performed:

HUB Subcontractor Name: _____ HUB Status:
Certifying Agency (Check all applicable): • Texas Building & Procurement Commission • Other
Address: _____ City: _____ State: _____ Zip:
Contact Person: _____ Title: _____ Phone No.: ( )
Subcontract Amount: $_____ Description of Work to be Performed:

HUB Subcontractor Name: _____ HUB Status:
Certifying Agency (Check all applicable): • Texas Building & Procurement Commission • Other
Address: _____ City: _____ State: _____ Zip:
Contact Person: _____ Title: _____ Phone No.: ( )
Subcontract Amount: $_____ Description of Work to be Performed:

Form **W-9**
(Rev. January 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.

PROPOSER'S AFFIDAVIT
Exhibit "E"

**PROPOSER'S AFFIDAVIT OF NON-COLLUSION
NON-CONFILICT OF INTEREST, AND ANTI-LOBBYING
FOR " CHIEF PHYSICIAN/HEALTH AUTHORITY
FOR HIDALGO COUNTY HEALTH AND HUMAN SERVICES DEPARTMENT"**

STATE OF TEXAS
COUNTY OF HIDALGO

Affiant, _____, being first duly sworn, deposes that:

(1) Affiant does hereby state neither the Proposer nor any of the Proposer's officers, partners, owners, agents, representatives, employees, or parties in interest, has in any way colluded, conspired, agreed, directly or indirectly with any person, firm, corporation, or other proposer, or potential proposer, to provide any money or other valuable consideration for assistance in procuring or attempting to procure a contract or fix the prices in the attached proposed or the proposal of any other proposer, and further states that no such money or other reward will be hereinafter paid.

(2) Affiant further states they have neither recommended or suggested to Hidalgo County or nay of its officials or employees, any of the terms or provisions set forth in their Request for Proposal and subsequent agreement, except at a meeting open to all interested proposers, of which proper notice was given.

(3) Affiant, further states their officers, employees, or agents have not, and will not attempt to lobby, directly or indirectly, the Hidalgo County Commissioner's Court between proposal submission date and award by the Hidalgo County Commissioner's Court.

(4) Affiant further states no officer, or stockholder of the Proposer is a member of the staff, or related to any employee of the Hidalgo County except as noted herein below:

_____

Signature/Title: _____

_____

Subscribed and sworn to before me this _____day of _____, 20___.

_____

Notary Public

My commission expires:_____, 20___

Hidalgo County Purchasing Department
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: Dr. Ivan G. Melendez MD. via Email: ivanmelendez1960@hotmail.com

From: Elena Gomez, Procurement Process Coordinator
For: Martha L. Salazar, CPPB
Hidalgo County Purchasing Dept.

Date: October 14, 2015

Re: Negotiation for -"Chief Physician Services Request for Qualifications
RFQ No. 2015-309-09-16-MEG

Pursuant to action taken by Hidalgo County Commissioner's Court, please be advised that your organization has been selected/ranked #1 to enter into negotiations with County of Hidalgo for the above-referenced project.

The Hidalgo County Purchasing Department is asking for you to submit a best and final offer for the services for the mentioned project.

We request that you submit a proposed "Best and Final Offer" by no later than 10:00 am on Wednesday October 21, 2015.

If you have any questions, please call me at (956) 292-7000-Extension 4855. Thank you.

Best and final offer of the New Proposed contract

$ 7000.00 Monthly rate.

We ask that you approve by signing below acknowledgment of receipt with commitment to submit by deadline and return via email to Elena.gomez@co.hidalgo.tx.us

Signed: Ivan Melendez **Title:** MD

Printed Name: IVAN MELENDEZ MD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 10/22/2015

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME: EDUARDO PASTOR	
INSURANCE BY BILLY PASTOR 625 W PECAN MCALLEN, TX 78501	PHONE (A/C, No, Ext): 956-668-1283	FAX (A/C, No): 956-668-1874
	E-MAIL ADDRESS: EDUARDOPASTOR@AOL.COM	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A: LLOYD'S OF LONDON	
INSURED IVAN MELENDEZ 3304 NORTH BRYAN ROAD MISSION, TX 78573	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY PRO-JECT LOC	X		LDDZB-J	10/10/2015	10/10/2016	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 $ EXCLUDED $ 1,000,000 $ EXCLUDED
	AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ $ $ $
	UMBRELLA LIAB OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION $						EACH OCCURRENCE AGGREGATE	$ $
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY 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)

MEDICAL OFFICES

CERTIFICATE HOLDER

HIDALGO COUNTY
ATTN: PURCHASING DEPARTMENT
2812 S HWY 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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PROGRESSIVE®

BILLY PASTOR INS
625 W PECAN
MCALLEN, TX 78501
1-956-668-1283

Policy number: 06754310-9
Underwritten by:
PROGRESSIVE COUNTY MUTUAL INS CO
July 20, 2015

Certificate of Insurance

Certificate Holder	Insured	Agent
IVAN MELENDEZ 3304 N BRYAN RD MISSION, TX 78573	IVAN MELENDEZ 3304 N BRYAN RD MISSION, TX 78573	BILLY PASTOR INS 625 W PECAN MCALLEN, TX 78501

This document certifies that insurance policies identified below have been issued by the designated insurer to the insured named above for the period(s) indicated. This Certificate is issued for information purposes only. It confers no rights upon the certificate holder and does not change, alter, modify, or extend the coverages afforded by the policies listed below. The coverages afforded by the policies listed below are subject to all the terms, exclusions, limitations, endorsements, and conditions of these policies.

Policy Effective Date: Jun 11, 2015 Policy Expiration Date: Dec 11, 2015

Insurance coverage(s)	Limits
BODILY INJURY/PROPERTY DAMAGE	$500,000 COMBINED SINGLE LIMIT
UNINSURED/UNDERINSURED MOTORIST	$500,000 COMBINED SINGLE LIMIT
UNINSURED MOTORIST PROPERTY DAMAGE	$500,000 COMBINED SINGLE LIMIT W/$250 DED

Description of Location/Vehicles/Special Items

Scheduled autos only

2011 MERCEDES-BENZ SPRINTER 2500 WD3PE7CC1B5595357

COMPREHENSIVE	$1,000 DED
COLLISION	$1,000 DED

Certificate number

20115NET310

Form 5241 (10/02)

TMLT

TEXAS MEDICAL LIABILITY TRUST
P.O. Box 160140, Austin, Texas 78716
"A health care liability claim trust created by the Texas Medical Association"

THIS IS A CLAIMS-MADE POLICY

ITEM **DECLARATIONS PAGE** POLICY NO. **1-107893**

1 NAMED INSURED (including address)

Ivan G. Melendez, MD
3304 N. Bryan Rd.
Mission, TX 78573

NAMED INSURED IS A:

Individual

2 POLICY PERIOD beginning and ending at 12:01 a.m. at above stated address FROM **01/03/2015** TO **01/03/2016**

3 PROFESSIONAL LIABILITY COVERAGE
Only the "Named Insured" described in Section V, Definitions-J of the above numbered policy has coverage under this policy, unless otherwise expressly indicated by endorsement. Insurance is afforded only with respect to such coverages as are indicated by specific charges below. All insurance under the policy and any endorsement is subject to Section IV, Limits of Liability.

COVERAGE	LIMITS OF LIABILITY		PREMIUM
A. Professional Liability	each claim **$100,000**	all claims **$300,000**	**$6,495.00**
B. Deductible (Refer to Endorsement)	**$0**		**$0.00**
C. Professional Premises Liability	each premises occurrence $200,000	premises aggregate $200,000	**$0.00**
D. Medical Director	$100,000 each Claim/all Claims (included in the applicable limits of liability listed above)		**$250.00**
		TOTAL PREMIUM	**$6,745.00**

4 TYPE OF COVERAGE **CLAIMS-MADE** RETROACTIVE DATE **01/03/2002**

5 Class **1** Principal Practice **81239 FM/GP - NO SURGERY**
Territory **IA** County **HIDALGO**

6 FORMS & ENDORSEMENTS **PLCM0414, 60, 17, EPLI**

CREDITS INCLUDED ABOVE
Experience Discount **-$1,624.00**

This Declarations Page is part of and subject to all terms, conditions and exclusions of the above numbered policy and any endorsements issued by the Trust to the Named Insured.

Issue Date: **10/17/2014**

TP

Countersigned By: Debbie Lee

Authorized Representative of
Texas Medical Liability Trust

This Declarations Page, along with the coverage forms and endorsements attached, completes the above numbered policy.

Zimbra **elena.gomez@co.hidalgo.tx.us**

Fwd: RE: C-15-309-11-03-Chief Physician-Health and Human Service

From : Rocio Villarreal <rocio.villarreal@co.hidalgo.tx.us> Fri, Oct 23, 2015 04:39 PM

Subject : Fwd: RE: C-15-309-11-03-Chief Physician-Health and Human Service

To : 'Elena Gomez' <elena.gomez@co.hidalgo.tx.us>

Cc : 'Martha Salazar' <martha.salazar@co.hidalgo.tx.us>

Please attach approval to agenda. Thank you.
----- Forwarded Message -----
From: Steve Crain <scrain@atlashall.com>
To: 'Rocio Villarreal'
<rocio.villarreal@co.hidalgo.tx.us>
Sent: Fri, 23 Oct 2015 15:33:36 -0500 (CDT)
Subject: RE: C-15-309-11-03-Chief Physician-Health and Human Service

Looks good.

From: Rocio Villarreal
[mailto:rocio.villarreal@co.hidalgo.tx.us]
Sent: Friday, October 23, 2015 1:54 PM
To: Stephen L. Crain
Subject: Re: C-15-309-11-03-Chief Physician-Health and Human Service

You created this PDF from an application that is not licensed to print to novaPDF printer (http://www.novapdf.com)

AI-51892 **Purchasing Department** **23. G. 1.**

CC - REGULAR

Meeting Date: 10/27/2015

Submitted For: Marty Salazar, PURCHASING DEPT.

Submitted By: Heidi Ortiz, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

A. Recommendation by WIC and Purchasing for HCCC to reject the sole bid received for for Request for Bid titled: "Lease of Office Space - McAllen WIC" through project No.: 2015-261-10-07-HGO with approval of the modified specifications as WIC is requesting more square footage and usable space to address and accommodate needs and requirements;
B. Pursuant to current lease agreement between Julcar, LLC and Hidalgo County [for WIC Program], under Section 1.3 [Holdover], notice and action to occupy leased premises on the month to month provision so as to have no lapse in operating location while new procurement process is completed under the same rates, terms and conditions.

BACKGROUND

Original approval to advertise this project included the authority to advertise if necessary. Adv. will commence upon approval of this agenda item.

Fiscal Impact

FISCAL YEAR: 2016 **ACCT. #:** 5-1292-441-00-350-001-6-441

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

BUDGETARY IMPACT:

Funds available as of 10/23/15.

Attachments

Holdover Info
Modified Specs 2015-366-HGO
Rejection letter

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	10/22/2015 04:27 PM
Budget & Management	Veronica Ortiz	10/23/2015 08:22 AM
Glinda Pacheco	Glinda Pacheco	10/23/2015 09:18 AM

Auditor's Office	Veronica Ortiz	10/23/2015 04:35 PM
Glinda Pacheco	Glinda Pacheco	10/23/2015 05:02 PM
Auditor's Office	Monica Badillo	10/23/2015 07:16 PM

Form Started By: Heidi Ortiz Started On: 10/20/2015 10:44 AM

Final Approval Date: 10/23/2015

THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

LEASE
C-11-212-10-04

THIS LEASE is made and entered into by and between A & J Martinez, LP, referred to in this Lease as Lessor, and **THE COUNTY OF HIDALGO**, referred to in this Lease as Lessee.

In consideration of the mutual covenants and agreements set forth in this Lease, and other good and valuable consideration, Lessor demises and leases to Lessee, and Lessee leases from Lessor that certain real property described on Exhibit "A " attached hereto. The premises leased hereunder are referred to in this Lease as "the Premises" or "the Leased Premises." And in accordance with specification on the Request for Bid (RFB), A copy of such as Request for Bid (RFB) Procurement packet and Bid Page attached hereto as Exhibtit "B".

ARTICLE 1. TERM

Term of Lease

1.1 Except as otherwise herein provided, the term of this Lease shall be for three (3) years commencing on **November 2, 2011** (as hereinafter defined) and ending on **November 1, 2014** (as hereunder defined) unless sooner terminated or unless renewed and extended in accordance with Paragraph 1.2, hereof. The "Commencement Date" is the date the Premises are available for occupancy by Lessee, which date shall be ten(10) days following the date the Lessor provides Lessee written notice that the Lessor's negotiated remodeling obligation is complete. The "Termination Date" is the date twelve (12) months following the Commencement Date, unless the Commencement

date is other than the first day of a calendar month, in which event the Term shall be extended by the number of days remaining in the month which includes the Commencement Date, and the Termination Date shall be likewise extended. If the Premises are sold to an unrelated third party (not affiliated by common ownership with Lessor) at a time when more than six (6) months remains on the unexpired portion of the term of this Lease, then the unexpired portion of this Lease may, at Lessee's option, be shortened to six (6) months from the date of such sale.

Renewal or Termination

1.2. Lessee shall have the right and option to renew and extend the term of this Lease for an additional one (1) year terms under the same rates, terms and conditions. If Lessee desires to renew and extend the term of this Lease for a renewal period, Lessee must give Lessor written notice of such renewal at least sixty (60) days prior to the termination of the initial lease term or any extension thereof. Any renewal or extension of this Lease shall be on the terms and conditions as provided herein. This Lease shall terminate and become null and void without further notice on the expiration of the term specified in Article 1.1, unless sooner terminated or renewed and extended in accordance with this Article 1.2; and any holding over by Lessee after the expiration of that term shall not constitute a renewal of the Lease or give Lessee any rights under the Lease in or to the Leased Premises.

Holdover

1.3 If Lessee holds over and continues in possession of the Leased Premises after expiration of the term of this Lease, Lessee will be deemed to be occupying the Premises on the basis of a month to month tenancy, subject to all of the terms and conditions of this Lease. The inclusion

of this Article 1.2 shall not be construed as Lessor's consent for Lessee to hold over.

Termination

1.4 Lessee may declare this Lease, and all rights and interest created by it, to be terminated without cause upon giving the Lessor ninety (90) days written notice. Upon Lessee's electing to terminate, this Lease shall cease and come to an end as if the day of the termination party's election were the day originally fixed in the Lease for its expiration.

Lessor's Warranty of Quiet Enjoyment

1.5. Lessor covenants and agrees that Lessee on paying the rent and other charges herein provided for and observing and keeping the covenants, conditions, and terms of this Lease on Lessee's part to be kept or performed, shall lawfully and quietly hold, occupy, and enjoy the Leased Premises during the term of this Lease without hindrance or molestation by Lessor or any person claiming under Lessor except such portion of the Leased Premises, if any, as shall be taken under the power of eminent domain.

ARTICLE 2. RENT

Base Rent

2.1 Lessee agrees to pay to Lessor, during the term hereof, a monthly rental equal to Two Thousand Eight Hundred and 60/100ths ($2,800.60) per month. In the event the Commencement Date is a day other than the first day of the month, the rent for the period from the commencement date to the last day of the month shall be prorated by dividing the monthly rental by thirty (30) days, and multiplying the result by the number of days remaining in the month that includes the Commencement Date.

THE UNDERSIGNED Lessor and Lessee execute this Lease Agreement on the_____ day of _____, 2011.

HIDALGO COUNTY

Ramon Garcia, County Judge

Approved by Commissioners' Court on 10/4/11 RD

A & J Martinez, LP

Agustin Martinez, President

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

Stephen L. Crain

ATTEST:

Arturo Guajardo Jr., County Clerk

EXHIBIT "A"
HIDALGO COUNTY-WIC PROGRAM
"LEASE OF OFFICE SPACE - CITY OF MCALLEN"
RFB NO.: 2015-366-11-18-HGO

SCOPE OF WORK:
Hidalgo County is seeking bids to establish a contract for "**Lease of Office Space in the City of McAllen".** The proposed building should be in good habitable condition and shall consist of the following:

SPECIFICATIONS:

1. Proposed office space should be located in a major thoroughfare in the north side of the City of McAllen, within the following parameters: **North 23rd past Harvey Drive to Trenton Rd., also North Ware Rd. past Nolana up to 4 Mile Line and on Nolana between North Ware Road in the vicinity to Bicentennial Blvd.**

2. Said office space shall have the designated rooms or areas for conducting WIC functions:

- o Reception Area
- o Nutrition Education Classroom
- o Counseling Room
- o Two (2) Storage Rooms
- o
- o
- o Computer Area
- o Lab & Immunization Area
- o Lactation Room
- o Lounge Area
- o
- o

3. The proposed office building shall consist of a **minimum of 2,000 square feet to a maximum of 4,700 square feet** of available floor space to perform WIC services.

4. Building must meet all the requirements of the Americans with Disabilities Act (ADA) and shall be fully handicap accessible from all parking facilities. (i.e. entrances, restrooms, for both men and women, and parking)

5. Building must have handicap accessible bathroom facilities for both men and women and separate bathroom facilities for employees.

6. Parking area should have thirty (30) paved parking spaces and have at least two (2) designated handicap parking spaces with ramp access available from such spaces to the building.

7. Bid premises must have water, sewer and electricity, including garbage pickup.

8. The Bid premises shall have a central cooling and heating system throughout the entire building. Maintenance of the air/heating system, electrical and keeping the entire building mold free at all times will be the responsibility of the Lessor.

9. Floors should have commercial tile, no carpeting. The Lessor shall be responsible for floor maintenance.

10. Building shall be free from rodents and insects prior to occupancy by the WIC Program staff. The Lessor shall be responsible, at his own expense, for pest control throughout the term of this contract.

11. Building should have the minimum number of fire extinguishers required by the City Fire code under federal, state, local and building codes and regulations. Floor area exit doorways must comply with the City Fire Code under federal, state and local building codes and regulations.

Requirements:

12. Bidder will maintain liability insurance on the building throughout the term of contract plus insure building for fire, accident and natural disaster. Bidder shall maintain liability insurance on the premises as described and listed in: **Insurance Requirements: See Exhibit "C" attached.**

13. The floor plans of the building will be constructed according to the Program Director. If present building needs a renovation; the renovation work will be made by Lessor and at Lessor's cost and to be completed at least 45 days from the date of award;

14. An existing building must be ready for occupancy with all specifications completed and in compliance with Americans with Disabilities Act, and ninety (90) days from the date of awarding bid or the award will become void/null.

15. If a new building is to be constructed there should be a completion date of approximately one hundred and twenty (120) days from date bid was awarded. If completion date is not met, bid will become void/null.

16. If renovations or additions are made to an existing building the Lessor must provide documented proof the building is free of asbestos. (If Applicable)

17. Bidder must charge by the square foot for the rental space.

18. Provide the **legal description** of the property along with your bid and include a proposed **"Floor Plan Layout"** of your facility.

19. Hidalgo County is requesting that all interested vendor(s) submitting bids for this project **must provide the following:** A) **Property ID number** and/or **Geographic ID number.** B) **Legal Description** as listed in your local Hidalgo County Appraisal District for proposed property.

20. If a new building is proposed in this project, Hidalgo County may consider accepting as main option, or whichever is in the best interest of the County.

TERM AND CONDITIONS:

1. Initial term of contract/lease shall be for a period of ten (10) months with the County's option to renew contract for four (4) additional one (1) year terms under the same rates, terms and conditions. Lease will have a sixty (60) day cancellation clause.

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.

3. 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 to the County.

4. The complete space will be inspected by WIC Program Director before lease contract is in place in order to verify status and kind of business activity within the building.

5. Hidalgo County reserves the right to hold bids for a period of ninety (90) days without taking any action.

6. 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 valuable to Hidalgo County.

7. Any contract awarded to a successful bidder will be in effect until:
   (a) The contract expires
   (b) Delivery and acceptance of products and/or performance of service ordered, or
   (c) Terminated by County with sixty (60) day written notice prior to cancellation.

8. All cost and expenses associated with the preparation and submission of (bids, proposals, statements of qualifications (RFQ) and quotes shall be the responsibility of the bidder and no reimbursements for such charges or expenses shall be passed onto Hidalgo County.

9. Property insurance policy shall provide that any proceeds for loss or damage to building or to improvements shall be payable solely to Lessor, which sum shall be used by Lessor for repair and restoration purposes.

ADDITIONAL INFORMATION:

Hidalgo County is requesting that any and all questions, inquiries and clarifications regarding quotes, bids, proposals or statements of qualifications be addressed to Martha L. Salazar, CPPB, Purchasing Agent, 2812 South 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 heidi.ortiz@co.hidalgo.tx.us **BY NO LATER THAN Wednesday, November 11, 2015.** Responses to said inquiries will be sent to applicants via facsimile by no later than, **Friday, November 13, 2015.**

PLEASE PROVIDE THE LEGAL DESCRIPTION OF THE PROPERTY ALONG WITH YOUR BID

PURCHASING DEPARTMENT
County Of Hidalgo

October 22, 2015

Agustin Martinez
910 S. Closner Blvd.
Edinburg, Texas 78539

Re: Lease of Office Space – McAllen WIC
Bid No. 2015-261-10-07-HGO

Dr. Martinez:

The WIC office is requesting more square footage and usable space to address and accommodate the needs of its clients. Therefore, it is the recommendation by WIC and Hidalgo County Purchasing Office to reject the sole bid received for the above listed project. Julcar L.L.C. has met all requirements set forth in the invitation to bid, however specifications will need to be modified to conform to the needs of the WIC program. We will be requesting Hidalgo County Commissioners Court reject the sole bid and authorize the re-advertisement and approval of modified specifications.

Respectfully,

Martha L. Salazar

100 E. Cano, 4th Floor, Adm. Bldg. ★ Edinburg, Texas 78539 ★ (956) 318-2626 ★ Fax (956) 318-2629

AI-51698 **Purchasing Department** **23. G. 2.**

CC - REGULAR

Meeting Date: 10/27/2015

Submitted For: Marty Salazar, PURCHASING DEPT.

Submitted By: Sandra Montalvo, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

Presentation of the sole responsible vendor (GBB Rentals, LTD) submitting the lowest and best bid [and met all specifications, and requirements] including the approval of contract for: "Hidalgo County WIC Program-Lease Office space-City of Donna" (RFB No.2015-267-09-23-SMA.)

BACKGROUND

1. Current contract expires on Nov. 20, 2015;
2. Three (3) vendor requested and provided RFB Packets;
3. One sole bid received;
4. If approved, new contract will commence on Nov. 21, 2015.

Fiscal Impact

FISCAL YEAR: 2016 **ACCT. #:** 5-1292-441-00-350-001-6-441

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

BUDGETARY IMPACT:

Funds available as of 10/23/15.

Attachments

depts recommendation, bid tab, participation sheet

lease

legal

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	10/19/2015 04:02 PM
Budget & Management	Veronica Ortiz	10/21/2015 02:43 PM
Glinda Pacheco	Glinda Pacheco	10/23/2015 08:51 AM
Auditor's Office	Veronica Ortiz	10/23/2015 04:34 PM
Glinda Pacheco	Glinda Pacheco	10/23/2015 05:02 PM
Auditor's Office	Monica Badillo	10/23/2015 07:16 PM
Form Started By: Sandra Montalvo		Started On: 10/07/2015 07:35 AM
Final Approval Date: 10/23/2015		

Hidalgo County Purchasing Office
2812 S. Business Highway 281
New Administration Building
Edinburg, Texas 78539
(956) 318-2626/ Fax: (956) 318-2629

MEMORANDUM

(Departments Recommendation)

TO: **Norma Longoria, Director**
Hidalgo County WIC Program

Attn: **Mague Gonzalez, Adm. Asst.** **Vía email: mague.gonzalez@wic.co.hidalgo.tx.us**

FROM: Sandra Montalvo, Buyer II
Hidalgo County Purchasing Dept.

DATE: **September 28, 2015**

RE: **BID AWARD RECOMMENDATION REQUEST**
Bid No. 2015-267-09-23-SMA- Hidalgo County WIC Program-Lease of Office Space-City of Donna"

We have received **sole-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 bid to award or do you wish to reject and re-advertise?

We would like to present your recommendation on the next Commissioner's Court Meeting: therefore, we need your response **October 2, 2015 @ 10:00 a.m. or if possible earlier.** Please indicate your recommendation or any concerns on the space provided below and reply to the Purchasing Department via fax to (956) 318-2629 or via email to: **sandra.montalvo@co.hidalgo.tx.us**

☑ **APPROVE** ☐ **DISAPPROVE and/or REJECT**

Recommendations/Concerns: Please award to sole vendor - GBB Rentals

BUDGET ACCOUNT#: 5.1292.44.00.350.001.6.441

Should you have any questions or require further information please do not hesitate to call me at 318-2626- ext. 4865. Thank you for your attention and cooperation to this matter.

AUTHORIZED SIGNATURE	PRINTED NAME	DEPARTMENT	DATE
Norma Longoria	Norma L. Longoria	WIC	9/29/15

Enclosures

HIDALGO COUNTY PURCHASING DEPARTMENT
PARTICIPATING BIDDER'S LOG

BID OPENING DATE: SEPTEMBER 23, 2015 | **BID OPENING TIME: 9:30 A.M.**

DEPARTMENT/BID DESCRIPTION: ***Hidalgo County WIC Program-Lease of Space-City of Donna***

BID NO.: 2015-267-09-23-SMA | **Buyer: Sandra Montalvo**

	NAME OF VENDOR COMPANY/FIRM	BID REQUEST *VIA	SIGNATURE (if applicable) OR INITIALS OF STAFF	DATE	MAILING ADDRESS, PHONE No & E-MAIL ADDRESS
1.	GBB RENTALS, LTD Attn: Enrique Garza or Spencer Bell	BLM	Sandra Montalvo	09/08/15	P.O. BOX 8064 Weslaco, Tx 78599 5310 Garret Rd. Harlingen, TX. 78552 (O) 956-551-7662 (F) 956-968-9222 cell 956-551-7664 sbell1@hiline.net egarza@ebmerit.com
2.	PRIME VENDOR INC. Kimberly Doumit	BLM	Sandra Montalvo	09/10/15	4622 Cedar Avenue Bldg 5 Suite 124 Wilmington NC 28403 Phone: 800-746-9554 Fax: 800-746-8307 bids20@prime-vendor.com
3.	Cambridge Global Investments, LLC Dba Cambridge Properties Joseph V. Hettler , Broker/ Owner	BLM	Sandra Montalvo	09/14/15	P.O. box 970 McAllen, Texas 78505 Phone : 956-682-2905 Fax : 956-682-3103 Cell: 956-212-7750
4.					
5.					

***VIA:**
IN PERSON (IP)
TELEPHONE REQUEST (TR)
BIDDER LIST MAIL OUT (BLM)
E-MAIL REQUEST (EMR)

HIDALGO COUNTY PURCHASING DEPARTMENT BID TABULATION SHEET			
HIDALGO COUNTY WIC PROGRAM-*"Lease Of Office Space-City of Donna"*			
BID NO: 2015-267-09-23-SMA			
BID OPENING DATE: September 23, 2015		BID OPENING TIME: 9:30 A.M.	
PARTICIPATING VENDORS		**OPTION I** **Bid Price Per Square Foot:**	**OPTION II** **Bid Price Per Square Foot:**
1.	**GBB RENTALS, Harlingen Tx**	**N/B**	**.085 sq. ft**
2.			
3.			
4.			
5.			
6.			
7.			
8.			

THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

LEASE
C-15-267-10-27

THIS LEASE is made and entered into by and between **GBB Rentals, LTD,** referred to in this Lease as Lessor, and **THE COUNTY OF HIDALGO**, referred to in this Lease as Lessee.

In consideration of the mutual covenants and agreements set forth in this Lease, and other good and valuable consideration, Lessor demises and leases to Lessee, and Lessee leases from Lessor that certain real property described on Exhibit "A "attached hereto. The premises leased hereunder are referred to in this Lease as "the Premises" or "the Leased Premises." Lessee issued a Request for Bid in accordance with specifications in the Request for Bid and a copy of such Request for Bid Procurement packet and Bid Page is (collectively the "RFB") is attached hereto as Exhibit "B".

ARTICLE1. TERM

Term of Lease

1.1 Except as otherwise herein provided, the term of this Lease shall be commencing on **November 21, 2015** (as hereinafter defined) and ending on **September 30, 2016** (as hereunder defined) unless sooner terminated or unless renewed and extended in accordance with Paragraph 1.2, hereof. If the Premises are sold to an unrelated third party (not affiliated by common ownership with Lessor) at a time when more than six (6) months remains on the unexpired portion of the term of this Lease, then the unexpired portion of this Lease may, at Lessee's option, be shortened to six (6) months from the date of such sale.

Renewal or Termination

1.2. Lessee shall have the right and option to renew and extend the term of this Lease for a three (3) one (1) year terms and additional sixty (60) day grace period under the same rates, terms and conditions. If Lessee desires to renew and extend the term of this Lease for a renewal period, Lessee must give Lessor written notice of such renewal at least sixty (60) days prior to the termination of the initial lease term or any extension thereof. Any renewal or extension of this Lease shall be on the terms and conditions as provided herein. This Lease shall terminate and become null and void without further notice on the expiration of the term specified in Article 1.1, unless sooner terminated or renewed and extended in accordance with this Article 1.2 or 1.4 hereof; and any holding over by Lessee after the expiration of that term shall not constitute a renewal of the Lease or give Lessee any rights under the Lease in or to the Leased Premises.

Holdover

1.3 If Lessee holds over and continues in possession of the Leased Premises after expiration of the term of this Lease, Lessee will be deemed to be occupying the Premises on the basis of a month to month tenancy, subject to all of the terms and conditions of this Lease. The inclusion of this Article 1.2 shall not be construed as Lessor's consent for Lessee to hold over.

Termination

1.4 Lessee may declare this Lease, and all rights and interest created by it, to

be terminated without cause upon giving the Lessor sixty (60) days written notice. Upon Lessee's electing to terminate, this Lease shall cease and come to an end as if the day of the termination party's election were the day originally fixed in the Lease for its expiration.

Lessor's Warranty of Quiet Enjoyment

1.5. Lessor covenants and agrees that Lessee on paying the rent and other charges herein provided for and observing and keeping the covenants, conditions, and terms of this Lease on Lessee's part to be kept or performed, shall lawfully and quietly hold, occupy, and enjoy the Leased Premises during the term of this Lease without hindrance or molestation by Lessor or any person claiming under Lessor except such portion of the Leased Premises, if any, as shall be taken under the power of eminent domain.

ARTICLE 2. RENT

Base Rent

2.1 Lessee agrees to pay to Lessor, during the term hereof, a monthly rental equal to **Three Thousand Eight Hundred Twenty-five and no 00/100 ($3,825.00)** per month. In the event the Commencement Date is a day other than the first day of the month, the rent for the period from the commencement date to the last day of the month shall be prorated by dividing the monthly rental by thirty (30) days, and multiplying the result by the number of days remaining in the month that includes the Commencement Date.

Time and Manner of Payment

2.2 All rent due under this article shall be paid by Lessee on a monthly basis

and in advance, on the first business day of each month commencing on the Commencement Date. All installments of rent shall be paid in lawful money of the United States to the Lessor at 5310 Garrett Rd., Harlingen, TX 78552, or such other location or locations as Lessor shall from time to time designate by written notice to Lessee. Any rent due for any partial month at the beginning or the end of the term hereof shall be prorated on the basis of a thirty (30) day month.

Taxes

2.3 Lessor is responsible for rendering and paying all real estate taxes on the Property. Lessee shall be responsible for taxes, if any, on Lessee's personal property located on the Premises.

ARTICLE 3. USE OF PREMISES

Permitted Use

3.1 Lessee may use the premises for office space and for any other lawful purpose.

Waste, Nuisance, or Illegal Use

3.2 Lessee shall not use, or permit the use of, the Premises in any manner that results in waste of the Premises or constitutes a nuisance or violates any statute, ordinance, rule or regulation applicable to the premises or for any illegal purpose.

ARTICLE 4. REPAIRS AND MAINTENANCE

4.1 Lessee shall be responsible for providing general janitorial service. Lessee shall be responsible for all repairs and maintenance in connection with damage to the Premises caused by Lessee's negligent use of the Premises, and damage to fixtures and improvements resulting from negligent or willful acts of the Lessee, or the Lessee's

employees, agents, licenses or invitees. Lessor shall be responsible for all of the repairs and maintenance. In addition, Lessee shall repair all injury caused by the installation or removal of furniture, fixtures or property permitted under this Lease to be removed from the Leased Premises. All such repairs shall be made in a good, workmanlike manner using high quality materials.

LESSOR'S AND LESSEE'S DUTIES TO REPAIR

4.2 Lessor shall maintain the foundation, roof, plumbing, heating, ventilation and air conditioning systems ("HVAC") and structural integrity of the Leased Premises and shall make all such necessary repairs to the foundation, roof plumbing, HVAC and structural integrity of the Leased Premises, except that Lessee shall make those repairs occasioned by Lessee's negligent use of the Leased Premises.

LESSOR'S DUTY

4.3 Lessor shall construct, repair and maintain the Leased Premises so that the Premises will have:

(1) Effective waterproofing and weather protection of the contents of the Leased Premises by watertight roof, exterior walls, windows, and doors.

(2) Plumbing facilities that conform to applicable law, maintained in good working order.

(3) A water supply approved under applicable law that is under the control of Lessee, capable of producing hot and cold running water, or a system that is under the control of Lessor that produces hot and cold running water furnished to Lessee and connected to a sewage

disposal system conforming to applicable law.

(4) Heating, ventilation and air conditioning facilities conforming to applicable law which are more than adequate to heat, ventilate and air condition the improvements on the Leased Premises, and are maintained in good-working order.

(5) Electrical lighting, with wiring and electrical equipment that conform to applicable law, maintained in good working order.

(6) Building, grounds, and appurtenances in every part clean, sanitary, and free from all accumulations of debris, and all areas under control of Lessor kept in every part clean, sanitary, and free from all accumulations of debris.

(7) Floor, stairways, and railings maintained in good repair.

(9) Landscaping (all greenery, watering, and maintenance).

(10) Parking Lot (including painting, striping, paving, etc.)

Lessee's Right to Repair for Lessor or Vacate

4.4 (a) If after Lessee's notice to Lessor of repairs or maintenance which Lessor has a duty to undertake, Lessor neglects to make such repairs within thirty (30) days following written notice from Lessee, Lessee may make the repairs itself. In such a case, Lessee may deduct the expenses of the repairs from further payment of rent, terminate this Lease Agreement as of the date Lessee vacates the Premises and any rental shall be abated for the unexpired term of this Lease.

(b) For purposes of this Section 4.4, if Lessor make repairs at least

fifteen (15) days following the date of Lessee's notice to Lessor, it will be presumed to have act in a reasonable time.

ARTICLE 5. UTILITIES

Utility Charges

5.1 Lessee shall pay all utility charges, including but not limited to, electricity and water, used in and about the Leased Premises during the term of this Lease, all such charges to be paid by Lessee directly to the utility company or municipality furnishing the same, before the same shall become delinquent.

ARTICLE 6. ALTERATIONS, ADDITIONS, AND IMPROVEMENTS

Consent of Lessor

6.1 Lessee shall not make any alterations, additions, or improvements to the Leased Premises without the prior written consent of Lessor. Consent for nonstructural alterations, additions, or improvements shall not be unreasonably withheld by Lessor.

Property of Lessor

6.2 All alterations, additions, or improvements made by Lessee shall become the property of Lessor at the termination of this Lease. Lessor may, however, require that Lessee remove any or all alterations, additions, and improvements installed or made by Lessee, and any other property placed on the Premises by Lessee, upon termination of the Lease. In the event that Lessor requires Lessee to remove such alterations, additions, or improvements, Lessee shall repair any damage to the Premises caused by such removal.

ARTICLE 7. SIGNS

Signs

7.1 Subject to the written approval of Lessor, and further subject to applicable laws, ordinances and regulations, Lessee shall have the right to install signs on the Leased Premises. Lessee must remove all signs at the termination of this Lease and repair any damage resulting from the erection or removal of the signs.

ARTICLE 8. MECHANIC'S LIEN

8.1 Lessee will not permit any mechanic's lien or liens to be placed upon the Leased Premises or improvements on the Premises, and if such lien is claimed as a result of the acts of Lessee, Lessee will promptly pay the lien. If default in payment of the lien continues for twenty (20) days after written notice from Lessor, Lessor may, at its option, pay the lien or any portion of it without inquiry as to its validity. Any amounts paid by the Lessor to remove a mechanic's lien caused to be filed against the Premises or improvements on the Premises by Lessee, including expenses and interest, shall be due from Lessee to Lessor and shall be repaid to Lessor immediately on rendition of notice, together with interest at ten percent (10%) per annum until repaid.

ARTICLE 9. INSURANCE AND INDEMNITY

Property Insurance

9.1 Lessor shall, at its own expense, during the term of this Lease, keep all buildings and improvements on the Leased Premises insured against loss or damage by fire with extended coverage to include direct loss by windstorm, hail, explosion, riot, or riot attending a strike, civil commotion, aircraft, vehicles, and smoke, in the aggregate amounts of not less than the full fair insurable value of the buildings and improvements. The insurance is to be carried by one or more insurance companies licensed to do business in Texas and approved by Lessee. The policies shall provide that any

proceeds for loss or damage to buildings or to improvements shall be payable solely to Lessor, which sum Lessor shall use for repair and restoration purposes as provided herein. Lessee shall maintain all insurance on Lessee's personal property located within the Leased Premises and Lessee covenants and agrees that Lessor shall have no responsibility for damage or destruction of Lessee's personal property located within the Leased Premises.

General Liability Insurance

9.2 **Lessor**. Lessor, at its own expense, shall provide and maintain in force during the term of this Lease, liability insurance with limits of at least Five Hundred Thousand Dollar ($500,000.00), naming Lessee as additional insured. Prior to occupancy of the Premises, Lessor shall provide Lessee with evidence of such insurance satisfying the insurance requirements stated in the RFB, such evidence of insurance is attached hereto as “Exhibit C.”

9.3 **Lessee**. Lessee, at its own expense, shall provide and maintain in force during the term of this Lease, liability insurance in the amounts deemed adequate by Lessee.

Remedy for Failure to Provide Insurance

9.4 Lessor shall furnish Lessee with the original of all insurance policies required by this Article. If Lessor does not provide such policies or proof of such insurance within ten (10) days of the execution of this Lease, or if Lessor allows any insurance required under this Article to lapse after receipt of notice of cancellation or of non-renewal, or if Lessor fails to deliver proof of insurance showing coverages to Lessee prior to the effective date of such insurance and the original insurance policy within thirty

(30) days thereafter, such failure shall be a default of Lessor under this Lease; or Lessee may, but shall not be required, to take out such insurance and pay the premiums on the necessary insurance to comply with Lessor's obligations under the provisions of this Article. Lessor agrees to reimburse Lessee all amounts spent by Lessor to procure and maintain such insurance within fifteen (15) days after demand from Lessor. Failure to pay such amount when due shall be a default of Lessor under this Lease.

ARTICLE 10. DAMAGE OR DESTRUCTION OF PREMISES

Notice to Lessor

10.1 If the Leased Premises, or any structures or improvements on the Leased Premises, should be damaged or destroyed by fire, tornado, or other casualty, Lessee shall give immediate written notice of the damage or destruction to Lessor, including a description of the damage and, as far as known to Lessee, the cause of the damage.

10.2 If the building on the Leased Premises should be totally destroyed by fire, tornado, or other casualty, or if it should be so damaged that rebuilding is necessary, this Lease Agreement, at the option of the Lessee, shall terminate and rent shall be abated for the unexpired portion of this Lease, effective as of the date of said occurrence.

10.3 If the Leased Premises should be damaged by fire, tornado, or other casualty, but not to such an extent that rebuilding or repairs can reasonably be completed with thirty (30) working days from the date of the occurrence of the damage, this Lease shall not terminate, but Lessor shall, if the casualty has occurred prior to the final six (6) months of the lease term, at Lessor’s sole cost and risk proceed forthwith to rebuild or repair the Leased Premises to substantially the condition in which they existed prior to such damage. If the casualty occurs during the final six (6) months of

the lease term, Lessor shall not be required to rebuild or repair such damage. If the Leased Premises are to be rebuilt or repaired and are untenantable in whole or in part following such damage, the rent payable hereunder during the period in which they are untenantable shall be adjusted equitably. In the working days from the date of the occurrence of the damage, Lessee may at its option terminate this Lease by written notification at such time to Lessor, whereon all rights and obligations hereunder shall cease.

ARTICLE 11. CONDEMNATION

Total Condemnation

11.1 If during the term of this Lease all of the Leased Premises should be taken for any public or quasi-public use under any governmental law, ordinance, or regulation, or by right of eminent domain, or should be sold to the condemning authority under threat of condemnation, the Lease shall terminate, and the rent shall be abated during the unexpired portion of this Lease, effective as of the date of the taking of the premises by the condemning authority.

Partial Condemnation

11.2 If less than all, but more than ten percent (10%) of the Leased Premises is taken for any public or quasi-public use under any governmental law, ordinance, or regulation, or by right of eminent domain, or should be sold to the condemning authority under threat of condemnation, Lessee may terminate the Lease by giving written notice to Lessor within thirty (30) days after possession of the condemned portion is taken by the entity exercising the power of condemnation.

If the Leased Premises are partially condemned and Lessee fails to exercise the

option to terminate the Lease under this section, or if less than ten percent (10%) of the Leased Premises are condemned, this Lease shall not terminate, but Lessor may, at its sole expense, restore and reconstruct the building and other improvements situated on the Leased Premises to make them reasonably tenantable and suitable for the uses for which the Premises are Leased. The rent payable under Sections 2.1 of this Lease shall be decreased equitably during the period of such restoration or reconstruction.

Condemnation Award

11.3 Lessor and Lessee shall each be entitled to receive and retain such separate awards, and portions of lump sum awards, as may be allocated to their respective interest in any condemnation proceedings. The termination of this Lease shall not affect the rights of the respective parties to such awards.

ARTICLE 12. DEFAULT

Default by Lessee

12.1 If Lessee shall allow the rent to be in arrears more than ten (10) days after written notice of such delinquency, or shall remain in default under any other condition of this Lease for a period of fifteen (15) days after written notice from Lessor, Lessor may at its option, without notice to Lessee, terminate this Lease or, in the alternative, Lessor may re-enter and take possession of the Premises and remove all persons and property without being deemed guilty of any manner of trespass and re-let the Premises, or any part of the Premises, for all or any part of the remainder of the Lease term, to a party satisfactory to Lessor and at such monthly rental as Lessor may with reasonable diligence be able to secure. Should Lessor be unable to relet after reasonable efforts to do so, or should such monthly rental be less than the rental Lessee was obligated to pay

under this Lease, or any renewal of this Lease, plus the expense of reletting, then Lessee shall pay the amount of such deficiency plus reasonable attorney's fees to Lessor.

Default by Lessor

12.2 If Lessor defaults in the performance of any terms, covenants, or conditions required to be performed by it under this Lease, in addition to other remedies afforded Lessee under this Lease or at law, Lessee may elect that: Upon Lessee’s notice to Lessor of repairs or maintenance which Lessor has a duty to undertake, Lessor neglects to make such repairs within thirty (30) days following written notice from Lessee, Lessee may vacate the Premises, in which case it shall be discharged from further payment of rent, the performance of all other terms and conditions of this Lease, and this Lease shall terminate as of the date Lessee vacates the Premises and any rental shall be abated for the unexpired term of this Lease.

Cumulative Remedies

12.4 All rights and remedies of Lessor and Lessee under this Article shall be cumulative, and none shall exclude any other right or remedy provided by law or by any other provision of this Lease. All such rights and remedies may be exercised and enforced concurrently and whenever, and as often, as occasion for their exercise arises.

Waiver of Breach

12.5 A waiver by either Lessor or Lessee of a breach of this Lease by the other party does not constitute a continuing waiver or a waiver of any subsequent breach of the Lease.

ARTICLE 13. ASSIGNMENT AND SUBLETTING

Assignment and Subletting by Lessee

13.1 Lessee may sublet, assign, encumber, or otherwise transfer this Lease, or any right or interest in this Lease or in the Leased Premises or the improvements on the Leased Premises, with the written consent of Lessor. If Lessee sublets, assigns, encumbers, or otherwise transfers its rights or interest in this Lease or in the Leased Premises or the improvements on the Leased Premises, other than as specified herein, without the written consent of Lessor, Lessor may, at its option, declare this Lease terminated and Lessee and Lessor shall have no further obligation to each other under this Lease. In the event Lessor consents in writing to an assignment, sublease or other transfer of all or any of Lessee's rights under this Lease, the assignee or sublessee, must assume all of Lessee's obligations under this Lease, and Lessee shall remain liable for every obligation under the Lease. Lessor's consent under this section will not be arbitrarily or unreasonably withheld.

Assignment by Lessor

13.2 Lessor may assign or transfer any or all of its interests under the terms of this Lease.

ARTICLE 14. MISCELLANEOUS

Notices and Addresses

14.1 All notices required under this Lease will be deemed delivered when deposited in certified or registered mail, addressed to the proper party, at the following

addresses:

Lessor:	Lessee:
GBB Rentals Attn: Spencer Bell, Manager 5310 Garrett Rd Harlingen, Texas 78550	County of Hidalgo Attn: County Judge 100 East Cano, 2nd Floor Edinburg, Texas 78539

Either party may change the address to which notices are to be sent it by giving the other party written notice of the new address in the manner provided in this section.

Parties Bound

14.2 This Lease Agreement shall be binding upon, and inure to the benefit of, the parties to the Lease and their respective heirs, executors, administrators, legal representatives, successors and assigns when permitted by this Lease Agreement.

Texas Law to Apply

14.3 This Lease Agreement shall be construed under, and in accordance with, the laws of the State of Texas, and all obligations of the parties created by this Lease are performable in Hidalgo County, Texas.

Legal Construction

14.4 In case any one or more of the provisions contained in this Lease Agreement shall for any reason be held by a court of competent jurisdiction to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions of the Lease Agreement, and this Lease Agreement shall be construed as if the invalid, illegal, or unenforceable provision had never been included in the Lease Agreement.

Prior Agreements Superseded

14.5 This Lease Agreement constitutes the sole and only agreement of the parties and supersedes any prior understandings or written or oral agreements between the parties respecting the subject matter of this Lease Agreement.

Amendment

14.6 No amendment, modification, or alteration of the terms of this Lease Agreement shall be binding unless it is in writing, dated subsequent to the date of this Lease Agreement, and duly executed by the parties to this Lease Agreement.

Rights and Remedies Cumulative

14.7 The rights and remedies provided by this Lease Agreement are cumulative, and the use of any one right or remedy by either party shall not preclude or waive that party's right to use any or all other remedies. The rights and remedies provided in this Lease are in addition to any other rights the parties may have by law, statute, ordinance or otherwise.

Attorneys' Fees and Costs

14.8 If, as a result of a breach of this Lease Agreement by either party, the other party employs an attorney or attorneys to enforce its rights under this Lease, then the breaching or defaulting party agrees to pay the other party the reasonable attorneys' fees and costs incurred to enforce the Lease.

Force Majeure

14.9 Neither Lessor nor Lessee shall be required to perform any term, condition, or covenant in this Lease so long as such performance is delayed or prevented by force

majeure, which shall mean acts of God, strikes, lockouts, material or labor restrictions by any governmental authority, civil riot, floods, and any other cause not reasonably within the control of Lessor or Lessee and which by the exercise of due diligence Lessor or Lessee is unable, wholly or in part, to prevent or overcome.

Real Estate Commission and Finder's Fees

14.10 Neither Lessor nor Lessee has entered into any real estate commission or finder's fee agreements with any broker, agent or finder in respect of this transaction, and Lessor and Lessee each agree to indemnify and hold harmless the other from and against any and all claims, losses, damages, costs or expenses of any kind, or arrangement or understanding alleged to have been made by the indemnifying party or on its behalf with any broker, salesman or finder in connection with this Lease or the transactions contemplated hereby.

Estoppel Information

14.11 Lessee shall, at the request of Lessor, provide any and all information with respect to this Lease to any person designated by Lessor.

Time of Essence

14.12 Time is of the essence of this Lease Agreement.

Commitment of Current Revenues Only

14.13 In the event that, during any term hereof, the Commissioners Court does not appropriate sufficient funds to meet the obligations of Lessee under this Agreement, Lessee may terminate this Agreement upon sixty (60) days written notice to Lessor. Lessee agrees, however, to use reasonable efforts to secure funds necessary for the continued performance of this Agreement. The parties intend this provision to be a

continuing right to terminate this Agreement at the expiration of each budget period of Lessee pursuant to the provisions of Tex. Loc. Govt. Code Ann. ' 271.903 (Vernon Supp. 1996).

Entire Agreement

14.14 This Lease contains the entire agreement between the parties hereto, and each party acknowledges that neither has made (either directly or through any agent or representative) any representations or agreements in connection with this Contract not specifically set forth herein. This Contract may be modified or amended only by agreement in writing executed by County and Lessor, and not otherwise.

Immunities

14.15 Nothing in this Lease is intended to and Lessee does not hereby waive, release or relinquish any right to assert any of the defenses Lessee enjoys by virtue of the state or federal constitution, laws, rules or regulations, and any sovereign, official or qualified immunity available to Lessee as to any claim or action of any person, entity, or individual against Lessee.

THE UNDERSIGNED Lessor and Lessee execute this Lease Agreement on the day of _____, 2015.

HIDALGO COUNTY	**GBB Rentals, LTD**
_____	_____
By: Ramon Garcia, County Judge	By:
APPROVED AS TO FORM: Atlas, Hall & Rodriguez, L.L.P.	**ATTEST:**
_____	_____
By: Stephen L. Crain	By: Arturo Guajardo Jr., County Clerk

EXHIBIT "A"
LEGAL DESCRIPTION

EXHIBIT "A"

Lots 1, 2 and 3, Block 22, Original Townsite of the City of Donna, Hidalgo County, Texas.

EXHIBIT "B"
REQUEST FOR BID (RFB) &
BID PAGE

Hidalgo County Purchasing Department
New Administration Building
2812 S. Business Highway 281
Edinburg, Texas 78539
(956) 318-2626/ Fax: (956) 292-7612

September 8, 2015

Bidder's name

Address

City

State, Zip Code

Re: **Hidalgo County WIC Program**
Request for Bids -***"Lease Office Space-City of Donna"***
Bid No: **2015-267-09-23-SMA**

Dear Gentleman/Ladies:

Enclosed please find a Request for Bid (RFB) packet for your review and consideration.

Hidalgo County Purchasing Department welcomes and appreciates your participation in the bid process.

If any further assistance is required, please do not hesitate to call the Purchasing Department 956/318-2626.

Sincerely,

Martha L. Salazar

Martha L. Salazar, CPPB
Hidalgo County Purchasing Agent

MLS/sma
Enclosures

Hidalgo County Purchasing Department
2812 S. Business Highway 281
Edinburg, Texas 78539
(956) 318-2626/ Fax: (956) 292-7612

REQUEST FOR BIDS

TABLE OF CONTENTS

HIDALGO COUNTY WIC PROGRAM
"LEASE OFFICE SPACE-CITY OF DONNA"
RFSQ NO: 2015-267-09-23-SMA

Item	Description	No. of Pages
1.	Request for Bids Letter	1
2.	Request for Bids, Legal Notice	8
3.	Exhibit A, Specifications/Requirements	3
4.	Exhibit B, Bid Page	2
5.	Exhibit C, Insurance Requirements,	4
6.	Exhibit D, CIQ Conflict of Interest Questionnaire	1
7.	Vendor/Bidder Application and W-9 form	6
8.	Certification Regarding Debarment	1
9.	Draft Requirements Agreement	22

The above mentioned items shall be found in the Request for Bids (RFB) packet that is attached herewith. Should you find that any of the items are not attached in its entirety please contact Purchasing by calling (956) 318-2626, advise of missing documentation, and Purchasing will forward information either through facsimile or by U.S. Mail.

Thank you.

Martha L. Salazar

Martha L. Salazar, CPPB, Purchasing Agent

September 08, 2015
Date

LEGAL NOTICE

REQUEST FOR BIDS
Hidalgo County WIC Program

"Lease Office Space-City of Donna"
RFB No.: 2015-267-09-23-SMA

Bid No: 2015-267-09-23-SMA	Buyer: Sandra Montalvo	Tel. No: (956) 318-2626 x 4865

REQUEST FOR BIDS

Hidalgo County WIC Program

"Lease Office Space-City of Donna"

BID OPENING DATE: September 23, 2015 @ 9:30 a.m.

Contact Person:

Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
Physical location: 2802 S. Business Highway 281 - Administration Building
Postal/Mailing: 2812 S. Business Highway 281
Edinburg, Texas 78539
956-318-2626



Form HCPD-03

1. Sealed bids will be received for ***"HIDALGO COUNTY WIC PROGRAM- LEASE OFFICE SPACE-CITY OF DONNA"*** 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:2015-267-09-23-SMA-*HIDALGO COUNTY WIC PROGRAM-LEASE OFFICE SPACE-CITY OF DONNA"*** and in County's Purchasing Department, physical address: 2802 S. Business Hwy 281,mailing address 2812 S. Business 281 New Administration Building, Edinburg, Texas, **on or before 9:30 a.m., WEDNESDAY, September 23, 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*-2015-267-09-23-SMA-*HIDALGO COUNTY WIC PROGRAM-LEASE OFFICE SPACE-CITY OF DONNA*".

   Hidalgo County reserves the right to refuse and reject any/all RFB and to waive any/all formalities or technicalities, or to accept the RFB considered the best and most advantageous to Hidalgo County

3. Hidalgo County reserves the right to: A.) separate and accept, or eliminate any item(s) listed under this bid that it deems necessary to accommodate budgetary and/or operational requirements; B.) reject any or all bids submitted and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best bid for approval; and C.) award the bid to one bidder or to multiple bidders if the County determines it is in its best interest to do so."

4. The Bidder shall not substitute items named in the bid without the express written consent of Hidalgo County. Failure of the delivered item to perform as specified or failure to meet the stated delivery schedule shall release Hidalgo County from all obligations to the contracting party with regard to the item(s) in question. In such event, County may elect to award the contract to the next-lowest responsible bidder, or to reject all bids and re-advertise.

5. For work to be performed at a County owned or operated location, each bidder shall, in its sole discretion, visit the job site before preparing the bid and thoroughly familiarize himself/herself with existing conditions. Bidder should take field dimensions and note all circumstances which affect the dollar amount of the bid.

6. Descriptive specifications are referenced in this document to indicate the general kind and quality of equipment desired by Hidalgo County. Due to various styles and models of equipment, bidders are required to include illustrations, specifications, explanation of warranties, and service data with their bid including catalogue numbers and any necessary references.

7. No bid may be withdrawn within thirty (30) days from the scheduled time to open bids.

8. Proposed prices are to remain firm for a minimum of ninety (90) days after bid opening.

9. Any interpretations, amendments, corrections or changes to this bid document must be in a written addendum and signed by the County Judge or his designee. Addenda will be mailed to all who are known to have received a copy of the Request for Bids. Bidders shall acknowledge receipt of all addenda as a part of their bid.

10. County reserves the right to accept or reject any or all bids.

11. Any shipping costs are to be F.O.B., destination. (vendor pays all shipping cost and remains responsible until County takes procession)

12. County is exempt from Federal Excise Tax, State Tax and Local Tax. Do Not include tax in cost figure. If it is determined that tax was included in the cost figures it will not be included in the tabulation of any awards. Tax exemption certificates will be furnished upon request.

13. Funds for this procurement have been provided through the County budget for this fiscal year only. County, on an annual basis, has the right to reconsider a contract during the budget process for ensuing years if financial resources of County are insufficient to meet the liabilities of said contract. The award of a bid or contract hereunder will not be construed to create a debt of the County which is payable out of funds beyond the current fiscal year.

14. Upon award and prior to execution of a contract, Sole Proprietorships are required to submit a copy of their social security cards to the Hidalgo County Auditor's Office in order to establish an account with the County. All awarded vendors must submit a completed W-9 and a copy of their Federal ID Number Certificate.

15. **DELIVERY INSTRUCTIONS:**

- No deliveries accepted after 3:00 P.M., Monday-Friday.
- At least seventy two (72) hours prior notice of delivery must be given to Martha L. Salazar, Purchasing Agent before delivery will be accepted.
- If you need additional information call the office listed below:

Hidalgo County Purchasing Department
Martha L. Salazar, Purchasing Agent
(956) 318-2626

16. **BILLING AND PAYMENT INSTRUCTIONS:**

- **Invoices must include:**
  a) Name and address of successful bidder
  b) Name and address of receiving department or official
  c) Purchase Order Number (if any)
  d) Notation–**Hidalgo County WIC Program–*"Lease Office Space-City of Donna"*** Descriptive information as to the items or services delivered, including product code, item number, quantity, etc.
  e) Contract number must be indicated on all invoices.

- Discount payments will be considered when offered.
- Contact person for Billing and Payment questions:

Hidalgo County WIC Program
Attn: Margarita Gonzalez
3105 W. University Dr.
Edinburg, TX. 78539
(956) 381-4646

17. **SCHEDULE OF EVENTS**

Bid Opening at 9:30 a.m.	**September 23, 2015**
Award of Contract	
Commence Work or Deliver Products	

18. **BID OR PERFORMANCE BOND AND DEBARMENT CERTIFICATION; PAYMENT UNDER CONTRACT (if applicable):**

- If the contract proposed is for the construction of public works or is for a contract for goods & services exceeding $100,000, all bidders shall furnish a good and sufficient bid bond in the amount of five percent of the total contract price. A bid bond must be executed with a surety company authorized to do business in Texas. All bidders are also required to furnish a certification or acknowledgment stating that the contractor or vendor is free from suspension or debarment pursuant to federal regulation 45CFR Part 76.
- Together with the signing of a contract or issuance of a purchase order following the acceptance of a bid, and prior to commencement of the actual work, the bidder shall furnish a performance bond to the County for the full amount of the contract, if that contract exceeds $50,000.
- If the contract is for $50,000 or less, no money will be paid to the contractor until completion and acceptance of the work or the fulfillment of the purchase obligation to the County, and, if Applicable, the receipt by County of satisfactory evidence that all subcontractors and material men have been paid.
- If a contract is for the construction, alteration or repair of public buildings or public works, the contractor *shall* provide a payment bond for a contract in excess of Twenty Five Thousand Dollars ($25,000.00), as required by Tex. Govt. Code Ch. 2253.
- For requirements contracts, bond requirements are determined by applying the proposed unit price to the estimated quantities included in the specifications.

19. **ETHICAL STANDARDS:**

- It shall be a breach of ethics to offer, give or agree to give any elected official, department head or employee, or former elected official, department head or employee, of the County, or for any elected official, department head or employee or former elected official, department head or employee of the County, to solicit, demand, accept or agree to accept from another person, entity or organization, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation or any part of a program requirement or purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefore pending before any department or agency of the County.

- It shall be a breach of ethics for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor for any contract for the County, or any person associated therewith, as an inducement for the award of a subcontract or order.

- No public official shall have an interest in a contract awarded hereunder except in accordance with Tex. Loc. Govt. Code Chapter 171.

20. **DISCLOSURE OF CONFLICT OF INTEREST:**

- Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that any vendor, person, consultant or contractor considering doing business with Hidalgo County ("the County") to disclose in the Conflict of Interest Questionnaire (the "CIQ") attached as Exhibit D, the vendor, person, consultant or contractor's affiliation or business relationship that might cause a conflict of interest with the County. By law, the CIQ must be filed with the Hidalgo County Clerk's Office no later than the seventh business day after the date the person becomes aware of facts that require that statement to be filed. The disclosure requirement applies to a person or business who contracts or seeks to contract with Hidalgo County for the sale or purchase of property, goods or service. Any purchase order or contract resulting from this process shall be considered null and void if the successful bidder fails to comply with Texas Local Government Code Chapter 176. Vendors, consultants, contractors and others who desire to conduct business with Hidalgo County are encouraged to refer to Texas Local Government Code Chapter 176 for the details of this law. An offense under Texas Local Government Code Chapter 176 is a Class C Misdemeanor.

Please Submit completed CIQ forms to the Hidalgo County Clerk's Office located at 100 N. Closner, Edinburg, Texas 78539-Hidalgo County Courthouse **COMPLETION AND SUBMISSION OF FORM CIQ IS THE SOLE RESPONSIBILITY OF THE PROSPECTIVE BIDDER.**

21. If, during the life of any contract or bid awarded, the successful bidder's net prices generally available to other customers for items awarded herein are reduced below the contracted price, it is understood and agreed that the benefits of such reduction shall be extended to County.

22. Bids, and all goods and services provided hereunder, shall comply with all federal, state and local laws concerning this type(s) of goods and/or services

23. Minimum Standards for Responsible Prospective Bidders: A prospective bidder must affirmatively demonstrate bidder's responsibility. A prospective bidder, by submitting a bid, represents to County that it meets the following requirements:

- Possess or is able to obtain adequate financial resources as required to perform under the bid;
- Be able to comply with the required or proposed delivery schedule;
- Have a satisfactory record of performance;
- Have a satisfactory record of integrity and ethics;
- Be otherwise qualified and eligible to receive an award.

24. Successful bidder will pay or cause to be paid, without cost or expenses to County, all FICA, FUTA/SUTA and Federal Income Withholding Taxes of all employees, and all wages and benefits as required by Federal or State law. Successful bidder's officers, agents and/or employees will not be entitled to any benefits of an employee or elected official of County, including, but not limited to, benefits associated with County's civil service system.

25. Any contract award to a successful bidder will be in effect until (a) the contract expires, (b) delivery and acceptance of products, and/or performance of services ordered, or (c) terminated by County with thirty day's written notice prior to cancellation.

26. County reserves the right to enforce performance of any contract awarded hereunder in any manner prescribed by law or deemed to be in the best interest of the County in the event of breach or default by successful bidder; County reserves the right to terminate any contract immediately in the event a successful bidder fails to:

A. Meet schedules;
B. Pay any required fees or taxes; or
C. Otherwise perform in accordance with the specifications.

27. Successful bidder shall defend, indemnify and save harmless County and all its elected officials, officers, agents and employees from all suits, actions, or other claims of any character, name and description brought for or on account of any injuries or damages received or sustained by any person, persons, or property on account of any negligent act or fault of the successful bidder, or of any agent, employee, subcontractor or supplier of successful bidder in the execution of, or performance under, any contract which may result from bid award or which arises from any event or casualty happening on or within County premises themselves or happening upon or in any halls, elevators, entrances, stairways or approaches of or to such County facilities. Successful bidder shall pay any judgment with costs which may be obtained against County growing out of such injury or damages, and shall, upon request, provide a defense to County by counsel reasonably acceptable to County. Successful bidder's indemnity hereunder shall include, but is not limited to, claims relating to patent, copyright or trademark infringement, and the like, arising out of the goods and services provided by successful bidder.

28. Successful bidder shall warrant that all items/services shall conform with the specifications and/or all warranties provided under the Uniform Commercial Code and be free from all defects in material, workmanship and the like. Items supplied under a contract pursuant to this Request for Bids shall be subject to County's approval. Items found to be defective or not meeting specifications shall be replaced by successful bidder within two business days at no expense to County. Items not picked up within one (1) week after notification shall be deemed a donation to County and may be used or disposed of at County's discretion and without waiver of any other rights of County as to the item's nonconformity.

29. ***Vendors hereby assigns to purchaser any and all claims for overcharges associated with this contract which arises under the antitrust laws of the United States, 15 USCA, Section 1 ET. seq., and which arise under the antitrust laws of the State of Texas, Bus. & Com. Code, Section 15.01, ET. seq.***

30. This document and any disputes arising hereunder shall be governed and construed according to the laws of the State of Texas, and will be performable exclusively in Hidalgo County, Texas.

31. The successful bidder shall not assign, sell, transfer or convey its rights under any awarded contract, in whole or in part, without the prior written consent of County.

Bid
For
HIDALGO COUNTY WIC PROGRAM
"Lease Office Space-City of Donna"

To: Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
2802 S. Bus. Hwy. 281
Edinburg, Texas 78539

In accordance with the Specifications, and subject to all laws and regulations of the United States and state and local laws, the undersigned bidder proposes and commits to furnish all labor, equipment, material, software and services as set forth in the documents hereinbefore mentioned. The undersigned bidder further agrees, upon acceptance of its bid, to execute a contract and/or Purchase Order issued by Hidalgo County for performing and completing the work described in the Specifications within the time stated and for the prices proposed in the documents attached hereto and made a part hereof.

Bidder acknowledges receipt of all of the pages of the documents referenced in the Invitation to Bid Checklist presented in connection with this procurement. Bidder understands that Hidalgo County reserves the right to reject any or all bids and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best bid.

Bidder agrees that this bid shall be good and may not be withdrawn for a period of ninety (90) calendar days after the scheduled closing time for receiving bids, as contained in the Specifications.

Respectfully submitted,

Bidder: _____

Address: _____

By: _____

Printed Name: _____

Title: _____

EXHIBIT "A"

SPECIFICATIONS/REQUIREMENTS

REQUEST FOR BIDS
Hidalgo County WIC Program

"Lease Office Space-City of Donna"
RFB No.: 2015-267-09-23-SMA

EXHIBIT-"A"

Specifications/Requirements

Hidalgo County WIC Program

"Lease Office Space -City Of Donna"

Bid No.: 2015-267-09-23-SMA

INSTRUCTIONS TO BIDDERS:

These instructions apply to all offers made to Hidalgo County (herein referred to as "County") by all prospective vendors (herein after referred to as "Bidders") on behalf of Solicitations including, but not limited to, Invitations to Bid.

- Please review this document in its entirety. Be sure your bid is complete, and double check your bid for accuracy.
- Open records access to all information submitted. All information included will be open to the public, other bidders, media as per Open Records Act and not be confidential in nature. If you deem any information as confidential it should not be made part of your bid package.

SPECIFICATIONS

1) Said office space shall have the designated rooms or areas for conducting the following functions: reception area, nutrition education, counseling room, issuance of food cards via computers, lab, lactation room, lounge area and two (2) storage rooms.

2) Said office space should be located in the downtown area in Donna, Texas, Must provide a min. of 3,000 square feet to a maximum of 4,500 square feet of available tile floor space to perform WIC services.

3) The building will meet all ADA accessibility requirements and shall be fully handicap accessible from all parking facilities.

4) Building must have handicapped accessible toilet, facilities for both men and women and separate bathroom facilities for employees.

5) Parking area should have a minimum of thirty (30) parking spaces. Ten (10) designated spaces for staff, with access, leading to the building and with at least two (2) designated handicap parking spaces, with ramp access available from such spaces to the building.

6) Bid premises must have water, sewer, natural gas and electricity, central air and heating of the entire building, including garbage pickup.

7) The bid premises shall have a central cooling and heating system. Maintenance of the air/heating system, electrical and keeping the entire building mold free at all times will be the responsibility of the Lessor

8) Building shall be safe from rodents & insects prior to occupancy by the WIC Program staff. The Lessor at his own expense shall be responsible for pest control throughout the term of this contract.

9) Building should have a minimum of three (3) fire extinguishers or amount required by the City

Fire Code under federal, state local and building codes and regulations. Floor area exits of exit access doorways must comply with the City Fire Code under Federal, state and local building codes and regulations.

REQUIREMENTS, *TERMS and/or CONDITIONS:*

1) The awarded bidder shall adhere to the following insurance requirements:

   a) Property insurance policy shall provide that any proceeds for loss or damage to building or to improvements shall be payable solely to Lessor, which sum shall be used by Lessor for repair and restoration purpose.

   b) Certificates of insurance shall be submitted to WIC Office for approval prior to rental services being performed by Lessor hereunder. Bidder shall maintain liability insurance on the building as described and listed in: **Insurance Requirements: See Exhibi t "C" attached.** Plus also insure building for fire, accident and natural disaster;

   c) The award of the bid will be evident by a written lease agreement in a form acceptable to Hidalgo County.

2) Bidder must charge by the square foot for the rental space;

3) The floor plans of the building will be constructed according to the Program Director. If present building needs a renovation; the renovation work will be made by Lessor and at Lessor's cost.

4) An existing building must be ready for occupancy with all specifications completed and be in compliance with the Americans with Disabilities Act, ninety (90) days from the date of awarding bid or the award will become void/null.

5) Provide the legal description of the property along with your bid and include a proposed "Floor Plan Layout" of your facility.

6) Hidalgo County is requesting that all interested vendor(s) submitting bids for this project must provide the following:
   a) Property ID number and/or Geographic ID number.
   b) Legal Description as listed in your local Hidalgo County Appraisal District for proposed property.

7) Term of contract shall be for a period of three (3) years under Option I. Option II shall include the County's option to renew contract for one (1) additional year under the same terms and conditions as the initial three year period. Lease will have a sixty (60) day cancellation clause.

8) 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/ contract.

9) If a new building is to be constructed there should be a completion date of approximately one hundred and twenty (120) days from date bid was awarded. If completion date is not met, bid will become void/null.

10) 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 to the County.

11) The complete space will be inspected by WIC Program Director, before lease contract is in place, in order to verify status and kind of business activity within the building.

12) Hidalgo County reserves the right to hold bids for a period of ninety (90) days without taking any action.

13) Any contract award to a successful bidder will be in effect until:

- The contract expires
- Delivery and acceptance of products and/ performance of services ordered
- Or termination by County with a (30) day written notice prior to cancellation/termination.

ADDITIONAL INFORMATION:

Hidalgo County is requesting that any and all questions, inquiries, and clarifications regarding quotes, bids, proposals, or statement of qualifications be addressed to Martha L. Salazar, Purchasing Agent, 2812 S. Business Highway 281, Edinburg, Texas 78539. **TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.**

QUESTION & ANSWERS

All written inquiries will be accepted via e-mail to sandra.montalvo@co.hidalgo.tx.us no later than Wednesday, September 16 2015 by 5:00 p.m. Responses will be sent to all respondents via email by no later than Friday, September 18, 2015 by 5:00 p.m.

All costs and expenses associated with the preparation and submission of bids shall be the responsibility of the bidder and no reimbursements for such charges or expenses shall be passed on to Hidalgo County.

EXHIBIT "B"

BID PAGE

REQUEST FOR BIDS
Hidalgo County WIC Program

"Lease Office Space-City of Donna"
RFB No.: 2015-267-09-23-SMA

EXHIBIT-"B"

Bid Page
Hidalgo County WIC Program
"Lease Office Space–City Of Donna"
RFB NO.: 2015-267-09-23-SMA

OPTION I –

INITIAL THREE (3) YEAR TERM:

Monthly charge for "Lease space WIC-Clinic in the City of Donna" as requested , but not limited to, in the Specifications as listed in Exhibit "A" of this document and under the terms and conditions described for the initial three (3) year term of the contract.

BID PRICE PER SQUARE FOOT: $ _____

TOTAL SQ. FT. OF PROPOSED BUILDING: _____**sq. ft.**

Please write/spell out your bid below in dollars and cents:_____

_____

OPTION II

Initial Three-Year Term With An Additional One-Year-Renewal, At County's Option:

Monthly charge for "Lease space WIC-Clinic in the City of Donna" as requested, but not limited to, in the Specifications as listed in Exhibit "A" of this document and under the terms and conditions described for the initial three (3) year term with an additional one-year (1) renewal at the County's option to renew.

BID PRICE PER SQUARE FOOT: $ _____

TOTAL SQ. FT. OF PROPOSED BUILDING: _____**sq. ft**

Please write/spell out your bid below in dollars and cents: _____

Proposed (address) Location:_____ **Donna, TX.** _____
(Zip-Code)

PROPERTY ID # and/or GEOGRAPHIC ID: (Local Appraisal District Info.)_____

_____

LEGAL DESCRIPTION OF PROPERTY:_____

_____

EXHIBIT-"B"

Bid Page
Hidalgo County WIC Program
"Lease Office Space–City Of Donna"
RFB NO.: 2015-267-09-23-SMA

BIDDER'S INFORMATION:

I/We the undersigned hereby certify that I/We am/are a duly authorized official of the company and have the authority to sign on behalf of the company and assure that all statements made in the bid are true. I/We agree to furnish and deliver the specified items/services at the prices stated herein, and have read, understand, and agree to the terms and conditions contained herein and on all of the attachments.

BIDDER/COMPANY NAME: _____

ADDRESS: _____

CITY/STATE/ZIP CODE: _____

PHONE & FAX NO'S: _____

CELLULAR NO: _____

E-MAIL ADDRESS: _____

AUTHORIZED SIGNATURE: _____

PRINTED NAME: _____

TITLE _____

EXHIBIT "C"

INSURANCE REQUIREMENTS

REQUEST FOR BIDS
Hidalgo County WIC Program

"Lease Office Space-City of Donna"
RFB No.: 2015-267-09-23-SMA

EXHIBIT "C"

Insurance Requirements
Applicable to the Acquisition of Goods and /or Services
(other than Professional Services)

The Bidder awarded the contract shall furnish proof of insurance, which will also include any subcontractor that is subcontracted by the bidder in at least the following limits, to be in place prior to providing any services under this Contract and to continue at all times in force in effect during the term of this Contract:

1. A Five Hundred Thousand Dollar ($500,000.00) Comprehensive General Liability insurance policy providing additional coverage to all underlying liabilities of County.

2. Automobile liability insurance policy with limits of at least Three Hundred Thousand Dollars ($300,000.00) per person and Five Hundred Thousand Dollars ($500,000.00) per occurrence. Coverage should include injury to or death of persons and property damage claims with limits up to Five Hundred Thousand ($500,000.00) arising out of the services provided to County hereunder.

3. Uninsured/Underinsured motorist coverage in an amount equal to the bodily injury limits set forth immediately above;

4. Workers compensation insurance in amounts established by Texas law, unless the Bidder is specifically exempted from the Texas Workers Compensation Act, Texas Labor Code Chapter 401, et. seq.

Hidalgo County will only accept certificates of insurance on an Acord form (as attached hereto). Certificates of insurance shall name Hidalgo County as additional insured and must be submitted to County for approval prior to any services being performed by Contractor. Each policy of insurance required hereunder shall extend for a period equivalent to, or longer than the term of the Contract, and any insurer hereunder shall be required to give at least thirty (30) days written notice to the County prior to the cancellation of any such coverage on the termination date, or otherwise. This Contract shall be automatically suspended upon the cancellation, or other termination, of any required policy of insurance hereunder, and such suspension shall continue until evidence adequate replacement coverage is provided to County. If replacement coverage is not provided within thirty (30) days following suspension of the Contract, this Contract shall automatically terminate.

Revised 10/01/08

ACORD CERTIFICATE OF INSURANCE

DATE (MM/DD/YY)

PRODUCER	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.
	INSURERS AFFORDING COVERAGE
INSURED	INSURER A:
	INSURER B:
	INSURER C:
	INSURER D:
	INSURER E:

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THER TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A	GENERAL LIABILITY ☐ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS MADE ☐ OCCUR ☐ OWNER'S & CONT. PROT ☐ OWNER'S PROTECTIVE LIABILITY GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PROJECT ☐ LOC				EACH OCCURRENCE	$
					FIRE DAMAGE (Any one fire)	$
					MED EXP (Any one person)	$
					PERSONAL & ADV INJURY	$
					GENERAL AGGREGATE	$
					PRODUCTS - COMP/OP AGG	$
B	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ☐ NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident)	$
					BODILY INJURY (Per person)	$
					BODILY INJURY (Per accident)	$
					PROPERTY DAMAGE (Per accident)	$
	GARAGE LIABILITY ☐ ANY AUTO				AUTO ONLY-EA ACCIDENT	$
					OTHER THAN AUTO ONLY EA ACC / AGG	$ / $
C	EXCESS LIABILITY ☐ OCCUR ☐ CLAIMS MADE ☐ DEDUCTIBLE ☐ RETENTION $				EACH OCCURRENCE	$
					AGGREGATE	$
						$
						$
						$
D	WORKERS COMPENSATION AND EMPLOYER'S LIABILITY				WC STATU- TORY LIMITS ☐ OTHER	
					E.L. EACH ACCIDENT	$
					E.L. DISEASE-EA EMPLOYEE	$
					E.L. DISEASE-POLICY LIMIT	$
	OTHER					

SAMPLE

DESCRIPTION OF OPERATIONS / LOCATION / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

County of Hidalgo shall be named as additional insured on all Commercial General Liability policies.

CERTIFICATE HOLDER	ADDITIONAL INSURED; INSURER LETTER:	CANCELLATION
Hidalgo County Attn: Purchasing Department 2812 S Highway Bus. 281 Edinburg, Texas 78539		SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BY CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE

Insurance Requirement Acknowledgment

I, _____, authorized representative for _____,
Company/Vendor

hereby acknowledge receipt of the County's required insurance limits. Said requirements:

☐ will be acquired within 10 working days after notification from Purchasing Department of bid awarded by the Hidalgo County Commissioner's Court;

☐ will acquire additional amounts required to meet the County's requirements within 10 working days after notification from Purchasing Department of bid award by the Hidalgo County Commissioner's Court; currently carry the following:

Automobile Liability: $_____ General Liability: $_____

☐ have already been met, see attached copy of insurance certificate.

_____ _____
Authorized Representative Date

Notice to Bidder:
A certificate of insurance for the required insurance limits shall be provided to the Purchasing Department's Contract Managers in order to qualify for award of bid and to execute a contract between your Company and the County

Failure to provide Certificates of Insurance to the Purchasing Department's Contract Managers will cause the bid award to be rescinded and re-awarded to next lowest bidder. Certificates of Insurance will be monitored and verified on a **quarterly basis** to ensure coverage policy is in place. It is the Company's obligation to maintain the appropriate insurance coverage throughout the term of the contract.

THIS FORM MUST ACCOMPANY BID PACKET

PROJECT REQUIREMENTS ACKNOWLEDGMENT

This is to certify that I, _____, possess all of the APPLICABLE:

1. Licenses: _____.
2. Bonds: _____.
3. Certificates: _____.
4. Permits: _____.
5. Other: _____.

necessary to carry out the required project. Furthermore, I am providing copies of the required documentation so that, if my company is awarded this bid, I may be eligible to enter into a contract with Hidalgo County and proceed to complete the project in a timely manner.

* Any licenses, bonds, certificates, permits, etc. which are required must be presented as part of the bid packet in order to expedite the bid evaluation process. Failure to provide said documentation will result in the disqualification of your bid.

_____ _____.

Authorized Signature Date

_____.

Company

_____.

Address

_____.

City, State, Zip

EXHIBIT "D"

CIQ FORM
CONFLICT OF INTEREST QUESTIONNAIRE

REQUEST FOR BIDS
Hidalgo County WIC Program

"Lease Office Space-City of Donna"
RFB No.: 2015-267-09-23-SMA

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 08/29/2007

(Copy of receipt and this form must be submitted with bid)

VENDOR'S APPLICATION & W-9 FORM

REQUEST FOR BIDS
Hidalgo County WIC Program

"Lease Office Space-City of Donna"
RFB No.: 2015-267-09-23-SMA

HIDALGO COUNTY
PURCHASING DEPARTMENT
Bidder/Vendor Application

Complete in print or type. Please return this application to the Hidalgo County Purchasing Department
thru Facsimile: (956) 318-2629 or (956) 292-7612
in person or regular mail to: 2812 S. Business Hwy. 281 , Edinburg, Texas 78539
or e-mail: purchasing@co.hidalgo.tx.us

Company Name: Telephone No. ( )

dba Name:

Legal Name:

Mailing Address : Fax No. ( )

Physical Address:

City, State, Zip Tax I.D. No.

Remit to Address : City, State, Zip

E-Mail Address:

Representative(s) Name(s) & Title(s)

Type of Organization (check one): _____ Individual _____ Partnership _____ Corporation _____Non-Profit
_____ LLC _____ Sole Proprietor _____ Other, Specify
State Identification No._____ (Please attached completed W-9 form with this application)
Federal Identification No. or (if individual) SS No.

State of Incorporation: _____ Date:_____ Other:

Type of Business (check one): _____ Manufacturer _____ Wholesaler _____ Retailer _____ Broker
_____ Distributor _____ Service Organization _____ Other, Specify

Name & Title of Person(s) Authorized to Sign Bids, Proposals, and/or Contracts:

Small and/or Disadvantaged Business Information (check application criteria)
Small Business:_____Disadvantaged Business (At Least 51% Ownership)

☐ Less than 125,000 annual gross receipt
☐ Less than 250,000 annual gross receipt
☐ Less than 499,000 annual gross receipt
☐ More than 500,000 annual gross receipt

☐ Black American
☐ Hispanic American
☐ Asian Pacific American

☐ Native American
☐ Women
☐ Other

Have you been certified as a HUB or an MBE/WBE source?: ☐ Yes ☐ No

Indicate Certification No.(s):_____ or are Certificate(s) attached?: ☐ Yes ☐ No

What type of product(s) is/are solicited by your company?:

Would you like to be provided with specifications for procurements of such products?: ☐ Yes ☐ No

To Be Completed by the County: Rec'd by (Purchasing):_____ Date Rec'd by (Purchasing):

Date Forwarded Information to Auditor's Office:_____Entry Date: _____ Vendor No.:

HISTORICALLY UNDERUTILIZED BUSINESS (HUB) DECLARATION

The primary objective of the Hidalgo County HUB Program is to ensure Historically Underutilized Businesses receive a fair and equal opportunity for participation in the County's procurement process. This fact holds true for Services (Professional & Non-Professional), Commodities, and Construction contracts and any subcontracts thereto. The program strongly encourages Prime Contractors to provide subcontracting opportunities to Certified Hub Contractors/Vendors. Our goal for HUB contractor/vendor participation, as well as HUB subcontractor participation is 30%. To be considered as a "Certified HUB Contractor/Vendor" the contractor/vendor must have been certified by, and hold a current and valid certification with any of the three agencies listed below.

Have you been Certified as a HUB or an MBE/WBE source?: ☐ Yes ☐ No

If yes, by whom? ☐ Texas Building & Procurement Commission: ☐ Other_____

Indicate Certification No(s).:_____ or Are Certificate(s) Attached?: ☐ Yes ☐ No

LIST OF CERTIFIED HUB SUBCONTRACTORS

(Attach additional pages if necessary)

What percentage of the Bid, RFP, or RFQ is to be subcontracted with Certified HUB sources?: _____% (List HUB Subcontractor information below).

HUB Subcontractor Name: _____ HUB Status:
Certifying Agency (Check all applicable): ☐Texas Building & Procurement Commission ☐ Other
Address: _____ City: _____ State: _____ Zip:
Contact Person: _____ Title: _____ Phone No.: ( )
Subcontract Amount: $_____ Description of Work to be Performed:

HUB Subcontractor Name: _____ HUB Status:
Certifying Agency (Check all applicable): ☐Texas Building & Procurement Commission ☐ Other
Address: _____ City: _____ State: _____ Zip:
Contact Person: _____ Title: _____ Phone No.: ( )
Subcontract Amount: $_____ Description of Work to be Performed:

HUB Subcontractor Name: _____ HUB Status:
Certifying Agency (Check all applicable): ☐Texas Building & Procurement Commission ☐ Other
Address: _____ City: _____ State: _____ Zip:
Contact Person: _____ Title: _____ Phone No.: ( )
Subcontract Amount: $_____ Description of Work to be Performed:

Form **W-9**
(Rev. August 2013)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Give Form to the requester. Do not send to the IRS.

Print or type
See Specific Instructions on page 2.

Name (as shown on your income tax return)

Business name/disregarded entity name, if different from above

Check appropriate box for federal tax classification:
☐ Individual/sole proprietor ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____

☐ Other (see instructions) ▶

Exemptions (see instructions):
Exempt payee code (if any) _____
Exemption from FATCA reporting code (if any) _____

Address (number, street, and apt. or suite no.)

Requester's name and address (optional)

City, state, and ZIP code

List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number
☐☐☐ - ☐☐ - ☐☐☐☐

Employer identification number
☐☐ - ☐☐☐☐☐☐☐

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below), and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign Here Signature of U.S. person ▶ Date ▶

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. The IRS has created a page on IRS.gov for information about Form W-9, at *www.irs.gov/w9*. Information about any future developments affecting Form W-9 (such as legislation enacted after we release it) will be posted on that page.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, payments made to you in settlement of payment card and third party network transactions, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct.

Note. If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

In the cases below, the following person must give Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States:

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the entity,
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the trust, and
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person, do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS a percentage of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the Part II instructions on page 3 for details),
3. The IRS tells the requester that you furnished an incorrect TIN,
4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or
5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code* on page 3 and the separate Instructions for the Requester of Form W-9 for more information.

Also see *Special rules for partnerships* on page 1.

What is FATCA reporting? The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all United States account holders that are specified United States persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code* on page 3 and the Instructions for the Requester of Form W-9 for more information.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account, for example, if the grantor of a grantor trust dies.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of $50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a $500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Name

If you are an individual, you must generally enter the name shown on your income tax return. However, if you have changed your last name, for instance, due to marriage without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name.

If the account is in joint names, list first, and then circle, the name of the person or entity whose number you entered in Part I of the form.

Sole proprietor. Enter your individual name as shown on your income tax return on the "Name" line. You may enter your business, trade, or "doing business as (DBA)" name on the "Business name/disregarded entity name" line.

Partnership, C Corporation, or S Corporation. Enter the entity's name on the "Name" line and any business, trade, or "doing business as (DBA) name" on the "Business name/disregarded entity name" line.

Disregarded entity. For U.S. federal tax purposes, an entity that is disregarded as an entity separate from its owner is treated as a "disregarded entity." See Regulation section 301.7701-2(c)(2)(iii). Enter the owner's name on the "Name" line. The name of the entity entered on the "Name" line should never be a disregarded entity. The name on the "Name" line must be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner's name is required to be provided on the "Name" line. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on the "Business name/disregarded entity name" line. If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

Note. Check the appropriate box for the U.S. federal tax classification of the person whose name is entered on the "Name" line (Individual/sole proprietor, Partnership, C Corporation, S Corporation, Trust/estate).

Limited Liability Company (LLC). If the person identified on the "Name" line is an LLC, check the "Limited liability company" box only and enter the appropriate code for the U.S. federal tax classification in the space provided. If you are an LLC that is treated as a partnership for U.S. federal tax purposes, enter "P" for partnership. If you are an LLC that has filed a Form 8832 or a Form 2553 to be taxed as a corporation, enter "C" for C corporation or "S" for S corporation, as appropriate. If you are an LLC that is disregarded as an entity separate from its owner under Regulation section 301.7701-3 (except for employment and excise tax), do not check the LLC box unless the owner of the LLC (required to be identified on the "Name" line) is another LLC that is not disregarded for U.S. federal tax purposes. If the LLC is disregarded as an entity separate from its owner, enter the appropriate tax classification of the owner identified on the "Name" line.

Other entities. Enter your business name as shown on required U.S. federal tax documents on the "Name" line. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on the "Business name/disregarded entity name" line.

Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the *Exemptions* box, any code(s) that may apply to you. See *Exempt payee code* and *Exemption from FATCA reporting code* on page 3.

Exempt payee code. Generally, individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends. Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.

Note. If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding.

The following codes identify payees that are exempt from backup withholding:

1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2)

2—The United States or any of its agencies or instrumentalities

3—A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities

4—A foreign government or any of its political subdivisions, agencies, or instrumentalities

5—A corporation

6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States

7—A futures commission merchant registered with the Commodity Futures Trading Commission

8—A real estate investment trust

9—An entity registered at all times during the tax year under the Investment Company Act of 1940

10—A common trust fund operated by a bank under section 584(a)

11—A financial institution

12—A middleman known in the investment community as a nominee or custodian

13—A trust exempt from tax under section 664 or described in section 4947

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 7
Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 4
Payments over $600 required to be reported and direct sales over $5,000[1]	Generally, exempt payees 1 through 5[2]
Payments made in settlement of payment card or third party network transactions	Exempt payees 1 through 4

[1] See Form 1099-MISC, Miscellaneous Income, and its instructions.

[2] However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney, and payments for services paid by a federal executive agency.

Exemption from FATCA reporting code. The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements.

A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37)

B—The United States or any of its agencies or instrumentalities

C—A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities

D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Reg. section 1.1472-1(c)(1)(i)

E—A corporation that is a member of the same expanded affiliated group as a corporation described in Reg. section 1.1472-1(c)(1)(i)

F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state

G—A real estate investment trust

H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940

I—A common trust fund as defined in section 584(a)

J—A bank as defined in section 581

K—A broker

L—A trust exempt from tax under section 664 or described in section 4947(a)(1)

M—A tax exempt trust under a section 403(b) plan or section 457(g) plan

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-member LLC that is disregarded as an entity separate from its owner (see *Limited Liability Company (LLC)* on page 2), enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note. See the chart on page 4 for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local Social Security Administration office or get this form online at *www.ssa.gov*. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at *www.irs.gov/businesses* and clicking on Employer Identification Number (EIN) under Starting a Business. You can get Forms W-7 and SS-4 from the IRS by visiting IRS.gov or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note. Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: *A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8.*

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if items 1, 4, or 5 below indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on the "Name" line must sign. Exempt payees, see *Exempt payee code* earlier.

Signature requirements. Complete the certification as indicated in items 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account [1]
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor [2]
4. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee [1]
b. So-called trust account that is not a legal or valid trust under state law	The actual owner [1]
5. Sole proprietorship or disregarded entity owned by an individual	The owner [3]
6. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulation section 1.671-4(b)(2)(i)(A))	The grantor*
For this type of account:	**Give name and EIN of:**
7. Disregarded entity not owned by an individual	The owner
8. A valid trust, estate, or pension trust	Legal entity [4]
9. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
10. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
11. Partnership or multi-member LLC	The partnership
12. A broker or registered nominee	The broker or nominee
13. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
14. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulation section 1.671-4(b)(2)(i)(B))	The trust

[1] List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

[2] Circle the minor's name and furnish the minor's SSN.

[3] You must show your individual name and you may also enter your business or "DBA" name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

[4] List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships* on page 1.

*Note. Grantor also must provide a Form W-9 to trustee of trust.

Note. If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records from Identity Theft

Identity theft occurs when someone uses your personal information such as your name, social security number (SSN), or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Publication 4535, Identity Theft Prevention and Victim Assistance.

Victims of identity theft who are experiencing economic harm or a system problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

Protect yourself from suspicious emails or phishing schemes. Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to *phishing@irs.gov*. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at: *spam@uce.gov* or contact them at *www.ftc.gov/idtheft* or 1-877-IDTHEFT (1-877-438-4338).

Visit IRS.gov to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.

CERTIFICATION REGARDING DEBARMENT

REQUEST FOR BIDS
Hidalgo County WIC Program

"Lease Office Space-City of Donna"
RFB No.: 2015-267-09-23-SMA

Certification
Regarding Debarment, Suspension and Ineligibility

As is required by the Federal Regulations Implementing Executive Order 12549, Debarment and Suspension, 45 CFR Part 76, Government-wide Debarment and Suspension, the applicant certifies, to the best of his or her knowledge and belief, that both it and its principals:

a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency;

b. Have not within a three-year period preceding this bid proposal and/or application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction, violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

c. Are not presently indicted for or otherwise criminally or civilly charged by a government entity with commission of any of the offenses enumerated herein; and

d. Have not within a three-year period preceding this bid proposal and/or application had one or more public transactions terminated for cause or default.

Signature:_____
Print Name:_____
Title:_____
Telephone Number:_____
Date:_____

If the bidder is unable to certify to all of the statements in this Certification, such bidder should attach an explanation to this proposal.

OPENED
9:33am 9-23-15

EXHIBIT-"B"

Bid Page
Hidalgo County WIC Program
"Lease Office Space-City Of Donna"
RFB NO.: 2015-267-09-23-SMA

Witnessed

OPTION I –

INITIAL THREE (3) YEAR TERM:

Monthly charge for "Lease space WIC-Clinic in the City of Donna" as requested , but not limited to, in the Specifications as listed in Exhibit "A" of this document and under the terms and conditions described for the initial three (3) year term of the contract.

BID PRICE PER SQUARE FOOT: $ _____

TOTAL SQ. FT. OF PROPOSED BUILDING: _____ **sq. ft.**

Please write/spell out your bid below in dollars and cents: _____

OPTION II

Initial Three-Year Term With An Additional One-Year-Renewal, At County's Option:

Monthly charge for "Lease space WIC-Clinic in the City of Donna" as requested, but not limited to, in the Specifications as listed in Exhibit "A" of this document and under the terms and conditions described for the initial three (3) year term with an additional one-year (1) renewal at the County's option to renew.

BID PRICE PER SQUARE FOOT: $ .85

TOTAL SQ. FT. OF PROPOSED BUILDING: 4,500 **sq. ft**

Please write/spell out your bid below in dollars and cents: THREE THOUSAND EIGHT HUNDRED TWENTY FIVE

Proposed (address) Location: 301 S. 8TH Street **Donna, TX.** 78537 (Zip-Code)

PROPERTY ID # and/or GEOGRAPHIC ID: (Local Appraisal District Info.) HCAD # 160820

LEGAL DESCRIPTION OF PROPERTY: LOTS 1, 2 and 3, ORIGINAL TOWNSITE OF THE CITY OF DONNA, HIDALGO COUNTY, TEXAS, BLOCK 22

EXHIBIT-"B"

Bid Page

Hidalgo County WIC Program

"Lease Office Space-City Of Donna"

RFB NO.: 2015-267-09-23-SMA

BIDDER'S INFORMATION:

I/We the undersigned hereby certify that I/We am/are a duly authorized official of the company and have the authority to sign on behalf of the company and assure that all statements made in the bid are true. I/We agree to furnish and deliver the specified items/services at the prices stated herein, and have read, understand, and agree to the terms and conditions contained herein and on all of the attachments.

BIDDER/COMPANY NAME: GRB RENTALS, LTD

ADDRESS: 5310 GARRETT RD

CITY/STATE/ZIP CODE: HARLINGEN, TX 78552

PHONE & FAX NO'S: 956-551-7662 (F) 956-968-9222

CELLULAR NO: 956-551-7662

E-MAIL ADDRESS: shell2870@yahoo.com

AUTHORIZED SIGNATURE: Spencer Bell

PRINTED NAME: SPENCER BELL

TITLE MANAGER

EXHIBIT "C"
CERTIFICATE OF INSURANCE

GBBRE-1 OP ID: CS

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 10/14/2015

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME: Anna Dietrich Flores	
Shepard Walton King Ins. Group 121 W. Pecan McAllen, TX 78501 Josh Fields	PHONE (A/C, No, Ext): 956-423-8755	FAX (A/C, No): 956-428-0730
	E-MAIL ADDRESS: adietrichflores@swkins.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : Acadia Insurance Company	31325
INSURED GBB Rentals, L.td 5310 Garrett Road Harlingen, TX 78552	INSURER B :	
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$ 1,000,000
	[ ] CLAIMS-MADE [X] OCCUR			CPA464726412	09/01/2015	09/01/2016	DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 100,000
							MED EXP (Any one person)	$ 5,000
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	[ ] POLICY [ ] PRO-JECT [ ] LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
	[ ] OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	[ ] ANY AUTO						BODILY INJURY (Per person)	$
	[ ] ALL OWNED AUTOS [ ] SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	[ ] HIRED AUTOS [ ] NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	$
								$
	[ ] UMBRELLA LIAB [ ] OCCUR						EACH OCCURRENCE	$
	[ ] EXCESS LIAB [ ] CLAIMS-MADE						AGGREGATE	$
	[ ] DED [ ] RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N						[ ] PER STATUTE [ ] OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [ ] N / A						E.L. EACH ACCIDENT	$
	(Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Location: 301 S. 8th St., Ste #3 Donna, Texas 78537
Additional Insured as per form CL CG 04 42 11 10.

CERTIFICATE HOLDER

HIDCOUN

Hidalgo County WIC Program
Purchasing Dept
2802 South Bus. Hwy 281
Edinburg, TX 78539

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Josh Fields

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Zimbra **rocio.villarreal@co.hidalgo.tx.us**

RE: C-15-207-10-27-GBB Rentals, LTD

From : Steve Crain <scrain@atlashall.com> Fri, Oct 16, 2015 07:49 AM
Subject : RE: C-15-207-10-27-GBB Rentals, LTD
To : 'Rocio Villarreal' <rocio.villarreal@co.hidalgo.tx.us>

The lease is fine.

From: Rocio Villarreal [mailto:rocio.villarreal@co.hidalgo.tx.us]
Sent: Thursday, October 15, 2015 5:06 PM
To: Stephen L. Crain
Subject: Re: C-15-207-10-27-GBB Rentals, LTD

Mr. Crain:

Please review and approve as to form.

ROCIO VILLARREAL
HIDALGO COUNTY PURCHASING DEPT.
CONTRACTS MANAGER
(956) 318-2626 Work
(956) 292-7000 Ext. 4868 Work
rocio.villarreal@co.hidalgo.tx.us
2812 S. Business Hwy 281
Edinburg, Texas 78539

From: "Stephen L. Crain" <scrain@atlashall.com>
To: "Rocio Villarreal" <rocio.villarreal@co.hidalgo.tx.us>
Sent: Thursday, October 15, 2015 2:19:46 PM
Subject: RE: C-15-207-10-27-GBB Rentals, LTD

AI-51920 **Purchasing Department** **23. H. 1.**

CC - REGULAR

Meeting Date: 10/27/2015

Submitted For: Richard Ozuna, SHERIFF DEPT.

Submitted By: Moises Salazar, PURCHASING DEPT.

Department: SHERIFF DEPT.

Information

CAPTION

A. Requesting approval to purchase eight (8) 2016 Chevrolet Tahoes for the Hidalgo County Sheriff's Office through the County's membership/participation with TASB BuyBoard Coop Program awarded vendor, Caldwell Country Chevrolet (Contract# 430-13; Exp. 11/30/16) for a combined total of $280,488.00 which includes delivery and a one-time order processing charge; the delivery time for these vehicles is approximately (2) two weeks from receipt of a purchase order.

B. Requesting approval to purchase all lighting accessories [through the County's membership/participation with TASB Buy Board Coop Program] from awarded vendor Fleet Safety (Contract# 432-13; Exp. 3/31/17).

BACKGROUND

Both Vehicle and Accessories are being purchased from StoneGarden funding.

Fiscal Impact

FISCAL YEAR: 2015 **ACCT. #:** 5-1284-421-00-280-047-7-452

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

BUDGETARY IMPACT:

Funds available through Req#00282098.

Attachments

Price Verification for Purchase of eight (8) Tahoes

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Darlene Betancourt	10/23/2015 02:44 PM
Budget & Management	Veronica Ortiz	10/23/2015 02:50 PM
Glinda Pacheco	Glinda Pacheco	10/23/2015 05:00 PM
Auditor's Office	Monica Badillo	10/23/2015 07:16 PM
Form Started By: Moises Salazar		Started On: 10/21/2015 02:57 PM

Final Approval Date: 10/23/2015

CALDWELL COUNTRY FORD - CHEVROLET

800 HWY. 21 E. CALDWELL, TEXAS 77836

BUYBOARD BID 430-13

End User: HIDALGO COUNTY SHERIFF OFFICE
Caldwell Rep: MICHAEL WILEY
Contact: RICHARD OZUNA
Phone/fax: 254-773-8824 / 254-773-8808
Phone/email: richard.ozuna@hidalgoso.org
Date: Monday, October 05, 2015
Product Description: CHEVY TAHOE PPV
email: mwiley@caldwellcountry.com

A. Bid Series: 34 **A. Base Price:** $ 33,935.00

B. Published Options [Itemize each below]

Code	Options	Bid Price	Code	Options	Bid Price
PPV	2016 POLICE PURSUIT TAHOE	INCL		LOCKING REAR DIFFERENTIAL	INCL
	5.3L V8; 6-SPD AUTOMATIC	INCL			
	FRONT & REAR A/C	INCL	7X6	DRIVER SIDE SPOTLIGHT	$ 465.00
	CLOTH BUCKETS FRONT	INCL	6N6	INOP REAR DOOR LOCKS	$ 56.00
	VINYL 2ND ROW	INCL	6N5	INOP REAR WINDOWS	$ 54.00
	RUBBER FLOOR	INCL			
	POWER WINDOWS AND LOCKS	INCL			
	CRUISE CONTROL	INCL			
	AM/FM/CD	INCL			
	REAR VIEW CAMERA	INCL			
	BLUETOOTH	INCL			
				Total of B. Published Options:	**$ 575.00**

C. Unpublished Options [Itemize each below, not to exceed 25%] $= 0.0 %

Options	Bid Price	Options	Bid Price
		STOCK UNITS ARRIVING IN NOVEMBER	DELIVERY
		BLACK IN COLOR	COLOR
		Total of C. Unpublished Options:	$ -

D.	**Pre-delivery Inspection:**		$ -
E.	**Texas State Inspection:**		$ -
F.	**Manufacturer Destination/Delivery:**		
G.	**Floor Plan Interest (for in-stock and/or equipped vehicles):**		$ -
H	**Lot Insurance (for in-stock and/or equipped vehicles):**		$ -
I.	**Contract Price Adjustment:**	PRICE PROTECTION PER QUOTE 5/29/15	$ (499.00)
J.	**Additional Delivery Charge:**	354 miles	$ 1,000.00
K.	**Subtotal:**		$ 35,011.00
L.	**Quantity Ordered** 8 x K =		$ 280,088.00
M.	**Trade in:**		
N.	**BUYBOARD FEE PER PURCHASE ORDER**		$ 400.00
O.	**TOTAL PURCHASE PRICE WITH BUYBOARD FEE**		$ 280,488.00

Req 283098

CONTRACT PRICING WORKSHEET
For Standard Equipment Purchases

Contract No.:	VE11-13	Date Prepared:	5/29/15

This Form must be prepared by Contractor and given to End User. The H-GAC administrative fee shall be shown in Section F. End User issues PO to Contractor, and MUST also fax a copy of PO, together with completed Pricing Worksheet, to H-GAC @ 713-993-4548. Please type or print legibly.

Buying Agency:	HIDALGO COUNTY SHERIFF OFFICE	Contractor:	CALDWELL COUNTRY
Contact Person:	RICHARD OZUNA	Prepared By:	MICHAEL WILEY
Phone:		Phone:	254-773-8824
Fax:		Fax:	254-773-8808
Email:		Email:	mwiley@caldwellcountry.com

Product Code:	A15	Description:	CHEVROLET TAHOE PPV CC10706

A. Product Item Base Unit Price Per Contractor's H-GAC Contract: $ 28,896.00

B. Published Options - Itemize below - Attach additional sheet(s) if necessary - Include Option Code in description if applicable.
(Note: Published Options are options which were submitted and priced in Contractor's bid.)

Description	Cost	Description	Cost
DRIVER ALERT PACKAGE PCW	$ 595.00	DRIVER SIDE SPOTLIGHT	$ 490.00
DUAL BATTERIES	INCL		
LOCKING REAR AXLE DIFFERENTIAL	INCL		
CLOTH BUCKET/VINYL REAR BENCH	INCL		
ALL WHEATHER MATS VAV	INCL		
REAR VISION CAMERA	INCL		
REAR PARK SENSORS	INCL		
TRAILER HITCH	INCL		
		Subtotal From Additional Sheet(s):	$ -
BLACK IN COLOR		Subtotal B:	$ 1,085.00

C. Unpublished Options - Itemize below / attach additional sheet(s) if necessary.
(Note: Unpublished options are items which were not submitted and priced in Contractor's bid.)

Description	Cost	Description	Cost
2016 MODEL CONCESSION ADJUSTMENT	$ 4,000.00		
INOP REAR DOORS AND WINDOWS	$ 90.00	Subtotal From Additional Sheet(s):	$ -
		Subtotal C:	$ 4,090.00

Check: Total cost of Unpublished Options (C) cannot exceed 25% of the total of the Base Unit Price plus Published Options (A+B).	For this transaction the percentage is:	14%

D. Other Cost Items Not Itemized Above (e.g. Installation, Freight, Delivery, Etc.)

Description	Cost	Description	Cost
DELIVERY	$ 940.00		
		Subtotal D:	$ 940.00

E. Total Cost Before Any Applicable Trade-In / Other Allowances / Discounts (A+B+C+D)						$ 35,011.00
Quantity Ordered:	8	X Subtotal of A + B + C + D:	$ 35,011.00	=	Subtotal E:	$ 280,088.00
F. H-GAC Fee Calculation (From Current Fee Tables)					Subtotal F:	$ 600.00

G. Trade-Ins / Other Allowances / Special Discounts

Description	Cost	Description	Cost		
				Subtotal G:	$ -

Estimated Delivery Date:	90-120 DAYS	H. Total Purchase Price (E+F+G):	$ 280,688.00

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

Additional Resources

Vendor Contract Information

Back

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 delivery fees as explained below, all vehicle fees (i.e. pre- deliver inspection, make ready, State of Texas inspection, manufacturer destination fees, etc.) charged for any purchase from this contract are included in the awarded vehicle base price(s). Vehicle fees not included in the base 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" and is not included in the base pricing. Only those vendors whose awarded pricing is stated on the BuyBoard on a per mile basis may charge a vehicle delivery fee. The above information has been communicated to Cooperative members.
Quote Reference Number:	430-13
Return Policy:	Negotiable

Caldwell Country Chevrolet	Chevrolet Tahoe Police Package (PPV CC15706). 2WD Police package with all manufacturer standard equipment. Line Item 34		N/A	$33,935.00	Add Show Details
Caldwell Country Chevrolet	5% Discount Off Caldwell Country Chevrolet pricelist for Chevrolet Optional Equipment. Line Item 37	Pricing Sheet	$0.00		Add Show Details
Caldwell Country Chevrolet	Per Mile Delivery Fee for Vehicles. Line Item 43		N/A	$2.85	Add Show Details

Prepared By:
administrator
Caldwell Country
PO Box 27
Caldwell, TX 77836
Email: mwiley@caldwellcountry.com

2016 Fleet/Non-Retail Chevrolet Tahoe 2WD 4dr Commercial CC15706

WINDOW STICKER

2016 Chevrolet Tahoe 2WD 4dr Commercial	Interior: - Jet Black
5.3L/325 CID Gas/Ethanol V8	Exterior 1: - No color has been selected.
6-Speed Automatic	Exterior 2: - No color has been selected.

CODE	MODEL	MSRP
CC15706	2016 Chevrolet Tahoe 2WD 4dr Commercial	$47,000.00
	OPTIONS	
Z56	SUSPENSION, HEAVY-DUTY, POLICE-RATED	INC
FE9	EMISSIONS, FEDERAL REQUIREMENTS	$0.00
L83	ENGINE, 5.3L ECOTEC3 V8 WITH ACTIVE FUEL MANAGEMENT, DIRECT INJE	$0.00
MYC	TRANSMISSION, 6-SPEED AUTOMATIC, ELECTRONICALLY CONTROLLED	$0.00
GU4	REAR AXLE, 3.08 RATIO	$0.00
1FL	COMMERCIAL PREFERRED EQUIPMENT GROUP	$0.00
RAP	WHEELS, 17" X 8" (43.2 CM X 20.3 CM) STEEL, POLICE, BLACK	INC
QAR	TIRES, P265/60R17 ALL-SEASON, POLICE, V-RATED	INC
ZAK	TIRE, SPARE, P265/60R17 ALL-SEASON, POLICE, V-RATED	INC
ZY1	PAINT SCHEME, SOLID APPLICATION	$0.00
GBA	BLACK	$0.00
AZ3	SEATING, FRONT 40/20/40 SPLIT-BENCH, 3-PASSENGER	$0.00
H0U	JET BLACK, CLOTH SEAT TRIM	$0.00
IO3	AUDIO SYSTEM, AM/FM STEREO WITH CD PLAYER AND AUXILIARY INPUT J	$0.00
C5U	GVWR, 6800 LBS. (3084 KG)	INC
9C1	IDENTIFIER FOR POLICE PATROL VEHICLE	-$5,085.00
NZZ	FRONT UNDERBODY SHIELD	INC
K4B	BATTERY, AUXILIARY, 730 CCA	INC
___	POWER SUPPLY, 100-AMP, AUXILIARY BATTERY, REAR ELECTRICAL CENTE	INC
___	POWER SUPPLY, 50-AMP, POWER SUPPLY, AUXILIARY BATTERY	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: 405.0, Data updated 9/22/2015
©Copyright 1986-2005 Chrome Systems Corporation. All rights reserved.
Customer File:

Prepared By:
administrator
Caldwell Country
PO Box 27
Caldwell, TX 77836
Email: mwiley@caldwellcountry.com

2016 Fleet/Non-Retail Chevrolet Tahoe 2WD 4dr Commercial CC15706

WINDOW STICKER

___	POWER SUPPLY, 120-AMP, (4) 30-AMP CIRCUIT, PRIMARY BATTERY	INC
KW7	ALTERNATOR, 170 AMPS, HIGH OUTPUT	INC
RM7	WHEEL, 17" X 8" (43.2 CM X 20.3 CM) FULL-SIZE, STEEL SPARE	INC
___	LUGGAGE RACK, DELETE	INC
7X6	SPOTLAMP, LEFT-HAND	$490.00
___	EXTERIOR ORNAMENTATION DELETE	INC
___	DOOR HANDLES, BODY-COLOR	INC
UN9	RADIO SUPPRESSION PACKAGE, WITH GROUND STRAPS	INC
ATD	SEAT DELETE, THIRD ROW PASSENGER	INC
___	INSTRUMENTATION, ANALOG	INC
6N6	DOOR LOCKS AND HANDLES, INSIDE REAR DOORS INOPERATIVE	$59.00
___	KEY, 2-SIDED	INC
6N5	SWITCHES, REAR WINDOW INOPERATIVE	$57.00
___	THEFT-DETERRENT SYSTEM, VEHICLE, PASS-KEY III	INC
___	POWER OUTLETS, 4 AUXILIARY, 12-VOLT	INC
___	SAFETY BELTS, 3-POINT, DRIVER AND FRONT PASSENGER IN ALL SEATING	INC
VQ3	FLEET PROCESSING OPTION	$0.00
	SPECIAL EQUIPMENT OPTIONS	
5T5	SEATS, 2ND AND 3RD ROW VINYL WITH FRONT CLOTH SEATS	$0.00
9U3	SEATS, DRIVER AND PASSENGER FRONT INDIVIDUAL SEATS IN CLOTH TRI	$0.00
VPV	SHIP THRU, PRODUCED IN ARLINGTON ASSEMBLY	INC
	SUBTOTAL	**$42,521.00**

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: 405.0, Data updated 9/22/2015
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Customer File:

Prepared By:
administrator
Caldwell Country
PO Box 27
Caldwell, TX 77836
Email: mwiley@caldwellcountry.com

2016 Fleet/Non-Retail Chevrolet Tahoe 2WD 4dr Commercial CC15706

WINDOW STICKER

Advert/Adjustments	$0.00
Destination Charge	$1,195.00
TOTAL PRICE	**$43,716.00**

Est City: 16.00 mpg
Est Highway: 23.00 mpg
Est Highway Cruising Range: 598.00 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: 405.0, Data updated 9/22/2015
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Customer File:

SAM Search Results
List of records matching your search for :
Record Status: Active
DUNS Number: 003984249
Functional Area: Entity Management, Performance Information

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

AI-51911 **Purchasing Department** **23. H. 2.**

CC - REGULAR

Meeting Date: 10/27/2015

Submitted For: Marty Salazar, PURCHASING DEPT.

Submitted By: Heidi Ortiz, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

Presentation for the purpose of award and approval of contract [subject to compliance with all requirements set forth by HC] of the sole responsible vendor, Dr. Gregorio Pina, PhD. submitting the lowest and best response/proposal [while meeting all qualifications and/or requirements as detailed in the documentation contained herein] for the Request for Proposal titled: "Psychological Evaluation Services for Detention, Patrol, & Communication Officers at the Hidalgo County Sheriff's Office", RFP No. 15-346-10-14-HGO.

BACKGROUND

1. 60 DAY EXTENSION EXPIRES NOVEMBER 1, 2015
2. NEW CONTRACT TO BEGIN NOVEMBER 2, 2015
3. Ten [10] packets requested and distributed;
4. One [1] Sole Bid Received

Fiscal Impact

FISCAL YEAR: 2015 **ACCT. #:** 5-1100-423-21-280-002-0-331

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

BUDGETARY IMPACT:

Funds available as of 10/23/15.

FISCAL YEAR: 2015 **ACCT. #:** 5-1100-421-00-280-001-0-331

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

BUDGETARY IMPACT:

Funds available as of 10/23/15.

Attachments

Final Contract

Approval by Legal

legal

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	10/22/2015 04:43 PM
Budget & Management	Veronica Ortiz	10/23/2015 08:24 AM
Glinda Pacheco	Glinda Pacheco	10/23/2015 10:57 AM
Auditor's Office	Monica Badillo	10/23/2015 07:16 PM
Form Started By: Heidi Ortiz		Started On: 10/21/2015 09:12 AM
Final Approval Date: 10/23/2015		

THE STATE OF TEXAS §

COUNTY OF HIDALGO §

CONTRACT FOR SERVICES

C-15-346-11-02

THIS AGREEMENT is made effective the 2nd Day of November, 2015, by and between the **HIDALGO COUNTY SHERIFF'S OFFICE,** a department of **HIDALGO COUNTY, TEXAS,** a political subdivision of the State of Texas (hereinafter "Department") and **Gregorio Pina, PhD** a resident of Hidalgo County, Texas (hereinafter "Contractor") to serve at the pleasure of the Department.

WITHNESSETH:

WHEREAS, Department desires to contract with a person to provide the services necessary to act as a provider of professional psychological counseling services for Hidalgo County Sheriff's Office (the "Clients") that are more specifically set forth hereinafter; and

WHEREAS, Contractor has agreed to provide the services enumerated hereinafter for the Department.

NOW, THEREFORE, for the mutual consideration expressed hereinafter, Department and Contractor agree as follows:

1. Contractor agrees to provide to Department and its Clients the services required of a Psychologist for the term herein stated these services, but are not limited to:

   a. Provide to department the services required of a licensed professional psychologist who must be familiar with the duties appropriate to the type of license sought (law enforcement field) ;
   b. Provide Pre-employment screening for prospective Detention Officers;
   c. Provide Pre-employment screening for prospective Law Enforcement Officers;
   d. Provide Pre-employment screening for prospective Communications Officers:
   e. Provide Screenings after weapon discharge incident;
   f. A knowledge of the research literature related to the pre and post-employment psychological screening of detention, communications and/or patrol officers;
   g. Conduct psychological evaluations of the persons as required by the Department;

h. Interpret the results of any test conducted as stated above and submitting a written report to Department of the results of such test and examinations, as required by Department;
i. A knowledge of the research literature related to the pre-employment psychological screening of law enforcement, communications and/or detention officers;
j. A working knowledge of the Uniform Guidelines on Employee Selection Procedures (1978 or as amended), and associated fair employment issues;
k. A thorough knowledge of the behaviors and characteristics for success as a detention, communications and/or law enforcement officer. Must provide psychological assessment procedures to measure and analyze potential employees' psychological fitness for specified duty;
l. The ability to relate effectively with County's designee. Offeror should function as a team member who works closely with Sheriff's Office in the screening process;
m. Serving on call on a daily basis, except when out of town;
n. Proposer represents that it employs a licensed professional psychologist by the State of Texas and qualified to perform and execute the services provided above;
o. Comply with the Texas Administrative Code Chapter 214 Rule 217.1;
p. Comply with State Law & Commission Rules, as changes are adopted and passed by governing laws, affecting the addition and/or creation of personnel regarding professional psychosocial services;
q. Debrief incident of an officer after a catastrophic event for evaluation of psychological and emotional health on as needed basis.
r. Certify to a completed psychological examination of an individual pursuant to professionally recognized standards and methods.

2. Contractor represents he is a psychologist licensed by the State of Texas and qualified to perform and execute the services provided above. If any such license is suspended or revoked, this Contract shall automatically be terminated as to such psychologist and Contractor shall immediately notify the Hidalgo County Purchasing Department of such suspension or revocation. Contractor shall prepare, maintain and submit all records that are designated, required or prescribed by Hidalgo County Sheriff's Office.

3. As consideration for the above and foregoing, Contractor shall submit a monthly billing statement to the Department (P.O. Box 267, Edinburg, Texas 78540). Said statement must provide and itemized list of services rendered to Department during the statement period, based on the following schedule of fees:

Detention Officer Entrance Evaluations	$200.00_ per Evaluation
Peace Officer Entrance Evaluations	$200.00_ per Evaluation

Communications Officer Entrance Evaluation	$200.00 per Evaluation
Weapon Discharge Evaluations	$ -0- per Evaluation

Upon receipt of said statement, Department shall submit a requisition for payment of said Services in the customary manner provided for payments utilized by Hidalgo County, Texas. Contractor will comply with Department's specified accounting, reporting, and auditing requirements. In any event, Contractor agrees to separately account for the receipt and/or expenditure of funds received pursuant to this Contract and to keep adequate books and records of all such receipts and/or expenditures.

4. Contractor must comply with all applicable Department and Hidalgo County policies and with any applicable federal, state or local laws, regulations, orders or ordinances applicable to the services provided by Contractor under this Contract. Notwithstanding the foregoing sentence, Contractor represents and maintains that it is an independent contractor and is not an employee of Department, Hidalgo County, Texas, or any agency thereof, and represents and warrants that it does not desire or request any fringe benefits provided to employees of Department, Hidalgo County, Texas, and/or any agency thereof, including, but not limited to benefits associated with Hidalgo County's civil service program. Contractor agrees to be responsible for any federal income tax, withholding or social security tax liability that might arise from payments received hereunder.

5. Department and Contractor agree that Hidalgo County may terminate this Contract at any time for any reason or no reason at all upon the giving of thirty (30) days prior written notice to the other party.

6. Contractor agrees to provide liability insurance covering its activities in providing the services for Department in an amount not less than the minimum amounts prescribed by the Texas Tort Claims Act, §100.001, et seq., Texas Civil Practices and Remedies Code, and shall furnish Department a certificate issued by the insurer that such insurance is in full force and effort.

7. Except as otherwise herein provided, Contractor may not assign the obligations or rights under this contract to any person without the prior written consent of Department.

8. Unless earlier terminated as herein provided, this Contract shall commence on November 2, 2015 and terminate on November 3, 2016. Hidalgo County reserves the right to

extend the contract for a one (1) year term, 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.

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

10. If Contractor fails to deliver quality service, fails to achieve the defined goals, outcomes, strategies and outputs set by Department, or if Contractor fails to comply with any conditions in this Contract, then Department shall have the right to terminate this Contract upon the giving of ten (10) days prior written notice to Contractor.

11. No waiver by Department of any breach of any provision of this Contract shall be deemed to be a waiver of any preceding or succeeding breach of the same or any other provision hereof.

12. This Contract contains the entire agreement between the parties hereto, and each part acknowledges that neither had made (either directly or through any agent or representative) any representations or agreements in connection with this Contract not specifically set forth herein. This Contract may be modified or amended only by agreement in writing executed by Department and Contractor, and not otherwise.

13. This Contract shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Hidalgo County, Texas. The parties hereby consent to personal jurisdiction in Hidalgo County, Texas.

14. Except as may be otherwise specifically provided in this Contract, all notices, demands, requests or communications required or permitted hereunder shall be in writing and shall either be (i) personally delivered against a written receipt, or (ii) sent by registered or

certified mail, return receipt requested, postage prepaid and addressed to the parties at the addresses set forth below, or at such other addresses as may have been theretofore specified by written notice delivered in accordance herewith:

If to Department:	Hidalgo County Sheriff's Office 711 El Cibolo Rd Edinburg, Texas 78541
If to Contractor:	Gregorio Pina III, PhD 1200 S 2nd, Suite B9 McAllen, Texas 78501

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.

15. 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 Contract.

16. This Contract 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 contract.

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

18. The execution and performance of this Contract by Department and Contractor have been duly authorized by all necessary laws, resolutions or corporate action, and this Contract constitutes the valid and enforceable obligations of Department and Contractor in accordance with its terms.

EXECUTED as of the day and year first written above.

COUNTY OF HIDALGO

By: _____

Ramon Garcia, Hidalgo County Judge

HIDALGO COUNTY SHERIFF'S OFFICE

By: _____

Sheriff J. E. "Eddie" Guerra

CONTRACTOR:

By: _____

Gregorio Pina, III, PhD

ATTEST:

_____

Arturo Guajardo, Jr., County Clerk

Approved By Commissioners Court On: _____

Approved as to form:

Atlas & Hall L.L.P.

By:_____

Stephen L. Crain

Exhibit "A"

Request

For

Proposal

(RFP)

Procurement

Packet

REQUEST FOR PROPOSALS (RFP) CHECKLIST

"PSYCHOLOGICAL EVALUATION SERVICES FOR DETENTION-PATROL & COMMUNICATION OFFICERS AT SHERIFF'S OFFICE"

RFP № 15-346-10-14-HGO

1. Request for Proposals Letter, consisting of 1 page.
2. Request for Proposals, Legal Notice, consisting of 7 pages.
3. Exhibit "A", Requirements/Scope of Services, consisting of 6 pages.
4. Exhibit "B", Evaluation Criteria, consisting of 1 page.
5. Exhibit "C", Insurance Requirements, consisting of 4 pages.
6. Exhibit "D", Conflict of Interest Questionnaire (CIQ), consisting of 1 page.
7. Exhibit "E", Proposer Affidavit, consisting of 1 page.
8. Proposer/Vendor Application and W-9 Form, consisting of 6 pages.
9. Certification Regarding Debarment, consisting of 1 page.

The above mentioned items shall be found in the Request for Proposals (RFP) 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./E- Mail.

Thank you,

Martha L. Salazar, CPPB, Purchasing Agent

September 28, 2015
Date

PURCHASING DEPARTMENT
County Of Hidalgo

September 28, 2015

_____

_____

_____

_____

RE: Hidalgo County
Request for Proposals
Psychological Evaluation Services for Detention, Patrol, & Communication Officers at Sheriff's Office
RFP № 15-346-10-14-HGO

Dear Respondents:

Enclosed please find a Request for Proposals (RFP) packet for your review and consideration.

Hidalgo County Purchasing Department welcomes and appreciates your participation in the RFP process.

If 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/hgo

Enclosures

2812 S. Business Highway 281 ★ Edinburg, Texas 78539 ★ (956) 318-2626 ★ Fax (956) 318-2629

RFP NO: 15-346-10-14-HGO	BUYER: Heidi García Ortiz	Tel. No: (956) 318-2626

REQUEST FOR PROPOSALS

Hidalgo County
Edinburg, Texas

"PSYCHOLOGICAL EVALUATION SERVICES FOR DETENTION, PATROL, & COMMUNICATION OFFICERS AT SHERIFF'S OFFICE"

Contact Person:
Heidi Garcia Ortiz

Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
Administration Building
Physical Address: 2802 S. Business Hwy. 281
Mailing/US Postal Address: 2812 S. Business Hwy. 281
Edinburg, Texas 78539

(956) 318-2626

Form HCPD-04

LEGAL NOTICE **RFP NO: 15-346-10-14-HGO**

1. Sealed proposals will be received for Hidalgo County for: **"PSYCHOLOGICAL EVALUATION SERVICES FOR DETENTION, PATROL, & COMMUNICATION OFFICERS AT SHERIFF'S OFFICE"** in accordance with the requirements attached hereto as Exhibit "A." Proposals should address all requirements set forth. Proposers 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 proposal.

2. One (1) original and seven (7) copies of all RFPs 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, **RFP NO: 15-346-10-14-HGO-" PSYCHOLOGICAL EVALUATION SERVICES FOR DETENTION, PATROL, & COMMUNICATION OFFICRS AT SHERIFF'S OFFCE"** and in County's Purchasing Department, **physical address:** 2802 S. Business Hwy. 281; **mailing address:** 2812 S. Hwy. Business 281, New Administration Building, Edinburg, Texas, **on or before 9:30 a.m., Wednesday, October 14, 2015.**

   NO FACSIMILES OR LATE ARRIVALS WILL BE ACCEPTED. ANY RFP RECEIVED AFTER THAT TIME WILL NOT BE OPENED AND WILL BE RETURNED. OVERNIGHT MAIL MUST ALSO BE PROPERLY LABELED ON THE OUTSIDE OF EXPRESS ENVELOPE OR PACKAGE WITH THE FOLLOWING REFERENCE: RFP NO: 15-346-10-14-HGO - LICENSED PROFESSIONAL PSYCHOLOGIST(S) (Expansion).

   WRITTEN QUESTIONS WILL BE ACCEPTED via facsimile to (956) 292-7612 or via e-mail to heidi.ortiz@co.hidalgo.tx.us BY NO LATER THAN Wednesday, OCTOBER 7, 2015 at 5:00 p.m. Responses will be sent to all applicants by Friday, OCTOBER 9, 2015. **TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.**

   Hidalgo County reserves the right to refuse and reject any/all proposals and to waive any/all formalities or technicalities, or to accept the proposal considered the best and most advantageous to Hidalgo County.

3. Hidalgo County reserves the right to: **A.** separate and accept, or eliminate any item(s) listed under this proposal that it deems necessary to accommodate budgetary and/or operational requirements; B. right to reject any or all proposals submitted and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best proposal for approval. Receipt of any proposal shall under no circumstances obligate County to accept the lowest dollar proposal and; C. award of this contract shall be made to the responsible offer or whose proposal is determined to be the best evaluated offer resulting from negotiation, taking into consideration the relative importance of price and other evaluation factors as herein set forth.

4. Failure of the delivered item(s) to perform as specified or failure to meet the stated delivery schedule shall release Hidalgo County from all obligations to the contracting party with regard to the item(s) in question. In such event, County may elect to award the contract to the next-lowest responsible proposer, or to reject all proposals and re-advertise.

5. For work to be performed at a County owned or operated location, each proposer shall, in its sole discretion, visit the job site before preparing the proposal and thoroughly familiarize himself/herself with existing conditions. Proposer should take field dimensions and note all circumstances which affect the dollar amount of the proposal.

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, proposers

are required to include illustrations, specifications, explanation of warranties, and service data with their proposal including catalogue numbers and any necessary references.

7. No proposal may be withdrawn within sixty (60) days from the scheduled time to open proposals.

8. Proposed prices are to remain firm for a minimum of ninety (90) days after priced proposal opening.

9. Any interpretations, amendments, corrections or changes to this proposal 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 Proposals. Proposers shall acknowledge receipt of all addenda as a part of their proposal.

10. County reserves the right to accept or reject any or all proposals.

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 proposal or contract hereunder will not be construed to create a debt of the County which is payable out of funds beyond the current fiscal year.

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: (If applicable)

- 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

16. BILLING AND PAYMENT INSTRUCTIONS:

- Invoices must include:
  a) Name and address of successful proposer
  b) Name and address of receiving department or official
  c) Purchase Order Number (if any)
  d) Notation – **"PSYCHOLOGICAL EVALUATION SERVICES FOR DETENTION, PATROL, & COMMUNICATION OFFICERS AT SHERIFF'S OFFICE"**
  e) Descriptive information as to the items or services delivered, including product code, item number, quantity, etc.
  f) Contract number must be indicated on all invoices

- Discount payments will be considered when offered.

- Contact person for Billing and Payment questions:

HIDALGO COUNTY SHERIFF'S OFFICE
Maria Elena Gaitan, Accountant
P O Box 267
Edinburg, TX 78540
956-587-6200

17. Schedule of Events

Projected Proposal Opening, 9:30 A.M.,	**October 14, 2015**
Project/Anticipated Award Date	**_____, 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 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 proposal, and prior to commencement of the actual work, the proposer shall furnish a performance bond to the County for the full amount of the contract, if that contract exceeds $50,000.~~

- ~~If the contract is for $50,000 or less, no money will be paid to the contractor until completion and acceptance of the work or the fulfillment of the purchase obligation to the County, and, if applicable, the receipt by County of satisfactory evidence that all subcontractors and 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 contract or seeks to contract with Hidalgo County for the sale or purchase of property, goods or service. Any purchase order or contract resulting from this process shall be considered null and void if the successful Proposer 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 complete 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 PROPOSER.**

21. If, during the life of any contract or proposal awarded, the successful proposer's net prices generally available to other customers for items awarded herein are reduced below the contracted price, it is understood and agreed that the benefits of such reduction shall be extended to County.

22. Proposals, and all goods and services provided thereunder, shall comply with all federal, state and local laws concerning this type(s) of goods and/or services.

23. Minimum Standards for Responsible Prospective Proposers: A prospective proposer must affirmatively demonstrate proposers' responsibility. A prospective proposer, by submitting a proposal, represents to County that it meets the following requirements:

- Possess or is able to obtain adequate financial resources as required to perform under the proposal;

- Be able to comply with the required or proposed delivery schedule;

- Have a satisfactory record of performance;

- Have a satisfactory record of integrity and ethics;

- Be otherwise qualified and eligible to receive an award.

23. Successful proposer will pay or cause to be paid, without cost or expenses to County, all FICA, FUTA/SUTA and Federal Income Withholding Taxes of all employees, and all wages and benefits as

required by Federal or State law. Successful proposers 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 proposer will be in effect until (a) the contract expires, (b) delivery and acceptance of products, and/or performance of services ordered, or (c) terminated by County with thirty (30) day's written notice prior to cancellation.

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 proposer; County reserves the right to terminate any contract immediately in the event a successful proposer fails to:

    A. Meet schedules;
    B. Pay any required fees or taxes; or
    C. Otherwise perform in accordance with the requirements.

26. Successful proposer shall defend, indemnify and save harmless County and all its elected officials, officers, agents and employees from all suits, actions, or other claims of any character, name and description brought for or on account of any injuries or damages received or sustained by any person, persons, or property on account of any negligent act or fault of the successful proposer, or of any agent, employee, subcontractor or supplier in the execution of, or performance under, any contract which may result from proposal award. Successful proposer indemnifies and will indemnify and save harmless County from liability, claim or demand on their part, agents, servants, customers, and/or employees whether such liability, claim or demand arise from event or casualty happening or within the occupied premises themselves or happening upon or in any of the halls, elevators, entrances, stairways or approaches of or to the facilities within which the occupied premises are located. Successful proposer shall pay any judgment with costs which may be obtained against County growing out of such injury or damages, and shall, upon request, provide a defense to County by counsel reasonably acceptable to County. Successful proposers' indemnity hereunder shall include, but is not limited to, claims relating to patent, copyright or trademark infringement, and the like, arising out of the goods or services provided by successful proposer.

27. Successful proposer 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 Proposals shall be subject to County's approval. Items found to be defective or not meeting specifications shall be replaced by successful proposer within two business days at no expense to County. Items not picked up within one (1) week after notification shall be deemed a donation to County and may be used or disposed of at County's discretion and without waiver of any other rights of County as to the item's nonconformity.

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 proposer shall not assign, sell, transfer or convey its rights under any awarded contract, in whole or in part, without the prior written consent of County.

30. Proposers shall provide with the proposal response, a list of at least three (3) references where like services have been supplied by their firm. Include the name of the business or government, address, telephone number and name of representative or contact person.

31. Proposers must provide **all** documentation requested with this Proposal in their response. Failure to provide this information may result in rejection of the proposal as non conforming.

Request for Proposal
Hidalgo County
"PSYCHOLOGICAL EVALUATION SERVICES FOR DETENTION, PATROL, & COMMUNICATION OFFICERS AT SHERIFF'S OFFICE"

RFP NO: 15-346-10-14-HGO

To: Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
Physical Address: 2802 S. Business Hwy. 281
Mailing/US Postal Address: 2812 S. Business Hwy. 281
Edinburg, Texas 78539

In accordance with the Requirements, and subject to all laws and regulations of the United States and state and local laws, the undersigned proposer proposes and commits to furnish all labor, equipment, material, software and services as set forth in the documents hereinbefore mentioned. The undersigned proposer further agrees, upon acceptance of its proposal, to execute a contract and/or Purchase Order issued by Hidalgo County for performing and completing the work described in the Requirements within the time stated and for the prices proposed in the documents attached hereto and made a part hereof.

Proposer acknowledges receipt of all of the pages of the documents referenced in the Request for Proposal Checklist presented in connection with this procurement. Proposer understands that Hidalgo County reserves the right to reject any or all proposals and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best proposal.

Proposer agrees that this proposal shall be good and may not be withdrawn for a period of ninety (90) calendar days after the scheduled closing time for receiving proposals, as contained in the Requirements.

Respectfully submitted,

Proposer:_____

Address:_____

_____

_____

By:_____

Printed Name:_____

HIDALGO COUNTY SHERIFF'S OFFICE
REQUEST FOR PROPOSAL

"PSYCHOLOGICAL EVALUATION SERVICES FOR DETENTION, PATROL, & COMMUNICATION OFFFICERS at Sheriff's Office"
Exhibit "A"

RFP NO: 15-346-10-14-HGO

Overview:

Hidalgo County (hereinafter referred to as "COUNTY") is soliciting proposals for Hidalgo County Sheriff's Office– "Psychological Evaluation Services for Detention, Patrol, & Communication Officers at Sheriff's Office" in order to enter into contract(s) for the service. The scope of the work/services will encompass all aspects of Psychological Evaluation Service for Hidalgo County Sheriff's Office Detention, Patrol, & Communication Officers and requires extensive knowledge and experience across all lines of coverage. The information provided in the Request for Proposals (hereinafter referred to as "RFP") is only to be used for the purpose of preparing a proposal for "Psychological Evaluation Services for Detention, Patrol, & Communication Officers". Requests for Proposals will be accepted until **9:30 A.M., Wednesday, October 14, 2015.** **ANY RFP RECEIVED AFTER THAT TIME WILL NOT BE OPENED AND WILL BE RETURNED.**

Deliver Submittal to:
RFP Number: 15-346-10-14-HGO

US Postal Mail Address:
Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
Administration Building
2812 S. Business Hwy 281
Edinburg, Texas 78539

Physical Address:
Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
Administration Building
2802 S. Business Hwy. 281
Edinburg, Texas 78539

The Submittal Envelope Must Show The RFP Number, Name And Opening Date.

The following outlines the Request for Proposals:

SECTION I -GENERAL TERMS AND CONDITIONS

ADDITIONAL INFORMATION: Hidalgo County requires that all request for proposals are routed to Martha L. Salazar, CPPB, Purchasing Agent, at:

US Postal Mail Address:
Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
Administration Building
2812 S. Business Hwy 281
Edinburg, Texas 78539

Physical Address:
Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
Administration Building
2802 S. Business Hwy. 281
Edinburg, Texas 78539

WRITTEN QUESTIONS WILL BE ACCEPTED ONLY UNTIL Wednesday, October 7, 2015 at 5:00 PM via facsimile at (956) 292-7612 or email to heidi.ortiz@co.hidalgo.tx.us. Responses will be sent to all applicants by Friday, October 9, 2015. **TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.**

DISCLOSURE OF CONFLICT OF INTEREST:

Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that any vendor, person, consultant or contractor who is considering doing business with Hidalgo County ("the County") 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 the 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. All 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 complete 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.**

PROPOSER'S AFFIDAVIT:
Prior Contract award, respondents to this RFP must submit a signed Proposer's Affidavit (attached herein in **Exhibit E**) certifying that the submission is not the result of Collusion as described in the Proposer's Affidavit or that the Respondent has not and will not attempt to lobby directly or indirectly as described in the Proposer's Affidavit.

NON-DISCRIMINATION:
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 Proposal (RFP) packet and to notify the Purchasing Department if the requirements are formulated in a manner that would unnecessarily restrict competition. Any such protest or question regarding the requirements or proposers 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:
When hand delivering proposals, submitters need to make certain that proposal is stamped with date and time received by County Purchasing Staff.

SIGNING OF PROPOSALS:
In order to be considered all submittals **must** be signed. **Please sign the original in blue ink.**

WAIVING OF INFORMALITIES:
Hidalgo County reserves the right to waive minor informalities or technicalities when it is in the best interest of Hidalgo County.

SUBCONTRACTING:
The successful submitter **MAY NOT** subcontract the award without the written consent of the Board of Judges of Hidalgo County.

TERM OF CONTRACT:
It is intended that the initial contract term will be for two (2) years with County's option to renew/extend for an additional one (1) year term, under the same rates, terms, and conditions.

Hidalgo County reserves the right to continue this bid for an additional sixty (60) day grace period at the end of the contract term for unforseen delay in award of new bid for next contract term, under the same rates, terms and conditions.

DAVIS BACON ACT:
All selected and awarded firms are required to include the Davis-Bacon Act when advertising and developing specifications.

SECTION II - RFP REQUIREMENTS

REQUEST FOR PROPOSALS:
The required contents and limitations for the preparation of the RFP are described In this section. Failure to provide the requested information or adhere to any County limitations will result in disqualification of the submitted RFP. A total of **one (1) original and seven (7) copies** of the RFP shall be submitted to the address on the cover letter.

UNDERSTANDING OF THE PROJECT:
This section should demonstrate the proposers understanding of the project needs, the services required, and any local issues or concerns. Include a complete, detailed method of screening in the area of Pre and Post employment for detention, patrol, and communication officers. Briefly explain how long you have been organized and your business objectives. Explain how long you have been in business. This description should be concise, candid, and limited to 3 pages in length.

FIRM QUALIFICATIONS:
Hidalgo County Sheriff's Office is soliciting to contract with qualified Licensed Psychologist(s). The person(s) directly performing the evaluation services is required to be a licensed psychologist(s) in the State of Texas and shall have training and experience in psychological test interpretation and law enforcement. Credentials, qualifications to perform necessary services must be submitted. Photostat copies are acceptable.

APPROACH:
A description of the proposed approach to the project including at least the following elements should be submitted.

- A list of tests proposed including a description of the tests and the purpose of each
- The grading significance for the specified job.
- Interviewing overview.
- Complete outline on the reporting methods to be used.
- How far in advance the testing must be scheduled.
- Give a minimum and maximum number to be tested at one time.
- How and where the tests would be administered and the interviews given.
- How soon the results would be available.
- Provide a timeline for the procedures and fully explain the entire process.
- If you render other services that would facilitate this evaluation process, explain.

PERSONNEL AND STAFFING:
The proposers should provide an organizational chart for the project and a summary paragraph of the project work to be performed by each proposed staff member. Biographic summaries that highlight the experience relevant to the specific project responsibilities should be provided for all proposed personnel. There is a one (1) page limitation for each biographic summary provided. Information regarding the firm's credentials, education and experience with other "Employee Related Evaluation Services" is required and will be scored accordingly during the evaluation process.

REQUIRED CERTIFICATES AND SUBMITTAL:
This section will contain ***any/all*** licenses, registrations, permits, and certifications as required by the STATE OF TEXAS and HIDALGO COUNTY that you possess that deem you as a qualified licensed psychologist(s).

If proposer/vendor cannot meet any of the following services/responsibilities, such exceptions must be noted on the company's cover letter.

SCOPE OF SERVICES:
Hidalgo County Sheriff's Office is soliciting to contract with psychologist(s) who are qualified to provide services and expertise in the service of Psychological Evaluation Services for Patrol, Detention, and Communication Officers on an "as needed" basis and meet the following specifications/requirements:

Provide to department the services required of a licensed professional psychologist. These services include but are not limited to:

1. **Pre-employment screening for prospective Detention Officers;**
2. **Pre-employment screening for prospective Patrol Officers;**
3. **Pre-employment screening for prospective Communication Officers;**
4. **Screenings after weapon discharge;**
5. **A knowledge of the research literature related to the pre and post-employment psychological screening of detention, patrol, and communication officers;**
6. **Conducting psychological evaluations of the persons as required by the Department;**
7. **Interpreting the results of any test conducted as stated above and submitting a written report to Department of the results of such test and examinations, as required by Department;**
8. **A knowledge of the research literature related to the pre-employment psychological screening of law enforcement and/or detention, patrol, and communication officers.**
9. **A working knowledge of the Uniform Guidelines on Employee Selection Procedures (1978 or as amended), and associated fair employment issues.**
10. **A thorough knowledge of the behaviors and characteristics for success as law detention, patrol, and/or communication officer and must provide psychological assessment procedures to measure and analyze potential employees' psychological fitness for specified duty.**
11. **The ability to relate effectively with County's designee. Offeror should function as a team member who works closely with Sheriff's Office in the screening process.**
12. **Serving on general call on a daily basis, except when out of town.**
13. **Proposer represents that it employs a licensed professional psychologist by the State of Texas and is qualified to perform and execute the services provided above.**

PROPOSERS ARE TO PROVIDE A FEE SCHEDULE WITH THIS SUBMITTAL:
Proposer(s) is to provide a standard fee proposal per type of psychological evaluation. Cost(s) to include all typed and signed documentation/reports to the Hidalgo County Sheriff's Office. The department will not be financially responsible for missed appointments.

All/Any costs and expenses associated with the preparation and submission of (bids, proposals and/or quotes) shall be the responsibility of the proposer and no reimbursements for such charges or expenses shall be passed onto Hidalgo County.

NUMBER OF COPIES TO BE SUBMITTED:
Hidalgo County requires one (1) original submittal and seven (7) copies.

SECTION III – SELECTION/EVALUATION/RANKING

SELECTION/EVALUATION/RANKING PROCESS:
The evaluation consists of a 100 point scoring system. Hidalgo County Commissioner's Court and/or an Evaluation Committee (selected and/or designated by County Commissioners' Court) will review, grade, score and evaluate the proposals received in response to this Hidalgo County request for proposals for the purpose of ranking.
Categories are further detailed in the Selection Criteria (Exhibit B) section of this RFP.

(A) The Hidalgo County Commissioners' Court and/or an Evaluation Committee (selected and/or designated by Hidalgo County Commissioners' Court) will review, score and evaluate the RFPs received in response to this "Request for Proposals".

(B) After the RFPs have been reviewed, scored and evaluated, the committee will present a grid to Hidalgo County Commissioners' Court for the purposes of ranking.

Proposals will be graded on a 100-point system with emphasis on ability to service Hidalgo County Sheriff's Office.

1. **LICENSED PSYCHOLOGIST(S):** **(30 Points)**
The Licensed Psychologist(s) should provide information related to its Qualifications. The Licensed Psychologist(s) must be registered and licensed to practice in the State Of Texas. The Licensed Psychologist must provide a copy of certificates, licenses, permits, etc., required by the State of Texas and any other credentials/registrations or other pertinent information that demonstrates qualifications to perform the Services as required. A list of and scope of, similar projects for comparative purposes shall be included in response.

2. **UNDERSTANDING THE SERVICES/METHODOLOGY:** **(20 Points)**
The Licensed Psychologist(s) must state, the approach and /or methodology, in achieving and rendering all services detailed and required as the Licensed Psychologist by the Hidalgo County Sheriff's Office. If the Psychologist currently has an active practice, the Psychologist must state in detail how services and requirements will be rendered as detailed for the "Request for Proposal". Psychologist(s) should include any local issues or concerns that directly affect the Psychologist(s) understanding of the project.

3. **COST:** **(20 Points)**
Provide fee cost based per psychological evaluation, psychological evaluation update/addendum, individual and/or family counseling, and group counseling as requested in scope of services and requirements.

4. **ABILITY TO COMMIT TO ALL REQUIRED "SERVICES"** **(30 Points)**
The Licensed Psychologist(s) should provide as much background information as to his/her experiences in providing similar Psychological Evaluation Services.

NEGOTIATION PROCESS:

The number one ranked participant will be contacted to submit a contract for negotiations. If negotiations prove unsuccessful, Hidalgo County will terminate negotiations with participant and will contact the next highest ranked participant to pen negotiations.
Emphasis will be placed on qualifications, experience, capability to perform the services as well as meeting the needs of the Hidalgo County Sheriff's Office for - Psychological Evaluation Services for Detention, Patrol, and Communication Officers". Accuracy and completeness are essential. Hidalgo County reserves the right to reject any and all RFPs.
Any Contract awarded to a successful proposer will be in effect until (a) the contract expires, (b) delivery and acceptance of products and/or performance of services ordered, or (c) terminated by County with thirty (30) day's written notice prior to cancellation.

RFP SUBMITTED TO: The original and seven (7) copies of RFPs should be submitted to:

US Postal Mail Address:
Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
Administration Building
2812 S. Business Hwy 281
Edinburg, Texas 78539

Physical Address:
Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
Administration Building
2802 S. Business Hwy. 281
Edinburg, Texas 78539

RFPs must be submitted by **no later than 9:30 a.m. on Wednesday, October 14, 2015.** All costs and expenses associated with the preparation and submission of (rfp's, bids, proposals and/or quotes) shall be the responsibility of the participant and no reimbursement for such charges or expenses shall be passed onto Hidalgo County.

"Psychological Evaluation Services for Detention, Patrol, & Communication Officers at Sheriff's Office"
"POOL FOR LICENSED PSYCHOLOGIST(S)"
RFP NO: 15-346-10-14-HGO
RFP EVALUATION FORM

Exhibit "B"

Selection Criteria	Points	Score

1. **LICENSED PSYCHOLOGIST(S):**
The "Licensed Psychologist(s) should provide information related to its qualifications, experience. The "Licensed Psychologist(s) must be registered and licensed to practice in the State Of Texas. Must provide a copy of certificates, licenses, permits, etc., required by state of Texas and any other credentials/registrations or other pertinent information that demonstrates qualifications to perform the services as required. A list of, and scope of, similar projects for comparative purposes shall be included in response

30 Points _____

Comments/Rationale For Points:_____

2. **UNDERSTANDING THE SERVICES/METHODOLOGY:**
The "Licensed Psychologist(s)" must state, the approach and /or methodology, in achieving and rendering all services detailed and required as the "Licensed Psychologist" by the "Hidalgo County Sheriff's Office. If the "Psychologist" currently has an active practice, the "Psychologist" must state in detail how services and requirements will be rendered as detailed for the "Request For Proposal". Psychologist(s) should include any local issues or concerns that directly affect the "Psychologist(s) understanding of the project.

20 Points _____

Comments/Rationale For Points:_____

3. **COST:**
Provide fee cost based per psychological evaluation, psychological evaluation update/addendum, individual and/or family counseling, and group counseling as requested in scope of services and requirements

20 Points _____

Comments/Rationale For Points:_____

4. **ABILITY TO COMMIT TO ALL REQUIRED "SERVICES"**
The "Licensed Psychologist(s)" should provide as much background information as to its experiences in providing similar Psychological Evaluation Services.

30 Points _____

Comments/Rationale For Points:_____

Total Score _____

Provider: _____

Evaluator: _____ Date: _____

EXHIBIT "C"

Insurance Requirements

The Bidder awarded the contract shall furnish proof of insurance, which will also include any subcontractor that is subcontracted by the bidder in at least the following limits, to be in place prior to providing any services under this Contract and to continue at all times in force in effect during the term of this Contract:

1. A Five Hundred Thousand Dollar ($500,000.00) Comprehensive General Liability insurance policy providing additional coverage to all underlying liabilities of County.

2. Automobile liability insurance policy with limits of at least Three Hundred Thousand Dollars ($300,000.00) per person and Five Hundred Thousand Dollars ($500,000.00) per occurrence. Coverage should include injury to or death of persons and property damage claims with limits up to Five Hundred Thousand ($500,000.00) arising out of the services provided to County hereunder.

3. Uninsured/Underinsured motorist coverage in an amount equal to the bodily injury limits set forth immediately above;

4. Workers compensation insurance in amounts established by Texas law, unless the Bidder is specifically exempted from the Texas Workers Compensation Act, Texas Labor Code Chapter 401, et. seq.

Hidalgo County will only accept certificates of insurance on an Acord form (as attached hereto). Certificates of insurance shall name Hidalgo County as additional insured and must be submitted to County for approval prior to any services being performed by Contractor. Each policy of insurance required hereunder shall extend for a period equivalent to, or longer than the term of the Contract, and any insurer hereunder shall be required to give at least thirty (30) days written notice to the County prior to the cancellation of any such coverage on the termination date, or otherwise. This Contract shall be automatically suspended upon the cancellation, or other termination, of any required policy of insurance hereunder, and such suspension shall continue until evidence adequate replacement coverage is provided to County. If replacement coverage is not provided within thirty (30) days following suspension of the Contract, this Contract shall automatically terminate.

Revised 10/01/08

ACORD

CERTIFICATE OF INSURANCE

DATE (MM/DD/YY)

PRODUCER

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURED

INSURERS AFFORDING COVERAGE

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	$
					DUCTS – 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 LIABILITY**				WC STATU-TORY LIMITS ☐ OTHER	
					E.L. EACH ACCIDENT	$
					E.L. DISEASE-EA EMPLOYEE	$
					E.L. DISEASE-POLICY LIMIT	$
	OTHER					

DESCRIPTION OF OPERATIONS / LOCATION / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

County of Hidalgo shall be named as additional insured on all Commercial General Liability policies.

CERTIFICATE HOLDER	ADDITIONAL INSURED; INSURER LETTER: _____ CANCELLATION
Hidalgo County **Attn: Purchasing Department** **2812 S Highway Bus. 281** **Edinburg, Texas 78539**	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BY CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL ***30*** DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE

SAMPLE

Insurance Requirement Acknowledgment

I, _____, authorized representative for_____
Company/Vendor

hereby acknowledge receipt of the County's required insurance limits. Said requirements:

☐ will be acquired within 10 working days after notification from Purchasing Department of bid awarded by the Hidalgo County Commissioners= Court;

☐ will acquire additional amounts required to meet the County's requirements within 10 working days after notification from Purchasing Department of bid award by the Hidalgo County Commissioners= Court; currently carry the following:

Automobile Liability: $_____ General Liability: $_____

☐ have already been met, see attached copy of insurance certificate.

_____ _____
Authorized Representative Date

Notice to Bidder:
A certificate of insurance for the required insurance limits shall be provided to the Purchasing
Department's Contract Managers in order to qualify for award of bid and to execute a contract
between your Company and the County

Failure to provide Certificates of Insurance to the Purchasing Department's Contract Managers will cause the bid award to be rescinded and re-awarded to next lowest bidder. Certificates of Insurance will be monitored and verified on a **quarterly basis** to ensure coverage policy is in place. It is the Company=s obligation to maintain the appropriate insurance coverage throughout the term of the contract.

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

PROPOSER'S AFFIDAVIT
Exhibit "E"

PROPOSER'S AFFIDAVIT OF NON-COLLUSION
NON-CONFLICT OF INTEREST, 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 any of its officials or employees, any of the terms or provisions set forth in their Request for Proposal and subsequent agreement, except at a meeting open to all interested proposers, of which proper notice was given.

(3) Affiant, further states their officers, employees, or agents have not, and will not attempt to lobby, directly or indirectly, the Hidalgo County Commissioner's Court between proposal submission date and award by the Hidalgo County Commissioner's Court.

(4) Affiant further states no officer, or stockholder of the Proposer is a member of the staff, or related to any employee of the Hidalgo County except as noted herein below:

_____

Signature/Title: _____

_____

Subscribed and sworn to before me this _____day of _____, 20_____.

_____

Notary Public

My commission expires: _____, 20_____.

HIDALGO COUNTY
PURCHASING DEPARTMENT
Bidder/Vendor Application

Complete in print or type. Please return this application to the Hidalgo County Purchasing Department thru Facsimile: (956) 318-2629 or (956) 292-7612 in person or regular mail to: 2812 S. Business Hwy. 281, Edinburg, Texas 78539 or e-mail: purchasing@co.hidalgo.tx.us

Company Name:	Telephone No. ( )
dba Name:	
Legal Name:	
Mailing Address :	Fax No. ( )
Physical Address:	
City, State, Zip	Tax I.D. No.
Remit to Address :	City, State, Zip
E-Mail Address:	
Representative(s) Name(s) & Title(s)	

Type of Organization (check one): _____ Individual _____ Partnership _____ Corporation _____Non-Profit
_____ LLC _____ Sole Proprietor _____ Other, Specify
State Identification No._____ (Please attached completed W-9 form with this application)
Federal Identification No. or (if individual) SS No.

State of Incorporation: _____ Date:_____ Other:

Type of Business (check one): _____ Manufacturer _____ Wholesaler _____ Retailer _____ Broker
_____ Distributor _____ Service Organization _____ Other, Specify

Name & Title of Person(s) Authorized to Sign Bids, Proposals, and/or Contracts:

Small and/or Disadvantaged Business Information (check application criteria)

Small Business:	Disadvantaged Business (At Least 51% Ownership)	
· Less than 125,000 annual gross receipt	· Black American	· Native American
· Less than 250,000 annual gross receipt	· Hispanic American	· Women
· Less than 499,000 annual gross receipt	· Asian Pacific American	· Other
· More than 500,000 annual gross receipt		

Have you been certified as a HUB or an MBE/WBE source?: · Yes · No

Indicate Certification No.(s):_____ or are Certificate(s) attached?: · Yes · No

What type of product(s) is/are solicited by your company?:

Would you like to be provided with specifications for procurements of such products?: · Yes · No

To Be Completed by the County: Rec'd by (Purchasing):_____ Date Rec'd by (Purchasing):

Date Forwarded Information to Auditor's Office:_____Entry Date: _____ Vendor No.:

Revised12/14/06

HISTORICALLY UNDERUTILIZED BUSINESS (HUB) DECLARATION

The primary objective of the Hidalgo County HUB Program is to ensure Historically Underutilized Businesses receive a fair and equal opportunity for participation in the County's procurement process. This fact holds true for Services (Professional & Non-Professional), Commodities, and Construction contracts and any subcontracts thereto. The program strongly encourages Prime Contractors to provide subcontracting opportunities to Certified Hub Contractors/Vendors. Our goal for HUB contractor/vendor participation, as well as HUB subcontractor participation is 30%. To be considered as a "Certified HUB Contractor/Vendor" the contractor/vendor must have been certified by, and hold a current and valid certification with any of the three agencies listed below.

Have you been Certified as a HUB or an MBE/WBE source?: ·Yes · No

If yes, by whom?: · Texas Building & Procurement Commission · Other_____

Indicate Certification No(s).:_____ or Are Certificate(s) Attached?: · Yes · No

LIST OF CERTIFIED HUB SUBCONTRACTORS

(Attach additional pages if necessary)

What percentage of the Bid, RFP,or RFQ is to be subcontracted with Certified HUB sources?: _____%
(List HUB Subcontractor information below).

HUB Subcontractor Name: _____ HUB Status:
Certifying Agency (Check all applicable): Texas Building & Procurement Commission Other
Address: _____ City: _____ State: _____ Zip:
Contact Person: _____ Title: _____ Phone No.: ( )
Subcontract Amount: $_____ Description of Work to be Performed:

HUB Subcontractor Name: _____ HUB Status:
Certifying Agency (Check all applicable): Texas Building & Procurement Commission Other
Address: _____ City: _____ State: _____ Zip:
Contact Person: _____ Title: _____ Phone No.: ( )
Subcontract Amount: $_____ Description of Work to be Performed:

HUB Subcontractor Name: _____ HUB Status:
Certifying Agency (Check all applicable): Texas Building & Procurement Commission Other
Address: _____ City: _____ State: _____ Zip:
Contact Person: _____ Title: _____ Phone No.: ( )
Subcontract Amount: $_____ Description of Work to be Performed:

Form **W-9**
(Rev. January 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) 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. 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-15-346-00-00

THIS CONTRACT is made and entered into this _____day of _____, 2015 by and between the **County of Hidalgo, Texas** ("County"), and _____("Company").

WHEREAS, Company responded to request for proposal for the "Psychological Evaluation Services for Detention, Patrol, & Communication Officers at Sheriff's Office" (the "Services"); and

WHEREAS, Company submitted a proposal to provide services in accordance with the specifications as proposed, a copy of Request for Proposal (RFP) Procurement Packet being attached hereto as Exhibit "A" (the "RFP") and the Company's proposal attached hereto as Exhibit "B" respectively, and incorporated herein for all purposes (the "Evaluation Criteria"); and

WHEREAS, in recognition of and in consideration of Company's agreement to perform the Services in accordance with RFP 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

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RFP 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 two (2) years , **(on an as needed basis),** commencing on _____ ____ , 2015 and expiring on _____ ____ 2017 and may be extended at the sole discretion of the County for an additional two (2) one (1) year term under the same rates, terms and conditions. Hidalgo County also reserves the right to continue this sealed proposal 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

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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: _____
_____
_____

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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

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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.

By: _____

Stephen L. Crain

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EXHIBIT "A"

REQUEST FOR PROPOSAL (RFP) PROCUREMENT PACKET

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EXHIBIT "B"

REQUEST FOR PROPOSAL

EVALUATION CRITERIA

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EXHIBIT "C"

CERTIFICATE OF INSURANCE

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Exhibit "B"

Request

For

Proposal

Bid Page

"Psychological Evaluation Services for Detention, Patrol, & Communication Officers at Sheriff's Office"
"POOL FOR LICENSED PSYCHOLOGIST(S)"
RFP NO: 15-346-10-14-HGO
RFP EVALUATION FORM

Exhibit "B"

Selection Criteria	Points	Score

1. LICENSED PSYCHOLOGIST(S):
The "Licensed Psychologist(s) should provide information related to its qualifications, experience. The "Licensed Psychologist(s) must be registered and licensed to practice in the State Of Texas. Must provide a copy of certificates, licenses, permits, etc., required by state of Texas and any other credentials/registrations or other pertinent information that demonstrates qualifications to perform the services as required. A list of, and scope of, similar projects for comparative purposes shall be included in response

30 Points _____

Comments/Rationale For Points: See Attached (Selection Criteria 1")

2. UNDERSTANDING THE SERVICES/METHODOLOGY:
The "Licensed Psychologist(s)" must state, the approach and /or methodology, in achieving and rendering all services detailed and required as the "Licensed Psychologist" by the "Hidalgo County Sheriff's Office. If the "Psychologist" currently has an active practice, the "Psychologist" must state in detail how services and requirements will be rendered as detailed for the "Request For Proposal". Psychologist(s) should include any local issues or concerns that directly affect the "Psychologist(s) understanding of the project.

→ next page →

20 Points _____

Comments/Rationale For Points: See Attached (Selection Criteria 2")

3. COST:
Provide fee cost based per psychological evaluation, psychological evaluation update/addendum, individual and/or family counseling, and group counseling as requested in scope of services and requirements

20 Points _____

Comments/Rationale For Points: See Attached (Selection criteria 3")

4. ABILITY TO COMMIT TO ALL REQUIRED "SERVICES"
The "Licensed Psychologist(s)" should provide as much background information as to its experiences in providing similar Psychological Evaluation Services.

30 Points _____

Comments/Rationale For Points: See Attached (Selection Criteria 4")

Total Score _____

Provider: Gregorio Pina, III, PhD

Evaluator: _____ Date: _____

"Psychological Evaluation Services for Detention, Patrol, & Communication Officers At Sheriff's Office"

RFP NO: 15-346-10-14
RFP EVALUATION FORM

Exhibit "B"

Selection Criteria:
1: LICENSED PSYCHOLOGIST(S) *(Responses as outlined in sequence in proposal format.)*

a. Licensed Psychologist to Practice in Texas: Texas License 22180. Attached are licenses held.
b. I have been providing psychological evaluations, debriefings after critical incidents, risk assessments, adjunct to SWAT, and other similar duties since formal training at the University of Texas Health Science Center (UTHSCSA). Formal training was in 1976-1976 through the San Antonio Police Department. One of my professors was with Central Intelligence Agency (CIA) selection process. He provided initial training and chaired my dissertation. I continued these services through the Los Angeles Police and Sheriff's Departments as a psychologist at Metropolitan State Hospital where I performed intake evaluations for psychotic patients. The interaction in training was on how to handle mentally ill, violent, and drug abusing suspects. Upon my return to Texas in 1980 and working with Viet Nam Veterans I began services to the Laredo Police Department, Webb County Sheriff's Department, and the other law enforcement agencies in the area (Constables, Zapata County S.O., etc. Since then I have serviced at least fifty federal, state, county, and city law enforcement departments to the present.

2: UNDERSTANDING THE SERVICES / METHODOLOGY: *(Responses as outlined in sequence in requested format.)*

c. HCSO sets up appointments with my office indicating the time needs of the service requested. Generally HCSO is on a hiring basis time line I need to be sensitive to. HCSO is given priority due to the nature of both of our responsibilities. If there is less than five persons scheduled, our general procedures have been for me to evaluate them at my McAllen office. If more than five Applicants are required, then HCSO has been gracious to provide space for group evaluations at the HCSO Academy. We have been flexible in the past as I have recommended that HCSO schedule me last in order to save time and money. By way of example, the polygraph and/or oral interviews by HCSO may disqualify an Applicant and public and operational funds are of concern. This procedure can be tweaked to meet HCSO's needs. Other areas of service are dictated by immediate need so that an HCSO employee may be seen within twenty-four hours (e.g.: critical incident debriefings, fitness for duty evaluations, etc.)
d. I have maintained a private practice since I moved to the Rio Grande Valley in 1980.

e. An Applicant to Detention Center, Peace Officer, and/or Telecommunicator first undergoes (i) a verbal and written "*Orientation*" wherein the Applicant understands the process of evaluation in order to perform well. These include (ii) the ability to read, understand, and follow directions in written format. The ability (iii) to fill out forms, comparable to law enforcement forms. A (iv) sixty question true and false series of questions I have found most common in law enforcement problems in the fields of law enforcement that may interact with the duties and responsibilities of law enforcement officers. An (v) open book test that assesses an Applicant's ability to write in the stilted language we use in law enforcement. I have found the three questions and answers provided to be of significant use in law suits against law enforcement departments and officers. Further, (vi) a *Release of Information)* is also provided to provide the appropriate documentation and information back to the Department. A new law (vii) requires the examiner to review the *Personal History Statement (PHS)* of the Department. Usually the Applicant provides a sealed envelope of his/her *PHS* the Department provides which is returned to the Department on the same day. It is our practice for me to review the *PHS* at group evaluations conducted at the HCSO Police Academy for convenience sake.

f. Written results (TCOLE L-3) Forms are provided within twenty-four hours. It has been our general procedure for me or my office to contact the HCSO Personnel Office Supervisor by telephone as to results and follow up with a faxed copy of the L-3. At times a Supervisor may be involved so as to be involved with "areas of concern" that may require further psychological evaluation.

g. TCOLE requires background investigation issues to be communicated to the psychologist. We have complied with this process and will continue to do so.

Psychological Evaluation Services included are entrance evaluations into law enforcement which include the following:

- A psychological examination (the state licensing agency requires the Minnesota Multiphasic Personality Inventory –2 (MMPI-2) or the Minnesota Multiphasic Personality Inventory -2 Restructured Format (MMPI-2-RF). These psychological test also compares the applicant to other police academy applicants and law enforcement applicants who have been successful or not been successful in police academy training and law enforcement entrance work. These test look for problems in personality functioning in reference to law enforcement and other high risk occupations. If an Applicant has taken one test recently, then he/she takes the other which are equivalent in terms of what we are measuring. These psychological tests are required by TCOLE.
- A personality test that seeks to measure positive characteristics in the applicant is also used. I have found that the Millon Index of Personality Styles-Revised (MIPS-R) to be sensitive, valid and reliable to our geographical area of law enforcement. Should other psychological tests be indicated, then they are provided. By way of example, if I have seen an applicant within a short period of time for another agency, then the above psychological tests are not appropriate due to scientific procedures. Therefore a professional opinion is made as to which psychological test is appropriate: such as the

- Millon Clinical Multiaxial Inventory III (MCMI-III) in place of the MMPI-2 (which I would already have on record) and
- 16PF in place of the MIPS-R.

In this situation, the prior psychological measures are also analyzed so that the requirements of the Hidalgo County Sheriff's Department are met. A concern are "gypsy cops", that is officers who have been in prior trouble at a law enforcement agency and move onto other departments with their troubles.

- A face-to-face interview that addresses areas that are specific to the HCSO and law enforcement is also used. Motivation into law enforcement (length of motivation; helping people and society, altruism, enforcing laws, career aspirations, security reasons, financial security, etc.) are probed into. Issues of integrity are addressed. Also evaluated are histories of responsibility, ability to learn, ability to accept constructive criticism and self-correct. Ideals into who the applicant aspires to be; self-knowledge as to strengths and weaknesses; dependability; initiative; integrity; and psychological vulnerabilities that might affect the applicant's ability to meet the requirements and accept the duties and responsibilities of the HCSO and/or law enforcement officer are explored. Histories of psychological strengths, weaknesses and problems with maintaining the standards of the Department and society are addressed in the face to face interview. Use of alcohol and drugs is explored. The risks that have to be taken in the work of the HCSO and law enforcement are examined along with the potentials and liabilities of the applicant. Problematic relationships that could affect the performance of the applicant are also addressed. Included in the psychological evaluation are any problems the background investigation revealed along with issues of self-esteem, decision-making abilities, and family relationships as they affect the responsibilities of a HCSO communications officer, detention officer or peace officer applying to your department. The face to face interview also includes three to four scenarios which I pick from the scenarios I have been using for over thirty years. Other areas of personality are explored as they arise when appropriate.
- The applicant also fills out forms to ensure attention to detail abilities, and which validates and cross checks responses in other areas (interview and paper and pencil psychological tests.) It is insured the applicant for Telecommunicators, Detention Officers and/or Peace Officers read and understand the English language and can communicate to the standards of the position HCSO performs at.
- A new state law dictates the psychologist should review the Personal History Statement. We have complied with this requirement.
-

Local Issues of Concern that directly affect the "Psychologist's Understanding of the project:

I: We in Hidalgo County and Rio Grande Valley encounter different situations in law enforcement that other parts of the state may not. These include but are not limited to language and cultural differences from different countries south of our county, organized crimes in Mexico that operate in our area, and the new issues arising from the LGBT groups,

Islam, the internet, human smuggling, child slavery, etc. that we are sensitive to. My interests are dealt with by formal training in these areas, many through the HCSO Academy and others out of the areas. A hobby of mine is researching the areas of law enforcement psychological issues as I have access to all American Psychological Association (APA) professional literature that extends back to the 1800's.

II: I further evaluate issues of Competency or Incompetency To Stand Trial, Insanity Defenses and Risk Assessments to the seventeen courts in Hidalgo County. These skills are available to the HCSO, but I am quick to add that these evaluations are the property of the Courts and I am not at liberty to disclose my evaluations to HCSO. However, when evaluating Defendants brought to my office for such evaluation I provide information and recommendations to HCSO Transporting Officers and the Medical Unit at HCSO at no cost.

III: My practice includes evaluation and treatment to the Hidalgo County CS&CD (Adult Probation). Further specialized training in this area provides me with skills to assist law enforcement agencies in the area.

IV: I have also evaluated over 8,500 minors who have claimed child sexual abuse and been in a specialized teams for thirty years that seek to resolve law enforcement issues. These services are provided at no cost to HCSO, but I receive credit for my Reserve Status with the Webb County S.O.

3: COST

3 a: The cost per each evaluation for Detention Officer, Peace Officer (Patrol), and Telecommunicator is two-hundred dollars per evaluation. I have kept my fees of One Hundred and Eighty Dollars to HCSO for about five years. However, the rising cost of practice compels me to charge HCSO two hundred dollars. I will increase my fee in the coming year, and will keep the cost at two hundred dollars.

3b: Costs for debriefing after critical incidents, problems HCSO personnel may be having in life are not charged up to three sessions. If further service is required after the three sessions then I refer to HCSO's resources.

3c: At times HCSO may have a need for a *"Fitness For Duty"* evaluation. I have not charged HCSO for these in the past. These are time consuming and detailed evaluations usually costing over a thousand two hundred dollars. I will use the time spent in this area as part of my Reserve Investigator with the Webb County Sheriff's Office at no cost to HCSO.

4: ABILITY TO COMMIT TO ALL REQUIRED "SERVICES"

My practice is specialized in clinical and clinical forensic psychology to the fields of trauma, law enforcement and criminal psychology.

In my prior service to HCSO and Hidalgo County we have kept an open communication between supervisors and myself so that whenever an issue arises, such as

(I) a need for me to evaluate an inmate at the Detention

Center for different reasons (e.g.: violent inmates, disabled inmates, weather, and/or

(II) an immediate need for services (e.g.: critical incident debriefing to get the officer back to work with a letter indicating fitness for duty, or

(III) other concerns, I will interrupt my schedule to meet the needs of HCSO as we are committed to protecting and serving the public and enforcing laws. This relationship has worked for us in the past. I propose we continue to have HCSO call me on my cell phone for an immediate professional response. Our relationship has grown and matured to the needs of HCSO as our county has grown.

It is my honor be to continue to be of service to HCSO in its mission. I can say the same about the other law enforcement agencies I serve.

I wish to thank you for your consideration in my response to your request for proposals to be of service.

Gregorio Pina, III, Ph.D.

GREGORIO PINA, III, Ph.D.
CLINICAL FORENSIC PSYCHOLOGY
SPECIALIZING IN THE FIELDS OF TRAUMA,
LAW ENFORCEMENT AND CRIMINAL PSYCHOLOGY
1200SOUTH COL. ROWE BLVD., SUITE B-9
McALLEN, TEXAS 78501

McALLEN: (956) 687-7004 **FAX: (956) 687-7014** **CELL: (956) 330-4500**

October 5, 2015

County of Hidalgo
Purchasing Department
C/O: Ms. Heidi Garcia Ortiz / Maria Elena Gaitan
2802 South Business Highway 281
Edinburg, Texas 78539

Sheriff Eddie Guerra
Hidalgo County Sheriff's Office
911 Cibolo Road
Edinburg, Texas 78541

Re: HIDALGO COUNTY / REQUEST FOR PROPOSALS:
Psychological Evaluation Services for Detention, Patrol, & Communication Officers At Sheriff's Office
RFP No. 15-346-10-14-HGO

Dear Sheriff Guerra and Hidalgo Purchasing Department,

Thank you for your inquiry into my procedures, including psychological tests used, in my professional services. Your request also included information as to fees for psychological evaluation services for Telecommunicators, Detention Officers and Peace officers. Enclosed you will also find the RFP information sought in my application.

The licensing agency is the Texas Commission On Law Enforcement Standard (TCOLE). The TCOLE Commission Rules 217.01; 217.1; 217.7; 221.35 (L-3) states the applicant is in satisfactory psychological and emotional health to perform the duties, accepts the responsibilities and meets the qualifications established by the appointing agency. The evaluations I provide meet all of the TCOLE requirements. I am able to provide references at TCOLE should you wish.

Entrance Police Academy Examinations and law enforcement evaluations are considered a specialty in licensed psychologists. I am also a licensed Texas Peace Officer over twenty-five years and am familiar with the occupational positions the RFP requests

services for. My TCOLE PID is 60910 should you want to review my law enforcement record. I have been trained and have kept up my training experiences in the area of high risk occupations (law enforcement, first responders, and fire fighters) to which I provide psychological services to since 1975.
These services include entrance evaluations into law enforcement which include the following:

- A psychological examination (the state licensing agency requires the Minnesota Multiphasic Personality Inventory –2 (MMPI-2) or the Minnesota Multiphasic Personality Inventory -2 Restructured Format (MMPI-2-RF). These psychological test also compares the applicant to other police academy applicants and law enforcement applicants who have been successful or not been successful in police academy training and law enforcement entrance work. These test look for problems in personality functioning in reference to law enforcement and other high risk occupations. If an Applicant has taken one test recently, then he/she takes the other which are equivalent in terms of what we are measuring. These psychological tests are required by TCOLE.
- A personality test that seeks to measure positive characteristics in the applicant is also used. I have found that the Millon Index of Personality Styles-Revised (MIPS-R) to be sensitive, valid and reliable to our geographical area of law enforcement. Should other psychological tests be indicated, then they are provided. By way of example, if I have seen an applicant within a short period of time for another agency, then the above psychological tests are not appropriate due to scientific procedures. Therefore a professional opinion is made as to which psychological test is appropriate: such as the
    - Millon Clinical Multiaxial Inventory III (MCMI-III) in place of the MMPI-2 (which I would already have on record) and
    - 16PF in place of the MIPS-R.

  In this situation, the prior psychological measures are also analyzed so that the requirements of the Hidalgo County Sheriff's Department are met. A concern are "gypsy cops", that is officers who have been in prior trouble at a law enforcement agency and move onto other departments with their troubles.
- A face-to-face interview that addresses areas that are specific to the HCSO and law enforcement is also used. Motivation into law enforcement (length of motivation; helping people and society, altruism, enforcing laws, career aspirations, security reasons, financial security, etc) are probed into. Issues of integrity are addressed. Also evaluated are histories of responsibility, ability to learn, ability to accept constructive criticism and self-correct. Ideals into who the applicant aspires to be; self knowledge as to strengths and weaknesses; dependability; initiative; integrity; and psychological vulnerabilities that might affect the applicant's ability to meet the requirements and accept the duties and responsibilities of the HCSO and/or law enforcement officer are explored. Histories of psychological strengths, weaknesses and problems with maintaining the standards of the Department and society are addressed in the face to face interview. Use of alcohol and drugs is explored. The risks that have to be taken in the work of the HCSO and law enforcement are examined along with the potentials and liabilities of the applicant. Problematic relationships that could

affect the performance of the applicant are also addressed. Included in the psychological evaluation are any problems the background investigation revealed along with issues of self-esteem, decision-making abilities, and family relationships as they affect the responsibilities of a HCSO communications officer, detention officer or peace officer applying to your department. The face to face interview also includes three to four scenarios which I pick from the scenarios I have been using for over thirty years. Other areas of personality are explored as they arise when appropriate.

- The applicant also fills out forms to ensure attention to detail abilities, and which validates and cross checks responses in other areas (interview and paper and pencil psychological tests.) It is insured the applicant for Telecommunicators, Detention Officers and/or Peace Officers read and understand the English language and can communicate to the standards of the position HCSO performs at.
- A new state law dictates the psychologist should review the Personal History Statement. We have complied with this requirement.

Your next question was the issue of fees for my services. My standard rate for entrance evaluations is two hundred dollars per evaluation. Please note that I have not raised my fees for these professional services to HCSO for the past eight years. All other law enforcement departments have been paying the usual fee of two hundred dollars. Due to rising costs of psychological tests I have raised my fees and request the same in this Proposal for Services.

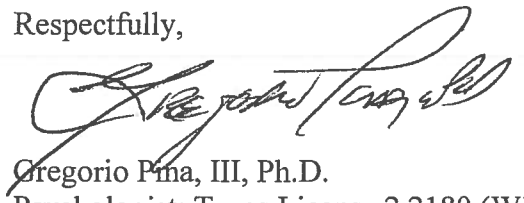
You should expect written L-3 results within twenty-four hours. I attempt to get results back to the HCSO on the same date. However, some applicants may not complete their psychological tests until the end of the day. In this case, my expectations are that you receive the written results the next morning, unless some unusual circumstance arise that is out of our control.

Should you elect to use my services, I remind you that I do not provide a charge for debriefing after critical incidents. I also do not charge for initial sessions (like up to three sessions) for problems HCSO personnel may experience in life (separations, divorce, family problems, alcohol involvement, and so on). I do not charge for other employee related problems during their employment (unprofessional conduct, anxiety reactions, etc.) for the aforementioned three sessions. I take credit for this time for my peace officer reserve status with my Department.

I have also insured Hidalgo County for my services (E.G.; Adult Probation and the work I perform for the courts for competency and/or incompetency to stand trial, insanity at the time of the offense, and risk assessments for special situations requested by our Judges. HCSO has been covered by my insurance. The insurance is for an aggregate of five million dollars or as I understand three million per occurrence.

I wish to again thank you for your kind inquiry. Please do not hesitate to contact me if further information is indicated. I have been honored to provide psychological services to HCSO and hope we may continue our professional relationships.

Respectfully,



Gregorio Pina, III, Ph.D.
Psychologist: Texas License 2 2180 (With Health Service Certificate)
Texas Peace Officer: (Webb County S.O.; Master's Certification TCLOSE PID: 60910).
Licensed Sex Offender Treatment Provider: License 94178
Specialist In School Psychology: Texas License; 30465
Diplomates In:
Forensic Psychology: The American College of Forensic Examiners
Police Psychology: Society for Police and Criminal Psychology
Psychology: The American College of Forensic Examiners
Sexual Abuse: The American College of Forensic Examiners
Fellow:
Life Fellow: American Academy of Forensic Examiners
Clinical Forensic Psychology

Exhibit "C"

Certificate Of Insurance

EXHIBIT "C"

Insurance Requirements

The Bidder awarded the contract shall furnish proof of insurance, which will also include any subcontractor that is subcontracted by the bidder in at least the following limits, to be in place prior to providing any services under this Contract and to continue at all times in force in effect during the term of this Contract:

1. A Five Hundred Thousand Dollar ($500,000.00) Comprehensive General Liability insurance policy providing additional coverage to all underlying liabilities of County.

2. Automobile liability insurance policy with limits of at least Three Hundred Thousand Dollars ($300,000.00) per person and Five Hundred Thousand Dollars ($500,000.00) per occurrence. Coverage should include injury to or death of persons and property damage claims with limits up to Five Hundred Thousand ($500,000.00) arising out of the services provided to County hereunder.

3. Uninsured/Underinsured motorist coverage in an amount equal to the bodily injury limits set forth immediately above;

4. Workers compensation insurance in amounts established by Texas law, unless the Bidder is specifically exempted from the Texas Workers Compensation Act, Texas Labor Code Chapter 401, et. seq.

Hidalgo County will only accept certificates of insurance on an Acord form (as attached hereto). Certificates of insurance shall name Hidalgo County as additional insured and must be submitted to County for approval prior to any services being performed by Contractor. Each policy of insurance required hereunder shall extend for a period equivalent to, or longer than the term of the Contract, and any insurer hereunder shall be required to give at least thirty (30) days written notice to the County prior to the cancellation of any such coverage on the termination date, or otherwise. This Contract shall be automatically suspended upon the cancellation, or other termination, of any required policy of insurance hereunder, and such suspension shall continue until evidence adequate replacement coverage is provided to County. If replacement coverage is not provided within thirty (30) days following suspension of the Contract, this Contract shall automatically terminate.

Revised 10/01/08

Insurance Requirement Acknowledgment

I, Gregorio Linares IV, authorized representative for Gregorio Linares IV
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: $ Full Coverage General Liability: $ Full Coverage

☑ have already been met, see attached copy of insurance certificate.

Gregorio Linares IV
Authorized Representative

Oct 5, 2015
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

PROGRESSIVE®

Texas Liability Insurance Card

Progressive County Mutual Ins Co
1-800-776-4737
(se habla español)

Effective Date: Jun 6, 2015-Dec 6, 2015
Policy Number: 53174828

Named Insured(s)

Gregorio I Pina III
Luciana T Pina
2205 S Monmack Rd
Edinburg, TX 78541

Year	Make	Model	Vehicle Identification No.
1997	CHEVROLET	CORVETTE	1G1YY22G4V5101255
1997	NISSAN	PICKUP	1N6SD11S1VC308316
2009	CHRYSLER	PT CRUISER	3A8FY589X9T584273
2001	FORD	F250	1FTNF21F71EA46609

This policy provides at least the minimum amounts of liability insurance required by the Texas Motor Vehicle Safety Responsibility Act for the specified vehicles and named insureds and may provide coverage for other persons and other vehicles as provided by the insurance policy.

Form 6485 TX (07/01)

Processed on Jun 19, 2015 at 08:22 a.m.

PROGRESSIVE
P.O. BOX 31260
TAMPA, FL 33631

PROGRESSIVE DIRECT

Policy Number: 53174828
Underwritten by:
Progressive County Mutual Ins Co
June 21, 2015
Policy Period: Jun 6, 2015 - Dec 6, 2015

GREGORIO I PINA III
2205 S MONMACK RD
EDINBURG, TX 78541

progressive.com
Online Service
Make payments, check billing activity, update policy information or check status of a claim.

1-800-776-4737
For customer service and claims service, 24 hours a day, 7 days a week.

Auto Insurance Coverage Summary

This is your Declarations Page
Your coverage has changed

Your coverage began on June 6, 2015 at 12:01 a.m. This policy expires on December 6, 2015 at 12:01 a.m.

This coverage summary replaces your prior one. Your insurance policy and any policy endorsements contain a full explanation of your coverage. The policy limits shown for a vehicle may not be combined with the limits for the same coverage on another vehicle. The policy contract is form 9611D TX (06/14). The contract is modified by forms Z357 (06/06) and 4884 (10/08).

Policy changes effective June 21, 2015

Changes requested on:	Jun 21, 2015 08:24 p.m.
Requested by:	Gregorio I Pina III
Premium change:	$12.86
Changes:	Coverage has changed on the 1997 NISSAN PICKUP. Coverage has changed on the 2001 FORD F250.

Automobile Burglary and Theft Prevention Authority Fee

Notice: A fee of $4.00 is payable in addition to the premium due under this policy. This fee reimburses partially or completely the insurer, as permitted by 28 TAC §5.205, for the $2.00 fee per motor vehicle per year required to be paid to the Automobile Burglary and Theft Prevention Authority under *Vernon's Annotated Revised Civil Statutes of the State of Texas*, Article 4413(37), §10, which was effective on June 6, 1991, and revised effective September 1, 2011.

Drivers and household residents

	Additional information
Gregorio I Pina III	Named insured
Luciana T Pina	

Continued

Outline of coverage

1997 CHEVROLET CORVETTE 2 DOOR COUPE
VIN: **1G1YY22G4V5101255**
Garaging ZIP Code: 78541
Primary use of the vehicle: Commute

	Limits	Deductible	Premium
Liability to Others			$149
Bodily Injury Liability	$100,007 each person/$300,007 each accident		
Property Damage Liability	$100,007 each accident		
Personal Injury Protection	$10,003 each person/each accident		17
Uninsured/Underinsured Motorist Bodily Injury	$100,007 each person/$300,007 each accident		32
Uninsured/Underinsured Property Damage	$50,007 each accident	$250	10
Comprehensive	Actual Cash Value	$499	73
Comprehensive Window Glass		$0 glass	
Collision	Actual Cash Value	$499	54
Total premium for 1997 CHEVROLET			**$335**

1997 NISSAN PICKUP PICKUP
VIN: **1N6SD11S1VC308316**
Garaging ZIP Code: 78541
Primary use of the vehicle: Commute

	Limits	Deductible	Premium
Liability to Others			$145
Bodily Injury Liability	$100,007 each person/$300,007 each accident		
Property Damage Liability	$100,007 each accident		
Personal Injury Protection	$10,003 each person/each accident		17
Uninsured/Underinsured Motorist Bodily Injury	$100,007 each person/$300,007 each accident		31
Uninsured/Underinsured Property Damage	$50,007 each accident	$250	3
Comprehensive	Actual Cash Value	$499	21
Collision	Actual Cash Value	$499	17
Total premium for 1997 NISSAN			**$234**

2009 CHRYSLER PT CRUISER SPORT VAN
VIN: **3A8FY589X9T584273**
Garaging ZIP Code: 78541
Primary use of the vehicle: Commute

	Limits	Deductible	Premium
Liability to Others			$184
Bodily Injury Liability	$100,007 each person/$300,007 each accident		
Property Damage Liability	$100,007 each accident		
Personal Injury Protection	$10,003 each person/each accident		27
Uninsured/Underinsured Motorist Bodily Injury	$100,007 each person/$300,007 each accident		54
Uninsured/Underinsured Property Damage	$50,007 each accident	$250	11
Comprehensive	Actual Cash Value	$499	51
Comprehensive Window Glass		$0 glass	
Collision	Actual Cash Value	$499	61
Total premium for 2009 CHRYSLER			**$388**

Continued

2001 FORD F250 PICKUP
VIN: **1FTNF21F71EA46609**
Garaging ZIP Code: 78541
Primary use of the vehicle: Farm

	Limits	Deductible	Premium
Liability to Others			$206
Bodily Injury Liability	$100,007 each person/$300,007 each accident		
Property Damage Liability	$100,007 each accident		
Personal Injury Protection	$10,003 each person/each accident		15
Uninsured/Underinsured Motorist Bodily Injury	$100,007 each person/$300,007 each accident		27
Uninsured/Underinsured Property Damage	$50,007 each accident	$250	5
Comprehensive	Actual Cash Value	$499	27
Collision	Actual Cash Value	$499	27
Total premium for 2001 FORD			**$307**
Subtotal policy premium			**$1,264.00**
Automobile Burglary/Theft Prevention Authority Fee			4.00
Total 6 month policy premium and fees			**$1,268.00**

Premium discounts

Policy	
53174828	Multi-Policy, Paid in Full, Home Owner, Multi-Car, Continuous Insurance: Platinum, Paperless, Three-Year Safe Driving and Five-Year Accident Free

PROGRESSIVE
P.O. BOX 31260
TAMPA, FL 33631

PROGRESSIVE DIRECT

Policy Number: 53174828
Underwritten by:
Progressive County Mutual Ins Co
June 21, 2015
Policy Period: Jun 6, 2015 - Dec 6, 2015

GREGORIO I PINA III
2205 S MONMACK RD
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progressive.com
Online Service
Make payments, check billing activity, update policy information or check status of a claim.

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	Additional information
Gregorio I Pina III	Named insured
Luciana T Pina	

Continued

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Uninsured/Underinsured Motorist Bodily Injury	$100,007 each person/$300,007 each accident		32
Uninsured/Underinsured Property Damage	$50,007 each accident	$250	10
Comprehensive	Actual Cash Value	$499	73
Comprehensive Window Glass		$0 glass	
Collision	Actual Cash Value	$499	54
Total premium for 1997 CHEVROLET			**$335**

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VIN: **1N6SD11S1VC308316**

Garaging ZIP Code: 78541

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VIN: **3A8FY589X9T584273**

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Premium discounts

Policy	
53174828	Multi-Policy, Paid in Full, Home Owner, Multi-Car, Continuous Insurance: Platinum, Paperless, Three-Year Safe Driving and Five-Year Accident Free

PROJECT REQUIREMENTS ACKNOWLEDGMENT

This is to certify that I, Gregorio Pina, III, PhD, possess all of the APPLICABLE:

1. Licenses: Psychologist TX(22180)
2. Bonds: _____
3. Certificates: _____
4. Permits: _____
5. Other: Insurance to cover Hidalgo County Texas

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.

Gregorio Pina, III, PhD
Authorized Signature

Oct 5, 2015
Date

Gregorio Pina, III, PhD
Company

1200 South Cal. Rowe Blvd Ste B-9
Address

McAllen, TX 78501
City, State, Zip

TEXAS STATE BOARD OF EXAMINERS OF PSYCHOLOGISTS

ANNUAL RENEWAL PERMIT

THIS DOCUMENT IS DULY ISSUED UNDER THE LAWS OF THE STATE OF TEXAS

Licensed Psychologist with HSP

GREGORIO PINA III PH.D
STE B-9
1200 SOUTH COL. ROWE
MCALLEN, TX 78501



22180
LICENSE NO.

August 31, 2016
EXPIRATION DATE

MUST BE DISPLAYED WITH LICENSE IN A CONSPICUOUS PLACE

TEXAS STATE BOARD OF EXAMINERS OF PSYCHOLOGISTS

ANNUAL RENEWAL PERMIT

Licensed Specialist in School Psychology

THIS DOCUMENT
IS DULY ISSUED
UNDER THE LAWS
OF THE
STATE OF TEXAS

GREGORIO PINA III PH.D
STE B-9
1200 SOUTH COL. ROWE
MCALLEN, TX 78501



30465
LICENSE NO.

August 31, 2016
EXPIRATION DATE

MUST BE DISPLAYED WITH LICENSE IN A CONSPICUOUS PLACE

ACE American Insurance Company

Psychologists' Professional Liability
Claims Made Insurance
Policy Declarations

PRODUCER NUMBER	273865	DATE OF ISSUE	September 01, 2015

PSYCHOLOGISTS' PROFESSIONAL LIABILITY CLAIMS MADE INSURANCE POLICY

THIS POLICY/CERTIFICATE IS ISSUED IN ASSOCIATION WITH THE PSYCHOLOGISTS PURCHASING GROUP ASSOCIATION

Item					
	POLICY/CERTIFICATE NUMBER: **58G22494077**				
1.	**Named Insured:**	**Dr. Gregorio Pina III**			
	Address:	1200 S Col Rowe Blvd Ste B9			
	City, State & Zip Code:	McAllen, TX 78501 2954			
2.	**Policy Period:** 12:01 A.M. local time at the address shown in Item 1.	From: 09/01/2015	To: 09/01/2016		
3.	**COVERAGE**	**LIMITS OF LIABILITY**			**PREMIUM**
	Professional Liability **Wrongful Employment Practices**	$1,000,000 Each **Incident**	$5,000,000 Aggregate $5,000 Aggregate		$954.00
		REIMBURSEMENTS			
	Licensing Board Defense	$50,000 per Proceeding			$45.00
	Other Governmental Regulatory Body Defense	$10,000 per Proceeding			
	Deposition Expense	$5,000 per **Insured**			
	Premises Medical Payment	$2,500 per Person	$75,000 Aggregate		
	Assault and/or **Battery**		$1,000 Aggregate		
	Loss of Earnings	$500 per Day, per **Insured**	$15,000 Aggregate Per **Incident**		
	Surcharge(s)				
				Total Premium	$999.00
4.	Retroactive Date 07/17/1987				
5.	This policy is made and accepted subject to the printed conditions in this policy together with the provisions, stipulations and agreements contained in the following form(s) or endorsement(s). PF15215a, PF33748 , PF15217a (05/07), CC-1K11h (03/14), PF15245a, PF15235a, ALL-4Y30f (06/15), ALL18894b, PF15309a , PF18892b, PF17914 (02/05),				
6.	**Notice of claim should be sent to:** **Trust Risk Management Services, Inc.** 181 W Madison St Ste 2900 Chicago, IL 60602		**All other correspondence should be sent to:** **Trust Risk Management Services, Inc.** 1791 Paysphere Circle Chicago, IL 60674		
7.	REPRESENTATIVE:	Agent or broker:	**Trust Risk Management Services, Inc.** doing business in TX as Potomac Risk Management Services, Inc.		
		Office address:	1791 Paysphere Circle		
		City, State, Zip	Chicago, IL 60674		
		Website:	www.trustinsurance.com		
		Phone:	**1.877.637.9700**		

© 2007 The Trust

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Named Insured			Endorsement Number
Dr. Gregorio Pina III			
Policy Symbol CRL	Policy Number 58G22494077	Policy Period 09/01/2015 to 09/01/2016	Effective Date 09/01/2015
Issued By (Name of Insurance Company) ACE American Insurance Company			

Additional Insured

It is agreed that in consideration of the premium charged, the individual(s) or entity(ies) designated below shall be an **Insured**, under Section III. PERSONS INSURED, but only with respect to such individual's or entity's liability arising solely out of an **Incident** caused by the sole negligence of another **Insured:**

Additional Insured	Address
HIDALGO COUNTY	**PO Box 970 Edinburg TX 78540**

The premium for this endorsement is included in the premium shown on the Declarations unless a specific amount is shown here:	Additional Premium:	
	Return Premium:	

All other terms and conditions of this policy remain unchanged.

Authorized Agent

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Zimbra **heidi.ortiz@co.hidalgo.tx.us**

RE: RFP No. 15-346-10-14-HGO - "Psychological Evaluation Services for Detention, Patrol & Communications Officers at Sheriff's Office

From : Steve Crain <scrain@atlashall.com> Wed, Oct 21, 2015 01:34 PM

Subject : RE: RFP No. 15-346-10-14-HGO - "Psychological Evaluation Services for Detention, Patrol & Communications Officers at Sheriff's Office

To : 'Heidi Ortiz' <heidi.ortiz@co.hidalgo.tx.us>

Yes.

-----Original Message-----
From: Heidi Ortiz [mailto:heidi.ortiz@co.hidalgo.tx.us]
Sent: Wednesday, October 21, 2015 12:01 PM
To: Steve Crain
Subject: RFP No. 15-346-10-14-HGO - "Psychological Evaluation Services for Detention, Patrol & Communications Officers at Sheriff's Office

Good morning Mr. Crain:

Dr. Pina came by the office yesterday and we called his insurance company. They said it will take several days to get the coverage on the Acord form. He is currently operating on the 60 day extension which expires on November 1st. I need to prepare the agenda item now so that Monica can move it to the CC meeting of October 27. My question is can I go ahead with the agenda and specify that the approval is subject to him submitting his insurance? Please advise.

Heidi

--
Heidi Garcia Ortiz, Buyer III
Hidalgo County Purchasing Department
2802 S. Business Hwy 281
Edinburg, TX 78539
956-292-7000 Ext. 4877
956-292-7612 Fax
heidi.ortiz@co.hidalgo.tx.us

Zimbra **heidi.ortiz@co.hidalgo.tx.us**

RE: RFP No. 15-346-10-14-HGO - "Psychological Evaluation Services for Detention, Patrol & Communications Officers at Sheriff's Office

From : Steve Crain <scrain@atlashall.com> Fri, Oct 16, 2015 01:55 PM

Subject : RE: RFP No. 15-346-10-14-HGO - "Psychological Evaluation Services for Detention, Patrol & Communications Officers at Sheriff's Office

To : 'Heidi Ortiz' <heidi.ortiz@co.hidalgo.tx.us>

The contract is fine.

-----Original Message-----
From: Heidi Ortiz [mailto:heidi.ortiz@co.hidalgo.tx.us]
Sent: Friday, October 16, 2015 2:40 PM
To: Steve Crain
Subject: RFP No. 15-346-10-14-HGO - "Psychological Evaluation Services for Detention, Patrol & Communications Officers at Sheriff's Office

Mr. Crain:

Attached is the service contract on the above listed project with the corrections you requested.

Heidi

--
Heidi Garcia Ortiz, Buyer III
Hidalgo County Purchasing Department
2802 S. Business Hwy 281
Edinburg, TX 78539
956-292-7000 Ext. 4877
956-292-7612 Fax
heidi.ortiz@co.hidalgo.tx.us

AI-51771 **Purchasing Department** **23. I. 1.**

CC - REGULAR

Meeting Date: 10/27/2015

Submitted For: Marty Salazar, PURCHASING DEPT.

Submitted By: Letty Saenz, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

Requesting approval to enter into an Interlocal Agreement with the Texas Department of State Health Services of Vital Statistics and Hidalgo County for issuance of Birth Certificates at **NO COST** to the County.

BACKGROUND

ILA-DSHS-County Clerk

Fiscal Impact

FISCAL YEAR: **ACCT. #:**

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

BUDGETARY IMPACT:

****No fiscal impact**; Agreement is entered at **NO COST** to the County

---

Attachments

Contract - DSHS-(Remote System to Issue Individual Birth Certificates) Co Clk

approval by legal

Request by Co Clerks

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	10/19/2015 04:03 PM
Budget & Management	Veronica Ortiz	10/21/2015 02:43 PM
Manuel Chapa	Manuel Chapa	10/23/2015 10:33 AM
Auditor's Office	Monica Badillo	10/23/2015 07:16 PM
Form Started By: Letty Saenz		Started On: 10/13/2015 09:36 AM
Final Approval Date: 10/23/2015		

DEPARTMENT OF STATE HEALTH SERVICES

Contract number 537-16-0127-00001 (Contract), is entered into by Department of State Health Services (DSHS) Vital Statistics Unit and **Hidalgo County** (Contractor). DSHS and Contractor are collectively referred to herein as the "Parties."

I. **Purpose of the Contract.** DSHS agrees to provide access to the Texas Electronic Registration Remote System (TER Remote System) for the purpose of issuing individual birth certificates.

II. **Term of the Contract.** This Contract will begin on September 1, 2015 and end on August 31, 2017.

III. **Authority.** The Parties enter into this Contract under the authority of Texas Government Code Chapter 791.

IV. **Statement of Work.**

A. DSHS agrees to provide on-line computer services in support of Contractor from 7:00 a.m. to 6:00 p.m. (CST) Monday thru Friday, except holidays. In the event of an emergency or computer application error, DSHS may temporarily suspend services without advance notice.

B. Contractor will search DSHS databases, locate data, and issue Certifications of Vital Records to authorized individuals requesting such data. The certifications will be in a format formally approved by DSHS. No limit will be established on the number of searches per month not resulting in issuance of a certification, provided the number is reasonable.

C. Contractor will acquire the necessary data processing equipment, communications, hardware or software, and purchase "bank note" paper, as specified by DSHS. DSHS will assist in connection of the equipment, furnish software program and provide technical assistance, if necessary.

D. Contractor acknowledges that records may not be located in the searching process instituted by Contractor or records, which are located, may have errors due to:

1. Normal key-entry errors in spellings;
2. Accidental failure on the part of the DSHS to update a file for an amendment or paternity determination; and
3. The event year does not exist on the system.

E. Contractor will notify DSHS in writing, at least monthly of errors or suspected errors that exist on the data base information.

F. Contractor is to maintain an inventory control and account for each document produced on "bank note" paper, including voided documents.

G. Contractor is responsible for maintaining a system of vital record keeping that is in accordance with Health and Safety Code Chapter 195 and the regulations adopted.

H. The Parties are required to comply with all applicable state and federal laws relating to the privacy and confidentiality of this data and records, which includes Texas Government Code Section 552.0038.

I. The Parties will maintain sufficient safeguards to prevent release or disclosure of any such records or information obtained under this Contract to anyone other than individuals who are authorized by law to receive such records or information and who will protect the records or information from re-disclosure as required by law.

J. The Parties will use confidential records and information obtained under this Contract only for purposes as described in this Contract and as otherwise allowed by law.

V. Fees.

Contractor agrees to pay DSHS $1.83 for each Certification of Vital Record printed as a result of searches of the database. Contractor agrees to charge the same base search fee for a birth certificate as DSHS. Additional fees may only be charged as authorized by Texas Health and Safety Code 191.

VI. Billing.

A. DSHS will send an itemized billing to Contractor on a monthly basis for each certification of Vital Record printed. This billing will be sent through the U.S. Postal Service to the Contractor at:

Name: Hidalgo County Clerk

Address: P.O. Box 58
Edinburg, TX 78540

B. Contractor will direct any billing inquiries either by phone to 512-776-7206 or email to vsubusinessservices@dshs.state.tx.us.

VII. Payment Method.

A. Contractor will remit payment to DSHS within thirty days after a billing is received by them. Payment by the Contractor will be considered made on the date postmarked.

B. Contractor will send payments to DSHS at:

Texas Department of State Health Services
Cash Receipts Branch MC 2096
P.O. Box 149347
Austin, TX 78714-9347

C. Contractor will make payment to DSHS out of its current revenues.

VIII. **Representatives**. The following will act as the Representative authorized to administer activities under this Contract on behalf of their respective Party.

Hidalgo County	DSHS
Arturo Guajardo, Jr. Hidalgo County P.O. Box 58 Edinburg, TX 78540 Phone: 956-318-2100 Email: priscilla.torres@co.hidalgo.tx.us	Texas Department of State Health Services Contract Oversight and Support Attn: Princess Lindsay Mail Code 1326 P.O. Box 149347 Austin, TX 78714-9347 Phone: 512-776-3713 Email: Princess.Lindsay@dshs.state.tx.us

IX. **General Terms and Conditions**.

A. **Governing Law.** Regarding all issues related to this Contract's formation, performance, interpretation, and any issues that may arise in any dispute between the Parties, the Contract will be governed by and construed in accordance with the laws of the State of Texas.

B. **Amendment.** This Contract may be modified by written amendment signed by the Parties.

C. **Confidentiality.**

1. The Parties are required to comply with all applicable state and federal laws relating to the privacy and confidentiality of patient and client records that contain Protected Health Information (PHI) or other information or records made confidential by law, which includes, but is not limited to the Data Use Agreement that will be executed by the Contractor by January 16, 2016.

2. Contractor will maintain sufficient safeguards to prevent release or disclosure of any such records or information obtained under this Contract to anyone other than individuals who are authorized by law to receive such records or information and who will protect the records or information from re-disclosure as required by law.

3. Contractor will use confidential records and information obtained under this Contract only for purposes as described in this Contract and as otherwise allowed by law.

4. Notwithstanding any provision relating to confidentiality, the confidential information held by DSHS may be disclosed to a third party pursuant to the Texas Public Information Act (Texas Government Code Chapter 552), any open records decision or ruling by the Attorney General that such information constitutes public information or as otherwise provided by law.

D. **Exchange of Client-Identifying Information.** If this Contract concerns client-identifying information, except as prohibited by other law, Contractor and DSHS may exchange PHI without the consent of clients in accordance with 45 Code of Federal Regulation § 164.504(e)(3)(i)(B), Texas Health and Safety Code § 533.009 and other applicable law or rules.

E. **Records Retention.** DSHS will retain records in accordance with DSHS State of Texas Records Retention Schedule at http://www.dshs.state.tx.us/records/schedules.shtm, Department Rules and other applicable state and federal statutes and regulations governing medical, mental health, and substance abuse information.

F. **Severability.** If any provision of this Contract is construed to be illegal or invalid, the illegal or invalid provision will be deemed stricken and deleted to the same extent and effect as if never incorporated, but all other provisions will continue.

G. **Notice.** Any notice required or permitted to be given under this Contract will be in writing and sent to the respective Party's Representative in Section VIII. Notice will be deemed to have been received by a Party on the third business day after the date on which it was mailed to the Party at the address specified in writing by the Party to the other Party, or, if sent by certified mail, on the date of receipt.

H. **Waiver.** Acceptance by either Party of partial performance or failure to complain of any action, non-action or default under this Contract will not constitute a waiver of either Party's rights under the Contract.

I. **Assignment.** Neither DSHS nor Contractor will not transfer, assign, or sell its interest, in whole or in part, in this Contract without prior written consent by both Parties.

J. **Suspension of Services Under This Contract.** In the event of an emergency or information technology system failure, DSHS may temporarily suspend services without advance notice.

K. Termination.

1. **Convenience.** This Contract may be terminated by mutual agreement of both Parties. Either Party may terminate this Contract without cause by giving 30 days written notice of its intent to terminate to the non-terminating Party.

2. **Cause.** This Contract may be terminated for cause by either Party for breach or failure to perform an essential requirement of the Contract.

3. **Notice of Termination.** Written notice may be sent by any method that provides verification of receipt, which will be calculated from the date of receipt by the non-terminating Party's Representative provided in Section VIII.

4. **Transition after Termination.** At the end of the Term of this Contract or termination as provided for in this Section, the Parties will equitably settle their respective accrued interests or obligations incurred prior to termination.

By signing below, the Parties agree that this Contract constitutes the entire legal and binding agreement between them. The Parties acknowledge that they have read the Contract and agree to its terms, and that the persons whose signatures appear below have the authority to execute this Contract on behalf of their respective Party.

DEPARTMENT OF STATE HEALTH SERVICES	HIDALGO COUNTY
_____	_____
Ed House Chief Operating Officer Department of State Health Services	Ramon Garcia County Judge Hidalgo County
_____ Date	_____ Date

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

ATTEST:

_____	_____
Stephen L. Crain, Attorney	Arturo Guajardo, Jr., County Clerk

Zimbra **leticia.saenz@co.hidalgo.tx.us**

RE: Hidalgo County Remote Birth Access Contract

From : Steve Crain <scrain@atlashall.com> Tue, Oct 13, 2015 12:41 PM

Subject : RE: Hidalgo County Remote Birth Access Contract

To : 'Leticia H. Saenz' <leticia.saenz@co.hidalgo.tx.us>

The Agreement is fine.

-----Original Message-----
From: Leticia H. Saenz [mailto:leticia.saenz@co.hidalgo.tx.us]
Sent: Tuesday, October 13, 2015 10:15 AM
To: Steve Crain
Cc: Marynel Trevino; priscilla torres; Martha L. Salazar
Subject: Fwd: Hidalgo County Remote Birth Access Contract

Good morning, Mr. Crain-

Please review and approve as to form Interlocal Agreement (attached hereto) with the Department of State Health Services (DSHS)for the purposes of the "Issuance of Birth Certificates" at NO COST to the County.

The County Clerk is asking to place on the next CC for approval, however, the term of the ILA reflects that its effective as of September 1, 2015, expiring, August 31, 2017.

Please advise as I will be placing on the next CC agenda for approval.

Respectively,

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.. .

----- Forwarded Message -----
From: "Priscilla Torres" <priscilla.torres@co.hidalgo.tx.us>
To: "Leticia H. Saenz" <leticia.saenz@co.hidalgo.tx.us>
Sent: Friday, October 9, 2015 3:04:57 PM
Subject: Fwd: Hidalgo County Remote Birth Access Contract

Good Afternoon Ms. Letty,

Attached, please find the new contract for the DSHS - for Remote Birth Certificates.

Please have legal review and place on the next available Comm. Court Meeting.
I would appreciate it if you could get two original contracts from this email, if to legals approval, routed for signatures.

Thank you,

Priscilla Torres
Administrative Assistant

Office of Arturo Guajardo, Jr.
Hidalgo County Clerk
100 N. Closner
Edinburg, TX 78539
956-318-2100, ext. 6192

----- Forwarded Message -----
From: "Princess Lindsay (DSHS)" <Princess.Lindsay@dshs.state.tx.us>
To: aguajardo@hidalgocountyclerk.us, "Priscilla Torres" <priscilla.torres@co.hidalgo.tx.us>
Cc: "Chris Guerrero (DSHS)" <Chris.Guerrero@dshs.state.tx.us>, "Josh Thomas (DSHS)" <Josh.Thomas@dshs.state.tx.us>

Sent: Friday, October 9, 2015 12:27:51 PM
Subject: Hidalgo County Remote Birth Access Contract

Dear Mr. Guajardo/Ms. Torres,

This year the Department of State Health Services (DSHS), Contract Oversight and Support (COS) division is processing and managing contracts on behalf of the DSHS Vital Statistic Unit (VSU). The current Remote Birth Access contract between the DSHS and Hidalgo County expired August 31, 2015. Attached, please find the contract renewal for the period September 1, 2015 to August 31, 2017 for your organization's authorized signatory. This renewal incorporates contract attachments (signature page, statement of work, and the data use agreement) into a single contract document.

Please immediately review this contract and submit your executed copy to COS as soon as possible or no later than October 31, 2015 . If your organization cannot meet this deadline due to your approving body's meeting calendar and/or process, please respond to this email to advise of your return date.

Once signed, please return the contract by email and/or postal mail.

1. Via email . Once signed, please scan and email the contract copy to: Princess Lindsay, Princess.Lindsay@dshs.state.tx.us and copy DSHS COS Contract Administration, COSContractAdministration@dshs.state.tx.us .
2. Via postal mail . If you want a copy with signed originals, please send your signed copy to:
Texas Department of State Health Services

Contract Oversight and Support

Attn: Princess Lindsay

Mail Code: 1326

P.O. Box 149347
Austin, Texas 78714-9347

It takes approximately 1 – 2 weeks to have the contract fully executed by DSHS Executive Management. Once fully executed by the DSHS signature authority, we will return a copy to you via email and/or send a hard copy to you, per your request noted above.

If you have any questions, regarding the contractual agreement, please contact Princess Lindsay at 512-776-3713 or at the email indicated above.

Thank you for your prompt attention to this matter. Have a good day!

Princess Lindsay, CFE, CICA, CBM, CTCM

Texas Department of State Health Services

Contract Oversight and Support

1100 West 49 th Street, Austin, Texas 78756

(512) 776-3713

Princess.Lindsay@dshs.state.tx.us

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Zimbra **leticia.saenz@co.hidalgo.tx.us**

Fwd: Hidalgo County Remote Birth Access Contract

From : Priscilla Torres <priscilla.torres@co.hidalgo.tx.us> Fri, Oct 09, 2015 03:04 PM
Subject : Fwd: Hidalgo County Remote Birth Access Contract 1 attachment
To : Leticia H. Saenz <leticia.saenz@co.hidalgo.tx.us>

Good Afternoon Ms. Letty,

Attached, please find the new contract for the DSHS - for Remote Birth Certificates.

Please have legal review and place on the next available Comm. Court Meeting.
I would appreciate it if you could get two original contracts from this email, if to legals approval, routed for signatures.

Thank you,

Priscilla Torres
Administrative Assistant

Office of Arturo Guajardo, Jr.
Hidalgo County Clerk
100 N. Closner
Edinburg, TX 78539
956-318-2100, ext. 6192

----- Forwarded Message -----
From: "Princess Lindsay (DSHS)" <Princess.Lindsay@dshs.state.tx.us>
To: aguajardo@hidalgocountyclerk.us, "Priscilla Torres" <priscilla.torres@co.hidalgo.tx.us>
Cc: "Chris Guerrero (DSHS)" <Chris.Guerrero@dshs.state.tx.us>, "Josh Thomas (DSHS)" <Josh.Thomas@dshs.state.tx.us>
Sent: Friday, October 9, 2015 12:27:51 PM
Subject: Hidalgo County Remote Birth Access Contract

Dear Mr. Guajardo/Ms. Torres,

This year the Department of State Health Services (DSHS), Contract Oversight and Support (COS) division is processing and managing contracts on behalf of the DSHS Vital Statistic Unit (VSU). The current Remote Birth Access contract between the DSHS and Hidalgo County expired August 31, 2015. Attached, please find the contract renewal for the period September 1, 2015 to August 31, 2017 for your organization’s authorized signatory. This renewal incorporates contract attachments (signature page, statement of work, and the data use agreement) into a single contract document.

Please immediately review this contract and submit your executed copy to COS as soon as possible or no later than October 31, 2015 . If your organization cannot meet this deadline due to your approving body’s meeting calendar and/or process, please respond to this email to advise of your return date.

Once signed, please return the contract by email and/or postal mail.

1. Via email . Once signed, please scan and email the contract copy to: Princess Lindsay, Princess.Lindsay@dshs.state.tx.us and copy DSHS COS Contract Administration, COSContractAdministration@dshs.state.tx.us .
2. Via postal mail . If you want a copy with signed originals, please send your signed copy to: Texas Department of State Health Services

Contract Oversight and Support

Attn: Princess Lindsay

Mail Code: 1326

P.O. Box 149347
Austin, Texas 78714-9347

It takes approximately 1 – 2 weeks to have the contract fully executed by DSHS Executive Management. Once fully executed by the DSHS signature authority, we will return a copy to you via email and/or send a hard copy to you, per your request noted above.

If you have any questions, regarding the contractual agreement, please contact Princess Lindsay at 512-776-3713 or at the email indicated above.

Thank you for your prompt attention to this matter. Have a good day!

Princess Lindsay, CFE, CICA, CBM, CTCM

Texas Department of State Health Services

Contract Oversight and Support

1100 West 49 th Street, Austin, Texas 78756

(512) 776-3713

Princess.Lindsay@dshs.state.tx.us

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Hidalgo County Remote Birth Access Contract.pdf
270 KB

AI-51879 **Closed Session** **24. C.**

CC - REGULAR

Meeting Date: 10/27/2015

Submitted By: Monica Badillo, EXECUTIVE OFFICE

Department: EXECUTIVE OFFICE

Information

CAPTION

C-4792-15-B; Leticia Trevino-Garcia v Hidalgo County CSCD and Hidalgo County

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	10/21/2015 02:42 PM
Purchasing Department	Monica Badillo	10/23/2015 07:16 PM
Form Started By: Monica Badillo		Started On: 10/19/2015 03:14 PM
Final Approval Date: 10/23/2015		

AI-51968 **Closed Session** **24. D.**

CC - REGULAR

Meeting Date: 10/27/2015

Submitted By: Monica Badillo, EXECUTIVE OFFICE

Department: EXECUTIVE OFFICE

Information

CAPTION

EEOC Charge No. 451-2015-02811; Dora S. Maldonado v County

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	10/23/2015 01:13 PM
Purchasing Department	Monica Badillo	10/23/2015 07:16 PM
Form Started By: Monica Badillo		Started On: 10/23/2015 12:36 PM
Final Approval Date: 10/23/2015		

AI-51799 **Closed Session** **24. E.**

CC - REGULAR

Meeting Date: 10/27/2015

Submitted By: Monica Badillo, EXECUTIVE OFFICE

Department: EXECUTIVE OFFICE

Information

CAPTION

Claim(s) for Auto Loss with Jail Van on October 06, 2015:

1. Claim of Joel Casares and Debbie Casares
2. Claim of Bobby Casares
3. Claim of Fernando Reyna

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	10/15/2015 09:58 AM
Purchasing Department	Monica Badillo	10/23/2015 07:16 PM

Form Started By: Monica Badillo Started On: 10/14/2015 10:46 AM

Final Approval Date: 10/23/2015

AI-51805 **Closed Session** **24. F.**

CC - REGULAR

Meeting Date: 10/27/2015

Submitted For: Roy Quintanilha, SAFETY DIVISION

Submitted By: Aida Alvarez, SAFETY DIVISION

Department: SAFETY DIVISION

Information

CAPTION

Claim of Maria Davila

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	10/15/2015 09:59 AM
Purchasing Department	Monica Badillo	10/23/2015 07:16 PM
Form Started By: Aida Alvarez		Started On: 10/14/2015 11:29 AM
Final Approval Date: 10/23/2015		

AI-51807 **Closed Session** **24. G.**

CC - REGULAR

Meeting Date: 10/27/2015

Submitted For: Roy Quintanilha, SAFETY DIVISION

Submitted By: Aida Alvarez, SAFETY DIVISION

Department: SAFETY DIVISION

Information

CAPTION

Claim of Joanna Garzez

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	10/15/2015 09:59 AM
Purchasing Department	Monica Badillo	10/23/2015 07:16 PM
Form Started By: Aida Alvarez		Started On: 10/14/2015 11:32 AM
Final Approval Date: 10/23/2015		

AI-51831 **Closed Session** **24. H.**

CC - REGULAR

Meeting Date: 10/27/2015

Submitted For: Roy Quintanilha, SAFETY DIVISION

Submitted By: Aida Alvarez, SAFETY DIVISION

Department: SAFETY DIVISION

Information

CAPTION

Claim of Yessica Sanchez

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	10/15/2015 10:00 AM
Purchasing Department	Monica Badillo	10/23/2015 07:16 PM
Form Started By: Aida Alvarez		Started On: 10/15/2015 09:19 AM
Final Approval Date: 10/23/2015		

AI-51880 **Open Session** **26. C.**

CC - REGULAR

Meeting Date: 10/27/2015

Submitted By: Monica Badillo, EXECUTIVE OFFICE

Department: EXECUTIVE OFFICE

Information

CAPTION

C-4792-15-B; Leticia Trevino-Garcia v Hidalgo County CSCD and Hidalgo County

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	10/21/2015 02:42 PM
Purchasing Department	Monica Badillo	10/23/2015 07:16 PM
Form Started By: Monica Badillo		Started On: 10/19/2015 03:14 PM
Final Approval Date: 10/23/2015		

AI-51969 **Open Session** **26. D.**

CC - REGULAR

Meeting Date: 10/27/2015

Submitted By: Monica Badillo, EXECUTIVE OFFICE

Department: EXECUTIVE OFFICE

Information

CAPTION

EEOC Charge No. 451-2015-02811; Dora S. Maldonado v County

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	10/23/2015 01:13 PM
Purchasing Department	Monica Badillo	10/23/2015 07:16 PM
Form Started By: Monica Badillo		Started On: 10/23/2015 12:36 PM
Final Approval Date: 10/23/2015		

AI-51800 **Open Session** **26. E.**

CC - REGULAR

Meeting Date: 10/27/2015

Submitted By: Monica Badillo, EXECUTIVE OFFICE

Department: EXECUTIVE OFFICE

Information

CAPTION

Claim(s) for Auto Loss with Jail Van on October 06, 2015:

1. Claim of Joel Casares and Debbie Casares
2. Claim of Bobby Casares
3. Claim of Fernando Reyna

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	10/15/2015 09:58 AM
Purchasing Department	Monica Badillo	10/23/2015 07:16 PM

Form Started By: Monica Badillo Started On: 10/14/2015 10:46 AM

Final Approval Date: 10/23/2015

AI-51806 **Open Session** **26. F.**

CC - REGULAR

Meeting Date: 10/27/2015

Submitted For: Roy Quintanilha, SAFETY DIVISION

Submitted By: Aida Alvarez, SAFETY DIVISION

Department: SAFETY DIVISION

Information

CAPTION

Claim of Maria Davila

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	10/15/2015 09:59 AM
Purchasing Department	Monica Badillo	10/23/2015 07:16 PM
Form Started By: Aida Alvarez		Started On: 10/14/2015 11:30 AM
Final Approval Date: 10/23/2015		

AI-51808 **Open Session** **26. G.**

CC - REGULAR

Meeting Date: 10/27/2015

Submitted For: Roy Quintanilha, SAFETY DIVISION

Submitted By: Aida Alvarez, SAFETY DIVISION

Department: SAFETY DIVISION

Information

CAPTION

Claim of Joanna Garzez

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	10/15/2015 09:59 AM
Purchasing Department	Monica Badillo	10/23/2015 07:16 PM
Form Started By: Aida Alvarez		Started On: 10/14/2015 11:33 AM
Final Approval Date: 10/23/2015		

AI-51832 **Open Session** **26. H.**

CC - REGULAR

Meeting Date: 10/27/2015

Submitted For: Roy Quintanilha, SAFETY DIVISION

Submitted By: Aida Alvarez, SAFETY DIVISION

Department: SAFETY DIVISION

Information

CAPTION

Claim of Yessica Sanchez

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	10/15/2015 10:00 AM
Purchasing Department	Monica Badillo	10/23/2015 07:16 PM
Form Started By: Aida Alvarez		Started On: 10/15/2015 09:22 AM
Final Approval Date: 10/23/2015		