AGENDA
HIDALGO COUNTY
COMMISSIONERS COURT
MEETING
December 1, 2015
9:30 A.M.

NOTICE is hereby given in accordance with Chapter 551, Texas Government Code, that a SPECIAL MEETING of the Commissioners Court will be held 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-52365** Recognition of District Clerk Laura Hinojosa and staff on the 7th anniversary of the District Clerk's "Blues for Bucks" workplace fundraising campaign.

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

A. **AI-52298** District Attorney's Office:
Requesting approval for County Treasurer's Office to process payment for fuel reimbursement in the total amount of $31.50 for employee Dale R. Booth, Jr. after auditing procedures are completed by County Auditor.

8. **Constables:**

A. **AI-52373** Constable Pct. #1:
Discussion, consideration, and approval of appointment of the Reserve Deputy Constables by Constable Celestino Avila Jr., as per Texas Local Government Code Section 86.012: Ernesto Sanchez

B. **AI-52324** Constable Pct. 1 - Operation Stonegarden (1284):
Approval to appropriate the budget for the Constable Precinct 1 portion of the FY2014 Operation Stonegarden Grant Phase II in the total amount of $22,463.63.

C. **AI-52299** Constable Pct. 2 - Operation Stonegarden (1284):
Approval to appropriate the budget for the Constable Precinct No. 2 portion of the FY2014 Operation Stonegarden Grant Phase II in the total amount of $52,500.00.

D. **AI-52428** Constable Pct. 2:
Discussion, consideration and approval to appoint David Martinez as Reserve Deputy Constable by Constable, Martin Cantu, Constable Pct. 2 in accordance with Texas Local Government Code Section 86.012.

E. **AI-52438** Constable Pct. #3 – FY2015 Homeland Security Grant Program
1. Authorization and approval to apply for the FY2016 Homeland Security Grant Program through the Regional Homeland Security & Criminal Justice - Lower Rio Grande Valley Development Council.
2. Authorization for the County Judge, as authorized official, to sign required documents.

F. **AI-52431** Constable Precinct No. 4:
Discussion, consideration, and approval to appoint Norberto Guerra as a Deputy Constable by Constable A. "J.R." Gaitan, Constable Precinct 4 in accordance with Texas Local Government Code Section 86.011.

G. **AI-52340** Constable Pct. 4 - Operation Stonegarden (1284):
Approval to appropriate the budget for the Constable Precinct No. 4 portion of the FY2014 Operation Stonegarden Grant Phase II in the total amount of $54,500.00.

9. **Executive Office:**

A. **AI-52443** Discussion, consideration, and appointment of Hidalgo County representative to the Hidalgo County Metropolitan Planning Organization Transportation Policy Committee.

B. **AI-52321** Civil Service (1100):
Approval to process payment of the following invoice in accordance with Accounting Procedures Manual (Food Policy) with authority for County Treasurer to issue check after review and auditing procedures are completed by County Auditor:

Vendor	Invoice Date	PO#	Amount	Purpose/Event
Subway #6216	10/22/15	724265	$ 52.50	Civil Service Commission Meeting 10/22/15 (due to 2 hr. limit non-compliance)

C. **AI-51462** Discussion, consideration, and action regarding written Resolution and ballot selection of Appraisal District Board of Directors for 2016-2017.

D. **AI-52429** Requesting approval of payment of attorney vouchers (not submitted within 3 months of disposition as per Local Rules of Administration adopted under TLGC 74.093) from attorney J. Roel Garcia in connection with legal representation of indigent defendants with authority for County Treasurer to issue payment after review and auditing procedures are completed by County Auditor:

Invoice Date	Disposition Date	Court #	Totaling
3/17/14	4/19/11	County Court #1	$ 300.00
3/20/14	10/14/10	County Court #2	$ 250.00
3/2/11 & 6/21/11	3/17/14	County Court #4	$ 550.00
Various (3 invoices)	3/14/14	County Court #5	$ 700.00
Various (6 invoices)	3/21/14 & 3/24/14	County Court #6	$1,450.00
		GRAND TOTAL FOR 13 INVOICES	**$3,250.00**

E. **AI-52341** Discussion and possible action to authorize Valde Guerra, County Executive Officer, to sign certification of Tabulation of Utility Adjustments (SUP) for FM 681 ROW CSJ: 0669-01-051/0862-01-046

10. **Public Defenders Office:**

A. **AI-52447** Discussion and approval of letter to the Texas Indigent Defense Commission in support of Hidalgo County's participation in the Regional Public Defender Office for Capital Cases.

11. **Human Resources:**

A. **AI-52400** Community Service Agency:
1. Discussion, consideration, and approval to reclassify one (1) regular full-time position as follows:

Slot#	Position Title	Current Budgeted Salary	Proposed Position Title	Proposed Budgeted Salary
0009	IT Security Engineer	$34,320.00	Information Technology Manager	$49,000.00

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

B. **AI-52237** Tax Office (1100):
1. Requesting waiver of the Budget Amendment Policy - Personnel - Related Amendments.
2. Discussion, consideration and approval of the following personnel actions effective, 12/1/2015:

Action	Slot#	Dept/ Program	Position Title	Actual/ Proposed Budgeted Salary
Delete	0074	140-001	Deputy Clerk I	$27,835.00
Create	0184	140-001	Accounting Clerk I	$27,835.00

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

C. **AI-52234** Sheriff's Office / Jail (1100) / Jail Commissary (2102) :
1. Requesting waiver of the Budget Amendment Policy - Personnel - Related Amendments.
2. Discussion, consideration, and approval of the following personnel actions, effective next pay period of 12/1/2015:

Action	Dept/ Program	Slot No.	Position Title	Current Salary / Allowance	Proposed Position Title	Proposed Salary / Allowance	Net Change

Add Clothing Allowance	280-001	0396	Sergeant Step I	$0.00	Sergeant Step I	$500.00	$500.00
Delete Clothing Allowance	280-001	0040	Sergeant Step III	$500.00	Sergeant Step III	$0.00	$500.00
Reclassification	280-002	0002	RN IV	$60,655.00	RN V	$73,135.00	$12,480.00
Salary Adjustment (Decrease)	280-002	0177	Detention Officer	$38,251.00	Detention Officer	$31,364.00	($6,887.00)
Salary Adjustment (Decrease)	280-002	0281	Sr. Detention Officer Step III	$36,957.00	Detention Officer Step I	$31,364.00	($5,593.00)
Regrade	280-015	0011	Commissary Supervisor	$30,342.00 (Step 7)	Commissary Supervisor	$35,391.00 (Step 9)	$5,049.00

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

D. **AI-52233** Constable Pct. #2 (1100):
1. Requesting waiver of the Budget Amendment Policy – Personnel Related Amendments.
2. Approval to create one (1) regular full-time Sergeant Step I position, slot no. 0015, budgeted salary $ 47,359.00.
3. Approval to waive posting, hiring and enrollment procedures and promote employee no. 088226 to the Sergeant Step I grade, slot no. 0015, as per the Constables' Grade and Step Pay Plan.
4. Approval to delete one (1) regular full –time Deputy Constable Step II position, slot no. 0005, budgeted salary $40,510.00.
5. Approval of interdepartmental transfer.
6. Approval to revise the salary schedule in accordance with Commissioner's Court action.

E. **AI-52394** Pct 2 Road Maintenance (1200):
1. Approval, discussion and consideration to create one (1) regular full-time position as follows effective 12/1/2015:

Dept/ Program	Slot#	Position Title	Budgeted Salary
122-006	0098	Mechanic III	$40,000.00

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

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

A. **Health Care Funding District:**

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

B. 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. Fire Marshal's Office:

A. AI-52405 Discussion and approval of the following 2016 Rural Emergency Services Interlocal Agreement(s) with:
1.) City of Alamo
2.) City of Alton
3.) City of Donna
4.) City of Edcouch
5.) City of Edinburg
6.) City of Elsa
7.) City of Hidalgo
8.) City of La Joya
9.) City of La Villa
10.) City of Linn-San Manuel
11.) City of McAllen
12.) City of Mercedes
13.) City of Mission
14.) City of Monte Alto
15.) City of Palmview
16.) City of Pharr
17.) City of San Juan
18.) City of Sullivan
19.) City of Weslaco

14. Urban County:

A. AI-52388 Urban County Program on behalf of the City of Progreso is requesting consideration and action to award and enter into a construction contract with GNH Company, LLC for a Street Improvements project in the amount of $505,173.50. Utilizing UCP – City of Progreso Street Improvement funds FYs' 26, 27 & 28 (2013, 2014 & 2015).

B. **AI-52426** 1. Requesting exemption from competitive bidding requirements under the Texas Local Government Code 262.024 (a)(4) for construction material testing services.

2. Presentation of the scoring grid for the purpose of ranking by Commissioner's Court of at least three (3) construction material testing firms from the county's approved "pool" as graded and evaluated by the City of Progreso, Urban County Program, and Hidalgo County Purchasing Department, in connection with and funded through Hidalgo County Urban County Program Years 26, 27 & 28 (2013, 2014 & 2015) City of Progreso – Street Improvements funds.

Professional Service Firm	**Grade**	**Ranked**
Raba Kistner Consultants	94%	
Terracon	88.33%	
Millennium Engineers Group	87.33%	

3. Authority to negotiate a construction material testing service contract with the highest ranked firm _____ for a Urban County Program Years 26, 27 & 28 (2013, 2014 & 2015) City of Progreso – Street Improvements project.

C. **AI-52427** Urban County Program on behalf of Precinct No.4 is requesting consideration and action to award and enter into a construction contract with OG Construction (lowest bidder meeting all specifications and/or requirements) for the Texas General Land Office Round 2.2(GLO Contract No. 12-589-000-6887) in the amount of $1,621,209.00. The project consists of flood and drainage improvements within Precinct No. 4, Hidalgo County, Texas

D. **AI-52422** Requesting authorization to amend the Subrecipient agreement with the Boys & Girls Club of Mission Inc., under the Community Development Block Grant (CDBG) Program for PY 2015.

E. **AI-52295** Urban County Program on behalf of the City of Mercedes is requesting authority to purchase fire station equipment (hoses) for the Mercedes Fire Department. Purchase will be made from Casco Industries, Inc. (contract # 432-13) an approved vendor through Hidalgo County's membership and participation with Buyboard. The total amount of purchase is $10,485.00 (quote attached) funded thru UCP FY 28 (2015) Mercedes – Fire Station/Equipment line item and city funds.

15. Elections Administration:

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

16. Head Start Program:

A. **AI-52255** Presentation for Discussion, Consideration and Approval to Enter into a Memorandum of Understanding (MOU) Between Hidalgo County Head Start Program and Edcouch-Elsa Independent School District

B. **AI-52254** Discussion/Approval on Request to Purchase Instructional Materials, Classroom/Teaching Supplies (Contract #487-15) Through the Hidalgo Hidalgo County's Membership/Participation with the Texas Association Of School Boards (TASB) Buyboard's Multiple Awarded Vendors for the Term of the TASB Contract Expiring on 10.31.18
1. Barnes & Noble Booksellers, Inc.
2. Discount School Supply
3. Gateway Printing & Office Supply, Inc.
4. Hatch, Inc.
5. Kaplan Early Learning Materials
6. Lakeshore Learning Materials
7. National Educational Systems, Inc.
8. Positive Promotions
9. School Specialty, Inc.

C. **AI-52253** Discussion/Approval on Request to Purchase Tires, Tubes, and Automotive Parts, Supplies and Equipment (Contract #470-14) Through the Hidalgo County's Membership/Participation with the Texas Association of School Board (TASB) Buyboard's Multiple Awarded Vendors for the Term of the TASB Contract Expiring on 11.30.17
1. Bill Bunton Auto Supply and Machine, Inc.
2. Burton Companies
3. Goodyear Commercial Tire & Service Center
4. Napa Auto Parts (McAllen)
5. O'Reilly Auto Parts

D. **AI-52251** Discussion/Approval on Request to Purchase Office Supplies & Equipment (Contract #496-15)through the Hidalgo County's Membership/Participation with the Texas Association of School Board (TASB) Buyboard's Multiple Awarded Vendors for the Term of the TASB Contract Expiring on 10.31.18
1. Gateway Printing & Office Supply, Inc.
2. Gulf Coast Paper Company
3. School Specialty, Inc.

4. Staples Contract and Commercial, Inc.

E. **AI-52250** Discussion/Approval to Revise the Hidalgo County Head Start Program Area Distribution 2015-2016

17. **Planning Department:**

A. **AI-52320** 1. Preliminary Approval
a. Huisache Acres No. 12 Subdivision – Pct. 4 (Rick D. Harbison) (Val Verde [FM 1423] Road & Canton Road)
b. Jardin Del Sur Subdivision – Pct. 1 (Darrell Williams) (Minnesota Road & Val Verde [FM 1423] Road)

2. Final Approval
a. San Joaquin Ph. 3 Subdivision - Pct. 1 (Tillmin Welch) (Val Verde [FM 1423] Road& Minnesota Road)

3. Final Approval with Financial Guarantee
a. California Apartments Subdivision – Pct. 3 (Francisco J. Alanis) (Mile 5 North Road & Minnesota Road)

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

A. **AI-52362** Pct 3-Veterans Blvd SH495 (1200):
1. Approval of certification of revenues as certified by the County Auditor for revenues received from the City of Palmview for the road improvements to Veterans Blvd (SH495).
2. Approval of 2015 appropriation of funds into Pct 3 Veterans Blvd (SH495) in the amount of $461,570.00.

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

A. **AI-52384** Pct# 4 - Emergency SRV Linn SM (1100):
Approval of interfund transfer from Pct. 4 Rd. Maint (1200) to Emergency SRV Linn (1100) in the amount of $17,084.58.

20. **Budget & Management:**

A. **AI-52445** Discussion, consideration and approval of TCDRS plan provisions for Plan Year 2016.

B. **AI-52444** 1. Discussion, consideration, and authorization to apply for the FY2016-2017 Regional Solid Waste Grant.
2. Approval of a Resolution in support of the Regional Solid Waste Grant.

C. **Interfund transfers:**

1. **AI-52433** Various TXDOT Pct. 4 Projects (1315):
Approval of 2015 interfund transfer from CO2015A-Pct 4 (1347) to TxDOT-Pct 4 (1315) in the amount of $1,202,000.00 to fund expenditures related to 10th Street(SH107-FM1925) and Ware Road(M3N-M5N) Projects.

2. **AI-52338** Juvenile Boot Camp (1295):
Approval of interfund transfer from Co. Wide Adm.-Contingency (fund 1100) to Juvenile Boot Camp Transfers In (fund 1295) in the amount of $330,000.00.

21. **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. **Pct. 1**

1. **AI-52409** A. Requesting exemption from competitive bidding requirements under the Texas Local Government Code, Section 262.024 (A) (4) a professional engineering services.

B. Presentation of scoring grid (for the purpose of ranking by CC) of the firms graded and evaluated through the County's approved "pool" of professional services for Pct No.1 Mile 4 W (10N-12N) Mile 12N (FM 1015-2W).

	Sames, Inc	Javier Hinojosa Engineering	Rio Delta Engineering

Score	98	93	88
Ranking			

C. Authority for the Purchasing Department to negotiate a professional contract with the No. 1 ranked firm _____for professional architect services for Pct No. 1 Mile 4 W (10N-12N) Mile 12N (FM 1015-2W).

B. Pct. 2

1. AI-52441 Approval to terminate the following contracts with R. Gutierrez Engineering Corporation:

Contract No.	**Approval Date:**
C-05-229-06-21	June 21, 2005
C-07-358-09-04	September 4, 2007
C-12-314-01-29	January 29, 2012
C-03-167-06-03	June 3, 2003
C-14-085-04-08	April 8, 2014

2. AI-52432 a. Requesting exemption from competitive bidding requirements under the Texas Local Government Code, Section 262.024 (A) (4) a professional service;

b. Presentation of scoring grid (for the purpose of ranking by CC) of the firms graded and evaluated through the County's approved "pool" of professional engineering services for "Plena Vista Subdivision" for Pct 2.

Total Scores	Cruz-Hogan Consultants, Inc.	South Texas Infrastructure Group, LLC	Quintanilla, Headley & Assoc.
Evaluator 1	96	94	92
RANKING			

c. Authority for the Purchasing Department to negotiate a professional services agreement with the No. 1 ranked firm of _____ for professional engineering services for "Plena Vista Subdivision" for Pct 2.

3. AI-52375 A. Acceptance and approval of Work Authorization No. 4 (with an estimated cost of $230,275.08) as submitted by project engineer L&G Consulting Engineers for engineering services for Pct 2 Nolana Loop Project located within Hidalgo County Precinct 2 through Contract No. C-15-097-03-17.
B. Pursuant to contract with L&G Engineering, (Article 12) C-15-097-03-17, a request for approval by engineer to permit the subcontracting of AmaTerra Environmental, Inc. for the Nolana Loop Project.

4. AI-52371 Requesting approval of Supplemental Agreement No. 9 with R. Gutierrez Engineering Corporation, Contract C-07-358-09-04 resulting in an estimated cost increase of $15,664.00 for services under Work Authorization No. 12 for the Pct 2 South Fork Drainage Project.

C. Pct. 3

1. AI-52359 a. Requesting exemption from competitive bidding requirements under the Texas Local Government Code, Section 262.024 (A) (4) a professional services;
b. Presentation of scoring grid (for the purpose of ranking by CC) of the firms graded & evaluated through the County's approved "pool" in connection with geo-technical and construction material testing services required for Precinct No. 3 Projects (on an as needed basis).

TOTAL SCORES	L&G Engineering	Millennium Engineers Group	Earthco, LLC
Evaluator 1	99	92	75
Ranking			

c. Authority for the Purchasing Department to negotiate a professional engineering services agreement with No. 1 ranked firm of _____for geo-technical and construction material testing services (on call as needed basis) Pct. 3.

2. AI-52406 a. Requesting exemption from competitive bidding requirements under the Texas Local Government Code, Section 262.024 (A) (4) a professional service;

b. Presentation of scoring grid (for the purpose of ranking by CC) of the firms graded and evaluated through the County's approved "pool" of professional engineering services for "South Detention Basin" for Pct 3.

Total Scores	Sames, Inc.	LeFevre Engineering	L&G Engineering
Evaluator 1	91	87	99

RANKING			

c. Authority for the Purchasing Department to negotiate a professional service agreement with the No. 1 ranked firm of _____ for professional engineering services for "South Detention Basin," for Pct. 3.

3. AI-52358 a. Requesting exemption from competitive bidding requirements under the Texas Local Government Code, Section 262.024 (A) (4) a professional service;

b. Presentation of scoring grid (for the purpose of ranking by CC) of the firms graded and evaluated through the County's approved "pool" of professional engineering services for "FM 676 Project" for Pct 3.

Total Scores	L&G Engineering	B2Z Engineering	South Texas Infrastructure Group, LLC
Evaluator 1	99	91	94
RANKING			

c. Authority for the Purchasing Department to negotiate a professional service agreement with the No. 1 ranked firm of _____ for professional engineering services for "FM 676 Projects," for Pct. 3.

D. IT Department:

1. AI-52326 Mr. Renan Ramirez, CIO, HC-IT Dept., is requesting exemption from HCCC approved Orders for both Major and Minor Purchase Deadlines [as attached herein] so as to permit the processing of requisitions [as attached herein with all supporting documentation] with vendor assurances in writing of delivery prior to 12-31-15.

E. Health & Human Services Dept.

1. AI-52418 Approval for Co. Judge to execute Service Agreement requested by Health and Human Services through Mike Escaname, for CC to approve/replace (8-Cubic Yard) trash bin/container with Lid Locks to current account with the City of McAllen, for the Health and Human Service Clinic located at 300 E. Hackberry St., McAllen, Texas 78501.

F. Budget & Management

1. **AI-52190** Approval for HC to exercise the second (2nd) (of two (2) possible) one (1) year extensions as provided in RFP No. 2013-155-11-20-YSI Excess Workers Compensation Insurance with acceptance and approval of Premiums & Fee Schedule as submitted by and through Montalvo Insurance Agency as 2016 Coverage in the total amount of $194,640.00 effective January 01, 2016 through January 01, 2017 with authority for County Treasurer to issue payment(s)/check(s) after review, audit and processing procedures completed by County Auditor with the authority for Valde Guerra, HCCC's Executive Officer to sign any applicable documentation.

G. Colonia Access Program Pct. 1

1. **AI-52327** Presentation for discussion, consideration, and action on a recommendation by project engineer Hidalgo County Planning Department, to award to lowest bidder meeting all specifications: 2GS, LLC in the amount of $197,079.50 for Bid No. CAP-15-332-10-14-YSS "Road Construction for Tijerina Subdivision".

H. Sheriff's Office

1. **AI-52395** Acceptance and approval of "Certificate of Substantial Completion" from contractor, Central Air and Heating Service, Inc., reflecting the date of November 10, 2015 for the "Adult Detention Center and Law Enforcement Facility Roof &/or Air Condition Repairs &/or Replacement" as submitted and certified by project engineer, Chanin Engineering.

22. Closed Session:

Commissioners' Court may go into Closed Session pursuant to Chapter 551, Texas Government Code, Sections 551.071, 551.072 & 551.087 to discuss the following:

A. Real Estate Acquisition

B. Pending and/or potential litigation

C. AI-52415 Deliberation regarding the following: Economic Development Negotiations pursuant to Chapter 551, Texas Government Code, Section 551.087: Project Hub

D. **AI-52416** Deliberation regarding the following: Economic Development Negotiations pursuant to Chapter 551, Texas Government Code, Section 551.087: Project Palms

E. **AI-52434** Deliberation regarding the following: Economic Development Negotiations pursuant to Chapter 551, Texas Government Code, Section 551.087: Project Blue Bird

F. **AI-52330** Claim of Patricia Sanchez

G. **AI-52333** Claim of Verizon

H. **AI-52363** Claim of Debbie Casares

I. **AI-52347** Civil Action No. 7:14-CV-00201; Nita L. Labude, ind. and as personal rep. of the Estate of Paul William Labude (decendant) v. County of Hidalgo, et al

J. **AI-52377** Civil Action No. 7:14-CV-00438; David Carrizales and Rogelia Stabolito v. Guadalupe "Lupe" Trevino, Sheriff, et al

K. **AI-52345** Yesenia Garza v. Russell Doaks Suits Jr. and Hidalgo County Sheriff's Department

23. 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

24. **Open Session:**

A. Real Estate Acquisition and appropriation for same

B. Pending and/or potential litigation

C. **AI-52412** Deliberation regarding the following: Economic Development Negotiations pursuant to Chapter 551, Texas Government Code, Section 551.087: Project Hub

D. **AI-52417** Deliberation regarding the following: Economic Development Negotiations pursuant to Chapter 551, Texas Government Code, Section 551.087: Project Palms

E. **AI-52435** Deliberation regarding the following: Economic Development Negotiations pursuant to Chapter 551, Texas Government Code, Section 551.087: Project Blue Bird

F. **AI-52331** Claim of Patricia Sanchez

G. **AI-52334** Claim of Verizon

H. **AI-52364** Claim of Debbie Casares

I. **AI-52348** Civil Action No. 7:14-CV-00201; Nita L. Labude, ind. and as personal rep. of the Estate of Paul William Labude (decendant) v. County of Hidalgo, et al

J. **AI-52378** Civil Action No. 7:14-CV-00438; David Carrizales and Rogelia Stabolito v. Guadalupe "Lupe" Trevino, Sheriff, et al

K. **AI-52346** Yesenia Garza v. Russell Doaks Suits Jr. and Hidalgo County Sheriff's Department

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

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

27. **Adjourn**

AI-52365 **County Judge's Office** **6. A.**

CC - REGULAR

Meeting Date: 12/01/2015

Submitted By: Monica Badillo, EXECUTIVE OFFICE

Department: EXECUTIVE OFFICE

Information

CAPTION

Recognition of District Clerk Laura Hinojosa and staff on the 7th anniversary of the District Clerk's "Blues for Bucks" workplace fundraising campaign.

BACKGROUND

Fiscal Impact

Attachments

certificate

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	11/23/2015 09:35 AM
Purchasing Department	Monica Badillo	11/25/2015 03:08 PM

Form Started By: Monica Badillo Started On: 11/23/2015 09:20 AM

Final Approval Date: 11/25/2015

The County of Hidalgo

Presents this

Certificate of Recognition

to

District Clerk Laura Hinojosa & Staff

for

Your outstanding contribution for the past 7 years to the
Blues for Bucks Workplace Fundraising Campaign

Presented on December 1, 2015

AI-52298 **District Attorney** **7. A.**

CC - REGULAR

Meeting Date: 12/01/2015

Submitted For: Rosie Cantu, DISTRICT ATTORNEY

Submitted By: Obdett Calzada, DISTRICT ATTORNEY

Department: DISTRICT ATTORNEY

Information

CAPTION

District Attorney's Office:
Requesting approval for County Treasurer's Office to process payment for fuel reimbursement in the total amount of $31.50 for employee Dale R. Booth, Jr. after auditing procedures are completed by County Auditor.

BACKGROUND

Mr. Booth traveled to Mason, Tx. to assist the 452nd DA's Office on August 30, 2015 - September 1, 2015. Employee had to pay for fuel because the County fuel card assigned to his vehicle had expired August 31, 2015.

Fiscal Impact

FISCAL YEAR: 2016 ACCT. #: 5-1281-412-00-080-012-6-626

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

BUDGETARY IMPACT:

funds available as of 11-24-15. Requisition will be entered in ALIO by user department after CC approval.

Attachments

Affidavit
Fuel Receipts

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	11/18/2015 09:50 AM
Ivan Cantu	Ivan Cantu	11/24/2015 09:24 AM
Auditor's Office	Monica Badillo	11/25/2015 03:08 PM
Form Started By: Obdett Calzada		Started On: 11/16/2015 10:45 AM
Final Approval Date: 11/25/2015		

PURCHASE AFFIDAVIT

I, Dale R. Booth, Jr. do hereby state that the item(s) listed on the fuel receipt(s) named below were purchased for the exclusive use of Hidalgo County:

Name of Company	Date	Amount
Stripes	**9/1/2015**	**$13.50**
Love's	**9/2/2015**	**$18.00**

I therefore request reimbursement of these fuel receipts from Hidalgo County and that payment be made payable to me

Signature: D. Randolph Booth, Jr.
Dale R. Booth, Jr., Assistant District Attorney

Sworn to and subscribed before me this 24th day of November, 2015

(SEAL)

NOTARY PUBLIC STATE OF TEXAS
ZUJEY GAMINO
NOTARY PUBLIC
STATE OF TEXAS
MY COMM. EXP. 2/11/16

Notary Public in and for the State of Texas

STRIPES #239
MASON TX
325-347-5133
FE48274895001
Stripes #239

odometer 204,238
paid cash

Description	Qty	Amount
UNLD CA #02	5.626G	13.50
SELF @ 2.399/ G		
Subtotal		13.50
Tax		0.00
TOTAL		**13.50**
CASH	$	20.00
Change	$	-6.50

THANKS COME AGAIN
Diesel Fuel Contains
Up To 5% Biodiesel Or
Renewable State Diesel
Tax $ 0.19 Per Gallon
ST# 0239 TILL XXXX DR# 1 TRAN# 1029845
CSH: 4 09/01/15 18:21:55

Odometer 204,515
paid cash

Love's

STORE #327
1451 North Highway 77
Kingsville, TX 78363
Phone: (361) 592-7210

09/02/2015 Tkt #4973492

Type: SALE (ORIGINAL)

Qty Name	Price	Total
UNL-REGULAR		18.00
Pump:	10	
Gallons:	8.186	
Price / Gal:	2.199	
Subtotal		18.00
Sales Tax		0.00
Total		18.00
Received:		
Cash		20.00
Change Cash		-2.00

Diesel contains up to 15% biodiesel
with $.17 per gallon state tax
included.
Reg:4 Clerk:Kristin

AI-52373 **Constables** **8. A.**

CC - REGULAR

Meeting Date: 12/01/2015

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

Submitted By: Joe Espinoza, CONSTABLE PCT. #1

Department: CONSTABLE PCT. #1

Information

CAPTION

Constable Pct. #1:
Discussion, consideration, and approval of appointment of the Reserve Deputy Constables by Constable Celestino Avila Jr., as per Texas Local Government Code Section 86.012: Ernesto Sanchez

BACKGROUND

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

Fiscal Impact

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

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

BUDGETARY IMPACT:

Reserve Deputy Constables do not get paid from County funds; no fiscal impact to County.

Attachments

LGC 86.012

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	11/23/2015 11:10 AM
Purchasing Department	Monica Badillo	11/25/2015 03:08 PM
Form Started By: Joe Espinoza		Started On: 11/23/2015 10:40 AM
Final Approval Date: 11/25/2015		

LOCAL GOVERNMENT CODE

TITLE 3. ORGANIZATION OF COUNTY GOVERNMENT

SUBTITLE B. COMMISSIONERS COURT AND COUNTY OFFICERS

CHAPTER 86. CONSTABLE

SUBCHAPTER A. GENERAL PROVISIONS

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

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

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

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

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

(d) A person who is elected or appointed to the office of constable and who has given the necessary bond and taken the oath of

office may immediately perform the duties of the office. The acts of the constable are as valid in law as if the constable were commissioned.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

SUBCHAPTER B. DEPUTIES

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

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

(c) The constable is responsible for the official acts of each

deputy of the constable. The constable may require a deputy to post a bond or security. A constable may exercise any remedy against a deputy or the deputy's surety that a person may exercise against the constable or the constable's surety.

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

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

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

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

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

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

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

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

benefit of full-time paid peace officers; or

(2) exempt from Chapter 1702, Occupations Code.

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

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

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

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

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

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

SUBCHAPTER C. POWERS AND DUTIES

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

be executed by a constable.

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

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

(d) Regardless of the Texas Rules of Civil Procedure, all civil process may be served by a constable in the constable's county or in a county contiguous to the constable's county, except that a constable who is a party to or interested in the outcome of a suit may not serve any process related to the suit. All civil process served by a constable at any time or place is presumed to be served in the constable's official capacity if under the law the constable may serve that process in the constable's official capacity. A constable may not under any circumstances retain a fee paid for serving civil process in the constable's official capacity other than the constable's regular salary or compensation. Any fee paid to a constable for serving civil process in the constable's official capacity shall be deposited with the county treasurer of the constable's county.

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

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

Acts 2009, 81st Leg., R.S., Ch. 846 (S.B. 2197), Sec. 1, eff. September 1, 2009.

Sec. 86.023. COLLECTION LIABILITY. If, for collection, a constable receives a bond, bill, note, or account from any person and the constable gives a receipt in an official capacity for the instrument or account, the constable and the constable's sureties are

liable under the constable's bond for the amount collected if the constable fails to pay the amount on demand to the person for whom the constable made the collection.

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

Sec. 86.024. FAILURE TO EXECUTE PROCESS. (a) If a constable fails or refuses to execute and return according to law a process, warrant, or precept that is lawfully directed and delivered to the constable, the constable shall be fined for contempt before the court that issued the process, warrant, or precept on the motion of the person injured by the failure or refusal. This section does not apply to actions brought under or that could have been brought under Chapter 34, Civil Practice and Remedies Code.

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

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

Acts 2007, 80th Leg., R.S., Ch. 421 (S.B. 1269), Sec. 6, eff. September 1, 2007.

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

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

AI-52324 **Constables** **8. B.**

CC - REGULAR

Meeting Date: 12/01/2015

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

Submitted By: Joe Espinoza, CONSTABLE PCT. #1

Department: CONSTABLE PCT. #1

Information

CAPTION

Constable Pct. 1 - Operation Stonegarden (1284):
Approval to appropriate the budget for the Constable Precinct 1 portion of the FY2014 Operation Stonegarden Grant Phase II in the total amount of $22,463.63.

BACKGROUND

SAA AWARD NO. 14-SR-48215-01
Federal Grant Award No. EMW-2014-SS-00029
Grant Period: 09/1/2014 to 02/28/2016

Fiscal Impact

FISCAL YEAR: See Below **ACCT. #:** 5-1284-421-00-291-047-7-XXX

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

BUDGETARY IMPACT:

Grant Fiscal Year: 2014
County Calendar Year: 2015
Account Fiscal Year: 2017

Grant Period: September 1, 2014 to February 28, 2016

Grant Award Number:
SAA Award Number:14-SR-48215-01
Federal Grant Award Number: EMW-2014-SS-00029

Revenue Account Number: 5-1284-331-12-291-047-7-000

Attachments

APPROPRIATION

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	11/18/2015 03:46 PM
Purchasing Department	Monica Badillo	11/25/2015 03:08 PM
Form Started By: Joe Espinoza		Started On: 11/18/2015 01:21 PM

Final Approval Date: 11/25/2015

DATE: November 25, 2015

2015
Appropriation

DEPARTMENT HEAD: Constable Celestino Avila Jr.

DEPARTMENT NAME: Constable Pct. 1 (291)

ACCOUNT NUMBER: 5-1284-421-00-291-047-7-XXX

Contact Person: Joe F. Espinosa **Ph#:** 956-447-3775

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
5-1284-421-00-291-047-7-131	CONST PCT1 OPSG-OVERTIME PAY	15,184.53
5-1284-421-00-291-047-7-220	CONST PCT1 OPSG-FICA	1,161.62
5-1284-421-00-291-047-7-230	CONST PCT1 OPSG-RETIREMENT	1,614.12
5-1284-421-00-291-047-7-250	CONST PCT1 OPSG-UNEMPLOYMENT COMP	91.10
5-1284-421-00-291-047-7-260	CONST PCT1 OPSG-WORKERS COMP	473.75
5-1284-421-00-291-047-7-581	CONST PCT1 OPSG-TRAVEL IN COUNTY	3,938.52
5-1284-331-12-291-047-7-000	CONST PCT1 OPSG-REVENUES	22,463.64
	TOTAL BUDGET INCREASE (DECREASE)	**22,463.64**

REASON:

To appropriate the budget for the FY 2014 Operation Stonegarden Grant Phase 2 for Constable Pct 1. The grant was awarded by the Department of Homeland Security, Federal Emergency Manangement Agency (FEMA)
Federal Grant Award #EMW-2014-SS-00029; SSA Award 14-SR48215-01; Grant period is from 09/01/14 to 02/28/16

Note: Expenses relating to health and life insurance that are assigned to the overtime hours are to be charged to the Constable Pct.1 general fund budget (5-1100-421-00-291-001-0-XXX)

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

__/__/__
DATE

ATTEST COUNTY CLERK

AI-52299 **Constables** **8. C.**

CC - REGULAR

Meeting Date: 12/01/2015

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

Department: CONSTABLE PCT. #2

Information

CAPTION

Constable Pct. 2 - Operation Stonegarden (1284):
Approval to appropriate the budget for the Constable Precinct No. 2 portion of the FY2014 Operation Stonegarden Grant Phase II in the total amount of $52,500.00.

BACKGROUND

SAA AWARD NO: 14-SR-48215-01
FEDERAL GRANT AWARD NO: EMW-2014-SS-00029
GRANT PERIOD: 09-01-14 TO 02-28-16

Fiscal Impact

FISCAL YEAR: See Below **ACCT. #:** 5-1284-421-00-292-047-7-XXX

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

BUDGETARY IMPACT:

Grant Fiscal Year: 2014
County Calendar Year: 2015
Account Fiscal Year: 2017

Grant Period: September 1, 2014 to February 28,2016

Grant Award number:
SAA Award Number: 14-SR-48215-01
Federal Grant Award Number: EMW-2014-SS-00029

Revenue Account Number:5-1284-331-12-292-047-7-000

Attachments

OPSG Phase II Appropriation

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	11/18/2015 09:44 AM

Purchasing Department	Monica Badillo	11/25/2015 03:08 PM
Form Started By: Roxanne De La Cruz		Started On: 11/16/2015 11:06 AM
Final Approval Date: 11/25/2015		

OPERATION STONEGARDEN 2014
CONSTABLE PRECINCT 2

	ORIGINAL BUDGET		1ST	2ND	TOTAL PHASES
Overtime	82,044.16		41,022.08	41,022.08	82,044.16
Fringe Benefits	18,049.70		9,024.85	9,024.85	18,049.70
Vehicle Maintenance					
Equipment Maintenance					
Equipment					
One 2015 Chevrolet Tahoe					
Fully equipped	*45,000.00*		45,000.00		
One Used Chevrolet Tahoe	*10,000.00*		10,000.00		
(2007 to 2011 DPS Unit)					
One APX radio	*7,000.00*		7,000.00		
One Panasonic Toughbook	*3,000.00*		3,000.00		
Mileage	4,906.14		2,453.07	2,453.07	4,906.14
Other					
Travel					
TOTALS	**170,000.00**		**117,500.00**	**52,500.00**	170,000.00
FRINGE BENEFITS BREAKDOWN:					
FICA - 7.65%	6,276.38		3,138.19	3,138.19	6,276.38
Retirement - 10.63%	8,721.28		4,360.64	4,360.64	8,721.28
Unemployment Comp. - 0.60%	492.26		246.13	246.13	492.26
Workers' Comp. - 3.12%	2,559.78		1,279.89	1,279.89	2,559.78
TOTAL FRINGE BENEFITS	**18,049.70**		**9,024.85**	**9,024.85**	

DATE: November 16, 2015

DEPARTMENT HEAD: Constable Martin "Marty" Cantu

DEPARTMENT NAME: Constable Pct. 2

ACCOUNT NUMBER: 5-1284-421-00-292-047-7-XXX

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

Honorable Commissioners' Court of Hidalgo County:

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

INCREASE OBJECT NUMBER'S)	ACCOUNT OBJECT NAME	AMOUNT
5-1284-421-00-292-047-7-131	CONST PCT2 OPSG-OVERTIME PAY	41,022.08
5-1284-421-00-292-047-7-220	CONST PCT2 OPSG-FICA	3,138.19
5-1284-421-00-292-047-7-230	CONST PCT2 OPSG-RETIREMENT	4,360.64
5-1284-421-00-292-047-7-250	CONST PCT2 OPSG-UNEMPLOYMENT COMP	246.13
5-1284-421-00-292-047-7-260	CONST PCT2 OPSG-WORKERS COMP	1,279.89
5-1284-421-00-292-047-7-581	CONST PCT2 OPSG-TRAVEL IN COUNTY	2,453.07
	TOTAL APPROPRIATIONS	52,500.00
5-1284-331-12-292-047-7-000	CONST PCT2 OPSG-REVENUES	52,500.00
	TOTAL REVENUES	52,500.00

REASON: **To appropriate budget for the FY2014 Operation Stonegarden Grant Phase II for Constable Pct.2 awarded by the U.S. Department of Homeland Security, Federal Emergency Management Agency (FEMA).**

Federal Grant Award #EMW-2014-SS-00029; SSA Award 14-SR-48215-01
Grant Period: September 1, 2014 to February 28, 2016

DEPARTMENT HEAD SIGNATURE

/ /
DATE

APPROVED COMMISSIONERS' COURT

ATTEST COUNTY CLERK

AI-52428 **Constables** **8. D.**

CC - REGULAR

Meeting Date: 12/01/2015

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

Department: CONSTABLE PCT. #2

Information

CAPTION

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

BACKGROUND

Fiscal Impact

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

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

BUDGETARY IMPACT:

Reserve Deputy Constables do not get paid from County funds; no fiscal impact to County

Attachments

Local Goverment Code

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	11/24/2015 03:37 PM
Purchasing Department	Monica Badillo	11/25/2015 03:08 PM

Form Started By: Roxanne De La Cruz Started On: 11/24/2015 03:26 PM

Final Approval Date: 11/25/2015

LOCAL GOVERNMENT CODE

CHAPTER 86. CONSTABLE

SUBCHAPTER A. GENERAL PROVISIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

SUBCHAPTER B. DEPUTIES

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

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

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

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

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

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

consent and approval of the commissioners court.

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

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

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

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

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

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

(2) exempt from Chapter 1702, Occupations Code.

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

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

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

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

SUBCHAPTER C. POWERS AND DUTIES

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

AI-52438 **Constables** **8. E.**

CC - REGULAR

Meeting Date: 12/01/2015

Submitted For: Larry Gallardo, CONSTABLE PCT. #3

Submitted By: Raquel Ramos, CONSTABLE PCT. #3

Department: CONSTABLE PCT. #3

Information

CAPTION

Constable Pct. #3 – FY2015 Homeland Security Grant Program
1. Authorization and approval to apply for the FY2016 Homeland Security Grant Program through the Regional Homeland Security & Criminal Justice - Lower Rio Grande Valley Development Council.
2. Authorization for the County Judge, as authorized official, to sign required documents.

BACKGROUND

Grant will be administered by the Regional Homeland Security & Criminal Justice - Lower Rio Grande Valley Development Council.

The proposed budget is exclusive to the equipment purchase of one (1) Polaris Ranger UTV.

The pre-approved budget is the amount of $19,941.00

The Constable Precinct No. 3 participated in a pre-screening elimination process of 28 applicants conducted by the Regional Homeland Security & Criminal Justice - Lower Rio Grande Valley Development Council.

The Constable Precinct No. 3 was one of the applicants pre-approved for application of said grant.

Fiscal Impact

Attachments

FY15 Regional Alliance Totals

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	11/25/2015 10:47 AM
Purchasing Department	Monica Badillo	11/25/2015 03:08 PM
Form Started By: Raquel Ramos		Started On: 11/25/2015 10:18 AM
Final Approval Date: 11/25/2015		

FY2016 Homeland Security Grant Program

Attachment A to 9.A.1.

Grand Total: $3,280,108.93

LETPA Total: $767,886.00
SHPP Total: $1,283,312.26
SHSP&LETPA Total: $1,228,910.67

Region Request	FY 2016 Minimum & Maximum Allocation
Available	$ 490,029.98 Minimum
	$ 600,000.00 Maximum

FY2015 Regional Allocation Total was $621,920.63

	LETPA	Project Title	Discipline	Request	Approved	Multi Jurisdiction	Scalable	Focus	Equipment Request / Approved equipment highlighted in RED.
New	Indian Lake PD	Radio Communications Interoperability	LE	$ 32,473.00	$ 14,000.00	Yes	Yes	Interop Comms	(4) ASTRO APX-8000 Portable, (3) ASTRO APX-8500 Mobile Radios must be P25 Compliant.
New	Harlingen PD	Ballistic Vests for SWAT	LE	$ 50,992.00	$ -	No	Yes	RRT	(16) Personal Body Armor w/ ballistic platess
New	Hidalgo PD	Digital fingerprinting and Photo Identification System	LE	$ 23,780.00	$ 23,780.00	Yes	Yes	Critical Infrastructure	(1) Digital Finger and Photo ID
New	Cameron County EM & FD	Interoperable Communications	EM, LE	$ 319,350.00	$ 25,000.00	Yes	Yes	Interop Comms	(600) Aes CD for APX 6000, (600) Programing
New	Cameron County EM & FD	Interoperable Communications	EM, LE	$ 283,500.00	$ 25,000.00	Yes	Yes	Interoperable	(300) Aes Encryption boards, (300) Programing
New	Hidalgo County Pct 3 Constable Department	Operation Off Road	LE	$ 21,791.00	$ 19,941.00	No	Yes	Critical Infrastructure	(1) 2015 Polaris Ranger UTV, (1) 6.5x16 dual axle trailer w/ramp
New	Rio Hondo PD & FD	City of Rio Hondo Marine Policing and Fire Protection/ Rescue	PD, FD	$ 36,000.00	$ -	Yes	Yes	Critical Infrastructure	(3) Protetive Gear, (2) Engine Repairs, (1) Communication, (1) Boat Repairs, (2) Protetive Gear, (1) GPS

Total	$ 767,886.00	$ 107,721.00
Total Available for Project		$ 122,507.49
Balance		$ (14,786.49)

This amount is in accordance with Federal mandate of 25%, from the original minimum of $490,029.98 for Law Enforcement.

Amount allocated to Palmview PD in SHSP/LETPA Section below.

FY2016 Homeland Security Grant Program

Attachment A to 9.A.1.

LETPA Total: $767,886.00
SHPP Total: $1,283,312.26

Region Request	FY 2016 Minimum & Maximum Allocation
Available	$ 490,029.98 Minimum

FY2015 Regional Allocation Total was $621,920.63

	SHSP	Project Title	Discipline	Request	Approved	Multi Jurisdiction	Scalable	Focus	Equipment Request / Approved equipment highlighted in RED.
New	Alamo FD	AFD Assistance Equipment Grant	FD	$ 59,460.00	$ 59,460.00	Yes	No	Sustaining RRT	(1) Moffett M8 55.3
New	Lyford	Critical Infrastructure Security Cameras	EM	$ 26,000.00	$ -	No	Yes	Critical Infrastructure	(1) Video Security Cameras
New	Harlingen PD	Digital Video & Mobile Data Project	LE	$ 63,000.00	$ -	No	Yes	Critical Infrastructure	(6) Computer, Mobile Data, (6) Camera, Video
New	Mission FD	WILDLAND FIRE REGIONAL RESPONSE TEAMS	FD	$ 72,500.00	$ 50,501.47	Yes	Yes	Sustaining RRT	(145) Wildland Firefighting Garments (50) Mission (50) other cities
New	San Juan FD	City of San Juan Emergency Response Enhancements	FD	$ 160,860.26	$ 32,500.00	No	Yes	Sustaining RRT	(1) Trailer, (30) Barrels, (100) Traffic Cones, (50) Roll -Up Signage Reflective, (16) Universal Stands, (4) Pump, (12) Hoses, (4) Strainer (1) 6" Pump
New	Hidalgo County HD	Hidalgo County - Regionally Ready & Responsive	PH	$ 78,300.00	$ -	No	Yes	Critical Infrastructure	(1) 32KW Diesel Generator (or similar), (1) Towable LED Light Tower, (1) Portable Trailer with LED Signage, (2) Poly Coms Desk Top Phone Bridging
New	Rio Grande Valley Medical Reserve	Volunteer Community Preparedness Project	PH/NP	$ 20,000.00	$ -	Yes	Yes	Sustaining RRT	(1) Display Screens, (10) Tablets
New	Brownsville	City of Brownsville Critical Infrastructure Protection and Readiness Project	PW	$ 234,000.00	$ 32,500.00	Yes	Yes/No	Critical Infrastructure	(4) 8-inch trailer portable pump (10) 6"x20' Suction Hose, (10) 6"x50' Suction Hose (1) 6" Pump
New	Rio Grande Valley CERT	Volunteer Community Preparedness Project	NP	$ 28,000.00	$ -	Yes	Yes	Sustaining RRT	(1) Display Screens, (10) Tablets
New	Food Bank of the Rio Grande Valley, Inc.	Food Bank RGV transfer switch & generator	NP	$ 400,000.00	$ -	Yes	Yes	Critical Infrastructure	(1) 800 KVA Mobile Diesel Generator, (1) Transfer switch
New	City of La Feria	Portable Radios	FD	$ 76,145.00	$ -	No	Yes	Interoperable Comm.	(20) APX6000 Portable Radios
			Total	$ 1,218,265.26	$ 174,961.47				
			Total Available for Project		$ 207,461.47				
			Balance		$ (32,500.00)				The Balance of $32,500.00 is allocated to City of McAllen under LETPA/SHSP - Regional Public Work Response

FY2016 Homeland Security Grant Program

Attachment A to 9.A.1.

LETPA Total: $767,886.00
SHPP Total: $1,283,312.26

Region Request	FY 2016 Minimum & Maximum Allocation
Available	$ 490,029.98 Minimum

FY2015 Regional Allocation Total was $621,920.63

Projects are requesting both LETPA & SHSP

New	Palmview PD	Regional Radio Console	LE	32,340.00	$ 17,553.51	Yes	No	Interoperable	(1) Base radio system. Add $14,786.49 from LETPA = a total of $32,340.00
New	Pharr PD	Regional K-9 Specialty Vehicle Unit	LE	55,704.00	$ -	Yes	No		(1) Specialized vehicles (1) Canines, Search & Rescue
New	Weslaco	Interoperable Communication Consolidate Communications Center	LE	230,000.00		Yes	Yes	Interoperable	(2) Base Radio, (80) System Radio Mobile, (80) Radio-Portable
New	Willacy County DA's Office	Willacy DA's Office Interoperability Communications Equipment	LE	46,195.83	$ -	Yes	Yes	Interoperable	(3) Motorola APX 7500 mobile radio, (4) Motorola APX 7000 portable radio
New	Rancho Viejo PD	Home Defense	LE	79,298.00	$ -	No	Yes	Critical Infrastructure	(1) Barrier, Fence (Gate), (8) Entry systems (doors), (6) Reinforced doors, (2) Bullet resistance transaction window
New	San Juan PD	Law Enforcement Emergency Regional Response Team (LEERRT) Enhancements	LE	$72,156.90	$ 20,000.00	Yes	Yes	Sustaining RRT	(10) Ballistic Vest with Accessories, (10) Ballistic Chaps, (6) Night Vision Goggles, (1) Fire Arm Training Simulator
New	Donna PD	Donna P.D. Communications Project	LE	278,000.00		No	Yes	Interoperable	(1) base radio, (20) mobile radio, (40) portable radio
New	Mission PD	Mission Police Department	LE	46,400.00	$ -	No	Yes	Sustaining RRT	(10) Light Amplification
New	Mission PD	Mission Police Department - Portable Radio Project	LE	50,188.50	$ -	No	Yes	Interoperable	(10) Portable Radio
New	McAllen	Regional Public Works Response	PW	338,627.94	$ 32,500.00	No	Yes	Sustaining RRT	(1) INFLATABLE AIR SHELTER, (2) 6" PUMP, (1) 8" PUMP, (1) 78KW GENERATOR, (4) LIGHT TOWER (1) 6" Pump
				Total:	$ 70,053.51				
			Total	1,228,911.17	$ 245,014.98				
			Total Available for Project		$ 245,014.98				

Balance	$0.00

FY2016 Homeland Security Grant Program

Attachment A to 9.A.1.

LETPA Total: $767,886.00
SHPP Total: $1,283,312.26

Region Request	FY 2016 Minimum & Maximum Allocation
Available	$ 490,029.98 Minimum

FY2015 Regional Allocation Total was $621,920.63

	SOWA/SHSP Jurisdiction	Project Title	Discipline	Request	Approved	Multi Jurisdiction	Scalable	Focus	Equipment Request / Approved equipment highlighted in RED.
Sustain	LRGVDC	Regional Planning Staff and Related Costs	All	141,192.00	$ 141,192.00	Yes	Yes	State,Regional, & Local	Planning and M&A (As per guidelines, 25% of total regional allocation is used for this projects)
			Total	141,192.00	$ 141,192.00				
			Total Available for Project		$122,507.59				
			Balance		$ 18,684.41				The difference will be added once the final allocation is provided by the HSGD in Dec 2015

SUPPLEMENTAL PROJECTS (NOT GUARANTEED) AVAILABLE $109,970.05

LETPA & SHSP Applications below will be submitted and are considered supplemental awards. Supplemental funding at the state level and is not guaranteed.

	LETPA Jurisdiction	Project Title	Discipline	Request	Approved	Multi Jurisdiction	Scalable	Focus	Equipment Request / Approved equipment highlighted in RED.
	Weslaco				$ 27,492.50			Interop Comm.	Base, Mobile & Portable
			Total		$ 27,492.50				
			Total Available for Project		$ 27,492.50				This amount is in accordance with the Federal mandate of 25% for Law Enforcement, from the total supplemental amount of $109,970.05
			Balance		$0.00				
					$ -				

	SHSP Jurisdiction	Project Title	Discipline	Request	Approved			Focus	Equipment Request / Approved equipment highlighted in RED.
	Weslaco				$ 82,477.55			Interop Comm.	Base, Mobile & Portable
					$ -				
			Total		$ 82,477.55				
			Total Available for Project		$ 82,477.55				
			Balance		$0.00				

Guaranteed funding
Requesting both LETPA & SHSP
Supplemental funding, if available at the state level, will fund the region (NOT GUARANTEED).

TOTALS: 28 Applications
9 SHSP Apps
9 LETPA
10 BOTH

AI-52431 **Constables** **8. F.**

CC - REGULAR

Meeting Date: 12/01/2015

Submitted For: Horaldo Sanchez, CONSTABLE PCT. #4

Submitted By: Nayla Munoz, CONSTABLE PCT. #4

Department: CONSTABLE PCT. #4

Information

CAPTION

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

BACKGROUND

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

Fiscal Impact

FISCAL YEAR: 2015 **ACCT. #:** 5-1100-421-00-294-001-0-XXX

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

BUDGETARY IMPACT:

Monies budgeted within position 294-001 Slot #0016.

Attachments

Chap86

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	11/25/2015 09:26 AM
Purchasing Department	Monica Badillo	11/25/2015 03:08 PM
Form Started By: Nayla Munoz		Started On: 11/25/2015 09:06 AM
Final Approval Date: 11/25/2015		

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

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

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

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

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

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

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

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

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

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

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

(2) exempt from Chapter 1702, Occupations Code.

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

(c-1) If a constable appoints more than one reserve deputy constable, the constable may execute a blanket

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

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

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

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

Amended by:

Acts 2011, 82nd Leg., R.S., Ch. 261, Sec. 1, eff. June 17, 2011.

AI-52340 **Constables** **8. G.**

CC - REGULAR

Meeting Date: 12/01/2015

Submitted For: Horaldo Sanchez, CONSTABLE PCT. #4

Submitted By: Nayla Munoz, CONSTABLE PCT. #4

Department: CONSTABLE PCT. #4

Information

CAPTION

Constable Pct. 4 - Operation Stonegarden (1284):
Approval to appropriate the budget for the Constable Precinct No. 4 portion of the FY2014 Operation Stonegarden Grant Phase II in the total amount of $54,500.00.

BACKGROUND

SAA AWARD NO: 14-SR-48215-01
FEDERAL GRANT AWARD NO: EMW-2014-SS-00029
GRANT PERIOD: 09-01-14 TO 02-28-16

Fiscal Impact

FISCAL YEAR: See Below **ACCT. #:** 5-1284-421-00-294-047-7-XXX

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

BUDGETARY IMPACT:

Grant Fiscal Year: 2014
County Calendar Year: 2015
Account Fiscal Year: 2017

Grant Period: September 1, 2014 to February 28, 2016

Grant Award Number:
SAA Award number: 14-SR-48215-01
Federal Grant Award Number: EMW-2014-SS-00029

Revenue Account Number: 5-1284-331-12-294-047-7-000

Attachments

Breakdown
appropriation

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	11/20/2015 09:40 AM
Purchasing Department	Monica Badillo	11/25/2015 03:08 PM

Form Started By: Nayla Munoz Started On: 11/19/2015 04:11 PM

Final Approval Date: 11/25/2015

OPERATION STONEGARDEN 2014
CONSTABLE PRECINCT 4

	ORIGINAL ***BUDGET***		**1ST**	**2ND**	TOTAL PHASES	DIFF FROM ORIGINAL
Overtime	77,701.12		38,850.56	38,850.56	77,701.12	-
Fringe Benefits	17,094.25		8,547.12	8,547.13	17,094.25	-
Vehicle Maintenance						
Equipment Maintenance						
Equipment						
One (1) 2014 or newer law enforcement						
vehicle Fully equipped @ 51,000.00	*51,000.00*		51,000.00			
Mileage	14,204.63		7,102.32	7,102.31	14,204.63	-
Other						
Travel						
TOTALS	**160,000.00**		**105,500.00**	**54,500.00**	160,000.00	-
FRINGE BENEFITS BREAKDOWN:						
FICA - 7.65%	5,944.14		2,972.07	2,972.07	5,944.14	-
Retirement - 10.63%	8,259.63		4,129.82	4,129.81	8,259.63	-
Unemployment Comp. - 0.60%	466.21		233.10	233.11	466.21	-
Workers' Comp. - 3.12%	2,424.27		1,212.13	1,212.14	2,424.27	-
TOTAL FRINGE BENEFITS	**17,094.25**		**8,547.12**	**8,547.13**		

DATE: November 19, 2015

2015
Appropriation

DEPARTMENT HEAD: Constable Atanacio "J.R." Gaitan

DEPARTMENT NAME: Constable Precinct 4

ACCOUNT NUMBER: 5-1284-421-00-294-047-7-XXX

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

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
5-1284-421-00-294-047-7-131	**CONST PCT4 OPSG-OVERTIME PAY**	**38,850.56**
5-1284-421-00-294-047-7-220	**CONST PCT4 OPSG-FICA**	**2,972.07**
5-1284-421-00-294-047-7-230	**CONST PCT4 OPSG-RETIREMENT**	**4,129.81**
5-1284-421-00-294-047-7-250	**CONST PCT4 OPSG-UNEMPLOYMENT COMP**	**233.11**
5-1284-421-00-294-047-7-260	**CONST PCT4 OPSG-WORKERS COMP**	**1,212.14**
5-1284-421-00-294-047-7-581	**CONST PCT4 OPSG-TRAVEL IN COUNTY**	**7,102.31**
5-1284-331-12-294-047-7-000	**CONST PCT4 OPSG-REVENUES**	**54,500.00**
	TOTAL BUDGET INCREASE (DECREASE)	**54,500.00**

REASON:

To appropriate the budget for the FY 2014 Operation Stonegarden Grant Phase II for Constable Pct 4. The grant was awarded by the Department of Homeland Security, Federal Emergency Manangement Agency (FEMA)
Federal Grant Award #EMW-2014-SS-00029; SSA Award 14-SR48215-01; Grant period is from 09/01/14 to 02/28/16

Note: Expenses relating to health and life insurance that are assigned to the overtime hours are to be charged to the Constable Pct.4 general fund budget (5-1100-421-00-294-001-0-XXX)

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

/ /
DATE

ATTEST COUNTY CLERK

AI-52443 **Executive Office** **9. A.**

CC - REGULAR

Meeting Date: 12/01/2015

Submitted By: Monica Badillo, EXECUTIVE OFFICE

Department: EXECUTIVE OFFICE

Information

CAPTION

Discussion, consideration, and appointment of Hidalgo County representative to the Hidalgo County Metropolitan Planning Organization Transportation Policy Committee.

BACKGROUND

Current rep. is Comm. Joe Flores

Fiscal Impact

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	11/25/2015 01:41 PM
Manuel Chapa	Manuel Chapa	11/25/2015 02:28 PM
Purchasing Department	Monica Badillo	11/25/2015 03:08 PM
Form Started By: Monica Badillo		Started On: 11/25/2015 01:25 PM
Final Approval Date: 11/25/2015		

AI-52321 **Executive Office** **9. B.**

CC - REGULAR

Meeting Date: 12/01/2015

Submitted By: Monica Badillo, EXECUTIVE OFFICE

Department: EXECUTIVE OFFICE

Information

CAPTION

Civil Service (1100):
Approval to process payment of the following invoice in accordance with Accounting Procedures Manual (Food Policy) with authority for County Treasurer to issue check after review and auditing procedures are completed by County Auditor:

Vendor	Invoice Date	PO#	Amount	Purpose/Event
Subway #6216	10/22/15	724265	$ 52.50	Civil Service Commission Meeting 10/22/15 (due to 2 hr. limit non-compliance)

BACKGROUND

Oct. invoice - Due to not meeting time limit duration of 2hrs.

Fiscal Impact

FISCAL YEAR: 2015 **ACCT. #:** 5-1100-415-50-125-037-0-630

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

BUDGETARY IMPACT:

Attachments

invoice

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	11/18/2015 04:04 PM
Purchasing Department	Monica Badillo	11/25/2015 03:08 PM
Form Started By: Monica Badillo		Started On: 11/18/2015 11:19 AM
Final Approval Date: 11/25/2015		

HIDALGO COUNTY, TEXAS

NON-TRAVEL MEALS, REFRESHMENTS, AND RELATED EXPENSE CLAIM

DEPARTMENT INFORMATION

Department: Hidalgo County Civil Service
Department Contact Name: Hermelinda Solis
Contact Phone Number: 318-2660

EVENT INFORMATION

Date: 10/22/2015 Start Time: 5:47 PM End Time: 7:14 PM

Duration: 1:27 Location: 208 W. Cano, Edinburg, TX 78539

Purpose of Event:
x Meeting ____ Training ____ Other: Civil Service Meeting
(Please explain.)

Attendees: *(Please attach sign-in sheet)*
County Employees 1 + Non-County Employees 4 = Total 5

Meals: *(Meals may not exceed $10.00 per person including taxes and gratuity or $250.00 per event.)*
Breakfast ____ + Lunch ____ + Dinner ____ = Total 0
Refreshments: ____ *(Refreshments may not exceed $3.00 per person or $125.00 per event.)*
Related Expenses: ____ *(Related expenses may not exceed $25.00 per event.)*

	ACTUAL	ALLOWABLE
Meals Expense:	$ 38.00	$ -
Refreshments Expense:	$ 9.00	$ -
Related Expenses:	$ 5.50	$ -
Total Event Expenses:	$ 52.50	$ -

(Please attach original receipts.)

FUNDING

Purchase Order Number: 724265 Account Number: 5-1100-415-50-125-037-0-630

APPROVAL

I, the undersigned, certify to the best of my knowledge, that the expenditures incurred were for official County business, have been expressly authorized by the Purchasing Department, and are in compliance with the Policy on Non-Travel Meals, Refreshments, and Related Expenses.

Monica Badillo
Name of Approving County Official/Department Head
(Please Print)

Monica Badillo
Signature of Approving County Official/Department Head

11/18/15
Date

RECEIVED
OFFICE OF EXECUTIVE OFFICER
ON: 10/23/15 BY:

Hidalgo County Civil Service Commission

COMMISSIONERS

Michelle "Mickie" Rabinovich

Aurora Villarreal Zamora

Jaime Ortiz

Mercedes S. Espinosa

Civil Service Attorney

ESPINOSA LAW FIRM, P.L.L.C.
4300 N. McColl Road
McAllen, Texas 78504

Phone: 956-686-6490

Fax: 956-686-6491

www.espinosalawfirm.com

HIDALGO COUNTY, TEXAS CIVIL SERVICE COMMISSION

NOTICE

NOTICE, IS HEREBY GIVEN IN ACCORDANCE WITH CHAPTER 551, TEXAS GOVERNMENT CODE, THAT A MEETING OF THE HIDALGO COUNTY, TEXAS CIVIL SERVICE COMMISSION WILL BE HELD ON THURSDAY, OCTOBER 22, 2015, AT 5:30 P.M., AT THE HIDALGO COUNTY HUMAN RESOURCES DEPARTMENT, LOCATED AT 208 W. CANO, EDINBURG, TEXAS. DISCUSSION AND POSSIBLE ACTION RELATING TO THE FOLLOWING BUSINESS WILL BE TRANSACTED.

At anytime during the course of this meeting, the Board may retire to Executive Session under Texas Government Code, Section 551.071 (2) to confer with its legal counsel on any subject matter in this agenda in which the duty of the attorney to the Board under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas clearly conflicts with Chapter 551 of the Texas Government Code. At anytime during the course of this meeting, the Board may retire to Executive Session to deliberate on any subject slated for discussion at this meeting, as may be permitted under one or more of the exceptions to the Open Meetings Act set forth in Title 5, Subtitle A, Chapter 551, Subchapter D of the Texas Government Code;

AGENDA

ITEM 1. Call to order;

ITEM 2. Public Comments;

ITEM 3. Approval of minutes of June 18, 2015;

ITEM 4. Discussion, consideration and/or possible action without hearing, consolidation, hearing setting, action on motion for continuance, and/or hearing on the following complaints/grievances;

0515-ConstPct#1-T-005
0615-CSA-C-006
0715-S-T-008
0615-DD#1-T-007
0815-S-D-009

ITEM 5. Adjournment to closed session pursuant to Texas Government Code (551.074) for discussion and/or hearing on one or more of the complaints/grievances listed in Item 4;

ITEM 6. Reconvene in open session;

ITEM 7. Additional discussion and/or possible action on complaints/grievances listed on item 4;

ITEM 8. Adjourn;

TO BE POSTED THIS 16TH DAY OF OCTOBER 2015

Hidalgo County Civil Service Commission

COMMISSIONERS

Michelle "Mickie" Rabinovich

Aurora Villarreal Zamora

Jaime Ortiz

Mercedes S. Espinosa
Civil Service Attorney

ESPINOSA LAW FIRM, P.L.L.C.
4300 N. McColl Road
McAllen, Texas 78504

Phone: 956-686-6490

Fax: 956-686-6491

www.espinosalawfirm.com

HIDALGO COUNTY, TEXAS
Civil Service Meeting

held on:

October 22, 2015
(month, date, year)

Chairperson _____
Michelle Rabinovich

Vice-Chairperson _____
Aurora Villarreal

Commissioner _____
Jaime Ortiz

Attorney _____
Mercedes S. Espinosa

Court Reporter _____
Hermelinda Solis

Purchase Order
COUNTY OF HIDALGO

PO# 724265

DATE: 04/16/15

PAGE NO: 1 OF 1

PO TYPE:

VENDOR: 216723 REQ: 00275163

PHONE: (956)380-2625

EMAIL:

SHIP TO: EXECUTIVE OFFICE
2818 S BUSINESS HWY 281
EDINBURG TX 78539

SUBWAY
1721 E. UNIVERSITY DR.
EDINBURG TX 78539

CONTACT: Valde Guerra (556)292-7025

SITE: EXECUTIVE OFFICE

CONTRACT NO:

SPECIAL INSTRUCTIONS: EX- 25

VENDOR NOTES

1. [illegible] this Purchase Order. This Order is [illegible]
2. CANCELLATION: This Purchase Order may be [illegible]
3. [illegible] accepted F.O.B. Destination Vendor must [illegible]
4. [illegible] Purchase Order only. Only authorized [illegible]
5. [illegible] unless otherwise [illegible]

QTY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
		DO NOT DUPLICATE ORDER		
1.00	LOT	EX OPEN PO FOR FOOD TRAYS FOR 2015 CIVIL SERVICE COMMISSION MEETINGS HELD ON THURSDAYS OF EACH MONTH OR AS POSTED.	500.00	500.00
		TOTAL:		500.00

For Hidalgo County use only

5-1100-415-50-125-037-0-630 500.00

Authorized by: Martha L Salazar

(Cut here) - - -

AI-51462 **Executive Office** **9. C.**

CC - REGULAR

Meeting Date: 12/01/2015

Submitted By: Monica Badillo, EXECUTIVE OFFICE

Department: EXECUTIVE OFFICE

Information

CAPTION

Discussion, consideration, and action regarding written Resolution and ballot selection of Appraisal District Board of Directors for 2016-2017.

BACKGROUND

Current Board of Directors

Richard A. Garza, Chairman
David Hernandez, Vice Chairman
Amador Requenez, Secretary
Eddie R. Cano, Member
Albert D. Cardenas, Member
Paul Villarreal, Jr., Member

Fiscal Impact

Attachments

letter
BALLOT AND RES

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	09/21/2015 01:04 PM
Purchasing Department	Monica Badillo	11/25/2015 03:08 PM

Form Started By: Monica Badillo Started On: 09/18/2015 04:53 PM

Final Approval Date: 11/25/2015

HIDALGO COUNTY APPRAISAL DISTRICT

ADMINISTRATION
Rolando Garza, Chief Appraiser
Jorge Gonzalez, Asst. Chief Appraiser
PO Box 208
Edinburg, TX 78540-0208
(956) 381-8466 (956) 565-2461
Administration Fax: (956) 289-2120

www.hidalgoad.org

BOARD OF DIRECTORS
Richard A. Garza Chairman
David Hernandez Vice-Chairman
Amador Requenez Secretary
Eddie R. Cano Member
Albert D. Cardenas Member
Pablo "Paul" Villarreal, Jr. Member

August 28, 2015

RECEIVED
SEP 0 2 2015
COUNTY JUDGE

Honorable County Judge
Ramon Garcia
100 E. Cano St., 2nd Floor
Edinburg, TX 78539

Re: Selection/Election of Board of Directors 2016-2017

Dear Board President:

The Hidalgo County Appraisal District is governed by a Board of Directors that are appointed by vote of the taxing units that participate in the district. In accordance with Section 6.03 of the Property Tax Code, the Appraisal District will be conducting the 2016-2017 election for the Board of Directors of the Hidalgo County Appraisal District. Attached you will find important information and dates for you to keep in mind for the 2016-2017 selection/election process.

The Board of Directors consists of six (6) members, five (5) voting members who are appointed by vote and one (1) nonvoting member, which is the County Tax Assessor/Collector. Therefore, for this election each voting taxing unit may nominate one (1) but no more than five (5) candidates for the election. The candidate(s) name(s) must be submitted to the Chief Appraiser by resolution adopted by the governing body before **October 15th**.

The Chief Appraiser shall prepare and deliver to the presiding officer of the governing body of each voting taxing unit a ballot listing all the candidates whose names were timely submitted and the taxing unit's voting entitlement before **October 30th**. The governing body of each voting taxing unit shall determine its vote by resolution and submit such resolution before **December 15th** to the Chief Appraiser.

RECEIVED
SEP 0 2 2015
COUNTY JUDGE

Before December 31st, the Chief Appraiser shall declare the five candidates that received the most votes elected and submit the results to the candidates and the governing bodies of the taxing entities.

If I may be of further assistance in providing you additional information regarding the selection/election process, please do not hesitate to contact me at (956) 381-8466.

Sincerely,

Rolando Garza

Rolando Garza, RPA
Chief Appraiser

RG:pma

Attachment

HIDALGO COUNTY APPRAISAL DISTRICT

ADMINISTRATION
Rolando Garza, Chief Appraiser
Jorge Gonzalez, Asst. Chief Appraiser
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BOARD OF DIRECTORS
Richard A. Garza Chairman
David Hernandez Vice-Chairman
Amador Requenez Secretary
Eddie R. Cano Member
Albert D. Cardenas Member
Pablo "Paul" Villarreal, Jr. Member

Hidalgo County Appraisal District
Timeline Election of Board of Directors
2016 - 2017

August 2015 **But before October 1, 2015**	Notify all presiding officers of each taxing unit about upcoming election and their voting entitlement for the 2016-2017 election for the Board of Directors for the Appraisal District.
Before October 15, 2015	The presiding officer of the unit submits the names of the nominees by written resolution to the Chief Appraiser.
Before October 31, 2015	The Chief Appraiser prepares the ballot, listing the candidates in order to surname and delivers a copy of the ballot to the presiding officer of each unit.
Before December 15, 2015	Each voting unit casts its vote by written resolution and submits it to the Chief Appraiser.
Before December 31, 2015	The Chief Appraiser shall count the votes and declare the candidates who received the largest cumulative vote total elected and submit the results to the governing bodies and to the candidates.

HIDALGO COUNTY APPRAISAL DISTRICT

ADMINISTRATION
Rolando Garza, Chief Appraiser
Jorge Gonzalez, Asst. Chief Appraiser
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Administration Fax: (956) 289-2120

www.hidalgoad.org

BOARD OF DIRECTORS
Richard A. Garza Chairman
David Hernandez Vice-Chairman
Amador Requenez Secretary
Eddie R. Cano Member
Albert D. Cardenas Member
Pablo "Paul" Villarreal, Jr. Member

October 23, 2015

RECEIVED
OCT 27 2015
COUNTY JUDGE

Honorable County Judge
Mr. Ramon Garcia
PO Box 1356
Edinburg, TX 78540-1356

Re: Election Ballot 2014-2015 Appraisal District Board of Directors

Dear Judge Garcia:

As prescribed by Section 6.03 of the Texas Property Tax Code enclosed you will find the "Official Ballot" with the candidate's names and the number of votes that you are authorized to cast in the election for Board of Directors for the Hidalgo County Appraisal District. In addition, for your review, I have provided a condensed biography of each candidate and a list of the total vote distribution to all entities.

There are five Board of Directors, who are elected by the taxing units that participate in the District which governs Hidalgo County Appraisal District. In addition to the five elected Board of Directors, the County Tax Assessor-Collector, Mr. Pablo "Paul" Villarreal Jr. serves on the Board as a non-voting Director.

The governing body of a taxing unit may cast all its votes for one candidate or distribute them among any number of candidates. Each voting unit shall determine its vote by written resolution and submit it to the Chief Appraiser before **DECEMBER 15, 2015**. A voting unit can only cast its votes for candidates named on the ballot. There is no provision for write-in candidates. The Chief Appraiser will not count votes cast for someone not listed on the official ballot.

The Chief Appraiser will count all the votes timely submitted and declare the five candidates who received the largest cumulative vote totals elected, and submit the results before **DECEMBER 31, 2015** to the governing body of each taxing unit in the district and to the candidates.

If you should have any questions, or I can provide additional information, please do not hesitate to contact me at (956) 381-8466.

Sincerely,

Rolando Garza

Rolando Garza, RPA
Chief Appraiser

RG: pma

Enclosures

HIDALGO COUNTY APPRAISAL DISTRICT

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BOARD OF DIRECTORS
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Amador Requenez Secretary
Eddie R. Cano Member
Albert D. Cardenas Member
Pablo "Paul" Villarreal, Jr. Member

Hidalgo County Appraisal District
4405 S. Professional Drive
PO Box 208
Edinburg, TX 78540-0208

"OFFICIAL BALLOT"

Election of 2016-2017
Appraisal District Board of Directors

Entity: Hidalgo County	Authorized Votes: 1195
Nominee	**# Of Votes**
Eddie R. Cano	
Albert D. Cardenas	
Jaime Chavana	
Fernando Dominguez	
Pete Garcia	
Aquiles "Jimmy" Garza	
Richard A. Garza	
David Hernandez	
Victor Lopez	
Rodolfo "Rudy" Ramirez	
Amador Requenez	
Albert Sandoval	
Antonio Sandoval	

Date Resolution Passed
(Attach Resolution)

Authorized Representative

cc: Finance Director of each entity

Eddie R. Cano
McAllen

Founder & owner of Cano Coors Distributing Company, a wholesale beer distributorship serving the four county areas of the Rio Grande Valley from 1976 to 2001
Past President Hidalgo Wholesale Beer Distributor's Association for ten years
Served as a member of the Board of Directors for Co-Step for six years
Served as member of the Board of Advisors for Texas Commerce Bank & Chase for twenty two years
Served as a member of the Board of Directors of the Boy Scouts of America in the Rio Grande Valley
Served as member of Hidalgo County Appraisal Review Board for six years, two years as Chairman from 2006-2012
Served as member of the Pan American Board of Regents from 1982 to 1987
Presently serving as a member of the Board of Directors of the South Texas Higher Education Authority
Presently serving as a member of the Hidalgo County Appraisal District Board of Directors from 2014 to 2015
Presently serving as a member of the Vantage Bank Board of Advisory
Founder and President of Cano FamCo LTD., a family owned Property Development and Management Company that owns and leases Federal Buildings

Albert D. Cardenas
McAllen

Current Board member of McAllen Public Utility Board
Current Board member Boys and Girls Club
Vice-President Easton Construction, dealing mainly with commercial projects with offices in McAllen & San Antonio
Served 6 years on the McAllen Planning and Zoning Board
Board member Hidalgo County Appraisal District Board of Directors 2014-2015

Jaime Chavana

No Bio Provided

Fernando Dominguez
Mercedes

Board member Economic Development Corporation of Mercedes
Board member Mercedes Industrial Foundation
Past President Mercedes Affordable Housing Corporation
Board Member Affordable Housing of South Texas
Member Our Lady of Mercy Church
Member Knights of Columbus Council No. 12869
Registered Professional Appraiser 1994-2013
Western Michigan University 1997-1981
Graduate Mercedes High School 1969
Born and raised in Mercedes Texas
Married to Delia Rangel Dominguez; 3 children
U S Army Veteran, Vietnam Era Veteran (1972-1975), Honorable Discharge
Retired Cameron County Appraisal District (1988-2013)

Pete Garcia
San Juan

San Juan EDC Board, 2015 Member
Region One ESL Board, 2015 Member
Head Start Advisory Board, Member 2013 – 2015
San Juan Housing Authority, Member 2015
PSJA School Board, Member 2004 – 2013
Hidalgo County Appraisal District Board of Directors, Board member 2009 2013

Aquiles Jaime Garza Jr.
McAllen

A. Jimmy Garza was born in McAllen Texas in 1975, and is a life-long resident of the Rio Grande Valley. After McAllen Memorial High School, he graduated with a BBA in Finance from Baylor University. He also participated in study abroad programs in London and Semester at Sea. He has spent his entire life working in the family-owned and operated produce business which has been in existence for over 35 years. His hands on role as Director of Operations at Bebo Distributing has provided Jimmy with valuable procurement, transportation and international business experience. Mr. Garza also had the distinction of serving as a city commissioner in the All-American City of Pharr from 2010-2015. He has valuable economic development experience as well having served as a board member at the Pharr Economic Development Corporation. Jimmy is a well-respected leader in the community who has served on numerous boards including the Pharr-Reynosa International Bridge board, PSJA Education Foundation, Texas Regional Bank Advisory Board, and Texas International Produce Association. In 2012, Texas Agriculture Commissioner Todd Staples appointed Jimmy to the Texas Agriculture Finance Authority. And in 2014, he co-founded Bebo's Angels, a non-profit organization dedicated to raising Autism Awareness in the community. In 2014, he served as Senior Advisor for the successful campaign of Dan Patrick for Lieutenant Governor of Texas. Currently, he is a Finance Director for George P. Bush Texas Land Commissioner.

He currently resides in Pharr, Texas with his wife of 16 years Adrienne, and their two boys AJ and Aron.

Richard A. Garza
Edinburg
(Incumbent & Chairman)

Hidalgo Appraisal District is responsible for appraising all real and business personal property within Hidalgo County. The district appraises property according to the Texas Property Tax Code and the Uniform Standards of Professional Appraisal Practices (USPAP).

Brief Biography:

- Lifelong resident of Rio Grande Valley, Texas
- Received Real Estate License at age 18
- BBA in Finance, 1985 Pan American University
- Married to Sylvia Sanchez Garza for 27 years with four sons
- Real Estate Broker, BIC Realty for over 35 years
- President of BIC Investments, GR Land Co., GarCo Ltd, BIC Development Co., Gold Star Holdings, Ice House Ranches, GR Inverciones & Anacahuitas Investments Cos.
- Chairman of Cuartitos.com, a cargo shipping container leasing co.
- Longtime member McAllen Board of Realtors & Edinburg Board of Realtors
- Texas Association of Realtors member since 1977
- Past Zoning Commissioner McAllen Planning & Zoning Board
- Past Vice President of Finance Discovery Montessori School Board
- Plazas del Lago HOA Finance Director
- Chairman, Hidalgo County Appraisal District Board of Directors 1991 to present
- Boy Scouts of America – Troop Leader
- Current Director, Texas Land Developers Association
- Member of Santa Gertrudis Breeders International
- Previous Member Edinburg Hospital Authority Board of Directors
- Member of The Las Villas at South Padre Island board of Directors
- Member of Holy Spirit Catholic Church
- Previous director of Edinburg Chamber of Commerce board of directors
- Current member of Edinburg Chamber of Commerce
- Current member of McAllen Chamber of Commerce
- Current member of McAllen Hispanic Chamber of Commerce

David Hernandez
Weslaco

President/Owner & Operator of Holiday Wine & Liquors
Partner/Owner Pop-A-Top
Owner of Hernandez Farms
Board member Hidalgo County Appraisal District Board of Directors 2006 to present
Served 6 years as Director Weslaco Economic Corporation
Served 7 years as Director Weslaco Economic Corporation
Served 23 years and continue to serve on Weslaco Planning & Zoning Commission
Currently, Chairman on Weslaco Planning & Zoning Commission
Former Weslaco ISD Board Member
Former McAllen Boys & Girls Club Board member;
Former Palm Valley Animal Shelter Board member

Rodolfo "Rudy" Ramirez
Edinburg

Mr. Rodolfo "Rudy" Ramirez is the Executive Director for the Edinburg Housing Authority (EHA), the public housing agency for the city of Edinburg, mandated and funded by the United States Department of Housing and Urban Development. As the EHA Executive Director since 2011, he is responsible for the administration of more than 1200 low income housing (398 public housing units and 840 Housing Choice Voucher units, as of October 01, 2015) in Edinburg. Ramirez has been involved in the community all his life, serving as a Commissioner with EHA from 1991 to 2011 and as a School Board trustee for ECISD from 1999 to 2005.

His experience details a dynamic leader with a proven track record in organizational change, program integrity, operational effectiveness and amalgamating federal, state and local resources. As an Executive Director he acts as liaison between the governing bodies, the client population and general public besides supervising daily operations. He also works closely with and provides professional advice to governing bodies and staff to effectively implement a variety of housing programs and ensure their compliance with mandated standards.

He comes from a strong real estate and education background. He served in a number of roles prior to his work as an Executive Director. He owned and ran a successful real estate business in the past. He is also a licensed Real Estate Broker and has taught continuing education real estate classes at South Texas College. Besides being a realtor, he also taught for the Edinburg school district at Sam Houston Elementary and San Carlos elementary between 1987 and 1993.

Mr. Ramirez is also currently serving as the Vice President for Housing Alliance of Valley Employees South Texas Region (H.A.V.E S.T.R.) since 2014. H.A.V.E S.T.R. is a professional membership organization consisting of agencies and individuals who administer housing and community development in the South Texas Region. Mr. Ramirez has consecutively received twice the Executive Director of the Year award by National Association of Housing and Redevelopment Officials.

Ramirez is currently pursuing his Master of Public Administration from the University of Texas - Rio Grande Valley and is expected to graduate in 2016. He holds a Bachelor of Science degree in Education from the University Texas- Pan American since 1987.

Mr. Ramirez was born and raised in Edinburg, TX, is married to Pamela Ramirez, and they have four children - Rudy Jr., Pete, Ida Marie, and Ivy May Ramirez. Mr. Ramirez is a firm believer of the motto: "Change starts with us."

Amador Requenez
Mission

Owner & Operator of Valley Welding Steel & Steel Fabrication in Mission since 1970
Owner & Operator of Valley Crane Service since 1970
Member of the (AGC) Associated General Contractors of America for 43 years
Member of Mission Chamber of Commerce for 20 years and Director for 4 year
Member of Mission Rotary for 20 years
Served on the Board of Hidalgo County Water District #6
Served on the Board of Hidalgo PIC (Private Industry Council)
Served on Board of Hidalgo County Appraisal District from 1992 to 2009
Current Board member Hidalgo County Appraisal Board of Directors 2012 to present

Albert Sandoval
Donna

Family
Jonathan Ben Sandoval, Senior Donna High School
Miranda Celeste Sandoval, Freshman Donna High School

Current Donna ISD Board Member/President
Past Donna School Board Member (9 Years) 1993-2002
President, All Valley Pools, Inc.
Past Board of Directors Donna Chamber of Commerce
Past Board of Directors, Donna Boys and Girls Club
Texas A & M Graduate (Finance) Class of 1998
Active Supporter St. Joseph Catholic School
Active Supporter Donna Youth Football League
Active Supporter Donna Youth Football League
Active Supporter Donna Little League

Antonio Sandoval
Elsa

Born and raised in McAllen.
Entered active duty after graduating from McHi and served in the U.S. Navy during the Vietnam era.
Graduated and received a Bachelor of Business Administration Degree with a major in accounting from Pan American University in 1972.
Served as County Auditor for Hidalgo County
Currently serving as Executive Director for the Edcouch Housing Authority
Currently residing in Elsa with his wife (Maria) of 39 years.
Four daughters, Monica Garcia, Melissa Amaya, Marla and Melba+

EXAMPLE

RESOLUTION NO. _____

STATE OF TEXAS

COUNTY OF HIDALGO

WHEREAS, the Chief Appraiser of Hidalgo County Appraisal District has called for the election of the Hidalgo County Appraisal District Board of Directors; and

WHEREAS, the County of Hidalgo is entitled to cast a total of _____ votes in said election; and

WHEREAS, ballots must be returned by December 15, 2015 which is the deadline for accepting votes.

NOW THEREFORE BE IT RESOLVED by the County of Hidalgo does hereby cast _____ of votes for _____ for Hidalgo County Appraisal Board of Directors for 2016 - 2017.

READ, PASSED AND APPROVED at a regular meeting by the County of Hidalgo on this the_____ day of _____, 2015.

BY: _____
Ramon Garza, County Judge

ATTEST:

_____
Arturo Guajardo, Jr., County Clerk

AI-52429 **Executive Office** **9. D.**

CC - REGULAR

Meeting Date: 12/01/2015

Submitted By: Monica Badillo, EXECUTIVE OFFICE

Department: EXECUTIVE OFFICE

Information

CAPTION

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

Invoice Date	Disposition Date	Court #	Totaling
3/17/14	4/19/11	County Court #1	$ 300.00
3/20/14	10/14/10	County Court #2	$ 250.00
3/2/11 & 6/21/11	3/17/14	County Court #4	$ 550.00
Various (3 invoices)	3/14/14	County Court #5	$ 700.00
Various (6 invoices)	3/21/14 & 3/24/14	County Court #6	$1,450.00
		GRAND TOTAL FOR 13 INVOICES	**$3,250.00**

BACKGROUND

Acct. #5-1100-412-30-115-016-0-333

Fiscal Impact

FISCAL YEAR: 2015 **ACCT. #:** 5-1100-412-30-115-016-0-333

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

BUDGETARY IMPACT:

Funds available as of 11/25/15.

Attachments

invoices

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	11/24/2015 04:53 PM
Ivan Cantu	Ivan Cantu	11/25/2015 09:02 AM
Purchasing Department	Monica Badillo	11/25/2015 03:08 PM

Form Started By: Monica Badillo Started On: 11/24/2015 04:20 PM
Final Approval Date: 11/25/2015

COUNTY of HIDALGO

EDINBURG, TEXAS 78539

HIDALGO COUNTY AUDITOR'S OFFICE
County Administration Building 3rd Floor
100 East Cano
Edinburg, Texas 78539-3587
PHONE: (956) 318-2511
FAX: (956) 318-2577
WEBSITE: www.co.hidalgo.tx.us/auditor

MAILING ADDRESS:
HIDALGO COUNTY AUDITOR'S OFFICE
P. O. BOX 689
EDINBURG, TEXAS 78540-0689

OFFICE OF THE COUNTY AUDITOR

NOTICE OF DISCREPANCY AND/OR ADVISORY

DATE: April 25, 2014

TO: David Sinder

DEPARTMENT: Indigent Defense

FROM: Peggy Young

PHONE: (956) 318-2511 ext. 4621

REFERENCE: J. ROEL GARCIA/CR-10-10586-F, CR-10-10587-F, CR-11-6184-F, CR-10-12553-F, CR-11-3657-F, CR-11-9994-F, CR-10-11312-F, CR-10-11311-F, CR-10-6762-F, CR-10-7401-F, CR-11-12103-E, CR-11-556-E, CR-10-11794-E, CR-10-8968-A, CR-10-10521-B, CR-11-5919-D, CR-11-5920-D, CR-11-01422-D

We reviewed the attached attorney voucher(s) but were not able to process due to the reason indicated below:

[[EXPENDITURE INCURRED BEFORE PURCHASE ORDER ISSUED – PLEASE FOLLOW PROPER CLAIMS PROCEDURES

[ ] PURCHASE ORDER NUMBER IS INCONSISTENT WITH INVOICE

[ ] AMOUNT BILLED DOES NOT MATCH THE PURCHASE ORDER AMOUNT

[ ] VENDOR ON PURCHASE ORDER DOES NOT MATCH INVOICE

[ ] INSUFFICIENT DOCUMENTATION TO PROCESS PAYMENT

[ ] SIGNATURE OR DATE NOT PRESENT

[ ] SYSTEM SHOWS INVOICE PAID

[ ] INSUFFICIENT FUNDING IN ACCOUNT #_____AVAILABLE $.

[ ] NEEDS APPROVAL OF:

[ ] NEEDS COMPLIANCE WITH PURCHASING POLICY/STATUTES/CONTRACTS (SEE COMMENTS):

[ ] NEEDS CORRECTION (S):

[ ] NEEDS ADDITIONAL DOCUMENTATION i.e.,:

[X] OTHER: Hidalgo County Local Rules on Indigent Defense (referencing misdemeanor cases) Rule 8.01 (1) states "No claim will be paid unless properly submitted within 3 months of disposition." The attached vouchers were submitted after this time therefore, we are unable to pay these claims.

[[COMMENTS / RECOMMENDATION:

COUNTY AUDITOR'S FORM: RE-CA-020
REVISED: 10/2013

HIDALGO COUNTY DISTRICT JUDGES

JAIME E. TIJERINA 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.

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

ATTORNEY FEES EXPENSE CLAIM FORM (CRIMINAL CASES ONLY)

PURSUANT TO ARTICLE 26.05 CODE OF CRIMINAL PROCEDURE AS AMENDED

SECTION A — CASE INFORMATION

DEFENDANT NAME (SHOW ONLY ONE DEFENDANT PER CLAIM): JULIAN HINOJOSA

PID	881446	APPOINTMENT DATE	12/9/2010
DEGREE	MB	DISPOSITION DATE	4/19/2011

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

COURT NUMBER: COUNTY COURT 1

CASE NUMBER: CR-10-8968-A

FEE SCHEDULE

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

☐ INVESTIGATOR ☐ EXPERT ☐ OTHER:

(REIMBURSEMENTS FOR OTHER LEGAL SERVICES REQUIRE SUPPORTING DOCUMENTATION)

FEES SET BY COURT: 300.00 TOTAL: $200.00

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

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

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

DATE	TYPE OF WORK		SERVICES PROVIDED	AMOUNT
	INITIAL JAIL VISIT		☐	
	WRIT SECURING BOND REDUCTION		☐	
	SECURE JAIL RELEASE		☐	
4/19/2011	PLEA		☑	$200.00
	MOTION TO REVOKE / MOTION TO ADJUDICATE GUILT		☐	
	SUPPRESSION		☐	
	OTHER MISDEMEANOR CASE	Case #	☐	
	OTHER MISDEMEANOR CASE	Case #	☐	
	OTHER MISDEMEANOR CASE	Case #	☐	
	OTHER MISDEMEANOR CASE	Case #	☐	
			TOTAL	$200.00

SECTION C — LIST RELATED CASE NO.S

SECTION D — FELONY CASES / MISDEMEANOR TRIAL WORK

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

COUNTY AUDITOR 2011 MAR 19 PM 4:05

SECTION E — ATTORNEY INFORMATION

VENDOR NUMBER	TELEPHONE NUMBER	BAR CARD NUMBER
	956-867-2375	787516

MAILING ADDRESS: 125 W. CHEROKEE AVE. PHARR, TX 78577

SECTION F — CERTIFICATION

I, J. ROEL GARCIA

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

ATTORNEY AT LAW (SIGNATURE)

APPROVED: _____ THE 17 DAY OF March, 2014

PRESIDING JUDGE (SIGNATURE)

REVIEWED BY INDIGENT DEFENSE OFFICE

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

ATTORNEY FEES EXPENSE CLAIM FORM (CRIMINAL CASES ONLY)

PURSUANT TO ARTICLE 26.05 CODE OF CRIMINAL PROCEDURE AS AMENDED

SECTION A CASE INFORMATION

DEFENDANT NAME (SHOW ONLY ONE DEFENDANT PER CLAIM): JEREMY JOSEPH GARZA

PID	854079	APPOINTMENT DATE	10/5/2010
DEGREE	MA	DISPOSITION DATE	10/14/2010

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

COURT NUMBER	COUNTY COURT 2
CASE NUMBER	CR-10-10521-B

FEE SCHEDULE

DESCRIPTION	IN COURT	OUT OF COURT	AMOUNT
NON-TRIAL FEES			$250.00
TRIAL FEES	$0.00	$0.00	$0.00
OTHER LEGAL SERVICE			$0.00

☐ INVESTIGATOR ☐ EXPERT ☐ OTHER.

(REIMBURSEMENTS FOR OTHER LEGAL SERVICES REQUIRE SUPPORTING DOCUMENTATION)

FEES SET BY COURT: TOTAL $250.00

JUSTIFICATION FOR ADJUSTMENT PURSUANT TO ARTICLE 26.05(4)(C):
☐ COMPLEXITY OF THE CASE AND/OR COUNSEL'S EXPERIENCE ☑ OTHER.

SECTION B (MISDEMEANOR CASES ONLY) SERVICES PROVIDED BY ATTORNEY

DATE	TYPE OF WORK		SERVICES PROVIDED	AMOUNT
10/8/2010	INITIAL JAIL VISIT		☑	$50.00
	WRIT SECURING BOND REDUCTION		☐	
	SECURE JAIL RELEASE		☐	
10/14/2010	PLEA		☑	$200.00
	MOTION TO REVOKE / MOTION TO ADJUDICATE GUILT		☐	
	SUPPRESSION		☐	
	OTHER MISDEMEANOR CASE	Case #	☐	
	OTHER MISDEMEANOR CASE	Case #	☐	
	OTHER MISDEMEANOR CASE	Case #	☐	
	OTHER MISDEMEANOR CASE	Case #	☐	
			TOTAL	$250.00

SECTION C LIST RELATED CASE NO.S

RECEIVED BY COUNTY AUDITOR 2014 MAR 31 PM 4 19

SECTION D FELONY CASES / MISDEMEANOR TRIAL WORK

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

SECTION E ATTORNEY INFORMATION

VENDOR NUMBER	TELEPHONE NUMBER	BAR CARD NUMBER
	956-867-2375	787516

MAILING ADDRESS: 125 W. CHEROKEE AVE. PHARR, TX 78577

SECTION F CERTIFICATION

I, J. ROEL GARCIA

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

ATTORNEY AT LAW (SIGNATURE)

APPROVED: _____ THE 28 DAY OF Mar, 14

PRESIDING JUDGE (SIGNATURE)

REVIEWED BY INDIGENT DEFENSE OFFICE

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

ATTORNEY FEES EXPENSE CLAIM FORM (CRIMINAL CASES ONLY)

PURSUANT TO ARTICLE 26.05 CODE OF CRIMINAL PROCEDURE AS AMENDED

SECTION A CASE INFORMATION

DEFENDANT NAME (SHOW ONLY ONE DEFENDANT PER CLAIM): TOMAS DELGADO RIOS

PID	112970	APPOINTMENT DATE	1/18/2011
DEGREE	F3	DISPOSITION DATE	3/2/2011

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

COURT NUMBER: COUNTY COURT 4

CASE NUMBER: CR-11-1422-D

FEE SCHEDULE

DESCRIPTION	IN COURT	OUT OF COURT	AMOUNT
NON-TRIAL FEES			$250.00
TRIAL FEES	$0.00	$0.00	$0.00
OTHER LEGAL SERVICE			$0.00

☐ INVESTIGATOR ☐ EXPERT ☐ OTHER:

(REIMBURSEMENTS FOR OTHER LEGAL SERVICES REQUIRE SUPPORTING DOCUMENTATION)

FEES SET BY COURT: TOTAL $250.00

JUSTIFICATION FOR ADJUSTMENT PURSUANT TO ARTICLE 26.05(4)(C):
☐ COMPLEXITY OF THE CASE AND/OR COUNSEL'S EXPERIENCE ☑ OTHER:

SECTION B (MISDEMEANOR CASES ONLY) SERVICES PROVIDED BY ATTORNEY

DATE	TYPE OF WORK	SERVICES PROVIDED	AMOUNT
1/20/2011	INITIAL JAIL VISIT	☑	$50.00
	WRIT SECURING BOND REDUCTION	☐	
	SECURE JAIL RELEASE	☐	
3/2/2011	PLEA	☑	$200.00
	MOTION TO REVOKE / MOTION TO ADJUDICATE GUILT	☐	
	SUPPRESSION	☐	
	OTHER MISDEMEANOR CASE Case #	☐	
	OTHER MISDEMEANOR CASE Case #	☐	
	OTHER MISDEMEANOR CASE Case #	☐	
	OTHER MISDEMEANOR CASE Case #	☐	
		TOTAL	$250.00

RECEIVED BY COUNTY AUDITOR'S OFFICE MAR 17 2014

SECTION C LIST RELATED CASE NO.S

SECTION D FELONY CASES / MISDEMEANOR TRIAL WORK

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

SECTION E ATTORNEY INFORMATION

VENDOR NUMBER	TELEPHONE NUMBER	BAR CARD NUMBER
	956-867-2375	787516

MAILING ADDRESS: 125 W. CHEROKEE AVE. PHARR, TX 78577

SECTION F CERTIFICATION

I, J. ROEL GARCIA

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

ATTORNEY AT LAW (SIGNATURE)

APPROVED: PRESIDING JUDGE (SIGNATURE)

THE 17 DAY OF Mar., 2014

REVIEWED BY INDIGENT DEFENSE OFFICE

2-21-14 spoke to dcty about old cases 3 mo. to turn in.

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

ATTORNEY FEES EXPENSE CLAIM FORM (CRIMINAL CASES ONLY)

PURSUANT TO ARTICLE 26.05 CODE OF CRIMINAL PROCEDURE AS AMENDED

SECTION A — CASE INFORMATION

DEFENDANT NAME (SHOW ONLY ONE DEFENDANT PER CLAIM): HECTOR ZUNIGA LINAREZ

PID	857249	APPOINTMENT DATE	6/6/2011
DEGREE	MB	DISPOSITION DATE	6/21/2011

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

COURT NUMBER: COUNTY COURT 4

CASE NUMBER: CR-11-5919-D

FEE SCHEDULE

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

☐ INVESTIGATOR ☐ EXPERT ☐ OTHER:

(REIMBURSEMENTS FOR OTHER LEGAL SERVICES REQUIRE SUPPORTING DOCUMENTATION)

FEES SET BY COURT: TOTAL $300.00

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

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

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

DATE	TYPE OF WORK		SERVICES PROVIDED	AMOUNT
6/8/2011	INITIAL JAIL VISIT		☑	$50.00
	WRIT SECURING BOND REDUCTION		☐	
	SECURE JAIL RELEASE		☐	
6/21/2011	PLEA		☑	$200.00
	MOTION TO REVOKE / MOTION TO ADJUDICATE GUILT		☐	
	SUPPRESSION		☐	
	OTHER MISDEMEANOR CASE	Case # CR-11-5920-D	☑	$50.00
	OTHER MISDEMEANOR CASE	Case #	☐	
	OTHER MISDEMEANOR CASE	Case #	☐	
	OTHER MISDEMEANOR CASE	Case #	☐	
			TOTAL	$300.00

RECEIVED BY COUNTY AUDITOR'S OFFICE

SECTION C — LIST RELATED CASE NO.S

SECTION D — FELONY CASES / MISDEMEANOR TRIAL WORK

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

SECTION E — ATTORNEY INFORMATION

VENDOR NUMBER	TELEPHONE NUMBER	BAR CARD NUMBER
	956-867-2375	787516

MAILING ADDRESS: 125 W. CHEROKEE AVE. PHARR, TX 78577

SECTION F — CERTIFICATION

I, J. ROEL GARCIA

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

ATTORNEY AT LAW (SIGNATURE)

APPROVED: _____ THE 17 DAY OF March, 2014

PRESIDING JUDGE (SIGNATURE)

REVIEWED BY INDIGENT DEFENSE OFFICE

2/27/14 spoke to atty about 3 mo cutoff to submit.

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

ATTORNEY FEES EXPENSE CLAIM FORM (CRIMINAL CASES ONLY)

PURSUANT TO ARTICLE 26.05 CODE OF CRIMINAL PROCEDURE AS AMENDED

SECTION A — CASE INFORMATION

DEFENDANT NAME (SHOW ONLY ONE DEFENDANT PER CLAIM): CESAR ANTONIO AGUILAR

PID	1314074	APPOINTMENT DATE	11/23/2010
DEGREE	MA	DISPOSITION DATE	1/19/2011

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

COURT NUMBER: COUNTY COURT 5

CASE NUMBER: CR-10-11794-E

FEE SCHEDULE

DESCRIPTION	IN COURT	OUT OF COURT	AMOUNT
NON-TRIAL FEES			$250.00
TRIAL FEES	$0.00	$0.00	$0.00
OTHER LEGAL SERVICE			$0.00

☐ INVESTIGATOR ☐ EXPERT ☐ OTHER

(REIMBURSEMENTS FOR OTHER LEGAL SERVICES REQUIRE SUPPORTING DOCUMENTATION)

FEES SET BY COURT | TOTAL $250.00

JUSTIFICATION FOR ADJUSTMENT PURSUANT TO ARTICLE 26.05(4)(C):
☐ COMPLEXITY OF THE CASE AND/OR COUNSEL'S EXPERIENCE ☑ OTHER

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

DATE	TYPE OF WORK	SERVICES PROVIDED	AMOUNT
11/16/2010	INITIAL JAIL VISIT	☑	$50.00
	WRIT SECURING BOND REDUCTION	☐	
	SECURE JAIL RELEASE	☐	
1/19/2011	PLEA	☑	$200.00
	MOTION TO REVOKE / MOTION TO ADJUDICATE GUILT	☐	
	SUPPRESSION	☐	
	OTHER MISDEMEANOR CASE Case #	☐	
	OTHER MISDEMEANOR CASE Case #	☐	
	OTHER MISDEMEANOR CASE Case #	☐	
	OTHER MISDEMEANOR CASE Case #	☐	
		TOTAL	$250.00

SECTION C — LIST RELATED CASE NO.S

SECTION D — FELONY CASES / MISDEMEANOR TRIAL WORK

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

SECTION E — ATTORNEY INFORMATION

VENDOR NUMBER	TELEPHONE NUMBER	BAR CARD NUMBER
	956-867-2375	787516

MAILING ADDRESS: 125 W. CHEROKEE AVE. PHARR, TX 78577

SECTION F — CERTIFICATION

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

ATTORNEY AT LAW (SIGNATURE)

APPROVED: _____ THE 14 DAY OF March, 2014

PRESIDING JUDGE (SIGNATURE)

REVIEWED BY INDIGENT DEFENSE OFFICE

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

ATTORNEY FEES EXPENSE CLAIM FORM (CRIMINAL CASES ONLY)

PURSUANT TO ARTICLE 26.05 CODE OF CRIMINAL PROCEDURE AS AMENDED

SECTION A — CASE INFORMATION

DEFENDANT NAME (SHOW ONLY ONE DEFENDANT PER CLAIM): JONATHAN CASAREZ APARICIO

PID	1163384	APPOINTMENT DATE	5/17/2011
DEGREE	MA	DISPOSITION DATE	5/17/2011

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

COURT NUMBER: COUNTY COURT 5

CASE NUMBER: CR-11-556-E

FEE SCHEDULE

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

☐ INVESTIGATOR ☐ EXPERT ☐ OTHER:

(REIMBURSEMENTS FOR OTHER LEGAL SERVICES REQUIRE SUPPORTING DOCUMENTATION)

FEES SET BY COURT: TOTAL $200.00

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

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

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

DATE	TYPE OF WORK	SERVICES PROVIDED	AMOUNT
	INITIAL JAIL VISIT	☐	
	WRIT SECURING BOND REDUCTION	☐	
	SECURE JAIL RELEASE	☐	
5/17/2011	PLEA	☑	$200.00
	MOTION TO REVOKE / MOTION TO ADJUDICATE GUILT	☐	
	SUPPRESSION	☐	
	OTHER MISDEMEANOR CASE Case #	☐	
	OTHER MISDEMEANOR CASE Case #	☐	
	OTHER MISDEMEANOR CASE Case #	☐	
	OTHER MISDEMEANOR CASE Case #	☐	
		TOTAL	$200.00

SECTION C — LIST RELATED CASE NO.S

SECTION D — FELONY CASES / MISDEMEANOR TRIAL WORK

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

SECTION E — ATTORNEY INFORMATION

VENDOR NUMBER	TELEPHONE NUMBER	BAR CARD NUMBER
	956-867-2375	787516

MAILING ADDRESS: 125 W. CHEROKEE AVE. PHARR, TX 78577

SECTION F — CERTIFICATION

I, J. ROEL GARCIA

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

ATTORNEY AT LAW (SIGNATURE)

APPROVED: _____ THE 14 DAY OF March, 2014

PRESIDING JUDGE (SIGNATURE)

☐ REVIEWED BY INDIGENT DEFENSE OFFICE

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

ATTORNEY FEES EXPENSE CLAIM FORM (CRIMINAL CASES ONLY)

PURSUANT TO ARTICLE 26.05 CODE OF CRIMINAL PROCEDURE AS AMENDED

SECTION A CASE INFORMATION

DEFENDANT NAME (SHOW ONLY ONE DEFENDANT PER CLAIM): JOSE IGNACIO OLGUIN

PID	1363223	APPOINTMENT DATE	10/26/2011
DEGREE	MA	DISPOSITION DATE	11/8/2011

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

COURT NUMBER: COUNTY COURT 5

CASE NUMBER: CR-11-12103-E

FEE SCHEDULE

DESCRIPTION	IN COURT	OUT OF COURT	AMOUNT
NON-TRIAL FEES			$250.00
TRIAL FEES	$0.00	$0.00	$0.00
OTHER LEGAL SERVICE			$0.00

☐ INVESTIGATOR ☐ EXPERT ☐ OTHER:

(REIMBURSEMENTS FOR OTHER LEGAL SERVICES REQUIRE SUPPORTING DOCUMENTATION)

FEES SET BY COURT: TOTAL $250.00

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

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

SECTION B (MISDEMEANOR CASES ONLY) SERVICES PROVIDED BY ATTORNEY

DATE	TYPE OF WORK	SERVICES PROVIDED	AMOUNT
10/28/2011	INITIAL JAIL VISIT	☑	$50.00
	WRIT SECURING BOND REDUCTION	☐	
	SECURE JAIL RELEASE	☐	
11/8/2011	PLEA	☑	$200.00
	MOTION TO REVOKE / MOTION TO ADJUDICATE GUILT	☐	
	SUPPRESSION	☐	
	OTHER MISDEMEANOR CASE Case #	☐	
	OTHER MISDEMEANOR CASE Case #	☐	
	OTHER MISDEMEANOR CASE Case #	☐	
	OTHER MISDEMEANOR CASE Case #	☐	
		TOTAL	$250.00

SECTION C LIST RELATED CASE NO.S

SECTION D FELONY CASES / MISDEMEANOR TRIAL WORK

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

SECTION E ATTORNEY INFORMATION

VENDOR NUMBER	TELEPHONE NUMBER	BAR CARD NUMBER
	956-867-2375	787516

MAILING ADDRESS: 125 W. CHEROKEE AVE. PHARR, TX 78577

SECTION F CERTIFICATION

I, J. ROEL GARCIA

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

ATTORNEY AT LAW (SIGNATURE)

APPROVED: _____ THE 14 DAY OF March, 2014

PRESIDING JUDGE (SIGNATURE)

REVIEWED BY INDIGENT DEFENSE OFFICE

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

ATTORNEY FEES EXPENSE CLAIM FORM (CRIMINAL CASES ONLY)

PURSUANT TO ARTICLE 26.05 CODE OF CRIMINAL PROCEDURE AS AMENDED

SECTION A — CASE INFORMATION

DEFENDANT NAME (SHOW ONLY ONE DEFENDANT PER CLAIM): DIANA GARCIA BAUMAN

PID	1317434	APPOINTMENT DATE	5/25/2011
DEGREE	MB	DISPOSITION DATE	7/26/2011

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

COURT NUMBER: COUNTY COURT 6

CASE NUMBER: CR-11-6184-F

FEE SCHEDULE

DESCRIPTION	IN COURT	OUT OF COURT	AMOUNT
NON-TRIAL FEES			$250.00
TRIAL FEES	$0.00	$0.00	$0.00
OTHER LEGAL SERVICE			$0.00

☐ INVESTIGATOR ☐ EXPERT ☐ OTHER:

(REIMBURSEMENTS FOR OTHER LEGAL SERVICES REQUIRE SUPPORTING DOCUMENTATION)

FEES SET BY COURT: TOTAL $250.00

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

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

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

DATE	TYPE OF WORK		SERVICES PROVIDED	AMOUNT
	INITIAL JAIL VISIT		☐	
	WRIT SECURING BOND REDUCTION		☐	
	SECURE JAIL RELEASE		☐	
7/26/2011	PLEA		☑	$200.00
	MOTION TO REVOKE / MOTION TO ADJUDICATE GUILT		☐	
	SUPPRESSION		☐	
	OTHER MISDEMEANOR CASE	Case # CR-10-12553-F	☑	$50.00
	OTHER MISDEMEANOR CASE	Case #	☐	
	OTHER MISDEMEANOR CASE	Case #	☐	
	OTHER MISDEMEANOR CASE	Case #	☐	
			TOTAL	$250.00

SECTION C — LIST RELATED CASE NO.S

RECEIVED BY COUNTY AUDITOR 2014 MAR 25 PM 4 28

SECTION D — FELONY CASES / MISDEMEANOR TRIAL WORK

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

SECTION E — ATTORNEY INFORMATION

VENDOR NUMBER	TELEPHONE NUMBER	BAR CARD NUMBER
	956-867-2375	787516

MAILING ADDRESS: 125 W. CHEROKEE AVE. PHARR, TX 78577

SECTION F — CERTIFICATION

I, J. ROEL GARCIA

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

ATTORNEY AT LAW (SIGNATURE)

APPROVED: PRESIDING JUDGE (SIGNATURE)

THE 24 DAY OF March, 2014

REVIEWED BY INDIGENT DEFENSE OFFICE

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

ATTORNEY FEES EXPENSE CLAIM FORM (CRIMINAL CASES ONLY)

PURSUANT TO ARTICLE 26.05 CODE OF CRIMINAL PROCEDURE AS AMENDED

SECTION A — CASE INFORMATION

DEFENDANT NAME (SHOW ONLY ONE DEFENDANT PER CLAIM): RICK RAMIREZ VILLANUEVA

PID	1317810	APPOINTMENT DATE	6/1/2011
DEGREE	MB	DISPOSITION DATE	11/1/2011

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

COURT NUMBER: COUNTY COURT 6

CASE NUMBER: CR-11-3657-F

FEE SCHEDULE

DESCRIPTION	IN COURT	OUT OF COURT	AMOUNT
NON-TRIAL FEES			$250.00
TRIAL FEES	$0.00	$0.00	$0.00
OTHER LEGAL SERVICE			$0.00

☐ INVESTIGATOR ☐ EXPERT ☐ OTHER:

(REIMBURSEMENTS FOR OTHER LEGAL SERVICES REQUIRE SUPPORTING DOCUMENTATION)

FEES SET BY COURT: TOTAL $250.00

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

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

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

DATE	TYPE OF WORK		SERVICES PROVIDED	AMOUNT
	INITIAL JAIL VISIT		☐	
	WRIT SECURING BOND REDUCTION		☐	
	SECURE JAIL RELEASE		☐	
11/1/2011	PLEA		☑	$200.00
	MOTION TO REVOKE / MOTION TO ADJUDICATE GUILT		☐	
	SUPPRESSION		☐	
	OTHER MISDEMEANOR CASE	Case # CR-11-9994-F	☑	$50.00
	OTHER MISDEMEANOR CASE	Case #	☐	
	OTHER MISDEMEANOR CASE	Case #	☐	
	OTHER MISDEMEANOR CASE	Case #	☐	
			TOTAL	$250.00

SECTION C — LIST RELATED CASE NO.S

RECEIVED BY COUNTY AUDITOR
2014 MAR 25 PM 4 28

SECTION D — FELONY CASES / MISDEMEANOR TRIAL WORK

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

SECTION E — ATTORNEY INFORMATION

VENDOR NUMBER	TELEPHONE NUMBER	BAR CARD NUMBER
	956-867-2375	787516

MAILING ADDRESS: 125 W. CHEROKEE AVE. PHARR, TX 78577

SECTION F — CERTIFICATION

I, J. ROEL GARCIA

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

ATTORNEY AT LAW (SIGNATURE)

APPROVED: _____ THE 21 DAY OF March 2014

PRESIDING JUDGE (SIGNATURE)

☐ REVIEWED BY INDIGENT DEFENSE OFFICE

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

ATTORNEY FEES EXPENSE CLAIM FORM (CRIMINAL CASES ONLY)

PURSUANT TO ARTICLE 26.05 CODE OF CRIMINAL PROCEDURE AS AMENDED

SECTION A **CASE INFORMATION**

DEFENDANT NAME (SHOW ONLY ONE DEFENDANT PER CLAIM)

JESUS CANTU GARZA

PID	433869	APPOINTMENT DATE	11/17/2010
DEGREE	MB	DISPOSITION DATE	9/8/2011

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

COURT NUMBER	COUNTY COURT 6
CASE NUMBER	CR-10-10586-F

FEE SCHEDULE

DESCRIPTION	IN COURT	OUT OF COURT	AMOUNT
NON-TRIAL FEES			$250.00
TRIAL FEES	$0.00	$0.00	$0.00
OTHER LEGAL SERVICE			$0.00

☐ INVESTIGATOR ☐ EXPERT ☐ OTHER:

(REIMBURSEMENTS FOR OTHER LEGAL SERVICES REQUIRE SUPPORTING DOCUMENTATION)

FEES SET BY COURT ____ TOTAL $250.00

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

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

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

DATE	TYPE OF WORK		SERVICES PROVIDED	AMOUNT
	INITIAL JAIL VISIT		☐	
	WRIT SECURING BOND REDUCTION		☐	
	SECURE JAIL RELEASE		☐	
	PLEA		☐	
	MOTION TO REVOKE / MOTION TO ADJUDICATE GUILT		☐	
9/8/2011	SUPPRESSION		☑	$200.00
	OTHER MISDEMEANOR CASE	Case # CR-10-10587-F	☑	$50.00
	OTHER MISDEMEANOR CASE	Case #	☐	
	OTHER MISDEMEANOR CASE	Case #	☐	
	OTHER MISDEMEANOR CASE	Case #	☐	
			TOTAL	$250.00

SECTION C LIST RELATED CASE NO.S

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

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

RECEIVED BY COUNTY AUDITOR 2014 MAR 25 PM 4 28

SECTION E **ATTORNEY INFORMATION**

VENDOR NUMBER	TELEPHONE NUMBER	BAR CARD NUMBER
	956-867-2375	787516

MAILING ADDRESS

125 W. CHEROKEE AVE. PHARR, TX 78577

SECTION F **CERTIFICATION**

I, J. ROEL GARCIA

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

ATTORNEY AT LAW (SIGNATURE)

APPROVED: _____ THE 21 DAY OF March 2014

PRESIDING JUDGE (SIGNATURE)

REVIEWED BY INDIGENT DEFENSE OFFICE

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

ATTORNEY FEES EXPENSE CLAIM FORM (CRIMINAL CASES ONLY)

PURSUANT TO ARTICLE 26.05 CODE OF CRIMINAL PROCEDURE AS AMENDED

SECTION A CASE INFORMATION

DEFENDANT NAME (SHOW ONLY ONE DEFENDANT PER CLAIM)

JOVANNA LEE MARROQUIN HERNANDEZ

PID	1229731	APPOINTMENT DATE	9/29/2010
DEGREE	MB	DISPOSITION DATE	2/17/2011

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

COURT NUMBER: COUNTY COURT 6

CASE NUMBER: CR-10-7401-F

FEE SCHEDULE

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

☐ INVESTIGATOR ☐ EXPERT ☐ OTHER:

(REIMBURSEMENTS FOR OTHER LEGAL SERVICES REQUIRE SUPPORTING DOCUMENTATION)

FEES SET BY COURT: TOTAL $200.00

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

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

SECTION B (MISDEMEANOR CASES ONLY) SERVICES PROVIDED BY ATTORNEY

DATE	TYPE OF WORK		SERVICES PROVIDED	AMOUNT
	INITIAL JAIL VISIT		☐	
	WRIT SECURING BOND REDUCTION		☐	
	SECURE JAIL RELEASE		☐	
2/17/2011	PLEA		☑	$200.00
	MOTION TO REVOKE / MOTION TO ADJUDICATE GUILT		☐	
	SUPPRESSION		☐	
	OTHER MISDEMEANOR CASE	Case #	☐	
	OTHER MISDEMEANOR CASE	Case #	☐	
	OTHER MISDEMEANOR CASE	Case #	☐	
	OTHER MISDEMEANOR CASE	Case #	☐	
			TOTAL	$200.00

SECTION C LIST RELATED CASE NO.S

RECEIVED BY COUNTY AUDITOR 2014 MAR 25 PM 4

SECTION D FELONY CASES / MISDEMEANOR TRIAL WORK

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

SECTION E ATTORNEY INFORMATION

VENDOR NUMBER	TELEPHONE NUMBER	BAR CARD NUMBER
	956-867-2375	787516

MAILING ADDRESS

125 W. CHEROKEE AVE. PHARR, TX 78577

SECTION F CERTIFICATION

I, J. ROEL GARCIA

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

ATTORNEY AT LAW (SIGNATURE)

APPROVED: *PRESIDING JUDGE (SIGNATURE)* THE 21 DAY OF March 2014

REVIEWED BY INDIGENT DEFENSE OFFICE

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

ATTORNEY FEES EXPENSE CLAIM FORM (CRIMINAL CASES ONLY)

PURSUANT TO ARTICLE 26.05 CODE OF CRIMINAL PROCEDURE AS AMENDED

SECTION A CASE INFORMATION

DEFENDANT NAME (SHOW ONLY ONE DEFENDANT PER CLAIM): CANDY LISBETN ESTRADA DURAN

PID	1290745	APPOINTMENT DATE	9/29/2010
DEGREE	MB	DISPOSITION DATE	1/27/2011

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

COURT NUMBER: COUNTY COURT 6

CASE NUMBER: CR-10-6762-F

FEE SCHEDULE

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

☐ INVESTIGATOR ☐ EXPERT ☐ OTHER:

(REIMBURSEMENTS FOR OTHER LEGAL SERVICES REQUIRE SUPPORTING DOCUMENTATION)

FEES SET BY COURT: TOTAL $200.00

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

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

SECTION B (MISDEMEANOR CASES ONLY) SERVICES PROVIDED BY ATTORNEY

DATE	TYPE OF WORK		SERVICES PROVIDED	AMOUNT
	INITIAL JAIL VISIT		☐	
	WRIT SECURING BOND REDUCTION		☐	
	SECURE JAIL RELEASE		☐	
1/27/2011	PLEA		☑	$200.00
	MOTION TO REVOKE / MOTION TO ADJUDICATE GUILT		☐	
	SUPPRESSION		☐	
	OTHER MISDEMEANOR CASE	Case #	☐	
	OTHER MISDEMEANOR CASE	Case #	☐	
	OTHER MISDEMEANOR CASE	Case #	☐	
	OTHER MISDEMEANOR CASE	Case #	☐	
			TOTAL	$200.00

SECTION C LIST RELATED CASE NO.S

RECEIVED BY COUNTY AUDITOR 2014 MAR 25 PM 4 28

SECTION D FELONY CASES / MISDEMEANOR TRIAL WORK

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

SECTION E ATTORNEY INFORMATION

VENDOR NUMBER	TELEPHONE NUMBER	BAR CARD NUMBER
	956-867-2375	787516

MAILING ADDRESS: 125 W. CHEROKEE AVE. PHARR, TX 78577

SECTION F CERTIFICATION

I, J. ROEL GARCIA

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

ATTORNEY AT LAW (SIGNATURE)

APPROVED: _____ PRESIDING JUDGE (SIGNATURE)

THE 21 DAY OF March 2014

☐ REVIEWED BY INDIGENT DEFENSE OFFICE

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

ATTORNEY FEES EXPENSE CLAIM FORM (CRIMINAL CASES ONLY)

PURSUANT TO ARTICLE 26.05 CODE OF CRIMINAL PROCEDURE AS AMENDED

SECTION A CASE INFORMATION

DEFENDANT NAME (SHOW ONLY ONE DEFENDANT PER CLAIM): JOSE PEREZ

PID	1284409	APPOINTMENT DATE	10/25/2010
DEGREE	MB	DISPOSITION DATE	11/4/2010

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

COURT NUMBER: COUNTY COURT 16

CASE NUMBER: CR-10-11312-F

FEE SCHEDULE

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

☐ INVESTIGATOR ☐ EXPERT ☐ OTHER:

(REIMBURSEMENTS FOR OTHER LEGAL SERVICES REQUIRE SUPPORTING DOCUMENTATION)

FEES SET BY COURT: 300 TOTAL: $300.00

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

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

SECTION B (MISDEMEANOR CASES ONLY) SERVICES PROVIDED BY ATTORNEY

DATE	TYPE OF WORK		SERVICES PROVIDED	AMOUNT
10/27/2010	INITIAL JAIL VISIT		☑	$50.00
	WRIT SECURING BOND REDUCTION		☐	
	SECURE JAIL RELEASE		☐	
11/4/2010	PLEA		☑	$200.00
	MOTION TO REVOKE / MOTION TO ADJUDICATE GUILT		☐	
	SUPPRESSION		☐	
	OTHER MISDEMEANOR CASE	Case # CR-10-11311-F	☑	$50.00
	OTHER MISDEMEANOR CASE	Case #	☐	
	OTHER MISDEMEANOR CASE	Case #	☐	
	OTHER MISDEMEANOR CASE	Case #	☐	
			TOTAL	$300.00

SECTION C LIST RELATED CASE NO.S

RECEIVED BY COUNTY AUDITOR 2014 MAR 25 PM 4 30

SECTION D FELONY CASES / MISDEMEANOR TRIAL WORK

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

SECTION E ATTORNEY INFORMATION

VENDOR NUMBER	TELEPHONE NUMBER	BAR CARD NUMBER
	956-867-2375	787516

MAILING ADDRESS: 125 W. CHEROKEE AVE. PHARR, TX 78577

SECTION F CERTIFICATION

I, J. ROEL GARCIA

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

ATTORNEY AT LAW (SIGNATURE)

APPROVED: _____ PRESIDING JUDGE (SIGNATURE)

THE 24 DAY OF March 2014

REVIEWED BY INDIGENT DEFENSE OFFICE

AI-52341 **Executive Office** **9. E.**

CC - REGULAR

Meeting Date: 12/01/2015

Submitted For: Norma Ceballos, COMM. PCT. #3

Submitted By: Monica Badillo, EXECUTIVE OFFICE

Department: COMM. PCT. #3

Information

CAPTION

Discussion and possible action to authorize Valde Guerra, County Executive Officer, to sign certification of Tabulation of Utility Adjustments (SUP) for FM 681 ROW CSJ: 0669-01-051/0862-01-046

BACKGROUND

Fiscal Impact

Attachments

form
check
email

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	11/20/2015 09:39 AM
Purchasing Department	Monica Badillo	11/25/2015 03:08 PM
Form Started By: Monica Badillo		Started On: 11/19/2015 04:33 PM
Final Approval Date: 11/25/2015		

Texas Department of Transportation
Form ROW-U-45
Rev. 3/2004
GSD-EPC

TABULATION OF UTILITY ADJUSTMENTS (SUP)

Date: 11/19/15

Federal Project No.: STP1102(025)MM

District: Pharr

ROW CSJ: 0669-01-052
0862-01-046

County of Hidalgo, Texas

Highway: FM 681

Utility Company	Utility Agreement Number	Amount of Final Billing	Firm Commitment or Net Cost to County/City	Amount of Requested Reimbursement
SWSC	U-13697	$ 88,986.30	$ 1,334.79	$ 87,651.51
	U-	$	$	$
	U-	$	$	$
	U-	$	$	$
	U-	$	$	$

CERTIFICATION

I hereby certify that the above utility adjustment(s) were made in full accordance with the provisions of the Contractual Agreement between the County/City of Hidalgo, Texas, and the State of Texas, and the amount(s) shown herein under “Firm Commitment or Net Cost to County/City” were accordingly paid to the utility company(ies) and documentary evidence to this effect is contained in the County records.

Authorized Local Government Representative

Date

NORMA G. GARCIA
HIDALGO COUNTY TREASURER
2810 South Business Hwy 281
Edinburg, TX 78539-6243

Check Date	Check No.	Amount
11/17/15	00016496	$88,986.30

PAY CAPITAL PROJECTS
EIGHTY EIGHT THOUSAND NINE HUNDRED EIGHTY SIX DOLLARS AND 30 CENTS

TO THE ORDER OF
SHARYLAND WATER SUPPLY CORP
P.O. BOX 1868
MISSION TX 78573-0031

NON-NEGOTIABLE

COPY COPY COPY COPY

DATE	CHECK NO.	VENDOR NO.
11/17/15	00016496	34088

VENDOR: SHARYLAND WATER SUPPLY CORP

INVOICE	DESCRIPTION	P.O. NUMBER	AMOUNT PAID
5748	FM681/FM2221(WATERLINE ADJ&RELOCATION)		1,334.79
5748	FM681/FM2221(WATERLINE ADJ&RELOCATION)		87,651.51

Account No	Payment Amount Total
5-1315-126-20-000-013-0-000	87,651.51
5-1315-431-00-123-070-0-841	1,334.79

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

FW: FM 681 SWSC Final Payment Request 0669-01-052/0862-01-046

From : TJ Arredondo <tj.arredondo@hchd.org> Thu, Nov 19, 2015 12:09 PM
Subject : FW: FM 681 SWSC Final Payment Request 0669-01-052/0862-01-046 6 attachments
To : 'Monica Badillo' <monica.badillo@co.hidalgo.tx.us>
Cc : rmacheska@lgengineers.com, norma ceballos <norma.ceballos@co.hidalgo.tx.us>

Moni, an item went before the CC on 8-25-15 granting Valde authority to sign a similar certification as the attached above. I would recommend that we follow the same procedure.

The line item for this one should read: "Discussion and possible action to authorize Valde Guerra, County Executive Officer, to sign certification of Tabulation of Utility Adjustments (SUP) for FM 681 ROW CSJ: 0669-01-051/0862-01-046"

That, along with both attachments should suffice.

Thank You.

T.J. Arredondo, CFM
Director of Planning

From: Robert Macheska [mailto:rmacheska@lgengineers.com]
Sent: Thursday, November 19, 2015 10:15 AM
To: norma.ceballos@co.hidalgo.tx.us; tj.arredondo@hchd.org
Cc: Linda Fong
Subject: FW: FM 681 SWSC Final Payment Request 0669-01-052/0862-01-046

Norma/TJ,

Now that we have made payment to SWSC, the County needs to execute the attached certification that work was done and payment was made. I believe Commissioner's Court decided to have Valde sign this form from now on but I'm not sure. If it needs Commissioner's Court action I'm not sure which department the agenda item should come from (Executive Office, Auditor, Planning or the Pct). Can you all please coordinate getting this signed, as it is a requirement to get reimbursed by TxDOT. I will need an original so once it is signed, please let me know and I can pick it up from whoever has it. Thanks all and please let me know if there are any questions…

Robert Macheska, P.E., CFM
Project Manager

900 S. Stewart Rd., Ste. 9
Mission, Tx 78572
Ofc: (956) 585-1909
Fax: (956) 585-1927
Cell: (956) 684-8698
www.lgengineers.com
www.lgengineers.com/laboratory

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From: Lupita Garza [mailto:lupita.garza@auditor.co.hidalgo.tx.us]
Sent: Tuesday, November 17, 2015 3:27 PM
To: Robert Macheska
Cc: 'Elizabeth Cano'; 'Linda Fong'
Subject: RE: FM 681 SWSC Final Payment Request 0669-01-052/0862-01-046

Mr. Macheska,

Good afternoon, attached is copy of the check issued to Sharyland Water Supply for project FM681/FM2221.

Respectfully,
Lupita Garza
Accounts Payable Specialist III

From: Linda Fong [mailto:linda.fong@auditor.co.hidalgo.tx.us]
Sent: Thursday, November 12, 2015 8:56 AM
To: Lupita Garza
Cc: Elizabeth Cano
Subject: FW: FM 681 SWSC Final Payment Request 0669-01-052/0862-01-046

Please issue payment to the Sharyland Water Supply Corporation. See TXDOT's approval below. Also, once payment is made, please email Robert Macheska (L&G) a copy of the check.

Thanks.

From: Robert Macheska [mailto:rmacheska@lgengineers.com]
Sent: Wednesday, November 11, 2015 1:51 PM
To: Linda Fong
Cc: tj.arredondo@hchd.org; Norma Ceballos; mingo.villarreal@co.hidalgo.tx.us; Robert Garcia; Joe Califa
Subject: FW: FM 681 SWSC Final Payment Request 0669-01-052/0862-01-046

Linda,

Please see TxDOT's approval for payment to Sharyland Water Supply Corporation in the amount of $88,986.30 below. I have attached your original approval letter to TxDOT (from June 23rd) as a reference. Please note that TxDOT has determined that SWSC is eligible for a little higher payment then originally requested ($86,867.84). I have attached a revised invoice from SWSC reflecting the $88,986.30 and will have Pct. #3 approve the original invoice and submit to your office. Please advise if you need any other documentation to issue payment. Once payment is issued I will need a copy of the check to submit to TxDOT for reimbursement. Thanks for all your help on this Linda, and should you have any other questions, please let me know…

Robert Macheska, P.E., CFM
Project Manager

L&G Engineering
Transportation Consulting Engineers

900 S. Stewart Rd., Ste. 9
Mission, Tx 78572
Ofc: (956) 585-1909
Fax: (956) 585-1927
Cell: (956) 684-8698
www.lgengineers.com
www.lgengineers.com/laboratory

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From: Hazel Zepeda [mailto:Hazel.Zepeda@txdot.gov]
Sent: Tuesday, November 10, 2015 10:42 AM
To: Robert Macheska
Cc: Joe Califa; Robert Garcia; Evan Roberts; Silverio Salas Jr; Arturo Lopez
Subject: FM 681 SWSC Final Payment Request 0669-01-052/0862-01-046

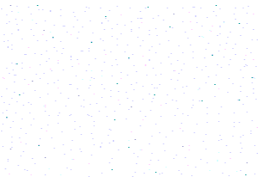
Robert,

Division has finalized their review for Sharyland Water Supply Corp. (SWSC) final payment. Based on the total Construction amount of $131,035.63, and an eligibility ratio of 67.91% the amount due to SWSC is $88,986.30.

Please inform Hidalgo County to issue payment. Once payment has been made to SWSC, resubmit the attached ROW-U-45 form along with a copy of the check so that I may process payment.

Hazel M. Zepeda
Utility Coordinator
Pharr District
600 W. Interstate 2
Pharr, Texas 78577
(956) 702-6129 (direct)
(956) 378-8688 (cell)
Hazel.zepeda@txdot.gov

Talk. Text. Crash.



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04-016496.pdf
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FM 681 SWSC Form U-45 County Certification.docx
41 KB

AI-52447 **Public Defender's Office** **10. A.**

CC - REGULAR

Meeting Date: 12/01/2015

Submitted For: Erika Reyna, COUNTY JUDGE **Submitted By:** Monica Badillo, EXECUTIVE OFFICE

Department: COUNTY JUDGE

Information

CAPTION

Discussion and approval of letter to the Texas Indigent Defense Commission in support of Hidalgo County's participation in the Regional Public Defender Office for Capital Cases.

BACKGROUND

Fiscal Impact

Attachments

letter

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Monica Badillo	11/25/2015 03:08 PM
Form Started By: Monica Badillo		Started On: 11/25/2015 02:59 PM
Final Approval Date: 11/25/2015		

November 30, 2015

James D. Bethke
Executive Director
Texas Indigent Defense Commission
209 W. 14th St, Room 202
Austin, TX 78701

Dear Mr. Bethke:

We are writing today in support of Hidalgo County's participation in the Regional Public Defender Office for Capital Cases (RPDO). We understand the legislature allocated $500,000 over the FY16/17 biennium to partially fund a capital public defender program in Hidalgo and Cameron Counties. We further understand that Cameron County has elected not to participate with the program. After consideration of the RPDO proposal to open a satellite office to provide representation to indigent defendants charged with capital murder, Hidalgo County will enter into an inter-local agreement with Lubbock County to provide matching funds to open an office in our jurisdiction and establish the terms of the services to be provided by the RPDO.

Implementation of the RPDO program will also affect the district courts in Hidalgo County. The district judge in Hidalgo County have met with the Chief Defender of the RPDO, Jack Stoffregen, and have agreed to participate with the program. The district judges will appoint the RPDO to represent indigent defendants in capital murder cases according to the procedures and caseload limits established for the office in the inter-local agreement.

We look forward to this new partnership with the Texas Indigent Defense Commission and Lubbock County to provide effective representation to capital murder charged defendants in Hidalgo County.

Sincerely,

Ramon Garcia
Hidalgo County Judge

Roberto "Bobby" Flores
Presiding Judge, 139th District Court
Local Administrative District Judge, Hidalgo County

AI-52400 **Human Resources** **11. A.**

CC - REGULAR

Meeting Date: 12/01/2015

Submitted By: Diana Munoz, HUMAN RESOURCES

Department: HUMAN RESOURCES

Information

CAPTION

Community Service Agency:
1. Discussion, consideration, and approval to reclassify one (1) regular full-time position as follows:

Slot#	Position Title	Current Budgeted Salary	Proposed Position Title	Proposed Budgeted Salary
0009	IT Security Engineer	$34,320.00	Information Technology Manager	$49,000.00

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

BACKGROUND

Fiscal Impact

Attachments

JOB DESCRIPTION
PAR FORM
Classification Committee Form

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	11/24/2015 03:36 PM
Purchasing Department	Monica Badillo	11/25/2015 03:08 PM
Form Started By: Diana Munoz		Started On: 11/23/2015 04:40 PM
Final Approval Date: 11/25/2015		

HIDALGO COUNTY COMMUNITY SERVICE AGENCY

INFORMATION TECHNOLOGY MANAGER

ALL POSITIONS WITH CSA ARE CONTINGENT ON FUNDING ON A YEAR-TO-YEAR BASIS

GENERAL DESCRIPTION

Performs complex (senior-level) managerial work in an IT environment. Work involves overseeing the daily operations and activities of a county department's IT program(s), establishing goals and objectives; developing guidelines, procedures, rules, and regulations; developing schedules, priorities, and standards for achieving established goals; coordinating and evaluating program activities; and developing and evaluating budget requests. Organizes and manages major/highly complex information technology projects that are part of the strategic, key technology direction for the county. Responsible for planning, resource and management of overall network administration. Plans, assigns, and supervises the work of others.

EXAMPLES OF WORK PERFORMED

Plan, organize, and manage assigned division to achieve goals within budgeted funds and available personnel

Determine goals and objectives, establish policies and procedures, and delegate assignments to staff as projects dictate

Will design and develop complex enterprise server systems

Plan and establish standards and specifications for network computer systems

Develop strategic plans and policy documents that provide solutions to a wide variety of difficult problems of diverse scope and that ensure enhanced efficiency between internal staff and customer departments

Ensure and monitor adherence to standards and specifications

Develop moderately complex to complex computer systems' applications including the analysis of business

Prepare and present summary reports on division activities

Participate in the development and implementation of IT related policies and procedures

Will be an enterprise lead for LAN management and implementation of enterprise distributed Directory Structure

Will be an enterprise WEB architect for transaction processing systems

Overall responsibility for large LAN/user support environment

Will be operations lead for support functions for enterprise server systems

System programming for complex mid-frame or mainframe server environments

Performs related work as assigned

GENERAL QUALIFICATION GUIDELINES

Experience and Education

Seven (7) years of technical service experience in the use of computer hardware, software or related field

Experience providing technical support functions or training in an IT environment plus three (3) years IT management experience

Graduation from an accredited four (4) year college or university with major course work in field related to the job

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

Certificates, Licenses, Registration

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

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

Knowledge, Skills, and Abilities

Ability to understand issues that relate aspects of and/or parts of a project to the overall circumstances and needs of the organization is also required

Ability to understand technical and reference manuals

Knowledge of systems design and development practices, concepts and methods

Able to install, configure and maintain software and hardware connected to a LAN

Must use judgment in determining the most appropriate methods and procedures to complete assignments

Able to clarify and resolve technical and policy issues that arise during the project

Ability to effectively manage and supervise staff
Ability to maintain good working relationships with County employees, representatives of outside agencies, and members of the public

Contact is primarily with county employees, systems and network users, management, vendors and contractors to provide and exchange technical information, to plan and coordinate work activities and to resolve project issues and/or technical 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 required to sit and use hands to fingers, or feel objects, tools or controls. The employee is required to stand; walk; reach with hands and arms; and stoop, kneel

The employee must occasionally lift and/or move up to twenty-five (25) pounds. Specific vision abilities required by this job include close vision and the ability to adjust focus

WORK ENVIRONMENT:

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

The noise level in the work environment is usually moderate.

SAFETY REQUIREMENTS:

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

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

Maintain mental capacity which permits:

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

Effectively handle a work environment and conditions which involve:

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

Maintain effective audio-visual discrimination and perception needed for:

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

HIDALGO COUNTY
Personnel Adjustment Request Form

RECEIVED
NOV 24 2015
HUMAN RESOURCES

DEPARTMENT NAME/NUMBER: Community Service Agency **DATE:** 11/20/2015

CURRENT POSITION TITLE: IT Security Engineer **CURRENT SLOT. #:** 0009 PR

REQUESTED POSITION TITLE: Information Technology Manager
(For new positions or reclassifications)

REQUEST FOR:

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

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

POSITION SALARY REQUEST:

Salary Amount: $ 34,320.00 (Current Budgeted Salary) $ 49,000.00 (Proposed Budgeted Salary) $ 14,680.00 (Net Change)

Position to be funded from one of the following:

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

☐ Other _____

POSITION Type:

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

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

Enter hourly rate for temp. positions

$ _____

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

TEMPORARY POSITIONS:

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

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

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

Employee's required tasks were not accurately reflected in his job description. The task involved required a higher level of skill, training and execution.

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)

Write and develop Computer code for a Variety of applications to include Surveys, Appointment tracking etc. Install and maintain Cloud based data management software. Develop and maintain data security and system integrity Protocols.

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

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

HUMAN RESOURCES: Classification and Salary Recommendation

BUDGET & MANAGEMENT: Classification and Salary Recommendation

1.	DEPARTMENT HEAD	DATE	FUNDING AVAILABLE IN DEPT. BUDGET	☐ YES	☐ NO
2.	HUMAN RESOURCES DIRECTOR	DATE 11/24/2015	PERSONNEL PROCEDURES COMPLETED	☑ YES	☐ NO
3.	DEPARTMENT OF BUDGET & MANAGEMENT	DATE 11/24/2015	BUDGET PROCEDURES COMPLETED	☐ YES	☐ NO
4.	COMMISSIONERS COURT APPROVAL	DATE			

HIDALGO COUNTY

CLASSIFICATION COMMITTEE
RECOMMENDATION FORM

RECEIVED BY
HIDALGO COUNTY TREASURER
2015 NOV 24 PM 3 36

DEPARTMENT NAME: **Community Service Agency** **DATE: 11/23/2015**

DEPARTMENT NUMBER: **PROGRAM No.:**

CURRENT GRADE/TITLE: **CURRENT SLOT No.: 0009**

IT Security Engineer	$ 34,320.00
Classification/Position Title	**Pay Grade/Salary**

REQUESTED GRADE/ TITLE:

Information Technology Manager	$ 49,000.00
Classification/Position Title	**Pay Grade/Salary**

COMMITTEE RECOMMENDATION

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

COMMENTS:

SIGNATURES

Human Resources Representative	**Date** 11/23/2015
County Treasurer Representative	**Date** 11/24/15
Budget & Management Representative	**Date** 11/25/2015

AI-52237 **Human Resources** **11. B.**

CC - REGULAR

Meeting Date: 12/01/2015

Submitted By: Diana Munoz, HUMAN RESOURCES

Department: HUMAN RESOURCES

Information

CAPTION

Tax Office (1100):
1. Requesting waiver of the Budget Amendment Policy - Personnel - Related Amendments.
2. Discussion, consideration and approval of the following personnel actions effective, 12/1/2015:

Action	Slot#	Dept/ Program	Position Title	Actual/ Proposed Budgeted Salary
Delete	0074	140-001	Deputy Clerk I	$27,835.00
Create	0184	140-001	Accounting Clerk I	$27,835.00

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

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2015 **ACCT. #:** 5-1100-415-15-140-001-0-XXX

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

BUDGETARY IMPACT:

No Budgetary Impact.

Attachments

JOB DESCRIPTION
PAR FORMS
Fiscal Note

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	11/18/2015 09:43 AM
Auditor's Office	Veronica Ortiz	11/19/2015 10:47 AM
Purchasing Department	Monica Badillo	11/25/2015 03:08 PM

Form Started By: Diana Munoz Started On: 11/10/2015 04:52 PM
Final Approval Date: 11/25/2015

HIDALGO COUNTY TAX OFFICE

ACCOUNTING CLERK I

GENERAL DESCRIPTION

Employee performs routine technical accounting work. Work involves performing detailed assignments in recording, classifying, examining, and verifying financial records, documents, or reports; Works under close supervision with minimal latitude for the use of initiative and independent judgment.

EXAMPLES OF WORK PERFORMED

Classifies, codes, posts, and balances financial accounting documents and records

Calculates, prepares, and issues bills, invoices, account statements, and other financial statements according to established procedures

Prepares payment, cash, general journal, and related vouchers

Reconciles accounts and bank statements or appropriation balances

Researches discrepancies, and reports findings

May assist with an annual inventory of equipment and supplies

May perform payroll-related activities

May perform financial calculations such as amounts due, interest charges, balances, discounts, equity, and principal

May receive cash, prepare deposit slips, and maintain cash control records

Performs related work as assigned

GENERAL QUALIFICATION GUIDELINES

Experience and Education

One (1) year experience with accounting or bookkeeping principles.

Graduation from a high school or equivalent (GED) supplemented by college course work in accounting

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

Knowledge, Skills, and Abilities

Knowledge of generally accepted accounting principles and procedures affecting the maintenance of accounting records and automated accounting systems

Skill in the use of a personal computer and related office equipment

Ability to review work for accuracy, to accurately perform detailed numerical work, to make arithmetical computations, and to prepare financial and accounting records

Knowledge of MS Word, Excel and 10-key calculator

PHYSICAL DEMANDS:

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

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

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

WORK ENVIRONMENT:

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

The noise level in the work environment is usually moderate.

SAFETY REQUIREMENTS:

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

- sitting for extended periods of time
- operating assigned equipment

Maintain mental capacity which permits:

- making sound decisions and using good judgment

- demonstrating intellectual capabilities

Effectively handle a work environment and conditions which involve:

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

Maintain effective audio-visual discrimination and perception needed for:

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

HIDALGO COUNTY
Personnel Adjustment Request Form

RECEIVED
NOV 10 2015
HUMAN RESOURCES

DEPARTMENT NAME/NUMBER: Tax Office (140).001 PR

DATE: 11/04/15

CURRENT POSITION TITLE: DEPUTY CLERK I

CURRENT SLOT. #: PR 0074

REQUESTED POSITION TITLE:
(For new positions or reclassifications)

REQUEST FOR:

☐ New Position ☐ Temporary Position ☐ Position Reclassification* ☑ Other DELETE POSITION

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

POSITION SALARY REQUEST:

Salary Amount: $ 27,835.00 (Current Budgeted Salary) $ -0- (Proposed Budgeted Salary) $ (27,835.00) PR (Net Change)

Position to be funded from one of the following:

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

☐ Other _____

POSITION Type:

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

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

Enter hourly rate for temp. positions

$ _____

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

TEMPORARY POSITIONS:

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

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

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

Position no longer meets requirements. Will create an Accounting Clerk I position.

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

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

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

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

HUMAN RESOURCES: Classification and Salary Recommendation

BUDGET & MANAGEMENT: Classification and Salary Recommendation

1.	DEPARTMENT HEAD	DATE	FUNDING AVAILABLE IN DEPT. BUDGET	☐ YES	☐ NO
2.	HUMAN RESOURCES DIRECTOR	DATE 11/13/2015	PERSONNEL PROCEDURES COMPLETED	☑ YES	☐ NO
3.	DEPARTMENT OF BUDGET & MANAGEMENT	DATE 11/18/2015	BUDGET PROCEDURES COMPLETED	☑ YES	☐ NO
4.	COMMISSIONERS COURT APPROVAL	DATE			

HIDALGO COUNTY
Personnel Adjustment Request Form

RECEIVED
NOV 10 2015
HUMAN RESOURCES

DEPARTMENT NAME/NUMBER: Tax Office (140) · 001 PR

DATE: 11/04/15

CURRENT POSITION TITLE: ~~ACCOUNTING CLERK I~~

CURRENT SLOT. #: 0184

REQUESTED POSITION TITLE: Accounting Clerk I
(For new positions or reclassifications)

REQUEST FOR:

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

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

POSITION SALARY REQUEST:

Salary Amount: $ -0- (Current Budgeted Salary) $ 27,835.00 (Proposed Budgeted Salary) $ 27,835.00 (Net Change)

Position to be funded from one of the following:

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

☐ Other _____

POSITION Type:

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

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

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

TEMPORARY POSITIONS:

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

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

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

Deleted Deputy Clerk I as position no longer meet requirements. Creating Accounting Clerk I position.

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

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

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

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

HUMAN RESOURCES: Classification and Salary Recommendation

BUDGET & MANAGEMENT: Classification and Salary Recommendation

1.	DEPARTMENT HEAD	DATE	FUNDING AVAILABLE IN DEPT. BUDGET	☐ YES	☐ NO
2.	HUMAN RESOURCES DIRECTOR	DATE 11/13/2015	PERSONNEL PROCEDURES COMPLETED	☑ YES	☐ NO
3.	DEPARTMENT OF BUDGET & MANAGEMENT	DATE 11/18/2015	BUDGET PROCEDURES COMPLETED	☑ YES	☐ NO
4.	COMMISSIONERS COURT APPROVAL	DATE			

HIDALGO COUNTY
Department of Budget & Management
FISCAL NOTE

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

To: Commissioner' Court
From: Sergio Cruz, Budget Officer
CC Date: Tuesday, December 01, 2015 Agenda Item: 52237

Summary of request/proposal:
TAX OFFICE (1100)-
Approval of the following personnel action, effective next pay period 12/1/15:

Fund	Position	Slot #	Obj	Current Budgeted Salary Allowance	Proposed Budgeted Salary/ Allowance	Total Requested
1100	Deputy Clerk I	0074	113	27,835.00	0.00	(27,835.00)
1100	Accounting Clerk I	0184	113	0.00	27,835.00	27,835.00
				27,835.00	27,835.00	0.00

Budgetary Impact:

INCREASE/DECREASE ACCOUNT NUMBER		ACCOUNT (OBJECT) NAME		AMOUNT
5-1100-415-15-140-001-0-	113	TAX OFF-	REGULAR FULL TIME	$0.00
5-1100-415-15-140-001-0-	211	TAX OFF-	HEALTH INSURANCE	$0.00
5-1100-415-15-140-001-0-	212	TAX OFF-	LIFE INSURANCE	$0.00
5-1100-415-15-140-001-0-	220	TAX OFF-	FICA	$0.00
5-1100-415-15-140-001-0-	230	TAX OFF-	RETIREMENT	$0.00
5-1100-415-15-140-001-0-	250	TAX OFF-	UNEMPLOYMENT COMP	$0.00
5-1100-415-15-140-001-0-	260	TAX OFF-	WORKER'S COMP	$0.00
			2015 Budgetary Impact	$0.00

2016 Budgetary Impact: $0.00

Possible Funding Sources: No Budgetary Impact.

Comments:

Hidalgo Co. Budget Office
2/3/2005

AI-52234 **Human Resources** **11. C.**

CC - REGULAR

Meeting Date: 12/01/2015

Submitted By: Diana Munoz, HUMAN RESOURCES

Department: HUMAN RESOURCES

Information

CAPTION

Sheriff's Office / Jail (1100) / Jail Commissary (2102) :
1. Requesting waiver of the Budget Amendment Policy - Personnel - Related Amendments.
2. Discussion, consideration, and approval of the following personnel actions, effective next pay period of 12/1/2015:

Action	Dept/ Program	Slot No.	Position Title	Current Salary / Allowance	Proposed Position Title	Proposed Salary / Allowance	Net Change
Add Clothing Allowance	280-001	0396	Sergeant Step I	$0.00	Sergeant Step I	$500.00	$500.00
Delete Clothing Allowance	280-001	0040	Sergeant Step III	$500.00	Sergeant Step III	$0.00	$500.00
Reclassification	280-002	0002	RN IV	$60,655.00	RN V	$73,135.00	$12,480.00
Salary Adjustment (Decrease)	280-002	0177	Detention Officer	$38,251.00	Detention Officer	$31,364.00	($6,887.00)
Salary Adjustment (Decrease)	280-002	0281	Sr. Detention Officer Step III	$36,957.00	Detention Officer Step I	$31,364.00	($5,593.00)
Regrade	280-015	0011	Commissary Supervisor	$30,342.00 (Step 7)	Commissary Supervisor	$35,391.00 (Step 9)	$5,049.00

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

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2015 **ACCT. #:** 5-2102-423-21-280-015-0-XXX

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

BUDGETARY IMPACT:

Funds available within Jail Commissary Bank Account.

FISCAL YEAR: 2015 **ACCT. #:** 5-1100-423-21-280-002-0-XXX

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

BUDGETARY IMPACT:

No Budgetary Impact.

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

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

BUDGETARY IMPACT:

No Budgetary Impact.

Attachments

JOB DESCRIPTION
JOB DESCRIPTION
Fiscal Note
Classification Committee Forms
PAR FORMS

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	11/18/2015 09:42 AM
Auditor's Office	Veronica Ortiz	11/20/2015 09:20 AM
Purchasing Department	Monica Badillo	11/25/2015 03:08 PM
Form Started By: Diana Munoz		Started On: 11/10/2015 04:31 PM
Final Approval Date: 11/25/2015		

HIDALGO COUNTY SHERIFF'S OFFICE

REGISTERED NURSE V

GENERAL DESCRIPTION

Performs advanced complex (senior-level) nursing work; Work involves planning, developing, coordinating, and evaluating nursing activities and providing for the care and treatment of patients; May plan, assign, and/or supervise the work of others; Works under limited supervision, with considerable latitude for the use of initiative and independent judgment.

EXAMPLES OF WORK PERFORMED

Plans, develops, coordinates, and evaluates nursing activities and makes recommendations for improvements

Plans, develops, implements, and monitors program operations

Develops, reviews, revises, and explains health care program policies and procedures

Develops and implements quality assurance programs and processes

Develops in-service training and educational programs

Administers or oversees the administration of medication, immunizations, and treatment, and observes patients for unusual symptoms and reactions

Makes hospital rounds to ensure that prescribed methods and procedures are followed

Evaluates nursing services through the analysis of statistical studies and performance evaluation reports

Reviews medical records and patient assessments to determine compliance with policies and procedures, correctness of assessment, and quality of service

Provides consultation, training, and technical assistance to agency staff, care recipients, provider agencies, and the medical community

May conduct inspections, certifications, surveys, and investigations of health care facilities to determine compliance with state and federal laws, regulations, and rules

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

Performs all other related duties as assigned

GENERAL QUALIFICATION GUIDELINES

Experience and Education

Minimum ten (10) years of experience in nursing work

Graduate from an accredited four-year college or university with major course work in nursing or from an accredited nursing program required; Master's degree

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

Certificates, Licenses & Registration

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

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

Must be registered as a Registered Nurse by the State of Texas or a state that recognizes reciprocity through the Nurse Licensure Compact

Knowledge, Skills, and Abilities

Knowledge of nursing techniques and procedures, health care laws and regulations, medical diagnosis and procedures, accepted medical treatment patterns, community health and nursing care principles, practices, and procedures, program regulations and procedures, and utilization review and control measures

Ability to provide patient care, prepare and maintain records, and explain public health law

Ability to organize, coordinate, and evaluate nursing activities and delivery of public health services

Ability to interpret policies and procedures, interpret health care regulations, recognize patterns of medical necessity treatment, and to plan, assign, and/or supervise the work of others

PHYSICAL DEMANDS:

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

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

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

WORK ENVIRONMENT:

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

The noise level in the work environment is usually moderate.

SAFETY REQUIREMENTS:

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

- sitting for extended periods of time
- 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 SHERIFF'S OFFICE

COMMISSARY SUPERVISOR

GENERAL DESCRIPTION

Plan, direct, supervise, and perform a variety of functions comprising of commissary operational activities. Supervises corrections services to inmates involving the sale and distribution of commissary items, indigent welfare items, recreational and rehabilitation supplies to inmates detained at the Hidalgo County Jail. Will supervise all staff members in the commissary and others that have been placed in his/her charge.

EXAMPLES OF WORK PERFORMED

Manages all activities and functions of a commissary store to include the full range of managerial and supervisory responsibilities

Develops and implements local commissary management policies and procedures

Analyzes a variety of management reports to determine efficiency of operations and initiates action to correct deficiencies.

Assist general public with any qualifications regarding the inmate's commissary system, as well as respond to inmate request forms

Instruct both staff and inmates regarding purchase procedures involving the inmate commissary system

Supervise the inventory, storage and control of products purchased for resale

Manage data records concerning the purchase of said items from vendors and items bought by inmates through the commissary system

Will be required to produce monthly inventory reports, reconcile accounts, and produce monthly sales tax report to internal auditors

Prepares all necessary tasks to conduct an annual inventory

Oversees and trains clerks in all procedural aspects of the commissary

Maintain records of all incidents and activities during the shift

Will supervise all personnel that have been placed in his/her charge

Will ensure that subordinate personnel in his/her charge carry out day to day duties as defined by job description, level of responsibilities; department goals, and applicable federal and state laws

Shall report both orally and in written form, poor job performance, violations of department policy, and violations of federal and state laws involving and subordinate or officer of same of higher rank, through established chain of command

Will apply corrective written and verbal counseling procedures when appropriate

Cross-trains employees as appropriate to ensure daily back up and coverage of departmental functions

Reviews all vendor contracts and updates contracts for bidding

Accomplishes manufacturing staff results by communicating job expectations; planning, monitoring, and appraising job results; coaching, counseling, and disciplining employees; initiating, coordinating, and enforcing systems, policies, and procedures

Assigns duties/shifts to different employees as per their areas of expertise

Review all invoices for appropriate documentation and approval prior to payment

Respond to all vendor inquiries, reconcile vendor statements, research and correct discrepancies

Maintain files and documentation thoroughly and accurately, in accordance with Texas Commission Standards procedures

Performs other duties and special assignments as assigned

GENERAL QUALIFICATION GUIDELINES

Experience and Education

Minimum of four (4) years retail store experience or related.

Supervisory skills preferred

Graduation from a standard high school or equivalent.

Graduation from an accredited four-year college or university with a Bachelor's in Business Administration

Two (2) years of experience may be substituted for up to two (2) years of the required education

Bilingual Preferred (English/Spanish)

Knowledge, Skills, and Abilities

Ability to write clear and concise reports and to maintain complete records as required

Ability to establish and maintain effective working relationships with other county employees, officials, inmates and the public

Ability to solve basic mathematic problems involving addition, subtraction, multiplication and division

Knowledge to maintains safe and clean work environment by educating and directing personnel on the use of all control points, equipment, and resources; maintaining compliance with established policies and procedures

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

Knowledge to create and revise systems and procedures by analyzing operating practices, record-keeping systems, forms of control, and budgetary and personnel requirements; implementing change

Ability to solve practical problems and deal with a variety of concrete variables in situations where only limited standardization exists

Skill to oversee the receiving, handling, stocking and inventory of product and material within a commissary, including supervising work activities and monitoring work-flow to meet operational goals

Ability to interpret a variety of instructions furnished in written, oral, diagram or schedule form

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

Certificates, Licenses, & Registration

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

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

PHYSICAL DEMANDS:

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

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

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

WORK ENVIRONMENT:

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

The noise level in the work environment is usually moderate.

SAFETY REQUIREMENTS:

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

- sitting for extended periods of time
- operating assigned equipment

Maintain mental capacity which permits:

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

Effectively handle a work environment and conditions which involve:

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

Maintain effective audio-visual discrimination and perception needed for:

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

HIDALGO COUNTY
Department of Budget & Management
FISCAL NOTE

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

To: Commissioner' Court
From: Sergio Cruz, Budget Officer
CC Date: Tuesday, December 01, 2015 Agenda Item: 52234

Summary of request/proposal:
SHERIFF (1100)-
Approval of the following personnel actions, effective next pay period 12/1/15:

Fund	Position	Slot #	Obj	Current Budgeted Salary Allowance	Proposed Budgeted Salary/ Allowance	Total Requested
1100	Sergeant Step I	0396	119	0.00	500.00	500.00
1100	Sergeant Step III	0040	119	500.00	0.00	(500.00)
				500.00	500.00	0.00

Budgetary Impact:

INCREASE/DECREASE ACCOUNT NUMBER		ACCOUNT (OBJECT) NAME		AMOUNT
5-1100-421-00-280-001-0-	119	SHERIFF-	CLOTHING ALLOWANCE	$0.00
5-1100-421-00-280-001-0-	211	SHERIFF-	HEALTH INSURANCE	$0.00
5-1100-421-00-280-001-0-	212	SHERIFF-	LIFE INSURANCE	$0.00
5-1100-421-00-280-001-0-	220	SHERIFF-	FICA	$0.00
5-1100-421-00-280-001-0-	230	SHERIFF-	RETIREMENT	$0.00
5-1100-421-00-280-001-0-	250	SHERIFF-	UNEMPLOYMENT COMP	$0.00
5-1100-421-00-280-001-0-	260	SHERIFF-	WORKER'S COMP	$0.00
			2015 Budgetary Impact	$0.00

2016 Budgetary Impact: $0.00

Possible Funding Sources: No Budgetary Impact

Comments:

Hidalgo Co. Budget Office
2/3/2005

HIDALGO COUNTY
Department of Budget & Management
FISCAL NOTE

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

To: Commissioner' Court
From: Sergio Cruz, Budget Officer
CC Date: Tuesday, December 01, 2015 Agenda Item: 52234

Summary of request/proposal:
JAIL (1100)-
Approval of the following personnel actions, effective next pay period 12/1/15:

Fund	Position	Slot #	Obj	Current Budgeted Salary Allowance	Proposed Budgeted Salary/ Allowance	Total Requested
1100	Registered Nurse V	0002	113	60,655.00	73,135.00	12,480.00
1100	Detention Officer	0177	113	38,251.00	31,364.00	(6,887.00)
1100	Detention Officer Step 1	0281	113	36,957.00	31,364.00	(5,593.00)
				135,863.00	135,863.00	0.00

Budgetary Impact:

INCREASE/DECREASE ACCOUNT NUMBER		ACCOUNT (OBJECT) NAME		AMOUNT
5-1100-423-21-280-002-0-	113	JAIL-	REGULAR FULL TIME	$0.00
5-1100-423-21-280-002-0-	211	JAIL-	HEALTH INSURANCE	$0.00
5-1100-423-21-280-002-0-	212	JAIL-	LIFE INSURANCE	$0.00
5-1100-423-21-280-002-0-	220	JAIL-	FICA	$0.00
5-1100-423-21-280-002-0-	230	JAIL-	RETIREMENT	$0.00
5-1100-423-21-280-002-0-	250	JAIL-	UNEMPLOYMENT COMP	$0.00
5-1100-423-21-280-002-0-	260	JAIL-	WORKER'S COMP	$0.00
			2015 Budgetary Impact	$0.00

2016 Budgetary Impact: $0.00

Possible Funding Sources: No Budgetary Impact.

Comments:

Hidalgo Co. Budget Office
2/3/2005

HIDALGO COUNTY
Department of Budget & Management
FISCAL NOTE

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

To: Commissioner' Court
From: Sergio Cruz, Budget Officer
CC Date: Tuesday, December 01, 2015 Agenda Item: 52234

Summary of request/proposal:
JAIL COMMISSARY(2102)-
Approval of the following personnel action, effective next pay period 12/1/15:

Fund	Position	Slot #	Obj	Current Budgeted Salary Allowance	Proposed Budgeted Salary/ Allowance	Total Requested
2102	Commissary Supervisor	0011	113	30,342.00	35,391.00	5,049.00
				30,342.00	35,391.00	5,049.00

Budgetary Impact:

INCREASE/DECREASE ACCOUNT NUMBER		ACCOUNT (OBJECT) NAME		AMOUNT
5-2102-423-21-280-015-0-	113	JAIL COMMISSARY-	REGULAR FULL TIME	$444.93
5-2102-423-21-280-015-0-	211	JAIL COMMISSARY-	HEALTH INSURANCE	$0.00
5-2102-423-21-280-015-0-	212	JAIL COMMISSARY-	LIFE INSURANCE	$0.00
5-2102-423-21-280-015-0-	220	JAIL COMMISSARY-	FICA	$34.04
5-2102-423-21-280-015-0-	230	JAIL COMMISSARY-	RETIREMENT	$47.30
5-2102-423-21-280-015-0-	250	JAIL COMMISSARY-	UNEMPLOYMENT COMP	$2.67
5-2102-423-21-280-015-0-	260	JAIL COMMISSARY-	WORKER'S COMP	$13.88
			2015 Budgetary Impact	$542.82

2016 Budgetary Impact: $6,156.24

Possible Funding Sources: Funds available within Jail Commissary Bank Account.

Comments:

Hidalgo Co. Budget Office
2/3/2005

HIDALGO COUNTY

CLASSIFICATION COMMITTEE RECOMMENDATION FORM

RECEIVED BY
HIDALGO COUNTY TREASURER
2015 NOV 23 PM 1 01

DEPARTMENT NAME: Sheriff's Office

DATE: 11/23/2015

DEPARTMENT NUMBER: 280

PROGRAM No.: 002

CURRENT GRADE/TITLE:

CURRENT SLOT No.: 002

RN IV	$ 60,655.00
Classification/Position Title	**Pay Grade/Salary**

REQUESTED GRADE/ TITLE:

RN V	$ 73,135.00
Classification/Position Title	**Pay Grade/Salary**

COMMITTEE RECOMMENDATION

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

COMMENTS:

SIGNATURES

Human Resources Representative	11/20/2015 **Date**
County Treasurer Representative	11/23/15 **Date**
Budget & Management Representative	11/23/2015 **Date**

HIDALGO COUNTY

CLASSIFICATION COMMITTEE RECOMMENDATION FORM

RECEIVED BY
HIDALGO COUNTY TREASURER
2015 NOV 23 PM 1 01

DEPARTMENT NAME: Sheriff's Office

DATE: 11/23/2015

DEPARTMENT NUMBER: 280

PROGRAM No.: 015

CURRENT GRADE/TITLE:

CURRENT SLOT No.: 0011

Commissary Supervisor	$ 30,342.00 (Step 7)
Classification/Position Title	**Pay Grade/Salary**

REQUESTED GRADE/ TITLE:

Commissary Supervisor	$ 35,391.00 (Step 9)
Classification/Position Title	**Pay Grade/Salary**

COMMITTEE RECOMMENDATION

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

COMMENTS:

SIGNATURES

Human Resources Representative	11/20/2015 **Date**
County Treasurer Representative	11/23/15 **Date**
Budget & Management Representative	11/23/2015 **Date**

HIDALGO COUNTY
Personnel Adjustment Request Form

RECEIVED
NOV - 5 2015
HUMAN RESOURCES

DEPARTMENT NAME/NUMBER: SHERIFF'S OFFICE (280-001) PR

DATE: 11-3-2015

CURRENT POSITION TITLE: SERGEANT STEP I

CURRENT SLOT. #: 001-396 PR

REQUESTED POSITION TITLE: N/A
(For new positions or reclassifications)

REQUEST FOR:

☐ New Position ☐ Temporary Position ☐ Position Reclassification* ☑ Other Adding Clothing Allowance

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

POSITION SALARY REQUEST:

~~Salary~~ Amount: $ 0 Current ~~Budgeted Salary~~ Allowance $ 500.00 Proposed ~~Budgeted Salary~~ Allowance $ 500.00 Net Change

Allowance PR

Position to be funded from one of the following:

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

☐ Other _____

POSITION Type:

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

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

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

TEMPORARY POSITIONS:

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

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

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

Requesting Clothing Allowance.

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

N/A

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

N/A

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

N/A

HUMAN RESOURCES: Classification and Salary Recommendation

N/A

BUDGET & MANAGEMENT: Classification and Salary Recommendation

N/A

1. DEPARTMENT HEAD	11/4/15 DATE	FUNDING AVAILABLE IN DEPT. BUDGET	☑ YES	☐ NO
2. HUMAN RESOURCES DIRECTOR	11/13/2015 DATE	PERSONNEL PROCEDURES COMPLETED	☑ YES	☐ NO
3. DEPARTMENT OF BUDGET & MANAGEMENT	11/19/2015 DATE	BUDGET PROCEDURES COMPLETED	☑ YES	☐ NO
4. COMMISSIONERS COURT APPROVAL	DATE			

HIDALGO COUNTY
Personnel Adjustment Request Form

RECEIVED
NOV 23 2015
HUMAN RESOURCES

DEPARTMENT NAME/NUMBER: SHERIFF'S OFFICE (280-001) PR

DATE: 11-23-2015

CURRENT POSITION TITLE: SERGEANT STEP I I I

CURRENT SLOT. #: 001-040 D PR

REQUESTED POSITION TITLE: Sergeant Step III
(For new positions or reclassifications)

REQUEST FOR:

☐ New Position ☐ Temporary Position ☐ Position Reclassification* ☑ Other REMOVING CLOTHING

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

DM

POSITION SALARY REQUEST:

Allowance
~~Salary~~ Amount: $ 500.00 (Current ~~Budgeted Salary~~ Allowance DM) $ Ø (Proposed Budgeted ~~Salary~~ Allowance DM) $ ($500.00) (Net Change)

Position to be funded from one of the following:

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

☐ Other _____

POSITION Type:

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

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

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

TEMPORARY POSITIONS:

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

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

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

THIS POSITION WAS ASSIGNED TO PATROL AND WILL NOT BE ON SPECIAL ASSIGMENT. ONLY POSITIONS ASSIGNED TO SPECIAL ASSIGMENTS WARRANT CLOTHING ALLOWANCE BECAUSE THE ATTIRE MUST BE CIVILIAN TYPE.

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

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

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

HUMAN RESOURCES: Classification and Salary Recommendation

BUDGET & MANAGEMENT: Classification and Salary Recommendation

1.	DEPARTMENT HEAD	11/23/15 DATE	FUNDING AVAILABLE IN DEPT. BUDGET	☑ YES	☐ NO
2.	HUMAN RESOURCES DIRECTOR	11/24/2015 DATE	PERSONNEL PROCEDURES COMPLETED	☑ YES	☐ NO
3.	DEPARTMENT OF BUDGET & MANAGEMENT	11/24/2015 DATE	BUDGET PROCEDURES COMPLETED	☑ YES	☐ NO
4.	COMMISSIONERS COURT APPROVAL	DATE			

HIDALGO COUNTY
Personnel Adjustment Request Form

RECEIVED
NOV - 4 2015
HUMAN RESOURCES

DEPARTMENT NAME/NUMBER: SHERIFF'S OFFICE (280-002) **DATE:** 10-26-2015

CURRENT POSITION TITLE: RN IV **CURRENT SLOT. #:** 002-002 PR

REQUESTED POSITION TITLE: RN V
(For new positions or reclassifications)

REQUEST FOR:

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

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

POSITION SALARY REQUEST:

Salary Amount: $ 60,655.00 (Current Budgeted Salary) $ 73,135.00 (Proposed Budgeted Salary) $ 12,480.00 (Net Change)

Position to be funded from one of the following:

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

☐ Other SAVING FROM ~~OPEN~~ SLOTS #002-177 & 002-281 PR

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)

Reclassification of this position is necessary to meet the Sheriff's Office needs. The job content, job responsibility and level of knowledge for this position are consistent with the position title requested. Therefore, an adjustment of salary is essential in order to continue the efficiency of the position.

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

N/A

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

N/A

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

N/A

HUMAN RESOURCES: Classification and Salary Recommendation

N/A

BUDGET & MANAGEMENT: Classification and Salary Recommendation

N/A

1. DEPARTMENT HEAD	11/13/15 DATE	FUNDING AVAILABLE IN DEPT. BUDGET	☑ YES	☐ NO
2. HUMAN RESOURCES DIRECTOR	11/13/2015 DATE	PERSONNEL PROCEDURES COMPLETED	☑ YES	☐ NO
3. DEPARTMENT OF BUDGET & MANAGEMENT	11/19/2015 DATE	BUDGET PROCEDURES COMPLETED	☑ YES	☐ NO
4. COMMISSIONERS COURT APPROVAL	DATE			

HIDALGO COUNTY
Personnel Adjustment Request Form

RECEIVED
NOV - 9 2015
HUMAN RESOURCES

DEPARTMENT NAME/NUMBER: SHERIFF'S OFFICE (280 - 002) **DATE:** 2/17/15

CURRENT POSITION TITLE: ~~SR.~~ DETENTION OFFICER ~~IV~~ PR **CURRENT SLOT. #:** 002-177 PR

REQUESTED POSITION TITLE: DETENTION OFFICER
(For new positions or reclassifications)

REQUEST FOR:

☐ New Position ☐ Temporary Position ☐ Position Reclassification* ☑ Other ~~Adjust Budgeted~~ SALARY ~~SCHEDULE CHANGE~~ Adjustment (Decrease) PR

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

POSITION SALARY REQUEST:

Salary Amount: $ 38,251.00 (Current Budgeted Salary) $ 31,364.00 (Proposed Budgeted Salary) $ < 6,887.00 > (Net Change)

Position to be funded from one of the following:

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

☐ Other _____

POSITION Type:

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

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

Enter hourly rate for temp. positions

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

TEMPORARY POSITIONS:

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

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

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

SALARY SCHEDULE CHANGE.

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

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

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

HUMAN RESOURCES: Classification and Salary Recommendation

BUDGET & MANAGEMENT: Classification and Salary Recommendation

1. DEPARTMENT HEAD	DATE 11/6/15	FUNDING AVAILABLE IN DEPT. BUDGET	☑ YES	☐ NO
2. HUMAN RESOURCES DIRECTOR	DATE 11/13/2015	PERSONNEL PROCEDURES COMPLETED	☑ YES	☐ NO
3. DEPARTMENT OF BUDGET & MANAGEMENT	DATE 11/18/2015	BUDGET PROCEDURES COMPLETED	☑ YES	☐ NO
4. COMMISSIONERS COURT APPROVAL	DATE			

HIDALGO COUNTY
Personnel Adjustment Request Form

RECEIVED
NOV - 9 2015
HUMAN RESOURCES

DEPARTMENT NAME/NUMBER: SHERIFF'S OFFICE (280 - 002) **DATE:** 2/17/15

CURRENT POSITION TITLE: SR. DETENTION OFFICER III step PR **CURRENT SLOT. #:** 002-281 0 PR

REQUESTED POSITION TITLE: DETENTION OFFICER I
(For new positions or reclassifications)

REQUEST FOR:

☐ New Position ☐ Temporary Position ☐ Position Reclassification* ☑ Other ~~Adjust Budgeted~~ SALARY ~~SCHEDULE CHANGE~~ Adjustment (Decrease) PR

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

POSITION SALARY REQUEST:

Salary Amount: $ 36,957.00 (Current Budgeted Salary) $ 31,364.00 (Proposed Budgeted Salary) $ < 5,593.00 > (Net Change)

Position to be funded from one of the following:

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

☐ Other _____

POSITION Type:

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

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

Enter hourly rate for temp. positions

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

TEMPORARY POSITIONS:

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

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

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

SALARY SCHEDULE CHANGE.

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

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

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

HUMAN RESOURCES: Classification and Salary Recommendation

BUDGET & MANAGEMENT: Classification and Salary Recommendation

1.	DEPARTMENT HEAD	DATE 11/6/15	FUNDING AVAILABLE IN DEPT. BUDGET	☑ YES	☐ NO
2.	HUMAN RESOURCES DIRECTOR	DATE 11/13/2015	PERSONNEL PROCEDURES COMPLETED	☑ YES	☐ NO
3.	DEPARTMENT OF BUDGET & MANAGEMENT	DATE 11/19/2015	BUDGET PROCEDURES COMPLETED	☑ YES	☐ NO
4.	COMMISSIONERS COURT APPROVAL	DATE			

HIDALGO COUNTY
Personnel Adjustment Request Form

RECEIVED
NOV - 9 2015
HUMAN RESOURCES

DEPARTMENT NAME/NUMBER: SHERIFF'S OFFICE (280 -015) **DATE:** 11-6-2015

CURRENT POSITION TITLE: COMMISSARY SUPERVISOR **CURRENT SLOT. #:** 015-11 00 PR

REQUESTED POSITION TITLE: Commissary Supervisor
(For new positions or reclassifications)

REQUEST FOR:

☐ New Position ☐ Temporary Position ☐ Position Reclassification* ☑ Other Regrade from 7 to 9

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

POSITION SALARY REQUEST:

Salary Amount: $ 30,342.00 (Current Budgeted Salary) $ 35,391.00 (Proposed Budgeted Salary) $ 5,049.00 (Net Change)

Position to be funded from one of the following:

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

☑ Other Funding is available from the Jail Commissary Bank Account.

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)

Salary increase of this position is necessary to meet the Sheriff's Office needs. The job content, job responsibility and level of knowledge for this position are consistent with the salary increase requested. Therefore, an adjustment of salary is essential in order to continue the efficiency of the position.

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

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

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

HUMAN RESOURCES: Classification and Salary Recommendation

BUDGET & MANAGEMENT: Classification and Salary Recommendation

1.	DEPARTMENT HEAD	11/6/15 DATE	FUNDING AVAILABLE IN DEPT. BUDGET	☑ YES	☐ NO
2.	HUMAN RESOURCES DIRECTOR	11/13/2015 DATE	PERSONNEL PROCEDURES COMPLETED	☑ YES	☐ NO
3.	DEPARTMENT OF BUDGET & MANAGEMENT	11/19/2015 DATE	BUDGET PROCEDURES COMPLETED	☑ YES	☐ NO
4.	COMMISSIONERS COURT APPROVAL	DATE			

AI-52233 **Human Resources** **11. D.**

CC - REGULAR

Meeting Date: 12/01/2015

Submitted For: Raul Silguero, HUMAN RESOURCES

Submitted By: Diana Munoz, HUMAN RESOURCES

Department: HUMAN RESOURCES

Information

CAPTION

Constable Pct. #2 (1100):
1. Requesting waiver of the Budget Amendment Policy – Personnel Related Amendments.
2. Approval to create one (1) regular full-time Sergeant Step I position, slot no. 0015, budgeted salary $ 47,359.00.
3. Approval to waive posting, hiring and enrollment procedures and promote employee no. 088226 to the Sergeant Step I grade, slot no. 0015, as per the Constables' Grade and Step Pay Plan.
4. Approval to delete one (1) regular full –time Deputy Constable Step II position, slot no. 0005, budgeted salary $40,510.00.
5. Approval of interdepartmental transfer.
6. Approval to revise the salary schedule in accordance with Commissioner's Court action.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2015 **ACCT. #:** 5-1100-421-00-292-001-0-XXX

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

BUDGETARY IMPACT:

Funds available pending approval of interdepartmental transfer AI-52233.

Attachments

JOB DESCRIPTION
Transfer
Fiscal Note
PAR FORMS

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	11/18/2015 09:41 AM
Auditor's Office	Veronica Ortiz	11/20/2015 02:02 PM
Damaris San Miguel	Damaris San Miguel	11/23/2015 09:27 AM
Purchasing Department	Monica Badillo	11/25/2015 03:08 PM
Form Started By: Diana Munoz		Started On: 11/10/2015 04:18 PM
Final Approval Date: 11/25/2015		

HIDALGO COUNTY CONSTABLE

SERGEANT

GENERAL DESCRIPTION

May be assigned to patrol, narcotics, court processes or criminal investigation work. Depending on area to which assigned, may perform primarily undercover and surveillance work, patrol work, civil and criminal process serving or investigating work.

EXAMPLES OF WORK PERFORMED

Patrol an assigned area, generally by vehicle, to prevent crimes and enforce laws and regulations

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

Issue traffic citations and direct traffic

Investigate traffic accidents and crimes against persons and property and assist federal, state and local law enforcement officials

Keeps records of activities and makes reports concerning crimes, complaints, accidents, and investigations

Files cases with district attorney or U.S. attorneys

Make lawful arrests for violation of laws for the State of Texas and local governments ordinance and/or resolution

Serve felony, misdemeanor and mental commitment warrants and make arrests

Serve court papers including writs, summons, subpoenas, capias, etc

Question witnesses and suspects and take statements

Assist other law enforcement agencies as needed

Meets with informants and conducts undercover narcotics investigations

Conducts background investigations on applications for law enforcements and correction positions

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

May address and work with community groups to promote good public relations and to inform citizens of police activities and crime prevention

May be responsible for animal control, especially relating to cattle on roadways

Return persons who have been arrested in Hidalgo County to other locations in and out and out of state

Approved subordinates reports and insure subordinates complete their daily assigned duties

Regular attendance is a must

Ability to work with others

Must hold all mandated licenses and certifications throughout employment with Hidalgo County

SUPERVIOSRY RESPONSIBILITIES

Will supervise deputy constables, communication officer, and civilian personnel that have been placed in his/her charge

Will ensure that subordinate personnel in his/her charge carry out day to day duties as defined by job description, level of responsibilities, department goals, and applicable federal and state laws

Shall report both orally and in written form, poor job performance, violations of department policy, and violations of federal and state laws involving and subordinate or officer of same of higher rank through established chain of command

GENERAL QUALIFICATION GUIDELINES

Experience and Education

Graduation from a high school or equivalent (GED)

Four (4) years experience as a Peace Officer immediately preceding the date of application

Applications for employee should reflect any increases in responsibilities during previous or current employment

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

Certificates, Licenses, Registrations

Must possess a current Peace Officer Certification immediately preceding the date of application

Application for employment should reflect any increases in responsibilities during previous or current employment

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

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

Knowledge, Skills, and Abilities

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

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

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

Ability to write clear and concise reports and to maintain complete records as required

Ability to learn the use and care of vehicles, firearms, and specialized equipment

Ability to communicate effectively orally or in writing

Good physical condition

Ability to solve basic mathematical problems involving addition, subtraction, multiplication and division

Ability to use decimals and percentages in solving such problems

Ability to speak, read, and write in English

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

Ability to write routine reports and correspondence

Ability to speak effectively before groups of employees or organizations

Ability to also speak and write in Spanish preferred

Ability to solve practical problems and deal with a variety of concrete variables in situations where only limited standardizations exists

Ability to interpret a variety of instructions furnished in written, oral, diagram or schedule form

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

PHYSICAL DEMANDS:

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

While performing the duties of this job, the employee is required to stand, walk, talk and hear. The employee frequently is required to sit; use hands to finger, handle or feel objects, tools or controls; reach with hands and arms; stoop, kneel, crouch or crawl. Employee subdues and restrains uncooperative inmates, runs, climb stairs, pushes heavy doors, handles and distributes heavy food/drink containers.

The employee must regularly lift and/or move up to ten (10) pounds, occasionally lift and/or move up to twenty-five (25) pounds, and in emergency situations, lift inmates with body weight ranging from 100 to 250 pounds. Specific vision abilities required by this job include close vision, distance vision, color vision, peripheral vision, depth perception, and the ability to adjust focus. Employee utilizes all visual abilities to keep and maintain control of inmates.

WORK ENVIRONMENT:

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

The noise level in the work environment is usually moderate.

SAFETY REQUIREMENTS:

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

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

Maintain mental capacity which permits:

- making sound decisions and using good judgment

- demonstrating intellectual capabilities

Effectively handle a work environment and conditions which involve:

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

Maintain effective audio-visual discrimination and perception needed for:

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

DATE: November 19, 2015

DEPARTMENT HEAD: Sergio Cruz

DEPARTMENT NAME: Dept. of Budget & Mgmt for CONST PCT. 2

ACCOUNT NUMBER: 5-1100-4XX-00-XXX-00X-0-XXX

CONTACT PERSON: Patricia Ramos **PHONE:** (956) 292-7025 Ext. 5416

2015
Transfer
AI-52233

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

Honorable Commissioners' Court of Hidalgo County:

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

INCREASE / DECREASE ACCOUNT NUMBER	ACCOUNT (OBJECT) NAME		AMOUNT
FROM			
5-1100-415-00-115-002-0- 899	**CO WIDE ADM-**	**CONTINGENCY**	**(736.33)**
TO			
5-1100-421-00-292-001-0- 113	**CONST PCT2-**	**REGULAR FULL TIME**	**603.55**
5-1100-421-00-292-001-0- 220	**CONST PCT2-**	**FICA**	**46.17**
5-1100-421-00-292-001-0- 230	**CONST PCT2-**	**RETIREMENT**	**64.16**
5-1100-421-00-292-001-0- 250	**CONST PCT2-**	**UNEMPLOYMENT COMP**	**3.62**
5-1100-421-00-292-001-0- 260	**CONST PCT2-**	**WORKER'S COMP**	**18.83**
TOTAL BUDGET INCREASE (DECREASE)			**$ (0.00)**

REASON: **Transfer needed to fund pro-rated salary & fringes for salary schedule change of deleting Deputy Constable Step II, slot no. 0005 and to create Sergeant Step I, slot no. 0015.**

SIGNATURE

COMMISSIONERS COURT

DATE

ATTEST, COUNTY CLERK

HIDALGO COUNTY
Department of Budget & Management
FISCAL NOTE

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

To: Commissioner' Court
From: Sergio Cruz, Budget Officer
CC Date: Tuesday, December 01, 2015 Agenda Item: 52233

Summary of request/proposal:
CONSTABLE PCT.2 (1100)-
Approval of the following personnel action, effective next pay period 12/1/15:

Fund	Position	Slot #	Obj	Current Budgeted Salary Allowance	Proposed Budgeted Salary/ Allowance	Total Requested
1100	Deputy Constable Step II	0005	113	40,510.00	0.00	(40,510.00)
1100	Sergeant Step I	0015	113	0.00	47,359.00	47,359.00
				40,510.00	47,359.00	6,849.00

Budgetary Impact:

INCREASE/DECREASE ACCOUNT NUMBER		ACCOUNT (OBJECT) NAME		AMOUNT
5-1100-421-00-292-001-0-	113	CONST PCT2-	REGULAR FULL TIME	$603.55
5-1100-421-00-292-001-0-	211	CONST PCT2-	HEALTH INSURANCE	$0.00
5-1100-421-00-292-001-0-	212	CONST PCT2-	LIFE INSURANCE	$0.00
5-1100-421-00-292-001-0-	220	CONST PCT2-	FICA	$46.17
5-1100-421-00-292-001-0-	230	CONST PCT2-	RETIREMENT	$64.16
5-1100-421-00-292-001-0-	250	CONST PCT2-	UNEMPLOYMENT COMP	$3.62
5-1100-421-00-292-001-0-	260	CONST PCT2-	WORKER'S COMP	$18.83
			2015 Budgetary Impact	$736.33

2016 Budgetary Impact: $8,350.98

Possible Funding Sources: Interdepartmental Transfer.

Comments:

Hidalgo Co. Budget Office
2/3/2005

HIDALGO COUNTY
Personnel Adjustment Request Form

DEPARTMENT NAME/NUMBER: Hidalgo County Constable Pct. 2 (292-001) **DATE:** 11/13/2015

CURRENT POSITION TITLE: Deputy Constable Step II **CURRENT SLOT. #:** 0005

REQUESTED POSITION TITLE:
(For new positions or reclassifications)

REQUEST FOR:

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

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

POSITION SALARY REQUEST:

Salary Amount: $ 40,510.00 (Current Budgeted Salary) $ 0.00 (Proposed Budgeted Salary) $ <40,510.00> (Net Change)

Position to be funded from one of the following:

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

☐ Other _____

POSITION Type:

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

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

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

TEMPORARY POSITIONS:

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

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

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

To create a Sergeant position.

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

Please see attachment #2

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

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

Checking deputies paperwork, leading and guiding deputies in their day to day duties, arrange funeral escorts, arrange tax sales, coordinate the execution of tax warrants, coordinate, evaluate and participate in by-annual physical assessment.

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	11-5-15 DATE	FUNDING AVAILABLE IN DEPT. BUDGET	☐ YES	☐ N
2. HUMAN RESOURCES DIRECTOR	11/13/2015 DATE	PERSONNEL PROCEDURES COMPLETED	☑ YES	☐ N
3. DEPARTMENT OF BUDGET & MANAGEMENT	11/24/2015 DATE	BUDGET PROCEDURES COMPLETED	☑ YES	☐ N
4. COMMISSIONERS COURT APPROVAL	DATE			

HIDALGO COUNTY
Personnel Adjustment Request Form

DEPARTMENT NAME/NUMBER: Hidalgo County Constable Pct. 2 (292-001) **DATE:** 11/13/2015

CURRENT POSITION TITLE: **CURRENT SLOT. #:** 0015

REQUESTED POSITION TITLE: Sergeant Step I
(For new positions or reclassifications)

REQUEST FOR:

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

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

POSITION SALARY REQUEST:

Salary Amount: $ 0.00 (Current Budgeted Salary) $ 47,359.00 (Proposed Budgeted Salary) $ 47,359.00 (Net Change)

Position to be funded from one of the following:

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

☐ Other _____

POSITION Type:

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

Enter hourly rate for temp. positions

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

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

TEMPORARY POSITIONS:

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

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

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

As per the Constables law enforcement pay plan.

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

Please see attachment #2

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

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

Checking deputies paperwork, leading and guiding deputies in their day to day duties, arrange funeral escorts, arrange tax sales, coordinate the execution of tax warrants, coordinate, evaluate and participate in by-annual physical assessment.

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	11-5-15 DATE	FUNDING AVAILABLE IN DEPT. BUDGET	☐ YES	☐ N
2. HUMAN RESOURCES DIRECTOR	11/13/2015 DATE	PERSONNEL PROCEDURES COMPLETED	☑ YES	☐ N
3. DEPARTMENT OF BUDGET & MANAGEMENT	11/24/2015 DATE	BUDGET PROCEDURES COMPLETED	☑ YES	☐ N
4. COMMISSIONERS COURT APPROVAL	DATE			

AI-52394 **Human Resources** **11. E.**

CC - REGULAR

Meeting Date: 12/01/2015

Submitted By: Diana Munoz, HUMAN RESOURCES

Department: HUMAN RESOURCES

Information

CAPTION

Pct 2 Road Maintenance (1200):
1. Approval, discussion and consideration to create one (1) regular full-time position as follows effective 12/1/2015:

Dept/ Program	Slot#	Position Title	Budgeted Salary
122-006	0098	Mechanic III	$40,000.00

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

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2015 **ACCT. #:** 5-1200-431-00-122-006-0-XXX

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

BUDGETARY IMPACT:

Funds available pending intradepartmental transfer AI-52394

Attachments

Transfer
Fiscal Note
PAR FORM

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	11/24/2015 08:01 AM
Purchasing Department	Monica Badillo	11/25/2015 03:08 PM
Form Started By: Diana Munoz		Started On: 11/23/2015 02:59 PM
Final Approval Date: 11/25/2015		

DATE: December 1, 2015

2015
Transfer

DEPARTMENT HEAD: Commissioner Eduardo "Eddie" Cantu

DEPARTMENT NAME: Hidalgo County Precinct 2 Rd Maint

ACCOUNT NUMBER: 5-1200-431-00-122-006-0-XXX

Contact Person: Erika Zamora **Ph#:** (956) 787-1891 Ext. 2015

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

Honorable Commissioners' Court of Hidalgo County:

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

FROM OBJECT CODE	OBJECT DESCRIPTION	**TO** OBJECT CODE	OBJECT DESCRIPTION	**AMOUNT**
890	Other	113	Regular Full Time Employee	3,524.90
890	Other	211	Health Insurance	522.39
890	Other	212	Life Insurance	3.31
890	Other	220	FICA	269.66
890	Other	230	Retirement	374.70
890	Other	250	Unemployment Comp	21.15
890	Other	260	Workers Comp	85.30
			TOTAL	**4,801.41**

REASON:
To fund Creation of Mechanic III position.

DEPARTMENT HEAD SIGNATURE

DATE

APPROVED COMMISSIONERS' COURT

ATTEST COUNTY CLERK

HIDALGO COUNTY
Department of Budget & Management
FISCAL NOTE

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

To: Commissioner' Court
From: Sergio Cruz, Budget Officer
CC Date: Tuesday, December 01, 2015 Agenda Item: 52394

Summary of request/proposal:
PCT2 RD MAINT (1200)-
Approval to create the following full-time position, effective next pay period 12/1/15:

Fund	Position	Slot #	Obj	Current Budgeted Salary Allowance	Proposed Budgeted Salary/ Allowance	Total Requested
1200	Mechanic III	0098	113	0.00	40,000.00	40,000.00
				0.00	40,000.00	40,000.00

Budgetary Impact:

INCREASE/DECREASE ACCOUNT NUMBER		ACCOUNT (OBJECT) NAME		AMOUNT
5-1200-431-00-122-006-0-	113	PCT2 RD MAINT-	REGULAR FULL TIME	$3,524.90
5-1200-431-00-122-006-0-	211	PCT2 RD MAINT-	HEALTH INSURANCE	$522.39
5-1200-431-00-122-006-0-	212	PCT2 RD MAINT-	LIFE INSURANCE	$3.31
5-1200-431-00-122-006-0-	220	PCT2 RD MAINT-	FICA	$269.66
5-1200-431-00-122-006-0-	230	PCT2 RD MAINT-	RETIREMENT	$374.70
5-1200-431-00-122-006-0-	250	PCT2 RD MAINT-	UNEMPLOYMENT COMP	$21.15
5-1200-431-00-122-006-0-	260	PCT2 RD MAINT-	WORKER'S COMP	$85.30
			2015 Budgetary Impact	$4,801.41

2016 Budgetary Impact: $54,697.56

Possible Funding Sources: Intradepartmental Transfer.

Comments:

Hidalgo Co. Budget Office
2/3/2005

HIDALGO COUNTY
Personnel Adjustment Request Form

RECEIVED
NOV 20 2015
HUMAN RESOURCES

DEPARTMENT NAME/NUMBER: Pct 2 Rd Maint (122-006) **DATE:** 12/1/2015

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

REQUESTED POSITION TITLE: Mechanic III - Slot#0098
(For new positions or reclassifications)

REQUEST FOR:

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

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

POSITION SALARY REQUEST:

Salary Amount: $ 0 (Current Budgeted Salary) $ 40,000.00 (Proposed Budgeted Salary) $ 40,000.00 (Net Change)

Position to be funded from one of the following:

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

☑ Other Acct No. 5-1200-431-00-122-006-0-890

POSITION Type:

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

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

Enter hourly rate for temp. positions
$ _____
Hourly Rate * 2,080 hrs. per year = Annual Salary

TEMPORARY POSITIONS:

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

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

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

Precinct 2 Re-organization Plan.

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

N/A

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

N/A

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

N/A

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

HUMAN RESOURCES: Classification and Salary Recommendation

BUDGET & MANAGEMENT: Classification and Salary Recommendation

1.	DEPARTMENT HEAD	11/20/15 DATE	FUNDING AVAILABLE IN DEPT. BUDGET	☑ YES	☐ NO
2.	HUMAN RESOURCES DIRECTOR	11/23/2015 DATE	PERSONNEL PROCEDURES COMPLETED	☑ YES	☐ NO
3.	DEPARTMENT OF BUDGET & MANAGEMENT	11/24/2015 DATE	BUDGET PROCEDURES COMPLETED	☑ YES	☐ NO
4.	COMMISSIONERS COURT APPROVAL	DATE			

AI-52405 **Fire Marshal's Office** **13. A.**

CC - REGULAR

Meeting Date: 12/01/2015

Submitted By: Glinda Pacheco, BUDGET & MANAGEMENT

Department: FIRE MARSHAL'S DEPT.

Information

CAPTION

Discussion and approval of the following 2016 Rural Emergency Services Interlocal Agreement(s) with:
1.) City of Alamo
2.) City of Alton
3.) City of Donna
4.) City of Edcouch
5.) City of Edinburg
6.) City of Elsa
7.) City of Hidalgo
8.) City of La Joya
9.) City of La Villa
10.) City of Linn-San Manuel
11.) City of McAllen
12.) City of Mercedes
13.) City of Mission
14.) City of Monte Alto
15.) City of Palmview
16.) City of Pharr
17.) City of San Juan
18.) City of Sullivan
19.) City of Weslaco

BACKGROUND

Form was submitted & approved by District Attorneys Office.

Fiscal Impact

FISCAL YEAR: 2016 **ACCT. #:** 6-1100-422-20-300-002-0-841

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

BUDGETARY IMPACT:

Funds available in 2016 budget.

FISCAL YEAR: 2016 **ACCT. #:** 6-1100-422-20-300-003-0-841

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

BUDGETARY IMPACT:

Funds available in 2016 budget.

FISCAL YEAR: 2016 **ACCT. #:** 6-1100-422-20-300-004-0-841

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

BUDGETARY IMPACT:

Funds available in 2016 budget.

FISCAL YEAR: 2016 **ACCT. #:** 6-1100-422-20-300-005-0-841

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

BUDGETARY IMPACT:

Funds available in 2016 budget.

FISCAL YEAR: 2016 **ACCT. #:** 6-1100-422-20-300-006-0-841

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

BUDGETARY IMPACT:

Funds available in 2016 budget.

FISCAL YEAR: 2016 **ACCT. #:** 6-1100-422-20-300-007-0-841

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

BUDGETARY IMPACT:

Funds available in 2016 budget.

FISCAL YEAR: 2016 **ACCT. #:** 6-1100-422-20-300-008-0-841

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

BUDGETARY IMPACT:

Funds available in 2016 budget.

FISCAL YEAR: 2016 **ACCT. #:** 6-1100-422-20-300-009-0-841

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

BUDGETARY IMPACT:

Funds available in 2016 budget.

FISCAL YEAR: 2016 **ACCT. #:** 6-1100-422-20-300-010-0-841

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

BUDGETARY IMPACT:

Funds available in 2016 budget.

FISCAL YEAR: 2016 **ACCT. #:** 6-1100-422-20-300-011-0-841

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

BUDGETARY IMPACT:

Funds available in 2016 budget.

FISCAL YEAR: 2016 **ACCT. #:** 6-1100-422-20-300-012-0-841

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

BUDGETARY IMPACT:

Funds available in 2016 budget.

FISCAL YEAR: 2016 **ACCT. #:** 6-1100-422-20-300-013-0-841

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

BUDGETARY IMPACT:

Funds available in 2016 budget.

FISCAL YEAR: 2016 **ACCT. #:** 6-1100-422-20-300-014-0-841

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

BUDGETARY IMPACT:

Funds available in 2016 budget.

FISCAL YEAR: 2016 **ACCT. #:** 6-1100-422-20-300-015-0-841

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

BUDGETARY IMPACT:

Funds available in 2016 budget.

FISCAL YEAR: 2016 **ACCT. #:** 6-1100-422-20-300-016-0-841

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

BUDGETARY IMPACT:

Funds available in 2016 budget.

FISCAL YEAR: 2016 **ACCT. #:** 6-1100-422-20-300-017-0-841

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

BUDGETARY IMPACT:

Funds available in 2016 budget.

FISCAL YEAR: 2016 **ACCT. #:** 6-1100-422-20-300-018-0-841
FUNDS AVAILABLE Y/N?: Y **MATCHING FUNDS Y/N?:** N

BUDGETARY IMPACT:
Funds available in 2016 budget.

FISCAL YEAR: 2016 **ACCT. #:** 6-1100-422-20-300-019-0-841
FUNDS AVAILABLE Y/N?: Y **MATCHING FUNDS Y/N?:** N

BUDGETARY IMPACT:
Funds available in 2016 budget.

FISCAL YEAR: 2016 **ACCT. #:** 6-1100-422-20-300-026-0-841
FUNDS AVAILABLE Y/N?: Y **MATCHING FUNDS Y/N?:** N

BUDGETARY IMPACT:
Funds available in 2016 budget.

Attachments

Rural Contract-Alton
Rural Contract-Pharr
Rural Contract-San Juan
Rural Contract-Sullivan
Rural Contract-Weslaco
Rural Contract-Linn San Manuel
Rural Contract-Monte Alto
Rural Contract-Mission
Rural Contract-Palmview
Rural Contract-LaVilla
Rural Contract-LaJoya
Rural Contract-Mercedes
Rural Contract-Edinburg
Rural Contract-Donna
Rural Contract-McAllen
Rural Contract-Elsa
Rural Contract-Hidalgo
Rural Contract-Edcouch
Rural Contract-Alamo
Legals Approval

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	11/24/2015 04:03 PM
Auditor's Office	Veronica Ortiz	11/25/2015 09:15 AM
Glinda Pacheco (Originator)	Glinda Pacheco	11/25/2015 10:46 AM
Purchasing Department	Monica Badillo	11/25/2015 03:08 PM

Form Started By: Glinda Pacheco Started On: 11/24/2015 09:48 AM

Final Approval Date: 11/25/2015

Interlocal Cooperation Agreement between City of Alton and Hidalgo County, Texas.

STATE OF TEXAS

COUNTY OF HIDALGO

THIS Interlocal Cooperation Agreement is made on the **1** day of **December,** by and between the COUNTY OF HIDALGO, TEXAS, hereafter called County, and the City of **Alton,** TEXAS, a municipal corporation/non-incorporated area hereinafter called CITY/ENTITY, is made under the authority of Chapter 791.001, Texas Government Code to be effective on the **1** day of **January, 2016**.

Entity and County are authorized to enter into this Agreement pursuant to the Interlocal Cooperation Act, Texas Government Code 791.001 et seq., which authorizes local governments to contract with each other to perform Governmental functions under the terms of the Act.

1.0 TERMS

1.1 This contract shall be for a period commencing on **January 1, 2016**, and shall terminate on **January 1, 2019**.

1.2 After **January 1, 2019**, this Contract, unless terminated as provided elsewhere shall be renewed on a month-to-month basis, under the same fee(s), rate(s), term and conditions of this agreement, until re-negotiated by mutual consent of both parties.

1.3 Either party has the option to terminate this Contract without cause by written notification, to the other on sixty (60) day notice.

1.4 The Rural Emergency Service Incident Report (Exhibit "A") form must be utilized as part of the monthly report submitted to the County Fire Marshal or his designee.

1.5 Any modifications to invoices shall be approved by both parties. Denial of any reimbursement shall be made within fourteen (14) working days after receipt of such invoice by the County Fire Marshal. Invoices which are approved shall be paid no later than thirty (30) days upon receipt of invoice by County.

1.6 Commencing on the **1** day of **January** 2016 and on each anniversary of that date thereafter, the parties hereinafter agree to an annual increase as identified in (Exhibit "B").

2.0 DEFINITIONS

BEE ATTACK – Any response to a situation where there is an on-going attack on person(s), domestic animal(s), and/or livestock, or a recent attack that requires first responder entrance into the immediate scene to rescue any person(s.) **EXCLUDING** situations of bee removal of hazards where no attack is in progress, or sustained at the time of response.

CATEGORY – All responses shall be categorized in a category that will be enumerated as I, II, III. Categories are designed to simplify reporting, queries and reimbursement requests.

COUNTY FIRE MARSHAL – the person appointed by the Commissioners Court in accordance with LGC 352 who is responsible for the administration of fire investigations, fire safety inspections, and fire prevention activities, administration of the Rural Emergency Services Contract and enforcement of the most recently adopted International Fire Code. This is a Sworn position.

ENTITY - Parent organization of Fire Department whose members are full time, part time, paid or unpaid volunteers and for the purposes of this contract includes any elements from any public works department that are requested or deployed to assist with the suppression, control or extinguishment of a fire.

COUNTY FIRE INVESTIGATORS – Those officers designated as such, by the County Fire Marshal that are responsible for all duties which may be assigned by the County Fire Marshal.

CHIEF DEPUTY / DEPUTY FIRE MARSHAL – Those officers designated and commissioned by the County Fire Marshal that are responsible for all duties which may be assigned by the County Fire Marshal.

FALSE ALARM CALL - Any emergency response to a mischievous or malicious call, or false call; or fire alarm system malfunctions that require fire personnel to investigate the scene or incident to make a determination as to whether or not there is a fire. If there are two or more alarms at the same location for the same reason, and from the same source, the responding Entity shall notify the Fire Marshal by the next working date.

FIREFIGHTING – Any working Structural or Commercial Vehicle fire upon arrival, a petroleum based fire **EXCLUDING** rubbish fire(s) (trash fire), or Authorized, Unauthorized Uncontrolled/ controlled land clearing fire(s).

GOOD INTENT CALLS – Any emergency call response where fire personnel were summoned, but were not required dealing with the incident, there was no actual incident, where no actual services, investigation, or standby was rendered or needed. Response to this type of call must come through a dispatch point.

HAZARDOUS MATERIAL FIRST RESPONDER INCIDENT – any response to any incident at the first responder (awareness, and operations) level, as defined by the Environmental Protection Agency and/or the Texas Commission on Environmental Quality and includes, hazardous material Identification, low level containment / Mitigation, i.e. fuel spills, from any vehicle, including motor vehicles, trains, motorcycle or aircraft.

HAZARDOUS MATERIAL TECHNICIAN LEVEL INCIDENT– any response to any incident at the Technician level, as defined by the Environmental Protection Agency and/or the Texas Commission on Environmental Quality and includes, hazardous material Identification via Monitoring / Identification devices, and or specialized equipment for such purposes, High level containment / Mitigation, i.e. Solid, Liquid, Gas (Vapor) Chemical / Fuel spills from and structure, vehicle, and or storage type facility..

INCORPORATED AREA - any area(s) within Hidalgo County that exist at time of execution thereof, and as they may be amended by reasons of annexation and/or de-annexation of property by any respective city.

LAW ENFORCEMENT ASSISTANCE – any non-fire assistance requested by County, State, or Federal Law Enforcement Agency, and includes, but is not limited to – vehicle recovery (water), crowd control, and "standing-by" for any situation in pursuance of a law enforcement, and or Investigative mission **EXCLUDING** MVA duties (traffic Control, washdowns, patient packaging).

MASS CASUALTY INCIDENT – all emergency rescues and/or recovery of victims, eight (8) victims or more, from any major incident or accident, i.e. Haz-Mat, aircraft, any passenger transportation bus, regardless of cause, building collapse, or assembly area.

MEDICAL CALL – In an emergency situation, under exigent circumstances, where there is a delayed response by the contracted EMS provider (Greater than 20 Minutes) and the situation dictates immediate medical attention due to the delay by the EMS provider **excluding** immediate first aid to stabilize a victim at a scene, when already on scene. This section is not to be construed as a reimbursement plan for a fire-based department that operates an emergency medical service (EMS) otherwise covered by any other contracts that are already in place.

MUTUAL AID – A Primary Entity response to an emergency event where the situation is of such magnitude , either upon arrival or during the actual response, that the primary city/entity must declare a multiple alarm and request response from one or more Secondary Entity(s) and such assistance is necessary to control, extinguish, or otherwise assist with the response. This includes any element of public works that is called upon to help mitigate the emergency. The call for additional resources made by the Primary Entity from the Secondary Entity may be based on the extenuating circumstances, and may be made by the on-scene incident commander, and must go through a dispatch point with approval from the most senior officer that is on duty for the Entity. The Fire Marshal may authorize and/or request mutual aid at any time whether or not on-scene, when the request is made directly to them. Secondary entities may be reimbursed at the same rate as the primary entity upon approval of the Fire Marshal, when sufficiently documented as a "Special Situation".

NATURAL VEGETATION – The plants of an area or region, collectively – any plant life, present in or produced by nature, whether growing or not. Fuel for a wild-land or grass fire.

OPERATIONAL PERIOD – 12 hour standard as recognized by the National Incident Management system.

PETROLEUM BASED INCIDENT – any incident or fire whose main fuel source includes natural gas, liquefied gas, crude or refined oil or any other petroleum based product that may be used or processed as fuel or as a precursor for fuel. It also includes any storage container, conveyance of said

product, whether by motor vehicle, pipeline or any other type of transport medium **EXCLUDING** propane tanks used for residential or commercial service (100lbs or under).

PRIMARY ENTITY – the Entity who is a party to this contract with the County that is assigned to respond as the lead fire-based response agency to an area where the emergency occurred as per Section II, Paragraph A, of this contract. This may be based on geographical assignments or capability.

PUBLIC WORKS RESPONSE – Any incident response that requires operational support elements from what is commonly referred to as Public Works, to respond to an emergency situation, to help mitigate, control, or otherwise facilitate the overall response. This response may only be requested and authorized by the on-scene Incident Commander through the Fire Marshal.

RECOVERY CALL – Body - Any recovery of a deceased victim.

REIMBURSEMENT PLAN – method by which a Entity is reimbursed by the County for emergency services rendered in any rural area within Hidalgo County.

REGIONAL RESPONSE TEAM – response to any special situation to provide tactical rescue assistance and support for any first responder regardless of discipline. Regional Response Teams are based and maintained from the Lower Rio Grande Valley Development Council (LRGVDC) Homeland Security Association Committee (HSAC).

RESPONSE AREA – the geographical area assigned to the Entity within the rural areas of the County, wherein the respective Entity Shall be responsible for primary response to an emergency call for service.

RUBBISH – trash, garbage, brush, grass or other unwanted things, and includes any tangible item discarded, collected, or recycled arranged as to burn for cleaning / clearing as a part of a controlled situation, whether permitted or not.

RURAL AREA – any non-incorporated areas within Hidalgo County, as they exist at the time of execution thereof, and as they may be amended by reasons of annexation and/or de-annexation of

property by any respective city or any incorporated area within Hidalgo County that does not provide its own emergency services or response.

RURAL RESPONSE DISTRICT – The area designated for the respective Primary Entity for emergency response within a delineated geographical area as depicted and described in Exhibit "B", attached hereof. The rural response district may be amended from time to time pursuant to Section3.2.

SEARCH and RESCUE CALLS – all rescues of person(s) living , from water, high angle, confined space, or all rescue/extrication of person(s) from entanglement, entrapment, enclosed areas, elevators, building collapse **EXCLUDING** Recovery, and/or Vehicle Extrication.

SECONDARY CITY – the Entity who is a party to a cooperative agreement with the County and is assigned or requested to respond to assist the primary city in any type of emergency response to an area where the emergency occurred (Mutual Aid). The response may occur anywhere within the rural County and may be based on geographical assignment or capability **EXCLUDING** all aid to other Jurisdictions in their city limits.

SERVICE CALLS – any call involving unauthorized burning, smoke scare, mischievous or malicious calls, and alarm system malfunctions requiring fire personnel to deal with an incident, but where no actual services, investigation or standby was rendered or needed.

SPECIAL SITUATIONS – Any situation in which the Entity performed in a manner that is not covered in any of the above described situations, or for an extended period of time. The Fire Chief must justify the exigent circumstances for the response to the incident and reason for reimbursement request. If the response by the Entity covers two or more operational periods, this fee may charged per day, above and beyond any other fees. The Fire Chief shall seek authorization from the County Fire Marshal, or his representative, justifying the exigent circumstances for the response to the incident prior to responding to a special situation. If authorized by the County Fire Marshal and if the response by the Entity covers two or more operational periods, this fee may be charged per day, above and beyond any other fees.

STRUCTURE – any construction within reason, or any production or piece of work artificially built or composed of parts joined together in some definite manner, that is built, under construction or constructed and it includes any edifice, or building of any kind.

TRAFFIC CONTROL – Any incident response where the nature of the call is strictly for traffic control assistance.

MOTOR VEHICULAR ACCIDENT (MVA) – any motor vehicle or automobile collision regardless of amount of or type of vehicles involved, where services other than "VEHICULAR EXTRICATION" is performed.

VEHICULAR EXTRICATION – any emergency extrication of person(s) with the use of specialized hydraulic, and or manual tools from wreckage entanglement as a result of an automobile collision, regardless of motor vehicle type.

VEHICLE FIRE -A working fire – upon arrival that involves any vehicle fire. (i.e. Semi-Truck and or Trailer, Transport Vehicle, Service Vehicles, commuter bus or personal vehicle, car, truck, van).

WASH DOWN – Any hazardous based spill where there is no fire and the spill is under thirty-five (35) gallons. I.e. roadway, parking lots, etc. that requires a wash down – no vehicular accident.

WILDLAND FIRE - Any fire occurring in vegetative areas regardless of ignition sources, damages or benefits. An uncontrolled fire in grassland, brush-land, or land sown to crops. For the purposes of this contract any fire within the confines of the above definitions that requires an emergency response of an entity **excluding** prescribed type Brush land clearing operation or rubbish fire(s).

WIRELINE INCIDENTS (All TYPES) – where the response is of such nature that there is a "downed-wire" or "low-hanging wire" or energized or with or without fire- and the responding Entity must standby and await the arrival of a utility company or responding Entity must remove, and or mitigate the non-emergency situation. Any situation where there is immediate danger to the public from an electrical wire, and the situation dictate immediate traffic control, or public redirection or any situation where there is no immediate danger to the public from an electrical wire, and the situation

does not dictate immediate traffic control, or public redirection. Where the entity is not required to stand-by for the service company.

3.0 ENTITY RESPONSIBILITIES

3.1 Entity hereby agrees to provide emergency fire response based services, if resources are available, to the geographically assigned Rural Response District, within the County, as may be required by the County Fire Marshal or otherwise as delineated within this contract.

3.2 Entity hereby agrees to the designation of Primary (response) within their designated Rural Response District as depicted in the attached map, as Exhibit "C". Each Entity Rural Response District may be amended from time to time during the period of this contract by annexation or de-annexation of property by any respective city(s), or by agreement of the County Fire Marshal, and Fire Chief(s) responsible for the existing Rural Response District. The Response Districts and assigned Entity will be provided to the designated 911 Coordinator and the Sheriff's Office. A map depicting the Rural Response Districts of all participating Entity(s) shall be maintained and provided upon request by the County Fire Marshal, at their designated office.

3.3 Entity hereby agrees to seek authorization from the County Fire Marshal **PRIOR** to responding to a XXX outside of the Rural Response Districts' geographical area as delineated and depicted in Exhibit "B". Unless authorized by the County Fire Marshal, Entity and/or Rural Response District shall not be reimbursed for services rendered outside their designated geographical area.

3.4 Entity hereby agrees to provide the County Fire Marshal, with any and all records, reports, and documents, to include, but not limited to, statistics, data, calls for service records, dispatch logs, and any other records or other documents necessary to support the invoice or request for reimbursement as herein provided. In the absence of the Fire Marshal, said records, reports, and documents may be provided to the County Judge or his designee. The standard reimbursement request shall be timely submitted. Unless this subsection is fully complied with, reimbursements shall not be granted.

3.5 Entity agrees that in multi-agency response calls, the communications interoperability radio channels will be used as primary communications with the designated incident commander. The Incident Commander or assigned communications officer may designate user and sub-user groups as necessary.

3.6 Entity agrees to allow the County Fire Marshal, full access to any and all operational communications frequencies / talk groups, that the Entity operates on and authorize the County Fire Marshal to use

those frequencies/talk groups during a response to a designated emergency situation that the Entity responds to. This will include assigning user-identification numbers (if available) to any County Fire Marshal communications radio.

3.7 Entity agrees to practice NIMS/ICS during any multi-agency – multi-tiered response.

3.8 Entity agrees to provide its' own insurance for equipment, vehicles, and personnel used in performing any of the services described herein. Emergency vehicles and fire-fighting equipment must be owned and/or managed by the Entity. Entity agrees to provide proof of current and adequate vehicle, equipment and workmen's compensation insurance to the County upon submission of this contract or upon request from the County Fire Marshal.

3.9 During extended operations as designated by the Incident Commander, the Entity agrees to provide adequate hydration and sustenance for its firefighters/emergency response personnel.

3.10 Entity agrees that it will not cause, create or allow any type of "roving-patrols" or "smoke-hunting / chasing" operations by full-time employees, volunteers or paid-volunteers, in an effort to seek out emergency responses. Any simple trash burning calls will be referred to the appropriate law enforcement agency, i.e.. Fire Marshal, Constable Office or Sheriff's Office, unless the Roving preventive fire patrol activity is requested and authorized by the Fire Marshal in writing during an emergency situation, burn ban period, or fireworks ban period.

COUNTY RESPONSIBILITIES

4.1 In consideration for the Entity's Rural Emergency Services, the County will reimburse the Entity in the manner provided herein.

4.2 The County shall designate a person and office that shall be known as the County Fire Marshal and County Fire Marshal's Office, who shall have the following responsibilities;

4.2.1 **ADMINISTRATION**

a. Administration of Fire Marshal's Office

b. Cause Burn Ban Signs (during designated times) to be displayed in conspicuous locations at all major roadway entrances to the County.

c. Commercial Building Inspections

d. Fire Safety Inspections

e. Adult and Child Day Care Facility Inspections

f. Health Care Facility Inspections

g. Existing and New Construction Inspections

h. Implementation and Enforcement of the most current version of the International Fire Code.

i. Issuance and Regulation of Burn Permits in Rural County areas

j. Monitor weather conditions and cause burn bans and fireworks bans to be enacted by the Commissioners Court, as appropriate.

k. Plat/Plan Reviews and approvals

l.

4.2.2 **INVESTIGATIONS**

a. Conduct Fire Investigations

b. Assist and guide other law enforcement agencies with Fire Code violations and enforcement.

c. Provide Information and Reports

d. Provide assistance to municipal departments with Fire Investigations, upon request.

e. Issue Citations, make arrests, and file criminal cases as appropriate.

4.2.3 **FIRE PREVENTION**

a. Plan, coordinate and direct activities.

b. Conduct and participate in training with all Fire Departments.

c. Acquire and maintain equipment.

d. Conduct public education.

e. Perform fire safety presentations.

4.2.4 **ADMINISTER RURAL EMERGENCY SERVICES CONTRACT**

a. Review and process all requests for reimbursements.

b. Will confer with appropriate Fire Chief on any discrepancies on requests for reimbursement.

c. Shall determine if a Rural Response District may respond to a XXX outside of the Rural Response Districts' geographical area as delineated and depicted in Exhibit "C".

4.2.5 **RESPONSE**

a. When requested, respond to a fire scene within a reasonable time to conduct an investigation into the cause of the fire.

b. Will respond to any major incidents.

c. Will integrate into the NIMS/ICS structure as appropriate

d. Will assist the Incident Commander with any duties as assigned.

e. Will provide Law Enforcement assistance/coordination as needed

5.0 LIABILITY

5.1 Entity and County agree pursuant to Section 352.004, Texas Local Government Code that the acts of any person or persons travelling to or from or in a manner as defined in Section 3, shall be deemed as the acts of agents or employees of the County in all respects, notwithstanding such person or persons may otherwise be employees or firefighters of the Entity.

5.2 The County of Hidalgo and Entity agree that they will provide general liability insurance coverage for liabilities caused by vehicles, equipment, and personnel. Entity shall be responsible for any damage to its vehicles or equipment used in performing services under this Agreement. Each party agrees that it shall provide general liability insurance coverage for the action of their respective employees and firefighters.

5.3 Nothing herein shall be construed to prevent either party from becoming self-insured. Each Entity participating and entering into this contract must provide written proof of

insurance to the County when submitting the contract for approval. Upon request by the County or it's duly authorized representative, the Entity must provide documentation of completion of any other State or Federal fire-fighting training requirements.

5.4 If either party cannot acquire the insurance required herein, this Agreement shall be void and the parties shall negotiate their respective obligations regarding emergency services response in the rural areas of Hidalgo County at the time. If at any time during the year the respective Entity loses its insurance capacity, it must immediately report this to the Fire Marshal and cease any responses to their assigned Rural Response District.

6.0 REIMBURSEMENT PLAN

6.1 County shall reimburse Entity for services provided hereunder in a lump sum with payment to be made monthly as follows:

6.1.1 Entity shall keep true and accurate records of all rural emergency services provided hereunder and shall submit, on a monthly basis (within a reasonable time), any Rural Emergency Service Incident Reports to the County Fire Marshal, reporting is a condition precedent to receiving payments from the County. The Rural Emergency Service Incident Report form(s), and supporting documents as listed in Section 3.4 shall be required as part of the monthly report. Accident Prevention Plan documentation is required from any Entity that utilized the County Worker's Compensation Policy, as described in Section 5.3.

6.1.2 County shall communicate and provide a written itemized list of emergency services not approved for reimbursement or any change in the reimbursement rate / category to the Entity with an explanation for the disapproval or change to the Fire Chief of entity for his approval or challenge within fourteen (14) working days of receipt of invoices from Entity.

6.1.3. County Fire Marshal shall accumulate records of all rural emergency service responses provided by all Entity(s) within Hidalgo County and shall calculate the amount due each Entity.

a. Any and all disputes of Entity reports shall be addressed directly to the Fire Marshal and/or the Entity in writing.

b. If a resolution of dispute for emergency response services cannot be reached, the reporting Entity may appeal to the Hidalgo County Commissioner's Court.

6.1.4. For all rural emergency calls serviced by the Entity within its emergency response district, Entity shall receive a monthly lump-sum payment for all authorized services, corresponding to that year, in accordance with the following payment schedule and categories;

(6.1.4.I.)	**CATEGORY I (CI)**	**Flat rate of $1,100.00 per incident.**
(6.1.4.II.)	**CATEGORY II (CII)**	**Flat Rate of $ 550.00 per incident**
(6.1.4.III.)	**CATEGORY III (CIII)**	**Flat Rate of $ 250.00 per incident.**

6.1.4.I. CATEGORY I. A rate of $ 1,100.00 per incident, as set forth, shall apply, during the terms of this Contract for:

.1 **FIREFIGHTING STRUCTURAL / COMMERCIAL VEHICLE** (as primary department)

.2 **HAZARDOUS MATERIALS (TECHNICIAN LEVEL)**

.3 **MASS CASUALTY**

.4 **RESCUE CALLS**

.5 **VEHICULAR EXTRICATION**

.6 **PUBLIC WORKS RESPONSE**

.7 **REGIONAL MEDICAL RESPONSE TEAM**

.8 **SECONDARY CITY/ENTITY** (in place of primary department.)

.9 **SPECIAL SITUATIONS**

.10 **GRASS / BRUSH WILDLAND FIRE**

.11 **REGIONAL RESPONSE TEAM**

6.1.4.II. CATEGORY II. A rate of $ 550.00 per incident, as set forth, shall apply, during the terms of this Contract for:

.1 **MEDICAL CALL**

.2 **MUTUAL AID**

.3 **MOTOR VEHICLE ACCIDENT (PATIENT PACKAGING, SECURE VEHICLE)**

.4 **LAW ENFORCEMENT ASSISTANCE**

.5 **RECOVERY CALL – BODY**

.6 **TRAFFIC CONTROL**

.7 **WASH DOWN**

.8 **BEE ATTACK**

.9 **PETROLEUM BASED INCIDENT STANDBY**

.10 **WIRELINE INCIDENTS (ALL TYPES)**

6.1.4. III CATEGORY III. A Rate of $ 250.00 per incident, as set forth, shall apply, during the terms of this Contract for:

.1 **LANDING ZONE**

.2 **HAZARDOUS MATERIALS (AWARENESS/OPERATIONS LEVEL)**

.3 **FALSE ALARM CALL**

.4 **GOOD INTENT CALLS**

.5 **SERVICE CALLS**

.6 **RUBBISH FIRE(S)(AUTHORIZED/UNAUTHORIZED CONTROLLED FIRE, PRESCRIBED BURN)**

.7 **PALM TREE FIRE (NON-MOVING VEGITATION)**

7.0. ASSIGNMENT

In the event a Rural Fire District(s) is created for the rural, non-incorporated areas of Hidalgo County, this contract may be assigned by County to such District, and Entity shall look solely to the District(s) to perform and assume all Obligations and Responsibilities of County.

8.0. AUDIT

Any and all requests from Entity for reimbursement from County or any past reimbursements made under this contract or its predecessors shall be subject to audit by the County Auditor's Office, and/or the Fire Marshal. Should an audit procedure be invoked, Entity agrees to provide any and all records, photographs, videos, or other documents, pertaining to any request or claim for reimbursement made or paid hereunder that are requested by the Auditor or Fire Marshal. Should the County Auditor determine that any payments made were not properly claimed under the terms of this contract, Entity agrees to remit the amount of payments so found by the County Auditor to the County within ten (10) working days, following the date of receipt of Entity of County Auditors written determination of same.

9.0. MISCELLANEOUS

9.1 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 the 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.

9.2 NO WAIVER. No waiver by any party hereto of any breach of any provision of this Agreement shall be deemed to be a waiver of any preceding or succeeding breach of the same or any other provision hereof.**9.3 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 indirectly 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. This Agreement supersedes any and all agreements by and between the parties hereto. All previous agreements concerning the subject matter hereof between the parties are terminated as of the date of this Agreement.

9.4 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.

9.5 NOTICE. Except as may be otherwise specifically provided in this Agreement, all notices, demands, request for 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 pre-paid and addressed to the parties at the addresses set forth below, or at such other addresses as may have been therefore specified by written notice delivered in accordance herewith:

If to Entity _____

_____

_____, Texas _____

If to County: County of Hidalgo
Ramon Garcia, County Judge
100 E. Cano St. 2nd Floor, Edinburg, Texas 78539 or
P.O. Box 1356, Edinburg, Texas 78540

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 of 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.

9.6 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.

9.7 SUCCESSORS. This agreement shall be binding upon and insure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors, and assigns where permitted by this Agreement.

9.8 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.

9.9 GENDER and NUMBER. All pronouns used in this Agreement shall include the other gender, whether used in the masculine, feminine, or neutral gender, and the singular shall include the plural whenever and as often as may be appropriate.

9.10 AUTHORITY TO EXECUTE. The execution and performance of this Agreement by each of the parties hereto has been duly authorized by all necessary laws, resolutions, ordinances, or governing body action, and the Agreement constitutes, the valid and enforceable obligations of the parties hereto in accordance with its terms.

9.11 PERFORMANCE of GOVERNMENT FUNCTIONS. Each party hereto is entering into this Agreement for the purpose of providing for governmental services or functions, and will pay for such services out of current revenues available to the paying party as herein provided.

9.12 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.

9.13 COMMITMENT of CURRENT REVENUES. In the event that, during any term hereof, the Commissioners Court does not appropriate sufficient funds to meet the obligations of County under this Agreement, County may terminate this Agreement upon ninety (90) days written notice to Company. County agrees, however, to use reasonable efforts to secure funds necessary for the continued performance of this Agreement. The parties intend this provision to be a continuing right to terminate this Agreement at the expiration of each budget period of County pursuant to the provisions of Tex. Loc. Govt. Code Ann. ' 271.903 (Vernon Supp. 1996).

9.14 MUTUAL INDEMNIFICATION. Without waiving its sovereign immunity, and to the extent provided by law, each party shall indemnify and hold harmless each other, its officers, officials, and employees from and against all claims and liabilities of any nature or kind, including costs and expenses for or on account of any claims, damages, losses, or expenses of any character whatsoever resulting in whole or in part from the negligent performance or omission of either party's employees or representatives connected with the activities described herein.

WITNESS THE HANDS OF THE PARTIES

(In duplicate originals effective on the day both parties' signatures are executed.

CITY OF ALTON

_____ _____

By: **Date**

ATTEST:

_____

City Secretary

COUNTY OF HIDALGO

_____ _____

Ramon Garcia, County Judge **Date**

ATTEST:

_____

Arturo Guajardo, Jr., County Clerk

Approved as to Form:

Office of Criminal District Attorney's Office
Ricardo Rodriguez, Jr.

By: _____
Victor M. Garza, Assistant District Attorney

EXHIBIT "A"

Rural Emergency Service Incident Report

(FORM MUST BE COMPLETED IN INK OR TYPED ON ALL INCIDENTS FOR REIMBURSEMENT) (Exhibit A)

DEPARTMENT: _____ COUNTY INCIDENT: _____

DATE :_____ ALARM TIME :_____ ARRIVAL TIME: _____ DEPART TIME: _____

SITUATION REPORTED:_____ SITUATION FOUND:_____

MUTUAL AID: _____ GIVEN: _____ RECEIVED: _____ DEPARTMENT: _____

_____ NON-APPLICABLE DEPARTMENT: _____

CALLER NAME: _____ REQUESTING PERSON: _____

CALLER NAME: _____

CALLER ADDRESS: _____ OTHER: _____ PHONE: _____

CALLER PHONE: _____ WALK-IN: _____

INCIDENT LOCATION: _____

OCCUPANT NAME: _____ OWNER NAME: _____

OWNER ADDRESS: _____

OWNER PHONE #: _____ OCCUPANT PHONE #: _____

INCIDENT CAUSE: _____

TYPE OF ACTION TAKEN: _____

UNITS RESPONDING: _____ UNITS COMMITTED: _____

OF PERSONNEL:_____ MILEAGE (ROUND TRIP):_____ ADVISED COUNTY FIRE MARSHAL: YES _____ NO: _____

COMMENTS:

_____

_____

_____

INCIDENT COMMANDER: _____ REPORT PREPARED BY: _____

ESTIMATED $ LOSS: _____ ATTEST: _____
FIRE CHIEF

REIMBURSEMENT REQUESTED: _____$250.00 _____$550.00 _____$1,100.00

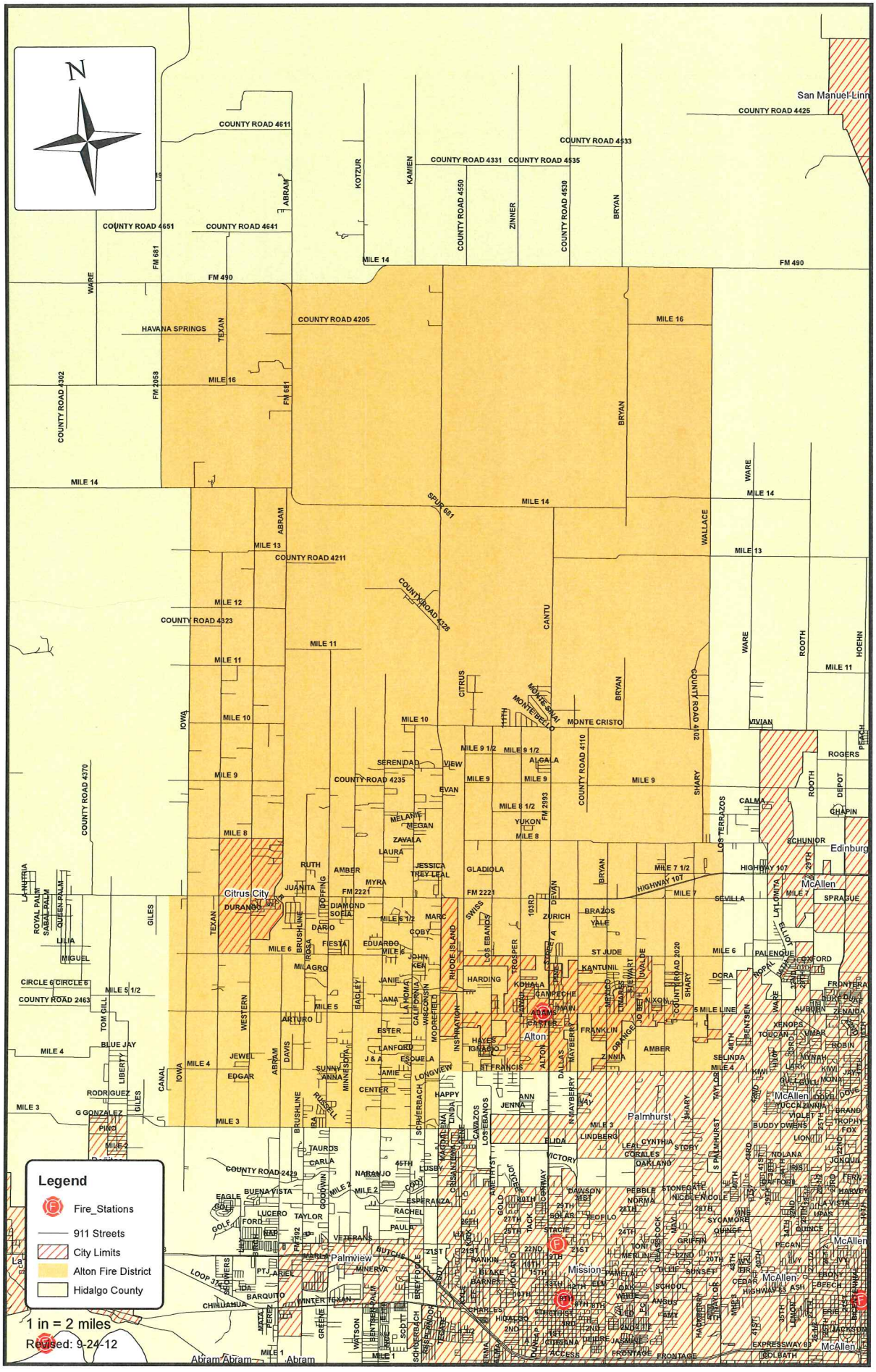
HCFMO Approval Amount: _____$250.00 _____$550.00 _____$1,100.00

EXHIBIT "B"

PAY OUT PLAN:			
	2016	**2017**	**2018**
CATEGORY I	$ 1,100	$ 1,250	$ 1,375
CATEGORY II	$ 550	$ 600	$ 665
CATEGORY II	$ 250	$ 275	$ 300

EXHIBIT "C"

Alton Fire District



Interlocal Cooperation Agreement between City of Pharr and Hidalgo County, Texas.

STATE OF TEXAS

COUNTY OF HIDALGO

THIS Interlocal Cooperation Agreement is made on the **1** day of **December,** by and between the COUNTY OF HIDALGO, TEXAS, hereafter called County, and the City of **Pharr,** TEXAS, a municipal corporation/non-incorporated area hereinafter called CITY/ENTITY, is made under the authority of Chapter 791.001, Texas Government Code to be effective on the **1** day of **January, 2016**.

Entity and County are authorized to enter into this Agreement pursuant to the Interlocal Cooperation Act, Texas Government Code 791.001 et seq., which authorizes local governments to contract with each other to perform Governmental functions under the terms of the Act.

1.0 TERMS

1.1 This contract shall be for a period commencing on **January 1, 2016**, and shall terminate on **January 1, 2019**.

1.2 After **January 1, 2019**, this Contract, unless terminated as provided elsewhere shall be renewed on a month-to-month basis, under the same fee(s), rate(s), term and conditions of this agreement, until re-negotiated by mutual consent of both parties.

1.3 Either party has the option to terminate this Contract without cause by written notification, to the other on sixty (60) day notice.

1.4 The Rural Emergency Service Incident Report (Exhibit "A") form must be utilized as part of the monthly report submitted to the County Fire Marshal or his designee.

1.5 Any modifications to invoices shall be approved by both parties. Denial of any reimbursement shall be made within fourteen (14) working days after receipt of such invoice by the County Fire Marshal. Invoices which are approved shall be paid no later than thirty (30) days upon receipt of invoice by County.

1.6 Commencing on the **1** day of **January** 2016 and on each anniversary of that date thereafter, the parties hereinafter agree to an annual increase as identified in (Exhibit "B").

2.0 DEFINITIONS

BEE ATTACK – Any response to a situation where there is an on-going attack on person(s), domestic animal(s), and/or livestock, or a recent attack that requires first responder entrance into the immediate scene to rescue any person(s.) **EXCLUDING** situations of bee removal of hazards where no attack is in progress, or sustained at the time of response.

CATEGORY – All responses shall be categorized in a category that will be enumerated as I, II, III. Categories are designed to simplify reporting, queries and reimbursement requests.

COUNTY FIRE MARSHAL – the person appointed by the Commissioners Court in accordance with LGC 352 who is responsible for the administration of fire investigations, fire safety inspections, and fire prevention activities, administration of the Rural Emergency Services Contract and enforcement of the most recently adopted International Fire Code. This is a Sworn position.

ENTITY - Parent organization of Fire Department whose members are full time, part time, paid or unpaid volunteers and for the purposes of this contract includes any elements from any public works department that are requested or deployed to assist with the suppression, control or extinguishment of a fire.

COUNTY FIRE INVESTIGATORS – Those officers designated as such, by the County Fire Marshal that are responsible for all duties which may be assigned by the County Fire Marshal.

CHIEF DEPUTY / DEPUTY FIRE MARSHAL – Those officers designated and commissioned by the County Fire Marshal that are responsible for all duties which may be assigned by the County Fire Marshal.

FALSE ALARM CALL - Any emergency response to a mischievous or malicious call, or false call; or fire alarm system malfunctions that require fire personnel to investigate the scene or incident to make a determination as to whether or not there is a fire. If there are two or more alarms at the same location for the same reason, and from the same source, the responding Entity shall notify the Fire Marshal by the next working date.

FIREFIGHTING – Any working Structural or Commercial Vehicle fire upon arrival, a petroleum based fire **EXCLUDING** rubbish fire(s) (trash fire), or Authorized, Unauthorized Uncontrolled/ controlled land clearing fire(s).

GOOD INTENT CALLS – Any emergency call response where fire personnel were summoned, but were not required dealing with the incident, there was no actual incident, where no actual services, investigation, or standby was rendered or needed. Response to this type of call must come through a dispatch point.

HAZARDOUS MATERIAL FIRST RESPONDER INCIDENT – any response to any incident at the first responder (awareness, and operations) level, as defined by the Environmental Protection Agency and/or the Texas Commission on Environmental Quality and includes, hazardous material Identification, low level containment / Mitigation, i.e. fuel spills, from any vehicle, including motor vehicles, trains, motorcycle or aircraft.

HAZARDOUS MATERIAL TECHNICIAN LEVEL INCIDENT– any response to any incident at the Technician level, as defined by the Environmental Protection Agency and/or the Texas Commission on Environmental Quality and includes, hazardous material Identification via Monitoring / Identification devices, and or specialized equipment for such purposes, High level containment / Mitigation, i.e. Solid, Liquid, Gas (Vapor) Chemical / Fuel spills from and structure, vehicle, and or storage type facility..

INCORPORATED AREA - any area(s) within Hidalgo County that exist at time of execution thereof, and as they may be amended by reasons of annexation and/or de-annexation of property by any respective city.

LAW ENFORCEMENT ASSISTANCE – any non-fire assistance requested by County, State, or Federal Law Enforcement Agency, and includes, but is not limited to – vehicle recovery (water), crowd control, and "standing-by" for any situation in pursuance of a law enforcement, and or Investigative mission **EXCLUDING** MVA duties (traffic Control, washdowns, patient packaging).

MASS CASUALTY INCIDENT – all emergency rescues and/or recovery of victims, eight (8) victims or more, from any major incident or accident, i.e. Haz-Mat, aircraft, any passenger transportation bus, regardless of cause, building collapse, or assembly area.

MEDICAL CALL – In an emergency situation, under exigent circumstances, where there is a delayed response by the contracted EMS provider (Greater than 20 Minutes) and the situation dictates immediate medical attention due to the delay by the EMS provider **excluding** immediate first aid to stabilize a victim at a scene, when already on scene. This section is not to be construed as a reimbursement plan for a fire-based department that operates an emergency medical service (EMS) otherwise covered by any other contracts that are already in place.

MUTUAL AID – A Primary Entity response to an emergency event where the situation is of such magnitude , either upon arrival or during the actual response, that the primary city/entity must declare a multiple alarm and request response from one or more Secondary Entity(s) and such assistance is necessary to control, extinguish, or otherwise assist with the response. This includes any element of public works that is called upon to help mitigate the emergency. The call for additional resources made by the Primary Entity from the Secondary Entity may be based on the extenuating circumstances, and may be made by the on-scene incident commander, and must go through a dispatch point with approval from the most senior officer that is on duty for the Entity. The Fire Marshal may authorize and/or request mutual aid at any time whether or not on-scene, when the request is made directly to them. Secondary entities may be reimbursed at the same rate as the primary entity upon approval of the Fire Marshal, when sufficiently documented as a "Special Situation".

NATURAL VEGETATION – The plants of an area or region, collectively – any plant life, present in or produced by nature, whether growing or not. Fuel for a wild-land or grass fire.

OPERATIONAL PERIOD – 12 hour standard as recognized by the National Incident Management system.

PETROLEUM BASED INCIDENT – any incident or fire whose main fuel source includes natural gas, liquefied gas, crude or refined oil or any other petroleum based product that may be used or processed as fuel or as a precursor for fuel. It also includes any storage container, conveyance of said

product, whether by motor vehicle, pipeline or any other type of transport medium **EXCLUDING** propane tanks used for residential or commercial service (100lbs or under).

PRIMARY ENTITY – the Entity who is a party to this contract with the County that is assigned to respond as the lead fire-based response agency to an area where the emergency occurred as per Section II, Paragraph A, of this contract. This may be based on geographical assignments or capability.

PUBLIC WORKS RESPONSE – Any incident response that requires operational support elements from what is commonly referred to as Public Works, to respond to an emergency situation, to help mitigate, control, or otherwise facilitate the overall response. This response may only be requested and authorized by the on-scene Incident Commander through the Fire Marshal.

RECOVERY CALL – Body - Any recovery of a deceased victim.

REIMBURSEMENT PLAN – method by which a Entity is reimbursed by the County for emergency services rendered in any rural area within Hidalgo County.

REGIONAL RESPONSE TEAM – response to any special situation to provide tactical rescue assistance and support for any first responder regardless of discipline. Regional Response Teams are based and maintained from the Lower Rio Grande Valley Development Council (LRGVDC) Homeland Security Association Committee (HSAC).

RESPONSE AREA – the geographical area assigned to the Entity within the rural areas of the County, wherein the respective Entity Shall be responsible for primary response to an emergency call for service.

RUBBISH – trash, garbage, brush, grass or other unwanted things, and includes any tangible item discarded, collected, or recycled arranged as to burn for cleaning / clearing as a part of a controlled situation, whether permitted or not.

RURAL AREA – any non-incorporated areas within Hidalgo County, as they exist at the time of execution thereof, and as they may be amended by reasons of annexation and/or de-annexation of

property by any respective city or any incorporated area within Hidalgo County that does not provide its own emergency services or response.

RURAL RESPONSE DISTRICT – The area designated for the respective Primary Entity for emergency response within a delineated geographical area as depicted and described in Exhibit "B", attached hereof. The rural response district may be amended from time to time pursuant to Section3.2.

SEARCH and RESCUE CALLS – all rescues of person(s) living , from water, high angle, confined space, or all rescue/extrication of person(s) from entanglement, entrapment, enclosed areas, elevators, building collapse **EXCLUDING** Recovery, and/or Vehicle Extrication.

SECONDARY CITY – the Entity who is a party to a cooperative agreement with the County and is assigned or requested to respond to assist the primary city in any type of emergency response to an area where the emergency occurred (Mutual Aid). The response may occur anywhere within the rural County and may be based on geographical assignment or capability **EXCLUDING** all aid to other Jurisdictions in their city limits.

SERVICE CALLS – any call involving unauthorized burning, smoke scare, mischievous or malicious calls, and alarm system malfunctions requiring fire personnel to deal with an incident, but where no actual services, investigation or standby was rendered or needed.

SPECIAL SITUATIONS – Any situation in which the Entity performed in a manner that is not covered in any of the above described situations, or for an extended period of time. The Fire Chief must justify the exigent circumstances for the response to the incident and reason for reimbursement request. If the response by the Entity covers two or more operational periods, this fee may charged per day, above and beyond any other fees. The Fire Chief shall seek authorization from the County Fire Marshal, or his representative, justifying the exigent circumstances for the response to the incident prior to responding to a special situation. If authorized by the County Fire Marshal and if the response by the Entity covers two or more operational periods, this fee may be charged per day, above and beyond any other fees.

STRUCTURE – any construction within reason, or any production or piece of work artificially built or composed of parts joined together in some definite manner, that is built, under construction or constructed and it includes any edifice, or building of any kind.

TRAFFIC CONTROL – Any incident response where the nature of the call is strictly for traffic control assistance.

MOTOR VEHICULAR ACCIDENT (MVA) – any motor vehicle or automobile collision regardless of amount of or type of vehicles involved, where services other than "VEHICULAR EXTRICATION" is performed.

VEHICULAR EXTRICATION – any emergency extrication of person(s) with the use of specialized hydraulic, and or manual tools from wreckage entanglement as a result of an automobile collision, regardless of motor vehicle type.

VEHICLE FIRE -A working fire – upon arrival that involves any vehicle fire. (i.e. Semi-Truck and or Trailer, Transport Vehicle, Service Vehicles, commuter bus or personal vehicle, car, truck, van).

WASH DOWN – Any hazardous based spill where there is no fire and the spill is under thirty-five (35) gallons. I.e. roadway, parking lots, etc. that requires a wash down – no vehicular accident.

WILDLAND FIRE - Any fire occurring in vegetative areas regardless of ignition sources, damages or benefits. An uncontrolled fire in grassland, brush-land, or land sown to crops. For the purposes of this contract any fire within the confines of the above definitions that requires an emergency response of an entity **excluding** prescribed type Brush land clearing operation or rubbish fire(s).

WIRELINE INCIDENTS (All TYPES) – where the response is of such nature that there is a "downed-wire" or "low-hanging wire" or energized or with or without fire- and the responding Entity must standby and await the arrival of a utility company or responding Entity must remove, and or mitigate the non-emergency situation. Any situation where there is immediate danger to the public from an electrical wire, and the situation dictate immediate traffic control, or public redirection or any situation where there is no immediate danger to the public from an electrical wire, and the situation

does not dictate immediate traffic control, or public redirection. Where the entity is not required to stand-by for the service company.

3.0 ENTITY RESPONSIBILITIES

3.1 Entity hereby agrees to provide emergency fire response based services, if resources are available, to the geographically assigned Rural Response District, within the County, as may be required by the County Fire Marshal or otherwise as delineated within this contract.

3.2 Entity hereby agrees to the designation of Primary (response) within their designated Rural Response District as depicted in the attached map, as Exhibit "C". Each Entity Rural Response District may be amended from time to time during the period of this contract by annexation or de-annexation of property by any respective city(s), or by agreement of the County Fire Marshal, and Fire Chief(s) responsible for the existing Rural Response District. The Response Districts and assigned Entity will be provided to the designated 911 Coordinator and the Sheriff's Office. A map depicting the Rural Response Districts of all participating Entity(s) shall be maintained and provided upon request by the County Fire Marshal, at their designated office.

3.3 Entity hereby agrees to seek authorization from the County Fire Marshal **PRIOR** to responding to a XXX outside of the Rural Response Districts' geographical area as delineated and depicted in Exhibit "B". Unless authorized by the County Fire Marshal, Entity and/or Rural Response District shall not be reimbursed for services rendered outside their designated geographical area.

3.4 Entity hereby agrees to provide the County Fire Marshal, with any and all records, reports, and documents, to include, but not limited to, statistics, data, calls for service records, dispatch logs, and any other records or other documents necessary to support the invoice or request for reimbursement as herein provided. In the absence of the Fire Marshal, said records, reports, and documents may be provided to the County Judge or his designee. The standard reimbursement request shall be timely submitted. Unless this subsection is fully complied with, reimbursements shall not be granted.

3.5 Entity agrees that in multi-agency response calls, the communications interoperability radio channels will be used as primary communications with the designated incident commander. The Incident Commander or assigned communications officer may designate user and sub-user groups as necessary.

3.6 Entity agrees to allow the County Fire Marshal, full access to any and all operational communications frequencies / talk groups, that the Entity operates on and authorize the County Fire Marshal to use

those frequencies/talk groups during a response to a designated emergency situation that the Entity responds to. This will include assigning user-identification numbers (if available) to any County Fire Marshal communications radio.

3.7 Entity agrees to practice NIMS/ICS during any multi-agency – multi-tiered response.

3.8 Entity agrees to provide its' own insurance for equipment, vehicles, and personnel used in performing any of the services described herein. Emergency vehicles and fire-fighting equipment must be owned and/or managed by the Entity. Entity agrees to provide proof of current and adequate vehicle, equipment and workmen's compensation insurance to the County upon submission of this contract or upon request from the County Fire Marshal.

3.9 During extended operations as designated by the Incident Commander, the Entity agrees to provide adequate hydration and sustenance for its firefighters/emergency response personnel.

3.10 Entity agrees that it will not cause, create or allow any type of "roving-patrols" or "smoke-hunting / chasing" operations by full-time employees, volunteers or paid-volunteers, in an effort to seek out emergency responses. Any simple trash burning calls will be referred to the appropriate law enforcement agency, i.e.. Fire Marshal, Constable Office or Sheriff's Office, unless the Roving preventive fire patrol activity is requested and authorized by the Fire Marshal in writing during an emergency situation, burn ban period, or fireworks ban period.

COUNTY RESPONSIBILITIES

4.1 In consideration for the Entity's Rural Emergency Services, the County will reimburse the Entity in the manner provided herein.

4.2 The County shall designate a person and office that shall be known as the County Fire Marshal and County Fire Marshal's Office, who shall have the following responsibilities;

4.2.1 **ADMINISTRATION**

a. Administration of Fire Marshal's Office

b. Cause Burn Ban Signs (during designated times) to be displayed in conspicuous locations at all major roadway entrances to the County.

c. Commercial Building Inspections

d. Fire Safety Inspections

e. Adult and Child Day Care Facility Inspections

f. Health Care Facility Inspections

g. Existing and New Construction Inspections

h. Implementation and Enforcement of the most current version of the International Fire Code.

i. Issuance and Regulation of Burn Permits in Rural County areas

j. Monitor weather conditions and cause burn bans and fireworks bans to be enacted by the Commissioners Court, as appropriate.

k. Plat/Plan Reviews and approvals

l.

4.2.2 **INVESTIGATIONS**

a. Conduct Fire Investigations

b. Assist and guide other law enforcement agencies with Fire Code violations and enforcement.

c. Provide Information and Reports

d. Provide assistance to municipal departments with Fire Investigations, upon request.

e. Issue Citations, make arrests, and file criminal cases as appropriate.

4.2.3 **FIRE PREVENTION**

a. Plan, coordinate and direct activities.

b. Conduct and participate in training with all Fire Departments.

c. Acquire and maintain equipment.

d. Conduct public education.

e. Perform fire safety presentations.

4.2.4 **ADMINISTER RURAL EMERGENCY SERVICES CONTRACT**

a. Review and process all requests for reimbursements.

b. Will confer with appropriate Fire Chief on any discrepancies on requests for reimbursement.

c. Shall determine if a Rural Response District may respond to a XXX outside of the Rural Response Districts' geographical area as delineated and depicted in Exhibit "C".

4.2.5 **RESPONSE**

a. When requested, respond to a fire scene within a reasonable time to conduct an investigation into the cause of the fire.

b. Will respond to any major incidents.

c. Will integrate into the NIMS/ICS structure as appropriate

d. Will assist the Incident Commander with any duties as assigned.

e. Will provide Law Enforcement assistance/coordination as needed

5.0 LIABILITY

5.1 Entity and County agree pursuant to Section 352.004, Texas Local Government Code that the acts of any person or persons travelling to or from or in a manner as defined in Section 3, shall be deemed as the acts of agents or employees of the County in all respects, notwithstanding such person or persons may otherwise be employees or firefighters of the Entity.

5.2 The County of Hidalgo and Entity agree that they will provide general liability insurance coverage for liabilities caused by vehicles, equipment, and personnel. Entity shall be responsible for any damage to its vehicles or equipment used in performing services under this Agreement. Each party agrees that it shall provide general liability insurance coverage for the action of their respective employees and firefighters.

5.3 Nothing herein shall be construed to prevent either party from becoming self-insured. Each Entity participating and entering into this contract must provide written proof of

insurance to the County when submitting the contract for approval. Upon request by the County or it's duly authorized representative, the Entity must provide documentation of completion of any other State or Federal fire-fighting training requirements.

5.4 If either party cannot acquire the insurance required herein, this Agreement shall be void and the parties shall negotiate their respective obligations regarding emergency services response in the rural areas of Hidalgo County at the time. If at any time during the year the respective Entity loses its insurance capacity, it must immediately report this to the Fire Marshal and cease any responses to their assigned Rural Response District.

6.0 REIMBURSEMENT PLAN

6.1 County shall reimburse Entity for services provided hereunder in a lump sum with payment to be made monthly as follows:

6.1.1 Entity shall keep true and accurate records of all rural emergency services provided hereunder and shall submit, on a monthly basis (within a reasonable time), any Rural Emergency Service Incident Reports to the County Fire Marshal, reporting is a condition precedent to receiving payments from the County. The Rural Emergency Service Incident Report form(s), and supporting documents as listed in Section 3.4 shall be required as part of the monthly report. Accident Prevention Plan documentation is required from any Entity that utilized the County Worker's Compensation Policy, as described in Section 5.3.

6.1.2 County shall communicate and provide a written itemized list of emergency services not approved for reimbursement or any change in the reimbursement rate / category to the Entity with an explanation for the disapproval or change to the Fire Chief of entity for his approval or challenge within fourteen (14) working days of receipt of invoices from Entity.

6.1.3. County Fire Marshal shall accumulate records of all rural emergency service responses provided by all Entity(s) within Hidalgo County and shall calculate the amount due each Entity.

a. Any and all disputes of Entity reports shall be addressed directly to the Fire Marshal and/or the Entity in writing.

b. If a resolution of dispute for emergency response services cannot be reached, the reporting Entity may appeal to the Hidalgo County Commissioner's Court.

6.1.4. For all rural emergency calls serviced by the Entity within its emergency response district, Entity shall receive a monthly lump-sum payment for all authorized services, corresponding to that year, in accordance with the following payment schedule and categories;

(6.1.4.I.)	**CATEGORY I (CI)**	**Flat rate of $1,100.00 per incident.**
(6.1.4.II.)	**CATEGORY II (CII)**	**Flat Rate of $ 550.00 per incident**
(6.1.4.III.)	**CATEGORY III (CIII)**	**Flat Rate of $ 250.00 per incident.**

6.1.4.I. CATEGORY I. A rate of $ 1,100.00 per incident, as set forth, shall apply, during the terms of this Contract for:

.1 **FIREFIGHTING STRUCTURAL / COMMERCIAL VEHICLE** (as primary department)

.2 **HAZARDOUS MATERIALS (TECHNICIAN LEVEL)**

.3 **MASS CASUALTY**

.4 **RESCUE CALLS**

.5 **VEHICULAR EXTRICATION**

.6 **PUBLIC WORKS RESPONSE**

.7 **REGIONAL MEDICAL RESPONSE TEAM**

.8 **SECONDARY CITY/ENTITY** (in place of primary department.)

.9 **SPECIAL SITUATIONS**

.10 **GRASS / BRUSH WILDLAND FIRE**

.11 **REGIONAL RESPONSE TEAM**

6.1.4.II. CATEGORY II. A rate of $ 550.00 per incident, as set forth, shall apply, during the terms of this Contract for:

.1 **MEDICAL CALL**

.2 **MUTUAL AID**

.3 **MOTOR VEHICLE ACCIDENT (PATIENT PACKAGING, SECURE VEHICLE)**

.4 **LAW ENFORCEMENT ASSISTANCE**

.5 **RECOVERY CALL – BODY**

.6 **TRAFFIC CONTROL**

.7 **WASH DOWN**

.8 **BEE ATTACK**

.9 **PETROLEUM BASED INCIDENT STANDBY**

.10 **WIRELINE INCIDENTS (ALL TYPES)**

6.1.4. III CATEGORY III. A Rate of $ 250.00 per incident, as set forth, shall apply, during the terms of this Contract for:

.1 **LANDING ZONE**

.2 **HAZARDOUS MATERIALS (AWARENESS/OPERATIONS LEVEL)**

.3 **FALSE ALARM CALL**

.4 **GOOD INTENT CALLS**

.5 **SERVICE CALLS**

.6 **RUBBISH FIRE(S)(AUTHORIZED/UNAUTHORIZED CONTROLLED FIRE, PRESCRIBED BURN)**

.7 **PALM TREE FIRE (NON-MOVING VEGITATION)**

7.0. ASSIGNMENT

In the event a Rural Fire District(s) is created for the rural, non-incorporated areas of Hidalgo County, this contract may be assigned by County to such District, and Entity shall look solely to the District(s) to perform and assume all Obligations and Responsibilities of County.

8.0. AUDIT

Any and all requests from Entity for reimbursement from County or any past reimbursements made under this contract or its predecessors shall be subject to audit by the County Auditor's Office, and/or the Fire Marshal. Should an audit procedure be invoked, Entity agrees to provide any and all records, photographs, videos, or other documents, pertaining to any request or claim for reimbursement made or paid hereunder that are requested by the Auditor or Fire Marshal. Should the County Auditor determine that any payments made were not properly claimed under the terms of this contract, Entity agrees to remit the amount of payments so found by the County Auditor to the County within ten (10) working days, following the date of receipt of Entity of County Auditors written determination of same.

9.0. MISCELLANEOUS

9.1 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 the 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.

9.2 NO WAIVER. No waiver by any party hereto of any breach of any provision of this Agreement shall be deemed to be a waiver of any preceding or succeeding breach of the same or any other provision hereof.**9.3 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 indirectly 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. This Agreement supersedes any and all agreements by and between the parties hereto. All previous agreements concerning the subject matter hereof between the parties are terminated as of the date of this Agreement.

9.4 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.

9.5 NOTICE. Except as may be otherwise specifically provided in this Agreement, all notices, demands, request for 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 pre-paid and addressed to the parties at the addresses set forth below, or at such other addresses as may have been therefore specified by written notice delivered in accordance herewith:

If to Entity _____

_____

_____, Texas _____

If to County: County of Hidalgo
Ramon Garcia, County Judge
100 E. Cano St. 2nd Floor, Edinburg, Texas 78539 or
P.O. Box 1356, Edinburg, Texas 78540

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 of 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.

9.6 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.

9.7 SUCCESSORS. This agreement shall be binding upon and insure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors, and assigns where permitted by this Agreement.

9.8 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.

9.9 GENDER and NUMBER. All pronouns used in this Agreement shall include the other gender, whether used in the masculine, feminine, or neutral gender, and the singular shall include the plural whenever and as often as may be appropriate.

9.10 AUTHORITY TO EXECUTE. The execution and performance of this Agreement by each of the parties hereto has been duly authorized by all necessary laws, resolutions, ordinances, or governing body action, and the Agreement constitutes, the valid and enforceable obligations of the parties hereto in accordance with its terms.

9.11 PERFORMANCE of GOVERNMENT FUNCTIONS. Each party hereto is entering into this Agreement for the purpose of providing for governmental services or functions, and will pay for such services out of current revenues available to the paying party as herein provided.

9.12 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.

9.13 COMMITMENT of CURRENT REVENUES. In the event that, during any term hereof, the Commissioners Court does not appropriate sufficient funds to meet the obligations of County under this Agreement, County may terminate this Agreement upon ninety (90) days written notice to Company. County agrees, however, to use reasonable efforts to secure funds necessary for the continued performance of this Agreement. The parties intend this provision to be a continuing right to terminate this Agreement at the expiration of each budget period of County pursuant to the provisions of Tex. Loc. Govt. Code Ann. ' 271.903 (Vernon Supp. 1996).

9.14 MUTUAL INDEMNIFICATION. Without waiving its sovereign immunity, and to the extent provided by law, each party shall indemnify and hold harmless each other, its officers, officials, and employees from and against all claims and liabilities of any nature or kind, including costs and expenses for or on account of any claims, damages, losses, or expenses of any character whatsoever resulting in whole or in part from the negligent performance or omission of either party's employees or representatives connected with the activities described herein.

WITNESS THE HANDS OF THE PARTIES

(In duplicate originals effective on the day both parties' signatures are executed.

CITY OF ALTON

_____ _____

By: **Date**

ATTEST:

_____

City Secretary

COUNTY OF HIDALGO

_____ _____

Ramon Garcia, County Judge **Date**

ATTEST:

_____

Arturo Guajardo, Jr., County Clerk

Approved as to Form:

Office of Criminal District Attorney's Office
Ricardo Rodriguez, Jr.

By: _____
Victor M. Garza, Assistant District Attorney

EXHIBIT "A"

Rural Emergency Service Incident Report

(FORM MUST BE COMPLETED IN INK OR TYPED ON ALL INCIDENTS FOR REIMBURSEMENT) (Exhibit A)

DEPARTMENT: _____ COUNTY INCIDENT: _____

DATE :_____ ALARM TIME :_____ ARRIVAL TIME: _____ DEPART TIME: _____

SITUATION REPORTED:_____ SITUATION FOUND:_____

MUTUAL AID: _____ GIVEN: _____ RECEIVED: _____ DEPARTMENT: _____

_____ NON-APPLICABLE DEPARTMENT: _____

CALLER NAME: _____ REQUESTING PERSON: _____

CALLER NAME: _____

CALLER ADDRESS: _____ OTHER: _____ PHONE: _____

CALLER PHONE: _____ WALK-IN: _____

INCIDENT LOCATION: _____

OCCUPANT NAME: _____ OWNER NAME: _____

OWNER ADDRESS: _____

OWNER PHONE #: _____ OCCUPANT PHONE #: _____

INCIDENT CAUSE: _____

TYPE OF ACTION TAKEN: _____

UNITS RESPONDING: _____ UNITS COMMITTED: _____

OF PERSONNEL:_____ MILEAGE (ROUND TRIP):_____ ADVISED COUNTY FIRE MARSHAL: YES _____ NO: _____

COMMENTS:

_____

_____

_____

INCIDENT COMMANDER: _____ REPORT PREPARED BY: _____

ESTIMATED $ LOSS: _____ ATTEST: _____
FIRE CHIEF

REIMBURSEMENT REQUESTED: _____$250.00 _____$550.00 _____$1,100.00

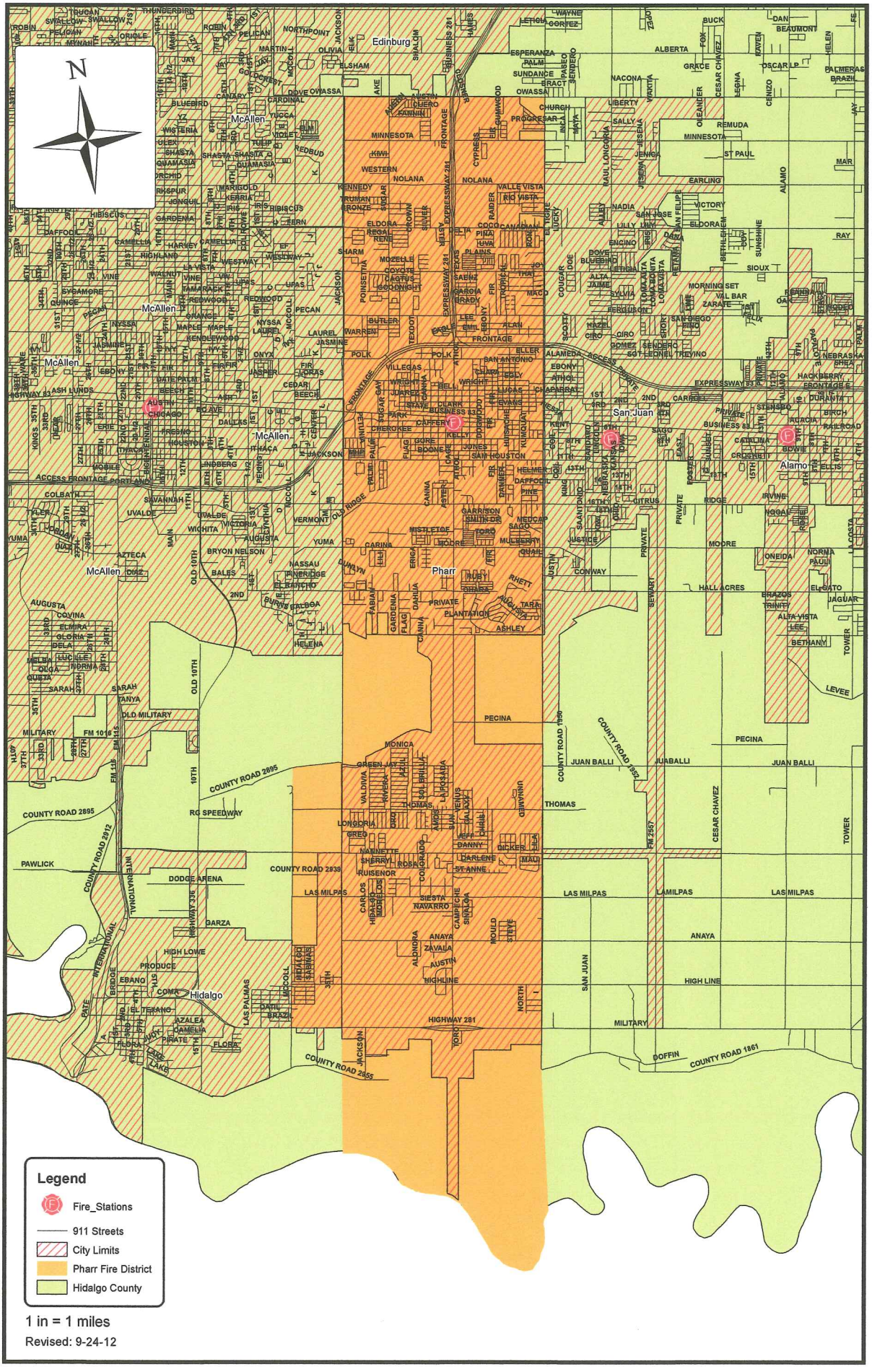
HCFMO Approval Amount: _____$250.00 _____$550.00 _____$1,100.00

EXHIBIT "B"

PAY OUT PLAN:			
	2016	2017	2018
CATEGORY I	$ 1,100	$ 1,250	$ 1,375
CATEGORY II	$ 550	$ 600	$ 665
CATEGORY II	$ 250	$ 275	$ 300

EXHIBIT "C"

Pharr Fire District



Interlocal Cooperation Agreement between City of San Juan and Hidalgo County, Texas.

STATE OF TEXAS

COUNTY OF HIDALGO

THIS Interlocal Cooperation Agreement is made on the 1 day of **December,** by and between the COUNTY OF HIDALGO, TEXAS, hereafter called County, and the City of **San Juan,** TEXAS, a municipal corporation/non-incorporated area hereinafter called CITY/ENTITY, is made under the authority of Chapter 791.001, Texas Government Code to be effective on the **1** day of **January, 2016**.

Entity and County are authorized to enter into this Agreement pursuant to the Interlocal Cooperation Act, Texas Government Code 791.001 et seq., which authorizes local governments to contract with each other to perform Governmental functions under the terms of the Act.

1.0 TERMS

1.1 This contract shall be for a period commencing on **January 1, 2016**, and shall terminate on **January 1, 2019**.

1.2 After **January 1, 2019**, this Contract, unless terminated as provided elsewhere shall be renewed on a month-to-month basis, under the same fee(s), rate(s), term and conditions of this agreement, until re-negotiated by mutual consent of both parties.

1.3 Either party has the option to terminate this Contract without cause by written notification, to the other on sixty (60) day notice.

1.4 The Rural Emergency Service Incident Report (Exhibit "A") form must be utilized as part of the monthly report submitted to the County Fire Marshal or his designee.

1.5 Any modifications to invoices shall be approved by both parties. Denial of any reimbursement shall be made within fourteen (14) working days after receipt of such invoice by the County Fire Marshal. Invoices which are approved shall be paid no later than thirty (30) days upon receipt of invoice by County.

1.6 Commencing on the **1** day of **January** 2016 and on each anniversary of that date thereafter, the parties hereinafter agree to an annual increase as identified in (Exhibit "B").

2.0 DEFINITIONS

BEE ATTACK – Any response to a situation where there is an on-going attack on person(s), domestic animal(s), and/or livestock, or a recent attack that requires first responder entrance into the immediate scene to rescue any person(s.) **EXCLUDING** situations of bee removal of hazards where no attack is in progress, or sustained at the time of response.

CATEGORY – All responses shall be categorized in a category that will be enumerated as I, II, III. Categories are designed to simplify reporting, queries and reimbursement requests.

COUNTY FIRE MARSHAL – the person appointed by the Commissioners Court in accordance with LGC 352 who is responsible for the administration of fire investigations, fire safety inspections, and fire prevention activities, administration of the Rural Emergency Services Contract and enforcement of the most recently adopted International Fire Code. This is a Sworn position.

ENTITY - Parent organization of Fire Department whose members are full time, part time, paid or unpaid volunteers and for the purposes of this contract includes any elements from any public works department that are requested or deployed to assist with the suppression, control or extinguishment of a fire.

COUNTY FIRE INVESTIGATORS – Those officers designated as such, by the County Fire Marshal that are responsible for all duties which may be assigned by the County Fire Marshal.

CHIEF DEPUTY / DEPUTY FIRE MARSHAL – Those officers designated and commissioned by the County Fire Marshal that are responsible for all duties which may be assigned by the County Fire Marshal.

FALSE ALARM CALL - Any emergency response to a mischievous or malicious call, or false call; or fire alarm system malfunctions that require fire personnel to investigate the scene or incident to make a determination as to whether or not there is a fire. If there are two or more alarms at the same location for the same reason, and from the same source, the responding Entity shall notify the Fire Marshal by the next working date.

FIREFIGHTING – Any working Structural or Commercial Vehicle fire upon arrival, a petroleum based fire **EXCLUDING** rubbish fire(s) (trash fire), or Authorized, Unauthorized Uncontrolled/ controlled land clearing fire(s).

GOOD INTENT CALLS – Any emergency call response where fire personnel were summoned, but were not required dealing with the incident, there was no actual incident, where no actual services, investigation, or standby was rendered or needed. Response to this type of call must come through a dispatch point.

HAZARDOUS MATERIAL FIRST RESPONDER INCIDENT – any response to any incident at the first responder (awareness, and operations) level, as defined by the Environmental Protection Agency and/or the Texas Commission on Environmental Quality and includes, hazardous material Identification, low level containment / Mitigation, i.e. fuel spills, from any vehicle, including motor vehicles, trains, motorcycle or aircraft.

HAZARDOUS MATERIAL TECHNICIAN LEVEL INCIDENT– any response to any incident at the Technician level, as defined by the Environmental Protection Agency and/or the Texas Commission on Environmental Quality and includes, hazardous material Identification via Monitoring / Identification devices, and or specialized equipment for such purposes, High level containment / Mitigation, i.e. Solid, Liquid, Gas (Vapor) Chemical / Fuel spills from and structure, vehicle, and or storage type facility..

INCORPORATED AREA - any area(s) within Hidalgo County that exist at time of execution thereof, and as they may be amended by reasons of annexation and/or de-annexation of property by any respective city.

LAW ENFORCEMENT ASSISTANCE – any non-fire assistance requested by County, State, or Federal Law Enforcement Agency, and includes, but is not limited to – vehicle recovery (water), crowd control, and "standing-by" for any situation in pursuance of a law enforcement, and or Investigative mission **EXCLUDING** MVA duties (traffic Control, washdowns, patient packaging).

MASS CASUALTY INCIDENT – all emergency rescues and/or recovery of victims, eight (8) victims or more, from any major incident or accident, i.e. Haz-Mat, aircraft, any passenger transportation bus, regardless of cause, building collapse, or assembly area.

MEDICAL CALL – In an emergency situation, under exigent circumstances, where there is a delayed response by the contracted EMS provider (Greater than 20 Minutes) and the situation dictates immediate medical attention due to the delay by the EMS provider **excluding** immediate first aid to stabilize a victim at a scene, when already on scene. This section is not to be construed as a reimbursement plan for a fire-based department that operates an emergency medical service (EMS) otherwise covered by any other contracts that are already in place.

MUTUAL AID – A Primary Entity response to an emergency event where the situation is of such magnitude , either upon arrival or during the actual response, that the primary city/entity must declare a multiple alarm and request response from one or more Secondary Entity(s) and such assistance is necessary to control, extinguish, or otherwise assist with the response. This includes any element of public works that is called upon to help mitigate the emergency. The call for additional resources made by the Primary Entity from the Secondary Entity may be based on the extenuating circumstances, and may be made by the on-scene incident commander, and must go through a dispatch point with approval from the most senior officer that is on duty for the Entity. The Fire Marshal may authorize and/or request mutual aid at any time whether or not on-scene, when the request is made directly to them. Secondary entities may be reimbursed at the same rate as the primary entity upon approval of the Fire Marshal, when sufficiently documented as a "Special Situation".

NATURAL VEGETATION – The plants of an area or region, collectively – any plant life, present in or produced by nature, whether growing or not. Fuel for a wild-land or grass fire.

OPERATIONAL PERIOD – 12 hour standard as recognized by the National Incident Management system.

PETROLEUM BASED INCIDENT – any incident or fire whose main fuel source includes natural gas, liquefied gas, crude or refined oil or any other petroleum based product that may be used or processed as fuel or as a precursor for fuel. It also includes any storage container, conveyance of said

product, whether by motor vehicle, pipeline or any other type of transport medium **EXCLUDING** propane tanks used for residential or commercial service (100lbs or under).

PRIMARY ENTITY – the Entity who is a party to this contract with the County that is assigned to respond as the lead fire-based response agency to an area where the emergency occurred as per Section II, Paragraph A, of this contract. This may be based on geographical assignments or capability.

PUBLIC WORKS RESPONSE – Any incident response that requires operational support elements from what is commonly referred to as Public Works, to respond to an emergency situation, to help mitigate, control, or otherwise facilitate the overall response. This response may only be requested and authorized by the on-scene Incident Commander through the Fire Marshal.

RECOVERY CALL – Body - Any recovery of a deceased victim.

REIMBURSEMENT PLAN – method by which a Entity is reimbursed by the County for emergency services rendered in any rural area within Hidalgo County.

REGIONAL RESPONSE TEAM – response to any special situation to provide tactical rescue assistance and support for any first responder regardless of discipline. Regional Response Teams are based and maintained from the Lower Rio Grande Valley Development Council (LRGVDC) Homeland Security Association Committee (HSAC).

RESPONSE AREA – the geographical area assigned to the Entity within the rural areas of the County, wherein the respective Entity Shall be responsible for primary response to an emergency call for service.

RUBBISH – trash, garbage, brush, grass or other unwanted things, and includes any tangible item discarded, collected, or recycled arranged as to burn for cleaning / clearing as a part of a controlled situation, whether permitted or not.

RURAL AREA – any non-incorporated areas within Hidalgo County, as they exist at the time of execution thereof, and as they may be amended by reasons of annexation and/or de-annexation of

property by any respective city or any incorporated area within Hidalgo County that does not provide its own emergency services or response.

RURAL RESPONSE DISTRICT – The area designated for the respective Primary Entity for emergency response within a delineated geographical area as depicted and described in Exhibit "B", attached hereof. The rural response district may be amended from time to time pursuant to Section3.2.

SEARCH and RESCUE CALLS – all rescues of person(s) living , from water, high angle, confined space, or all rescue/extrication of person(s) from entanglement, entrapment, enclosed areas, elevators, building collapse **EXCLUDING** Recovery, and/or Vehicle Extrication.

SECONDARY CITY – the Entity who is a party to a cooperative agreement with the County and is assigned or requested to respond to assist the primary city in any type of emergency response to an area where the emergency occurred (Mutual Aid). The response may occur anywhere within the rural County and may be based on geographical assignment or capability **EXCLUDING** all aid to other Jurisdictions in their city limits.

SERVICE CALLS – any call involving unauthorized burning, smoke scare, mischievous or malicious calls, and alarm system malfunctions requiring fire personnel to deal with an incident, but where no actual services, investigation or standby was rendered or needed.

SPECIAL SITUATIONS – Any situation in which the Entity performed in a manner that is not covered in any of the above described situations, or for an extended period of time. The Fire Chief must justify the exigent circumstances for the response to the incident and reason for reimbursement request. If the response by the Entity covers two or more operational periods, this fee may charged per day, above and beyond any other fees. The Fire Chief shall seek authorization from the County Fire Marshal, or his representative, justifying the exigent circumstances for the response to the incident prior to responding to a special situation. If authorized by the County Fire Marshal and if the response by the Entity covers two or more operational periods, this fee may be charged per day, above and beyond any other fees.

STRUCTURE – any construction within reason, or any production or piece of work artificially built or composed of parts joined together in some definite manner, that is built, under construction or constructed and it includes any edifice, or building of any kind.

TRAFFIC CONTROL – Any incident response where the nature of the call is strictly for traffic control assistance.

MOTOR VEHICULAR ACCIDENT (MVA) – any motor vehicle or automobile collision regardless of amount of or type of vehicles involved, where services other than "VEHICULAR EXTRICATION" is performed.

VEHICULAR EXTRICATION – any emergency extrication of person(s) with the use of specialized hydraulic, and or manual tools from wreckage entanglement as a result of an automobile collision, regardless of motor vehicle type.

VEHICLE FIRE -A working fire – upon arrival that involves any vehicle fire. (i.e. Semi-Truck and or Trailer, Transport Vehicle, Service Vehicles, commuter bus or personal vehicle, car, truck, van).

WASH DOWN – Any hazardous based spill where there is no fire and the spill is under thirty-five (35) gallons. I.e. roadway, parking lots, etc. that requires a wash down – no vehicular accident.

WILDLAND FIRE - Any fire occurring in vegetative areas regardless of ignition sources, damages or benefits. An uncontrolled fire in grassland, brush-land, or land sown to crops. For the purposes of this contract any fire within the confines of the above definitions that requires an emergency response of an entity **excluding** prescribed type Brush land clearing operation or rubbish fire(s).

WIRELINE INCIDENTS (All TYPES) – where the response is of such nature that there is a "downed-wire" or "low-hanging wire" or energized or with or without fire- and the responding Entity must standby and await the arrival of a utility company or responding Entity must remove, and or mitigate the non-emergency situation. Any situation where there is immediate danger to the public from an electrical wire, and the situation dictate immediate traffic control, or public redirection or any situation where there is no immediate danger to the public from an electrical wire, and the situation

does not dictate immediate traffic control, or public redirection. Where the entity is not required to stand-by for the service company.

3.0 ENTITY RESPONSIBILITIES

3.1 Entity hereby agrees to provide emergency fire response based services, if resources are available, to the geographically assigned Rural Response District, within the County, as may be required by the County Fire Marshal or otherwise as delineated within this contract.

3.2 Entity hereby agrees to the designation of Primary (response) within their designated Rural Response District as depicted in the attached map, as Exhibit "C". Each Entity Rural Response District may be amended from time to time during the period of this contract by annexation or de-annexation of property by any respective city(s), or by agreement of the County Fire Marshal, and Fire Chief(s) responsible for the existing Rural Response District. The Response Districts and assigned Entity will be provided to the designated 911 Coordinator and the Sheriff's Office. A map depicting the Rural Response Districts of all participating Entity(s) shall be maintained and provided upon request by the County Fire Marshal, at their designated office.

3.3 Entity hereby agrees to seek authorization from the County Fire Marshal **PRIOR** to responding to a XXX outside of the Rural Response Districts' geographical area as delineated and depicted in Exhibit "B". Unless authorized by the County Fire Marshal, Entity and/or Rural Response District shall not be reimbursed for services rendered outside their designated geographical area.

3.4 Entity hereby agrees to provide the County Fire Marshal, with any and all records, reports, and documents, to include, but not limited to, statistics, data, calls for service records, dispatch logs, and any other records or other documents necessary to support the invoice or request for reimbursement as herein provided. In the absence of the Fire Marshal, said records, reports, and documents may be provided to the County Judge or his designee. The standard reimbursement request shall be timely submitted. Unless this subsection is fully complied with, reimbursements shall not be granted.

3.5 Entity agrees that in multi-agency response calls, the communications interoperability radio channels will be used as primary communications with the designated incident commander. The Incident Commander or assigned communications officer may designate user and sub-user groups as necessary.

3.6 Entity agrees to allow the County Fire Marshal, full access to any and all operational communications frequencies / talk groups, that the Entity operates on and authorize the County Fire Marshal to use

those frequencies/talk groups during a response to a designated emergency situation that the Entity responds to. This will include assigning user-identification numbers (if available) to any County Fire Marshal communications radio.

3.7 Entity agrees to practice NIMS/ICS during any multi-agency – multi-tiered response.

3.8 Entity agrees to provide its' own insurance for equipment, vehicles, and personnel used in performing any of the services described herein. Emergency vehicles and fire-fighting equipment must be owned and/or managed by the Entity. Entity agrees to provide proof of current and adequate vehicle, equipment and workmen's compensation insurance to the County upon submission of this contract or upon request from the County Fire Marshal.

3.9 During extended operations as designated by the Incident Commander, the Entity agrees to provide adequate hydration and sustenance for its firefighters/emergency response personnel.

3.10 Entity agrees that it will not cause, create or allow any type of "roving-patrols" or "smoke-hunting / chasing" operations by full-time employees, volunteers or paid-volunteers, in an effort to seek out emergency responses. Any simple trash burning calls will be referred to the appropriate law enforcement agency, i.e.. Fire Marshal, Constable Office or Sheriff's Office, unless the Roving preventive fire patrol activity is requested and authorized by the Fire Marshal in writing during an emergency situation, burn ban period, or fireworks ban period.

COUNTY RESPONSIBILITIES

4.1 In consideration for the Entity's Rural Emergency Services, the County will reimburse the Entity in the manner provided herein.

4.2 The County shall designate a person and office that shall be known as the County Fire Marshal and County Fire Marshal's Office, who shall have the following responsibilities;

4.2.1 **ADMINISTRATION**

a. Administration of Fire Marshal's Office

b. Cause Burn Ban Signs (during designated times) to be displayed in conspicuous locations at all major roadway entrances to the County.

c. Commercial Building Inspections

d. Fire Safety Inspections

e. Adult and Child Day Care Facility Inspections

f. Health Care Facility Inspections

g. Existing and New Construction Inspections

h. Implementation and Enforcement of the most current version of the International Fire Code.

i. Issuance and Regulation of Burn Permits in Rural County areas

j. Monitor weather conditions and cause burn bans and fireworks bans to be enacted by the Commissioners Court, as appropriate.

k. Plat/Plan Reviews and approvals

l.

4.2.2 **INVESTIGATIONS**

a. Conduct Fire Investigations

b. Assist and guide other law enforcement agencies with Fire Code violations and enforcement.

c. Provide Information and Reports

d. Provide assistance to municipal departments with Fire Investigations, upon request.

e. Issue Citations, make arrests, and file criminal cases as appropriate.

4.2.3 **FIRE PREVENTION**

a. Plan, coordinate and direct activities.

b. Conduct and participate in training with all Fire Departments.

c. Acquire and maintain equipment.

d. Conduct public education.

e. Perform fire safety presentations.

4.2.4 **ADMINISTER RURAL EMERGENCY SERVICES CONTRACT**

a. Review and process all requests for reimbursements.

b. Will confer with appropriate Fire Chief on any discrepancies on requests for reimbursement.

c. Shall determine if a Rural Response District may respond to a XXX outside of the Rural Response Districts' geographical area as delineated and depicted in Exhibit "C".

4.2.5 **RESPONSE**

a. When requested, respond to a fire scene within a reasonable time to conduct an investigation into the cause of the fire.

b. Will respond to any major incidents.

c. Will integrate into the NIMS/ICS structure as appropriate

d. Will assist the Incident Commander with any duties as assigned.

e. Will provide Law Enforcement assistance/coordination as needed

5.0 LIABILITY

5.1 Entity and County agree pursuant to Section 352.004, Texas Local Government Code that the acts of any person or persons travelling to or from or in a manner as defined in Section 3, shall be deemed as the acts of agents or employees of the County in all respects, notwithstanding such person or persons may otherwise be employees or firefighters of the Entity.

5.2 The County of Hidalgo and Entity agree that they will provide general liability insurance coverage for liabilities caused by vehicles, equipment, and personnel. Entity shall be responsible for any damage to its vehicles or equipment used in performing services under this Agreement. Each party agrees that it shall provide general liability insurance coverage for the action of their respective employees and firefighters.

5.3 Nothing herein shall be construed to prevent either party from becoming self-insured. Each Entity participating and entering into this contract must provide written proof of

insurance to the County when submitting the contract for approval. Upon request by the County or it's duly authorized representative, the Entity must provide documentation of completion of any other State or Federal fire-fighting training requirements.

5.4 If either party cannot acquire the insurance required herein, this Agreement shall be void and the parties shall negotiate their respective obligations regarding emergency services response in the rural areas of Hidalgo County at the time. If at any time during the year the respective Entity loses its insurance capacity, it must immediately report this to the Fire Marshal and cease any responses to their assigned Rural Response District.

6.0 REIMBURSEMENT PLAN

6.1 County shall reimburse Entity for services provided hereunder in a lump sum with payment to be made monthly as follows:

6.1.1 Entity shall keep true and accurate records of all rural emergency services provided hereunder and shall submit, on a monthly basis (within a reasonable time), any Rural Emergency Service Incident Reports to the County Fire Marshal, reporting is a condition precedent to receiving payments from the County. The Rural Emergency Service Incident Report form(s), and supporting documents as listed in Section 3.4 shall be required as part of the monthly report. Accident Prevention Plan documentation is required from any Entity that utilized the County Worker's Compensation Policy, as described in Section 5.3.

6.1.2 County shall communicate and provide a written itemized list of emergency services not approved for reimbursement or any change in the reimbursement rate / category to the Entity with an explanation for the disapproval or change to the Fire Chief of entity for his approval or challenge within fourteen (14) working days of receipt of invoices from Entity.

6.1.3. County Fire Marshal shall accumulate records of all rural emergency service responses provided by all Entity(s) within Hidalgo County and shall calculate the amount due each Entity.

a. Any and all disputes of Entity reports shall be addressed directly to the Fire Marshal and/or the Entity in writing.

b. If a resolution of dispute for emergency response services cannot be reached, the reporting Entity may appeal to the Hidalgo County Commissioner's Court.

6.1.4. For all rural emergency calls serviced by the Entity within its emergency response district, Entity shall receive a monthly lump-sum payment for all authorized services, corresponding to that year, in accordance with the following payment schedule and categories;

(6.1.4.I.)	**CATEGORY I**	**(CI)**	**Flat rate of $1,100.00 per incident.**
(6.1.4.II.)	**CATEGORY II**	**(CII)**	**Flat Rate of $ 550.00 per incident**
(6.1.4.III.)	**CATEGORY III**	**(CIII)**	**Flat Rate of $ 250.00 per incident.**

6.1.4.I. CATEGORY I. A rate of $ 1,100.00 per incident, as set forth, shall apply, during the terms of this Contract for:

.1 **FIREFIGHTING STRUCTURAL / COMMERCIAL VEHICLE** (as primary department)

.2 **HAZARDOUS MATERIALS (TECHNICIAN LEVEL)**

.3 **MASS CASUALTY**

.4 **RESCUE CALLS**

.5 **VEHICULAR EXTRICATION**

.6 **PUBLIC WORKS RESPONSE**

.7 **REGIONAL MEDICAL RESPONSE TEAM**

.8 **SECONDARY CITY/ENTITY** (in place of primary department.)

.9 **SPECIAL SITUATIONS**

.10 **GRASS / BRUSH WILDLAND FIRE**

.11 **REGIONAL RESPONSE TEAM**

6.1.4.II. CATEGORY II. A rate of $ 550.00 per incident, as set forth, shall apply, during the terms of this Contract for:

.1 **MEDICAL CALL**

.2 **MUTUAL AID**

.3 **MOTOR VEHICLE ACCIDENT (PATIENT PACKAGING, SECURE VEHICLE)**

.4 **LAW ENFORCEMENT ASSISTANCE**

.5 **RECOVERY CALL – BODY**

.6 **TRAFFIC CONTROL**

.7 **WASH DOWN**

.8 **BEE ATTACK**

.9 **PETROLEUM BASED INCIDENT STANDBY**

.10 **WIRELINE INCIDENTS (ALL TYPES)**

6.1.4. III CATEGORY III. A Rate of $ 250.00 per incident, as set forth, shall apply, during the terms of this Contract for:

.1 **LANDING ZONE**

.2 **HAZARDOUS MATERIALS (AWARENESS/OPERATIONS LEVEL)**

.3 **FALSE ALARM CALL**

.4 **GOOD INTENT CALLS**

.5 **SERVICE CALLS**

.6 **RUBBISH FIRE(S)(AUTHORIZED/UNAUTHORIZED CONTROLLED FIRE, PRESCRIBED BURN)**

.7 **PALM TREE FIRE (NON-MOVING VEGITATION)**

7.0. ASSIGNMENT

In the event a Rural Fire District(s) is created for the rural, non-incorporated areas of Hidalgo County, this contract may be assigned by County to such District, and Entity shall look solely to the District(s) to perform and assume all Obligations and Responsibilities of County.

8.0. AUDIT

Any and all requests from Entity for reimbursement from County or any past reimbursements made under this contract or its predecessors shall be subject to audit by the County Auditor's Office, and/or the Fire Marshal. Should an audit procedure be invoked, Entity agrees to provide any and all records, photographs, videos, or other documents, pertaining to any request or claim for reimbursement made or paid hereunder that are requested by the Auditor or Fire Marshal. Should the County Auditor determine that any payments made were not properly claimed under the terms of this contract, Entity agrees to remit the amount of payments so found by the County Auditor to the County within ten (10) working days, following the date of receipt of Entity of County Auditors written determination of same.

9.0. MISCELLANEOUS

9.1 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 the 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.

9.2 NO WAIVER. No waiver by any party hereto of any breach of any provision of this Agreement shall be deemed to be a waiver of any preceding or succeeding breach of the same or any other provision hereof.**9.3 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 indirectly 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. This Agreement supersedes any and all agreements by and between the parties hereto. All previous agreements concerning the subject matter hereof between the parties are terminated as of the date of this Agreement.

9.4 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.

9.5 NOTICE. Except as may be otherwise specifically provided in this Agreement, all notices, demands, request for 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 pre-paid and addressed to the parties at the addresses set forth below, or at such other addresses as may have been therefore specified by written notice delivered in accordance herewith:

If to Entity _____

_____

_____, Texas _____

If to County: County of Hidalgo
Ramon Garcia, County Judge
100 E. Cano St. 2nd Floor, Edinburg, Texas 78539 or
P.O. Box 1356, Edinburg, Texas 78540

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 of 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.

9.6 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.

9.7 SUCCESSORS. This agreement shall be binding upon and insure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors, and assigns where permitted by this Agreement.

9.8 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.

9.9 GENDER and NUMBER. All pronouns used in this Agreement shall include the other gender, whether used in the masculine, feminine, or neutral gender, and the singular shall include the plural whenever and as often as may be appropriate.

9.10 AUTHORITY TO EXECUTE. The execution and performance of this Agreement by each of the parties hereto has been duly authorized by all necessary laws, resolutions, ordinances, or governing body action, and the Agreement constitutes, the valid and enforceable obligations of the parties hereto in accordance with its terms.

9.11 PERFORMANCE of GOVERNMENT FUNCTIONS. Each party hereto is entering into this Agreement for the purpose of providing for governmental services or functions, and will pay for such services out of current revenues available to the paying party as herein provided.

9.12 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.

9.13 COMMITMENT of CURRENT REVENUES. In the event that, during any term hereof, the Commissioners Court does not appropriate sufficient funds to meet the obligations of County under this Agreement, County may terminate this Agreement upon ninety (90) days written notice to Company. County agrees, however, to use reasonable efforts to secure funds necessary for the continued performance of this Agreement. The parties intend this provision to be a continuing right to terminate this Agreement at the expiration of each budget period of County pursuant to the provisions of Tex. Loc. Govt. Code Ann. ' 271.903 (Vernon Supp. 1996).

9.14 MUTUAL INDEMNIFICATION. Without waiving its sovereign immunity, and to the extent provided by law, each party shall indemnify and hold harmless each other, its officers, officials, and employees from and against all claims and liabilities of any nature or kind, including costs and expenses for or on account of any claims, damages, losses, or expenses of any character whatsoever resulting in whole or in part from the negligent performance or omission of either party's employees or representatives connected with the activities described herein.

WITNESS THE HANDS OF THE PARTIES

(In duplicate originals effective on the day both parties' signatures are executed.

CITY OF ALTON

_____ _____

By: **Date**

ATTEST:

_____

City Secretary

COUNTY OF HIDALGO

_____ _____

Ramon Garcia, County Judge **Date**

ATTEST:

_____

Arturo Guajardo, Jr., County Clerk

Approved as to Form:

Office of Criminal District Attorney's Office
Ricardo Rodriguez, Jr.

By: _____
Victor M. Garza, Assistant District Attorney

EXHIBIT "A"

Rural Emergency Service Incident Report

(FORM MUST BE COMPLETED IN INK OR TYPED ON ALL INCIDENTS FOR REIMBURSEMENT) (Exhibit A)

DEPARTMENT: _____ COUNTY INCIDENT: _____

DATE :_____ ALARM TIME :_____ ARRIVAL TIME: _____ DEPART TIME: _____

SITUATION REPORTED:_____ SITUATION FOUND:_____

MUTUAL AID: _____ GIVEN: _____ RECEIVED: _____ DEPARTMENT: _____

_____ NON-APPLICABLE DEPARTMENT: _____

CALLER NAME: _____ REQUESTING PERSON: _____

CALLER NAME: _____

CALLER ADDRESS: _____ OTHER: _____ PHONE: _____

CALLER PHONE: _____ WALK-IN: _____

INCIDENT LOCATION: _____

OCCUPANT NAME: _____ OWNER NAME: _____

OWNER ADDRESS: _____

OWNER PHONE #: _____ OCCUPANT PHONE #: _____

INCIDENT CAUSE: _____

TYPE OF ACTION TAKEN: _____

UNITS RESPONDING: _____ UNITS COMMITTED: _____

OF PERSONNEL:_____ MILEAGE (ROUND TRIP):_____ ADVISED COUNTY FIRE MARSHAL: YES _____ NO: _____

COMMENTS:

_____

_____

_____

INCIDENT COMMANDER: _____ REPORT PREPARED BY: _____

ESTIMATED $ LOSS: _____ ATTEST: _____
FIRE CHIEF

REIMBURSEMENT REQUESTED: _____$250.00 _____$550.00 _____$1,100.00

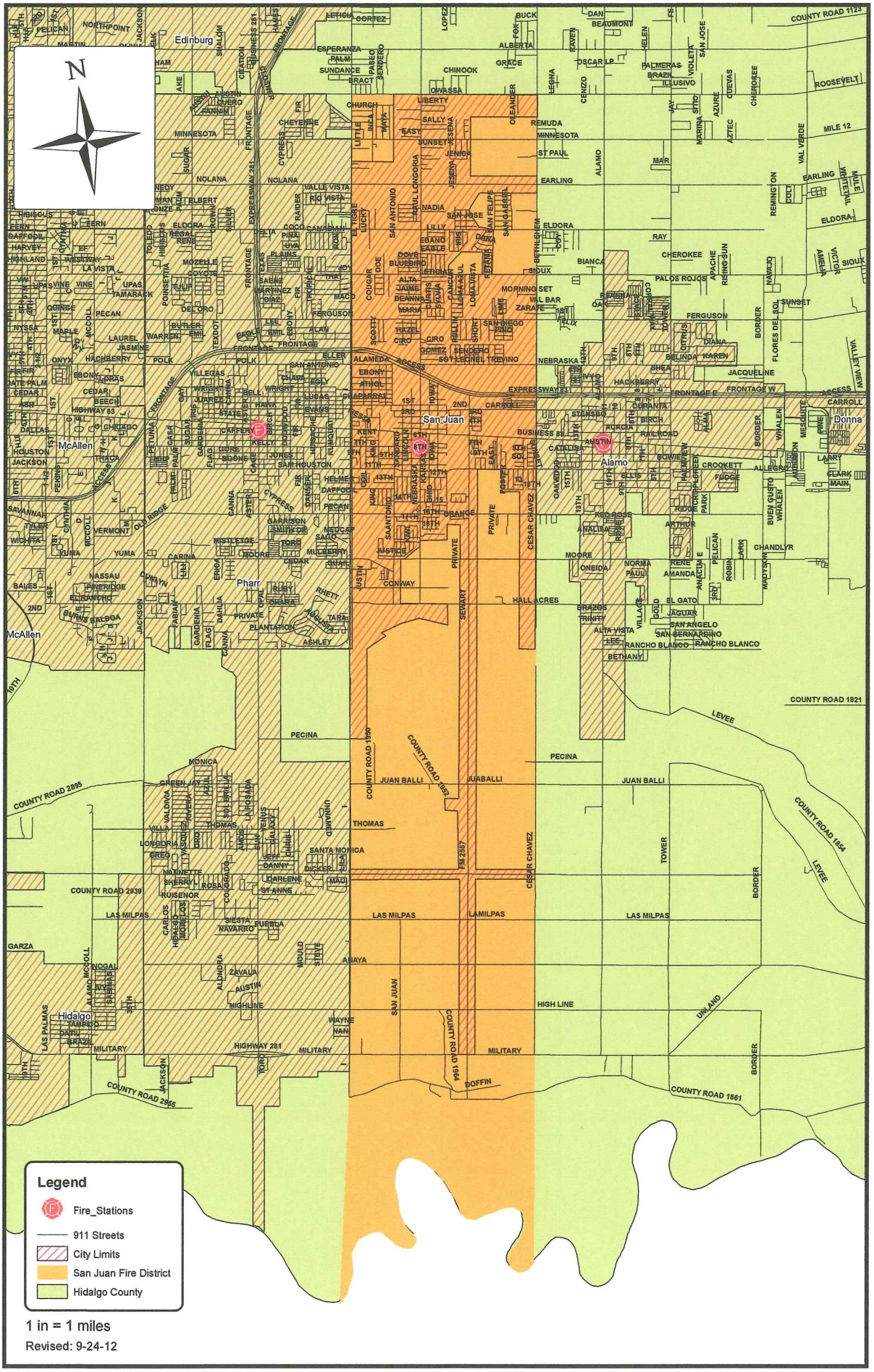
HCFMO Approval Amount: _____$250.00 _____$550.00 _____$1,100.00

EXHIBIT "B"

PAY OUT PLAN:			
	2016	2017	2018
CATEGORY I	$ 1,100	$ 1,250	$ 1,375
CATEGORY II	$ 550	$ 600	$ 665
CATEGORY II	$ 250	$ 275	$ 300

EXHIBIT "C"

San Juan Fire District



Interlocal Cooperation Agreement between City of Sullivan and Hidalgo County, Texas.

STATE OF TEXAS

COUNTY OF HIDALGO

THIS Interlocal Cooperation Agreement is made on the **1** day of **December,** by and between the COUNTY OF HIDALGO, TEXAS, hereafter called County, and the City of **Sullivan,** TEXAS, a municipal corporation/non-incorporated area hereinafter called CITY/ENTITY, is made under the authority of Chapter 791.001, Texas Government Code to be effective on the **1** day of **January, 2016**.

Entity and County are authorized to enter into this Agreement pursuant to the Interlocal Cooperation Act, Texas Government Code 791.001 et seq., which authorizes local governments to contract with each other to perform Governmental functions under the terms of the Act.

1.0 TERMS

1.1 This contract shall be for a period commencing on **January 1, 2016**, and shall terminate on **January 1, 2019**.

1.2 After **January 1, 2019**, this Contract, unless terminated as provided elsewhere shall be renewed on a month-to-month basis, under the same fee(s), rate(s), term and conditions of this agreement, until re-negotiated by mutual consent of both parties.

1.3 Either party has the option to terminate this Contract without cause by written notification, to the other on sixty (60) day notice.

1.4 The Rural Emergency Service Incident Report (Exhibit "A") form must be utilized as part of the monthly report submitted to the County Fire Marshal or his designee.

1.5 Any modifications to invoices shall be approved by both parties. Denial of any reimbursement shall be made within fourteen (14) working days after receipt of such invoice by the County Fire Marshal. Invoices which are approved shall be paid no later than thirty (30) days upon receipt of invoice by County.

1.6 Commencing on the **1** day of **January** 2016 and on each anniversary of that date thereafter, the parties hereinafter agree to an annual increase as identified in (Exhibit "B").

2.0 DEFINITIONS

BEE ATTACK – Any response to a situation where there is an on-going attack on person(s), domestic animal(s), and/or livestock, or a recent attack that requires first responder entrance into the immediate scene to rescue any person(s.) **EXCLUDING** situations of bee removal of hazards where no attack is in progress, or sustained at the time of response.

CATEGORY – All responses shall be categorized in a category that will be enumerated as I, II, III. Categories are designed to simplify reporting, queries and reimbursement requests.

COUNTY FIRE MARSHAL – the person appointed by the Commissioners Court in accordance with LGC 352 who is responsible for the administration of fire investigations, fire safety inspections, and fire prevention activities, administration of the Rural Emergency Services Contract and enforcement of the most recently adopted International Fire Code. This is a Sworn position.

ENTITY - Parent organization of Fire Department whose members are full time, part time, paid or unpaid volunteers and for the purposes of this contract includes any elements from any public works department that are requested or deployed to assist with the suppression, control or extinguishment of a fire.

COUNTY FIRE INVESTIGATORS – Those officers designated as such, by the County Fire Marshal that are responsible for all duties which may be assigned by the County Fire Marshal.

CHIEF DEPUTY / DEPUTY FIRE MARSHAL – Those officers designated and commissioned by the County Fire Marshal that are responsible for all duties which may be assigned by the County Fire Marshal.

FALSE ALARM CALL - Any emergency response to a mischievous or malicious call, or false call; or fire alarm system malfunctions that require fire personnel to investigate the scene or incident to make a determination as to whether or not there is a fire. If there are two or more alarms at the same location for the same reason, and from the same source, the responding Entity shall notify the Fire Marshal by the next working date.

FIREFIGHTING – Any working Structural or Commercial Vehicle fire upon arrival, a petroleum based fire **EXCLUDING** rubbish fire(s) (trash fire), or Authorized, Unauthorized Uncontrolled/ controlled land clearing fire(s).

GOOD INTENT CALLS – Any emergency call response where fire personnel were summoned, but were not required dealing with the incident, there was no actual incident, where no actual services, investigation, or standby was rendered or needed. Response to this type of call must come through a dispatch point.

HAZARDOUS MATERIAL FIRST RESPONDER INCIDENT – any response to any incident at the first responder (awareness, and operations) level, as defined by the Environmental Protection Agency and/or the Texas Commission on Environmental Quality and includes, hazardous material Identification, low level containment / Mitigation, i.e. fuel spills, from any vehicle, including motor vehicles, trains, motorcycle or aircraft.

HAZARDOUS MATERIAL TECHNICIAN LEVEL INCIDENT– any response to any incident at the Technician level, as defined by the Environmental Protection Agency and/or the Texas Commission on Environmental Quality and includes, hazardous material Identification via Monitoring / Identification devices, and or specialized equipment for such purposes, High level containment / Mitigation, i.e. Solid, Liquid, Gas (Vapor) Chemical / Fuel spills from and structure, vehicle, and or storage type facility..

INCORPORATED AREA - any area(s) within Hidalgo County that exist at time of execution thereof, and as they may be amended by reasons of annexation and/or de-annexation of property by any respective city.

LAW ENFORCEMENT ASSISTANCE – any non-fire assistance requested by County, State, or Federal Law Enforcement Agency, and includes, but is not limited to – vehicle recovery (water), crowd control, and "standing-by" for any situation in pursuance of a law enforcement, and or Investigative mission **EXCLUDING** MVA duties (traffic Control, washdowns, patient packaging).

MASS CASUALTY INCIDENT – all emergency rescues and/or recovery of victims, eight (8) victims or more, from any major incident or accident, i.e. Haz-Mat, aircraft, any passenger transportation bus, regardless of cause, building collapse, or assembly area.

MEDICAL CALL – In an emergency situation, under exigent circumstances, where there is a delayed response by the contracted EMS provider (Greater than 20 Minutes) and the situation dictates immediate medical attention due to the delay by the EMS provider **excluding** immediate first aid to stabilize a victim at a scene, when already on scene. This section is not to be construed as a reimbursement plan for a fire-based department that operates an emergency medical service (EMS) otherwise covered by any other contracts that are already in place.

MUTUAL AID – A Primary Entity response to an emergency event where the situation is of such magnitude , either upon arrival or during the actual response, that the primary city/entity must declare a multiple alarm and request response from one or more Secondary Entity(s) and such assistance is necessary to control, extinguish, or otherwise assist with the response. This includes any element of public works that is called upon to help mitigate the emergency. The call for additional resources made by the Primary Entity from the Secondary Entity may be based on the extenuating circumstances, and may be made by the on-scene incident commander, and must go through a dispatch point with approval from the most senior officer that is on duty for the Entity. The Fire Marshal may authorize and/or request mutual aid at any time whether or not on-scene, when the request is made directly to them. Secondary entities may be reimbursed at the same rate as the primary entity upon approval of the Fire Marshal, when sufficiently documented as a "Special Situation".

NATURAL VEGETATION – The plants of an area or region, collectively – any plant life, present in or produced by nature, whether growing or not. Fuel for a wild-land or grass fire.

OPERATIONAL PERIOD – 12 hour standard as recognized by the National Incident Management system.

PETROLEUM BASED INCIDENT – any incident or fire whose main fuel source includes natural gas, liquefied gas, crude or refined oil or any other petroleum based product that may be used or processed as fuel or as a precursor for fuel. It also includes any storage container, conveyance of said

product, whether by motor vehicle, pipeline or any other type of transport medium **EXCLUDING** propane tanks used for residential or commercial service (100lbs or under).

PRIMARY ENTITY – the Entity who is a party to this contract with the County that is assigned to respond as the lead fire-based response agency to an area where the emergency occurred as per Section II, Paragraph A, of this contract. This may be based on geographical assignments or capability.

PUBLIC WORKS RESPONSE – Any incident response that requires operational support elements from what is commonly referred to as Public Works, to respond to an emergency situation, to help mitigate, control, or otherwise facilitate the overall response. This response may only be requested and authorized by the on-scene Incident Commander through the Fire Marshal.

RECOVERY CALL – Body - Any recovery of a deceased victim.

REIMBURSEMENT PLAN – method by which a Entity is reimbursed by the County for emergency services rendered in any rural area within Hidalgo County.

REGIONAL RESPONSE TEAM – response to any special situation to provide tactical rescue assistance and support for any first responder regardless of discipline. Regional Response Teams are based and maintained from the Lower Rio Grande Valley Development Council (LRGVDC) Homeland Security Association Committee (HSAC).

RESPONSE AREA – the geographical area assigned to the Entity within the rural areas of the County, wherein the respective Entity Shall be responsible for primary response to an emergency call for service.

RUBBISH – trash, garbage, brush, grass or other unwanted things, and includes any tangible item discarded, collected, or recycled arranged as to burn for cleaning / clearing as a part of a controlled situation, whether permitted or not.

RURAL AREA – any non-incorporated areas within Hidalgo County, as they exist at the time of execution thereof, and as they may be amended by reasons of annexation and/or de-annexation of

property by any respective city or any incorporated area within Hidalgo County that does not provide its own emergency services or response.

RURAL RESPONSE DISTRICT – The area designated for the respective Primary Entity for emergency response within a delineated geographical area as depicted and described in Exhibit "B", attached hereof. The rural response district may be amended from time to time pursuant to Section3.2.

SEARCH and RESCUE CALLS – all rescues of person(s) living , from water, high angle, confined space, or all rescue/extrication of person(s) from entanglement, entrapment, enclosed areas, elevators, building collapse **EXCLUDING** Recovery, and/or Vehicle Extrication.

SECONDARY CITY – the Entity who is a party to a cooperative agreement with the County and is assigned or requested to respond to assist the primary city in any type of emergency response to an area where the emergency occurred (Mutual Aid). The response may occur anywhere within the rural County and may be based on geographical assignment or capability **EXCLUDING** all aid to other Jurisdictions in their city limits.

SERVICE CALLS – any call involving unauthorized burning, smoke scare, mischievous or malicious calls, and alarm system malfunctions requiring fire personnel to deal with an incident, but where no actual services, investigation or standby was rendered or needed.

SPECIAL SITUATIONS – Any situation in which the Entity performed in a manner that is not covered in any of the above described situations, or for an extended period of time. The Fire Chief must justify the exigent circumstances for the response to the incident and reason for reimbursement request. If the response by the Entity covers two or more operational periods, this fee may charged per day, above and beyond any other fees. The Fire Chief shall seek authorization from the County Fire Marshal, or his representative, justifying the exigent circumstances for the response to the incident prior to responding to a special situation. If authorized by the County Fire Marshal and if the response by the Entity covers two or more operational periods, this fee may be charged per day, above and beyond any other fees.

STRUCTURE – any construction within reason, or any production or piece of work artificially built or composed of parts joined together in some definite manner, that is built, under construction or constructed and it includes any edifice, or building of any kind.

TRAFFIC CONTROL – Any incident response where the nature of the call is strictly for traffic control assistance.

MOTOR VEHICULAR ACCIDENT (MVA) – any motor vehicle or automobile collision regardless of amount of or type of vehicles involved, where services other than "VEHICULAR EXTRICATION" is performed.

VEHICULAR EXTRICATION – any emergency extrication of person(s) with the use of specialized hydraulic, and or manual tools from wreckage entanglement as a result of an automobile collision, regardless of motor vehicle type.

VEHICLE FIRE -A working fire – upon arrival that involves any vehicle fire. (i.e. Semi-Truck and or Trailer, Transport Vehicle, Service Vehicles, commuter bus or personal vehicle, car, truck, van).

WASH DOWN – Any hazardous based spill where there is no fire and the spill is under thirty-five (35) gallons. I.e. roadway, parking lots, etc. that requires a wash down – no vehicular accident.

WILDLAND FIRE - Any fire occurring in vegetative areas regardless of ignition sources, damages or benefits. An uncontrolled fire in grassland, brush-land, or land sown to crops. For the purposes of this contract any fire within the confines of the above definitions that requires an emergency response of an entity **excluding** prescribed type Brush land clearing operation or rubbish fire(s).

WIRELINE INCIDENTS (All TYPES) – where the response is of such nature that there is a "downed-wire" or "low-hanging wire" or energized or with or without fire- and the responding Entity must standby and await the arrival of a utility company or responding Entity must remove, and or mitigate the non-emergency situation. Any situation where there is immediate danger to the public from an electrical wire, and the situation dictate immediate traffic control, or public redirection or any situation where there is no immediate danger to the public from an electrical wire, and the situation

does not dictate immediate traffic control, or public redirection. Where the entity is not required to stand-by for the service company.

3.0 ENTITY RESPONSIBILITIES

3.1 Entity hereby agrees to provide emergency fire response based services, if resources are available, to the geographically assigned Rural Response District, within the County, as may be required by the County Fire Marshal or otherwise as delineated within this contract.

3.2 Entity hereby agrees to the designation of Primary (response) within their designated Rural Response District as depicted in the attached map, as Exhibit "C". Each Entity Rural Response District may be amended from time to time during the period of this contract by annexation or de-annexation of property by any respective city(s), or by agreement of the County Fire Marshal, and Fire Chief(s) responsible for the existing Rural Response District. The Response Districts and assigned Entity will be provided to the designated 911 Coordinator and the Sheriff's Office. A map depicting the Rural Response Districts of all participating Entity(s) shall be maintained and provided upon request by the County Fire Marshal, at their designated office.

3.3 Entity hereby agrees to seek authorization from the County Fire Marshal **PRIOR** to responding to a XXX outside of the Rural Response Districts' geographical area as delineated and depicted in Exhibit "B". Unless authorized by the County Fire Marshal, Entity and/or Rural Response District shall not be reimbursed for services rendered outside their designated geographical area.

3.4 Entity hereby agrees to provide the County Fire Marshal, with any and all records, reports, and documents, to include, but not limited to, statistics, data, calls for service records, dispatch logs, and any other records or other documents necessary to support the invoice or request for reimbursement as herein provided. In the absence of the Fire Marshal, said records, reports, and documents may be provided to the County Judge or his designee. The standard reimbursement request shall be timely submitted. Unless this subsection is fully complied with, reimbursements shall not be granted.

3.5 Entity agrees that in multi-agency response calls, the communications interoperability radio channels will be used as primary communications with the designated incident commander. The Incident Commander or assigned communications officer may designate user and sub-user groups as necessary.

3.6 Entity agrees to allow the County Fire Marshal, full access to any and all operational communications frequencies / talk groups, that the Entity operates on and authorize the County Fire Marshal to use

those frequencies/talk groups during a response to a designated emergency situation that the Entity responds to. This will include assigning user-identification numbers (if available) to any County Fire Marshal communications radio.

3.7 Entity agrees to practice NIMS/ICS during any multi-agency – multi-tiered response.

3.8 Entity agrees to provide its' own insurance for equipment, vehicles, and personnel used in performing any of the services described herein. Emergency vehicles and fire-fighting equipment must be owned and/or managed by the Entity. Entity agrees to provide proof of current and adequate vehicle, equipment and workmen's compensation insurance to the County upon submission of this contract or upon request from the County Fire Marshal.

3.9 During extended operations as designated by the Incident Commander, the Entity agrees to provide adequate hydration and sustenance for its firefighters/emergency response personnel.

3.10 Entity agrees that it will not cause, create or allow any type of "roving-patrols" or "smoke-hunting / chasing" operations by full-time employees, volunteers or paid-volunteers, in an effort to seek out emergency responses. Any simple trash burning calls will be referred to the appropriate law enforcement agency, i.e.. Fire Marshal, Constable Office or Sheriff's Office, unless the Roving preventive fire patrol activity is requested and authorized by the Fire Marshal in writing during an emergency situation, burn ban period, or fireworks ban period.

COUNTY RESPONSIBILITIES

4.1 In consideration for the Entity's Rural Emergency Services, the County will reimburse the Entity in the manner provided herein.

4.2 The County shall designate a person and office that shall be known as the County Fire Marshal and County Fire Marshal's Office, who shall have the following responsibilities;

4.2.1 **ADMINISTRATION**

a. Administration of Fire Marshal's Office

b. Cause Burn Ban Signs (during designated times) to be displayed in conspicuous locations at all major roadway entrances to the County.

c. Commercial Building Inspections

d. Fire Safety Inspections

e. Adult and Child Day Care Facility Inspections

f. Health Care Facility Inspections

g. Existing and New Construction Inspections

h. Implementation and Enforcement of the most current version of the International Fire Code.

i. Issuance and Regulation of Burn Permits in Rural County areas

j. Monitor weather conditions and cause burn bans and fireworks bans to be enacted by the Commissioners Court, as appropriate.

k. Plat/Plan Reviews and approvals

l.

4.2.2 **INVESTIGATIONS**

a. Conduct Fire Investigations

b. Assist and guide other law enforcement agencies with Fire Code violations and enforcement.

c. Provide Information and Reports

d. Provide assistance to municipal departments with Fire Investigations, upon request.

e. Issue Citations, make arrests, and file criminal cases as appropriate.

4.2.3 **FIRE PREVENTION**

a. Plan, coordinate and direct activities.

b. Conduct and participate in training with all Fire Departments.

c. Acquire and maintain equipment.

d. Conduct public education.

e. Perform fire safety presentations.

4.2.4 **ADMINISTER RURAL EMERGENCY SERVICES CONTRACT**

a. Review and process all requests for reimbursements.

b. Will confer with appropriate Fire Chief on any discrepancies on requests for reimbursement.

c. Shall determine if a Rural Response District may respond to a XXX outside of the Rural Response Districts' geographical area as delineated and depicted in Exhibit "C".

4.2.5 **RESPONSE**

a. When requested, respond to a fire scene within a reasonable time to conduct an investigation into the cause of the fire.

b. Will respond to any major incidents.

c. Will integrate into the NIMS/ICS structure as appropriate

d. Will assist the Incident Commander with any duties as assigned.

e. Will provide Law Enforcement assistance/coordination as needed

5.0 LIABILITY

5.1 Entity and County agree pursuant to Section 352.004, Texas Local Government Code that the acts of any person or persons travelling to or from or in a manner as defined in Section 3, shall be deemed as the acts of agents or employees of the County in all respects, notwithstanding such person or persons may otherwise be employees or firefighters of the Entity.

5.2 The County of Hidalgo and Entity agree that they will provide general liability insurance coverage for liabilities caused by vehicles, equipment, and personnel. Entity shall be responsible for any damage to its vehicles or equipment used in performing services under this Agreement. Each party agrees that it shall provide general liability insurance coverage for the action of their respective employees and firefighters.

5.3 Nothing herein shall be construed to prevent either party from becoming self-insured. Each Entity participating and entering into this contract must provide written proof of

insurance to the County when submitting the contract for approval. Upon request by the County or it's duly authorized representative, the Entity must provide documentation of completion of any other State or Federal fire-fighting training requirements.

5.4 If either party cannot acquire the insurance required herein, this Agreement shall be void and the parties shall negotiate their respective obligations regarding emergency services response in the rural areas of Hidalgo County at the time. If at any time during the year the respective Entity loses its insurance capacity, it must immediately report this to the Fire Marshal and cease any responses to their assigned Rural Response District.

6.0 REIMBURSEMENT PLAN

6.1 County shall reimburse Entity for services provided hereunder in a lump sum with payment to be made monthly as follows:

6.1.1 Entity shall keep true and accurate records of all rural emergency services provided hereunder and shall submit, on a monthly basis (within a reasonable time), any Rural Emergency Service Incident Reports to the County Fire Marshal, reporting is a condition precedent to receiving payments from the County. The Rural Emergency Service Incident Report form(s), and supporting documents as listed in Section 3.4 shall be required as part of the monthly report. Accident Prevention Plan documentation is required from any Entity that utilized the County Worker's Compensation Policy, as described in Section 5.3.

6.1.2 County shall communicate and provide a written itemized list of emergency services not approved for reimbursement or any change in the reimbursement rate / category to the Entity with an explanation for the disapproval or change to the Fire Chief of entity for his approval or challenge within fourteen (14) working days of receipt of invoices from Entity.

6.1.3. County Fire Marshal shall accumulate records of all rural emergency service responses provided by all Entity(s) within Hidalgo County and shall calculate the amount due each Entity.

a. Any and all disputes of Entity reports shall be addressed directly to the Fire Marshal and/or the Entity in writing.

b. If a resolution of dispute for emergency response services cannot be reached, the reporting Entity may appeal to the Hidalgo County Commissioner's Court.

6.1.4. For all rural emergency calls serviced by the Entity within its emergency response district, Entity shall receive a monthly lump-sum payment for all authorized services, corresponding to that year, in accordance with the following payment schedule and categories;

(6.1.4.I.)	**CATEGORY I**	**(CI)**	**Flat rate of $1,100.00 per incident.**
(6.1.4.II.)	**CATEGORY II**	**(CII)**	**Flat Rate of $ 550.00 per incident**
(6.1.4.III.)	**CATEGORY III**	**(CIII)**	**Flat Rate of $ 250.00 per incident.**

6.1.4.I. CATEGORY I. A rate of $ 1,100.00 per incident, as set forth, shall apply, during the terms of this Contract for:

.1 **FIREFIGHTING STRUCTURAL / COMMERCIAL VEHICLE** (as primary department)

.2 **HAZARDOUS MATERIALS (TECHNICIAN LEVEL)**

.3 **MASS CASUALTY**

.4 **RESCUE CALLS**

.5 **VEHICULAR EXTRICATION**

.6 **PUBLIC WORKS RESPONSE**

.7 **REGIONAL MEDICAL RESPONSE TEAM**

.8 **SECONDARY CITY/ENTITY** (in place of primary department.)

.9 **SPECIAL SITUATIONS**

.10 **GRASS / BRUSH WILDLAND FIRE**

.11 **REGIONAL RESPONSE TEAM**

6.1.4.II. CATEGORY II. A rate of $ 550.00 per incident, as set forth, shall apply, during the terms of this Contract for:

.1 **MEDICAL CALL**

.2 **MUTUAL AID**

.3 **MOTOR VEHICLE ACCIDENT (PATIENT PACKAGING, SECURE VEHICLE)**

.4 **LAW ENFORCEMENT ASSISTANCE**

.5 **RECOVERY CALL – BODY**

.6 **TRAFFIC CONTROL**

.7 **WASH DOWN**

.8 **BEE ATTACK**

.9 **PETROLEUM BASED INCIDENT STANDBY**

.10 **WIRELINE INCIDENTS (ALL TYPES)**

6.1.4. III CATEGORY III. A Rate of $ 250.00 per incident, as set forth, shall apply, during the terms of this Contract for:

.1 **LANDING ZONE**

.2 **HAZARDOUS MATERIALS (AWARENESS/OPERATIONS LEVEL)**

.3 **FALSE ALARM CALL**

.4 **GOOD INTENT CALLS**

.5 **SERVICE CALLS**

.6 **RUBBISH FIRE(S)(AUTHORIZED/UNAUTHORIZED CONTROLLED FIRE, PRESCRIBED BURN)**

.7 **PALM TREE FIRE (NON-MOVING VEGITATION)**

7.0. ASSIGNMENT

In the event a Rural Fire District(s) is created for the rural, non-incorporated areas of Hidalgo County, this contract may be assigned by County to such District, and Entity shall look solely to the District(s) to perform and assume all Obligations and Responsibilities of County.

8.0. AUDIT

Any and all requests from Entity for reimbursement from County or any past reimbursements made under this contract or its predecessors shall be subject to audit by the County Auditor's Office, and/or the Fire Marshal. Should an audit procedure be invoked, Entity agrees to provide any and all records, photographs, videos, or other documents, pertaining to any request or claim for reimbursement made or paid hereunder that are requested by the Auditor or Fire Marshal. Should the County Auditor determine that any payments made were not properly claimed under the terms of this contract, Entity agrees to remit the amount of payments so found by the County Auditor to the County within ten (10) working days, following the date of receipt of Entity of County Auditors written determination of same.

9.0. MISCELLANEOUS

9.1 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 the 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.

9.2 NO WAIVER. No waiver by any party hereto of any breach of any provision of this Agreement shall be deemed to be a waiver of any preceding or succeeding breach of the same or any other provision hereof.**9.3 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 indirectly 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. This Agreement supersedes any and all agreements by and between the parties hereto. All previous agreements concerning the subject matter hereof between the parties are terminated as of the date of this Agreement.

9.4 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.

9.5 NOTICE. Except as may be otherwise specifically provided in this Agreement, all notices, demands, request for 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 pre-paid and addressed to the parties at the addresses set forth below, or at such other addresses as may have been therefore specified by written notice delivered in accordance herewith:

If to Entity _____

_____

_____, Texas _____

If to County: County of Hidalgo
Ramon Garcia, County Judge
100 E. Cano St. 2nd Floor, Edinburg, Texas 78539 or
P.O. Box 1356, Edinburg, Texas 78540

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 of 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.

9.6 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.

9.7 SUCCESSORS. This agreement shall be binding upon and insure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors, and assigns where permitted by this Agreement.

9.8 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.

9.9 GENDER and NUMBER. All pronouns used in this Agreement shall include the other gender, whether used in the masculine, feminine, or neutral gender, and the singular shall include the plural whenever and as often as may be appropriate.

9.10 AUTHORITY TO EXECUTE. The execution and performance of this Agreement by each of the parties hereto has been duly authorized by all necessary laws, resolutions, ordinances, or governing body action, and the Agreement constitutes, the valid and enforceable obligations of the parties hereto in accordance with its terms.

9.11 PERFORMANCE of GOVERNMENT FUNCTIONS. Each party hereto is entering into this Agreement for the purpose of providing for governmental services or functions, and will pay for such services out of current revenues available to the paying party as herein provided.

9.12 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.

9.13 COMMITMENT of CURRENT REVENUES. In the event that, during any term hereof, the Commissioners Court does not appropriate sufficient funds to meet the obligations of County under this Agreement, County may terminate this Agreement upon ninety (90) days written notice to Company. County agrees, however, to use reasonable efforts to secure funds necessary for the continued performance of this Agreement. The parties intend this provision to be a continuing right to terminate this Agreement at the expiration of each budget period of County pursuant to the provisions of Tex. Loc. Govt. Code Ann. ' 271.903 (Vernon Supp. 1996).

9.14 MUTUAL INDEMNIFICATION. Without waiving its sovereign immunity, and to the extent provided by law, each party shall indemnify and hold harmless each other, its officers, officials, and employees from and against all claims and liabilities of any nature or kind, including costs and expenses for or on account of any claims, damages, losses, or expenses of any character whatsoever resulting in whole or in part from the negligent performance or omission of either party's employees or representatives connected with the activities described herein.

WITNESS THE HANDS OF THE PARTIES

(In duplicate originals effective on the day both parties' signatures are executed.

CITY OF ALTON

_____ _____

By: **Date**

ATTEST:

_____

City Secretary

COUNTY OF HIDALGO

_____ _____

Ramon Garcia, County Judge **Date**

ATTEST:

_____

Arturo Guajardo, Jr., County Clerk

Approved as to Form:

Office of Criminal District Attorney's Office
Ricardo Rodriguez, Jr.

By: _____
Victor M. Garza, Assistant District Attorney

EXHIBIT "A"

Rural Emergency Service Incident Report

(FORM MUST BE COMPLETED IN INK OR TYPED ON ALL INCIDENTS FOR REIMBURSEMENT) (Exhibit A)

DEPARTMENT: _____ COUNTY INCIDENT: _____

DATE :_____ ALARM TIME :_____ ARRIVAL TIME: _____ DEPART TIME: _____

SITUATION REPORTED:_____ SITUATION FOUND:_____

MUTUAL AID: _____ GIVEN: _____ RECEIVED: _____ DEPARTMENT: _____

_____ NON-APPLICABLE DEPARTMENT: _____

CALLER NAME: _____ REQUESTING PERSON: _____

CALLER NAME: _____

CALLER ADDRESS: _____ OTHER: _____ PHONE: _____

CALLER PHONE: _____ WALK-IN: _____

INCIDENT LOCATION: _____

OCCUPANT NAME: _____ OWNER NAME: _____

OWNER ADDRESS: _____

OWNER PHONE #: _____ OCCUPANT PHONE #: _____

INCIDENT CAUSE: _____

TYPE OF ACTION TAKEN: _____

UNITS RESPONDING: _____ UNITS COMMITTED: _____

OF PERSONNEL:_____ MILEAGE (ROUND TRIP):_____ ADVISED COUNTY FIRE MARSHAL: YES _____ NO: _____

COMMENTS:

_____

_____

_____

INCIDENT COMMANDER: _____ REPORT PREPARED BY: _____

ESTIMATED $ LOSS: _____ ATTEST: _____
FIRE CHIEF

REIMBURSEMENT REQUESTED: _____$250.00 _____$550.00 _____$1,100.00

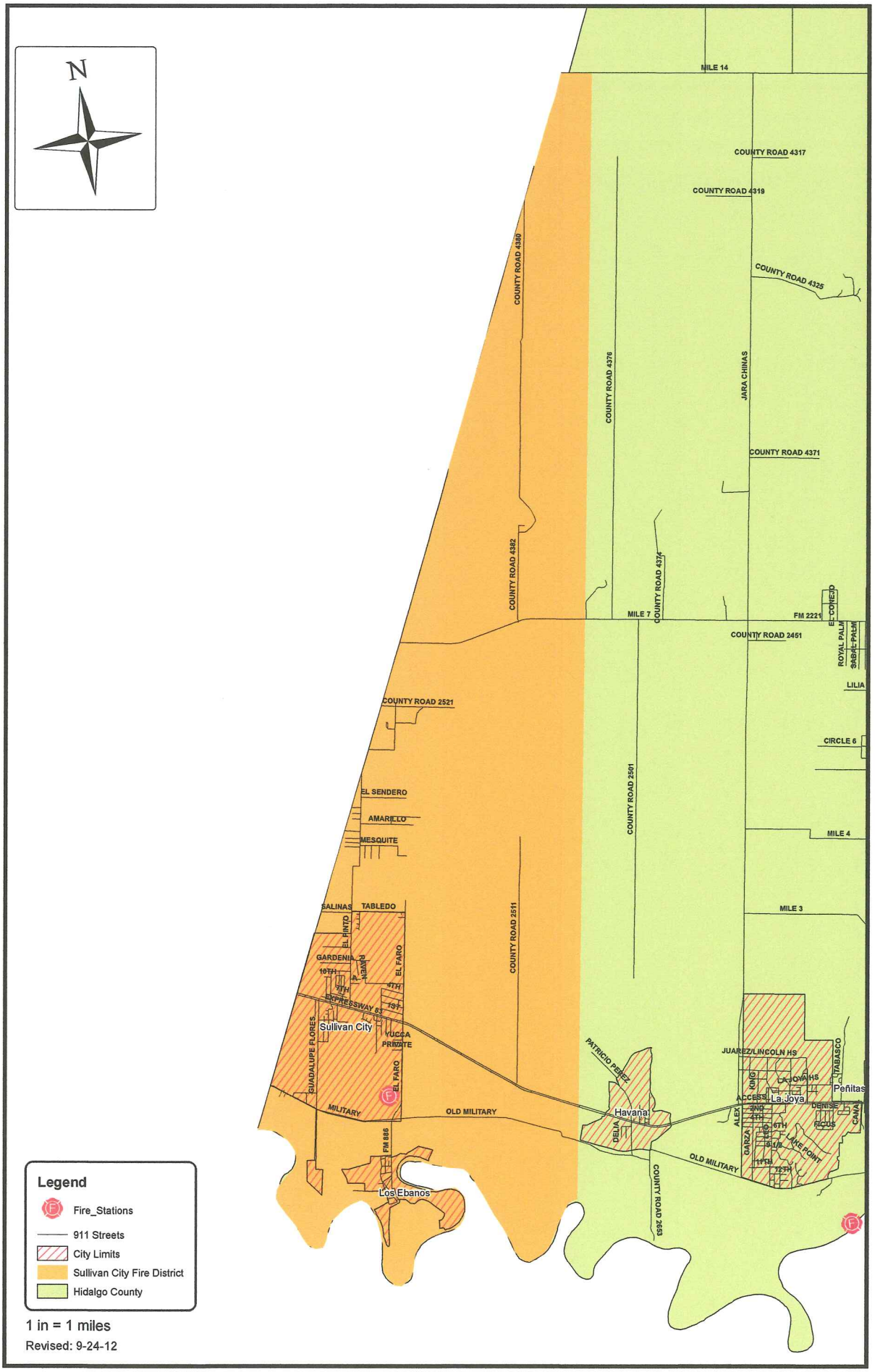
HCFMO Approval Amount: _____$250.00 _____$550.00 _____$1,100.00

EXHIBIT "B"

PAY OUT PLAN:			
	2016	2017	2018
CATEGORY I	$ 1,100	$ 1,250	$ 1,375
CATEGORY II	$ 550	$ 600	$ 665
CATEGORY II	$ 250	$ 275	$ 300

EXHIBIT "C"

Sullivan City Fire District



Interlocal Cooperation Agreement between City of Weslaco and Hidalgo County, Texas.

STATE OF TEXAS

COUNTY OF HIDALGO

THIS Interlocal Cooperation Agreement is made on the **1** day of **December,** by and between the COUNTY OF HIDALGO, TEXAS, hereafter called County, and the City of **Weslaco,** TEXAS, a municipal corporation/non-incorporated area hereinafter called CITY/ENTITY, is made under the authority of Chapter 791.001, Texas Government Code to be effective on the **1** day of **January, 2016**.

Entity and County are authorized to enter into this Agreement pursuant to the Interlocal Cooperation Act, Texas Government Code 791.001 et seq., which authorizes local governments to contract with each other to perform Governmental functions under the terms of the Act.

1.0 TERMS

1.1 This contract shall be for a period commencing on **January 1, 2016**, and shall terminate on **January 1, 2019**.

1.2 After **January 1, 2019**, this Contract, unless terminated as provided elsewhere shall be renewed on a month-to-month basis, under the same fee(s), rate(s), term and conditions of this agreement, until re-negotiated by mutual consent of both parties.

1.3 Either party has the option to terminate this Contract without cause by written notification, to the other on sixty (60) day notice.

1.4 The Rural Emergency Service Incident Report (Exhibit "A") form must be utilized as part of the monthly report submitted to the County Fire Marshal or his designee.

1.5 Any modifications to invoices shall be approved by both parties. Denial of any reimbursement shall be made within fourteen (14) working days after receipt of such invoice by the County Fire Marshal. Invoices which are approved shall be paid no later than thirty (30) days upon receipt of invoice by County.

1.6 Commencing on the **1** day of **January** 2016 and on each anniversary of that date thereafter, the parties hereinafter agree to an annual increase as identified in (Exhibit "B").

2.0 DEFINITIONS

BEE ATTACK – Any response to a situation where there is an on-going attack on person(s), domestic animal(s), and/or livestock, or a recent attack that requires first responder entrance into the immediate scene to rescue any person(s.) **EXCLUDING** situations of bee removal of hazards where no attack is in progress, or sustained at the time of response.

CATEGORY – All responses shall be categorized in a category that will be enumerated as I, II, III. Categories are designed to simplify reporting, queries and reimbursement requests.

COUNTY FIRE MARSHAL – the person appointed by the Commissioners Court in accordance with LGC 352 who is responsible for the administration of fire investigations, fire safety inspections, and fire prevention activities, administration of the Rural Emergency Services Contract and enforcement of the most recently adopted International Fire Code. This is a Sworn position.

ENTITY - Parent organization of Fire Department whose members are full time, part time, paid or unpaid volunteers and for the purposes of this contract includes any elements from any public works department that are requested or deployed to assist with the suppression, control or extinguishment of a fire.

COUNTY FIRE INVESTIGATORS – Those officers designated as such, by the County Fire Marshal that are responsible for all duties which may be assigned by the County Fire Marshal.

CHIEF DEPUTY / DEPUTY FIRE MARSHAL – Those officers designated and commissioned by the County Fire Marshal that are responsible for all duties which may be assigned by the County Fire Marshal.

FALSE ALARM CALL - Any emergency response to a mischievous or malicious call, or false call; or fire alarm system malfunctions that require fire personnel to investigate the scene or incident to make a determination as to whether or not there is a fire. If there are two or more alarms at the same location for the same reason, and from the same source, the responding Entity shall notify the Fire Marshal by the next working date.

FIREFIGHTING – Any working Structural or Commercial Vehicle fire upon arrival, a petroleum based fire **EXCLUDING** rubbish fire(s) (trash fire), or Authorized, Unauthorized Uncontrolled/ controlled land clearing fire(s).

GOOD INTENT CALLS – Any emergency call response where fire personnel were summoned, but were not required dealing with the incident, there was no actual incident, where no actual services, investigation, or standby was rendered or needed. Response to this type of call must come through a dispatch point.

HAZARDOUS MATERIAL FIRST RESPONDER INCIDENT – any response to any incident at the first responder (awareness, and operations) level, as defined by the Environmental Protection Agency and/or the Texas Commission on Environmental Quality and includes, hazardous material Identification, low level containment / Mitigation, i.e. fuel spills, from any vehicle, including motor vehicles, trains, motorcycle or aircraft.

HAZARDOUS MATERIAL TECHNICIAN LEVEL INCIDENT– any response to any incident at the Technician level, as defined by the Environmental Protection Agency and/or the Texas Commission on Environmental Quality and includes, hazardous material Identification via Monitoring / Identification devices, and or specialized equipment for such purposes, High level containment / Mitigation, i.e. Solid, Liquid, Gas (Vapor) Chemical / Fuel spills from and structure, vehicle, and or storage type facility..

INCORPORATED AREA - any area(s) within Hidalgo County that exist at time of execution thereof, and as they may be amended by reasons of annexation and/or de-annexation of property by any respective city.

LAW ENFORCEMENT ASSISTANCE – any non-fire assistance requested by County, State, or Federal Law Enforcement Agency, and includes, but is not limited to – vehicle recovery (water), crowd control, and "standing-by" for any situation in pursuance of a law enforcement, and or Investigative mission **EXCLUDING** MVA duties (traffic Control, washdowns, patient packaging).

MASS CASUALTY INCIDENT – all emergency rescues and/or recovery of victims, eight (8) victims or more, from any major incident or accident, i.e. Haz-Mat, aircraft, any passenger transportation bus, regardless of cause, building collapse, or assembly area.

MEDICAL CALL – In an emergency situation, under exigent circumstances, where there is a delayed response by the contracted EMS provider (Greater than 20 Minutes) and the situation dictates immediate medical attention due to the delay by the EMS provider **excluding** immediate first aid to stabilize a victim at a scene, when already on scene. This section is not to be construed as a reimbursement plan for a fire-based department that operates an emergency medical service (EMS) otherwise covered by any other contracts that are already in place.

MUTUAL AID – A Primary Entity response to an emergency event where the situation is of such magnitude , either upon arrival or during the actual response, that the primary city/entity must declare a multiple alarm and request response from one or more Secondary Entity(s) and such assistance is necessary to control, extinguish, or otherwise assist with the response. This includes any element of public works that is called upon to help mitigate the emergency. The call for additional resources made by the Primary Entity from the Secondary Entity may be based on the extenuating circumstances, and may be made by the on-scene incident commander, and must go through a dispatch point with approval from the most senior officer that is on duty for the Entity. The Fire Marshal may authorize and/or request mutual aid at any time whether or not on-scene, when the request is made directly to them. Secondary entities may be reimbursed at the same rate as the primary entity upon approval of the Fire Marshal, when sufficiently documented as a "Special Situation".

NATURAL VEGETATION – The plants of an area or region, collectively – any plant life, present in or produced by nature, whether growing or not. Fuel for a wild-land or grass fire.

OPERATIONAL PERIOD – 12 hour standard as recognized by the National Incident Management system.

PETROLEUM BASED INCIDENT – any incident or fire whose main fuel source includes natural gas, liquefied gas, crude or refined oil or any other petroleum based product that may be used or processed as fuel or as a precursor for fuel. It also includes any storage container, conveyance of said

product, whether by motor vehicle, pipeline or any other type of transport medium **EXCLUDING** propane tanks used for residential or commercial service (100lbs or under).

PRIMARY ENTITY – the Entity who is a party to this contract with the County that is assigned to respond as the lead fire-based response agency to an area where the emergency occurred as per Section II, Paragraph A, of this contract. This may be based on geographical assignments or capability.

PUBLIC WORKS RESPONSE – Any incident response that requires operational support elements from what is commonly referred to as Public Works, to respond to an emergency situation, to help mitigate, control, or otherwise facilitate the overall response. This response may only be requested and authorized by the on-scene Incident Commander through the Fire Marshal.

RECOVERY CALL – Body - Any recovery of a deceased victim.

REIMBURSEMENT PLAN – method by which a Entity is reimbursed by the County for emergency services rendered in any rural area within Hidalgo County.

REGIONAL RESPONSE TEAM – response to any special situation to provide tactical rescue assistance and support for any first responder regardless of discipline. Regional Response Teams are based and maintained from the Lower Rio Grande Valley Development Council (LRGVDC) Homeland Security Association Committee (HSAC).

RESPONSE AREA – the geographical area assigned to the Entity within the rural areas of the County, wherein the respective Entity Shall be responsible for primary response to an emergency call for service.

RUBBISH – trash, garbage, brush, grass or other unwanted things, and includes any tangible item discarded, collected, or recycled arranged as to burn for cleaning / clearing as a part of a controlled situation, whether permitted or not.

RURAL AREA – any non-incorporated areas within Hidalgo County, as they exist at the time of execution thereof, and as they may be amended by reasons of annexation and/or de-annexation of

property by any respective city or any incorporated area within Hidalgo County that does not provide its own emergency services or response.

RURAL RESPONSE DISTRICT – The area designated for the respective Primary Entity for emergency response within a delineated geographical area as depicted and described in Exhibit "B", attached hereof. The rural response district may be amended from time to time pursuant to Section3.2.

SEARCH and RESCUE CALLS – all rescues of person(s) living , from water, high angle, confined space, or all rescue/extrication of person(s) from entanglement, entrapment, enclosed areas, elevators, building collapse **EXCLUDING** Recovery, and/or Vehicle Extrication.

SECONDARY CITY – the Entity who is a party to a cooperative agreement with the County and is assigned or requested to respond to assist the primary city in any type of emergency response to an area where the emergency occurred (Mutual Aid). The response may occur anywhere within the rural County and may be based on geographical assignment or capability **EXCLUDING** all aid to other Jurisdictions in their city limits.

SERVICE CALLS – any call involving unauthorized burning, smoke scare, mischievous or malicious calls, and alarm system malfunctions requiring fire personnel to deal with an incident, but where no actual services, investigation or standby was rendered or needed.

SPECIAL SITUATIONS – Any situation in which the Entity performed in a manner that is not covered in any of the above described situations, or for an extended period of time. The Fire Chief must justify the exigent circumstances for the response to the incident and reason for reimbursement request. If the response by the Entity covers two or more operational periods, this fee may charged per day, above and beyond any other fees. The Fire Chief shall seek authorization from the County Fire Marshal, or his representative, justifying the exigent circumstances for the response to the incident prior to responding to a special situation. If authorized by the County Fire Marshal and if the response by the Entity covers two or more operational periods, this fee may be charged per day, above and beyond any other fees.

STRUCTURE – any construction within reason, or any production or piece of work artificially built or composed of parts joined together in some definite manner, that is built, under construction or constructed and it includes any edifice, or building of any kind.

TRAFFIC CONTROL – Any incident response where the nature of the call is strictly for traffic control assistance.

MOTOR VEHICULAR ACCIDENT (MVA) – any motor vehicle or automobile collision regardless of amount of or type of vehicles involved, where services other than "VEHICULAR EXTRICATION" is performed.

VEHICULAR EXTRICATION – any emergency extrication of person(s) with the use of specialized hydraulic, and or manual tools from wreckage entanglement as a result of an automobile collision, regardless of motor vehicle type.

VEHICLE FIRE -A working fire – upon arrival that involves any vehicle fire. (i.e. Semi-Truck and or Trailer, Transport Vehicle, Service Vehicles, commuter bus or personal vehicle, car, truck, van).

WASH DOWN – Any hazardous based spill where there is no fire and the spill is under thirty-five (35) gallons. I.e. roadway, parking lots, etc. that requires a wash down – no vehicular accident.

WILDLAND FIRE - Any fire occurring in vegetative areas regardless of ignition sources, damages or benefits. An uncontrolled fire in grassland, brush-land, or land sown to crops. For the purposes of this contract any fire within the confines of the above definitions that requires an emergency response of an entity **excluding** prescribed type Brush land clearing operation or rubbish fire(s).

WIRELINE INCIDENTS (All TYPES) – where the response is of such nature that there is a "downed-wire" or "low-hanging wire" or energized or with or without fire- and the responding Entity must standby and await the arrival of a utility company or responding Entity must remove, and or mitigate the non-emergency situation. Any situation where there is immediate danger to the public from an electrical wire, and the situation dictate immediate traffic control, or public redirection or any situation where there is no immediate danger to the public from an electrical wire, and the situation

does not dictate immediate traffic control, or public redirection. Where the entity is not required to stand-by for the service company.

3.0 ENTITY RESPONSIBILITIES

3.1 Entity hereby agrees to provide emergency fire response based services, if resources are available, to the geographically assigned Rural Response District, within the County, as may be required by the County Fire Marshal or otherwise as delineated within this contract.

3.2 Entity hereby agrees to the designation of Primary (response) within their designated Rural Response District as depicted in the attached map, as Exhibit "C". Each Entity Rural Response District may be amended from time to time during the period of this contract by annexation or de-annexation of property by any respective city(s), or by agreement of the County Fire Marshal, and Fire Chief(s) responsible for the existing Rural Response District. The Response Districts and assigned Entity will be provided to the designated 911 Coordinator and the Sheriff's Office. A map depicting the Rural Response Districts of all participating Entity(s) shall be maintained and provided upon request by the County Fire Marshal, at their designated office.

3.3 Entity hereby agrees to seek authorization from the County Fire Marshal **PRIOR** to responding to a XXX outside of the Rural Response Districts' geographical area as delineated and depicted in Exhibit "B". Unless authorized by the County Fire Marshal, Entity and/or Rural Response District shall not be reimbursed for services rendered outside their designated geographical area.

3.4 Entity hereby agrees to provide the County Fire Marshal, with any and all records, reports, and documents, to include, but not limited to, statistics, data, calls for service records, dispatch logs, and any other records or other documents necessary to support the invoice or request for reimbursement as herein provided. In the absence of the Fire Marshal, said records, reports, and documents may be provided to the County Judge or his designee. The standard reimbursement request shall be timely submitted. Unless this subsection is fully complied with, reimbursements shall not be granted.

3.5 Entity agrees that in multi-agency response calls, the communications interoperability radio channels will be used as primary communications with the designated incident commander. The Incident Commander or assigned communications officer may designate user and sub-user groups as necessary.

3.6 Entity agrees to allow the County Fire Marshal, full access to any and all operational communications frequencies / talk groups, that the Entity operates on and authorize the County Fire Marshal to use

those frequencies/talk groups during a response to a designated emergency situation that the Entity responds to. This will include assigning user-identification numbers (if available) to any County Fire Marshal communications radio.

3.7 Entity agrees to practice NIMS/ICS during any multi-agency – multi-tiered response.

3.8 Entity agrees to provide its' own insurance for equipment, vehicles, and personnel used in performing any of the services described herein. Emergency vehicles and fire-fighting equipment must be owned and/or managed by the Entity. Entity agrees to provide proof of current and adequate vehicle, equipment and workmen's compensation insurance to the County upon submission of this contract or upon request from the County Fire Marshal.

3.9 During extended operations as designated by the Incident Commander, the Entity agrees to provide adequate hydration and sustenance for its firefighters/emergency response personnel.

3.10 Entity agrees that it will not cause, create or allow any type of "roving-patrols" or "smoke-hunting / chasing" operations by full-time employees, volunteers or paid-volunteers, in an effort to seek out emergency responses. Any simple trash burning calls will be referred to the appropriate law enforcement agency, i.e.. Fire Marshal, Constable Office or Sheriff's Office, unless the Roving preventive fire patrol activity is requested and authorized by the Fire Marshal in writing during an emergency situation, burn ban period, or fireworks ban period.

COUNTY RESPONSIBILITIES

4.1 In consideration for the Entity's Rural Emergency Services, the County will reimburse the Entity in the manner provided herein.

4.2 The County shall designate a person and office that shall be known as the County Fire Marshal and County Fire Marshal's Office, who shall have the following responsibilities;

4.2.1 **ADMINISTRATION**

a. Administration of Fire Marshal's Office

b. Cause Burn Ban Signs (during designated times) to be displayed in conspicuous locations at all major roadway entrances to the County.

c. Commercial Building Inspections

d. Fire Safety Inspections

e. Adult and Child Day Care Facility Inspections

f. Health Care Facility Inspections

g. Existing and New Construction Inspections

h. Implementation and Enforcement of the most current version of the International Fire Code.

i. Issuance and Regulation of Burn Permits in Rural County areas

j. Monitor weather conditions and cause burn bans and fireworks bans to be enacted by the Commissioners Court, as appropriate.

k. Plat/Plan Reviews and approvals

l.

4.2.2 **INVESTIGATIONS**

a. Conduct Fire Investigations

b. Assist and guide other law enforcement agencies with Fire Code violations and enforcement.

c. Provide Information and Reports

d. Provide assistance to municipal departments with Fire Investigations, upon request.

e. Issue Citations, make arrests, and file criminal cases as appropriate.

4.2.3 **FIRE PREVENTION**

a. Plan, coordinate and direct activities.

b. Conduct and participate in training with all Fire Departments.

c. Acquire and maintain equipment.

d. Conduct public education.

e. Perform fire safety presentations.

4.2.4 **ADMINISTER RURAL EMERGENCY SERVICES CONTRACT**

a. Review and process all requests for reimbursements.

b. Will confer with appropriate Fire Chief on any discrepancies on requests for reimbursement.

c. Shall determine if a Rural Response District may respond to a XXX outside of the Rural Response Districts' geographical area as delineated and depicted in Exhibit "C".

4.2.5 **RESPONSE**

a. When requested, respond to a fire scene within a reasonable time to conduct an investigation into the cause of the fire.

b. Will respond to any major incidents.

c. Will integrate into the NIMS/ICS structure as appropriate

d. Will assist the Incident Commander with any duties as assigned.

e. Will provide Law Enforcement assistance/coordination as needed

5.0 LIABILITY

5.1 Entity and County agree pursuant to Section 352.004, Texas Local Government Code that the acts of any person or persons travelling to or from or in a manner as defined in Section 3, shall be deemed as the acts of agents or employees of the County in all respects, notwithstanding such person or persons may otherwise be employees or firefighters of the Entity.

5.2 The County of Hidalgo and Entity agree that they will provide general liability insurance coverage for liabilities caused by vehicles, equipment, and personnel. Entity shall be responsible for any damage to its vehicles or equipment used in performing services under this Agreement. Each party agrees that it shall provide general liability insurance coverage for the action of their respective employees and firefighters.

5.3 Nothing herein shall be construed to prevent either party from becoming self-insured. Each Entity participating and entering into this contract must provide written proof of

insurance to the County when submitting the contract for approval. Upon request by the County or it's duly authorized representative, the Entity must provide documentation of completion of any other State or Federal fire-fighting training requirements.

5.4 If either party cannot acquire the insurance required herein, this Agreement shall be void and the parties shall negotiate their respective obligations regarding emergency services response in the rural areas of Hidalgo County at the time. If at any time during the year the respective Entity loses its insurance capacity, it must immediately report this to the Fire Marshal and cease any responses to their assigned Rural Response District.

6.0 REIMBURSEMENT PLAN

6.1 County shall reimburse Entity for services provided hereunder in a lump sum with payment to be made monthly as follows:

6.1.1 Entity shall keep true and accurate records of all rural emergency services provided hereunder and shall submit, on a monthly basis (within a reasonable time), any Rural Emergency Service Incident Reports to the County Fire Marshal, reporting is a condition precedent to receiving payments from the County. The Rural Emergency Service Incident Report form(s), and supporting documents as listed in Section 3.4 shall be required as part of the monthly report. Accident Prevention Plan documentation is required from any Entity that utilized the County Worker's Compensation Policy, as described in Section 5.3.

6.1.2 County shall communicate and provide a written itemized list of emergency services not approved for reimbursement or any change in the reimbursement rate / category to the Entity with an explanation for the disapproval or change to the Fire Chief of entity for his approval or challenge within fourteen (14) working days of receipt of invoices from Entity.

6.1.3. County Fire Marshal shall accumulate records of all rural emergency service responses provided by all Entity(s) within Hidalgo County and shall calculate the amount due each Entity.

a. Any and all disputes of Entity reports shall be addressed directly to the Fire Marshal and/or the Entity in writing.

b. If a resolution of dispute for emergency response services cannot be reached, the reporting Entity may appeal to the Hidalgo County Commissioner's Court.

6.1.4. For all rural emergency calls serviced by the Entity within its emergency response district, Entity shall receive a monthly lump-sum payment for all authorized services, corresponding to that year, in accordance with the following payment schedule and categories;

(6.1.4.I.)	**CATEGORY I (CI)**	**Flat rate of $1,100.00 per incident.**
(6.1.4.II.)	**CATEGORY II (CII)**	**Flat Rate of $ 550.00 per incident**
(6.1.4.III.)	**CATEGORY III (CIII)**	**Flat Rate of $ 250.00 per incident.**

6.1.4.I. CATEGORY I. A rate of $ 1,100.00 per incident, as set forth, shall apply, during the terms of this Contract for:

.1 **FIREFIGHTING STRUCTURAL / COMMERCIAL VEHICLE** (as primary department)

.2 **HAZARDOUS MATERIALS (TECHNICIAN LEVEL)**

.3 **MASS CASUALTY**

.4 **RESCUE CALLS**

.5 **VEHICULAR EXTRICATION**

.6 **PUBLIC WORKS RESPONSE**

.7 **REGIONAL MEDICAL RESPONSE TEAM**

.8 **SECONDARY CITY/ENTITY** (in place of primary department.)

.9 **SPECIAL SITUATIONS**

.10 **GRASS / BRUSH WILDLAND FIRE**

.11 **REGIONAL RESPONSE TEAM**

6.1.4.II. CATEGORY II. A rate of $ 550.00 per incident, as set forth, shall apply, during the terms of this Contract for:

.1 **MEDICAL CALL**

.2 **MUTUAL AID**

.3 **MOTOR VEHICLE ACCIDENT (PATIENT PACKAGING, SECURE VEHICLE)**

.4 **LAW ENFORCEMENT ASSISTANCE**

.5 **RECOVERY CALL – BODY**

.6 **TRAFFIC CONTROL**

.7 **WASH DOWN**

.8 **BEE ATTACK**

.9 **PETROLEUM BASED INCIDENT STANDBY**

.10 **WIRELINE INCIDENTS (ALL TYPES)**

6.1.4. III CATEGORY III. A Rate of $ 250.00 per incident, as set forth, shall apply, during the terms of this Contract for:

.1 **LANDING ZONE**

.2 **HAZARDOUS MATERIALS (AWARENESS/OPERATIONS LEVEL)**

.3 **FALSE ALARM CALL**

.4 **GOOD INTENT CALLS**

.5 **SERVICE CALLS**

.6 **RUBBISH FIRE(S)(AUTHORIZED/UNAUTHORIZED CONTROLLED FIRE, PRESCRIBED BURN)**

.7 **PALM TREE FIRE (NON-MOVING VEGITATION)**

7.0. ASSIGNMENT

In the event a Rural Fire District(s) is created for the rural, non-incorporated areas of Hidalgo County, this contract may be assigned by County to such District, and Entity shall look solely to the District(s) to perform and assume all Obligations and Responsibilities of County.

8.0. AUDIT

Any and all requests from Entity for reimbursement from County or any past reimbursements made under this contract or its predecessors shall be subject to audit by the County Auditor's Office, and/or the Fire Marshal. Should an audit procedure be invoked, Entity agrees to provide any and all records, photographs, videos, or other documents, pertaining to any request or claim for reimbursement made or paid hereunder that are requested by the Auditor or Fire Marshal. Should the County Auditor determine that any payments made were not properly claimed under the terms of this contract, Entity agrees to remit the amount of payments so found by the County Auditor to the County within ten (10) working days, following the date of receipt of Entity of County Auditors written determination of same.

9.0. MISCELLANEOUS

9.1 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 the 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.

9.2 NO WAIVER. No waiver by any party hereto of any breach of any provision of this Agreement shall be deemed to be a waiver of any preceding or succeeding breach of the same or any other provision hereof.**9.3 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 indirectly 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. This Agreement supersedes any and all agreements by and between the parties hereto. All previous agreements concerning the subject matter hereof between the parties are terminated as of the date of this Agreement.

9.4 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.

9.5 NOTICE. Except as may be otherwise specifically provided in this Agreement, all notices, demands, request for 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 pre-paid and addressed to the parties at the addresses set forth below, or at such other addresses as may have been therefore specified by written notice delivered in accordance herewith:

If to Entity _____

_____

_____, Texas _____

If to County: County of Hidalgo
Ramon Garcia, County Judge
100 E. Cano St. 2nd Floor, Edinburg, Texas 78539 or
P.O. Box 1356, Edinburg, Texas 78540

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 of 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.

9.6 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.

9.7 SUCCESSORS. This agreement shall be binding upon and insure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors, and assigns where permitted by this Agreement.

9.8 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.

9.9 GENDER and NUMBER. All pronouns used in this Agreement shall include the other gender, whether used in the masculine, feminine, or neutral gender, and the singular shall include the plural whenever and as often as may be appropriate.

9.10 AUTHORITY TO EXECUTE. The execution and performance of this Agreement by each of the parties hereto has been duly authorized by all necessary laws, resolutions, ordinances, or governing body action, and the Agreement constitutes, the valid and enforceable obligations of the parties hereto in accordance with its terms.

9.11 PERFORMANCE of GOVERNMENT FUNCTIONS. Each party hereto is entering into this Agreement for the purpose of providing for governmental services or functions, and will pay for such services out of current revenues available to the paying party as herein provided.

9.12 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.

9.13 COMMITMENT of CURRENT REVENUES. In the event that, during any term hereof, the Commissioners Court does not appropriate sufficient funds to meet the obligations of County under this Agreement, County may terminate this Agreement upon ninety (90) days written notice to Company. County agrees, however, to use reasonable efforts to secure funds necessary for the continued performance of this Agreement. The parties intend this provision to be a continuing right to terminate this Agreement at the expiration of each budget period of County pursuant to the provisions of Tex. Loc. Govt. Code Ann. ' 271.903 (Vernon Supp. 1996).

9.14 MUTUAL INDEMNIFICATION. Without waiving its sovereign immunity, and to the extent provided by law, each party shall indemnify and hold harmless each other, its officers, officials, and employees from and against all claims and liabilities of any nature or kind, including costs and expenses for or on account of any claims, damages, losses, or expenses of any character whatsoever resulting in whole or in part from the negligent performance or omission of either party's employees or representatives connected with the activities described herein.

WITNESS THE HANDS OF THE PARTIES

(In duplicate originals effective on the day both parties' signatures are executed.

CITY OF ALTON

_____ _____

By: **Date**

ATTEST:

_____

City Secretary

COUNTY OF HIDALGO

_____ _____

Ramon Garcia, County Judge **Date**

ATTEST:

_____

Arturo Guajardo, Jr., County Clerk

Approved as to Form:

Office of Criminal District Attorney's Office
Ricardo Rodriguez, Jr.

By: _____
Victor M. Garza, Assistant District Attorney

EXHIBIT "A"

Rural Emergency Service Incident Report

(FORM MUST BE COMPLETED IN INK OR TYPED ON ALL INCIDENTS FOR REIMBURSEMENT) (Exhibit A)

DEPARTMENT: _____ COUNTY INCIDENT: _____

DATE :_____ ALARM TIME :_____ ARRIVAL TIME: _____ DEPART TIME: _____

SITUATION REPORTED:_____ SITUATION FOUND:_____

MUTUAL AID: _____ GIVEN: _____ RECEIVED: _____ DEPARTMENT: _____

_____ NON-APPLICABLE DEPARTMENT: _____

CALLER NAME: _____ REQUESTING PERSON: _____

CALLER NAME: _____

CALLER ADDRESS: _____ OTHER: _____ PHONE: _____

CALLER PHONE: _____ WALK-IN: _____

INCIDENT LOCATION: _____

OCCUPANT NAME: _____ OWNER NAME: _____

OWNER ADDRESS: _____

OWNER PHONE #: _____ OCCUPANT PHONE #: _____

INCIDENT CAUSE: _____

TYPE OF ACTION TAKEN: _____

UNITS RESPONDING: _____ UNITS COMMITTED: _____

OF PERSONNEL:_____ MILEAGE (ROUND TRIP):_____ ADVISED COUNTY FIRE MARSHAL: YES _____ NO: _____

COMMENTS:

_____

_____

_____

INCIDENT COMMANDER: _____ REPORT PREPARED BY: _____

ESTIMATED $ LOSS: _____ ATTEST: _____
FIRE CHIEF

REIMBURSEMENT REQUESTED: _____$250.00 _____$550.00 _____$1,100.00

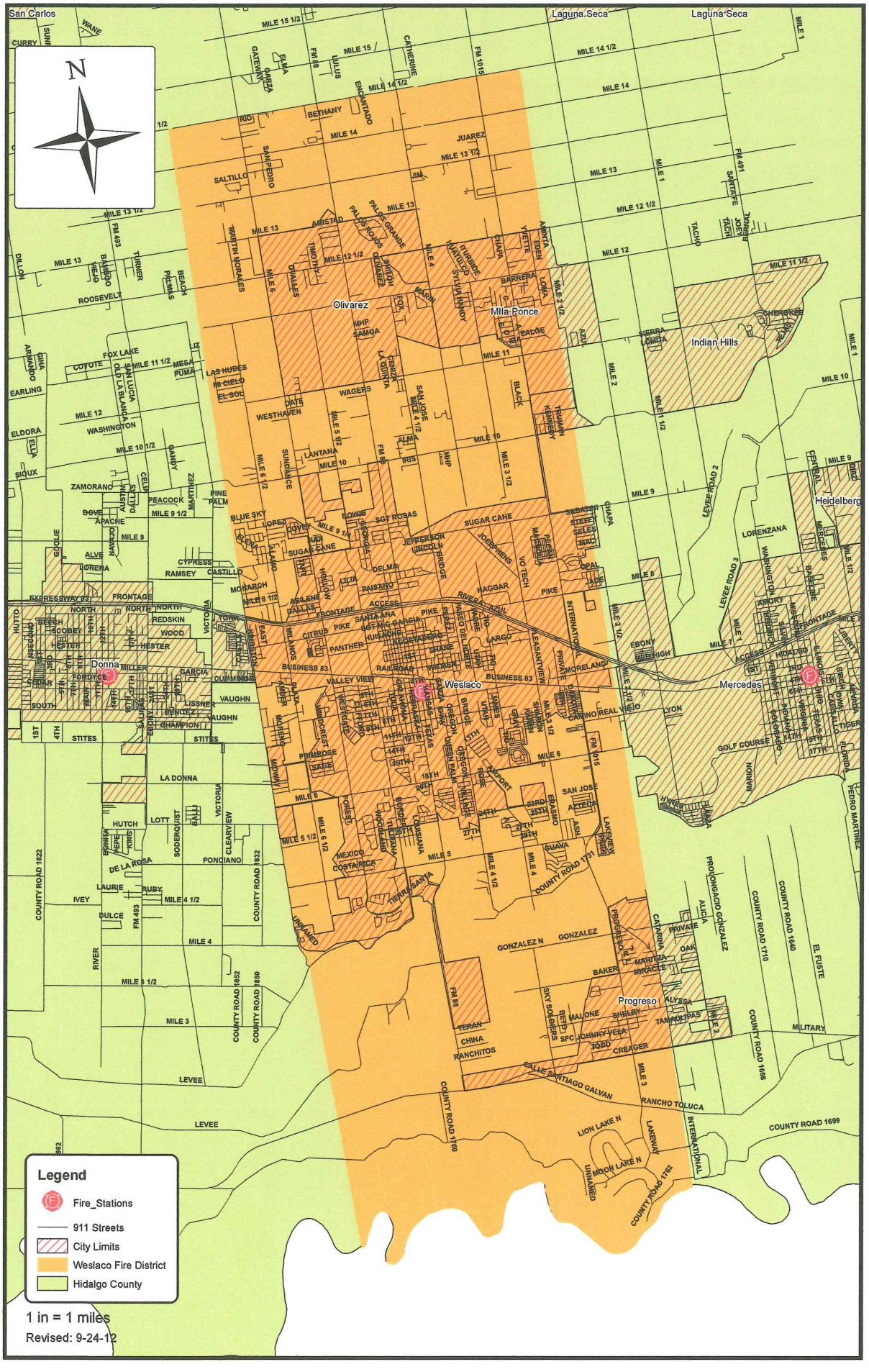
HCFMO Approval Amount: _____$250.00 _____$550.00 _____$1,100.00

EXHIBIT "B"

PAY OUT PLAN:			
	2016	2017	2018
CATEGORY I	$ 1,100	$ 1,250	$ 1,375
CATEGORY II	$ 550	$ 600	$ 665
CATEGORY II	$ 250	$ 275	$ 300

EXHIBIT "C"

Weslaco Fire District



Interlocal Cooperation Agreement between City of Linn San Manuel and Hidalgo County, Texas.

STATE OF TEXAS

COUNTY OF HIDALGO

THIS Interlocal Cooperation Agreement is made on the **1** day of **December,** by and between the COUNTY OF HIDALGO, TEXAS, hereafter called County, and the City of **Linn San Manuel,** TEXAS, a municipal corporation/non-incorporated area hereinafter called CITY/ENTITY, is made under the authority of Chapter 791.001, Texas Government Code to be effective on the **1** day of **January, 2016**.

Entity and County are authorized to enter into this Agreement pursuant to the Interlocal Cooperation Act, Texas Government Code 791.001 et seq., which authorizes local governments to contract with each other to perform Governmental functions under the terms of the Act.

1.0 TERMS

1.1 This contract shall be for a period commencing on **January 1, 2016**, and shall terminate on **January 1, 2019**.

1.2 After **January 1, 2019**, this Contract, unless terminated as provided elsewhere shall be renewed on a month-to-month basis, under the same fee(s), rate(s), term and conditions of this agreement, until re-negotiated by mutual consent of both parties.

1.3 Either party has the option to terminate this Contract without cause by written notification, to the other on sixty (60) day notice.

1.4 The Rural Emergency Service Incident Report (Exhibit "A") form must be utilized as part of the monthly report submitted to the County Fire Marshal or his designee.

1.5 Any modifications to invoices shall be approved by both parties. Denial of any reimbursement shall be made within fourteen (14) working days after receipt of such invoice by the County Fire Marshal. Invoices which are approved shall be paid no later than thirty (30) days upon receipt of invoice by County.

1.6 Commencing on the **1** day of **January** 2016 and on each anniversary of that date thereafter, the parties hereinafter agree to an annual increase as identified in (Exhibit "B").

2.0 DEFINITIONS

BEE ATTACK – Any response to a situation where there is an on-going attack on person(s), domestic animal(s), and/or livestock, or a recent attack that requires first responder entrance into the immediate scene to rescue any person(s.) **EXCLUDING** situations of bee removal of hazards where no attack is in progress, or sustained at the time of response.

CATEGORY – All responses shall be categorized in a category that will be enumerated as I, II, III. Categories are designed to simplify reporting, queries and reimbursement requests.

COUNTY FIRE MARSHAL – the person appointed by the Commissioners Court in accordance with LGC 352 who is responsible for the administration of fire investigations, fire safety inspections, and fire prevention activities, administration of the Rural Emergency Services Contract and enforcement of the most recently adopted International Fire Code. This is a Sworn position.

ENTITY - Parent organization of Fire Department whose members are full time, part time, paid or unpaid volunteers and for the purposes of this contract includes any elements from any public works department that are requested or deployed to assist with the suppression, control or extinguishment of a fire.

COUNTY FIRE INVESTIGATORS – Those officers designated as such, by the County Fire Marshal that are responsible for all duties which may be assigned by the County Fire Marshal.

CHIEF DEPUTY / DEPUTY FIRE MARSHAL – Those officers designated and commissioned by the County Fire Marshal that are responsible for all duties which may be assigned by the County Fire Marshal.

FALSE ALARM CALL - Any emergency response to a mischievous or malicious call, or false call; or fire alarm system malfunctions that require fire personnel to investigate the scene or incident to make a determination as to whether or not there is a fire. If there are two or more alarms at the same location for the same reason, and from the same source, the responding Entity shall notify the Fire Marshal by the next working date.

FIREFIGHTING – Any working Structural or Commercial Vehicle fire upon arrival, a petroleum based fire **EXCLUDING** rubbish fire(s) (trash fire), or Authorized, Unauthorized Uncontrolled/ controlled land clearing fire(s).

GOOD INTENT CALLS – Any emergency call response where fire personnel were summoned, but were not required dealing with the incident, there was no actual incident, where no actual services, investigation, or standby was rendered or needed. Response to this type of call must come through a dispatch point.

HAZARDOUS MATERIAL FIRST RESPONDER INCIDENT – any response to any incident at the first responder (awareness, and operations) level, as defined by the Environmental Protection Agency and/or the Texas Commission on Environmental Quality and includes, hazardous material Identification, low level containment / Mitigation, i.e. fuel spills, from any vehicle, including motor vehicles, trains, motorcycle or aircraft.

HAZARDOUS MATERIAL TECHNICIAN LEVEL INCIDENT– any response to any incident at the Technician level, as defined by the Environmental Protection Agency and/or the Texas Commission on Environmental Quality and includes, hazardous material Identification via Monitoring / Identification devices, and or specialized equipment for such purposes, High level containment / Mitigation, i.e. Solid, Liquid, Gas (Vapor) Chemical / Fuel spills from and structure, vehicle, and or storage type facility..

INCORPORATED AREA - any area(s) within Hidalgo County that exist at time of execution thereof, and as they may be amended by reasons of annexation and/or de-annexation of property by any respective city.

LAW ENFORCEMENT ASSISTANCE – any non-fire assistance requested by County, State, or Federal Law Enforcement Agency, and includes, but is not limited to – vehicle recovery (water), crowd control, and "standing-by" for any situation in pursuance of a law enforcement, and or Investigative mission **EXCLUDING** MVA duties (traffic Control, washdowns, patient packaging).

MASS CASUALTY INCIDENT – all emergency rescues and/or recovery of victims, eight (8) victims or more, from any major incident or accident, i.e. Haz-Mat, aircraft, any passenger transportation bus, regardless of cause, building collapse, or assembly area.

MEDICAL CALL – In an emergency situation, under exigent circumstances, where there is a delayed response by the contracted EMS provider (Greater than 20 Minutes) and the situation dictates immediate medical attention due to the delay by the EMS provider **excluding** immediate first aid to stabilize a victim at a scene, when already on scene. This section is not to be construed as a reimbursement plan for a fire-based department that operates an emergency medical service (EMS) otherwise covered by any other contracts that are already in place.

MUTUAL AID – A Primary Entity response to an emergency event where the situation is of such magnitude , either upon arrival or during the actual response, that the primary city/entity must declare a multiple alarm and request response from one or more Secondary Entity(s) and such assistance is necessary to control, extinguish, or otherwise assist with the response. This includes any element of public works that is called upon to help mitigate the emergency. The call for additional resources made by the Primary Entity from the Secondary Entity may be based on the extenuating circumstances, and may be made by the on-scene incident commander, and must go through a dispatch point with approval from the most senior officer that is on duty for the Entity. The Fire Marshal may authorize and/or request mutual aid at any time whether or not on-scene, when the request is made directly to them. Secondary entities may be reimbursed at the same rate as the primary entity upon approval of the Fire Marshal, when sufficiently documented as a "Special Situation".

NATURAL VEGETATION – The plants of an area or region, collectively – any plant life, present in or produced by nature, whether growing or not. Fuel for a wild-land or grass fire.

OPERATIONAL PERIOD – 12 hour standard as recognized by the National Incident Management system.

PETROLEUM BASED INCIDENT – any incident or fire whose main fuel source includes natural gas, liquefied gas, crude or refined oil or any other petroleum based product that may be used or processed as fuel or as a precursor for fuel. It also includes any storage container, conveyance of said

product, whether by motor vehicle, pipeline or any other type of transport medium **EXCLUDING** propane tanks used for residential or commercial service (100lbs or under).

PRIMARY ENTITY – the Entity who is a party to this contract with the County that is assigned to respond as the lead fire-based response agency to an area where the emergency occurred as per Section II, Paragraph A, of this contract. This may be based on geographical assignments or capability.

PUBLIC WORKS RESPONSE – Any incident response that requires operational support elements from what is commonly referred to as Public Works, to respond to an emergency situation, to help mitigate, control, or otherwise facilitate the overall response. This response may only be requested and authorized by the on-scene Incident Commander through the Fire Marshal.

RECOVERY CALL – Body - Any recovery of a deceased victim.

REIMBURSEMENT PLAN – method by which a Entity is reimbursed by the County for emergency services rendered in any rural area within Hidalgo County.

REGIONAL RESPONSE TEAM – response to any special situation to provide tactical rescue assistance and support for any first responder regardless of discipline. Regional Response Teams are based and maintained from the Lower Rio Grande Valley Development Council (LRGVDC) Homeland Security Association Committee (HSAC).

RESPONSE AREA – the geographical area assigned to the Entity within the rural areas of the County, wherein the respective Entity Shall be responsible for primary response to an emergency call for service.

RUBBISH – trash, garbage, brush, grass or other unwanted things, and includes any tangible item discarded, collected, or recycled arranged as to burn for cleaning / clearing as a part of a controlled situation, whether permitted or not.

RURAL AREA – any non-incorporated areas within Hidalgo County, as they exist at the time of execution thereof, and as they may be amended by reasons of annexation and/or de-annexation of

property by any respective city or any incorporated area within Hidalgo County that does not provide its own emergency services or response.

RURAL RESPONSE DISTRICT – The area designated for the respective Primary Entity for emergency response within a delineated geographical area as depicted and described in Exhibit "B", attached hereof. The rural response district may be amended from time to time pursuant to Section3.2.

SEARCH and RESCUE CALLS – all rescues of person(s) living , from water, high angle, confined space, or all rescue/extrication of person(s) from entanglement, entrapment, enclosed areas, elevators, building collapse **EXCLUDING** Recovery, and/or Vehicle Extrication.

SECONDARY CITY – the Entity who is a party to a cooperative agreement with the County and is assigned or requested to respond to assist the primary city in any type of emergency response to an area where the emergency occurred (Mutual Aid). The response may occur anywhere within the rural County and may be based on geographical assignment or capability **EXCLUDING** all aid to other Jurisdictions in their city limits.

SERVICE CALLS – any call involving unauthorized burning, smoke scare, mischievous or malicious calls, and alarm system malfunctions requiring fire personnel to deal with an incident, but where no actual services, investigation or standby was rendered or needed.

SPECIAL SITUATIONS – Any situation in which the Entity performed in a manner that is not covered in any of the above described situations, or for an extended period of time. The Fire Chief must justify the exigent circumstances for the response to the incident and reason for reimbursement request. If the response by the Entity covers two or more operational periods, this fee may charged per day, above and beyond any other fees. The Fire Chief shall seek authorization from the County Fire Marshal, or his representative, justifying the exigent circumstances for the response to the incident prior to responding to a special situation. If authorized by the County Fire Marshal and if the response by the Entity covers two or more operational periods, this fee may be charged per day, above and beyond any other fees.

STRUCTURE – any construction within reason, or any production or piece of work artificially built or composed of parts joined together in some definite manner, that is built, under construction or constructed and it includes any edifice, or building of any kind.

TRAFFIC CONTROL – Any incident response where the nature of the call is strictly for traffic control assistance.

MOTOR VEHICULAR ACCIDENT (MVA) – any motor vehicle or automobile collision regardless of amount of or type of vehicles involved, where services other than "VEHICULAR EXTRICATION" is performed.

VEHICULAR EXTRICATION – any emergency extrication of person(s) with the use of specialized hydraulic, and or manual tools from wreckage entanglement as a result of an automobile collision, regardless of motor vehicle type.

VEHICLE FIRE -A working fire – upon arrival that involves any vehicle fire. (i.e. Semi-Truck and or Trailer, Transport Vehicle, Service Vehicles, commuter bus or personal vehicle, car, truck, van).

WASH DOWN – Any hazardous based spill where there is no fire and the spill is under thirty-five (35) gallons. I.e. roadway, parking lots, etc. that requires a wash down – no vehicular accident.

WILDLAND FIRE - Any fire occurring in vegetative areas regardless of ignition sources, damages or benefits. An uncontrolled fire in grassland, brush-land, or land sown to crops. For the purposes of this contract any fire within the confines of the above definitions that requires an emergency response of an entity **excluding** prescribed type Brush land clearing operation or rubbish fire(s).

WIRELINE INCIDENTS (All TYPES) – where the response is of such nature that there is a "downed-wire" or "low-hanging wire" or energized or with or without fire- and the responding Entity must standby and await the arrival of a utility company or responding Entity must remove, and or mitigate the non-emergency situation. Any situation where there is immediate danger to the public from an electrical wire, and the situation dictate immediate traffic control, or public redirection or any situation where there is no immediate danger to the public from an electrical wire, and the situation

does not dictate immediate traffic control, or public redirection. Where the entity is not required to stand-by for the service company.

3.0 ENTITY RESPONSIBILITIES

3.1 Entity hereby agrees to provide emergency fire response based services, if resources are available, to the geographically assigned Rural Response District, within the County, as may be required by the County Fire Marshal or otherwise as delineated within this contract.

3.2 Entity hereby agrees to the designation of Primary (response) within their designated Rural Response District as depicted in the attached map, as Exhibit "C". Each Entity Rural Response District may be amended from time to time during the period of this contract by annexation or de-annexation of property by any respective city(s), or by agreement of the County Fire Marshal, and Fire Chief(s) responsible for the existing Rural Response District. The Response Districts and assigned Entity will be provided to the designated 911 Coordinator and the Sheriff's Office. A map depicting the Rural Response Districts of all participating Entity(s) shall be maintained and provided upon request by the County Fire Marshal, at their designated office.

3.3 Entity hereby agrees to seek authorization from the County Fire Marshal **PRIOR** to responding to a XXX outside of the Rural Response Districts' geographical area as delineated and depicted in Exhibit "B". Unless authorized by the County Fire Marshal, Entity and/or Rural Response District shall not be reimbursed for services rendered outside their designated geographical area.

3.4 Entity hereby agrees to provide the County Fire Marshal, with any and all records, reports, and documents, to include, but not limited to, statistics, data, calls for service records, dispatch logs, and any other records or other documents necessary to support the invoice or request for reimbursement as herein provided. In the absence of the Fire Marshal, said records, reports, and documents may be provided to the County Judge or his designee. The standard reimbursement request shall be timely submitted. Unless this subsection is fully complied with, reimbursements shall not be granted.

3.5 Entity agrees that in multi-agency response calls, the communications interoperability radio channels will be used as primary communications with the designated incident commander. The Incident Commander or assigned communications officer may designate user and sub-user groups as necessary.

3.6 Entity agrees to allow the County Fire Marshal, full access to any and all operational communications frequencies / talk groups, that the Entity operates on and authorize the County Fire Marshal to use

those frequencies/talk groups during a response to a designated emergency situation that the Entity responds to. This will include assigning user-identification numbers (if available) to any County Fire Marshal communications radio.

3.7 Entity agrees to practice NIMS/ICS during any multi-agency – multi-tiered response.

3.8 Entity agrees to provide its' own insurance for equipment, vehicles, and personnel used in performing any of the services described herein. Emergency vehicles and fire-fighting equipment must be owned and/or managed by the Entity. Entity agrees to provide proof of current and adequate vehicle, equipment and workmen's compensation insurance to the County upon submission of this contract or upon request from the County Fire Marshal.

3.9 During extended operations as designated by the Incident Commander, the Entity agrees to provide adequate hydration and sustenance for its firefighters/emergency response personnel.

3.10 Entity agrees that it will not cause, create or allow any type of "roving-patrols" or "smoke-hunting / chasing" operations by full-time employees, volunteers or paid-volunteers, in an effort to seek out emergency responses. Any simple trash burning calls will be referred to the appropriate law enforcement agency, i.e.. Fire Marshal, Constable Office or Sheriff's Office, unless the Roving preventive fire patrol activity is requested and authorized by the Fire Marshal in writing during an emergency situation, burn ban period, or fireworks ban period.

COUNTY RESPONSIBILITIES

4.1 In consideration for the Entity's Rural Emergency Services, the County will reimburse the Entity in the manner provided herein.

4.2 The County shall designate a person and office that shall be known as the County Fire Marshal and County Fire Marshal's Office, who shall have the following responsibilities;

4.2.1 **ADMINISTRATION**

a. Administration of Fire Marshal's Office

b. Cause Burn Ban Signs (during designated times) to be displayed in conspicuous locations at all major roadway entrances to the County.

c. Commercial Building Inspections

d. Fire Safety Inspections

e. Adult and Child Day Care Facility Inspections

f. Health Care Facility Inspections

g. Existing and New Construction Inspections

h. Implementation and Enforcement of the most current version of the International Fire Code.

i. Issuance and Regulation of Burn Permits in Rural County areas

j. Monitor weather conditions and cause burn bans and fireworks bans to be enacted by the Commissioners Court, as appropriate.

k. Plat/Plan Reviews and approvals

l.

4.2.2 **INVESTIGATIONS**

a. Conduct Fire Investigations

b. Assist and guide other law enforcement agencies with Fire Code violations and enforcement.

c. Provide Information and Reports

d. Provide assistance to municipal departments with Fire Investigations, upon request.

e. Issue Citations, make arrests, and file criminal cases as appropriate.

4.2.3 **FIRE PREVENTION**

a. Plan, coordinate and direct activities.

b. Conduct and participate in training with all Fire Departments.

c. Acquire and maintain equipment.

d. Conduct public education.

e. Perform fire safety presentations.

4.2.4 **ADMINISTER RURAL EMERGENCY SERVICES CONTRACT**

a. Review and process all requests for reimbursements.

b. Will confer with appropriate Fire Chief on any discrepancies on requests for reimbursement.

c. Shall determine if a Rural Response District may respond to a XXX outside of the Rural Response Districts' geographical area as delineated and depicted in Exhibit "C".

4.2.5 **RESPONSE**

a. When requested, respond to a fire scene within a reasonable time to conduct an investigation into the cause of the fire.

b. Will respond to any major incidents.

c. Will integrate into the NIMS/ICS structure as appropriate

d. Will assist the Incident Commander with any duties as assigned.

e. Will provide Law Enforcement assistance/coordination as needed

5.0 LIABILITY

5.1 Entity and County agree pursuant to Section 352.004, Texas Local Government Code that the acts of any person or persons travelling to or from or in a manner as defined in Section 3, shall be deemed as the acts of agents or employees of the County in all respects, notwithstanding such person or persons may otherwise be employees or firefighters of the Entity.

5.2 The County of Hidalgo and Entity agree that they will provide general liability insurance coverage for liabilities caused by vehicles, equipment, and personnel. Entity shall be responsible for any damage to its vehicles or equipment used in performing services under this Agreement. Each party agrees that it shall provide general liability insurance coverage for the action of their respective employees and firefighters.

5.3 Nothing herein shall be construed to prevent either party from becoming self-insured. Each Entity participating and entering into this contract must provide written proof of

insurance to the County when submitting the contract for approval. Upon request by the County or it's duly authorized representative, the Entity must provide documentation of completion of any other State or Federal fire-fighting training requirements.

5.4 If either party cannot acquire the insurance required herein, this Agreement shall be void and the parties shall negotiate their respective obligations regarding emergency services response in the rural areas of Hidalgo County at the time. If at any time during the year the respective Entity loses its insurance capacity, it must immediately report this to the Fire Marshal and cease any responses to their assigned Rural Response District.

6.0 REIMBURSEMENT PLAN

6.1 County shall reimburse Entity for services provided hereunder in a lump sum with payment to be made monthly as follows:

6.1.1 Entity shall keep true and accurate records of all rural emergency services provided hereunder and shall submit, on a monthly basis (within a reasonable time), any Rural Emergency Service Incident Reports to the County Fire Marshal, reporting is a condition precedent to receiving payments from the County. The Rural Emergency Service Incident Report form(s), and supporting documents as listed in Section 3.4 shall be required as part of the monthly report. Accident Prevention Plan documentation is required from any Entity that utilized the County Worker's Compensation Policy, as described in Section 5.3.

6.1.2 County shall communicate and provide a written itemized list of emergency services not approved for reimbursement or any change in the reimbursement rate / category to the Entity with an explanation for the disapproval or change to the Fire Chief of entity for his approval or challenge within fourteen (14) working days of receipt of invoices from Entity.

6.1.3. County Fire Marshal shall accumulate records of all rural emergency service responses provided by all Entity(s) within Hidalgo County and shall calculate the amount due each Entity.

a. Any and all disputes of Entity reports shall be addressed directly to the Fire Marshal and/or the Entity in writing.

b. If a resolution of dispute for emergency response services cannot be reached, the reporting Entity may appeal to the Hidalgo County Commissioner's Court.

6.1.4. For all rural emergency calls serviced by the Entity within its emergency response district, Entity shall receive a monthly lump-sum payment for all authorized services, corresponding to that year, in accordance with the following payment schedule and categories;

(6.1.4.I.)	**CATEGORY I (CI)**	**Flat rate of $1,100.00 per incident.**
(6.1.4.II.)	**CATEGORY II (CII)**	**Flat Rate of $ 550.00 per incident**
(6.1.4.III.)	**CATEGORY III (CIII)**	**Flat Rate of $ 250.00 per incident.**

6.1.4.I. CATEGORY I. A rate of $ 1,100.00 per incident, as set forth, shall apply, during the terms of this Contract for:

.1 **FIREFIGHTING STRUCTURAL / COMMERCIAL VEHICLE** (as primary department)

.2 **HAZARDOUS MATERIALS (TECHNICIAN LEVEL)**

.3 **MASS CASUALTY**

.4 **RESCUE CALLS**

.5 **VEHICULAR EXTRICATION**

.6 **PUBLIC WORKS RESPONSE**

.7 **REGIONAL MEDICAL RESPONSE TEAM**

.8 **SECONDARY CITY/ENTITY** (in place of primary department.)

.9 **SPECIAL SITUATIONS**

.10 **GRASS / BRUSH WILDLAND FIRE**

.11 **REGIONAL RESPONSE TEAM**

6.1.4.II. CATEGORY II. A rate of $ 550.00 per incident, as set forth, shall apply, during the terms of this Contract for:

.1 **MEDICAL CALL**

.2 **MUTUAL AID**

.3 **MOTOR VEHICLE ACCIDENT (PATIENT PACKAGING, SECURE VEHICLE)**

.4 **LAW ENFORCEMENT ASSISTANCE**

.5 **RECOVERY CALL – BODY**

.6 **TRAFFIC CONTROL**

.7 **WASH DOWN**

.8 **BEE ATTACK**

.9 **PETROLEUM BASED INCIDENT STANDBY**

.10 **WIRELINE INCIDENTS (ALL TYPES)**

6.1.4. III CATEGORY III. A Rate of $ 250.00 per incident, as set forth, shall apply, during the terms of this Contract for:

.1 **LANDING ZONE**

.2 **HAZARDOUS MATERIALS (AWARENESS/OPERATIONS LEVEL)**

.3 **FALSE ALARM CALL**

.4 **GOOD INTENT CALLS**

.5 **SERVICE CALLS**

.6 **RUBBISH FIRE(S)(AUTHORIZED/UNAUTHORIZED CONTROLLED FIRE, PRESCRIBED BURN)**

.7 **PALM TREE FIRE (NON-MOVING VEGITATION)**

7.0. ASSIGNMENT

In the event a Rural Fire District(s) is created for the rural, non-incorporated areas of Hidalgo County, this contract may be assigned by County to such District, and Entity shall look solely to the District(s) to perform and assume all Obligations and Responsibilities of County.

8.0. AUDIT

Any and all requests from Entity for reimbursement from County or any past reimbursements made under this contract or its predecessors shall be subject to audit by the County Auditor's Office, and/or the Fire Marshal. Should an audit procedure be invoked, Entity agrees to provide any and all records, photographs, videos, or other documents, pertaining to any request or claim for reimbursement made or paid hereunder that are requested by the Auditor or Fire Marshal. Should the County Auditor determine that any payments made were not properly claimed under the terms of this contract, Entity agrees to remit the amount of payments so found by the County Auditor to the County within ten (10) working days, following the date of receipt of Entity of County Auditors written determination of same.

9.0. MISCELLANEOUS

9.1 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 the 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.

9.2 NO WAIVER. No waiver by any party hereto of any breach of any provision of this Agreement shall be deemed to be a waiver of any preceding or succeeding breach of the same or any other provision hereof.**9.3 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 indirectly 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. This Agreement supersedes any and all agreements by and between the parties hereto. All previous agreements concerning the subject matter hereof between the parties are terminated as of the date of this Agreement.

9.4 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.

9.5 NOTICE. Except as may be otherwise specifically provided in this Agreement, all notices, demands, request for 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 pre-paid and addressed to the parties at the addresses set forth below, or at such other addresses as may have been therefore specified by written notice delivered in accordance herewith:

If to Entity _____

_____

_____, Texas _____

If to County: County of Hidalgo
Ramon Garcia, County Judge
100 E. Cano St. 2nd Floor, Edinburg, Texas 78539 or
P.O. Box 1356, Edinburg, Texas 78540

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 of 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.

9.6 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.

9.7 SUCCESSORS. This agreement shall be binding upon and insure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors, and assigns where permitted by this Agreement.

9.8 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.

9.9 GENDER and NUMBER. All pronouns used in this Agreement shall include the other gender, whether used in the masculine, feminine, or neutral gender, and the singular shall include the plural whenever and as often as may be appropriate.

9.10 AUTHORITY TO EXECUTE. The execution and performance of this Agreement by each of the parties hereto has been duly authorized by all necessary laws, resolutions, ordinances, or governing body action, and the Agreement constitutes, the valid and enforceable obligations of the parties hereto in accordance with its terms.

9.11 PERFORMANCE of GOVERNMENT FUNCTIONS. Each party hereto is entering into this Agreement for the purpose of providing for governmental services or functions, and will pay for such services out of current revenues available to the paying party as herein provided.

9.12 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.

9.13 COMMITMENT of CURRENT REVENUES. In the event that, during any term hereof, the Commissioners Court does not appropriate sufficient funds to meet the obligations of County under this Agreement, County may terminate this Agreement upon ninety (90) days written notice to Company. County agrees, however, to use reasonable efforts to secure funds necessary for the continued performance of this Agreement. The parties intend this provision to be a continuing right to terminate this Agreement at the expiration of each budget period of County pursuant to the provisions of Tex. Loc. Govt. Code Ann. ' 271.903 (Vernon Supp. 1996).

9.14 MUTUAL INDEMNIFICATION. Without waiving its sovereign immunity, and to the extent provided by law, each party shall indemnify and hold harmless each other, its officers, officials, and employees from and against all claims and liabilities of any nature or kind, including costs and expenses for or on account of any claims, damages, losses, or expenses of any character whatsoever resulting in whole or in part from the negligent performance or omission of either party's employees or representatives connected with the activities described herein.

WITNESS THE HANDS OF THE PARTIES

(In duplicate originals effective on the day both parties' signatures are executed.

CITY OF ALTON

_____ _____

By: **Date**

ATTEST:

_____

City Secretary

COUNTY OF HIDALGO

_____ _____

Ramon Garcia, County Judge **Date**

ATTEST:

_____

Arturo Guajardo, Jr., County Clerk

Approved as to Form:

Office of Criminal District Attorney's Office
Ricardo Rodriguez, Jr.

By: _____
Victor M. Garza, Assistant District Attorney

EXHIBIT "A"

Rural Emergency Service Incident Report

(FORM MUST BE COMPLETED IN INK OR TYPED ON ALL INCIDENTS FOR REIMBURSEMENT) (Exhibit A)

DEPARTMENT: _____ COUNTY INCIDENT: _____

DATE :_____ ALARM TIME :_____ ARRIVAL TIME: _____ DEPART TIME: _____

SITUATION REPORTED:_____ SITUATION FOUND:_____

MUTUAL AID: _____ GIVEN: _____ RECEIVED: _____ DEPARTMENT: _____

_____ NON-APPLICABLE DEPARTMENT: _____

CALLER NAME: _____ REQUESTING PERSON: _____

CALLER NAME: _____

CALLER ADDRESS: _____ OTHER: _____ PHONE: _____

CALLER PHONE: _____ WALK-IN: _____

INCIDENT LOCATION: _____

OCCUPANT NAME: _____ OWNER NAME: _____

OWNER ADDRESS: _____

OWNER PHONE #: _____ OCCUPANT PHONE #: _____

INCIDENT CAUSE: _____

TYPE OF ACTION TAKEN: _____

UNITS RESPONDING: _____ UNITS COMMITTED: _____

OF PERSONNEL:_____ MILEAGE (ROUND TRIP):_____ ADVISED COUNTY FIRE MARSHAL: YES _____ NO: _____

COMMENTS:

_____

_____

_____

INCIDENT COMMANDER: _____ REPORT PREPARED BY: _____

ESTIMATED $ LOSS: _____ ATTEST: _____
FIRE CHIEF

REIMBURSEMENT REQUESTED: _____$250.00 _____$550.00 _____$1,100.00

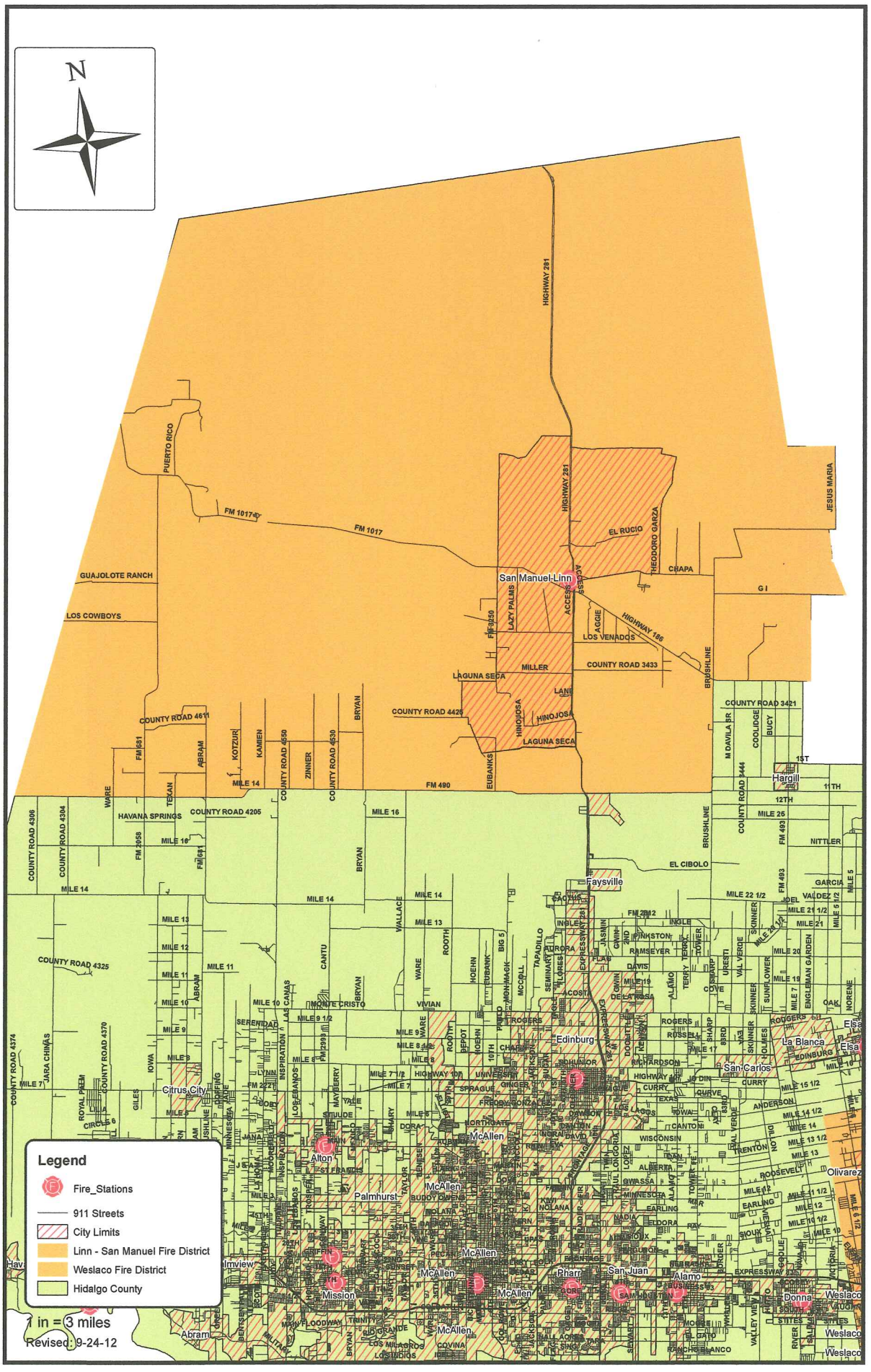
HCFMO Approval Amount: _____$250.00 _____$550.00 _____$1,100.00

EXHIBIT "B"

PAY OUT PLAN:			
	2016	2017	2018
CATEGORY I	$ 1,100	$ 1,250	$ 1,375
CATEGORY II	$ 550	$ 600	$ 665
CATEGORY II	$ 250	$ 275	$ 300

EXHIBIT "C"

Linn San Manuel Fire District



Interlocal Cooperation Agreement between City of Monte Alto and Hidalgo County, Texas.

STATE OF TEXAS

COUNTY OF HIDALGO

THIS Interlocal Cooperation Agreement is made on the **1** day of **December,** by and between the COUNTY OF HIDALGO, TEXAS, hereafter called County, and the City of **Monte Alto,** TEXAS, a municipal corporation/non-incorporated area hereinafter called CITY/ENTITY, is made under the authority of Chapter 791.001, Texas Government Code to be effective on the **1** day of **January, 2016**.

Entity and County are authorized to enter into this Agreement pursuant to the Interlocal Cooperation Act, Texas Government Code 791.001 et seq., which authorizes local governments to contract with each other to perform Governmental functions under the terms of the Act.

1.0 TERMS

1.1 This contract shall be for a period commencing on **January 1, 2016**, and shall terminate on **January 1, 2019**.

1.2 After **January 1, 2019**, this Contract, unless terminated as provided elsewhere shall be renewed on a month-to-month basis, under the same fee(s), rate(s), term and conditions of this agreement, until re-negotiated by mutual consent of both parties.

1.3 Either party has the option to terminate this Contract without cause by written notification, to the other on sixty (60) day notice.

1.4 The Rural Emergency Service Incident Report (Exhibit "A") form must be utilized as part of the monthly report submitted to the County Fire Marshal or his designee.

1.5 Any modifications to invoices shall be approved by both parties. Denial of any reimbursement shall be made within fourteen (14) working days after receipt of such invoice by the County Fire Marshal. Invoices which are approved shall be paid no later than thirty (30) days upon receipt of invoice by County.

1.6 Commencing on the **1** day of **January** 2016 and on each anniversary of that date thereafter, the parties hereinafter agree to an annual increase as identified in (Exhibit "B").

2.0 DEFINITIONS

BEE ATTACK – Any response to a situation where there is an on-going attack on person(s), domestic animal(s), and/or livestock, or a recent attack that requires first responder entrance into the immediate scene to rescue any person(s.) **EXCLUDING** situations of bee removal of hazards where no attack is in progress, or sustained at the time of response.

CATEGORY – All responses shall be categorized in a category that will be enumerated as I, II, III. Categories are designed to simplify reporting, queries and reimbursement requests.

COUNTY FIRE MARSHAL – the person appointed by the Commissioners Court in accordance with LGC 352 who is responsible for the administration of fire investigations, fire safety inspections, and fire prevention activities, administration of the Rural Emergency Services Contract and enforcement of the most recently adopted International Fire Code. This is a Sworn position.

ENTITY - Parent organization of Fire Department whose members are full time, part time, paid or unpaid volunteers and for the purposes of this contract includes any elements from any public works department that are requested or deployed to assist with the suppression, control or extinguishment of a fire.

COUNTY FIRE INVESTIGATORS – Those officers designated as such, by the County Fire Marshal that are responsible for all duties which may be assigned by the County Fire Marshal.

CHIEF DEPUTY / DEPUTY FIRE MARSHAL – Those officers designated and commissioned by the County Fire Marshal that are responsible for all duties which may be assigned by the County Fire Marshal.

FALSE ALARM CALL - Any emergency response to a mischievous or malicious call, or false call; or fire alarm system malfunctions that require fire personnel to investigate the scene or incident to make a determination as to whether or not there is a fire. If there are two or more alarms at the same location for the same reason, and from the same source, the responding Entity shall notify the Fire Marshal by the next working date.

FIREFIGHTING – Any working Structural or Commercial Vehicle fire upon arrival, a petroleum based fire **EXCLUDING** rubbish fire(s) (trash fire), or Authorized, Unauthorized Uncontrolled/ controlled land clearing fire(s).

GOOD INTENT CALLS – Any emergency call response where fire personnel were summoned, but were not required dealing with the incident, there was no actual incident, where no actual services, investigation, or standby was rendered or needed. Response to this type of call must come through a dispatch point.

HAZARDOUS MATERIAL FIRST RESPONDER INCIDENT – any response to any incident at the first responder (awareness, and operations) level, as defined by the Environmental Protection Agency and/or the Texas Commission on Environmental Quality and includes, hazardous material Identification, low level containment / Mitigation, i.e. fuel spills, from any vehicle, including motor vehicles, trains, motorcycle or aircraft.

HAZARDOUS MATERIAL TECHNICIAN LEVEL INCIDENT– any response to any incident at the Technician level, as defined by the Environmental Protection Agency and/or the Texas Commission on Environmental Quality and includes, hazardous material Identification via Monitoring / Identification devices, and or specialized equipment for such purposes, High level containment / Mitigation, i.e. Solid, Liquid, Gas (Vapor) Chemical / Fuel spills from and structure, vehicle, and or storage type facility..

INCORPORATED AREA - any area(s) within Hidalgo County that exist at time of execution thereof, and as they may be amended by reasons of annexation and/or de-annexation of property by any respective city.

LAW ENFORCEMENT ASSISTANCE – any non-fire assistance requested by County, State, or Federal Law Enforcement Agency, and includes, but is not limited to – vehicle recovery (water), crowd control, and "standing-by" for any situation in pursuance of a law enforcement, and or Investigative mission **EXCLUDING** MVA duties (traffic Control, washdowns, patient packaging).

MASS CASUALTY INCIDENT – all emergency rescues and/or recovery of victims, eight (8) victims or more, from any major incident or accident, i.e. Haz-Mat, aircraft, any passenger transportation bus, regardless of cause, building collapse, or assembly area.

MEDICAL CALL – In an emergency situation, under exigent circumstances, where there is a delayed response by the contracted EMS provider (Greater than 20 Minutes) and the situation dictates immediate medical attention due to the delay by the EMS provider **excluding** immediate first aid to stabilize a victim at a scene, when already on scene. This section is not to be construed as a reimbursement plan for a fire-based department that operates an emergency medical service (EMS) otherwise covered by any other contracts that are already in place.

MUTUAL AID – A Primary Entity response to an emergency event where the situation is of such magnitude , either upon arrival or during the actual response, that the primary city/entity must declare a multiple alarm and request response from one or more Secondary Entity(s) and such assistance is necessary to control, extinguish, or otherwise assist with the response. This includes any element of public works that is called upon to help mitigate the emergency. The call for additional resources made by the Primary Entity from the Secondary Entity may be based on the extenuating circumstances, and may be made by the on-scene incident commander, and must go through a dispatch point with approval from the most senior officer that is on duty for the Entity. The Fire Marshal may authorize and/or request mutual aid at any time whether or not on-scene, when the request is made directly to them. Secondary entities may be reimbursed at the same rate as the primary entity upon approval of the Fire Marshal, when sufficiently documented as a "Special Situation".

NATURAL VEGETATION – The plants of an area or region, collectively – any plant life, present in or produced by nature, whether growing or not. Fuel for a wild-land or grass fire.

OPERATIONAL PERIOD – 12 hour standard as recognized by the National Incident Management system.

PETROLEUM BASED INCIDENT – any incident or fire whose main fuel source includes natural gas, liquefied gas, crude or refined oil or any other petroleum based product that may be used or processed as fuel or as a precursor for fuel. It also includes any storage container, conveyance of said

product, whether by motor vehicle, pipeline or any other type of transport medium **EXCLUDING** propane tanks used for residential or commercial service (100lbs or under).

PRIMARY ENTITY – the Entity who is a party to this contract with the County that is assigned to respond as the lead fire-based response agency to an area where the emergency occurred as per Section II, Paragraph A, of this contract. This may be based on geographical assignments or capability.

PUBLIC WORKS RESPONSE – Any incident response that requires operational support elements from what is commonly referred to as Public Works, to respond to an emergency situation, to help mitigate, control, or otherwise facilitate the overall response. This response may only be requested and authorized by the on-scene Incident Commander through the Fire Marshal.

RECOVERY CALL – Body - Any recovery of a deceased victim.

REIMBURSEMENT PLAN – method by which a Entity is reimbursed by the County for emergency services rendered in any rural area within Hidalgo County.

REGIONAL RESPONSE TEAM – response to any special situation to provide tactical rescue assistance and support for any first responder regardless of discipline. Regional Response Teams are based and maintained from the Lower Rio Grande Valley Development Council (LRGVDC) Homeland Security Association Committee (HSAC).

RESPONSE AREA – the geographical area assigned to the Entity within the rural areas of the County, wherein the respective Entity Shall be responsible for primary response to an emergency call for service.

RUBBISH – trash, garbage, brush, grass or other unwanted things, and includes any tangible item discarded, collected, or recycled arranged as to burn for cleaning / clearing as a part of a controlled situation, whether permitted or not.

RURAL AREA – any non-incorporated areas within Hidalgo County, as they exist at the time of execution thereof, and as they may be amended by reasons of annexation and/or de-annexation of

property by any respective city or any incorporated area within Hidalgo County that does not provide its own emergency services or response.

RURAL RESPONSE DISTRICT – The area designated for the respective Primary Entity for emergency response within a delineated geographical area as depicted and described in Exhibit "B", attached hereof. The rural response district may be amended from time to time pursuant to Section3.2.

SEARCH and RESCUE CALLS – all rescues of person(s) living , from water, high angle, confined space, or all rescue/extrication of person(s) from entanglement, entrapment, enclosed areas, elevators, building collapse **EXCLUDING** Recovery, and/or Vehicle Extrication.

SECONDARY CITY – the Entity who is a party to a cooperative agreement with the County and is assigned or requested to respond to assist the primary city in any type of emergency response to an area where the emergency occurred (Mutual Aid). The response may occur anywhere within the rural County and may be based on geographical assignment or capability **EXCLUDING** all aid to other Jurisdictions in their city limits.

SERVICE CALLS – any call involving unauthorized burning, smoke scare, mischievous or malicious calls, and alarm system malfunctions requiring fire personnel to deal with an incident, but where no actual services, investigation or standby was rendered or needed.

SPECIAL SITUATIONS – Any situation in which the Entity performed in a manner that is not covered in any of the above described situations, or for an extended period of time. The Fire Chief must justify the exigent circumstances for the response to the incident and reason for reimbursement request. If the response by the Entity covers two or more operational periods, this fee may charged per day, above and beyond any other fees. The Fire Chief shall seek authorization from the County Fire Marshal, or his representative, justifying the exigent circumstances for the response to the incident prior to responding to a special situation. If authorized by the County Fire Marshal and if the response by the Entity covers two or more operational periods, this fee may be charged per day, above and beyond any other fees.

STRUCTURE – any construction within reason, or any production or piece of work artificially built or composed of parts joined together in some definite manner, that is built, under construction or constructed and it includes any edifice, or building of any kind.

TRAFFIC CONTROL – Any incident response where the nature of the call is strictly for traffic control assistance.

MOTOR VEHICULAR ACCIDENT (MVA) – any motor vehicle or automobile collision regardless of amount of or type of vehicles involved, where services other than "VEHICULAR EXTRICATION" is performed.

VEHICULAR EXTRICATION – any emergency extrication of person(s) with the use of specialized hydraulic, and or manual tools from wreckage entanglement as a result of an automobile collision, regardless of motor vehicle type.

VEHICLE FIRE -A working fire – upon arrival that involves any vehicle fire. (i.e. Semi-Truck and or Trailer, Transport Vehicle, Service Vehicles, commuter bus or personal vehicle, car, truck, van).

WASH DOWN – Any hazardous based spill where there is no fire and the spill is under thirty-five (35) gallons. I.e. roadway, parking lots, etc. that requires a wash down – no vehicular accident.

WILDLAND FIRE - Any fire occurring in vegetative areas regardless of ignition sources, damages or benefits. An uncontrolled fire in grassland, brush-land, or land sown to crops. For the purposes of this contract any fire within the confines of the above definitions that requires an emergency response of an entity **excluding** prescribed type Brush land clearing operation or rubbish fire(s).

WIRELINE INCIDENTS (All TYPES) – where the response is of such nature that there is a "downed-wire" or "low-hanging wire" or energized or with or without fire- and the responding Entity must standby and await the arrival of a utility company or responding Entity must remove, and or mitigate the non-emergency situation. Any situation where there is immediate danger to the public from an electrical wire, and the situation dictate immediate traffic control, or public redirection or any situation where there is no immediate danger to the public from an electrical wire, and the situation

does not dictate immediate traffic control, or public redirection. Where the entity is not required to stand-by for the service company.

3.0 ENTITY RESPONSIBILITIES

3.1 Entity hereby agrees to provide emergency fire response based services, if resources are available, to the geographically assigned Rural Response District, within the County, as may be required by the County Fire Marshal or otherwise as delineated within this contract.

3.2 Entity hereby agrees to the designation of Primary (response) within their designated Rural Response District as depicted in the attached map, as Exhibit "C". Each Entity Rural Response District may be amended from time to time during the period of this contract by annexation or de-annexation of property by any respective city(s), or by agreement of the County Fire Marshal, and Fire Chief(s) responsible for the existing Rural Response District. The Response Districts and assigned Entity will be provided to the designated 911 Coordinator and the Sheriff's Office. A map depicting the Rural Response Districts of all participating Entity(s) shall be maintained and provided upon request by the County Fire Marshal, at their designated office.

3.3 Entity hereby agrees to seek authorization from the County Fire Marshal **PRIOR** to responding to a XXX outside of the Rural Response Districts' geographical area as delineated and depicted in Exhibit "B". Unless authorized by the County Fire Marshal, Entity and/or Rural Response District shall not be reimbursed for services rendered outside their designated geographical area.

3.4 Entity hereby agrees to provide the County Fire Marshal, with any and all records, reports, and documents, to include, but not limited to, statistics, data, calls for service records, dispatch logs, and any other records or other documents necessary to support the invoice or request for reimbursement as herein provided. In the absence of the Fire Marshal, said records, reports, and documents may be provided to the County Judge or his designee. The standard reimbursement request shall be timely submitted. Unless this subsection is fully complied with, reimbursements shall not be granted.

3.5 Entity agrees that in multi-agency response calls, the communications interoperability radio channels will be used as primary communications with the designated incident commander. The Incident Commander or assigned communications officer may designate user and sub-user groups as necessary.

3.6 Entity agrees to allow the County Fire Marshal, full access to any and all operational communications frequencies / talk groups, that the Entity operates on and authorize the County Fire Marshal to use

those frequencies/talk groups during a response to a designated emergency situation that the Entity responds to. This will include assigning user-identification numbers (if available) to any County Fire Marshal communications radio.

3.7 Entity agrees to practice NIMS/ICS during any multi-agency – multi-tiered response.

3.8 Entity agrees to provide its' own insurance for equipment, vehicles, and personnel used in performing any of the services described herein. Emergency vehicles and fire-fighting equipment must be owned and/or managed by the Entity. Entity agrees to provide proof of current and adequate vehicle, equipment and workmen's compensation insurance to the County upon submission of this contract or upon request from the County Fire Marshal.

3.9 During extended operations as designated by the Incident Commander, the Entity agrees to provide adequate hydration and sustenance for its firefighters/emergency response personnel.

3.10 Entity agrees that it will not cause, create or allow any type of "roving-patrols" or "smoke-hunting / chasing" operations by full-time employees, volunteers or paid-volunteers, in an effort to seek out emergency responses. Any simple trash burning calls will be referred to the appropriate law enforcement agency, i.e.. Fire Marshal, Constable Office or Sheriff's Office, unless the Roving preventive fire patrol activity is requested and authorized by the Fire Marshal in writing during an emergency situation, burn ban period, or fireworks ban period.

COUNTY RESPONSIBILITIES

4.1 In consideration for the Entity's Rural Emergency Services, the County will reimburse the Entity in the manner provided herein.

4.2 The County shall designate a person and office that shall be known as the County Fire Marshal and County Fire Marshal's Office, who shall have the following responsibilities;

4.2.1 **ADMINISTRATION**

a. Administration of Fire Marshal's Office

b. Cause Burn Ban Signs (during designated times) to be displayed in conspicuous locations at all major roadway entrances to the County.

c. Commercial Building Inspections

d. Fire Safety Inspections

e. Adult and Child Day Care Facility Inspections

f. Health Care Facility Inspections

g. Existing and New Construction Inspections

h. Implementation and Enforcement of the most current version of the International Fire Code.

i. Issuance and Regulation of Burn Permits in Rural County areas

j. Monitor weather conditions and cause burn bans and fireworks bans to be enacted by the Commissioners Court, as appropriate.

k. Plat/Plan Reviews and approvals

l.

4.2.2 **INVESTIGATIONS**

a. Conduct Fire Investigations

b. Assist and guide other law enforcement agencies with Fire Code violations and enforcement.

c. Provide Information and Reports

d. Provide assistance to municipal departments with Fire Investigations, upon request.

e. Issue Citations, make arrests, and file criminal cases as appropriate.

4.2.3 **FIRE PREVENTION**

a. Plan, coordinate and direct activities.

b. Conduct and participate in training with all Fire Departments.

c. Acquire and maintain equipment.

d. Conduct public education.

e. Perform fire safety presentations.

4.2.4 **ADMINISTER RURAL EMERGENCY SERVICES CONTRACT**

a. Review and process all requests for reimbursements.

b. Will confer with appropriate Fire Chief on any discrepancies on requests for reimbursement.

c. Shall determine if a Rural Response District may respond to a XXX outside of the Rural Response Districts' geographical area as delineated and depicted in Exhibit "C".

4.2.5 **RESPONSE**

a. When requested, respond to a fire scene within a reasonable time to conduct an investigation into the cause of the fire.

b. Will respond to any major incidents.

c. Will integrate into the NIMS/ICS structure as appropriate

d. Will assist the Incident Commander with any duties as assigned.

e. Will provide Law Enforcement assistance/coordination as needed

5.0 LIABILITY

5.1 Entity and County agree pursuant to Section 352.004, Texas Local Government Code that the acts of any person or persons travelling to or from or in a manner as defined in Section 3, shall be deemed as the acts of agents or employees of the County in all respects, notwithstanding such person or persons may otherwise be employees or firefighters of the Entity.

5.2 The County of Hidalgo and Entity agree that they will provide general liability insurance coverage for liabilities caused by vehicles, equipment, and personnel. Entity shall be responsible for any damage to its vehicles or equipment used in performing services under this Agreement. Each party agrees that it shall provide general liability insurance coverage for the action of their respective employees and firefighters.

5.3 Nothing herein shall be construed to prevent either party from becoming self-insured. Each Entity participating and entering into this contract must provide written proof of

insurance to the County when submitting the contract for approval. Upon request by the County or it's duly authorized representative, the Entity must provide documentation of completion of any other State or Federal fire-fighting training requirements.

5.4 If either party cannot acquire the insurance required herein, this Agreement shall be void and the parties shall negotiate their respective obligations regarding emergency services response in the rural areas of Hidalgo County at the time. If at any time during the year the respective Entity loses its insurance capacity, it must immediately report this to the Fire Marshal and cease any responses to their assigned Rural Response District.

6.0 REIMBURSEMENT PLAN

6.1 County shall reimburse Entity for services provided hereunder in a lump sum with payment to be made monthly as follows:

6.1.1 Entity shall keep true and accurate records of all rural emergency services provided hereunder and shall submit, on a monthly basis (within a reasonable time), any Rural Emergency Service Incident Reports to the County Fire Marshal, reporting is a condition precedent to receiving payments from the County. The Rural Emergency Service Incident Report form(s), and supporting documents as listed in Section 3.4 shall be required as part of the monthly report. Accident Prevention Plan documentation is required from any Entity that utilized the County Worker's Compensation Policy, as described in Section 5.3.

6.1.2 County shall communicate and provide a written itemized list of emergency services not approved for reimbursement or any change in the reimbursement rate / category to the Entity with an explanation for the disapproval or change to the Fire Chief of entity for his approval or challenge within fourteen (14) working days of receipt of invoices from Entity.

6.1.3. County Fire Marshal shall accumulate records of all rural emergency service responses provided by all Entity(s) within Hidalgo County and shall calculate the amount due each Entity.

a. Any and all disputes of Entity reports shall be addressed directly to the Fire Marshal and/or the Entity in writing.

b. If a resolution of dispute for emergency response services cannot be reached, the reporting Entity may appeal to the Hidalgo County Commissioner's Court.

6.1.4. For all rural emergency calls serviced by the Entity within its emergency response district, Entity shall receive a monthly lump-sum payment for all authorized services, corresponding to that year, in accordance with the following payment schedule and categories;

(6.1.4.I.)	**CATEGORY I**	**(CI)**	**Flat rate of $1,100.00 per incident.**
(6.1.4.II.)	**CATEGORY II**	**(CII)**	**Flat Rate of $ 550.00 per incident**
(6.1.4.III.)	**CATEGORY III**	**(CIII)**	**Flat Rate of $ 250.00 per incident.**

6.1.4.I. CATEGORY I. **A rate of $ 1,100.00 per incident**, as set forth, shall apply, during the terms of this Contract for:

.1 **FIREFIGHTING STRUCTURAL / COMMERCIAL VEHICLE** (as primary department)

.2 **HAZARDOUS MATERIALS (TECHNICIAN LEVEL)**

.3 **MASS CASUALTY**

.4 **RESCUE CALLS**

.5 **VEHICULAR EXTRICATION**

.6 **PUBLIC WORKS RESPONSE**

.7 **REGIONAL MEDICAL RESPONSE TEAM**

.8 **SECONDARY CITY/ENTITY** (in place of primary department.)

.9 **SPECIAL SITUATIONS**

.10 **GRASS / BRUSH WILDLAND FIRE**

.11 **REGIONAL RESPONSE TEAM**

6.1.4.II. CATEGORY II. **A rate of $ 550.00 per incident**, as set forth, shall apply, during the terms of this Contract for:

.1 **MEDICAL CALL**

.2 **MUTUAL AID**

.3 **MOTOR VEHICLE ACCIDENT (PATIENT PACKAGING, SECURE VEHICLE)**

.4 **LAW ENFORCEMENT ASSISTANCE**

.5 **RECOVERY CALL – BODY**

.6 **TRAFFIC CONTROL**

.7 **WASH DOWN**

.8 **BEE ATTACK**

.9 **PETROLEUM BASED INCIDENT STANDBY**

.10 **WIRELINE INCIDENTS (ALL TYPES)**

6.1.4. III CATEGORY III. A Rate of $ 250.00 per incident, as set forth, shall apply, during the terms of this Contract for:

.1 **LANDING ZONE**

.2 **HAZARDOUS MATERIALS (AWARENESS/OPERATIONS LEVEL)**

.3 **FALSE ALARM CALL**

.4 **GOOD INTENT CALLS**

.5 **SERVICE CALLS**

.6 **RUBBISH FIRE(S)(AUTHORIZED/UNAUTHORIZED CONTROLLED FIRE, PRESCRIBED BURN)**

.7 **PALM TREE FIRE (NON-MOVING VEGITATION)**

7.0. ASSIGNMENT

In the event a Rural Fire District(s) is created for the rural, non-incorporated areas of Hidalgo County, this contract may be assigned by County to such District, and Entity shall look solely to the District(s) to perform and assume all Obligations and Responsibilities of County.

8.0. AUDIT

Any and all requests from Entity for reimbursement from County or any past reimbursements made under this contract or its predecessors shall be subject to audit by the County Auditor's Office, and/or the Fire Marshal. Should an audit procedure be invoked, Entity agrees to provide any and all records, photographs, videos, or other documents, pertaining to any request or claim for reimbursement made or paid hereunder that are requested by the Auditor or Fire Marshal. Should the County Auditor determine that any payments made were not properly claimed under the terms of this contract, Entity agrees to remit the amount of payments so found by the County Auditor to the County within ten (10) working days, following the date of receipt of Entity of County Auditors written determination of same.

9.0. MISCELLANEOUS

9.1 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 the 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.

9.2 NO WAIVER. No waiver by any party hereto of any breach of any provision of this Agreement shall be deemed to be a waiver of any preceding or succeeding breach of the same or any other provision hereof.**9.3 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 indirectly 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. This Agreement supersedes any and all agreements by and between the parties hereto. All previous agreements concerning the subject matter hereof between the parties are terminated as of the date of this Agreement.

9.4 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.

9.5 NOTICE. Except as may be otherwise specifically provided in this Agreement, all notices, demands, request for 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 pre-paid and addressed to the parties at the addresses set forth below, or at such other addresses as may have been therefore specified by written notice delivered in accordance herewith:

If to Entity _____

_____

_____, Texas _____

If to County: County of Hidalgo
Ramon Garcia, County Judge
100 E. Cano St. 2nd Floor, Edinburg, Texas 78539 or
P.O. Box 1356, Edinburg, Texas 78540

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 of 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.

9.6 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.

9.7 SUCCESSORS. This agreement shall be binding upon and insure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors, and assigns where permitted by this Agreement.

9.8 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.

9.9 GENDER and NUMBER. All pronouns used in this Agreement shall include the other gender, whether used in the masculine, feminine, or neutral gender, and the singular shall include the plural whenever and as often as may be appropriate.

9.10 AUTHORITY TO EXECUTE. The execution and performance of this Agreement by each of the parties hereto has been duly authorized by all necessary laws, resolutions, ordinances, or governing body action, and the Agreement constitutes, the valid and enforceable obligations of the parties hereto in accordance with its terms.

9.11 PERFORMANCE of GOVERNMENT FUNCTIONS. Each party hereto is entering into this Agreement for the purpose of providing for governmental services or functions, and will pay for such services out of current revenues available to the paying party as herein provided.

9.12 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.

9.13 COMMITMENT of CURRENT REVENUES. In the event that, during any term hereof, the Commissioners Court does not appropriate sufficient funds to meet the obligations of County under this Agreement, County may terminate this Agreement upon ninety (90) days written notice to Company. County agrees, however, to use reasonable efforts to secure funds necessary for the continued performance of this Agreement. The parties intend this provision to be a continuing right to terminate this Agreement at the expiration of each budget period of County pursuant to the provisions of Tex. Loc. Govt. Code Ann. ' 271.903 (Vernon Supp. 1996).

9.14 MUTUAL INDEMNIFICATION. Without waiving its sovereign immunity, and to the extent provided by law, each party shall indemnify and hold harmless each other, its officers, officials, and employees from and against all claims and liabilities of any nature or kind, including costs and expenses for or on account of any claims, damages, losses, or expenses of any character whatsoever resulting in whole or in part from the negligent performance or omission of either party's employees or representatives connected with the activities described herein.

WITNESS THE HANDS OF THE PARTIES

(In duplicate originals effective on the day both parties' signatures are executed.

CITY OF ALTON

_____ _____

By: **Date**

ATTEST:

_____

City Secretary

COUNTY OF HIDALGO

_____ _____

Ramon Garcia, County Judge **Date**

ATTEST:

_____

Arturo Guajardo, Jr., County Clerk

Approved as to Form:

Office of Criminal District Attorney's Office
Ricardo Rodriguez, Jr.

By: _____
Victor M. Garza, Assistant District Attorney

EXHIBIT "A"

Rural Emergency Service Incident Report

(FORM MUST BE COMPLETED IN INK OR TYPED ON ALL INCIDENTS FOR REIMBURSEMENT) (Exhibit A)

DEPARTMENT: _____ COUNTY INCIDENT: _____

DATE :_____ ALARM TIME :_____ ARRIVAL TIME: _____ DEPART TIME: _____

SITUATION REPORTED:_____ SITUATION FOUND:_____

MUTUAL AID: _____ GIVEN: _____ RECEIVED: _____ DEPARTMENT: _____

_____ NON-APPLICABLE DEPARTMENT: _____

CALLER NAME: _____ REQUESTING PERSON: _____

CALLER NAME: _____

CALLER ADDRESS: _____ OTHER: _____ PHONE: _____

CALLER PHONE: _____ WALK-IN: _____

INCIDENT LOCATION: _____

OCCUPANT NAME: _____ OWNER NAME: _____

OWNER ADDRESS: _____

OWNER PHONE #: _____ OCCUPANT PHONE #: _____

INCIDENT CAUSE: _____

TYPE OF ACTION TAKEN: _____

UNITS RESPONDING: _____ UNITS COMMITTED: _____

OF PERSONNEL:_____ MILEAGE (ROUND TRIP):_____ ADVISED COUNTY FIRE MARSHAL: YES _____ NO: _____

COMMENTS:

_____

_____

_____

INCIDENT COMMANDER: _____ REPORT PREPARED BY: _____

ESTIMATED $ LOSS: _____ ATTEST: _____
FIRE CHIEF

REIMBURSEMENT REQUESTED: _____$250.00 _____$550.00 _____$1,100.00

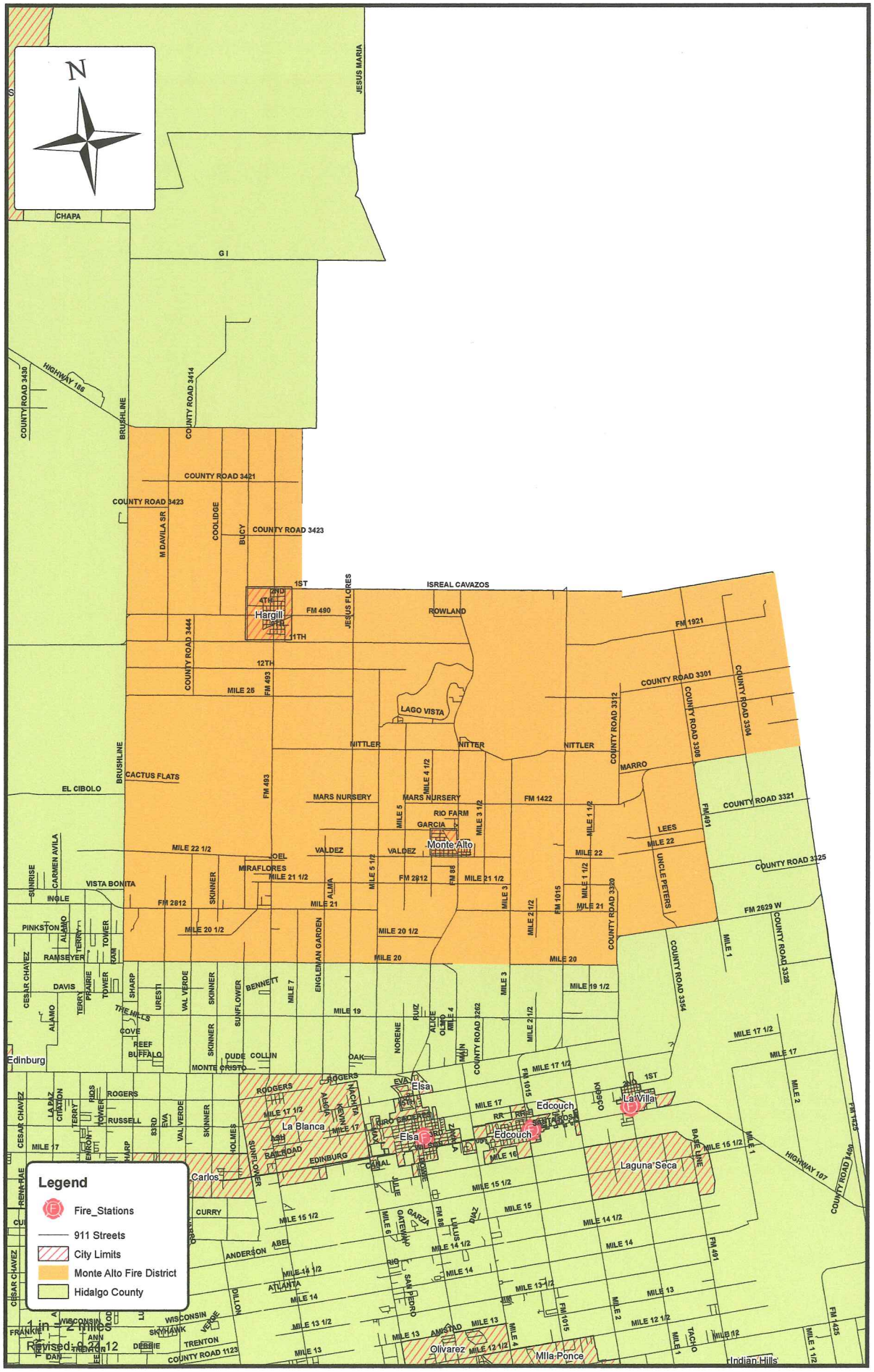
HCFMO Approval Amount: _____$250.00 _____$550.00 _____$1,100.00

EXHIBIT "B"

PAY OUT PLAN:			
	2016	2017	2018
CATEGORY I	$ 1,100	$ 1,250	$ 1,375
CATEGORY II	$ 550	$ 600	$ 665
CATEGORY II	$ 250	$ 275	$ 300

EXHIBIT "C"

Monte Alto Fire District



Interlocal Cooperation Agreement between City of Mission and Hidalgo County, Texas.

STATE OF TEXAS

COUNTY OF HIDALGO

THIS Interlocal Cooperation Agreement is made on the 1 day of **December,** by and between the COUNTY OF HIDALGO, TEXAS, hereafter called County, and the City of **Mission,** TEXAS, a municipal corporation/non-incorporated area hereinafter called CITY/ENTITY, is made under the authority of Chapter 791.001, Texas Government Code to be effective on the 1 day of **January, 2016**.

Entity and County are authorized to enter into this Agreement pursuant to the Interlocal Cooperation Act, Texas Government Code 791.001 et seq., which authorizes local governments to contract with each other to perform Governmental functions under the terms of the Act.

1.0 TERMS

1.1 This contract shall be for a period commencing on **January 1, 2016**, and shall terminate on **January 1, 2019**.

1.2 After **January 1, 2019**, this Contract, unless terminated as provided elsewhere shall be renewed on a month-to-month basis, under the same fee(s), rate(s), term and conditions of this agreement, until re-negotiated by mutual consent of both parties.

1.3 Either party has the option to terminate this Contract without cause by written notification, to the other on sixty (60) day notice.

1.4 The Rural Emergency Service Incident Report (Exhibit "A") form must be utilized as part of the monthly report submitted to the County Fire Marshal or his designee.

1.5 Any modifications to invoices shall be approved by both parties. Denial of any reimbursement shall be made within fourteen (14) working days after receipt of such invoice by the County Fire Marshal. Invoices which are approved shall be paid no later than thirty (30) days upon receipt of invoice by County.

1.6 Commencing on the 1 day of **January** 2016 and on each anniversary of that date thereafter, the parties hereinafter agree to an annual increase as identified in (Exhibit "B").

2.0 DEFINITIONS

BEE ATTACK – Any response to a situation where there is an on-going attack on person(s), domestic animal(s), and/or livestock, or a recent attack that requires first responder entrance into the immediate scene to rescue any person(s.) **EXCLUDING** situations of bee removal of hazards where no attack is in progress, or sustained at the time of response.

CATEGORY – All responses shall be categorized in a category that will be enumerated as I, II, III. Categories are designed to simplify reporting, queries and reimbursement requests.

COUNTY FIRE MARSHAL – the person appointed by the Commissioners Court in accordance with LGC 352 who is responsible for the administration of fire investigations, fire safety inspections, and fire prevention activities, administration of the Rural Emergency Services Contract and enforcement of the most recently adopted International Fire Code. This is a Sworn position.

ENTITY - Parent organization of Fire Department whose members are full time, part time, paid or unpaid volunteers and for the purposes of this contract includes any elements from any public works department that are requested or deployed to assist with the suppression, control or extinguishment of a fire.

COUNTY FIRE INVESTIGATORS – Those officers designated as such, by the County Fire Marshal that are responsible for all duties which may be assigned by the County Fire Marshal.

CHIEF DEPUTY / DEPUTY FIRE MARSHAL – Those officers designated and commissioned by the County Fire Marshal that are responsible for all duties which may be assigned by the County Fire Marshal.

FALSE ALARM CALL - Any emergency response to a mischievous or malicious call, or false call; or fire alarm system malfunctions that require fire personnel to investigate the scene or incident to make a determination as to whether or not there is a fire. If there are two or more alarms at the same location for the same reason, and from the same source, the responding Entity shall notify the Fire Marshal by the next working date.

FIREFIGHTING – Any working Structural or Commercial Vehicle fire upon arrival, a petroleum based fire **EXCLUDING** rubbish fire(s) (trash fire), or Authorized, Unauthorized Uncontrolled/ controlled land clearing fire(s).

GOOD INTENT CALLS – Any emergency call response where fire personnel were summoned, but were not required dealing with the incident, there was no actual incident, where no actual services, investigation, or standby was rendered or needed. Response to this type of call must come through a dispatch point.

HAZARDOUS MATERIAL FIRST RESPONDER INCIDENT – any response to any incident at the first responder (awareness, and operations) level, as defined by the Environmental Protection Agency and/or the Texas Commission on Environmental Quality and includes, hazardous material Identification, low level containment / Mitigation, i.e. fuel spills, from any vehicle, including motor vehicles, trains, motorcycle or aircraft.

HAZARDOUS MATERIAL TECHNICIAN LEVEL INCIDENT– any response to any incident at the Technician level, as defined by the Environmental Protection Agency and/or the Texas Commission on Environmental Quality and includes, hazardous material Identification via Monitoring / Identification devices, and or specialized equipment for such purposes, High level containment / Mitigation, i.e. Solid, Liquid, Gas (Vapor) Chemical / Fuel spills from and structure, vehicle, and or storage type facility..

INCORPORATED AREA - any area(s) within Hidalgo County that exist at time of execution thereof, and as they may be amended by reasons of annexation and/or de-annexation of property by any respective city.

LAW ENFORCEMENT ASSISTANCE – any non-fire assistance requested by County, State, or Federal Law Enforcement Agency, and includes, but is not limited to – vehicle recovery (water), crowd control, and "standing-by" for any situation in pursuance of a law enforcement, and or Investigative mission **EXCLUDING** MVA duties (traffic Control, washdowns, patient packaging).

MASS CASUALTY INCIDENT – all emergency rescues and/or recovery of victims, eight (8) victims or more, from any major incident or accident, i.e. Haz-Mat, aircraft, any passenger transportation bus, regardless of cause, building collapse, or assembly area.

MEDICAL CALL – In an emergency situation, under exigent circumstances, where there is a delayed response by the contracted EMS provider (Greater than 20 Minutes) and the situation dictates immediate medical attention due to the delay by the EMS provider **excluding** immediate first aid to stabilize a victim at a scene, when already on scene. This section is not to be construed as a reimbursement plan for a fire-based department that operates an emergency medical service (EMS) otherwise covered by any other contracts that are already in place.

MUTUAL AID – A Primary Entity response to an emergency event where the situation is of such magnitude , either upon arrival or during the actual response, that the primary city/entity must declare a multiple alarm and request response from one or more Secondary Entity(s) and such assistance is necessary to control, extinguish, or otherwise assist with the response. This includes any element of public works that is called upon to help mitigate the emergency. The call for additional resources made by the Primary Entity from the Secondary Entity may be based on the extenuating circumstances, and may be made by the on-scene incident commander, and must go through a dispatch point with approval from the most senior officer that is on duty for the Entity. The Fire Marshal may authorize and/or request mutual aid at any time whether or not on-scene, when the request is made directly to them. Secondary entities may be reimbursed at the same rate as the primary entity upon approval of the Fire Marshal, when sufficiently documented as a "Special Situation".

NATURAL VEGETATION – The plants of an area or region, collectively – any plant life, present in or produced by nature, whether growing or not. Fuel for a wild-land or grass fire.

OPERATIONAL PERIOD – 12 hour standard as recognized by the National Incident Management system.

PETROLEUM BASED INCIDENT – any incident or fire whose main fuel source includes natural gas, liquefied gas, crude or refined oil or any other petroleum based product that may be used or processed as fuel or as a precursor for fuel. It also includes any storage container, conveyance of said

product, whether by motor vehicle, pipeline or any other type of transport medium **EXCLUDING** propane tanks used for residential or commercial service (100lbs or under).

PRIMARY ENTITY – the Entity who is a party to this contract with the County that is assigned to respond as the lead fire-based response agency to an area where the emergency occurred as per Section II, Paragraph A, of this contract. This may be based on geographical assignments or capability.

PUBLIC WORKS RESPONSE – Any incident response that requires operational support elements from what is commonly referred to as Public Works, to respond to an emergency situation, to help mitigate, control, or otherwise facilitate the overall response. This response may only be requested and authorized by the on-scene Incident Commander through the Fire Marshal.

RECOVERY CALL – Body - Any recovery of a deceased victim.

REIMBURSEMENT PLAN – method by which a Entity is reimbursed by the County for emergency services rendered in any rural area within Hidalgo County.

REGIONAL RESPONSE TEAM – response to any special situation to provide tactical rescue assistance and support for any first responder regardless of discipline. Regional Response Teams are based and maintained from the Lower Rio Grande Valley Development Council (LRGVDC) Homeland Security Association Committee (HSAC).

RESPONSE AREA – the geographical area assigned to the Entity within the rural areas of the County, wherein the respective Entity Shall be responsible for primary response to an emergency call for service.

RUBBISH – trash, garbage, brush, grass or other unwanted things, and includes any tangible item discarded, collected, or recycled arranged as to burn for cleaning / clearing as a part of a controlled situation, whether permitted or not.

RURAL AREA – any non-incorporated areas within Hidalgo County, as they exist at the time of execution thereof, and as they may be amended by reasons of annexation and/or de-annexation of

property by any respective city or any incorporated area within Hidalgo County that does not provide its own emergency services or response.

RURAL RESPONSE DISTRICT – The area designated for the respective Primary Entity for emergency response within a delineated geographical area as depicted and described in Exhibit "B", attached hereof. The rural response district may be amended from time to time pursuant to Section3.2.

SEARCH and RESCUE CALLS – all rescues of person(s) living , from water, high angle, confined space, or all rescue/extrication of person(s) from entanglement, entrapment, enclosed areas, elevators, building collapse **EXCLUDING** Recovery, and/or Vehicle Extrication.

SECONDARY CITY – the Entity who is a party to a cooperative agreement with the County and is assigned or requested to respond to assist the primary city in any type of emergency response to an area where the emergency occurred (Mutual Aid). The response may occur anywhere within the rural County and may be based on geographical assignment or capability **EXCLUDING** all aid to other Jurisdictions in their city limits.

SERVICE CALLS – any call involving unauthorized burning, smoke scare, mischievous or malicious calls, and alarm system malfunctions requiring fire personnel to deal with an incident, but where no actual services, investigation or standby was rendered or needed.

SPECIAL SITUATIONS – Any situation in which the Entity performed in a manner that is not covered in any of the above described situations, or for an extended period of time. The Fire Chief must justify the exigent circumstances for the response to the incident and reason for reimbursement request. If the response by the Entity covers two or more operational periods, this fee may charged per day, above and beyond any other fees. The Fire Chief shall seek authorization from the County Fire Marshal, or his representative, justifying the exigent circumstances for the response to the incident prior to responding to a special situation. If authorized by the County Fire Marshal and if the response by the Entity covers two or more operational periods, this fee may be charged per day, above and beyond any other fees.

STRUCTURE – any construction within reason, or any production or piece of work artificially built or composed of parts joined together in some definite manner, that is built, under construction or constructed and it includes any edifice, or building of any kind.

TRAFFIC CONTROL – Any incident response where the nature of the call is strictly for traffic control assistance.

MOTOR VEHICULAR ACCIDENT (MVA) – any motor vehicle or automobile collision regardless of amount of or type of vehicles involved, where services other than "VEHICULAR EXTRICATION" is performed.

VEHICULAR EXTRICATION – any emergency extrication of person(s) with the use of specialized hydraulic, and or manual tools from wreckage entanglement as a result of an automobile collision, regardless of motor vehicle type.

VEHICLE FIRE -A working fire – upon arrival that involves any vehicle fire. (i.e. Semi-Truck and or Trailer, Transport Vehicle, Service Vehicles, commuter bus or personal vehicle, car, truck, van).

WASH DOWN – Any hazardous based spill where there is no fire and the spill is under thirty-five (35) gallons. I.e. roadway, parking lots, etc. that requires a wash down – no vehicular accident.

WILDLAND FIRE - Any fire occurring in vegetative areas regardless of ignition sources, damages or benefits. An uncontrolled fire in grassland, brush-land, or land sown to crops. For the purposes of this contract any fire within the confines of the above definitions that requires an emergency response of an entity **excluding** prescribed type Brush land clearing operation or rubbish fire(s).

WIRELINE INCIDENTS (All TYPES) – where the response is of such nature that there is a "downed-wire" or "low-hanging wire" or energized or with or without fire- and the responding Entity must standby and await the arrival of a utility company or responding Entity must remove, and or mitigate the non-emergency situation. Any situation where there is immediate danger to the public from an electrical wire, and the situation dictate immediate traffic control, or public redirection or any situation where there is no immediate danger to the public from an electrical wire, and the situation

does not dictate immediate traffic control, or public redirection. Where the entity is not required to stand-by for the service company.

3.0 ENTITY RESPONSIBILITIES

3.1 Entity hereby agrees to provide emergency fire response based services, if resources are available, to the geographically assigned Rural Response District, within the County, as may be required by the County Fire Marshal or otherwise as delineated within this contract.

3.2 Entity hereby agrees to the designation of Primary (response) within their designated Rural Response District as depicted in the attached map, as Exhibit "C". Each Entity Rural Response District may be amended from time to time during the period of this contract by annexation or de-annexation of property by any respective city(s), or by agreement of the County Fire Marshal, and Fire Chief(s) responsible for the existing Rural Response District. The Response Districts and assigned Entity will be provided to the designated 911 Coordinator and the Sheriff's Office. A map depicting the Rural Response Districts of all participating Entity(s) shall be maintained and provided upon request by the County Fire Marshal, at their designated office.

3.3 Entity hereby agrees to seek authorization from the County Fire Marshal **PRIOR** to responding to a XXX outside of the Rural Response Districts' geographical area as delineated and depicted in Exhibit "B". Unless authorized by the County Fire Marshal, Entity and/or Rural Response District shall not be reimbursed for services rendered outside their designated geographical area.

3.4 Entity hereby agrees to provide the County Fire Marshal, with any and all records, reports, and documents, to include, but not limited to, statistics, data, calls for service records, dispatch logs, and any other records or other documents necessary to support the invoice or request for reimbursement as herein provided. In the absence of the Fire Marshal, said records, reports, and documents may be provided to the County Judge or his designee. The standard reimbursement request shall be timely submitted. Unless this subsection is fully complied with, reimbursements shall not be granted.

3.5 Entity agrees that in multi-agency response calls, the communications interoperability radio channels will be used as primary communications with the designated incident commander. The Incident Commander or assigned communications officer may designate user and sub-user groups as necessary.

3.6 Entity agrees to allow the County Fire Marshal, full access to any and all operational communications frequencies / talk groups, that the Entity operates on and authorize the County Fire Marshal to use

those frequencies/talk groups during a response to a designated emergency situation that the Entity responds to. This will include assigning user-identification numbers (if available) to any County Fire Marshal communications radio.

3.7 Entity agrees to practice NIMS/ICS during any multi-agency – multi-tiered response.

3.8 Entity agrees to provide its' own insurance for equipment, vehicles, and personnel used in performing any of the services described herein. Emergency vehicles and fire-fighting equipment must be owned and/or managed by the Entity. Entity agrees to provide proof of current and adequate vehicle, equipment and workmen's compensation insurance to the County upon submission of this contract or upon request from the County Fire Marshal.

3.9 During extended operations as designated by the Incident Commander, the Entity agrees to provide adequate hydration and sustenance for its firefighters/emergency response personnel.

3.10 Entity agrees that it will not cause, create or allow any type of "roving-patrols" or "smoke-hunting / chasing" operations by full-time employees, volunteers or paid-volunteers, in an effort to seek out emergency responses. Any simple trash burning calls will be referred to the appropriate law enforcement agency, i.e.. Fire Marshal, Constable Office or Sheriff's Office, unless the Roving preventive fire patrol activity is requested and authorized by the Fire Marshal in writing during an emergency situation, burn ban period, or fireworks ban period.

COUNTY RESPONSIBILITIES

4.1 In consideration for the Entity's Rural Emergency Services, the County will reimburse the Entity in the manner provided herein.

4.2 The County shall designate a person and office that shall be known as the County Fire Marshal and County Fire Marshal's Office, who shall have the following responsibilities;

4.2.1 **ADMINISTRATION**

a. Administration of Fire Marshal's Office

b. Cause Burn Ban Signs (during designated times) to be displayed in conspicuous locations at all major roadway entrances to the County.

c. Commercial Building Inspections

d. Fire Safety Inspections

e. Adult and Child Day Care Facility Inspections

f. Health Care Facility Inspections

g. Existing and New Construction Inspections

h. Implementation and Enforcement of the most current version of the International Fire Code.

i. Issuance and Regulation of Burn Permits in Rural County areas

j. Monitor weather conditions and cause burn bans and fireworks bans to be enacted by the Commissioners Court, as appropriate.

k. Plat/Plan Reviews and approvals

l.

4.2.2 **INVESTIGATIONS**

a. Conduct Fire Investigations

b. Assist and guide other law enforcement agencies with Fire Code violations and enforcement.

c. Provide Information and Reports

d. Provide assistance to municipal departments with Fire Investigations, upon request.

e. Issue Citations, make arrests, and file criminal cases as appropriate.

4.2.3 **FIRE PREVENTION**

a. Plan, coordinate and direct activities.

b. Conduct and participate in training with all Fire Departments.

c. Acquire and maintain equipment.

d. Conduct public education.

e. Perform fire safety presentations.

4.2.4 **ADMINISTER RURAL EMERGENCY SERVICES CONTRACT**

a. Review and process all requests for reimbursements.

b. Will confer with appropriate Fire Chief on any discrepancies on requests for reimbursement.

c. Shall determine if a Rural Response District may respond to a XXX outside of the Rural Response Districts' geographical area as delineated and depicted in Exhibit "C".

4.2.5 **RESPONSE**

a. When requested, respond to a fire scene within a reasonable time to conduct an investigation into the cause of the fire.

b. Will respond to any major incidents.

c. Will integrate into the NIMS/ICS structure as appropriate

d. Will assist the Incident Commander with any duties as assigned.

e. Will provide Law Enforcement assistance/coordination as needed

5.0 LIABILITY

5.1 Entity and County agree pursuant to Section 352.004, Texas Local Government Code that the acts of any person or persons travelling to or from or in a manner as defined in Section 3, shall be deemed as the acts of agents or employees of the County in all respects, notwithstanding such person or persons may otherwise be employees or firefighters of the Entity.

5.2 The County of Hidalgo and Entity agree that they will provide general liability insurance coverage for liabilities caused by vehicles, equipment, and personnel. Entity shall be responsible for any damage to its vehicles or equipment used in performing services under this Agreement. Each party agrees that it shall provide general liability insurance coverage for the action of their respective employees and firefighters.

5.3 Nothing herein shall be construed to prevent either party from becoming self-insured. Each Entity participating and entering into this contract must provide written proof of

insurance to the County when submitting the contract for approval. Upon request by the County or it's duly authorized representative, the Entity must provide documentation of completion of any other State or Federal fire-fighting training requirements.

5.4 If either party cannot acquire the insurance required herein, this Agreement shall be void and the parties shall negotiate their respective obligations regarding emergency services response in the rural areas of Hidalgo County at the time. If at any time during the year the respective Entity loses its insurance capacity, it must immediately report this to the Fire Marshal and cease any responses to their assigned Rural Response District.

6.0 REIMBURSEMENT PLAN

6.1 County shall reimburse Entity for services provided hereunder in a lump sum with payment to be made monthly as follows:

6.1.1 Entity shall keep true and accurate records of all rural emergency services provided hereunder and shall submit, on a monthly basis (within a reasonable time), any Rural Emergency Service Incident Reports to the County Fire Marshal, reporting is a condition precedent to receiving payments from the County. The Rural Emergency Service Incident Report form(s), and supporting documents as listed in Section 3.4 shall be required as part of the monthly report. Accident Prevention Plan documentation is required from any Entity that utilized the County Worker's Compensation Policy, as described in Section 5.3.

6.1.2 County shall communicate and provide a written itemized list of emergency services not approved for reimbursement or any change in the reimbursement rate / category to the Entity with an explanation for the disapproval or change to the Fire Chief of entity for his approval or challenge within fourteen (14) working days of receipt of invoices from Entity.

6.1.3. County Fire Marshal shall accumulate records of all rural emergency service responses provided by all Entity(s) within Hidalgo County and shall calculate the amount due each Entity.

a. Any and all disputes of Entity reports shall be addressed directly to the Fire Marshal and/or the Entity in writing.

b. If a resolution of dispute for emergency response services cannot be reached, the reporting Entity may appeal to the Hidalgo County Commissioner's Court.

6.1.4. For all rural emergency calls serviced by the Entity within its emergency response district, Entity shall receive a monthly lump-sum payment for all authorized services, corresponding to that year, in accordance with the following payment schedule and categories;

(6.1.4.I.)	**CATEGORY I (CI)**	**Flat rate of $1,100.00 per incident.**
(6.1.4.II.)	**CATEGORY II (CII)**	**Flat Rate of $ 550.00 per incident**
(6.1.4.III.)	**CATEGORY III (CIII)**	**Flat Rate of $ 250.00 per incident.**

6.1.4.I. CATEGORY I. A rate of $ 1,100.00 per incident, as set forth, shall apply, during the terms of this Contract for:

.1 **FIREFIGHTING STRUCTURAL / COMMERCIAL VEHICLE** (as primary department)

.2 **HAZARDOUS MATERIALS (TECHNICIAN LEVEL)**

.3 **MASS CASUALTY**

.4 **RESCUE CALLS**

.5 **VEHICULAR EXTRICATION**

.6 **PUBLIC WORKS RESPONSE**

.7 **REGIONAL MEDICAL RESPONSE TEAM**

.8 **SECONDARY CITY/ENTITY** (in place of primary department.)

.9 **SPECIAL SITUATIONS**

.10 **GRASS / BRUSH WILDLAND FIRE**

.11 **REGIONAL RESPONSE TEAM**

6.1.4.II. CATEGORY II. A rate of $ 550.00 per incident, as set forth, shall apply, during the terms of this Contract for:

.1 **MEDICAL CALL**

.2 **MUTUAL AID**

.3 **MOTOR VEHICLE ACCIDENT (PATIENT PACKAGING, SECURE VEHICLE)**

.4 **LAW ENFORCEMENT ASSISTANCE**

.5 **RECOVERY CALL – BODY**

.6 **TRAFFIC CONTROL**

.7 **WASH DOWN**

.8 **BEE ATTACK**

.9 **PETROLEUM BASED INCIDENT STANDBY**

.10 **WIRELINE INCIDENTS (ALL TYPES)**

6.1.4. III CATEGORY III. A Rate of $ 250.00 per incident, as set forth, shall apply, during the terms of this Contract for:

.1 **LANDING ZONE**

.2 **HAZARDOUS MATERIALS (AWARENESS/OPERATIONS LEVEL)**

.3 **FALSE ALARM CALL**

.4 **GOOD INTENT CALLS**

.5 **SERVICE CALLS**

.6 **RUBBISH FIRE(S)(AUTHORIZED/UNAUTHORIZED CONTROLLED FIRE, PRESCRIBED BURN)**

.7 **PALM TREE FIRE (NON-MOVING VEGITATION)**

7.0. ASSIGNMENT

In the event a Rural Fire District(s) is created for the rural, non-incorporated areas of Hidalgo County, this contract may be assigned by County to such District, and Entity shall look solely to the District(s) to perform and assume all Obligations and Responsibilities of County.

8.0. AUDIT

Any and all requests from Entity for reimbursement from County or any past reimbursements made under this contract or its predecessors shall be subject to audit by the County Auditor's Office, and/or the Fire Marshal. Should an audit procedure be invoked, Entity agrees to provide any and all records, photographs, videos, or other documents, pertaining to any request or claim for reimbursement made or paid hereunder that are requested by the Auditor or Fire Marshal. Should the County Auditor determine that any payments made were not properly claimed under the terms of this contract, Entity agrees to remit the amount of payments so found by the County Auditor to the County within ten (10) working days, following the date of receipt of Entity of County Auditors written determination of same.

9.0. MISCELLANEOUS

9.1 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 the 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.

9.2 NO WAIVER. No waiver by any party hereto of any breach of any provision of this Agreement shall be deemed to be a waiver of any preceding or succeeding breach of the same or any other provision hereof.**9.3 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 indirectly 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. This Agreement supersedes any and all agreements by and between the parties hereto. All previous agreements concerning the subject matter hereof between the parties are terminated as of the date of this Agreement.

9.4 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.

9.5 NOTICE. Except as may be otherwise specifically provided in this Agreement, all notices, demands, request for 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 pre-paid and addressed to the parties at the addresses set forth below, or at such other addresses as may have been therefore specified by written notice delivered in accordance herewith:

If to Entity _____

_____

_____, Texas _____

If to County: County of Hidalgo
Ramon Garcia, County Judge
100 E. Cano St. 2nd Floor, Edinburg, Texas 78539 or
P.O. Box 1356, Edinburg, Texas 78540

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 of 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.

9.6 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.

9.7 SUCCESSORS. This agreement shall be binding upon and insure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors, and assigns where permitted by this Agreement.

9.8 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.

9.9 GENDER and NUMBER. All pronouns used in this Agreement shall include the other gender, whether used in the masculine, feminine, or neutral gender, and the singular shall include the plural whenever and as often as may be appropriate.

9.10 AUTHORITY TO EXECUTE. The execution and performance of this Agreement by each of the parties hereto has been duly authorized by all necessary laws, resolutions, ordinances, or governing body action, and the Agreement constitutes, the valid and enforceable obligations of the parties hereto in accordance with its terms.

9.11 PERFORMANCE of GOVERNMENT FUNCTIONS. Each party hereto is entering into this Agreement for the purpose of providing for governmental services or functions, and will pay for such services out of current revenues available to the paying party as herein provided.

9.12 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.

9.13 COMMITMENT of CURRENT REVENUES. In the event that, during any term hereof, the Commissioners Court does not appropriate sufficient funds to meet the obligations of County under this Agreement, County may terminate this Agreement upon ninety (90) days written notice to Company. County agrees, however, to use reasonable efforts to secure funds necessary for the continued performance of this Agreement. The parties intend this provision to be a continuing right to terminate this Agreement at the expiration of each budget period of County pursuant to the provisions of Tex. Loc. Govt. Code Ann. ' 271.903 (Vernon Supp. 1996).

9.14 MUTUAL INDEMNIFICATION. Without waiving its sovereign immunity, and to the extent provided by law, each party shall indemnify and hold harmless each other, its officers, officials, and employees from and against all claims and liabilities of any nature or kind, including costs and expenses for or on account of any claims, damages, losses, or expenses of any character whatsoever resulting in whole or in part from the negligent performance or omission of either party's employees or representatives connected with the activities described herein.

WITNESS THE HANDS OF THE PARTIES

(In duplicate originals effective on the day both parties' signatures are executed.

CITY OF ALTON

_____ _____

By: **Date**

ATTEST:

_____

City Secretary

COUNTY OF HIDALGO

_____ _____

Ramon Garcia, County Judge **Date**

ATTEST:

_____

Arturo Guajardo, Jr., County Clerk

Approved as to Form:

Office of Criminal District Attorney's Office
Ricardo Rodriguez, Jr.

By: _____
Victor M. Garza, Assistant District Attorney

EXHIBIT "A"

Rural Emergency Service Incident Report

(FORM MUST BE COMPLETED IN INK OR TYPED ON ALL INCIDENTS FOR REIMBURSEMENT) (Exhibit A)

DEPARTMENT: _____ COUNTY INCIDENT: _____

DATE :_____ ALARM TIME :_____ ARRIVAL TIME: _____ DEPART TIME: _____

SITUATION REPORTED:_____ SITUATION FOUND:_____

MUTUAL AID: _____ GIVEN: _____ RECEIVED: _____ DEPARTMENT: _____

_____ NON-APPLICABLE DEPARTMENT: _____

CALLER NAME: _____ REQUESTING PERSON: _____

CALLER NAME: _____

CALLER ADDRESS: _____ OTHER: _____ PHONE: _____

CALLER PHONE: _____ WALK-IN: _____

INCIDENT LOCATION: _____

OCCUPANT NAME: _____ OWNER NAME: _____

OWNER ADDRESS: _____

OWNER PHONE #: _____ OCCUPANT PHONE #: _____

INCIDENT CAUSE: _____

TYPE OF ACTION TAKEN: _____

UNITS RESPONDING: _____ UNITS COMMITTED: _____

OF PERSONNEL:_____ MILEAGE (ROUND TRIP):_____ ADVISED COUNTY FIRE MARSHAL: YES _____ NO: _____

COMMENTS:

_____

_____

_____

INCIDENT COMMANDER: _____ REPORT PREPARED BY: _____

ESTIMATED $ LOSS: _____ ATTEST: _____
FIRE CHIEF

REIMBURSEMENT REQUESTED: _____$250.00 _____$550.00 _____$1,100.00

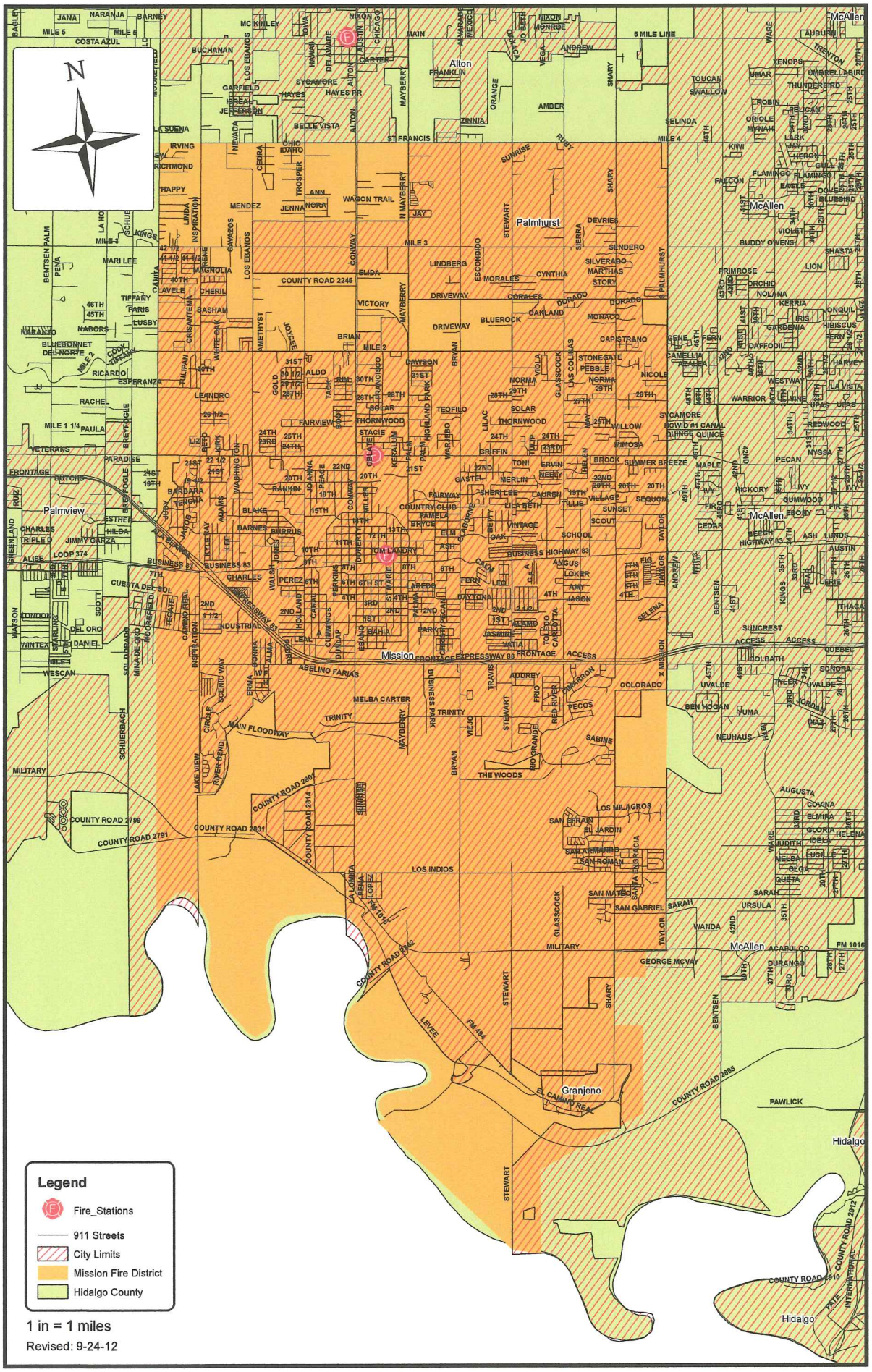
HCFMO Approval Amount: _____$250.00 _____$550.00 _____$1,100.00

EXHIBIT "B"

PAY OUT PLAN:			
	2016	**2017**	**2018**
CATEGORY I	$ 1,100	$ 1,250	$ 1,375
CATEGORY II	$ 550	$ 600	$ 665
CATEGORY II	$ 250	$ 275	$ 300

EXHIBIT "C"

Mission Fire District



Interlocal Cooperation Agreement between City of Palmview and Hidalgo County, Texas.

STATE OF TEXAS

COUNTY OF HIDALGO

THIS Interlocal Cooperation Agreement is made on the 1 day of **December,** by and between the COUNTY OF HIDALGO, TEXAS, hereafter called County, and the City of **Palmview,** TEXAS, a municipal corporation/non-incorporated area hereinafter called CITY/ENTITY, is made under the authority of Chapter 791.001, Texas Government Code to be effective on the 1 day of **January, 2016**.

Entity and County are authorized to enter into this Agreement pursuant to the Interlocal Cooperation Act, Texas Government Code 791.001 et seq., which authorizes local governments to contract with each other to perform Governmental functions under the terms of the Act.

1.0 TERMS

1.1 This contract shall be for a period commencing on **January 1, 2016**, and shall terminate on **January 1, 2019**.

1.2 After **January 1, 2019**, this Contract, unless terminated as provided elsewhere shall be renewed on a month-to-month basis, under the same fee(s), rate(s), term and conditions of this agreement, until re-negotiated by mutual consent of both parties.

1.3 Either party has the option to terminate this Contract without cause by written notification, to the other on sixty (60) day notice.

1.4 The Rural Emergency Service Incident Report (Exhibit "A") form must be utilized as part of the monthly report submitted to the County Fire Marshal or his designee.

1.5 Any modifications to invoices shall be approved by both parties. Denial of any reimbursement shall be made within fourteen (14) working days after receipt of such invoice by the County Fire Marshal. Invoices which are approved shall be paid no later than thirty (30) days upon receipt of invoice by County.

1.6 Commencing on the 1 day of **January** 2016 and on each anniversary of that date thereafter, the parties hereinafter agree to an annual increase as identified in (Exhibit "B").

2.0 DEFINITIONS

BEE ATTACK – Any response to a situation where there is an on-going attack on person(s), domestic animal(s), and/or livestock, or a recent attack that requires first responder entrance into the immediate scene to rescue any person(s.) **EXCLUDING** situations of bee removal of hazards where no attack is in progress, or sustained at the time of response.

CATEGORY – All responses shall be categorized in a category that will be enumerated as I, II, III. Categories are designed to simplify reporting, queries and reimbursement requests.

COUNTY FIRE MARSHAL – the person appointed by the Commissioners Court in accordance with LGC 352 who is responsible for the administration of fire investigations, fire safety inspections, and fire prevention activities, administration of the Rural Emergency Services Contract and enforcement of the most recently adopted International Fire Code. This is a Sworn position.

ENTITY - Parent organization of Fire Department whose members are full time, part time, paid or unpaid volunteers and for the purposes of this contract includes any elements from any public works department that are requested or deployed to assist with the suppression, control or extinguishment of a fire.

COUNTY FIRE INVESTIGATORS – Those officers designated as such, by the County Fire Marshal that are responsible for all duties which may be assigned by the County Fire Marshal.

CHIEF DEPUTY / DEPUTY FIRE MARSHAL – Those officers designated and commissioned by the County Fire Marshal that are responsible for all duties which may be assigned by the County Fire Marshal.

FALSE ALARM CALL - Any emergency response to a mischievous or malicious call, or false call; or fire alarm system malfunctions that require fire personnel to investigate the scene or incident to make a determination as to whether or not there is a fire. If there are two or more alarms at the same location for the same reason, and from the same source, the responding Entity shall notify the Fire Marshal by the next working date.

FIREFIGHTING – Any working Structural or Commercial Vehicle fire upon arrival, a petroleum based fire **EXCLUDING** rubbish fire(s) (trash fire), or Authorized, Unauthorized Uncontrolled/ controlled land clearing fire(s).

GOOD INTENT CALLS – Any emergency call response where fire personnel were summoned, but were not required dealing with the incident, there was no actual incident, where no actual services, investigation, or standby was rendered or needed. Response to this type of call must come through a dispatch point.

HAZARDOUS MATERIAL FIRST RESPONDER INCIDENT – any response to any incident at the first responder (awareness, and operations) level, as defined by the Environmental Protection Agency and/or the Texas Commission on Environmental Quality and includes, hazardous material Identification, low level containment / Mitigation, i.e. fuel spills, from any vehicle, including motor vehicles, trains, motorcycle or aircraft.

HAZARDOUS MATERIAL TECHNICIAN LEVEL INCIDENT– any response to any incident at the Technician level, as defined by the Environmental Protection Agency and/or the Texas Commission on Environmental Quality and includes, hazardous material Identification via Monitoring / Identification devices, and or specialized equipment for such purposes, High level containment / Mitigation, i.e. Solid, Liquid, Gas (Vapor) Chemical / Fuel spills from and structure, vehicle, and or storage type facility..

INCORPORATED AREA - any area(s) within Hidalgo County that exist at time of execution thereof, and as they may be amended by reasons of annexation and/or de-annexation of property by any respective city.

LAW ENFORCEMENT ASSISTANCE – any non-fire assistance requested by County, State, or Federal Law Enforcement Agency, and includes, but is not limited to – vehicle recovery (water), crowd control, and "standing-by" for any situation in pursuance of a law enforcement, and or Investigative mission **EXCLUDING** MVA duties (traffic Control, washdowns, patient packaging).

MASS CASUALTY INCIDENT – all emergency rescues and/or recovery of victims, eight (8) victims or more, from any major incident or accident, i.e. Haz-Mat, aircraft, any passenger transportation bus, regardless of cause, building collapse, or assembly area.

MEDICAL CALL – In an emergency situation, under exigent circumstances, where there is a delayed response by the contracted EMS provider (Greater than 20 Minutes) and the situation dictates immediate medical attention due to the delay by the EMS provider **excluding** immediate first aid to stabilize a victim at a scene, when already on scene. This section is not to be construed as a reimbursement plan for a fire-based department that operates an emergency medical service (EMS) otherwise covered by any other contracts that are already in place.

MUTUAL AID – A Primary Entity response to an emergency event where the situation is of such magnitude , either upon arrival or during the actual response, that the primary city/entity must declare a multiple alarm and request response from one or more Secondary Entity(s) and such assistance is necessary to control, extinguish, or otherwise assist with the response. This includes any element of public works that is called upon to help mitigate the emergency. The call for additional resources made by the Primary Entity from the Secondary Entity may be based on the extenuating circumstances, and may be made by the on-scene incident commander, and must go through a dispatch point with approval from the most senior officer that is on duty for the Entity. The Fire Marshal may authorize and/or request mutual aid at any time whether or not on-scene, when the request is made directly to them. Secondary entities may be reimbursed at the same rate as the primary entity upon approval of the Fire Marshal, when sufficiently documented as a "Special Situation".

NATURAL VEGETATION – The plants of an area or region, collectively – any plant life, present in or produced by nature, whether growing or not. Fuel for a wild-land or grass fire.

OPERATIONAL PERIOD – 12 hour standard as recognized by the National Incident Management system.

PETROLEUM BASED INCIDENT – any incident or fire whose main fuel source includes natural gas, liquefied gas, crude or refined oil or any other petroleum based product that may be used or processed as fuel or as a precursor for fuel. It also includes any storage container, conveyance of said

product, whether by motor vehicle, pipeline or any other type of transport medium **EXCLUDING** propane tanks used for residential or commercial service (100lbs or under).

PRIMARY ENTITY – the Entity who is a party to this contract with the County that is assigned to respond as the lead fire-based response agency to an area where the emergency occurred as per Section II, Paragraph A, of this contract. This may be based on geographical assignments or capability.

PUBLIC WORKS RESPONSE – Any incident response that requires operational support elements from what is commonly referred to as Public Works, to respond to an emergency situation, to help mitigate, control, or otherwise facilitate the overall response. This response may only be requested and authorized by the on-scene Incident Commander through the Fire Marshal.

RECOVERY CALL – Body - Any recovery of a deceased victim.

REIMBURSEMENT PLAN – method by which a Entity is reimbursed by the County for emergency services rendered in any rural area within Hidalgo County.

REGIONAL RESPONSE TEAM – response to any special situation to provide tactical rescue assistance and support for any first responder regardless of discipline. Regional Response Teams are based and maintained from the Lower Rio Grande Valley Development Council (LRGVDC) Homeland Security Association Committee (HSAC).

RESPONSE AREA – the geographical area assigned to the Entity within the rural areas of the County, wherein the respective Entity Shall be responsible for primary response to an emergency call for service.

RUBBISH – trash, garbage, brush, grass or other unwanted things, and includes any tangible item discarded, collected, or recycled arranged as to burn for cleaning / clearing as a part of a controlled situation, whether permitted or not.

RURAL AREA – any non-incorporated areas within Hidalgo County, as they exist at the time of execution thereof, and as they may be amended by reasons of annexation and/or de-annexation of

property by any respective city or any incorporated area within Hidalgo County that does not provide its own emergency services or response.

RURAL RESPONSE DISTRICT – The area designated for the respective Primary Entity for emergency response within a delineated geographical area as depicted and described in Exhibit "B", attached hereof. The rural response district may be amended from time to time pursuant to Section3.2.

SEARCH and RESCUE CALLS – all rescues of person(s) living , from water, high angle, confined space, or all rescue/extrication of person(s) from entanglement, entrapment, enclosed areas, elevators, building collapse **EXCLUDING** Recovery, and/or Vehicle Extrication.

SECONDARY CITY – the Entity who is a party to a cooperative agreement with the County and is assigned or requested to respond to assist the primary city in any type of emergency response to an area where the emergency occurred (Mutual Aid). The response may occur anywhere within the rural County and may be based on geographical assignment or capability **EXCLUDING** all aid to other Jurisdictions in their city limits.

SERVICE CALLS – any call involving unauthorized burning, smoke scare, mischievous or malicious calls, and alarm system malfunctions requiring fire personnel to deal with an incident, but where no actual services, investigation or standby was rendered or needed.

SPECIAL SITUATIONS – Any situation in which the Entity performed in a manner that is not covered in any of the above described situations, or for an extended period of time. The Fire Chief must justify the exigent circumstances for the response to the incident and reason for reimbursement request. If the response by the Entity covers two or more operational periods, this fee may charged per day, above and beyond any other fees. The Fire Chief shall seek authorization from the County Fire Marshal, or his representative, justifying the exigent circumstances for the response to the incident prior to responding to a special situation. If authorized by the County Fire Marshal and if the response by the Entity covers two or more operational periods, this fee may be charged per day, above and beyond any other fees.

STRUCTURE – any construction within reason, or any production or piece of work artificially built or composed of parts joined together in some definite manner, that is built, under construction or constructed and it includes any edifice, or building of any kind.

TRAFFIC CONTROL – Any incident response where the nature of the call is strictly for traffic control assistance.

MOTOR VEHICULAR ACCIDENT (MVA) – any motor vehicle or automobile collision regardless of amount of or type of vehicles involved, where services other than "VEHICULAR EXTRICATION" is performed.

VEHICULAR EXTRICATION – any emergency extrication of person(s) with the use of specialized hydraulic, and or manual tools from wreckage entanglement as a result of an automobile collision, regardless of motor vehicle type.

VEHICLE FIRE -A working fire – upon arrival that involves any vehicle fire. (i.e. Semi-Truck and or Trailer, Transport Vehicle, Service Vehicles, commuter bus or personal vehicle, car, truck, van).

WASH DOWN – Any hazardous based spill where there is no fire and the spill is under thirty-five (35) gallons. I.e. roadway, parking lots, etc. that requires a wash down – no vehicular accident.

WILDLAND FIRE - Any fire occurring in vegetative areas regardless of ignition sources, damages or benefits. An uncontrolled fire in grassland, brush-land, or land sown to crops. For the purposes of this contract any fire within the confines of the above definitions that requires an emergency response of an entity **excluding** prescribed type Brush land clearing operation or rubbish fire(s).

WIRELINE INCIDENTS (All TYPES) – where the response is of such nature that there is a "downed-wire" or "low-hanging wire" or energized or with or without fire- and the responding Entity must standby and await the arrival of a utility company or responding Entity must remove, and or mitigate the non-emergency situation. Any situation where there is immediate danger to the public from an electrical wire, and the situation dictate immediate traffic control, or public redirection or any situation where there is no immediate danger to the public from an electrical wire, and the situation

does not dictate immediate traffic control, or public redirection. Where the entity is not required to stand-by for the service company.

3.0 ENTITY RESPONSIBILITIES

3.1 Entity hereby agrees to provide emergency fire response based services, if resources are available, to the geographically assigned Rural Response District, within the County, as may be required by the County Fire Marshal or otherwise as delineated within this contract.

3.2 Entity hereby agrees to the designation of Primary (response) within their designated Rural Response District as depicted in the attached map, as Exhibit "C". Each Entity Rural Response District may be amended from time to time during the period of this contract by annexation or de-annexation of property by any respective city(s), or by agreement of the County Fire Marshal, and Fire Chief(s) responsible for the existing Rural Response District. The Response Districts and assigned Entity will be provided to the designated 911 Coordinator and the Sheriff's Office. A map depicting the Rural Response Districts of all participating Entity(s) shall be maintained and provided upon request by the County Fire Marshal, at their designated office.

3.3 Entity hereby agrees to seek authorization from the County Fire Marshal **PRIOR** to responding to a XXX outside of the Rural Response Districts' geographical area as delineated and depicted in Exhibit "B". Unless authorized by the County Fire Marshal, Entity and/or Rural Response District shall not be reimbursed for services rendered outside their designated geographical area.

3.4 Entity hereby agrees to provide the County Fire Marshal, with any and all records, reports, and documents, to include, but not limited to, statistics, data, calls for service records, dispatch logs, and any other records or other documents necessary to support the invoice or request for reimbursement as herein provided. In the absence of the Fire Marshal, said records, reports, and documents may be provided to the County Judge or his designee. The standard reimbursement request shall be timely submitted. Unless this subsection is fully complied with, reimbursements shall not be granted.

3.5 Entity agrees that in multi-agency response calls, the communications interoperability radio channels will be used as primary communications with the designated incident commander. The Incident Commander or assigned communications officer may designate user and sub-user groups as necessary.

3.6 Entity agrees to allow the County Fire Marshal, full access to any and all operational communications frequencies / talk groups, that the Entity operates on and authorize the County Fire Marshal to use

those frequencies/talk groups during a response to a designated emergency situation that the Entity responds to. This will include assigning user-identification numbers (if available) to any County Fire Marshal communications radio.

3.7 Entity agrees to practice NIMS/ICS during any multi-agency – multi-tiered response.

3.8 Entity agrees to provide its' own insurance for equipment, vehicles, and personnel used in performing any of the services described herein. Emergency vehicles and fire-fighting equipment must be owned and/or managed by the Entity. Entity agrees to provide proof of current and adequate vehicle, equipment and workmen's compensation insurance to the County upon submission of this contract or upon request from the County Fire Marshal.

3.9 During extended operations as designated by the Incident Commander, the Entity agrees to provide adequate hydration and sustenance for its firefighters/emergency response personnel.

3.10 Entity agrees that it will not cause, create or allow any type of "roving-patrols" or "smoke-hunting / chasing" operations by full-time employees, volunteers or paid-volunteers, in an effort to seek out emergency responses. Any simple trash burning calls will be referred to the appropriate law enforcement agency, i.e.. Fire Marshal, Constable Office or Sheriff's Office, unless the Roving preventive fire patrol activity is requested and authorized by the Fire Marshal in writing during an emergency situation, burn ban period, or fireworks ban period.

COUNTY RESPONSIBILITIES

4.1 In consideration for the Entity's Rural Emergency Services, the County will reimburse the Entity in the manner provided herein.

4.2 The County shall designate a person and office that shall be known as the County Fire Marshal and County Fire Marshal's Office, who shall have the following responsibilities;

4.2.1 **ADMINISTRATION**

a. Administration of Fire Marshal's Office

b. Cause Burn Ban Signs (during designated times) to be displayed in conspicuous locations at all major roadway entrances to the County.

c. Commercial Building Inspections

d. Fire Safety Inspections

e. Adult and Child Day Care Facility Inspections

f. Health Care Facility Inspections

g. Existing and New Construction Inspections

h. Implementation and Enforcement of the most current version of the International Fire Code.

i. Issuance and Regulation of Burn Permits in Rural County areas

j. Monitor weather conditions and cause burn bans and fireworks bans to be enacted by the Commissioners Court, as appropriate.

k. Plat/Plan Reviews and approvals

l.

4.2.2 **INVESTIGATIONS**

a. Conduct Fire Investigations

b. Assist and guide other law enforcement agencies with Fire Code violations and enforcement.

c. Provide Information and Reports

d. Provide assistance to municipal departments with Fire Investigations, upon request.

e. Issue Citations, make arrests, and file criminal cases as appropriate.

4.2.3 **FIRE PREVENTION**

a. Plan, coordinate and direct activities.

b. Conduct and participate in training with all Fire Departments.

c. Acquire and maintain equipment.

d. Conduct public education.

e. Perform fire safety presentations.

4.2.4 **ADMINISTER RURAL EMERGENCY SERVICES CONTRACT**

a. Review and process all requests for reimbursements.

b. Will confer with appropriate Fire Chief on any discrepancies on requests for reimbursement.

c. Shall determine if a Rural Response District may respond to a XXX outside of the Rural Response Districts' geographical area as delineated and depicted in Exhibit "C".

4.2.5 **RESPONSE**

a. When requested, respond to a fire scene within a reasonable time to conduct an investigation into the cause of the fire.

b. Will respond to any major incidents.

c. Will integrate into the NIMS/ICS structure as appropriate

d. Will assist the Incident Commander with any duties as assigned.

e. Will provide Law Enforcement assistance/coordination as needed

5.0 LIABILITY

5.1 Entity and County agree pursuant to Section 352.004, Texas Local Government Code that the acts of any person or persons travelling to or from or in a manner as defined in Section 3, shall be deemed as the acts of agents or employees of the County in all respects, notwithstanding such person or persons may otherwise be employees or firefighters of the Entity.

5.2 The County of Hidalgo and Entity agree that they will provide general liability insurance coverage for liabilities caused by vehicles, equipment, and personnel. Entity shall be responsible for any damage to its vehicles or equipment used in performing services under this Agreement. Each party agrees that it shall provide general liability insurance coverage for the action of their respective employees and firefighters.

5.3 Nothing herein shall be construed to prevent either party from becoming self-insured. Each Entity participating and entering into this contract must provide written proof of

insurance to the County when submitting the contract for approval. Upon request by the County or it's duly authorized representative, the Entity must provide documentation of completion of any other State or Federal fire-fighting training requirements.

5.4 If either party cannot acquire the insurance required herein, this Agreement shall be void and the parties shall negotiate their respective obligations regarding emergency services response in the rural areas of Hidalgo County at the time. If at any time during the year the respective Entity loses its insurance capacity, it must immediately report this to the Fire Marshal and cease any responses to their assigned Rural Response District.

6.0 REIMBURSEMENT PLAN

6.1 County shall reimburse Entity for services provided hereunder in a lump sum with payment to be made monthly as follows:

6.1.1 Entity shall keep true and accurate records of all rural emergency services provided hereunder and shall submit, on a monthly basis (within a reasonable time), any Rural Emergency Service Incident Reports to the County Fire Marshal, reporting is a condition precedent to receiving payments from the County. The Rural Emergency Service Incident Report form(s), and supporting documents as listed in Section 3.4 shall be required as part of the monthly report. Accident Prevention Plan documentation is required from any Entity that utilized the County Worker's Compensation Policy, as described in Section 5.3.

6.1.2 County shall communicate and provide a written itemized list of emergency services not approved for reimbursement or any change in the reimbursement rate / category to the Entity with an explanation for the disapproval or change to the Fire Chief of entity for his approval or challenge within fourteen (14) working days of receipt of invoices from Entity.

6.1.3. County Fire Marshal shall accumulate records of all rural emergency service responses provided by all Entity(s) within Hidalgo County and shall calculate the amount due each Entity.

a. Any and all disputes of Entity reports shall be addressed directly to the Fire Marshal and/or the Entity in writing.

b. If a resolution of dispute for emergency response services cannot be reached, the reporting Entity may appeal to the Hidalgo County Commissioner's Court.

6.1.4. For all rural emergency calls serviced by the Entity within its emergency response district, Entity shall receive a monthly lump-sum payment for all authorized services, corresponding to that year, in accordance with the following payment schedule and categories;

(6.1.4.I.)	**CATEGORY I (CI)**	**Flat rate of $1,100.00 per incident.**
(6.1.4.II.)	**CATEGORY II (CII)**	**Flat Rate of $ 550.00 per incident**
(6.1.4.III.)	**CATEGORY III (CIII)**	**Flat Rate of $ 250.00 per incident.**

6.1.4.I. CATEGORY I. A rate of $ 1,100.00 per incident, as set forth, shall apply, during the terms of this Contract for:

.1 **FIREFIGHTING STRUCTURAL / COMMERCIAL VEHICLE** (as primary department)

.2 **HAZARDOUS MATERIALS (TECHNICIAN LEVEL)**

.3 **MASS CASUALTY**

.4 **RESCUE CALLS**

.5 **VEHICULAR EXTRICATION**

.6 **PUBLIC WORKS RESPONSE**

.7 **REGIONAL MEDICAL RESPONSE TEAM**

.8 **SECONDARY CITY/ENTITY** (in place of primary department.)

.9 **SPECIAL SITUATIONS**

.10 **GRASS / BRUSH WILDLAND FIRE**

.11 **REGIONAL RESPONSE TEAM**

6.1.4.II. CATEGORY II. A rate of $ 550.00 per incident, as set forth, shall apply, during the terms of this Contract for:

.1 **MEDICAL CALL**

.2 **MUTUAL AID**

.3 **MOTOR VEHICLE ACCIDENT (PATIENT PACKAGING, SECURE VEHICLE)**

.4 **LAW ENFORCEMENT ASSISTANCE**

.5 **RECOVERY CALL – BODY**

.6 **TRAFFIC CONTROL**

.7 **WASH DOWN**

.8 **BEE ATTACK**

.9 **PETROLEUM BASED INCIDENT STANDBY**

.10 **WIRELINE INCIDENTS (ALL TYPES)**

6.1.4. III CATEGORY III. A Rate of $ 250.00 per incident, as set forth, shall apply, during the terms of this Contract for:

.1 **LANDING ZONE**

.2 **HAZARDOUS MATERIALS (AWARENESS/OPERATIONS LEVEL)**

.3 **FALSE ALARM CALL**

.4 **GOOD INTENT CALLS**

.5 **SERVICE CALLS**

.6 **RUBBISH FIRE(S)(AUTHORIZED/UNAUTHORIZED CONTROLLED FIRE, PRESCRIBED BURN)**

.7 **PALM TREE FIRE (NON-MOVING VEGITATION)**

7.0. ASSIGNMENT

In the event a Rural Fire District(s) is created for the rural, non-incorporated areas of Hidalgo County, this contract may be assigned by County to such District, and Entity shall look solely to the District(s) to perform and assume all Obligations and Responsibilities of County.

8.0. AUDIT

Any and all requests from Entity for reimbursement from County or any past reimbursements made under this contract or its predecessors shall be subject to audit by the County Auditor's Office, and/or the Fire Marshal. Should an audit procedure be invoked, Entity agrees to provide any and all records, photographs, videos, or other documents, pertaining to any request or claim for reimbursement made or paid hereunder that are requested by the Auditor or Fire Marshal. Should the County Auditor determine that any payments made were not properly claimed under the terms of this contract, Entity agrees to remit the amount of payments so found by the County Auditor to the County within ten (10) working days, following the date of receipt of Entity of County Auditors written determination of same.

9.0. MISCELLANEOUS

9.1 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 the 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.

9.2 NO WAIVER. No waiver by any party hereto of any breach of any provision of this Agreement shall be deemed to be a waiver of any preceding or succeeding breach of the same or any other provision hereof.**9.3 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 indirectly 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. This Agreement supersedes any and all agreements by and between the parties hereto. All previous agreements concerning the subject matter hereof between the parties are terminated as of the date of this Agreement.

9.4 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.

9.5 NOTICE. Except as may be otherwise specifically provided in this Agreement, all notices, demands, request for 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 pre-paid and addressed to the parties at the addresses set forth below, or at such other addresses as may have been therefore specified by written notice delivered in accordance herewith:

If to Entity _____

_____

_____, Texas _____

If to County: County of Hidalgo
Ramon Garcia, County Judge
100 E. Cano St. 2nd Floor, Edinburg, Texas 78539 or
P.O. Box 1356, Edinburg, Texas 78540

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 of 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.

9.6 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.

9.7 SUCCESSORS. This agreement shall be binding upon and insure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors, and assigns where permitted by this Agreement.

9.8 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.

9.9 GENDER and NUMBER. All pronouns used in this Agreement shall include the other gender, whether used in the masculine, feminine, or neutral gender, and the singular shall include the plural whenever and as often as may be appropriate.

9.10 AUTHORITY TO EXECUTE. The execution and performance of this Agreement by each of the parties hereto has been duly authorized by all necessary laws, resolutions, ordinances, or governing body action, and the Agreement constitutes, the valid and enforceable obligations of the parties hereto in accordance with its terms.

9.11 PERFORMANCE of GOVERNMENT FUNCTIONS. Each party hereto is entering into this Agreement for the purpose of providing for governmental services or functions, and will pay for such services out of current revenues available to the paying party as herein provided.

9.12 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.

9.13 COMMITMENT of CURRENT REVENUES. In the event that, during any term hereof, the Commissioners Court does not appropriate sufficient funds to meet the obligations of County under this Agreement, County may terminate this Agreement upon ninety (90) days written notice to Company. County agrees, however, to use reasonable efforts to secure funds necessary for the continued performance of this Agreement. The parties intend this provision to be a continuing right to terminate this Agreement at the expiration of each budget period of County pursuant to the provisions of Tex. Loc. Govt. Code Ann. ' 271.903 (Vernon Supp. 1996).

9.14 MUTUAL INDEMNIFICATION. Without waiving its sovereign immunity, and to the extent provided by law, each party shall indemnify and hold harmless each other, its officers, officials, and employees from and against all claims and liabilities of any nature or kind, including costs and expenses for or on account of any claims, damages, losses, or expenses of any character whatsoever resulting in whole or in part from the negligent performance or omission of either party's employees or representatives connected with the activities described herein.

WITNESS THE HANDS OF THE PARTIES

(In duplicate originals effective on the day both parties' signatures are executed.

CITY OF ALTON

_____ _____

By: **Date**

ATTEST:

_____

City Secretary

COUNTY OF HIDALGO

_____ _____

Ramon Garcia, County Judge **Date**

ATTEST:

_____

Arturo Guajardo, Jr., County Clerk

Approved as to Form:

Office of Criminal District Attorney's Office
Ricardo Rodriguez, Jr.

By: _____
Victor M. Garza, Assistant District Attorney

EXHIBIT "A"

Rural Emergency Service Incident Report

(FORM MUST BE COMPLETED IN INK OR TYPED ON ALL INCIDENTS FOR REIMBURSEMENT) (Exhibit A)

DEPARTMENT: _____ COUNTY INCIDENT: _____

DATE :_____ ALARM TIME :_____ ARRIVAL TIME: _____ DEPART TIME: _____

SITUATION REPORTED:_____ SITUATION FOUND:_____

MUTUAL AID: _____ GIVEN: _____ RECEIVED: _____ DEPARTMENT: _____

_____ NON-APPLICABLE DEPARTMENT: _____

CALLER NAME: _____ REQUESTING PERSON: _____

CALLER NAME: _____

CALLER ADDRESS: _____ OTHER: _____ PHONE: _____

CALLER PHONE: _____ WALK-IN: _____

INCIDENT LOCATION: _____

OCCUPANT NAME: _____ OWNER NAME: _____

OWNER ADDRESS: _____

OWNER PHONE #: _____ OCCUPANT PHONE #: _____

INCIDENT CAUSE: _____

TYPE OF ACTION TAKEN: _____

UNITS RESPONDING: _____ UNITS COMMITTED: _____

OF PERSONNEL:_____ MILEAGE (ROUND TRIP):_____ ADVISED COUNTY FIRE MARSHAL: YES _____ NO: _____

COMMENTS:

_____

_____

_____

INCIDENT COMMANDER: _____ REPORT PREPARED BY: _____

ESTIMATED $ LOSS: _____ ATTEST: _____
FIRE CHIEF

REIMBURSEMENT REQUESTED: _____$250.00 _____$550.00 _____$1,100.00

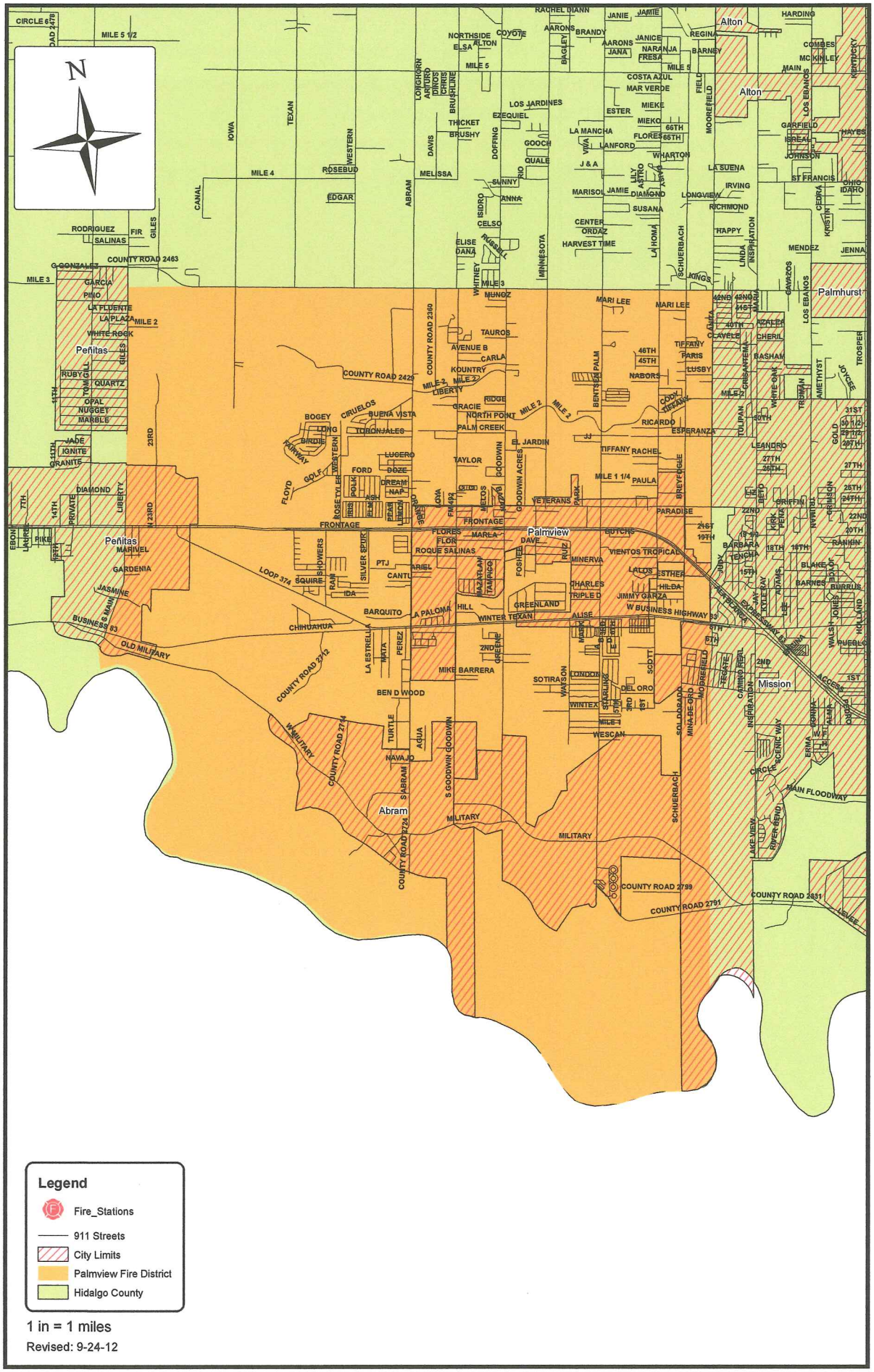
HCFMO Approval Amount: _____$250.00 _____$550.00 _____$1,100.00

EXHIBIT "B"

PAY OUT PLAN:			
	2016	2017	2018
CATEGORY I	$ 1,100	$ 1,250	$ 1,375
CATEGORY II	$ 550	$ 600	$ 665
CATEGORY II	$ 250	$ 275	$ 300

EXHIBIT "C"

Palmview Fire District



Interlocal Cooperation Agreement between City of La Villa and Hidalgo County, Texas.

STATE OF TEXAS

COUNTY OF HIDALGO

THIS Interlocal Cooperation Agreement is made on the 1 day of **December,** by and between the COUNTY OF HIDALGO, TEXAS, hereafter called County, and the City of **La Villa,** TEXAS, a municipal corporation/non-incorporated area hereinafter called CITY/ENTITY, is made under the authority of Chapter 791.001, Texas Government Code to be effective on the 1 day of **January, 2016**.

Entity and County are authorized to enter into this Agreement pursuant to the Interlocal Cooperation Act, Texas Government Code 791.001 et seq., which authorizes local governments to contract with each other to perform Governmental functions under the terms of the Act.

1.0 TERMS

1.1 This contract shall be for a period commencing on **January 1, 2016**, and shall terminate on **January 1, 2019**.

1.2 After **January 1, 2019**, this Contract, unless terminated as provided elsewhere shall be renewed on a month-to-month basis, under the same fee(s), rate(s), term and conditions of this agreement, until re-negotiated by mutual consent of both parties.

1.3 Either party has the option to terminate this Contract without cause by written notification, to the other on sixty (60) day notice.

1.4 The Rural Emergency Service Incident Report (Exhibit "A") form must be utilized as part of the monthly report submitted to the County Fire Marshal or his designee.

1.5 Any modifications to invoices shall be approved by both parties. Denial of any reimbursement shall be made within fourteen (14) working days after receipt of such invoice by the County Fire Marshal. Invoices which are approved shall be paid no later than thirty (30) days upon receipt of invoice by County.

1.6 Commencing on the 1 day of **January** 2016 and on each anniversary of that date thereafter, the parties hereinafter agree to an annual increase as identified in (Exhibit "B").

2.0 DEFINITIONS

BEE ATTACK – Any response to a situation where there is an on-going attack on person(s), domestic animal(s), and/or livestock, or a recent attack that requires first responder entrance into the immediate scene to rescue any person(s.) **EXCLUDING** situations of bee removal of hazards where no attack is in progress, or sustained at the time of response.

CATEGORY – All responses shall be categorized in a category that will be enumerated as I, II, III. Categories are designed to simplify reporting, queries and reimbursement requests.

COUNTY FIRE MARSHAL – the person appointed by the Commissioners Court in accordance with LGC 352 who is responsible for the administration of fire investigations, fire safety inspections, and fire prevention activities, administration of the Rural Emergency Services Contract and enforcement of the most recently adopted International Fire Code. This is a Sworn position.

ENTITY - Parent organization of Fire Department whose members are full time, part time, paid or unpaid volunteers and for the purposes of this contract includes any elements from any public works department that are requested or deployed to assist with the suppression, control or extinguishment of a fire.

COUNTY FIRE INVESTIGATORS – Those officers designated as such, by the County Fire Marshal that are responsible for all duties which may be assigned by the County Fire Marshal.

CHIEF DEPUTY / DEPUTY FIRE MARSHAL – Those officers designated and commissioned by the County Fire Marshal that are responsible for all duties which may be assigned by the County Fire Marshal.

FALSE ALARM CALL - Any emergency response to a mischievous or malicious call, or false call; or fire alarm system malfunctions that require fire personnel to investigate the scene or incident to make a determination as to whether or not there is a fire. If there are two or more alarms at the same location for the same reason, and from the same source, the responding Entity shall notify the Fire Marshal by the next working date.

FIREFIGHTING – Any working Structural or Commercial Vehicle fire upon arrival, a petroleum based fire **EXCLUDING** rubbish fire(s) (trash fire), or Authorized, Unauthorized Uncontrolled/ controlled land clearing fire(s).

GOOD INTENT CALLS – Any emergency call response where fire personnel were summoned, but were not required dealing with the incident, there was no actual incident, where no actual services, investigation, or standby was rendered or needed. Response to this type of call must come through a dispatch point.

HAZARDOUS MATERIAL FIRST RESPONDER INCIDENT – any response to any incident at the first responder (awareness, and operations) level, as defined by the Environmental Protection Agency and/or the Texas Commission on Environmental Quality and includes, hazardous material Identification, low level containment / Mitigation, i.e. fuel spills, from any vehicle, including motor vehicles, trains, motorcycle or aircraft.

HAZARDOUS MATERIAL TECHNICIAN LEVEL INCIDENT– any response to any incident at the Technician level, as defined by the Environmental Protection Agency and/or the Texas Commission on Environmental Quality and includes, hazardous material Identification via Monitoring / Identification devices, and or specialized equipment for such purposes, High level containment / Mitigation, i.e. Solid, Liquid, Gas (Vapor) Chemical / Fuel spills from and structure, vehicle, and or storage type facility..

INCORPORATED AREA - any area(s) within Hidalgo County that exist at time of execution thereof, and as they may be amended by reasons of annexation and/or de-annexation of property by any respective city.

LAW ENFORCEMENT ASSISTANCE – any non-fire assistance requested by County, State, or Federal Law Enforcement Agency, and includes, but is not limited to – vehicle recovery (water), crowd control, and "standing-by" for any situation in pursuance of a law enforcement, and or Investigative mission **EXCLUDING** MVA duties (traffic Control, washdowns, patient packaging).

MASS CASUALTY INCIDENT – all emergency rescues and/or recovery of victims, eight (8) victims or more, from any major incident or accident, i.e. Haz-Mat, aircraft, any passenger transportation bus, regardless of cause, building collapse, or assembly area.

MEDICAL CALL – In an emergency situation, under exigent circumstances, where there is a delayed response by the contracted EMS provider (Greater than 20 Minutes) and the situation dictates immediate medical attention due to the delay by the EMS provider **excluding** immediate first aid to stabilize a victim at a scene, when already on scene. This section is not to be construed as a reimbursement plan for a fire-based department that operates an emergency medical service (EMS) otherwise covered by any other contracts that are already in place.

MUTUAL AID – A Primary Entity response to an emergency event where the situation is of such magnitude , either upon arrival or during the actual response, that the primary city/entity must declare a multiple alarm and request response from one or more Secondary Entity(s) and such assistance is necessary to control, extinguish, or otherwise assist with the response. This includes any element of public works that is called upon to help mitigate the emergency. The call for additional resources made by the Primary Entity from the Secondary Entity may be based on the extenuating circumstances, and may be made by the on-scene incident commander, and must go through a dispatch point with approval from the most senior officer that is on duty for the Entity. The Fire Marshal may authorize and/or request mutual aid at any time whether or not on-scene, when the request is made directly to them. Secondary entities may be reimbursed at the same rate as the primary entity upon approval of the Fire Marshal, when sufficiently documented as a "Special Situation".

NATURAL VEGETATION – The plants of an area or region, collectively – any plant life, present in or produced by nature, whether growing or not. Fuel for a wild-land or grass fire.

OPERATIONAL PERIOD – 12 hour standard as recognized by the National Incident Management system.

PETROLEUM BASED INCIDENT – any incident or fire whose main fuel source includes natural gas, liquefied gas, crude or refined oil or any other petroleum based product that may be used or processed as fuel or as a precursor for fuel. It also includes any storage container, conveyance of said

product, whether by motor vehicle, pipeline or any other type of transport medium **EXCLUDING** propane tanks used for residential or commercial service (100lbs or under).

PRIMARY ENTITY – the Entity who is a party to this contract with the County that is assigned to respond as the lead fire-based response agency to an area where the emergency occurred as per Section II, Paragraph A, of this contract. This may be based on geographical assignments or capability.

PUBLIC WORKS RESPONSE – Any incident response that requires operational support elements from what is commonly referred to as Public Works, to respond to an emergency situation, to help mitigate, control, or otherwise facilitate the overall response. This response may only be requested and authorized by the on-scene Incident Commander through the Fire Marshal.

RECOVERY CALL – Body - Any recovery of a deceased victim.

REIMBURSEMENT PLAN – method by which a Entity is reimbursed by the County for emergency services rendered in any rural area within Hidalgo County.

REGIONAL RESPONSE TEAM – response to any special situation to provide tactical rescue assistance and support for any first responder regardless of discipline. Regional Response Teams are based and maintained from the Lower Rio Grande Valley Development Council (LRGVDC) Homeland Security Association Committee (HSAC).

RESPONSE AREA – the geographical area assigned to the Entity within the rural areas of the County, wherein the respective Entity Shall be responsible for primary response to an emergency call for service.

RUBBISH – trash, garbage, brush, grass or other unwanted things, and includes any tangible item discarded, collected, or recycled arranged as to burn for cleaning / clearing as a part of a controlled situation, whether permitted or not.

RURAL AREA – any non-incorporated areas within Hidalgo County, as they exist at the time of execution thereof, and as they may be amended by reasons of annexation and/or de-annexation of

property by any respective city or any incorporated area within Hidalgo County that does not provide its own emergency services or response.

RURAL RESPONSE DISTRICT – The area designated for the respective Primary Entity for emergency response within a delineated geographical area as depicted and described in Exhibit "B", attached hereof. The rural response district may be amended from time to time pursuant to Section3.2.

SEARCH and RESCUE CALLS – all rescues of person(s) living , from water, high angle, confined space, or all rescue/extrication of person(s) from entanglement, entrapment, enclosed areas, elevators, building collapse **EXCLUDING** Recovery, and/or Vehicle Extrication.

SECONDARY CITY – the Entity who is a party to a cooperative agreement with the County and is assigned or requested to respond to assist the primary city in any type of emergency response to an area where the emergency occurred (Mutual Aid). The response may occur anywhere within the rural County and may be based on geographical assignment or capability **EXCLUDING** all aid to other Jurisdictions in their city limits.

SERVICE CALLS – any call involving unauthorized burning, smoke scare, mischievous or malicious calls, and alarm system malfunctions requiring fire personnel to deal with an incident, but where no actual services, investigation or standby was rendered or needed.

SPECIAL SITUATIONS – Any situation in which the Entity performed in a manner that is not covered in any of the above described situations, or for an extended period of time. The Fire Chief must justify the exigent circumstances for the response to the incident and reason for reimbursement request. If the response by the Entity covers two or more operational periods, this fee may charged per day, above and beyond any other fees. The Fire Chief shall seek authorization from the County Fire Marshal, or his representative, justifying the exigent circumstances for the response to the incident prior to responding to a special situation. If authorized by the County Fire Marshal and if the response by the Entity covers two or more operational periods, this fee may be charged per day, above and beyond any other fees.

STRUCTURE – any construction within reason, or any production or piece of work artificially built or composed of parts joined together in some definite manner, that is built, under construction or constructed and it includes any edifice, or building of any kind.

TRAFFIC CONTROL – Any incident response where the nature of the call is strictly for traffic control assistance.

MOTOR VEHICULAR ACCIDENT (MVA) – any motor vehicle or automobile collision regardless of amount of or type of vehicles involved, where services other than "VEHICULAR EXTRICATION" is performed.

VEHICULAR EXTRICATION – any emergency extrication of person(s) with the use of specialized hydraulic, and or manual tools from wreckage entanglement as a result of an automobile collision, regardless of motor vehicle type.

VEHICLE FIRE -A working fire – upon arrival that involves any vehicle fire. (i.e. Semi-Truck and or Trailer, Transport Vehicle, Service Vehicles, commuter bus or personal vehicle, car, truck, van).

WASH DOWN – Any hazardous based spill where there is no fire and the spill is under thirty-five (35) gallons. I.e. roadway, parking lots, etc. that requires a wash down – no vehicular accident.

WILDLAND FIRE - Any fire occurring in vegetative areas regardless of ignition sources, damages or benefits. An uncontrolled fire in grassland, brush-land, or land sown to crops. For the purposes of this contract any fire within the confines of the above definitions that requires an emergency response of an entity **excluding** prescribed type Brush land clearing operation or rubbish fire(s).

WIRELINE INCIDENTS (All TYPES) – where the response is of such nature that there is a "downed-wire" or "low-hanging wire" or energized or with or without fire- and the responding Entity must standby and await the arrival of a utility company or responding Entity must remove, and or mitigate the non-emergency situation. Any situation where there is immediate danger to the public from an electrical wire, and the situation dictate immediate traffic control, or public redirection or any situation where there is no immediate danger to the public from an electrical wire, and the situation

does not dictate immediate traffic control, or public redirection. Where the entity is not required to stand-by for the service company.

3.0 ENTITY RESPONSIBILITIES

3.1 Entity hereby agrees to provide emergency fire response based services, if resources are available, to the geographically assigned Rural Response District, within the County, as may be required by the County Fire Marshal or otherwise as delineated within this contract.

3.2 Entity hereby agrees to the designation of Primary (response) within their designated Rural Response District as depicted in the attached map, as Exhibit "C". Each Entity Rural Response District may be amended from time to time during the period of this contract by annexation or de-annexation of property by any respective city(s), or by agreement of the County Fire Marshal, and Fire Chief(s) responsible for the existing Rural Response District. The Response Districts and assigned Entity will be provided to the designated 911 Coordinator and the Sheriff's Office. A map depicting the Rural Response Districts of all participating Entity(s) shall be maintained and provided upon request by the County Fire Marshal, at their designated office.

3.3 Entity hereby agrees to seek authorization from the County Fire Marshal **PRIOR** to responding to a XXX outside of the Rural Response Districts' geographical area as delineated and depicted in Exhibit "B". Unless authorized by the County Fire Marshal, Entity and/or Rural Response District shall not be reimbursed for services rendered outside their designated geographical area.

3.4 Entity hereby agrees to provide the County Fire Marshal, with any and all records, reports, and documents, to include, but not limited to, statistics, data, calls for service records, dispatch logs, and any other records or other documents necessary to support the invoice or request for reimbursement as herein provided. In the absence of the Fire Marshal, said records, reports, and documents may be provided to the County Judge or his designee. The standard reimbursement request shall be timely submitted. Unless this subsection is fully complied with, reimbursements shall not be granted.

3.5 Entity agrees that in multi-agency response calls, the communications interoperability radio channels will be used as primary communications with the designated incident commander. The Incident Commander or assigned communications officer may designate user and sub-user groups as necessary.

3.6 Entity agrees to allow the County Fire Marshal, full access to any and all operational communications frequencies / talk groups, that the Entity operates on and authorize the County Fire Marshal to use

those frequencies/talk groups during a response to a designated emergency situation that the Entity responds to. This will include assigning user-identification numbers (if available) to any County Fire Marshal communications radio.

3.7 Entity agrees to practice NIMS/ICS during any multi-agency – multi-tiered response.

3.8 Entity agrees to provide its' own insurance for equipment, vehicles, and personnel used in performing any of the services described herein. Emergency vehicles and fire-fighting equipment must be owned and/or managed by the Entity. Entity agrees to provide proof of current and adequate vehicle, equipment and workmen's compensation insurance to the County upon submission of this contract or upon request from the County Fire Marshal.

3.9 During extended operations as designated by the Incident Commander, the Entity agrees to provide adequate hydration and sustenance for its firefighters/emergency response personnel.

3.10 Entity agrees that it will not cause, create or allow any type of "roving-patrols" or "smoke-hunting / chasing" operations by full-time employees, volunteers or paid-volunteers, in an effort to seek out emergency responses. Any simple trash burning calls will be referred to the appropriate law enforcement agency, i.e.. Fire Marshal, Constable Office or Sheriff's Office, unless the Roving preventive fire patrol activity is requested and authorized by the Fire Marshal in writing during an emergency situation, burn ban period, or fireworks ban period.

COUNTY RESPONSIBILITIES

4.1 In consideration for the Entity's Rural Emergency Services, the County will reimburse the Entity in the manner provided herein.

4.2 The County shall designate a person and office that shall be known as the County Fire Marshal and County Fire Marshal's Office, who shall have the following responsibilities;

4.2.1 **ADMINISTRATION**

a. Administration of Fire Marshal's Office

b. Cause Burn Ban Signs (during designated times) to be displayed in conspicuous locations at all major roadway entrances to the County.

c. Commercial Building Inspections

d. Fire Safety Inspections

e. Adult and Child Day Care Facility Inspections

f. Health Care Facility Inspections

g. Existing and New Construction Inspections

h. Implementation and Enforcement of the most current version of the International Fire Code.

i. Issuance and Regulation of Burn Permits in Rural County areas

j. Monitor weather conditions and cause burn bans and fireworks bans to be enacted by the Commissioners Court, as appropriate.

k. Plat/Plan Reviews and approvals

l.

4.2.2 **INVESTIGATIONS**

a. Conduct Fire Investigations

b. Assist and guide other law enforcement agencies with Fire Code violations and enforcement.

c. Provide Information and Reports

d. Provide assistance to municipal departments with Fire Investigations, upon request.

e. Issue Citations, make arrests, and file criminal cases as appropriate.

4.2.3 **FIRE PREVENTION**

a. Plan, coordinate and direct activities.

b. Conduct and participate in training with all Fire Departments.

c. Acquire and maintain equipment.

d. Conduct public education.

e. Perform fire safety presentations.

4.2.4 **ADMINISTER RURAL EMERGENCY SERVICES CONTRACT**

a. Review and process all requests for reimbursements.

b. Will confer with appropriate Fire Chief on any discrepancies on requests for reimbursement.

c. Shall determine if a Rural Response District may respond to a XXX outside of the Rural Response Districts' geographical area as delineated and depicted in Exhibit "C".

4.2.5 **RESPONSE**

a. When requested, respond to a fire scene within a reasonable time to conduct an investigation into the cause of the fire.

b. Will respond to any major incidents.

c. Will integrate into the NIMS/ICS structure as appropriate

d. Will assist the Incident Commander with any duties as assigned.

e. Will provide Law Enforcement assistance/coordination as needed

5.0 LIABILITY

5.1 Entity and County agree pursuant to Section 352.004, Texas Local Government Code that the acts of any person or persons travelling to or from or in a manner as defined in Section 3, shall be deemed as the acts of agents or employees of the County in all respects, notwithstanding such person or persons may otherwise be employees or firefighters of the Entity.

5.2 The County of Hidalgo and Entity agree that they will provide general liability insurance coverage for liabilities caused by vehicles, equipment, and personnel. Entity shall be responsible for any damage to its vehicles or equipment used in performing services under this Agreement. Each party agrees that it shall provide general liability insurance coverage for the action of their respective employees and firefighters.

5.3 Nothing herein shall be construed to prevent either party from becoming self-insured. Each Entity participating and entering into this contract must provide written proof of

insurance to the County when submitting the contract for approval. Upon request by the County or it's duly authorized representative, the Entity must provide documentation of completion of any other State or Federal fire-fighting training requirements.

5.4 If either party cannot acquire the insurance required herein, this Agreement shall be void and the parties shall negotiate their respective obligations regarding emergency services response in the rural areas of Hidalgo County at the time. If at any time during the year the respective Entity loses its insurance capacity, it must immediately report this to the Fire Marshal and cease any responses to their assigned Rural Response District.

6.0 REIMBURSEMENT PLAN

6.1 County shall reimburse Entity for services provided hereunder in a lump sum with payment to be made monthly as follows:

6.1.1 Entity shall keep true and accurate records of all rural emergency services provided hereunder and shall submit, on a monthly basis (within a reasonable time), any Rural Emergency Service Incident Reports to the County Fire Marshal, reporting is a condition precedent to receiving payments from the County. The Rural Emergency Service Incident Report form(s), and supporting documents as listed in Section 3.4 shall be required as part of the monthly report. Accident Prevention Plan documentation is required from any Entity that utilized the County Worker's Compensation Policy, as described in Section 5.3.

6.1.2 County shall communicate and provide a written itemized list of emergency services not approved for reimbursement or any change in the reimbursement rate / category to the Entity with an explanation for the disapproval or change to the Fire Chief of entity for his approval or challenge within fourteen (14) working days of receipt of invoices from Entity.

6.1.3. County Fire Marshal shall accumulate records of all rural emergency service responses provided by all Entity(s) within Hidalgo County and shall calculate the amount due each Entity.

a. Any and all disputes of Entity reports shall be addressed directly to the Fire Marshal and/or the Entity in writing.

b. If a resolution of dispute for emergency response services cannot be reached, the reporting Entity may appeal to the Hidalgo County Commissioner's Court.

6.1.4. For all rural emergency calls serviced by the Entity within its emergency response district, Entity shall receive a monthly lump-sum payment for all authorized services, corresponding to that year, in accordance with the following payment schedule and categories;

(6.1.4.I.)	**CATEGORY I (CI)**	**Flat rate of $1,100.00 per incident.**
(6.1.4.II.)	**CATEGORY II (CII)**	**Flat Rate of $ 550.00 per incident**
(6.1.4.III.)	**CATEGORY III (CIII)**	**Flat Rate of $ 250.00 per incident.**

6.1.4.I. CATEGORY I. A rate of $ 1,100.00 per incident, as set forth, shall apply, during the terms of this Contract for:

.1 **FIREFIGHTING STRUCTURAL / COMMERCIAL VEHICLE** (as primary department)

.2 **HAZARDOUS MATERIALS (TECHNICIAN LEVEL)**

.3 **MASS CASUALTY**

.4 **RESCUE CALLS**

.5 **VEHICULAR EXTRICATION**

.6 **PUBLIC WORKS RESPONSE**

.7 **REGIONAL MEDICAL RESPONSE TEAM**

.8 **SECONDARY CITY/ENTITY** (in place of primary department.)

.9 **SPECIAL SITUATIONS**

.10 **GRASS / BRUSH WILDLAND FIRE**

.11 **REGIONAL RESPONSE TEAM**

6.1.4.II. CATEGORY II. A rate of $ 550.00 per incident, as set forth, shall apply, during the terms of this Contract for:

.1 **MEDICAL CALL**

.2 **MUTUAL AID**

.3 **MOTOR VEHICLE ACCIDENT (PATIENT PACKAGING, SECURE VEHICLE)**

.4 **LAW ENFORCEMENT ASSISTANCE**

.5 **RECOVERY CALL – BODY**

.6 **TRAFFIC CONTROL**

.7 **WASH DOWN**

.8 **BEE ATTACK**

.9 **PETROLEUM BASED INCIDENT STANDBY**

.10 **WIRELINE INCIDENTS (ALL TYPES)**

6.1.4. III CATEGORY III. A Rate of $ 250.00 per incident, as set forth, shall apply, during the terms of this Contract for:

.1 **LANDING ZONE**

.2 **HAZARDOUS MATERIALS (AWARENESS/OPERATIONS LEVEL)**

.3 **FALSE ALARM CALL**

.4 **GOOD INTENT CALLS**

.5 **SERVICE CALLS**

.6 **RUBBISH FIRE(S)(AUTHORIZED/UNAUTHORIZED CONTROLLED FIRE, PRESCRIBED BURN)**

.7 **PALM TREE FIRE (NON-MOVING VEGITATION)**

7.0. ASSIGNMENT

In the event a Rural Fire District(s) is created for the rural, non-incorporated areas of Hidalgo County, this contract may be assigned by County to such District, and Entity shall look solely to the District(s) to perform and assume all Obligations and Responsibilities of County.

8.0. AUDIT

Any and all requests from Entity for reimbursement from County or any past reimbursements made under this contract or its predecessors shall be subject to audit by the County Auditor's Office, and/or the Fire Marshal. Should an audit procedure be invoked, Entity agrees to provide any and all records, photographs, videos, or other documents, pertaining to any request or claim for reimbursement made or paid hereunder that are requested by the Auditor or Fire Marshal. Should the County Auditor determine that any payments made were not properly claimed under the terms of this contract, Entity agrees to remit the amount of payments so found by the County Auditor to the County within ten (10) working days, following the date of receipt of Entity of County Auditors written determination of same.

9.0. MISCELLANEOUS

9.1 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 the 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.

9.2 NO WAIVER. No waiver by any party hereto of any breach of any provision of this Agreement shall be deemed to be a waiver of any preceding or succeeding breach of the same or any other provision hereof.**9.3 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 indirectly 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. This Agreement supersedes any and all agreements by and between the parties hereto. All previous agreements concerning the subject matter hereof between the parties are terminated as of the date of this Agreement.

9.4 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.

9.5 NOTICE. Except as may be otherwise specifically provided in this Agreement, all notices, demands, request for 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 pre-paid and addressed to the parties at the addresses set forth below, or at such other addresses as may have been therefore specified by written notice delivered in accordance herewith:

If to Entity _____

_____

_____, Texas _____

If to County: County of Hidalgo
Ramon Garcia, County Judge
100 E. Cano St. 2nd Floor, Edinburg, Texas 78539 or
P.O. Box 1356, Edinburg, Texas 78540

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 of 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.

9.6 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.

9.7 SUCCESSORS. This agreement shall be binding upon and insure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors, and assigns where permitted by this Agreement.

9.8 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.

9.9 GENDER and NUMBER. All pronouns used in this Agreement shall include the other gender, whether used in the masculine, feminine, or neutral gender, and the singular shall include the plural whenever and as often as may be appropriate.

9.10 AUTHORITY TO EXECUTE. The execution and performance of this Agreement by each of the parties hereto has been duly authorized by all necessary laws, resolutions, ordinances, or governing body action, and the Agreement constitutes, the valid and enforceable obligations of the parties hereto in accordance with its terms.

9.11 PERFORMANCE of GOVERNMENT FUNCTIONS. Each party hereto is entering into this Agreement for the purpose of providing for governmental services or functions, and will pay for such services out of current revenues available to the paying party as herein provided.

9.12 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.

9.13 COMMITMENT of CURRENT REVENUES. In the event that, during any term hereof, the Commissioners Court does not appropriate sufficient funds to meet the obligations of County under this Agreement, County may terminate this Agreement upon ninety (90) days written notice to Company. County agrees, however, to use reasonable efforts to secure funds necessary for the continued performance of this Agreement. The parties intend this provision to be a continuing right to terminate this Agreement at the expiration of each budget period of County pursuant to the provisions of Tex. Loc. Govt. Code Ann. ' 271.903 (Vernon Supp. 1996).

9.14 MUTUAL INDEMNIFICATION. Without waiving its sovereign immunity, and to the extent provided by law, each party shall indemnify and hold harmless each other, its officers, officials, and employees from and against all claims and liabilities of any nature or kind, including costs and expenses for or on account of any claims, damages, losses, or expenses of any character whatsoever resulting in whole or in part from the negligent performance or omission of either party's employees or representatives connected with the activities described herein.

WITNESS THE HANDS OF THE PARTIES

(In duplicate originals effective on the day both parties' signatures are executed.

CITY OF ALTON

_____ _____

By: **Date**

ATTEST:

_____

City Secretary

COUNTY OF HIDALGO

_____ _____

Ramon Garcia, County Judge **Date**

ATTEST:

_____

Arturo Guajardo, Jr., County Clerk

Approved as to Form:

Office of Criminal District Attorney's Office
Ricardo Rodriguez, Jr.

By: _____
Victor M. Garza, Assistant District Attorney

EXHIBIT "A"

Rural Emergency Service Incident Report

(FORM MUST BE COMPLETED IN INK OR TYPED ON ALL INCIDENTS FOR REIMBURSEMENT) (Exhibit A)

DEPARTMENT: _____ COUNTY INCIDENT: _____

DATE :_____ ALARM TIME :_____ ARRIVAL TIME: _____ DEPART TIME: _____

SITUATION REPORTED:_____ SITUATION FOUND:_____

MUTUAL AID: _____ GIVEN: _____ RECEIVED: _____ DEPARTMENT: _____

_____ NON-APPLICABLE DEPARTMENT: _____

CALLER NAME: _____ REQUESTING PERSON: _____

CALLER NAME: _____

CALLER ADDRESS: _____ OTHER: _____ PHONE: _____

CALLER PHONE: _____ WALK-IN: _____

INCIDENT LOCATION: _____

OCCUPANT NAME: _____ OWNER NAME: _____

OWNER ADDRESS: _____

OWNER PHONE #: _____ OCCUPANT PHONE #: _____

INCIDENT CAUSE: _____

TYPE OF ACTION TAKEN: _____

UNITS RESPONDING: _____ UNITS COMMITTED: _____

OF PERSONNEL:_____ MILEAGE (ROUND TRIP):_____ ADVISED COUNTY FIRE MARSHAL: YES _____ NO: _____

COMMENTS:

_____

_____

_____

INCIDENT COMMANDER: _____ REPORT PREPARED BY: _____

ESTIMATED $ LOSS: _____ ATTEST: _____
FIRE CHIEF

REIMBURSEMENT REQUESTED: _____$250.00 _____$550.00 _____$1,100.00

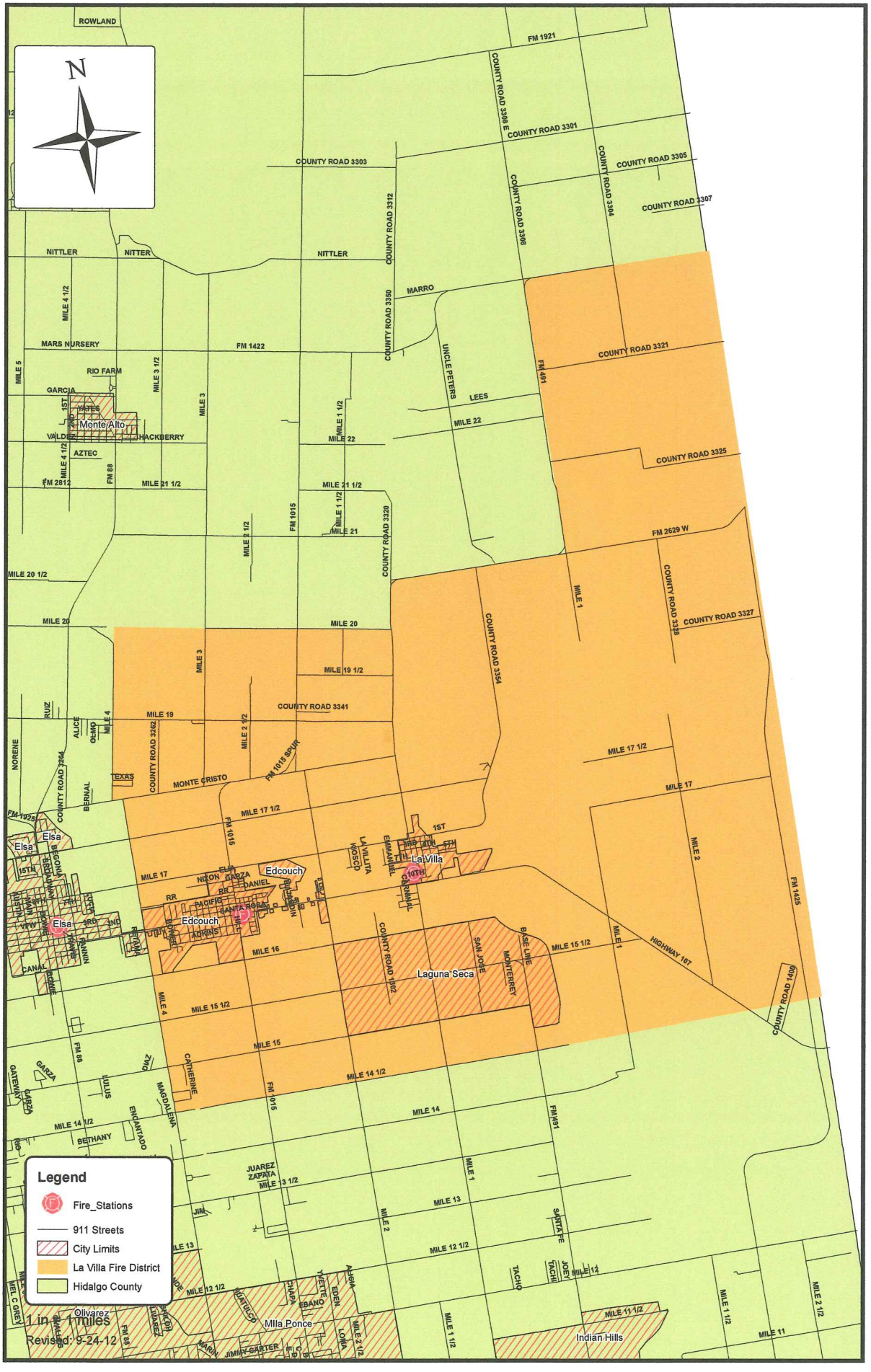
HCFMO Approval Amount: _____$250.00 _____$550.00 _____$1,100.00

EXHIBIT "B"

PAY OUT PLAN:			
	2016	2017	2018
CATEGORY I	$ 1,100	$ 1,250	$ 1,375
CATEGORY II	$ 550	$ 600	$ 665
CATEGORY II	$ 250	$ 275	$ 300

EXHIBIT "C"

La Villa Fire District



Interlocal Cooperation Agreement between City of La Joya and Hidalgo County, Texas.

STATE OF TEXAS

COUNTY OF HIDALGO

THIS Interlocal Cooperation Agreement is made on the **1** day of **December,** by and between the COUNTY OF HIDALGO, TEXAS, hereafter called County, and the City of **La Joya,** TEXAS, a municipal corporation/non-incorporated area hereinafter called CITY/ENTITY, is made under the authority of Chapter 791.001, Texas Government Code to be effective on the **1** day of **January, 2016**.

Entity and County are authorized to enter into this Agreement pursuant to the Interlocal Cooperation Act, Texas Government Code 791.001 et seq., which authorizes local governments to contract with each other to perform Governmental functions under the terms of the Act.

1.0 TERMS

1.1 This contract shall be for a period commencing on **January 1, 2016**, and shall terminate on **January 1, 2019**.

1.2 After **January 1, 2019**, this Contract, unless terminated as provided elsewhere shall be renewed on a month-to-month basis, under the same fee(s), rate(s), term and conditions of this agreement, until re-negotiated by mutual consent of both parties.

1.3 Either party has the option to terminate this Contract without cause by written notification, to the other on sixty (60) day notice.

1.4 The Rural Emergency Service Incident Report (Exhibit "A") form must be utilized as part of the monthly report submitted to the County Fire Marshal or his designee.

1.5 Any modifications to invoices shall be approved by both parties. Denial of any reimbursement shall be made within fourteen (14) working days after receipt of such invoice by the County Fire Marshal. Invoices which are approved shall be paid no later than thirty (30) days upon receipt of invoice by County.

1.6 Commencing on the **1** day of **January** 2016 and on each anniversary of that date thereafter, the parties hereinafter agree to an annual increase as identified in (Exhibit "B").

2.0 DEFINITIONS

BEE ATTACK – Any response to a situation where there is an on-going attack on person(s), domestic animal(s), and/or livestock, or a recent attack that requires first responder entrance into the immediate scene to rescue any person(s.) **EXCLUDING** situations of bee removal of hazards where no attack is in progress, or sustained at the time of response.

CATEGORY – All responses shall be categorized in a category that will be enumerated as I, II, III. Categories are designed to simplify reporting, queries and reimbursement requests.

COUNTY FIRE MARSHAL – the person appointed by the Commissioners Court in accordance with LGC 352 who is responsible for the administration of fire investigations, fire safety inspections, and fire prevention activities, administration of the Rural Emergency Services Contract and enforcement of the most recently adopted International Fire Code. This is a Sworn position.

ENTITY - Parent organization of Fire Department whose members are full time, part time, paid or unpaid volunteers and for the purposes of this contract includes any elements from any public works department that are requested or deployed to assist with the suppression, control or extinguishment of a fire.

COUNTY FIRE INVESTIGATORS – Those officers designated as such, by the County Fire Marshal that are responsible for all duties which may be assigned by the County Fire Marshal.

CHIEF DEPUTY / DEPUTY FIRE MARSHAL – Those officers designated and commissioned by the County Fire Marshal that are responsible for all duties which may be assigned by the County Fire Marshal.

FALSE ALARM CALL - Any emergency response to a mischievous or malicious call, or false call; or fire alarm system malfunctions that require fire personnel to investigate the scene or incident to make a determination as to whether or not there is a fire. If there are two or more alarms at the same location for the same reason, and from the same source, the responding Entity shall notify the Fire Marshal by the next working date.

FIREFIGHTING – Any working Structural or Commercial Vehicle fire upon arrival, a petroleum based fire **EXCLUDING** rubbish fire(s) (trash fire), or Authorized, Unauthorized Uncontrolled/ controlled land clearing fire(s).

GOOD INTENT CALLS – Any emergency call response where fire personnel were summoned, but were not required dealing with the incident, there was no actual incident, where no actual services, investigation, or standby was rendered or needed. Response to this type of call must come through a dispatch point.

HAZARDOUS MATERIAL FIRST RESPONDER INCIDENT – any response to any incident at the first responder (awareness, and operations) level, as defined by the Environmental Protection Agency and/or the Texas Commission on Environmental Quality and includes, hazardous material Identification, low level containment / Mitigation, i.e. fuel spills, from any vehicle, including motor vehicles, trains, motorcycle or aircraft.

HAZARDOUS MATERIAL TECHNICIAN LEVEL INCIDENT– any response to any incident at the Technician level, as defined by the Environmental Protection Agency and/or the Texas Commission on Environmental Quality and includes, hazardous material Identification via Monitoring / Identification devices, and or specialized equipment for such purposes, High level containment / Mitigation, i.e. Solid, Liquid, Gas (Vapor) Chemical / Fuel spills from and structure, vehicle, and or storage type facility..

INCORPORATED AREA - any area(s) within Hidalgo County that exist at time of execution thereof, and as they may be amended by reasons of annexation and/or de-annexation of property by any respective city.

LAW ENFORCEMENT ASSISTANCE – any non-fire assistance requested by County, State, or Federal Law Enforcement Agency, and includes, but is not limited to – vehicle recovery (water), crowd control, and "standing-by" for any situation in pursuance of a law enforcement, and or Investigative mission **EXCLUDING** MVA duties (traffic Control, washdowns, patient packaging).

MASS CASUALTY INCIDENT – all emergency rescues and/or recovery of victims, eight (8) victims or more, from any major incident or accident, i.e. Haz-Mat, aircraft, any passenger transportation bus, regardless of cause, building collapse, or assembly area.

MEDICAL CALL – In an emergency situation, under exigent circumstances, where there is a delayed response by the contracted EMS provider (Greater than 20 Minutes) and the situation dictates immediate medical attention due to the delay by the EMS provider **excluding** immediate first aid to stabilize a victim at a scene, when already on scene. This section is not to be construed as a reimbursement plan for a fire-based department that operates an emergency medical service (EMS) otherwise covered by any other contracts that are already in place.

MUTUAL AID – A Primary Entity response to an emergency event where the situation is of such magnitude , either upon arrival or during the actual response, that the primary city/entity must declare a multiple alarm and request response from one or more Secondary Entity(s) and such assistance is necessary to control, extinguish, or otherwise assist with the response. This includes any element of public works that is called upon to help mitigate the emergency. The call for additional resources made by the Primary Entity from the Secondary Entity may be based on the extenuating circumstances, and may be made by the on-scene incident commander, and must go through a dispatch point with approval from the most senior officer that is on duty for the Entity. The Fire Marshal may authorize and/or request mutual aid at any time whether or not on-scene, when the request is made directly to them. Secondary entities may be reimbursed at the same rate as the primary entity upon approval of the Fire Marshal, when sufficiently documented as a "Special Situation".

NATURAL VEGETATION – The plants of an area or region, collectively – any plant life, present in or produced by nature, whether growing or not. Fuel for a wild-land or grass fire.

OPERATIONAL PERIOD – 12 hour standard as recognized by the National Incident Management system.

PETROLEUM BASED INCIDENT – any incident or fire whose main fuel source includes natural gas, liquefied gas, crude or refined oil or any other petroleum based product that may be used or processed as fuel or as a precursor for fuel. It also includes any storage container, conveyance of said

product, whether by motor vehicle, pipeline or any other type of transport medium **EXCLUDING** propane tanks used for residential or commercial service (100lbs or under).

PRIMARY ENTITY – the Entity who is a party to this contract with the County that is assigned to respond as the lead fire-based response agency to an area where the emergency occurred as per Section II, Paragraph A, of this contract. This may be based on geographical assignments or capability.

PUBLIC WORKS RESPONSE – Any incident response that requires operational support elements from what is commonly referred to as Public Works, to respond to an emergency situation, to help mitigate, control, or otherwise facilitate the overall response. This response may only be requested and authorized by the on-scene Incident Commander through the Fire Marshal.

RECOVERY CALL – Body - Any recovery of a deceased victim.

REIMBURSEMENT PLAN – method by which a Entity is reimbursed by the County for emergency services rendered in any rural area within Hidalgo County.

REGIONAL RESPONSE TEAM – response to any special situation to provide tactical rescue assistance and support for any first responder regardless of discipline. Regional Response Teams are based and maintained from the Lower Rio Grande Valley Development Council (LRGVDC) Homeland Security Association Committee (HSAC).

RESPONSE AREA – the geographical area assigned to the Entity within the rural areas of the County, wherein the respective Entity Shall be responsible for primary response to an emergency call for service.

RUBBISH – trash, garbage, brush, grass or other unwanted things, and includes any tangible item discarded, collected, or recycled arranged as to burn for cleaning / clearing as a part of a controlled situation, whether permitted or not.

RURAL AREA – any non-incorporated areas within Hidalgo County, as they exist at the time of execution thereof, and as they may be amended by reasons of annexation and/or de-annexation of

property by any respective city or any incorporated area within Hidalgo County that does not provide its own emergency services or response.

RURAL RESPONSE DISTRICT – The area designated for the respective Primary Entity for emergency response within a delineated geographical area as depicted and described in Exhibit "B", attached hereof. The rural response district may be amended from time to time pursuant to Section3.2.

SEARCH and RESCUE CALLS – all rescues of person(s) living , from water, high angle, confined space, or all rescue/extrication of person(s) from entanglement, entrapment, enclosed areas, elevators, building collapse **EXCLUDING** Recovery, and/or Vehicle Extrication.

SECONDARY CITY – the Entity who is a party to a cooperative agreement with the County and is assigned or requested to respond to assist the primary city in any type of emergency response to an area where the emergency occurred (Mutual Aid). The response may occur anywhere within the rural County and may be based on geographical assignment or capability **EXCLUDING** all aid to other Jurisdictions in their city limits.

SERVICE CALLS – any call involving unauthorized burning, smoke scare, mischievous or malicious calls, and alarm system malfunctions requiring fire personnel to deal with an incident, but where no actual services, investigation or standby was rendered or needed.

SPECIAL SITUATIONS – Any situation in which the Entity performed in a manner that is not covered in any of the above described situations, or for an extended period of time. The Fire Chief must justify the exigent circumstances for the response to the incident and reason for reimbursement request. If the response by the Entity covers two or more operational periods, this fee may charged per day, above and beyond any other fees. The Fire Chief shall seek authorization from the County Fire Marshal, or his representative, justifying the exigent circumstances for the response to the incident prior to responding to a special situation. If authorized by the County Fire Marshal and if the response by the Entity covers two or more operational periods, this fee may be charged per day, above and beyond any other fees.

STRUCTURE – any construction within reason, or any production or piece of work artificially built or composed of parts joined together in some definite manner, that is built, under construction or constructed and it includes any edifice, or building of any kind.

TRAFFIC CONTROL – Any incident response where the nature of the call is strictly for traffic control assistance.

MOTOR VEHICULAR ACCIDENT (MVA) – any motor vehicle or automobile collision regardless of amount of or type of vehicles involved, where services other than "VEHICULAR EXTRICATION" is performed.

VEHICULAR EXTRICATION – any emergency extrication of person(s) with the use of specialized hydraulic, and or manual tools from wreckage entanglement as a result of an automobile collision, regardless of motor vehicle type.

VEHICLE FIRE -A working fire – upon arrival that involves any vehicle fire. (i.e. Semi-Truck and or Trailer, Transport Vehicle, Service Vehicles, commuter bus or personal vehicle, car, truck, van).

WASH DOWN – Any hazardous based spill where there is no fire and the spill is under thirty-five (35) gallons. I.e. roadway, parking lots, etc. that requires a wash down – no vehicular accident.

WILDLAND FIRE - Any fire occurring in vegetative areas regardless of ignition sources, damages or benefits. An uncontrolled fire in grassland, brush-land, or land sown to crops. For the purposes of this contract any fire within the confines of the above definitions that requires an emergency response of an entity **excluding** prescribed type Brush land clearing operation or rubbish fire(s).

WIRELINE INCIDENTS (All TYPES) – where the response is of such nature that there is a "downed-wire" or "low-hanging wire" or energized or with or without fire- and the responding Entity must standby and await the arrival of a utility company or responding Entity must remove, and or mitigate the non-emergency situation. Any situation where there is immediate danger to the public from an electrical wire, and the situation dictate immediate traffic control, or public redirection or any situation where there is no immediate danger to the public from an electrical wire, and the situation

does not dictate immediate traffic control, or public redirection. Where the entity is not required to stand-by for the service company.

3.0 ENTITY RESPONSIBILITIES

3.1 Entity hereby agrees to provide emergency fire response based services, if resources are available, to the geographically assigned Rural Response District, within the County, as may be required by the County Fire Marshal or otherwise as delineated within this contract.

3.2 Entity hereby agrees to the designation of Primary (response) within their designated Rural Response District as depicted in the attached map, as Exhibit "C". Each Entity Rural Response District may be amended from time to time during the period of this contract by annexation or de-annexation of property by any respective city(s), or by agreement of the County Fire Marshal, and Fire Chief(s) responsible for the existing Rural Response District. The Response Districts and assigned Entity will be provided to the designated 911 Coordinator and the Sheriff's Office. A map depicting the Rural Response Districts of all participating Entity(s) shall be maintained and provided upon request by the County Fire Marshal, at their designated office.

3.3 Entity hereby agrees to seek authorization from the County Fire Marshal **PRIOR** to responding to a XXX outside of the Rural Response Districts' geographical area as delineated and depicted in Exhibit "B". Unless authorized by the County Fire Marshal, Entity and/or Rural Response District shall not be reimbursed for services rendered outside their designated geographical area.

3.4 Entity hereby agrees to provide the County Fire Marshal, with any and all records, reports, and documents, to include, but not limited to, statistics, data, calls for service records, dispatch logs, and any other records or other documents necessary to support the invoice or request for reimbursement as herein provided. In the absence of the Fire Marshal, said records, reports, and documents may be provided to the County Judge or his designee. The standard reimbursement request shall be timely submitted. Unless this subsection is fully complied with, reimbursements shall not be granted.

3.5 Entity agrees that in multi-agency response calls, the communications interoperability radio channels will be used as primary communications with the designated incident commander. The Incident Commander or assigned communications officer may designate user and sub-user groups as necessary.

3.6 Entity agrees to allow the County Fire Marshal, full access to any and all operational communications frequencies / talk groups, that the Entity operates on and authorize the County Fire Marshal to use

those frequencies/talk groups during a response to a designated emergency situation that the Entity responds to. This will include assigning user-identification numbers (if available) to any County Fire Marshal communications radio.

3.7 Entity agrees to practice NIMS/ICS during any multi-agency – multi-tiered response.

3.8 Entity agrees to provide its' own insurance for equipment, vehicles, and personnel used in performing any of the services described herein. Emergency vehicles and fire-fighting equipment must be owned and/or managed by the Entity. Entity agrees to provide proof of current and adequate vehicle, equipment and workmen's compensation insurance to the County upon submission of this contract or upon request from the County Fire Marshal.

3.9 During extended operations as designated by the Incident Commander, the Entity agrees to provide adequate hydration and sustenance for its firefighters/emergency response personnel.

3.10 Entity agrees that it will not cause, create or allow any type of "roving-patrols" or "smoke-hunting / chasing" operations by full-time employees, volunteers or paid-volunteers, in an effort to seek out emergency responses. Any simple trash burning calls will be referred to the appropriate law enforcement agency, i.e.. Fire Marshal, Constable Office or Sheriff's Office, unless the Roving preventive fire patrol activity is requested and authorized by the Fire Marshal in writing during an emergency situation, burn ban period, or fireworks ban period.

COUNTY RESPONSIBILITIES

4.1 In consideration for the Entity's Rural Emergency Services, the County will reimburse the Entity in the manner provided herein.

4.2 The County shall designate a person and office that shall be known as the County Fire Marshal and County Fire Marshal's Office, who shall have the following responsibilities;

4.2.1 **ADMINISTRATION**

a. Administration of Fire Marshal's Office

b. Cause Burn Ban Signs (during designated times) to be displayed in conspicuous locations at all major roadway entrances to the County.

c. Commercial Building Inspections

d. Fire Safety Inspections

e. Adult and Child Day Care Facility Inspections

f. Health Care Facility Inspections

g. Existing and New Construction Inspections

h. Implementation and Enforcement of the most current version of the International Fire Code.

i. Issuance and Regulation of Burn Permits in Rural County areas

j. Monitor weather conditions and cause burn bans and fireworks bans to be enacted by the Commissioners Court, as appropriate.

k. Plat/Plan Reviews and approvals

l.

4.2.2 **INVESTIGATIONS**

a. Conduct Fire Investigations

b. Assist and guide other law enforcement agencies with Fire Code violations and enforcement.

c. Provide Information and Reports

d. Provide assistance to municipal departments with Fire Investigations, upon request.

e. Issue Citations, make arrests, and file criminal cases as appropriate.

4.2.3 **FIRE PREVENTION**

a. Plan, coordinate and direct activities.

b. Conduct and participate in training with all Fire Departments.

c. Acquire and maintain equipment.

d. Conduct public education.

e. Perform fire safety presentations.

4.2.4 **ADMINISTER RURAL EMERGENCY SERVICES CONTRACT**

a. Review and process all requests for reimbursements.

b. Will confer with appropriate Fire Chief on any discrepancies on requests for reimbursement.

c. Shall determine if a Rural Response District may respond to a XXX outside of the Rural Response Districts' geographical area as delineated and depicted in Exhibit "C".

4.2.5 **RESPONSE**

a. When requested, respond to a fire scene within a reasonable time to conduct an investigation into the cause of the fire.

b. Will respond to any major incidents.

c. Will integrate into the NIMS/ICS structure as appropriate

d. Will assist the Incident Commander with any duties as assigned.

e. Will provide Law Enforcement assistance/coordination as needed

5.0 LIABILITY

5.1 Entity and County agree pursuant to Section 352.004, Texas Local Government Code that the acts of any person or persons travelling to or from or in a manner as defined in Section 3, shall be deemed as the acts of agents or employees of the County in all respects, notwithstanding such person or persons may otherwise be employees or firefighters of the Entity.

5.2 The County of Hidalgo and Entity agree that they will provide general liability insurance coverage for liabilities caused by vehicles, equipment, and personnel. Entity shall be responsible for any damage to its vehicles or equipment used in performing services under this Agreement. Each party agrees that it shall provide general liability insurance coverage for the action of their respective employees and firefighters.

5.3 Nothing herein shall be construed to prevent either party from becoming self-insured. Each Entity participating and entering into this contract must provide written proof of

insurance to the County when submitting the contract for approval. Upon request by the County or it's duly authorized representative, the Entity must provide documentation of completion of any other State or Federal fire-fighting training requirements.

5.4 If either party cannot acquire the insurance required herein, this Agreement shall be void and the parties shall negotiate their respective obligations regarding emergency services response in the rural areas of Hidalgo County at the time. If at any time during the year the respective Entity loses its insurance capacity, it must immediately report this to the Fire Marshal and cease any responses to their assigned Rural Response District.

6.0 REIMBURSEMENT PLAN

6.1 County shall reimburse Entity for services provided hereunder in a lump sum with payment to be made monthly as follows:

6.1.1 Entity shall keep true and accurate records of all rural emergency services provided hereunder and shall submit, on a monthly basis (within a reasonable time), any Rural Emergency Service Incident Reports to the County Fire Marshal, reporting is a condition precedent to receiving payments from the County. The Rural Emergency Service Incident Report form(s), and supporting documents as listed in Section 3.4 shall be required as part of the monthly report. Accident Prevention Plan documentation is required from any Entity that utilized the County Worker's Compensation Policy, as described in Section 5.3.

6.1.2 County shall communicate and provide a written itemized list of emergency services not approved for reimbursement or any change in the reimbursement rate / category to the Entity with an explanation for the disapproval or change to the Fire Chief of entity for his approval or challenge within fourteen (14) working days of receipt of invoices from Entity.

6.1.3. County Fire Marshal shall accumulate records of all rural emergency service responses provided by all Entity(s) within Hidalgo County and shall calculate the amount due each Entity.

a. Any and all disputes of Entity reports shall be addressed directly to the Fire Marshal and/or the Entity in writing.

b. If a resolution of dispute for emergency response services cannot be reached, the reporting Entity may appeal to the Hidalgo County Commissioner's Court.

6.1.4. For all rural emergency calls serviced by the Entity within its emergency response district, Entity shall receive a monthly lump-sum payment for all authorized services, corresponding to that year, in accordance with the following payment schedule and categories;

(6.1.4.I.)	**CATEGORY I**	**(CI)**	**Flat rate of $1,100.00 per incident.**
(6.1.4.II.)	**CATEGORY II**	**(CII)**	**Flat Rate of $ 550.00 per incident**
(6.1.4.III.)	**CATEGORY III**	**(CIII)**	**Flat Rate of $ 250.00 per incident.**

6.1.4.I. CATEGORY I. A rate of $ 1,100.00 per incident, as set forth, shall apply, during the terms of this Contract for:

.1 **FIREFIGHTING STRUCTURAL / COMMERCIAL VEHICLE** (as primary department)

.2 **HAZARDOUS MATERIALS (TECHNICIAN LEVEL)**

.3 **MASS CASUALTY**

.4 **RESCUE CALLS**

.5 **VEHICULAR EXTRICATION**

.6 **PUBLIC WORKS RESPONSE**

.7 **REGIONAL MEDICAL RESPONSE TEAM**

.8 **SECONDARY CITY/ENTITY** (in place of primary department.)

.9 **SPECIAL SITUATIONS**

.10 **GRASS / BRUSH WILDLAND FIRE**

.11 **REGIONAL RESPONSE TEAM**

6.1.4.II. CATEGORY II. A rate of $ 550.00 per incident, as set forth, shall apply, during the terms of this Contract for:

.1 MEDICAL CALL

.2 MUTUAL AID

.3 MOTOR VEHICLE ACCIDENT (PATIENT PACKAGING, SECURE VEHICLE)

.4 LAW ENFORCEMENT ASSISTANCE

.5 RECOVERY CALL – BODY

.6 TRAFFIC CONTROL

.7 WASH DOWN

.8 BEE ATTACK

.9 PETROLEUM BASED INCIDENT STANDBY

.10 WIRELINE INCIDENTS (ALL TYPES)

6.1.4. III CATEGORY III. A Rate of $ 250.00 per incident, as set forth, shall apply, during the terms of this Contract for:

.1 LANDING ZONE

.2 HAZARDOUS MATERIALS (AWARENESS/OPERATIONS LEVEL)

.3 FALSE ALARM CALL

.4 GOOD INTENT CALLS

.5 SERVICE CALLS

.6 RUBBISH FIRE(S)(AUTHORIZED/UNAUTHORIZED CONTROLLED FIRE, PRESCRIBED BURN)

.7 PALM TREE FIRE (NON-MOVING VEGITATION)

7.0. ASSIGNMENT

In the event a Rural Fire District(s) is created for the rural, non-incorporated areas of Hidalgo County, this contract may be assigned by County to such District, and Entity shall look solely to the District(s) to perform and assume all Obligations and Responsibilities of County.

8.0. AUDIT

Any and all requests from Entity for reimbursement from County or any past reimbursements made under this contract or its predecessors shall be subject to audit by the County Auditor's Office, and/or the Fire Marshal. Should an audit procedure be invoked, Entity agrees to provide any and all records, photographs, videos, or other documents, pertaining to any request or claim for reimbursement made or paid hereunder that are requested by the Auditor or Fire Marshal. Should the County Auditor determine that any payments made were not properly claimed under the terms of this contract, Entity agrees to remit the amount of payments so found by the County Auditor to the County within ten (10) working days, following the date of receipt of Entity of County Auditors written determination of same.

9.0. MISCELLANEOUS

9.1 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 the 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.

9.2 NO WAIVER. No waiver by any party hereto of any breach of any provision of this Agreement shall be deemed to be a waiver of any preceding or succeeding breach of the same or any other provision hereof.**9.3 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 indirectly 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. This Agreement supersedes any and all agreements by and between the parties hereto. All previous agreements concerning the subject matter hereof between the parties are terminated as of the date of this Agreement.

9.4 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.

9.5 NOTICE. Except as may be otherwise specifically provided in this Agreement, all notices, demands, request for 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 pre-paid and addressed to the parties at the addresses set forth below, or at such other addresses as may have been therefore specified by written notice delivered in accordance herewith:

If to Entity _____

_____

_____, Texas _____

If to County: County of Hidalgo
Ramon Garcia, County Judge
100 E. Cano St. 2nd Floor, Edinburg, Texas 78539 or
P.O. Box 1356, Edinburg, Texas 78540

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 of 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.

9.6 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.

9.7 SUCCESSORS. This agreement shall be binding upon and insure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors, and assigns where permitted by this Agreement.

9.8 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.

9.9 GENDER and NUMBER. All pronouns used in this Agreement shall include the other gender, whether used in the masculine, feminine, or neutral gender, and the singular shall include the plural whenever and as often as may be appropriate.

9.10 AUTHORITY TO EXECUTE. The execution and performance of this Agreement by each of the parties hereto has been duly authorized by all necessary laws, resolutions, ordinances, or governing body action, and the Agreement constitutes, the valid and enforceable obligations of the parties hereto in accordance with its terms.

9.11 PERFORMANCE of GOVERNMENT FUNCTIONS. Each party hereto is entering into this Agreement for the purpose of providing for governmental services or functions, and will pay for such services out of current revenues available to the paying party as herein provided.

9.12 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.

9.13 COMMITMENT of CURRENT REVENUES. In the event that, during any term hereof, the Commissioners Court does not appropriate sufficient funds to meet the obligations of County under this Agreement, County may terminate this Agreement upon ninety (90) days written notice to Company. County agrees, however, to use reasonable efforts to secure funds necessary for the continued performance of this Agreement. The parties intend this provision to be a continuing right to terminate this Agreement at the expiration of each budget period of County pursuant to the provisions of Tex. Loc. Govt. Code Ann. ' 271.903 (Vernon Supp. 1996).

9.14 MUTUAL INDEMNIFICATION. Without waiving its sovereign immunity, and to the extent provided by law, each party shall indemnify and hold harmless each other, its officers, officials, and employees from and against all claims and liabilities of any nature or kind, including costs and expenses for or on account of any claims, damages, losses, or expenses of any character whatsoever resulting in whole or in part from the negligent performance or omission of either party's employees or representatives connected with the activities described herein.

WITNESS THE HANDS OF THE PARTIES

(In duplicate originals effective on the day both parties' signatures are executed.

CITY OF ALTON

_____ _____

By: **Date**

ATTEST:

_____

City Secretary

COUNTY OF HIDALGO

_____ _____

Ramon Garcia, County Judge **Date**

ATTEST:

_____

Arturo Guajardo, Jr., County Clerk

Approved as to Form:

Office of Criminal District Attorney's Office
Ricardo Rodriguez, Jr.

By: _____
Victor M. Garza, Assistant District Attorney

EXHIBIT "A"

Rural Emergency Service Incident Report

(FORM MUST BE COMPLETED IN INK OR TYPED ON ALL INCIDENTS FOR REIMBURSEMENT) (Exhibit A)

DEPARTMENT: _____ COUNTY INCIDENT: _____

DATE :_____ ALARM TIME :_____ ARRIVAL TIME: _____ DEPART TIME: _____

SITUATION REPORTED:_____ SITUATION FOUND:_____

MUTUAL AID: _____ GIVEN: _____ RECEIVED: _____ DEPARTMENT: _____

_____ NON-APPLICABLE DEPARTMENT: _____

CALLER NAME: _____ REQUESTING PERSON: _____

CALLER NAME: _____

CALLER ADDRESS: _____ OTHER: _____ PHONE: _____

CALLER PHONE: _____ WALK-IN: _____

INCIDENT LOCATION: _____

OCCUPANT NAME: _____ OWNER NAME: _____

OWNER ADDRESS: _____

OWNER PHONE #: _____ OCCUPANT PHONE #: _____

INCIDENT CAUSE: _____

TYPE OF ACTION TAKEN: _____

UNITS RESPONDING: _____ UNITS COMMITTED: _____

OF PERSONNEL:_____ MILEAGE (ROUND TRIP):_____ ADVISED COUNTY FIRE MARSHAL: YES _____ NO: _____

COMMENTS:

_____

_____

_____

INCIDENT COMMANDER: _____ REPORT PREPARED BY: _____

ESTIMATED $ LOSS: _____ ATTEST: _____
FIRE CHIEF

REIMBURSEMENT REQUESTED: _____$250.00 _____$550.00 _____$1,100.00

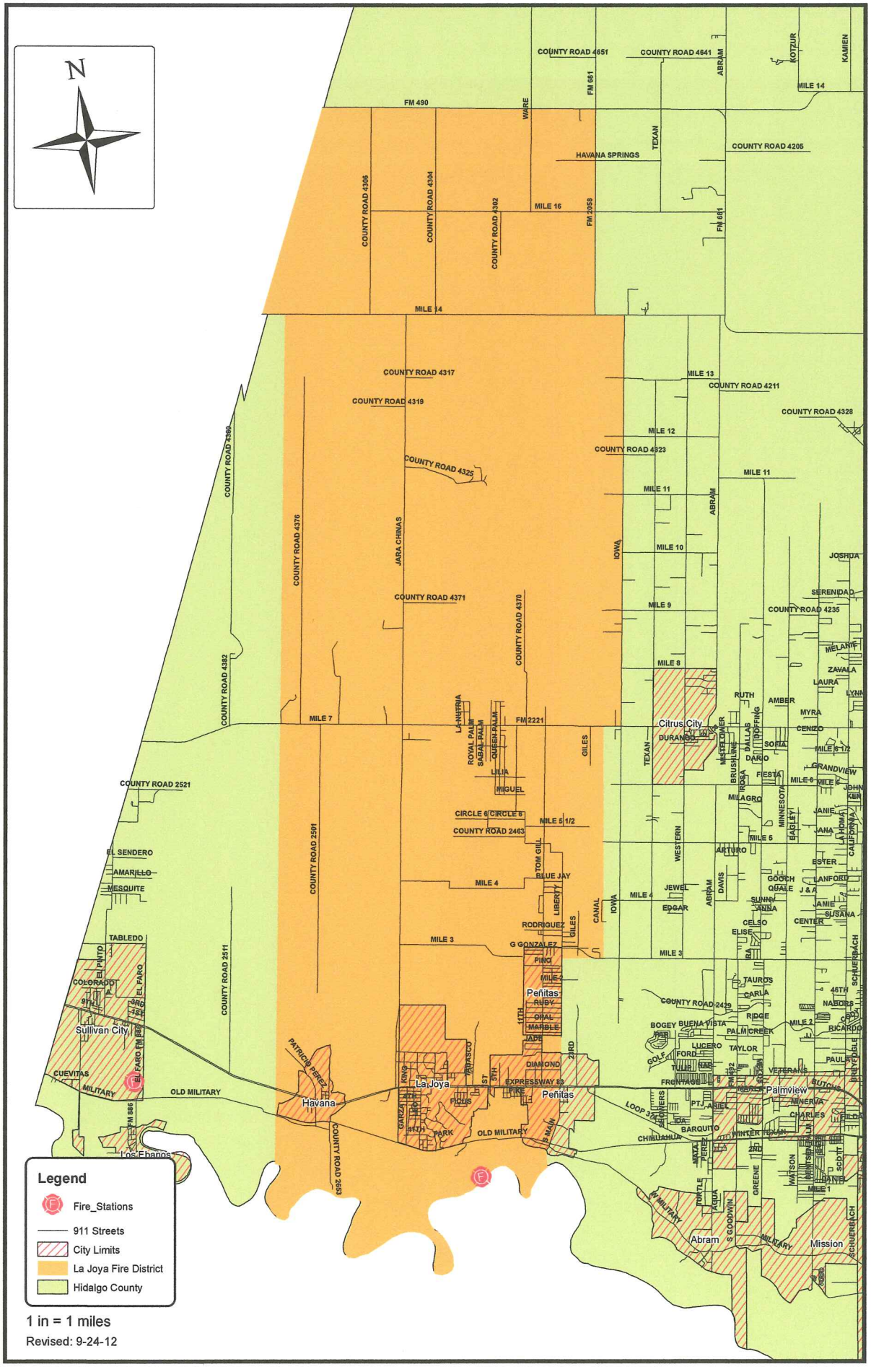
HCFMO Approval Amount: _____$250.00 _____$550.00 _____$1,100.00

EXHIBIT "B"

PAY OUT PLAN:			
	2016	2017	2018
CATEGORY I	$ 1,100	$ 1,250	$ 1,375
CATEGORY II	$ 550	$ 600	$ 665
CATEGORY II	$ 250	$ 275	$ 300

EXHIBIT "C"

La Joya Fire District



Interlocal Cooperation Agreement between City of Mercedes and Hidalgo County, Texas.

STATE OF TEXAS

COUNTY OF HIDALGO

THIS Interlocal Cooperation Agreement is made on the **1** day of **December,** by and between the COUNTY OF HIDALGO, TEXAS, hereafter called County, and the City of **Mercedes,** TEXAS, a municipal corporation/non-incorporated area hereinafter called CITY/ENTITY, is made under the authority of Chapter 791.001, Texas Government Code to be effective on the **1** day of **January, 2016**.

Entity and County are authorized to enter into this Agreement pursuant to the Interlocal Cooperation Act, Texas Government Code 791.001 et seq., which authorizes local governments to contract with each other to perform Governmental functions under the terms of the Act.

1.0 TERMS

1.1 This contract shall be for a period commencing on **January 1, 2016**, and shall terminate on **January 1, 2019**.

1.2 After **January 1, 2019**, this Contract, unless terminated as provided elsewhere shall be renewed on a month-to-month basis, under the same fee(s), rate(s), term and conditions of this agreement, until re-negotiated by mutual consent of both parties.

1.3 Either party has the option to terminate this Contract without cause by written notification, to the other on sixty (60) day notice.

1.4 The Rural Emergency Service Incident Report (Exhibit "A") form must be utilized as part of the monthly report submitted to the County Fire Marshal or his designee.

1.5 Any modifications to invoices shall be approved by both parties. Denial of any reimbursement shall be made within fourteen (14) working days after receipt of such invoice by the County Fire Marshal. Invoices which are approved shall be paid no later than thirty (30) days upon receipt of invoice by County.

1.6 Commencing on the **1** day of **January** 2016 and on each anniversary of that date thereafter, the parties hereinafter agree to an annual increase as identified in (Exhibit "B").

2.0 DEFINITIONS

BEE ATTACK – Any response to a situation where there is an on-going attack on person(s), domestic animal(s), and/or livestock, or a recent attack that requires first responder entrance into the immediate scene to rescue any person(s.) **EXCLUDING** situations of bee removal of hazards where no attack is in progress, or sustained at the time of response.

CATEGORY – All responses shall be categorized in a category that will be enumerated as I, II, III. Categories are designed to simplify reporting, queries and reimbursement requests.

COUNTY FIRE MARSHAL – the person appointed by the Commissioners Court in accordance with LGC 352 who is responsible for the administration of fire investigations, fire safety inspections, and fire prevention activities, administration of the Rural Emergency Services Contract and enforcement of the most recently adopted International Fire Code. This is a Sworn position.

ENTITY - Parent organization of Fire Department whose members are full time, part time, paid or unpaid volunteers and for the purposes of this contract includes any elements from any public works department that are requested or deployed to assist with the suppression, control or extinguishment of a fire.

COUNTY FIRE INVESTIGATORS – Those officers designated as such, by the County Fire Marshal that are responsible for all duties which may be assigned by the County Fire Marshal.

CHIEF DEPUTY / DEPUTY FIRE MARSHAL – Those officers designated and commissioned by the County Fire Marshal that are responsible for all duties which may be assigned by the County Fire Marshal.

FALSE ALARM CALL - Any emergency response to a mischievous or malicious call, or false call; or fire alarm system malfunctions that require fire personnel to investigate the scene or incident to make a determination as to whether or not there is a fire. If there are two or more alarms at the same location for the same reason, and from the same source, the responding Entity shall notify the Fire Marshal by the next working date.

FIREFIGHTING – Any working Structural or Commercial Vehicle fire upon arrival, a petroleum based fire **EXCLUDING** rubbish fire(s) (trash fire), or Authorized, Unauthorized Uncontrolled/ controlled land clearing fire(s).

GOOD INTENT CALLS – Any emergency call response where fire personnel were summoned, but were not required dealing with the incident, there was no actual incident, where no actual services, investigation, or standby was rendered or needed. Response to this type of call must come through a dispatch point.

HAZARDOUS MATERIAL FIRST RESPONDER INCIDENT – any response to any incident at the first responder (awareness, and operations) level, as defined by the Environmental Protection Agency and/or the Texas Commission on Environmental Quality and includes, hazardous material Identification, low level containment / Mitigation, i.e. fuel spills, from any vehicle, including motor vehicles, trains, motorcycle or aircraft.

HAZARDOUS MATERIAL TECHNICIAN LEVEL INCIDENT– any response to any incident at the Technician level, as defined by the Environmental Protection Agency and/or the Texas Commission on Environmental Quality and includes, hazardous material Identification via Monitoring / Identification devices, and or specialized equipment for such purposes, High level containment / Mitigation, i.e. Solid, Liquid, Gas (Vapor) Chemical / Fuel spills from and structure, vehicle, and or storage type facility..

INCORPORATED AREA - any area(s) within Hidalgo County that exist at time of execution thereof, and as they may be amended by reasons of annexation and/or de-annexation of property by any respective city.

LAW ENFORCEMENT ASSISTANCE – any non-fire assistance requested by County, State, or Federal Law Enforcement Agency, and includes, but is not limited to – vehicle recovery (water), crowd control, and "standing-by" for any situation in pursuance of a law enforcement, and or Investigative mission **EXCLUDING** MVA duties (traffic Control, washdowns, patient packaging).

MASS CASUALTY INCIDENT – all emergency rescues and/or recovery of victims, eight (8) victims or more, from any major incident or accident, i.e. Haz-Mat, aircraft, any passenger transportation bus, regardless of cause, building collapse, or assembly area.

MEDICAL CALL – In an emergency situation, under exigent circumstances, where there is a delayed response by the contracted EMS provider (Greater than 20 Minutes) and the situation dictates immediate medical attention due to the delay by the EMS provider **excluding** immediate first aid to stabilize a victim at a scene, when already on scene. This section is not to be construed as a reimbursement plan for a fire-based department that operates an emergency medical service (EMS) otherwise covered by any other contracts that are already in place.

MUTUAL AID – A Primary Entity response to an emergency event where the situation is of such magnitude , either upon arrival or during the actual response, that the primary city/entity must declare a multiple alarm and request response from one or more Secondary Entity(s) and such assistance is necessary to control, extinguish, or otherwise assist with the response. This includes any element of public works that is called upon to help mitigate the emergency. The call for additional resources made by the Primary Entity from the Secondary Entity may be based on the extenuating circumstances, and may be made by the on-scene incident commander, and must go through a dispatch point with approval from the most senior officer that is on duty for the Entity. The Fire Marshal may authorize and/or request mutual aid at any time whether or not on-scene, when the request is made directly to them. Secondary entities may be reimbursed at the same rate as the primary entity upon approval of the Fire Marshal, when sufficiently documented as a "Special Situation".

NATURAL VEGETATION – The plants of an area or region, collectively – any plant life, present in or produced by nature, whether growing or not. Fuel for a wild-land or grass fire.

OPERATIONAL PERIOD – 12 hour standard as recognized by the National Incident Management system.

PETROLEUM BASED INCIDENT – any incident or fire whose main fuel source includes natural gas, liquefied gas, crude or refined oil or any other petroleum based product that may be used or processed as fuel or as a precursor for fuel. It also includes any storage container, conveyance of said

product, whether by motor vehicle, pipeline or any other type of transport medium **EXCLUDING** propane tanks used for residential or commercial service (100lbs or under).

PRIMARY ENTITY – the Entity who is a party to this contract with the County that is assigned to respond as the lead fire-based response agency to an area where the emergency occurred as per Section II, Paragraph A, of this contract. This may be based on geographical assignments or capability.

PUBLIC WORKS RESPONSE – Any incident response that requires operational support elements from what is commonly referred to as Public Works, to respond to an emergency situation, to help mitigate, control, or otherwise facilitate the overall response. This response may only be requested and authorized by the on-scene Incident Commander through the Fire Marshal.

RECOVERY CALL – Body - Any recovery of a deceased victim.

REIMBURSEMENT PLAN – method by which a Entity is reimbursed by the County for emergency services rendered in any rural area within Hidalgo County.

REGIONAL RESPONSE TEAM – response to any special situation to provide tactical rescue assistance and support for any first responder regardless of discipline. Regional Response Teams are based and maintained from the Lower Rio Grande Valley Development Council (LRGVDC) Homeland Security Association Committee (HSAC).

RESPONSE AREA – the geographical area assigned to the Entity within the rural areas of the County, wherein the respective Entity Shall be responsible for primary response to an emergency call for service.

RUBBISH – trash, garbage, brush, grass or other unwanted things, and includes any tangible item discarded, collected, or recycled arranged as to burn for cleaning / clearing as a part of a controlled situation, whether permitted or not.

RURAL AREA – any non-incorporated areas within Hidalgo County, as they exist at the time of execution thereof, and as they may be amended by reasons of annexation and/or de-annexation of

property by any respective city or any incorporated area within Hidalgo County that does not provide its own emergency services or response.

RURAL RESPONSE DISTRICT – The area designated for the respective Primary Entity for emergency response within a delineated geographical area as depicted and described in Exhibit "B", attached hereof. The rural response district may be amended from time to time pursuant to Section3.2.

SEARCH and RESCUE CALLS – all rescues of person(s) living , from water, high angle, confined space, or all rescue/extrication of person(s) from entanglement, entrapment, enclosed areas, elevators, building collapse **EXCLUDING** Recovery, and/or Vehicle Extrication.

SECONDARY CITY – the Entity who is a party to a cooperative agreement with the County and is assigned or requested to respond to assist the primary city in any type of emergency response to an area where the emergency occurred (Mutual Aid). The response may occur anywhere within the rural County and may be based on geographical assignment or capability **EXCLUDING** all aid to other Jurisdictions in their city limits.

SERVICE CALLS – any call involving unauthorized burning, smoke scare, mischievous or malicious calls, and alarm system malfunctions requiring fire personnel to deal with an incident, but where no actual services, investigation or standby was rendered or needed.

SPECIAL SITUATIONS – Any situation in which the Entity performed in a manner that is not covered in any of the above described situations, or for an extended period of time. The Fire Chief must justify the exigent circumstances for the response to the incident and reason for reimbursement request. If the response by the Entity covers two or more operational periods, this fee may charged per day, above and beyond any other fees. The Fire Chief shall seek authorization from the County Fire Marshal, or his representative, justifying the exigent circumstances for the response to the incident prior to responding to a special situation. If authorized by the County Fire Marshal and if the response by the Entity covers two or more operational periods, this fee may be charged per day, above and beyond any other fees.

STRUCTURE – any construction within reason, or any production or piece of work artificially built or composed of parts joined together in some definite manner, that is built, under construction or constructed and it includes any edifice, or building of any kind.

TRAFFIC CONTROL – Any incident response where the nature of the call is strictly for traffic control assistance.

MOTOR VEHICULAR ACCIDENT (MVA) – any motor vehicle or automobile collision regardless of amount of or type of vehicles involved, where services other than "VEHICULAR EXTRICATION" is performed.

VEHICULAR EXTRICATION – any emergency extrication of person(s) with the use of specialized hydraulic, and or manual tools from wreckage entanglement as a result of an automobile collision, regardless of motor vehicle type.

VEHICLE FIRE -A working fire – upon arrival that involves any vehicle fire. (i.e. Semi-Truck and or Trailer, Transport Vehicle, Service Vehicles, commuter bus or personal vehicle, car, truck, van).

WASH DOWN – Any hazardous based spill where there is no fire and the spill is under thirty-five (35) gallons. I.e. roadway, parking lots, etc. that requires a wash down – no vehicular accident.

WILDLAND FIRE - Any fire occurring in vegetative areas regardless of ignition sources, damages or benefits. An uncontrolled fire in grassland, brush-land, or land sown to crops. For the purposes of this contract any fire within the confines of the above definitions that requires an emergency response of an entity **excluding** prescribed type Brush land clearing operation or rubbish fire(s).

WIRELINE INCIDENTS (All TYPES) – where the response is of such nature that there is a "downed-wire" or "low-hanging wire" or energized or with or without fire- and the responding Entity must standby and await the arrival of a utility company or responding Entity must remove, and or mitigate the non-emergency situation. Any situation where there is immediate danger to the public from an electrical wire, and the situation dictate immediate traffic control, or public redirection or any situation where there is no immediate danger to the public from an electrical wire, and the situation

does not dictate immediate traffic control, or public redirection. Where the entity is not required to stand-by for the service company.

3.0 ENTITY RESPONSIBILITIES

3.1 Entity hereby agrees to provide emergency fire response based services, if resources are available, to the geographically assigned Rural Response District, within the County, as may be required by the County Fire Marshal or otherwise as delineated within this contract.

3.2 Entity hereby agrees to the designation of Primary (response) within their designated Rural Response District as depicted in the attached map, as Exhibit "C". Each Entity Rural Response District may be amended from time to time during the period of this contract by annexation or de-annexation of property by any respective city(s), or by agreement of the County Fire Marshal, and Fire Chief(s) responsible for the existing Rural Response District. The Response Districts and assigned Entity will be provided to the designated 911 Coordinator and the Sheriff's Office. A map depicting the Rural Response Districts of all participating Entity(s) shall be maintained and provided upon request by the County Fire Marshal, at their designated office.

3.3 Entity hereby agrees to seek authorization from the County Fire Marshal **PRIOR** to responding to a XXX outside of the Rural Response Districts' geographical area as delineated and depicted in Exhibit "B". Unless authorized by the County Fire Marshal, Entity and/or Rural Response District shall not be reimbursed for services rendered outside their designated geographical area.

3.4 Entity hereby agrees to provide the County Fire Marshal, with any and all records, reports, and documents, to include, but not limited to, statistics, data, calls for service records, dispatch logs, and any other records or other documents necessary to support the invoice or request for reimbursement as herein provided. In the absence of the Fire Marshal, said records, reports, and documents may be provided to the County Judge or his designee. The standard reimbursement request shall be timely submitted. Unless this subsection is fully complied with, reimbursements shall not be granted.

3.5 Entity agrees that in multi-agency response calls, the communications interoperability radio channels will be used as primary communications with the designated incident commander. The Incident Commander or assigned communications officer may designate user and sub-user groups as necessary.

3.6 Entity agrees to allow the County Fire Marshal, full access to any and all operational communications frequencies / talk groups, that the Entity operates on and authorize the County Fire Marshal to use

those frequencies/talk groups during a response to a designated emergency situation that the Entity responds to. This will include assigning user-identification numbers (if available) to any County Fire Marshal communications radio.

3.7 Entity agrees to practice NIMS/ICS during any multi-agency – multi-tiered response.

3.8 Entity agrees to provide its' own insurance for equipment, vehicles, and personnel used in performing any of the services described herein. Emergency vehicles and fire-fighting equipment must be owned and/or managed by the Entity. Entity agrees to provide proof of current and adequate vehicle, equipment and workmen's compensation insurance to the County upon submission of this contract or upon request from the County Fire Marshal.

3.9 During extended operations as designated by the Incident Commander, the Entity agrees to provide adequate hydration and sustenance for its firefighters/emergency response personnel.

3.10 Entity agrees that it will not cause, create or allow any type of "roving-patrols" or "smoke-hunting / chasing" operations by full-time employees, volunteers or paid-volunteers, in an effort to seek out emergency responses. Any simple trash burning calls will be referred to the appropriate law enforcement agency, i.e.. Fire Marshal, Constable Office or Sheriff's Office, unless the Roving preventive fire patrol activity is requested and authorized by the Fire Marshal in writing during an emergency situation, burn ban period, or fireworks ban period.

COUNTY RESPONSIBILITIES

4.1 In consideration for the Entity's Rural Emergency Services, the County will reimburse the Entity in the manner provided herein.

4.2 The County shall designate a person and office that shall be known as the County Fire Marshal and County Fire Marshal's Office, who shall have the following responsibilities;

4.2.1 **ADMINISTRATION**

a. Administration of Fire Marshal's Office

b. Cause Burn Ban Signs (during designated times) to be displayed in conspicuous locations at all major roadway entrances to the County.

c. Commercial Building Inspections

d. Fire Safety Inspections

e. Adult and Child Day Care Facility Inspections

f. Health Care Facility Inspections

g. Existing and New Construction Inspections

h. Implementation and Enforcement of the most current version of the International Fire Code.

i. Issuance and Regulation of Burn Permits in Rural County areas

j. Monitor weather conditions and cause burn bans and fireworks bans to be enacted by the Commissioners Court, as appropriate.

k. Plat/Plan Reviews and approvals

l.

4.2.2 **INVESTIGATIONS**

a. Conduct Fire Investigations

b. Assist and guide other law enforcement agencies with Fire Code violations and enforcement.

c. Provide Information and Reports

d. Provide assistance to municipal departments with Fire Investigations, upon request.

e. Issue Citations, make arrests, and file criminal cases as appropriate.

4.2.3 **FIRE PREVENTION**

a. Plan, coordinate and direct activities.

b. Conduct and participate in training with all Fire Departments.

c. Acquire and maintain equipment.

d. Conduct public education.

e. Perform fire safety presentations.

4.2.4 **ADMINISTER RURAL EMERGENCY SERVICES CONTRACT**

a. Review and process all requests for reimbursements.

b. Will confer with appropriate Fire Chief on any discrepancies on requests for reimbursement.

c. Shall determine if a Rural Response District may respond to a XXX outside of the Rural Response Districts' geographical area as delineated and depicted in Exhibit "C".

4.2.5 **RESPONSE**

a. When requested, respond to a fire scene within a reasonable time to conduct an investigation into the cause of the fire.

b. Will respond to any major incidents.

c. Will integrate into the NIMS/ICS structure as appropriate

d. Will assist the Incident Commander with any duties as assigned.

e. Will provide Law Enforcement assistance/coordination as needed

5.0 LIABILITY

5.1 Entity and County agree pursuant to Section 352.004, Texas Local Government Code that the acts of any person or persons travelling to or from or in a manner as defined in Section 3, shall be deemed as the acts of agents or employees of the County in all respects, notwithstanding such person or persons may otherwise be employees or firefighters of the Entity.

5.2 The County of Hidalgo and Entity agree that they will provide general liability insurance coverage for liabilities caused by vehicles, equipment, and personnel. Entity shall be responsible for any damage to its vehicles or equipment used in performing services under this Agreement. Each party agrees that it shall provide general liability insurance coverage for the action of their respective employees and firefighters.

5.3 Nothing herein shall be construed to prevent either party from becoming self-insured. Each Entity participating and entering into this contract must provide written proof of

insurance to the County when submitting the contract for approval. Upon request by the County or it's duly authorized representative, the Entity must provide documentation of completion of any other State or Federal fire-fighting training requirements.

5.4 If either party cannot acquire the insurance required herein, this Agreement shall be void and the parties shall negotiate their respective obligations regarding emergency services response in the rural areas of Hidalgo County at the time. If at any time during the year the respective Entity loses its insurance capacity, it must immediately report this to the Fire Marshal and cease any responses to their assigned Rural Response District.

6.0 REIMBURSEMENT PLAN

6.1 County shall reimburse Entity for services provided hereunder in a lump sum with payment to be made monthly as follows:

6.1.1 Entity shall keep true and accurate records of all rural emergency services provided hereunder and shall submit, on a monthly basis (within a reasonable time), any Rural Emergency Service Incident Reports to the County Fire Marshal, reporting is a condition precedent to receiving payments from the County. The Rural Emergency Service Incident Report form(s), and supporting documents as listed in Section 3.4 shall be required as part of the monthly report. Accident Prevention Plan documentation is required from any Entity that utilized the County Worker's Compensation Policy, as described in Section 5.3.

6.1.2 County shall communicate and provide a written itemized list of emergency services not approved for reimbursement or any change in the reimbursement rate / category to the Entity with an explanation for the disapproval or change to the Fire Chief of entity for his approval or challenge within fourteen (14) working days of receipt of invoices from Entity.

6.1.3. County Fire Marshal shall accumulate records of all rural emergency service responses provided by all Entity(s) within Hidalgo County and shall calculate the amount due each Entity.

a. Any and all disputes of Entity reports shall be addressed directly to the Fire Marshal and/or the Entity in writing.

b. If a resolution of dispute for emergency response services cannot be reached, the reporting Entity may appeal to the Hidalgo County Commissioner's Court.

6.1.4. For all rural emergency calls serviced by the Entity within its emergency response district, Entity shall receive a monthly lump-sum payment for all authorized services, corresponding to that year, in accordance with the following payment schedule and categories;

(6.1.4.I.)	**CATEGORY I**	**(CI)**	**Flat rate of $1,100.00 per incident.**
(6.1.4.II.)	**CATEGORY II**	**(CII)**	**Flat Rate of $ 550.00 per incident**
(6.1.4.III.)	**CATEGORY III**	**(CIII)**	**Flat Rate of $ 250.00 per incident.**

6.1.4.I. CATEGORY I. A rate of $ 1,100.00 per incident, as set forth, shall apply, during the terms of this Contract for:

.1 **FIREFIGHTING STRUCTURAL / COMMERCIAL VEHICLE** (as primary department)

.2 **HAZARDOUS MATERIALS (TECHNICIAN LEVEL)**

.3 **MASS CASUALTY**

.4 **RESCUE CALLS**

.5 **VEHICULAR EXTRICATION**

.6 **PUBLIC WORKS RESPONSE**

.7 **REGIONAL MEDICAL RESPONSE TEAM**

.8 **SECONDARY CITY/ENTITY** (in place of primary department.)

.9 **SPECIAL SITUATIONS**

.10 **GRASS / BRUSH WILDLAND FIRE**

.11 **REGIONAL RESPONSE TEAM**

6.1.4.II. CATEGORY II. A rate of $ 550.00 per incident, as set forth, shall apply, during the terms of this Contract for:

.1 **MEDICAL CALL**

.2 **MUTUAL AID**

.3 **MOTOR VEHICLE ACCIDENT (PATIENT PACKAGING, SECURE VEHICLE)**

.4 **LAW ENFORCEMENT ASSISTANCE**

.5 **RECOVERY CALL – BODY**

.6 **TRAFFIC CONTROL**

.7 **WASH DOWN**

.8 **BEE ATTACK**

.9 **PETROLEUM BASED INCIDENT STANDBY**

.10 **WIRELINE INCIDENTS (ALL TYPES)**

6.1.4. III CATEGORY III. **A Rate of $ 250.00 per incident,** as set forth, shall apply, during the terms of this Contract for:

.1 **LANDING ZONE**

.2 **HAZARDOUS MATERIALS (AWARENESS/OPERATIONS LEVEL)**

.3 **FALSE ALARM CALL**

.4 **GOOD INTENT CALLS**

.5 **SERVICE CALLS**

.6 **RUBBISH FIRE(S)(AUTHORIZED/UNAUTHORIZED CONTROLLED FIRE, PRESCRIBED BURN)**

.7 **PALM TREE FIRE (NON-MOVING VEGITATION)**

7.0. ASSIGNMENT

In the event a Rural Fire District(s) is created for the rural, non-incorporated areas of Hidalgo County, this contract may be assigned by County to such District, and Entity shall look solely to the District(s) to perform and assume all Obligations and Responsibilities of County.

8.0. AUDIT

Any and all requests from Entity for reimbursement from County or any past reimbursements made under this contract or its predecessors shall be subject to audit by the County Auditor's Office, and/or the Fire Marshal. Should an audit procedure be invoked, Entity agrees to provide any and all records, photographs, videos, or other documents, pertaining to any request or claim for reimbursement made or paid hereunder that are requested by the Auditor or Fire Marshal. Should the County Auditor determine that any payments made were not properly claimed under the terms of this contract, Entity agrees to remit the amount of payments so found by the County Auditor to the County within ten (10) working days, following the date of receipt of Entity of County Auditors written determination of same.

9.0. MISCELLANEOUS

9.1 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 the 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.

9.2 NO WAIVER. No waiver by any party hereto of any breach of any provision of this Agreement shall be deemed to be a waiver of any preceding or succeeding breach of the same or any other provision hereof.**9.3 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 indirectly 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. This Agreement supersedes any and all agreements by and between the parties hereto. All previous agreements concerning the subject matter hereof between the parties are terminated as of the date of this Agreement.

9.4 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.

9.5 NOTICE. Except as may be otherwise specifically provided in this Agreement, all notices, demands, request for 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 pre-paid and addressed to the parties at the addresses set forth below, or at such other addresses as may have been therefore specified by written notice delivered in accordance herewith:

If to Entity _____

_____

_____, Texas _____

If to County: County of Hidalgo
Ramon Garcia, County Judge
100 E. Cano St. 2nd Floor, Edinburg, Texas 78539 or
P.O. Box 1356, Edinburg, Texas 78540

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 of 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.

9.6 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.

9.7 SUCCESSORS. This agreement shall be binding upon and insure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors, and assigns where permitted by this Agreement.

9.8 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.

9.9 GENDER and NUMBER. All pronouns used in this Agreement shall include the other gender, whether used in the masculine, feminine, or neutral gender, and the singular shall include the plural whenever and as often as may be appropriate.

9.10 AUTHORITY TO EXECUTE. The execution and performance of this Agreement by each of the parties hereto has been duly authorized by all necessary laws, resolutions, ordinances, or governing body action, and the Agreement constitutes, the valid and enforceable obligations of the parties hereto in accordance with its terms.

9.11 PERFORMANCE of GOVERNMENT FUNCTIONS. Each party hereto is entering into this Agreement for the purpose of providing for governmental services or functions, and will pay for such services out of current revenues available to the paying party as herein provided.

9.12 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.

9.13 COMMITMENT of CURRENT REVENUES. In the event that, during any term hereof, the Commissioners Court does not appropriate sufficient funds to meet the obligations of County under this Agreement, County may terminate this Agreement upon ninety (90) days written notice to Company. County agrees, however, to use reasonable efforts to secure funds necessary for the continued performance of this Agreement. The parties intend this provision to be a continuing right to terminate this Agreement at the expiration of each budget period of County pursuant to the provisions of Tex. Loc. Govt. Code Ann. ' 271.903 (Vernon Supp. 1996).

9.14 MUTUAL INDEMNIFICATION. Without waiving its sovereign immunity, and to the extent provided by law, each party shall indemnify and hold harmless each other, its officers, officials, and employees from and against all claims and liabilities of any nature or kind, including costs and expenses for or on account of any claims, damages, losses, or expenses of any character whatsoever resulting in whole or in part from the negligent performance or omission of either party's employees or representatives connected with the activities described herein.

WITNESS THE HANDS OF THE PARTIES

(In duplicate originals effective on the day both parties' signatures are executed.

CITY OF ALTON

_____ _____

By: **Date**

ATTEST:

_____

City Secretary

COUNTY OF HIDALGO

_____ _____

Ramon Garcia, County Judge **Date**

ATTEST:

_____

Arturo Guajardo, Jr., County Clerk

Approved as to Form:

Office of Criminal District Attorney's Office
Ricardo Rodriguez, Jr.

By: _____
Victor M. Garza, Assistant District Attorney

EXHIBIT "A"

Rural Emergency Service Incident Report

(FORM MUST BE COMPLETED IN INK OR TYPED ON ALL INCIDENTS FOR REIMBURSEMENT) (Exhibit A)

DEPARTMENT: _____ COUNTY INCIDENT: _____

DATE :_____ ALARM TIME :_____ ARRIVAL TIME: _____ DEPART TIME: _____

SITUATION REPORTED:_____ SITUATION FOUND:_____

MUTUAL AID: _____ GIVEN: _____ RECEIVED: _____ DEPARTMENT: _____

_____ NON-APPLICABLE DEPARTMENT: _____

CALLER NAME: _____ REQUESTING PERSON: _____

CALLER NAME: _____

CALLER ADDRESS: _____ OTHER: _____ PHONE: _____

CALLER PHONE: _____ WALK-IN: _____

INCIDENT LOCATION: _____

OCCUPANT NAME: _____ OWNER NAME: _____

OWNER ADDRESS: _____

OWNER PHONE #: _____ OCCUPANT PHONE #: _____

INCIDENT CAUSE: _____

TYPE OF ACTION TAKEN: _____

UNITS RESPONDING: _____ UNITS COMMITTED: _____

OF PERSONNEL:_____ MILEAGE (ROUND TRIP):_____ ADVISED COUNTY FIRE MARSHAL: YES _____ NO: _____

COMMENTS:

_____

_____

_____

INCIDENT COMMANDER: _____ REPORT PREPARED BY: _____

ESTIMATED $ LOSS: _____ ATTEST: _____
FIRE CHIEF

REIMBURSEMENT REQUESTED: _____$250.00 _____$550.00 _____$1,100.00

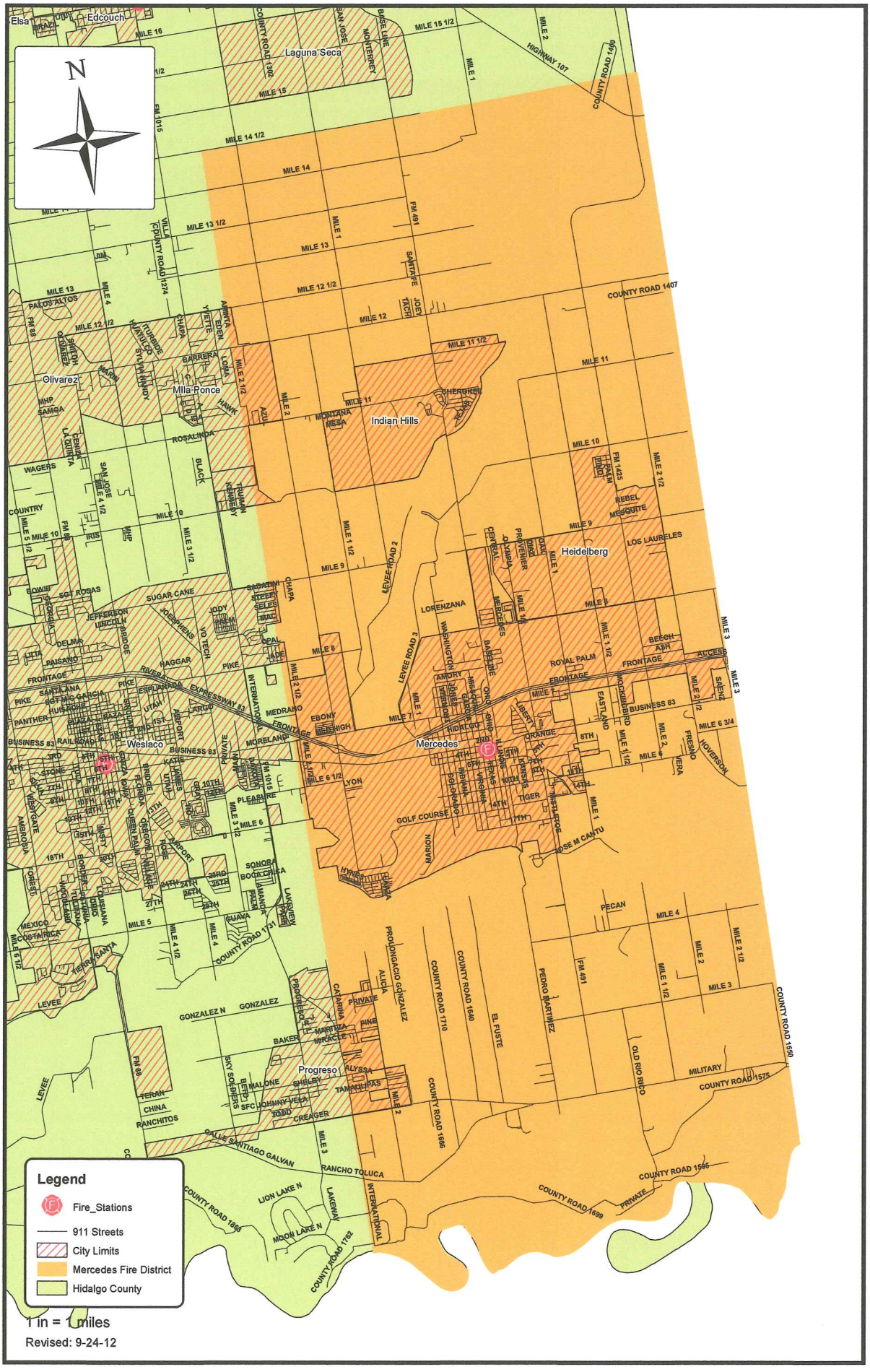
HCFMO Approval Amount: _____$250.00 _____$550.00 _____$1,100.00

EXHIBIT "B"

PAY OUT PLAN:			
	2016	**2017**	**2018**
CATEGORY I	$ 1,100	$ 1,250	$ 1,375
CATEGORY II	$ 550	$ 600	$ 665
CATEGORY II	$ 250	$ 275	$ 300

EXHIBIT "C"

Mercedes Fire District



Interlocal Cooperation Agreement between City of Edinburg and Hidalgo County, Texas.

STATE OF TEXAS

COUNTY OF HIDALGO

THIS Interlocal Cooperation Agreement is made on the **1** day of **December,** by and between the COUNTY OF HIDALGO, TEXAS, hereafter called County, and the City of **Edinburg,** TEXAS, a municipal corporation/non-incorporated area hereinafter called CITY/ENTITY, is made under the authority of Chapter 791.001, Texas Government Code to be effective on the **1** day of **January, 2016**.

Entity and County are authorized to enter into this Agreement pursuant to the Interlocal Cooperation Act, Texas Government Code 791.001 et seq., which authorizes local governments to contract with each other to perform Governmental functions under the terms of the Act.

1.0 TERMS

1.1 This contract shall be for a period commencing on **January 1, 2016**, and shall terminate on **January 1, 2019**.

1.2 After **January 1, 2019**, this Contract, unless terminated as provided elsewhere shall be renewed on a month-to-month basis, under the same fee(s), rate(s), term and conditions of this agreement, until re-negotiated by mutual consent of both parties.

1.3 Either party has the option to terminate this Contract without cause by written notification, to the other on sixty (60) day notice.

1.4 The Rural Emergency Service Incident Report (Exhibit "A") form must be utilized as part of the monthly report submitted to the County Fire Marshal or his designee.

1.5 Any modifications to invoices shall be approved by both parties. Denial of any reimbursement shall be made within fourteen (14) working days after receipt of such invoice by the County Fire Marshal. Invoices which are approved shall be paid no later than thirty (30) days upon receipt of invoice by County.

1.6 Commencing on the **1** day of **January** 2016 and on each anniversary of that date thereafter, the parties hereinafter agree to an annual increase as identified in (Exhibit "B").

2.0 DEFINITIONS

BEE ATTACK – Any response to a situation where there is an on-going attack on person(s), domestic animal(s), and/or livestock, or a recent attack that requires first responder entrance into the immediate scene to rescue any person(s.) **EXCLUDING** situations of bee removal of hazards where no attack is in progress, or sustained at the time of response.

CATEGORY – All responses shall be categorized in a category that will be enumerated as I, II, III. Categories are designed to simplify reporting, queries and reimbursement requests.

COUNTY FIRE MARSHAL – the person appointed by the Commissioners Court in accordance with LGC 352 who is responsible for the administration of fire investigations, fire safety inspections, and fire prevention activities, administration of the Rural Emergency Services Contract and enforcement of the most recently adopted International Fire Code. This is a Sworn position.

ENTITY - Parent organization of Fire Department whose members are full time, part time, paid or unpaid volunteers and for the purposes of this contract includes any elements from any public works department that are requested or deployed to assist with the suppression, control or extinguishment of a fire.

COUNTY FIRE INVESTIGATORS – Those officers designated as such, by the County Fire Marshal that are responsible for all duties which may be assigned by the County Fire Marshal.

CHIEF DEPUTY / DEPUTY FIRE MARSHAL – Those officers designated and commissioned by the County Fire Marshal that are responsible for all duties which may be assigned by the County Fire Marshal.

FALSE ALARM CALL - Any emergency response to a mischievous or malicious call, or false call; or fire alarm system malfunctions that require fire personnel to investigate the scene or incident to make a determination as to whether or not there is a fire. If there are two or more alarms at the same location for the same reason, and from the same source, the responding Entity shall notify the Fire Marshal by the next working date.

FIREFIGHTING – Any working Structural or Commercial Vehicle fire upon arrival, a petroleum based fire **EXCLUDING** rubbish fire(s) (trash fire), or Authorized, Unauthorized Uncontrolled/ controlled land clearing fire(s).

GOOD INTENT CALLS – Any emergency call response where fire personnel were summoned, but were not required dealing with the incident, there was no actual incident, where no actual services, investigation, or standby was rendered or needed. Response to this type of call must come through a dispatch point.

HAZARDOUS MATERIAL FIRST RESPONDER INCIDENT – any response to any incident at the first responder (awareness, and operations) level, as defined by the Environmental Protection Agency and/or the Texas Commission on Environmental Quality and includes, hazardous material Identification, low level containment / Mitigation, i.e. fuel spills, from any vehicle, including motor vehicles, trains, motorcycle or aircraft.

HAZARDOUS MATERIAL TECHNICIAN LEVEL INCIDENT– any response to any incident at the Technician level, as defined by the Environmental Protection Agency and/or the Texas Commission on Environmental Quality and includes, hazardous material Identification via Monitoring / Identification devices, and or specialized equipment for such purposes, High level containment / Mitigation, i.e. Solid, Liquid, Gas (Vapor) Chemical / Fuel spills from and structure, vehicle, and or storage type facility..

INCORPORATED AREA - any area(s) within Hidalgo County that exist at time of execution thereof, and as they may be amended by reasons of annexation and/or de-annexation of property by any respective city.

LAW ENFORCEMENT ASSISTANCE – any non-fire assistance requested by County, State, or Federal Law Enforcement Agency, and includes, but is not limited to – vehicle recovery (water), crowd control, and "standing-by" for any situation in pursuance of a law enforcement, and or Investigative mission **EXCLUDING** MVA duties (traffic Control, washdowns, patient packaging).

MASS CASUALTY INCIDENT – all emergency rescues and/or recovery of victims, eight (8) victims or more, from any major incident or accident, i.e. Haz-Mat, aircraft, any passenger transportation bus, regardless of cause, building collapse, or assembly area.

MEDICAL CALL – In an emergency situation, under exigent circumstances, where there is a delayed response by the contracted EMS provider (Greater than 20 Minutes) and the situation dictates immediate medical attention due to the delay by the EMS provider **excluding** immediate first aid to stabilize a victim at a scene, when already on scene. This section is not to be construed as a reimbursement plan for a fire-based department that operates an emergency medical service (EMS) otherwise covered by any other contracts that are already in place.

MUTUAL AID – A Primary Entity response to an emergency event where the situation is of such magnitude , either upon arrival or during the actual response, that the primary city/entity must declare a multiple alarm and request response from one or more Secondary Entity(s) and such assistance is necessary to control, extinguish, or otherwise assist with the response. This includes any element of public works that is called upon to help mitigate the emergency. The call for additional resources made by the Primary Entity from the Secondary Entity may be based on the extenuating circumstances, and may be made by the on-scene incident commander, and must go through a dispatch point with approval from the most senior officer that is on duty for the Entity. The Fire Marshal may authorize and/or request mutual aid at any time whether or not on-scene, when the request is made directly to them. Secondary entities may be reimbursed at the same rate as the primary entity upon approval of the Fire Marshal, when sufficiently documented as a "Special Situation".

NATURAL VEGETATION – The plants of an area or region, collectively – any plant life, present in or produced by nature, whether growing or not. Fuel for a wild-land or grass fire.

OPERATIONAL PERIOD – 12 hour standard as recognized by the National Incident Management system.

PETROLEUM BASED INCIDENT – any incident or fire whose main fuel source includes natural gas, liquefied gas, crude or refined oil or any other petroleum based product that may be used or processed as fuel or as a precursor for fuel. It also includes any storage container, conveyance of said

product, whether by motor vehicle, pipeline or any other type of transport medium **EXCLUDING** propane tanks used for residential or commercial service (100lbs or under).

PRIMARY ENTITY – the Entity who is a party to this contract with the County that is assigned to respond as the lead fire-based response agency to an area where the emergency occurred as per Section II, Paragraph A, of this contract. This may be based on geographical assignments or capability.

PUBLIC WORKS RESPONSE – Any incident response that requires operational support elements from what is commonly referred to as Public Works, to respond to an emergency situation, to help mitigate, control, or otherwise facilitate the overall response. This response may only be requested and authorized by the on-scene Incident Commander through the Fire Marshal.

RECOVERY CALL – Body - Any recovery of a deceased victim.

REIMBURSEMENT PLAN – method by which a Entity is reimbursed by the County for emergency services rendered in any rural area within Hidalgo County.

REGIONAL RESPONSE TEAM – response to any special situation to provide tactical rescue assistance and support for any first responder regardless of discipline. Regional Response Teams are based and maintained from the Lower Rio Grande Valley Development Council (LRGVDC) Homeland Security Association Committee (HSAC).

RESPONSE AREA – the geographical area assigned to the Entity within the rural areas of the County, wherein the respective Entity Shall be responsible for primary response to an emergency call for service.

RUBBISH – trash, garbage, brush, grass or other unwanted things, and includes any tangible item discarded, collected, or recycled arranged as to burn for cleaning / clearing as a part of a controlled situation, whether permitted or not.

RURAL AREA – any non-incorporated areas within Hidalgo County, as they exist at the time of execution thereof, and as they may be amended by reasons of annexation and/or de-annexation of

property by any respective city or any incorporated area within Hidalgo County that does not provide its own emergency services or response.

RURAL RESPONSE DISTRICT – The area designated for the respective Primary Entity for emergency response within a delineated geographical area as depicted and described in Exhibit "B", attached hereof. The rural response district may be amended from time to time pursuant to Section3.2.

SEARCH and RESCUE CALLS – all rescues of person(s) living , from water, high angle, confined space, or all rescue/extrication of person(s) from entanglement, entrapment, enclosed areas, elevators, building collapse **EXCLUDING** Recovery, and/or Vehicle Extrication.

SECONDARY CITY – the Entity who is a party to a cooperative agreement with the County and is assigned or requested to respond to assist the primary city in any type of emergency response to an area where the emergency occurred (Mutual Aid). The response may occur anywhere within the rural County and may be based on geographical assignment or capability **EXCLUDING** all aid to other Jurisdictions in their city limits.

SERVICE CALLS – any call involving unauthorized burning, smoke scare, mischievous or malicious calls, and alarm system malfunctions requiring fire personnel to deal with an incident, but where no actual services, investigation or standby was rendered or needed.

SPECIAL SITUATIONS – Any situation in which the Entity performed in a manner that is not covered in any of the above described situations, or for an extended period of time. The Fire Chief must justify the exigent circumstances for the response to the incident and reason for reimbursement request. If the response by the Entity covers two or more operational periods, this fee may charged per day, above and beyond any other fees. The Fire Chief shall seek authorization from the County Fire Marshal, or his representative, justifying the exigent circumstances for the response to the incident prior to responding to a special situation. If authorized by the County Fire Marshal and if the response by the Entity covers two or more operational periods, this fee may be charged per day, above and beyond any other fees.

STRUCTURE – any construction within reason, or any production or piece of work artificially built or composed of parts joined together in some definite manner, that is built, under construction or constructed and it includes any edifice, or building of any kind.

TRAFFIC CONTROL – Any incident response where the nature of the call is strictly for traffic control assistance.

MOTOR VEHICULAR ACCIDENT (MVA) – any motor vehicle or automobile collision regardless of amount of or type of vehicles involved, where services other than "VEHICULAR EXTRICATION" is performed.

VEHICULAR EXTRICATION – any emergency extrication of person(s) with the use of specialized hydraulic, and or manual tools from wreckage entanglement as a result of an automobile collision, regardless of motor vehicle type.

VEHICLE FIRE -A working fire – upon arrival that involves any vehicle fire. (i.e. Semi-Truck and or Trailer, Transport Vehicle, Service Vehicles, commuter bus or personal vehicle, car, truck, van).

WASH DOWN – Any hazardous based spill where there is no fire and the spill is under thirty-five (35) gallons. I.e. roadway, parking lots, etc. that requires a wash down – no vehicular accident.

WILDLAND FIRE - Any fire occurring in vegetative areas regardless of ignition sources, damages or benefits. An uncontrolled fire in grassland, brush-land, or land sown to crops. For the purposes of this contract any fire within the confines of the above definitions that requires an emergency response of an entity **excluding** prescribed type Brush land clearing operation or rubbish fire(s).

WIRELINE INCIDENTS (All TYPES) – where the response is of such nature that there is a "downed-wire" or "low-hanging wire" or energized or with or without fire- and the responding Entity must standby and await the arrival of a utility company or responding Entity must remove, and or mitigate the non-emergency situation. Any situation where there is immediate danger to the public from an electrical wire, and the situation dictate immediate traffic control, or public redirection or any situation where there is no immediate danger to the public from an electrical wire, and the situation

does not dictate immediate traffic control, or public redirection. Where the entity is not required to stand-by for the service company.

3.0 ENTITY RESPONSIBILITIES

3.1 Entity hereby agrees to provide emergency fire response based services, if resources are available, to the geographically assigned Rural Response District, within the County, as may be required by the County Fire Marshal or otherwise as delineated within this contract.

3.2 Entity hereby agrees to the designation of Primary (response) within their designated Rural Response District as depicted in the attached map, as Exhibit "C". Each Entity Rural Response District may be amended from time to time during the period of this contract by annexation or de-annexation of property by any respective city(s), or by agreement of the County Fire Marshal, and Fire Chief(s) responsible for the existing Rural Response District. The Response Districts and assigned Entity will be provided to the designated 911 Coordinator and the Sheriff's Office. A map depicting the Rural Response Districts of all participating Entity(s) shall be maintained and provided upon request by the County Fire Marshal, at their designated office.

3.3 Entity hereby agrees to seek authorization from the County Fire Marshal **PRIOR** to responding to a XXX outside of the Rural Response Districts' geographical area as delineated and depicted in Exhibit "B". Unless authorized by the County Fire Marshal, Entity and/or Rural Response District shall not be reimbursed for services rendered outside their designated geographical area.

3.4 Entity hereby agrees to provide the County Fire Marshal, with any and all records, reports, and documents, to include, but not limited to, statistics, data, calls for service records, dispatch logs, and any other records or other documents necessary to support the invoice or request for reimbursement as herein provided. In the absence of the Fire Marshal, said records, reports, and documents may be provided to the County Judge or his designee. The standard reimbursement request shall be timely submitted. Unless this subsection is fully complied with, reimbursements shall not be granted.

3.5 Entity agrees that in multi-agency response calls, the communications interoperability radio channels will be used as primary communications with the designated incident commander. The Incident Commander or assigned communications officer may designate user and sub-user groups as necessary.

3.6 Entity agrees to allow the County Fire Marshal, full access to any and all operational communications frequencies / talk groups, that the Entity operates on and authorize the County Fire Marshal to use

those frequencies/talk groups during a response to a designated emergency situation that the Entity responds to. This will include assigning user-identification numbers (if available) to any County Fire Marshal communications radio.

3.7 Entity agrees to practice NIMS/ICS during any multi-agency – multi-tiered response.

3.8 Entity agrees to provide its' own insurance for equipment, vehicles, and personnel used in performing any of the services described herein. Emergency vehicles and fire-fighting equipment must be owned and/or managed by the Entity. Entity agrees to provide proof of current and adequate vehicle, equipment and workmen's compensation insurance to the County upon submission of this contract or upon request from the County Fire Marshal.

3.9 During extended operations as designated by the Incident Commander, the Entity agrees to provide adequate hydration and sustenance for its firefighters/emergency response personnel.

3.10 Entity agrees that it will not cause, create or allow any type of "roving-patrols" or "smoke-hunting / chasing" operations by full-time employees, volunteers or paid-volunteers, in an effort to seek out emergency responses. Any simple trash burning calls will be referred to the appropriate law enforcement agency, i.e.. Fire Marshal, Constable Office or Sheriff's Office, unless the Roving preventive fire patrol activity is requested and authorized by the Fire Marshal in writing during an emergency situation, burn ban period, or fireworks ban period.

COUNTY RESPONSIBILITIES

4.1 In consideration for the Entity's Rural Emergency Services, the County will reimburse the Entity in the manner provided herein.

4.2 The County shall designate a person and office that shall be known as the County Fire Marshal and County Fire Marshal's Office, who shall have the following responsibilities;

4.2.1 **ADMINISTRATION**

a. Administration of Fire Marshal's Office

b. Cause Burn Ban Signs (during designated times) to be displayed in conspicuous locations at all major roadway entrances to the County.

c. Commercial Building Inspections

d. Fire Safety Inspections

e. Adult and Child Day Care Facility Inspections

f. Health Care Facility Inspections

g. Existing and New Construction Inspections

h. Implementation and Enforcement of the most current version of the International Fire Code.

i. Issuance and Regulation of Burn Permits in Rural County areas

j. Monitor weather conditions and cause burn bans and fireworks bans to be enacted by the Commissioners Court, as appropriate.

k. Plat/Plan Reviews and approvals

l.

4.2.2 **INVESTIGATIONS**

a. Conduct Fire Investigations

b. Assist and guide other law enforcement agencies with Fire Code violations and enforcement.

c. Provide Information and Reports

d. Provide assistance to municipal departments with Fire Investigations, upon request.

e. Issue Citations, make arrests, and file criminal cases as appropriate.

4.2.3 **FIRE PREVENTION**

a. Plan, coordinate and direct activities.

b. Conduct and participate in training with all Fire Departments.

c. Acquire and maintain equipment.

d. Conduct public education.

e. Perform fire safety presentations.

4.2.4 **ADMINISTER RURAL EMERGENCY SERVICES CONTRACT**

a. Review and process all requests for reimbursements.

b. Will confer with appropriate Fire Chief on any discrepancies on requests for reimbursement.

c. Shall determine if a Rural Response District may respond to a XXX outside of the Rural Response Districts' geographical area as delineated and depicted in Exhibit "C".

4.2.5 **RESPONSE**

a. When requested, respond to a fire scene within a reasonable time to conduct an investigation into the cause of the fire.

b. Will respond to any major incidents.

c. Will integrate into the NIMS/ICS structure as appropriate

d. Will assist the Incident Commander with any duties as assigned.

e. Will provide Law Enforcement assistance/coordination as needed

5.0 LIABILITY

5.1 Entity and County agree pursuant to Section 352.004, Texas Local Government Code that the acts of any person or persons travelling to or from or in a manner as defined in Section 3, shall be deemed as the acts of agents or employees of the County in all respects, notwithstanding such person or persons may otherwise be employees or firefighters of the Entity.

5.2 The County of Hidalgo and Entity agree that they will provide general liability insurance coverage for liabilities caused by vehicles, equipment, and personnel. Entity shall be responsible for any damage to its vehicles or equipment used in performing services under this Agreement. Each party agrees that it shall provide general liability insurance coverage for the action of their respective employees and firefighters.

5.3 Nothing herein shall be construed to prevent either party from becoming self-insured. Each Entity participating and entering into this contract must provide written proof of

insurance to the County when submitting the contract for approval. Upon request by the County or it's duly authorized representative, the Entity must provide documentation of completion of any other State or Federal fire-fighting training requirements.

5.4 If either party cannot acquire the insurance required herein, this Agreement shall be void and the parties shall negotiate their respective obligations regarding emergency services response in the rural areas of Hidalgo County at the time. If at any time during the year the respective Entity loses its insurance capacity, it must immediately report this to the Fire Marshal and cease any responses to their assigned Rural Response District.

6.0 REIMBURSEMENT PLAN

6.1 County shall reimburse Entity for services provided hereunder in a lump sum with payment to be made monthly as follows:

6.1.1 Entity shall keep true and accurate records of all rural emergency services provided hereunder and shall submit, on a monthly basis (within a reasonable time), any Rural Emergency Service Incident Reports to the County Fire Marshal, reporting is a condition precedent to receiving payments from the County. The Rural Emergency Service Incident Report form(s), and supporting documents as listed in Section 3.4 shall be required as part of the monthly report. Accident Prevention Plan documentation is required from any Entity that utilized the County Worker's Compensation Policy, as described in Section 5.3.

6.1.2 County shall communicate and provide a written itemized list of emergency services not approved for reimbursement or any change in the reimbursement rate / category to the Entity with an explanation for the disapproval or change to the Fire Chief of entity for his approval or challenge within fourteen (14) working days of receipt of invoices from Entity.

6.1.3. County Fire Marshal shall accumulate records of all rural emergency service responses provided by all Entity(s) within Hidalgo County and shall calculate the amount due each Entity.

a. Any and all disputes of Entity reports shall be addressed directly to the Fire Marshal and/or the Entity in writing.

b. If a resolution of dispute for emergency response services cannot be reached, the reporting Entity may appeal to the Hidalgo County Commissioner's Court.

6.1.4. For all rural emergency calls serviced by the Entity within its emergency response district, Entity shall receive a monthly lump-sum payment for all authorized services, corresponding to that year, in accordance with the following payment schedule and categories;

(6.1.4.I.)	**CATEGORY I**	**(CI)**	**Flat rate of $1,100.00 per incident.**
(6.1.4.II.)	**CATEGORY II**	**(CII)**	**Flat Rate of $ 550.00 per incident**
(6.1.4.III.)	**CATEGORY III**	**(CIII)**	**Flat Rate of $ 250.00 per incident.**

6.1.4.I. CATEGORY I. A rate of $ 1,100.00 per incident, as set forth, shall apply, during the terms of this Contract for:

.1 **FIREFIGHTING STRUCTURAL / COMMERCIAL VEHICLE** (as primary department)

.2 **HAZARDOUS MATERIALS (TECHNICIAN LEVEL)**

.3 **MASS CASUALTY**

.4 **RESCUE CALLS**

.5 **VEHICULAR EXTRICATION**

.6 **PUBLIC WORKS RESPONSE**

.7 **REGIONAL MEDICAL RESPONSE TEAM**

.8 **SECONDARY CITY/ENTITY** (in place of primary department.)

.9 **SPECIAL SITUATIONS**

.10 **GRASS / BRUSH WILDLAND FIRE**

.11 **REGIONAL RESPONSE TEAM**

6.1.4.II. CATEGORY II. A rate of $ 550.00 per incident, as set forth, shall apply, during the terms of this Contract for:

.1 **MEDICAL CALL**

.2 **MUTUAL AID**

.3 **MOTOR VEHICLE ACCIDENT (PATIENT PACKAGING, SECURE VEHICLE)**

.4 **LAW ENFORCEMENT ASSISTANCE**

.5 **RECOVERY CALL – BODY**

.6 **TRAFFIC CONTROL**

.7 **WASH DOWN**

.8 **BEE ATTACK**

.9 **PETROLEUM BASED INCIDENT STANDBY**

.10 **WIRELINE INCIDENTS (ALL TYPES)**

6.1.4. III CATEGORY III. A Rate of $ 250.00 per incident, as set forth, shall apply, during the terms of this Contract for:

.1 **LANDING ZONE**

.2 **HAZARDOUS MATERIALS (AWARENESS/OPERATIONS LEVEL)**

.3 **FALSE ALARM CALL**

.4 **GOOD INTENT CALLS**

.5 **SERVICE CALLS**

.6 **RUBBISH FIRE(S)(AUTHORIZED/UNAUTHORIZED CONTROLLED FIRE, PRESCRIBED BURN)**

.7 **PALM TREE FIRE (NON-MOVING VEGITATION)**

7.0. ASSIGNMENT

In the event a Rural Fire District(s) is created for the rural, non-incorporated areas of Hidalgo County, this contract may be assigned by County to such District, and Entity shall look solely to the District(s) to perform and assume all Obligations and Responsibilities of County.

8.0. AUDIT

Any and all requests from Entity for reimbursement from County or any past reimbursements made under this contract or its predecessors shall be subject to audit by the County Auditor's Office, and/or the Fire Marshal. Should an audit procedure be invoked, Entity agrees to provide any and all records, photographs, videos, or other documents, pertaining to any request or claim for reimbursement made or paid hereunder that are requested by the Auditor or Fire Marshal. Should the County Auditor determine that any payments made were not properly claimed under the terms of this contract, Entity agrees to remit the amount of payments so found by the County Auditor to the County within ten (10) working days, following the date of receipt of Entity of County Auditors written determination of same.

9.0. MISCELLANEOUS

9.1 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 the 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.

9.2 NO WAIVER. No waiver by any party hereto of any breach of any provision of this Agreement shall be deemed to be a waiver of any preceding or succeeding breach of the same or any other provision hereof.**9.3 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 indirectly 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. This Agreement supersedes any and all agreements by and between the parties hereto. All previous agreements concerning the subject matter hereof between the parties are terminated as of the date of this Agreement.

9.4 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.

9.5 NOTICE. Except as may be otherwise specifically provided in this Agreement, all notices, demands, request for 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 pre-paid and addressed to the parties at the addresses set forth below, or at such other addresses as may have been therefore specified by written notice delivered in accordance herewith:

If to Entity _____

_____

_____, Texas _____

If to County: County of Hidalgo
Ramon Garcia, County Judge
100 E. Cano St. 2nd Floor, Edinburg, Texas 78539 or
P.O. Box 1356, Edinburg, Texas 78540

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 of 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.

9.6 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.

9.7 SUCCESSORS. This agreement shall be binding upon and insure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors, and assigns where permitted by this Agreement.

9.8 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.

9.9 GENDER and NUMBER. All pronouns used in this Agreement shall include the other gender, whether used in the masculine, feminine, or neutral gender, and the singular shall include the plural whenever and as often as may be appropriate.

9.10 AUTHORITY TO EXECUTE. The execution and performance of this Agreement by each of the parties hereto has been duly authorized by all necessary laws, resolutions, ordinances, or governing body action, and the Agreement constitutes, the valid and enforceable obligations of the parties hereto in accordance with its terms.

9.11 PERFORMANCE of GOVERNMENT FUNCTIONS. Each party hereto is entering into this Agreement for the purpose of providing for governmental services or functions, and will pay for such services out of current revenues available to the paying party as herein provided.

9.12 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.

9.13 COMMITMENT of CURRENT REVENUES. In the event that, during any term hereof, the Commissioners Court does not appropriate sufficient funds to meet the obligations of County under this Agreement, County may terminate this Agreement upon ninety (90) days written notice to Company. County agrees, however, to use reasonable efforts to secure funds necessary for the continued performance of this Agreement. The parties intend this provision to be a continuing right to terminate this Agreement at the expiration of each budget period of County pursuant to the provisions of Tex. Loc. Govt. Code Ann. ' 271.903 (Vernon Supp. 1996).

9.14 MUTUAL INDEMNIFICATION. Without waiving its sovereign immunity, and to the extent provided by law, each party shall indemnify and hold harmless each other, its officers, officials, and employees from and against all claims and liabilities of any nature or kind, including costs and expenses for or on account of any claims, damages, losses, or expenses of any character whatsoever resulting in whole or in part from the negligent performance or omission of either party's employees or representatives connected with the activities described herein.

WITNESS THE HANDS OF THE PARTIES

(In duplicate originals effective on the day both parties' signatures are executed.

CITY OF ALTON

_____ _____

By: **Date**

ATTEST:

_____

City Secretary

COUNTY OF HIDALGO

_____ _____

Ramon Garcia, County Judge **Date**

ATTEST:

_____

Arturo Guajardo, Jr., County Clerk

Approved as to Form:

Office of Criminal District Attorney's Office
Ricardo Rodriguez, Jr.

By: _____
Victor M. Garza, Assistant District Attorney

EXHIBIT "A"

Rural Emergency Service Incident Report

(FORM MUST BE COMPLETED IN INK OR TYPED ON ALL INCIDENTS FOR REIMBURSEMENT) (Exhibit A)

DEPARTMENT: _____ COUNTY INCIDENT: _____

DATE :_____ ALARM TIME :_____ ARRIVAL TIME: _____ DEPART TIME: _____

SITUATION REPORTED:_____ SITUATION FOUND:_____

MUTUAL AID: _____ GIVEN: _____ RECEIVED: _____ DEPARTMENT: _____

_____ NON-APPLICABLE DEPARTMENT: _____

CALLER NAME: _____ REQUESTING PERSON: _____

CALLER NAME: _____

CALLER ADDRESS: _____ OTHER: _____ PHONE: _____

CALLER PHONE: _____ WALK-IN: _____

INCIDENT LOCATION: _____

OCCUPANT NAME: _____ OWNER NAME: _____

OWNER ADDRESS: _____

OWNER PHONE #: _____ OCCUPANT PHONE #: _____

INCIDENT CAUSE: _____

TYPE OF ACTION TAKEN: _____

UNITS RESPONDING: _____ UNITS COMMITTED: _____

OF PERSONNEL:_____ MILEAGE (ROUND TRIP):_____ ADVISED COUNTY FIRE MARSHAL: YES _____ NO: _____

COMMENTS:

_____

_____

_____

INCIDENT COMMANDER: _____ REPORT PREPARED BY: _____

ESTIMATED $ LOSS: _____ ATTEST: _____
FIRE CHIEF

REIMBURSEMENT REQUESTED: _____$250.00 _____$550.00 _____$1,100.00

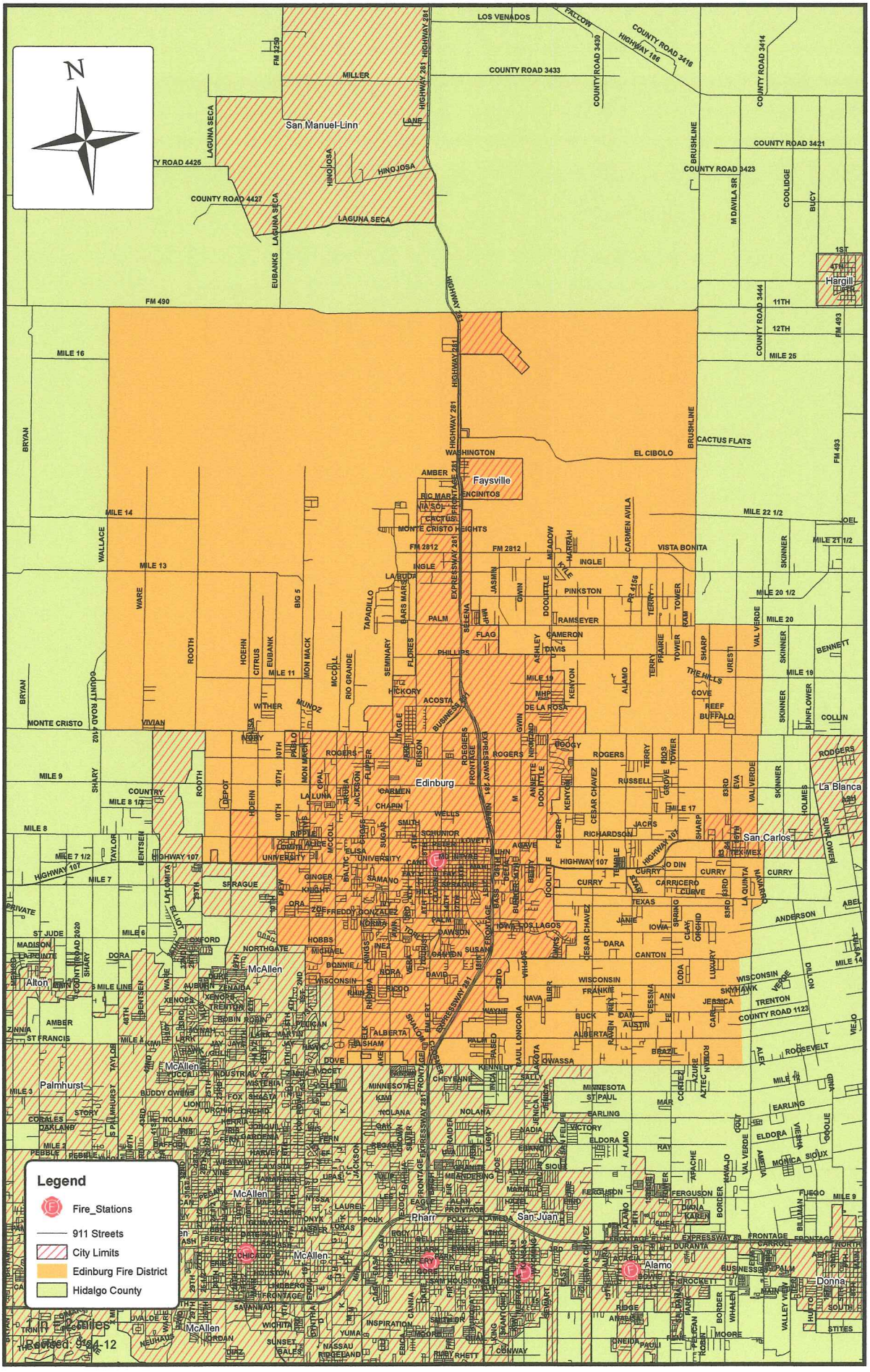
HCFMO Approval Amount: _____$250.00 _____$550.00 _____$1,100.00

EXHIBIT "B"

PAY OUT PLAN:			
	2016	2017	2018
CATEGORY I	$ 1,100	$ 1,250	$ 1,375
CATEGORY II	$ 550	$ 600	$ 665
CATEGORY II	$ 250	$ 275	$ 300

EXHIBIT "C"

Edinburg Fire District



Interlocal Cooperation Agreement between City of Donna and Hidalgo County, Texas.

STATE OF TEXAS

COUNTY OF HIDALGO

THIS Interlocal Cooperation Agreement is made on the 1 day of **December,** by and between the COUNTY OF HIDALGO, TEXAS, hereafter called County, and the City of **Donna,** TEXAS, a municipal corporation/non-incorporated area hereinafter called CITY/ENTITY, is made under the authority of Chapter 791.001, Texas Government Code to be effective on the 1 day of **January, 2016**.

Entity and County are authorized to enter into this Agreement pursuant to the Interlocal Cooperation Act, Texas Government Code 791.001 et seq., which authorizes local governments to contract with each other to perform Governmental functions under the terms of the Act.

1.0 TERMS

1.1 This contract shall be for a period commencing on **January 1, 2016**, and shall terminate on **January 1, 2019**.

1.2 After **January 1, 2019**, this Contract, unless terminated as provided elsewhere shall be renewed on a month-to-month basis, under the same fee(s), rate(s), term and conditions of this agreement, until re-negotiated by mutual consent of both parties.

1.3 Either party has the option to terminate this Contract without cause by written notification, to the other on sixty (60) day notice.

1.4 The Rural Emergency Service Incident Report (Exhibit "A") form must be utilized as part of the monthly report submitted to the County Fire Marshal or his designee.

1.5 Any modifications to invoices shall be approved by both parties. Denial of any reimbursement shall be made within fourteen (14) working days after receipt of such invoice by the County Fire Marshal. Invoices which are approved shall be paid no later than thirty (30) days upon receipt of invoice by County.

1.6 Commencing on the 1 day of **January** 2016 and on each anniversary of that date thereafter, the parties hereinafter agree to an annual increase as identified in (Exhibit "B").

2.0 DEFINITIONS

BEE ATTACK – Any response to a situation where there is an on-going attack on person(s), domestic animal(s), and/or livestock, or a recent attack that requires first responder entrance into the immediate scene to rescue any person(s.) **EXCLUDING** situations of bee removal of hazards where no attack is in progress, or sustained at the time of response.

CATEGORY – All responses shall be categorized in a category that will be enumerated as I, II, III. Categories are designed to simplify reporting, queries and reimbursement requests.

COUNTY FIRE MARSHAL – the person appointed by the Commissioners Court in accordance with LGC 352 who is responsible for the administration of fire investigations, fire safety inspections, and fire prevention activities, administration of the Rural Emergency Services Contract and enforcement of the most recently adopted International Fire Code. This is a Sworn position.

ENTITY - Parent organization of Fire Department whose members are full time, part time, paid or unpaid volunteers and for the purposes of this contract includes any elements from any public works department that are requested or deployed to assist with the suppression, control or extinguishment of a fire.

COUNTY FIRE INVESTIGATORS – Those officers designated as such, by the County Fire Marshal that are responsible for all duties which may be assigned by the County Fire Marshal.

CHIEF DEPUTY / DEPUTY FIRE MARSHAL – Those officers designated and commissioned by the County Fire Marshal that are responsible for all duties which may be assigned by the County Fire Marshal.

FALSE ALARM CALL - Any emergency response to a mischievous or malicious call, or false call; or fire alarm system malfunctions that require fire personnel to investigate the scene or incident to make a determination as to whether or not there is a fire. If there are two or more alarms at the same location for the same reason, and from the same source, the responding Entity shall notify the Fire Marshal by the next working date.

FIREFIGHTING – Any working Structural or Commercial Vehicle fire upon arrival, a petroleum based fire **EXCLUDING** rubbish fire(s) (trash fire), or Authorized, Unauthorized Uncontrolled/ controlled land clearing fire(s).

GOOD INTENT CALLS – Any emergency call response where fire personnel were summoned, but were not required dealing with the incident, there was no actual incident, where no actual services, investigation, or standby was rendered or needed. Response to this type of call must come through a dispatch point.

HAZARDOUS MATERIAL FIRST RESPONDER INCIDENT – any response to any incident at the first responder (awareness, and operations) level, as defined by the Environmental Protection Agency and/or the Texas Commission on Environmental Quality and includes, hazardous material Identification, low level containment / Mitigation, i.e. fuel spills, from any vehicle, including motor vehicles, trains, motorcycle or aircraft.

HAZARDOUS MATERIAL TECHNICIAN LEVEL INCIDENT– any response to any incident at the Technician level, as defined by the Environmental Protection Agency and/or the Texas Commission on Environmental Quality and includes, hazardous material Identification via Monitoring / Identification devices, and or specialized equipment for such purposes, High level containment / Mitigation, i.e. Solid, Liquid, Gas (Vapor) Chemical / Fuel spills from and structure, vehicle, and or storage type facility..

INCORPORATED AREA - any area(s) within Hidalgo County that exist at time of execution thereof, and as they may be amended by reasons of annexation and/or de-annexation of property by any respective city.

LAW ENFORCEMENT ASSISTANCE – any non-fire assistance requested by County, State, or Federal Law Enforcement Agency, and includes, but is not limited to – vehicle recovery (water), crowd control, and "standing-by" for any situation in pursuance of a law enforcement, and or Investigative mission **EXCLUDING** MVA duties (traffic Control, washdowns, patient packaging).

MASS CASUALTY INCIDENT – all emergency rescues and/or recovery of victims, eight (8) victims or more, from any major incident or accident, i.e. Haz-Mat, aircraft, any passenger transportation bus, regardless of cause, building collapse, or assembly area.

MEDICAL CALL – In an emergency situation, under exigent circumstances, where there is a delayed response by the contracted EMS provider (Greater than 20 Minutes) and the situation dictates immediate medical attention due to the delay by the EMS provider **excluding** immediate first aid to stabilize a victim at a scene, when already on scene. This section is not to be construed as a reimbursement plan for a fire-based department that operates an emergency medical service (EMS) otherwise covered by any other contracts that are already in place.

MUTUAL AID – A Primary Entity response to an emergency event where the situation is of such magnitude , either upon arrival or during the actual response, that the primary city/entity must declare a multiple alarm and request response from one or more Secondary Entity(s) and such assistance is necessary to control, extinguish, or otherwise assist with the response. This includes any element of public works that is called upon to help mitigate the emergency. The call for additional resources made by the Primary Entity from the Secondary Entity may be based on the extenuating circumstances, and may be made by the on-scene incident commander, and must go through a dispatch point with approval from the most senior officer that is on duty for the Entity. The Fire Marshal may authorize and/or request mutual aid at any time whether or not on-scene, when the request is made directly to them. Secondary entities may be reimbursed at the same rate as the primary entity upon approval of the Fire Marshal, when sufficiently documented as a "Special Situation".

NATURAL VEGETATION – The plants of an area or region, collectively – any plant life, present in or produced by nature, whether growing or not. Fuel for a wild-land or grass fire.

OPERATIONAL PERIOD – 12 hour standard as recognized by the National Incident Management system.

PETROLEUM BASED INCIDENT – any incident or fire whose main fuel source includes natural gas, liquefied gas, crude or refined oil or any other petroleum based product that may be used or processed as fuel or as a precursor for fuel. It also includes any storage container, conveyance of said

product, whether by motor vehicle, pipeline or any other type of transport medium **EXCLUDING** propane tanks used for residential or commercial service (100lbs or under).

PRIMARY ENTITY – the Entity who is a party to this contract with the County that is assigned to respond as the lead fire-based response agency to an area where the emergency occurred as per Section II, Paragraph A, of this contract. This may be based on geographical assignments or capability.

PUBLIC WORKS RESPONSE – Any incident response that requires operational support elements from what is commonly referred to as Public Works, to respond to an emergency situation, to help mitigate, control, or otherwise facilitate the overall response. This response may only be requested and authorized by the on-scene Incident Commander through the Fire Marshal.

RECOVERY CALL – Body - Any recovery of a deceased victim.

REIMBURSEMENT PLAN – method by which a Entity is reimbursed by the County for emergency services rendered in any rural area within Hidalgo County.

REGIONAL RESPONSE TEAM – response to any special situation to provide tactical rescue assistance and support for any first responder regardless of discipline. Regional Response Teams are based and maintained from the Lower Rio Grande Valley Development Council (LRGVDC) Homeland Security Association Committee (HSAC).

RESPONSE AREA – the geographical area assigned to the Entity within the rural areas of the County, wherein the respective Entity Shall be responsible for primary response to an emergency call for service.

RUBBISH – trash, garbage, brush, grass or other unwanted things, and includes any tangible item discarded, collected, or recycled arranged as to burn for cleaning / clearing as a part of a controlled situation, whether permitted or not.

RURAL AREA – any non-incorporated areas within Hidalgo County, as they exist at the time of execution thereof, and as they may be amended by reasons of annexation and/or de-annexation of

property by any respective city or any incorporated area within Hidalgo County that does not provide its own emergency services or response.

RURAL RESPONSE DISTRICT – The area designated for the respective Primary Entity for emergency response within a delineated geographical area as depicted and described in Exhibit "B", attached hereof. The rural response district may be amended from time to time pursuant to Section3.2.

SEARCH and RESCUE CALLS – all rescues of person(s) living , from water, high angle, confined space, or all rescue/extrication of person(s) from entanglement, entrapment, enclosed areas, elevators, building collapse **EXCLUDING** Recovery, and/or Vehicle Extrication.

SECONDARY CITY – the Entity who is a party to a cooperative agreement with the County and is assigned or requested to respond to assist the primary city in any type of emergency response to an area where the emergency occurred (Mutual Aid). The response may occur anywhere within the rural County and may be based on geographical assignment or capability **EXCLUDING** all aid to other Jurisdictions in their city limits.

SERVICE CALLS – any call involving unauthorized burning, smoke scare, mischievous or malicious calls, and alarm system malfunctions requiring fire personnel to deal with an incident, but where no actual services, investigation or standby was rendered or needed.

SPECIAL SITUATIONS – Any situation in which the Entity performed in a manner that is not covered in any of the above described situations, or for an extended period of time. The Fire Chief must justify the exigent circumstances for the response to the incident and reason for reimbursement request. If the response by the Entity covers two or more operational periods, this fee may charged per day, above and beyond any other fees. The Fire Chief shall seek authorization from the County Fire Marshal, or his representative, justifying the exigent circumstances for the response to the incident prior to responding to a special situation. If authorized by the County Fire Marshal and if the response by the Entity covers two or more operational periods, this fee may be charged per day, above and beyond any other fees.

STRUCTURE – any construction within reason, or any production or piece of work artificially built or composed of parts joined together in some definite manner, that is built, under construction or constructed and it includes any edifice, or building of any kind.

TRAFFIC CONTROL – Any incident response where the nature of the call is strictly for traffic control assistance.

MOTOR VEHICULAR ACCIDENT (MVA) – any motor vehicle or automobile collision regardless of amount of or type of vehicles involved, where services other than "VEHICULAR EXTRICATION" is performed.

VEHICULAR EXTRICATION – any emergency extrication of person(s) with the use of specialized hydraulic, and or manual tools from wreckage entanglement as a result of an automobile collision, regardless of motor vehicle type.

VEHICLE FIRE -A working fire – upon arrival that involves any vehicle fire. (i.e. Semi-Truck and or Trailer, Transport Vehicle, Service Vehicles, commuter bus or personal vehicle, car, truck, van).

WASH DOWN – Any hazardous based spill where there is no fire and the spill is under thirty-five (35) gallons. I.e. roadway, parking lots, etc. that requires a wash down – no vehicular accident.

WILDLAND FIRE - Any fire occurring in vegetative areas regardless of ignition sources, damages or benefits. An uncontrolled fire in grassland, brush-land, or land sown to crops. For the purposes of this contract any fire within the confines of the above definitions that requires an emergency response of an entity **excluding** prescribed type Brush land clearing operation or rubbish fire(s).

WIRELINE INCIDENTS (All TYPES) – where the response is of such nature that there is a "downed-wire" or "low-hanging wire" or energized or with or without fire- and the responding Entity must standby and await the arrival of a utility company or responding Entity must remove, and or mitigate the non-emergency situation. Any situation where there is immediate danger to the public from an electrical wire, and the situation dictate immediate traffic control, or public redirection or any situation where there is no immediate danger to the public from an electrical wire, and the situation

does not dictate immediate traffic control, or public redirection. Where the entity is not required to stand-by for the service company.

3.0 ENTITY RESPONSIBILITIES

3.1 Entity hereby agrees to provide emergency fire response based services, if resources are available, to the geographically assigned Rural Response District, within the County, as may be required by the County Fire Marshal or otherwise as delineated within this contract.

3.2 Entity hereby agrees to the designation of Primary (response) within their designated Rural Response District as depicted in the attached map, as Exhibit "C". Each Entity Rural Response District may be amended from time to time during the period of this contract by annexation or de-annexation of property by any respective city(s), or by agreement of the County Fire Marshal, and Fire Chief(s) responsible for the existing Rural Response District. The Response Districts and assigned Entity will be provided to the designated 911 Coordinator and the Sheriff's Office. A map depicting the Rural Response Districts of all participating Entity(s) shall be maintained and provided upon request by the County Fire Marshal, at their designated office.

3.3 Entity hereby agrees to seek authorization from the County Fire Marshal **PRIOR** to responding to a XXX outside of the Rural Response Districts' geographical area as delineated and depicted in Exhibit "B". Unless authorized by the County Fire Marshal, Entity and/or Rural Response District shall not be reimbursed for services rendered outside their designated geographical area.

3.4 Entity hereby agrees to provide the County Fire Marshal, with any and all records, reports, and documents, to include, but not limited to, statistics, data, calls for service records, dispatch logs, and any other records or other documents necessary to support the invoice or request for reimbursement as herein provided. In the absence of the Fire Marshal, said records, reports, and documents may be provided to the County Judge or his designee. The standard reimbursement request shall be timely submitted. Unless this subsection is fully complied with, reimbursements shall not be granted.

3.5 Entity agrees that in multi-agency response calls, the communications interoperability radio channels will be used as primary communications with the designated incident commander. The Incident Commander or assigned communications officer may designate user and sub-user groups as necessary.

3.6 Entity agrees to allow the County Fire Marshal, full access to any and all operational communications frequencies / talk groups, that the Entity operates on and authorize the County Fire Marshal to use

those frequencies/talk groups during a response to a designated emergency situation that the Entity responds to. This will include assigning user-identification numbers (if available) to any County Fire Marshal communications radio.

3.7 Entity agrees to practice NIMS/ICS during any multi-agency – multi-tiered response.

3.8 Entity agrees to provide its' own insurance for equipment, vehicles, and personnel used in performing any of the services described herein. Emergency vehicles and fire-fighting equipment must be owned and/or managed by the Entity. Entity agrees to provide proof of current and adequate vehicle, equipment and workmen's compensation insurance to the County upon submission of this contract or upon request from the County Fire Marshal.

3.9 During extended operations as designated by the Incident Commander, the Entity agrees to provide adequate hydration and sustenance for its firefighters/emergency response personnel.

3.10 Entity agrees that it will not cause, create or allow any type of "roving-patrols" or "smoke-hunting / chasing" operations by full-time employees, volunteers or paid-volunteers, in an effort to seek out emergency responses. Any simple trash burning calls will be referred to the appropriate law enforcement agency, i.e.. Fire Marshal, Constable Office or Sheriff's Office, unless the Roving preventive fire patrol activity is requested and authorized by the Fire Marshal in writing during an emergency situation, burn ban period, or fireworks ban period.

COUNTY RESPONSIBILITIES

4.1 In consideration for the Entity's Rural Emergency Services, the County will reimburse the Entity in the manner provided herein.

4.2 The County shall designate a person and office that shall be known as the County Fire Marshal and County Fire Marshal's Office, who shall have the following responsibilities;

4.2.1 **ADMINISTRATION**

a. Administration of Fire Marshal's Office

b. Cause Burn Ban Signs (during designated times) to be displayed in conspicuous locations at all major roadway entrances to the County.

c. Commercial Building Inspections

d. Fire Safety Inspections

e. Adult and Child Day Care Facility Inspections

f. Health Care Facility Inspections

g. Existing and New Construction Inspections

h. Implementation and Enforcement of the most current version of the International Fire Code.

i. Issuance and Regulation of Burn Permits in Rural County areas

j. Monitor weather conditions and cause burn bans and fireworks bans to be enacted by the Commissioners Court, as appropriate.

k. Plat/Plan Reviews and approvals

l.

4.2.2 **INVESTIGATIONS**

a. Conduct Fire Investigations

b. Assist and guide other law enforcement agencies with Fire Code violations and enforcement.

c. Provide Information and Reports

d. Provide assistance to municipal departments with Fire Investigations, upon request.

e. Issue Citations, make arrests, and file criminal cases as appropriate.

4.2.3 **FIRE PREVENTION**

a. Plan, coordinate and direct activities.

b. Conduct and participate in training with all Fire Departments.

c. Acquire and maintain equipment.

d. Conduct public education.

e. Perform fire safety presentations.

4.2.4 **ADMINISTER RURAL EMERGENCY SERVICES CONTRACT**

a. Review and process all requests for reimbursements.

b. Will confer with appropriate Fire Chief on any discrepancies on requests for reimbursement.

c. Shall determine if a Rural Response District may respond to a XXX outside of the Rural Response Districts' geographical area as delineated and depicted in Exhibit "C".

4.2.5 **RESPONSE**

a. When requested, respond to a fire scene within a reasonable time to conduct an investigation into the cause of the fire.

b. Will respond to any major incidents.

c. Will integrate into the NIMS/ICS structure as appropriate

d. Will assist the Incident Commander with any duties as assigned.

e. Will provide Law Enforcement assistance/coordination as needed

5.0 LIABILITY

5.1 Entity and County agree pursuant to Section 352.004, Texas Local Government Code that the acts of any person or persons travelling to or from or in a manner as defined in Section 3, shall be deemed as the acts of agents or employees of the County in all respects, notwithstanding such person or persons may otherwise be employees or firefighters of the Entity.

5.2 The County of Hidalgo and Entity agree that they will provide general liability insurance coverage for liabilities caused by vehicles, equipment, and personnel. Entity shall be responsible for any damage to its vehicles or equipment used in performing services under this Agreement. Each party agrees that it shall provide general liability insurance coverage for the action of their respective employees and firefighters.

5.3 Nothing herein shall be construed to prevent either party from becoming self-insured. Each Entity participating and entering into this contract must provide written proof of

insurance to the County when submitting the contract for approval. Upon request by the County or it's duly authorized representative, the Entity must provide documentation of completion of any other State or Federal fire-fighting training requirements.

5.4 If either party cannot acquire the insurance required herein, this Agreement shall be void and the parties shall negotiate their respective obligations regarding emergency services response in the rural areas of Hidalgo County at the time. If at any time during the year the respective Entity loses its insurance capacity, it must immediately report this to the Fire Marshal and cease any responses to their assigned Rural Response District.

6.0 REIMBURSEMENT PLAN

6.1 County shall reimburse Entity for services provided hereunder in a lump sum with payment to be made monthly as follows:

6.1.1 Entity shall keep true and accurate records of all rural emergency services provided hereunder and shall submit, on a monthly basis (within a reasonable time), any Rural Emergency Service Incident Reports to the County Fire Marshal, reporting is a condition precedent to receiving payments from the County. The Rural Emergency Service Incident Report form(s), and supporting documents as listed in Section 3.4 shall be required as part of the monthly report. Accident Prevention Plan documentation is required from any Entity that utilized the County Worker's Compensation Policy, as described in Section 5.3.

6.1.2 County shall communicate and provide a written itemized list of emergency services not approved for reimbursement or any change in the reimbursement rate / category to the Entity with an explanation for the disapproval or change to the Fire Chief of entity for his approval or challenge within fourteen (14) working days of receipt of invoices from Entity.

6.1.3. County Fire Marshal shall accumulate records of all rural emergency service responses provided by all Entity(s) within Hidalgo County and shall calculate the amount due each Entity.

a. Any and all disputes of Entity reports shall be addressed directly to the Fire Marshal and/or the Entity in writing.

b. If a resolution of dispute for emergency response services cannot be reached, the reporting Entity may appeal to the Hidalgo County Commissioner's Court.

6.1.4. For all rural emergency calls serviced by the Entity within its emergency response district, Entity shall receive a monthly lump-sum payment for all authorized services, corresponding to that year, in accordance with the following payment schedule and categories;

(6.1.4.I.)	**CATEGORY I (CI)**	**Flat rate of $1,100.00 per incident.**
(6.1.4.II.)	**CATEGORY II (CII)**	**Flat Rate of $ 550.00 per incident**
(6.1.4.III.)	**CATEGORY III (CIII)**	**Flat Rate of $ 250.00 per incident.**

6.1.4.I. CATEGORY I. A rate of $ 1,100.00 per incident, as set forth, shall apply, during the terms of this Contract for:

.1 **FIREFIGHTING STRUCTURAL / COMMERCIAL VEHICLE** (as primary department)

.2 **HAZARDOUS MATERIALS (TECHNICIAN LEVEL)**

.3 **MASS CASUALTY**

.4 **RESCUE CALLS**

.5 **VEHICULAR EXTRICATION**

.6 **PUBLIC WORKS RESPONSE**

.7 **REGIONAL MEDICAL RESPONSE TEAM**

.8 **SECONDARY CITY/ENTITY** (in place of primary department.)

.9 **SPECIAL SITUATIONS**

.10 **GRASS / BRUSH WILDLAND FIRE**

.11 **REGIONAL RESPONSE TEAM**

6.1.4.II. CATEGORY II. A rate of $ 550.00 per incident, as set forth, shall apply, during the terms of this Contract for:

.1 **MEDICAL CALL**

.2 **MUTUAL AID**

.3 **MOTOR VEHICLE ACCIDENT (PATIENT PACKAGING, SECURE VEHICLE)**

.4 **LAW ENFORCEMENT ASSISTANCE**

.5 **RECOVERY CALL – BODY**

.6 **TRAFFIC CONTROL**

.7 **WASH DOWN**

.8 **BEE ATTACK**

.9 **PETROLEUM BASED INCIDENT STANDBY**

.10 **WIRELINE INCIDENTS (ALL TYPES)**

6.1.4. III CATEGORY III. A Rate of $ 250.00 per incident, as set forth, shall apply, during the terms of this Contract for:

.1 **LANDING ZONE**

.2 **HAZARDOUS MATERIALS (AWARENESS/OPERATIONS LEVEL)**

.3 **FALSE ALARM CALL**

.4 **GOOD INTENT CALLS**

.5 **SERVICE CALLS**

.6 **RUBBISH FIRE(S)(AUTHORIZED/UNAUTHORIZED CONTROLLED FIRE, PRESCRIBED BURN)**

.7 **PALM TREE FIRE (NON-MOVING VEGITATION)**

7.0. ASSIGNMENT

In the event a Rural Fire District(s) is created for the rural, non-incorporated areas of Hidalgo County, this contract may be assigned by County to such District, and Entity shall look solely to the District(s) to perform and assume all Obligations and Responsibilities of County.

8.0. AUDIT

Any and all requests from Entity for reimbursement from County or any past reimbursements made under this contract or its predecessors shall be subject to audit by the County Auditor's Office, and/or the Fire Marshal. Should an audit procedure be invoked, Entity agrees to provide any and all records, photographs, videos, or other documents, pertaining to any request or claim for reimbursement made or paid hereunder that are requested by the Auditor or Fire Marshal. Should the County Auditor determine that any payments made were not properly claimed under the terms of this contract, Entity agrees to remit the amount of payments so found by the County Auditor to the County within ten (10) working days, following the date of receipt of Entity of County Auditors written determination of same.

9.0. MISCELLANEOUS

9.1 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 the 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.

9.2 NO WAIVER. No waiver by any party hereto of any breach of any provision of this Agreement shall be deemed to be a waiver of any preceding or succeeding breach of the same or any other provision hereof.**9.3 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 indirectly 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. This Agreement supersedes any and all agreements by and between the parties hereto. All previous agreements concerning the subject matter hereof between the parties are terminated as of the date of this Agreement.

9.4 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.

9.5 NOTICE. Except as may be otherwise specifically provided in this Agreement, all notices, demands, request for 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 pre-paid and addressed to the parties at the addresses set forth below, or at such other addresses as may have been therefore specified by written notice delivered in accordance herewith:

If to Entity _____

_____

_____, Texas _____

If to County: County of Hidalgo
Ramon Garcia, County Judge
100 E. Cano St. 2nd Floor, Edinburg, Texas 78539 or
P.O. Box 1356, Edinburg, Texas 78540

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 of 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.

9.6 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.

9.7 SUCCESSORS. This agreement shall be binding upon and insure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors, and assigns where permitted by this Agreement.

9.8 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.

9.9 GENDER and NUMBER. All pronouns used in this Agreement shall include the other gender, whether used in the masculine, feminine, or neutral gender, and the singular shall include the plural whenever and as often as may be appropriate.

9.10 AUTHORITY TO EXECUTE. The execution and performance of this Agreement by each of the parties hereto has been duly authorized by all necessary laws, resolutions, ordinances, or governing body action, and the Agreement constitutes, the valid and enforceable obligations of the parties hereto in accordance with its terms.

9.11 PERFORMANCE of GOVERNMENT FUNCTIONS. Each party hereto is entering into this Agreement for the purpose of providing for governmental services or functions, and will pay for such services out of current revenues available to the paying party as herein provided.

9.12 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.

9.13 COMMITMENT of CURRENT REVENUES. In the event that, during any term hereof, the Commissioners Court does not appropriate sufficient funds to meet the obligations of County under this Agreement, County may terminate this Agreement upon ninety (90) days written notice to Company. County agrees, however, to use reasonable efforts to secure funds necessary for the continued performance of this Agreement. The parties intend this provision to be a continuing right to terminate this Agreement at the expiration of each budget period of County pursuant to the provisions of Tex. Loc. Govt. Code Ann. ' 271.903 (Vernon Supp. 1996).

9.14 MUTUAL INDEMNIFICATION. Without waiving its sovereign immunity, and to the extent provided by law, each party shall indemnify and hold harmless each other, its officers, officials, and employees from and against all claims and liabilities of any nature or kind, including costs and expenses for or on account of any claims, damages, losses, or expenses of any character whatsoever resulting in whole or in part from the negligent performance or omission of either party's employees or representatives connected with the activities described herein.

WITNESS THE HANDS OF THE PARTIES

(In duplicate originals effective on the day both parties' signatures are executed.

CITY OF ALTON

_____ _____

By: **Date**

ATTEST:

_____

City Secretary

COUNTY OF HIDALGO

_____ _____

Ramon Garcia, County Judge **Date**

ATTEST:

_____

Arturo Guajardo, Jr., County Clerk

Approved as to Form:

Office of Criminal District Attorney's Office
Ricardo Rodriguez, Jr.

By: _____
Victor M. Garza, Assistant District Attorney

EXHIBIT "A"

Rural Emergency Service Incident Report

(FORM MUST BE COMPLETED IN INK OR TYPED ON ALL INCIDENTS FOR REIMBURSEMENT) (Exhibit A)

DEPARTMENT: _____ COUNTY INCIDENT: _____

DATE :_____ ALARM TIME :_____ ARRIVAL TIME: _____ DEPART TIME: _____

SITUATION REPORTED:_____ SITUATION FOUND:_____

MUTUAL AID: _____ GIVEN: _____ RECEIVED: _____ DEPARTMENT: _____

_____ NON-APPLICABLE DEPARTMENT: _____

CALLER NAME: _____ REQUESTING PERSON: _____

CALLER NAME: _____

CALLER ADDRESS: _____ OTHER: _____ PHONE: _____

CALLER PHONE: _____ WALK-IN: _____

INCIDENT LOCATION: _____

OCCUPANT NAME: _____ OWNER NAME: _____

OWNER ADDRESS: _____

OWNER PHONE #: _____ OCCUPANT PHONE #: _____

INCIDENT CAUSE: _____

TYPE OF ACTION TAKEN: _____

UNITS RESPONDING: _____ UNITS COMMITTED: _____

OF PERSONNEL:_____ MILEAGE (ROUND TRIP):_____ ADVISED COUNTY FIRE MARSHAL: YES _____ NO: _____

COMMENTS:

_____

_____

_____

INCIDENT COMMANDER: _____ REPORT PREPARED BY: _____

ESTIMATED $ LOSS: _____ ATTEST: _____
FIRE CHIEF

REIMBURSEMENT REQUESTED: _____$250.00 _____$550.00 _____$1,100.00

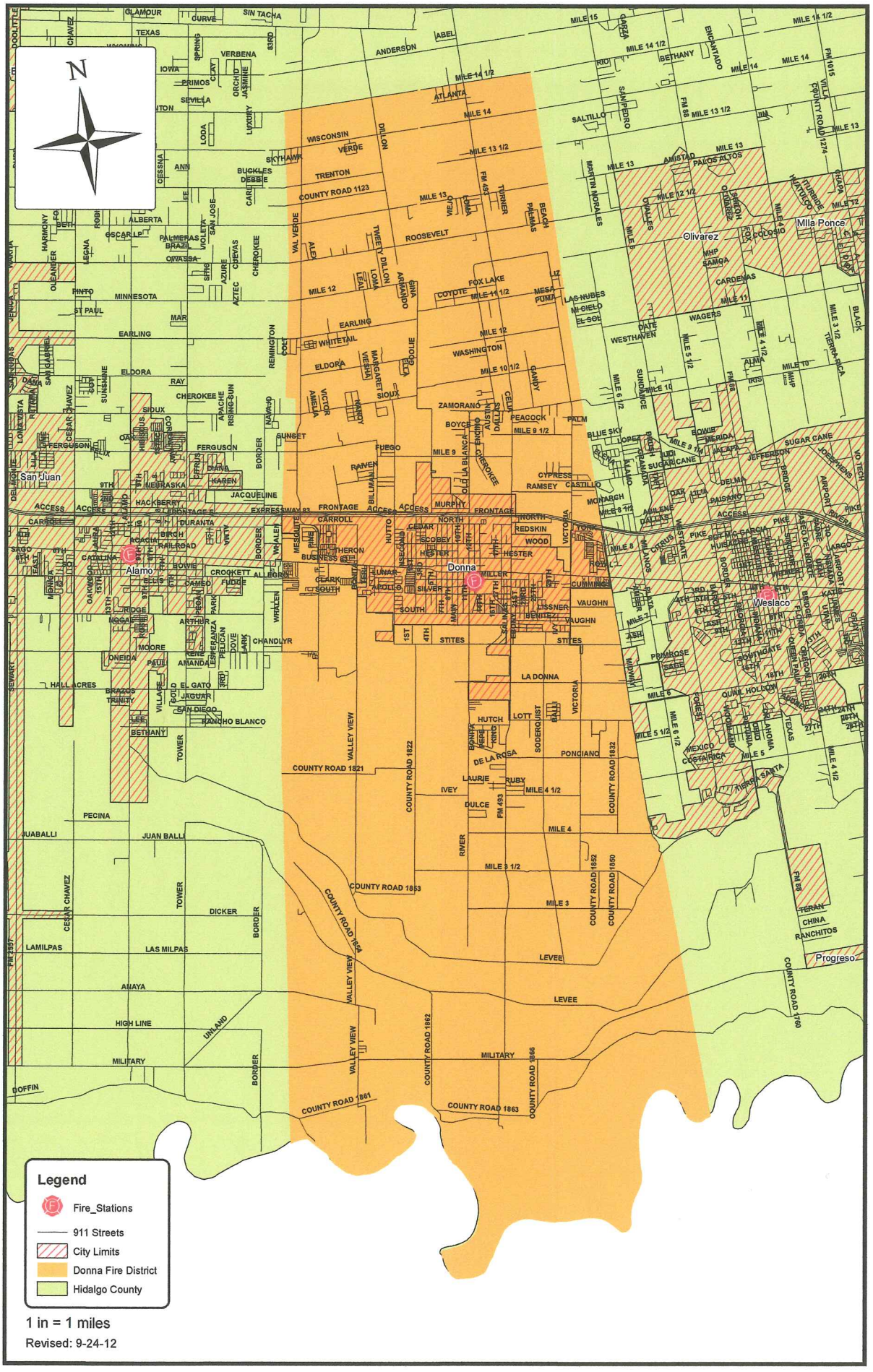
HCFMO Approval Amount: _____$250.00 _____$550.00 _____$1,100.00

EXHIBIT "B"

PAY OUT PLAN:			
	2016	**2017**	**2018**
CATEGORY I	$ 1,100	$ 1,250	$ 1,375
CATEGORY II	$ 550	$ 600	$ 665
CATEGORY II	$ 250	$ 275	$ 300

EXHIBIT "C"

Donna Fire District



Interlocal Cooperation Agreement between City of McAllen and Hidalgo County, Texas.

STATE OF TEXAS

COUNTY OF HIDALGO

THIS Interlocal Cooperation Agreement is made on the 1 day of **December,** by and between the COUNTY OF HIDALGO, TEXAS, hereafter called County, and the City of **McAllen,** TEXAS, a municipal corporation/non-incorporated area hereinafter called CITY/ENTITY, is made under the authority of Chapter 791.001, Texas Government Code to be effective on the 1 day of **January, 2016**.

Entity and County are authorized to enter into this Agreement pursuant to the Interlocal Cooperation Act, Texas Government Code 791.001 et seq., which authorizes local governments to contract with each other to perform Governmental functions under the terms of the Act.

1.0 TERMS

1.1 This contract shall be for a period commencing on **January 1, 2016**, and shall terminate on **January 1, 2019**.

1.2 After **January 1, 2019**, this Contract, unless terminated as provided elsewhere shall be renewed on a month-to-month basis, under the same fee(s), rate(s), term and conditions of this agreement, until re-negotiated by mutual consent of both parties.

1.3 Either party has the option to terminate this Contract without cause by written notification, to the other on sixty (60) day notice.

1.4 The Rural Emergency Service Incident Report (Exhibit "A") form must be utilized as part of the monthly report submitted to the County Fire Marshal or his designee.

1.5 Any modifications to invoices shall be approved by both parties. Denial of any reimbursement shall be made within fourteen (14) working days after receipt of such invoice by the County Fire Marshal. Invoices which are approved shall be paid no later than thirty (30) days upon receipt of invoice by County.

1.6 Commencing on the 1 day of **January** 2016 and on each anniversary of that date thereafter, the parties hereinafter agree to an annual increase as identified in (Exhibit "B").

2.0 DEFINITIONS

BEE ATTACK – Any response to a situation where there is an on-going attack on person(s), domestic animal(s), and/or livestock, or a recent attack that requires first responder entrance into the immediate scene to rescue any person(s.) **EXCLUDING** situations of bee removal of hazards where no attack is in progress, or sustained at the time of response.

CATEGORY – All responses shall be categorized in a category that will be enumerated as I, II, III. Categories are designed to simplify reporting, queries and reimbursement requests.

COUNTY FIRE MARSHAL – the person appointed by the Commissioners Court in accordance with LGC 352 who is responsible for the administration of fire investigations, fire safety inspections, and fire prevention activities, administration of the Rural Emergency Services Contract and enforcement of the most recently adopted International Fire Code. This is a Sworn position.

ENTITY - Parent organization of Fire Department whose members are full time, part time, paid or unpaid volunteers and for the purposes of this contract includes any elements from any public works department that are requested or deployed to assist with the suppression, control or extinguishment of a fire.

COUNTY FIRE INVESTIGATORS – Those officers designated as such, by the County Fire Marshal that are responsible for all duties which may be assigned by the County Fire Marshal.

CHIEF DEPUTY / DEPUTY FIRE MARSHAL – Those officers designated and commissioned by the County Fire Marshal that are responsible for all duties which may be assigned by the County Fire Marshal.

FALSE ALARM CALL - Any emergency response to a mischievous or malicious call, or false call; or fire alarm system malfunctions that require fire personnel to investigate the scene or incident to make a determination as to whether or not there is a fire. If there are two or more alarms at the same location for the same reason, and from the same source, the responding Entity shall notify the Fire Marshal by the next working date.

FIREFIGHTING – Any working Structural or Commercial Vehicle fire upon arrival, a petroleum based fire **EXCLUDING** rubbish fire(s) (trash fire), or Authorized, Unauthorized Uncontrolled/ controlled land clearing fire(s).

GOOD INTENT CALLS – Any emergency call response where fire personnel were summoned, but were not required dealing with the incident, there was no actual incident, where no actual services, investigation, or standby was rendered or needed. Response to this type of call must come through a dispatch point.

HAZARDOUS MATERIAL FIRST RESPONDER INCIDENT – any response to any incident at the first responder (awareness, and operations) level, as defined by the Environmental Protection Agency and/or the Texas Commission on Environmental Quality and includes, hazardous material Identification, low level containment / Mitigation, i.e. fuel spills, from any vehicle, including motor vehicles, trains, motorcycle or aircraft.

HAZARDOUS MATERIAL TECHNICIAN LEVEL INCIDENT– any response to any incident at the Technician level, as defined by the Environmental Protection Agency and/or the Texas Commission on Environmental Quality and includes, hazardous material Identification via Monitoring / Identification devices, and or specialized equipment for such purposes, High level containment / Mitigation, i.e. Solid, Liquid, Gas (Vapor) Chemical / Fuel spills from and structure, vehicle, and or storage type facility..

INCORPORATED AREA - any area(s) within Hidalgo County that exist at time of execution thereof, and as they may be amended by reasons of annexation and/or de-annexation of property by any respective city.

LAW ENFORCEMENT ASSISTANCE – any non-fire assistance requested by County, State, or Federal Law Enforcement Agency, and includes, but is not limited to – vehicle recovery (water), crowd control, and "standing-by" for any situation in pursuance of a law enforcement, and or Investigative mission **EXCLUDING** MVA duties (traffic Control, washdowns, patient packaging).

MASS CASUALTY INCIDENT – all emergency rescues and/or recovery of victims, eight (8) victims or more, from any major incident or accident, i.e. Haz-Mat, aircraft, any passenger transportation bus, regardless of cause, building collapse, or assembly area.

MEDICAL CALL – In an emergency situation, under exigent circumstances, where there is a delayed response by the contracted EMS provider (Greater than 20 Minutes) and the situation dictates immediate medical attention due to the delay by the EMS provider **excluding** immediate first aid to stabilize a victim at a scene, when already on scene. This section is not to be construed as a reimbursement plan for a fire-based department that operates an emergency medical service (EMS) otherwise covered by any other contracts that are already in place.

MUTUAL AID – A Primary Entity response to an emergency event where the situation is of such magnitude , either upon arrival or during the actual response, that the primary city/entity must declare a multiple alarm and request response from one or more Secondary Entity(s) and such assistance is necessary to control, extinguish, or otherwise assist with the response. This includes any element of public works that is called upon to help mitigate the emergency. The call for additional resources made by the Primary Entity from the Secondary Entity may be based on the extenuating circumstances, and may be made by the on-scene incident commander, and must go through a dispatch point with approval from the most senior officer that is on duty for the Entity. The Fire Marshal may authorize and/or request mutual aid at any time whether or not on-scene, when the request is made directly to them. Secondary entities may be reimbursed at the same rate as the primary entity upon approval of the Fire Marshal, when sufficiently documented as a "Special Situation".

NATURAL VEGETATION – The plants of an area or region, collectively – any plant life, present in or produced by nature, whether growing or not. Fuel for a wild-land or grass fire.

OPERATIONAL PERIOD – 12 hour standard as recognized by the National Incident Management system.

PETROLEUM BASED INCIDENT – any incident or fire whose main fuel source includes natural gas, liquefied gas, crude or refined oil or any other petroleum based product that may be used or processed as fuel or as a precursor for fuel. It also includes any storage container, conveyance of said

product, whether by motor vehicle, pipeline or any other type of transport medium **EXCLUDING** propane tanks used for residential or commercial service (100lbs or under).

PRIMARY ENTITY – the Entity who is a party to this contract with the County that is assigned to respond as the lead fire-based response agency to an area where the emergency occurred as per Section II, Paragraph A, of this contract. This may be based on geographical assignments or capability.

PUBLIC WORKS RESPONSE – Any incident response that requires operational support elements from what is commonly referred to as Public Works, to respond to an emergency situation, to help mitigate, control, or otherwise facilitate the overall response. This response may only be requested and authorized by the on-scene Incident Commander through the Fire Marshal.

RECOVERY CALL – Body - Any recovery of a deceased victim.

REIMBURSEMENT PLAN – method by which a Entity is reimbursed by the County for emergency services rendered in any rural area within Hidalgo County.

REGIONAL RESPONSE TEAM – response to any special situation to provide tactical rescue assistance and support for any first responder regardless of discipline. Regional Response Teams are based and maintained from the Lower Rio Grande Valley Development Council (LRGVDC) Homeland Security Association Committee (HSAC).

RESPONSE AREA – the geographical area assigned to the Entity within the rural areas of the County, wherein the respective Entity Shall be responsible for primary response to an emergency call for service.

RUBBISH – trash, garbage, brush, grass or other unwanted things, and includes any tangible item discarded, collected, or recycled arranged as to burn for cleaning / clearing as a part of a controlled situation, whether permitted or not.

RURAL AREA – any non-incorporated areas within Hidalgo County, as they exist at the time of execution thereof, and as they may be amended by reasons of annexation and/or de-annexation of

property by any respective city or any incorporated area within Hidalgo County that does not provide its own emergency services or response.

RURAL RESPONSE DISTRICT – The area designated for the respective Primary Entity for emergency response within a delineated geographical area as depicted and described in Exhibit "B", attached hereof. The rural response district may be amended from time to time pursuant to Section3.2.

SEARCH and RESCUE CALLS – all rescues of person(s) living , from water, high angle, confined space, or all rescue/extrication of person(s) from entanglement, entrapment, enclosed areas, elevators, building collapse **EXCLUDING** Recovery, and/or Vehicle Extrication.

SECONDARY CITY – the Entity who is a party to a cooperative agreement with the County and is assigned or requested to respond to assist the primary city in any type of emergency response to an area where the emergency occurred (Mutual Aid). The response may occur anywhere within the rural County and may be based on geographical assignment or capability **EXCLUDING** all aid to other Jurisdictions in their city limits.

SERVICE CALLS – any call involving unauthorized burning, smoke scare, mischievous or malicious calls, and alarm system malfunctions requiring fire personnel to deal with an incident, but where no actual services, investigation or standby was rendered or needed.

SPECIAL SITUATIONS – Any situation in which the Entity performed in a manner that is not covered in any of the above described situations, or for an extended period of time. The Fire Chief must justify the exigent circumstances for the response to the incident and reason for reimbursement request. If the response by the Entity covers two or more operational periods, this fee may charged per day, above and beyond any other fees. The Fire Chief shall seek authorization from the County Fire Marshal, or his representative, justifying the exigent circumstances for the response to the incident prior to responding to a special situation. If authorized by the County Fire Marshal and if the response by the Entity covers two or more operational periods, this fee may be charged per day, above and beyond any other fees.

STRUCTURE – any construction within reason, or any production or piece of work artificially built or composed of parts joined together in some definite manner, that is built, under construction or constructed and it includes any edifice, or building of any kind.

TRAFFIC CONTROL – Any incident response where the nature of the call is strictly for traffic control assistance.

MOTOR VEHICULAR ACCIDENT (MVA) – any motor vehicle or automobile collision regardless of amount of or type of vehicles involved, where services other than "VEHICULAR EXTRICATION" is performed.

VEHICULAR EXTRICATION – any emergency extrication of person(s) with the use of specialized hydraulic, and or manual tools from wreckage entanglement as a result of an automobile collision, regardless of motor vehicle type.

VEHICLE FIRE -A working fire – upon arrival that involves any vehicle fire. (i.e. Semi-Truck and or Trailer, Transport Vehicle, Service Vehicles, commuter bus or personal vehicle, car, truck, van).

WASH DOWN – Any hazardous based spill where there is no fire and the spill is under thirty-five (35) gallons. I.e. roadway, parking lots, etc. that requires a wash down – no vehicular accident.

WILDLAND FIRE - Any fire occurring in vegetative areas regardless of ignition sources, damages or benefits. An uncontrolled fire in grassland, brush-land, or land sown to crops. For the purposes of this contract any fire within the confines of the above definitions that requires an emergency response of an entity **excluding** prescribed type Brush land clearing operation or rubbish fire(s).

WIRELINE INCIDENTS (All TYPES) – where the response is of such nature that there is a "downed-wire" or "low-hanging wire" or energized or with or without fire- and the responding Entity must standby and await the arrival of a utility company or responding Entity must remove, and or mitigate the non-emergency situation. Any situation where there is immediate danger to the public from an electrical wire, and the situation dictate immediate traffic control, or public redirection or any situation where there is no immediate danger to the public from an electrical wire, and the situation

does not dictate immediate traffic control, or public redirection. Where the entity is not required to stand-by for the service company.

3.0 ENTITY RESPONSIBILITIES

3.1 Entity hereby agrees to provide emergency fire response based services, if resources are available, to the geographically assigned Rural Response District, within the County, as may be required by the County Fire Marshal or otherwise as delineated within this contract.

3.2 Entity hereby agrees to the designation of Primary (response) within their designated Rural Response District as depicted in the attached map, as Exhibit "C". Each Entity Rural Response District may be amended from time to time during the period of this contract by annexation or de-annexation of property by any respective city(s), or by agreement of the County Fire Marshal, and Fire Chief(s) responsible for the existing Rural Response District. The Response Districts and assigned Entity will be provided to the designated 911 Coordinator and the Sheriff's Office. A map depicting the Rural Response Districts of all participating Entity(s) shall be maintained and provided upon request by the County Fire Marshal, at their designated office.

3.3 Entity hereby agrees to seek authorization from the County Fire Marshal **PRIOR** to responding to a XXX outside of the Rural Response Districts' geographical area as delineated and depicted in Exhibit "B". Unless authorized by the County Fire Marshal, Entity and/or Rural Response District shall not be reimbursed for services rendered outside their designated geographical area.

3.4 Entity hereby agrees to provide the County Fire Marshal, with any and all records, reports, and documents, to include, but not limited to, statistics, data, calls for service records, dispatch logs, and any other records or other documents necessary to support the invoice or request for reimbursement as herein provided. In the absence of the Fire Marshal, said records, reports, and documents may be provided to the County Judge or his designee. The standard reimbursement request shall be timely submitted. Unless this subsection is fully complied with, reimbursements shall not be granted.

3.5 Entity agrees that in multi-agency response calls, the communications interoperability radio channels will be used as primary communications with the designated incident commander. The Incident Commander or assigned communications officer may designate user and sub-user groups as necessary.

3.6 Entity agrees to allow the County Fire Marshal, full access to any and all operational communications frequencies / talk groups, that the Entity operates on and authorize the County Fire Marshal to use

those frequencies/talk groups during a response to a designated emergency situation that the Entity responds to. This will include assigning user-identification numbers (if available) to any County Fire Marshal communications radio.

3.7 Entity agrees to practice NIMS/ICS during any multi-agency – multi-tiered response.

3.8 Entity agrees to provide its' own insurance for equipment, vehicles, and personnel used in performing any of the services described herein. Emergency vehicles and fire-fighting equipment must be owned and/or managed by the Entity. Entity agrees to provide proof of current and adequate vehicle, equipment and workmen's compensation insurance to the County upon submission of this contract or upon request from the County Fire Marshal.

3.9 During extended operations as designated by the Incident Commander, the Entity agrees to provide adequate hydration and sustenance for its firefighters/emergency response personnel.

3.10 Entity agrees that it will not cause, create or allow any type of "roving-patrols" or "smoke-hunting / chasing" operations by full-time employees, volunteers or paid-volunteers, in an effort to seek out emergency responses. Any simple trash burning calls will be referred to the appropriate law enforcement agency, i.e.. Fire Marshal, Constable Office or Sheriff's Office, unless the Roving preventive fire patrol activity is requested and authorized by the Fire Marshal in writing during an emergency situation, burn ban period, or fireworks ban period.

COUNTY RESPONSIBILITIES

4.1 In consideration for the Entity's Rural Emergency Services, the County will reimburse the Entity in the manner provided herein.

4.2 The County shall designate a person and office that shall be known as the County Fire Marshal and County Fire Marshal's Office, who shall have the following responsibilities;

4.2.1 **ADMINISTRATION**

a. Administration of Fire Marshal's Office

b. Cause Burn Ban Signs (during designated times) to be displayed in conspicuous locations at all major roadway entrances to the County.

c. Commercial Building Inspections

d. Fire Safety Inspections

e. Adult and Child Day Care Facility Inspections

f. Health Care Facility Inspections

g. Existing and New Construction Inspections

h. Implementation and Enforcement of the most current version of the International Fire Code.

i. Issuance and Regulation of Burn Permits in Rural County areas

j. Monitor weather conditions and cause burn bans and fireworks bans to be enacted by the Commissioners Court, as appropriate.

k. Plat/Plan Reviews and approvals

l.

4.2.2 **INVESTIGATIONS**

a. Conduct Fire Investigations

b. Assist and guide other law enforcement agencies with Fire Code violations and enforcement.

c. Provide Information and Reports

d. Provide assistance to municipal departments with Fire Investigations, upon request.

e. Issue Citations, make arrests, and file criminal cases as appropriate.

4.2.3 **FIRE PREVENTION**

a. Plan, coordinate and direct activities.

b. Conduct and participate in training with all Fire Departments.

c. Acquire and maintain equipment.

d. Conduct public education.

e. Perform fire safety presentations.

4.2.4 **ADMINISTER RURAL EMERGENCY SERVICES CONTRACT**

a. Review and process all requests for reimbursements.

b. Will confer with appropriate Fire Chief on any discrepancies on requests for reimbursement.

c. Shall determine if a Rural Response District may respond to a XXX outside of the Rural Response Districts' geographical area as delineated and depicted in Exhibit "C".

4.2.5 **RESPONSE**

a. When requested, respond to a fire scene within a reasonable time to conduct an investigation into the cause of the fire.

b. Will respond to any major incidents.

c. Will integrate into the NIMS/ICS structure as appropriate

d. Will assist the Incident Commander with any duties as assigned.

e. Will provide Law Enforcement assistance/coordination as needed

5.0 LIABILITY

5.1 Entity and County agree pursuant to Section 352.004, Texas Local Government Code that the acts of any person or persons travelling to or from or in a manner as defined in Section 3, shall be deemed as the acts of agents or employees of the County in all respects, notwithstanding such person or persons may otherwise be employees or firefighters of the Entity.

5.2 The County of Hidalgo and Entity agree that they will provide general liability insurance coverage for liabilities caused by vehicles, equipment, and personnel. Entity shall be responsible for any damage to its vehicles or equipment used in performing services under this Agreement. Each party agrees that it shall provide general liability insurance coverage for the action of their respective employees and firefighters.

5.3 Nothing herein shall be construed to prevent either party from becoming self-insured. Each Entity participating and entering into this contract must provide written proof of

insurance to the County when submitting the contract for approval. Upon request by the County or it's duly authorized representative, the Entity must provide documentation of completion of any other State or Federal fire-fighting training requirements.

5.4 If either party cannot acquire the insurance required herein, this Agreement shall be void and the parties shall negotiate their respective obligations regarding emergency services response in the rural areas of Hidalgo County at the time. If at any time during the year the respective Entity loses its insurance capacity, it must immediately report this to the Fire Marshal and cease any responses to their assigned Rural Response District.

6.0 REIMBURSEMENT PLAN

6.1 County shall reimburse Entity for services provided hereunder in a lump sum with payment to be made monthly as follows:

6.1.1 Entity shall keep true and accurate records of all rural emergency services provided hereunder and shall submit, on a monthly basis (within a reasonable time), any Rural Emergency Service Incident Reports to the County Fire Marshal, reporting is a condition precedent to receiving payments from the County. The Rural Emergency Service Incident Report form(s), and supporting documents as listed in Section 3.4 shall be required as part of the monthly report. Accident Prevention Plan documentation is required from any Entity that utilized the County Worker's Compensation Policy, as described in Section 5.3.

6.1.2 County shall communicate and provide a written itemized list of emergency services not approved for reimbursement or any change in the reimbursement rate / category to the Entity with an explanation for the disapproval or change to the Fire Chief of entity for his approval or challenge within fourteen (14) working days of receipt of invoices from Entity.

6.1.3. County Fire Marshal shall accumulate records of all rural emergency service responses provided by all Entity(s) within Hidalgo County and shall calculate the amount due each Entity.

a. Any and all disputes of Entity reports shall be addressed directly to the Fire Marshal and/or the Entity in writing.

b. If a resolution of dispute for emergency response services cannot be reached, the reporting Entity may appeal to the Hidalgo County Commissioner's Court.

6.1.4. For all rural emergency calls serviced by the Entity within its emergency response district, Entity shall receive a monthly lump-sum payment for all authorized services, corresponding to that year, in accordance with the following payment schedule and categories;

(6.1.4.I.)	**CATEGORY I**	**(CI)**	**Flat rate of $1,100.00 per incident.**
(6.1.4.II.)	**CATEGORY II**	**(CII)**	**Flat Rate of $ 550.00 per incident**
(6.1.4.III.)	**CATEGORY III**	**(CIII)**	**Flat Rate of $ 250.00 per incident.**

6.1.4.I. CATEGORY I. **A rate of $ 1,100.00 per incident**, as set forth, shall apply, during the terms of this Contract for:

.1 **FIREFIGHTING STRUCTURAL / COMMERCIAL VEHICLE** (as primary department)

.2 **HAZARDOUS MATERIALS (TECHNICIAN LEVEL)**

.3 **MASS CASUALTY**

.4 **RESCUE CALLS**

.5 **VEHICULAR EXTRICATION**

.6 **PUBLIC WORKS RESPONSE**

.7 **REGIONAL MEDICAL RESPONSE TEAM**

.8 **SECONDARY CITY/ENTITY** (in place of primary department.)

.9 **SPECIAL SITUATIONS**

.10 **GRASS / BRUSH WILDLAND FIRE**

.11 **REGIONAL RESPONSE TEAM**

6.1.4.II. CATEGORY II. **A rate of $ 550.00 per incident**, as set forth, shall apply, during the terms of this Contract for:

.1 **MEDICAL CALL**

.2 **MUTUAL AID**

.3 **MOTOR VEHICLE ACCIDENT (PATIENT PACKAGING, SECURE VEHICLE)**

.4 **LAW ENFORCEMENT ASSISTANCE**

.5 **RECOVERY CALL – BODY**

.6 **TRAFFIC CONTROL**

.7 **WASH DOWN**

.8 **BEE ATTACK**

.9 **PETROLEUM BASED INCIDENT STANDBY**

.10 **WIRELINE INCIDENTS (ALL TYPES)**

6.1.4. III CATEGORY III. A Rate of $ 250.00 per incident, as set forth, shall apply, during the terms of this Contract for:

.1 **LANDING ZONE**

.2 **HAZARDOUS MATERIALS (AWARENESS/OPERATIONS LEVEL)**

.3 **FALSE ALARM CALL**

.4 **GOOD INTENT CALLS**

.5 **SERVICE CALLS**

.6 **RUBBISH FIRE(S)(AUTHORIZED/UNAUTHORIZED CONTROLLED FIRE, PRESCRIBED BURN)**

.7 **PALM TREE FIRE (NON-MOVING VEGITATION)**

7.0. ASSIGNMENT

In the event a Rural Fire District(s) is created for the rural, non-incorporated areas of Hidalgo County, this contract may be assigned by County to such District, and Entity shall look solely to the District(s) to perform and assume all Obligations and Responsibilities of County.

8.0. AUDIT

Any and all requests from Entity for reimbursement from County or any past reimbursements made under this contract or its predecessors shall be subject to audit by the County Auditor's Office, and/or the Fire Marshal. Should an audit procedure be invoked, Entity agrees to provide any and all records, photographs, videos, or other documents, pertaining to any request or claim for reimbursement made or paid hereunder that are requested by the Auditor or Fire Marshal. Should the County Auditor determine that any payments made were not properly claimed under the terms of this contract, Entity agrees to remit the amount of payments so found by the County Auditor to the County within ten (10) working days, following the date of receipt of Entity of County Auditors written determination of same.

9.0. MISCELLANEOUS

9.1 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 the 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.

9.2 NO WAIVER. No waiver by any party hereto of any breach of any provision of this Agreement shall be deemed to be a waiver of any preceding or succeeding breach of the same or any other provision hereof.**9.3 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 indirectly 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. This Agreement supersedes any and all agreements by and between the parties hereto. All previous agreements concerning the subject matter hereof between the parties are terminated as of the date of this Agreement.

9.4 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.

9.5 NOTICE. Except as may be otherwise specifically provided in this Agreement, all notices, demands, request for 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 pre-paid and addressed to the parties at the addresses set forth below, or at such other addresses as may have been therefore specified by written notice delivered in accordance herewith:

If to Entity _____

_____

_____, Texas _____

If to County: County of Hidalgo
Ramon Garcia, County Judge
100 E. Cano St. 2nd Floor, Edinburg, Texas 78539 or
P.O. Box 1356, Edinburg, Texas 78540

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 of 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.

9.6 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.

9.7 SUCCESSORS. This agreement shall be binding upon and insure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors, and assigns where permitted by this Agreement.

9.8 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.

9.9 GENDER and NUMBER. All pronouns used in this Agreement shall include the other gender, whether used in the masculine, feminine, or neutral gender, and the singular shall include the plural whenever and as often as may be appropriate.

9.10 AUTHORITY TO EXECUTE. The execution and performance of this Agreement by each of the parties hereto has been duly authorized by all necessary laws, resolutions, ordinances, or governing body action, and the Agreement constitutes, the valid and enforceable obligations of the parties hereto in accordance with its terms.

9.11 PERFORMANCE of GOVERNMENT FUNCTIONS. Each party hereto is entering into this Agreement for the purpose of providing for governmental services or functions, and will pay for such services out of current revenues available to the paying party as herein provided.

9.12 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.

9.13 COMMITMENT of CURRENT REVENUES. In the event that, during any term hereof, the Commissioners Court does not appropriate sufficient funds to meet the obligations of County under this Agreement, County may terminate this Agreement upon ninety (90) days written notice to Company. County agrees, however, to use reasonable efforts to secure funds necessary for the continued performance of this Agreement. The parties intend this provision to be a continuing right to terminate this Agreement at the expiration of each budget period of County pursuant to the provisions of Tex. Loc. Govt. Code Ann. ' 271.903 (Vernon Supp. 1996).

9.14 MUTUAL INDEMNIFICATION. Without waiving its sovereign immunity, and to the extent provided by law, each party shall indemnify and hold harmless each other, its officers, officials, and employees from and against all claims and liabilities of any nature or kind, including costs and expenses for or on account of any claims, damages, losses, or expenses of any character whatsoever resulting in whole or in part from the negligent performance or omission of either party's employees or representatives connected with the activities described herein.

WITNESS THE HANDS OF THE PARTIES

(In duplicate originals effective on the day both parties' signatures are executed.

CITY OF ALTON

_____ _____

By: **Date**

ATTEST:

_____

City Secretary

COUNTY OF HIDALGO

_____ _____

Ramon Garcia, County Judge **Date**

ATTEST:

_____

Arturo Guajardo, Jr., County Clerk

Approved as to Form:

Office of Criminal District Attorney's Office
Ricardo Rodriguez, Jr.

By: _____
Victor M. Garza, Assistant District Attorney

EXHIBIT "A"

Rural Emergency Service Incident Report

(FORM MUST BE COMPLETED IN INK OR TYPED ON ALL INCIDENTS FOR REIMBURSEMENT) (Exhibit A)

DEPARTMENT: _____ COUNTY INCIDENT: _____

DATE :_____ ALARM TIME :_____ ARRIVAL TIME: _____ DEPART TIME: _____

SITUATION REPORTED:_____ SITUATION FOUND:_____

MUTUAL AID: _____ GIVEN: _____ RECEIVED: _____ DEPARTMENT: _____

_____ NON-APPLICABLE DEPARTMENT: _____

CALLER NAME: _____ REQUESTING PERSON: _____

CALLER NAME: _____

CALLER ADDRESS: _____ OTHER: _____ PHONE: _____

CALLER PHONE: _____ WALK-IN: _____

INCIDENT LOCATION: _____

OCCUPANT NAME: _____ OWNER NAME: _____

OWNER ADDRESS: _____

OWNER PHONE #: _____ OCCUPANT PHONE #: _____

INCIDENT CAUSE: _____

TYPE OF ACTION TAKEN: _____

UNITS RESPONDING: _____ UNITS COMMITTED: _____

OF PERSONNEL:_____ MILEAGE (ROUND TRIP):_____ ADVISED COUNTY FIRE MARSHAL: YES _____ NO: _____

COMMENTS:

_____

_____

_____

INCIDENT COMMANDER: _____ REPORT PREPARED BY: _____

ESTIMATED $ LOSS: _____ ATTEST: _____
FIRE CHIEF

REIMBURSEMENT REQUESTED: _____$250.00 _____$550.00 _____$1,100.00

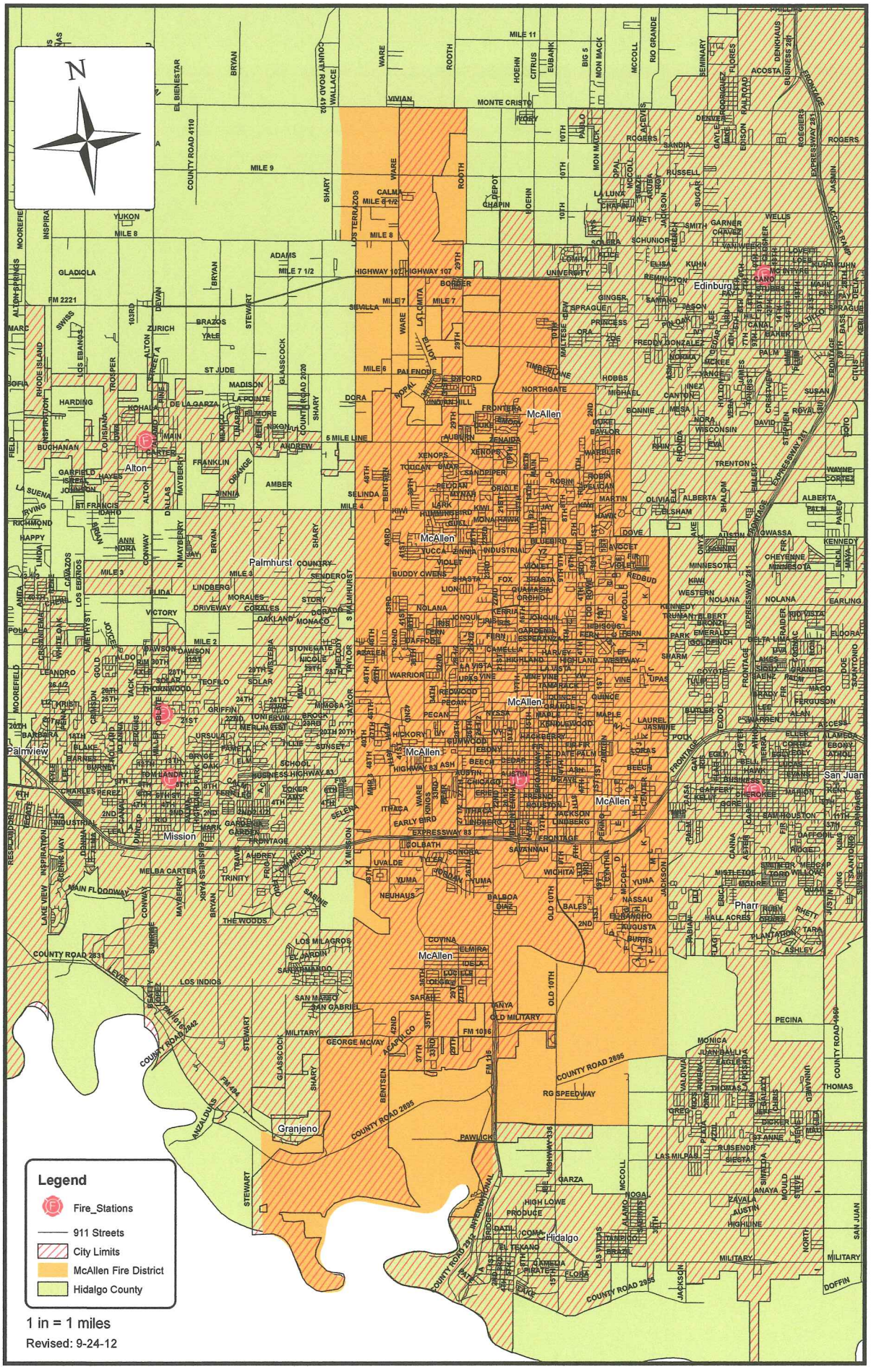
HCFMO Approval Amount: _____$250.00 _____$550.00 _____$1,100.00

EXHIBIT "B"

PAY OUT PLAN:			
	2016	2017	2018
CATEGORY I	$ 1,100	$ 1,250	$ 1,375
CATEGORY II	$ 550	$ 600	$ 665
CATEGORY II	$ 250	$ 275	$ 300

EXHIBIT "C"

McAllen Fire District



Interlocal Cooperation Agreement between City of Elsa and Hidalgo County, Texas.

STATE OF TEXAS

COUNTY OF HIDALGO

THIS Interlocal Cooperation Agreement is made on the 1 day of **December,** by and between the COUNTY OF HIDALGO, TEXAS, hereafter called County, and the City of **Elsa,** TEXAS, a municipal corporation/non-incorporated area hereinafter called CITY/ENTITY, is made under the authority of Chapter 791.001, Texas Government Code to be effective on the **1** day of **January, 2016**.

Entity and County are authorized to enter into this Agreement pursuant to the Interlocal Cooperation Act, Texas Government Code 791.001 et seq., which authorizes local governments to contract with each other to perform Governmental functions under the terms of the Act.

1.0 TERMS

1.1 This contract shall be for a period commencing on **January 1, 2016**, and shall terminate on **January 1, 2019**.

1.2 After **January 1, 2019**, this Contract, unless terminated as provided elsewhere shall be renewed on a month-to-month basis, under the same fee(s), rate(s), term and conditions of this agreement, until re-negotiated by mutual consent of both parties.

1.3 Either party has the option to terminate this Contract without cause by written notification, to the other on sixty (60) day notice.

1.4 The Rural Emergency Service Incident Report (Exhibit "A") form must be utilized as part of the monthly report submitted to the County Fire Marshal or his designee.

1.5 Any modifications to invoices shall be approved by both parties. Denial of any reimbursement shall be made within fourteen (14) working days after receipt of such invoice by the County Fire Marshal. Invoices which are approved shall be paid no later than thirty (30) days upon receipt of invoice by County.

1.6 Commencing on the **1** day of **January** 2016 and on each anniversary of that date thereafter, the parties hereinafter agree to an annual increase as identified in (Exhibit "B").

2.0 DEFINITIONS

BEE ATTACK – Any response to a situation where there is an on-going attack on person(s), domestic animal(s), and/or livestock, or a recent attack that requires first responder entrance into the immediate scene to rescue any person(s.) **EXCLUDING** situations of bee removal of hazards where no attack is in progress, or sustained at the time of response.

CATEGORY – All responses shall be categorized in a category that will be enumerated as I, II, III. Categories are designed to simplify reporting, queries and reimbursement requests.

COUNTY FIRE MARSHAL – the person appointed by the Commissioners Court in accordance with LGC 352 who is responsible for the administration of fire investigations, fire safety inspections, and fire prevention activities, administration of the Rural Emergency Services Contract and enforcement of the most recently adopted International Fire Code. This is a Sworn position.

ENTITY - Parent organization of Fire Department whose members are full time, part time, paid or unpaid volunteers and for the purposes of this contract includes any elements from any public works department that are requested or deployed to assist with the suppression, control or extinguishment of a fire.

COUNTY FIRE INVESTIGATORS – Those officers designated as such, by the County Fire Marshal that are responsible for all duties which may be assigned by the County Fire Marshal.

CHIEF DEPUTY / DEPUTY FIRE MARSHAL – Those officers designated and commissioned by the County Fire Marshal that are responsible for all duties which may be assigned by the County Fire Marshal.

FALSE ALARM CALL - Any emergency response to a mischievous or malicious call, or false call; or fire alarm system malfunctions that require fire personnel to investigate the scene or incident to make a determination as to whether or not there is a fire. If there are two or more alarms at the same location for the same reason, and from the same source, the responding Entity shall notify the Fire Marshal by the next working date.

FIREFIGHTING – Any working Structural or Commercial Vehicle fire upon arrival, a petroleum based fire **EXCLUDING** rubbish fire(s) (trash fire), or Authorized, Unauthorized Uncontrolled/ controlled land clearing fire(s).

GOOD INTENT CALLS – Any emergency call response where fire personnel were summoned, but were not required dealing with the incident, there was no actual incident, where no actual services, investigation, or standby was rendered or needed. Response to this type of call must come through a dispatch point.

HAZARDOUS MATERIAL FIRST RESPONDER INCIDENT – any response to any incident at the first responder (awareness, and operations) level, as defined by the Environmental Protection Agency and/or the Texas Commission on Environmental Quality and includes, hazardous material Identification, low level containment / Mitigation, i.e. fuel spills, from any vehicle, including motor vehicles, trains, motorcycle or aircraft.

HAZARDOUS MATERIAL TECHNICIAN LEVEL INCIDENT– any response to any incident at the Technician level, as defined by the Environmental Protection Agency and/or the Texas Commission on Environmental Quality and includes, hazardous material Identification via Monitoring / Identification devices, and or specialized equipment for such purposes, High level containment / Mitigation, i.e. Solid, Liquid, Gas (Vapor) Chemical / Fuel spills from and structure, vehicle, and or storage type facility..

INCORPORATED AREA - any area(s) within Hidalgo County that exist at time of execution thereof, and as they may be amended by reasons of annexation and/or de-annexation of property by any respective city.

LAW ENFORCEMENT ASSISTANCE – any non-fire assistance requested by County, State, or Federal Law Enforcement Agency, and includes, but is not limited to – vehicle recovery (water), crowd control, and "standing-by" for any situation in pursuance of a law enforcement, and or Investigative mission **EXCLUDING** MVA duties (traffic Control, washdowns, patient packaging).

MASS CASUALTY INCIDENT – all emergency rescues and/or recovery of victims, eight (8) victims or more, from any major incident or accident, i.e. Haz-Mat, aircraft, any passenger transportation bus, regardless of cause, building collapse, or assembly area.

MEDICAL CALL – In an emergency situation, under exigent circumstances, where there is a delayed response by the contracted EMS provider (Greater than 20 Minutes) and the situation dictates immediate medical attention due to the delay by the EMS provider **excluding** immediate first aid to stabilize a victim at a scene, when already on scene. This section is not to be construed as a reimbursement plan for a fire-based department that operates an emergency medical service (EMS) otherwise covered by any other contracts that are already in place.

MUTUAL AID – A Primary Entity response to an emergency event where the situation is of such magnitude , either upon arrival or during the actual response, that the primary city/entity must declare a multiple alarm and request response from one or more Secondary Entity(s) and such assistance is necessary to control, extinguish, or otherwise assist with the response. This includes any element of public works that is called upon to help mitigate the emergency. The call for additional resources made by the Primary Entity from the Secondary Entity may be based on the extenuating circumstances, and may be made by the on-scene incident commander, and must go through a dispatch point with approval from the most senior officer that is on duty for the Entity. The Fire Marshal may authorize and/or request mutual aid at any time whether or not on-scene, when the request is made directly to them. Secondary entities may be reimbursed at the same rate as the primary entity upon approval of the Fire Marshal, when sufficiently documented as a "Special Situation".

NATURAL VEGETATION – The plants of an area or region, collectively – any plant life, present in or produced by nature, whether growing or not. Fuel for a wild-land or grass fire.

OPERATIONAL PERIOD – 12 hour standard as recognized by the National Incident Management system.

PETROLEUM BASED INCIDENT – any incident or fire whose main fuel source includes natural gas, liquefied gas, crude or refined oil or any other petroleum based product that may be used or processed as fuel or as a precursor for fuel. It also includes any storage container, conveyance of said

product, whether by motor vehicle, pipeline or any other type of transport medium **EXCLUDING** propane tanks used for residential or commercial service (100lbs or under).

PRIMARY ENTITY – the Entity who is a party to this contract with the County that is assigned to respond as the lead fire-based response agency to an area where the emergency occurred as per Section II, Paragraph A, of this contract. This may be based on geographical assignments or capability.

PUBLIC WORKS RESPONSE – Any incident response that requires operational support elements from what is commonly referred to as Public Works, to respond to an emergency situation, to help mitigate, control, or otherwise facilitate the overall response. This response may only be requested and authorized by the on-scene Incident Commander through the Fire Marshal.

RECOVERY CALL – Body - Any recovery of a deceased victim.

REIMBURSEMENT PLAN – method by which a Entity is reimbursed by the County for emergency services rendered in any rural area within Hidalgo County.

REGIONAL RESPONSE TEAM – response to any special situation to provide tactical rescue assistance and support for any first responder regardless of discipline. Regional Response Teams are based and maintained from the Lower Rio Grande Valley Development Council (LRGVDC) Homeland Security Association Committee (HSAC).

RESPONSE AREA – the geographical area assigned to the Entity within the rural areas of the County, wherein the respective Entity Shall be responsible for primary response to an emergency call for service.

RUBBISH – trash, garbage, brush, grass or other unwanted things, and includes any tangible item discarded, collected, or recycled arranged as to burn for cleaning / clearing as a part of a controlled situation, whether permitted or not.

RURAL AREA – any non-incorporated areas within Hidalgo County, as they exist at the time of execution thereof, and as they may be amended by reasons of annexation and/or de-annexation of

property by any respective city or any incorporated area within Hidalgo County that does not provide its own emergency services or response.

RURAL RESPONSE DISTRICT – The area designated for the respective Primary Entity for emergency response within a delineated geographical area as depicted and described in Exhibit "B", attached hereof. The rural response district may be amended from time to time pursuant to Section3.2.

SEARCH and RESCUE CALLS – all rescues of person(s) living , from water, high angle, confined space, or all rescue/extrication of person(s) from entanglement, entrapment, enclosed areas, elevators, building collapse **EXCLUDING** Recovery, and/or Vehicle Extrication.

SECONDARY CITY – the Entity who is a party to a cooperative agreement with the County and is assigned or requested to respond to assist the primary city in any type of emergency response to an area where the emergency occurred (Mutual Aid). The response may occur anywhere within the rural County and may be based on geographical assignment or capability **EXCLUDING** all aid to other Jurisdictions in their city limits.

SERVICE CALLS – any call involving unauthorized burning, smoke scare, mischievous or malicious calls, and alarm system malfunctions requiring fire personnel to deal with an incident, but where no actual services, investigation or standby was rendered or needed.

SPECIAL SITUATIONS – Any situation in which the Entity performed in a manner that is not covered in any of the above described situations, or for an extended period of time. The Fire Chief must justify the exigent circumstances for the response to the incident and reason for reimbursement request. If the response by the Entity covers two or more operational periods, this fee may charged per day, above and beyond any other fees. The Fire Chief shall seek authorization from the County Fire Marshal, or his representative, justifying the exigent circumstances for the response to the incident prior to responding to a special situation. If authorized by the County Fire Marshal and if the response by the Entity covers two or more operational periods, this fee may be charged per day, above and beyond any other fees.

STRUCTURE – any construction within reason, or any production or piece of work artificially built or composed of parts joined together in some definite manner, that is built, under construction or constructed and it includes any edifice, or building of any kind.

TRAFFIC CONTROL – Any incident response where the nature of the call is strictly for traffic control assistance.

MOTOR VEHICULAR ACCIDENT (MVA) – any motor vehicle or automobile collision regardless of amount of or type of vehicles involved, where services other than "VEHICULAR EXTRICATION" is performed.

VEHICULAR EXTRICATION – any emergency extrication of person(s) with the use of specialized hydraulic, and or manual tools from wreckage entanglement as a result of an automobile collision, regardless of motor vehicle type.

VEHICLE FIRE -A working fire – upon arrival that involves any vehicle fire. (i.e. Semi-Truck and or Trailer, Transport Vehicle, Service Vehicles, commuter bus or personal vehicle, car, truck, van).

WASH DOWN – Any hazardous based spill where there is no fire and the spill is under thirty-five (35) gallons. I.e. roadway, parking lots, etc. that requires a wash down – no vehicular accident.

WILDLAND FIRE - Any fire occurring in vegetative areas regardless of ignition sources, damages or benefits. An uncontrolled fire in grassland, brush-land, or land sown to crops. For the purposes of this contract any fire within the confines of the above definitions that requires an emergency response of an entity **excluding** prescribed type Brush land clearing operation or rubbish fire(s).

WIRELINE INCIDENTS (All TYPES) – where the response is of such nature that there is a "downed-wire" or "low-hanging wire" or energized or with or without fire- and the responding Entity must standby and await the arrival of a utility company or responding Entity must remove, and or mitigate the non-emergency situation. Any situation where there is immediate danger to the public from an electrical wire, and the situation dictate immediate traffic control, or public redirection or any situation where there is no immediate danger to the public from an electrical wire, and the situation

does not dictate immediate traffic control, or public redirection. Where the entity is not required to stand-by for the service company.

3.0 ENTITY RESPONSIBILITIES

3.1 Entity hereby agrees to provide emergency fire response based services, if resources are available, to the geographically assigned Rural Response District, within the County, as may be required by the County Fire Marshal or otherwise as delineated within this contract.

3.2 Entity hereby agrees to the designation of Primary (response) within their designated Rural Response District as depicted in the attached map, as Exhibit "C". Each Entity Rural Response District may be amended from time to time during the period of this contract by annexation or de-annexation of property by any respective city(s), or by agreement of the County Fire Marshal, and Fire Chief(s) responsible for the existing Rural Response District. The Response Districts and assigned Entity will be provided to the designated 911 Coordinator and the Sheriff's Office. A map depicting the Rural Response Districts of all participating Entity(s) shall be maintained and provided upon request by the County Fire Marshal, at their designated office.

3.3 Entity hereby agrees to seek authorization from the County Fire Marshal **PRIOR** to responding to a XXX outside of the Rural Response Districts' geographical area as delineated and depicted in Exhibit "B". Unless authorized by the County Fire Marshal, Entity and/or Rural Response District shall not be reimbursed for services rendered outside their designated geographical area.

3.4 Entity hereby agrees to provide the County Fire Marshal, with any and all records, reports, and documents, to include, but not limited to, statistics, data, calls for service records, dispatch logs, and any other records or other documents necessary to support the invoice or request for reimbursement as herein provided. In the absence of the Fire Marshal, said records, reports, and documents may be provided to the County Judge or his designee. The standard reimbursement request shall be timely submitted. Unless this subsection is fully complied with, reimbursements shall not be granted.

3.5 Entity agrees that in multi-agency response calls, the communications interoperability radio channels will be used as primary communications with the designated incident commander. The Incident Commander or assigned communications officer may designate user and sub-user groups as necessary.

3.6 Entity agrees to allow the County Fire Marshal, full access to any and all operational communications frequencies / talk groups, that the Entity operates on and authorize the County Fire Marshal to use

those frequencies/talk groups during a response to a designated emergency situation that the Entity responds to. This will include assigning user-identification numbers (if available) to any County Fire Marshal communications radio.

3.7 Entity agrees to practice NIMS/ICS during any multi-agency – multi-tiered response.

3.8 Entity agrees to provide its' own insurance for equipment, vehicles, and personnel used in performing any of the services described herein. Emergency vehicles and fire-fighting equipment must be owned and/or managed by the Entity. Entity agrees to provide proof of current and adequate vehicle, equipment and workmen's compensation insurance to the County upon submission of this contract or upon request from the County Fire Marshal.

3.9 During extended operations as designated by the Incident Commander, the Entity agrees to provide adequate hydration and sustenance for its firefighters/emergency response personnel.

3.10 Entity agrees that it will not cause, create or allow any type of "roving-patrols" or "smoke-hunting / chasing" operations by full-time employees, volunteers or paid-volunteers, in an effort to seek out emergency responses. Any simple trash burning calls will be referred to the appropriate law enforcement agency, i.e.. Fire Marshal, Constable Office or Sheriff's Office, unless the Roving preventive fire patrol activity is requested and authorized by the Fire Marshal in writing during an emergency situation, burn ban period, or fireworks ban period.

COUNTY RESPONSIBILITIES

4.1 In consideration for the Entity's Rural Emergency Services, the County will reimburse the Entity in the manner provided herein.

4.2 The County shall designate a person and office that shall be known as the County Fire Marshal and County Fire Marshal's Office, who shall have the following responsibilities;

4.2.1 **ADMINISTRATION**

a. Administration of Fire Marshal's Office

b. Cause Burn Ban Signs (during designated times) to be displayed in conspicuous locations at all major roadway entrances to the County.

c. Commercial Building Inspections

d. Fire Safety Inspections

e. Adult and Child Day Care Facility Inspections

f. Health Care Facility Inspections

g. Existing and New Construction Inspections

h. Implementation and Enforcement of the most current version of the International Fire Code.

i. Issuance and Regulation of Burn Permits in Rural County areas

j. Monitor weather conditions and cause burn bans and fireworks bans to be enacted by the Commissioners Court, as appropriate.

k. Plat/Plan Reviews and approvals

l.

4.2.2 **INVESTIGATIONS**

a. Conduct Fire Investigations

b. Assist and guide other law enforcement agencies with Fire Code violations and enforcement.

c. Provide Information and Reports

d. Provide assistance to municipal departments with Fire Investigations, upon request.

e. Issue Citations, make arrests, and file criminal cases as appropriate.

4.2.3 **FIRE PREVENTION**

a. Plan, coordinate and direct activities.

b. Conduct and participate in training with all Fire Departments.

c. Acquire and maintain equipment.

d. Conduct public education.

e. Perform fire safety presentations.

4.2.4 **ADMINISTER RURAL EMERGENCY SERVICES CONTRACT**

a. Review and process all requests for reimbursements.

b. Will confer with appropriate Fire Chief on any discrepancies on requests for reimbursement.

c. Shall determine if a Rural Response District may respond to a XXX outside of the Rural Response Districts' geographical area as delineated and depicted in Exhibit "C".

4.2.5 **RESPONSE**

a. When requested, respond to a fire scene within a reasonable time to conduct an investigation into the cause of the fire.

b. Will respond to any major incidents.

c. Will integrate into the NIMS/ICS structure as appropriate

d. Will assist the Incident Commander with any duties as assigned.

e. Will provide Law Enforcement assistance/coordination as needed

5.0 LIABILITY

5.1 Entity and County agree pursuant to Section 352.004, Texas Local Government Code that the acts of any person or persons travelling to or from or in a manner as defined in Section 3, shall be deemed as the acts of agents or employees of the County in all respects, notwithstanding such person or persons may otherwise be employees or firefighters of the Entity.

5.2 The County of Hidalgo and Entity agree that they will provide general liability insurance coverage for liabilities caused by vehicles, equipment, and personnel. Entity shall be responsible for any damage to its vehicles or equipment used in performing services under this Agreement. Each party agrees that it shall provide general liability insurance coverage for the action of their respective employees and firefighters.

5.3 Nothing herein shall be construed to prevent either party from becoming self-insured. Each Entity participating and entering into this contract must provide written proof of

insurance to the County when submitting the contract for approval. Upon request by the County or it's duly authorized representative, the Entity must provide documentation of completion of any other State or Federal fire-fighting training requirements.

5.4 If either party cannot acquire the insurance required herein, this Agreement shall be void and the parties shall negotiate their respective obligations regarding emergency services response in the rural areas of Hidalgo County at the time. If at any time during the year the respective Entity loses its insurance capacity, it must immediately report this to the Fire Marshal and cease any responses to their assigned Rural Response District.

6.0 REIMBURSEMENT PLAN

6.1 County shall reimburse Entity for services provided hereunder in a lump sum with payment to be made monthly as follows:

6.1.1 Entity shall keep true and accurate records of all rural emergency services provided hereunder and shall submit, on a monthly basis (within a reasonable time), any Rural Emergency Service Incident Reports to the County Fire Marshal, reporting is a condition precedent to receiving payments from the County. The Rural Emergency Service Incident Report form(s), and supporting documents as listed in Section 3.4 shall be required as part of the monthly report. Accident Prevention Plan documentation is required from any Entity that utilized the County Worker's Compensation Policy, as described in Section 5.3.

6.1.2 County shall communicate and provide a written itemized list of emergency services not approved for reimbursement or any change in the reimbursement rate / category to the Entity with an explanation for the disapproval or change to the Fire Chief of entity for his approval or challenge within fourteen (14) working days of receipt of invoices from Entity.

6.1.3. County Fire Marshal shall accumulate records of all rural emergency service responses provided by all Entity(s) within Hidalgo County and shall calculate the amount due each Entity.

a. Any and all disputes of Entity reports shall be addressed directly to the Fire Marshal and/or the Entity in writing.

b. If a resolution of dispute for emergency response services cannot be reached, the reporting Entity may appeal to the Hidalgo County Commissioner's Court.

6.1.4. For all rural emergency calls serviced by the Entity within its emergency response district, Entity shall receive a monthly lump-sum payment for all authorized services, corresponding to that year, in accordance with the following payment schedule and categories;

(6.1.4.I.)	**CATEGORY I (CI)**	**Flat rate of $1,100.00 per incident.**
(6.1.4.II.)	**CATEGORY II (CII)**	**Flat Rate of $ 550.00 per incident**
(6.1.4.III.)	**CATEGORY III (CIII)**	**Flat Rate of $ 250.00 per incident.**

6.1.4.I. CATEGORY I. A rate of $ 1,100.00 per incident, as set forth, shall apply, during the terms of this Contract for:

.1 **FIREFIGHTING STRUCTURAL / COMMERCIAL VEHICLE** (as primary department)

.2 **HAZARDOUS MATERIALS (TECHNICIAN LEVEL)**

.3 **MASS CASUALTY**

.4 **RESCUE CALLS**

.5 **VEHICULAR EXTRICATION**

.6 **PUBLIC WORKS RESPONSE**

.7 **REGIONAL MEDICAL RESPONSE TEAM**

.8 **SECONDARY CITY/ENTITY** (in place of primary department.)

.9 **SPECIAL SITUATIONS**

.10 **GRASS / BRUSH WILDLAND FIRE**

.11 **REGIONAL RESPONSE TEAM**

6.1.4.II. CATEGORY II. A rate of $ 550.00 per incident, as set forth, shall apply, during the terms of this Contract for:

.1 **MEDICAL CALL**

.2 **MUTUAL AID**

.3 **MOTOR VEHICLE ACCIDENT (PATIENT PACKAGING, SECURE VEHICLE)**

.4 **LAW ENFORCEMENT ASSISTANCE**

.5 **RECOVERY CALL – BODY**

.6 **TRAFFIC CONTROL**

.7 **WASH DOWN**

.8 **BEE ATTACK**

.9 **PETROLEUM BASED INCIDENT STANDBY**

.10 **WIRELINE INCIDENTS (ALL TYPES)**

6.1.4. III CATEGORY III. A Rate of $ 250.00 per incident, as set forth, shall apply, during the terms of this Contract for:

.1 **LANDING ZONE**

.2 **HAZARDOUS MATERIALS (AWARENESS/OPERATIONS LEVEL)**

.3 **FALSE ALARM CALL**

.4 **GOOD INTENT CALLS**

.5 **SERVICE CALLS**

.6 **RUBBISH FIRE(S)(AUTHORIZED/UNAUTHORIZED CONTROLLED FIRE, PRESCRIBED BURN)**

.7 **PALM TREE FIRE (NON-MOVING VEGITATION)**

7.0. ASSIGNMENT

In the event a Rural Fire District(s) is created for the rural, non-incorporated areas of Hidalgo County, this contract may be assigned by County to such District, and Entity shall look solely to the District(s) to perform and assume all Obligations and Responsibilities of County.

8.0. AUDIT

Any and all requests from Entity for reimbursement from County or any past reimbursements made under this contract or its predecessors shall be subject to audit by the County Auditor's Office, and/or the Fire Marshal. Should an audit procedure be invoked, Entity agrees to provide any and all records, photographs, videos, or other documents, pertaining to any request or claim for reimbursement made or paid hereunder that are requested by the Auditor or Fire Marshal. Should the County Auditor determine that any payments made were not properly claimed under the terms of this contract, Entity agrees to remit the amount of payments so found by the County Auditor to the County within ten (10) working days, following the date of receipt of Entity of County Auditors written determination of same.

9.0. MISCELLANEOUS

9.1 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 the 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.

9.2 NO WAIVER. No waiver by any party hereto of any breach of any provision of this Agreement shall be deemed to be a waiver of any preceding or succeeding breach of the same or any other provision hereof.**9.3 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 indirectly 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. This Agreement supersedes any and all agreements by and between the parties hereto. All previous agreements concerning the subject matter hereof between the parties are terminated as of the date of this Agreement.

9.4 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.

9.5 NOTICE. Except as may be otherwise specifically provided in this Agreement, all notices, demands, request for 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 pre-paid and addressed to the parties at the addresses set forth below, or at such other addresses as may have been therefore specified by written notice delivered in accordance herewith:

If to Entity _____

_____

_____, Texas _____

If to County: County of Hidalgo
Ramon Garcia, County Judge
100 E. Cano St. 2nd Floor, Edinburg, Texas 78539 or
P.O. Box 1356, Edinburg, Texas 78540

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 of 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.

9.6 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.

9.7 SUCCESSORS. This agreement shall be binding upon and insure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors, and assigns where permitted by this Agreement.

9.8 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.

9.9 GENDER and NUMBER. All pronouns used in this Agreement shall include the other gender, whether used in the masculine, feminine, or neutral gender, and the singular shall include the plural whenever and as often as may be appropriate.

9.10 AUTHORITY TO EXECUTE. The execution and performance of this Agreement by each of the parties hereto has been duly authorized by all necessary laws, resolutions, ordinances, or governing body action, and the Agreement constitutes, the valid and enforceable obligations of the parties hereto in accordance with its terms.

9.11 PERFORMANCE of GOVERNMENT FUNCTIONS. Each party hereto is entering into this Agreement for the purpose of providing for governmental services or functions, and will pay for such services out of current revenues available to the paying party as herein provided.

9.12 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.

9.13 COMMITMENT of CURRENT REVENUES. In the event that, during any term hereof, the Commissioners Court does not appropriate sufficient funds to meet the obligations of County under this Agreement, County may terminate this Agreement upon ninety (90) days written notice to Company. County agrees, however, to use reasonable efforts to secure funds necessary for the continued performance of this Agreement. The parties intend this provision to be a continuing right to terminate this Agreement at the expiration of each budget period of County pursuant to the provisions of Tex. Loc. Govt. Code Ann. ' 271.903 (Vernon Supp. 1996).

9.14 MUTUAL INDEMNIFICATION. Without waiving its sovereign immunity, and to the extent provided by law, each party shall indemnify and hold harmless each other, its officers, officials, and employees from and against all claims and liabilities of any nature or kind, including costs and expenses for or on account of any claims, damages, losses, or expenses of any character whatsoever resulting in whole or in part from the negligent performance or omission of either party's employees or representatives connected with the activities described herein.

WITNESS THE HANDS OF THE PARTIES

(In duplicate originals effective on the day both parties' signatures are executed.

CITY OF ALTON

_____ _____

By: **Date**

ATTEST:

_____

City Secretary

COUNTY OF HIDALGO

_____ _____

Ramon Garcia, County Judge **Date**

ATTEST:

_____

Arturo Guajardo, Jr., County Clerk

Approved as to Form:

Office of Criminal District Attorney's Office
Ricardo Rodriguez, Jr.

By: _____
Victor M. Garza, Assistant District Attorney

EXHIBIT "A"

Rural Emergency Service Incident Report

(FORM MUST BE COMPLETED IN INK OR TYPED ON ALL INCIDENTS FOR REIMBURSEMENT) (Exhibit A)

DEPARTMENT: _____ COUNTY INCIDENT: _____

DATE :_____ ALARM TIME :_____ ARRIVAL TIME: _____ DEPART TIME: _____

SITUATION REPORTED:_____ SITUATION FOUND:_____

MUTUAL AID: _____ GIVEN: _____ RECEIVED: _____ DEPARTMENT: _____

_____ NON-APPLICABLE DEPARTMENT: _____

CALLER NAME: _____ REQUESTING PERSON: _____

CALLER NAME: _____

CALLER ADDRESS: _____ OTHER: _____ PHONE: _____

CALLER PHONE: _____ WALK-IN: _____

INCIDENT LOCATION: _____

OCCUPANT NAME: _____ OWNER NAME: _____

OWNER ADDRESS: _____

OWNER PHONE #: _____ OCCUPANT PHONE #: _____

INCIDENT CAUSE: _____

TYPE OF ACTION TAKEN: _____

UNITS RESPONDING: _____ UNITS COMMITTED: _____

OF PERSONNEL:_____ MILEAGE (ROUND TRIP):_____ ADVISED COUNTY FIRE MARSHAL: YES _____ NO: _____

COMMENTS:

_____

_____

_____

INCIDENT COMMANDER: _____ REPORT PREPARED BY: _____

ESTIMATED $ LOSS: _____ ATTEST: _____
FIRE CHIEF

REIMBURSEMENT REQUESTED: _____$250.00 _____$550.00 _____$1,100.00

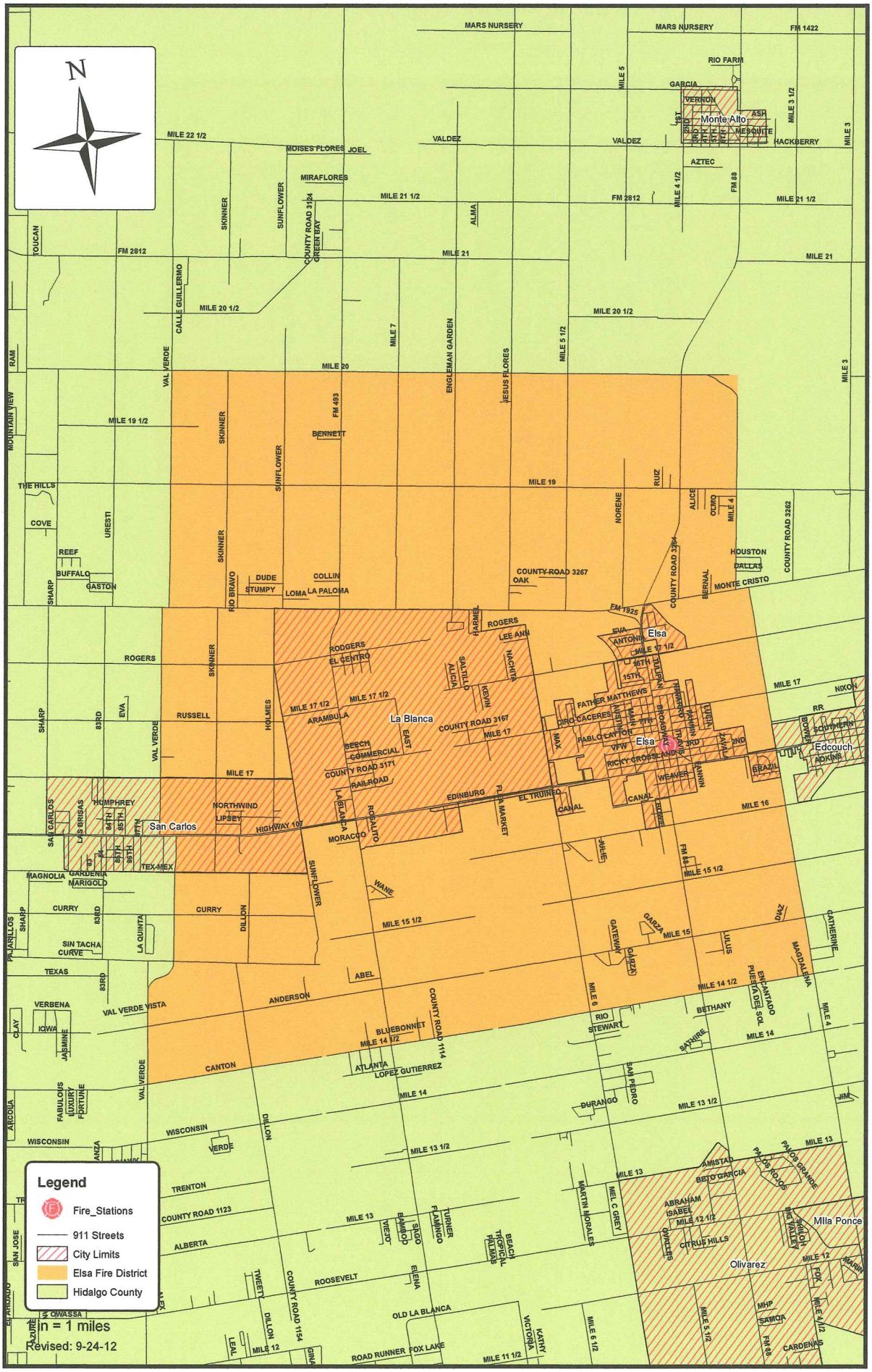
HCFMO Approval Amount: _____$250.00 _____$550.00 _____$1,100.00

EXHIBIT "B"

PAY OUT PLAN:			
	2016	2017	2018
CATEGORY I	$ 1,100	$ 1,250	$ 1,375
CATEGORY II	$ 550	$ 600	$ 665
CATEGORY II	$ 250	$ 275	$ 300

EXHIBIT "C"

Elsa Fire District



Interlocal Cooperation Agreement between City of Hidalgo and Hidalgo County, Texas.

STATE OF TEXAS

COUNTY OF HIDALGO

THIS Interlocal Cooperation Agreement is made on the **1** day of **December,** by and between the COUNTY OF HIDALGO, TEXAS, hereafter called County, and the City of **Hidalgo,** TEXAS, a municipal corporation/non-incorporated area hereinafter called CITY/ENTITY, is made under the authority of Chapter 791.001, Texas Government Code to be effective on the **1** day of **January, 2016**.

Entity and County are authorized to enter into this Agreement pursuant to the Interlocal Cooperation Act, Texas Government Code 791.001 et seq., which authorizes local governments to contract with each other to perform Governmental functions under the terms of the Act.

1.0 TERMS

1.1 This contract shall be for a period commencing on **January 1, 2016**, and shall terminate on **January 1, 2019**.

1.2 After **January 1, 2019**, this Contract, unless terminated as provided elsewhere shall be renewed on a month-to-month basis, under the same fee(s), rate(s), term and conditions of this agreement, until re-negotiated by mutual consent of both parties.

1.3 Either party has the option to terminate this Contract without cause by written notification, to the other on sixty (60) day notice.

1.4 The Rural Emergency Service Incident Report (Exhibit "A") form must be utilized as part of the monthly report submitted to the County Fire Marshal or his designee.

1.5 Any modifications to invoices shall be approved by both parties. Denial of any reimbursement shall be made within fourteen (14) working days after receipt of such invoice by the County Fire Marshal. Invoices which are approved shall be paid no later than thirty (30) days upon receipt of invoice by County.

1.6 Commencing on the **1** day of **January** 2016 and on each anniversary of that date thereafter, the parties hereinafter agree to an annual increase as identified in (Exhibit "B").

2.0 DEFINITIONS

BEE ATTACK – Any response to a situation where there is an on-going attack on person(s), domestic animal(s), and/or livestock, or a recent attack that requires first responder entrance into the immediate scene to rescue any person(s.) **EXCLUDING** situations of bee removal of hazards where no attack is in progress, or sustained at the time of response.

CATEGORY – All responses shall be categorized in a category that will be enumerated as I, II, III. Categories are designed to simplify reporting, queries and reimbursement requests.

COUNTY FIRE MARSHAL – the person appointed by the Commissioners Court in accordance with LGC 352 who is responsible for the administration of fire investigations, fire safety inspections, and fire prevention activities, administration of the Rural Emergency Services Contract and enforcement of the most recently adopted International Fire Code. This is a Sworn position.

ENTITY - Parent organization of Fire Department whose members are full time, part time, paid or unpaid volunteers and for the purposes of this contract includes any elements from any public works department that are requested or deployed to assist with the suppression, control or extinguishment of a fire.

COUNTY FIRE INVESTIGATORS – Those officers designated as such, by the County Fire Marshal that are responsible for all duties which may be assigned by the County Fire Marshal.

CHIEF DEPUTY / DEPUTY FIRE MARSHAL – Those officers designated and commissioned by the County Fire Marshal that are responsible for all duties which may be assigned by the County Fire Marshal.

FALSE ALARM CALL - Any emergency response to a mischievous or malicious call, or false call; or fire alarm system malfunctions that require fire personnel to investigate the scene or incident to make a determination as to whether or not there is a fire. If there are two or more alarms at the same location for the same reason, and from the same source, the responding Entity shall notify the Fire Marshal by the next working date.

FIREFIGHTING – Any working Structural or Commercial Vehicle fire upon arrival, a petroleum based fire **EXCLUDING** rubbish fire(s) (trash fire), or Authorized, Unauthorized Uncontrolled/ controlled land clearing fire(s).

GOOD INTENT CALLS – Any emergency call response where fire personnel were summoned, but were not required dealing with the incident, there was no actual incident, where no actual services, investigation, or standby was rendered or needed. Response to this type of call must come through a dispatch point.

HAZARDOUS MATERIAL FIRST RESPONDER INCIDENT – any response to any incident at the first responder (awareness, and operations) level, as defined by the Environmental Protection Agency and/or the Texas Commission on Environmental Quality and includes, hazardous material Identification, low level containment / Mitigation, i.e. fuel spills, from any vehicle, including motor vehicles, trains, motorcycle or aircraft.

HAZARDOUS MATERIAL TECHNICIAN LEVEL INCIDENT– any response to any incident at the Technician level, as defined by the Environmental Protection Agency and/or the Texas Commission on Environmental Quality and includes, hazardous material Identification via Monitoring / Identification devices, and or specialized equipment for such purposes, High level containment / Mitigation, i.e. Solid, Liquid, Gas (Vapor) Chemical / Fuel spills from and structure, vehicle, and or storage type facility..

INCORPORATED AREA - any area(s) within Hidalgo County that exist at time of execution thereof, and as they may be amended by reasons of annexation and/or de-annexation of property by any respective city.

LAW ENFORCEMENT ASSISTANCE – any non-fire assistance requested by County, State, or Federal Law Enforcement Agency, and includes, but is not limited to – vehicle recovery (water), crowd control, and "standing-by" for any situation in pursuance of a law enforcement, and or Investigative mission **EXCLUDING** MVA duties (traffic Control, washdowns, patient packaging).

MASS CASUALTY INCIDENT – all emergency rescues and/or recovery of victims, eight (8) victims or more, from any major incident or accident, i.e. Haz-Mat, aircraft, any passenger transportation bus, regardless of cause, building collapse, or assembly area.

MEDICAL CALL – In an emergency situation, under exigent circumstances, where there is a delayed response by the contracted EMS provider (Greater than 20 Minutes) and the situation dictates immediate medical attention due to the delay by the EMS provider **excluding** immediate first aid to stabilize a victim at a scene, when already on scene. This section is not to be construed as a reimbursement plan for a fire-based department that operates an emergency medical service (EMS) otherwise covered by any other contracts that are already in place.

MUTUAL AID – A Primary Entity response to an emergency event where the situation is of such magnitude , either upon arrival or during the actual response, that the primary city/entity must declare a multiple alarm and request response from one or more Secondary Entity(s) and such assistance is necessary to control, extinguish, or otherwise assist with the response. This includes any element of public works that is called upon to help mitigate the emergency. The call for additional resources made by the Primary Entity from the Secondary Entity may be based on the extenuating circumstances, and may be made by the on-scene incident commander, and must go through a dispatch point with approval from the most senior officer that is on duty for the Entity. The Fire Marshal may authorize and/or request mutual aid at any time whether or not on-scene, when the request is made directly to them. Secondary entities may be reimbursed at the same rate as the primary entity upon approval of the Fire Marshal, when sufficiently documented as a "Special Situation".

NATURAL VEGETATION – The plants of an area or region, collectively – any plant life, present in or produced by nature, whether growing or not. Fuel for a wild-land or grass fire.

OPERATIONAL PERIOD – 12 hour standard as recognized by the National Incident Management system.

PETROLEUM BASED INCIDENT – any incident or fire whose main fuel source includes natural gas, liquefied gas, crude or refined oil or any other petroleum based product that may be used or processed as fuel or as a precursor for fuel. It also includes any storage container, conveyance of said

product, whether by motor vehicle, pipeline or any other type of transport medium **EXCLUDING** propane tanks used for residential or commercial service (100lbs or under).

PRIMARY ENTITY – the Entity who is a party to this contract with the County that is assigned to respond as the lead fire-based response agency to an area where the emergency occurred as per Section II, Paragraph A, of this contract. This may be based on geographical assignments or capability.

PUBLIC WORKS RESPONSE – Any incident response that requires operational support elements from what is commonly referred to as Public Works, to respond to an emergency situation, to help mitigate, control, or otherwise facilitate the overall response. This response may only be requested and authorized by the on-scene Incident Commander through the Fire Marshal.

RECOVERY CALL – Body - Any recovery of a deceased victim.

REIMBURSEMENT PLAN – method by which a Entity is reimbursed by the County for emergency services rendered in any rural area within Hidalgo County.

REGIONAL RESPONSE TEAM – response to any special situation to provide tactical rescue assistance and support for any first responder regardless of discipline. Regional Response Teams are based and maintained from the Lower Rio Grande Valley Development Council (LRGVDC) Homeland Security Association Committee (HSAC).

RESPONSE AREA – the geographical area assigned to the Entity within the rural areas of the County, wherein the respective Entity Shall be responsible for primary response to an emergency call for service.

RUBBISH – trash, garbage, brush, grass or other unwanted things, and includes any tangible item discarded, collected, or recycled arranged as to burn for cleaning / clearing as a part of a controlled situation, whether permitted or not.

RURAL AREA – any non-incorporated areas within Hidalgo County, as they exist at the time of execution thereof, and as they may be amended by reasons of annexation and/or de-annexation of

property by any respective city or any incorporated area within Hidalgo County that does not provide its own emergency services or response.

RURAL RESPONSE DISTRICT – The area designated for the respective Primary Entity for emergency response within a delineated geographical area as depicted and described in Exhibit "B", attached hereof. The rural response district may be amended from time to time pursuant to Section3.2.

SEARCH and RESCUE CALLS – all rescues of person(s) living , from water, high angle, confined space, or all rescue/extrication of person(s) from entanglement, entrapment, enclosed areas, elevators, building collapse **EXCLUDING** Recovery, and/or Vehicle Extrication.

SECONDARY CITY – the Entity who is a party to a cooperative agreement with the County and is assigned or requested to respond to assist the primary city in any type of emergency response to an area where the emergency occurred (Mutual Aid). The response may occur anywhere within the rural County and may be based on geographical assignment or capability **EXCLUDING** all aid to other Jurisdictions in their city limits.

SERVICE CALLS – any call involving unauthorized burning, smoke scare, mischievous or malicious calls, and alarm system malfunctions requiring fire personnel to deal with an incident, but where no actual services, investigation or standby was rendered or needed.

SPECIAL SITUATIONS – Any situation in which the Entity performed in a manner that is not covered in any of the above described situations, or for an extended period of time. The Fire Chief must justify the exigent circumstances for the response to the incident and reason for reimbursement request. If the response by the Entity covers two or more operational periods, this fee may charged per day, above and beyond any other fees. The Fire Chief shall seek authorization from the County Fire Marshal, or his representative, justifying the exigent circumstances for the response to the incident prior to responding to a special situation. If authorized by the County Fire Marshal and if the response by the Entity covers two or more operational periods, this fee may be charged per day, above and beyond any other fees.

STRUCTURE – any construction within reason, or any production or piece of work artificially built or composed of parts joined together in some definite manner, that is built, under construction or constructed and it includes any edifice, or building of any kind.

TRAFFIC CONTROL – Any incident response where the nature of the call is strictly for traffic control assistance.

MOTOR VEHICULAR ACCIDENT (MVA) – any motor vehicle or automobile collision regardless of amount of or type of vehicles involved, where services other than "VEHICULAR EXTRICATION" is performed.

VEHICULAR EXTRICATION – any emergency extrication of person(s) with the use of specialized hydraulic, and or manual tools from wreckage entanglement as a result of an automobile collision, regardless of motor vehicle type.

VEHICLE FIRE -A working fire – upon arrival that involves any vehicle fire. (i.e. Semi-Truck and or Trailer, Transport Vehicle, Service Vehicles, commuter bus or personal vehicle, car, truck, van).

WASH DOWN – Any hazardous based spill where there is no fire and the spill is under thirty-five (35) gallons. I.e. roadway, parking lots, etc. that requires a wash down – no vehicular accident.

WILDLAND FIRE - Any fire occurring in vegetative areas regardless of ignition sources, damages or benefits. An uncontrolled fire in grassland, brush-land, or land sown to crops. For the purposes of this contract any fire within the confines of the above definitions that requires an emergency response of an entity **excluding** prescribed type Brush land clearing operation or rubbish fire(s).

WIRELINE INCIDENTS (All TYPES) – where the response is of such nature that there is a "downed-wire" or "low-hanging wire" or energized or with or without fire- and the responding Entity must standby and await the arrival of a utility company or responding Entity must remove, and or mitigate the non-emergency situation. Any situation where there is immediate danger to the public from an electrical wire, and the situation dictate immediate traffic control, or public redirection or any situation where there is no immediate danger to the public from an electrical wire, and the situation

does not dictate immediate traffic control, or public redirection. Where the entity is not required to stand-by for the service company.

3.0 ENTITY RESPONSIBILITIES

3.1 Entity hereby agrees to provide emergency fire response based services, if resources are available, to the geographically assigned Rural Response District, within the County, as may be required by the County Fire Marshal or otherwise as delineated within this contract.

3.2 Entity hereby agrees to the designation of Primary (response) within their designated Rural Response District as depicted in the attached map, as Exhibit "C". Each Entity Rural Response District may be amended from time to time during the period of this contract by annexation or de-annexation of property by any respective city(s), or by agreement of the County Fire Marshal, and Fire Chief(s) responsible for the existing Rural Response District. The Response Districts and assigned Entity will be provided to the designated 911 Coordinator and the Sheriff's Office. A map depicting the Rural Response Districts of all participating Entity(s) shall be maintained and provided upon request by the County Fire Marshal, at their designated office.

3.3 Entity hereby agrees to seek authorization from the County Fire Marshal **PRIOR** to responding to a XXX outside of the Rural Response Districts' geographical area as delineated and depicted in Exhibit "B". Unless authorized by the County Fire Marshal, Entity and/or Rural Response District shall not be reimbursed for services rendered outside their designated geographical area.

3.4 Entity hereby agrees to provide the County Fire Marshal, with any and all records, reports, and documents, to include, but not limited to, statistics, data, calls for service records, dispatch logs, and any other records or other documents necessary to support the invoice or request for reimbursement as herein provided. In the absence of the Fire Marshal, said records, reports, and documents may be provided to the County Judge or his designee. The standard reimbursement request shall be timely submitted. Unless this subsection is fully complied with, reimbursements shall not be granted.

3.5 Entity agrees that in multi-agency response calls, the communications interoperability radio channels will be used as primary communications with the designated incident commander. The Incident Commander or assigned communications officer may designate user and sub-user groups as necessary.

3.6 Entity agrees to allow the County Fire Marshal, full access to any and all operational communications frequencies / talk groups, that the Entity operates on and authorize the County Fire Marshal to use

those frequencies/talk groups during a response to a designated emergency situation that the Entity responds to. This will include assigning user-identification numbers (if available) to any County Fire Marshal communications radio.

3.7 Entity agrees to practice NIMS/ICS during any multi-agency – multi-tiered response.

3.8 Entity agrees to provide its' own insurance for equipment, vehicles, and personnel used in performing any of the services described herein. Emergency vehicles and fire-fighting equipment must be owned and/or managed by the Entity. Entity agrees to provide proof of current and adequate vehicle, equipment and workmen's compensation insurance to the County upon submission of this contract or upon request from the County Fire Marshal.

3.9 During extended operations as designated by the Incident Commander, the Entity agrees to provide adequate hydration and sustenance for its firefighters/emergency response personnel.

3.10 Entity agrees that it will not cause, create or allow any type of "roving-patrols" or "smoke-hunting / chasing" operations by full-time employees, volunteers or paid-volunteers, in an effort to seek out emergency responses. Any simple trash burning calls will be referred to the appropriate law enforcement agency, i.e.. Fire Marshal, Constable Office or Sheriff's Office, unless the Roving preventive fire patrol activity is requested and authorized by the Fire Marshal in writing during an emergency situation, burn ban period, or fireworks ban period.

COUNTY RESPONSIBILITIES

4.1 In consideration for the Entity's Rural Emergency Services, the County will reimburse the Entity in the manner provided herein.

4.2 The County shall designate a person and office that shall be known as the County Fire Marshal and County Fire Marshal's Office, who shall have the following responsibilities;

4.2.1 **ADMINISTRATION**

a. Administration of Fire Marshal's Office

b. Cause Burn Ban Signs (during designated times) to be displayed in conspicuous locations at all major roadway entrances to the County.

c. Commercial Building Inspections

d. Fire Safety Inspections

e. Adult and Child Day Care Facility Inspections

f. Health Care Facility Inspections

g. Existing and New Construction Inspections

h. Implementation and Enforcement of the most current version of the International Fire Code.

i. Issuance and Regulation of Burn Permits in Rural County areas

j. Monitor weather conditions and cause burn bans and fireworks bans to be enacted by the Commissioners Court, as appropriate.

k. Plat/Plan Reviews and approvals

l.

4.2.2 **INVESTIGATIONS**

a. Conduct Fire Investigations

b. Assist and guide other law enforcement agencies with Fire Code violations and enforcement.

c. Provide Information and Reports

d. Provide assistance to municipal departments with Fire Investigations, upon request.

e. Issue Citations, make arrests, and file criminal cases as appropriate.

4.2.3 **FIRE PREVENTION**

a. Plan, coordinate and direct activities.

b. Conduct and participate in training with all Fire Departments.

c. Acquire and maintain equipment.

d. Conduct public education.

e. Perform fire safety presentations.

4.2.4 **ADMINISTER RURAL EMERGENCY SERVICES CONTRACT**

a. Review and process all requests for reimbursements.

b. Will confer with appropriate Fire Chief on any discrepancies on requests for reimbursement.

c. Shall determine if a Rural Response District may respond to a XXX outside of the Rural Response Districts' geographical area as delineated and depicted in Exhibit "C".

4.2.5 **RESPONSE**

a. When requested, respond to a fire scene within a reasonable time to conduct an investigation into the cause of the fire.

b. Will respond to any major incidents.

c. Will integrate into the NIMS/ICS structure as appropriate

d. Will assist the Incident Commander with any duties as assigned.

e. Will provide Law Enforcement assistance/coordination as needed

5.0 LIABILITY

5.1 Entity and County agree pursuant to Section 352.004, Texas Local Government Code that the acts of any person or persons travelling to or from or in a manner as defined in Section 3, shall be deemed as the acts of agents or employees of the County in all respects, notwithstanding such person or persons may otherwise be employees or firefighters of the Entity.

5.2 The County of Hidalgo and Entity agree that they will provide general liability insurance coverage for liabilities caused by vehicles, equipment, and personnel. Entity shall be responsible for any damage to its vehicles or equipment used in performing services under this Agreement. Each party agrees that it shall provide general liability insurance coverage for the action of their respective employees and firefighters.

5.3 Nothing herein shall be construed to prevent either party from becoming self-insured. Each Entity participating and entering into this contract must provide written proof of

insurance to the County when submitting the contract for approval. Upon request by the County or it's duly authorized representative, the Entity must provide documentation of completion of any other State or Federal fire-fighting training requirements.

5.4 If either party cannot acquire the insurance required herein, this Agreement shall be void and the parties shall negotiate their respective obligations regarding emergency services response in the rural areas of Hidalgo County at the time. If at any time during the year the respective Entity loses its insurance capacity, it must immediately report this to the Fire Marshal and cease any responses to their assigned Rural Response District.

6.0 REIMBURSEMENT PLAN

6.1 County shall reimburse Entity for services provided hereunder in a lump sum with payment to be made monthly as follows:

6.1.1 Entity shall keep true and accurate records of all rural emergency services provided hereunder and shall submit, on a monthly basis (within a reasonable time), any Rural Emergency Service Incident Reports to the County Fire Marshal, reporting is a condition precedent to receiving payments from the County. The Rural Emergency Service Incident Report form(s), and supporting documents as listed in Section 3.4 shall be required as part of the monthly report. Accident Prevention Plan documentation is required from any Entity that utilized the County Worker's Compensation Policy, as described in Section 5.3.

6.1.2 County shall communicate and provide a written itemized list of emergency services not approved for reimbursement or any change in the reimbursement rate / category to the Entity with an explanation for the disapproval or change to the Fire Chief of entity for his approval or challenge within fourteen (14) working days of receipt of invoices from Entity.

6.1.3. County Fire Marshal shall accumulate records of all rural emergency service responses provided by all Entity(s) within Hidalgo County and shall calculate the amount due each Entity.

a. Any and all disputes of Entity reports shall be addressed directly to the Fire Marshal and/or the Entity in writing.

b. If a resolution of dispute for emergency response services cannot be reached, the reporting Entity may appeal to the Hidalgo County Commissioner's Court.

6.1.4. For all rural emergency calls serviced by the Entity within its emergency response district, Entity shall receive a monthly lump-sum payment for all authorized services, corresponding to that year, in accordance with the following payment schedule and categories;

(6.1.4.I.)	**CATEGORY I (CI)**	**Flat rate of $1,100.00 per incident.**
(6.1.4.II.)	**CATEGORY II (CII)**	**Flat Rate of $ 550.00 per incident**
(6.1.4.III.)	**CATEGORY III (CIII)**	**Flat Rate of $ 250.00 per incident.**

6.1.4.I. CATEGORY I. **A rate of $ 1,100.00 per incident**, as set forth, shall apply, during the terms of this Contract for:

.1 **FIREFIGHTING STRUCTURAL / COMMERCIAL VEHICLE** (as primary department)

.2 **HAZARDOUS MATERIALS (TECHNICIAN LEVEL)**

.3 **MASS CASUALTY**

.4 **RESCUE CALLS**

.5 **VEHICULAR EXTRICATION**

.6 **PUBLIC WORKS RESPONSE**

.7 **REGIONAL MEDICAL RESPONSE TEAM**

.8 **SECONDARY CITY/ENTITY** (in place of primary department.)

.9 **SPECIAL SITUATIONS**

.10 **GRASS / BRUSH WILDLAND FIRE**

.11 **REGIONAL RESPONSE TEAM**

6.1.4.II. CATEGORY II. **A rate of $ 550.00 per incident**, as set forth, shall apply, during the terms of this Contract for:

.1 **MEDICAL CALL**

.2 **MUTUAL AID**

.3 **MOTOR VEHICLE ACCIDENT (PATIENT PACKAGING, SECURE VEHICLE)**

.4 **LAW ENFORCEMENT ASSISTANCE**

.5 **RECOVERY CALL – BODY**

.6 **TRAFFIC CONTROL**

.7 **WASH DOWN**

.8 **BEE ATTACK**

.9 **PETROLEUM BASED INCIDENT STANDBY**

.10 **WIRELINE INCIDENTS (ALL TYPES)**

6.1.4. III CATEGORY III. A Rate of $ 250.00 per incident, as set forth, shall apply, during the terms of this Contract for:

.1 **LANDING ZONE**

.2 **HAZARDOUS MATERIALS (AWARENESS/OPERATIONS LEVEL)**

.3 **FALSE ALARM CALL**

.4 **GOOD INTENT CALLS**

.5 **SERVICE CALLS**

.6 **RUBBISH FIRE(S)(AUTHORIZED/UNAUTHORIZED CONTROLLED FIRE, PRESCRIBED BURN)**

.7 **PALM TREE FIRE (NON-MOVING VEGITATION)**

7.0. ASSIGNMENT

In the event a Rural Fire District(s) is created for the rural, non-incorporated areas of Hidalgo County, this contract may be assigned by County to such District, and Entity shall look solely to the District(s) to perform and assume all Obligations and Responsibilities of County.

8.0. AUDIT

Any and all requests from Entity for reimbursement from County or any past reimbursements made under this contract or its predecessors shall be subject to audit by the County Auditor's Office, and/or the Fire Marshal. Should an audit procedure be invoked, Entity agrees to provide any and all records, photographs, videos, or other documents, pertaining to any request or claim for reimbursement made or paid hereunder that are requested by the Auditor or Fire Marshal. Should the County Auditor determine that any payments made were not properly claimed under the terms of this contract, Entity agrees to remit the amount of payments so found by the County Auditor to the County within ten (10) working days, following the date of receipt of Entity of County Auditors written determination of same.

9.0. MISCELLANEOUS

9.1 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 the 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.

9.2 NO WAIVER. No waiver by any party hereto of any breach of any provision of this Agreement shall be deemed to be a waiver of any preceding or succeeding breach of the same or any other provision hereof.**9.3 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 indirectly 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. This Agreement supersedes any and all agreements by and between the parties hereto. All previous agreements concerning the subject matter hereof between the parties are terminated as of the date of this Agreement.

9.4 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.

9.5 NOTICE. Except as may be otherwise specifically provided in this Agreement, all notices, demands, request for 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 pre-paid and addressed to the parties at the addresses set forth below, or at such other addresses as may have been therefore specified by written notice delivered in accordance herewith:

If to Entity _____

_____

_____, Texas _____

If to County: County of Hidalgo
Ramon Garcia, County Judge
100 E. Cano St. 2nd Floor, Edinburg, Texas 78539 or
P.O. Box 1356, Edinburg, Texas 78540

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 of 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.

9.6 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.

9.7 SUCCESSORS. This agreement shall be binding upon and insure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors, and assigns where permitted by this Agreement.

9.8 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.

9.9 GENDER and NUMBER. All pronouns used in this Agreement shall include the other gender, whether used in the masculine, feminine, or neutral gender, and the singular shall include the plural whenever and as often as may be appropriate.

9.10 AUTHORITY TO EXECUTE. The execution and performance of this Agreement by each of the parties hereto has been duly authorized by all necessary laws, resolutions, ordinances, or governing body action, and the Agreement constitutes, the valid and enforceable obligations of the parties hereto in accordance with its terms.

9.11 PERFORMANCE of GOVERNMENT FUNCTIONS. Each party hereto is entering into this Agreement for the purpose of providing for governmental services or functions, and will pay for such services out of current revenues available to the paying party as herein provided.

9.12 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.

9.13 COMMITMENT of CURRENT REVENUES. In the event that, during any term hereof, the Commissioners Court does not appropriate sufficient funds to meet the obligations of County under this Agreement, County may terminate this Agreement upon ninety (90) days written notice to Company. County agrees, however, to use reasonable efforts to secure funds necessary for the continued performance of this Agreement. The parties intend this provision to be a continuing right to terminate this Agreement at the expiration of each budget period of County pursuant to the provisions of Tex. Loc. Govt. Code Ann. ' 271.903 (Vernon Supp. 1996).

9.14 MUTUAL INDEMNIFICATION. Without waiving its sovereign immunity, and to the extent provided by law, each party shall indemnify and hold harmless each other, its officers, officials, and employees from and against all claims and liabilities of any nature or kind, including costs and expenses for or on account of any claims, damages, losses, or expenses of any character whatsoever resulting in whole or in part from the negligent performance or omission of either party's employees or representatives connected with the activities described herein.

WITNESS THE HANDS OF THE PARTIES

(In duplicate originals effective on the day both parties' signatures are executed.

CITY OF ALTON

_____ _____

By: **Date**

ATTEST:

_____

City Secretary

COUNTY OF HIDALGO

_____ _____

Ramon Garcia, County Judge **Date**

ATTEST:

_____

Arturo Guajardo, Jr., County Clerk

Approved as to Form:

Office of Criminal District Attorney's Office
Ricardo Rodriguez, Jr.

By: _____
Victor M. Garza, Assistant District Attorney

EXHIBIT "A"

Rural Emergency Service Incident Report

(FORM MUST BE COMPLETED IN INK OR TYPED ON ALL INCIDENTS FOR REIMBURSEMENT) (Exhibit A)

DEPARTMENT: _____ COUNTY INCIDENT: _____

DATE :_____ ALARM TIME :_____ ARRIVAL TIME: _____ DEPART TIME: _____

SITUATION REPORTED:_____ SITUATION FOUND:_____

MUTUAL AID: _____ GIVEN: _____ RECEIVED: _____ DEPARTMENT: _____

_____ NON-APPLICABLE DEPARTMENT: _____

CALLER NAME: _____ REQUESTING PERSON: _____

CALLER NAME: _____

CALLER ADDRESS: _____ OTHER: _____ PHONE: _____

CALLER PHONE: _____ WALK-IN: _____

INCIDENT LOCATION: _____

OCCUPANT NAME: _____ OWNER NAME: _____

OWNER ADDRESS: _____

OWNER PHONE #: _____ OCCUPANT PHONE #: _____

INCIDENT CAUSE: _____

TYPE OF ACTION TAKEN: _____

UNITS RESPONDING: _____ UNITS COMMITTED: _____

OF PERSONNEL:_____ MILEAGE (ROUND TRIP):_____ ADVISED COUNTY FIRE MARSHAL: YES _____ NO: _____

COMMENTS:

_____

_____

_____

INCIDENT COMMANDER: _____ REPORT PREPARED BY: _____

ESTIMATED $ LOSS: _____ ATTEST: _____
FIRE CHIEF

REIMBURSEMENT REQUESTED: _____$250.00 _____$550.00 _____$1,100.00

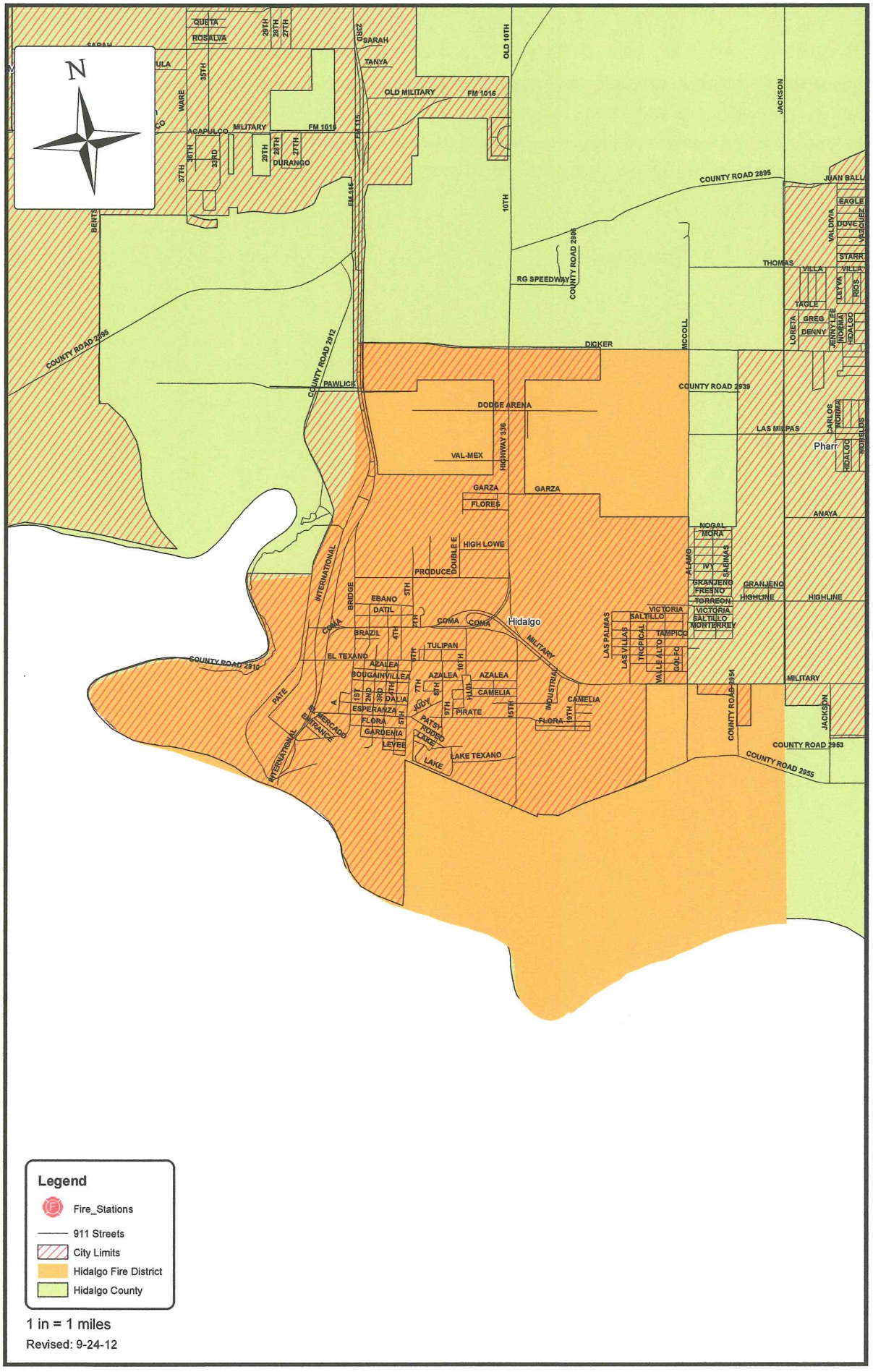
HCFMO Approval Amount: _____$250.00 _____$550.00 _____$1,100.00

EXHIBIT "B"

PAY OUT PLAN:			
	2016	2017	2018
CATEGORY I	$ 1,100	$ 1,250	$ 1,375
CATEGORY II	$ 550	$ 600	$ 665
CATEGORY II	$ 250	$ 275	$ 300

EXHIBIT "C"

Hidalgo Fire District



Legend

- Fire_Stations
- 911 Streets
- City Limits
- Hidalgo Fire District
- Hidalgo County

1 in = 1 miles

Revised: 9-24-12

Interlocal Cooperation Agreement between City of Edcouch and Hidalgo County, Texas.

STATE OF TEXAS

COUNTY OF HIDALGO

THIS Interlocal Cooperation Agreement is made on the **1** day of **December,** by and between the COUNTY OF HIDALGO, TEXAS, hereafter called County, and the City of **Edcouch,** TEXAS, a municipal corporation/non-incorporated area hereinafter called CITY/ENTITY, is made under the authority of Chapter 791.001, Texas Government Code to be effective on the **1** day of **January, 2016**.

Entity and County are authorized to enter into this Agreement pursuant to the Interlocal Cooperation Act, Texas Government Code 791.001 et seq., which authorizes local governments to contract with each other to perform Governmental functions under the terms of the Act.

1.0 TERMS

1.1 This contract shall be for a period commencing on **January 1, 2016**, and shall terminate on **January 1, 2019**.

1.2 After **January 1, 2019**, this Contract, unless terminated as provided elsewhere shall be renewed on a month-to-month basis, under the same fee(s), rate(s), term and conditions of this agreement, until re-negotiated by mutual consent of both parties.

1.3 Either party has the option to terminate this Contract without cause by written notification, to the other on sixty (60) day notice.

1.4 The Rural Emergency Service Incident Report (Exhibit "A") form must be utilized as part of the monthly report submitted to the County Fire Marshal or his designee.

1.5 Any modifications to invoices shall be approved by both parties. Denial of any reimbursement shall be made within fourteen (14) working days after receipt of such invoice by the County Fire Marshal. Invoices which are approved shall be paid no later than thirty (30) days upon receipt of invoice by County.

1.6 Commencing on the **1** day of **January** 2016 and on each anniversary of that date thereafter, the parties hereinafter agree to an annual increase as identified in (Exhibit "B").

2.0 DEFINITIONS

BEE ATTACK – Any response to a situation where there is an on-going attack on person(s), domestic animal(s), and/or livestock, or a recent attack that requires first responder entrance into the immediate scene to rescue any person(s.) **EXCLUDING** situations of bee removal of hazards where no attack is in progress, or sustained at the time of response.

CATEGORY – All responses shall be categorized in a category that will be enumerated as I, II, III. Categories are designed to simplify reporting, queries and reimbursement requests.

COUNTY FIRE MARSHAL – the person appointed by the Commissioners Court in accordance with LGC 352 who is responsible for the administration of fire investigations, fire safety inspections, and fire prevention activities, administration of the Rural Emergency Services Contract and enforcement of the most recently adopted International Fire Code. This is a Sworn position.

ENTITY - Parent organization of Fire Department whose members are full time, part time, paid or unpaid volunteers and for the purposes of this contract includes any elements from any public works department that are requested or deployed to assist with the suppression, control or extinguishment of a fire.

COUNTY FIRE INVESTIGATORS – Those officers designated as such, by the County Fire Marshal that are responsible for all duties which may be assigned by the County Fire Marshal.

CHIEF DEPUTY / DEPUTY FIRE MARSHAL – Those officers designated and commissioned by the County Fire Marshal that are responsible for all duties which may be assigned by the County Fire Marshal.

FALSE ALARM CALL - Any emergency response to a mischievous or malicious call, or false call; or fire alarm system malfunctions that require fire personnel to investigate the scene or incident to make a determination as to whether or not there is a fire. If there are two or more alarms at the same location for the same reason, and from the same source, the responding Entity shall notify the Fire Marshal by the next working date.

FIREFIGHTING – Any working Structural or Commercial Vehicle fire upon arrival, a petroleum based fire **EXCLUDING** rubbish fire(s) (trash fire), or Authorized, Unauthorized Uncontrolled/ controlled land clearing fire(s).

GOOD INTENT CALLS – Any emergency call response where fire personnel were summoned, but were not required dealing with the incident, there was no actual incident, where no actual services, investigation, or standby was rendered or needed. Response to this type of call must come through a dispatch point.

HAZARDOUS MATERIAL FIRST RESPONDER INCIDENT – any response to any incident at the first responder (awareness, and operations) level, as defined by the Environmental Protection Agency and/or the Texas Commission on Environmental Quality and includes, hazardous material Identification, low level containment / Mitigation, i.e. fuel spills, from any vehicle, including motor vehicles, trains, motorcycle or aircraft.

HAZARDOUS MATERIAL TECHNICIAN LEVEL INCIDENT– any response to any incident at the Technician level, as defined by the Environmental Protection Agency and/or the Texas Commission on Environmental Quality and includes, hazardous material Identification via Monitoring / Identification devices, and or specialized equipment for such purposes, High level containment / Mitigation, i.e. Solid, Liquid, Gas (Vapor) Chemical / Fuel spills from and structure, vehicle, and or storage type facility..

INCORPORATED AREA - any area(s) within Hidalgo County that exist at time of execution thereof, and as they may be amended by reasons of annexation and/or de-annexation of property by any respective city.

LAW ENFORCEMENT ASSISTANCE – any non-fire assistance requested by County, State, or Federal Law Enforcement Agency, and includes, but is not limited to – vehicle recovery (water), crowd control, and "standing-by" for any situation in pursuance of a law enforcement, and or Investigative mission **EXCLUDING** MVA duties (traffic Control, washdowns, patient packaging).

MASS CASUALTY INCIDENT – all emergency rescues and/or recovery of victims, eight (8) victims or more, from any major incident or accident, i.e. Haz-Mat, aircraft, any passenger transportation bus, regardless of cause, building collapse, or assembly area.

MEDICAL CALL – In an emergency situation, under exigent circumstances, where there is a delayed response by the contracted EMS provider (Greater than 20 Minutes) and the situation dictates immediate medical attention due to the delay by the EMS provider **excluding** immediate first aid to stabilize a victim at a scene, when already on scene. This section is not to be construed as a reimbursement plan for a fire-based department that operates an emergency medical service (EMS) otherwise covered by any other contracts that are already in place.

MUTUAL AID – A Primary Entity response to an emergency event where the situation is of such magnitude , either upon arrival or during the actual response, that the primary city/entity must declare a multiple alarm and request response from one or more Secondary Entity(s) and such assistance is necessary to control, extinguish, or otherwise assist with the response. This includes any element of public works that is called upon to help mitigate the emergency. The call for additional resources made by the Primary Entity from the Secondary Entity may be based on the extenuating circumstances, and may be made by the on-scene incident commander, and must go through a dispatch point with approval from the most senior officer that is on duty for the Entity. The Fire Marshal may authorize and/or request mutual aid at any time whether or not on-scene, when the request is made directly to them. Secondary entities may be reimbursed at the same rate as the primary entity upon approval of the Fire Marshal, when sufficiently documented as a "Special Situation".

NATURAL VEGETATION – The plants of an area or region, collectively – any plant life, present in or produced by nature, whether growing or not. Fuel for a wild-land or grass fire.

OPERATIONAL PERIOD – 12 hour standard as recognized by the National Incident Management system.

PETROLEUM BASED INCIDENT – any incident or fire whose main fuel source includes natural gas, liquefied gas, crude or refined oil or any other petroleum based product that may be used or processed as fuel or as a precursor for fuel. It also includes any storage container, conveyance of said

product, whether by motor vehicle, pipeline or any other type of transport medium **EXCLUDING** propane tanks used for residential or commercial service (100lbs or under).

PRIMARY ENTITY – the Entity who is a party to this contract with the County that is assigned to respond as the lead fire-based response agency to an area where the emergency occurred as per Section II, Paragraph A, of this contract. This may be based on geographical assignments or capability.

PUBLIC WORKS RESPONSE – Any incident response that requires operational support elements from what is commonly referred to as Public Works, to respond to an emergency situation, to help mitigate, control, or otherwise facilitate the overall response. This response may only be requested and authorized by the on-scene Incident Commander through the Fire Marshal.

RECOVERY CALL – Body - Any recovery of a deceased victim.

REIMBURSEMENT PLAN – method by which a Entity is reimbursed by the County for emergency services rendered in any rural area within Hidalgo County.

REGIONAL RESPONSE TEAM – response to any special situation to provide tactical rescue assistance and support for any first responder regardless of discipline. Regional Response Teams are based and maintained from the Lower Rio Grande Valley Development Council (LRGVDC) Homeland Security Association Committee (HSAC).

RESPONSE AREA – the geographical area assigned to the Entity within the rural areas of the County, wherein the respective Entity Shall be responsible for primary response to an emergency call for service.

RUBBISH – trash, garbage, brush, grass or other unwanted things, and includes any tangible item discarded, collected, or recycled arranged as to burn for cleaning / clearing as a part of a controlled situation, whether permitted or not.

RURAL AREA – any non-incorporated areas within Hidalgo County, as they exist at the time of execution thereof, and as they may be amended by reasons of annexation and/or de-annexation of

property by any respective city or any incorporated area within Hidalgo County that does not provide its own emergency services or response.

RURAL RESPONSE DISTRICT – The area designated for the respective Primary Entity for emergency response within a delineated geographical area as depicted and described in Exhibit "B", attached hereof. The rural response district may be amended from time to time pursuant to Section3.2.

SEARCH and RESCUE CALLS – all rescues of person(s) living , from water, high angle, confined space, or all rescue/extrication of person(s) from entanglement, entrapment, enclosed areas, elevators, building collapse **EXCLUDING** Recovery, and/or Vehicle Extrication.

SECONDARY CITY – the Entity who is a party to a cooperative agreement with the County and is assigned or requested to respond to assist the primary city in any type of emergency response to an area where the emergency occurred (Mutual Aid). The response may occur anywhere within the rural County and may be based on geographical assignment or capability **EXCLUDING** all aid to other Jurisdictions in their city limits.

SERVICE CALLS – any call involving unauthorized burning, smoke scare, mischievous or malicious calls, and alarm system malfunctions requiring fire personnel to deal with an incident, but where no actual services, investigation or standby was rendered or needed.

SPECIAL SITUATIONS – Any situation in which the Entity performed in a manner that is not covered in any of the above described situations, or for an extended period of time. The Fire Chief must justify the exigent circumstances for the response to the incident and reason for reimbursement request. If the response by the Entity covers two or more operational periods, this fee may charged per day, above and beyond any other fees. The Fire Chief shall seek authorization from the County Fire Marshal, or his representative, justifying the exigent circumstances for the response to the incident prior to responding to a special situation. If authorized by the County Fire Marshal and if the response by the Entity covers two or more operational periods, this fee may be charged per day, above and beyond any other fees.

STRUCTURE – any construction within reason, or any production or piece of work artificially built or composed of parts joined together in some definite manner, that is built, under construction or constructed and it includes any edifice, or building of any kind.

TRAFFIC CONTROL – Any incident response where the nature of the call is strictly for traffic control assistance.

MOTOR VEHICULAR ACCIDENT (MVA) – any motor vehicle or automobile collision regardless of amount of or type of vehicles involved, where services other than "VEHICULAR EXTRICATION" is performed.

VEHICULAR EXTRICATION – any emergency extrication of person(s) with the use of specialized hydraulic, and or manual tools from wreckage entanglement as a result of an automobile collision, regardless of motor vehicle type.

VEHICLE FIRE -A working fire – upon arrival that involves any vehicle fire. (i.e. Semi-Truck and or Trailer, Transport Vehicle, Service Vehicles, commuter bus or personal vehicle, car, truck, van).

WASH DOWN – Any hazardous based spill where there is no fire and the spill is under thirty-five (35) gallons. I.e. roadway, parking lots, etc. that requires a wash down – no vehicular accident.

WILDLAND FIRE - Any fire occurring in vegetative areas regardless of ignition sources, damages or benefits. An uncontrolled fire in grassland, brush-land, or land sown to crops. For the purposes of this contract any fire within the confines of the above definitions that requires an emergency response of an entity **excluding** prescribed type Brush land clearing operation or rubbish fire(s).

WIRELINE INCIDENTS (All TYPES) – where the response is of such nature that there is a "downed-wire" or "low-hanging wire" or energized or with or without fire- and the responding Entity must standby and await the arrival of a utility company or responding Entity must remove, and or mitigate the non-emergency situation. Any situation where there is immediate danger to the public from an electrical wire, and the situation dictate immediate traffic control, or public redirection or any situation where there is no immediate danger to the public from an electrical wire, and the situation

does not dictate immediate traffic control, or public redirection. Where the entity is not required to stand-by for the service company.

3.0 ENTITY RESPONSIBILITIES

3.1 Entity hereby agrees to provide emergency fire response based services, if resources are available, to the geographically assigned Rural Response District, within the County, as may be required by the County Fire Marshal or otherwise as delineated within this contract.

3.2 Entity hereby agrees to the designation of Primary (response) within their designated Rural Response District as depicted in the attached map, as Exhibit "C". Each Entity Rural Response District may be amended from time to time during the period of this contract by annexation or de-annexation of property by any respective city(s), or by agreement of the County Fire Marshal, and Fire Chief(s) responsible for the existing Rural Response District. The Response Districts and assigned Entity will be provided to the designated 911 Coordinator and the Sheriff's Office. A map depicting the Rural Response Districts of all participating Entity(s) shall be maintained and provided upon request by the County Fire Marshal, at their designated office.

3.3 Entity hereby agrees to seek authorization from the County Fire Marshal **PRIOR** to responding to a XXX outside of the Rural Response Districts' geographical area as delineated and depicted in Exhibit "B". Unless authorized by the County Fire Marshal, Entity and/or Rural Response District shall not be reimbursed for services rendered outside their designated geographical area.

3.4 Entity hereby agrees to provide the County Fire Marshal, with any and all records, reports, and documents, to include, but not limited to, statistics, data, calls for service records, dispatch logs, and any other records or other documents necessary to support the invoice or request for reimbursement as herein provided. In the absence of the Fire Marshal, said records, reports, and documents may be provided to the County Judge or his designee. The standard reimbursement request shall be timely submitted. Unless this subsection is fully complied with, reimbursements shall not be granted.

3.5 Entity agrees that in multi-agency response calls, the communications interoperability radio channels will be used as primary communications with the designated incident commander. The Incident Commander or assigned communications officer may designate user and sub-user groups as necessary.

3.6 Entity agrees to allow the County Fire Marshal, full access to any and all operational communications frequencies / talk groups, that the Entity operates on and authorize the County Fire Marshal to use

those frequencies/talk groups during a response to a designated emergency situation that the Entity responds to. This will include assigning user-identification numbers (if available) to any County Fire Marshal communications radio.

3.7 Entity agrees to practice NIMS/ICS during any multi-agency – multi-tiered response.

3.8 Entity agrees to provide its' own insurance for equipment, vehicles, and personnel used in performing any of the services described herein. Emergency vehicles and fire-fighting equipment must be owned and/or managed by the Entity. Entity agrees to provide proof of current and adequate vehicle, equipment and workmen's compensation insurance to the County upon submission of this contract or upon request from the County Fire Marshal.

3.9 During extended operations as designated by the Incident Commander, the Entity agrees to provide adequate hydration and sustenance for its firefighters/emergency response personnel.

3.10 Entity agrees that it will not cause, create or allow any type of "roving-patrols" or "smoke-hunting / chasing" operations by full-time employees, volunteers or paid-volunteers, in an effort to seek out emergency responses. Any simple trash burning calls will be referred to the appropriate law enforcement agency, i.e.. Fire Marshal, Constable Office or Sheriff's Office, unless the Roving preventive fire patrol activity is requested and authorized by the Fire Marshal in writing during an emergency situation, burn ban period, or fireworks ban period.

COUNTY RESPONSIBILITIES

4.1 In consideration for the Entity's Rural Emergency Services, the County will reimburse the Entity in the manner provided herein.

4.2 The County shall designate a person and office that shall be known as the County Fire Marshal and County Fire Marshal's Office, who shall have the following responsibilities;

4.2.1 **ADMINISTRATION**

a. Administration of Fire Marshal's Office

b. Cause Burn Ban Signs (during designated times) to be displayed in conspicuous locations at all major roadway entrances to the County.

c. Commercial Building Inspections

d. Fire Safety Inspections

e. Adult and Child Day Care Facility Inspections

f. Health Care Facility Inspections

g. Existing and New Construction Inspections

h. Implementation and Enforcement of the most current version of the International Fire Code.

i. Issuance and Regulation of Burn Permits in Rural County areas

j. Monitor weather conditions and cause burn bans and fireworks bans to be enacted by the Commissioners Court, as appropriate.

k. Plat/Plan Reviews and approvals

l.

4.2.2 **INVESTIGATIONS**

a. Conduct Fire Investigations

b. Assist and guide other law enforcement agencies with Fire Code violations and enforcement.

c. Provide Information and Reports

d. Provide assistance to municipal departments with Fire Investigations, upon request.

e. Issue Citations, make arrests, and file criminal cases as appropriate.

4.2.3 **FIRE PREVENTION**

a. Plan, coordinate and direct activities.

b. Conduct and participate in training with all Fire Departments.

c. Acquire and maintain equipment.

d. Conduct public education.

e. Perform fire safety presentations.

4.2.4 **ADMINISTER RURAL EMERGENCY SERVICES CONTRACT**

a. Review and process all requests for reimbursements.

b. Will confer with appropriate Fire Chief on any discrepancies on requests for reimbursement.

c. Shall determine if a Rural Response District may respond to a XXX outside of the Rural Response Districts' geographical area as delineated and depicted in Exhibit "C".

4.2.5 **RESPONSE**

a. When requested, respond to a fire scene within a reasonable time to conduct an investigation into the cause of the fire.

b. Will respond to any major incidents.

c. Will integrate into the NIMS/ICS structure as appropriate

d. Will assist the Incident Commander with any duties as assigned.

e. Will provide Law Enforcement assistance/coordination as needed

5.0 LIABILITY

5.1 Entity and County agree pursuant to Section 352.004, Texas Local Government Code that the acts of any person or persons travelling to or from or in a manner as defined in Section 3, shall be deemed as the acts of agents or employees of the County in all respects, notwithstanding such person or persons may otherwise be employees or firefighters of the Entity.

5.2 The County of Hidalgo and Entity agree that they will provide general liability insurance coverage for liabilities caused by vehicles, equipment, and personnel. Entity shall be responsible for any damage to its vehicles or equipment used in performing services under this Agreement. Each party agrees that it shall provide general liability insurance coverage for the action of their respective employees and firefighters.

5.3 Nothing herein shall be construed to prevent either party from becoming self-insured. Each Entity participating and entering into this contract must provide written proof of

insurance to the County when submitting the contract for approval. Upon request by the County or it's duly authorized representative, the Entity must provide documentation of completion of any other State or Federal fire-fighting training requirements.

5.4 If either party cannot acquire the insurance required herein, this Agreement shall be void and the parties shall negotiate their respective obligations regarding emergency services response in the rural areas of Hidalgo County at the time. If at any time during the year the respective Entity loses its insurance capacity, it must immediately report this to the Fire Marshal and cease any responses to their assigned Rural Response District.

6.0 REIMBURSEMENT PLAN

6.1 County shall reimburse Entity for services provided hereunder in a lump sum with payment to be made monthly as follows:

6.1.1 Entity shall keep true and accurate records of all rural emergency services provided hereunder and shall submit, on a monthly basis (within a reasonable time), any Rural Emergency Service Incident Reports to the County Fire Marshal, reporting is a condition precedent to receiving payments from the County. The Rural Emergency Service Incident Report form(s), and supporting documents as listed in Section 3.4 shall be required as part of the monthly report. Accident Prevention Plan documentation is required from any Entity that utilized the County Worker's Compensation Policy, as described in Section 5.3.

6.1.2 County shall communicate and provide a written itemized list of emergency services not approved for reimbursement or any change in the reimbursement rate / category to the Entity with an explanation for the disapproval or change to the Fire Chief of entity for his approval or challenge within fourteen (14) working days of receipt of invoices from Entity.

6.1.3. County Fire Marshal shall accumulate records of all rural emergency service responses provided by all Entity(s) within Hidalgo County and shall calculate the amount due each Entity.

a. Any and all disputes of Entity reports shall be addressed directly to the Fire Marshal and/or the Entity in writing.

b. If a resolution of dispute for emergency response services cannot be reached, the reporting Entity may appeal to the Hidalgo County Commissioner's Court.

6.1.4. For all rural emergency calls serviced by the Entity within its emergency response district, Entity shall receive a monthly lump-sum payment for all authorized services, corresponding to that year, in accordance with the following payment schedule and categories;

(6.1.4.I.)	**CATEGORY I**	**(CI)**	**Flat rate of $1,100.00 per incident.**
(6.1.4.II.)	**CATEGORY II**	**(CII)**	**Flat Rate of $ 550.00 per incident**
(6.1.4.III.)	**CATEGORY III**	**(CIII)**	**Flat Rate of $ 250.00 per incident.**

6.1.4.I. CATEGORY I. A rate of $ 1,100.00 per incident, as set forth, shall apply, during the terms of this Contract for:

.1 **FIREFIGHTING STRUCTURAL / COMMERCIAL VEHICLE** (as primary department)

.2 **HAZARDOUS MATERIALS (TECHNICIAN LEVEL)**

.3 **MASS CASUALTY**

.4 **RESCUE CALLS**

.5 **VEHICULAR EXTRICATION**

.6 **PUBLIC WORKS RESPONSE**

.7 **REGIONAL MEDICAL RESPONSE TEAM**

.8 **SECONDARY CITY/ENTITY** (in place of primary department.)

.9 **SPECIAL SITUATIONS**

.10 **GRASS / BRUSH WILDLAND FIRE**

.11 **REGIONAL RESPONSE TEAM**

6.1.4.II. CATEGORY II. A rate of $ 550.00 per incident, as set forth, shall apply, during the terms of this Contract for:

.1 **MEDICAL CALL**

.2 **MUTUAL AID**

.3 **MOTOR VEHICLE ACCIDENT (PATIENT PACKAGING, SECURE VEHICLE)**

.4 **LAW ENFORCEMENT ASSISTANCE**

.5 **RECOVERY CALL – BODY**

.6 **TRAFFIC CONTROL**

.7 **WASH DOWN**

.8 **BEE ATTACK**

.9 **PETROLEUM BASED INCIDENT STANDBY**

.10 **WIRELINE INCIDENTS (ALL TYPES)**

6.1.4. III CATEGORY III. A Rate of $ 250.00 per incident, as set forth, shall apply, during the terms of this Contract for:

.1 **LANDING ZONE**

.2 **HAZARDOUS MATERIALS (AWARENESS/OPERATIONS LEVEL)**

.3 **FALSE ALARM CALL**

.4 **GOOD INTENT CALLS**

.5 **SERVICE CALLS**

.6 **RUBBISH FIRE(S)(AUTHORIZED/UNAUTHORIZED CONTROLLED FIRE, PRESCRIBED BURN)**

.7 **PALM TREE FIRE (NON-MOVING VEGITATION)**

7.0. ASSIGNMENT

In the event a Rural Fire District(s) is created for the rural, non-incorporated areas of Hidalgo County, this contract may be assigned by County to such District, and Entity shall look solely to the District(s) to perform and assume all Obligations and Responsibilities of County.

8.0. AUDIT

Any and all requests from Entity for reimbursement from County or any past reimbursements made under this contract or its predecessors shall be subject to audit by the County Auditor's Office, and/or the Fire Marshal. Should an audit procedure be invoked, Entity agrees to provide any and all records, photographs, videos, or other documents, pertaining to any request or claim for reimbursement made or paid hereunder that are requested by the Auditor or Fire Marshal. Should the County Auditor determine that any payments made were not properly claimed under the terms of this contract, Entity agrees to remit the amount of payments so found by the County Auditor to the County within ten (10) working days, following the date of receipt of Entity of County Auditors written determination of same.

9.0. MISCELLANEOUS

9.1 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 the 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.

9.2 NO WAIVER. No waiver by any party hereto of any breach of any provision of this Agreement shall be deemed to be a waiver of any preceding or succeeding breach of the same or any other provision hereof.**9.3 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 indirectly 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. This Agreement supersedes any and all agreements by and between the parties hereto. All previous agreements concerning the subject matter hereof between the parties are terminated as of the date of this Agreement.

9.4 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.

9.5 NOTICE. Except as may be otherwise specifically provided in this Agreement, all notices, demands, request for 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 pre-paid and addressed to the parties at the addresses set forth below, or at such other addresses as may have been therefore specified by written notice delivered in accordance herewith:

If to Entity _____

_____

_____, Texas _____

If to County: County of Hidalgo
Ramon Garcia, County Judge
100 E. Cano St. 2nd Floor, Edinburg, Texas 78539 or
P.O. Box 1356, Edinburg, Texas 78540

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 of 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.

9.6 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.

9.7 SUCCESSORS. This agreement shall be binding upon and insure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors, and assigns where permitted by this Agreement.

9.8 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.

9.9 GENDER and NUMBER. All pronouns used in this Agreement shall include the other gender, whether used in the masculine, feminine, or neutral gender, and the singular shall include the plural whenever and as often as may be appropriate.

9.10 AUTHORITY TO EXECUTE. The execution and performance of this Agreement by each of the parties hereto has been duly authorized by all necessary laws, resolutions, ordinances, or governing body action, and the Agreement constitutes, the valid and enforceable obligations of the parties hereto in accordance with its terms.

9.11 PERFORMANCE of GOVERNMENT FUNCTIONS. Each party hereto is entering into this Agreement for the purpose of providing for governmental services or functions, and will pay for such services out of current revenues available to the paying party as herein provided.

9.12 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.

9.13 COMMITMENT of CURRENT REVENUES. In the event that, during any term hereof, the Commissioners Court does not appropriate sufficient funds to meet the obligations of County under this Agreement, County may terminate this Agreement upon ninety (90) days written notice to Company. County agrees, however, to use reasonable efforts to secure funds necessary for the continued performance of this Agreement. The parties intend this provision to be a continuing right to terminate this Agreement at the expiration of each budget period of County pursuant to the provisions of Tex. Loc. Govt. Code Ann. ' 271.903 (Vernon Supp. 1996).

9.14 MUTUAL INDEMNIFICATION. Without waiving its sovereign immunity, and to the extent provided by law, each party shall indemnify and hold harmless each other, its officers, officials, and employees from and against all claims and liabilities of any nature or kind, including costs and expenses for or on account of any claims, damages, losses, or expenses of any character whatsoever resulting in whole or in part from the negligent performance or omission of either party's employees or representatives connected with the activities described herein.

WITNESS THE HANDS OF THE PARTIES

(In duplicate originals effective on the day both parties' signatures are executed.

CITY OF ALTON

_____ _____

By: **Date**

ATTEST:

_____

City Secretary

COUNTY OF HIDALGO

_____ _____

Ramon Garcia, County Judge **Date**

ATTEST:

_____

Arturo Guajardo, Jr., County Clerk

Approved as to Form:

Office of Criminal District Attorney's Office
Ricardo Rodriguez, Jr.

By: _____
Victor M. Garza, Assistant District Attorney

EXHIBIT "A"

Rural Emergency Service Incident Report

(FORM MUST BE COMPLETED IN INK OR TYPED ON ALL INCIDENTS FOR REIMBURSEMENT) (Exhibit A)

DEPARTMENT: _____ COUNTY INCIDENT: _____

DATE :_____ ALARM TIME :_____ ARRIVAL TIME: _____ DEPART TIME: _____

SITUATION REPORTED:_____ SITUATION FOUND:_____

MUTUAL AID: _____ GIVEN: _____ RECEIVED: _____ DEPARTMENT: _____

_____ NON-APPLICABLE DEPARTMENT: _____

CALLER NAME: _____ REQUESTING PERSON: _____

CALLER NAME: _____

CALLER ADDRESS: _____ OTHER: _____ PHONE: _____

CALLER PHONE: _____ WALK-IN: _____

INCIDENT LOCATION: _____

OCCUPANT NAME: _____ OWNER NAME: _____

OWNER ADDRESS: _____

OWNER PHONE #: _____ OCCUPANT PHONE #: _____

INCIDENT CAUSE: _____

TYPE OF ACTION TAKEN: _____

UNITS RESPONDING: _____ UNITS COMMITTED: _____

OF PERSONNEL:_____ MILEAGE (ROUND TRIP):_____ ADVISED COUNTY FIRE MARSHAL: YES _____ NO: _____

COMMENTS:

_____

_____

_____

INCIDENT COMMANDER: _____ REPORT PREPARED BY: _____

ESTIMATED $ LOSS: _____ ATTEST: _____
FIRE CHIEF

REIMBURSEMENT REQUESTED: _____$250.00 _____$550.00 _____$1,100.00

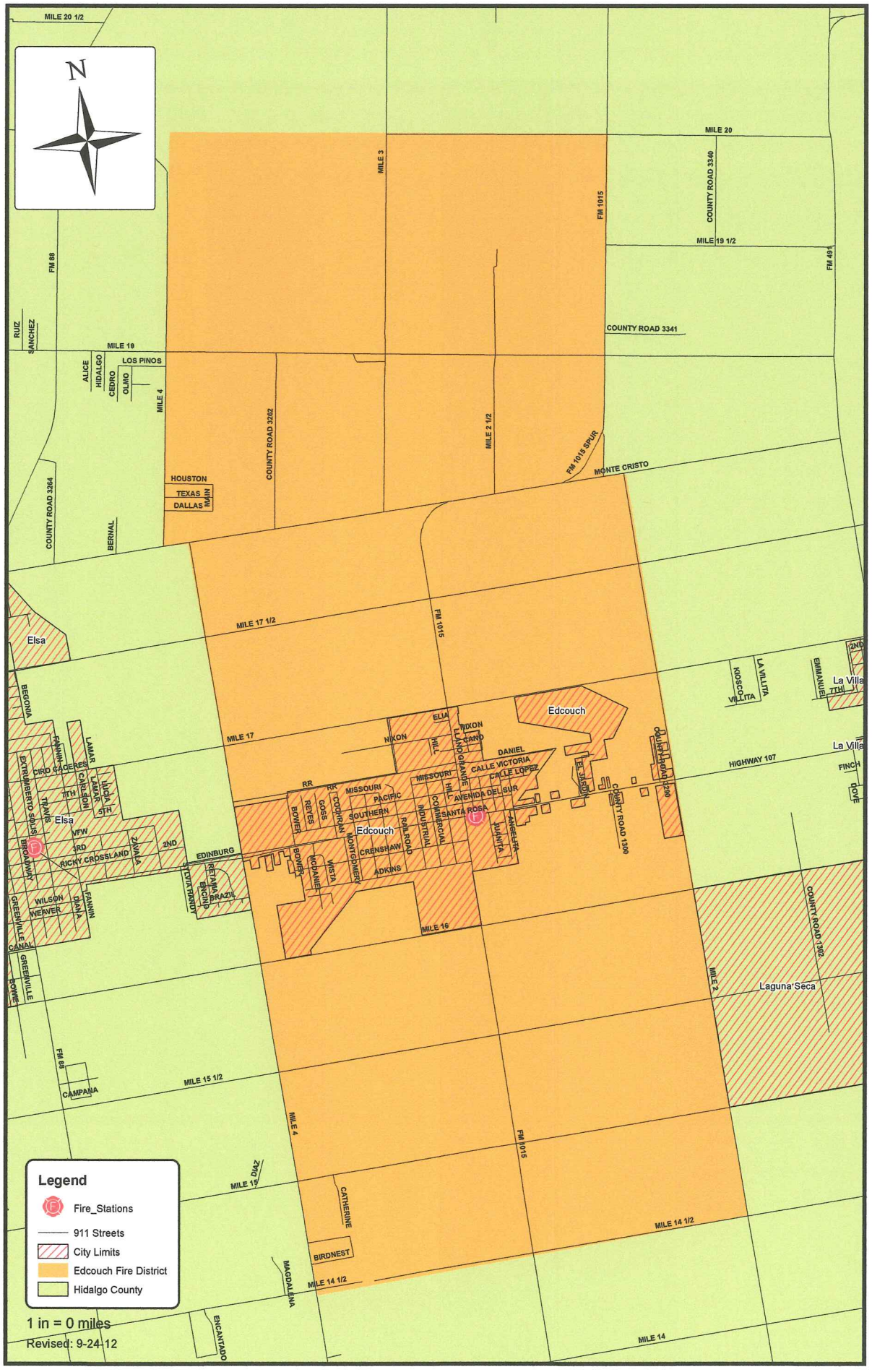
HCFMO Approval Amount: _____$250.00 _____$550.00 _____$1,100.00

EXHIBIT "B"

PAY OUT PLAN:			
	2016	**2017**	**2018**
CATEGORY I	$ 1,100	$ 1,250	$ 1,375
CATEGORY II	$ 550	$ 600	$ 665
CATEGORY II	$ 250	$ 275	$ 300

EXHIBIT "C"

Edcouch Fire District



Interlocal Cooperation Agreement between City of Alamo and Hidalgo County, Texas.

STATE OF TEXAS

COUNTY OF HIDALGO

THIS Interlocal Cooperation Agreement is made on the 1 day of **December,** by and between the COUNTY OF HIDALGO, TEXAS, hereafter called County, and the City of **Alamo,** TEXAS, a municipal corporation/non-incorporated area hereinafter called CITY/ENTITY, is made under the authority of Chapter 791.001, Texas Government Code to be effective on the 1 day of **January, 2016**.

Entity and County are authorized to enter into this Agreement pursuant to the Interlocal Cooperation Act, Texas Government Code 791.001 et seq., which authorizes local governments to contract with each other to perform Governmental functions under the terms of the Act.

1.0 TERMS

1.1 This contract shall be for a period commencing on **January 1, 2016**, and shall terminate on **January 1, 2019**.

1.2 After **January 1, 2019**, this Contract, unless terminated as provided elsewhere shall be renewed on a month-to-month basis, under the same fee(s), rate(s), term and conditions of this agreement, until re-negotiated by mutual consent of both parties.

1.3 Either party has the option to terminate this Contract without cause by written notification, to the other on sixty (60) day notice.

1.4 The Rural Emergency Service Incident Report (Exhibit "A") form must be utilized as part of the monthly report submitted to the County Fire Marshal or his designee.

1.5 Any modifications to invoices shall be approved by both parties. Denial of any reimbursement shall be made within fourteen (14) working days after receipt of such invoice by the County Fire Marshal. Invoices which are approved shall be paid no later than thirty (30) days upon receipt of invoice by County.

1.6 Commencing on the 1 day of **January** 2016 and on each anniversary of that date thereafter, the parties hereinafter agree to an annual increase as identified in (Exhibit "B").

2.0 DEFINITIONS

BEE ATTACK – Any response to a situation where there is an on-going attack on person(s), domestic animal(s), and/or livestock, or a recent attack that requires first responder entrance into the immediate scene to rescue any person(s.) **EXCLUDING** situations of bee removal of hazards where no attack is in progress, or sustained at the time of response.

CATEGORY – All responses shall be categorized in a category that will be enumerated as I, II, III. Categories are designed to simplify reporting, queries and reimbursement requests.

COUNTY FIRE MARSHAL – the person appointed by the Commissioners Court in accordance with LGC 352 who is responsible for the administration of fire investigations, fire safety inspections, and fire prevention activities, administration of the Rural Emergency Services Contract and enforcement of the most recently adopted International Fire Code. This is a Sworn position.

ENTITY - Parent organization of Fire Department whose members are full time, part time, paid or unpaid volunteers and for the purposes of this contract includes any elements from any public works department that are requested or deployed to assist with the suppression, control or extinguishment of a fire.

COUNTY FIRE INVESTIGATORS – Those officers designated as such, by the County Fire Marshal that are responsible for all duties which may be assigned by the County Fire Marshal.

CHIEF DEPUTY / DEPUTY FIRE MARSHAL – Those officers designated and commissioned by the County Fire Marshal that are responsible for all duties which may be assigned by the County Fire Marshal.

FALSE ALARM CALL - Any emergency response to a mischievous or malicious call, or false call; or fire alarm system malfunctions that require fire personnel to investigate the scene or incident to make a determination as to whether or not there is a fire. If there are two or more alarms at the same location for the same reason, and from the same source, the responding Entity shall notify the Fire Marshal by the next working date.

FIREFIGHTING – Any working Structural or Commercial Vehicle fire upon arrival, a petroleum based fire **EXCLUDING** rubbish fire(s) (trash fire), or Authorized, Unauthorized Uncontrolled/ controlled land clearing fire(s).

GOOD INTENT CALLS – Any emergency call response where fire personnel were summoned, but were not required dealing with the incident, there was no actual incident, where no actual services, investigation, or standby was rendered or needed. Response to this type of call must come through a dispatch point.

HAZARDOUS MATERIAL FIRST RESPONDER INCIDENT – any response to any incident at the first responder (awareness, and operations) level, as defined by the Environmental Protection Agency and/or the Texas Commission on Environmental Quality and includes, hazardous material Identification, low level containment / Mitigation, i.e. fuel spills, from any vehicle, including motor vehicles, trains, motorcycle or aircraft.

HAZARDOUS MATERIAL TECHNICIAN LEVEL INCIDENT– any response to any incident at the Technician level, as defined by the Environmental Protection Agency and/or the Texas Commission on Environmental Quality and includes, hazardous material Identification via Monitoring / Identification devices, and or specialized equipment for such purposes, High level containment / Mitigation, i.e. Solid, Liquid, Gas (Vapor) Chemical / Fuel spills from and structure, vehicle, and or storage type facility..

INCORPORATED AREA - any area(s) within Hidalgo County that exist at time of execution thereof, and as they may be amended by reasons of annexation and/or de-annexation of property by any respective city.

LAW ENFORCEMENT ASSISTANCE – any non-fire assistance requested by County, State, or Federal Law Enforcement Agency, and includes, but is not limited to – vehicle recovery (water), crowd control, and "standing-by" for any situation in pursuance of a law enforcement, and or Investigative mission **EXCLUDING** MVA duties (traffic Control, washdowns, patient packaging).

MASS CASUALTY INCIDENT – all emergency rescues and/or recovery of victims, eight (8) victims or more, from any major incident or accident, i.e. Haz-Mat, aircraft, any passenger transportation bus, regardless of cause, building collapse, or assembly area.

MEDICAL CALL – In an emergency situation, under exigent circumstances, where there is a delayed response by the contracted EMS provider (Greater than 20 Minutes) and the situation dictates immediate medical attention due to the delay by the EMS provider **excluding** immediate first aid to stabilize a victim at a scene, when already on scene. This section is not to be construed as a reimbursement plan for a fire-based department that operates an emergency medical service (EMS) otherwise covered by any other contracts that are already in place.

MUTUAL AID – A Primary Entity response to an emergency event where the situation is of such magnitude , either upon arrival or during the actual response, that the primary city/entity must declare a multiple alarm and request response from one or more Secondary Entity(s) and such assistance is necessary to control, extinguish, or otherwise assist with the response. This includes any element of public works that is called upon to help mitigate the emergency. The call for additional resources made by the Primary Entity from the Secondary Entity may be based on the extenuating circumstances, and may be made by the on-scene incident commander, and must go through a dispatch point with approval from the most senior officer that is on duty for the Entity. The Fire Marshal may authorize and/or request mutual aid at any time whether or not on-scene, when the request is made directly to them. Secondary entities may be reimbursed at the same rate as the primary entity upon approval of the Fire Marshal, when sufficiently documented as a "Special Situation".

NATURAL VEGETATION – The plants of an area or region, collectively – any plant life, present in or produced by nature, whether growing or not. Fuel for a wild-land or grass fire.

OPERATIONAL PERIOD – 12 hour standard as recognized by the National Incident Management system.

PETROLEUM BASED INCIDENT – any incident or fire whose main fuel source includes natural gas, liquefied gas, crude or refined oil or any other petroleum based product that may be used or processed as fuel or as a precursor for fuel. It also includes any storage container, conveyance of said

product, whether by motor vehicle, pipeline or any other type of transport medium **EXCLUDING** propane tanks used for residential or commercial service (100lbs or under).

PRIMARY ENTITY – the Entity who is a party to this contract with the County that is assigned to respond as the lead fire-based response agency to an area where the emergency occurred as per Section II, Paragraph A, of this contract. This may be based on geographical assignments or capability.

PUBLIC WORKS RESPONSE – Any incident response that requires operational support elements from what is commonly referred to as Public Works, to respond to an emergency situation, to help mitigate, control, or otherwise facilitate the overall response. This response may only be requested and authorized by the on-scene Incident Commander through the Fire Marshal.

RECOVERY CALL – Body - Any recovery of a deceased victim.

REIMBURSEMENT PLAN – method by which a Entity is reimbursed by the County for emergency services rendered in any rural area within Hidalgo County.

REGIONAL RESPONSE TEAM – response to any special situation to provide tactical rescue assistance and support for any first responder regardless of discipline. Regional Response Teams are based and maintained from the Lower Rio Grande Valley Development Council (LRGVDC) Homeland Security Association Committee (HSAC).

RESPONSE AREA – the geographical area assigned to the Entity within the rural areas of the County, wherein the respective Entity Shall be responsible for primary response to an emergency call for service.

RUBBISH – trash, garbage, brush, grass or other unwanted things, and includes any tangible item discarded, collected, or recycled arranged as to burn for cleaning / clearing as a part of a controlled situation, whether permitted or not.

RURAL AREA – any non-incorporated areas within Hidalgo County, as they exist at the time of execution thereof, and as they may be amended by reasons of annexation and/or de-annexation of

property by any respective city or any incorporated area within Hidalgo County that does not provide its own emergency services or response.

RURAL RESPONSE DISTRICT – The area designated for the respective Primary Entity for emergency response within a delineated geographical area as depicted and described in Exhibit "B", attached hereof. The rural response district may be amended from time to time pursuant to Section3.2.

SEARCH and RESCUE CALLS – all rescues of person(s) living , from water, high angle, confined space, or all rescue/extrication of person(s) from entanglement, entrapment, enclosed areas, elevators, building collapse **EXCLUDING** Recovery, and/or Vehicle Extrication.

SECONDARY CITY – the Entity who is a party to a cooperative agreement with the County and is assigned or requested to respond to assist the primary city in any type of emergency response to an area where the emergency occurred (Mutual Aid). The response may occur anywhere within the rural County and may be based on geographical assignment or capability **EXCLUDING** all aid to other Jurisdictions in their city limits.

SERVICE CALLS – any call involving unauthorized burning, smoke scare, mischievous or malicious calls, and alarm system malfunctions requiring fire personnel to deal with an incident, but where no actual services, investigation or standby was rendered or needed.

SPECIAL SITUATIONS – Any situation in which the Entity performed in a manner that is not covered in any of the above described situations, or for an extended period of time. The Fire Chief must justify the exigent circumstances for the response to the incident and reason for reimbursement request. If the response by the Entity covers two or more operational periods, this fee may charged per day, above and beyond any other fees. The Fire Chief shall seek authorization from the County Fire Marshal, or his representative, justifying the exigent circumstances for the response to the incident prior to responding to a special situation. If authorized by the County Fire Marshal and if the response by the Entity covers two or more operational periods, this fee may be charged per day, above and beyond any other fees.

STRUCTURE – any construction within reason, or any production or piece of work artificially built or composed of parts joined together in some definite manner, that is built, under construction or constructed and it includes any edifice, or building of any kind.

TRAFFIC CONTROL – Any incident response where the nature of the call is strictly for traffic control assistance.

MOTOR VEHICULAR ACCIDENT (MVA) – any motor vehicle or automobile collision regardless of amount of or type of vehicles involved, where services other than "VEHICULAR EXTRICATION" is performed.

VEHICULAR EXTRICATION – any emergency extrication of person(s) with the use of specialized hydraulic, and or manual tools from wreckage entanglement as a result of an automobile collision, regardless of motor vehicle type.

VEHICLE FIRE -A working fire – upon arrival that involves any vehicle fire. (i.e. Semi-Truck and or Trailer, Transport Vehicle, Service Vehicles, commuter bus or personal vehicle, car, truck, van).

WASH DOWN – Any hazardous based spill where there is no fire and the spill is under thirty-five (35) gallons. I.e. roadway, parking lots, etc. that requires a wash down – no vehicular accident.

WILDLAND FIRE - Any fire occurring in vegetative areas regardless of ignition sources, damages or benefits. An uncontrolled fire in grassland, brush-land, or land sown to crops. For the purposes of this contract any fire within the confines of the above definitions that requires an emergency response of an entity **excluding** prescribed type Brush land clearing operation or rubbish fire(s).

WIRELINE INCIDENTS (All TYPES) – where the response is of such nature that there is a "downed-wire" or "low-hanging wire" or energized or with or without fire- and the responding Entity must standby and await the arrival of a utility company or responding Entity must remove, and or mitigate the non-emergency situation. Any situation where there is immediate danger to the public from an electrical wire, and the situation dictate immediate traffic control, or public redirection or any situation where there is no immediate danger to the public from an electrical wire, and the situation

does not dictate immediate traffic control, or public redirection. Where the entity is not required to stand-by for the service company.

3.0 ENTITY RESPONSIBILITIES

3.1 Entity hereby agrees to provide emergency fire response based services, if resources are available, to the geographically assigned Rural Response District, within the County, as may be required by the County Fire Marshal or otherwise as delineated within this contract.

3.2 Entity hereby agrees to the designation of Primary (response) within their designated Rural Response District as depicted in the attached map, as Exhibit "C". Each Entity Rural Response District may be amended from time to time during the period of this contract by annexation or de-annexation of property by any respective city(s), or by agreement of the County Fire Marshal, and Fire Chief(s) responsible for the existing Rural Response District. The Response Districts and assigned Entity will be provided to the designated 911 Coordinator and the Sheriff's Office. A map depicting the Rural Response Districts of all participating Entity(s) shall be maintained and provided upon request by the County Fire Marshal, at their designated office.

3.3 Entity hereby agrees to seek authorization from the County Fire Marshal **PRIOR** to responding to a XXX outside of the Rural Response Districts' geographical area as delineated and depicted in Exhibit "B". Unless authorized by the County Fire Marshal, Entity and/or Rural Response District shall not be reimbursed for services rendered outside their designated geographical area.

3.4 Entity hereby agrees to provide the County Fire Marshal, with any and all records, reports, and documents, to include, but not limited to, statistics, data, calls for service records, dispatch logs, and any other records or other documents necessary to support the invoice or request for reimbursement as herein provided. In the absence of the Fire Marshal, said records, reports, and documents may be provided to the County Judge or his designee. The standard reimbursement request shall be timely submitted. Unless this subsection is fully complied with, reimbursements shall not be granted.

3.5 Entity agrees that in multi-agency response calls, the communications interoperability radio channels will be used as primary communications with the designated incident commander. The Incident Commander or assigned communications officer may designate user and sub-user groups as necessary.

3.6 Entity agrees to allow the County Fire Marshal, full access to any and all operational communications frequencies / talk groups, that the Entity operates on and authorize the County Fire Marshal to use

those frequencies/talk groups during a response to a designated emergency situation that the Entity responds to. This will include assigning user-identification numbers (if available) to any County Fire Marshal communications radio.

3.7 Entity agrees to practice NIMS/ICS during any multi-agency – multi-tiered response.

3.8 Entity agrees to provide its' own insurance for equipment, vehicles, and personnel used in performing any of the services described herein. Emergency vehicles and fire-fighting equipment must be owned and/or managed by the Entity. Entity agrees to provide proof of current and adequate vehicle, equipment and workmen's compensation insurance to the County upon submission of this contract or upon request from the County Fire Marshal.

3.9 During extended operations as designated by the Incident Commander, the Entity agrees to provide adequate hydration and sustenance for its firefighters/emergency response personnel.

3.10 Entity agrees that it will not cause, create or allow any type of "roving-patrols" or "smoke-hunting / chasing" operations by full-time employees, volunteers or paid-volunteers, in an effort to seek out emergency responses. Any simple trash burning calls will be referred to the appropriate law enforcement agency, i.e.. Fire Marshal, Constable Office or Sheriff's Office, unless the Roving preventive fire patrol activity is requested and authorized by the Fire Marshal in writing during an emergency situation, burn ban period, or fireworks ban period.

COUNTY RESPONSIBILITIES

4.1 In consideration for the Entity's Rural Emergency Services, the County will reimburse the Entity in the manner provided herein.

4.2 The County shall designate a person and office that shall be known as the County Fire Marshal and County Fire Marshal's Office, who shall have the following responsibilities;

4.2.1 **ADMINISTRATION**

a. Administration of Fire Marshal's Office

b. Cause Burn Ban Signs (during designated times) to be displayed in conspicuous locations at all major roadway entrances to the County.

c. Commercial Building Inspections

d. Fire Safety Inspections

e. Adult and Child Day Care Facility Inspections

f. Health Care Facility Inspections

g. Existing and New Construction Inspections

h. Implementation and Enforcement of the most current version of the International Fire Code.

i. Issuance and Regulation of Burn Permits in Rural County areas

j. Monitor weather conditions and cause burn bans and fireworks bans to be enacted by the Commissioners Court, as appropriate.

k. Plat/Plan Reviews and approvals

l.

4.2.2 **INVESTIGATIONS**

a. Conduct Fire Investigations

b. Assist and guide other law enforcement agencies with Fire Code violations and enforcement.

c. Provide Information and Reports

d. Provide assistance to municipal departments with Fire Investigations, upon request.

e. Issue Citations, make arrests, and file criminal cases as appropriate.

4.2.3 **FIRE PREVENTION**

a. Plan, coordinate and direct activities.

b. Conduct and participate in training with all Fire Departments.

c. Acquire and maintain equipment.

d. Conduct public education.

e. Perform fire safety presentations.

4.2.4 **ADMINISTER RURAL EMERGENCY SERVICES CONTRACT**

a. Review and process all requests for reimbursements.

b. Will confer with appropriate Fire Chief on any discrepancies on requests for reimbursement.

c. Shall determine if a Rural Response District may respond to a XXX outside of the Rural Response Districts' geographical area as delineated and depicted in Exhibit "C".

4.2.5 **RESPONSE**

a. When requested, respond to a fire scene within a reasonable time to conduct an investigation into the cause of the fire.

b. Will respond to any major incidents.

c. Will integrate into the NIMS/ICS structure as appropriate

d. Will assist the Incident Commander with any duties as assigned.

e. Will provide Law Enforcement assistance/coordination as needed

5.0 LIABILITY

5.1 Entity and County agree pursuant to Section 352.004, Texas Local Government Code that the acts of any person or persons travelling to or from or in a manner as defined in Section 3, shall be deemed as the acts of agents or employees of the County in all respects, notwithstanding such person or persons may otherwise be employees or firefighters of the Entity.

5.2 The County of Hidalgo and Entity agree that they will provide general liability insurance coverage for liabilities caused by vehicles, equipment, and personnel. Entity shall be responsible for any damage to its vehicles or equipment used in performing services under this Agreement. Each party agrees that it shall provide general liability insurance coverage for the action of their respective employees and firefighters.

5.3 Nothing herein shall be construed to prevent either party from becoming self-insured. Each Entity participating and entering into this contract must provide written proof of

insurance to the County when submitting the contract for approval. Upon request by the County or it's duly authorized representative, the Entity must provide documentation of completion of any other State or Federal fire-fighting training requirements.

5.4 If either party cannot acquire the insurance required herein, this Agreement shall be void and the parties shall negotiate their respective obligations regarding emergency services response in the rural areas of Hidalgo County at the time. If at any time during the year the respective Entity loses its insurance capacity, it must immediately report this to the Fire Marshal and cease any responses to their assigned Rural Response District.

6.0 REIMBURSEMENT PLAN

6.1 County shall reimburse Entity for services provided hereunder in a lump sum with payment to be made monthly as follows:

6.1.1 Entity shall keep true and accurate records of all rural emergency services provided hereunder and shall submit, on a monthly basis (within a reasonable time), any Rural Emergency Service Incident Reports to the County Fire Marshal, reporting is a condition precedent to receiving payments from the County. The Rural Emergency Service Incident Report form(s), and supporting documents as listed in Section 3.4 shall be required as part of the monthly report. Accident Prevention Plan documentation is required from any Entity that utilized the County Worker's Compensation Policy, as described in Section 5.3.

6.1.2 County shall communicate and provide a written itemized list of emergency services not approved for reimbursement or any change in the reimbursement rate / category to the Entity with an explanation for the disapproval or change to the Fire Chief of entity for his approval or challenge within fourteen (14) working days of receipt of invoices from Entity.

6.1.3. County Fire Marshal shall accumulate records of all rural emergency service responses provided by all Entity(s) within Hidalgo County and shall calculate the amount due each Entity.

a. Any and all disputes of Entity reports shall be addressed directly to the Fire Marshal and/or the Entity in writing.

b. If a resolution of dispute for emergency response services cannot be reached, the reporting Entity may appeal to the Hidalgo County Commissioner's Court.

6.1.4. For all rural emergency calls serviced by the Entity within its emergency response district, Entity shall receive a monthly lump-sum payment for all authorized services, corresponding to that year, in accordance with the following payment schedule and categories;

(6.1.4.I.)	**CATEGORY I (CI)**	**Flat rate of $1,100.00 per incident.**
(6.1.4.II.)	**CATEGORY II (CII)**	**Flat Rate of $ 550.00 per incident**
(6.1.4.III.)	**CATEGORY III (CIII)**	**Flat Rate of $ 250.00 per incident.**

6.1.4.I. CATEGORY I. A rate of $ 1,100.00 per incident, as set forth, shall apply, during the terms of this Contract for:

.1 **FIREFIGHTING STRUCTURAL / COMMERCIAL VEHICLE** (as primary department)

.2 **HAZARDOUS MATERIALS (TECHNICIAN LEVEL)**

.3 **MASS CASUALTY**

.4 **RESCUE CALLS**

.5 **VEHICULAR EXTRICATION**

.6 **PUBLIC WORKS RESPONSE**

.7 **REGIONAL MEDICAL RESPONSE TEAM**

.8 **SECONDARY CITY/ENTITY** (in place of primary department.)

.9 **SPECIAL SITUATIONS**

.10 **GRASS / BRUSH WILDLAND FIRE**

.11 **REGIONAL RESPONSE TEAM**

6.1.4.II. CATEGORY II. A rate of $ 550.00 per incident, as set forth, shall apply, during the terms of this Contract for:

.1 **MEDICAL CALL**

.2 **MUTUAL AID**

.3 **MOTOR VEHICLE ACCIDENT (PATIENT PACKAGING, SECURE VEHICLE)**

.4 **LAW ENFORCEMENT ASSISTANCE**

.5 **RECOVERY CALL – BODY**

.6 **TRAFFIC CONTROL**

.7 **WASH DOWN**

.8 **BEE ATTACK**

.9 **PETROLEUM BASED INCIDENT STANDBY**

.10 **WIRELINE INCIDENTS (ALL TYPES)**

6.1.4. III CATEGORY III. A Rate of $ 250.00 per incident, as set forth, shall apply, during the terms of this Contract for:

.1 **LANDING ZONE**

.2 **HAZARDOUS MATERIALS (AWARENESS/OPERATIONS LEVEL)**

.3 **FALSE ALARM CALL**

.4 **GOOD INTENT CALLS**

.5 **SERVICE CALLS**

.6 **RUBBISH FIRE(S)(AUTHORIZED/UNAUTHORIZED CONTROLLED FIRE, PRESCRIBED BURN)**

.7 **PALM TREE FIRE (NON-MOVING VEGITATION)**

7.0. ASSIGNMENT

In the event a Rural Fire District(s) is created for the rural, non-incorporated areas of Hidalgo County, this contract may be assigned by County to such District, and Entity shall look solely to the District(s) to perform and assume all Obligations and Responsibilities of County.

8.0. AUDIT

Any and all requests from Entity for reimbursement from County or any past reimbursements made under this contract or its predecessors shall be subject to audit by the County Auditor's Office, and/or the Fire Marshal. Should an audit procedure be invoked, Entity agrees to provide any and all records, photographs, videos, or other documents, pertaining to any request or claim for reimbursement made or paid hereunder that are requested by the Auditor or Fire Marshal. Should the County Auditor determine that any payments made were not properly claimed under the terms of this contract, Entity agrees to remit the amount of payments so found by the County Auditor to the County within ten (10) working days, following the date of receipt of Entity of County Auditors written determination of same.

9.0. MISCELLANEOUS

9.1 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 the 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.

9.2 NO WAIVER. No waiver by any party hereto of any breach of any provision of this Agreement shall be deemed to be a waiver of any preceding or succeeding breach of the same or any other provision hereof.**9.3 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 indirectly 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. This Agreement supersedes any and all agreements by and between the parties hereto. All previous agreements concerning the subject matter hereof between the parties are terminated as of the date of this Agreement.

9.4 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.

9.5 NOTICE. Except as may be otherwise specifically provided in this Agreement, all notices, demands, request for 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 pre-paid and addressed to the parties at the addresses set forth below, or at such other addresses as may have been therefore specified by written notice delivered in accordance herewith:

If to Entity _____

_____

_____, Texas _____

If to County: County of Hidalgo
Ramon Garcia, County Judge
100 E. Cano St. 2nd Floor, Edinburg, Texas 78539 or
P.O. Box 1356, Edinburg, Texas 78540

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 of 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.

9.6 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.

9.7 SUCCESSORS. This agreement shall be binding upon and insure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors, and assigns where permitted by this Agreement.

9.8 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.

9.9 GENDER and NUMBER. All pronouns used in this Agreement shall include the other gender, whether used in the masculine, feminine, or neutral gender, and the singular shall include the plural whenever and as often as may be appropriate.

9.10 AUTHORITY TO EXECUTE. The execution and performance of this Agreement by each of the parties hereto has been duly authorized by all necessary laws, resolutions, ordinances, or governing body action, and the Agreement constitutes, the valid and enforceable obligations of the parties hereto in accordance with its terms.

9.11 PERFORMANCE of GOVERNMENT FUNCTIONS. Each party hereto is entering into this Agreement for the purpose of providing for governmental services or functions, and will pay for such services out of current revenues available to the paying party as herein provided.

9.12 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.

9.13 COMMITMENT of CURRENT REVENUES. In the event that, during any term hereof, the Commissioners Court does not appropriate sufficient funds to meet the obligations of County under this Agreement, County may terminate this Agreement upon ninety (90) days written notice to Company. County agrees, however, to use reasonable efforts to secure funds necessary for the continued performance of this Agreement. The parties intend this provision to be a continuing right to terminate this Agreement at the expiration of each budget period of County pursuant to the provisions of Tex. Loc. Govt. Code Ann. ' 271.903 (Vernon Supp. 1996).

9.14 MUTUAL INDEMNIFICATION. Without waiving its sovereign immunity, and to the extent provided by law, each party shall indemnify and hold harmless each other, its officers, officials, and employees from and against all claims and liabilities of any nature or kind, including costs and expenses for or on account of any claims, damages, losses, or expenses of any character whatsoever resulting in whole or in part from the negligent performance or omission of either party's employees or representatives connected with the activities described herein.

WITNESS THE HANDS OF THE PARTIES

(In duplicate originals effective on the day both parties' signatures are executed.

CITY OF ALTON

_____ _____

By: **Date**

ATTEST:

_____

City Secretary

COUNTY OF HIDALGO

_____ _____

Ramon Garcia, County Judge **Date**

ATTEST:

_____

Arturo Guajardo, Jr., County Clerk

Approved as to Form:

Office of Criminal District Attorney's Office
Ricardo Rodriguez, Jr.

By: _____
Victor M. Garza, Assistant District Attorney

EXHIBIT "A"

Rural Emergency Service Incident Report

(FORM MUST BE COMPLETED IN INK OR TYPED ON ALL INCIDENTS FOR REIMBURSEMENT) (Exhibit A)

DEPARTMENT: _____ COUNTY INCIDENT: _____

DATE :_____ ALARM TIME :_____ ARRIVAL TIME: _____ DEPART TIME: _____

SITUATION REPORTED:_____ SITUATION FOUND:_____

MUTUAL AID: _____ GIVEN: _____ RECEIVED: _____ DEPARTMENT: _____

_____ NON-APPLICABLE DEPARTMENT: _____

CALLER NAME: _____ REQUESTING PERSON: _____

CALLER NAME: _____

CALLER ADDRESS: _____ OTHER: _____ PHONE: _____

CALLER PHONE: _____ WALK-IN: _____

INCIDENT LOCATION: _____

OCCUPANT NAME: _____ OWNER NAME: _____

OWNER ADDRESS: _____

OWNER PHONE #: _____ OCCUPANT PHONE #: _____

INCIDENT CAUSE: _____

TYPE OF ACTION TAKEN: _____

UNITS RESPONDING: _____ UNITS COMMITTED: _____

OF PERSONNEL:_____ MILEAGE (ROUND TRIP):_____ ADVISED COUNTY FIRE MARSHAL: YES _____ NO: _____

COMMENTS:

_____

_____

_____

INCIDENT COMMANDER: _____ REPORT PREPARED BY: _____

ESTIMATED $ LOSS: _____ ATTEST: _____
FIRE CHIEF

REIMBURSEMENT REQUESTED: _____$250.00 _____$550.00 _____$1,100.00

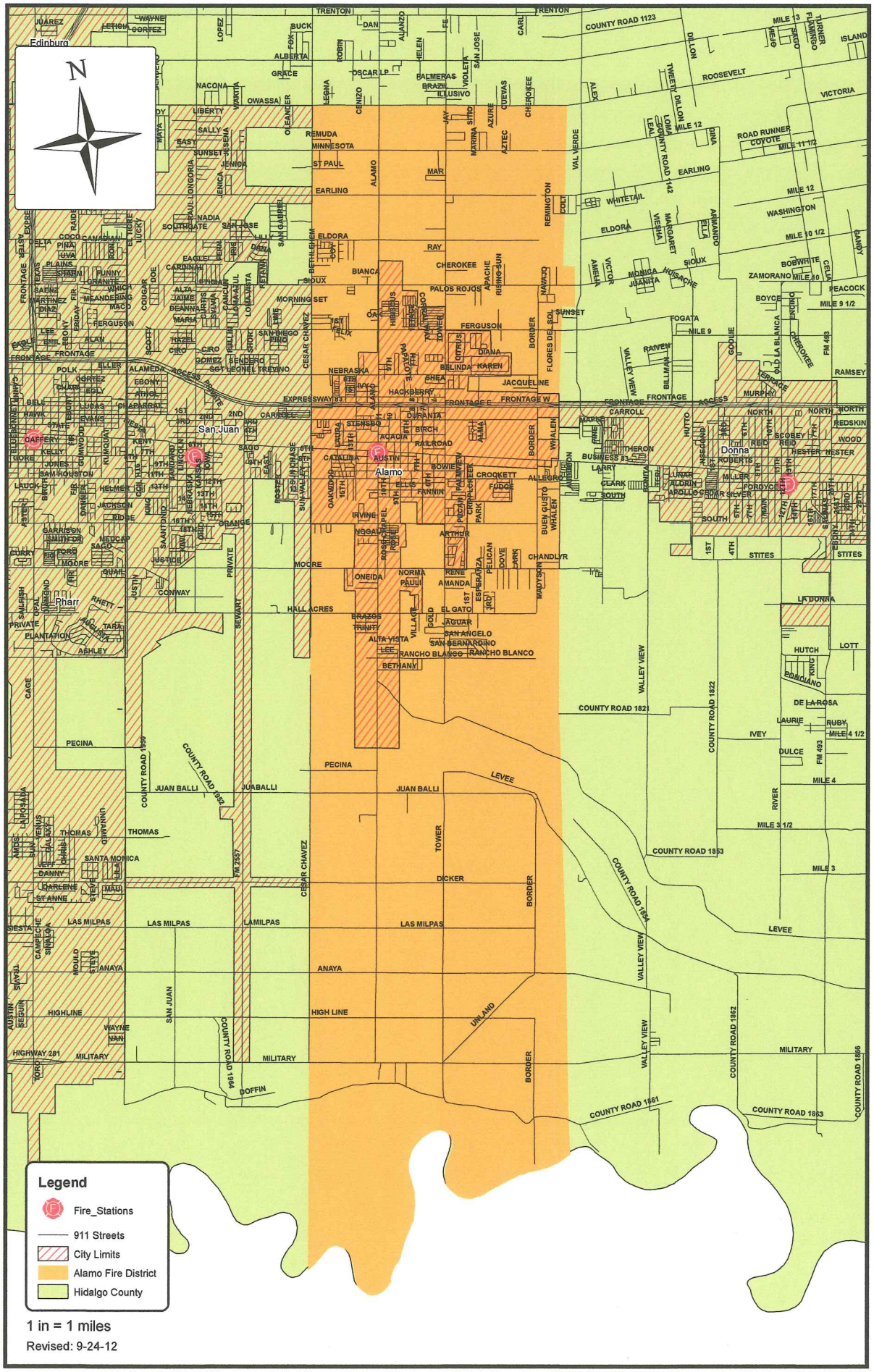
HCFMO Approval Amount: _____$250.00 _____$550.00 _____$1,100.00

EXHIBIT "B"

PAY OUT PLAN:			
	2016	**2017**	**2018**
CATEGORY I	$ 1,100	$ 1,250	$ 1,375
CATEGORY II	$ 550	$ 600	$ 665
CATEGORY II	$ 250	$ 275	$ 300

EXHIBIT "C"

Alamo Fire District



Zimbra **glinda.pacheco@co.hidalgo.tx.us**

RE: Interlocal Rural Contract

From : Victor M. Garza <victor.garza@da.co.hidalgo.tx.us> Wed, Nov 25, 2015 09:13 AM

Subject : RE: Interlocal Rural Contract

To : 'Glinda Pacheco' <glinda.pacheco@co.hidalgo.tx.us>

Cc : 'Juan Martinez' <juan.martinez@co.hidalgo.tx.us>, 'Rey Salazar' <rey.salazar@co.hidalgo.tx.us>

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

Ms. Pacheco,

Our office reviewed the rural interlocal agreement for the City of Alton. Please remove section 9.15; it is duplicative (see section 9.6). Subject to the recommended change, our office approves as to the form of the agreement.

Thank you for your time and consideration, please let me know if you have any other questions.

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

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

From: Glinda Pacheco [mailto:glinda.pacheco@co.hidalgo.tx.us]
Sent: Tuesday, November 24, 2015 5:04 PM
To: victor garza
Cc: Rey Salazar; Juan Martinez
Subject: Interlocal Rural Contract

Good afternoon,

Can you please review the final draft and approve as to form.

(Please note: The contracts for the 19 cities will be duplicated the same as the one attached, with the exception of the City name at the top and the District map, I will adjust accordingly.)

Thank you,

Glinda Pacheco
Planning Analyst I
County of Hidalgo Texas
Department of Budget & Management
2818 S. Bus. Hwy 281
Edinburg ,TX 78539
Phone: 956-292-7025 Ext: 5411
Fax: 956-292-7035
glinda.pacheco@co.hidalgo.tx.us

AI-52388 **Urban County** **14. A.**

CC - REGULAR

Meeting Date: 12/01/2015

Submitted For: Olga Lerma, URBAN COUNTY **Submitted By:** Olga Lerma, URBAN COUNTY

Department: URBAN COUNTY

Information

CAPTION

Urban County Program on behalf of the City of Progreso is requesting consideration and action to award and enter into a construction contract with GNH Company, LLC for a Street Improvements project in the amount of $505,173.50. Utilizing UCP – City of Progreso Street Improvement funds FYs' 26, 27 & 28 (2013, 2014 & 2015).

BACKGROUND

Fulcrum Consulting Services prepared the specification packages and bids were received and opened at the Hidalgo County – Purchasing Department on November 4, 2015 for the City of Progreso Street Improvements project. After review, the project engineer recommended GNH Company, LLC as the lowest of six (6) qualified bidders. (See attached recommendation letter from project engineer, copy of bid tabulation sheet and certificate of insurance.)

Contractor: GNH Company, LLC
Contract Amount: **$505,173.50**
Funds Available: $ 50,258.18 FY 26 (2013) Street Improvements
$273,322.00 FY 27 (2014) Street Improvements
$225,220.60 FY 27 (2015) Street Improvements
Total: **$548,800.78**

Fiscal Impact

Attachments

Contract & Insurance City of Progreso Street Improvements

Form Review

Inbox	Reviewed By	Date

Budget & Management	Veronica Ortiz	11/24/2015 04:19 PM
Purchasing Department	Monica Badillo	11/25/2015 03:08 PM

Form Started By: Olga Lerma Started On: 11/23/2015 02:31 PM

Final Approval Date: 11/25/2015

FULCRUM
CONSULTING SERVICES

PLANNERS * ENGINEERS * ARCHITECTS

Mr. Arturo Aleman, Mayor
City of Progreso
300 N. FM 1015
Progreso, Texas 78579

RE: City of Progreso
Street Improvement Project
GNH Company, LLC. – Letter of Recommendations

Dear Mayor Aleman:

On Wednesday, November 4, 2015 bids were received and opened for the City of Progreso, Street Improvement Project Hidalgo Urban County Project No. 5013/14/15-65-0311-5000-6500-UCP-ML. A total of six (6) bids were received as shown in the attached bid tabulation.

The bid page submitted by low bidder GNH Company, LLC reflected a total base bid of $374,328.50 and an alternate bid of $130,845.00 for a total bid of $505,173.50. All figures have been verified for correctness and are without any mathematical errors, as such, the bid is accepted as is. Our engineering firm has completed the necessary investigations concerning the contractor providing the lowest responsible bid for the above reference project.

Mr. Robert Vera Jr., Project Manager for GNH Company, LLC has completed other Hidalgo Urban County Projects similar in scope and has the necessary work experience and equipment resources to complete the proposed project. Based on the research conducted, our office recommends the contract for the City of Progreso Street Improvement Project totaling $505,173.50 be awarded to GNH Company, LLC subject to the availability of funding needed for the project.

Please call me, if you should have any questions or concerns regarding this matter. Thank you.

Sincerely,
Fulcrum Consulting Services

P.E.

Daniel Campos, P.E.
Senior Project Engineer

XC: Mrs. Monica Leal – UCP Project Coordinator

Office: (956) 797-3411 P.O. Box 530540 Harlingen, Texas 78553 Fax: (956) 797-3400

HIDALGO COUNTY PURCHASING DEPARTMENT
BID TABULATION SHEET

DEPARTMENT NAME: HIDALGO COUNTY – URBAN COUNTY PROGRAM

BID OPENING DATE: November 4, 2015 | **BID OPENING TIME: 9:30 A.M.**

DESCRIPTION OF BID: City of Progreso - Street Improvements Project

BID NO: 5013/14/15-65-0311-5000-6500-UCP-ML
Addendum 1 Required

PROCURMENT SPECIALIST:

BID # RFB#	NAME OF COMPANY	Acknowledgement of Addendums 1	BASE BID	ALTERNATE #1	BID BOND OR CHECK INCLUDED
#1	2GS, LLC	Acknowledged	$384,673.75	$130,845.00	Included
#2	G & T Paving, LLC	Acknowledged	$500,273.75	$142,740.00	Included
#3	GNH Company, LLC	Acknowledged	$374,328.50	$130,845.00	Included
#4	ICE (International Consulting Engineers)	Acknowledged	$388,777.50	$202,215.00	Included
#5	RDH Site & Concrete, LL	Acknowledged	$449,305.00	$120,972.15	Included
#6	Jimmy Closner & Sons Const. Co., Inc.	Acknowledged	$473,749.50	$139,171.50	Included
#7					
#8					

***TYPED AS READ AT BID OPENING, AMOUNTS NOT VERIFIED/CALCULATED**

CONSTRUCTION CONTRACT

This Agreement entered into this **1st day of December 2015** by and between Hidalgo County acting by and through Hidalgo County Urban County Program, hereinafter called the "OWNER", acting herein through its County Judge and **GNH Company, LLC (a limited liability company)** (a partnership) (an individual) of **Alamo** State of Texas, hereinafter called "CONTRACTOR".

WITNESSETH

That for and in consideration of the payments and agreements hereinafter mentioned, to be made and performed by the OWNER, the CONTRACTOR hereby agrees with the OWNER to commence and complete the construction described as follows:

PROJECT NAME:	City of Progreso – Street Improvements Project
PROJECT No.:	5013/14/15-65-0311-5000-6500-UCP-ML
PROJECT DESCRIPTION:	Street & Drainage Improvements to Baker Drive & Miracle Rd.

hereinafter called the project, for the sum of **($505,173.50.00) Five hundred and five thousand one hundred seventy three dollars and fifty cents** and all extra work in connection therewith, under the terms as stated in the General and Special Conditions of the Contract; and at his (its or their) own proper cost and expense to furnish all the materials, supplies, machinery, equipment, tools, superintendence, labor, insurance, and other accessories and services necessary to complete the said project in accordance with the conditions and prices stated in the Proposal, the General Conditions, Supplemental General Conditions and Special Conditions of the contract, the plans, which include all maps, plats, blue prints, and other drawings and printed or written explanatory matter thereof, the specifications and contract documents therefore as prepared by **Fulcrum Consulting Services** and as enumerated in Paragraph 1 of the Supplemental General Conditions, all of which are made a part hereof and collectively evidence and constitute the contract.

The CONTRACTOR hereby agrees to commence work under this contract on or after a date to be specified in a written "Notice to Proceed" of the OWNER and to fully complete the project within **120** consecutive calendar days thereafter. The CONTRACTOR further agrees to pay, as liquidated damages, the sum of **($500.00) Five hundred dollars and zero cents** for each consecutive calendar day thereafter as hereinafter provided in Paragraph 19 of the General Conditions.

The OWNER agrees to pay the CONTRACTOR in current funds for the performance of the contract, subject to additions and deductions, as provided in the General Conditions of the contract, and to make payments on account thereof as provided in Paragraph 25, "Payments to Contractor", of the General Conditions.

IN WITNESS WHEREOF, the parties to these presents have executed this contract in four (4) counterparts, each of which shall be deemed an original, in year and day first above mentioned.

Javier Hernandez, Owner

Name of Firm: GNH Company, LLC

Address: PO Box 752
Alamo, Texas 78516

Federal I.D./S.S.: 45-5181253

STATE OF TEXAS

COUNTY OF HIDALGO

This instrument was acknowledged before me on this the ____ day of _____, 2015,

by _____, _____ of and on behalf of GNH Company, LLC.
(name) (title) (a limited liability company) (a partnership) (an individual)

Notary Public - Signature

WITNESS:

URBAN COUNTY PROGRAM

Diana R. Serna
Urban County Director

APPROVED AS TO FORM
Atlas, Hall & Rodriguez
By: Stephen L. Crain
Date: July 12, 2012

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 11/12/2015

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: Carlos Talavera
Arguello Insurance Group 2115 W Trenton Rd Edinburg TX 78539	PHONE (A/C, No, Ext): 210-764-4545 FAX (A/C, No): 956-517-2426 E-MAIL ADDRESS: clalavera@aigroups.com

INSURED	INSURER(S) AFFORDING COVERAGE	NAIC #
GNH COMPANY LLC 403 Rio Grande Cir Alamo TX 78516	INSURER A :	
	INSURER B : MESA UW SPECIALTY INSURANCE COMPANY	
	INSURER C :	
	INSURER D : PROGRESSIVE COUNTY INS CO	29203
	INSURER E :	
	INSURER F : THE HARTFORD FINANCIAL INS GP	19682

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
B	GENERAL LIABILITY [X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [ ] PRO-JECT [ ] LOC	Y		MP0042008000605	12/12/14	12/12/15	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 $ 1,000,000 $ 2,000,000
D	AUTOMOBILE LIABILITY [X] ANY AUTO ALL OWNED AUTOS [X] SCHEDULED AUTOS HIRED AUTOS [ ] NON-OWNED AUTOS			03383527-0	11/25/14	11/25/15	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) PIP	$ 1,000,000 $ $ $ $
E	[ ] UMBRELLA LIAB [ ] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $						EACH OCCURRENCE AGGREGATE	$ $ $
F	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N [N] (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		61WB 5573OT	12/11/14	12/11/15	WC STATU-TORY LIMITS [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ $

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

CONTRACTORS / CARPENTRY / PAINTING / DRIVEWAY, PARKING AREA OR SIDEWALK / SIGN PAINTING OR LETTERING
Vehicles:
2002 Dodge Ram 1500 VIN 3D7HU18Z22G186628
2000 Ford Excursion VIN 1FMSU43F7YEB16813

CANCELLATION

Certificate Holder

Hidalgo County
Urban County Program
427 E Duranta Ave STE 107
Alamo, TX 78516

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

Gabriel Arguello

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Texas Insurance Identification Card

KEMPER SPECIALTY

Name and Address of Policyholder GNH COMPANY LLC P.O. Box 752 Alamo, TX 78516	**Insurance Company** Unitrin County Mutual Insurance Company PO BOX 223687 Dallas, TX 75222-3687 **For Claims, contact us at** 800-234-3606
Agent JOE CAMPOS INS AGENCY 928 W NOLANA LOOP PHARR, TX 78577 (956) 787-8619	**Insured Vehicle(s)** **Year/Make/Model/VIN** 2002 DODG RAM 3D7HU18Z22G186628
Binder Number 3931212	
Policy Effective Date 11/25/2015	
Policy Expiration Date 11/25/2016	

EXAMINE POLICY EXCLUSIONS CAREFULLY. THIS FORM DOES NOT CONSTITUTE ANY PART OF YOUR INSURANCE POLICY.

THIS IS A TEMPORARY CARD AND IS ONLY VALID FOR 30 DAYS FROM THE DATE ISSUED

IN CASE OF AN ACCIDENT:

1. Get the name, address and telephone number of other drivers and occupants.
2. Get the license number of the other car(s) involved and the owners(s) name, address and telephone number.
3. Get the names, addresses and telephone number of witnesses.
4. Please do not make any statement about the accident to anyone except the police or our identified representative.
5. Report the accident immediately to the claims office listed above.

TX-800 (04/12)

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Re: Certificate Of Liability Insurance

From : Monica Leal <monica.leal@co.hidalgo.tx.us> Tue, Nov 17, 2015 09:34 AM
Subject : Re: Certificate Of Liability Insurance
To : Javier Hernandez <jhernandez@gnhcompany.com>

Mr. Hernandez,

Your automobile liability insurance expires on the 25th of this month. Please note that it is imperative that I receive the updated Automobile Liability insurance by the 25th, in order to update it with CCC.

Respectfully,

Monica Leal

From: "Javier Hernandez" <jhernandez@gnhcompany.com>
To: "monica leal" <monica.leal@co.hidalgo.tx.us>
Sent: Thursday, November 12, 2015 2:38:04 PM
Subject: Certificate Of Liability Insurance

AI-52426 **Urban County** **14. B.**

CC - REGULAR

Meeting Date: 12/01/2015

Submitted For: Olga Lerma, URBAN COUNTY **Submitted By:** Olga Lerma, URBAN COUNTY

Department: URBAN COUNTY

Information

CAPTION

1. Requesting exemption from competitive bidding requirements under the Texas Local Government Code 262.024 (a)(4) for construction material testing services.

2. Presentation of the scoring grid for the purpose of ranking by Commissioner's Court of at least three (3) construction material testing firms from the county's approved "pool" as graded and evaluated by the City of Progreso, Urban County Program, and Hidalgo County Purchasing Department, in connection with and funded through Hidalgo County Urban County Program Years 26, 27 & 28 (2013, 2014 & 2015) City of Progreso – Street Improvements funds.

Professional Service Firm	Grade	Ranked
Raba Kistner Consultants	94%	
Terracon	88.33%	
Millennium Engineers Group	87.33%	

3. Authority to negotiate a construction material testing service contract with the highest ranked firm _____ for a Urban County Program Years 26, 27 & 28 (2013, 2014 & 2015) City of Progreso – Street Improvements project.

BACKGROUND

Testing will be conducted on streets identified in Years 26, 27 & 28 (2013, 2014 & 2015) workplans.

Funds Available: $225,220.60 YR 28 (2015) Street Improvements

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Fiscal Impact

Attachments

Scoring Ranking Grid City of Progreso Engineers

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	11/24/2015 04:19 PM
Purchasing Department	Monica Badillo	11/25/2015 03:08 PM
Form Started By: Olga Lerma		Started On: 11/24/2015 02:52 PM
Final Approval Date: 11/25/2015		

City of Progreso
Street Improvements Project
Construction Material Testing Services
Years 28 (2015)
Grading-Ranking Grid

Criteria	RABA Kistner			TERRACON			MEG Engineers		
	Grader 1	Grader 2	Grader 3	Grader 1	Grader 2	Grader 3	Grader 1	Grader 2	Grader 3
Staffing of Project Team	25	25	22	25	25	20	25	25	22
Experience of Project Team/Ability to Commit Resources	20	20	16	20	20	14	20	20	17
Methodology/Experience/Availability of Project manager	20	20	17	20	20	16	20	20	18
Understanding of Project/Similar Projects	25	24	20	25	23	21	10	22	21
Familiarity with Applicable Rules & Regulations	10	10	8	5	3	8	10	3	9
TOTALS	100	99	83	95	91	79	85	90	87
AVERAGES	282÷3=94%			265÷3=88.33%			262÷3=87.33%		
RATING	1			2			3		

EXHIBIT "B"

Evaluation Form

Hidalgo County

(Including all funding sources, programs, and entities)

"Professional Engineering Services- Construction Materials & Geo Technical Testing Pool"

RFQ NO: 2015-007-02-04-SMA

SELECTION CRITERIA	POINTS	SCORE
1) STAFFING OF PROJECT TEAM -- (25 points maximum)		
• Provide information on their proposed professional team members	10	10
• Experience in performing various types of contracts for counties, cities or other clients as stated	10	10
• A list of various projects for comparative purposes	5	5
Comments/Rationale for points:	TOTAL	25
All requirements submitted		
2) EXPERIENCE OF PROJECT TEAM/ABILITY TO COMMIT RESOURCES (20 points maximum)		
• Designate experienced engineering staff to efficiently perform the work.	10	10
• Identify the project team composition, project leadership, reporting responsibilities etc.	10	10
Comments/Rationale for points:	TOTAL	20
All requirements submitted		
3) METHODOLOGY (20 points maximum)		
• Knowledge, experience, and the equipment to provide the anticipated services	10	10
• Management Plan for the anticipated services that will be highly responsive to the needs and interests of the County	10	10
Comments/Rationale for points:	TOTAL	20
All requirements submitted		
4) UNDERSTANDING OF PROJECT/SIMILAR PROJECTS (25) points maximum)		
• Demonstrate an understanding of the scope of services	10	10
• 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	5
• RFQ responsiveness. Response is clear, well organized, easy to evaluate and appropriate to this RFQ	5	5
Comments/Rationale for points:	TOTAL	25
All requirements submitted		
5) FAMILIARITY WITH APPLICABLE RULES and REGULATIONS (10 points maximum)		
• Indicate passed experience of the proposed Firm knowledge of governmental regulations, appropriate codes, guidelines, professional standards and policies	5	5
• Must contain a narrative that outlines applicable regulations, guidelines, standard and polices	5	5
Comments/Rationale for points:	TOTAL	10
All requirements submitted.		
	TOTAL SCORE:	100

Project No.: 5013/14/15-65-0311-5000-6500-UCP-ML

Project Name:: Street Improvements Project

Department:: City of Progreso

Firm/Participant Name: Raba Kistner Consultants

Evaluator: Raul Garcia Date: 11/10/15

EXHIBIT "B"

Evaluation Form

Hidalgo County

(Including all funding sources, programs, and entities)

"Professional Engineering Services- Construction Materials & Geo Technical Testing Pool"

RFQ NO: 2015-007-02-04-SMA

SELECTION CRITERIA	POINTS	SCORE
1) STAFFING OF PROJECT TEAM -- (25 points maximum)		
• Provide information on their proposed professional team members	10	10
• Experience in performing various types of contracts for counties, cities or other clients as stated	10	10
• A list of various projects for comparative purposes	5	5
Comments/Rationale for points: Meets all criteria	TOTAL	25
2) EXPERIENCE OF PROJECT TEAM/ABILITY TO COMMIT RESOURCES (20 points maximum)		
• Designate experienced engineering staff to efficiently perform the work.	10	10
• Identify the project team composition, project leadership, reporting responsibilities etc.	10	10
Comments/Rationale for points: Meets all criteria	TOTAL	20
3) METHODOLOGY (20 points maximum)		
• Knowledge, experience, and the equipment to provide the anticipated services	10	10
• Management Plan for the anticipated services that will be highly responsive to the needs and interests of the County	10	10
Comments/Rationale for points: Meets all criteria	TOTAL	20
4) UNDERSTANDING OF PROJECT/SIMILAR PROJECTS (25) points maximum)		
• Demonstrate an understanding of the scope of services	10	10
• 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	5
• RFQ responsiveness. Response is clear, well organized, easy to evaluate and appropriate to this RFQ	5	4
Comments/Rationale for points: Meets most criteria	TOTAL	24
5) FAMILIARITY WITH APPLICABLE RULES and REGULATIONS (10 points maximum)		
• Indicate passed experience of the proposed Firm knowledge of governmental regulations, appropriate codes, guidelines, professional standards and policies	5	5
• Must contain a narrative that outlines applicable regulations, guidelines, standard and polices	5	5
Comments/Rationale for points: Meets all criteria	TOTAL	10
	TOTAL SCORE:	99

Project No.: 5013/14/15-65-0311-5000-6500-UCP-ML

Project Name:: Street Improvements Project

Department:: Urban County Program

Firm/Participant:Name: Raba Kistner

Evaluator: Antonio Danco Date: 11-23-15

EXHIBIT "B"

Evaluation Form

Hidalgo County

(Including all funding sources, programs, and entities)

"Professional Engineering Services- Construction Materials & Geo Technical Testing Pool"

RFQ NO: 2015-007-02-04-SMA

SELECTION CRITERIA	POINTS	SCORE
1) STAFFING OF PROJECT TEAM -- (25 points maximum)		
• Provide information on their proposed professional team members	10	9
• Experience in performing various types of contracts for counties, cities or other clients as stated	10	9
• A list of various projects for comparative purposes	5	4
Comments/Rationale for points:	TOTAL	22
2) EXPERIENCE OF PROJECT TEAM/ABILITY TO COMMIT RESOURCES (20 points maximum)		
• Designate experienced engineering staff to efficiently perform the work.	10	8
• Identify the project team composition, project leadership, reporting responsibilities etc.	10	8
Comments/Rationale for points:	TOTAL	16
3) METHODOLOGY (20 points maximum)		
• Knowledge, experience, and the equipment to provide the anticipated services	10	9
• Management Plan for the anticipated services that will be highly responsive to the needs and interests of the County	10	8
Comments/Rationale for points:	TOTAL	17
4) UNDERSTANDING OF PROJECT/SIMILAR PROJECTS (25) points maximum)		
• Demonstrate an understanding of the scope of services	10	9
• Address appropriate Federal/State/Local regulations and policies. Knowledge and experience of working with multiple entities, counties, cities, etc.	5	4
• Identify information to be gathered or obtained/proposed approach to complete the scope	5	3
• RFQ responsiveness. Response is clear, well organized, easy to evaluate and appropriate to this RFQ	5	4
Comments/Rationale for points:	TOTAL	20
5) FAMILIARITY WITH APPLICABLE RULES and REGULATIONS (10 points maximum)		
• Indicate passed experience of the proposed Firm knowledge of governmental regulations, appropriate codes, guidelines, professional standards and policies	5	5
• Must contain a narrative that outlines applicable regulations, guidelines, standard and polices	5	3
Comments/Rationale for points:	TOTAL	8
	TOTAL SCORE:	83

Project No.: 5013/14/15-65-0311-5000-6500-UCP-MC

Project Name:: 2013/14/15 - STREET IMPROVEMENTS-PROGRESO

Department:: URBAN COUNTY

Firm/Participant:Name: RABA KISTNER

Evaluator: _____ Date: 11-12-15

EXHIBIT "B"

Evaluation Form

Hidalgo County

(Including all funding sources, programs, and entities)

"Professional Engineering Services- Construction Materials & Geo Technical Testing Pool"

RFQ NO: 2015-007-02-04-SMA

SELECTION CRITERIA	POINTS	SCORE
1) STAFFING OF PROJECT TEAM -- (25 points maximum)		
• Provide information on their proposed professional team members	10	10
• Experience in performing various types of contracts for counties, cities or other clients as stated	10	10
• A list of various projects for comparative purposes	5	5
Comments/Rationale for points:	TOTAL	25
All requirements submitted		
2) EXPERIENCE OF PROJECT TEAM/ABILITY TO COMMIT RESOURCES (20 points maximum)		
• Designate experienced engineering staff to efficiently perform the work.	10	10
• Identify the project team composition, project leadership, reporting responsibilities etc.	10	10
Comments/Rationale for points:	TOTAL	20
All requirements submitted		
3) METHODOLOGY (20 points maximum)		
• Knowledge, experience, and the equipment to provide the anticipated services	10	10
• Management Plan for the anticipated services that will be highly responsive to the needs and interests of the County	10	10
Comments/Rationale for points:	TOTAL	20
All requirements submitted		
4) UNDERSTANDING OF PROJECT/SIMILAR PROJECTS (25) points maximum)		
• Demonstrate an understanding of the scope of services	10	10
• 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	5
• RFQ responsiveness. Response is clear, well organized, easy to evaluate and appropriate to this RFQ	5	5
Comments/Rationale for points:	TOTAL	25
All requirements submitted		
5) FAMILIARITY WITH APPLICABLE RULES and REGULATIONS (10 points maximum)		
• Indicate passed experience of the proposed Firm knowledge of governmental regulations, appropriate codes, guidelines, professional standards and policies	5	0
• Must contain a narrative that outlines applicable regulations, guidelines, standard and polices	5	5
Comments/Rationale for points:	TOTAL	5
Did not provide/require experience of governmental regulations, appropriate codes, guidelines, professional standards and policies.	TOTAL SCORE:	95

Project No.: 5013/14/15-65-0311-5000-6500-UCP-ML

Project Name:: Street Improvements Project

Department:: City of Progreso

Firm/Participant:Name: Terracon

Evaluator: _____ Date: 11/10/15

EXHIBIT "B"

Evaluation Form

Hidalgo County

(Including all funding sources, programs, and entities)

"Professional Engineering Services- Construction Materials & Geo Technical Testing Pool"

RFQ NO: 2015-007-02-04-SMA

SELECTION CRITERIA	POINTS	SCORE
1) STAFFING OF PROJECT TEAM -- (25 points maximum)		
• Provide information on their proposed professional team members	10	10
• Experience in performing various types of contracts for counties, cities or other clients as stated	10	10
• A list of various projects for comparative purposes	5	5
Comments/Rationale for points: Meet all criteria	TOTAL	25
2) EXPERIENCE OF PROJECT TEAM/ABILITY TO COMMIT RESOURCES (20 points maximum)		
• Designate experienced engineering staff to efficiently perform the work.	10	10
• Identify the project team composition, project leadership, reporting responsibilities etc.	10	10
Comments/Rationale for points: Meets all criteria	TOTAL	20
3) METHODOLOGY (20 points maximum)		
• Knowledge, experience, and the equipment to provide the anticipated services	10	10
• Management Plan for the anticipated services that will be highly responsive to the needs and interests of the County	10	10
Comments/Rationale for points: Meets all criteria	TOTAL	20
4) UNDERSTANDING OF PROJECT/SIMILAR PROJECTS (25) points maximum)		
• Demonstrate an understanding of the scope of services	10	10
• Address appropriate Federal/State/Local regulations and policies. Knowledge and experience of working with multiple entities, counties, cities, etc.	5	3
• Identify information to be gathered or obtained/proposed approach to complete the scope	5	5
• RFQ responsiveness. Response is clear, well organized, easy to evaluate and appropriate to this RFQ	5	5
Comments/Rationale for points: Meets most criteria, but must address Applicable rules, Regulations as they pertain to local/State or Federal Projects	TOTAL	23
5) FAMILIARITY WITH APPLICABLE RULES and REGULATIONS (10 points maximum)		
• Indicate passed experience of the proposed Firm knowledge of governmental regulations, appropriate codes, guidelines, professional standards and policies	5	3
• Must contain a narrative that outlines applicable regulations, guidelines, standard and polices	5	0
Comments/Rationale for points: Must address Applicable rules and Regulations and did not include a narrative of Applicable rules and regulations.	TOTAL	3
	TOTAL SCORE:	91

Project No.: 5013/14/15-65-0311-5000-6500-UCP-ML

Project Name:: Street Improvements Project

Department:: Urban County Program

Firm/Participant:Name: Terracon

Evaluator: Antonio Darco Date: 11-23-15

EXHIBIT "B"

Evaluation Form

Hidalgo County

(Including all funding sources, programs, and entities)

"Professional Engineering Services- Construction Materials & Geo Technical Testing Pool"

RFQ NO: 2015-007-02-04-SMA

SELECTION CRITERIA	POINTS	SCORE
1) STAFFING OF PROJECT TEAM -- (25 points maximum)		
• Provide information on their proposed professional team members	10	9
• Experience in performing various types of contracts for counties, cities or other clients as stated	10	8
• A list of various projects for comparative purposes	5	3
Comments/Rationale for points:	TOTAL	20
2) EXPERIENCE OF PROJECT TEAM/ABILITY TO COMMIT RESOURCES (20 points maximum)		
• Designate experienced engineering staff to efficiently perform the work.	10	7
• Identify the project team composition, project leadership, reporting responsibilities etc.	10	7
Comments/Rationale for points:	TOTAL	14
3) METHODOLOGY (20 points maximum)		
• Knowledge, experience, and the equipment to provide the anticipated services	10	8
• Management Plan for the anticipated services that will be highly responsive to the needs and interests of the County	10	8
Comments/Rationale for points:	TOTAL	16
4) UNDERSTANDING OF PROJECT/SIMILAR PROJECTS (25) points maximum)		
• Demonstrate an understanding of the scope of services	10	9
• Address appropriate Federal/State/Local regulations and policies. Knowledge and experience of working with multiple entities, counties, cities, etc.	5	4
• 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	4
Comments/Rationale for points:	TOTAL	21
5) FAMILIARITY WITH APPLICABLE RULES and REGULATIONS (10 points maximum)		
• Indicate passed experience of the proposed Firm knowledge of governmental regulations, appropriate codes, guidelines, professional standards and policies	5	5
• Must contain a narrative that outlines applicable regulations, guidelines, standard and polices	5	3
Comments/Rationale for points:	TOTAL	8
	TOTAL SCORE:	79

Project No.: 5013/14/05-0311-5000-6500-UCP-ML

Project Name:: 2013/14/15 STREET IMPROVEMENTS- PROGRESO

Department:: URBAN COUNTY

Firm/Participant:Name: TERRACON

Evaluator: _____ Date: 11-12-15

EXHIBIT "B"

Evaluation Form

Hidalgo County

(Including all funding sources, programs, and entities)

"Professional Engineering Services- Construction Materials & Geo Technical Testing Pool"

RFQ NO: 2015-007-02-04-SMA

SELECTION CRITERIA	POINTS	SCORE
1) STAFFING OF PROJECT TEAM -- (25 points maximum)		
• Provide information on their proposed professional team members	10	10
• Experience in performing various types of contracts for counties, cities or other clients as stated	10	10
• A list of various projects for comparative purposes	5	5
Comments/Rationale for points:	TOTAL	25
All requirements submitted		
2) EXPERIENCE OF PROJECT TEAM/ABILITY TO COMMIT RESOURCES (20 points maximum)		
• Designate experienced engineering staff to efficiently perform the work.	10	10
• Identify the project team composition, project leadership, reporting responsibilities etc.	10	10
Comments/Rationale for points:	TOTAL	20
All requirements submitted		
3) METHODOLOGY (20 points maximum)		
• Knowledge, experience, and the equipment to provide the anticipated services	10	10
• Management Plan for the anticipated services that will be highly responsive to the needs and interests of the County	10	10
Comments/Rationale for points:	TOTAL	20
All requirements submitted		
4) UNDERSTANDING OF PROJECT/SIMILAR PROJECTS (25) points maximum)		
• Demonstrate an understanding of the scope of services	10	0
• 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	0
• RFQ responsiveness. Response is clear, well organized, easy to evaluate and appropriate to this RFQ	5	5
Comments/Rationale for points:	TOTAL	10
Did not provide scope of services		
5) FAMILIARITY WITH APPLICABLE RULES and REGULATIONS (10 points maximum)		
• Indicate passed experience of the proposed Firm knowledge of governmental regulations, appropriate codes, guidelines, professional standards and policies	5	5
• Must contain a narrative that outlines applicable regulations, guidelines, standard and polices	5	5
Comments/Rationale for points:	TOTAL	10
All requirements submitted		
	TOTAL SCORE:	85

Project No.: 5013/14/15-65-0311-5000-6500-UCP-ML

Project Name:: Street Improvements Project

Department:: City of Progreso

Firm/Participant Name: MEG Engineers

Evaluator: _____ Date: 11/16/15

EXHIBIT "B"

Evaluation Form

Hidalgo County

(Including all funding sources, programs, and entities)

"Professional Engineering Services- Construction Materials & Geo Technical Testing Pool"

RFQ NO: 2015-007-02-04-SMA

SELECTION CRITERIA	POINTS	SCORE
1) STAFFING OF PROJECT TEAM -- (25 points maximum)		
• Provide information on their proposed professional team members	10	10
• Experience in performing various types of contracts for counties, cities or other clients as stated	10	10
• A list of various projects for comparative purposes	5	5
Comments/Rationale for points: Meet all criteria	**TOTAL**	25
2) EXPERIENCE OF PROJECT TEAM/ABILITY TO COMMIT RESOURCES (20 points maximum)		
• Designate experienced engineering staff to efficiently perform the work.	10	10
• Identify the project team composition, project leadership, reporting responsibilities etc.	10	10
Comments/Rationale for points: Meets all criteria	**TOTAL**	20
3) METHODOLOGY (20 points maximum)		
• Knowledge, experience, and the equipment to provide the anticipated services	10	10
• Management Plan for the anticipated services that will be highly responsive to the needs and interests of the County	10	10
Comments/Rationale for points: Meets all criteria	**TOTAL**	20
4) UNDERSTANDING OF PROJECT/SIMILAR PROJECTS (25) points maximum)		
• Demonstrate an understanding of the scope of services	10	10
• Address appropriate Federal/State/Local regulations and policies. Knowledge and experience of working with multiple entities, counties, cities, etc.	5	3
• Identify information to be gathered or obtained/proposed approach to complete the scope	5	5
• RFQ responsiveness. Response is clear, well organized, easy to evaluate and appropriate to this RFQ	5	4
Comments/Rationale for points: Meets most criteria, but include address Applicable rules + regulations	**TOTAL**	22
5) FAMILIARITY WITH APPLICABLE RULES and REGULATIONS (10 points maximum)		
• Indicate passed experience of the proposed Firm knowledge of governmental regulations, appropriate codes, guidelines, professional standards and policies	5	3
• Must contain a narrative that outlines applicable regulations, guidelines, standard and polices	5	0
Comments/Rationale for points: Must answer and include knowledge of applicable rules and regulations and a narrative	**TOTAL**	3
	TOTAL SCORE:	90

Project No.: 5013/14/15-65-0311-5000-6500-UCP-ML

Project Name:: Street Improvements Project

Department:: Urban County Program

Firm/Participant:Name: Millennium Engineers Group

Evaluator: Antonio Baeza Date: 11-23-15

EXHIBIT "B"

Evaluation Form

Hidalgo County

(Including all funding sources, programs, and entities)

"Professional Engineering Services- Construction Materials & Geo Technical Testing Pool"

RFQ NO: 2015-007-02-04-SMA

SELECTION CRITERIA	POINTS	SCORE
1) STAFFING OF PROJECT TEAM -- (25 points maximum)		
• Provide information on their proposed professional team members	10	9
• Experience in performing various types of contracts for counties, cities or other clients as stated	10	9
• A list of various projects for comparative purposes	5	4
Comments/Rationale for points:	TOTAL	22
2) EXPERIENCE OF PROJECT TEAM/ABILITY TO COMMIT RESOURCES (20 points maximum)		
• Designate experienced engineering staff to efficiently perform the work.	10	9
• Identify the project team composition, project leadership, reporting responsibilities etc.	10	8
Comments/Rationale for points:	TOTAL	17
3) METHODOLOGY (20 points maximum)		
• Knowledge, experience, and the equipment to provide the anticipated services	10	9
• Management Plan for the anticipated services that will be highly responsive to the needs and interests of the County	10	9
Comments/Rationale for points:	TOTAL	18
4) UNDERSTANDING OF PROJECT/SIMILAR PROJECTS (25) points maximum)		
• Demonstrate an understanding of the scope of services	10	9
• Address appropriate Federal/State/Local regulations and policies. Knowledge and experience of working with multiple entities, counties, cities, etc.	5	4
• 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	4
Comments/Rationale for points:	TOTAL	21
5) FAMILIARITY WITH APPLICABLE RULES and REGULATIONS (10 points maximum)		
• Indicate passed experience of the proposed Firm knowledge of governmental regulations, appropriate codes, guidelines, professional standards and policies	5	5
• Must contain a narrative that outlines applicable regulations, guidelines, standard and polices	5	4
Comments/Rationale for points:	TOTAL	9
	TOTAL SCORE:	87

Project No.: 2013/14/15-US-0311-5000-USCO-UCP-MUL

Project Name:: 2013/14/15 - STREET IMPROVEMENTS - PROGRESO

Department:: URBAN COUNTY

Firm/Participant:Name: MILLENNIUM ENGINEERS GROUP

Evaluator: _____ Date: 11-12-15

AI-52427 **Urban County** **14. C.**

CC - REGULAR

Meeting Date: 12/01/2015

Submitted For: Olga Lerma, URBAN COUNTY

Submitted By: Olga Lerma, URBAN COUNTY

Department: URBAN COUNTY

Information

CAPTION

Urban County Program on behalf of Precinct No.4 is requesting consideration and action to award and enter into a construction contract with OG Construction (lowest bidder meeting all specifications and/or requirements) for the Texas General Land Office Round 2.2(GLO Contract No. 12-589-000-6887) in the amount of $1,621,209.00. The project consists of flood and drainage improvements within Precinct No. 4, Hidalgo County, Texas

BACKGROUND

Bids were requested and received for Precinct No.4 flood and drainage improvements. Raul Sesin P.E. prepared the bid specification packages. Bids were opened at the Hidalgo County Purchasing Department on October 28, 2015. After review, the project engineer recommended OG Construction, LLC as the lowest responsible bidder. (See attached recommendation letter from Raul Sesin P.E. CFM and copy of bid tabulations).The Hidalgo County Drainage District No. 1 agrees to contribute materials with a value of $189,000.00 and the sum of $178,452.46 to Urban County Program for the award of the third party construction contract. Mr. Steve Crain prepared the interlocal agreement document and it was approved by the Drainage District Board of Directors on November 10, 2015

Contractor: OG Construction, LLC
Hidalgo County Urban County Program (GLO) Funding: $1,443,000.00
Hidalgo County Drainage District No. 1: $ 367,452.46

Total available for this project: $1,810,452.46

Fiscal Impact

Attachments

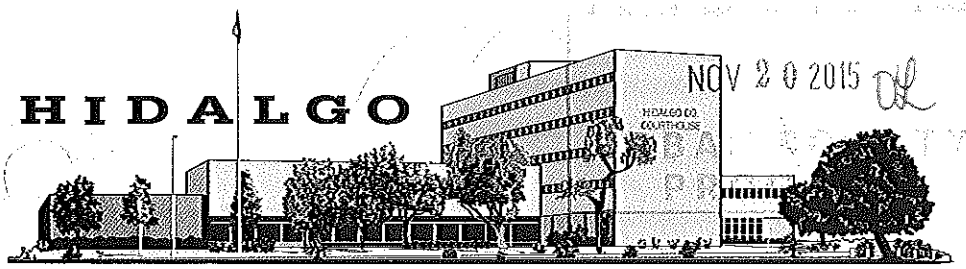
Letter Alberta Drain Project
Bid Tabulation Sheet Alberta Drain Project
OG Construction Insurance
Pct No.4 Construction Contract
legal

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	11/24/2015 04:05 PM
Purchasing Department	Monica Badillo	11/25/2015 03:08 PM
Form Started By: Olga Lerma		Started On: 11/24/2015 03:03 PM
Final Approval Date: 11/25/2015		

COUNTY of HIDALGO

JOSEPH PALACIOS
1051 N. DOOLITTLE RD.
EDINBURG, TEXAS 78542
OFFICE: (956) 383-3112
FAX: (956) 381-5905



COUNTY COMMISSIONER, PCT. NO. 4

NOV 20 2015

November 19, 2015

Diana R. Serna, Director
427 E. Duranta Ave. Suite 107
Alamo,Texas 78516

RE: Urban County Program
Alberta Drain Project

Dear. Ms. Serna:

Greetings, please accept this as Hidalgo County Precinct 4's concurrence, with Raul Sesin P.E. recommendation of awarding Alberta Drain GLO-12-589-000-6887/DRS220068 Flood Drainage Improvements Project to the lowest bidder OG Construction, LLC for a total bid of $1,621,209.00.

We will be utilizing funds from both GLO funds under contract #DRS220068 and Hidalgo County Drainage District No.1 funding.

Please place on the next available Commissioners' Court meeting for approval.

Should you or your staff have any questions, please contact either me or Lulu Lucio at (956) 383-3112.

Respectfully,

Joseph Palacios

Joseph Palacios, County Commissioner
Hidalgo County Precinct #4

CC: Diana R. Serna, Director of Urban County Program
Antonio Barco, Deputy Director of Urban County Program
Brandy R. Salinas, Program Coordinator

HIDALGO COUNTY PURCHASING DEPARTMENT BID TABULATION SHEET

DEPARTMENT NAME: HIDALGO COUNTY – URBAN COUNTY PROGRAM

BID OPENING DATE: October 28, 2015 | BID OPENING TIME: 9:30 A.M.

DESCRIPTION OF BID: Pct. 4 Flood Drainage Improvements Project known as the "Alberta Drain" for the Texas General Land Office (GLO) Contract No. 12-589-000-6887-DRS 220068

6541-68-0309-5100-6800-UPC-BS | PROCUREMENT SPECIALIST:

	OG Construction	Pega JPS Ltd.	CONTRACTORS		
NAME OF COMPANY:	Edinburg, Tx.		H2O Const.	The 5125 Comp.	MORWILL, LLC
Ditch Excavation & Trunk Line Base Bid	699,220.00	536,474.00	945,908.-	539,388.00	675,527.06
Ditch Excavation & Trunk Line Alternate Bid No. 1	580,088.00	777,542.-	674,328.-	686,206.00	678,822.52
Ditch Excavation & Trunk Line Alternate Bid No. 2	495,512.00	589,070.-	531,312.-	602,000.-	576,145.26
Tower Road Base Bid	56,068.00	55,730.-	57,180.-	64,610.-	33,810.20
Tower Road Alternate Bid 1- RGRCP	85,934.00	102,406.-	81,900.-	124,340.-	108,217.44
Tower Road Alternate Bid 2- HPP	71,878.00	80,854.-	76,740.-	90,750.-	78,963.52
El Charro No. 2 Base Bid	89,549.00	131,003.-	145,142.-	144,645.00	141,171.60
El Charro No. 2 Alternate Bid 1 – RGRCP	283,972.00	439,476.-	314,986.-	413,850.-	367,588.58
El Charro No. 2 Alternate Bid 2 – HPP	208,982.00	313,630.-	247,214.-	314,450.-	266,130.72
Tejano Estates Base Bid	25,754.00	28,994.-	29,288.-	40,832.00	16,529.
Tejano Estates Alternate Bid No. 1 - RGRCP	44,218.00	41,496.-	39,296.-	66,140.-	51,477.34
Tejano Estates Alternate Bid No. 2 – HPP	39,280.00	35,860.-	37,536.-	61,456.-	41,531.76
Rincon Del Valle No. 3 Base Bid	20,296.00	28,744.-	24,168.-	44,477.-	9,827.55
Rincon Del Valle No. 3 Alternate Bid No. 1 - RGRCP	38,414.00	36,958.-	32,713.-	56,060.-	43,643.18
Rincon Del Valle No. 3 Alternate Bid No. 2 – HPP	34,034.00	30,370.-	31,085.00	52,065.-	35,257.74
Rincon Del Valle No. 4 Base Bid	17,322.00	21,393.-	17,535.00	50,694.-	21,126.05
[illegible]n Del Valle No. 4 Alternate Bid No. 1 - RGRCP	25,598.00	19,990.-	19,210.-	32,280.-	22,662.26
Rincon Del Valle No. 4 Alternate Bid No. 2 – HPP	22,108.00	18,626.-	16,665.00	32,985.42	19,436.88
Brenda Estates No. 3 Base Bid	22,043.00	25,291.-	24,745.00	55,643.-	13,593.50
Brenda Estates No. 3 Alternate Bid No. 1 – RGRCP	100,424.00	81,628.-	77,280.-	134,690.-	74,848.12
Brenda Estates No. 3 Alternate Bid No. 2 – HPP	66,782.00	70,160.-	71,078.-	111,390.-	63,872.00
Owassa Acres Base Bid	44,403.00	40,719.-	53,809.-	73,432.-	30,063.35
Owassa Acres Alternate Bid No. 1 – RGRCP	111,590.-	102,872.-	96,565.-	174,480.-	123,559.18
Owassa Acres Alternate Bid No. 2 - HPP	108,114.-	90,136.-	89,720.-	145,415.-	103,362.02
ADDENDUM NO. 1	✓	✓	✓	✓	✓
BID BOND	✓	✓	✓	✓	✓

EXHIBIT "B"

BID PAGE

Hidalgo County – Urban County Program

Pct. 4 Flood Drainage Improvements Project known as the "Alberta Drain" for the Texas General Land Office (GLO) Contract No. 12-589-000-6887-DRS 220068

Bid No.: 6541-68-0309-5100-6800-UPC-BS

SCOPE OF WORK DESCRIPTION:
Flood Drainage Improvements Project – Alberta Drain Phase I

BID PRICE: $ 974,655.00

ALTERNATE PRICE: 1 $ 1,270,238.00
ALTERNATE PRICE 2: 1,046,690.00

BIDDER/COMPANY NAME: O.G. Construction Co., LLC

ADDRESS: 4021 N. Closner Blvd.

CITY/STATE/ZIP CODE: Edinburg, Texas 78541

PHONE & FAX NO.'S: (PH) 956-292-0008 (F) 956-292-0896

CELLULAR #: (956) 501-6627

AUTHORIZED SIGNATURE:

OPENED
9:10am 10-15-15

PRINTED NAME: Omar F. Garcia

TITLE: Managing Member

Witnessed

BID TAB
HIDALGO COUNTY PRECINCT No. 4
BID # 6541-68-0309-5200-6800-UCP-BS
PROJECT: ALBERTA DRAIN DITCH PHASE 1
ESTIMATOR: NOE SALDIVAR PE DATE: 10/01/2015

SAMPLE

Item No.	Estimated Quantity	Unit	Item Description	Unit Bid Price In Words	Unit Price In Figures	Total Extension In Figures
1	*34.33*	*STA*	*PREPARING ROW*	*THREE HUNDRED* Dollars *FIFTY* Cents	*$300.50*	*$6,271.44*

DITCH EXCAVATION & TRUNK LINE BASE BID

Item No.	Estimated Quantity	Unit	Item Description	Unit Bid Price In Words	Unit Price In Figures	Total Extension In Figures
1	1	LS	TRAFFIC CONTROL	Fifteen thousand Dollars / Zero Cents	15,000	15,000
2	1	LS	EROSION AND SEDIMENT CONTROL STRUCTURAL PRACTICES TO COMPLY WITH COUNTY AND TCEQ REQUIREMENTS FOR STORM WATER POLLUTION PREVENTION	Fifteen thousand Dollars / Zero Cents	15,000	15,000
3	5	EA	JUNCTION BOX	Eight thousand four hundred Dollars / Zero Cents	8,400	42,000
4	2	EA	JUNCTION BOX WITH INLET TOP	Eleven thousand five hundred Dollars / Zero Cents	11,506	23,000
5	53,720	CY	DRAIN DITCH EXCAVATION AND HAULING	Eight Dollars / Eighty Cents	8.80	472,736
6	1,061	SY	6" CONCRETE RIP-RAP	Fifty six Dollars / Zero Cents	56.00	59,416
7	208	SY	PAVEMENT REPAIR	Twenty two Dollars / Zero Cents	22.00	4,576
8	150	LF	REGRADE ROADSIDE DITCH	Five Dollars / Zero Cents	5.00	750
9	100	LF	RESHAPE EXISTING DITCH AT OUTFALL	Sixty Dollars / Zero Cents	60.00	6,000
10	1	LS	SEPTIC TANK RELOCATION AS PER DETAIL	Six thousand two Dollars / Zero Cents	6,002	6,002
11	1	LS	IRRIGATION ADJUSTMENTS LOCATED ON PAGES S-23 & S-24 (MATERIAL & LABOR INCLUDING FITTINGS)	Seventeen Thousand Dollars / Zero Cents	17,000	17,000
12	1	LS	18" AERIAL IRRIGATION CROSSING	Twenty Thousand Dollars / Zero Cents	20,000	20,000
13	3,378	CY	FILL EXISTING DITCH (HCID #2)	Five Dollars / Zero Cents	5.00	16,890
14	1	LS	REMOVE EXISTING 24" PIPE AT OUTFALL	Eight hundred fifty Dollars / Zero Cents	850	850
			DITCH EXCAVATION & TRUNK LINE BASE BID PRICE IN WORDS	**BID IN FIGURES**		
			Six hundred ninety nine thousand two hundred twenty Dollars / Zero Cents	$ 699,220		

IF THE DITCH EXCAVATION & TRUNK LINE BASE BID IS AWARDED THE NUMBER OF DAYS FOR THE PROJECT WILL BE 60 CALENDAR DAYS

OPENED 9:40am 10-23-15

Witnessed

DITCH EXCAVATION & TRUNK LINE ALTERNATE BID 1						
Item No.	Estimated Quantity	Unit	Item Description	Unit Bid Price In Words	Unit Price In Figures	Total Extension In Figures
1	24	LF	42" RUBBER GASKET RCP CL III STORM DRAIN PIPE (FOR STUB - OUT, SEE GEN NOTES)	one hundred nineteen Dollars zero Cents	119	2,856
2	298	LF	48" RUBBER GASKET RCP CL III STORM DRAIN PIPE	one hundred forty nine Dollars zero Cents	149	44,402
3	2,054	LF	72" RUBBER GASKET RCP CL III STORM DRAIN PIPE (INCLUDING CONCRETE ELBOW FITTINGS)	two hundred forty nine Dollars zero Cents	249	511,446
4	2,376	LF	STORM TRENCH BEDDING AND BACKFILL AS PER DETAIL	seven Dollars zero Cents	7.00	16,632
5	2,376	LF	TRENCH PROTECTION	two Dollars zero Cents	2.00	4,752
			DITCH EXCAVATION & TRUNK LINE ALTERNATE BID 1 PRICE IN WORDS	Dollars Cents	BID IN FIGURES	$ 580,088

DITCH EXCAVATION &TRUNK LINE ALTERNATE BID 2						
Item No.	Estimated Quantity	Unit	Item Description	Unit Bid Price In Words	Unit Price In Figures	Total Extension In Figures
1	24	LF	42" HIGH PERFORMANCE POLYPROPYLENE STORM DRAIN PIPE (FOR STUB-OUT, SEE GEN NOTES)	Seventy two Dollars zero Cents	72.00	1,728
2	4,406	LF	48" HIGH PERFORMANCE POLYPROPYLENE STORM DRAIN PIPE** (INCLUDING ELBOW FITTINGS)	Ninety nine Dollars zero Cents	99.00	436,194
3	4,430	LF	STORM TRENCH BEDDING AND BACKFILL AS PER DETAIL**	eleven Dollars zero Cents	11.00	48,730
4	4,430	LF	TRENCH PROTECTION**	two Dollars zero Cents	2.00	8,860
			DITCH EXCAVATION & TRUNK LINE ALTERNATE BID 2 PRICE IN WORDS	Dollars Cents	BID IN FIGURES	$ 495,512

** TWIN 48" HP PIPE SHALL BE SUBSTITUTED FOR THE 72" RCP PIPE. BEDDING, BACKFILL AND TRENCH PROTECTION SHALL BE AS PER TWIN PIPE DETAIL. IF ALT 2 IS AWARDED TWIN 48" HPP PIPE WILL BE INSTALLED INSTEAD OF 72" RCP ALONG A 2,054 LF SECTION WHICH EQUATES TO 4,108 FT OF 48" HPP PIPE.

OPENED 9:40am 10-28-21

Witnessed

TOWER RD BASE BID						
Item No.	Estimated Quantity	Unit	Item Description	Unit Bid Price In Words	Unit Price In Figures	Total Extension In Figures
1	1	LS	TRAFFIC CONTROL	Five thousand Dollars zero Cents	5,000	5,000
2	1	LS	EROSION AND SEDIMENT CONTROL STRUCTURAL PRACTICES TO COMPLY WITH COUNTY AND TCEQ REQUIREMENTS FOR STORM WATER POLLUTION PREVENTION	Twelve thousand five hundred Dollars zero Cents	12,500	12,500
3	8	EA	TYPE "C-C" INLET WITH APRON	three thousand one hundred Dollars zero Cents	3,100	24,800
4	334	SY	PAVEMENT REPAIR	Twenty two thousand Dollars zero Cents	22.00	7,348
5	1,100	LF	REGRADE ROADSIDE DITCH	Five Dollars zero Cents	5.00	5,500
6	920	LF	TRENCH PROTECTION	one Dollars zero Cents	1.00	920
			TOWER RD BASE BID PRICE IN WORDS			BID IN FIGURES
			Fifty six thousand sixty eight Dollars zero Cents			$ 56,068

IF TOWER ROAD BASE BID IS AWARDED THE NUMBER OF DAYS FOR THE PROJECT WILL BE INCREASED BY 20 CALENDAR DAYS

TOWER RD ALTERNATE BID 1- RGRCP						
Item No.	Estimated Quantity	Unit	Item Description	Unit Bid Price In Words	Unit Price In Figures	Total Extension In Figures
1	52	LF	24" RUBBER GASKET RCP CL III STORM DRAIN PIPE	Forty four Dollars zero Cents	44.00	2,288
2	192	LF	30" RUBBER GASKET RCP CL III STORM DRAIN PIPE	Fifty nine Dollars zero Cents	59.00	11,328
3	386	LF	36" RUBBER GASKET RCP CL III STORM DRAIN PIPE	Eighty three Dollars zero Cents	83.00	32,038
4	290	LF	42" RUBBER GASKET RCP CL III STORM DRAIN PIPE	One hundred four thousand Dollars zero Cents	104.00	30,160
5	920	LF	STORM TRENCH BEDDING AND BACKFILL AS PER DETAIL	Eleven Dollars zero Cents	11.00	10,120
			TOWER RD ALTERNATE BID 1 PRICE IN WORDS			BID IN FIGURES
			Eighty five thousand nine hundred thirty four Dollars zero Cents			$ 85,934

OPENED 9:40am 10-28-15

Witnessed

TOWER RD ALTERNATE BID 2- HPP						
Item No.	Estimated Quantity	Unit	Item Description	Unit Bid Price In Words	Unit Price In Figures	Total Extension In Figures
1	52	LF	24"HIGH PERFORMANCE POLYPROPYLENE STORM DRAIN PIPE	Forty two Dollars zero Cents	42.00	2,184
2	192	LF	30"HIGH PERFORMANCE POLYPROPYLENE STORM DRAIN PIPE	Fifty four Dollars zero Cents	54.00	10,368
3	386	LF	36"HIGH PERFORMANCE POLYPROPYLENE STORM DRAIN PIPE	Seventy one Dollars zero Cents	71.20	27,406
4	290	LF	42"HIGH PERFORMANCE POLYPROPYLENE STORM DRAIN PIPE	Seventy two Dollars zero Cents	72.00	20,880
5	920	LF	STORM TRENCH BEDDING AND BACKFILL AS PER DETAIL	Twelve Dollars zero Cents	12.00	11,040
			TOWER RD ALTERNATE BID 2 PRICE IN WORDS		BID IN FIGURES	
			Seventy one thousand eight hundred seventy eight Dollars Zero Cents		$	71,878

OPENED
9:40am 10-28-15

Witnessed

EL CHARRO #2 SUBDIVISION BASE BID						
Item No.	Estimated Quantity	Unit	Item Description	Unit Bid Price In Words	Unit Price In Figures	Total Extension In Figures
1	1	LS	TRAFFIC CONTROL	Three thousand five hundred Dollars / Seventy Five Cents	3,500	3,500.75
2	1	LS	EROSION AND SEDIMENT CONTROL STRUCTURAL PRACTICES TO COMPLY WITH COUNTY AND TCEQ REQUIREMENTS FOR STORM WATER POLLUTION PREVENTION	One thousand five hundred Dollars / Zero Cents	1,500	1,500
3	2	EA	JUNCTION BOX WITH INLET TOP	Eight thousand five hundred Dollars / Zero Cents	8,500	17,000
4	5	EA	TYPE "C-C" INLET WITH APRON	Three thousand five hundred Dollars / Zero Cents	3,500	17,500
5	2,918	LF	TRENCH PROTECTION	One Dollars / Zero Cents	1.00	2,918
6	1,384	SY	PAVEMENT REPAIR	Twenty Dollars / Zero Cents	20.00	27,680
7	88	SY	4" CONCRETE DRIVEWAYS	Thirty five Dollars / Zero Cents	35.00	3,080
8	548	SY	ASPHALT DRIVEWAYS (3" CALICHE BASE & 1" ACP)	Fifteen Dollars / Zero Cents	15.00	8,220
9	3	EA	RELOCATE SOLAR LIGHTS	Seven hundred ninety Dollars / Zero Cents	790.00	2,370
10	2,569	LF	REGRADE ROADSIDE DITCH	Two Dollars / Twenty Five Cents	2.25	5,780.25
			EL CHARRO #2 BASE BID PRICE IN WORDS		BID IN FIGURES	
			Eighty nine thousand five hundred forty nine Dollars / Zero Cents		$ 89,549	—

IF EL CHARRO #2 SUBDIVISION BASE BID IS AWARDED THE NUMBER OF DAYS FOR THE PROJECT WILL BE INCREASED BY 25 CALENDAR DAYS

EL CHARRO #2 SUBDIVISION ALTERNATE BID 1 - RGRCP						
Item No.	Estimated Quantity	Unit	Item Description	Unit Bid Price In Words	Unit Price In Figures	Total Extension In Figures
1	84	LF	18" RUBBER GASKET RCP CL III STORM DRAIN PIPE	Thirty nine Dollars / Zero Cents	39.00	3,276
2	592	LF	24" RUBBER GASKET RCP CL III STORM DRAIN PIPE	Forty five Dollars / Zero Cents	45.00	26,640
3	2,242	LF	42" RUBBER GASKET RCP CL III STORM DRAIN PIPE	Ninety nine Dollars / Zero Cents	99.00	221,958
4	2,918	LF	STORM TRENCH BEDDING AND BACKFILL AS PER DETAIL	Eleven Dollars / Zero Cents	11.00	32,098
			EL CHARRO #2 ALTERNATE BID 1 PRICE IN WORDS		BID IN FIGURES	
			Two hundred eighty three thousand nine hundred seventy two Dollars / Zero Cents		$ 283,972	

OPENED 9:40am 10-28-25

Witnessed

EL CHARRO #2 SUBDIVISION ALTERNATE BID 2 - HPP						
Item No.	Estimated Quantity	Unit	Item Description	Unit Bid Price in Words	Unit Price in Figures	Total Extension in Figures
1	84	LF	18" HIGH PERFORMANCE POLYPROPYLENE STORM DRAIN PIPE	Twenty Four Dollars Zero Cents	24.00	2,016
2	592	LF	24" HIGH PERFORMANCE POLYPROPYLENE STORM DRAIN PIPE	Thirty Nine Dollars Zero Cents	39.00	23,088
3	2,242	LF	42" HIGH PERFORMANCE POLYPROPYLENE STORM DRAIN PIPE	Sixty nine Dollars Zero Cents	69.00	154,698
4	2,918	LF	STORM TRENCH BEDDING AND BACKFILL AS PER DETAIL	Ten Dollars Zero Cents	10.00	29,180
			EL CHARRO #2 ALTERNATE BID 2 PRICE IN WORDS		BID IN FIGURES	
			Two hundred eight thousand nine hundred eighty two Dollars Zero Cents		$ 208,982	

OPENED
9:40am 10-28-15

Witnessed

TEJANO ESTATES SUBDIVISION BASE BID						
Item No.	Estimated Quantity	Unit	Item Description	Unit Bid Price In Words	Unit Price In Figures	Total Extension In Figures
1	1	LS	TRAFFIC CONTROL	One thousand five hundred Dollars Zero Cents	1,500	1,500
2	1	LS	EROSION AND SEDIMENT CONTROL STRUCTURAL PRACTICES TO COMPLY WITH COUNTY AND TCEQ REQUIREMENTS FOR STORM WATER POLLUTION PREVENTION	One thousand five hundred Dollars Zero Cents	1,500	1,500
3	612	LF	TRENCH PROTECTION	Two Dollars Zero Cents	2.00	1,224
4	3	SY	CONCRETE SPILLWAY	Thirty two Dollars Zero Cents	32.00	96
5	2	EA	TYPE "C-C" INLET WITH APRON	Four thousand five hundred Dollars Zero Cents	4,500	9,000
6	1	EA	MANHOLE	Seven thousand Dollars Zero Cents	7,000	7,000
7	2	EA	SAFETY END TREATMENT FOR 18" PIPE	Seven hundred Dollars Zero Cents	700	1,400
8	67	SY	PAVEMENT REPAIR	Twenty two Dollars Zero Cents	22.00	1,474
9	60	SY	4" CONCRETE DRIVEWAYS	Thirty six Dollars Zero Cents	36.00	2,160
10	25	SY	ASPHALT DRIVEWAYS (3" CALICHE BASE & 1" ACP)	Sixteen Dollars Zero Cents	16.00	400
			TEJANO ESTATES BASE BID PRICE IN WORDS			BID IN FIGURES
			Twenty five thousand seven hundred fifty four Dollars Zero Cents			$ 25,754

IF TEJANO ESTATES BASE BID IS AWARDED THE NUMBER OF DAYS FOR THE PROJECT WILL BE INCREASED BY 15 CALENDAR DAYS

TEJANO ESTATES SUBDIVISION ALTERNATE BID 1 - RGRCP						
Item No.	Estimated Quantity	Unit	Item Description	Unit Bid Price In Words	Unit Price In Figures	Total Extension In Figures
1	32	LF	18" RUBBER GASKET RCP CL III STORM DRAIN PIPE	Forty five Dollars Zero Cents	45.00	1,440
2	38	LF	24" RUBBER GASKET RCP CL III STORM DRAIN PIPE	Fifty Dollars Zero Cents	50.00	1,900
3	542	LF	30" RUBBER GASKET RCP CL III STORM DRAIN PIPE	Sixty three Dollars Zero Cents	63.00	34,146
4	612	LF	STORM TRENCH BEDDING AND BACKFILL AS PER DETAIL	Eleven Dollars Zero Cents	11.00	6,732
			TEJANO ESTATES ALTERNATE BID 1 PRICE IN WORDS			BID IN FIGURES
			Forty four thousand two hundred eighteen Dollars Zero Cents			$ 44,218

TEJANO ESTATES SUBDIVISION ALTERNATE BID 2 - HPP						
Item No.	Estimated Quantity	Unit	Item Description	Unit Bid Price In Words	Unit Price In Figures	Total Extension In Figures
1	32	LF	18"HIGH PERFORMANCE POLYPROPYLENE STORM DRAIN PIPE	Twenty four Dollars Zero Cents	24.00	768
2	38	LF	24"HIGH PERFORMANCE POLYPROPYLENE STORM DRAIN PIPE	Fifty Dollars Zero Cents	50.00	1,900
3	542	LF	30"HIGH PERFORMANCE POLYPROPYLENE STORM DRAIN PIPE	Fifty four Dollars Zero Cents	54.00	29,268
4	612	LF	STORM TRENCH BEDDING AND BACKFILL AS PER DETAIL	Twelve Dollars Zero Cents	12.00	7,344
			TEJANO ESTATES ALTERNATE BID 2 PRICE IN WORDS			BID IN FIGURES
			Thirty nine thousand two hundred eighty Dollars Zero Cents			$ 39,280

RINCON DEL VALLE #3 SUBDIVISION BASE BID						
Item No.	Estimated Quantity	Unit	Item Description	Unit Bid Price In Words	Unit Price In Figures	Total Extension In Figures
1	1	LS	TRAFFIC CONTROL	Two thousand five hundred Dollars Zero Cents	2,500	2,500
2	1	LS	EROSION AND SEDIMENT CONTROL STRUCTURAL PRACTICES TO COMPLY WITH COUNTY AND TCEQ REQUIREMENTS FOR STORM WATER POLLUTION PREVENTION	One thousand five hundred Dollars Zero Cents	1,500	1,500
3	517	LF	TRENCH PROTECTION	Two Dollars Zero Cents	2.00	1,034
4	5	SY	CONCRETE SPILLWAY	Fifty Dollars Zero Cents	50.00	250
5	2	EA	TYPE "C-C" INLET WITH APRON	Four thousand two hundred Dollars Zero Cents	4,200	8,400
6	2	EA	SAFETY END TREATMENT FOR 18" PIPE	Seven hundred Dollars Zero Cents	700	1,400
7	67	SY	PAVEMENT REPAIR	Twenty two Dollars Zero Cents	22.00	1,474
8	96	SY	4" CONCRETE DRIVEWAYS	Thirty five Dollars Zero Cents	35.00	3,360
9	9	SY	ASPHALT DRIVEWAYS (3" CALICHE BASE & 1" ACP)	Forty two Dollars Zero Cents	42.00	378
			RINCON DEL VALLE #3 BASE PRICE IN WORDS			BID IN FIGURES
			Twenty thousand two hundred ninety six Dollars Zero Cents			$ 20,296

IF RINCON DEL VALLE #3 SUBD. IS AWARDED THE NUMBER OF DAYS FOR THE PROJECT WILL BE INCREASED BY 15 CALENDAR DAYS

RINCON DEL VALLE #3 SUBDIVISION ALTERNATE BID 1 - RGRCP						
Item No.	Estimated Quantity	Unit	Item Description	Unit Bid Price In Words	Unit Price In Figures	Total Extension In Figures
1	16	LF	18" RUBBER GASKET RCP CL III STORM DRAIN PIPE	Forty five Dollars Zero Cents	45.00	720
2	41	LF	24" RUBBER GASKET RCP CL III STORM DRAIN PIPE	Fifty Dollars Zero Cents	50.00	2,050
3	460	LF	30" RUBBER GASKET RCP CL III STORM DRAIN PIPE	Sixty four Dollars Zero Cents	64.00	29,440
4	517	LF	STORM TRENCH BEDDING AND BACKFILL AS PER DETAIL	Twelve Dollars Zero Cents	12.00	6,204
			RINCON DEL VALLE #3 ALTERNATE BID 1 PRICE IN WORDS			BID IN FIGURES
			Thirty eight thousand four hundred fourteen Dollars Zero Cents			$ 38,414

OPENED 10am 10-28-15

Witnessed

RINCON DEL VALLE #3 SUBDIVISION ALTERNATE BID 2 - HPP						
Item No.	Estimated Quantity	Unit	Item Description	Unit Bid Price In Words	Unit Price In Figures	Total Extension In Figures
1	16	LF	18"HIGH PERFORMANCE POLYPROPYLENE STORM DRAIN PIPE	Thirty Dollars Zero Cents	30.00	480
2	41	LF	24"HIGH PERFORMANCE POLYPROPYLENE STORM DRAIN PIPE	Fifty Dollars Zero Cents	50.00	2,050
3	460	LF	30"HIGH PERFORMANCE POLYPROPYLENE STORM DRAIN PIPE	Fifty five Dollars Zero Cents	55.00	25,300
4	517	LF	STORM TRENCH BEDDING AND BACKFILL AS PER DETAIL	Twelve Dollars Zero Cents	12.00	6,204
			RINCON DEL VALLE #3 ALTERNATE BID 2 PRICE IN WORDS		BID IN FIGURES	
			Thirty four thousand thirty four Dollars Zero Cents		$	34,034

OPENED
9:40 am 10-28-15

Witnessed

RINCON DEL VALLE #4 SUBDIVISION BASE BID						
Item No.	Estimated Quantity	Unit	Item Description	Unit Bid Price In Words	Unit Price In Figures	Total Extension In Figures
1	1	LS	TRAFFIC CONTROL	Three thousand five hundred Dollars Zero Cents	3,500	3,500
2	1	LS	EROSION AND SEDIMENT CONTROL STRUCTURAL PRACTICES TO COMPLY WITH COUNTY AND TCEQ REQUIREMENTS FOR STORM WATER POLLUTION PREVENTION	One thousand five hundred Dollars Zero Cents	1,500	1,500
3	349	LF	TRENCH PROTECTION	Two Dollars Zero Cents	2.00	698
4	9	SY	CONCRETE SPILLWAY	Fifty Dollars Zero Cents	50.00	450
5	2	EA	TYPE "C-C" INLET WITH APRON	Four thousand five hundred Dollars Zero Cents	4,500	9,000
6	1	EA	SAFETY END TREATMENT FOR 18" PIPE	Seven hundred Dollars Zero Cents	700	700
7	67	SY	PAVEMENT REPAIR	Twenty two Dollars Zero Cents	22.00	1,474
			RINCON DEL VALLE #4 BASE BID PRICE IN WORDS			BID IN FIGURES
			Seventeen thousand three hundred twenty two Dollars Zero Cents			$ 17,322

IF RINCON DEL VALLE #4 SUBD. BASE BID IS AWARDED THE NUMBER OF DAYS FOR THE PROJECT WILL BE INCREASED BY 10 CALENDAR DAYS

RINCON DEL VALLE #4 SUBDIVISION ALTERNATE BID 1 - RGRCP						
Item No.	Estimated Quantity	Unit	Item Description	Unit Bid Price In Words	Unit Price In Figures	Total Extension In Figures
1	8	LF	18" RUBBER GASKET RCP CL III STORM DRAIN PIPE	Sixty Dollars Zero Cents	60.00	480
2	341	LF	24" RUBBER GASKET RCP CL III STORM DRAIN PIPE	Fifty two Dollars Zero Cents	52.00	17,732
3	349	LF	STORM TRENCH BEDDING AND BACKFILL AS PER DETAIL	Fourteen Dollars Zero Cents	14.00	4,886
4	1	EA	CONCRETE COLLAR CONNECTION	Two thousand five hundred Dollars Zero Cents	2,500	2,500
			RINCON DEL VALLE #4 ALTERNATE BID 1 PRICE IN WORDS			BID IN FIGURES
			Twenty five thousand five hundred ninety eight Dollars Zero Cents			$ 25,598

RINCON DEL VALLE #4 SUBDIVISION ALTERNATE BID 2 - HPP						
Item No.	Estimated Quantity	Unit	Item Description	Unit Bid Price In Words	Unit Price In Figures	Total Extension In Figures
1	8	LF	18"HIGH PERFORMANCE POLYPROPYLENE STORM DRAIN PIPE	Fifty Dollars Zero Cents	50.00	400
2	341	LF	24"HIGH PERFORMANCE POLYPROPYLENE STORM DRAIN PIPE	Forty two Dollars Zero Cents	42.00	14,322
3	349	LF	STORM TRENCH BEDDING AND BACKFILL AS PER DETAIL	Fourteen Dollars Zero Cents	14.00	4,886
4	1	EA	CONCRETE COLLAR CONNECTION	Two thousand five hundred Dollars Zero Cents	2,500	2,500
			RINCON DEL VALLE #4 ALTERNATE BID 2 PRICE IN WORDS			BID IN FIGURES
			Twenty two thousand one hundred eight Dollars Zero Cents			$ 22,108

OPENED 9:40am 10-28-15

Witnessed

BRENDA ESTATES #3 SUBDIVISION BASE BID						
Item No.	Estimated Quantity	Unit	Item Description	Unit Bid Price In Words	Unit Price In Figures	Total Extension In Figures
1	1	LS	TRAFFIC CONTROL	Three thousand five hundred Dollars Zero Cents	3,500	3,500
2	1	LS	EROSION AND SEDIMENT CONTROL STRUCTURAL PRACTICES TO COMPLY WITH COUNTY AND TCEQ REQUIREMENTS FOR STORM WATER POLLUTION PREVENTION	One thousand five hundred Dollars Zero Cents	1,500	1,500
3	1,178	LF	TRENCH PROTECTION	Three Dollars Zero Cents	3.00	3,575
4	10	SY	CONCRETE SPILLWAY	Sixty Five Dollars Zero Cents	65.00	650
5	2	EA	TYPE "C-C" INLET WITH APRON	Four thousand five hundred Dollars Zero Cents	4,500	9,000
6	67	SY	PAVEMENT REPAIR	Twenty four Dollars Zero Cents	24.00	1,608
7	26	SY	4" CONCRETE DRIVEWAYS	Thirty five Dollars Zero Cents	35.00	910
8	52	SY	ASPHALT DRIVEWAYS (3" CALICHE BASE & 1" ACP)	Twenty five Dollars Zero Cents	25.00	1,300
			BRENDA ESTATES #3 BASE BID PRICE IN WORDS		BID IN FIGURES	
			Twenty two thousand forty three Dollars zero Cents		$	22,043

IF BRENDA ESTATES #3 BASE BID IS AWARDED THE NUMBER OF DAYS FOR THE PROJECT WILL BE INCREASED BY 15 CALENDAR DAYS

BRENDA ESTATES #3 SUBDIVISION ALTERNATE BID 1 - RGRCP						
Item No.	Estimated Quantity	Unit	Item Description	Unit Bid Price In Words	Unit Price In Figures	Total Extension In Figures
1	52	LF	24" RUBBER GASKET RCP CL III STORM DRAIN PIPE	Fifty five Dollars Zero Cents	55.00	2,860
2	1,126	LF	30" RUBBER GASKET RCP CL III STORM DRAIN PIPE	Seventy two Dollars Zero Cents	72.00	81,072
3	1,178	LF	STORM TRENCH BEDDING AND BACKFILL AS PER DETAIL	Fourteen Dollars Zero Cents	14.00	16,492
			BRENDA ESTATES #3 ALTERNATE 1 BID PRICE IN WORDS		BID IN FIGURES	
			One hundred thousand four hundred twenty four Dollars Zero Cents		$	100,424

BRENDA ESTATES #3 SUBDIVISION ALTERNATE BID 2 - HPP						
Item No.	Estimated Quantity	Unit	Item Description	Unit Bid Price In Words	Unit Price In Figures	Total Extension In Figures
1	52	LF	24"HIGH PERFORMANCE POLYPROPYLENE STORM DRAIN PIPE	Forty eight Dollars Zero Cents	48.00	2,496
2	1,126	LF	30"HIGH PERFORMANCE POLYPROPYLENE STORM DRAIN PIPE	Fifty five Dollars Zero Cents	55.00	61,930
3	1,178	LF	STORM TRENCH BEDDING AND BACKFILL AS PER DETAIL	Two Dollars Zero Cents	2.00	2,356
			BRENDA ESTATES #3 ALTERNATE 2 BID PRICE IN WORDS		BID IN FIGURES	
			Sixty six thousand seven hundred eighty two Dollars Zero Cents		$	66,782

OPENED 9:10am 10-8-15

Witnessed

OWASSA ACRES SUBDIVISION BASE BID						
Item No.	Estimated Quantity	Unit	Item Description	Unit Bid Price In Words	Unit Price In Figures	Total Extension In Figures
1	1	LS	TRAFFIC CONTROL	Five thousand Dollars zero Cents	5,000	5,000
2	1	LS	EROSION AND SEDIMENT CONTROL STRUCTURAL PRACTICES TO COMPLY WITH COUNTY AND TCEQ REQUIREMENTS FOR STORM WATER POLLUTION PREVENTION	One thousand five hundred Dollars zero Cents	1,500	1,500
3	1,587	LF	TRENCH PROTECTION	Two Dollars zero Cents	2.00	3,174
4	9	SY	CONCRETE SPILLWAY	Sixty five Dollars zero Cents	65.00	585
5	6	EA	TYPE "C-C" INLET WITH APRON	Four thousand five hundred Dollars zero Cents	4,500	27,000
6	67	SY	PAVEMENT REPAIR	Thirty two Dollars zero Cents	32.00	2,144
7	1	EA	HEADWALL FOR 24" PIPE	Two thousand five hundred Dollars zero Cents	2,500	2,500
8	1	EA	HEADWALL FOR 30' PIPE	Two thousand five hundred Dollars zero Cents	2,500	2,500
			OWASSA ACRES BASE BID PRICE IN WORDS		BID IN FIGURES	
			Forty four thousand four hundred three Dollars zero Cents		$ 44,403	

IF OWASSA ACRES BASE BID IS AWARDED THE NUMBER OF DAYS FOR THE PROJECT WILL BE INCREASED BY 20 CALENDAR DAYS

OWASSA ACRES SUBDIVISION ALTERNATE 1 - RGRCP						
Item No.	Estimated Quantity	Unit	Item Description	Unit Bid Price In Words	Unit Price In Figures	Total Extension In Figures
1	38	LF	18" RUBBER GASKET RCP CL III STORM DRAIN PIPE	Forty four Dollars zero Cents	44.00	1,672
2	459	LF	24" RUBBER GASKET RCP CL III STORM DRAIN PIPE	Forty six Dollars zero Cents	46.00	21,114
3	1,090	LF	30" RUBBER GASKET RCP CL III STORM DRAIN PIPE	Sixty four Dollars zero Cents	64.00	69,760
4	1,587	LF	STORM TRENCH BEDDING AND BACKFILL AS PER DETAIL	Twelve Dollars zero Cents	12.00	19,044
			OWASSA ACRES ALTERNATE BID 1 PRICE IN WORDS		BID IN FIGURES	
			One hundred eleven thousand five hundred ninety Dollars zero Cents		$ 111,590	

OPENED 9:00am 10-28-15

Witnessed

OWASSA ACRES SUBDIVISION ALTERNATE 2 - HPP						
Item No.	Estimated Quantity	Unit	Item Description	Unit Bid Price In Words	Unit Price In Figures	Total Extension In Figures
1	38	LF	18"HIGH PERFORMANCE POLYPROPYLENE STORM DRAIN PIPE	Twenty Six Dollars zero Cents	26.00	988
2	459	LF	24"HIGH PERFORMANCE POLYPROPYLENE STORM DRAIN PIPE	Fifty two Dollars zero Cents	52.00	23,868
3	1,090	LF	30"HIGH PERFORMANCE POLYPROPYLENE STORM DRAIN PIPE	Fifty Six Dollars zero Cents	56.00	61,040
4	1,587	LF	STORM TRENCH BEDDING AND BACKFILL AS PER DETAIL	Fourteen Dollars zero Cents	14.00	22,218
			OWASSA ACRES ALTERNATE BID 2 PRICE IN WORDS		BID IN FIGURES	
			One hunared eight thousand one hundred fourteen Dollars zero Cents		$	108,114

LF - LINEAR FEET
EA- EACH
SY- SQUARE YARD(S)
CY- CUBIC YARD(S)
LS- LUMP SUM

COMPANY NAME: O.G. Construction Co., LLC
PHONE NUMBER: 256-501-6627
AUTHORIZED SIGNATURE: [signature]
PRINTED NAME: Omar E. Garcia
TITLE: Managing Member

OPENED 9:40am 10-28-15

Witnessed

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 9/14/2015

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: Maria Zenkner
TCOR Management 396 N. Seguin Ave New Braunfels TX 78130	PHONE (A/C, No, Ext): (830) 387-7019 FAX (A/C, No): (830) 387-7022 E-MAIL ADDRESS: change@tcormanagement.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: Texas Mutual Insurance	22945
INSURER B: Colony Insurance Company	
INSURER C: Knight Specialty Insurance Co.	
INSURER D: Union Standard Insurance Group	
INSURER E:	
INSURER F:	

INSURED
OG Construction Co LLC
222 W University Dr

Edinburg TX 78539-3301

COVERAGES CERTIFICATE NUMBER: CL1552806722 REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
B	GENERAL LIABILITY X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR X $2,500 Deductible GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO-JECT LOC			103GL000978700	05/15/2015	08/29/2016	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 50,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
D	AUTOMOBILE LIABILITY X ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS X Physical Damage Scheduled Autos			CAA4695484	07/02/2015	07/02/2016	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
C	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION $			KSVENX152230200	05/15/2015	08/29/2016	EACH OCCURRENCE AGGREGATE Products/Completed Ops	$ 1,000,000 $ 1,000,000 $ 1,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N: Y If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		TSF0001183268	8/29/2015	8/29/2016	X WC STATU-TORY LIMITS OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

The General Liability policy includes a blanket automatic additional insured endorsement that provides additional insured status to the certificate holder only when there is a written contract between the named insured and the certificate holder that requires such status.

The General Liability and Workers Compensation policies include a blanket automatic waiver of subrogation endorsement that provides this feature only when there is a written contract between the named insured and the certificate holder that requires it.

CERTIFICATE HOLDER

Las Villas del Rio Dev Co., LLC
PO Box 610
McAllen, TX 78505

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

Rick Dudney/RANGEM

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COMMENTS/REMARKS

The General Liability policy contains a special provision with "Primary and Noncontributory" wording.

The Umbrella Policy follows form

COPYRIGHT 2000, AMS SERVICES INC.

CONSTRUCTION CONTRACT

This Agreement entered into this **1st day of December , 2015** by and between Hidalgo County acting by and through Hidalgo County Urban County Program, hereinafter called the "OWNER", acting herein through its County Judge and **OG Construction, LLC (a corporation)** (a partnership) (an individual) of **Edinburg,** State of Texas, hereinafter called "CONTRACTOR".

WITNESSETH

That for and in consideration of the payments and agreements hereinafter mentioned, to be made and performed by the OWNER, the CONTRACTOR hereby agrees with the OWNER to commence and complete the construction described as follows:

PROJECT NAME:	**Pct. 4 Flood Drainage Improvements for the project known as the "Alberta Drain" for the Texas General Land Office (GLO) contract No. 12-589-000-6887/DRS220068**
PROJECT No.:	**6541-68-0309-5100-6800-UCP-BS**
PROJECT DESCRIPTION:	**"Precinct No. 4- Alberta Drain Project"**

heinafter called the project, for the sum of **($1,621,209.00) – One million, six hundred and twenty one thousand, two hundred nine dollars and zero cents** and all extra work in connection therewith, under the terms as stated in the General and Special Conditions of the Contract; and at his (its or their) own proper cost and expense to furnish all the materials, supplies, machinery, equipment, tools, superintendence, labor, insurance, and other accessories and services necessary to complete the said project in accordance with the conditions and prices stated in the Proposal, the General Conditions, Supplemental General Conditions and Special Conditions of the contract, the plans, which include all maps, plats, blue prints, and other drawings and printed or written explanatory matter thereof, the specifications and contract documents therefore as prepared by **Raul Sesin, P.E.** and as enumerated in Paragraph 1 of the Supplemental General Conditions, all of which are made a part hereof and collectively evidence and constitute the contract.

The CONTRACTOR hereby agrees to commence work under this contract on or after a date to be specified in a written "Notice to Proceed" of the OWNER and to fully complete the project within **(105) One hundred five** consecutive calendar days thereafter. The CONTRACTOR further agrees to pay, as liquidated damages, the sum of **($250.00) Two hundred fifty dollars and zero cents** for each consecutive calendar day thereafter as hereinafter provided in Paragraph 19 of the General Conditions.

The OWNER agrees to pay the CONTRACTOR in current funds for the performance of the contract, subject to additions and deductions, as provided in the General Conditions of the contract, and to make payments on account thereof as provided in Paragraph 25, "Payments to Contractor", of the General Conditions.

IN WITNESS WHEREOF, the parties to these presents have executed this contract in four (4) counterparts,

each of which shall be deemed an original, in year and day first above mentioned.

_____
Name of Signatory
Name of Firm

Name of Firm:_____

Address: _____
_____

Federal I.D./S.S.:_____

STATE OF TEXAS '
'
COUNTY OF HIDALGO '

This instrument was acknowledged before me on this the __ day of _____, 20_____,

by _____, _____ of and on behalf of _____.
(title) (a corporation) (a partnership) (an individual)

_____
Notary Public - Signature

WITNESS:

URBAN COUNTY PROGRAM

_____

_____
Diana R. Serna , Director
Urban County Program

APPROVED AS TO FORM
Atlas, Hall & Rodriguez
By: Stephen L. Crain
Date: July 12, 2012

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 9/14/2015

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.

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PRODUCER
TCOR Management
396 N. Seguin Ave
New Braunfels TX 78130

CONTACT NAME: Maria Zenkner
PHONE (A/C, No, Ext): (830)387-7019 FAX (A/C, No): (830)387-7022
E-MAIL ADDRESS: change@tcormanagement.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Texas Mutual Insurance	22945
INSURER B : Colony Insurance Company	
INSURER C : Knight Specialty Insurance Co.	
INSURER D : Union Standard Insurance Group	
INSURER E :	
INSURER F :	

INSURED
OG Construction Co LLC
222 W University Dr
Edinburg TX 78539-3301

COVERAGES CERTIFICATE NUMBER: CL1552806722 REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
B	GENERAL LIABILITY X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR X $2,500 Deductible GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO-JECT LOC			103GL000978700	05/15/2015	08/29/2016	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 50,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
D	AUTOMOBILE LIABILITY X ANY AUTO ALL OWNED AUTOS / SCHEDULED AUTOS HIRED AUTOS / NON-OWNED AUTOS X Physical Damage / Scheduled Autos			CAA4695484	07/02/2015	07/02/2016	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
C	X UMBRELLA LIAB X OCCUR EXCESS LIAB / CLAIMS-MADE DED / RETENTION $			KSVENX152230200	05/15/2015	08/29/2016	EACH OCCURRENCE AGGREGATE Products/Completed Oprs	$ 1,000,000 $ 1,000,000 $ 1,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N: Y (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		TSF0001183268	8/29/2015	8/29/2016	X WC STATU-TORY LIMITS / OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

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The General Liability and Workers Compensation policies include a blanket automatic waiver of subrogation endorsement that provides this feature only when there is a written contract between the named insured and the certificate holder that requires it.

CERTIFICATE HOLDER

brandy.salinas@co.hidalgo.

Hidalgo County
2802 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

Rick Dudney/RANGEM

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COMMENTS/REMARKS

The General Liability policy contains a special provision with “Primary and Noncontributory” wording.

The Umbrella Policy follows form

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AI-52422 **Urban County** **14. D.**

CC - REGULAR

Meeting Date: 12/01/2015

Submitted For: Olga Lerma, URBAN COUNTY **Submitted By:** Olga Lerma, URBAN COUNTY

Department: URBAN COUNTY

Information

CAPTION

Requesting authorization to amend the Subrecipient agreement with the Boys & Girls Club of Mission Inc., under the Community Development Block Grant (CDBG) Program for PY 2015.

BACKGROUND

The Urban County Program needs to amend the Subrecipient contract agreement with the Boys & Girls Club of Mission Inc., under the Community Development Block Grant (CDBG) Program for PY 2015. This amendment will not change the existing current budget, but will modify Exhibit A, to show the eligible project service location as being Jessie Jenson Elementary School. The original agreement was approved as to form by Atlas, Hall and Rodriguez, LPP on 07-07-2015.

Fiscal Impact

Attachments

Boys & Girls Club of Mission Agreement

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	11/24/2015 03:07 PM
Purchasing Department	Monica Badillo	11/25/2015 03:08 PM
Form Started By: Olga Lerma		Started On: 11/24/2015 01:52 PM
Final Approval Date: 11/25/2015		

STATE OFTEXAS §
§
COUNTY OF HIDALGO §

FIRST AMENDMENT TO AGREEMENT BETWEEN COUNTY OF HIDALGO AND BOYS & GIRLS CLUB OF MISSION, INC. FOR COMMUNIITY DEVELOPMENT BLOCK GRANT (CDBG)

This First Amendment to Agreement between County of Hidalgo and the Boys & Girls Club of Mission, Inc. for Community Development Block Grant (CDBG) funding is made by and between County of Hidalgo ("County") and the Boys & Girls Club of Mission, Inc. ("Subrecipient") effective the date last indicated below.

WHEREAS, County and Subrecipient entered into that certain Agreement CDBG dated July 7, 2015 for Community Development Block Grant (CDBG) funds (the "Agreement"); and

WHEREAS, the parties desire to amend the project service location as hereinafter provided.

NOW THEREFORE, for and in consideration of the mutual obligations herein by the parties and other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, and this mutually agreed upon First Amendment to the Agreement, County and Subrecipient hereby agree to the following amendment to the Agreement: 1.

1. Section VII of Exhibit A Statement of Work Precinct No. 3 is deleted in its entirety and the following shall be inserted in lieu thereof:

   Section VII List all locations (physical address) where the funded service(s) will be provided: Jessie Jensen Elementary School 501 N. Glasscock Blvd., Alton, Texas 78572.

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

EXECUTED IN DUPLICATE ORIGINALS and this ____ day of _____ 2015.

Approved as to form: 11/10/2015
Atlas, Hall & Rodriguez, LLC
By: Steve L. Crain

COUNTY OF HIDALGO acting by and through its URBAN COUNTY PROGRAM

By: _____
Diana R. Serna, Director

SUBRECIPIENT: BOYS & GIRLS CLUB OF MISSION, INC.

By: _____
Luduvico Martinez

STATE OF TEXAS §

COUNTYOFHIDALGO §

Diana R. Serna, personally appeared before me and declared that she signed this agreement in the capacity designated, if any, and further states she has read the above agreement, and the statements contained therein contained are true.

Subscribed and sworn before me this _____day of _____, 2015.

_____
Notary for State of Texas

STATE OF TEXAS §

COUNTYOFHIDALGO §

Ludivico Martinez, personally appeared before me and declared that he signed this agreement in the capacity designated, if any, and further states he has read the above agreement, and the statements contained therein contained are true.

Subscribed and sworn before me this _____day of _____, 2015.

_____
Notary for State of Texas

AI-52295 **Urban County** **14. E.**

CC - REGULAR

Meeting Date: 12/01/2015

Submitted For: Olga Lerma, URBAN COUNTY

Submitted By: Olga Lerma, URBAN COUNTY

Department: URBAN COUNTY

Information

CAPTION

Urban County Program on behalf of the City of Mercedes is requesting authority to purchase fire station equipment (hoses) for the Mercedes Fire Department. Purchase will be made from Casco Industries, Inc. (contract # 432-13) an approved vendor through Hidalgo County's membership and participation with Buyboard. The total amount of purchase is $10,485.00 (quote attached) funded thru UCP FY 28 (2015) Mercedes – Fire Station/Equipment line item and city funds.

BACKGROUND

The fire station/equipment (hoses) purchased will be utilized at the Mercedes Fire Department. See attached quote and back up documentation.

Vendor: **Casco Industries, Inc.**
Purchase Amount: **$10,485.00**

Funds Available: $10,000.00 FY 28 (2015) Fire Station/Equipment
$ 485.00 City of Mercedes funds
Total Funds: $10,485.00

Fiscal Impact

Attachments

City of Mercedes Price proposal/Quote

Form Review

Inbox	Reviewed By	Date

Budget & Management	Veronica Ortiz	11/18/2015 09:48 AM
Purchasing Department	Monica Badillo	11/25/2015 03:08 PM

Form Started By: Olga Lerma Started On: 11/13/2015 05:01 PM

Final Approval Date: 11/25/2015

COUNTY OF HIDALGO - URBAN COUNTY PROGRAM

Price Proposal Form

Price Proposal Form must be submitted to Urban County for pre-approval prior to the purchase. Use additional forms as needed.

Name Of Cooperative: Buy Board Person Contacted: Bob Yancy
Name: Casco Contract #: 432-13 Phone: 281-443-0999

Item #	Description of Items	Quantity	List Price Per Unit	COOP Price Per Unit	Total Amount
1	Hose, 3"x50' Yellow Nylon	33	488.33	268.10	8,847.30
2	Hose, 1.5"x50' Blue Nylon	10	233.96	163.77	1,637.70
3					0.00
4					0.00
5					0.00
6					0.00
7					0.00
8					0.00
9					0.00
10					0.00
11					0.00
12					0.00
13					0.00
14					0.00
15					0.00
16					0.00
17					0.00
18					0.00
19					0.00
20					0.00
21					0.00
22					0.00
23					0.00
24					0.00
25					0.00
26	Subtotal				10,485.00
	Freight				**0.00**
				TOTAL	**10,485.00**

Recommendation: The City recommends purchase of the Hoses from Casco Industries, Inc. for the Fire Department. Pricing has been verified through Buy Board.

Requested By: Olga Rosas 11/06/2015 (USE BLUE INK Date) **UCP Deputy** (USE BLUE INK) 11/10/15 Date

Gmail by Google

Olga Rosas <orosas@cityofmercedes.com>

Hose Quote

Monica Leal <monica.leal@co.hidalgo.tx.us> Mon, Oct 19, 2015 at 10:06 AM

To: Olga Rosas <orosas@cityofmercedes.com>

Good morning Olga,

I have completed my verification the the quote submitted by Casco. Please proceed with submitting all necessary documentation and check on overages for CCC approval. See attached price verification.

Thank you,

Monica Leal

From: "Olga Rosas" <orosas@cityofmercedes.com>
To: "Monica Leal" <monica.leal@co.hidalgo.tx.us>
Sent: Tuesday, October 13, 2015 3:46:56 PM
Subject: Fwd: Hose Quote
[Quoted text hidden]

201510190949.pdf
1030K

Casco INDUSTRIES, INC.
Fire Equipment Sales & Service
Providing Protection for those Who Protect Us since 1950
1920 Rankin Road, Suite 155 Houston, Texas 77073
281-443-0999 Office 281-443-0858 Fax

RECEIVED
NOV - 6 2015
URBAN COUNTY PROGRAM

QUOTATION

To: MERCEDES FD **Attn: JAIME GARCIA** **Fax:** **E-Mail: jgarcia@cityofmercedes.net**	**Ship to:** Same **BUY-BOARD #432-13**

Date	Quoted By	Date Expected	Ship Via	F.O.B.	Terms
10/13/15	BOB YANCY		Best Way	DESTINATION	NET 30 Days

Qty	Description	List Price	Unit Price	Total
33	NAF-DB3X50YEN HOSE, 3" X 50' YELLOW NYLON	488.33	268.10	8,847.30
10	NAF-DB15X50BEN HOSE, 1.5" X 50' BLUE NYLON	233.96	163.77	1,637.70

Sub Total	**$10,485.00**
Shipping	**NONE**
TOTAL	**$10,485.00**

BOB YANCY / Sales Representative
byancy@cascoindustries.com

AMERICA'S FINEST PRODUCTS

NORTH AMERICAN FIRE HOSE CORPORATION

The difference is... *your* margin of safety.

ULTRA-SHIELD STANDARD WITH THE FOLLOWING CONSTRUCTIONS:

DURA-BUILT 800; DURA-FLOW 800; TRI-FLOW 600 LDH; DURA-BUILT 600 LDH; DURATTACK 1000

(Y) YELLOW (R) RED (O) ORANGE (T) TAN (W) WHITE (B) BLUE (G) GREEN (K) BLACK (V) PURPLE (S) PINK

DURA-BUILT 800™ - EPDM Rubber Lining/Nylon 6-6 Jacket

DIAMETER	BOWL SIZE	PRICE PER FOOT UNCOUPLED	PART NUMBER ALUMINUM NST	50' coupled NET PRICE	PART NUMBER ALUMINUM NST	100' coupled NET PRICE
1"	1-7/16"	$4.59	DB1X50_EN	$262.65	DB1X100_EN	$493.43
1½"	1-15/16"	$4.05	DB15X50_EN	$233.96	DB15X100_EN	$443.06
1¾"	2-1/8"	$4.31	DB175X50_EN	$262.65	DB175X100_EN	$472.39
2"	2-7/16"	$5.66	DB2X50_15EN-3PT	$342.34	DB2X100_15EN-3PT	$623.48
2½"	3"	$5.87	DB25X50_EN	$342.34	DB25X100_EN	$647.70
3"	3-17/32"	$7.17	DB3X50_EN	$488.33	DB3X100_EN	$819.83

DURA-FLOW 800™ - Polyurethane (TPU) Lining/Nylon 6-6 Jacket

DIAMETER	BOWL SIZE	PRICE PER FOOT UNCOUPLED	PART NUMBER ALUMINUM NST	50' coupled NET PRICE	PART NUMBER ALUMINUM NST	100' coupled NET PRICE
1"	1-7/16"	$4.72	DF1X50_EN	$276.04	DF1X100_EN	$506.81
1½"	1-15/16"	$4.11	DF15X50_EN	$244.16	DF15X100_EN	$445.61
1¾"	2-1/8"	$4.67	DF175X50_EN	$279.86	DF175X100_EN	$506.81
2"	2-7/16"	$6.99	DF2X50_15EN-5PT	$474.94	DF2X100_15EN-5PT	$793.05
2½"	3"	$6.04	DF25X50_EN	$357.00	DF25X100_EN	$666.19
3"	3-17/32"	$7.75	DF3X50_EN	$513.19	DF3X100_EN	$881.03

TRI-FLOW 600 LDH™ - Polyurethane (TPU) Lining/Nylon 6-6 Jacket

DIAMETER	BOWL SIZE	PRICE PER FOOT UNCOUPLED	PART NUMBER ALUMINUM NST	50' coupled NET PRICE	PART NUMBER ALUMINUM NST	100' coupled NET PRICE
4"	4-17/32"	$12.42	TF4X50_4EN	$915.45	TF4X100_4EN	$1,456.05
5"	5-15/32"	$13.34	TF5X50_5EN	$1,180.65	TF5X100_5EN	$1,737.19
DIAMETER	BOWL SIZE	PRICE PER FOOT UNCOUPLED	PART NUMBER RED HEAD R/A STORZ	50' coupled NET PRICE	PART NUMBER RED HEAD R/A STORZ	100' coupled NET PRICE
4"	4-17/32"	$12.42	TF4X50_RS	$872.74	TF4X100_RS	$1,416.53
5"	5-15/32"	$13.34	TF5X50_RS	$997.69	TF5X100_RS	$1,649.85

DURA-BUILT 600 LDH™ - EPDM Rubber Lining/Nylon 6-6 Jacket

DIAMETER	BOWL SIZE	PRICE PER FOOT UNCOUPLED	PART NUMBER ALUMINUM NST	50' coupled NET PRICE	PART NUMBER ALUMINUM NST	100' coupled NET PRICE
4"	4-17/32"	$12.80	DB4X50_4EN	$941.59	DB4X100_4EN	$1,551.68
5"	5-15/32"	$14.08	DB5X50_5EN	$1,034.66	DB5X100_5EN	$1,711.05
DIAMETER	BOWL SIZE	PRICE PER FOOT UNCOUPLED	PART NUMBER RED HEAD R/A STORZ	50' coupled NET PRICE	PART NUMBER RED HEAD R/A STORZ	100' coupled NET PRICE
4"	4-17/32"	$12.80	DB4X50_RS	$941.59	DB4X100_RS	$1,551.68
5"	5-15/32"	$14.08	DB5X50_RS	$1,074.19	DB5X100_RS	$1,750.58

ATTACK-FORCE 1000™ - Green Poly-cord with White Stripe and Nitrile rubber through-the-weave lining

DIAMETER	BOWL SIZE	PRICE PER FOOT UNCOUPLED	PART NUMBER ALUMINUM NST	50' coupled NET PRICE	PART NUMBER ALUMINUM NST	100' coupled NET PRICE
1¾"	2-1/8"	$11.35	AF175X50N	$617.10	AF175X100EN	$1,183.20
2½"	3"	$15.33	AF25X50EN	$856.80	AF25X100EN	$1,602.68

DURATTACK 1000™ - Nylon 6-6 Outer Jacket with Nitrile rubber through-the-weave lining

DIAMETER	BOWL SIZE	PRICE PER FOOT UNCOUPLED	PART NUMBER ALUMINUM NST	50' coupled NET PRICE	PART NUMBER ALUMINUM NST	100' coupled NET PRICE
1¾"	2-1/8"	$9.95	DT175X50_EN	$555.90	DT175X100_EN	$1,039.76
2½"	3"	$15.48	DT25X50_EN	$842.14	DT25X100_EN	$1,617.98

POLY-TUFF 1200™ - EPDM Rubber Lining/Polyester Jacket

DIAMETER	BOWL SIZE	PRICE PER FOOT UNCOUPLED	PART NUMBER ALUMINUM NST	50' coupled NET PRICE	PART NUMBER ALUMINUM NST	100' coupled NET PRICE
2½"	3"	$11.93	PH25X50GEN	$576.30	N/A	N/A

Couplings:

Please inquire for pricing:

- *Special couplings
- *Color Coated Couplings
- *Special threaded couplings
- *Coupling stamping/laser engraving

Hose stencil:

- *Includes standard stenciling of hose per NFPA 1961
- *No charge for maximum of 2 places on hose (ea end) with maximum number of characters to be 25 at each end
- *Special stencil of 2" letters to be an additional charge of $5.00 per length
- *Circumvential stripes are considered special stencil at additional $10.00 per length

Phone: 800-695-2919
Fax: 800-211-5454
Email: info@buyboard.com

Search Results

Search:

- (•) All
- ( ) Vendor Discounts Only
- ( ) Catalog Pricing Only

Refine Your Search:

Vendors
Casco Industries, Inc.[X]
Price Range
Show all prices
Category
None Selected
Contract
None selected

Show 25 results

Narrow Results:

Vendor	Description	Pr
Casco Industries, Inc.	10% Discount Off MSA pricelist (10% discount off MSA Pricelist for Parts, 30% discount off MSA Pricelist for Equipment) for Breathing Apparatus	P
Casco Industries, Inc.	10% Discount Off Bauer pricelist for all Other Fire House Equipment and Supplies	
Casco Industries, Inc.	30% Discount Off North America pricelist for Fire Hoses and Nozzles	P

Extended Product Information

Full Description: 30% Discount Off North America pricelist for Fire Hoses and Nozzles

Showing 26 to 28 of 28 entries

First Previous 1 2 Next Last

Additional Searches:

Search by Vendor

Browse Contracts

Instructional Materials

Search:

All
Vendor Discounts Only
Catalog Pricing Only

Refine Your Search:

Vendors
Casco Industries, Inc.[X]
Price Range
Show all prices
Category
None Selected
Contract
None selected

Additional Searches:

Search by Vendor

Browse Contracts

Additional Resources

Vendor Contract Information

Back

Vendor Name:	Casco Industries, Inc.
Address:	607 West 62 Street Shreveport, LA 71106
Phone Number:	(903) 235-3127
Email:	david@cascoindustries.com
Federal ID:	72-0698936
Contact:	David Stewart
Accepts RFQs:	Yes
Minority Owned Vendor:	No
Women Owned Vendor:	No
Contract Name:	Public Safety & Fire House Supplies & Equipment
Contract#:	432-13
Effective Date:	04/01/2014
Expiration Date:	03/31/2017
Payment Terms:	Net 30 days
Delivery Days:	60
Shipping Terms:	Pre-paid and added to invoice
Freight Terms:	FOB Destination
Ship Via:	Common Carrier
Region Served:	All Texas Regions
States Served:	Arkansas, Colorado, Louisiana, New Mexico, Oklahoma, Texas
Quote Reference Number:	432-13
Return Policy:	Must call for RGA within 10 days of order receipt

Contract Documents

Proposal Documents:	Click to view BuyBoard Proposal Documents
Regulatory Notice:	Click to view Bonding Regulatory Notice

city of **mercedes**

It Starts Here!

MEMO

TO: **Monica Leal, UCP Coordinator**

FROM: **Olga Rosas, Grants Coord.** OR

DATE: **November 6, 2015**

RE: **Fire Station/Equipment – Mercedes Fire Station**

Attached please find a Price Proposal Form, Quote, Price verification and approval through Buy Board, and Vendor Contract Information for Casco Industries, Inc. The Mercedes Fire Station is purchasing hoses utilizing the UC FY 28 (2015) funds in the amount of $10,000 the cost overrun is being covered by the City's general fund (see check #4870 attached). Please review documentation and upon approval and issuance of a purchase order, please forward a copy of the purchase order generated to make the purchase.

Should you have any questions or require further documentation, please contact me at (956) 565-3114, Ext. 129. Thank you.

RECEIVED
NOV - 6 2015
URBAN COUNTY PROGRAM

(956) 565-3114 400 So. Ohio Ave. P.O. Box 837 Mercedes, Texas 78570

CITY OF MERCEDES
POOLED CASH
400 SOUTH OHIO
MERCEDES, TEXAS 78570

TEXAS NATIONAL BANK
MERCEDES, TEXAS

88-2012/1149

4870

DATE 10/29/2015

AMOUNT ******485.00

WZ4194796 09-14

PAY ---- FOUR HUNDRED EIGHTY FIVE & 00/100 DOLLARS ----

TO THE ORDER OF
** URBAN COUNTY PROGRAM **
427 E DURANTA, STE 107
ALAMO, TX 78516

Henry Munoz
Jose M. Bonilla
MP

SECURITY FEATURES INCLUDED. DETAILS ON BACK.

⑈004870⑈ ⑆114920128⑆ 015000180⑧⑈

CITY OF MERCEDES • POOLED CASH ACCOUNT

4870

99-04229 ** URBAN COUNTY PROGRAM **

004870 10/29/2015

DATE	I.D.	PO #	DESCRIPTION	AMOUNT
10/26/2015	10262015		MINOR TOOLS	485.00
	CDBG FUNDING LEVERAGED BY THE CITY FOR THE PURCHASE OF HOSES FOR THE MERCEDES FIRE STATION			

CHECK TOTAL 485.00

AI-52255 **Head Start** **16. A.**

CC - REGULAR

Meeting Date: 12/01/2015

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 Edcouch-Elsa Independent School District

BACKGROUND

Policy Council Approval: 11.18.15

Fiscal Impact

Attachments

MOU with Edcouch-Elsa ISD

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	11/12/2015 12:04 PM
Purchasing Department	Monica Badillo	11/25/2015 03:08 PM
Form Started By: Linda Galaviz		Started On: 11/12/2015 09:59 AM
Final Approval Date: 11/25/2015		

Hidalgo County Head Start Program
Policy Council Agenda

DATE: November 18, 2015

SUBJECT: Presentation for Discussion, Consideration and Approval to Enter into a Memorandum of Understanding (MOU) Between Hidalgo County Head Start Program and Edcouch-Elsa Independent School District

RATIONALE/NEED: The memorandum of Understanding (MOU) is to collaborate with the Edcouch-Elsa Independent School District to deliver services to Head Start Children and families. This partnership includes services of early childhood state certified teachers to address school readiness.

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

EXECUTIVE DIRECTOR'S APPROVAL: Teresa Lares

Ambrosio Tovar

From: Steve Crain <scrain@atlashall.com>
Sent: Tuesday, November 10, 2015 3:57 PM
To: 'Ambrosio Tovar'
Subject: RE: EEISD TLI MOU

The MOU is fine.

From: Ambrosio Tovar [mailto:ambrosio.tovar@hchsp.org]
Sent: Tuesday, November 10, 2015 3:06 PM
To: scrain@atlashall.com
Subject: EEISD TLI MOU

Mr. Crain,

Here is the MOU for EEISD with the corrections.

Please approve the form so we may place this on our next C.C. agenda.

Thank you.

Memorandum of Understanding Between
Edcouch-Elsa Independent School District and the
Hidalgo County Head Start Program
2015-2016

Purpose:

This collaborative partnership establishes an agreement between **Hidalgo County Head Start Program (HCHSP) and the Edcouch-Elsa Independent School District (EEISD)** to provide Head Start services to age and income eligible pre-K children as per the guidelines established by the Department of Health and Human Services (DHHS) and Texas Education Agency (TEA). The intentions are to collaboratively develop and foster a cohesive partnership to provide a high quality early childhood program for children and their families; to ensure that each Agency assumes the responsibility to communicate with the other and share leadership responsibilities to maximize resources; and to ensure that these collaboration arrangements between **EEISD** and **HCHSP** are developed, implemented, and reviewed annually to improve quality of services.

HCHSP is a governmental entity under the auspices of Hidalgo County. **EEISD** is a public education institution of the state of Texas. **HCHSP** and **EEISD** each have Boards of Directors (Hidalgo County Head Start Policy Council, Hidalgo County Commissioners' Court and Edcouch ISD Board of Trustees) established per applicable statues and local ordinances and/or procedures, which operate within the scope of their defined duties. Each Board has received information regarding the nature and scope of the proposed partnership and have, approved the partnership and granted signatory authority to the individual designated as authorized to bind their respective organizations. Signatory authorities are listed on the end of this agreement. Each designee shall ensure that their respective Board of Directors are informed of the various aspects and elements of this partnership agreement signature page.

The terms and conditions set forth in the following document shall constitute the entire agreement between **EEISD** and **HCHSP** and may not be amended except by a written document signed by both entities.

Days and Hours of Operation:

Days of operation shall not be less than one-hundred seventy-two (172) days, during the months of August through May. The daily operations will be from 7:45 am to 5:15 pm.

Center Site:

The name and addresses of the **HCHCP** site that will be serviced by **EEISD**:

Edcouch Head Start
201 N. Yellow Jacket Drive
Elsa, Texas 78538

Term:

The Term of this Memorandum of Understanding is for one (1) year commencing August 10, 2015 and ending July 31, 2016. Hidalgo County Head Start shall have the option of renewal to extend the term of the MOU hereof, commencing on the first day of July 2016, for a term or other terms as may be subsequently agreed to upon by both parties.

Edcouch-Elsa Responsibilities:

EEISD will provide appropriate educational and supportive services to ensure children and families are school ready. **EEISD** shall comply with and provide in a satisfactory manner as outlined in the Head Start Performance Standards, the Head Start Act of 2007, guidance from the Office of Heat Start (OHS), OMB circulars and as applicable either the Texas Education Agency (TEA), United States Department of Agriculture (USDA), or the Texas Department of Family and Protective Services (TDFPS) Childcare Licensing Regulations.

Program Description:

Eligible children are 3 or 4 year olds as of September 1, 2015, will be dual-enrolled and served by **EEISD** and **HCHSP**. Collaboratively, the **HCHSP** children will receive 3 hours of instruction in cognitive development by a certified **EEISD** funded **School Readiness Integration (SRI) teacher** in the classrooms.

Partnership Responsibilities:

A. EEISD agrees to:

a. Assist the Program in the identification of eligible 3 and 4 year old children at the beginning of each school year in an annual round-up.
b. Address transition for those children exiting Hidalgo County Head Start program (HCHSP) and enrolling with EEISD.
c. Provide in-service training for staff and parents in order to provide the continuity of services deemed necessary by both parties.
d. Provide on-site services when deemed appropriate.
e. Provide District staff for consultations and site visits.
f. Provide five (5) certified teachers in early childhood.
g. Provide technical assistance for classrooms as needed.
h. Provide assistance for identification of special needs children.
i. Provide a substitute when the EEISD employee is absent from duty to replace the teacher(s).
j. Attend meeting between EEISD and the HCHSP administration to be held at least three (3) times during the year; fall, spring, and early summer to review the partnership agreement, curriculum, and assessment data.
k. Provide parent training information/parent volunteers.
l. Provide any other materials that are needed to provide a quality education.

B. **EEISD staff will:**

a. Follow the dress code policy of HCHSP and EEISD.
b. Attend the HCHSP staff meetings at least two (2) times per school year.
c. Co-teach with the HCHSP staff assigned to the Head Start classroom taking equal responsibility for lesson plans, daily preparation and instruction to the students.
d. Provide technical support to all classrooms and make sure that computers are working appropriately.
e. Provide cognitive instruction three (3) hours in the morning and three (3) hours in the afternoon.
f. Provide the necessary paperwork for EEISD staff to comply with the child care licensing (i.e.; teacher certification, results of criminal background check, TB test results, CPR training, and food handling services).
g. Coordinate efforts between HCHSP and District calendars.
h. Provide state approved curriculum and any other materials that are needed to provide a quality education.

C. **HCHSP** will:

a. Coordinate efforts with **EEISD** to identify children with special needs and follow the **EEISD** referral process for identification and services.
b. Identify personnel who will attend the ARDs conducted by **EEISD**.
c. Assist with the distribution, completion, and submission of the required **EEISD** student enrollment documents within the first week of a child's enrollment.
d. Coordinate with district staff to transition children to the Edcouch-Elsa public schools at the end of each school year.
e. Provide assistance with daily attendance reporting.
f. Provide information concerning implementation of the integration of services as requested by designated district personnel.
g. Provide a designated space to store instructional materials.
h. Meet monthly or as needed with the designated **EEISD** personnel.
i. Schedule a time for the **HCHSP** teacher and **EEISD** teacher plan weekly to implement a high quality early childhood instruction and prevent a duplication of efforts.
j. Ensure that the classroom size meets the adult/child ratio as required by state and federal standards.
k. Finance program operations based on the **HCHSP** grant.

D. Collaboratively **EEISD** and **HCHSP** will:

a. Implement an early childhood program utilizing best early childhood practices.
b. Coordinate and collaborate to plan for instruction, share resources and intensify services to meet the needs of eligible four year old (Pre-K children) and three year old children.
c. Schedule a weekly planning time for lesson planning and preparation.
d. Share information on upcoming workshops and conferences on Early Childhood and Head Start.
e. Develop a Collaboration Guide which details the partnership and its daily operation.
f. Review program operations to avoid duplication of efforts.
g. Meet on a regular basis to discuss the progress of the collaboration.

h. Perform children's assessment and evaluation, and collaborative program evaluation, to meet **EEISD** and **HCHSP** requirements.
i. Analyze and share data for program planning and improvement.
j. Work together to meet attendance goal.
k. Inform all stakeholders of the collaboration and Memorandum of Understanding (MOU).
l. Provide family services, parent engagement activities and home visits.
m. Embrace and support the collaboration efforts of the Texas School Ready! Project.
n. Support all events which promote the partnership.
o. Organize, plan and develop a plan to sustain the partnership and promote a collaborative culture.

Transportation Services:

Assigned **EEISD** teachers will travel to **HCHSP** sites and provide instruction to students at such locations.

General Conditions:

1. This Agreement shall not serve to create a principal agent relationship, partnership or joint venture between the parties hereto, nor does it authorize either party to serve as the legal representative or agent of the other. Neither party shall have any right or authority to assume, create, or incur any liability or any obligation of any kind, expressed or implied or in the name of or on behalf of the other party, except as agreed in this MOU.
2. It is expressly understood and agreed that, in the execution of the agreement, **EEISD** and any other governmental entities named herein do not waive, nor shall be deemed hereby to waive, any immunity or defense that would otherwise be available to it against claims arising in the exercise of governmental powers and functions.
3. Each party, at their own expense, shall provide and maintain, during the term of this agreement, insurance, with our without retention, or self-insurance program, which shall provide general liability coverage for liability, property damage, and bodily injury.
4. This Agreement is made in Hidalgo County, Texas and shall constitute the complete understanding of Edcouch-Elsa ISD and **HCHSP,** and may not be modified in any manner without the express written consent of all parties.
    - Notwithstanding those rules and regulations or standards set by both laws and regulatory agencies, the parties agree that if a dispute arises related to this MOU, the parties will not be required to submit the dispute to arbitration, but to non-binding mediation in Hidalgo County, Texas.
    - This Memorandum of understanding is performable in Hidalgo County, Texas.
5. Either party may terminate this Agreement, with or without cause by providing 30 days written notice to the other party.
6. Each party shall, to the extent allowed by law, hold harmless and indemnify the other party on claims or losses sustained by individuals directly or indirectly involved with performance of services in connection with this Agreement.

Insurance:

At all times during the term of this Memorandum of Understanding (MOU), **HCHSP** and **EEISD** 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. **HCHSP** and **EEISD** agree 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

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, **HCHSP** will and does hereby agree to indemnify, protect, defend **EEISD** with counsel approved by **EEISD** Board, and hold harmless **EEISD** and their respective elected officials, employees, representatives and agents (collectively "**EEISD 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 "**EEISD Claims**") by any person or entity, arising out of, caused by, or resulting from **HCHS'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 **HCHSP or HCHSP's** employees or anyone directly employed by **HCHSP** or anyone for whose acts **HCHSP** may be liable. The provisions of this section will not be construed to eliminate or reduce any other indemnification or right which any **EEISD** 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, **EEISD** will and does hereby agree to indemnify, protect, defend **HCHSP** and **Hidalgo County** with counsel approved by **HCHSP** and **Hidalgo County**, and hold harmless **HCHSP** and **Hidalgo County**, and their respective elected officials, officers, directors, attorneys, employees, representatives and agents (collectively "**HCHSP 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 "**HCHSP Claims**") by any person or entity, arising out of, caused by, or resulting from **EEISD'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 **EEISD or EEISD's** employees or anyone directly employed by the **EEISD** or anyone for whose acts the **EEISD** may be liable. The provisions of this Section will not be construed to eliminate or reduce any other indemnification or right which any **HCHSP** Indemnitee has by law or equity. All parties will be entitled to be represented by counsel at their own expense.

The below signed authorities agree to the statements in this document in order to develop a strong collaboration and an open communication system at all levels which will enable both **EEISD** and **HCHSP** to provide the children the best services available.

Edcouch- Elsa Independent School District

_____ _____

Dr. Richard Rivera, Superintendent of Schools Date

Hidalgo County Head Start Program

_____ _____

Honorable Ramon Garcia
Hidalgo County Judge

Teresa Flores, Executive Director
Hidalgo County Head Start Program

_____ _____

Date 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-52254 **Head Start** **16. B.**

CC - REGULAR

Meeting Date: 12/01/2015

Submitted For: Edmundo Garcia, HEAD START **Submitted By:** Linda Galaviz, HEAD START

Department: HEAD START

Information

CAPTION

Discussion/Approval on Request to Purchase Instructional Materials, Classroom/Teaching Supplies (Contract #487-15) Through the Hidalgo Hidalgo County's Membership/Participation with the Texas Association Of School Boards (TASB) Buyboard's Multiple Awarded Vendors for the Term of the TASB Contract Expiring on 10.31.18

1. Barnes & Noble Booksellers, Inc.
2. Discount School Supply
3. Gateway Printing & Office Supply, Inc.
4. Hatch, Inc.
5. Kaplan Early Learning Materials
6. Lakeshore Learning Materials
7. National Educational Systems, Inc.
8. Positive Promotions
9. School Specialty, Inc.

BACKGROUND

Policy Council Approval: 11.18.15

Fiscal Impact

Attachments

Purchase Instructional Supplies

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	11/12/2015 12:04 PM
Purchasing Department	Monica Badillo	11/25/2015 03:08 PM
Form Started By: Linda Galaviz		Started On: 11/12/2015 09:57 AM

Final Approval Date: 11/25/2015

Hidalgo County Head Start Program
Policy Council Agenda

DATE: November 18, 2015

SUBJECT: Discussion/Approval on Request to Purchase Instructional Materials, Classroom / Teaching Supplies (Contract#487-15) 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. Barnes & Noble Booksellers, Inc.
b. Discount School Supply
c. Gateway Printing & Office Supply, Inc.
d. Hatch, Inc.
e. Kaplan Early Learning Company
f. Lakeshore Learning Materials
g. National Educational Systems, Inc.
h. Positive Promotions
i. School Specialty, Inc.

RATIONALE/NEED: This contract would allow the purchasing of the lowest and best pre-bided prices on classroom/teaching supplies & equipment (as needed) under program/cooperative.

RECOMMENDATION: Administration recommends approval.

COST: Head Start (HHS-ACF) funds are available.

RELATED INFORMATION INCLUDED: Participant Info

* * * *

BUY BOARD CURRENT VENDORS
INSTRUCTIONAL MATERIALS, CLASSROOM / TEACHING SUPPLIES 487-15

Vendor	Address	City	State	Zip	Effective	Expiration
Barnes & Noble Booksellets, Inc.	122 Fifth Avenue	New York	NY	10011	11/1/2015	10/31/2018
Discount School Supply	2 Lower Ragsdale Dr. Suite 200	Monterrey	CA	93940	11/1/2015	10/31/2018
Gatway Prinitng & Office Suuply, Inc.	11889 Starcrest	San Antonio	TX	78247	11/1/2015	10/31/2018
Hatch, Inc.	301 N. Main St. Suite 101	Winston-Salem	NC	27101	11/1/2015	10/31/2018
Kaplan Early Learning Company	1310 Lewisville Clemmons Rd	Lewisville	NC	27023	11/1/2015	10/31/2018
Lakeshore Learning Materials	2695 E. Dominquez St.	Carson	CA	90895	11/1/2015	10/31/2018
National Educational Systems, Inc.	6333 De Zavala Road, Suite 106	San Antonio	TX	78249	11/1/2015	10/31/2018
Positive Promotions	15 Gilpin Ave.	Hauppauge	NY	11788	11/1/2015	10/31/2018
School Speciality, Inc.	PO Box 1579	Appleton	WI	54912	11/1/2015	10/31/2018

AI-52253 **Head Start** **16. C.**

CC - REGULAR

Meeting Date: 12/01/2015

Submitted For: Edmundo Garcia, HEAD START **Submitted By:** Linda Galaviz, HEAD START

Department: HEAD START

Information

CAPTION

Discussion/Approval on Request to Purchase Tires, Tubes, and Automotive Parts, Supplies and Equipment (Contract #470-14) Through the Hidalgo County's Membership/Participation with the Texas Association of School Board (TASB) Buyboard's Multiple Awarded Vendors for the Term of the TASB Contract Expiring on 11.30.17

1. Bill Bunton Auto Supply and Machine, Inc.
2. Burton Companies
3. Goodyear Commercial Tire & Service Center
4. Napa Auto Parts (McAllen)
5. O'Reilly Auto Parts

BACKGROUND

Policy Council Approval: 11.18.15

Fiscal Impact

Attachments

Purchase Tires, Tubes

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	11/12/2015 12:04 PM
Purchasing Department	Monica Badillo	11/25/2015 03:08 PM
Form Started By: Linda Galaviz		Started On: 11/12/2015 09:54 AM
Final Approval Date: 11/25/2015		

Hidalgo County Head Start Program
Policy Council Agenda

DATE: November 18, 2015

SUBJECT: Discussion/Approval on Request to Purchase Tires, Tubes, and Automotive Parts, Supplies and Equipment (Contract #470-14) 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 11/30/2017

a. Bill Bunton Auto Supply and Machine, Inc.
b. Burton Companies
c. GoodYear Commercial Tire & Service Center
d. Napa Auto Parts (McAllen)
e. O'Reilly Auto Parts

RATIONALE/NEED: This contract would allow the purchasing of the lowest and best pre-bided prices on tires and automotive parts, 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

REVIEWED BY: Mr. Edmundo Garcia, Assistant Director

EXECUTIVE DIRECTOR'S APPROVAL:_____

BUY BOARD CURRENT VENDORS
TIRES, TUBES, AND AUTOMOTIVE PARTS, SUPPLIES AND EQUIPMENT 470-14

Vendor	Address	City	State	Zip	Effective	Expiration
Bill Bunton Auto Supply and Machine, Inc.	1101 West 2nd St.	Mercedes	TX	78570	12/1/2014	11/30/2017
Burton Companies	529 E. Highway 83	Weslaco	TX	78596	12/1/2014	11/30/2017
Good Year Commercial Tire & Service Center	1000 South 21st Street	Fort Smith	AR	72901	12/1/2014	11/30/2017
Napa Auto Parts (McAllen)	3316 N. 23rd Street	McAllen	TX	78501	12/1/2014	11/30/2017
O'Reilly Auto Parts	233 S. Patterson	Springfield	MO	65802	12/1/2014	11/30/2017

AI-52251 **Head Start** **16. D.**

CC - REGULAR

Meeting Date: 12/01/2015

Submitted For: Edmundo Garcia, HEAD START **Submitted By:** Linda Galaviz, HEAD START

Department: HEAD START

Information

CAPTION

Discussion/Approval on Request to Purchase Office Supplies & Equipment (Contract #496-15)through the Hidalgo County's Membership/Participation with the Texas Association of School Board (TASB) Buyboard's Multiple Awarded Vendors for the Term of the TASB Contract Expiring on 10.31.18

1. Gateway Printing & Office Supply, Inc.
2. Gulf Coast Paper Company
3. School Specialty, Inc.
4. Staples Contract and Commercial, Inc.

BACKGROUND

Policy Council Approval: 11.18.15

Fiscal Impact

Attachments

Purchase Office Supplies

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	11/12/2015 12:04 PM
Purchasing Department	Monica Badillo	11/25/2015 03:08 PM
Form Started By: Linda Galaviz		Started On: 11/12/2015 09:49 AM
Final Approval Date: 11/25/2015		

Hidalgo County Head Start Program
Policy Council Agenda

DATE: November 18, 2015

SUBJECT: Discussion/Approval on Request to Purchase Office Supplies & Equipment (Contract# 496-15) 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. Gateway Printing & Office Supply, Inc.
b. Gulf Coast Paper Company
c. School Specialty, Inc.
d. Staples Contract and Commerical, Inc.

RATIONALE/NEED: This contract would allow the purchasing of the lowest and best pre-bided prices on Office 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

REVIEWED BY: Mr. Edmundo Garcia, Assistant Director

PROGRAM DIRECTOR'S APPROVAL: _____

BUY BOARD CURRENT VENDORS
OFFICE SUPPLIES & EQUIPMENT 496-15

Vendor	Address	City	State	Zip	Effective	Expiration
Gateway Printing & Office Supply, Inc.	11889 Starcrest	San Antonio	TX	78247	11/1/2015	10/31/2018
Gulf Coast Paper Company	1101 S. Padre Island Drive	Corpus Christi	TX	78416	11/1/2015	10/31/2018
School Speciality, Inc.	PO Box 1579	Appleton	WI	54912	11/1/2015	10/31/2018
Staples Contract & Commerical, Inc.	PO Box 83689	Chicago	Il	60696	11/1/2015	10/31/2018

AI-52250 **Head Start** **16. E.**

CC - REGULAR

Meeting Date: 12/01/2015

Submitted For: Edmundo Garcia, HEAD START **Submitted By:** Linda Galaviz, HEAD START

Department: HEAD START

Information

CAPTION

Discussion/Approval to Revise the Hidalgo County Head Start Program Area Distribution 2015-2016

BACKGROUND

Policy Council Approval: 11.18.15

Fiscal Impact

Attachments

Revise Area Distribution

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	11/12/2015 12:04 PM
Purchasing Department	Monica Badillo	11/25/2015 03:08 PM
Form Started By: Linda Galaviz		Started On: 11/12/2015 09:47 AM
Final Approval Date: 11/25/2015		

Hidalgo County Head Start Program

Policy Council Regular Agenda

DATE: November 18, 2015

SUBJECT: Discussion/Approval to Revise the Hidalgo Head Start Program Area Distribution for 2015-2016

RATIONALE/NEED: The Hidalgo County Head Start Program Area Distribution reflects the following changes; two (2) centers name changes and six (6) centers with changes in the number of enrollment. These changes do not affect the total enrollment; the total enrollment of three-thousand six-hundred ninety (3,690) children will remain the same.

RECOMMENDATION: Administration recommends approval.

COST: None

RELATED INFORMATION INCLUDES: Current with Revisions and Revised 2015-2016 Area Distributions

****

INITIATED BY: Nora S. Munoz, Assistant Director for Programmatic Services

REVIEWED BY: Teresa Flores, Executive Director

EXECUTIVE DIRECTOR'S APPROVAL: Teresa Flores

Hidalgo County Head Start Program

Area Distribution 2015 - 2016

Current with Revisions

Number of Centers: 41 Number of Classrooms: 195	Number of Children: 3690 Number of Center Managers: 37	Number of Facilitators: 8 Number of Support Service Assistants: 76

Area 1			Area 2		
Center	# of Classrooms	# of Children	Center	# of Classrooms	# of Children
LA JOYA	4	80	AUSTIN(A-1)	7	137
PALMVIEW II	8	157	MCALLEN IV	3	51
PALMVIEW III	6	114	MCALLEN VI	3	51
SULLIVAN	5	94	MISSION I	4	71
WESTERN ROAD	3	57	MISSION II	7	~~128~~ 132
ALTON	5	100	MISSION III	3	51
			MISSION IV	3	~~57~~ 58
			HIDALGO	3	51
TOTAL:	31	602	TOTAL:	33	~~597~~ 602

Area 3			Area 4		
Center	# of Classrooms	# of Children	Center	# of Classrooms	# of Children
MCALLEN V	5	~~97~~ 98	ALAMO	6	111
LAS MILPAS I	5	97	FARIAS	7	128
EDINBURG II	2	34	DONNA II	3	60
PHARR	5	94	DONNA IV	2	33
LONGORIA	5	97	SAN JUAN I	3	54
PALACIOS	9	~~168~~ 158	SAN JUAN II	7	137
~~UTPA~~ UTRGV	2	34	SAN CARLOS	4	80
TOTAL:	33	~~621~~ 612	TOTAL:	32	603

Area 5			Area 6		
Center	# of Classrooms	# of Children	Center	# of Classrooms	# of Children
DONNA I	7	136	EDCOUCH	10	194
LA HERENCIA	3	51	EDINBURG I	3	57
MERCEDES I	6	~~117~~ 119	EDINBURG III	3	51
~~MERCEDES II~~ (LA ESTANCIA)	2	34	EDINBURG IV	10	~~194~~ 196
PROGRESO	3	57	EDINBURG V	8	156
WESLACO I	4	80			
WESLACO III	5	100			
MONTE ALTO	2	40			
TOTAL:	32	~~615~~ 617	TOTAL:	34	~~652~~ 654

Policy Council Approval: 08/19/2015
Comm. Court Approval: 09/01/2015

Rev. 10/01/2015 -10/19/2015
4:00 p.m.

Hidalgo County Head Start Program

Area Distribution 2015 - 2016

Revised

Number of Centers: 41 Number of Classrooms: 195	Number of Children: 3690 Number of Center Managers: 37	Number of Facilitators: 8 Number of Support Service Assistants: 76

Area 1			Area 2		
Center	# of Classrooms	# of Children	Center	# of Classrooms	# of Children
LA JOYA	4	80	AUSTIN(A-1)	7	137
PALMVIEW II	8	157	MCALLEN IV	3	51
PALMVIEW III	6	114	MCALLEN VI	3	51
SULLIVAN	5	94	MISSION I	4	71
WESTERN ROAD	3	57	MISSION II	7	132
ALTON	5	100	MISSION III	3	51
			MISSION IV	3	58
			HIDALGO	3	51
TOTAL:	31	602	TOTAL:	33	602

Area 3			Area 4		
Center	# of Classrooms	# of Children	Center	# of Classrooms	# of Children
MCALLEN V	5	98	ALAMO	6	111
LAS MILPAS I	5	97	FARIAS	7	128
EDINBURG II	2	34	DONNA II	3	60
PHARR	5	94	DONNA IV	2	33
LONGORIA	5	97	SAN JUAN I	3	54
PALACIOS	9	158	SAN JUAN II	7	137
UTRGV	2	34	SAN CARLOS	4	80
TOTAL:	33	612	TOTAL:	32	603

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Center	# of Classrooms	# of Children	Center	# of Classrooms	# of Children
DONNA I	7	136	EDCOUCH	10	194
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MERCEDES I	6	119	EDINBURG III	3	51
LA ESTANCIA	2	34	EDINBURG IV	10	196
PROGRESO	3	57	EDINBURG V	8	156
WESLACO I	4	80			
WESLACO III	5	100			
MONTE ALTO	2	40			
TOTAL:	32	617	TOTAL:	34	654

Policy Council Approval: 08/19/2015
Comm. Court Approval: 09/01/2015

Rev. 10/19/2015
4:00 p.m.

AI-52320 **Planning Department** **17. A.**

CC - REGULAR

Meeting Date: 12/01/2015

Submitted For: Flor Castillo, PLANNING DEPT.

Submitted By: Flor Castillo, PLANNING DEPT.

Department: PLANNING DEPT.

Information

CAPTION

1. Preliminary Approval
a. Huisache Acres No. 12 Subdivision – Pct. 4 (Rick D. Harbison) (Val Verde [FM 1423] Road & Canton Road)
b. Jardin Del Sur Subdivision – Pct. 1 (Darrell Williams) (Minnesota Road & Val Verde [FM 1423] Road)

2. Final Approval
a. San Joaquin Ph. 3 Subdivision - Pct. 1 (Tillmin Welch) (Val Verde [FM 1423] Road& Minnesota Road)

3. Final Approval with Financial Guarantee
a. California Apartments Subdivision – Pct. 3 (Francisco J. Alanis) (Mile 5 North Road & Minnesota Road)

BACKGROUND

Fiscal Impact

Attachments

Huisache Acres No. 12 Subdivision
Jardin Del Sur Subdivision
San Joaquin Ph. 3 Subdivision
California Apartments Subdivision

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	11/18/2015 04:05 PM
Manuel Chapa	Manuel Chapa	11/19/2015 04:53 PM
Purchasing Department	Monica Badillo	11/25/2015 03:08 PM

Form Started By: Flor Castillo Started On: 11/18/2015 11:17 AM
Final Approval Date: 11/25/2015

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: 12-01-2015

PROPOSED **Huisache Acres No. 12** SUBDIVISION, PRECINCT No. **4.**

ENGINEER: **Melden & Hunt, Inc.** DEVELOPER: **Rick D. Harbison**

☒ PRELIMINARY APPROVAL ☐ FINAL APPROVAL ☐ FINAL APPROVAL WITH FINANCIAL GUARANTEE ☐ WITH VARIANCE

NUMBER OF LOTS: **55** ☒*SINGLE FAMILY ___ ☐*MULTI-FAMILY ___ ☐COMMERCIAL ___ ☐INSTITUTIONAL

LOCATION DESCRIPTION: **Southwest corner of Val Verde (FM 1423) Road and Canton Road.**

SUBDIVISION LIES WITHIN THE: ☒ *The rural area of the County.*

DRAINAGE REPORT WAS APPROVED BY HCDD#1: ON **8-05-2015** PROPERTY LIES WITHIN FLOOD ZONE: **"C"** AS PER FEMA.

DRAINAGE DESIGN: **Storm drainage system and by widening the existing drain ditch along the south property line.**

ROAD R.O.W. DEDICATION: **10.00 feet on to Canton Road and 20.00 feet on to Val Verde Road.**

H.C.R.O.W. PRELIMINARY APPROVAL DATE: **3-05-2015** By, **Jose Ochoa, Pct. 4** R.O.W. AGENT

H.C.H.D. PRELIMINARY APPROVAL DATE: **10-19-2015** By, **Elizardo "Chardo" Ramos** Environmental Health Division Manager

SEWER SYSTEM: ☒ OSSF & SOIL ANALYSIS WERE CONDUCTED BY: **Jose A. Gonzalez**
☐ OSSF HAVE BEEN INSTALLED AND INSPECTED BY HCHD ON:

WATER SERVICE PROVIDER: **NAWSC** LINE SIZE: **8"** LOCATION: **Val Verde Road.**

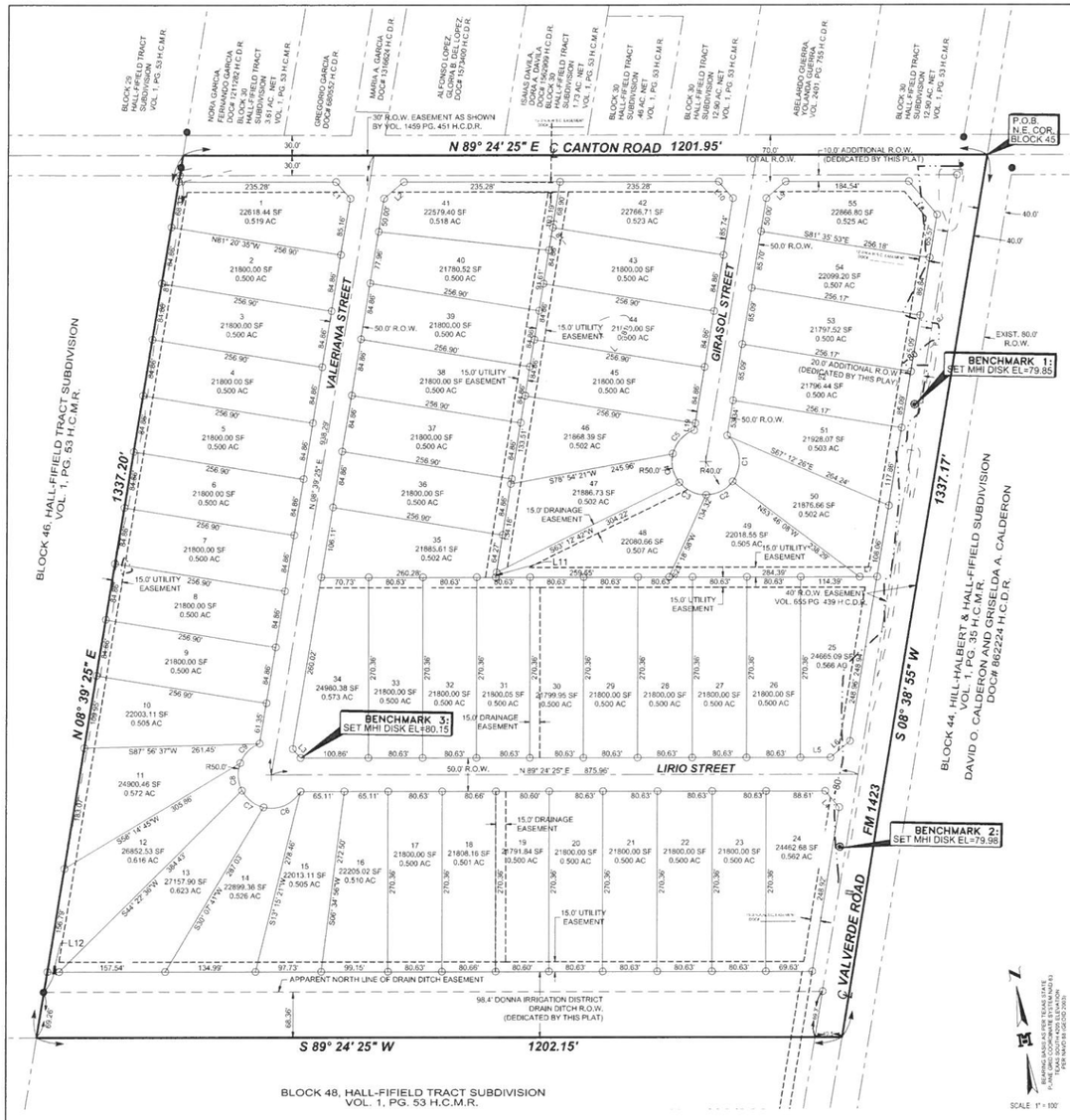
H.C.O.E.C. PRELIMINARY APPROVAL DATE: **10-14-2015** : By **Martin Ramirez** Environmental Compliance Coordinator
☒ **LARGE CONSTRUCTION**
The applicant has submitted the required NOI as per Part II, Section E of the TPDES General Permit for Construction Activities (TXR150000) along with a copy of the 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 comments and future recommendations by planning and other Departments,*
☐ **Final Approval** *subject to recommendations other departments*
☐ **Final Approval** *with financial guarantee.*

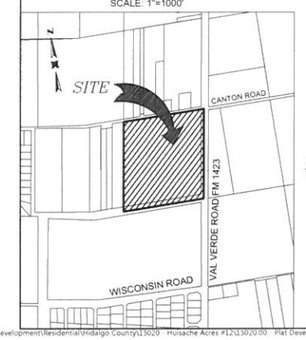
* *This subdivision plat has been reviewed and complies with the Hidalgo County Subdivision Rules, Texas Water Development Board Model Subdivision Rules and The Texas Local Government Code.*



BLOCK 48, HALL-FIFIELD TRACT SUBDIVISION
VOL. 1, PG. 53 H.C.M.R.

DRAWN BY: CIRO/EM	DATE:	
IRRIGATION, CHECKED	DATE:	
SURVEYED, CHECKED	DATE:	
FINAL CHECK	DATE:	

LOCATION MAP
SCALE: 1"=1000'



SUBDIVISION PLAT OF

HUISACHE ACRES #12

BEING A RESUBDIVISION OF
36.421 ACRES BEING ALL OF BLOCK 45
HALL-FIFIELD TRACT SUBDIVISION
VOLUME 1, PAGE 53 H.C.M.R.
HIDALGO COUNTY, TEXAS

LOCATION OF SUBDIVISION WITH RESPECT TO THE EXTRATERRITORIAL JURISDICTION OF A MUNICIPALITY:

HUISACHE ACRES #12 IS LOCATED IN THE SOUTH CENTERAL PART OF HIDALGO COUNTY AT THE SOUTHWEST CORNER OF THE CANTON ROAD AND VAL VERDE ROAD FM 1423 INTERSECTION. THE ONLY NEARBY MUNICIPALITY IS THE CITY OF DONNA. HUISACHE ACRES #12 FALLS IN THE RURAL AREA OF THE COUNTY. THIS SUBDIVISION FALLS WITHIN PRECINCT 4. DONNA HAD A POPULATION OF 15,798, 2010 CENSES.

MELDEN & HUNT, INC.
TEXAS REGIST. F-1435

MELDEN & HUNT INC.
CONSULTANTS • ENGINEERS • SURVEYORS
115 W. McINTYRE — OFF.: (956) 381-0981
EDINBURG, TX. 78541 — FAX: (956) 381-1839
227 N. F.M. 3167 — OFF.: (956) 487-8256
RIO GRANDE CITY, TX. 78582 — FAX: (956) 486-8591
E-MAIL: www.meldenandhunt.com — ESTABLISHED 1947

PRINCIPAL CONTACTS

	NAME	ADDRESS	CITY & ZIP	PHONE	FAX
OWNER:	RICK D. HARBISON RHTJ PROPERTIES, LTD.	28012 DAL-CIN DRIVE	SAN ANTONIO, TX 78260	(956) 702-1586	(956) 447-1424
ENGINEER:	FRED L. KURTH	115 W. McINTYRE	EDINBURG, TX 78541	(956) 381-0981	(956) 381-1839
SURVEYOR:	FRED L. KURTH	115 W. McINTYRE	EDINBURG, TX 78541	(956) 381-0981	(956) 381-1839

PROJECT LEGEND

- FOUND No.4 REBAR
- SET MHI DISK
- SET No.4 REBAR WITH PLASTIC CAP STAMPED MELDEN & HUNT

W.D. - WARRANTY DEED
R.O.W. - RIGHT OF WAY
H.C.M.R. - HIDALGO COUNTY MAP RECORDS
H.C.D.R. - HIDALGO COUNTY DEED RECORDS
H.C.O.R. - HIDALGO COUNTY OFFICIAL RECORDS
N.E.COR. - NORTHEAST CORNER
P.O.B. - POINT OF BEGINNING

INDEX TO SHEET OF HUISACHE ACRES #12

SHEET 1: HEADING; INDEX; LOCATION MAP AND ETJ; PRINCIPAL CONTACTS; MAP LOT, STREETS, AND EASEMENT LAYOUT; DESCRIPTION (METES AND BOUNDS); SURVEYOR'S CERTIFICATION; PLAT NOTES AND RESTRICTIONS; OWNER'S DEDICATION, CERTIFICATION, ATTESTATION, ENGINEERING CERTIFICATION CITY, APPROVAL CERTIFICATE; COUNTY CLERK'S RECORDING CERTIFICATE; REVISION NOTES, IRRIGATION DISTRICT, H.C.D.D. No. 1;, HIDALGO COUNTY HEALTH DEPARTMENT CERTIFICATE; N.A.W.S.C. CERTIFICATION.

SHEET 2: ENGINEERING REPORT, INCLUDING DESCRIPTION OF WATER AND WASTE WATER/OSSF AND ENGINEERS CERTIFICATION (ENGLISH AND SPANISH VERSION); CONSTRUCTION DETAILS.

SHEET 3: MAP OF TOPOGRAPHY AND DRAINAGE; REVISION NOTES, DRAINAGE REPORT INCLUDING DESCRIPTION OF DRAINAGE, STREET IMPROVEMENTS, ENGINEERING CERTIFICATION; CONSTRUCTION DETAILS.

GENERAL PLAT NOTES & RESTRICTIONS:

1. FLOOD ZONE STATEMENT: ZONE "C" (UNSHADED) IS DEFINED AS: "AREA OF MINIMAL FLOODING". COMMUNITY-PANEL NUMBER: 480334 0425 C MAP REVISED: NOVEMBER 16, 1982.

   ZONE "C" (UNSHADED) 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 C 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).

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
   SIDE CORNER SETBACK WHERE ROW IS GREATER THEN 50 FEET SHALL BE 20 FEET
   SIDE CORNER SETBACK WHERE ROW IS LESS THEN 50 FEET SHALL BE 15 FEET.

3. NO MORE THAN ONE–SINGLE FAMILY DETACHED DWELLING SHALL BE LOCATED ON EACH LOT. THIS MUST BE STIPULATED ON ALL DEEDS AND CONTRACTS FOR DEEDS. APPLICATION FOR CONSTRUCTION ARE REQUIRED PRIOR TO OCCUPYING THE LOT.

4. MINIMUM FINISHED FLOOR ELEVATION SHALL BE 18" ABOVE THE CENTER LINE OF STREET OR 18" ABOVE NATURAL GROUND, WHICHEVER IS GREATER. ELEVATION CERTIFICATE MAY BE REQUIRED FOR LOTS LOCATED OUTSIDE A DESIGNATED FLOOD ZONE AT THE TIME OF APPLICATION FOR CONSTRUCTION TO VERIFY PRE AND POST CONSTRUCTION FINISHED FLOOR ELEVATIONS. AN ELEVATION CERTIFICATE SHALL BE REQUIRED FOR ALL LOTS WITHIN A DESIGNATED FLOOD ZONE AT THE TIME FOR A DEVELOPMENT PERMIT APPLICATION.

5. THE FOLLOWING BENCHMARKS ARE IDENTIFIED ON THE FACE OF THE PLAT AND ON THE ATTACHED ENGINEERING PLANS.
   –>B.M. NO.1 – SET MHI DISK
   N: 16620952.2670, E:1124205.4350, ELEV= 79.85.
   –>B.M. NO. 2 – SET MHI DISK
   N: 16620289.4060, E:1124101.9490, ELEV= 79.98.
   –>B.M. NO. 3 – SET MHI DISK AT THE SOUTHWEST CORNER OF LOT 34 OF THIS PLAT
   N: 16620289.4060, E:1124101.9490, ELEV= 80.15.

6. IN ACCORDANCE WITH THE HIDALGO COUNTY DRAINAGE DISTRICT NO. 1 AND HIDALGO COUNTY REQUIREMENTS, THIS DEVELOPMENT WILL BE REQUIRED TO DETAIN A TOTAL OF 65.782 CUBIC–FEET (1.51 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.) THE DEVELOPER SHALL BE RESPONSIBLE TO DETAIN AND ACCOMMODATE MORE THAN THE DETAINED VOLUME SHOWN ABOVE IF IT DETERMINES AT THE DEVELOPMENT PERMIT STAGE THAT THE DETENTION REQUIREMENTS ARE GREATER THAT STATED ABOVE DUE TO THE IMPERVIOUS AREA BEING GREATER THAT ENGINEER CONSIDERED FOR HIS CALCULATIONS OF THIS SUBDIVISION.

7. 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, 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. ON–SITE SEWAGE FACILITIES (OSSF) NOTE: THIS SUBDIVISION SHALL USE ON–SITE SEWAGE FACILITIES IN ACCORDANCE WITH TCEQ AND HIDALGO COUNTY REGULATIONS FOR SEWAGE DISPOSAL. THE SUBDIVIDER IS RESPONSIBLE FOR PROVIDING AN OSSF ON ALL LOTS.

   A. OSSF SYSTEM IS BEING DESIGNED FOR DISPOSAL OF DOMESTIC SEWERAGE ONLY.

   B. EACH LOT ON THIS PLAT COMPLIES WITH THE MINIMUM 21,780 SQUARE FEET LOT AREA WITH POTABLE WATER SUPPLY.

   C. THE OSSF SYSTEM SHALL REQUIRE INSPECTION AND APPROVAL BY HIDALGO COUNTY AUTHORIZED DEPARTMENT.

   D. SOIL ANALYSIS HAVE BEEN SUBMITTED TO THE AUTHORIZED HIDALGO COUNTY DEPARTMENT AND EXCERPTS MAY BE ALSO SEEN ON THE UTILITY LAYOUT FOR THIS SUBDIVISION AS SUBMITTED TO THE HIDALGO COUNTY PLANNING DEPARTMENT. THE ENGINEER HAS DETERMINED THAT THE SOIL IS SUITABLE FOR A STANDARD SEPTIC TANK AND ABSORPTIVE DRAIN FIELD SYSTEM.

   E. APPROVED "OSSF" PERMIT APPLICATION IS REQUIRED INCLUDING INDIVIDUAL LOT PLANNING MATERIALS PRIOR TO OCCUPYING A LOT.

11. THERE ARE NO VISIBLE WATER WELLS WITHIN 150 FEET FROM THE BOUNDARIES ON THIS SUBDIVISION.

12. RICK D. HARBISON, PRESIDENT OF RHTJ MANAGEMENT, LLC, GENERAL PARTNER OF RHTJ PROPERTIES, LTD.,; THE OWNER & SUBDIVIDER OF HUISACHE ACRES #12, 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.

13. ALL LOTS SHALL HAVE A POST DEVELOPMENT FINISH CRAD 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.

14. NO ACCESS TO CANTON ROAD FOR LOTS 1, 41, 42, & 55 AND VAL VERDE ROAD (F.M. 1423) TO LOTS 24, 25, & 20–55. BUFFER FENCE IS REQUIRED BY DEVELOPER.

Curve Table

Curve #	Delta	Radius	Length	Chord Length	Tangent	Chord Direction
C1	087° 34' 27"	50.00'	76.42'	69.20'	47.93	N7° 33' 21"W
C2	052° 14' 18"	50.00'	45.59'	44.02'	24.52	N62° 21' 01"E
C3	052° 14' 33"	50.00'	45.59'	44.03'	24.52	S85° 24' 34"E
C4	052° 14' 39"	50.00'	45.59'	44.03'	24.52	S13° 09' 57"E
C5	056° 27' 06"	50.00'	49.26'	47.29'	26.84	S41° 10' 55"W
C6	073° 32' 45"	50.00'	64.18'	59.86'	37.37	N66° 10' 48"E
C7	048° 34' 05"	50.00'	42.38'	41.13'	22.56	S52° 45' 47"E
C8	048° 34' 05"	50.00'	42.38'	41.13'	22.56	S4° 11' 42"E
C9	048° 34' 05"	50.00'	42.38'	41.13'	22.56	S44° 22' 23"W

Lot Line Table

Line #	Length	Direction
L1	32.39'	S40° 58' 05"E
L2	38.09'	N49° 01' 55"E
L3	18.01'	S40° 58' 05"E
L4	32.39'	N40° 58' 29"W
L5	45.24'	N89° 24' 25"E
L6	38.17'	S49° 09' 53"W
L8	64.78'	S40° 58' 20"E
L9	38.09'	N49° 01' 55"E
L10	32.39'	S40° 58' 05"E
L11	7.33'	N08° 39' 25"E
L12	17.83'	N89° 24' 25"E
L19	10.52'	N08° 39' 25"E

DESCRIPTION OF HUISACHE ACRES #12

METES AND BOUNDS DESCRIPTION

A TRACT OF LAND CONTAINING 36.421 ACRES SITUATED IN THE COUNTY OF HIDALGO, TEXAS, BEING ALL OF BLOCK 45, HALL-FIFIELD TRACT SUBDIVISION ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 1; PAGE 53, HIDALGO COUNTY MAP RECORDS, WHICH SAID BLOCK 45 WAS CONVEYED TO RHTJ PROPERTIES, LTD. BY VIRTUE OF A WARRANTY DEED RECORDED IN DOCUMENT# 2594545, HIDALGO COUNTY OFFICIAL RECORDS. SAID 36.421 ACRES ALSO BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF BLOCK 45, HALL-FIFIELD TRACT SUBDIVISION FOR THE NORTHEAST CORNER OF THIS TRACT;

1. THENCE, S 08° 38' 55" W ALONG THE EAST LINE OF SAID BLOCK 45 AND WITHIN THE RIGHT-OF-WAY OF VALVERDE ROAD/FM 1423, A DISTANCE OF 1337.17 FEET TO THE SOUTHEAST CORNER OF SAID BLOCK 45 FOR THE SOUTHEAST CORNER OF THIS TRACT;

2. THENCE, S 89° 24' 25" W ALONG THE SOUTH LINE OF SAID BLOCK 45, AT A DISTANCE OF 40.53 FEET PASS THE WEST RIGHT-OF-WAY OF VALVERDE ROAD/FM 1423, CONTINUING A TOTAL DISTANCE OF 1202.15 FEET TO THE SOUTHWEST CORNER OF SAID BLOCK 45 FOR THE SOUTHWEST CORNER OF THIS TRACT;

3. THENCE, N 08° 39' 25" E ALONG THE WEST LINE OF SAID BLOCK 45, AT A DISTANCE OF 69.26 FEET PASS A NO. 4 REBAR FOUND ON THE APPARENT NORTH LINE OF A DRAIN DITCH EASEMENT, AT A DISTANCE OF 1306.80 FEET PASS A NO. 4 REBAR SET FOR THE SOUTH RIGHT-OF-WAY OF CANTON ROAD, AT A DISTANCE OF 1318.69 PASS A NO. 4 REBAR FOUND, CONTINUING A TOTAL DISTANCE OF 1337.20 FEET TO THE NORTHWEST CORNER OF SAID BLOCK 45 FOR THE NORTHWEST CORNER OF THIS TRACT;

4. THENCE, N 89° 24' 25" E ALONG THE NORTH LINE OF SAID BLOCK 45 AND WITHIN THE RIGHT-OF-WAY OF CANTON ROAD, A DISTANCE OF 1201.95 FEET TO THE POINT OF BEGINNING AND CONTAINING 36.421 ACRES, OF WHICH 1.228 ACRES LIE WITHIN THE RIGHT-OF-WAY OF VALVERDE ROAD/FM 1423, 0.800 OF ONE ACRE LIES WITHIN THE RIGHT-OF-WAY OF CANTON ROAD, AND 1.823 ACRES LIE WITHIN AN APPARENT DRAIN DITCH EASEMENT ALONG THE SOUTH LINE OF SAID BLOCK 45, LEAVING A NET OF 32.823 ACRES OF LAND, MORE OR LESS.

RIGHT OF WAY EASEMENT

KNOWN ALL MEN BY THESE PRESENTS, THAT THE UNDERSIGNED OWNERS OF THE PROPERTY SHOWN ON THIS PLAT, THEIR SUCCESSORS, ASSIGNS, AND TRANSFEREES (HEREINAFTER CALLED "GRANTOR" WHETHER ONE OR MORE PERSONS ARE NAMED), IN CONSIDERATION OF ONE DOLLAR ($1.00) AND OTHER GOOD AND VALUABLE CONSIDERATION PAID BY NORTH ALAMO WATER SUPPLY CORPORATION, (HEREINAFTER CALLED "GRANTEE"), THE RECEIPT AND SUFFICIENCY OF WHICH IS HEREBY ACKNOWLEDGED, DOES HEREBY GRANT, BARGAIN, SELL, TRANSFER AND CONVEY TO SAID GRANTEE ITS SUCCESSORS AND ASSIGNS, A PERPETUAL EASEMENT WITH THE RIGHT TO ERECT, CONSTRUCT, INSTALL AND LAY AND THEREAFTER USE, OPERATE, INSPECT, REPAIR, MAINTAIN, REPLACE AND REMOVE WATER DISTRIBUTION LINES AND APPURTENANCES OVER AND ACROSS LANDS SHOWN ON THIS PLAT, TOGETHER WITH THE RIGHT OF INGRESS AND EGRESS OVER GRANTOR'S ADJACENT LANDS FOR THE PURPOSE FOR WHICH THE ABOVE-MENTIONED RIGHTS ARE GRANTED. THE EASEMENT HEREBY GRANTED SHALL NOT EXCEED 15' IN WIDTH, AND GRANTEE IS HEREBY AUTHORIZED TO DESIGNATE THE COURSE OF THE EASEMENT HEREIN CONVEYED EXCEPT THAT WHEN THE PIPELINE(S) IS INSTALLED, THE EASEMENT HEREIN GRANTED SHALL BE LIMITED TO A STRIP OF LAND 15' IN WIDTH THE CENTER LINE THEREOF BEING THE PIPELINE AS RELOCATED.

IN THE EVENT THE EASEMENT HEREBY GRANTED ABUTS ON A PUBLIC ROAD AND THE COUNTY OR STATE HEREAFTER WIDENS OR RELOCATES THE PUBLIC ROAD SO AS TO REQUIRE THE RELOCATION OF THIS WATER LINE AS INSTALLED, GRANTOR FURTHER GRANTS TO GRANTEE AN ADDITIONAL EASEMENT OVER AND ACROSS THE LAND DESCRIBED ABOVE FOR THE PURPOSE OF LATERALLY RELOCATING SAID WATER LINE AS MAY BE NECESSARY TO CLEAR THE ROAD IMPROVEMENTS, WHICH EASEMENT HEREBY GRANTED SHALL BE LIMITED TO A STRIP OF LAND 15' IN WIDTH THE CENTER LINE THEREOF BEING THE PIPELINE AS RELOCATED.

THE CONSIDERATION RECITED HEREIN SHALL CONSTITUTE PAYMENT IN FULL FOR ALL DAMAGES SUSTAINED BY GRANTOR BY REASON OF THE INSTALLATION, MAINTENANCE, REPAIR, REPLACEMENT AND RELOCATION OF THE STRUCTURES REFERRED TO HEREIN. THIS AGREEMENT TOGETHER WITH OTHER PROVISIONS OF THIS GRANT SHALL CONSTITUTE A COVENANT RUNNING WITH THE LAND FOR THE BENEFIT OF THE GRANTEE, ITS SUCCESSORS AND ASSIGNS. THE GRANTOR COVENANTS THAT SHE IS THE OWNER OF THE ABOVE-DESCRIBED LANDS AND THAT SAID LANDS ARE FREE AND CLEAR OF ALL ENCUMBRANCES AND LIENS, EXCEPT THE FOLLOWING:

THE EASEMENT CONVEYED HEREIN WAS OBTAINED OR IMPROVED THROUGH FEDERAL FINANCIAL ASSISTANCE.THIS EASEMENT IS SUBJECT TO THE PROVISIONS OF THE TITLE VI OF THE CIVIL RIGHTS ACT OF 1964 AND THE REGULATIONS ISSUED PURSUANT THERETO FOR SO LONG AS THE EASEMENT CONTINUES TO BE USED FOR THE SAME OR SIMILAR PURPOSE FOR WHICH FINANCIAL ASSISTANCE WAS EXTENDED OR FOR SO LONG AS THE GRANTEE OWNS IT, WHICHEVER IS LONGER.

IN WITNESS WHEREOF, THE SAID GRANTOR HAS EXECUTED THIS INSTRUMENT

THE _____ DAY OF _____, 20__

_____
(GRANTOR'S SIGNATURE)

ACKNOWLEDGMENT

THE STATE OF TEXAS §
COUNTY OF HIDALGO §

BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, ON THIS DAY PERSONALLY APPEARED RICK D. HARBISON , 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 _____, 20__

_____
NOTARY PUBLIC, STATE OF TEXAS
MY COMMISSION EXPIRES:

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 THESE 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, RICK D. HARBISON, PRESIDENT OF RHTJ MANAGEMENT, LLC _____ GENERAL PARTNER OF RHTJ PROPERTIES, LTD. AS OWNER OF THE 36.421 ACRE TRACT OF LAND ENCOMPASSED WITHIN THE PROPOSED HUISACHE ACRES #12 HEREBY SUBDIVIDE THE LAND AS DEPICTED IN THIS SUBDIVISION PLAT AND DEDICATED TO PUBLIC USE THE STREET(S), PARK, AND EASEMENTS SHOWN HEREIN.

I CERTIFY THAT I HAVE COMPLIED WITH THE REQUIREMENTS OF TEXAS LOCAL GOVERNMENT CODE § 232.032 AND THAT

(A) THE WATER QUALITY AND CONNECTIONS TO THE LOTS MEET, OR WILL MEET THE MINIMUM STATE STANDARDS;
(B) SEWER CONNECTIONS TO THE LOTS OR SEPTIC TANKS MEET, OR WILL MEET THE MINIMUM REQUIREMENTS OF STATE STANDARDS;
(C) ELECTRICAL CONNECTIONS PROVIDED TO THE LOTS MEET, OR WILL MEET THE MINIMUM STATE STANDARDS; AND
(D) GAS CONNECTIONS, IF AVAILABLE, PROVIDED TO THE LOTS MEET, OR WILL MEET THE MINIMUM STATE STANDARDS.

I ATTEST THAT THE MATTERS ASSERTED IN THIS PLAT ARE TRUE AND COMPLETE.

_____ _____
RICK D. HARBISON DATE:
PRESIDENT of RHTJ MANAGEMENT LLC;
GENERAL PARTNER OF RHTJ PROPERTIES, LTD.
P.O. BOX 989
BLANCO, TX 78606

STATE OF TEXAS
COUNTY OF HIDALGO

BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC, ON THIS DAY PERSONALLY APPEARED RICK D. HARBISON 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 REGISTERED PROFESSIONAL LAND SURVEYOR AND LICENSED PROFESSIONAL ENGINEER IN THE STATE OF TEXAS, HEREBY CERTIFY THAT THE ABOVE PLAT AND DESCRIPTION OF HUISACHE ACRES #12 WERE PREPARED FROM A SURVEY OF THE PROPERTY MADE ON THE GROUND BY ME OR UNDER MY SUPERVISION ON _____ AND THAT THE PROPER ENGINEERING CONSIDERATION HAS BEEN GIVEN TO THIS PLAT AND IS A TRUE AND ACCURATE REPRESENTATION OF THE SUBDIVISION.

_____
FRED L. KURTH, PE # 54151 RPLS # 4750
DATE SURVEYED: 05/03/15 JOB No. 15020.00
DATE PREPARED: 06-04-15 SURVEY JOB No. 15001.29
I- 988 PG. 30

HIDALGO COUNTY
CERTIFICATE OF PLAT APPROVAL
HIDALGO COUNTY RIGHT-OF-WAY DEPARTMENT

I, THE UNDERSIGNED CERTIFY THAT THIS PLAT OF HUISACHE ACRES #12, WAS REVIEWED AND APPROVED BY THE HIDALGO COUNTY RIGHT-OF-WAY DEPARTMENT

ON THIS THE _____ DAY OF _____ 20 ___ .

_____
HIDALGO COUNTY RIGHT OF WAY DIRECTOR DATE

HIDALGO COUNTY
CERTIFICATE OF PLAT APPROVAL
UNDER LOCAL GOVERNMENT CODE § 232.028 (A)

WE THE UNDERSIGNED CERTIFY THAT THIS PLAT OF HUISACHE ACRES #12 WAS REVIEWED AND APPROVED BY THE HIDALGO COUNTY

COMMISSIONERS COURT ON THIS _____ DAY OF _____ 20 ___ .

_____ DATE _____
HIDALGO COUNTY JUDGE

ATTEST: _____ DATE _____
HIDALGO COUNTY CLERK

HIDALGO COUNTY
CERTIFICATE OF PLAT APPROVAL
DONNA
IRRIGATION DISTRICT

THIS PLAT IS HERE BY APPROVED BY THE HIDALGO COUNTY DONNA IRRIGATION DISTRICT, DATED THIS THE _____ DAY OF _____ 2015

_____ DATE _____
PRESIDENT

ATTEST: _____ DATE _____
SECRETARY

HIDALGO COUNTY
CERTIFICATE OF PLAT APPROVAL
HIDALGO COUNTY HEALTH DEPARTMENT

I, THE UNDERSIGNED CERTIFY THAT THIS PLAT OF HUISACHE ACRES #12 WAS REVIEWED AND APPROVED BY THE HIDALGO COUNTY HEALTH DEPARTMENT

ON THIS THE _____ DAY OF _____ 20 _____

_____ _____
ENVIRONMENTAL HEALTH DIVISION MANAGER DATE

THE COUNTY OF HIDALGO TEXAS

FILED FOR RECORD IN
HIDALGO COUNTY
ARTURO GUAJARDO, JR.
HIDALGO COUNTY CLERK

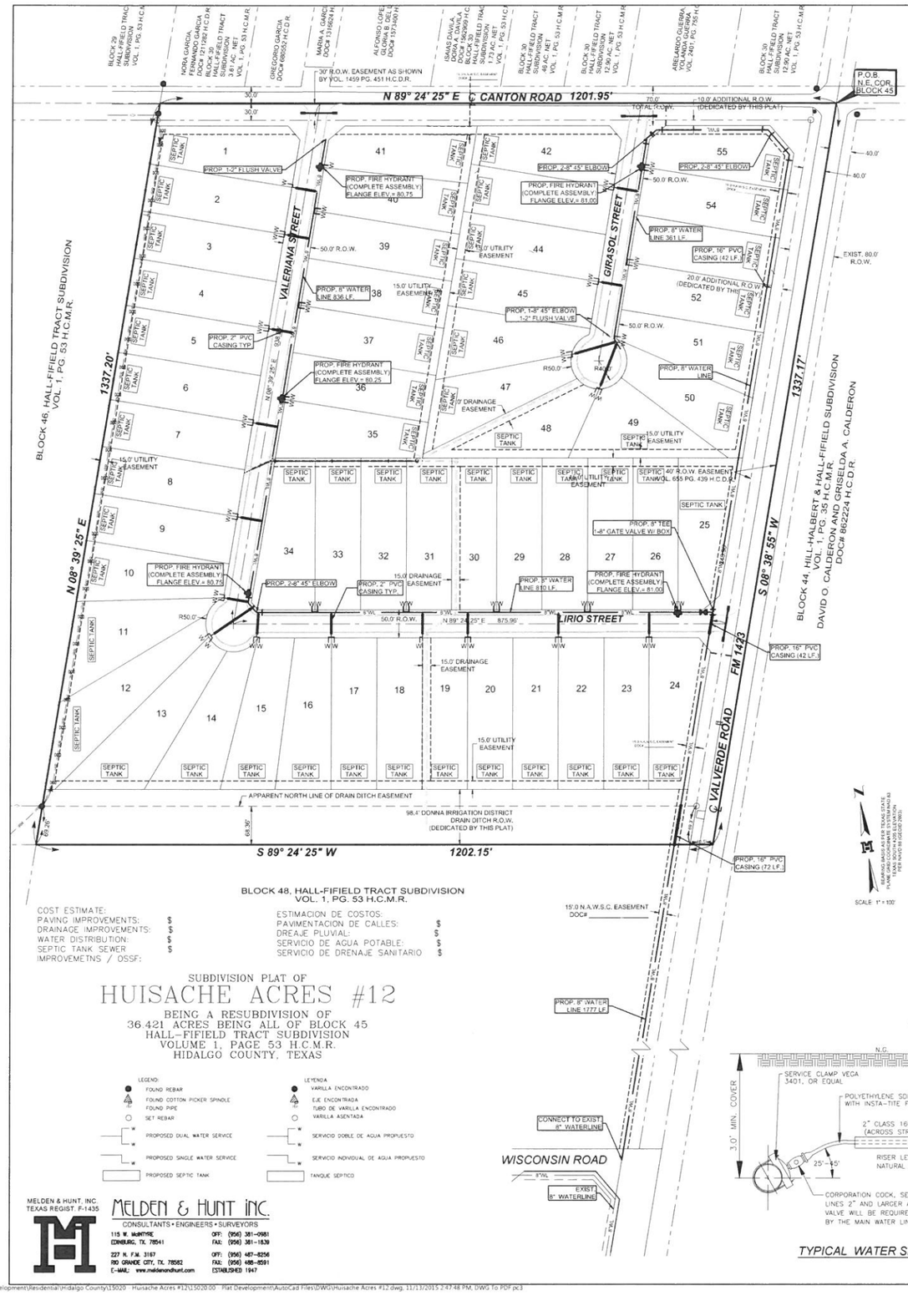
ON: _____ AT _____ AM/PM

DOCUMENT NUMBER _____

OF THE MAP RECORDS OF HIDALGO COUNTY, TEXAS

BY: _____ DEPUTY

MAP OF WATER DISTRIBUTION SYSTEM
MAPA DE SISTEMA DE DISTRIBUCION DE AGUA



COST ESTIMATE:
PAVING IMPROVEMENTS: $
DRAINAGE IMPROVEMENTS: $
WATER DISTRIBUTION: $
SEPTIC TANK SEWER IMPROVEMETNS / OSSF: $

ESTIMACION DE COSTOS:
PAVIMENTACION DE CALLES: $
DREAJE PLUVIAL: $
SERVICIO DE AQUA POTABLE: $
SERVICIO DE DRENAJE SANITARIO $

SUBDIVISION PLAT OF
HUISACHE ACRES #12
BEING A RESURDIVISION OF
36.421 ACRES BEING ALL OF BLOCK 45
HALL-FIFIELD TRACT SUBDIVISION
VOLUME 1, PAGE 53 H.C.M.R.
HIDALGO COUNTY, TEXAS

LEGEND:
- FOUND REBAR
- FOUND COTTON PICKER SPINDLE
- FOUND PIPE
- SET REBAR
- PROPOSED DUAL WATER SERVICE
- PROPOSED SINGLE WATER SERVICE
- PROPOSED SEPTIC TANK

LEYENDA
- VARILLA ENCONTRADO
- EJE ENCONTRADA
- TUBO DE VARILLA ENCONTRADO
- VARILLA ASENTADA
- SERVICIO DOBLE DE AQUA PROPUESTO
- SERVICIO INDIVIDUAL DE AQUA PROPUESTO
- TANQUE SEPTICO

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) 486-8591
E-MAIL: www.meldenandhunt.com ESTABLISHED 1947

ENGINEERING REPORT FOR HUISACHE ACRES #12
BY: FRED L. KURTH

WATER SUPPLY: DESCRIPTION, COST, AND OPERABILITY DATE:

HUISACHE ACRES #12 SUBDIVISION WILL BE PROVIDED WITH POTABLE WATER BY NORTH ALAMO WATER SUPPLY CORPORATION (N.A.W.S.C.). THE SUBDIVIDER AND N.A.W.S.C. HAVE ENTERED INTO A CONTRACT IN WHICH N.A.W.S.C. HAS PROMISED TO PROVIDE SUFFICIENT WATER TO THE SUBDIVISION FOR AT LEAST 30 YEARS AND N.A.W.S.C. HAS PROVIDED DOCUMENTATION TO SUFFICIENTLY ESTABLISH THE LONG TERM QUANTITY AND QUALITY OF THE AVAILABLE WATER SUPPLIES TO SERVE THE FULL DEVELOPMENT OF THIS SUBDIVISION.

N.A.W.S.C. HAS AN EXISTING 8" DIAMETER WATER LINE RUNNING ALONG THE WEST SIDE OF THE RIGHT-OF-WAY OF VAL VERDE ROAD. THE WATER SYSTEM FOR HUISACHE ACRES # 12 CONSISTS OF A 8" DIAMETER WATER LINE THAT TAPS INTO THE EXISTING 8" LINE. THIS 8" LINE CONTINUES RUNNING NORTH ALONG THE WEST SIDE OF VAL VERDE RIGHT-OF-WAY ENDING WITH A 8" PLUG. ANOTHER 8" LINE RUNS WEST ALONG THE SOUTH RIGHT-OF-WAY OF THE LIRIO STREET. ANOTHER 8" LINE RUNS WEST ALONG THE SOUTH RIGHT-OF-WAY OF THE GIRA SOL STREET.

WATER DISTRIBUTION FOR THE HUISACHE ACRES #12 CONSISTS OF TWENTY-EIGHT (28) -1" DIAMETER DUAL SERVICE LINES THAT RUN IN PAIRS TO LOTS BEFORE SPLITTING INTO ¾" DIAMETER SERVICE LINES. SAID SERVICES TERMINATE AT THE WATER METER BOXES FOR EACH LOT. THE 8" LINE, THE DUAL SERVICES, AND THE METER BOXES 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 6 FIRE HYDRANTS AT A UNIT COST OF $_____ FOR A TOTAL COST OF $ _____. THE ENTIRE WATER FACILITIES HAVE BEEN APPROVED AND ACCEPTED BY N.A.W.S.C. AND SAID DISTRIBUTION SYSTEM IS OPERABLE AS OF THE DATE OF THE RECORDING OF THE PLAT.

SEWAGE FACILITIES DESCRIPTION; COST AND OPERABILITY DATES

SEWAGE FROM HUISACHE ACRES #12 SUBDIVISION WILL BE TREATED BY INDIVIDUAL ON-SITE SEWAGE FACILITIES ("OSSF") CONSISTING OF A STANDARD DESIGN DUAL COMPARTMENT SEPTIC TANK AND A DRAIN FIELD ON EACH LOT. THE PROFESSIONAL ENGINEER NO. 54151, HAS EVALUATED THE SUITABILITY OF THE SUBDIVISION SITE FOR OSSF AND SUBMITTED A REPORT CONCLUDING THAT THE SITE IS SUITABLE FOR OSSF. THE REPORT WAS REVIEWED AND APPROVED BY THE HIDALGO COUNTY HEALTH DEPARTMENT. EACH LOT HAS ADEQUATE AREA FOR A REPLACEMENT DRAIN FIELD.

SOIL EVALUATION REPORT:

EACH LOT IN THE PROPOSED SUBDIVISION IS AT LEAST 1/2 ACRE IN SIZE. THE NATURAL RESOURCE CONSERVATION SERVICE SOIL SURVEY BOOK INDICATED A SANDY LOAM SOIL FOR THE AREA. AT LEAST TWO SOIL EXCAVATIONS WERE PERFORMED ON THE SITE, AT OPPOSITE ENDS OF THE PROPOSED DISPOSAL AREA. (ADDITIONAL BORINGS WERE UNNECESSARY BECAUSE THE SOILS ARE VERY UNIFORM WITHIN THIS LIMIT AREA). THE SOIL IS A UNIFORM SANDY LOAM EXTENDING UP TO 36" BELOW THE BOTTOM OF ANY PROPOSED EXCAVATIONS. THERE IS NO INDICATION OF GROUND WATER OR A RESTRICTIVE LAYER WITHIN 24" OF BOTTOM OF THE PROPOSED EXCAVATIONS. THE SUBDIVISION DRAINS WELL.

THE COST TO INSTALL A SEPTIC SYSTEM ON AN INDIVIDUAL LOT IS 1,145.00, INCLUDING THE COST FOR THE REQUIRED PERMIT AND LICENSE. ALL OSSFS HAVE BEEN INSTALLED AS OF THE TIME OF APPLICATION FOR FINAL PLAT APPROVAL AT A TOTAL COST OF $ 64,120.00. THE HIDALGO COUNTY HEALTH DEPARTMENT HAS INSPECTED AND APPROVED THE INSTALLATION OF ALL OSSF ON 10 – 22 –2013.

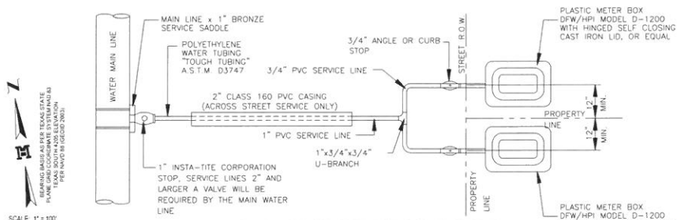
ENGINEER CERTIFICATION:

BY MY SIGNATURE BELOW, I CERTIFY THAT THE WATER AND SEWAGE SERVICE FACILITIES DESCRIBED ABOVE ARE IN COMPLIANCE WITH THE MODEL RULES ADOPTED UNDER SECTION 16.343, WATER CODE. I CERTIFY THAT THE COSTS TO INSTALL THE WATER AND THE UNCONSTRUCTED ON-SITE SEWAGE FACILITIES, DISCUSSED ABOVE, ARE AS FOLLOWS:

WATER FACILITIES – THESE FACILITIES FULLY CONSTRUCTED, WITH THE INSTALLATION OF WATER METERS, WILL COST A GRAND TOTAL OF $ _____ WHICH EQUALS TO $ _____ PER LOT.

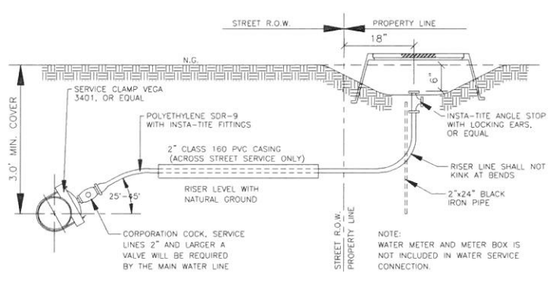
SEWAGE FACILITIES – SEPTIC SYSTEM IS ESTIMATED TO COST $1,145.00 PER LOT (ALL INCLUSIVE), FOR A TOTAL OF $ 64,120.00 FOR THE ENTIRE SUBDIVISION.

_____ _____ _____
ENGINEER'S SIGNATURE DATE

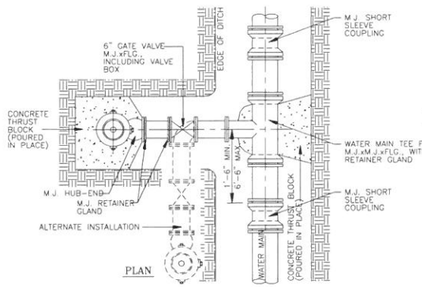


DUAL WATER SERVICE CONNECTION
N.T.S.

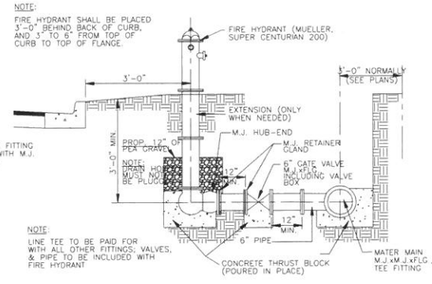
NOTE: IF UTILITY EASEMENT IS DEDICATED AT THE FRONT OF THE LOT, THE LOCATION OF THE ANGLE STOP IS TO BE DETERMINED BY N.A.W.S.C. AND THE ENGINEER.



TYPICAL WATER SERVICE CONNECTION ELEVATION
N.T.S.



TYPICAL FIRE HYDRANT INSTALLATION
N.T.S.



SECTION
N.T.S.

REPORTE DE INGENIERIA DE HUISACHE ACRES #12
POR: FRED L. KURTH

PROVISIÓN DE AGUA: DESCRIPCIÓN, GASTOS Y FECHAS DE INICIO

LA SUBDIVISIÓN HUISACHE ACRES #10 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 RECIBIRA SU PROVISIÓN DE AGUA POR LOS PRÓXIMOS 30 AÑOS. N.A.W.S.C. HA PRESENTADO DOCUMENTACIÓN PARA DEMOSTRAR A LARGO PLAZO LA CANTIDAD Y CALIDAD DE AGUA ACCESIBLE PARA SERVIR EL FUTURO DESARROLLO DE LA SUBDIVISIÓN.

EL SISTEMA DE PROVISIÓN DE AGUA PARA LA SUBDIVISIÓN HUISACHE ACRES #12 CONSISTE DE UN CONDUCTO DE AGUA DE 8 PULGADAS DE DIÁMETRO QUE PASA POR EL LADO OESTE DEL DERECHO DE VIADE DE (RIGHT OF WAY) DE LA CARRETERA VAL VERDE ROAD. EL SISTEMA DE PROVISIÓN DE AGUA DE LA SUBDIVISIÓN HUISACHE ACRES #12 CONSISTE DE UN CONDUCTO DE AGUA DE 8 PULGADAS DE DIÁMETRO QUE SE CONECTA CON EL CONDUCTO DE AGUA EXISTENTE DE 8 PULGADAS. ESTA LÍNEA DE 8 PULGADAS CUAL SIGUE HACIA EL NORTE POR EL LADO OESTE DEL DERECHO DE VIADE DE LA CALLE VAL VERDE ROAD CON UN TAPÓN DE 8 PULGADAS. OTRO CONDUCTO DE AGUA DE 8 PULGADAS DE DIÁMETRO QUE SIGUE HACIA EL OESTE POR EL LADO SUR DEL DERECHO DE VIADE DE LA CALLE LIRIO. OTRO CONDUCTO DE AGUA DE 8 PULGADAS DE DIÁMETRO QUE SIGUE HACIA EL OESTE POR EL LADO SUR DEL DERECHO DE VIADE DE LA CALLE GIRA SOL.

DEL CONDUCTO DE AGUA DE 8 PULGADAS SE PRODUCEN VENTEOCHO DOBLE–CONDUCTOS DE AGUA DE 1 PULGADA DE DIÁMETRO PARA CADA DOS LOTES. ESTOS CONDUCTOS SE SEPARAN PARA PRODUCIR DOS CONDUCTOS DE AGUA DE ¾ DE PULGADA DE DIÁMETRO PARA CADA LOTE. YA SE HAN INSTALADO LOS CONDUCTOS DE AGUA DE 8 PULGADAS DE DIÁMETRO. LOS DOBLE–CONDUCTOS DE AGUA DE 1 PULGADA DE DIÁMETRO Y LOS MEDIDORES MECÁNICOS DE AGUA A UN COSTO TOTAL DE $_____ O $_____ POR LOTE. EL DUEÑO DE LA SUBDIVISIÓN TAMBIÉN LE HA PAGADO A LA COMPAÑÍA N.A.W.S.C. $_____, QUE CUBRE EL COSTO DEL MEDIDOR MECÁNICO DE AGUA PARA CADA LOTE, $ 367.00 . ESTE PRECIO INCLUYE EL COSTO DE LA INSTALACIÓN DE CADA MEDIDOR Y LOS GASTOS DE CONEXIÓN. CUANDO EL DUEÑO DE CADA LOTE SOLICITE UN MEDIDOR DE AGUA, LA COMPAÑÍA N.A.W.S.C. LO INSTALARA SIN ALGÚN GASTO AL DUEÑO. EL DUEÑO DE LA SUBDIVISIÓN TAMBIEN HA INSTALADO 5 BOCAS DE RIEGO (FIRE HYDRANT) A UN COSTO DE $ 3,250.00 POR CADA UNO CUAL GASTA UNA CANTIDAD TOTAL DE $_____. 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 SÉPTICA CONSISTE DE UN TANQUE SÉPTICO DE MODELO DUAL Y DE UN CAMPO DE DRENAJE PARA EL SOLAR. EL INGENIERO AUTOR DE ESTE DOCUMENTO HA EVALUADO EL ÁREA DONDE SE ENCUENTRA LA SUBDIVISIÓN Y HA PREPARADO UN REPORTE QUE CONCLUYE QUE ESTE TERRENO ES ADECUADO PARA ESAS FOSAS SÉPTICAS (OSSF). EL REPORTE FUE APROBADO POR EL DEPARTAMENTO DE SALUBRIDAD DEL CONDADO DE HIDALGO (HIDALGO COUNTY HEALTH DEPARTMENT) SEGÚN EL REPORTE.

CADA LOTE EN LA SUBDIVISIÓN MIDE MEDIO ACRE. SE HICIERON DOS ES EXCAVACIONES DE EVALUACIÓN EN LUGARES OPUESTOS EN LA SUBDIVISIÓN (EXCAVACIONES ADICIONALES NO FUERON NECESARIAS PORQUE EL TERRENO EN ESTA ÁREA ES SIGNIFICANTEMENTE UNIFORME). EL TERRENO ES UNIFORME (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 $ 1,145.00 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 $ $ 64,120.00. EL DEPARTAMENTO DE SALUBRIDAD DEL CONDADO DE HIDALGO HA INSPECCIONADO TODOS LAS FOSAS SÉPTICAS Y AH APROBADO LA INSTALACIÓN DE LAS FOSAS SÉPTICAS DESDE (10–22–2013). LOTES 1 AL 5 & 38 AL 42 SE LE INSTALARA LAS FOSAS SEPTICAS EN EL TEMPO DEL PERMISO DE CONSTRUCCION.

CERTIFICACIÓN:

CON MI FIRMA, CERTIFICO QUE LOS SERVICIOS Y SISTEMAS DE AGUA Y DE DRENAJE, DESCRITOS EN ESTE DOCUMENTO CUMPLEN CON LAS MODEL SUBDIVISION RULES (LAS REGLAS GOBERNANDO A LAS SUBDIVISIONES), ADOPTADAS EN LA SECCIÓN 16.343 DEL TEXAS WATER CODE (CODIGO DE AGUA DE TEXAS). CERTIFICO QUE LOS GASTOS PARA INSTALAR LOS SISTEMAS DE AGUA Y DE DRENAJE SON:

AGUA: EL SISTEMA/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 $ 1,145.00 A UN COSTO TOTAL DE $ 64,120.00 TODA LA SUBDIVISIÓN.

_____ _____
ENGINEER'S SIGNATURE DATE

SUBDIVIDER CERTIFICATION

1. BY COMPLETING THE IMPROVEMENTS DESCRIBED ON THE PLAT, SUBDIVIDER WILL COMPLY WITH MINIMUM STATE STANDARDS AND THAT (a) WATER QUALITY AND CONNECTIONS INCLUDING WATER METERS 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, RICK HARBISON, SUBDIVIDER OF HUISACHE ACRES #12, 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.

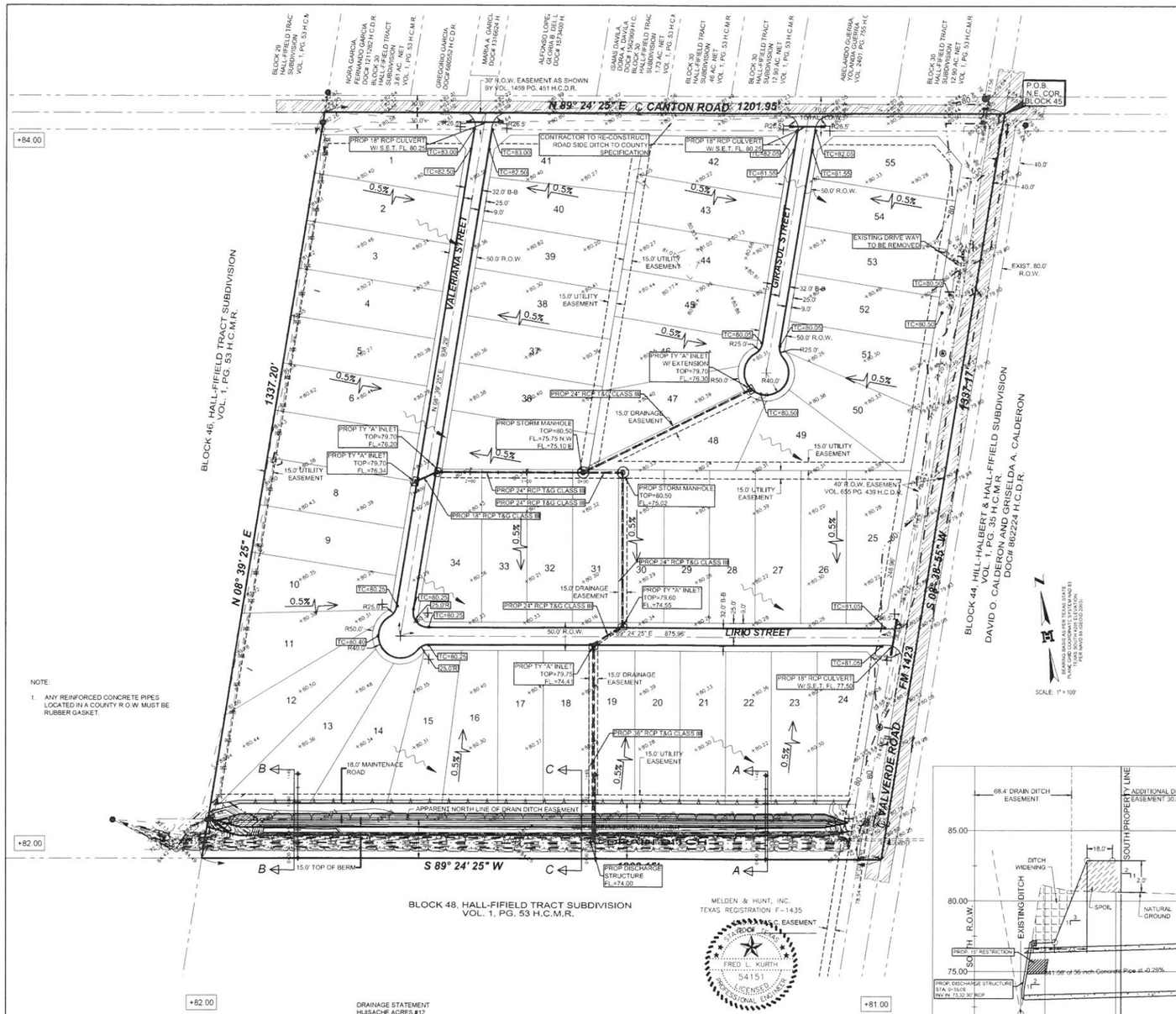
_____
OWNER
RICK D. HARBISON
PRESIDENT OF RHTJ MANAGEMENT LLC;
GENERAL PARTNER OF RHTJ PROPERTIES, LTD.
28012 DAL-CIN DRIVE
SAN ANTONIO, TX 78260

STATE OF TEXAS
COUNTY OF HIDALGO:

BEFORE ME, THE UNDERSIGNED AUTHORITY; ON THIS DAY PERSONALLY APPEARED RICK HARBISON, KNOWN TO ME THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT AND ACKNOWLEDGED TO BE THAT HE EXECUTED THE SAME FOR PURPOSED AND CONSIDERATION THEREIN STATED,GEVEN UNDER MY HAND AND SEAL OF OFFICE THIS THE

_____DAY OF _____20_____.

_____
NOTARY PUBLIC
MY COMMISSION EXPIRES_____



NOTE:

1. ANY REINFORCED CONCRETE PIPES LOCATED IN A COUNTY R.O.W. MUST BE RUBBER GASKET.

BLOCK 48, HALL-FIFIELD TRACT SUBDIVISION
VOL. 1, PG. 53 H.C.M.R.

MELDEN & HUNT, INC.
TEXAS REGISTRATION F-1435

FRED L. KURTH
54151
LICENSED
PROFESSIONAL ENGINEER

MAP OF TOPOGRAPHY AND DRAINAGE:
MAPA DE TOPOGRAFIA Y DESAGUE:

SUBDIVISION PLAT OF

HUISACHE ACRES #12

BEING A RESUBDIVISION OF
36.421 ACRES BEING ALL OF BLOCK 45
HALL-FIFIELD TRACT SUBDIVISION
VOLUME 1, PAGE 53 H.C.M.R.
HIDALGO COUNTY, TEXAS

DRAINAGE STATEMENT
HUISACHE ACRES #12

HUISACHE ACRES #12 IS A 36.421-ACRES BEING ALL OF BLOCK 45, HALL-FIFIELD TRACT SUBDIVISION, AS RECORDED IN VOLUME 1, PAGE 53, HIDALGO COUNTY MAP RECORDS, HIDALGO COUNTY, TEXAS. THE PROPERTY IS LOCATED ALONG THE SOUTHWEST CORNER OF CANTON ROAD AND VAL VERDE ROAD (F.M. 1423). IT IS BEING PROPOSED AS A 56-LOT RESIDENTIAL SUBDIVISION. THE PROPERTY IS CURRENTLY OPEN AND IS LOCATED IN ZONE "C" IN FEMA'S FLOOD INSURANCE RATE MAP, COMMUNITY PANEL NO. 480334 0425 C, MAP REVISED NOVEMBER 16, 1982. ZONE "C" IS DEFINED AS "AREA OF MINIMAL FLOODING".

THE SOILS ARE HIDALGO SANDY CLAY LOAM, WHICH ARE IN HYDROLOGIC GROUP "B" RESPECTIVELY. SOIL GROUP "B" IS MODERATELY PERVIOUS WITH A RELATIVELY LOW PLASTICITY INDEX. (SEE EXCERPTS FROM "SOIL SURVEY OF HIDALGO COUNTY, TEXAS").

EXISTING RUNOFF IS BY SURFACE FLOW IN AN EASTERLY DIRECTION AND HAS A RUNOFF OF 8.00 C.F.S. DURING THE 10-YEAR STORM FREQUENCY AS PER THE ATTACHED CALCULATIONS.

THE PROPOSED DRAINAGE FOR **HUISACHE ACRES #12** SHALL CONSIST OF SURFACE RUNOFF FROM THE LOTS INTO PROPOSED STREETS FLOWING TO THE SOUTH OF THIS SUBDIVISION. RUNOFF FROM STREETS SHALL FLOW INTO THE DONNA IRRIGATION DISTRICT DITCH VIA TYPE "A" INLETS AND AN 18" TO 30" STORM DRAINAGE SYSTEM. THE EXISTING DONNA IRRIGATION DISTRICT DITCH FLOWS EAST ULTIMATELY DISCHARGING INTO THE DONNA LATERAL.

IN ACCORDANCE WITH THE HIDALGO COUNTY DRAINAGE POLICY, THE PEAK RATE OF RUNOFF IN THE SUBDIVISION WILL NOT BE INCREASED DURING THE 10-YEAR RAINFALL EVENT DUE TO THE IMPROVEMENTS IN THIS SUBDIVISION. THEREFORE, AS PER ATTACHED CALCULATIONS, 65,782 CUBIC FEET OF DETENTION WILL BE PROVIDED BY WIDENING THE DONNA IRRIGATION DISTRICT DITCH ALONG THE NORTH SIDE OF THIS SUBDIVISION.

CERTIFICATION

BY MY SIGNATURE BELOW, I CERTIFY THAT THE 100 YEAR FLOODPLAIN AS DESCRIBED IN COMMUNITY PANEL NUMBER 480334 0425 C, REVISED NOVEMBER 16, 1982 IS CONTAINED WITHIN THE WIDENING IF THE EXISTING DITCH ALONG THE NORTH SIDE OF THIS SUBDIVISION.

FRED L. KURTH, PE # 54151

MELDEN & HUNT, INC.
TEXAS REGIST. F-1435

MELDEN & HUNT, INC.
CONSULTANTS • ENGINEERS • SURVEYORS

115 W. McINTYRE
EDINBURG, TX. 78541
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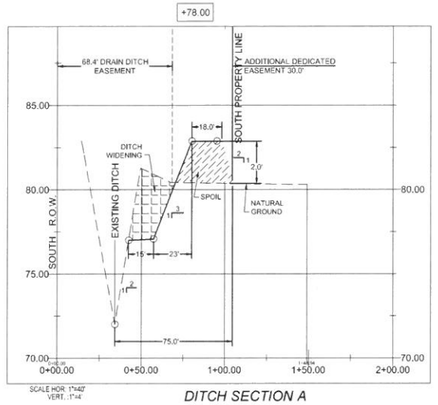
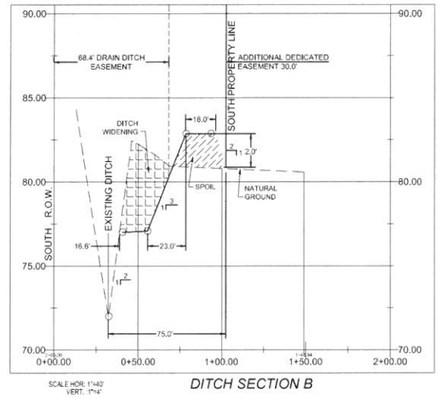
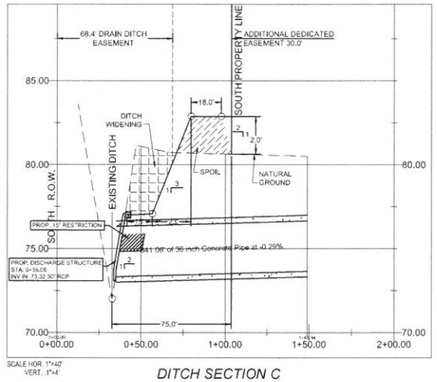
ESTABLISHED 1947



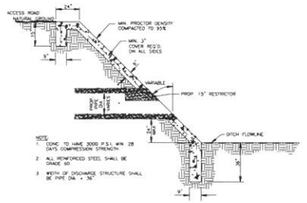
DITCH SECTION A



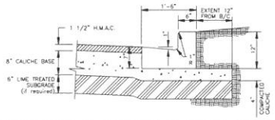
DITCH SECTION B



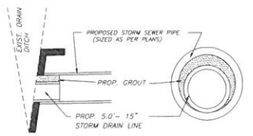
DITCH SECTION C



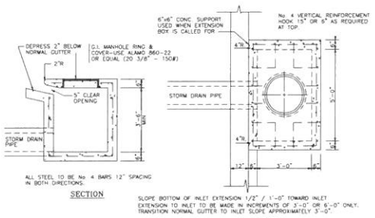
H.C.D.D.#1 STORM DISCHARGE STRUCTURE
N.T.S.



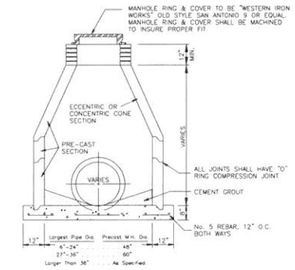
SECTION "A-A" - CONCRETE CURB & GUTTER



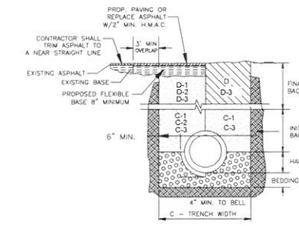
PROP. RESTRICTION DETAIL



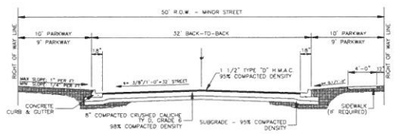
TYPE "A" INLET



STANDARD STORM SEWER PRE-CAST CONCRETE MANHOLE
N.T.S.



STORM TRENCH BEDDING AND BACKFILL DETAILS
N.T.S.



TYPICAL STREET CROSS SECTION
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: 12-01-2015

PROPOSED **Jardin Del Sur** SUBDIVISION, PRECINCT No. **1.**

ENGINEER: **R.E. Garcia & Associates** DEVELOPER: **Darrell Williams, Vice President of Hesco, Industrial Co.**

☒ PRELIMINARY APPROVAL ☐ FINAL APPROVAL ☐ FINAL APPROVAL WITH FINANCIAL GUARANTEE ☐ WITH VARIANCE

NUMBER OF LOTS: **49** ☒ *SINGLE FAMILY ___ ☐ *MULTI-FAMILY ___ ☐ COMMERCIAL ___ ☐ INSTITUTIONAL

LOCATION DESCRIPTION: **North of Minnesota Road approximately ¼ mile West of Val Verde (FM 1423)Road.**

SUBDIVISION LIES WITHIN THE: ☒ *The rural area of the County.*

DRAINAGE REPORT WAS APPROVED BY HCDD#1: ON **11-04-2015** PROPERTY LIES WITHIN FLOOD ZONE: **"C"** AS PER FEMA.

DRAINAGE DESIGN: **Storm drainage system and by widening the existing drain ditch along the north property line.**

ROAD R.O.W. DEDICATION: **20.00 feet on to Minnesota Road.**

H.C.R.O.W. PRELIMINARY APPROVAL DATE: **11-09-2015** By, **Roy Gonzalez, Pct. 1** R.O.W. AGENT

H.C.H.D. PRELIMINARY APPROVAL DATE: **11-13-2015** By, **Elizardo "Chardo" Ramos** Environmental Health Division Manager

SEWER SYSTEM: ☒ OSSF & SOIL ANALYSIS WERE CONDUCTED BY: **Raul Garcia**
☐ OSSF HAVE BEEN INSTALLED AND INSPECTED BY HCHD ON:

WATER SERVICE PROVIDER: **NAWSC** LINE SIZE: **8"** LOCATION: **Val Verde Road.**

H.C.O.E.C. PRELIMINARY APPROVAL DATE: **11-13-2015** : 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.

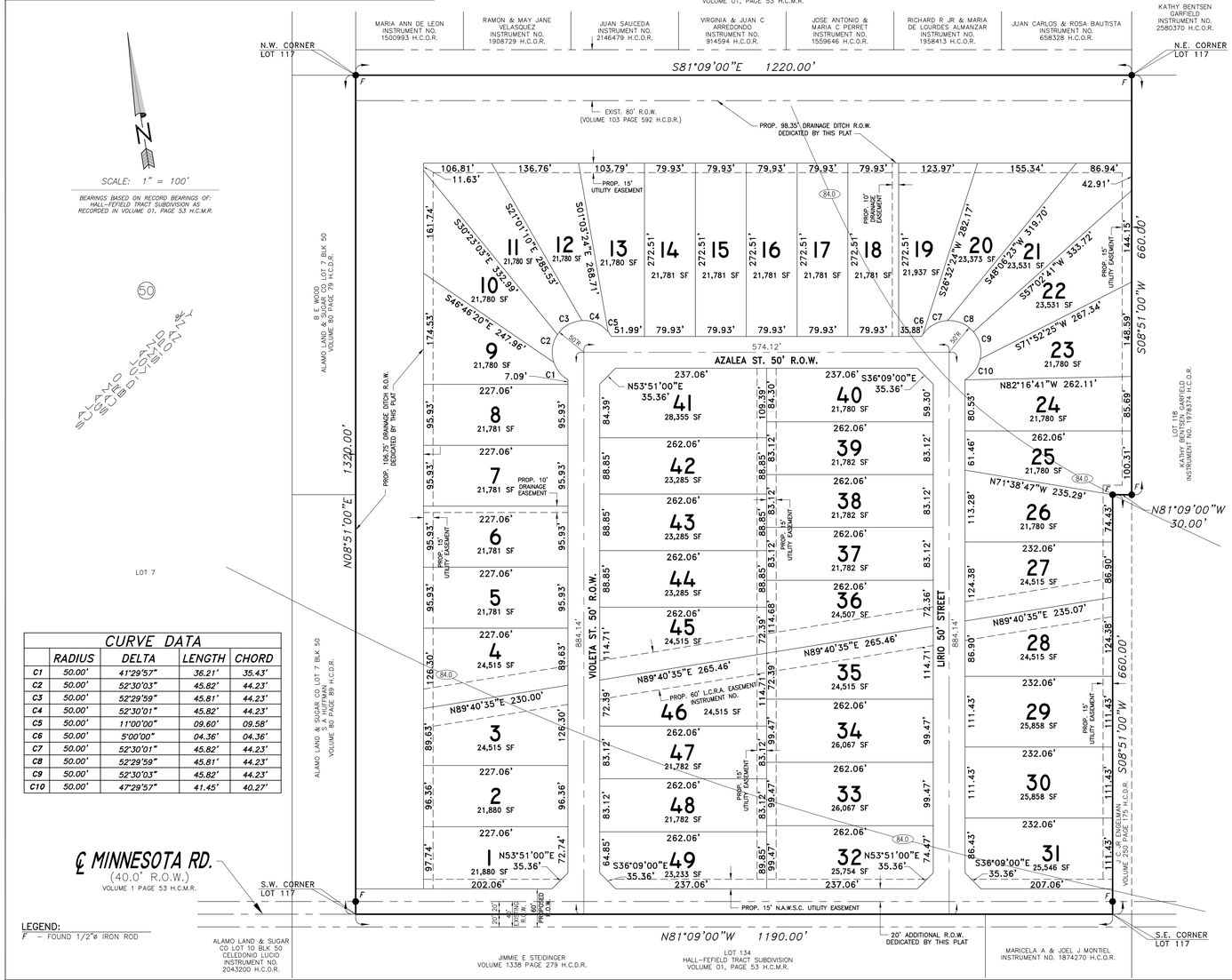
REQUEST FOR FINAL APPROVAL WITH: ☐ **Cash Deposit:** *Amount:$_____For:* ☐ *OSSF(S)_____* ☐ PAVING ☐ DRAINAGE ☐ STREET SIGNS
☐ **A Letter of Credit** *Financial Institution: _____ L.O.C No. _____*
Amount: $_____For: ☐ *OSSF(S)_____* ☐ PAVING ☐ DRAINAGE ☐ STREET SIGNS

PRELIMINARY APPROVAL FROM THE HIDALGO COUNTY COMMISSIONERS COURT ON: _____, __

STAFF RECOMMENDS:
☒ **Preliminary Approval** *subject comments and future recommendations by planning and other Departments,*
☐ **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.*

REVISION NOTES				
NO.	SHEET	REVISION	DATE	APPROVED



CURVE DATA				
	RADIUS	DELTA	LENGTH	CHORD
C1	50.00'	41°29'57"	36.21'	35.43'
C2	50.00'	52°30'03"	45.82'	44.23'
C3	50.00'	52°29'59"	45.81'	44.23'
C4	50.00'	52°30'01"	45.82'	44.23'
C5	50.00'	11°00'00"	09.60'	09.58'
C6	50.00'	5°00'00"	04.36'	04.36'
C7	50.00'	52°30'01"	45.82'	44.23'
C8	50.00'	52°29'59"	45.81'	44.23'
C9	50.00'	52°30'03"	45.82'	44.23'
C10	50.00'	47°29'57"	41.45'	40.27'

THE STATE OF TEXAS
COUNTY OF HIDALGO
OWNER'S CERTIFICATION, DEDICATION, & ATTESTATION

I, DARRELL WILLIAMS AS OWNER OF THE 36.52 ACRE TRACT OF LAND ENCOMPASSED WITHIN THE PROPOSED HEREBY SUBDIVIDE THE LAND AS DEPICTED IN THIS SUBDIVISION PLAT AND DEDICATE TO PUBLIC USE THE STREET 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 WILL MEET THE MINIMUM STANDARDS;
(B) SEWER CONNECTIONS TO THE LOTS OR SEPTIC TANKS WILL MEET THE MINIMUM STATE STANDARDS;
(C) ELECTRICAL CONNECTIONS PROVIDED TO THE LOTS OR SEPTIC TANKS WILL MEET THE MINIMUM STATE STANDARDS;
(D) GAS CONNECTIONS, IF AVAILABLE, PROVIDED TO THE LOTS WILL MEET THE MINIMUM STATE STANDARDS;

I ATTEST THAT THE MATTERS ASSERTED IN THIS PLAT ARE TRUE AND COMPLETE.

DARRELL WILLIAMS, VICE PRESIDENT — DATE
HESCO INDUSTRIAL COMPANY, LLC
11916 W MILE 7 RD.
MISSION, TEXAS 78573

THE STATE OF TEXAS
COUNTY OF HIDALGO

BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, ON THIS DAY APPEARED DARRELL WILLIAMS, KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT, AND ACKNOWLEDGED TO ME THAT THEY EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATIONS THEREIN EXPRESSED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS THE _____ DAY OF _____, 20___.

MY COMMISSION EXPIRES: — NOTARY PUBLIC IN AND FOR HIDALGO COUNTY, TEXAS

APPROVAL BY HIDALGO COUNTY DRAINAGE DISTRICT NO. 1:

HIDALGO COUNTY DRAINAGE DISTRICT NO. 1 HEREBY CERTIFIES THAT THE PLAN FOR THIS SUBDIVISION COMPANY 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 OF THE SUBDIVISION AND ITS ENGINEER TO MAKE THESE DETERMINATIONS.

HIDALGO COUNTY DRAINAGE DISTRICT NO. 1

RAUL E. SESIN, P.E., C.F.M. — DATE
GENERAL MANAGER

APPROVAL BY DONNA IRRIGATION DISTRICT:

THIS PLAT HEREBY APPROVED BY DONNA IRRIGATION DISTRICT No. 2, ON THIS _____ DAY OF _____ 20___.

DONNA IRRIGATION DISTRICT WILL NOT BE RESPONSIBLE FOR DRAINAGE OR DELIVERY OF WATER TO ANY LOT OF THIS SUBDIVISION, IF DESIRED THIS WILL NOT BE AT THE DISTRICTS EXPENSE.

ATEST: _____
PRESIDENT — DATE — SECRETARY — DATE

COUNTY OF HIDALGO
CERTIFICATE OF PLAT APPROVAL
UNDER LOCAL GOVERNMENT CODE §232.028(a)

WE, THE UNDERSIGNED CERTIFY THAT THIS PLAT OF JARDIN DEL SUR SUBDIVISION WAS REVIEWED AND APPROVED BY THE HIDALGO COUNTY COMMISSIONERS COURT ON_____ _____, 20___.

HIDALGO COUNTY JUDGE — DATE

ATTEST:
HIDALGO COUNTY CLERK — DATE

THE STATE OF TEXAS
COUNTY OF HIDALGO

I, _____, ADMINISTRATOR/DIRECTOR OF PLANNING AND ZONING DEPARTMENT OF THE CITY OF MISSION, TEXAS DO HEREBY CERTIFY THIS MINOR SUBDIVISION PLAT KNOWN AS SUPERIOR SUBDIVISION CONFORMS TO ALL SUBDIVISION REQUIREMENTS OF THIS CITY WHEREIN MY APPROVAL IS REQUIRED AND HAS BEEN APPROVED FOR RECORDING ON THIS THE DAY OF _____, 20___ WITH THE COUNTY CLERK OF HIDALGO COUNTY, TEXAS.

ADMINISTRATOR/PLANNING AND ZONING DEPARTMENT DIRECTOR — DATE

SUBDIVISION PLAT OF

JARDIN DEL SUR SUBDIVISION

A 36.52 ACRE TRACT OF LAND BEING A PORTION OF LOT 117, HALL–FEFIELD TRACT SUBDIVISION AS RECORDED IN VOLUME 1, PAGE 53, MAP RECORDS, HIDALGO COUNTY, TEXAS ALSO BEING THAT CERTAIN TRACT DESCRIBED IN SPECIAL WARRANTY DEED RECORDED IN DOCUMENT NO. 2603128, OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS.

DATE: AUGUST 30, 2015 — SCALE IN FEET: 0 100' 200' 300' — SCALE: 1" = 100'

PREPARED BY:
R. E. GARCIA & ASSOCIATES
ENGINEERS, SURVEYORS, PLANNERS
ENGINEER (F-5001) & SURVEYOR (10015300)
116 NORTH 12th AVE.
EDINBURG, TEXAS 78541 (956) 381-1061
EMAIL: REGAASSOC@AOL.COM

JOB NO.: 2015–059
DRAWN BY: D.E.S.

R.E. Garcia — 4204 — REGISTERED PROFESSIONAL LAND SURVEYOR — R. E. GARCIA & ASSOCIATES

PLAT NOTES & RESTRICTIONS:

1. FLOOD ZONE STATEMENT:
FLOOD ZONE DESIGNATION: ZONE "C"
ZONE "C" IS DEFINED AS

COMMUNITY–PANEL NO. 480334 0425 C EFFECTIVE DATE: NOVEMBER 06, 1982, OF THE FEDERAL EMERGENCY MANAGEMENT AGENCY MAPS FOR HIDALGO COUNTY, TEXAS AND THE LOCAL FLOOD PLAIN ADMINISTRATOR HAVE IDENTIFY AN AREA AS SHOWN ON THIS PLAT WITHIN THE PROPOSED SUBDIVISION TO BE WITHIN THE 100–YEAR FLOOD PLAIN. CONSTRUCTION OF RESIDENTIAL HOUSING WITHIN ANY AREA OF THE SUBDIVISION THAT IS IN THE 100–YEAR FLOOD PLAIN IS PROHIBITED UNLESS THE HOUSING QUALIFIES FOR INSURANCE UNDER THE NATIONAL FLOOD INSURANCE ACT OF 1968 (42 U.S.C. SECTIONS 4001 THROUGH 4127).

2. SETBACKS:
FRONT: 20.00 FEET
REAR: 10.00 FEET OR EASEMENT, WHICHEVER IS GREATER
SIDE: 6.00 FEET OR EASEMENT WHICHEVER IS GREATER

3. GENERAL NOTE FOR SINGLE FAMILY RESIDENCES: NO MORE THAN ONE–SINGLE FAMILY DETACHED DWELLING SHALL BE LOCATED ON EACH LOT. THIS RESTRICTION SHALL BE PLACED IN ALL DEEDS AND CONTRACTS FOR DEEDS FOR REAL ESTATE SOLD WITHIN THE SUBDIVISION. (ANY OTHER USE SHALL REQUIRE PLANNING DEPARTMENT, OFFICE OF ENVIRONMENTAL COMPLIANCE, HEALTH DEPARTMENT AND FIRE MARSHALL APPROVAL). APPLICATIONS FOR CONSTRUCTION ARE REQUIRED PRIOR TO OCCUPYING THE LOT.

4. MINIMUM FINISH FLOOR NOTE: MINIMUM FINISHED FLOOR ELEVATION SHALL BE 24" ABOVE THE CENTER LINE OF STREET OR 24" 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. BENCHMARK NOTE: THE FOLLOWING BENCHMARKS ARE IDENTIFIED ON THE FACE OF THE PLAT AND ON THE ATTACHED ENGINEERING PLANS.
B.M.–1 ELEV. N.G.V.D. 83

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 _____ CUBIC–FEET (_____ ACRE–FEET) OF STORM WATER RUNOFF. DRAINAGE RETENTION IN ACCORDANCE WITH THE LOCAL REQUIREMENTS WILL BE ACCOMPLISHED AS FOLLOWS: BY UTILIZING PROPERLY GRADED LANDSCAPED AREAS.

7. ALL EASEMENTS ON THIS PLAT ARE DEDICATED BY THIS PLAT UNLESS NOTED OTHERWISE.

8. THERE ARE NO WATER WELLS WITHIN 150 FEET FROM THE BOUNDARIES ON THIS SUBDIVISION.

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 DRAIN FIELD SYSTEM.

E. APPROVED "OSSF" PERMIT APPLICATION IS REQUIRED INCLUDING INDIVIDUAL LOT PLANNING MATERIALS PRIOR TO OCCUPYING A LOT.

10. _____ THE OWNERS & SUBDIVIDERS OF _____ 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.

11. NO STRUCTURE SHALL BE PERMITTED OVER ANY EASEMENT. EASEMENTS SHALL BE KEPT CLEAR OF FENCES, BUILDINGS, SHEDS, SHRUBS TREES, AND OTHER PLANTINGS (EXCEPT LOW, LESS THAN 18 INCHES MATURE HEIGHT, GROUND COVER, GRASS, OR FLOWERS) AND OTHER OBSTRUCTIONS THAT WOULD INTERFERE WITH THE OPERATIONS AND MAINTENANCE OF THE EASEMENT.

12. EACH PURCHASED CONTRACT MADE BETWEEN A SUBDIVIDER AND PURCHASER OF A LOT IN THIS SUBDIVISION SHALL CONTAIN A STATEMENT DESCRIBING HOW AND WHEN WATER, SEWER, ELECTRICITY, AND GAS SERVICES WILL BE MADE AVAILABLE TO THE SUBDIVISION.

13. ALL PUBLIC UTILITIES EASEMENTS DEDICATED BY THIS PLAT SHALL BE A MINIMUM WIDTH OF 15.00 FEET AS PER THE HIDALGO COUNTY MODEL SUBDIVISION RULES. BY SIGNING THIS PLAT DEVELOPER AND ENGINEER CERTIFY THAT ALL OTHER EASEMENTS SHOWN COMPLY WITH THE SIZE REQUIRED BY EACH UTILITY PROVIDER OCCUPYING AN EASEMENT.

14. AN OFF–STREET PARKING LOT SITE PLAN & DRAINAGE PLAN APPROVED BY THE HIDALGO COUNTY PLANNING DEPARTMENT & OFFICE OF ENVIRONMENTAL COMPLIANCE SHALL BE REQUIRED FOR COMMERCIAL & 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.

INDEX OF SHEETS

	DESCRIPTION
1	HEADING; INDEX; LOCATION MAP AND ETJ; PRINCIPAL CONTACTS; PLAT WITH LOTS, STREETS AND EASEMENT DESIGNATION; METES & BOUNDS; SURVEYOR'S & ENGINEER'S CERTIFICATION; PLAT NOTES & RESTRICTIONS; OWNER'S DEDICATION, CERTIFICATION AND ATTESTATION; COUNTY CLERK'S RECORDING CERTIFICATE; HIDALGO COUNTY APPROVAL; DESCRIPTION OF LOCATION WITH RESPECT TO THE ETJ OF A MUNICIPALITY; H.C.D.D. APPROVAL; REVISION NOTES
2	WATER DISTRIBUTION AND SANITARY SEWER (OSSF) MAP, ENGINEERING REPORT (ENGLISH AND SPANISH VERSION), INCLUDING DESCRIPTION OF WATER AND WASTE WATER (OSSF) AND ENGINEER'S CERTIFICATION (ENGLISH AND SPANISH); SAMPLE OF LOG BORE FOR OSSF SYSTEM. TYPICAL WATER SERVICE CONNECTION; SUBDIVIDER CERTIFICATE AND STATEMENT, MAP OF TOPOGRAPHY & DRAINAGE WITH ENGINEER'S CERTIFICATION, REVISION NOTES, DRAINAGE REPORT INCLUDING DESCRIPTION OF DRAINAGE AND HOW IT WILL SERVE THIS DEVELOPMENT

SHEET NO. 1 OF 2 SHEETS

COUNTY CLERK'S RECORDING CERTIFICATE

I, _____, COUNTY CLERK OF HIDALGO COUNTY, CERTIFY THAT THE PLAT BEARING THIS CERTIFICATE WAS FILED FOR RECORD AT _____ O'CLOCK ___M, ON _____ _____, 20___ AND WAS RECORDED IN INSTRUMENT NO: _____ OF THE MAP RECORDS OF HIDALGO COUNTY.

HIDALGO COUNTY CLERK

THE STATE OF TEXAS
COUNTY OF HIDALGO
CERTIFICATE OF PLAT APPROVAL

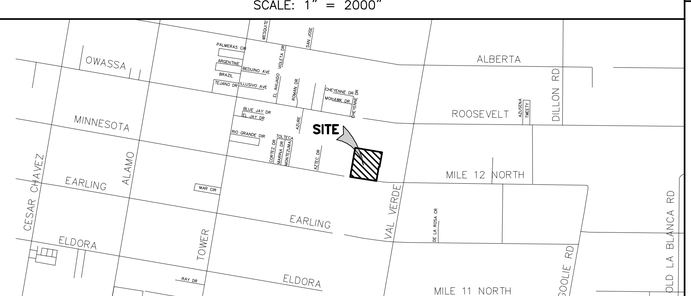
I THE UNDERSIGNED CERTIFY THAT THIS PLAT OF JARDIN DEL SUR SUBDIVISION WAS REVIEWED AND APPROVED BY THE HIDALGO COUNTY HEALTH DEPARTMENT ON

_____ _____, 20___.

ENVIRONMENTAL HEALTH DIVISION MANAGER — DATE

LOCATION MAP

SCALE: 1" = 2000"



PRINCIPAL CONTACTS:

	NAME:	ADDRESS:	CITY, STATE & ZIP:	PHONE #/ FAX #:
OWNER:	HESCO INDUSTRIAL CO., LLC.	11916 W MILE 7 RD.	MISSION, TEXAS 78573	(956) 225–6938
ENGINEER:	RAUL E. GARCIA	116 N. 12TH	EDINBURG, TX. 78539	(956) 381–1061/(956) 381–1280
SURVEYOR:	RAUL E. GARCIA	116 N. 12TH	EDINBURG, TX. 78539	(956) 381–1061/(956) 381–1280

METES AND BOUNDS DESCRIPTION

A 36.52 ACRE TRACT OF LAND BEING A PORTION OF LOT 117, HALL FEFIELD TRACT SUBDIVISION, AS RECORDED IN VOLUME 1, PAGES 53, MAP RECORDS, HIDALGO COUNTY, TEXAS, ALSO BEING THAT CERTAIN TRACT DESCRIBED IN SPECIAL WARRANTY DEED RECORDED IN DOCUMENT #2603128, OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS, AND BEING MORE FULLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT POINT ON THE CENTERLINE OF MINNESOTA ROAD ALSO BEING THE SOUTH LINE OF SAID LOT 117, FOR THE SOUTHEAST CORNER OF HEREIN DESCRIBED TRACT. SAID POINT BEARS N 81° 09' 00" W 30.00 FEET FROM THE SOUTHEAST CORNER OF SAID LOT 117.

THENCE N 81° 09' 00" W 1,190.00 FEET ALONG SAID CENTERLINE OF MINNESOTA ROAD ALSO BEING THE SOUTH LINE OF SAID LOT 117, TO A POINT FOR THE SOUTHWEST CORNER OF HEREIN DESCRIBED TRACT.

THENCE N 08° 51' 00" E PARALLEL TO THE WEST LINE OF SAID LOT 117, PASS AT 20.00 FEET A FOUND ONE-HALF INCH IRON ROD BEING THE NORTH RIGHT-OF-WAY LINE OF SAID MINNESOTA ROAD AND CONTINUING FOR A TOTAL DISTANCE OF 1,320.00 FEET TO A FOUND ONE-HALF INCH IRON ROD ON THE NORTH LINE OF SAID LOT 117 FOR THE NORTHWEST CORNER OF HEREIN DESCRIBED TRACT.

THENCE S 81° 09' 00" E 1,220.00 FEET ALONG SAID NORTH LINE OF LOT 117 TO A FOUND ONE-HALF INCH IRON ROD BEING THE NORTHEAST CORNER OF SAID LOT 117 FOR THE NORTHEAST CORNER OF HEREIN DESCRIBED TRACT.

THENCE S 08° 51' 00" W 660.00 FEET ALONG THE EAST LINE OF SAID LOT 117 TO A FOUND ONE–HALF INCH IRON ROD BEING THE NORTHEAST CORNER OF THAT CERTAIN TRACT DESCRIBED IN WARRANTY DEED RECORDED IN VOLUME 250, PAGE 175, DEED RECORDS, HIDALGO COUNTY, TEXAS, FOR AN EXTERIOR CORNER OF HEREIN DESCRIBED TRACT.

THENCE N 81° 09' 00" W 30.00 FEET ALONG THE NORTH LINE OF SAID TRACT DESCRIBED IN WARRANTY DEED RECORDED IN VOLUME 250, PAGE 175, DEED RECORDS, HIDALGO COUNTY, TEXAS BEING PARALLEL TO THE SOUTH LINE OF SAID LOT 117 TO A FOUND ONE-HALF INCH IRON ROD BEING THE NORTHWEST CORNER OF SAID TRACT DESCRIBED IN WARRANTY DEED RECORDED IN VOLUME 250, PAGE 175, DEED RECORDS, HIDALGO COUNTY, TEXAS, FOR AN INTERIOR CORNER OF HEREIN DESCRIBED TRACT.

THENCE S 08° 51' 00" W PARALLEL TO THE EAST LINE OF SAID LOT117, PASS AT 640.00 FEET A FOUND ONE-HALF INCH IRON ROD BEING THE NORTH RIGHT-OF-WAY LINE OF SAID MINNESOTA ROAD AND CONTINUING FOR A TOTAL DISTANCE OF 660.00 TO THE POINT OF BEGINNING AND CONTAINING 36.52 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 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 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 _____ 2015.

DARRELL WILLIAMS, VICE PRESIDENT — DATE
HESCO INDUSTRIAL COMPANY, LLC
11916 W MILE 7 RD.
MISSION, TEXAS 78573

THE STATE OF TEXAS
COUNTY OF HIDALGO

I, RAUL GARCIA , REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF TEXAS, DO HEREBY CERTIFY THAT THIS PLAT IS TRUE AND CORRECTLY MADE FROM AN ACTUAL SURVEY MADE ON THE GROUND OF THE PROPERTY LEGALLY DESCRIBED HEREON, AND THAT THERE ARE NO APPARENT DISCREPANCIES, CONFLICTS, OVERLAPPING OF IMPROVEMENTS, VISIBLE UTILITY LINES OR ROADS IN PLACE, EXCEPT AS SHOWN ON THE ACCOMPANYING PLAT, AND THAT THE CORNER MONUMENTS SHOWN THEREON WERE PROPERLY PLACED UNDER MY SUPERVISION IN ACCORDANCE WITH THE SUBDIVISION REGULATIONS OF THE CITY OF EDINBURG, TEXAS.

STATE OF TEXAS — REGISTERED — RAUL E. GARCIA — 4204 — PROFESSIONAL LAND SURVEYOR

REGISTERED PROFESSIONAL LAND SURVEYOR #4204

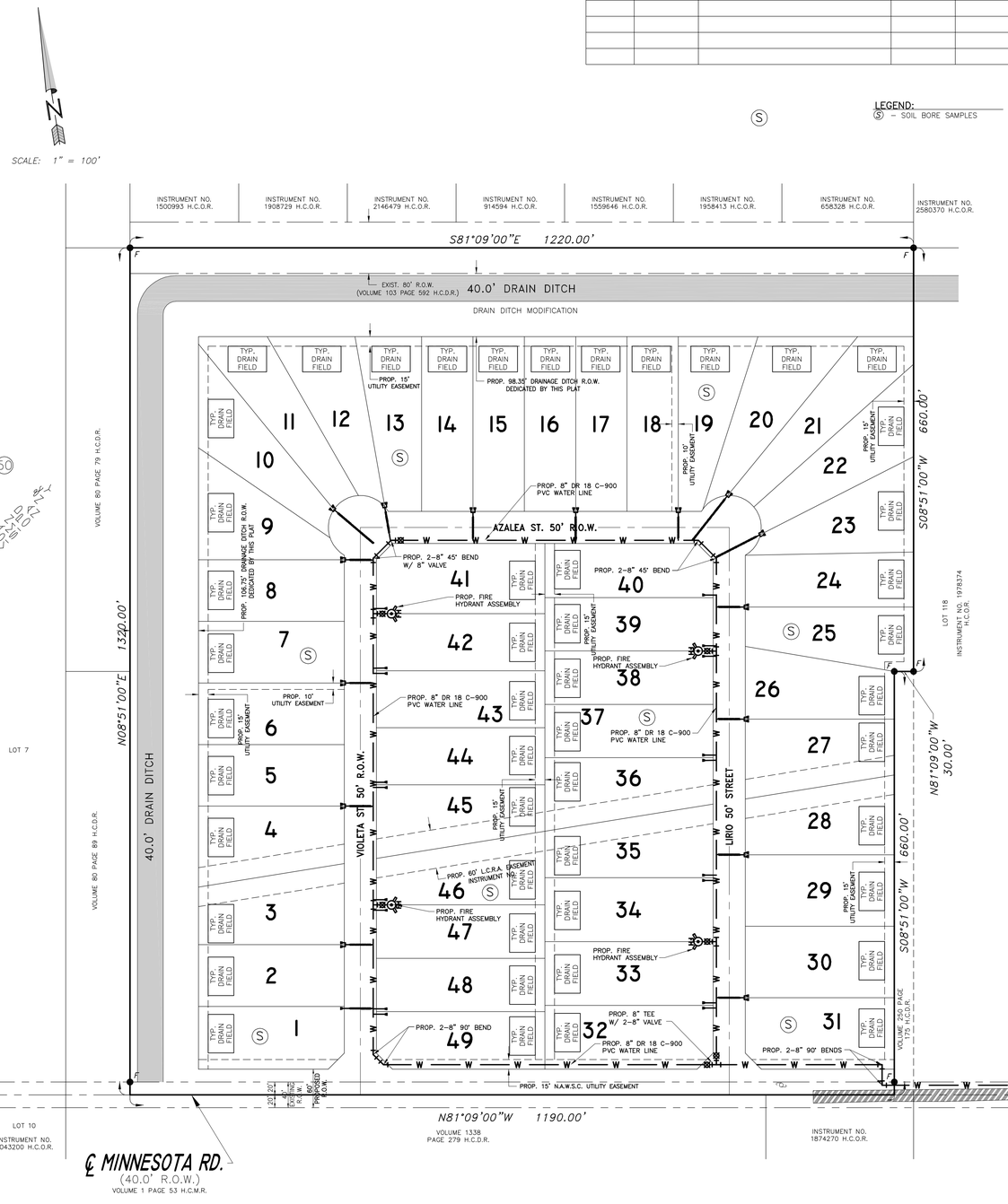
THE STATE OF TEXAS
COUNTY OF HIDALGO

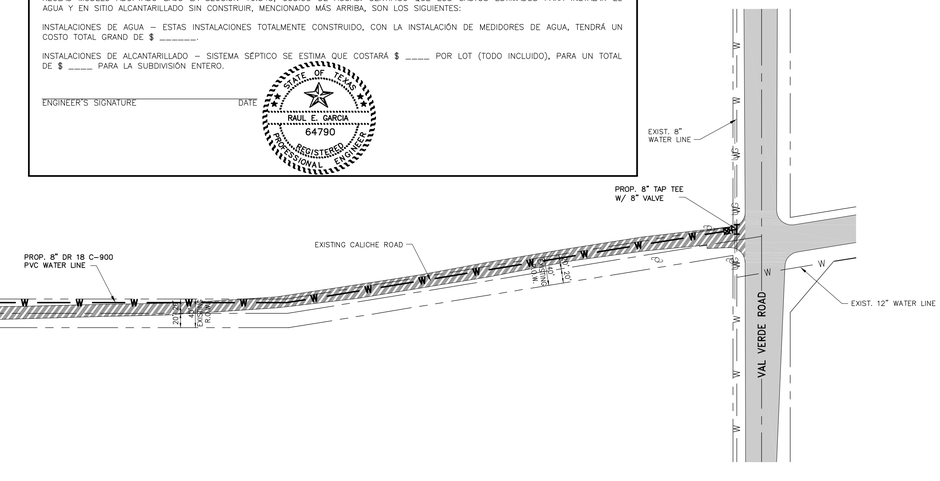
I, THE UNDERSIGNED, A REGISTERED PROFESSIONAL ENGINEER IN THE STATE OF TEXAS, HEREBY CERTIFY THAT PROPER ENGINEERING CONSIDERATION HAS BEEN GIVEN TO THIS PLAT.

STATE OF TEXAS — RAUL E. GARCIA — 64790 — REGISTERED — PROFESSIONAL ENGINEER

REGISTERED PROFESSIONAL ENGINEER #64790

	SHEET	REVISION	DATE	APPROVED





SHEET NO. 2 OF 3 SHEETS

SUBDIVIDER CERTIFICATION

1. – BY COMPLETING THE IMPROVEMENTS DESCRIBED ON THE PLAT, THE SUBDIVIDER WILL COMPLY WITH MINIMUM STATE STANDARDS AND THAT (a) WATER QUALITY AND CONNECTIONS INCLUDING WATER METERS TO THE LOTS MEET SUCH STANDARDS AND (b) SEWER CONNECTIONS TO THE LOTS OR SEPTIC TANKS MEET OR WILL MEET SUCH STANDARDS AND WILL BE BY THE STATE AND COUNTY REGULATIONS.

SUBDIVIDER STATEMENT:

1.– WE, HESCO INDUSTRIAL CO. LLC, SUBDIVIDERS OF JARDIN DEL SUR SUBDIVISION, HEREBY CERTIFY SEWER PERMITS HAVE BEEN. PAID AND ARE ON FILE FOR THE H.C.H.D.; THAT ANY ADEQUATE DRINKING WATER SOURCE IS IMMEDIATELY AVAILABLE TO EACH LOT OF THE TYPE, QUANTITY & QUALITY TO ENABLE EACH PERSON PURCHASING A LOT TO HAVE ADEQUATE WATER TO COMPLY WITH THE REGULATIONS AND THE LAWS OF THE STATE AS REQUIRED BY STATE AND COUNTY REGULATIONS. AND THE LAWS OF THE STATE AS REQUIRED BY STATE AND COUNTY REGULATIONS.

DARRELL WILLIAMS, VICE PRESIDENT — DATE
HESCO INDUSTRIAL COMPANY, LLC
11916 W MILE 7 RD.
MISSION, TEXAS 78573

THE STATE OF TEXAS
COUNTY OF HIDALGO

BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, ON THIS DAY APPEARED HESCO INDUSTRIAL CO. LLC. 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 EXPRESSED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS THE _____ DAY OF _____ ,20___.

MY COMMISSION EXPIRES: — NOTARY PUBLIC IN AND FOR HIDALGO COUNTY, TEXAS

INFORME FINAL DE INGENIERÍA JARDIN DEL SUR SUBDIVISIÓN
by Raul E. Garcia, P.E.
AGUA FINAL E INFORME DE INGENIERÍA DE ALCANTARILLADO

SUMINISTRO DE AGUA: Descripción, costo, Y FECHA OPERABILIDAD:

_____ SUBDIVISIÓN SE ENTREGA CON AGUA POTABLE POR LA CIUDAD DE _____(CIUDAD)_____. LA FRACCIONAN TERRENOS ___(CIUDAD)___ HAN FIRMADO UN CONTRATO EN EL QUE ____(CIUDAD)___ HA PROMETIDO PROVEER SUFICIENTE AGUA PARA LA SUBDIVISIÓN POR LO MENOS 30 AÑOS Y ____(CIUDAD)___ HA DOCUMENTACIÓN FACILITADA A ESTABLECIDO SUFICIENTEMENTE EL CANTIDAD LARGO PLAZO Y LA CALIDAD DE LA SUMINISTROS DE AGUA DISPONIBLES PARA SERVIR AL PLENO DESARROLLO DE ESTA SUBDIVISIÓN.

_____(CIUDAD)_____ TIENE UNA EXISTENTE "LÍNEA DE AGUA CORRIENTE DIÁMETRO POR EL LADO SUR DE LA MANERA CORRECTA DE LA DE ____(CARRETERA)___ ROAD. EL SISTEMA DE AGUA PARA _____ SUBDIVISIÓN CONSISTE EN UN SOLO 5/8" 2 SERVICIO DE AGUA DIÁMETRO LÍNEA QUE EVOCA A LAS EXISTENTE 2 "LINE. ESTA 5/8" LINE SERVICIO LUEGO CORRE HACIA EL NORTE EN LOS LOTES Y QUE TERMINA EN UN CONTADOR DE AGUA.

DISTRIBUCIÓN DE AGUA PARA EL SUBDIVISION _____ CONSTA DE UN SOLO 5/8 "LINE SERVICIO DE DIÁMETRO. SERVICIO DE DICHO TERMINAN EN EL CAJAS DE AGUA PARA METER LA LOT. EL 5/8" SERVICIO SIMPLE Y LA CAJA DE METRO YA HAN SIDO INSTALADO, A UN COSTO TOTAL DE $ _____. A PEDIDO POR EL PROPIETARIO LOT, LA CIUDAD DE ____(CIUDAD)____ INMEDIATAMENTE SE INSTALE SIN CARGO EL MEDIDOR DE AGUA PARA QUE MUCHO. LAS INSTALACIONES DE AGUA ENTEROS SE HAN APROBADO Y ACEPTADO POR LA CIUDAD DE ____(CIUDAD)____ Y DICHO SISTEMA DE DISTRIBUCIÓN ES OPERABLE A PARTIR DE LA FECHA DE LA GRABACIÓN DEL PLAT.

INSTALACIONES DE ALCANTARILLADO descripción; COSTO y operatividad FECHAS

ALCANTARILLADO DE _____ SUBDIVISIÓN SERÁ TRATADA POR ALCANTARILLADO INDIVIDUAL EN SITIO ("OSSF"), CONSISTENTE EN UN ESTÁNDAR DE DISEÑO DUAL COMPARTIMENTOS SEPTIC TANQUE Y UN CAMPO DE DRENAJE EN CADA LOTE. EL INGENIERO QUE FIRMA PROFESIONAL HA EVALUADO LA CONVENIENCIA DEL SITIO PARA FRACCIONAMIENTO OSSF Y PRESENTADO A FINALES INFORME QUE EL SITIO ES APTO PARA OSSF. EL INFORME FUE REVISADO Y APROBADO POR EL DEPARTAMENTO DE SALUD CONDADO DE HIDALGO. CADA LOTE TIENE ESPACIO ADECUADO PARA UN SUSTITUCIONES CAMPO DE DRENAJE.

SUELO INFORME DE EVALUACIÓN:

CADA LOTE EN LA SUBDIVISIÓN PROPUESTA ES POR LO MENOS MEDIO ACRE DE TAMAÑO. RECURSO NATURAL SERVICIO DE CONSERVACION DE SUELOS ENCUESTA DE LIBRO INDICADO UN SUELO ARENOSO FRANCO ARCILLOSO PARA LA ZONA. AL MENOS DOS EXCAVACIONES DE SUELOS SE REALIZARON EN EL SITIO, EN LOS EXTREMOS OPUESTOS DEL ÁREA DE DISPOSICIÓN PROPUESTO. (BORINGS ADICIONALES ERAN INNECESARIOS PORQUE LOS SUELOS SON UNIFORMES MUY DENTRO DE ESTA ZONA LÍMITE). EL SUELO ES UNA MARGA OSCURO MARRÓN GRISÁCEO SANDY ARCILLA QUE EXTIENDE HASTA 36 "DEBAJO DE LA PARTE INFERIOR DE CUALQUIER EXCAVACIONES PROPUESTAS. NO HAY INDICACIÓN DE AGUAS SUBTERRÁNEAS O UNA CAPA RESTRICTIVO EN UN PLAZO DE 24 '' DE FONDO DE LAS EXCAVACIONES PROPUESTAS. LOS DRENAJES COMPARTIMENTADO BIEN. EL SUELO ES UNA CLASE III DEL SUELO.

ENGINEER CERTIFICATION:

CON MI FIRMA, CERTIFICO QUE LAS FACILIDADES DE SERVICIO DE AGUA Y ALCANTARILLADO DESCRITAS ANTERIORES CUMPLEN CON LAS REGLAS MODELO ADOPTADO BAJO LA SECCIÓN 16.343, CÓDIGO DE AGUAS. CERTIFICO QUE LOS GASTOS ESTIMADOS PARA INSTALAR EL AGUA Y EN SITIO ALCANTARILLADO SIN CONSTRUIR, MENCIONADO MÁS ARRIBA, SON LOS SIGUIENTES:

INSTALACIONES DE AGUA – ESTAS INSTALACIONES TOTALMENTE CONSTRUIDO, CON LA INSTALACIÓN DE MEDIDORES DE AGUA, TENDRÁ UN COSTO TOTAL GRAND DE $ _____.

INSTALACIONES DE ALCANTARILLADO – SISTEMA SÉPTICO SE ESTIMA QUE COSTARÁ $ _____ POR LOT (TODO INCLUIDO), PARA UN TOTAL DE $ _____ PARA LA SUBDIVISIÓN ENTERO.

ENGINEER'S SIGNATURE — DATE

STATE OF TEXAS · RAUL E. GARCIA · 64790 · REGISTERED PROFESSIONAL ENGINEER

PLAT OF
JARDIN DEL SUR SUBDIVISION

A 36.52 ACRE TRACT OF LAND BEING A PORTION OF LOT 117, HALL–FEFIELD TRACT SUBDIVISION AS RECORDED IN VOLUME 1, PAGE 53, MAP RECORDS, HIDALGO COUNTY, TEXAS ALSO BEING THAT CERTAIN TRACT DESCRIBED IN SPECIAL WARRANTY DEED RECORDED IN DOCUMENT NO. 2603128, OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS.

DATE: OCTOBER 28, 2015

SCALE IN FEET
0 40' 80' 120'

SCALE: 1" = 100'

PREPARED BY:

R. E. GARCIA & ASSOCIATES
ENGINEERS, SURVEYORS, PLANNERS
ENGINEER (F-3001) & SURVEYOR (100115300)
116 NORTH 12th AVE.
EDINBURG, TEXAS 78541 (956) 381-1061
EMAIL: REGAASSOC@AOL.COM

R.E. Garcia 64790 Associates

JOB NO.: 2015–059
DRAWN BY: D.E.S.

FINAL ENGINEERING REPORT FOR JARDIN DEL SUR SUBDIVISION
by Raul E. Garcia, P.E
FINAL WATER AND SEWER ENGINEERING REPORT

WATER SUPPLY: DESCRIPTION, COST, AND OPERABILITY DATE:

JARDIN DEL SUR SUBDIVISION WILL BE PROVIDED WITH POTABLE WATER BY THE CITY OF _____(city)_____. THE SUBDIVIDER AND ___(city)___ HAVE ENTERED INTO A CONTRACT IN WHICH _____(city)_____ HAS PROMISED TO PROVIDE SUFFICIENT WATER TO THE SUBDIVISION FOR AT LEAST 30 YEARS AND _____(city)_____ 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.

_____(city)_____ HAS AN EXISTING 2" DIAMETER WATER LINE RUNNING ALONG THE SOUTH SIDE OF THE RIGHT-OF-WAY OF _____(road)_____ ROAD. THE WATER SYSTEM FOR _____ SUBDIVISION CONSISTS OF A SINGLE 5/8" DIAMETER WATER SERVICE LINE THAT TAPS INTO THE EXISTING 2" LINE. THIS 5/8" SERVICE LINE THEN RUNS NORTH INTO THE LOTS AND ENDING IN A WATER METER.

WATER DISTRIBUTION FOR THE _____ SUBDIVISION CONSISTS OF A SINGLE 5/8" DIAMETER SERVICE LINE. SAID SERVICE TERMINATE AT THE WATER METER BOXES FOR THE LOT. THE 5/8" SINGLE SERVICE AND THE METER BOX HAVE ALREADY BEEN INSTALLED, AT A TOTAL COST OF $_____. UPON REQUEST BY THE LOT OWNER, THE CITY OF ____(city)____ WILL PROMPTLY INSTALL AT NO CHARGE THE WATER METER FOR THAT LOT. THE ENTIRE WATER FACILITIES HAVE BEEN APPROVED AND ACCEPTED BY THE CITY OF ___(city)___ 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 JARDIN DEL SUR 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. THE UNDERSIGNED PROFESSIONAL ENGINEER HAS EVALUATED THE SUITABILITY OF THE SUBDIVISION SITE FOR OSSF AND SUBMITTED A REPORT CONCLUDING THAT THE SITE IS SUITABLE FOR OSSF. THE REPORT WAS REVIEWED AND APPROVED BY THE HIDALGO COUNTY HEALTH DEPARTMENT. EACH LOT HAS ADEQUATE AREA FOR A REPLACEMENTS DRAINFIELD.

SOIL EVALUATION REPORT:

EACH LOT IN THE PROPOSED SUBDIVISION IS AT LEAST 1/2 ACRE IN SIZE. THE NATURAL RESOURCE CONSERVATION SERVICE SOIL SURVEY BOOK INDICATED A SANDY CLAY LOAM SOIL FOR THE AREA. AT LEAST TWO SOIL EXCAVATIONS WERE PERFORMED ON THE SITE, AT OPPOSITE ENDS OF THE PROPOSED DISPOSAL AREA. (ADDITIONAL BORINGS WERE UNNECESSARY BECAUSE THE SOILS ARE VERY UNIFORM WITHIN THIS LIMIT AREA). THE SOIL IS A DARK GRAYISH BROWN SANDY CLAY LOAM 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 SOIL IS A CLASS III SOIL.

THE EXISTING SEPTIC TANKS AND DRAIN FIELDS FOR LOTS 1 AND 2 WERE UNCOVERED, INSPECTED, REPAIRED AND PLACED IN PROPER WORKING ORDER BY MR. JOSE ANGLE GONZALEZ, OSSF LICENSE #1350 AND APPROVED BY THE HIDALGO COUNTY ENVIRONMENTAL HEALTH DEPARTMENT.

ENGINEER CERTIFICATION:

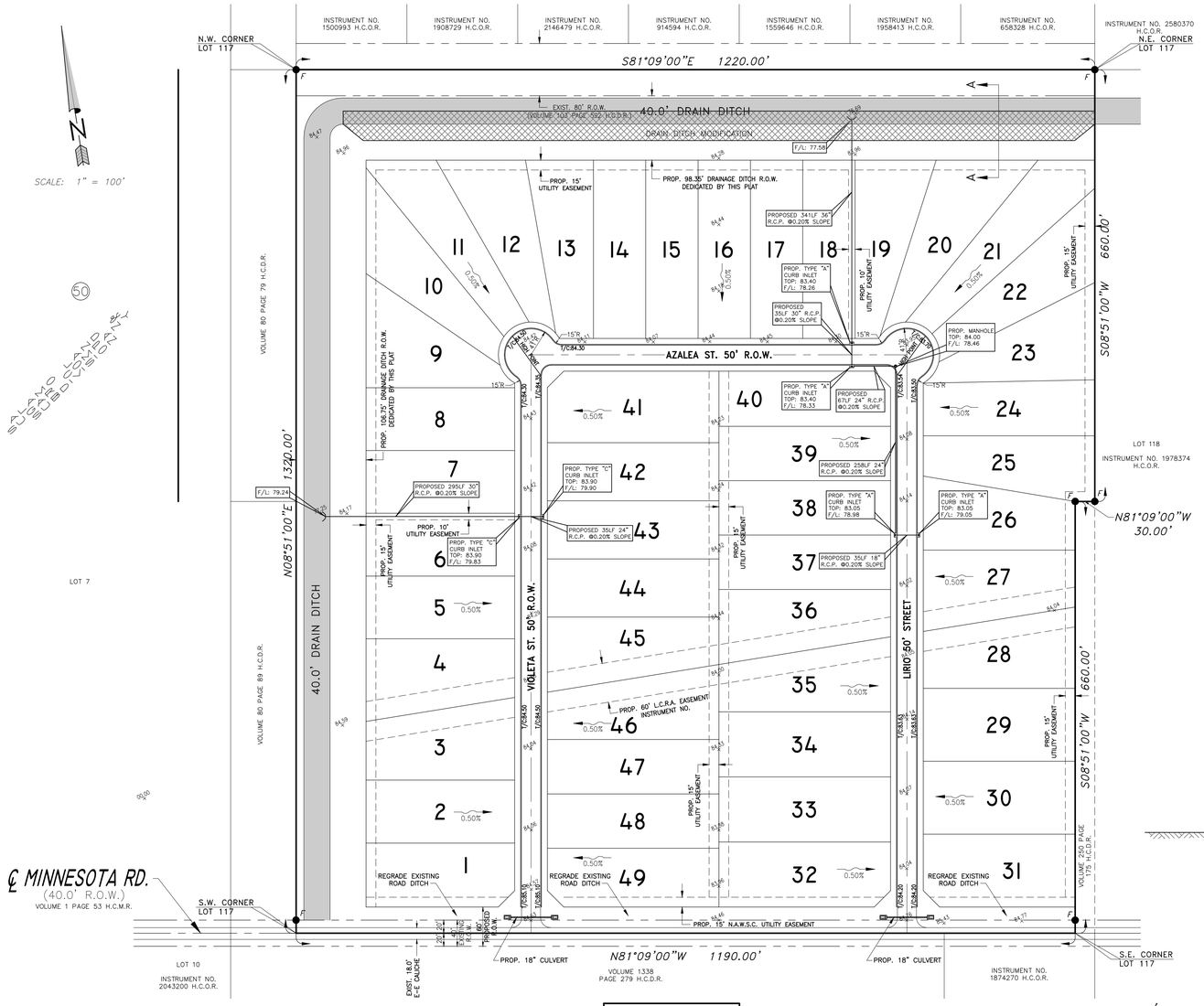
BY MY SIGNATURE BELOW, I CERTIFY THAT THE WATER AND SEWAGE SERVICE FACILITIES DESCRIBED ABOVE ARE IN COMPLIANCE WITH THE MODEL RULES ADOPTED UNDER SECTION 16.343, WATER CODE. I CERTIFY THAT THE ESTIMATED COSTS TO INSTALL UNCONSTRUCTED WATER AND ON–SITE SEWAGE FACILITIES, DISCUSSED ABOVE, ARE AS FOLLOWS:

WATER FACILITIES – THESE FACILITIES FULLY CONSTRUCTED, WITH THE INSTALLATION OF WATER METERS, WILL COST A GRAND TOTAL OF $_____.

SEWAGE FACILITIES – SEPTIC SYSTEM IS ESTIMATED TO COST $_____ PER LOT (ALL INCLUSIVE), FOR A TOTAL OF $0.00 FOR THE ENTIRE SUBDIVISION.

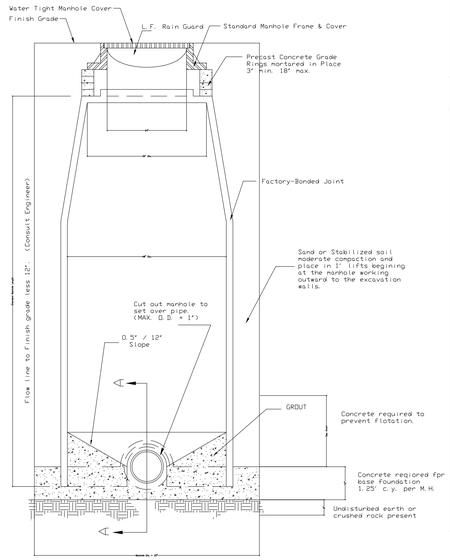
ENGINEER'S SIGNATURE — DATE

STATE OF TEXAS · RAUL E. GARCIA · 64790 · REGISTERED PROFESSIONAL ENGINEER

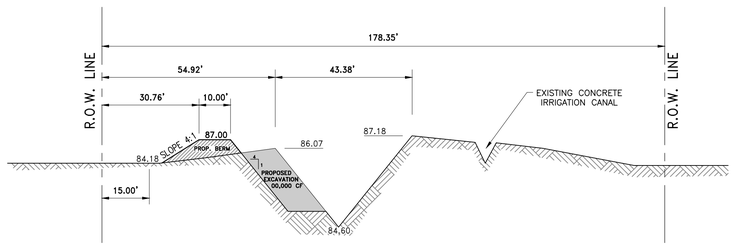


General Notes:

1. Before attempting to install any manhole be sure excavation has been shored properly.
2. Concrete base to be poured in place in trench.
3. Manhole cut-out to be made at time of installation.
4. Manhole to be installed by inserting into wet concrete base.
5. Future connections if a sealant between pipe and manhole is needed use stauffer chemical "SWS940RTV" silicone sealant or equal sealer Fill bottom of manhole with grout for junctions.



TYPICAL FIBERGLASS MANHOLE DETAIL
N.T.S.



DITCH MODIFICATION DETAIL
SECTION A–A
N.T.S.

PLAT OF
JARDIN DEL SUR SUBDIVISION

A 36.52 ACRE TRACT OF LAND BEING A PORTION OF LOT 117, HALL–FEFIELD TRACT SUBDIVISION AS RECORDED IN VOLUME 1, PAGE 53, MAP RECORDS, HIDALGO COUNTY, TEXAS ALSO BEING THAT CERTAIN TRACT DESCRIBED IN SPECIAL WARRANTY DEED RECORDED IN DOCUMENT NO. 2603128, OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS.

DATE: MARCH 30, 2015

SCALE IN FEET
0 40' 80' 120'

SCALE: 1" = 100'

PREPARED BY:

R. E. GARCIA & ASSOCIATES
ENGINEERS, SURVEYORS, PLANNERS
ENGINEER (F-8001) & SURVEYOR (100115300)
116 NORTH 12th AVE.
EDINBURG, TEXAS 78541 (956) 381-1061
EMAIL: REGAASSOC@AOL.COM

JOB NO.: 2015–059
DRAWN BY: D.E.S.

R.E. Garcia 64790 REGISTERED PROFESSIONAL ENGINEER Associates

DRAINAGE STATEMENT FOR JARDIN DEL SUR SUBDIVISION

JARDIN DEL SUR SUBDIVISION CONSISTS OF A 36.52 ACRE TRACT OF LAND BEING A PORTION OF LOT 117, HALL FEFIELD TRACT SUBDIVISION, AS RECORDED IN VOLUME 1, PAGES 53, MAP RECORDS, HIDALGO COUNTY, TEXAS, THE SITE IS LOCATED ON THE NORTH SIDE OF MINNESOTA ROAD APPROXIMATELY 1,200.00 FEET WEST OF VAL VERDE ROAD(FM 1423). THE PROPERTY IS BEING SUBDIVIDED INTO 49 LARGE SINGLE FAMILY LOTS. THE TRACT IS BASICALLY FLAT WITH A SLIGHT SLOPE TO NORTH AND WEST TOWARDS EXISTING DONNA IRRIGATION DITCHES ADJACENT TO THE NORTH AND WEST SIDES OF THE SUBJECT SITE. THE PROPOSED SUBDIVISION IS LOCATED IN A ZONE "C" FLOOD HAZARD AREA AS DESIGNATED BY FEMA FIRM COMMUNITY PANEL NUMBER 480334 0425 C DATED NOVEMBER 16, 1982. ZONE "C" IS DEFINED AS AREAS DETERMINED TO BE OUTSIDE THE 500 YEAR FLOOD PLAIN.

THE SOIL FOR THIS PROPERTY IS A DARK GRAYISH BROWN SANDY CLAY LOAM WHICH IS MODERATELY PREVIOUS. THIS SOIL IS FOUND TO BE IN THE HYDROLOGIC GROUP "B" AS DETERMINED BY USE OF THE SOIL SURVEY OF HIDALGO COUNTY. (SEE ATTACHMENT). CURRENTLY THE PROPERTY IS USED FOR AGRICULTURAL PURPOSES.

EXISTING RUNOFF IS DIRECTED TOWARDS THE NORTH AND WEST TOWARD EXISTING DONNA IRRIGATION DRAINAGE DITCHES ADJACENT TO THE NORTH AND WEST SIDES OF THE SUBJECT SITE. THE PROPOSED SUBDIVISION WILL BE DRAINED BY A NEW STORM SEWER SYSTEM LOCATED WITHIN THE NEW STREETS. THIS NEW SYSTEM WILL DISCHARGE INTO THE UNNAMED DONNA IRRIGATION DISTRICT DRAINAGE DITCHES ADJACENT TO THE NORTH AND WEST SIDES OF THE SUBDIVISION AT TWO DISCHARGE LOCATIONS. THE SECTION OF THE EXISTING DITCHES WILL BE MODIFIED TO ALLOW FOR THE REQUIRED DETENTION TO BE HELD WITHIN THE MODIFIED DRAINAGE DITCH SECTION. THE DISCHARGE POINTS INTO THE DRAINAGE DITCHES WILL BE REVIEWED, APPROVED AND PERMITTED BY HIDALGO COUNTY DRAINAGE DISTRICT #1.

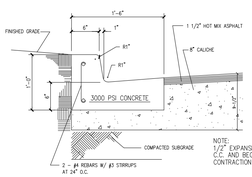
IN ACCORDANCE WITH THE HIDALGO COUNTY DRAINAGE POLICY, A MINIMUM OF 93,228 CUBIC FEET OF STORM RUNOFF WILL BE DETAINED WITH A MAXIMUM DISCHARGE RATE OF 15.40 CFS. THE PEAK RATE OF RUNOFF WILL NOT BE INCREASED DURING THE 10 YEAR RAINFALL EVENT.

CERTIFICATION:
BY MY SIGNATURE BELOW, I CERTIFY THAT THIS SUBDIVISION LIES IN A FLOOD ZONE "C":
AREAS DETERMINED TO BE OUTSIDE THE 500 YEAR FLOOD PLAIN

STATE OF TEXAS RAUL E. GARCIA 64790 REGISTERED PROFESSIONAL ENGINEER
REGISTERED PROFESSIONAL ENGINEER #64790

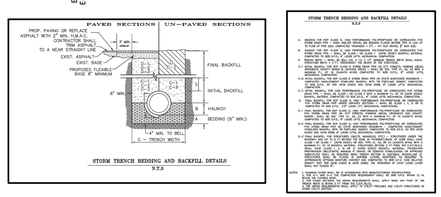
REVISION NOTES

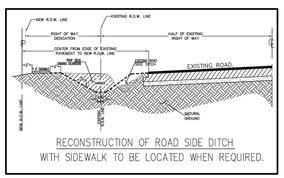
NO.	SHEET	REVISION	DATE	APPROVED



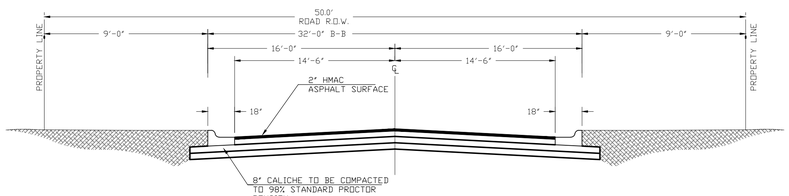
NOTE: 1/2" EXPANSION JOINTS REQUIRED AT 70' C.C. AND BEGINNING AND END ALL RADII CONTRACTION JOINTS NOT EXCEED 10' C.C.

CURB AND GUTTER DETAIL
N.T.S.

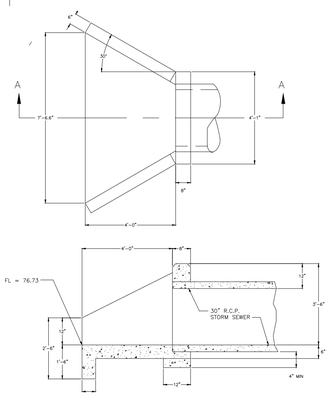




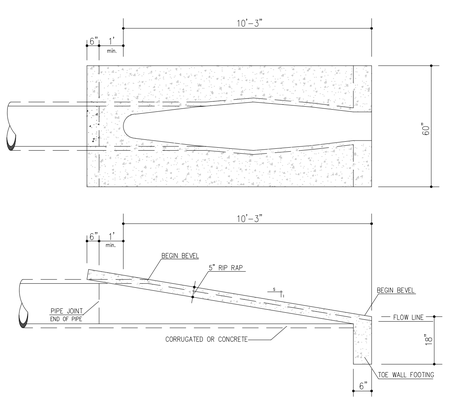
RECONSTRUCTION OF ROAD SIDE DITCH
WITH SIDEWALK TO BE LOCATED WHEN REQUIRED.



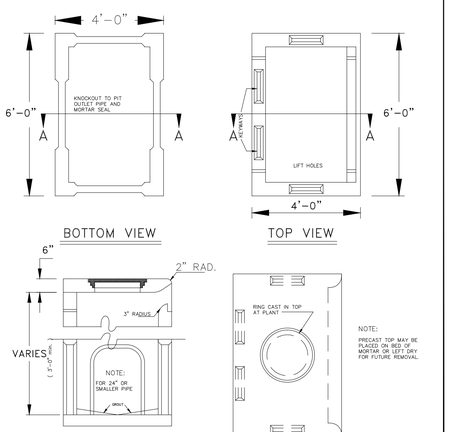
TYPICAL STREET DETAIL
N.T.S.



SECTION A–A
TYPICAL HEADWALL REINFORCEMENT DETAIL
N.T.S.



SAFETY END TREATMENT DETAIL
N.T.S.



TYPICAL TYPE "A" CURB INLET
SCALE : NONE

ALL REINFORCING TO BE #4 ON 12" @ O.C.E.W.
CONCRETE 6 SACKS, 4,000 P.S.I. MINIMUM APPROX.
WEIGHT 1300 PER VERTICAL FOOT. TYP. "A"
TOP APPROX. 1500 FOUR LIFT HOLES IN BOX
WALLS FOR HANDLING

SHEET NO. 3
OF 3 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: 12-01-2015

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. FINAL APPROVAL DATE: 10-13-2015 By, Roy Gonzalez, Pct. 1 R.O.W. AGENT

H.C.H.D. FINAL 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. 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.

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: October 27, 2015

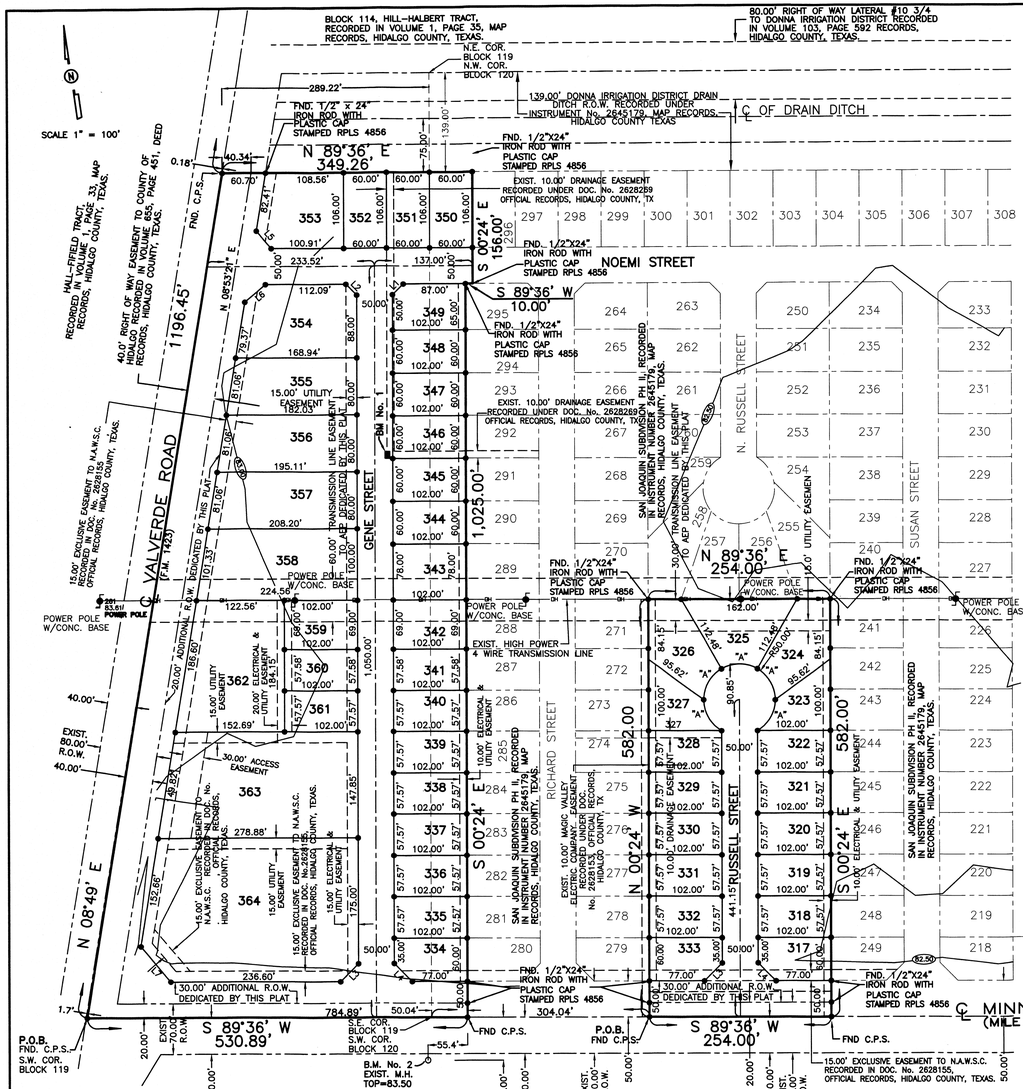
STAFF RECOMMENDS:

☐ **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*

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

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

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 GENE STREET. 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 CONSTRUCTIONS. 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'
CORNER SIDE (LOTS 353, 354 & 364)	20.00'
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 PROVIDED 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 81,393.98 CUBIC -FEET 1.41 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.

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.

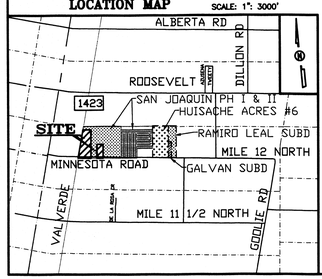
17.- AN OFF-STREET PARKING LOT SITE PLAN & DRAINAGE PLAN APPROVED BY THE HIDALGO COUNTY PLANNING DEPARTMENT SHALL BE REQUIRED FOR COMMERCIAL USE AT THE TIME OF APPLICATION FOR CONSTRUCTION PRIOR TO THE ISSUANCE OF A BUILDING AND/OR DEVELOPMENT PERMIT. NO WATER OR LIGHT CLEARANCES SHALL BE ISSUED UNTIL THE SITE PLAN AND DRAINAGE PLAN ARE APPROVED AND PROPOSED IMPREVEMENTS 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.- 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 MAP

SCALE: 1": 3000'



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 PCT. 1

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:	ALFONSO QUINTANILLA	124 E. STUBBS	EDINBURG, TX 78539	(956) 381-6480	(956)381-0527
SURVEYOR:	ALFONSO QUINTANILLA	124 E. STUBBS	EDINBURG, TX 78539	(956) 381-6480	(956)381-0527

SUBDIVISION PLAT OF:

SAN 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 1

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

RIGHT OF WAY EASEMENT

KNOW ALL MEN BY THESE PRESENTS, that the undersigned, owners of the property shown on this plat, their successors, assigns, and transferees (hereinafter called "Grantor"whether one or more persons are named), in consideration of one dollar ($1.00) and other good and valuable consideration paid by North Alamo Water Supply Corporation, (hereinafter called "Grantee"), the receipt and sufficiency of which is hereby acknowledged, does hereby grant, bargain, sell, transfer, and convey to said Grantee, its successors, and assigns, an exclusive perpetual easement with the right to erect, construct, install and thereafter use, operate, inspect, repair maintain, replace, and remove water distribution lines and appurtenances over and across the lands shown on this plat, together with the right of ingress and egress over Grantor's adjacent lands of the purpose for which the above mentioned rights are granted, The easement hereby granted shall not exceed 15' in width, and Grantee is hereby authorized to designate the course of the easement herein conveyed except that when the pipeline(s) is installed, the easement herein granted shall be limited to a strip of land 15' in width, the center line thereof being the pipeline installed.

In the event the easement hereby granted abuts on a public road and the city, county or state hereafter widens or relocates the public road so as to require the relocation of this water line as installed, Grantor further grants to Grantee an additional easement over and across the land shown on this plat for the purpose of laterally relocate said water line as may be necessary to clear the road improvements, which easement hereby granted shall be limited to a strip of land 15' in width, the center line thereof being the pipeline as relocated.

The consideration recited herein shall constitute payment in full for all damages sustained by Grantor by reason of the installation, maintenance, repair, replacement and relocation of the structures referred to herein, Thue 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 28th day of October 20 15.

BUENA TIERRA DEVELOPMENT INC.
TILLMIN WELCH, PRESIDENT
3714 S. EXPRESSWAY 281
EDINBURG TX, 78539

STATE OF TEXAS
COUNTY OF HIDALGO
OWNER'S DEDICATION, CERTIFICATION, AND ATTESTATION

I, TILLMIN WELCH, PRESIDENT OF BUENA TIERRA DEVELOPMENT INC., AS OWNER OF THE 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.

10-28-15
DATE

BUENA TIERRA DEVELOPMENT INC.
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 personlly 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 28th day of October, 2015

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

DATED THIS _____ DAY OF _____ 20____.
COMMISSION.

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.
GENERAL MANAGER — 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.

STATE OF TEXAS · ALFONSO QUINTANILLA · 95534 · LICENSED PROFESSIONAL ENGINEER

ALFONSO QUINTANILLA P.E.
P.E. No. 95534

10-28-15
DATE

THE COUNTY OF HIDALGO TEXAS

FILED FOR RECORD IN
HIDALGO COUNTY
ARTURO GUAJARDO, JR.
HIDALGO COUNTY CLERK

ON: _____ AT _____ AM/PM

INSTRUMENT NUMBER _____
OF THE MAP RECORDS OF HIDALGO COUNTY, TEXAS

BY: _____ DEPUTY

QUINTANILLA, HEADLEY AND ASSOCIATES, INC.

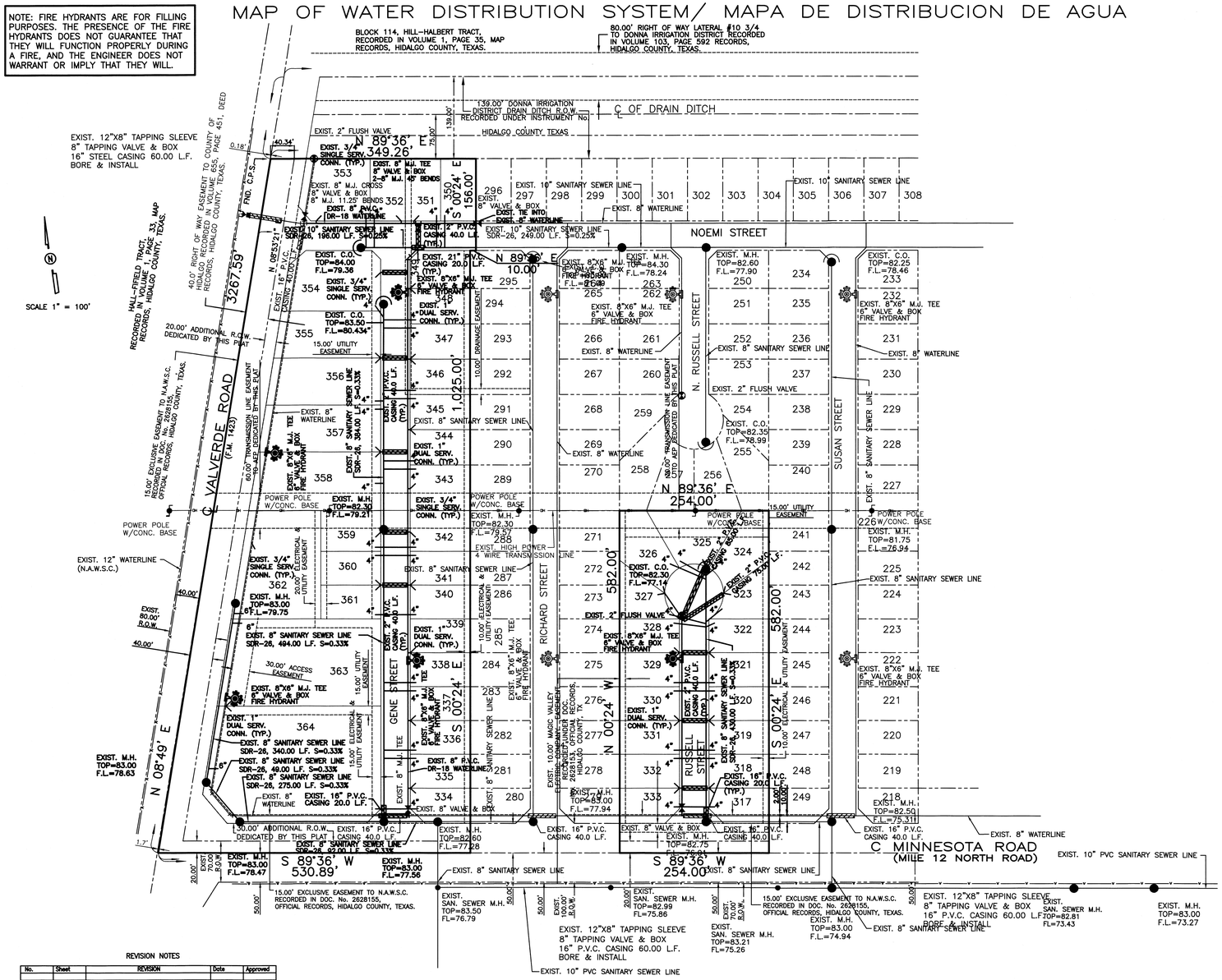
CONSULTING ENGINEERS
124 E. STUBBS ST.
EDINBURG, TEXAS 78539
ENGINEERING REGISTRATION NUMBER F-1513
SURVEYING REGISTRATION NUMBER 100411-00

LAND SURVEYORS
PHONE 956-381-6480
FAX 956-381-0527
OFFICE@QHAENGINEERING.COM

SHEET NO. 1 OF 3 SHEETS	FILENAME : F:\DATA\SUBD\DONNA\SAN JOAQUIN\PLAT			
	DATE PREPARED 8-17-15	PREPARED BY M. GONZALEZ	CHECKED BY LO	APPROVED BY E.R.
	DATE REVISED 11-25-2014	REVISED BY LO	CHECKED BY A.Q.	APPROVED BY E.R.

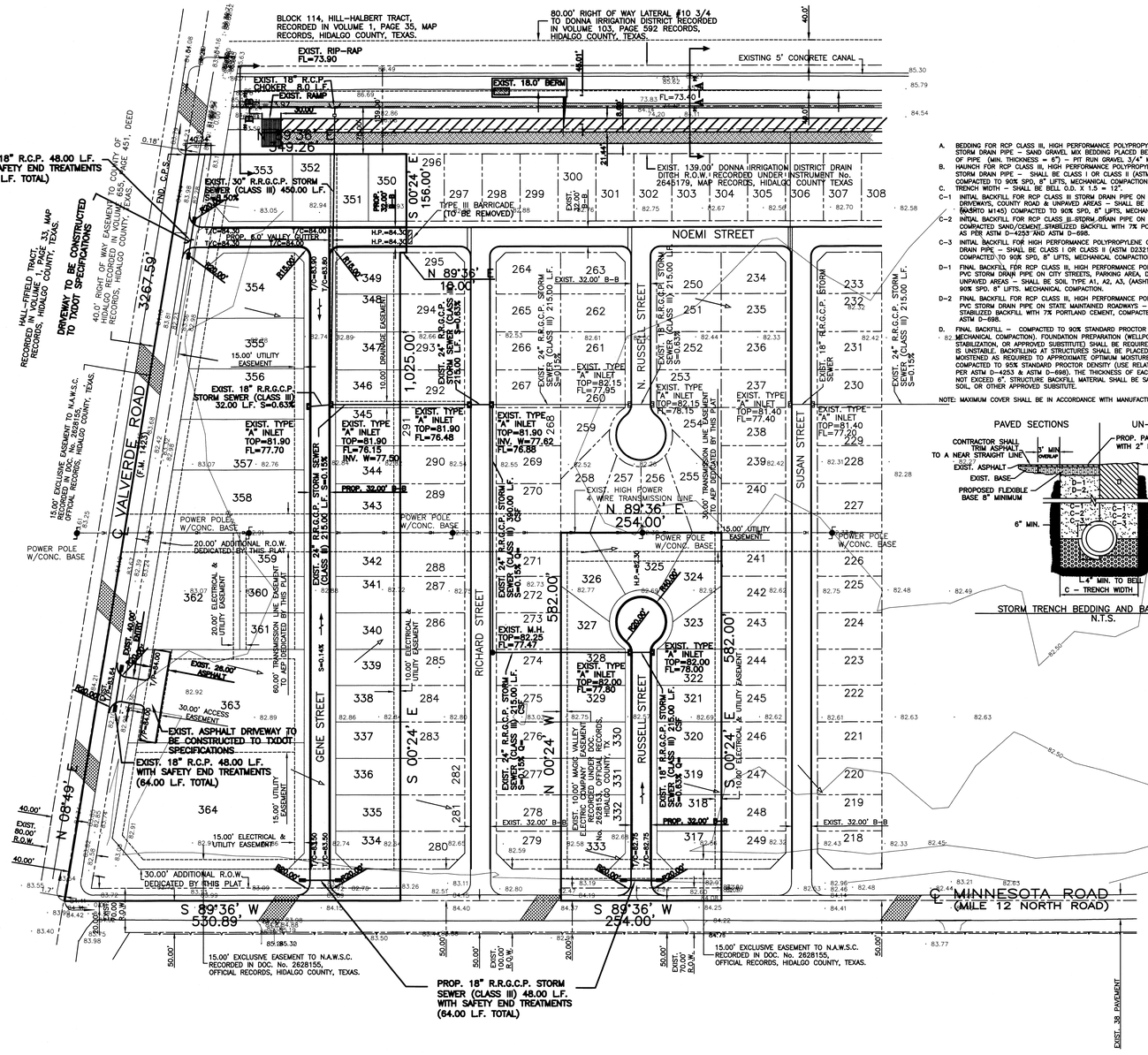
NOTE: FIRE HYDRANTS ARE FOR FILLING PURPOSES. THE PRESENCE OF THE FIRE HYDRANTS DOES NOT GUARANTEE THAT THEY WILL FUNCTION PROPERLY DURING A FIRE, AND THE ENGINEER DOES NOT WARRANT OR IMPLY THAT THEY WILL.

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
NOEMI STREET
N. RUSSELL STREET
SUSAN STREET
℄ VALVERDE ROAD (F.M. 1423)
RICHARD STREET
GENE STREET
℄ MINNESOTA ROAD (MILE 12 NORTH ROAD)
EXIST. 12"X8" TAPPING SLEEVE 8" TAPPING VALVE & BOX 16" STEEL CASING 60.00 L.F. BORE & INSTALL
EXIST. 10" SANITARY SEWER LINE SDR-26, 196.00 L.F. S=0.25%
EXIST. 2" FLUSH VALVE
EXIST. 3/4" SINGLE SERV. CONN. (TYP.)
EXIST. 8" M.J. TEE 8" VALVE & BOX 2-8" M.J. 45° BENDS
EXIST. 8" M.J. CROSS 8" VALVE & BOX 8" M.J. 11.25° BENDS
EXIST. 8" PVC.C. DR-18 WATERLINE
EXIST. 10" SANITARY SEWER LINE SDR-26, 249.00 L.F. S=0.25%
EXIST. 10" SANITARY SEWER LINE
EXIST. 8" WATERLINE
EXIST. 16" P.V.C. CASING 40.0 L.F.
EXIST. 21" P.V.C. CASING 20.0 L.F. (TYP.)
EXIST. 8"X6" M.J. TEE 6" VALVE & BOX FIRE HYDRANT
EXIST. 1" DUAL SERV. CONN. (TYP.)
EXIST. C.O. TOP=84.00 F.L.=79.36
EXIST. C.O. TOP=83.50 F.L.=80.434'
EXIST. C.O. TOP=82.25 F.L.=76.46
EXIST. C.O. TOP=82.35 F.L.=78.99
EXIST. M.H. TOP=84.30 F.L.=78.24
EXIST. M.H. TOP=82.60 F.L.=77.90
EXIST. M.H. TOP=82.30 F.L.=76.89
EXIST. M.H. TOP=82.20 F.L.=76.79
EXIST. M.H. TOP=83.00 F.L.=79.75
EXIST. M.H. TOP=82.30 F.L.=79.21
EXIST. M.H. TOP=83.00 F.L.=78.63
EXIST. M.H. TOP=83.00 F.L.=78.47
EXIST. M.H. TOP=83.00 F.L.=77.56
EXIST. M.H. TOP=82.50 F.L.=75.31
EXIST. M.H. TOP=82.81 F.L.=73.43
EXIST. M.H. TOP=83.00 F.L.=73.27
EXIST. SAN. SEWER M.H. TOP=83.50 FL=76.79
EXIST. SAN. SEWER M.H. TOP=82.99 FL=75.86
EXIST. SAN. SEWER M.H. TOP=83.21 FL=75.26
EXIST. SAN. SEWER M.H. TOP=83.00 F.L.=74.94
EXIST. SAN. SEWER M.H. TOP=83.00 F.L.=73.27
EXIST. 8" SANITARY SEWER LINE
EXIST. 8" SANITARY SEWER LINE SDR-26, 494.00 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, 49.00 L.F. S=0.33%
EXIST. 8" SANITARY SEWER LINE SDR-26, 275.00 L.F. S=0.33%
EXIST. 8" SANITARY SEWER LINE SDR-26, 82.00 L.F. S=0.33%
EXIST. 8" P.V.C. DR-18 WATERLINE
EXIST. 6" SANITARY SEWER LINE SDR-26, 384.00 L.F. S=0.33%
EXIST. 16" P.V.C. CASING 40.0 L.F.
EXIST. 8" VALVE & BOX
EXIST. 8"X6" M.J. TEE 6" VALVE & BOX FIRE HYDRANT
EXIST. 8"X6" M.J. TEE 6" VALVE & BOX FIRE HYDRANT
EXIST. 8"X6" M.J. TEE 6" VALVE & BOX FIRE HYDRANT
EXIST. 8"X6" M.J. TEE 6" VALVE & BOX FIRE HYDRANT
EXIST. 2" P.V.C. CASING 40.0 L.F.
EXIST. 4" P.V.C. CASING 40.0 L.F.
EXIST. 2" P.V.C. CASING 40.0 L.F.
EXIST. 1" DUAL SERV. CONN. (TYP.)
EXIST. 3/4" SINGLE SERV. CONN. (TYP.)
EXIST. 8" SANITARY SEWER LINE
EXIST. 8" WATERLINE
EXIST. 2" FLUSH VALVE
EXIST. 12" WATERLINE (N.A.W.S.C.)
EXIST. 8" WATERLINE
EXIST. 8" SANITARY SEWER LINE
EXIST. 12"X8" TAPPING SLEEVE 8" TAPPING VALVE & BOX 16" P.V.C. CASING 60.00 L.F. BORE & INSTALL
EXIST. 10" PVC SANITARY SEWER LINE
EXIST. 12"X8" TAPPING SLEEVE 8" TAPPING VALVE & BOX 16" P.V.C. CASING 60.00 L.F. BORE & INSTALL
EXIST. 10" PVC SANITARY SEWER LINE
EXIST. 8" SANITARY SEWER LINE
EXIST. 8" WATERLINE
EXIST. 10" PVC SANITARY SEWER LINE
EXIST. 8" SANITARY SEWER LINE
EXIST. 8" WATERLINE
EXIST. 8" SANITARY SEWER LINE
EXIST. 8" SANITARY SEWER LINE
EXIST. 8" SANITARY SEWER L

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.

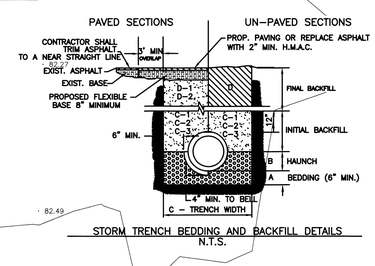
D-1 FINAL BACKFILL FOR RCP CLASS III, HIGH PERFORMANCE POLYPROPYLENE OR CORRUGATED PVC STORM DRAIN PIPE ON CITY STREETS, PARKING AREA, DRIVEWAYS, COUNTY ROAD & UNPAVED AREAS – SHALL BE SOIL TYPE A1, A2, A3, (AASHTO M145) COMPACTED TO 90% SPD, 8" LIFTS. MECHANICAL COMPACTION.

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.

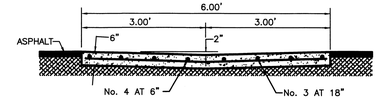
D. FINAL BACKFILL – COMPACTED TO 90% STANDARD PROCTOR DENSITY (12" LIFT, MECHANICAL COMPACTION). FOUNDATION PREPARATION (WELLPOINTS, GRAVEL OR CEMENT STABILIZATION, OR APPROVED SUBSTITUTE) SHALL BE REQUIRED WHEN TRENCH BOTTOM IS UNSTABLE. BACKFILLING AT STRUCTURES SHALL BE PLACED IN UNIFORM LAYERS, MOISTENED 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.

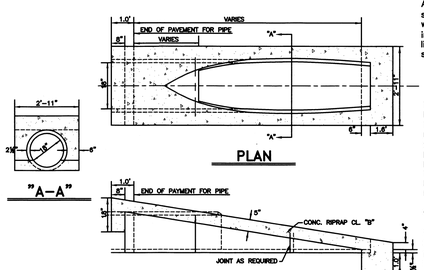
PAVED SECTIONS — UN-PAVED SECTIONS



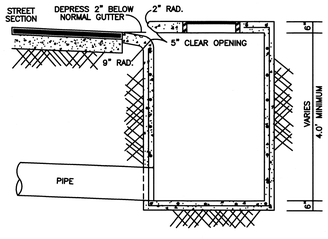
STORM TRENCH BEDDING AND BACKFILL DETAILS
N.T.S.



CONC. VALLEY GUTTER
NOT TO SCALE

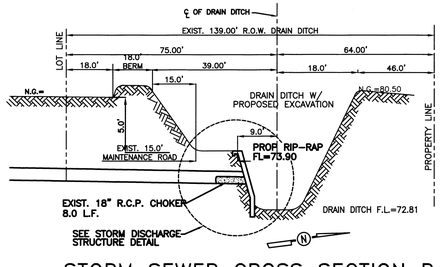


SAFETY END TREATMENT
NOT TO SCALE



– 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)

TYPE "A" INLET DETAIL
NOT TO SCALE



STORM SEWER CROSS SECTION B-B
NOT TO SCALE

DRAIN DITCH EXCAVATION CROSS SECTION "A-A"
N.T.S

MASTER DRAINAGE REPORT FOR
SAN JOAQUIN SUBDIVISION PHASE 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 61,393.98 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 system 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

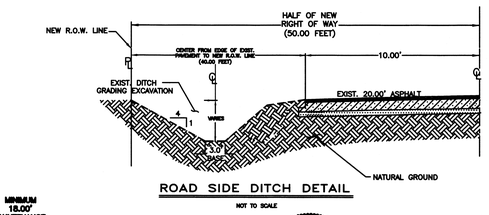
EULALIO RAMIREZ
P.E. No. 77062

11-3-15
DATE

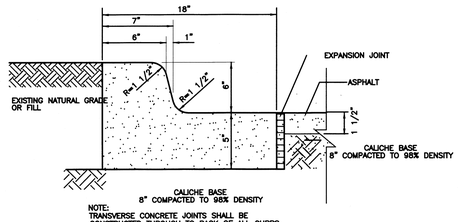
1.– EXIST. CONC. HEADWALL TO CONFORM AROUND DITCH.
2.– ALL REINFORCED STEEL SHALL BE GRADE 60
3.– CONC. @ 3000 PSI AT MIN. 28 DAYS COMPRESSION STRENGTH.

ELEVATION VIEW

STORM DISCHARGE STRUCTURE
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)

COST ESTIMATE

WATER DISTRIBUTION:	$ 76,126.00
DRAINAGE IMPROVEMENTS:	$ 100,520.00
PAVING IMPROVEMENTS:	$ 146,898.75
SANITARY SEWER	$ 97,960.10

FLOW DIRECTION OF WATER

THE COUNTY OF HIDALGO TEXAS

FILED FOR RECORD IN
HIDALGO COUNTY
ARTURO GUAJARDO, JR.
HIDALGO COUNTY CLERK

ON: _____ AT _____ AM/PM
INSTRUMENT NUMBER _____
OF THE MAP RECORDS OF HIDALGO COUNTY, TEXAS
BY: _____ DEPUTY

QUINTANILLA, HEADLEY AND ASSOCIATES, INC.
CONSULTING ENGINEERS · LAND SURVEYORS
124 E. STUBBS ST.
EDINBURG, TEXAS 78539
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, 2005.	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
Director of Planning

HIDALGO COUNTY COMMISSIONERS COURT MEETING

DATE: 12-01-2015

PROPOSED **California Apartments** SUBDIVISION, PRECINCT No. **3 .**

ENGINEER: **Scott A. Holden** DEVELOPER: **Francisco J. Alanis**

☐ PRELIMINARY APPROVAL ☐ FINAL APPROVAL ☒ FINAL APPROVAL WITH FINANCIAL GUARANTEE ☐ WITH VARIANCE

NUMBER OF LOTS: ____ ☐ *SINGLE FAMILY **1** ☒ *MULTI-FAMILY ____ ☐ COMMERCIAL ____ ☐ INSTITUTIONAL

LOCATION DESCRIPTION: **South of Mile 5 North Road approximately ¼ East of Minnesota Road.**

SUBDIVISION LIES WITHIN THE: ☒ *ETJ of **Mission** and was approved administratively by said City.*

DRAINAGE REPORT WAS APPROVED BY HCDD#1: ON **05-01-2014** PROPERTY LIES WITHIN FLOOD ZONE: **"X"** AS PER FEMA.

DRAINAGE DESIGN: **On-site detention pond as part of site plan parking design.**

ROAD R.O.W. DEDICATION: **15.00 feet on to Minnesota Road.**

H.C.R.O.W. FINAL APPROVAL DATE: **09-30-2014** By, **Victor Gallardo Pct. 3** R.O.W. AGENT

H.C.H.D. FINAL APPROVAL DATE: **11-13-2014** By, **Elizardo "Chardo" Ramos** Environmental Health Division Manager

SEWER SYSTEM: ☒ OSSF & SOIL ANALYSIS WERE CONDUCTED BY: **Hector J. Lopez, P.E.**

WATER SERVICE PROVIDER: **Agua S.U.D.** LINE SIZE: **8"** LOCATION: **East side of Minnesota Road.**

H.C.O.E.C. FINAL APPROVAL DATE: **11-12-2014**: 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:$ 7,000.00 For:* ☒ *OSSF* ☐ PAVING ☐ DRAINAGE ☐ STREET SIGNS

☐ **A Letter of Credit** *Financial Institution:* _____ *L.O.C No.* _____

*Amount: $*_____ *For:* ☐ *OSSF(S)*_____ ☐ PAVING ☐ DRAINAGE ☐ STREET SIGNS

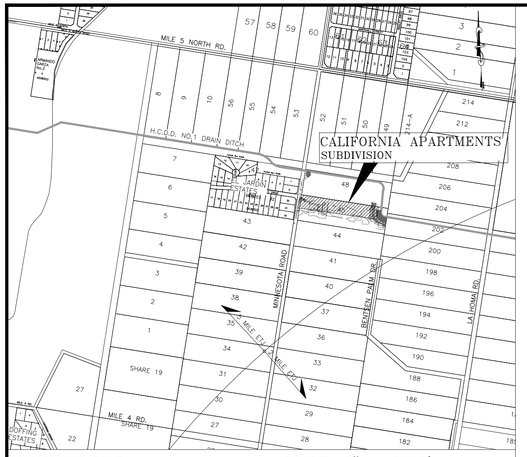
PRELIMINARY APPROVAL FROM HIDALGO COUNTY COMMISSIONERS COURT ON: **May 5, 2015**

STAFF RECOMMENDS:

☐ **Preliminary Approval** *subject to comments and future recommendations by planning, other departments and the approval of the City of* **Mission.**

☒ **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.*



VICINITY MAP SCALE: 1" = 1000'

OWNERS ACKNOWLEDGMENT

THE STATE OF TEXAS
COUNTY OF HIDALGO

I FRANCISCO J. ALANIS, KNOWN AS OWNER OF THE 4.21 ACRE TRACT ENCOMPASSED WITHIN THE PROPOSED CALIFORNIA APARTMENTS SUBDIVISION, 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 CONNECTION 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 CONNECTION, 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.

FRANCISCO J. ALANIS DATE

THE STATE OF TEXAS
COUNTY OF HIDALGO

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED FRANCISCO J. ALANIS KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT THEY EXECUTED THE SAME FOR THE FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT THEY EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATIONS THEREIN EXPRESSED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS _____ DAY OF _____ , 2015.

NOTARY PUBLIC _____ COUNTY, TEXAS

SIGNATURE

MY COMMISSION EXPIRES: _____

PLANNING AND ZONING

THE STATE OF TEXAS
CITY OF MISSION

THIS PLAT OF CALIFORNIA APARTMENTS 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 THE _____ DAY OF _____,2015

CHAIRMAN, PLANNING & ZONING

CITY OF MISSION CERTIFICATE OF APPROVAL

UNDER LOCAL GOVERNMENT CODE 212.0115(B) WE THE UNDERSIGNED CERTIFY THAT THIS PLAT OF CALIFORNIA APARTMENTS SUBDIVISION WAS REVIEWED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF MISSION.

MAYOR OF CITY OF MISSION DATE

ATTEST: CITY SECRETARY DATE

DRAINAGE DISTRICT CERTIFICATE

HIDALGO COUNTY DRAINAGE DISTRICT NO. 1 HEREBY CERTIFIES THAT THE DRAINAGE PLANS FOR THIS SUBDIVISION COMPLY WITH THE MINIMUM STANDARDS OF THE DISTRICT ADOPTED UNDER TEXAS WATER CODE § 49.211 (c). THE DISTRICT HAS NOT REVIEWED AND DOES NOT CERTIFY THAT THE DRAINAGE STRUCTURES DESCRIBED ARE APPROPRIATE FOR THE SPECIFIC SUBDIVISION, BASED ON GENERALLY ACCEPTED ENGINEERING CRITERIA. IT IS THE RESPONSIBILITY OF THE DEVELOPER OF THE SUBDIVISION AND ITS ENGINEER TO MAKE THESE DETERMINATIONS.

BY: DATE:

IRRIGATION DISTRICT CERTIFICATE

THIS PLAT IS HEREBY APPROVED BY THE HIDALGO COUNTY IRRIGATION DISTRICT NO. 6, SUBJECT TO THE CONDITION THAT IF IRRIGATION FROM SAID DISTRICT IS DESIRED TO THE INDIVIDUAL LOT IN SAID SUBDIVISION, PROVISION SHALL BE MADE FOR APPROPRIATE EASEMENT FOR THE INSTALLATION OF NECESSARY IRRIGATION FACILITIES TO SUCH LOTS FROM 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.

HIDALGO COUNTY IRRIGATION DISTRICT No. 6 ATTEST:
PRESIDENT SECRETARY
DATE: _____ DATE:

AGUA SUD CERTIFICATE

I, FRANCISCO FLORES DISTRICT MANAGER FOR AGUA SPECIAL UTILITY DISTRICT HEREBY CERTIFY THE AGUA SPECIAL UTILITY DISTRICT HAS APPROVED THE POTABLE WATER SUPPLY FOR THE CALIFORNIA APARTMENTS SUBDIVISION LOCATED IN HIDALGO COUNTY, TEXAS. THE AGUA SPECIAL UTILITY DISTRICT IS THE HOLDER OF A CERTIFICATE OF PUBLIC CONVENIENCE AND NECESSITY (CCN) ISSUED BY THE STATE OF TEXAS, THAT INCLUDES THIS SUBDIVISION, AND IS THEREFORE OBLIGATED TO SERVE THIS 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 THE PURPOSE UPON COMPLETION OF THE WATER FACILITIES SHOWN ON THE PLAT OF THE SUBDIVISION.

DISTRICT MANAGER DATE:
AGUA SPECIAL UTILITY DISTRICT

CALIFORNIA APARTMENTS SUBDIVISION IS LOCATED WITHIN THE 5 MILE ETJ OF MISSION CITY LIMITS HIDALGO COUNTY (POPULATION OF 81,050 – 2013 CENSUS). AT THE INTERSECTION OF MILE 5 NORTH AND MINNESOTA ROAD, TRAVELING SOUTH ON MINNESOTA ROAD AND LEAVING MILE 5 NORTH. APPROXIMATE 1768.35 FEET TO THE N.W. CORNER OF SAID SUBDIVISION LOCATED ON THE EAST R.O.W. OF MINNESOTA ROAD. BEING 4.21 ACRES OUT OF LOT 45, THE NICK DOFFING SUBDIVISION No. 3, HIDALGO COUNTY, TEXAS.

NOTES:

1. FLOOD ZONE STATEMENT:
THE SUBJECT TRACT LIES IN ZONE "X" (UNSHADED), AREAS DETERMINED TO BE OUTSIDE 500-YEAR FLOOD PLAIN AS PER THE FEMA, FLOOD INSURANCE RATE MAP OF COMMUNITY-PANEL NO. 480334 0290 D EFFECTIVE DATE: JANUARY 2, 1981, MAP REVISED JUNE 6, 2000.

2. BEARINGS ARE BASED ON CAMPACUAS ADDITION

3. LOT 1 SHALL BE FOR MULTI-FAMILY AND AGRICULTURAL USES. THE ENGINEER HAS SUBMITTED PLANNING MATERIALS FOR THIS PURPOSE AND NO ALTERATION OR CHANGES TO THE APPROVED DESIGN OF THIS MULTI-FAMILY/AGRICULTURAL PROPOSAL SHALL BE MADE UNLESS A RESUBDIVISION PLAT IS APPROVED BY THE COUNTY FOR SUCH CHANGES. THIS MUST BE STIPULATED ON ALL DEEDS AND CONTRACTS FOR DEEDS. APPLICATIONS FOR CONSTRUCTION ARE REQUIRED PRIOR TO OCCUPYING LOT.

4. BUILDING SETBACKS: 40' FRONT
6' FROM SIDE LOT LINES
10' FROM REAR LOT LINES

5. MINIMUM FINISH 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 FOR APPLICATION FOR CONSTRUCTION TO VERIFY PRE AND POST CONSTRUCTION FINISH FLOOR ELEVATION. AN ELEVATION CERTIFICATE SHALL BE REQUIRED FOR ALL LOTS WITHIN A DESIGNATED FLOOD ZONE AT THE TIME FOR A DEVELOPMENT PERMIT APPLICATION.

6. ON-SITE SEWAGE FACILITIES (OSSF) NOTE:
THIS SUBDIVISION SHALL USE ON-SITE SEWAGE FACILITIES IN ACCORDANCE WITH TCEQ AND HIDALGO COUNTY REGULATIONS FOR SEWAGE DISPOSALS THE SUBDIVIDER IS RESPONSIBLE FOR PROVIDING AN OSSF FOR THE SUBDIVISION.

A. OSSF SYSTEM IS BEING DESIGNED FOR DISPOSAL OF DOMESTIC SEWERAGE ONLY. A SEPARATE DESIGN SHALL BE SUBMITTED FOR MULTI-FAMILY 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 MATERIAL PRIOR TO OCCUPYING THE LOT.

7. THERE ARE NO WATER WELLS WITHIN 150 FEET FROM THE BOUNDARIES ON THIS SUBDIVISION

8. BENCHMARK DISK PID No. AB0785, LOCATED AT THE EAST EDGE OF THE TOWN OF MERCEDES, ABOUT 0.3 MILES EAST OF THE MISSOURI PACIFIC RAILROAD STATION, AND ABOUT 200.0 FEET SOUTH OF THE TRACKS. IT IS 27.0 FEET NORTH OF THE CENTERLINE OF U.S. HIGHWAY NO. 83, SET HORIZONTALLY IN THE WEST ABUTMENT OF HIGHWAY BRIDGE OVER AN IRRIGATION CANAL. EL.= 75.26

9. THE IMPROVEMENTS NOTED HEREON AND IN THE ACCOMPANYING ENGINEER'S REPORT WILL COMPLY WITH THE REQUIREMENTS OF LOCAL GOVERNMENT CODE 232.032 AND WATER, SEWER, AND ELECTRICAL CONNECTIONS TO THE LOTS WILL MEET ALL MINIMUM STATE STANDARDS

10. IN ACCORDANCE WITH THE HIDALGO COUNTY DRAINAGE DISTRICT NO. 1 AND HIDALGO COUNTY REQUIREMENTS, THIS DEVELOPMENT WILL NOT BE REQUIRED TO DETAIN STORM WATER RUNOFF. (SEE SHEET 2 FOR FINAL ENGINEERING REPORT)

11. THERE SHALL BE NO LANDSCAPING, UTILITIES, BUILDING, OR OTHER STRUCTURES PERMITTED ON IRRIGATION EASEMENTS WITHOUT APPROVAL BY IRRIGATION DISTRICT No. 6.

12. THIS SUBDIVISION LIES WITHIN THE MISSION EXTRA TERRITORIAL JURISDICTION (E.T.J.)

13. DUE TO AN EXISTING DRAIN DITCH TO THE EAST OF THE PROPERTY, A BUFFER FENCE BUFFER IS REQUIRED ALONG EAST SIDE OF PROPERTY.

14. NO SIDEWALKS ARE REQUIRED ALONG MINNESOTA ROAD, UNLESS REQUIRED BY THE REVIEWING AUTHORITY AT THE BUILDING PERMIT STAGE.

15. 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.

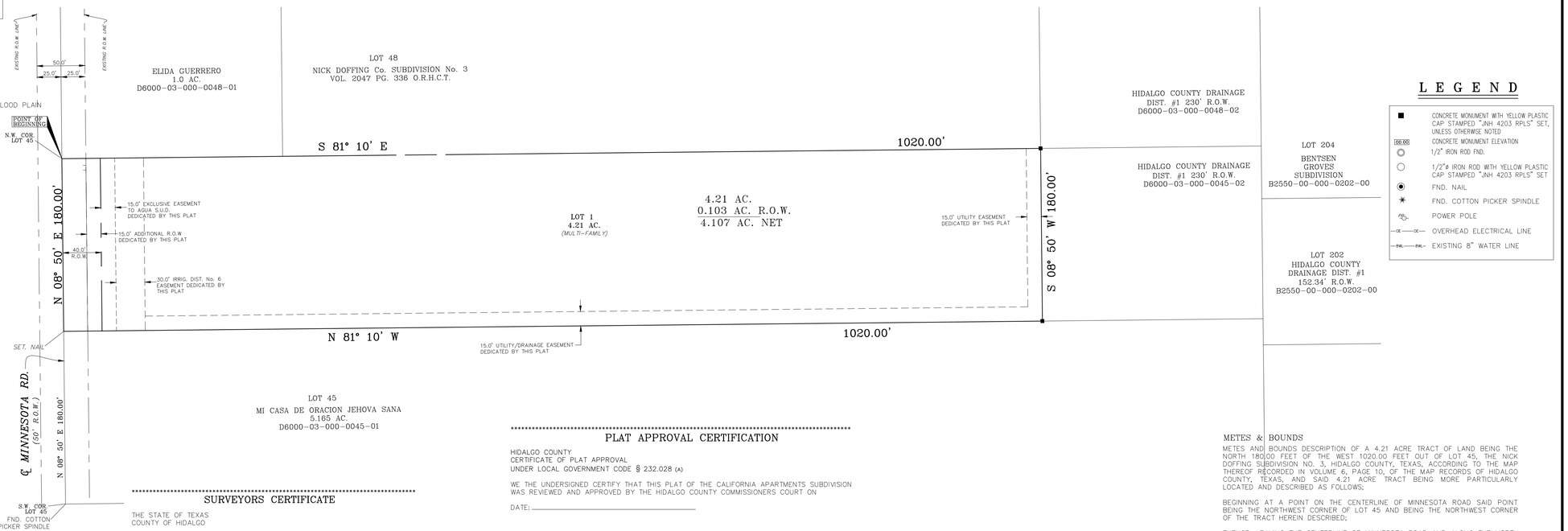
16. ALL PUBLIC UTILITIES EASEMENTS DEDICATED BY THIS PLAT SHALL BE A MINIMUM WIDTH OF 15.00 FEET AS PER THE HIDALGO COUNTY MODEL SUBDIVISION RULES. BY SIGNING THIS PLAT, DEVELOPER AND ENGINEER CERTIFY THAT ALL OTHER EASEMENTS SHOWN COMPLY WITH THE SIZE REQUIRED BY EACH UTILITY PROVIDER OCCUPYING AN EASEMENT.

17. PROPERTY OWNER IS RESPONSIBLE FOR MAINTENANCE ON ANY EASEMENT AREA.

18. 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.

19. THE DRAINAGE DETENTION POND SHALL BE CONSTRUCTED IN DESIGNATED EASEMENT AREA AS DESIGNED BY PROJECT PLAT ENGINEER AT DEVELOPMENT APPLICATION PERMIT STAGE PRIOR TO THE COUNTY ISSUING A FINAL LIGHT AND WATER CLEARANCE. NO FINAL LIGHT OR WATER CLEARANCE SHALL BE ISSUED UNTIL THE DRAINAGE DETENTION POND IS CONSTRUCTED BY OWNER AND INSPECTED BY COUNTY.

20. THE PURCHASER SHALL BE RESPONSIBLE TO INSTALL DRIVEWAY CULVERT WITH REINFORCED CONCRETE PIPE OF OR NO LESS THAN 15 INCHES IN DIAMETER AND 24 FEET IN LENGTH.



L E G E N D

- ■ CONCRETE MONUMENT WITH YELLOW PLASTIC CAP STAMPED "JNH 4203 RPLS" SET, UNLESS OTHERWISE NOTED
- 00.00 CONCRETE MONUMENT ELEVATION
- ○ 1/2" IRON ROD FND.
- ○ 1/2"ø IRON ROD WITH YELLOW PLASTIC CAP STAMPED "JNH 4203 RPLS" SET
- ◉ FND. NAIL
- ✱ FND. COTTON PICKER SPINDLE
- POWER POLE
- —OE—OE— OVERHEAD ELECTRICAL LINE
- —8W—8W— EXISTING 8" WATER LINE

SURVEYORS CERTIFICATE

THE STATE OF TEXAS
COUNTY OF HIDALGO

I, JUAN GARCIA, A REGISTERED PROFESSIONAL LAND SURVEYOR, IN THE STATE OF TEXAS HEREBY CERTIFY THAT THE ABOVE SUBDIVISION IS TRUE AND CORRECT; WAS PREPARED FROM AN ACTUAL SURVEY OF THE PROPERTY MADE UNDER MY SUPERVISION ON THE GROUND; THAT ALL BOUNDARY CORNERS, ANGLE POINTS, POINTS OF CURVATURE AND OTHER POINTS OF REFERENCE HAVE BEEN MARKED WITH SUITABLE PERMANENT MONUMENTS OF THE SIZE AND TYPE NOTED; AND THAT THE PLAT BOUNDARY CORNERS HAVE BEEN TIED TO THE NEAREST ORIGINAL SURVEY CORNER, AS SHOWN HEREON. ALL DISTANCES ARE IN FEET AND DECIMALS THEREOF.

JUAN GARCIA JR. DATE
REGISTERED PROFESSIONAL LAND SURVEYOR # 4203

ENGINEERS CERTIFICATE

THE STATE OF TEXAS
COUNTY OF HIDALGO

I, SCOTT A. HOLDEN, A LICENSED PROFESSIONAL ENGINEER, IN THE STATE OF TEXAS, DO HEREBY CERTIFY THAT THE PROPER ENGINEERING CONSIDERATION HAS BEEN GIVEN TO THIS PLAT.

SCOTT A. HOLDEN 05/11/2015
LICENSED PROFESSIONAL ENGINEER # 90994 DATE

5-11-15
STATE OF TEXAS
SCOTT A. HOLDEN
90994
LICENSED
PROFESSIONAL ENGINEER

PLAT APPROVAL CERTIFICATION

HIDALGO COUNTY
CERTIFICATE OF PLAT APPROVAL
UNDER LOCAL GOVERNMENT CODE § 232.028 (a)

WE THE UNDERSIGNED CERTIFY THAT THIS PLAT OF THE CALIFORNIA APARTMENTS SUBDIVISION WAS REVIEWED AND APPROVED BY THE HIDALGO COUNTY COMMISSIONERS COURT ON

DATE: _____

HIDALGO COUNTY JUDGE DATE:

ATTEST:_____
HIDALGO COUNTY CLERK DATE:

FILED FOR RECORD IN HIDALGO COUNTY ARTURO GUAJARDO, JR. HIDALGO COUNTY CLERK

I, _____, COUNTY CLERK OF THE HIDALGO, CERTIFY THAT THE PLAT BEARING THIS CERTIFICATE WAS FILED FOR RECORD AT ____ O'CLOCK___, ON _____, AND WAS RECORDED IN VOL. _____, PG. (S)_____

INSTRUMENT No. _____

COUNTY CLERK OF HIDALGO COUNTY, TEXAS

ON: _____ AT _____ AM/PM
INSTRUMENT NUMBER _____
OF MAP RECORDS OF HIDALGO COUNTY, TEXAS

BY: _____ DEPUTY

HIDALGO COUNTY
CERTIFICATE OF PLAT APPROVAL

I THE UNDERSIGNED CERTIFY THAT THIS PLAT OF CALIFORNIA APARTMENTS SUBDIVISION WAS REVIEWED AND APPROVED BY THE HIDALGO COUNTY RIGHT OF WAY DEPARTMENT ON _____ . _____

HIDALGO COUNTY DATE
ENVIORNMENTAL HEALTH DIVISION MANAGER

METES & BOUNDS

METES AND BOUNDS DESCRIPTION OF A 4.21 ACRE TRACT OF LAND BEING THE NORTH 180.00 FEET OF THE WEST 1020.00 FEET OUT OF LOT 45, THE NICK DOFFING SUBDIVISION NO. 3, HIDALGO COUNTY, TEXAS, ACCORDING TO THE MAP THEREOF RECORDED IN VOLUME 6, PAGE 10, OF THE MAP RECORDS OF HIDALGO COUNTY, TEXAS, AND SAID 4.21 ACRE TRACT BEING MORE PARTICULARLY LOCATED AND DESCRIBED AS FOLLOWS;

BEGINNING AT A POINT ON THE CENTERLINE OF MINNESOTA ROAD SAID POINT BEING THE NORTHWEST CORNER OF LOT 45 AND BEING THE NORTHWEST CORNER OF THE TRACT HEREIN DESCRIBED;

THENCE, LEAVING THE CENTERLINE OF MINNESOTA ROAD AND ALONG THE NORTH BOUNDARY LINE OF SAID LOT 45, SOUTH 81 DEGREES 10 MINUTES EAST, AT 25.00 FEET A ½" IRON PIN FOUND ON THE EAST RIGHT-OF-WAY LINE OF MINNESOTA ROAD AND AT AN ADDITIONAL 15.00 FEET A CONCRETE MONUMENT SET ON THE NEW RIGHT-OF-WAY LINE OF SAID MINNESOTA ROAD, AND AT A TOTAL DISTANCE 1020.00 FEET TO CONCRETE MONUMENT SET, FOR THE NORTHEAST CORNER OF THIS TRACT;

THENCE, LEAVING THE NORTH BOUNDARY LINE OF SAID LOT 45, SOUTH 08 DEGREES 50 MINUTES WEST, A DISTANCE OF 180.00 FEET TO A CONCRETE MONUMENT SET, FOR SOUTHEAST CORNER OF THIS TRACT;

THENCE, NORTH 81 DEGREES 10 MINUTES WEST, AT 980.00 FEET A CONCRETE MONUMENT SET ON THE NEW RIGHT-OF-WAY LINE OF SAID MINNESOTA ROAD AND AT AN ADDITIONAL 15.00 FEET A ½" IRON PIN FOUND ON THE EAST RIGHT-OF-WAY LINE OF MINNESOTA ROAD AND AT A TOTAL DISTANCE OF 1020.00 FEET TO A POINT ON THE CENTERLINE OF MINNESOTA ROAD AND THE WEST BOUNDARY LINE OF SAID LOT 45, FOR THE SOUTHWEST CORNER OF THIS TRACT;

THENCE, ALONG THE CENTERLINE OF MINNESOTA ROAD AND THE WEST BOUNDARY LINE OF SAID LOT 45, NORTH 08 DEGREES 50 MINUTES EAST, A DISTANCE 180.00 FEET TO THE PLACE OF BEGINNING, CONTAINING 4.21 ACRES OF LAND MORE OR LESS, INCLUSIVE OF ANY AND ALL EASEMENTS, RESTRICTIONS, EXCEPTIONS OR DEDICATIONS THAT MAY BE OF RECORD.

NO.	SHEET	REVISION	DATE		APPROVE

NAME	ADDRESS	PHONE NUMBER / FAX NUMBER
OWNERS: FRANCISCO J. ALANIS	5908 NORTH MINNESOTA RD. MISSION, TEXAS 78504 HIDALGO COUNTY	209-840-4486/ 209-848-2669
ENGINEER: SCOTT A. HOLDEN, P.E.	1221 E. TYLER AVE. HARLINGEN, TX. 78550	956-423-1702 / 956-423-1488
SURVEYOR: JUAN GARCIA JR., R.P.L.S.	1221 E. TYLER AVE. HARLINGEN, TX. 78550	956-423-1702 / 956-423-1488

INDEX TO SHEET CALIFORNIA APARTMENTS SUBDIVISION

1	LOCATION MAP AND ETJ; PRINCIPAL CONTACTS; PLAT WITH LOTS, STREETS, AND EASEMENT DESIGNATION; 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 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; IRRIGATION DISTRICT CERTIFICATE OF APPROVAL; RIGHT OF WAY CERTIFICATION; H.C.H.D. CERTIFICATION: REVISION NOTES.
2	WATER DISTRIBUTION AND SANITARY SEWER (OSSF) MAP, ENGINEERING REPORT (ENGLISH AND SPANISH VERSION), INCLUDING DESCRIPTION OF WATER AND WASTE WATER (OSSF) AND ENGINEER'S CERTIFICATION (ENGLISH AND SPANISH VERSION); SAMPLE OF LOG BORE FOR OSSF SYSTEM. TYPICAL WATER SERVICE CONNECTION SUBDIVIDER CERTIFICATE AND STATEMENT.
3	DRAINAGE PLAN INCLUDING DESCRIPTION OF DRAINAGE AND HOW IT WILL SERVE THIS DEVELOPMENT; MAP OF TOPOGRAPHY AND DRAINAGE, AND ENGINEER'S CERTIFICATION REVISION NOTES:

PLAT OF
CALIFORNIA APARTMENTS SUBDIVISION

BEING 4.21 ACRE TRACT OF LAND BEING THE NORTH 180.00 FEET OF THE WEST 1020.00 FEET OUT OF LOT 45, THE NICK DOFFING SUBDIVISION NO. 3, HIDALGO COUNTY, TEXAS, ACCORDING TO THE MAP THEREOF RECORDED IN VOLUME 6, PAGE 10, OF THE MAP RECORDS OF HIDALGO COUNTY, TEXAS.

SCALE: 1" = 60'
MAY 2015

J N H
SURVEYING CO., LLC
(956) 423-1702
REGISTRATION # 100114-00
JOB NO.: JN4794

SHEET 1 OF 3

FINAL ENGINEERING REPORT FOR "CALIFORNIA APARTMENTS SUBDIVISION"
SCOTT A. HOLDEN, P.E. (LIC. NO. 90994)

WATER SUPPLY: DESCRIPTION, COSTS AND OPERABILITY DATE

CALIFORNIA APARTMENTS SUBDIVISION, WILL BE PROVIDED WITH POTABLE WATER BY AGUA SPECIAL UTILITY DISTRICT ("AGUA SUD"). THE SUBDIVIDER AND AGUA SUD HAVE ENTERED INTO A CONTRACT IN WHICH AGUA SUD HAS PROMISED TO PROVIDE SUFFICIENT WATER TO THE SUBDIVISION FOR AT LEAST 30 YEARS. AGUA SUD 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.

AGUA SUD HAS AN EXISTING 8" DIAMETER WATER LINE ALONG THE EAST SIDE OF THE RIGHT-OF-WAY OF MINNESOTA ROAD. THE EXISTING WATER SYSTEM FOR CALIFORNIA APARTMENTS SUBDIVISION CONSISTS OF OF TWO 1" DIAMETER SINGLE SERVICE LINES THAT TAP INTO THE EXISTING 8" WATER LINE. SAID SERVICES TERMINATE AT THE WATER METER BOX FOR THE EXISTING SUBDIVISION.

THE WATER DISTRIBUTION SYSTEM FOR THE PROPOSED CALIFORNIA APARTMENTS SUBDIVISION CONSIST OF ONE (1) 1" SINGLE-SERVICE LINE TO PROVIDE POTABLE WATER SERVICE FOR PROPOSED SUBDIVISION.

THE COST TO THE SUBDIVIDER FOR INSTALLATION OF WATER SYSTEM IMPROVEMENTS DESCRIBED ABOVE (INCLUDING CONNECTION, FITTINGS, METER, AND VALVE) IS APPROXIMATELY $10,790.60 , WHICH COVERS THE IMPACT FEES AND WATER RIGHTS ACQUISITION FEE AS STATED IN THE 30 YEAR WATER SERVICE AGREEMENT.

THE SUBDIVIDER HAS PAID AGUA SUD, THE SUM OF $10,790.60 THE TOTAL COST FOR WATER DISTRIBUTION SYSTEM.

THE WATER METER FOR CALIFORNIA APARTMENTS SUBDIVISION WILL BE INSTALLED AND OPERABLE UPON REQUEST BY THE OWNER, AGUA SUD WILL PROMPTLY INSTALL WATER METER FOR THAT LOT AT NO ADDITIONAL COST.

REPORTE FINAL DE INGENIERIA PARA EL FRACCIONAMIENTO:
"CALIFORNIA APARTMENTS SUBDIVISION"
SCOTT A. HOLDEN, P.E. (LIC. NO. 90994)

PROVISION DE AGUA, GASTOS Y FECHA DE INICIO:

EL FRACCIONAMIENTO "CALIFORNIA APARTMENTS SUBDIVISION" RECIBIRA SU PROVISION DE AGUA DE AGUA SPECIAL UTILITY DISTRICT ("AGUA SUD"). EL DUEÑO DEL FRACCIONAMIENTO Y REPRESENTANTES DE AGUA SUD AN FIRMADO UN CONTRATO CON EL CUAL EL FRACCIONAMIENTO RECIBIRA SU PROVISION DE AGUA DURANTE LOS PROXIMOS 30 AÑOS. AGUA SUD HA COMPROBADO LA CALIDAD Y CANTIDAD DE AGUA A SERVIR EN EL COMPLETO DESARROLLO DEL FRACCIONAMIENTO A LARGO PLAZO.

AGUA SUD TIENE UN EXISTENTE CONDUCTO DE LINEA DE AGUA 8" EN DIAMETRO LOCALIZADO AL ESTE DE EL RIGHT-OF-WAY DE LA CARRETERA DE MINNESOTA. EL SISTEMA DE AGUA DE CALIFORNIA APARTAMENTOS SUBDIVISION CONSISTE EN UNA (1) LINEA DE SERVICIO INDIVIDUALES DE 1" DE DIAMETRO PROVEERAN SERVICIO DE AGUA POTABLE A LA PROPUESTA PROPIEDADE DEL FRACCIONAMIENTO. DICHOS SERVICIOS TERMINAN EN EL CONTADOR DE AGUA PARA LA SUBDIVISION.

EL COSTO DE LA INSTALACION DEL SISTEMA (INCLUYENDO LINEA, CONECCIONE, COPLES, MEDIDORES, Y VALVULA), DE LA PROVISION DE AGUA ES APROXIMADAMENTE U.S. $ 10,790.60 INCLUYENDO IMPACTO DE LOS GASTOS Y ADQUISICIÓN DE DERECHOS DE AGUA COMO SE DICE EN EL SERVICIO DE AGUA 30 AÑOS ACUERDO.

LA SUBDIVIDER A PAGADO A AGUA SUD, UN TOTAL DE $ 10,790.60 PARA EL SISTEMA DE LA PROVISION ED AGUA.

EL CONTADOR DEL AGUA DE CALIFORNIA APARTAMENTOS SUBDIVISIÓN SERÁ INSTALADO Y OPERABLE A PETICIÓN DEL PROPIETARIO, AGUA SUD LO MÁS PRONTO POSIBLE INSTALAR MEDIDOR DE AGUA PARA ESTE LOTE SIN COSTE ADICIONAL.

SEWAGE FACILITIES: DESCRIPTION, COSTS AND OPERABILITY DATE
SEWAGE FROM "CALIFORNIA APARTMENTS SUBDIVISION" WILL BE TREATED BY INDIVIDUAL ON-SITE SEWAGE FACILITIES ("OSSF") CONSISTING OF A STANDARD DESIGN DUAL COMPARTMENT SEPTIC TANK AND A DRAIN FIELD. THE UNDERSIGNED PROFESSIONAL ENGINEER HAS EVALUATED THE SUITABILITY OF THE SUBDIVISION SITE FOR OSSF AND HAS SUBMITTED A REPORT CONCLUDING THAT THE SITE IS SUITABLE FOR OSSF. THE REPORT WAS REVIEWED AND APPROVED BY THE HIDALGO COUNTY HEALTH DEPARTMENT. LOT 1 HAS ADEQUATE AREA FOR OSSF DRAIN FIELD.

EXISTING SEWAGE FACILITIES: THE PROPOSED SUBDIVISION HAS EXISTING OSSF SYSTEM SERVICING THE EXISTING APARTMENTS.

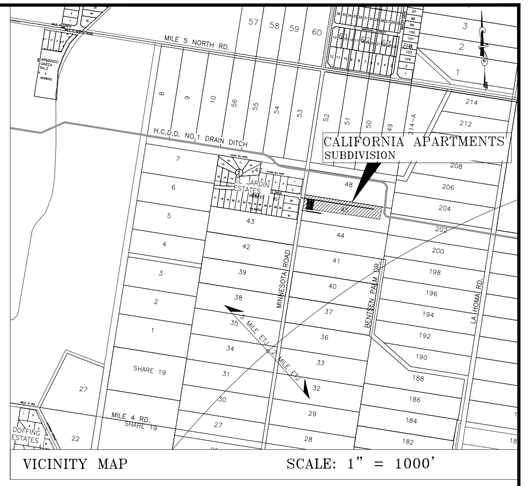
SEWAGE FACILITES DESCRIPTION; COST AND OPERABILITY DATES:
SEWAGE FROM CALIFORNIA APARTMENTS SUBDIVISION WILL BE TREATED BY INDIVIDUAL ON-SITE SEWAGE FACILITIES ("OSSF") CONSISTING OF A STANDARD DESIGN DUAL COMPARTMENT SEPTIC TANK AND A DRAIN FIELD ON THIS LOT. THE UNDERSIGNED PROFESSIONAL ENGINEER HAS EVASLUATED THE SUITABILITY OF THE SUBDIVISION SITE FOR OSSF AND SUBMITTED A REPORT CONCLUDING THAT THE SITE IS SUITABLE FOR OSSF. THE REPORT WAS REVIEWED AND APPROVED BY THE HIDALGO COUNTY HEALTH DEPARTMENT. THIS LOT HAS ADEQUATE AREA FOR A DRAIN FIELD.

SOIL EVALUATION REPORT: THE PROPOSED SUBDIVISION IS 4.21 ACRES IN SIZE. THE SOIL SURVEY REPORT PREPARED FOR HIDALGO COUNTY BY THE U.S.D.A. SOIL CONSERVATION SERVICE, INDICATES THE SOIL IS 25 (HIDALGO FINE SANDY LOAM). SOIL 25 IS A WELL DRAINED WITH CAPACITY OF THE MOST LIMITING LAYER TO TRANSMIT WATER (KSAT): MODERATELY HIGH TO HIGH (0.57 TO 1.98 IN/HR). FROM THESE SOIL TYPES, WATER WILL TEND INFILTRATE THE SURFACE WITH NO PONDING. TWO SOIL EXCAVATIONS WERE PERFORMED ON THE SITE, AT OPPOSITE ENDS OF THE PROPOSED OSSF AREA (ADDITIONAL BORINGS WERE UNNECESSARY BECAUSE THE SOILS ARE VERY UNIFORM WITHIN THIS LIMIT AREA). THE SOIL IS A UNIFORM CLAY LOAM EXTENDING UP TO 36" BELOW THE BOTTOM OF BOTH SOIL BORINGS. THERE ARE NO INDICATIONS OF GROUNDWATER OR RESTRICTIVE LAYERS WITHIN 24" OF BOTTOM OF SOIL BORINGS. THE SUBDIVISION DRAINS WELL.

ENGINEER CERTIFICATION:
BY MY SIGNATURE BELOW, I CERTIFY THAT THE WATER AND SEWER SERVICE FACILITIES DESCRIBED ABOVE ARE IN COMPLIANCE WITH THE MODEL RULES ADOPTED UNDER SECTION 16.343 WATER CODE. I CERTIFY THAT THE COSTS TO INSTALL THE UNCONSTRUCTED ONSITE SEWAGE FACILITY, DISCUSSED ABOVE ARE AS FOLLOWS.

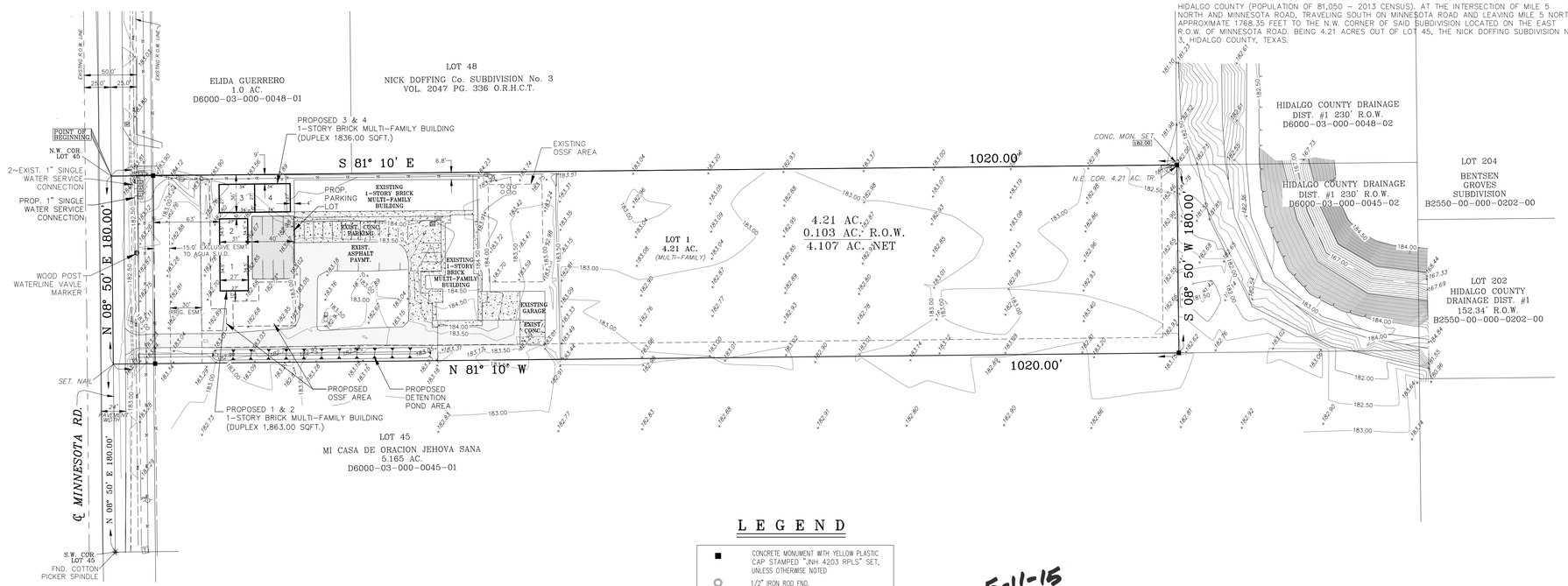
SEWAGE FACILITIES – SEPTIC SYSTEM IS ESTIMATED TO COST $7,000.00 FOR THE PROPOSED DEVELOPMENT.

SCOTT A. HOLDEN, P.E. (LIC. NO. 90994) — 5/11/2015 DATE



VICINITY MAP SCALE: 1" = 1000'

CALIFORNIA APARTMENTS SUBDIVISION IS LOCATED WITHIN THE 5 MILE ETJ OF MISSION CITY LIMITS HIDALGO COUNTY (POPULATION OF 81,050 – 2013 CENSUS). AT THE INTERSECTION OF MILE 5 NORTH AND MINNESOTA ROAD, TRAVELING SOUTH ON MINNESOTA ROAD AND LEAVING MILE 5 NORTH. APPROXIMATE 1768.35 FEET TO THE N.W. CORNER OF SAID SUBDIVISION LOCATED ON THE EAST R.O.W. OF MINNESOTA ROAD. BEING 4.21 ACRES OUT OF LOT 45, THE NICK DOFFING SUBDIVISION No. 3, HIDALGO COUNTY, TEXAS.



OWNERS ACKNOWLEDGMENT

SUBDIVIDER CERTIFICATION

I, – 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:
I FRANCISCO J. ALANIS SUBDIVIDER OF CALIFORNIA APARTMENTS SUBDIVISION HEREBY CERTIFY SEWER PERMITS ARE REQUIRED PRIOR TO BUILDING ON ANY LOT AND THAT AN ADEQUATE DRINKING WATER SOURCE IS IMMEDIATELY AVAILABLE TO THE LOT OF THE TYPE, QUALITY & QUANTITY, LOT IS TO HAVE ADEQUATE WATER TO COMPLY WITH THE REGULATIONS AND THE LAWS OF THE STATE AS REQUIRED BY STATE AND COUNTY REGULATIONS.

FRANCISCO J. ALANIS — DATE

THE STATE OF TEXAS
COUNTY OF HIDALGO

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED FRANCISCO J. ALANIS KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT THEY EXECUTED THE SAME FOR THE FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT THEY EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATIONS THEREIN EXPRESSED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS _____ DAY OF _____ , 2015.

NOTARY PUBLIC _____ COUNTY, TEXAS

SIGNATURE

MY COMMISSION EXPIRES: _____

NAME	ADDRESS	PHONE NUMBER / FAX NUMBER
OWNERS: FRANCISCO J. ALANIS	5908 NORTH MINNESOTA RD. MISSION, TEXAS 78504 HIDALGO COUNTY	209-840-4486/ 209-848-2669
ENGINEER: SCOTT A. HOLDEN, P.E.	1221 E. TYLER AVE. HARLINGEN, TX. 78550	956-423-1702 / 956-423-1488
SURVEYOR: JUAN GARCIA JR., R.P.L.S.	1221 E. TYLER AVE. HARLINGEN, TX. 78550	956-423-1702 / 956-423-1488

FILED FOR RECORD IN HIDALGO COUNTY ARTURO GUAJARDO, JR. HIDALGO COUNTY CLERK

I, _____ , COUNTY CLERK OF THE HIDALGO, CERTIFY THAT THE PLAT BEARING THIS CERTIFICATE WAS FILED FOR RECORD AT ____ O'CLOCK____, ON _____ , AND WAS RECORDED IN VOL. _____, PG. (S)_____

INSTRUMENT No. _____

COUNTY CLERK OF HIDALGO COUNTY, TEXAS

ON: _____ AT _____ AM/PM
INSTRUMENT NUMBER _____
OF MAP RECORDS OF HIDALGO COUNTY, TEXAS

BY: _____ DEPUTY

LEGEND

■	CONCRETE MONUMENT WITH YELLOW PLASTIC CAP STAMPED "JNH 4203 RPLS" SET, UNLESS OTHERWISE NOTED
○	1/2" IRON ROD FND.
00.00	CONCRETE MONUMENT ELEVATION
○	1/2"ø IRON ROD WITH YELLOW PLASTIC CAP STAMPED "JNH 4203 RPLS" SET
◉	FND. NAIL
✶	FND. COTTON PICKER SPINDLE
⌀	POWER POLE
—OE—OE—	OVERHEAD ELECTRICAL LINE
—8W—8W—	EXISTING 8" WATER LINE (AGUA S.U.D.)
—IR— —	EXISTING IRRIGATION LINE (IRRIGATION DIST. #6)

5-11-15
STATE OF TEXAS
SCOTT A. HOLDEN
90994
LICENSED
PROFESSIONAL ENGINEER

INDEX TO SHEET CALIFORNIA APARTMENTS SUBDIVISION

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2	WATER DISTRIBUTION AND SANITARY SEWER (OSSF) MAP, ENGINEERING REPORT (ENGLISH AND SPANISH VERSION), INCLUDING DESCRIPTION OF WATER AND WASTE WATER (OSSF) AND ENGINEER'S CERTIFICATION (ENGLISH AND SPANISH VERSION); SAMPLE OF LOG BORE FOR OSSF SYSTEM. TYPICAL WATER SERVICE CONNECTION SUBDIVIDER CERTIFICATE AND STATEMENT.
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:

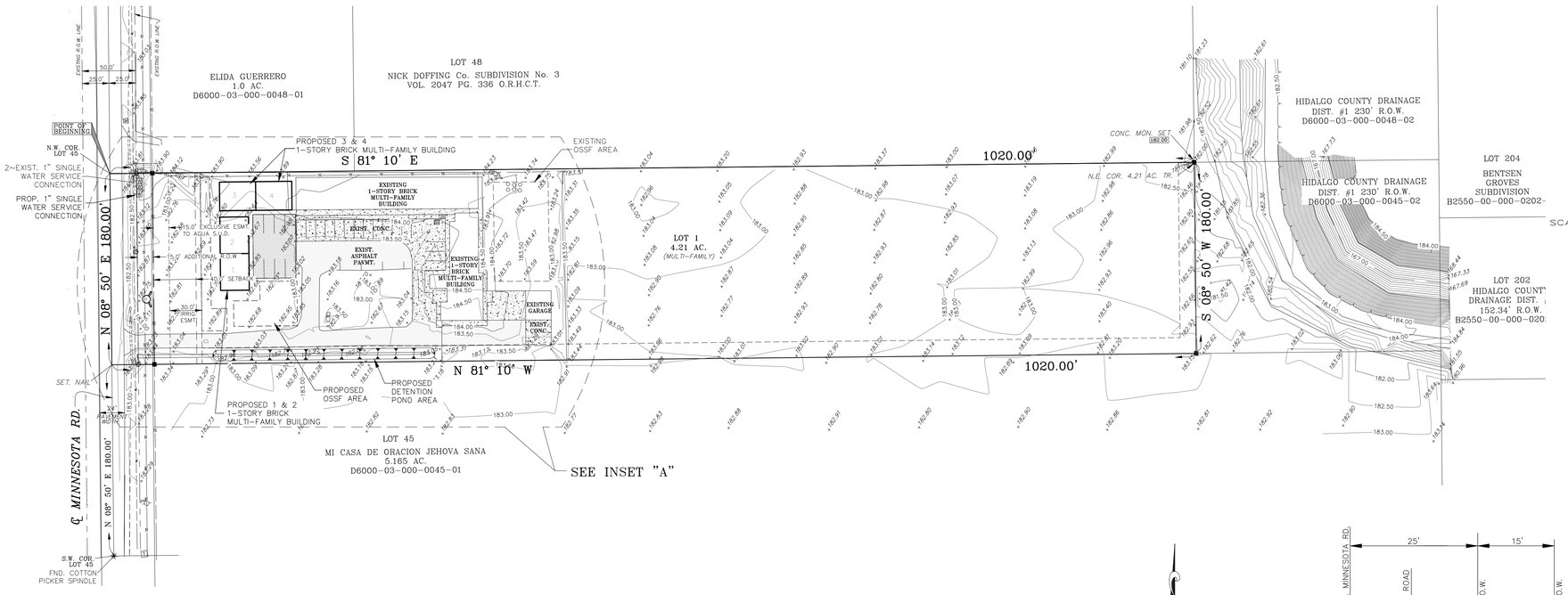
FINAL ENGINEERING REPORT

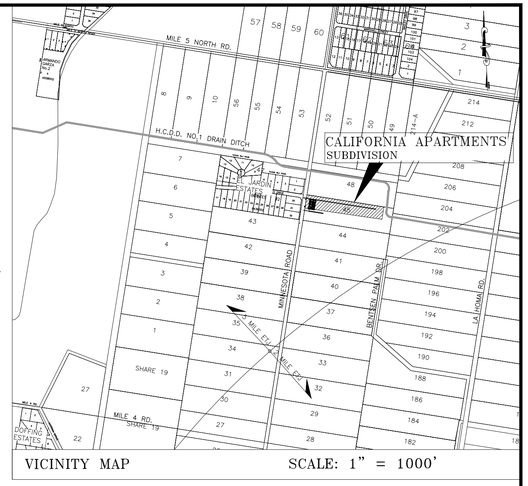
CALIFORNIA APARTMENTS SUBDIVISION

BEING 4.21 ACRE TRACT OF LAND BEING THE NORTH 180.00 FEET OF THE WEST 1020.00 FEET OUT OF LOT 45, THE NICK DOFFING SUBDIVISION NO. 3, HIDALGO COUNTY, TEXAS, ACCORDING TO THE MAP THEREOF RECORDED IN VOLUME 6, PAGE 10, OF THE MAP RECORDS OF HIDALGO COUNTY, TEXAS.

SCALE: 1" = 60'
MAY 2015

HOLDENGARCIA CIVIL ENGINEERING, LLC.
1221 E. TYLER — OFFICE: (956)423-1702
HARLINGEN, TEXAS 78550 — MOBILE: (956)622-1708
FIRM No. F-14068 — FAX: (956)423-1488

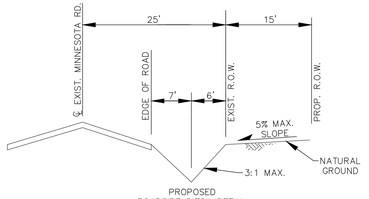




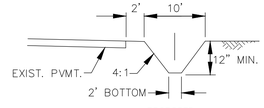
CALIFORNIA APARTMENTS SUBDIVISION IS LOCATED WITHIN THE 5 MILE ETJ OF MISSION CITY LIMITS HIDALGO COUNTY (POPULATION OF 81,050 – 2013 CENSUS). AT THE INTERSECTION OF MILE 5 NORTH AND MINNESOTA ROAD, TRAVELING SOUTH ON MINNESOTA ROAD AND LEAVING MILE 5 NORTH. APPROXIMATE 1768.35 FEET TO THE N.W. CORNER OF SAID SUBDIVISION LOCATED ON THE EAST R.O.W. OF MINNESOTA ROAD. BEING 4.21 ACRES OUT OF LOT 45, THE NICK DOFFING SUBDIVISION No. 3, HIDALGO COUNTY, TEXAS.

L E G E N D

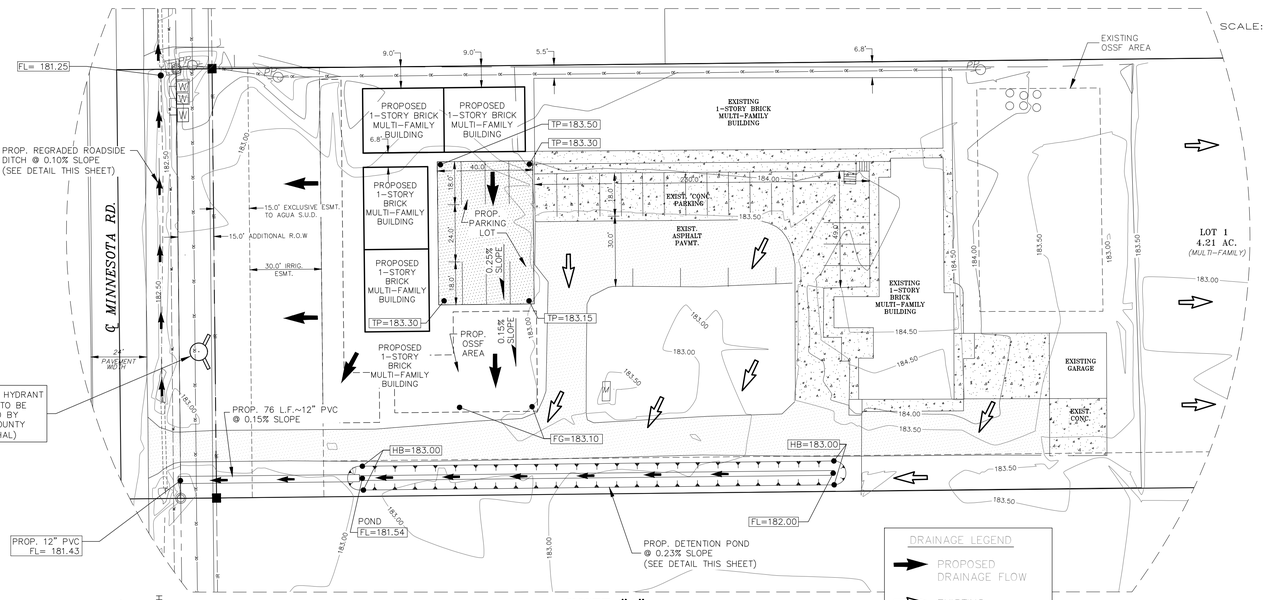
■	CONCRETE MONUMENT WITH YELLOW PLASTIC CAP STAMPED "JNH 4203 RPLS" SET, UNLESS OTHERWISE NOTED
○	1/2" IRON ROD FND.
99.00	CONCRETE MONUMENT ELEVATION
○	1/2"ø IRON ROD WITH YELLOW PLASTIC CAP STAMPED "JNH 4203 RPLS" SET
◉	FND. NAIL
✶	FND. COTTON PICKER SPINDLE
PP	POWER POLE
—OE—OE—	OVERHEAD ELECTRICAL LINE
—8W—8W—	EXISTING 8" WATER LINE (AGUA S.U.D.)
—IR—IR—	EXISTING IRRIGATION LINE (IRRIGATION DIST. #6)
	EXISTING ASPHALT PVMT.



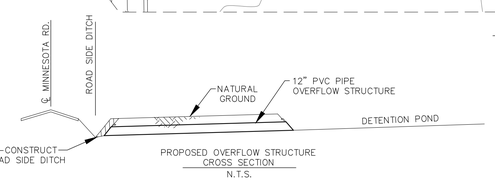
PROPOSED
ROADSIDE DITCH DETAIL
N.T.S.



PROPOSED
DETENTION POND CROSS SECTION
N.T.S.



INSET "A"



PROPOSED OVERFLOW STRUCTURE
CROSS SECTION
N.T.S.

DRAINAGE LEGEND	
➡	PROPOSED DRAINAGE FLOW
⇨	EXISTING DRAINAGE FLOW
▼▼▼	PROP. HIGH BANK
FL	FLOW LINE
HB	HIGH BANK
FG	FINISHED GROUND
TP	TOP OF PAVEMENT

PLAN NOTES:
1. NO TAPPING OR MAJOR CONNECTIONS UNDER PAVEMENT.
2. NO ELECTRICAL, WATER, OR SANITARY SEWER SERVICES IN SAME TRENCH.
3. EXISTING FENCE TO BE RELOCATED OUTSIDE OF RIGHT-OF-WAY.
4. ROADSIDE DITCH TO BE REGRADED TO HIDALGO COUNTY SPECIFICATIONS.
5. PROP. PVC PIPE FOR DETENTION POND SHALL HAVE A MINIMUM OF 6" COVER.

DRAINAGE REPORT FOR "CALIFORNIA APARTMENTS SUBDIVISION":
BY SCOTT A. HOLDEN (LIC. NO. 90994)

"CALIFORNIA APARTMENTS SUBDIVISION", IS WITHIN THE 5 MILE ETJ OF MISSION CITY LIMITS HIDALGO COUNTY. THE SUBDIVISION IS A 4.21 ACRE TRACT OF LAND BEING THE NORTH 180.00 FEET OF THE WEST 1020.00 FEET OUT OF LOT 45, THE NICK DOFFING SUBDIVISION NO. 3, HIDALGO COUNTY, TEXAS, ACCORDING TO THE MAP THEREOF RECORDED IN VOLUME 6, PAGE 10, OF THE MAP RECORDS OF HIDALGO COUNTY, TEXAS.

POST-DEVELOPED FLOW WILL BE CONVEYED BY MEANS OF GRADING THE PROPERTY TOWARD DETENTION POND AND THEN ONTO MINNESOTA ROADSIDE DITCH. ONCE IN THE ROADSIDE DITCH, THE FLOW IS THEN CONVEYED TOWARD THE NORTH TO HCDD NO. 1 WEST MAIN DRAIN. AFTER DEVELOPMENT THE RUNOFF INCREASE IS 0.75 CFS. THIS INCREASE IS DETERMINED NOT TO HAVE A SIGNIFICANT DRAINAGE IMPACT FOR THIS SUBDIVISION. THE CURRENT DRAINAGE PATTERN AND ULTIMATE OUTFALL ARE ADEQUATE. THE DRAINAGE PLAN WILL BE REVIEWED BY THE CITY PRIOR TO THE ISSUANCE OF THE BUILDING PERMIT.

THE FINISHED FLOOR ELEVATIONS OF ALL PROPOSED APARTMENT UNITS ARE REQUIRED TO BE AT LEAST 18 INCHES ABOVE CENTERLINE OF MINNESOTA ROAD. MEASURES SHALL BE EMPLOYED TO PROVIDE POSITIVE DRAINAGE AWAY FROM ALL BUILDINGS, AVOID CONCENTRATING RUNOFF ONTO OTHER LOTS, AND COORDINATE OVERALL RUNOFF WITH THE GENERAL STORM DRAINAGE PATTERN FOR THE AREA.

CERTIFICATION: BY MY SIGNATURE BELOW, I CERTIFY THAT THIS SUBDIVISION LIES WITHIN FLOOD PLAIN ZONE "X" AS DESCRIBED IN THE NATIONAL FLOOD INSURANCE PROGRAM MAP OF COMMUNITY-PANEL NO. 480334 0290 D EFFECTIVE DATE: JANUARY 2, 1981, MAP REVISED JUNE 6, 2000.

SCOTT A. HOLDEN, P.E. (LIC. NO. 90994) — 5-11-2015 DATE

INDEX TO SHEET CALIFORNIA APARTMENTS SUBDIVISION

1	LOCATION MAP AND ETJ: PRINCIPAL CONTACTS; PLAT WITH LOTS, STREETS, AND EASEMENT DESIGNATION; 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 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; IRRIGATION DISTRICT CERTIFICATE OF APPROVAL; RIGHT OF WAY CERTIFICATION; H.C.H.D. CERTIFICATION: REVISION NOTES.
2	WATER DISTRIBUTION AND SANITARY SEWER (OSSF) MAP, ENGINEERING REPORT (ENGLISH AND SPANISH VERSION), INCLUDING DESCRIPTION OF WATER AND WASTE WATER (OSSF) AND ENGINEER'S CERTIFICATION (ENGLISH AND SPANISH VERSION); SAMPLE OF LOG BORE FOR OSSF SYSTEM. TYPICAL WATER SERVICE CONNECTION SUBDIVIDER CERTIFICATE AND STATEMENT.
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:

NAME	ADDRESS	PHONE NUMBER / FAX NUMBER
OWNERS: FRANCISCO J. ALANIS	5908 NORTH MINNESOTA RD. MISSION, TEXAS 78504 HIDALGO COUNTY	209-840-4486/ 209-848-2669
ENGINEER: SCOTT A. HOLDEN, P.E.	1221 E. TYLER AVE. HARLINGEN, TX. 78550	956-423-1702 / 956-423-1488
SURVEYOR: JUAN GARCIA JR., R.P.L.S.	1221 E. TYLER AVE. HARLINGEN, TX. 78550	956-423-1702 / 956-423-1488

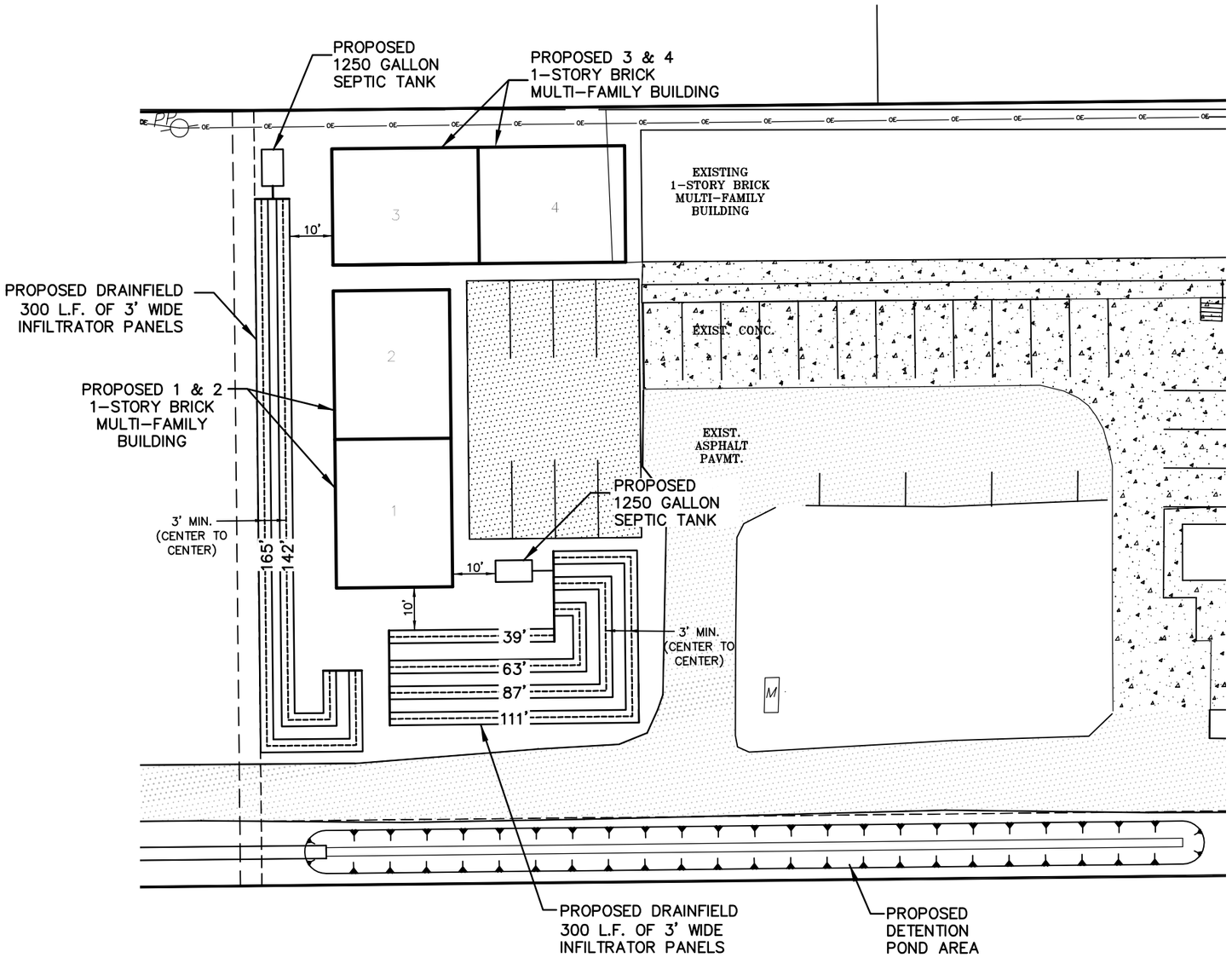
DRAINAGE PLAN

CALIFORNIA APARTMENTS SUBDIVISION

BEING 4.21 ACRE TRACT OF LAND BEING THE NORTH 180.00 FEET OF THE WEST 1020.00 FEET OUT OF LOT 45, THE NICK DOFFING SUBDIVISION NO. 3, HIDALGO COUNTY, TEXAS, ACCORDING TO THE MAP THEREOF RECORDED IN VOLUME 6, PAGE 10, OF THE MAP RECORDS OF HIDALGO COUNTY, TEXAS.

MAY 2015

HOLDENGARCIA CIVIL ENGINEERING, LLC.
1221 E. TYLER — OFFICE: (956)423-1702
HARLINGEN, TEXAS 78550 — MOBILE: (956)622-1708
FIRM No. F-14068 — FAX: (956)423-1488

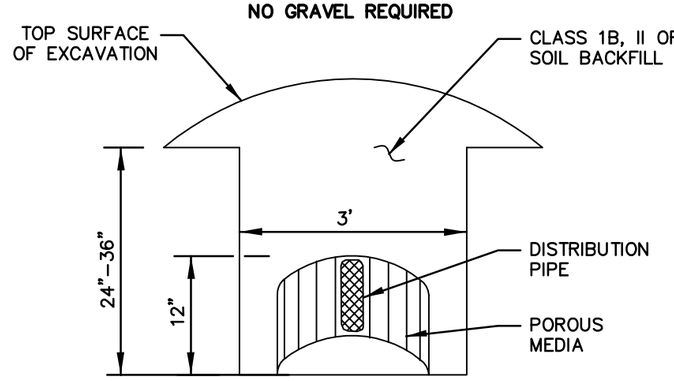


SCALE: 1" = 30'
SOIL CLASS III

3-19-15

STATE OF TEXAS
SCOTT A. HOLDEN
90994
LICENSED
PROFESSIONAL ENGINEER

TRENCH DETAIL
NO GRAVEL REQUIRED



NOTE:
THESE PLANS ARE FOR APPROVAL ONLY.

SEPTIC SYSTEM PLAN FOR CALIFORNIA APARTMENTS SUBDIVISION

WATER SAVING DEVICES MUST BE USED TO PREVENT SEPTIC SYSTEM OVERFLOW

NAME	ADDRESS	PHONE NUMBER / FAX NUMBER
OWNERS: FRANCISCO J. ALANIS	5908 NORTH MINNESOTA RD. MISSION, TEXAS 78504 HIDALGO COUNTY	209-840-4486/ 209-848-2669
ENGINEER: SCOTT A. HOLDEN, P.E.	1221 E. TYLER AVE. HARLINGEN, TX. 78550	956-423-1702 / 956-423-1488
SURVEYOR: JUAN GARCIA JR., R.P.L.S.	1221 E. TYLER AVE. HARLINGEN, TX. 78550	956-423-1702 / 956-423-1488

SCALE: 1" = 30'	DATE: NOV. 2014
DRAWN BY:	E. GARCIA
CHECKED BY:	S. HOLDEN
APPROVED BY:	S. HOLDEN
PROJECT NO.:	1406-011

1221 E. TYLER
HARLINGEN, TEXAS 78550
FIRM No. F-14068
OFFICE: (956)423-1702
MOBILE: (956)622-1708
FAX: (956)423-1488

D:\HG\Jobs\1401-014-California Apts-Alanis\Dwg Eng\OSSF Design.dwg

HIDALGO COUNTY
CALIFORNIA APARTMENTS SUBDIVISION

SEPTIC SYSTEM CALCULATIONS/With Water Saving Devices

VARIABLES		
V=	gallons	(Volume of Tanks)
A=	absorptive area	(SF)
L=	drainfield length	(FT)
W=	drainfield width	(FT)
Q=	avg. daily sewage	(gal/day)
Ra=	Soil Appl. Rate	

KNOWN FACTORS	
Q Per Bedroom=	100
Ra=	0.2 CL III Soil
10" pipe=	3.00 Ft. Trench Width
Length Trench Design	100 Ft.
# of Bedrooms Per Units	2
Total # of Units 4	2 Units per Septic System

FORMULAS	
A=	Q/Ra
L=	0.75A/(W+2)
V=	1250 gal

For Q ≥ 351 gal/day but ≤ 500

CALCULATIONS FOR EACH SEPTIC SYSTEM		
Q=	400.0	gal/day
A=	2,000.0	Sq. Ft.
L=	300.0	LF
V=	1,250.0	gallons

3' WIDE Drain Field Area For Each Septic System

Length	Wide	# of Drainfield Laterals @	100 LF
300	3.0	3	
Absorptive area provided			2000 SF

Lengths of lines provides

	Total Drainfield Length	300 LF

Notes: OSSF Design is calculated using TCEQ On-Site Sewage Facilities Subchapters B,C,D, With Water Savings Devices Flow Rate

3-19-15

STATE OF TEXAS
SCOTT A. HOLDEN
90994
LICENSED
PROFESSIONAL ENGINEER

FACILITY OWNER'S RESPONSIBILITY

A PROPERLY DESIGNED ON-SITE SEWAGE FACILITY, PROPERTY CONSTRUCTED IN A SUITABLE SOIL, CAN MALFUNCTION IF THE AMOUNT OF WATER IT IS REQUIRED TO DISPOSE OF IS NOT CONTROLLED. IT WILL BE THE RESPONSIBILITY OF THE OWNER TO MAINTAIN AND OPERATE THE FACILITY IN A SATISFACTORY MANNER. THE PROPER PERFORMANCE OF AN ON-SITE SEWERAGE FACILITY CANNOT BE GUARANTEED EVEN THOUGH ALL PROVISIONS OF THE TNRCC STANDARDS HAVE BEEN MET. INSPECTION AND LICENSING OF AN ON-SITE SEWERAGE FACILITY BY THE LICENSING AUTHORITY SHALL INDICATE ONLY THAT THE FACILITY MEETS MINIMUM REQUIREMENTS AND DOES NOT RELIEVE THE OWNER OF THE PROPERTY FROM COMPLYING WITH COUNTY. STATE. AND FEDERAL REGULATIONS, ON-SITE SEWERAGE FACILITIES. ALTHOUGH APPROVED AS MEETING MINIMUM STANDARD, MUST BE UPGRADED BY THE OWNER. AT THE OWNER'S EXPENSE, IF THE OWNER'S OPERATION OF THE FACILITY RESULTS IN OBJECTIONABLE ODORS, IF UNSANITARY CONDITIONS ARE CREATED. IF POLLUTION OR NUISANCE CONDITIONS ARE THREATENED OR OCCUR, OR IF THE FACILITY WHEN USED DOES NOT COMPLY WITH GOVERNMENTAL REGULATIONS.

ACKNOWLEDGED BY:

FRANCISCO J. ALANIS _____ DATE _____

SEPTIC SYSTEM PLAN FOR CALIFORNIA APARTMENTS SUBDIVISION

WATER SAVING DEVICES MUST BE USED TO PREVENT SEPTIC SYSTEM OVERFLOW

SCALE: NONE	DATE: NOV. 2014
DRAWN BY:	E. GARCIA
CHECKED BY:	S. HOLDEN
APPROVED BY:	S. HOLDEN
PROJECT NO.:	1406-011

1221 E. TYLER
HARLINGEN, TEXAS 78550
FIRM No. F-14068

OFFICE: (956)423-1702
MOBILE: (956)622-1708
FAX: (956)423-1488

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AI-52362 **Precinct #3** **18. A.**

CC - REGULAR

Meeting Date: 12/01/2015

Submitted For: Norma Ceballos, COMM. PCT. #3

Submitted By: Merlen P. Munoz, BUDGET & MANAGEMENT

Department: COMM. PCT. #3

Information

CAPTION

Pct 3-Veterans Blvd SH495 (1200):
1. Approval of certification of revenues as certified by the County Auditor for revenues received from the City of Palmview for the road improvements to Veterans Blvd (SH495).
2. Approval of 2015 appropriation of funds into Pct 3 Veterans Blvd (SH495) in the amount of $461,570.00.

BACKGROUND

ICA approved on 3/17/2015 AI-48784.

Fiscal Impact

FISCAL YEAR: 2015 **ACCT. #:** 5-1200-431-00-123-107-0-841

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

BUDGETARY IMPACT:

Funds available pending certification of revenues from the Auditor's Office. Monies receipted under Acct#5-1200-223-00-123-084-0-000.

Attachments

Appropriation
COR

Form Review

Inbox	Reviewed By	Date
Merlen P. Munoz (Originator)	Merlen P. Munoz	11/23/2015 11:26 AM
Budget & Management	Veronica Ortiz	11/23/2015 01:10 PM
Purchasing Department	Monica Badillo	11/25/2015 03:08 PM
Form Started By: Merlen P. Munoz		Started On: 11/23/2015 08:55 AM
Final Approval Date: 11/25/2015		

DATE: November 23, 2015

2015
Appropriation

DEPARTMENT HEAD: Sergio Cruz, Budget Officer

DEPARTMENT NAME: Department of Budget & Management for **PCT 3 Veterans Blvd (SH495)**

ACCOUNT NUMBER: 5-1200-431-00-123-107-0-XXX

Contact Person: Merlen Munoz Ph#: (956) 292-7025 ext. 5403

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

Honorable Commissioners' Court of Hidalgo County:

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

INCREASE ACCOUNT NUMBER(S)	ACCOUNT (OBJECT) NAME		AMOUNT
5-1200-431-00-123-107-0- 841	PCT 3 VETERANS BLV (SH49	AID TO GOV'T AGENCY	461,570.00
5-1200-337-00-123-XXX-0- 000	*R&B Pct 3-*	*ICA Palmview Veterans Blvd*	*461,570.00*
		TOTAL BUDGET INCREASE (DECREASE)	**461,570.00**

REASON: To appropriate funding received from the City of Palmview for monies received for road improvements to Veterans Blvd (SH495) (AI-48784-ICA approved by CC on 3/17/15). Monies receipted under Acct#5-1200-223-00-123-084-0-000 PCT#3-UNEARNED REV-ICA VETERANS BLVD.

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

November 30, 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 that fiscal year. On certification, the court may adopt a special budget for the limited purpose of spending the revenue from intergovernmental contracts for its intended purpose.

I, Ray Eufracio, County Auditor of Hidalgo County, certify to the Hidalgo County Commissioners Court the revenue from the intergovernmental contract between Hidalgo County and the City of Palmview, Texas for the Veterans Boulevard (Abram Road East to La Homa Road) project in the amount of $421,570. These funds may now be made available by creating a new special budget or amending a current budget for its intended purposes. Revenue was received from the City of San Juan and the City of Alamo as follows:

CERTIFIED BY:

Raymundo Eufracio, CPA
Hidalgo County Auditor

12/1/15
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-52362 **Precinct #3** **18. A.**

CC - REGULAR

Meeting Date: 12/01/2015

Submitted For: Norma Ceballos, COMM. PCT. #3

Submitted By: Merlen P. Munoz, BUDGET & MANAGEMENT

Department: COMM. PCT. #3

Information

CAPTION

Pct 3-Veterans Blvd SH495 (1200):
1. Approval of certification of revenues as certified by the County Auditor for revenues received from the City of Palmview for the road improvements to Veterans Blvd (SH495).
2. Approval of 2015 appropriation of funds into Pct 3 Veterans Blvd (SH495) in the amount of ~~$461,570.00~~ $16 + 421,570.00

BACKGROUND

ICA approved on 3/17/2015 AI-48784.

Fiscal Impact

FISCAL YEAR: 2015 **ACCT. #:** 5-1200-431-00-123-107-0-841

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

BUDGETARY IMPACT:

Funds available pending certification of revenues from the Auditor's Office. Monies receipted under Acct#5-1200-223-00-123-084-0-000.

Attachments

Appropriation

Form Review

Inbox	Reviewed By	Date
Merlen P. Munoz (Originator)	Merlen P. Munoz	11/23/2015 11:26 AM
Budget & Management	Veronica Ortiz	11/23/2015 01:10 PM
Purchasing Department	Monica Badillo	11/25/2015 03:08 PM

Form Started By: Merlen P. Munoz Started On: 11/23/2015 08:55 AM

Final Approval Date: 11/25/2015

DATE: November 23, 2015

2015
Appropriation

DEPARTMENT HEAD: Sergio Cruz, Budget Officer

DEPARTMENT NAME: Department of Budget & Management for PCT 3 Veterans Blvd (SH495)

ACCOUNT NUMBER: 5-1200-431-00-123-107-0-XXX

Contact Person: Merlen Munoz Ph#: (956) 292-7025 ext. 5403

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

Honorable Commissioners' Court of Hidalgo County:

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

INCREASE ACCOUNT NUMBER(S)		ACCOUNT (OBJECT) NAME		AMOUNT
5-1200-431-00-123-107-0-	841	PCT 3 VETERANS BLV (SH49	AID TO GOV'T AGENCY	421,570.00 ~~461,570.00~~
005				
5-1200-337-00-123-~~XXX~~0-	*000*	*R&B Pct 3-*	*ICA Palmview Veterans Blvd*	421,570.00 ~~461,570.00~~
			TOTAL BUDGET INCREASE (DECREASE)	421,570.00 ~~461,570.00~~

REASON: To appropriate funding received from the City of Palmview for monies received for road improvements to Veterans Blvd (SH495) (AI-48784-ICA approved by CC on 3/17/15). Monies receipted under Acct#5-1200-223-00-123-084-0-000 PCT#3-UNEARNED REV-ICA VETERANS BLVD.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

/ /
DATE

ATTEST COUNTY CLERK

AI-52256 **Purchasing Department** **20. D. 1.**

CC - REGULAR

Meeting Date: 11/17/2015

Submitted By: Rocio Villarreal, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

a. Acceptance and approval to execute the final form of a Professional Engineering Agreement with L&G Consulting Engineers, Inc. dba L&G Engineering, for "Veterans Boulevard (SH 495) Project (from Abram Road East to La Homa Road)"as approved for negotiations on CC 04/14/15.

b. Acceptance and approval of Work Authorization No. 1 (with an estimated cost of $843,140.00) as submitted by project engineer, L&G Consulting Engineers, Inc. dba L&G Engineering for, "Environmental Assessment, Public Involvement, Schematic and Hydrologic Design for Veterans Blvd (SH 495) project from Abram Rd to La Homa Rd (FM 364)" located Pct. No. 3 through Contract #C-15-161-11-17.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2015 **ACCT. #:** 5-1345-431-00-123-107-0-721

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

BUDGETARY IMPACT:

Attachments

legal approval
REVISED
BACKUP
exh D
ica
receipt

Form Review

Inbox	Reviewed By	Date
Auditor's Office	Monica Badillo	11/13/2015 10:15 AM

Form Started By: Rocio Villarreal Started On: 11/12/2015 10:03 AM

Final Approval Date: 11/13/2015

Zimbra **rocio.villarreal@co.hidalgo.tx.us**

RE: C-15-161-00-00-L&G Engineers-Veterans Blvd-Pct 3

From : Steve Crain <scrain@atlashall.com> Thu, Nov 12, 2015 01:47 PM
Subject : RE: C-15-161-00-00-L&G Engineers-Veterans Blvd-Pct 3 1 attachment
To : 'Rocio Villarreal' <rocio.villarreal@co.hidalgo.tx.us>

The contract is fine.

From: Rocio Villarreal [mailto:rocio.villarreal@co.hidalgo.tx.us]
Sent: Thursday, November 12, 2015 10:04 AM
To: Stephen L. Crain
Subject: Re: C-15-161-00-00-L&G Engineers-Veterans Blvd-Pct 3

Mr. Crain:

Please review and approve as to form.

Thank you.

ROCIO VILLARREAL
HIDALGO COUNTY PURCHASING DEPT.
CONTRACTS MANAGER
(956) 318-2626 Work
(956) 292-7000 Ext. 4868 Work
rocio.villarreal@co.hidalgo.tx.us
2812 S. Business Hwy 281
Edinburg, Texas 78539

From: "Stephen L. Crain" <scrain@atlashall.com>
To: "Rocio Villarreal" <rocio.villarreal@co.hidalgo.tx.us>
Sent: Wednesday, November 11, 2015 8:58:03 AM
Subject: RE: C-15-161-00-00-L&G Engineers-Veterans Blvd-Pct 3

Good morning Rocio:

I hope all is going well for you and were able to enjoy your day off.
Attached is page 2 with Mr. Crain's comment. If you have any questions, please call our office.

Thank you,
Marynel Trevino, Secretary for

Stephen L. Crain & J. Joseph Vale
ATLAS, HALL & RODRIGUEZ, LLP
818 Pecan Blvd. (78501)
P. O. Box 3725
McAllen, Texas 78502
Direct Dial Number (956) 632-8221
Main Number (956) 682-5501
Fax Number (956) 686-6109
E-mail Address scrain@atlashall.com

Atlas Hall Rodriguez

E-MAIL NOTICE -- This transmission may be: (1) subject to the Attorney-Client Privilege, (2) an attorney work product, or (3) strictly confidential. If you are not the intended recipient of this message, you may not disclose, print, copy or disseminate this information. If you have received this in error, please reply and notify the sender (only) and delete the message. Unauthorized interception of this e-mail is a violation of federal criminal law.

This communication does not reflect an intention by the sender or the sender's client or principal to conduct a transaction or make any agreement by electronic means. Nothing contained in this message or in any attachment shall satisfy the requirements for a writing, and nothing contained herein shall constitute a contract or electronic signature under the Electronic Signatures in Global and National Commerce Act, any version of the Uniform Electronic Transactions Act or any other statute governing electronic transactions.

From: Rocio Villarreal [mailto:rocio.villarreal@co.hidalgo.tx.us]
Sent: Tuesday, November 10, 2015 2:54 PM
To: Stephen L. Crain
Subject: Re: C-15-161-00-00-L&G Engineers-Veterans Blvd-Pct 3

Mr. Crain:

As requested attached is the corrected agreement. Please review and approve as to form.

Thank you.

ROCIO VILLARREAL
HIDALGO COUNTY PURCHASING DEPT.
CONTRACTS MANAGER
(956) 318-2626 Work
(956) 292-7000 Ext. 4868 Work
rocio.villarreal@co.hidalgo.tx.us
2812 S. Business Hwy 281
Edinburg, Texas 78539

From: "Stephen L. Crain" <scrain@atlashall.com>
To: "Rocio Villarreal" <rocio.villarreal@co.hidalgo.tx.us>
Sent: Friday, November 6, 2015 3:36:29 PM
Subject: RE: C-15-161-00-00-L&G Engineers-Veterans Blvd-Pct 3

From: Rocio Villarreal [mailto:rocio.villarreal@co.hidalgo.tx.us]
Sent: Friday, November 06, 2015 2:52 PM
To: Stephen L. Crain
Subject: C-15-161-00-00-L&G Engineers-Veterans Blvd-Pct 3

Mr. Crain:

Attached is an prof. engineering services agreement with L&G Engineer. 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

Atlas Hall
Rodriguez

image001.jpg
5 KB

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

Receipt No: 192159

Received From: CITY OF PALMVIEW PCT. 3 11/05/15 Date 11/06/15

1	1049	R&B PCT#3-UNEARNED REV-ICA VETERANS BLVD 5-1200-223-00-123-084-0-000	461,570.00

Total: **461,570.00**

Check Total	461,570.00
Cash Total	.00
Credit Total	.00
Other Total	.00

COUNTY COMMISSIONER PRECINCT 3

County of Hidalgo

Joe M. Flores
County Commissioner Pct. No. 3

TO: Norma Garcia, Treasurer
Hidalgo County Treasurer's Dept.

FROM: Joe M. Flores, Commissioner
Hidalgo County Precinct #3

DATE: November 05, 2015

REF: Check from City of Palmview

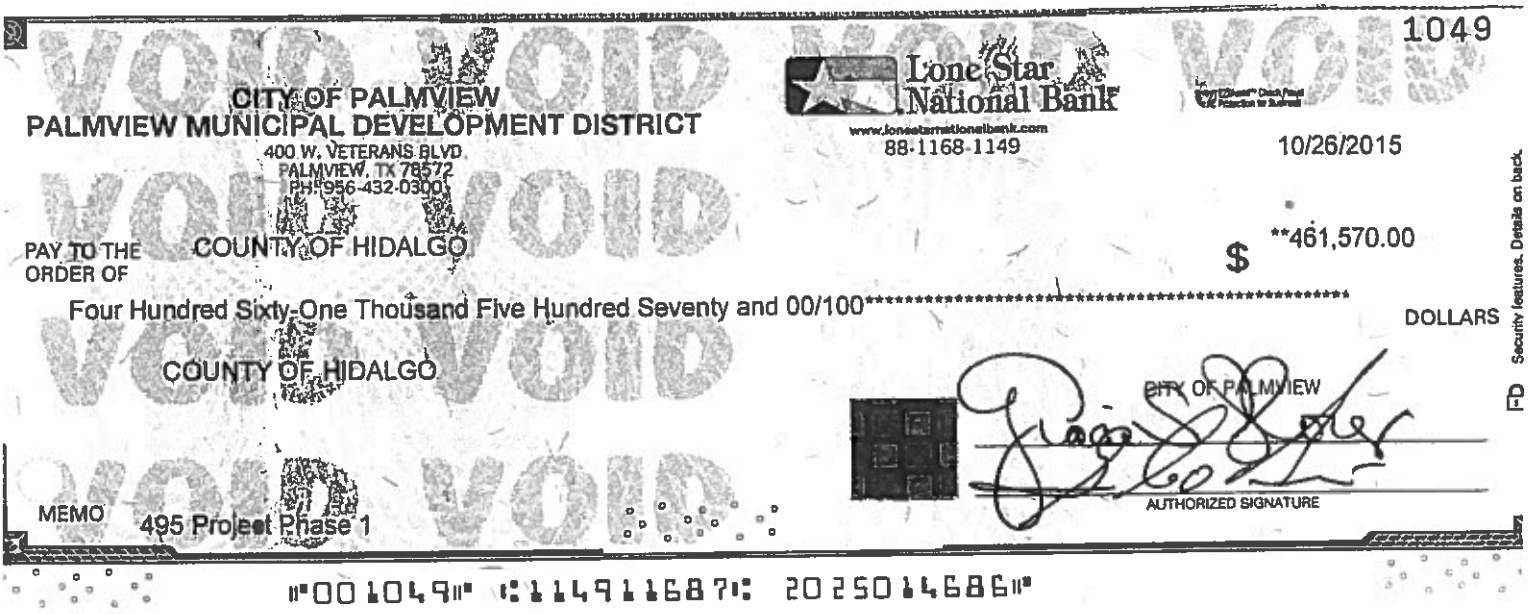
The enclosed check is from the City of Palmview in the amount of $461,570.00 as agreed on the ICA approved in Commissioner's Court on March 17th 2015. Please deposit check in the following account:
5-1200-223-00-123-084-0-000 R&B Pct #3-Unearned Rev-ICA Veterans Blvd.

Thank you and should you need additional information, please call Norma Ceballos at extension #3007.

Check Received by: _____

Date: _____

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



1049

CITY OF PALMVIEW
PALMVIEW MUNICIPAL DEVELOPMENT DISTRICT
400 W. VETERANS BLVD
PALMVIEW, TX 78572
PH: 956-432-0300

Lone Star National Bank
www.lonestarnationalbank.com
88-1168-1149

10/26/2015

PAY TO THE ORDER OF COUNTY OF HIDALGO

$ **461,570.00

Four Hundred Sixty-One Thousand Five Hundred Seventy and 00/100********** DOLLARS

COUNTY OF HIDALGO

CITY OF PALMVIEW

AUTHORIZED SIGNATURE

MEMO 495 Project Phase 1

Security features. Details on back.

⑈001049⑈ ⑆114911687⑆ 20250146866⑈

CITY OF PALMVIEW

1049

COUNTY OF HIDALGO

10/26/2015

PHASE 1

461,570.00

Palmview MDD #4686 495 Project Phase 1

461,570.00

STATE OF TEXAS §
COUNTY OF HIDALGO §

INTERLOCAL COOPERATION AGREEMENT BETWEEN THE COUNTY OF HIDALGO AND CITY OF PALMVIEW, TEXAS CONCERNING CERTAIN IMPROVEMENTS TO VETERANS BOULEVARD (SH 495) FROM ABRAM ROAD EAST TO LA HOMA ROAD

THIS agreement is made on this the 17th day of March, 2015 by and between the CITY OF PALMVIEW,TEXAS, hereinafter referred to as the "City" and the COUNTY OF HIDALGO, Texas hereinafter referred to as "County", pursuant to the provisions of the Texas Interlocal Cooperation Act, as follows:

WITNESSETH:

WHEREAS, the City is a home rule municipality located in Hidalgo County, Texas;

WHEREAS, the County is a county in the State of Texas;

WHEREAS, the City and County desire to cooperate in making needed transportation improvements to Veterans Boulevard (SH 495) from Abram Road East to La Homa Road as outlined in Exhibit A; and

WHEREAS, the City and County agree it is essential to develop this very important corridor, which is in much need of improvements, specifically in need of adding capacity for increased safety; and

WHEREAS, the County will be the fiduciary agent for this project and assume the role of project development lead;

WHEREAS, the County desires to proceed with the Engineering, Public Involvement, Environmental, Schematics, of the Road (the Phase I");

WHEREAS, at this time the County desires to complete Phase I of the project development, which includes the Engineering, Public Involvement, Environmental, Schematics services for this project;

WHEREAS, the City and County will cooperatively seek to fund the construction and ROW costs of this project through the Hidalgo County Metropolitan Planning Organization (HCMPO) and TxDOT;

WHEREAS, the total Phase I project development cost is estimated to be $923,140.00 of which the County will contribute an estimated amount of $461,570.00; 50%

WHEREAS, the City desires to cooperate by contributing a total sum not to exceed the amount of $461,570.00 to the County toward the project development activities; 50%

WHEREAS, the County and City are authorized to enter into this Agreement pursuant to the interlocal Cooperation Act, Texas Government Code 791.001 et. Seq. which authorizes local governments to contract with each other to perform governmental functions and services under the terms of the Act; and

WHEREAS, the City agrees to support the proposition that the County assumes the role of project sponsor to develop the Phase I of the project development, which includes the Engineering, Public Involvement, Environmental, Schematics services of the Road project within the City limits.

NOW, THEREFORE, County and City, in consideration of the mutual covenants expressed hereinafter, agree to enter into this agreement as follows:

1. The County agrees to complete Phase I of the project development, which includes the Engineering, Environmental Assessment, Public Involvement & Schematic services more particularly described in that portion of Exhibit B attached hereto and made a part hereof for all purposes that relates to said Phase I.

2. The road at various points passes through the jurisdiction of City and County and forms a connecting link or integral part of the County road system.

3. The City shall pay County as its contribution for Phase I of the Project the sum of $461,570.00 at time of execution of this Agreement.

4. City, pursuant to Tex. Trans. Code 251.012, authorizes County to perform the work and services described herein within its corporate city limits

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

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

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

8. Entire Agreement: This Agreement contains the entire contract between the parties hereto and each party acknowledges that neither has made (either directly or through any agreement or representative) and representation or agreement in connection with this Agreement not specifically set forth herein.

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

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

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

If to City:	City of Palmview Attention: Gerardo Perez, Mayor 400 W. Veterans Blvd. Mission, Texas 78572
If to County:	Hidalgo County, Texas Attention: Ramon Garcia, Hidalgo County Judge 302 W. University Drive Edinburg, Texas 78539
With copy to:	Joe Flores, Commissioner, Precinct No. 3 724 N. Breyfogle Mission, Texas 78572

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

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

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

14. Assignment: This Agreement shall not be assignable.

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

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

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

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

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

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

CITY OF PALMVIEW

By: _____
Gerardo Perez, Mayor

ATTEST:

_____
City Secretary

COUNTY OF HIDALGO

By: Ramon Garcia
Ramon Garcia, County Judge

APPROVED BY
COMMISSIONERS' COURT
ON: 3/17/15

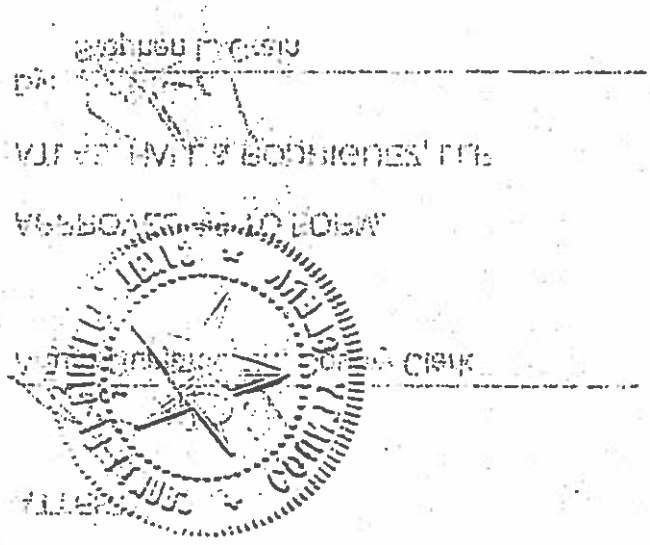
ATTEST:

Arturo Guajardo, Jr., County Clerk

APPROVED AS TO FORM:

ATLAS, HALL & RODRIGUEZ, LLP

By: _____
Stephen L. Crain



STATE OF TEXAS §
§
COUNTY OF HIDALGO §

APPROVAL OF
INTERLOCAL COOPERATION AGREEMENT
PROJECT

In accordance with Texas Government Code §791.014, Hidalgo County, Texas, acting by and through the Hidalgo County Commissioners Court, has been advised of a proposed project regarding certain road improvements to Veterans Boulevard (SH 495) from Abram Road East to La Homa Road, a section which is within the City limits of City through an Interlocal Cooperation Agreement to be entered into with the City of Palmview, Texas, and Hidalgo County.

By vote on March 17, 2015, the Hidalgo County Commissioners Court has approved the Project identified above.

Ramon Garcia
By: Ramon Garcia, County Judge

APPROVED BY
COMMISSIONERS' COURT
ON: 3-17-15

ATTEST:

Arturo Guajardo, Jr., County Clerk

APPROVED AS TO FORM:

ATLAS, HALL & RODRIGUEZ, LLP

By: _____
Stephen L. Crain

STATE OF TEXAS §
§
COUNTY OF HIDALGO §

APPROVAL OF
INTERLOCAL COOPERATION AGREEMENT
PROJECT

In accordance with Texas Government Code 979.[illegible] Hidalgo County, Texas, acting by and through the Hidalgo County Commissioners Court, has been advised of a proposed project regarding certain road improvements to Veterans Boulevard (S.H. 495) from Abram Road East to La Homa Road, a section which is within the City limits of City through an Interlocal Cooperation Agreement to be entered into with the City of Pelmview, Texas and Hidalgo County.

By vote on [illegible] 2016, the Hidalgo County Commissioners Court has approved the Project identified above.

By: [illegible]
By: Ramon Garcia, County Judge

APPROVED BY
[illegible]

[illegible]

[illegible]

APPROVED AS TO FORM:

ATLAS, HALL & RODRIGUEZ LLP

By: [illegible]
[illegible] L. Cra

EXHIBIT "B"
VETERANS BOULEVARD PROJECT (SH 495 EXTENSION)
ESTIMATED PRELIMINARY PROJECT FACT SHEET COSTS

ROADWAY PROJECT:	VETERANS BOULEVARD (SH 495 Extension)
LIMITS:	from Abram Road to La Homa Road
EXISTING ROADWAY SECTION:	40-ft Rural
EXISTING ROW WIDTH:	70' to 85' Varies
PROPOSED ROADWAY SECTION:	4-lane divided urban w/o Shoulders
PROPOSED ROW WIDTH:	80-FT
ESTIMATED CONSTRUCTION COST ...(ROADWAY ONLY)	$10,350,000.00
LENGTH FOR 4-LANE ROADWAY ...(SECTION II)	2.3 Miles

ESTIMATED PROJECT COSTS	*ESTIMATED % LOCAL COST*	*TOTAL ESTIMATED PROJECT COST*	*ESTIMATED LOCAL COST*
PHASE I - EA, PUBLIC INVOLVEMENT & SCHEMATIC DESIGN			
Environmental Document with TxDOT (18 months)	100%	$ 149,850.00	$ 149,850.00
Public Involvement for the project with stakeholders and 1 Public Meeting (3 Months)	100%	$ 41,625.00	$ 41,625.00
Archeological and Historical Research	100%	$ 65,000.00	$ 65,000.00
Engineering Technical Support at Public Mtgs with Layouts etc	100%	$ 31,500.00	$ 31,500.00
Schematic for Roadway	100%	$ 149,040.00	$ 149,040.00
Hydrological Map for Outfall Drain Ditch	100%	$ 66,000.00	$ 66,000.00
Schematics for Outfall Ditches	100%	$ 99,000.00	$ 99,000.00
Schematic Design fo r Siphon with Steel Pipe Bypass for Irrig Dist.	100%	$ 33,000.00	$ 33,000.00
Estimated Environmental Document Review Charges by TxDOT	100%	$ 80,000.00	$ 80,000.00
Office Surveys for Schematic (Prel. Ownership Identification and Property Rights	100%	$ 42,000.00	$ 42,000.00
Preliminary Compensable Utilities Identification on Schematic	100%	$ 54,000.00	$ 54,000.00
Update Schematic based on comments as provide by TxDOT/FHWA	100%	$ 48,000.00	$ 48,000.00
Engineering Technical Support at Public Hearing with Layouts etc	100%	$ 22,500.00	$ 22,500.00
Public Involvement for 1 Public Hearing	100%	$ 41,625.00	$ 41,625.00
SUB-TOTAL		**$ 923,140.00**	**$ 923,140.00**
PHASE II & III FOR INFORMATION PURPOSES ONLY			
PHASE II - PS&E and CONSTRUCTION OVERSIGHT			
Field Surveys for Design and Construction	100%	$ 110,400.00	$ 110,400.00
PS&E Development Roadway (7% Engineering Fee)	100%	$ 724,500.00	$ 724,500.00
Engineering Fee to Create 1 set of Plans and Submit through TxDOT	100%	$ 66,000.00	$ 66,000.00
Permitted Utilities Coordination to adjust	100%	$ 100,800.00	$ 100,800.00
ROADWAY CONSTRUCTION COST (100% STATE/FED)	0%	$ 10,350,000.00	$ -
TxDOT Construction Inspection (11%) (100% STATE/FED)	0%	$ 1,138,500.00	$ -
Eng Consultant Construction Management (18 Months)	100%	$ 189,000.00	$ 189,000.00
SUB-TOTAL		$ 12,679,200.00	$ 1,190,700.00
PHASE III - ROW ACQUISITION			
Complete ROW Map (Estimated 66 Parcels)	100%	$ 257,400.00	$ 257,400.00
Right-of-Way Costs - Acq Services @ (est. 66 Parcels @ $13,800/Parcel Avg)	100%	$ 910,800.00	$ 910,800.00
Right-of-Way Costs - High Pressure Gasline Adjustment (80/20)	20%	$ 250,000.00	$ 50,000.00
Estimated Compensable Utility Mgmt for Acq. of Property Rights and Compensate for Utility Adjust(s)	100%	$ 162,000.00	$ 162,000.00
Estimated Roadway Right-of-Way Costs (ESTIMATED 2.8 Ac. @ $6.5/ sq ft) (80/20)	20%	$ 789,360.00	$ 157,872.00
COMPENSABLE UTILITY (Water, Sewer, Telephone, Electricity, etc.) (80/20)	20%	$ 260,000.00	$ 52,000.00
SUB-TOTAL		$ 2,629,560.00	$ 1,590,072.00
ESTIMATED TOTAL		**$ 16,231,900.00**	$ 3,703,912.00

TOTAL ESTIMATED PROJECT COST: $ 16,231,900.00

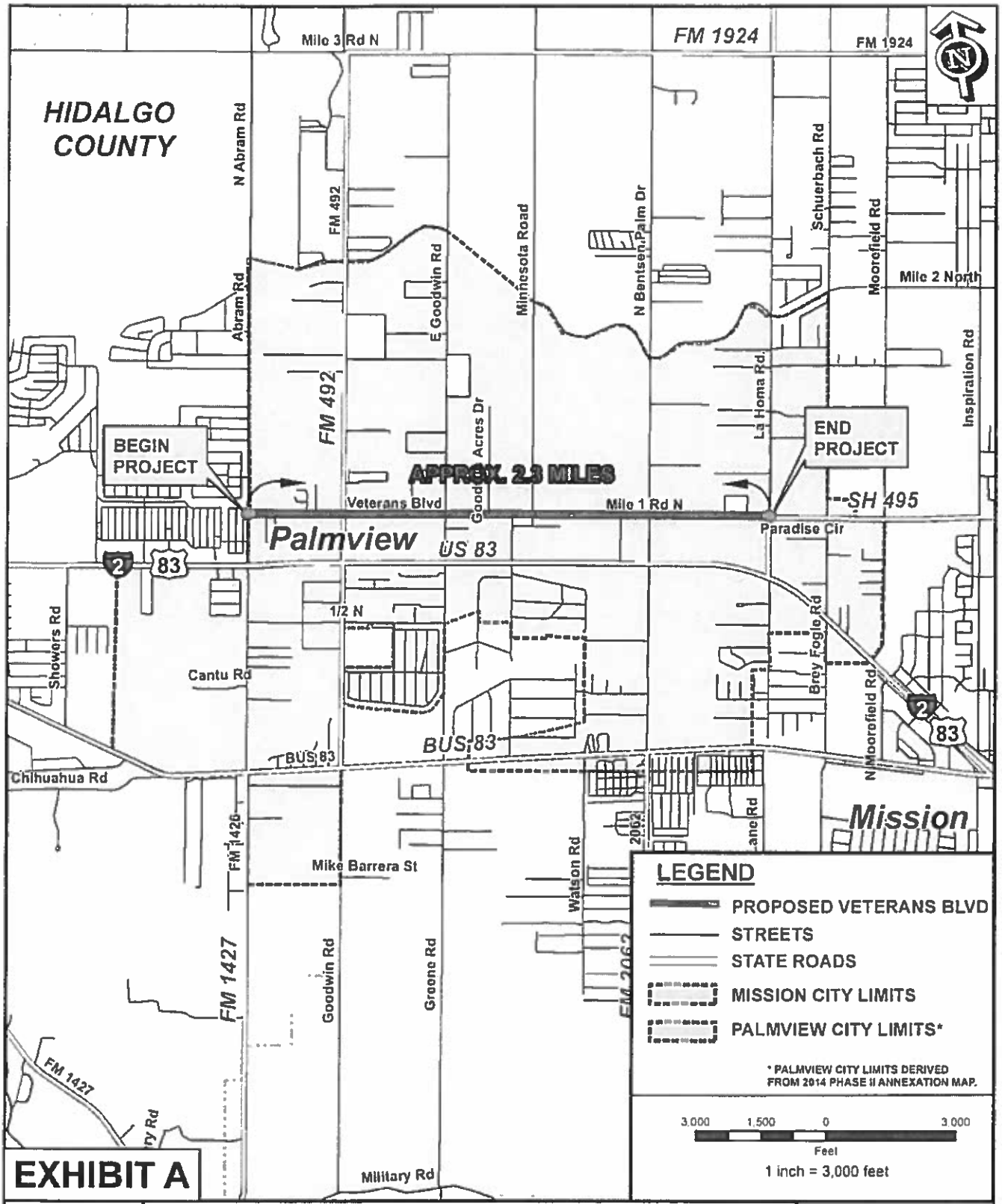


EXHIBIT A

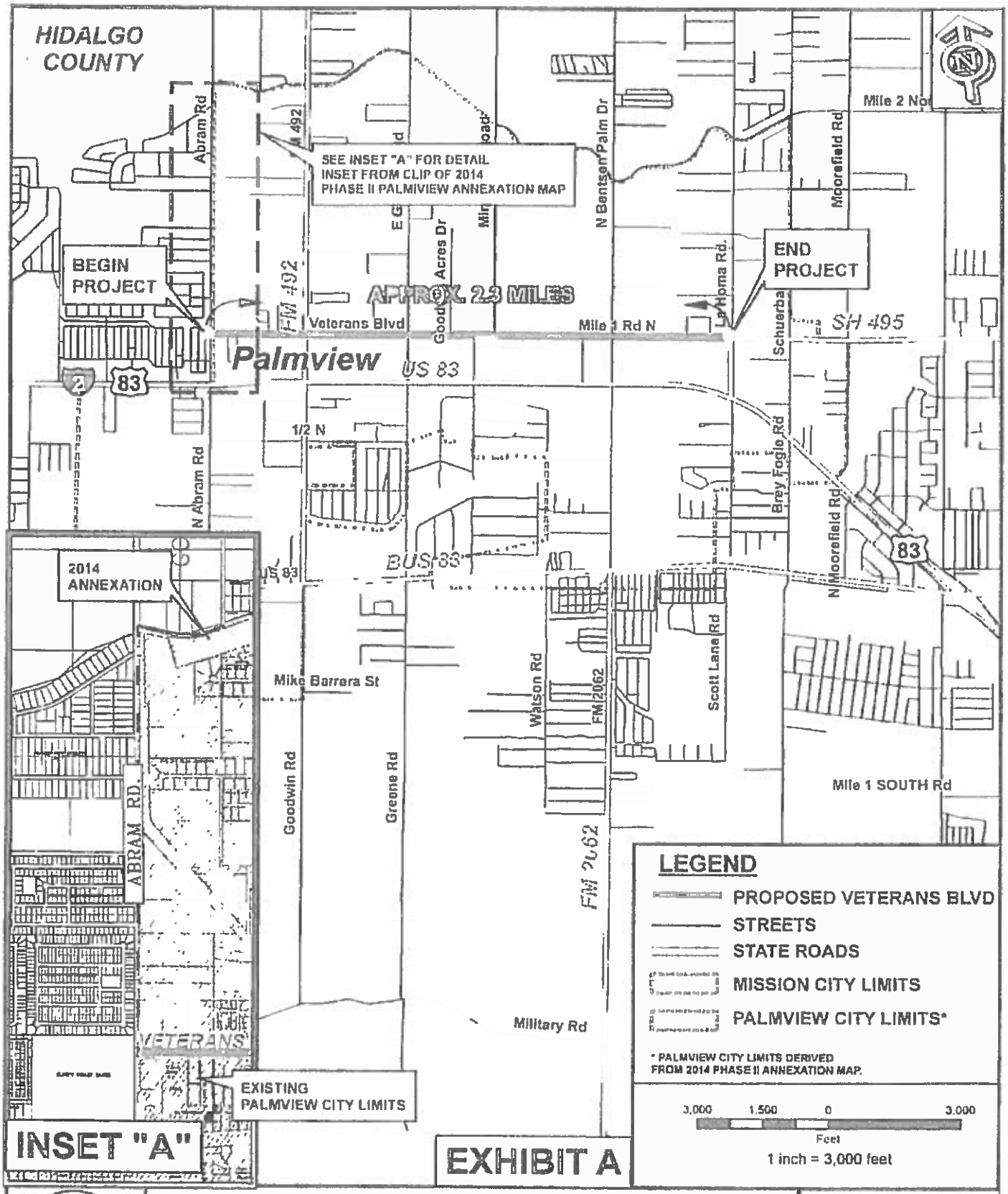
VETERANS BLVD (SH 495) LOCATION MAP

FROM ABRAM RD TO LA HOMA (SH 364) APPROX. 2.3 MILES

THE COUNTY OF HIDALGO TEXAS

CITY OF PALMVIEW TEXAS

Document Path: G:\GIS\PROJECTS\HIDALGO\VETERANS ROAD (MILE 1) FROM LA HOMA TO ABRAM - BUS 83\VETERANS ROAD LOCATION MAP.mxd



VETERANS BLVD (SH 495) LOCATION MAP

FROM ABRAM RD TO LA HOMA (SH 364) APPROX. 2.3 MILES

THE COUNTY OF HIDALGO TEXAS

CITY OF PALMVIEW TEXAS

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ESTIMATED PRELIMINARY PROJECT FACT SHEET COSTS

ROADWAY PROJECT:	VETERANS BOULEVARD (SH 495 Extension)
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EXISTING ROADWAY SECTION:	40-ft Rural
EXISTING ROW WIDTH:	70' to 85' Varies
PROPOSED ROADWAY SECTION:	4-lane divided urban w/o Shoulders
PROPOSED ROW WIDTH:	80-FT
ESTIMATED CONSTRUCTION COST ...(ROADWAY ONLY).....	$10,350,000.00
LENGTH FOR 4-LANE ROADWAY ...(SECTION II)	2.3 Miles

ESTIMATED PROJECT COSTS	*ESTIMATED % LOCAL COST*	*TOTAL ESTIMATED PROJECT COST*	*ESTIMATED LOCAL COST*
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Schematics for Outfall Ditches	100%	$ 99,000.00	$ 99,000.00
Schematic Design for Siphon with Steel Pipe Bypass for Irrig Dist.	100%	$ 33,000.00	$ 33,000.00
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SUB-TOTAL		**$ 923,140.00**	**$ 923,140.00**
PHASE II & III FOR INFORMATION PURPOSES ONLY			
PHASE II - PS&E and CONSTRUCTION OVERSIGHT			
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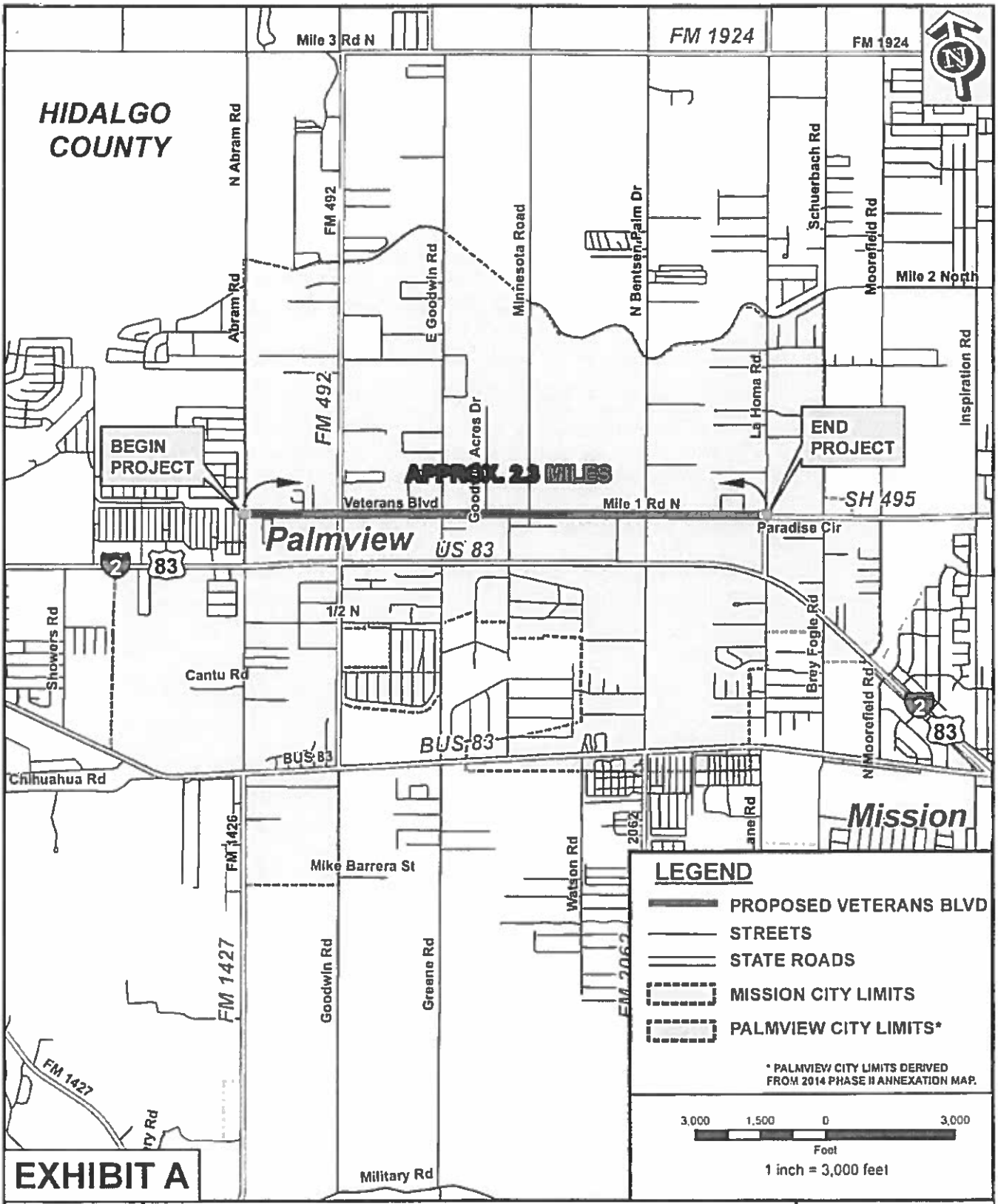
Engineering Fee to Create 1 set of Plans and Submit through TxDOT	100%	$ 66,000.00	$ 66,000.00
Permitted Utilities Coordination to adjust	100%	$ 100,800.00	$ 100,800.00
ROADWAY CONSTRUCTION COST (100% STATE/FED)	0%	$ 10,350,000.00	$ -
TxDOT Construction Inspection (11%) (100% STATE/FED)	0%	$ 1,138,500.00	$ -
Eng Consultant Construction Management (18 Months)	100%	$ 189,000.00	$ 189,000.00
SUB-TOTAL		$ 12,579,200.00	$ 1,190,700.00
PHASE III - ROW ACQUISITION			
Complete ROW Map (Estimated 65 Parcels)	100%	$ 257,400.00	$ 257,400.00
Right-of-Way Costs - Acq Services @ (est. 65 Parcels @ $13,800/Parcel Avg.)	100%	$ 910,800.00	$ 910,800.00
Right-of-Way Costs - High Pressure Gasline Adjustment (80/20)	20%	$ 250,000.00	$ 50,000.00
Estimated Compensable Utility Maint for Acq. of Property Rights and Compensate for Utility Adjust(s)	100%	$ 162,000.00	$ 162,000.00
Estimated Roadway Right-of-Way Costs (ESTIMATED 2.8 Ac. @ $8.5/ sq ft) (80/20)	20%	$ 789,360.00	$ 157,872.00
COMPENSABLE UTILITY (Water, Sewer, Telephone, Electricity, etc.) (80/20)	20%	$ 260,000.00	$ 52,000.00
SUB-TOTAL		$ 2,629,560.00	$ 1,590,072.00
ESTIMATED TOTAL		$ 16,231,900.00	$ 3,703,912.00

TOTAL ESTIMATED PROJECT COST: $ 16,231,900.00



VETERANS BLVD (SH 495) LOCATION MAP

FROM ABRAM RD TO LA HOMA (SH 364) APPROX. 2.3 MILES

THE COUNTY OF HIDALGO TEXAS

CITY OF PALMVIEW TEXAS

Document Path: G:\GIS APROJECTS\HIDALGO\VETERANS ROAD (MILE 1) FROM LA HOMA TO ABRAM - BUS 83\VETERANS ROAD LOCATION MAP.mxd

HIDALGO COUNTY
Professional Engineering Services
Contract # C-15-161-11-17
Work Authorization Form

WORK AUTHORIZATION NO. 1

THIS WORK AUTHORIZATION is made pursuant to the terms and conditions of Article 1 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 the preparation for the Environmental Assessment, Public Involvement, Schematic and Hydrologic Design for the Veterans Boulevard (SH 495) project from Abram Road to La Homa Road (FM 364).

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 $843,140.00. This amount is based upon the costs outlined in the Estimated Cost Proposal attached hereto as ***EXHIBIT "D-1" - Estimated Man-hour Breakdown.***

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, as identified on *EXHIBIT "C" - Work Schedule.*

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 Flores as to the 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.

THE ENGINEER:
L&G ENGINEERING

_____
By: Jacinto Garza, P.E.
President

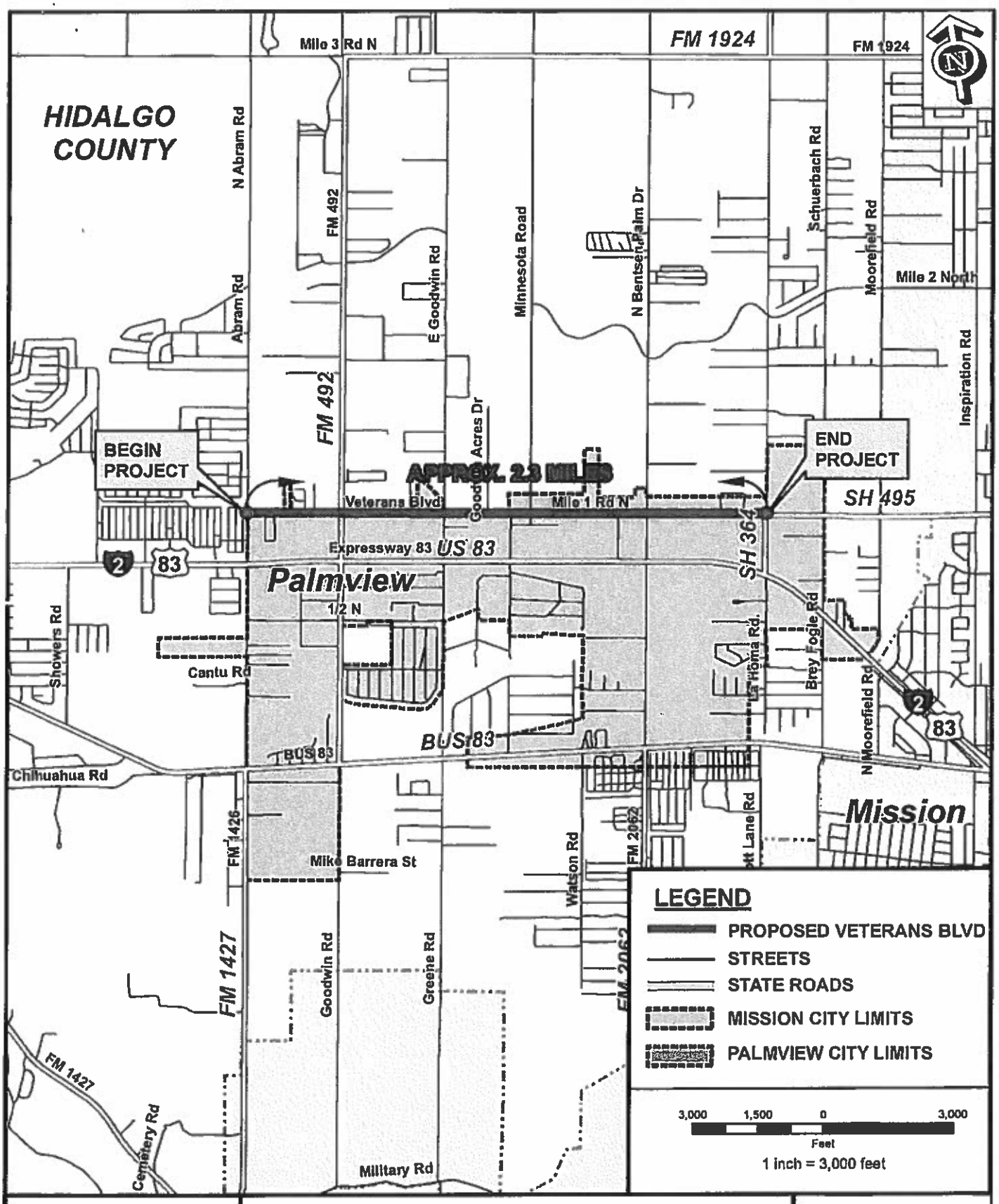
THE OWNER:
HIDALGO COUNTY

_____
By: Ramon Garcia,
County Judge

ATTEST:

_____
By: Arturo Guajardo, Jr., County Clerk

LIST OF EXHIBITS
Location Map
Exhibit A - Services to be provided by Owner
Exhibit B - Services to be provided by Engineer
Exhibit C - Work Schedule
Exhibit D-1 - Estimated Man-hour Breakdown



L&G Engineering
Highway/Civil • Bridge/Bridge
Environmental • Geotechnical
Construction Material Testing
Right-of-Way Acquisition Provider Services

VETERANS BLVD (SH 495) LOCATION MAP

FROM ABRAM RD TO LA HOMA (SH 364) APPROX. 2.3 MILES

CITY OF PALMVIEW
TEXAS

Document Path: G:\GIS \PROJECTS\HIDALGO\VETERANS ROAD (MILE 1) FROM LA HOMA TO ABRAM - BUS 83\VETERANS ROAD LOCATION _MAP.mxd

EXHIBIT "A"

Services to be provided by the County

1. The County will issue work authorization to initiate all required services and designate the authorized representative of the coordination of each work authorization.

2. The County will provide copies of all subdivision plats of record and/or in the subdivision process.

3. The County will provide the Engineer with on-going guidance, timely reviews, and decisions necessary to complete services required by the work authorization in order to permit the Engineer to maintain an agreed upon project schedule.

4. The County will process all acceptable requests for payment in a timely manner.

EXHIBIT "B"
SCOPE OF SERVICES TO BE PROVIDED BY THE ENGINEER

SECTION 1-PROJECT DESCRIPTION

The services designated herein as "Services provided by the ENGINEER" shall include the performance of all engineering services for the following described facility:

COUNTY/CITY:	HIDALGO COUNTY
CONTROL:	0865-01-082
PROJECT/DESCRIPTION:	PROPOSED URBAN ROADWAY
LENGTH:	2.3 MILES
HIGHWAY:	VETERANS BOULEVARD (SH 495)
LIMITS:	FROM ABRAM RD TO LA HOMA RD (SH 364)

PROJECT CLASSIFICATION

(Place an "X" in only one Project Classification)

- ___ Surface Treatment
- ___ Overlay
- ___ Rehabilitation Existing Road (Scarify & Reshape)
- ___ Convert Non-Freeway to Freeway
- ___ Widen Freeway
- _X_ Widen Non-Freeway
- ___ New Location Toll Freeway
- ___ New Location Non-Freeway
- ___ Interchange (New or Reconstruct)
- ___ Bridge Widening or Rehabilitation
- ___ Bridge Replacement
- ___ Upgrade to Standards - Freeway
- ___ Upgrade to Standards - Non-Freeway
- ___ Miscellaneous Studies (Use Function Code 110 for All Tasks)

ENGINEER shall mean L&G Engineering.

SURVEYOR shall mean _____.

STATE shall mean Texas Department of Transportation and/or City of Palmview.

COUNTY shall mean the Hidalgo County.

CITY shall mean the Palmview.

EXHIBIT "B"
SCOPE OF SERVICES TO BE PROVIDED BY THE ENGINEER

SECTION 2 – FEASIBILITY STUDIES
(Function Code 102)

Services Provided By: ENGINEER	CITY/COUNTY	
YES	NO	Preliminary Design Values *The Engineer will work with the Owner to establish basic design concepts, project controls and general scope of Projects.*
YES	NO	Preliminary Route Locations on Uncontrolled Mapping *The Engineer will evaluate various alternatives (route locations, alignment shifts, geometry) for the Project.*
YES	NO	Uncontrolled Mapping (w/Contours & GIS Info) *The Engineer will investigate the existing routes and coordinate with the Owner on establishing the best-fit alignments and mapping proposed geometry for Projects. Preliminary Location Exhibit will be developed.*
YES	NO	Preliminary Traffic Evaluations & Trends *The Engineer will investigate existing traffic models and trends for the proposed Projects and adjacent roadways tying into the proposed Projects.*
YES	NO	Preliminary Hydrologic Map *The Engineer will develop a Hydrologic Map for the Projects. Hydrologic Maps will be based on LIDAR and GIS information.*
YES	NO	Preliminary ROW Requirements *The Engineer will research and identify affected property owners on the Projects utilizing the latest appraisal district file information from Hidalgo County Appraisal District and information from Carson Maps.*
YES	NO	Preliminary Cost Estimates *The Engineer will calculate preliminary construction cost estimates for the location and geometry of the Projects.*
YES	NO	Preliminary Environmental Analysis (for fatal flaws) *The Engineer will perform Preliminary Environmental Constraint Mapping to determine if any fatal flaws exist along the proposed alignment.*
YES	NO	Project Fact Sheet with Est. Local Cost vs. Total Project Cost *The Engineer will produce a Project Fact Sheet providing summaries of all pertinent items in this scope of services (as required) and providing estimated local costs vs. total project costs for the Projects.*
YES	NO	Meetings, Coordination & Support for Project Development *The Engineer shall provide coordination services and shall assist in meetings and workshops with TxDOT, Hidalgo County, Hidalgo County Drainage District No. 1 and Hidalgo County Irrigation Districts, and all other affected parties. The Engineer shall serve as representative for the Owner in coordination items. The Engineer shall coordinate with the Owner's staff on all Project related items.*

EXHIBIT "B"
SCOPE OF SERVICES TO BE PROVIDED BY THE ENGINEER

SECTION 3 - ROUTE AND DESIGN STUDIES
(Function Code 110)

Services Provided By: ENGINEER	CITY/COUNTY		
YES	NO	1.	Route Location Studies
N/A	N/A	2.	Level of Service Analysis
YES	NO	3.	Traffic Evaluations and Projections
YES	NO	4.	Develop Roadway Design Criteria
YES	NO	5.	Preliminary Cost Estimates
YES	NO	6.	Design Schematic (See Section 7, page 7-1 for schematic layout requirements)
YES	NO	7.	Preliminary Right-of-Way Requirements
YES	NO	8.	Design Concept Conference
		9.	Soil Core Hole Drilling
N/A	N/A		a. Pavement (See Section 7, pages 7-2 thru 7-3 for requirements)
N/A	N/A		b. Retaining Walls (See Section 10, page 10-1 for requirements)
N/A	N/A		c. Miscellaneous Structures (See Section 10, page 10-3 for requirements)
N/A	N/A		d. Bridges (See Section 11, page 11-2 thru 11-3 for requirements)

EXHIBIT "B"
SCOPE OF SERVICES TO BE PROVIDED BY THE ENGINEER

SECTION 4 - SOCIAL, ECONOMIC AND ENVIRONMENTAL STUDIES AND PUBLIC INVOLVEMENT
(Function Code 120)

Services Provided By: ENGINEER	CITY/COUNTY	
		1. Environmental Reports All Environmental Reports shall be in accordance with 43 Texas Administrative Code (TAC) 2.40-2.51, Code of Federal Regulations, Title 23, Part 771 and Highway Design Operations and Procedures Manual, Part II-B.
		a. Environmental Assessments
N/A	N/A	(1) An Environmental Assessment shall be prepared, anticipating a Categorical Exclusion.
YES	NO	(2) An Environmental Assessment shall be prepared in accordance with 23 USC 327 and the 2014 TxDOT-FHWA Memorandum of Understanding, anticipating a Finding of No Significant Impact.
N/A	N/A	(3) An Environmental Assessment shall be prepared, anticipating the need for a Draft Environmental Impact Statement.
		b. Environmental Impact Statement
N/A	N/A	(1) A Draft Environmental Impact Statement shall be prepared. After appropriate interagency and public reviews within time limits prescribed by the Code of Federal Regulations, Title 23, Part 771 and 43 Texas Administrative Code 2.40-2.51, a Final Environmental Impact Statement shall be prepared.
N/A	N/A	(2) A Section 4(f) Statement (Department of Transportation Act) shall be provided by the ENGINEER. The format and content of the statement is found in FHWA Technical Advisory T6640.8A.
		2. Public Involvement All public involvement procedures shall be in accordance with 43 Texas Administrative Code (TAC) 2.40-2.51, Code of Federal Regulations Title 23, Part 771 and Highway Design Operations and Procedures Manual, Part II-B.
YES	NO	a. A public involvement meeting(s) and public hearing shall be scheduled, coordinated and conducted.
YES	NO	b. Technical assistance for one public meeting and one public hearing, preparation of, and maintenance of contact lists, minutes of meeting(s), exhibit preparation, and other tasks outlined by the COUNTY, shall be provided.
YES	NO	c. A Notice of Availability (NOA) shall be published by the COUNTY upon approval of the environmental decision.
		3. Technical Reports All technical reports shall be prepared in accordance with TxDOT's environmental rules and guidelines.
YES	NO	a. Air Quality Analysis An air quality analysis shall be prepared in accordance with the STATE'S Air Quality Guidelines. The air quality analysis shall be provided as a Technical Report and a summary of the air quality results included in the administratively complete document for the project.
YES	NO	b. Biological Technical Report A biological form and technical report shall be prepared in accordance with the STATE'S Biological Guidelines. The report will include water resources, and threatened and endangered species.
		c. Cultural Resources Historical and archeological studies shall be completed in accordance with the STATE'S guidelines.

EXHIBIT "B"
SCOPE OF SERVICES TO BE PROVIDED BY THE ENGINEER

Services Provided By: ENGINEER	CITY/COUNTY	
YES	NO	(1) Historic Structure Studies A records search, project coordination request, and reconnaissance survey shall be performed, and documentation prepared regarding identification efforts, National Register eligibility and potential impacts to historic properties in accordance with the state's historic structure requirements.
YES	NO	(2) Archeological Studies File searches, project coordination request, an archeological reconnaissance, and an archeological survey shall be conducted to determine if known archeological sites are present or have been designated State Archeological Landmarks; and to identify the need (if any) to perform additional archeological investigations.
YES	NO	d. Community Impact Analysis A community impact analysis shall be prepared in accordance with the STATE'S Community Impact Guidelines.
YES	NO	e. Hazardous Materials The consultant shall perform an Initial Site Assessment (ISA) for hazardous materials impact in accordance with the American Society for Testing and Materials (ASTM) 1528.93 (Transaction Screen Process) and a Hazardous Materials Technical Report, as needed.
YES	NO	f. Indirect and Cumulative Impacts Analysis An indirect and cumulative impacts analysis shall be prepared in accordance with the STATE's guidelines.
YES	NO	g. Noise Analysis A noise analysis shall be prepared, including predicted noise levels and the consideration and evaluation of noise mitigation, in accordance with the STATE'S Noise Guidelines. The noise analysis shall be provided as a Technical Report and a summary of the noise analysis results shall be included in the administratively complete document.
YES	NO	4. Environmental Scoping The ENGINEER shall initiate the environmental scoping process with TxDOT. An environmental scoping document and risk assessment will be completed in coordination with TxDOT.
YES	NO	5. General Guidelines for Preparation of Environmental Documents

a. All technical reports will be submitted electronically to TxDOT through their FTP site.
b. The draft administratively complete document will be submitted to TxDOT electronically through their FTP site.
c. The administratively complete document will be prepared in accordance with the content and format of FHWA Technical Advisory T6640.8A and the TxDOT Administrative Code 43 TAC §2.44.
d. The administratively complete document will be submitted to TxDOT electronically through their FTP site.
e. Upon completion and approval of the administratively and technically complete document, the Engineer will provide one (1) hard copy to the Client. All copies to TxDOT will be digital.
f. Exhibits in the environmental document shall be color copies and text shall be black and white.

EXHIBIT "B"
SCOPE OF SERVICES TO BE PROVIDED BY THE ENGINEER

SECTION 7 - ROADWAY DESIGN CONTROLS
(Function Code 160)

Services Provided By: ENGINEER	COUNTY	
		1. Geometric Design
YES	N/A	a. Horizontal and Vertical Alignment (Preliminary based on office surveys)
YES	N/A	b. Schematic Layout
		(1) The location of interchanges, main lanes, grade separations, frontage roads and ramps.
		(2) Develop vertical and horizontal alignment of main lanes, ramps and cross roads at proposed interchanges or grade separations. Frontage road alignment data need not be shown on the schematic; however, it should be developed in sufficient detail to determine ROW needs. The degree of horizontal curves and vertical curve data, including "K" values, shall also be shown for ease of checking.
		(3) For freeways, show the location and text of the proposed main lane guide signs. Lane lines and/or arrows indicating the number of lanes shall also be shown.
		(4) A complete explanation of the sequence and methods of stage construction, if proposed, including the initial and ultimate proposed treatment of crossovers and ramps.
		(5) The tentative ROW limits.
		(a) Provide a roadway Design System (RDS) or (GEOPAK) computer tape of the preliminary earthwork to verify ROW requirements.
		(b) Provide a graphics file containing the approved schematic.
		(6) The geometric (pavement cross slopes, lane and shoulder widths, slope rates for fills and cuts) of the typical sections of proposed highway main lanes, ramps, frontage roads, and cross roads.
		(7) The current and projected traffic volumes as provided by the TxDOT (20 year traffic projection, unless otherwise determined by the District Engineer).
		(8) The control of access lines if Interstate or designated under House Bill 179.
		(9) Direction of traffic flow on all roadways.
		(10) Location and width of median openings for highway without access control.
		(11) The geometric of speed change (acceleration, deceleration, climbing) lanes.
YES	N/A	2. General Guidelines for Project Development
		a. Prior to preparing detailed plans for a proposed project, a preliminary schematic layout shall be prepared which indicates the general geometric features and location requirements peculiar to the project. An uncontrolled aerial mosaic will be provided for this use. Four copies of the schematic layout shall be submitted through the district to the Design Division for approval and subsequent coordination with the Federal Highway Administration (FHWA) where applicable. The layout shall be submitted for two-lane arterial highway projects on new locations and for all multi-lane highway projects. **No geometric design is to be performed until the COUNTY has given the engineer written approval of the preliminary schematic layout.**
		b. All geometric design shall be in conformance with the State's Design Division, Operations and Procedures Manual, except where variances are permitted in writing by the STATE.
		c. The schematic layout shall include basic information which is necessary for the proper review and evaluation including the items listed above in the checklist for schematic layout.
		d. Handling of traffic during construction shall be a consideration in the development of preliminary designs.

EXHIBIT "B"
SCOPE OF SERVICES TO BE PROVIDED BY THE ENGINEER

Services Provided By: ENGINEER	COUNTY	
YES	N/A	2. General Guidelines for Project Development *(continued)*
		e. Upon approval of the schematic layout by Design Division (FHWA on Federal-aid projects), it shall be the basis for an exhibit at any required public hearing prior to final development of the project. If there are any changes to the schematic after the Design Division and FHWA approval and before the public hearing, four copies of the revised schematic, as displayed at the hearing, shall be submitted either prior to or accompanying the public hearing data. If there are no changes in the schematic as displayed at the hearing, only photographs of the schematic and other displays shall be submitted with the public hearing data.
		f. For all freeway construction projects, these schematics shall show the location and text of the proposed main lane guide signs. A schematic layout shall be submitted through the district to the Traffic Operations Division, Traffic Safety Section for approval and subsequent coordination with the FHWA. All signing shall be in conformance with the Texas MUTCD.
		g. On complex projects, informal contact through the district with the Design Division and FHWA personnel is encouraged with regard to development of preliminary design prior to official schematic submission.
		h. The engineer shall furnish a project tape that is compatible with the STATE's computer system, a project listing, and a cross section plot showing the original design sections containing the earthwork input and original cross sections for the project. **Accuracy of the earthwork design is of utmost importance since it is the basis for contractor payments and construction staking.**
N/A	N/A	3. Exhibit for Airway/Highway Clearance Permits
		4. Grading Design
NO	N/A	a. Refine the horizontal and vertical alignment of main lanes, frontage roads, ramps, cross roads and direct connectors based upon the approved schematic layout. Determine vertical clearances at grade separations and overpasses, taking into account the appropriate super elevation rate.
NO	N/A	b. Typical Sections
NO	N/A	c. Design Cross Sections
NO	N/A	d. Determine Cut and Fill Quantities
N/A	N/A	e. Slope Stability Analysis
N/A	N/A	f. Embankment Foundation Stability Analysis
N/A	N/A	g. Embankment Settlement Analysis
		5. Pavement Design
NO	N/A	a. Prior to initiating detailed plan preparations for a project, a preliminary investigation shall be made to determine the approximate section and pavement type to be used for the pavement structure. The Flexible Pavement Design Manual for flexible pavement, "Appendix F" of the Design Division, Operations and Procedures Manual, and the current AASHTO Guide for the Design of Pavement Structures, may be used for this purpose.
NO	N/A	b. The typical section shall also reflect proposed geometric including pavement cross slopes, lane and shoulder widths, and slope rates whenever this data have not been previously shown on a schematic submission.
		c. Embankment and Subgrade
		(1) Soil Core Holes (Show cost estimate with Function Code 110)
N/A	N/A	(a) Along center line
N/A	N/A	(b) Along center line of each roadway
		The location and minimum number of soil core holes required for this project are as follows: (To be determined when schematic is being completed)

EXHIBIT "B"
SCOPE OF SERVICES TO BE PROVIDED BY THE ENGINEER

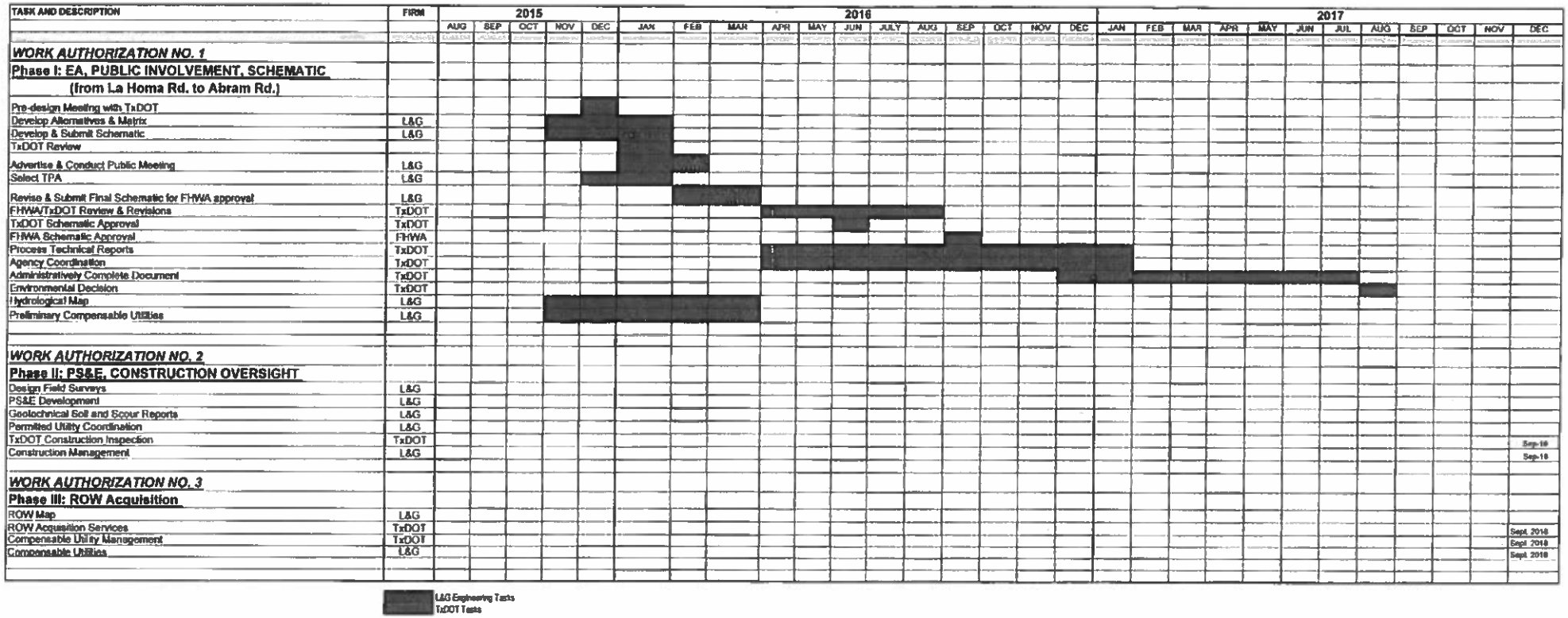
Services Provided By: ENGINEER	COUNTY	
		5. Pavement Design *(continued)*
		c. Embankment and Subgrade *(continued)*
NO	N/A	(2) Identify,interpret and summarize geologic features that affect engineering design (PI, Sulfate content, % of lime)
NO	N/A	d. Traffic Data for Pavement Design by STATE
NO	N/A	e. Basic Design Criteria
NO	N/A	f. Life Cycle Cost Analysis(es)
NO	N/A	g. Cost Data
NO	N/A	h. Pavement Material Properties
NO	N/A	i. Rehabilitation Investigations
NO	N/A	(1) Core Hole Survey (Show cost estimate with Function Code 110)
		(a) Determine type and depth of existing material, pavement, etc. The Engineer will determine whether to salvage ACP and FLEXBASE as well as their properties and provide this information to TxDOT.

EXHIBIT "B"
SCOPE OF SERVICES TO BE PROVIDED BY THE ENGINEER

SECTION 8 - DRAINAGE
(Function Code 161)

Services Provided By: ENGINEER	COUNTY	
		All hydraulic design shall be in accordance with the TxDOT's Hydraulic Manual, except where variances are permitted in writing by the COUNTY.
		1. Hydrologic Studies, Discharges
YES	NO	a. Hydrologic map showing drainage areas, contours and drainage Q's.
NO	N/A	b. Drainage area maps showing existing conditions and proposed improvements.
NO	N/A	c. Hydrologic data/discharge determination
		2. Hydraulic Drainage Study and Documentation
		a. Hydraulic computations
NO	N/A	(1) Storm water detention available within the ROW (linear ft. along side drain ditch).
NO	N/A	(2) Storm water detention required outside the ROW (as per HCDD#1)
NO	N/A	(3) Culverts
NO	N/A	(4) Bridge waterways
NO	N/A	(5) Channels
NO	N/A	(6) Storm sewers/inlets
NO	N/A	(7) Pump stations
NO	N/A	(8) Storm Water Management facilities
NO	N/A	(9) Other
		(a) Irrigation Canals/Siphons
NO	N/A	b. Hydraulic report(s)
NO	N/A	c. Federal Emergency Management Agency (FEMA) floodway requirements
NO	N/A	d. Determine impact of proposed drainage plan on the following receiving stream(s)
		(1) Hidalgo County Drainage District Outfalls
		(2) All Irrigation District Outfalls impacted
		3. Layout, Structural Design and Detailing of Drainage Features
		a. Culverts
NO	N/A	(1) New culverts
NO	N/A	(2) Culvert widening and/or lengthening
NO	N/A	(3) Culvert replacements
		b. Storm sewers
NO	N/A	(1) New storm sewers
NO	N/A	(2) Modify existing storm sewers
NO	N/A	(3) Inlets
NO	N/A	(4) Manholes
NO	N/A	(5) Trunk lines
NO	N/A	c. Pump stations
NO	N/A	d. Subsurface drainage at retaining walls
NO	N/A	e. Outfall channel(s) within the ROW
NO	N/A	f. Outfall channel(s) outside the ROW
NO	N/A	g. Detention Pond(s) within the ROW
NO	N/A	h. Detention Pond(s) outside the ROW
NO	N/A	i. Summary of Quantities
NO	N/A	j. Storm Water Management facilities
NO	N/A	4. Storm Water Pollution Prevention Plan (SW3P)
NO	N/A	5. Scour Evaluation - Waterway Structures only (to be completed by Bridge Engineer under FC 170.

EXHIBIT "C"
WORK SCHEDULE
Veterans Boulevard (SH 495) Project
From La Homa Rd. (SH 364) to Abram Rd. (2.26 Miles)



TASK AND DESCRIPTION	FIRM	2015					2016											2017											
		AUG	SEP	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN	JULY	AUG	SEP	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC
WORK AUTHORIZATION NO. 1																													
Phase I: EA, PUBLIC INVOLVEMENT, SCHEMATIC (from La Homa Rd. to Abram Rd.)																													
Pre-design Meeting with TxDOT																													
Develop Alternatives & Matrix	L&G																												
Develop & Submit Schematic	L&G																												
TxDOT Review																													
Advertise & Conduct Public Meeting	L&G																												
Select TPA	L&G																												
Revise & Submit Final Schematic for FHWA approval	L&G																												
FHWA/TxDOT Review & Revisions	TxDOT																												
TxDOT Schematic Approval	TxDOT																												
FHWA Schematic Approval	FHWA																												
Process Technical Reports	TxDOT																												
Agency Coordination	TxDOT																												
Administratively Complete Document	TxDOT																												
Environmental Decision	TxDOT																												
Hydrological Map	L&G																												
Preliminary Compensable Utilities	L&G																												
WORK AUTHORIZATION NO. 2																													
Phase II: PS&E, CONSTRUCTION OVERSIGHT																													
Design Field Surveys	L&G																												
PS&E Development	L&G																												
Geotechnical Soil and Scour Reports	L&G																												
Permitted Utility Coordination	L&G																												
TxDOT Construction Inspection	TxDOT																												Sep-18
Construction Management	L&G																												Sep-18
WORK AUTHORIZATION NO. 3																													
Phase III: ROW Acquisition																													
ROW Map	L&G																												
ROW Acquisition Services	TxDOT																												Sept. 2018
Compensable Utility Management	TxDOT																												Sept. 2018
Compensable Utilities	L&G																												Sept. 2018

L&G Engineering Tasks
TxDOT Tasks

3:36 PM 10/29/2015

EXHIBIT D-1

Task 1: Project Coordination Request, Archeological Background Study Report, and NEPA Text

A) AmaTerra shall prepare a Non-Archeological Historic Resources Project Coordination Request (December 2013 version) for review and comment by TxDOT-ENV.

B) AmaTerra will review the existing files held by the Texas Archeological Research Laboratory (TARL) and the Texas Historical Commission (THC) to determine if any previously recorded sites or archeological surveys occur within or near the proposed project area. The location of any previously recorded sites and surveys will be plotted onto USGS 7.5-minute topographic maps for use in the compliance coordination process. Archeologists will also consult the USDA NRCS soil survey maps for Hidalgo County, relevant aerial photography, historical maps, land use maps, and the Geologic Atlas of Texas in order to assess the likelihood for unrecorded archeological resources and make recommendations regarding the need for further field surveys. The results of this effort will be integrated into a background study report that conforms to TxDOT's *Review Standards for Archeological Background Studies* for review and comment by TxDOT-ENV.

C) AmaTerra shall provide Client with language for the Cultural Resources section of the draft NEPA document.

Task 2: Historic Resources Research Design, Field Investigation, and Survey Report

A) AmaTerra shall prepare a research design for review and comment by TxDOT-ENV. The research design shall conform to the TxDOT *Research Design Reports Review Standard* (March 2014 version).

B) AmaTerra shall perform a reconnaissance survey conforming to the methodology outlined in Appendix B of the *Draft CRM Guide for Accurately Identifying Non-Archeological Cultural Resources* (Texas Department of Transportation, April 2006). The survey shall document each historic-age resource (defined by TxDOT as a building, structure, object, historic district or non-archeological site at least 45 years old at the time of letting) within the Study Area. The Study Area shall consist of the Area of Potential Effects (APE) plus all parcels that are wholly or partially within the APE.

C) AmaTerra shall provide a report detailing the results and findings of the reconnaissance survey including effects to historic properties and the need, if any, to conduct intensive survey efforts. The report shall have sufficient detail and clarity to provide THC with the basis for making determinations of National Register of Historic Places (NRHP) eligibility or shall have sufficient detail and clarity to make recommendations concerning the scope of the intensive survey. The report shall conform to the TxDOT *Reconnaissance Survey Reports Review Standard* (March 2014 version).

Task 3: Archeological Field Survey and Survey Report

Should an archeological survey be warranted, AmaTerra will develop an application for a Texas Antiquities Permit and submit it to TxDOT-ENV for review and processing. Upon issuance of the permit, AmaTerra will conduct a field survey. AmaTerra will deploy a team of archeologists to conduct a pedestrian survey including shovel testing along the entire length of the proposed APE. AmaTerra will follow the THC requirement of 16 shovel tests per mile per transect; up to 37 shovel tests would be excavated over the approximately 2.3 miles of the APE wherever potential for archeological materials is present. All excavated soil will be screened through ¼ inch mesh and all artifacts will be analyzed in the field and reburied; no artifacts will be collected. Sites (if any are discovered) will be delineated by digging additional manual shovel tests and their locations will be documented by sub-meter GPS. Sites will be recorded on State of Texas archeological data sheets, photographed and sketch mapped. Backhoe trenching is not anticipated as part of this scope of work.

AmaTerra will prepare a professional report documenting the results of the fieldwork. The report will fully document all methods and results of the survey and will offer clear assessments of NRHP/SAL eligibility for all sites. The report will present explicit management recommendations for each site. The draft report will be presented in electronic format to L&G for review and comment and upon approval will be submitted in hard copy for submission to TxDOT. Upon receipt of review comments, AmaTerra will prepare the final report and distribute these in compliance with the terms of the permit.

SCHEDULE

To be determined in consultation with Client.

ASSUMPTIONS AND CONDITIONS

1. Client will provide one individual to assist AmaTerra with the historic resources field survey.
1. If archeological survey is required following background study, AmaTerra assumes one field mobilization to conduct the work. Repeated field visits necessitated by partial right of entry may be considered supplemental to the currently proposed scope.
2. Backhoe trenching will not be included in the archeological field survey.
3. If TxDOT does not require cultural resources work beyond Task 1, AmaTerra shall only invoice Client for the work listed in the Schedule of Values shown below.

COMPENSATION

Client will compensate AmaTerra on a firm fixed price (lump sum) basis in accordance with the Schedule of Values shown below.

Schedule of Values	
Veterans Boulevard: Abram Road to SH 364 (La Homa Road)	
TASK	
1: Historical and Archeological Project Coordination Request/Draft NEPA Text	$ 3,861.40
2: Historic Resources Research Design, Reconnaissance Survey and Report	$ 12,472.50
3: Archeological Survey and Report	$ 12,009.30
TOTAL	$ 28,343.20

AI-52384 **Precinct #4** **19. A.**

CC - REGULAR

Meeting Date: 12/01/2015

Submitted For: Joseph Palacios, COMM. PCT. #4

Submitted By: Veronica Lopez, COMM. PCT. #4

Department: COMM. PCT. #4

Information

CAPTION

Pct# 4 - Emergency SRV Linn SM (1100):
Approval of interfund transfer from Pct. 4 Rd. Maint (1200) to Emergency SRV Linn (1100) in the amount of $17,084.58.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2015 **ACCT. #:** 5-1200-431-00-124-007-0-721

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

BUDGETARY IMPACT:

Per Pct.: Funding will be available after 7 POs are liquidated. They are at Auditor's Office pending liq.

Attachments

revised

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	11/24/2015 04:04 PM
Manuel Chapa	Manuel Chapa	11/25/2015 02:32 PM
Purchasing Department	Monica Badillo	11/25/2015 03:08 PM
Form Started By: Veronica Lopez		Started On: 11/23/2015 02:04 PM
Final Approval Date: 11/25/2015		

DATE: November 25, 2015

DEPARTMENT HEAD: Sergio Cruz

DEPARTMENT NAME: Department of Budget & Management
for - PCT#4 Emergency SRV Linn

2015
Transfer

AI# 52384

ACCOUNT NUMBER: **5-1X00-4XX-X0-124-XXX-0-XXX**

CONTACT PERSON: Manuel Chapa **PHONE:** 292-7025 ext. 5412

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		
5-1200-431-00-124-007-0- 721	**Pct. 4 Rd. Maint- Roads**	**(17,084.58)**
5-1200-391-01-000-100-0- 000	**Transfers In**	**(17,084.58)**
TO		
5-1100-491-01-000-200-0- 891	**Transfers Out**	**(17,084.58)**
5-1100-419-40-124-136-0- 740	**Pct. 4 Emergency SRV Linn- SM- Improvement**	**16,571.58**
5-1100-419-40-124-136-0- 430	**Pct. 4 Emergency SRV Linn- SM- Repair & Maint SRV**	**513.00**
	TOTAL BUDGET INCREASE (DECREASE)	

REASON:

Transfer needed for Emergency SRV landscaping and irrigation.

DEPARTMENT HEAD SIGNATURE

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

AI-52445 **Budget and Management** **20. A.**

CC - REGULAR

Meeting Date: 12/01/2015

Submitted By: Monica Badillo,
EXECUTIVE OFFICE

Department: EXECUTIVE OFFICE

Information

CAPTION

Discussion, consideration and approval of TCDRS plan provisions for Plan Year 2016.

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Monica Badillo	11/25/2015 03:08 PM
Form Started By: Monica Badillo		Started On: 11/25/2015 02:55 PM
Final Approval Date: 11/25/2015		

AI-52444 **Budget and Management** **20. B.**

CC - REGULAR

Meeting Date: 12/01/2015

Submitted For: Rey Salazar, BUDGET & MANAGEMENT

Submitted By: Merlen P. Munoz, BUDGET & MANAGEMENT

Department: BUDGET & MANAGEMENT

Information

CAPTION

1. Discussion, consideration, and authorization to apply for the FY2016-2017 Regional Solid Waste Grant.
2. Approval of a Resolution in support of the Regional Solid Waste Grant.

BACKGROUND

Fiscal Impact

FISCAL YEAR: **ACCT. #:**

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

BUDGETARY IMPACT:

Authorization to apply...

Attachments

Resolution
forms
legal

Form Review

Inbox	Reviewed By	Date
Merlen P. Munoz (Originator)	Merlen P. Munoz	11/25/2015 01:55 PM
Budget & Management	Veronica Ortiz	11/25/2015 02:16 PM
Manuel Chapa	Manuel Chapa	11/25/2015 02:27 PM
Purchasing Department	Monica Badillo	11/25/2015 03:08 PM
Form Started By: Merlen P. Munoz		Started On: 11/25/2015 01:49 PM
Final Approval Date: 11/25/2015		

RESOLUTION

RESOLUTION OF HIDALGO COUNTY AUTHORIZING THE FILING OF A GRANT APPLICATION WITH THE LOWER RIO GRANDE VALLEY DEVELOPMENT COUNCIL FOR A REGIONAL SOLID WASTE GRANTS PROGRAM GRANT; AUTHORIZING SERGIO CRUZ, BUDGET OFFICER TO ACT ON BEHALF OF HIDALGO COUNTY IN ALL MATTERS RELATED TO THE APPLICATION; AND PLEDGING THAT IF A GRANT IS RECEIVED HIDALGO COUNTY WILL COMPLY WITH THE GRANT REQUIREMENTS OF THE LOWER RIO GRANDE VALLEY DEVELOPMENT COUNCIL, THE TEXAS COMMISSION ON ENVIRONMENTAL QUALITY AND THE STATE OF TEXAS.

WHEREAS, the Lower Rio Grande Valley Development Council is directed by the Texas Commission on Environmental Quality to administer solid waste grant funds for implementation the COG's adopted regional solid waste management plan; and

WHEREAS, Hidalgo County in the State of Texas is qualified to apply for grant funds under the Request for Applications.

NOW, THEREFORE, BE IT RESOLVED BY Hidalgo County IN Edinburg, TEXAS;

1. That Sergio Cruz, Budget Officer is authorized to request grant funding under the Lower Rio Grande Valley Development Council Request for Applications of the Regional Solid Waste Grants Program and act on behalf of Hidalgo County in all matters related to the grant application and any subsequent grant contract and grant project that may result.

2. That if the project is funded, Hidalgo County will comply with the grant requirements of the Lower Rio Grande Development Council, Texas Commission on Environmental Quality and the State of Texas.

3. The grant funds and any grant-funded equipment or facilities will be used only for the purposes for which they are intended under the grant.

4. That activities will comply with and support the adopted regional and local solid waste management plans adopted for the geographical area in which the activities are performed.

PASSED AND APPROVED by Hidalgo County Commissioner's Court in Edinburg, Texas, on this the 1st day of December, 2015.

	Notary:
(Signature of Authorized Official)	(Signature)
(Typed or Printed Name)	(Type or Printed Name)
(Title)	(Commission Expires)

The Lower Rio Grande Valley Development Council
In Cooperation with the Texas Commission on Environmental Quality
SOLID WASTE GRANT APPLICATION FORM
Check one: ☐ ***FY 16*** ☐ ***FY 17***
Please type or legibly print the application. Typing is preferred. Use no smaller than a 10-point font.

Applicant Information	
Applicant/Receiving Party:	Department/Division:
Primary Project Contact - Authorized Representative:	Project Contact Title:
Street Address (No PO Boxes)	Primary Project Contact's Direct Telephone/Fax: /
City State Zip Code	Email Address
Primary Financial Contact - Authorized Representative:	Financial Contact Title:
Street Address (No PO Boxes)	Primary Financial Contact's Direct Telephone/Fax: /
City State Zip Code	Email Address

Other Participating Entities - Regional Projects - New Projects

New Projects - All new projects never been funded automatically receive 10 points.

☐ Yes (up to 10 points in scoring) ☐ No (0 points)

Grant/Project Information (Pick ONE Category Only)

_____ Source Reduction and Recycling _____ Education and Training	_____ Other
Proposed Funding: (Stay within funding caps) Grant Request: $ Applicant's Match: $ Total Project Amount: $0	**Estimated Project Timeframe:** (How many months will it take to complete project?)

BRIEF Project Description: *(Describe your project in 10 words or less.)*

Please review the Certifications and Assurances and sign the application on the top of page 2.

Signature	
By the following signature, the Applicant certifies that it has reviewed the certifications, assurances and deliverables included in this application, that all certifications are true and correct, that assurances have been reviewed and understood, and that all required deliverables are included with this application submittal. (***T he person signing application must be designated in the Resolution.)***	
Typed/Printed Name:	Title:
Signature:	Date Signed:

Certifications:

In order to receive grant funds under this program, the proposed project must conform to the provisions set forth in the Request for Applications (RFA). The following certifications are intended to help LRGVDC ensure that these provisions are met. By signing this Application, the person acting on behalf of the Applicant makes the certifications listed below.

1. **Authority to Sign Application**

   The person signing this Application hereby certifies that he/she has authority from the Applicant to sign the Application and that such authority will bind the Applicant in subsequent agreements.

2. **Application Contains No False Statements**

   Applicant certifies that this Application has no false statements and that the Applicant understands that signing this Application with a false statement is a material breach of contract and shall void the submitted Application and any resulting contracts. The Applicant understands that LRGVDC will not accept any amendment, revision, addition or alteration to this Application after the final date and time for submission.

3. **Governmental Status**

   Applicant certifies that it is located in the State of Texas and fits within one of the governmental classifications listed below, as determined under state law:

   a. City
   b. County
   c. Public school district (not including Universities or post secondary educational institutions)
   d. Other general and special law district with the authority and responsibility for water quality protection or municipal solid waste management, including river authority
   e. Council of Government

4. **Conformance to Standards**

   The Applicant certifies to the best of their knowledge and ability that the proposed project, including all activities in the application, conforms to the eligible category standards and allowable expense and funding standards as set forth in the Request for Applications.

5. **Solid Waste Fee Payments**

   Applicant certifies that it is not delinquent in payment of solid waste disposal fees owed by the State of Texas.

6. **Consideration of Private Industry**

   The following certification only applies if the project is under one of the following grant categories:

   a. Source Reduction and Recycling
   b. Citizens' Collection Stations and "Small" Registered Transfer Stations
   c. A demonstration project under the Educational and Training Projects category

   Applicant certifies that it has notified private service providers in accordance with the requirements set forth in the Request for Applications and the instructions provided with this application form. Applicant further certifies to the best of their knowledge and ability that the proposed project will promote cooperation between public and private entities, is not otherwise readily available, and will not create a competitive advantage over a private industry that provides recycling or solid waste services.

7. **Consistency with Regional Solid Waste Management Plan Amendment**

   Applicant certifies to the best of their knowledge and ability that the proposed project is consistent with applicable goals, objectives, and recommendations LRGVDC's adopted regional solid waste management plan amendment.

8. Technical Feasibility

Applicant certifies that it has carefully reviewed its Application and that to the best of their knowledge and ability all activities are technically feasible and can be satisfactorily completed within the grant period as set forth in the Request for Applications.

9. Costs Reasonable and Necessary

Applicant certifies to the best of their knowledge and ability that the proposed project activities in the Application and the expenses outlines in the Budget are reasonable and necessary to accomplish the project objectives, and that the proposed expenses are consistent with the costs of comparable goods and services.

10. Certification by Law Enforcement Programs

If the Applicant is a law enforcement entity regulated by Chapter 415 of the Government Code, the Applicant certifies that it is in compliance with all rules developed by the Texas Commission on Law Enforcement Officer Standards and Education (TCLEOSE) pursuant to Chapter 415, Government Code; or that it is in the process of achieving compliance with such rules. If compliance is pending, a certification from TCLEOSE must be attached to indicate that the Applicant is in the process of achieving compliance with the rules.

Assurances

If the application is approved for funding, the grant funds will be awarded through a contract between the Applicant and LRGVDC. The grant contract will contain a number of standards, requirements, and processes that must be complied with as a condition of receiving the grant funds. In order to ensure an understanding by the Applicant of some of the main conditions that will be included in the contract, the Applicant is asked to review the following assurances. By signing this Application, the person acting on behalf of the Applicant indicates their understanding of these conditions and provides assurances that these and other conditions set forth in the grant contract will be adhered to if funding is awarded.

1. Compliance with Standards Pertaining to Real Property and Equipment

Applicant provides assurances that, if funded, the Applicant will comply with the contract provisions pertaining to title to and management of real property and equipment. The contract will contain obligations and conditions regarding the use of equipment and/or facilities (the "property") acquired under the agreement. Included in the provisions are obligations to provide adequate maintenance and conduct physical property inventories; restrictions and conditions on the use, replacement, sale, or transfer of the property; and obligations to continue to adhere to the provisions that grant funds not be used to create a competitive advantage over private industry, in the use or transfer of the property.

2. Participation in LRGVDC/TCEQ Surveys and Reporting

Applicant provides assurances that, if funded, the Applicant will respond to surveys and/or other requests from LRGVDC or the TCEQ for information on municipal solid waste management activities.

3. Compliance with Progress and Results Reporting Requirements

Applicant provides assurances that, if funded, the Applicant will comply with requirements for: reporting on the progress of the project tasks and deliverables; documenting the results of the project and providing those results to LRGVDC on a schedule established by LRGVDC, and additionally, to continue to document the results of the project activities for the life of the project; and to provide LRGVDC with a follow-up results report approximately one to two years after the end of the grant term.

4. Financial Management

Applicant provides assurances that, if funded, the Applicant will comply with contract provisions and requirements necessary to ensure that expenses are reasonable and necessary, and to adhere to financial administration and reimbursement procedures and provide financial reports on a schedule established by LRGVDC.

5. Compliance with Americans with Disabilities Act

Applicant provides assurances that, if funded, the Applicant will comply with all the applicable requirements of the Americans with Disabilities Act of 1990, 42 U.S.C. §§ 12101-12213 (Pamph.1995).

6. Compliance with the Single Audit Act

Applicant provides assurances that, if funded, the Applicant will comply with the Single Audit Act as defined by the Uniform Grant Management Standards (UGMS), January 1998.

7. Compliance with Program and Fiscal Monitoring

Applicant provides assurances that, if funded, the Applicant will comply with program and fiscal monitoring provisions of the contract, including: providing additional reports or information as may be requested to adequately track the progress of the project; and allowing site visits to evaluate the progress of the project and to view any grant-funded equipment or facility.

Grant Budget Summary

Click Here to Go To Grant Budget Summary Instructions

Budget Categories	Funding Request
1. Personnel (Salary)	0.00
2. Fringe Benefits	0.00
3. Travel	0.00
4. Supplies (unit cost of less than $1,000)	0.00
5. Equipment (unit cost of $5,000 or more)	0.00
6. Construction	0.00
7. Contractual (other than for Construction)	0.00
8. Other	0.00
9. Indirect charges	0.00
TOTAL	**0.00**

10. Fringe Benefit Rate:	
11. Indirect Cost Rate:	

1. Personnel (Salary)

Position	Function	Status FT/PT, perm/temp	Monthly Salary	Time (%FTE)	Salary Request
					0.00
					0.00
					0.00
					0.00
					0.00

Narrative: *(In any category where funding is requested, the Narrative must be completed.)*

3. Travel

Position	Destination	Purpose	Travel Request

Narrative: *(In any category where funding is requested, the Narrative must be completed.)*

4. Supplies (Unit cost of less than $1,000)

Description	Purpose	Supply Request

Narrative: *(In any category where funding is requested, the Narrative must be completed.)*

5. Equipment (Unit price of $5,000 or more)		
Description	**Purpose**	**Equipment**

Narrative: *(In any category where funding is requested, the Narrative must be completed.)*

6. Construction			
Description	**Purpose**	**Sub-Contracted (Y/N)**	**Construction**

Narrative: *(In any category where funding is requested, the Narrative must be completed.)*

7. Contractual		
Contractor	**Purpose**	**Contractual**

Narrative: *(In any category where funding is requested, the Narrative must be completed.)*

8. Other			
Type Other	**Description**	**Purpose**	**Other Request**
Postage/Delivery			
Telephone/Fax			
Utilities			
Printing/Reproduction			
Advertising/Public Notices			
Signage			
Training/Registration Fees			
Dues/Membership Fees			
Record Storage			
Office Space			
Basic Office Furnishings			
Equipment Rentals			
Books/Subscriptions			
Repair/Maintenance			
Legal Services			
Temporary Services			

Narrative: *(In any category where funding is requested, the Narrative must be completed.)*

Type Other (Cont.)	Description	Purpose	Unit Cost	No. of Units	Other Request
Recycling Bins					0.00
Recycling Bins					0.00
Personal Protective Equip.					0.00
Personal Protective Equip.					0.00
Personal Protective Equip.					0.00
Computer Hardware					0.00
Computer Software					0.00
Audio/Visual Equipment					0.00
Audio/Visual Equipment					0.00
Audio/Visual Equipment					0.00
Promotional Item					0.00
Promotional Item					0.00
Promotional Item					0.00
Other Equip. (<$5,000)					0.00
Other Equip. (<$5,000)					0.00
Other Equip. (<$5,000)					0.00
Additional Other					0.00
Additional Other					0.00
Additional Other					0.00

Narrative: *(In any category where funding is requested, the Narrative must be completed.)*

Project Merits and Need *(Up to 45 Points): PLEASE LIMIT YOUR PROJECT NARRATIVE TO 1 PAGE.* Page limitation does not apply to attachments.

Project Title:

Program Objective and Summary (use all four boxes if necessary): Give a Summary of the project. List specific objectives. Provide a scope of work with schedule of deliverables for the proposed project or program. As concisely as possible, provide tasks, describe the major steps, identify responsible entities and establish a specific time frame. Suggested format for scope of work:

Task 1:
a. Activity:
Schedule of activity:

Task 2:
b. Activity:
Schedule of activity:

Task 3:
c. Activity:
Schedule of activity:

Project Service Area: *(Indicate the area/geography (city, county, or other jurisdictions) covered by the project. If project will only affect a portion of your area, please indicate which portion will be affected. Please attach map if applicable.)*

Public Information: *(How will your project be publicized? How will the public be involved in your project?)*

Project Status/Feasibility: *(Include progress or agreements made regarding this project so far, as well as staff qualifications. Indicate whether this is a startup or existing project. Briefly describe how project effectiveness will be measured.)*

Local Match and Commitment *(Up to 30 Points): PLEASE LIMIT YOUR LOCAL RESOURCES NARRATIVE TO 1 PAGE.* Page limitation does not apply to attachments.

Intention to Sustain the Project (use all four boxes as necessary): *(Describe how applicant intends to sustain the project or program after grant funding is exhausted.)*

Matching Funds or In-Kind Services (use all four boxes as necessary): *(Explain in detail the application to this project of any matching funds or in-kind services to be provided by the applicant, as directly related to the proposed project. This description correlates to the amount entered on page one of this application. Matching funds or in-kind services are not included in the Grant Budget Summary or Grant Request.)*

Supporting Documentation: *(Please list. Place copies of letters, resolutions, etc. in Attachments. Attachments do not count toward page limitations.)* ***Failing to attach supporting documentation listed will make your application incomplete.***

Regional Collaboration *(Up to 15 Points): PLEASE LIMIT YOUR PROJECT COST EVALUATION TO 1 PAGE.* Some of the requested information may not be applicable to all proposed projects, contact LRGVDC staff for clarification if necessary. A Regional project is any project that is regional in nature and must be specific as to who they will be collaborating with and submit commitment letters or resolutions to support the project. The more entities involved in the project more points will be received.

Describe in detail all collaborating efforts and submit back your documentation.

Poor Performance Deduction *(Subtract 10 points): PLEASE LIMIT TO 1 PAGE. LRGVDC reports will also be used.*

Evaluation of Consistency with Regional Solid Waste Management Plan Amendment: *TH IS SECTION MUST BE COMPLETE IN ORDER TO BE CONSIDERED FOR GRANT FUNDING.*

Is proposed project consistent with LRGVDC's regional plan amendment? *(Briefly describe how the proposed project will support the regional plan amendment, indicating which goal is supported.)*

Private Industry Notification: List of Other Entities Which Provide a Similar or Related Service
FOR PROJECT TYPES LISTED

THIS SECTION MUST BE COMPLETE IN ORDER TO BE CONSIDERED FOR FUNDING

This section is applicable only to the following grant categories:

a. Source Reduction and Recycling
b. Citizens' Collection Stations and "Small" Registered Transfer Stations
c. A demonstration project under the Education and Training project category

According to state law, a project or service funded under this program must promote cooperation between public and private entities (by definition includes non-profit organizations), and may not be otherwise readily available or create a competitive advantage over a private industry (by definition includes non-profit organizations) that provides recycling or solid waste services. *If the proposed project provides a service* , in the space below, list all entities, private and public, in the affected geographic area known to provide a similar or related service. Please attach additional pages if needed.

Private Service Providers Contacted	Telephone	Date Notified	Summary

Have you contacted your County and Neighboring Jurisdictions to see if they provide a similar service?

County/Neighboring Jurisdiction	Contact Name	Date of Contact	Summary

List similar programs that you have visited and/or researched.

County/Neighboring Jurisdiction	Contact Name	Date of Contact	Summary

Zimbra **merlen.munoz@co.hidalgo.tx.us**

Fwd: Application/Resolution

From : Rey Salazar <rey.salazar@co.hidalgo.tx.us> Mon, Nov 30, 2015 04:41 PM
Subject : Fwd: Application/Resolution
To : Merlen Muñoz <merlen.munoz@co.hidalgo.tx.us>

FYI....

Rey Salazar
Director, Strategic Planning Division
Department of Budget and Management
2818 S. Business Hwy. 281
Edinburg, Tx. 78541
(956) 292-7025 Phone
(956) 292-7035 Fax

From: "Josephine Ramirez" <josephine.ramirez@da.co.hidalgo.tx.us>
To: "Rey Salazar" <rey.salazar@co.hidalgo.tx.us>
Cc: "Erin D. Thorn" <erin.thorn@da.co.hidalgo.tx.us>, "Sergio Cruz" <sergio.cruz@co.hidalgo.tx.us>
Sent: Monday, November 30, 2015 4:06:47 PM
Subject: RE: Application/Resolution

Rey,

I have reviewed the proposed resolution in support of the grant application (Regional Solid Waste Grant) and approve as to form.

Thank you,

Josephine Ramirez Solis
Assistant Criminal District Attorney
Chief - Civil Division
Office of Criminal District Attorney
Hidalgo County, Texas
100 N Closner Rm 303
Edinburg, TX 78539
(956) 292-7609 ext. 8186
(956) 318-2079 FAX
josephine.ramirez@da.co.hidalgo.tx.us

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

From: Rey Salazar [mailto:rey.salazar@co.hidalgo.tx.us]
Sent: Monday, November 30, 2015 3:44 PM
To: Josephine Ramirez
Cc: Erin D. Thorn; Sergio Cruz
Subject: Fwd: Application/Resolution

Hello Josie,

I was checking up on a legal review I had requested from Victor and was just informed that he is out of the office. As you time permits, can you please review the application and resolution attached. The item is for tomorrows agenda. We are applying for a solid waste grant from the Lower Rio Grande Valley Development Council (LRGVDC). Its a grant that the county has applied for in the past. The last time we did was in 2010 thru Agenda Item #21105.

I know that Mr. Eufracio's office will ask is legal has reviewed. Please let me know if you have any questions. Thanks.

Rey Salazar
Director, Strategic Planning Division
Department of Budget and Management
2818 S. Business Hwy. 281
Edinburg, Tx. 78541
(956) 292-7025 Phone
(956) 292-7035 Fax

From: "Rey Salazar" <rey.salazar@co.hidalgo.tx.us>
To: "victor garza" <victor.garza@da.co.hidalgo.tx.us>
Cc: "Erin D. Thorn" <erin.thorn@da.co.hidalgo.tx.us>
Sent: Monday, November 30, 2015 3:32:20 PM
Subject: Fwd: Application/Resolution

Hello Victor,

I'm following up on the request for your review below. I know you and Ms Erin are very

busy. Let me know if you have any questions.

Thanks,

Rey Salazar
Director, Strategic Planning Division
Department of Budget and Management
2818 S. Business Hwy. 281
Edinburg, Tx. 78541
(956) 292-7025 Phone
(956) 292-7035 Fax

From: "Rey Salazar" <rey.salazar@co.hidalgo.tx.us>
To: "victor garza" <victor.garza@da.co.hidalgo.tx.us>
Cc: "Erin D. Thorn" <erin.thorn@da.co.hidalgo.tx.us>, "Sandra Jara" <sandra.jara@co.hidalgo.tx.us>
Sent: Wednesday, November 25, 2015 2:33:14 PM
Subject: Fwd: Application/Resolution

Victor,

Attached please find a grant application I will be submitting to the development council. I'm hoping we can be awarded funding to help us conduct an Illegal Dumping Campaign and the purchase of Surveillance Cameras. We have placed the agenda for commissioner court for approval on December 1st, 2015.

At this time, I am respectfully requesting your legal approval of the application and resolution. Please contact me if you have any questions.

Thank you.

Rey Salazar
Director, Strategic Planning Division
Department of Budget and Management
2818 S. Business Hwy. 281
Edinburg, Tx. 78541
(956) 292-7025 Phone
(956) 292-7035 Fax

From: "Sandra Jara" <sandra.jara@co.hidalgo.tx.us>
To: "Rey Salazar" <rey.salazar@co.hidalgo.tx.us>
Sent: Wednesday, November 25, 2015 2:26:57 PM
Subject: Application/Resolution

Attached is the PDF version of the resolution and the blank application.

Thanks!

Sandra M. Jara
Planning Analyst I
Department of Budget and Management
2818 S. Business Hwy. 281
Edinburg, Tx. 78541
sandra.jara@co.hidalgo.tx.us
956-292-7025 ext. 5408

AI-52433 **Budget and Management** **20. C. 1.**

CC - REGULAR

Meeting Date: 12/01/2015

Submitted For: Sergio Cruz, BUDGET & MANAGEMENT

Submitted By: Merlen P. Munoz, BUDGET & MANAGEMENT

Department: BUDGET & MANAGEMENT

Information

CAPTION

Various TXDOT Pct. 4 Projects (1315):
Approval of 2015 interfund transfer from CO2015A-Pct 4 (1347) to TxDOT-Pct 4 (1315) in the amount of $1,202,000.00 to fund expenditures related to 10th Street(SH107-FM1925) and Ware Road(M3N-M5N) Projects.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2015 **ACCT. #:** 5-13XX-XXX-XX-XXX-0-XXX

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

BUDGETARY IMPACT:

Funds available as of 11/25/15; transfer is to fund AI-52355.

Attachments

INTERFUND

Form Review

Inbox	Reviewed By	Date
Merlen P. Munoz (Originator)	Merlen P. Munoz	11/25/2015 09:53 AM
Budget & Management	Veronica Ortiz	11/25/2015 10:46 AM
Manuel Chapa	Manuel Chapa	11/25/2015 02:30 PM
Purchasing Department	Monica Badillo	11/25/2015 03:08 PM
Form Started By: Merlen P. Munoz		Started On: 11/25/2015 09:23 AM
Final Approval Date: 11/25/2015		

DATE: November 25, 2015

DEPARTMENT HEAD: Sergio Cruz, Budget Officer

DEPARTMENT NAME: Department of Budget & Management for Various Pct 4 TxDOT Projects

2015
Interfund Transfer
AI-52433

ACCOUNT NUMBER: **5-13XX-XXX-XX-XXX-0-XXX**

CONTACT PERSON: Merlen Munoz **PHONE:** (956) 292-7025 ext. 5403

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:				
5-1347-431-00-124-135-0-	721	CO2015A-PCT 4 WARE RD(M3N-M5	ROADS	(1,067,000.00)
5-1347-431-00-124-030-0-	721	CO2015A-PCT 4 10TH ST(SH107-FM	ROADS	(135,000.00)
5-1347-491-01-000-315-0-	**891**	**TRANSFER OUT-**	**TXDOT**	**1,202,000.00**
TO:				
5-1315-391-01-000-347-0-	**000**	**TRANSFER IN-**	**CERT OF OBLIG, 2015A**	**1,202,000.00**
5-1315-431-00-124-135-0-	710	TXDOT-PCT 4 WARE RD(M3N-M5	LAND	1,067,000.00
5-1315-431-00-124-030-0-	710	TXDOT-PCT 4 10TH ST(SH107-FM1	LAND	135,000.00
			TOTAL BUDGET INCREASE (DECREASE)	**1,202,000.00**

REASON: To fund AI-52355 for multiple TXDOT projects.

DEPARTMENT HEAD SIGNATURE

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

AI-52338 **Budget and Management** **20. C. 2.**

CC - REGULAR

Meeting Date: 12/01/2015

Submitted For: Damaris San Miguel, BUDGET & MANAGEMENT

Submitted By: Ivan Cantu, BUDGET & MANAGEMENT

Department: BUDGET & MANAGEMENT

Information

CAPTION

Juvenile Boot Camp (1295):
Approval of interfund transfer from Co. Wide Adm.-Contingency (fund 1100) to Juvenile Boot Camp Transfers In (fund 1295) in the amount of $330,000.00.

BACKGROUND

Fiscal Impact

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

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

BUDGETARY IMPACT:

As requested by the Auditor's Office, interfund transfer is needed to fund deficit unassigned fund balance. Actual revenues collected for fund 1295 are less than projected resulting in a deficit unassigned fund balance.

Attachments

Juvenile Boot Camp interfund transfer

Form Review

Inbox	Reviewed By	Date
Ivan Cantu (Originator)	Ivan Cantu	11/19/2015 03:54 PM
Budget & Management	Veronica Ortiz	11/20/2015 09:16 AM
Manuel Chapa	Manuel Chapa	11/20/2015 11:31 AM
Purchasing Department	Monica Badillo	11/25/2015 03:08 PM
Form Started By: Ivan Cantu		Started On: 11/19/2015 02:28 PM
Final Approval Date: 11/25/2015		

DATE: December 1, 2015

DEPARTMENT HEAD: Sergio Cruz, Budget Officer

DEPARTMENT NAME: Department of Budget & Management for Juvenile Boot Camp

2015
Interfund Transfer

ACCOUNT NUMBER: **5-1XXX-XXX-0X-XXX-XXX-X-XXX**

CONTACT PERSON: Ivan Cantu, Budget Analyst III **PHONE:** ext. 5425

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**	**(330,000.00)**
5-1100-491-01-000-295-0- 891	**TRANSFERS OUT-**	**JUV. BOOT CAMP**	**330,000.00**
TO:			
5-1295-391-01-000-100-0- 000	**TRANSFERS IN-**	**GENERAL FUND**	**330,000.00**
		TOTAL BUDGET INCREASE (DECREASE)	**330,000.00**

REASON: To fund the deficit unassigned fund balance for Juvenile Boot Camp, as requested by the Auditor's Office. Currently revenues collected are less than projected, resulting in a deficit unassigned f/b for fund 1295; therefore, increase in the Transfers In from General Fund for the Juvenile Boot Camp fund is necessary.

DEPARTMENT HEAD SIGNATURE

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

AI-52409 **Purchasing Department** **21. A. 1.**

CC - REGULAR

Meeting Date: 12/01/2015

Submitted By: Nielda Cavazos, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

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

B. Presentation of scoring grid (for the purpose of ranking by CC) of the firms graded and evaluated through the County's approved "pool" of professional services for Pct No.1 Mile 4 W (10N-12N) Mile 12N (FM 1015-2W).

	Sames, Inc	Javier Hinojosa Engineering	Rio Delta Engineering
Score	98	93	88
Ranking			

C. Authority for the Purchasing Department to negotiate a professional contract with the No. 1 ranked firm _____for professional architect services for Pct No. 1 Mile 4 W (10N-12N) Mile 12N (FM 1015-2W).

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2015 **ACCT. #:** 5-1347-431-00-121-XXX-0-721

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

BUDGETARY IMPACT:

Pending to create new program #'s under fund 1347. Request has been made via email to the Auditor's office.

Attachments

Grid

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Nielda Cavazos	11/24/2015 10:28 AM
Budget & Management	Veronica Ortiz	11/24/2015 10:33 AM

Ivan Cantu	Ivan Cantu	11/25/2015 02:35 PM
Auditor's Office	Monica Badillo	11/25/2015 03:08 PM
Form Started By: Nielda Cavazos		Started On: 11/24/2015 10:12 AM
Final Approval Date: 11/25/2015		

HIDALGO COUNTY PRECINCT NO 1
FOR
Professional Engineering Services

Mile 4W (10N-12N) and Mile 12N
(FM1015-2W) road project

Scoring & Evaluation GRID

Engineering Services

Evaluator	SAMES, INC	Javier Hinojosa Engineering	Rio Delta Engineering
Score	98	93	88
RANKING			

*Scoring & Evaluation was completed by Pct No 1 *

AI-52441 **Purchasing Department** **21. B. 1.**

CC - REGULAR

Meeting Date: 12/01/2015

Submitted For: Eddie Cantu, COMM. PCT. #2 **Submitted By:** Erika Zamora, COMM. PCT. #2

Department: COMM. PCT. #2

Information

CAPTION

Approval to terminate the following contracts with R. Gutierrez Engineering Corporation:

Contract No.	Approval Date:
C-05-229-06-21	June 21, 2005
C-07-358-09-04	September 4, 2007
C-12-314-01-29	January 29, 2012
C-03-167-06-03	June 3, 2003
C-14-085-04-08	April 8, 2014

BACKGROUND

Fiscal Impact

FISCAL YEAR: **ACCT. #:**

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

BUDGETARY IMPACT:

Approval to terminate misc. contracts...

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Darlene Betancourt	11/25/2015 01:14 PM
Budget & Management	Veronica Ortiz	11/25/2015 01:42 PM
Manuel Chapa	Manuel Chapa	11/25/2015 02:10 PM
Auditor's Office	Monica Badillo	11/25/2015 03:08 PM
Form Started By: Erika Zamora		Started On: 11/25/2015 11:19 AM
Final Approval Date: 11/25/2015		

AI-52432 **Purchasing Department** **21. B. 2.**

CC - REGULAR

Meeting Date: 12/01/2015

Submitted By: Rocio Villarreal, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

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

b. Presentation of scoring grid (for the purpose of ranking by CC) of the firms graded and evaluated through the County's approved "pool" of professional engineering services for "Plena Vista Subdivision" for Pct 2.

Total Scores	Cruz-Hogan Consultants, Inc.	South Texas Infrastructure Group, LLC	Quintanilla, Headley & Assoc.
Evaluator 1	96	94	92
RANKING			

c. Authority for the Purchasing Department to negotiate a professional services agreement with the No. 1 ranked firm of _____ for professional engineering services for "Plena Vista Subdivision" for Pct 2.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2015 **ACCT. #:** 5-1200-431-00-122-006-0-334

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

BUDGETARY IMPACT:

Funds available as of 11-25-15.

Attachments

Scoring Grid

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Darlene Betancourt	11/25/2015 01:14 PM
Budget & Management	Veronica Ortiz	11/25/2015 01:36 PM
Ivan Cantu	Ivan Cantu	11/25/2015 02:36 PM

Auditor's Office	Monica Badillo	11/25/2015 03:08 PM
Form Started By: Rocio Villarreal		Started On: 11/25/2015 09:21 AM
Final Approval Date: 11/25/2015		

HIDALGO COUNTY PRECINCT NO 2

FOR

Plena Vista Subdivision

Scoring & Evaluation GRID

Total Scores	CRUZ-HOGAN CONSULTANTS, INC.	SOUTH TEXAS INFRASTRUCTURE GROUP, LLC	QUINTANILLA HEADLEY & ASSOC.
Evaluator 1	96	94	92
RANKING			

Scoring & Evaluation was completed by Pct No 2

AI-52375 **Purchasing Department** **21. B. 3.**

CC - REGULAR

Meeting Date: 12/01/2015

Submitted For: Eddie Cantu, COMM. PCT. #2 **Submitted By:** Erika Zamora, COMM. PCT. #2

Department: COMM. PCT. #2

Information

CAPTION

A. Acceptance and approval of Work Authorization No. 4 (with an estimated cost of $230,275.08) as submitted by project engineer L&G Consulting Engineers for engineering services for Pct 2 Nolana Loop Project located within Hidalgo County Precinct 2 through Contract No. C-15-097-03-17.
B. Pursuant to contract with L&G Engineering, (Article 12) C-15-097-03-17, a request for approval by engineer to permit the subcontracting of AmaTerra Environmental, Inc. for the Nolana Loop Project.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2015 **ACCT. #:** 5-1315-431-00-122-081-0-721/841

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

BUDGETARY IMPACT:

Funding will be available upon posting of PO Cancellation for PO#695496 in the amount of $567,727.05. Pct. 2 staff prepared an interdepartmental transfer to fund the WA #4 (refer to AI #52442, CC 12-1-15).

Attachments

Work Authorization #4
sub

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Darlene Betancourt	11/24/2015 11:37 AM
Budget & Management	Veronica Ortiz	11/24/2015 01:20 PM
Ivan Cantu	Ivan Cantu	11/25/2015 10:27 AM
Auditor's Office	Veronica Ortiz	11/25/2015 01:04 PM
Ivan Cantu	Ivan Cantu	11/25/2015 01:55 PM
Auditor's Office	Monica Badillo	11/25/2015 03:08 PM
Form Started By: Erika Zamora		Started On: 11/23/2015 11:24 AM
Final Approval Date: 11/25/2015		

HIDALGO COUNTY
Professional Engineering Services
Agreement #C-15-097-03-17

WORK AUTHORIZATION NO. 4

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 Environmental Assessment Completion, Public Involvement, Hydrologic Mapping, etc. for the Nolana Loop Pending Project Development Activities.

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 **$230,275.08**.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. 4 shall be funded through funding source:
Account No. 5-13-15-431-00-122-081-0-721841
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. 4.**

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-1

Scope of Services to be provided by the Engineer

SECTION I - PROJECT DESCRIPTION

The services designated herein as "Services provided by the ENGINEER" shall include the performance of all engineering services for the following described facility:

COUNTY/CITY: HIDALGO COUNTY

PROJECT/DESCRIPTION: On-Call Services for "Road and Bridge, C.I.P. and Other Projects in General"

Work Authorization #4 – Nolana Loop Pending Project Development Activities

ENGINEER shall mean L&G Engineering.

STATE shall mean Texas Department of Transportation.

COUNTY shall mean Hidalgo County.

EXHIBIT B-1

Scope of Services to be provided by the Engineer

SECTION 2 – PRELIMINARY ENGINEERING

(Function Code 102)

Services Provided By: ENGINEER	COUNTY	
YES	N/A	Preliminary Design Values *The Engineer will work with the Owner to establish basic design concepts, project controls and general scope of Projects.*
YES	N/A	Preliminary Route Locations on Uncontrolled Mapping *The Engineer will evaluate various alternatives (route locations, alignment shifts, geometry) for the Projects.*
YES	N/A	Uncontrolled Mapping (w/Contours & GIS Info) *The Engineer will investigate the existing routes and coordinate with the Owner on establishing the best-fit alignments and mapping proposed geometry for Projects. Preliminary Location Exhibit will be developed.*
YES	N/A	Preliminary Traffic Evaluations & Trends *The Engineer will investigate existing traffic models and trends for the proposed Projects and adjacent roadways tying into the proposed Projects.*
YES	N/A	Preliminary Hydrologic Map *The Engineer will develop a Hydrologic Map for the Projects. Hydrologic Maps will be based on LIDAR and GIS information.*
YES	N/A	Preliminary ROW Requirements *The Engineer will research and identify affected property owners on the Projects utilizing the latest appraisal district file information from Hidalgo County Appraisal District and information from Carson Maps.*
YES	N/A	Preliminary Cost Estimates *The Engineer will calculate preliminary construction cost estimates for the location and geometry of the Projects.*
YES	N/A	Preliminary Environmental Analysis (for fatal flaws) – Reference Function Code 110 *The Engineer will perform Preliminary Environmental Constraint Mapping to determine if any fatal flaws exist along the proposed alignment.*
YES	N/A	Project Fact Sheet with Est. Local Cost vs. Total Project Cost *The Engineer will produce a Project Fact Sheet providing summaries of all pertinent items in this scope of services (as required) and providing estimated local costs vs. total project costs for the Projects.*
YES	N/A	Meetings, Coordination & Support for Project Development *The Engineer shall provide coordination services and shall assist in meetings and workshops with TxDOT, Hidalgo County, Hidalgo County Drainage District No. 1 and Hidalgo County Irrigation Districts, and all other affected parties. The Engineer shall serve as representative for the Owner in coordination items. The Engineer shall coordinate with the Owner's staff on all Project related items.*

EXHIBIT B-1

Scope of Services to be provided by the Engineer

SECTION 3 - ROUTE AND DESIGN STUDIES

(Function Code 110)

Services Provided By: ENGINEER	COUNTY		
NO	N/A	1.	Route Location Studies* - **Re-establish approved schematic on new aerial mapping**
NO	N/A	2.	Level of Service Analysis
NO	N/A	3.	Traffic Evaluations and Projections
YES	N/A	4.	Develop Roadway Design Criteria
YES	N/A	5.	Preliminary Cost Estimates
NO	N/A	6.	Design Schematic – Redraw schematic as originally approved (See Section 7, page 7-1 for schematic layout requirements)
YES	N/A	7.	Preliminary Right-of-Way Requirements
YES	N/A	8.	Design Concept Conference
		9.	Soil Core Hole Drilling
NO	N/A		a. Pavement (See Section 7, page 7-3 for requirements)
NO	N/A		b. Retaining Walls (See Section 10, page 10-1 for requirements)
NO	N/A		c. Miscellaneous Structures (See Section 10, page 10-3 for requirements)
NO	N/A		d. Bridges (See Section 11, page 11-3 thru 11-4 for requirements)

* The Phase I or better survey for hazardous material should be included as a determining factor of route selection. Projects which do not require additional right of way should be considered separately from an expansion or new location.

EXHIBIT B-1

Scope of Services to be provided by the Engineer

SECTION 4
SOCIAL, ECONOMIC AND ENVIRONMENTAL STUDIES AND PUBLIC INVOLVEMENT
(Function Code 120)

Services Provided By: ENGINEER	COUNTY	
		1. Environmental Reports All Environmental Reports shall be in accordance with 43 Texas Administrative Code (TAC) 2.40-2.51, Code of Federal Regulations, Title 23, Part 771 and Highway Design Operations and Procedures Manual, Part II-B.
		a. Environmental Assessments
N/A	N/A	(1) An Environmental Assessment shall be prepared, anticipating a Categorical Exclusion.
YES	N/A	(2) An Environmental Assessment shall be prepared, anticipating a Finding of No Significant Impact.
N/A	N/A	(3) An Environmental Assessment shall be prepared, anticipating the need for a Draft Environmental Impact Statement.
		b. Environmental Impact Statement
N/A	N/A	(1) A Draft Environmental Impact Statement shall be prepared. After appropriate interagency and public reviews within time limits prescribed by the Code of Federal Regulations, Title 23, Part 771 and 43 Texas Administrative Code 2.40-2.51, a Final Environmental Impact Statement shall be prepared.
N/A	N/A	(2) A Section 4(f) Statement (Department of Transportation Act) shall be provided by the ENGINEER. The format and content of the statement is found in FHWA Technical Advisory T6640.8A.
		2. Public Involvement All public involvement procedures shall be in accordance with 43 Texas Administrative Code (TAC) 2.40-2.51, Code of Federal Regulations Title 23, Part 771 and Highway Design Operations and Procedures Manual, Part II-B.
YES	N/A	a. A public involvement meeting(s)/hearing(s) shall be scheduled, coordinated and conducted.*
YES	N/A	b. Technical assistance, meeting(s)/hearing(s) preparation, maintenance of contracts lists, minutes of meeting(s), exhibit preparation, and other tasks outlined by the COUNTY, shall be provided.
		3. Cultural Resources Formal consultation with the State Historic Preservation Office (SHPO) and the Texas Historical Commission (THC) will be conducted by the COUNTY.
YES	N/A	a. Historic Structure Studies The existing historical report survey report shall be updated to 1975 cut-off data to include the HCID#2.
		b. Archeological Studies
N/A	N/A	(1) Files searches shall be conducted to determine if known archeological sites are present; to identify whether these sites have been listed or determined eligible for the National Register of Historic Places or have been designated State Archeological Landmarks; and to identify the need (if any) to perform additional archeological investigations.
N/A	N/A	(2) Archeological reconnaissance will be performed under a Texas Antiquities Permit (13 TAC 26) signed for the Sponsor by a professional archeologist with the STATE.
N/A	N/A	(3) Archeological survey shall be performed under a Texas Antiquities Permit (13 TAC 26) signed for the Sponsor by a professional archeologist with the STATE.

EXHIBIT B-1

Scope of Services to be provided by the Engineer

Services Provided By: ENGINEER	COUNTY	
		4. Noise and Air Quality Analyses
YES	N/A	a. Noise Analysis A noise analysis shall be prepared, including predicted noise levels and the consideration and evaluation of noise mitigation, in accordance with the STATE'S Noise Guidelines. The noise analysis or a summary of the noise analysis shall be provided as a Technical Report and results included in the administratively complete document.
YES	N/A	b. Air Quality Analysis An air quality analysis shall be prepared in accordance with the STATE'S Air Quality Guidelines. The air quality analysis or a summary of the air quality shall be provided as a Technical Report and results included in the administratively complete document for the project.
YES	N/A	5. Hazardous Materials The consultant shall perform an Initial Site Assessment (ISA) for hazardous materials impact in accordance with the American Society for Testing and Materials (ASTM) 1528.93 (Transaction Screen Process) and a GeoSearch data search shall be conducted.
YES	N/A	6. General Guidelines for Preparation of Environmental Documents

a. The Biological Impact Evaluation Report will be prepared which will include water resources, threatened and endangered species, etc. and submitted electronically to TxDOT, and coordination with TCEQ will be determined.
b. An ICI Technical report will be prepared.
c. A Community Impacts report will be prepared.
d. At least 10 Exhibits will be revised.
e. The existing EA will be revised and updated to include updated technical reports, and will be submitted to TxDOT electronically through their FTP site.
f. The revised EA document will be prepared in accordance with the content and format of FHWA Technical Advisory T6640.8A and the TxDOT Administrative Code 43 TAC §2.44.
g. The revised EA document will be submitted to TxDOT electronically through their FTP site.
h. Upon completion and approval of the administratively and technically complete document, the Engineer will provide one (1) hard copy to the Client, one (1) hardcopy to the district, and (3) hardcopies to TxDOT ENV.
i. Exhibits in the environmental document shall be color copies and text shall be black and white.

EXHIBIT B-1

Scope of Services to be provided by the Engineer

SECTION 7 - ROADWAY DESIGN CONTROLS

(Function Code 160)

Services Provided By: ENGINEER	COUNTY	
		1. Geometric Design
NO	N/A	a. Horizontal and Vertical Alignment (Recalculate approved alignment without benefit of a field survey)
YES	N/A	b. Schematic Layout (Update and Upgrade existing approved schematic)
		(1) The location of interchanges, main lanes, grade separations, frontage roads and ramps.
		(2) Develop vertical and horizontal alignment of main lanes, ramps and cross roads at proposed interchanges or grade separations. Frontage road alignment data need not be shown on the schematic; however, it should be developed in sufficient detail to determine ROW needs. The degree of horizontal curves and vertical curve data, including "K" values, shall also be shown for ease of checking.
		(3) For freeways, show the location and text of the proposed main lane guide signs. Lane lines and/or arrows indicating the number of lanes shall also be shown.
		(4) A complete explanation of the sequence and methods of stage construction, if proposed, including the initial and ultimate proposed treatment of crossovers and ramps.
		(5) The tentative ROW limits.
		(a) Provide a roadway Design System (RDS) or (GEOPAK) computer tape of the preliminary earthwork to verify ROW requirements.
		(b) Provide a graphics file containing the approved schematic.
		(6) The geometric (pavement cross slopes, lane and shoulder widths, slope rates for fills and cuts) of the typical sections of proposed highway main lanes, ramps, frontage roads, and cross roads.
		(7) The current and projected traffic volumes as provided by the TxDOT (20 year traffic projection, unless otherwise determined by the District Engineer).
		(8) The control of access lines if Interstate or designated under House Bill 179.
		(9) Direction of traffic flow on all roadways.
		(10) Location and width of median openings for highway without access control.
		(11) The geometric of speed change (acceleration, deceleration, climbing) lanes.
YES	N/A	2. General Guidelines for Project Development
		a. Prior to preparing detailed plans for a proposed project, a preliminary schematic layout shall be prepared which indicates the general geometric features and location requirements peculiar to the project. An uncontrolled aerial mosaic will be provided for this use. Four copies of the schematic layout shall be submitted through the district to the Design Division for approval and subsequent coordination with the Federal Highway Administration (FHWA) where applicable. The layout shall be submitted for two-lane arterial highway projects on new locations and for all multi-lane highway projects. **No geometric design is to be performed until the COUNTY has given the engineer written approval of the preliminary schematic layout.**
		b. All geometric design shall be in conformance with the State's Design Division, Operations and Procedures Manual, except where variances are permitted in writing by the STATE.
		c. The schematic layout shall include basic information which is necessary for the proper review and evaluation including the items listed above in the checklist for schematic layout.
		d. Handling of traffic during construction shall be a consideration in the development of preliminary designs.

EXHIBIT B-1

Scope of Services to be provided by the Engineer

Services Provided By: ENGINEER	COUNTY	
YES	N/A	2. General Guidelines for Project Development *(continued)*
		e. Upon approval of the schematic layout by Design Division (FHWA on Federal-aid projects), it shall be the basis for an exhibit at any required public hearing prior to final development of the project. If there are any changes to the schematic after the Design Division and FHWA approval and before the public hearing, four copies of the revised schematic, as displayed at the hearing, shall be submitted either prior to or accompanying the public hearing data. If there are no changes in the schematic as displayed at the hearing, only photographs of the schematic and other displays shall be submitted with the public hearing data.
		f. For all freeway construction projects, these schematics shall show the location and text of the proposed main lane guide signs. A schematic layout shall be submitted through the district to the Traffic Operations Division, Traffic Safety Section for approval and subsequent coordination with the FHWA. All signing shall be in conformance with the Texas MUTCD.
		g. On complex projects, informal contact through the district with the Design Division and FHWA personnel is encouraged with regard to development of preliminary design prior to official schematic submission.
		h. The engineer shall furnish a project tape that is compatible with the STATE's computer system, a project listing, and a cross section plot showing the original design sections containing the earthwork input and original cross sections for the project. **Accuracy of the earthwork design is of utmost importance since it is the basis for contractor payments and construction staking.**
NO	N/A	3. Exhibit for Airway/Highway Clearance Permits
		4. Grading Design
NO	N/A	a. Refine the horizontal and vertical alignment of main lanes, frontage roads, ramps, cross roads and direct connectors based upon the approved schematic layout. Determine vertical clearances at grade separations and overpasses, taking into account the appropriate super elevation rate.
NO	N/A	b. Typical Sections
NO	N/A	c. Design Cross Sections
NO	N/A	d. Determine Cut and Fill Quantities
NO	N/A	e. Slope Stability Analysis
NO	N/A	f. Embankment Foundation Stability Analysis
NO	N/A	g. Embankment Settlement Analysis
		5. Pavement Design
NO	N/A	a. Prior to initiating detailed plan preparations for a project, a preliminary investigation shall be made to determine the approximate section and pavement type to be used for the pavement structure. The Flexible Pavement Design Manual for flexible pavement, "Appendix F" of the Design Division, Operations and Procedures Manual, and the current AASHTO Guide for the Design of Pavement Structures, may be used for this purpose.
NO	N/A	b. The typical section shall also reflect proposed geometric including pavement cross slopes, lane and shoulder widths, and slope rates whenever this data have not been previously shown on a schematic submission.
		c. Embankment and Subgrade
		(1) Soil Core Holes (Show cost estimate with Function Code 110)
NO	N/A	(a) Along center line
NO	N/A	(b) Along center line of each roadway

EXHIBIT B-1

Scope of Services to be provided by the Engineer

The location and minimum number of soil core holes required for this project are as follows: (To be determined when schematic is being completed)

Services Provided By: ENGINEER	COUNTY	
		5. Pavement Design *(continued)*
		c. Embankment and Subgrade *(continued)*
NO	N/A	(2) Identify,interpret and summarize geologic features that affect engineering design (PI, Sulfate content, % of lime)
NO	N/A	d. Traffic Data for Pavement Design by STATE
NO	N/A	e. Basic Design Criteria
NO	N/A	f. Life Cycle Cost Analysis(es)
NO	N/A	g. Cost Data
NO	N/A	h. Pavement Material Properties
NO	N/A	i. Rehabilitation Investigations
NO	N/A	(1) Core Hole Survey (Show cost estimate with Function Code 110)
		(a) Determine type and depth of existing material, pavement, etc. The Engineer will determine whether to salvage ACP and FLEXBASE as well as their properties and provide this information to TxDOT.

EXHIBIT B-1

Scope of Services to be provided by the Engineer

SECTION 8 - DRAINAGE

(Function Code 161)

Services Provided By: ENGINEER	COUNTY	
		All hydraulic design shall be in accordance with the TxDOT's Hydraulic Manual, except where variances are permitted in writing by the COUNTY.
		1. Hydrologic Design
YES	N/A	a. Hydrologic Map identifying the project outfalls, runoff to outfalls, identification of any new needed outfalls for the project
NO	N/A	b. Drainage area maps showing existing conditions and proposed improvements.
NO	N/A	c. Hydrologic data/discharge determination
		2. Hydraulic Drainage Study and Documentation
		a. Hydraulic computations and Drainage area maps showing existing conditions and proposed improvements.
NO	N/A	(1) Storm water detention available within the ROW (linear ft. alongside drain ditch).
NO	N/A	(2) Storm water detention required outside the ROW (as per HCDD#1)
NO	N/A	(3) Culverts
NO	N/A	(4) Bridge waterways
NO	N/A	(5) Channels
NO	N/A	(6) Storm sewers/inlets
NO	N/A	(7) Pump stations
NO	N/A	(8) Storm Water Management facilities
NO	N/A	(9) Other
		(a) Irrigation Canals/Siphons
NO	N/A	b. Hydraulic report(s)
NO	N/A	c. Federal Emergency Management Agency (FEMA) floodway requirements
NO	N/A	d. Determine impact of proposed drainage plan on the following receiving stream(s)
		(1) Hidalgo County Drainage District Outfalls
		(2) All Irrigation District Outfalls impacted
		3. Layout, Structural Design and Detailing of Drainage Features
		a. Culverts
NO	N/A	(1) New culverts
NO	N/A	(2) Culvert widening and/or lengthening
NO	N/A	(3) Culvert replacements
		b. Storm sewers
NO	N/A	(1) New storm sewers
NO	N/A	(2) Modify existing storm sewers
NO	N/A	(3) Inlets
NO	N/A	(4) Manholes
NO	N/A	(5) Trunk lines
		c. Pump stations
NO	N/A	d. Subsurface drainage at retaining walls
NO	N/A	e. Outfall channel(s) within the ROW
NO	N/A	f. Outfall channel(s) outside the ROW
NO	N/A	g. Detention Pond(s) within the ROW
NO	N/A	h. Detention Pond(s) outside the ROW
NO	N/A	i. Summary of Quantities
NO	N/A	j. Storm Water Management facilities
NO	N/A	4. Storm Water Pollution Prevention Plan (SW3P)

EXHIBIT B-1

Scope of Services to be provided by the Engineer

NO	N/A	5. Scour Evaluation - Waterway Structures only (to be completed by Bridge Engineer under FC 170.

Exhibit B-2

Proposal
Historic Resource Investigations
Update to 2009 HRSR
Nolana Loop from FM 1426 to FM 88
Hidalgo County, Texas

PROJECT DESCRIPTION

L&G Engineering (L&G) has requested a scope of work and cost estimate from AmaTerra Environmental, Inc. (AmaTerra) to update the Historic Resources Survey report prepared by SWCA in 2009. TxDOT has reviewed this document in 2014 and has requested some changes and an updated date of 1975 for historic-age resources in order to clear the project with TxDOT ENV. The Nolana Loop project runs from FM 1426 (Raul Longoria Road) to FM 88 (Ruben Hinojosa Highway) in Hildalgo County, Texas. The project is being funded by Hidalgo County with participation from the Federal Highway Administration (FHWA).

PROJECT SCOPE

Task 1: Historical Studies

A) AmaTerra shall perform an updated records search of the APE to identify any recently identified, non-archeological historic properties that have been previously listed in the National Register of Historic Places (NRHP), are designated as Recorded Texas Historical Landmarks, as State Antiquities Landmarks, County Historic Landmarks, or have been evaluated for NRHP eligibility by other available historic surveys. AmaTerra will review other available archival sources, such as historic maps and/or aerial photographs, to locate previously unidentified potential historic resources in the project's Study Area. Reviews will be conducted to determine whether any historic or historic-age Canals are also located within the project study area.

B) AmaTerra shall perform a reconnaissance survey conforming to the methodology outlined in Appendix B of the *Draft CRM Guide for Accurately Identifying Non-Archeological Cultural Resources* (Texas Department of Transportation, August 2015). The survey shall document each historic-age resource (defined by TxDOT as a building, structure, object, historic district or non-archeological site at least 45 years old at the time of letting [1975]), which had not been previously recorded in 2009, within the Study Area. The Study Area shall consist of the Area of Potential Effects (APE) plus all parcels that are wholly or partially within the APE and those parcels where new ROW will be acquired.

C) AmaTerra shall provide an updated report detailing the results and findings of the reconnaissance survey including effects to historic properties and the need, if any, to conduct future intensive survey efforts. The report shall have sufficient detail and clarity to provide THC with the basis for making determinations of National Register of Historic Places (NRHP) eligibility or shall have sufficient detail and clarity to make recommendations concerning the scope of the intensive survey. The report shall conform to the TxDOT *Standards of Uniformity for Non-Archaeological Historic-Age Resource Reconnaissance Survey Reports Review Checklist* (August 2015 version).

SCHEDULE

To be determined in consultation with Client.

ASSUMPTIONS AND CONDITIONS

The following is a list of assumptions on which the project costs are based. Any work not discussed in the tasks above may be considered outside of this scope, and may require a supplemental agreement or fee adjustment.

- L&G will clearly define the location and dimensions of the proposed project prior to fieldwork mobilization. L&G will provide AmaTerra with geo-referenced ArcView shapefiles of the project footprint prior to fieldwork mobilization to allow for the survey of the APE: via GPS wayfinding.
- Neither a PCR or research design will be prepared for this effort.
- The updated HRSR will include data from the 2009 report. Wording will be included to discuss the previous documentation efforts.
- Relevant comments will be addressed. It is assumed that no more than one draft copy and one final copy of the survey reports being submitted to L&G will be produced in electronic format in PDF and Word formats.
- One round of comments on the Draft Report is anticipated from L&G and associated agency reviewers. All comments are assumed to be minor.
- The scope does not include mitigation for adverse effects, development of agreement documents, Section 4(f) evaluations, or other services beyond establishing Section 106 NRHP effect.

COMPENSATION

Client will compensate AmaTerra on a firm fixed price basis (lump sum) of **$11,407.20.** AmaTerra will invoice L&G monthly based on percentage of completion. A cost breakdown is provided below.

EXHIBIT "C"
PROJECT SCHEDULE
On-Call Services for "Road and Bridge, C.I.P. and Other Projects in General"

WA #4 - Nolana Loop Pending Project Development Activities

TASK AND DESCRIPTION	2015			2016											
	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEPT	OCT	NOV	DEC
Notice to Proceed															
Environmental Document Revisions and Updates															
Advertise for public meeting															
Public Involvement for Public Meeting															
Engineering Technical Support at Public Meetings with Layouts, etc.															
TxDOT Review of Environmental Technical Reports & Coordinate w/Res Agencies															
Hydrologic Map Development															
Update and Upgrade Schematic															
Coordination with HCMPO to Secure Funding															
Support/Strategizing with Hidalgo Co. Pct 2 on Project Development Activities															
Afford Opportunity for Public Hearing															
Environmental Decision															
Coordination with Cities/HCDD#1/TxDOT															

L&G Engineering
Texas Department of Transporation (TxDOT)
Advertising

EXHIBIT D-1
FEE PROPOSAL
On-Call Services for "Road and Bridge, C.I.P. and Other Projects in General"
Nolana Loop Pending Project Development Activities

	Nolana Loop Pending Project Development Activities (Environmental Assessment Completion, Public Involvement, Hydrologic Mapping, etc.)	MANHOURS								Total Line Item Cost
		Senior Project Manager	Senior Engineer	Project Engineer	Senior Environmental Scientist/ Specialist	Senior Engineering Technician	CADD Operator	Admin / Clerical	L&G TOTAL HOURS	
	CONTRACT RATE (FY 2015)	**218.04**	**180.66**	**133.94**	**152.63**	**93.45**	**68.53**	**62.3**		
1	Enviornmental Document Revisions and Updates	(See Fee Proposal Breakdown on Exhibit D-2)								$ 89,419.20
2	Public Involvement for the Project and 1 Public meeting	6	20	20	24			16	86	$ 12,260.16
3	Engineering Technical Support at Public Meetings with Layouts, etc.	6	16	16		16			54	$ 7,837.04
4	Hydrologic Map Development	30	48	60		140			278	$ 36,332.28
5	Update and Upgrade Schematic	14	30	30		210			284	$ 32,115.06
6	Coordination with HCMPO to Secure Funding	22	36	34				32	124	$ 17,848.20
7	Support/Strategizing with Hidalgo Co. Pct 2 on Project Development Activities	8	18	10	26			18	80	$ 11,425.38
8	Coordination with Cities/HCDD#1/TxDOT	16	30	30	34	42		16	168	$ 23,037.76
	Subtotal Hours	**102**	**198**	**200**	**84**	**408**	**0**	**82**	**1074**	**$ 230,275.08**

Grand Total $ 230,275.08

EXHIBIT D-2

ESTIMATED MAN-HOUR BREAKDOWN

On-Call Services for "Road and Bridge, C.I.P. and Other Projects in General"
Nolana Loop Revise Environmental Assessment

		MANHOURS								
		Senior Project Manager	Senior Engineer	Senior Environmental Scientist /Specialist	Senior Engineering Tech	CADD Operator / GIS Analyst	Admin/ Clerical	TOTAL HOURS	Sub-Contract Amounts	TOTAL LINE ITEM COST
	CONTRACT RATE	218.04	180.66	152.63	93.45	68.53	62.30			
	ENVIRONMENTAL ASSESSMENT UPDATE									
	Nolana Loop Project									
1	Review Existing Document			8	32	0		40		$ 4,211.44
2	MSAT Technical Report - Rewrite air language to latest				8	2		10		$ 884.66
3	Noise Technical Report - Redo noise analysis				64	16		80		$ 7,077.28
4	Historical - update HRSR to 1975 cut-off date, include HCID#2				16	2		18		$ 1,632.26
5	New Biological Report - Update to current				52	8		60		$ 5,407.64
6	Sub-Consultant Work to complete Historical Work	(See Fee Proposal Breakdown on Exhibit D-3)							$ 11,407.20	
7	HazMat-complete ISA form, Geosearch, update section in doc				52	2		54		$ 4,996.46
8	Make determination if TCEQ is required				4			4		$ 373.80
9	New ICI Technical Report				64	16		80		$ 7,077.28
10	Community Impacts - update to current year				40	2		42		$ 3,875.06
11	Update existing EA to include the above.				40	2		42		$ 3,875.06
12	Update at least 10 different Exhbits as per the above tasks				16	36		52		$ 3,962.28
13	QA/QC of Tech Reports			40	0	0		40		$ 6,105.20
14	QA/QC of EA			40				40		$ 6,105.20
15	Public Involvement (afford opportunity for public hearing) *			50	50	50	50	200		$ 18,845.50
	SUB-TOTAL	**0**	**0**	**138**	**438**	**136**	**50**	**762**	**$ 11,407.20**	**$ 74,429.12**

Sub-Total Manhours Fee with Subconsultant Fee:	**$ 85,836.32**

DIRECT EXPENSES:

ENVIRONMENTAL SITE ASSESSMENT			Qty.		
GeoSearch	1		1	$	500.38
Mileage	0.55	per mile	150	$	82.50
Advertising in newpaper for aoph (off-system)	1400		2	$	2,800.00
Document Copy to Hidalgo County	200	per document	1	$	200.00

*** Does not include a public meeting.**

Subtotal Direct Expenses Costs:	**$ 3,582.88**

TOTAL PROJECT FEE:	**$ 89,419.20**

COST BREAKDOWN										
Nolana Loop HRSR Update										
LABOR	PCR	Permit App/ Research Design	Fieldwork	Draft and Final Reports	Curation	Admin and Project Mgmt	Total	Unit	Unit Price	Cost
Principal	0	0	0	0	0	2	2	hr	$ 216.00	$ 432.00
Archeologist V/ Principal Investigator	0	0	0	0	0	0	0	hr	$ 128.00	$ -
Archeologist IV	0	0	0	0	0	0	0	hr	$ 103.00	$ -
Archeologist III	0	0	0	0	0	0	0	hr	$ 73.00	$ -
Archeologist II	0	0	0	0	0	0	0	hr	$ 68.00	$ -
Archeologist I	0	0	0	0	0	0	0	hr	$ 58.00	$ -
Historical Architect/ Senior Historian	0	0	0	4	0	4	8	hr	$ 133.00	$ 1,064.00
Architectural Historian III	0	0	20	40	0	0	60	hr	$ 104.00	$ 6,240.00
Historian II	0	0	0	16	0	0	16	hr	$ 82.00	$ 1,312.00
GIS Specialist	0	0	6	2	0	0	8	hr	$ 84.00	$ 672.00
Administrative/ Document Production Supervisor	0	0	0	0	0	4	4	hr	$ 88.00	$ 352.00
Editor	0	0	0	6	0	0	6	hr	$ 60.00	$ 360.00
TOTAL LABOR										$10,432.00
EXPENSES	PCR	Permit App/ Research Design	Fieldwork	Draft and Final Reports	Curation	Admin and Project Mgmt	Total	Unit	Unit Price	Cost
Copies, b/w	0	0	0	200	0	20	220	each	$ 0.10	$ 22.00
Copies, color	0	0	0	100	0	0	100	each	$ 1.00	$ 100.00
Mileage	0	0	0	0	0	0	0	mile	$ 0.56	$ -
Lodging (NTE)	0	0	1	0	0	0	1	night	$ 88.00	$ 88.00
Taxes, lodging (15%)	0	0	1	0	0	0	1	night	$ 13.20	$ 13.20
Meals	0	0	2	0	0	0	2	day	$ 51.00	$ 102.00
Airfare	0	0	1	0	0	0	1	each	$500.00	$ 500.00
Car Rental	0	0	2	0	0	0	2	day	$75.00	$ 150.00
TOTAL EXPENSES										$ 975.20
TOTAL										**$11,407.20**

L&G Engineering
Transportation Consultants

November 17, 2015

Hon. Eduardo "Eddie" Cantu
Hidalgo County Precinct No. 2
300 West Hall Acres
Pharr, Texas 78589

RE: Subcontracting Notice for Nolana Loop Pending Project Development Activities
On-Call Services Contract No. 15-097-03-17

Dear Commissioner Cantu:

We would like to inform you of the subcontractor that we will be using on the Nolana Loop Pending Project Development Activities for Work Authorization No. 4 under our On-Call Contract referenced above. Please coordinate with your Purchasing Department for Commissioner's Court approval of this notification. This sub-contractor will be providing Historical Research for the above referenced project.

Subcontractor:

Cultural Resources Services:
Ms. Jill Madden
AmaTerra Environmental Inc.
4009 Banister Lane, Ste. 300
Austin, Texas 78704
Phone (512) 329-0031

Should you have any questions, please feel free to give me a call at 956-585-1909.

Sincerely,

Robert Macheska, P.E., C.F.M.
Project Manager

cc: Hidalgo County Auditor's Office

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

AI-52371 **Purchasing Department** **21. B. 4.**

CC - REGULAR

Meeting Date: 12/01/2015

Submitted For: Eddie Cantu, COMM. PCT. #2 **Submitted By:** Carlos Jasso, COMM. PCT. #2

Department: COMM. PCT. #2

Information

CAPTION

Requesting approval of Supplemental Agreement No. 9 with R. Gutierrez Engineering Corporation, Contract C-07-358-09-04 resulting in an estimated cost increase of $15,664.00 for services under Work Authorization No. 12 for the Pct 2 South Fork Drainage Project.

BACKGROUND

PO increase will be submitted upon approval of this agenda

Fiscal Impact

FISCAL YEAR: 2015 **ACCT. #:** 5-1345-431-00-122-040-0-723

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

BUDGETARY IMPACT:

Funds pending approval of AI#52374 CC 12/1/15.

Attachments

Supp Agreement No. 9

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Darlene Betancourt	11/24/2015 09:42 AM
Budget & Management	Veronica Ortiz	11/24/2015 10:01 AM
Auditor's Office	Monica Badillo	11/25/2015 03:08 PM

Form Started By: Erika Zamora Started On: 11/23/2015 10:27 AM

Final Approval Date: 11/25/2015

THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

SUPPLEMENTAL AGREEMENT NO. 9
TO WORK AUTHORIZATION NO. 12
Contract No. C-07-358-09-04

THIS SUPPLEMENTAL AGREEMENT is made pursuant to the terms and conditions of the Agreement made by and between the HIDALGO COUNTY, acting herein by and through COMMISSIONER'S COURT, hereinafter called the "OWNER," and, R. Gutierrez Engineering Corporation, professional engineers of Pharr, Texas, hereinafter called "ENGINEER".

WHEREAS, OWNER and ENGINEER executed Work Authorization No. 12 to Contract No. C-07-358-09-04, on the 9th day of September 2008, to provide engineering and surveying services for the preliminary engineering, final design, and construction phase services for the improvement of an existing Hidalgo County Irrigation No. 2 drain ditch. Hidalgo County Drainage District No. 1 will take over the responsibility for the drain ditch and requires the ditch be upgraded, and it has now become necessary to revise the scope of work to include additional services;

WHEREAS, OWNER and ENGINEER executed Supplemental Agreement No. 1 to Work Authorization No. 12 to Contract No. C-07-358-09-04, on the 12th day of May 2009, and;

WHEREAS, OWNER and ENGINEER executed Supplemental Agreement No. 2 to Work Authorization No. 12 to Contract No. C-07-358-09-04, on the 26th day of May 2009, and;

WHEREAS, OWNER and ENGINEER executed Supplemental Agreement No. 3 to Work Authorization No. 12 to Contract No. C-07-358-09-04, on the 26th day of February, 2013, and;

WHEREAS, OWNER and ENGINEER executed Supplemental Agreement No. 4 to Work Authorization No. 12 to Contract No. C-07-358-09-04, on the 16th day of December, 2014, and;

WHEREAS, OWNER and ENGINEER executed Supplemental Agreement No. 5 to Work Authorization No. 12 to Contract No. C-07-358-09-04, on the 21st day of July, 2015, and;

WHEREAS, OWNER and ENGINEER executed Supplemental Agreement No. 6 to Work Authorization No. 12 to Contract No. C-07-358-09-04, on the 18th day of August, 2015, and;

WHEREAS, OWNER and ENGINEER executed Supplemental Agreement No. 7 to Work Authorization No. 12 to Contract No. C-07-358-09-04, on the 15th day of September, 2015, and it has now become necessary to revise the fee estimate;

WHEREAS, OWNER and ENGINEER executed Supplemental Agreement No. 8 to Work Authorization No. 12 to Contract No. C-07-358-09-04, on the 10th day of November, 2015, and it has now become necessary to revise the fee estimate;

NOW THEREFORE, for and in consideration of the terms and provisions set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, OWNER and ENGINEER agree to the following amendment to Work Authorization No. 12 as follows:

1. **Exhibit D – Fee Estimate,** the estimated cost for services under this Work Authorization is revised and is included as **Exhibit D – Fee Estimate** included in this Supplemental Agreement. The actual amount payable for services under this Work Authorization will be in accordance with Article 5.

2. Except as amended by this Supplemental Agreement, the remaining provisions of the Agreement are unchanged and shall remain in full force and effect.

IN WITNESS WHEREOF, the ENGINEER and OWNER have caused this Supplemental Agreement No. 8 to Work Authorization No. 12, for Professional Engineering Services to be executed as of the ____ day of _____ 2015.

R. GUTIERREZ ENGINEERING CORPORATION

BY: _____
Ramiro Gutierrez, P.E., President

HIDALGO COUNTY

BY: _____
Ramon Garcia, County Judge

ATTEST:

_____
Arturo Guajardo, Jr., County Clerk

LIST OF ATTACHMENTS

EXHIBIT D – Fee Estimate

HIDALGO COUNTY
Professional Engineering Services
Contract # C-07-358-09-04
Work Authorization No. 12

EXHIBIT D
Fee Estimate

TASK	PART I - CONTRACT AMOUNT
Basis for Engineering Fee based on Article 5A of Contract	
Project Estimated Construction Cost	$3,998,466
Engineering Services Fee (8% of Construction Cost)	$319,877
Topographic Survey Services Fee (2.5% of Construction Cost)	$99,962
Basic Fee (Prelim Eng, Design & Construction Services Fee)	**$419,839**
PART I - DATA COLLECTION & PRELIMINARY ENGINEERING AND DESIGN (50% of Basic Fee)	**$209,919**
DATA COLLECTION (40% of Prelim Eng Fee)	$83,968
SCHEMATIC DESIGN (60% of Prelim Eng Fee)	$125,952
SUB-TOTAL (Prelim Eng Fee)	**$209,919**
PART II - RIGHT-OF-WAY MAP (Add'l Services)	**$97,000**
OBTAIN TITLE REPORTS (Est 26 Parcels) (@ $600.00/Parcel) ***	$15,600
DEVELOP PARCELS & R.O.W. MAP (Est 37 Parcels) (@ $2,200.00/Parcel) ***	$81,400
SUB-TOTAL (R.O.W. Map Fee)	**$97,000**
PART III - FINAL DESIGN (30% of Basic Fee)	**$125,952**
30% Plans Submittal (30% of PS&E Fee)	$37,786
60% Plans Submittal (30% of PS&E Fee)	$37,786
90% Plans Submittal (30% of PS&E Fee)	$37,786
100% Plans Submittal (10% of PS&E Fee)	$12,595
SUB-TOTAL (PS&E Fee)	**$125,952**
PART IV - CONSTRUCTION SERVICES (20% of Basic Fee)	**$83,968**
Construction Services	$83,968
SUB-TOTAL (Construction Services Fee)	**$83,968**
PART V - SPECIAL SERVICES (Add'l Services)	**$980**
Printing (Est. 20 Sets @ 100 Sheets/Set @ 0.20/Sheet)	$400
Mileage (Est. 50 Trips @ 20 Miles/Trip @ 0.58/Mile)	$580
SUB-TOTAL (Special Services Fee)	**$980**
PART VI - SPECIAL SERVICES (Full-Time Inspection)	**$148,808**
Full Time Inspector (Est. 38 weeks @40 hrs = 1520 hours @ $95.00/hr) ***	$144,400
Mileage (Est. 380 Trips @ 20 Miles/Trip @ 0.58/Mile) ***	$4,408
SUB-TOTAL (Full-time Inspection Fee)	**$148,808**
TOTAL	**$666,627**

*** Note: Title Reports and Parcels will be billed for the actual amount of Title Reports ordered and Parcels prepared at the rates shown.

Full-time inspection will be billed for the actual amount of time of inspection and actual number of trips to the project.

AI-52359 **Purchasing Department** **21. C. 1.**

CC - REGULAR

Meeting Date: 12/01/2015

Submitted By: Rocio Villarreal, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

a. Requesting exemption from competitive bidding requirements under the Texas Local Government Code, Section 262.024 (A) (4) a professional services;
b. Presentation of scoring grid (for the purpose of ranking by CC) of the firms graded & evaluated through the County's approved "pool" in connection with geo-technical and construction material testing services required for Precinct No. 3 Projects (on an as needed basis).

TOTAL SCORES	L&G Engineering	Millennium Engineers Group	Earthco, LLC
Evaluator 1	99	92	75
Ranking			

c. Authority for the Purchasing Department to negotiate a professional engineering services agreement with No. 1 ranked firm of _____for geo-technical and construction material testing services (on call as needed basis) Pct. 3.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2015 **ACCT. #:** 5-1200-431-00-123-005-0-XXX

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

BUDGETARY IMPACT:

Pct will identify funding per project; services are on an as needed basis.

Attachments

Scoring Grid

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Darlene Betancourt	11/24/2015 09:43 AM
Budget & Management	Veronica Ortiz	11/24/2015 09:58 AM
Manuel Chapa	Manuel Chapa	11/24/2015 02:29 PM
Auditor's Office	Monica Badillo	11/25/2015 03:08 PM

Form Started By: Rocio Villarreal Started On: 11/20/2015 04:37 PM
Final Approval Date: 11/25/2015

HIDALGO COUNTY PRECINCT NO 3
FOR
CONSTRUCTION MATERIAL TESTING
Scoring & Evaluation
GRID

Total Scores	L&G ENGINEERING	MILLENNIUM ENGINEERS GROUP	EARTHCO, LLC
Evaluator 1	99	92	75
RANKING			

Scoring & Evaluation was completed by Pct No 3

AI-52406 **Purchasing Department** **21. C. 2.**

CC - REGULAR

Meeting Date: 12/01/2015

Submitted By: Rocio Villarreal, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

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

b. Presentation of scoring grid (for the purpose of ranking by CC) of the firms graded and evaluated through the County's approved "pool" of professional engineering services for "South Detention Basin" for Pct 3.

Total Scores	Sames, Inc.	LeFevre Engineering	L&G Engineering
Evaluator 1	91	87	99
RANKING			

c. Authority for the Purchasing Department to negotiate a professional service agreement with the No. 1 ranked firm of _____ for professional engineering services for "South Detention Basin," for Pct. 3.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2015 **ACCT. #:** 5-1347-431-00-123-117-0-723

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

BUDGETARY IMPACT:

Funds available as of 11/24/15.

Attachments

Scoring Grid

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Darlene Betancourt	11/24/2015 11:36 AM
Budget & Management	Veronica Ortiz	11/24/2015 01:19 PM
Auditor's Office	Monica Badillo	11/25/2015 03:08 PM
Form Started By: Rocio Villarreal		Started On: 11/24/2015 09:52 AM

Final Approval Date: 11/25/2015

HIDALGO COUNTY PRECINCT NO 3

FOR

SOUTH DETENTION BASIN

Scoring & Evaluation GRID

Total Scores	SAMES, INC.	LeFEVRE ENGINEERING	L&G ENGINEERING
Evaluator 1	91	87	99
Average	91	87	99
RANKING			

Scoring & Evaluation was completed by Pct No 3

AI-52358 **Purchasing Department** **21. C. 3.**

CC - REGULAR

Meeting Date: 12/01/2015

Submitted By: Rocio Villarreal, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

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

b. Presentation of scoring grid (for the purpose of ranking by CC) of the firms graded and evaluated through the County's approved "pool" of professional engineering services for "FM 676 Project" for Pct 3.

Total Scores	L&G Engineering	B2Z Engineering	South Texas Infrastructure Group, LLC
Evaluator 1	99	91	94
RANKING			

c. Authority for the Purchasing Department to negotiate a professional service agreement with the No. 1 ranked firm of _____ for professional engineering services for "FM 676 Projects," for Pct. 3.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2015 **ACCT. #:** 5-1345-431-00-123-116-0-841

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

BUDGETARY IMPACT:

Attachments

Scoring Grid

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Darlene Betancourt	11/24/2015 09:42 AM
Budget & Management	Veronica Ortiz	11/24/2015 09:57 AM
Auditor's Office	Monica Badillo	11/25/2015 03:08 PM
Form Started By: Rocio Villarreal		Started On: 11/20/2015 04:25 PM

Final Approval Date: 11/25/2015

HIDALGO COUNTY PRECINCT NO 3

FOR

FM 676 PROJECT

Scoring & Evaluation GRID

Total Scores	L&G ENGINEERING	B2Z ENGINEERING	SOUTH TEXAS INFRASTRUCTURE GROUP, LLC
Evaluator 1	99	91	94
Average	99	91	94
RANKING			

Scoring & Evaluation was completed by Pct No 3

AI-52326 **Purchasing Department** **21. D. 1.**

CC - REGULAR

Meeting Date: 12/01/2015

Submitted For: Renan Ramirez, IT DEPARTMENT **Submitted By:** Renan Ramirez, IT DEPARTMENT

Department: IT DEPARTMENT

Information

CAPTION

Mr. Renan Ramirez, CIO, HC-IT Dept., is requesting exemption from HCCC approved Orders for both Major and Minor Purchase Deadlines [as attached herein] so as to permit the processing of requisitions [as attached herein with all supporting documentation] with vendor assurances in writing of delivery prior to 12-31-15.

BACKGROUND

Previously allocated funding became available after dead line and we are looking to purchase software, hardware and network infrastructure equipment for county wide use before the end of the year.

Fiscal Impact

FISCAL YEAR: 2015 **ACCT. #:** 5-1100-415-00-200-002-0-XXX

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

BUDGETARY IMPACT:

Req #288083 for Dell Marketing, LP; Req #288086 for CDW Government Inc; Req #288089 for Dell Marketing, LP; Req #288091 for AL 3 Enterprises, LLC d/b/a Star Telecom; Req #288077 for CDW Govt Inc.; Req #288081 for Insight

Funds available pending posting of an emergency line item transfer into obj. 751 "Machinery & Equipment" and obj. 610 "General Supplies".

Attachments

Purchasing End of Year memo

req 288083

backup

Form Review

Inbox	Reviewed By	Date

Purchasing Department	Darlene Betancourt	11/23/2015 09:06 AM
Budget & Management	Veronica Ortiz	11/23/2015 09:16 AM
Ivan Cantu	Ivan Cantu	11/24/2015 02:59 PM
Auditor's Office	Monica Badillo	11/25/2015 03:08 PM
Form Started By: Renan Ramirez		Started On: 11/18/2015 03:41 PM
Final Approval Date: 11/25/2015		

MEMORANDUM
COMMISSIONERS COURT "ORDER"
IMMEDIATE REVIEW REQUESTED & RECOMMENDED

To: **All GENERAL FUND and/or APPLICABLE FUNDS-Elected Officials/Department Heads**

From: **Martha L. Salazar** — **HC Purchasing Agent**; **Raymundo Eufracio, CPA** — **HC Auditor**; **Sergio Cruz** — **HC Budget Officer**

Date: **October 13, 2015**

Re: **"Order" for Requisition Submission Date Deadline-"Major Purchases"**

Pursuant to action taken by Hidalgo County Commissioners Court on, Tuesday, October 13, 2015, this serve as your NOTICE of an approved "Order" setting of a **deadline of Friday, October 30, 2015 at 5:00 PM** for the submission of the following:

a) The submission of all requisitions in order to obtain a properly executed Purchase Order(s) from the Purchasing Department for the acquisition of all goods or services for this (2015) fiscal/calendar year for **MAJOR PURCHASES** (i.e., vehicles, furniture, equipment, etc.) **THAT REQUIRE SUFFICIENT/AMPLE TIME FOR DELIVERY BEFORE 12/31/15;**

b) The proper funding of all line items prior to the submission of requisitions through the Budget Office will be required;

c) All goods and/or services must be received and rendered by December 31, 2015 to qualify for payment under year 2015 budgets;

d) All open Purchase Orders from the 2015 budgets for which goods were not received or services not rendered by December 31, 2015 will lapse and those Purchase Orders will be charged to the 2016 Budget.

THEREFORE, WE STRONGLY RECOMMEND, SUGGEST AND URGE YOU TO:

1) Immediately review your department needs to prioritize the goods and/or services you require;
2) Review your department budget in order to request the proper line-tem funding or creation of the proper-line item or object code through the Budget Office;
3) Begin the requisition process in order to obtain your properly executed Purchase Order(s);

Situations or circumstances that you feel require further consideration or review will be examined on a **CASE BY CASE BASIS** through a presentation by your department to Commissioners' Court for direction and action. However, these also need IMMEDIATE notice to one of the above-three departments listed above in order to place on the Court's agenda prior to the deadline of **October 30, 2015**.

ACKNOWLEDGE RECEIPT OF NOTICE & ORDER OF DEADLINE OF 10/30/15 VIA EMAIL TO: rudy.salinas1@co.hidalgo.tx.us and FAX TO 292-7612.

_____ _____

Signature of Elected Official/Dept. Head/Program-Agency Director **Date**

_____ _____

Printed Name/Title **Department**

MEMORANDUM
COMMISSIONERS COURT "ORDER"
IMMEDIATE REVIEW REQUESTED & RECOMMENDED

To: **All GENERAL FUND and/or APPLICABLE FUNDS-Elected Officials/Department Heads**

From: **Martha L. Salazar** — **HC, Purchasing Agent**; **Raymundo Eufracio, CPA** — **HC, County Auditor**; **Sergio Cruz** — **HC, Budget Officer**

Date: **October 13, 2015**

Re: **"Order" for Requisition Submission Date Deadline-"Day to Day Purchases"**

Pursuant to action taken by Hidalgo County Commissioners Court on, Tuesday, October 13, 2015, this will serve as your **NOTICE** of an approved "Order" setting a **deadline of Friday, November 06, 2015 at 5:00 PM** for the submission of the following:

Goods and/or Services for the Day to Day Operations of your department/program/agency and NOT those Goods and/or Services (Major Purchases, i.e., vehicles, furniture, equipment, etc.) for which a DEADLINE of October 30, 2015, ORDERED by Commissioners Court in the MEMO you received from this department and dated, October, 13, 2015.

a) The submission of all requisitions in order to obtain a properly executed Purchase Order(s) from the Purchasing Department for the acquisition of all goods or services for this (2015) fiscal/calendar year for those goods and/or services necessary to carry on and conduct the day to day operations of your department, program or agency;

b) The proper funding of all line items through the Budget Office will be required prior to the submission of requisitions for day to day purchases with the deadline of November 06, 2015

c) All goods and/or services must be received and rendered by December 31, 2015 to qualify for payment under year 2015 budgets;

d) All open Purchase Orders from the 2015 budgets for which goods were not received or services not rendered by December 31, 2015 will lapse and those Purchase Orders will be charged to the 2016 Budget.

THEREFORE, WE STRONGLY RECOMMEND, SUGGEST AND URGE YOU TO:

1) Immediately review your department needs to prioritize the goods and/or services you require;
2) Review your department budget in order to request the proper line-tem funding or creation of the proper-line item or object code through the Budget Office;
3) Begin the requisition process in order to obtain your properly executed Purchase Order(s);

Situations or circumstances that you feel require further consideration or review will be examined on a **CASE BY CASE BASIS** through a presentation by your department to Commissioners' Court for direction and action. However, these also need **IMMEDIATE** notice to one of the above-three departments listed above in order to place on the Court's agenda prior to the deadline of **November 06, 2015**.

ACKNOWLEDGE RECEIPT OF NOTICE & ORDER OF DEADLINE OF 11/06/15 VIA EMAIL TO: rudy.salinas1@co.hidalgo.tx.us and FAX TO 292-7612.

_____ _____

Signature of Elected Official/Dept. Head/Program-Agency Director **Date**

_____ _____

Printed Name/Title **Department**

Requisition

Req # 00288083

PO #

Date: 11/18/15

Bill To: x
x

Vendor : 178136
DELL MARKETING L.P.
C/O DELL USA LP
P.O. BOX 676044
DALLAS TX 75267-6044
FAX (800)433-9527

Ship To: INFORMATION TECHNOLOGY DEPARTMENT
100 E. CANO, 4TH FLOOR
EDINBURG TX 78540

Contact: EDNA KIRBY
956-292-7010

Contract No: DIR-SDD-1951

Special Instructions:

QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
		DIR-SDD-1951 QUOTE 719052439		
		DO NOT DUPLICATE ORDER		
1.00	EACH	Kit - PowerEdge FN2210S I/O Aggregator, Int 8 ports to Ext 4 Ports (2x 10GbE SFP+, 2x 2/4/8G FC) (629-BBBV)	1,072.49	1,072.49
2.00	EACH	DELL NETWORKING, TRANSCEIVER, SFP+ 10 GBE, SR 850NM WAVELENGTH, 300M REACH KIT (407-BBOU)	540.00	1,080.00
		Account No	Encumbrance	
		5-1100-415-00-200-002-0-751	1,072.49	
			Freight	.00
			Total	2,152.49
		REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233		

Authorized By: _____

QUOTATION

Quote #:	**719052439**
Customer #:	**3033890**
Contract #:	**42AFU**
CustomerAgreement #:	**DIR-SDD-1951**
Quote Date:	**11/17/2015**
Customer Name:	**TX COUNTY OF HIDALGO**

REQ. 288083

Date: 11/17/2015

Thanks for choosing Dell! Your quote is detailed below; please review the quote for product and informational accuracy. If you find errors or desire certain changes please contact your sales professional as soon as possible.

Sales Professional Information

SALES REP:	MARLENE S	**PHONE:**	1800 - 4563355
Email Address:	Nicholas_Loranc@DELL.com	**Phone Ext:**	80000

SOFTWARE & ACCESSORIES **GROUP TOTAL: $2,152.49**

Product	Quantity	Unit Price	Total
Dell Networking, Transceiver, SFP+, 10GbE, SR, 850nm Wavelength, 300m Reach - Kit (407-BBOU)	2	$540.00	$1,080.00
Kit - PowerEdge FN2210S I/O Aggregator, Int 8 ports to Ext 4 Ports (2x 10GbE SFP+, 2x 2/4/8G FC) (629-BBBV)	1	$1,072.49	$1,072.49

***Total Purchase Price:**	**$2,152.49**
Product Subtotal:	$2,152.49
Tax:	$0.00
Shipping & Handling:	$0.00
State Environmental Fee:	$0.00
Shipping Method:	LTL 5 DAY OR LESS
	(Amount denoted in $)*

Order this quote easily online through your Premier page, or if you do not have Premier, using Quote to Order

Statement of Conditions

The information in this document is believed to be accurate. However, Dell assumes no responsibility for inaccuracies, errors, or omissions, and shall not be liable for direct, indirect, special, incidental, or consequential damages resulting from any such error or omission. Dell is not responsible for pricing or other errors, and reserves the right to cancel orders arising from such errors.
Dell may make changes to this proposal including changes or updates to the products and services described, including pricing, without notice or obligation.

Terms of Sale

This quote is valid for 30 days unless otherwise stated. Unless you have a separate written agreement that specifically applies to this order, your order will be subject to and governed by the following agreements, each of which are incorporated herein by reference and available in hardcopy from Dell at your request:

If this purchase is for your internal use only: Dell's Commercial Terms of Sale

following agreements, each of which are incorporated herein by reference and available in hardcopy from Dell at your request:

If this purchase is for your internal use only: Dell's Commercial Terms of Sale (www.dell.com/CTS), which incorporate Dell's U.S. Return Policy (www.dell.com/returnpolicy) and Warranty (www.dell.com/warrantyterms).

If this purchase is intended for resale: Dell's Reseller Terms of Sale (www.dell.com/resellerterms).

If this purchase includes services: in addition to the foregoing applicable terms, Dell's Service Terms (www.dell.com/servicecontracts/global).

If this purchase includes software: in addition to the foregoing applicable terms, your use of the software is subject to the license terms accompanying the software, and in the absence of such terms, then use of the Dell-branded application software is subject to the Dell End User License Agreement - Type A (www.dell.com/AEULA) and use of the Dell-branded system software is subject to the Dell End User License Agreement - Type S (www.dell.com/SEULA).

You acknowledge having read and agree to be bound by the foregoing applicable terms in their entirety. Any terms and conditions set forth in your purchase order or any other correspondence that are in addition to, inconsistent or in conflict with, the foregoing applicable online terms will be of no force or effect unless specifically agreed to in a writing signed by Dell that expressly references such terms.

Additional Terms for Public Customers

If you are a department, agency, division, or office of any district, state, county or municipal government within the United States ("Public Customer"), the following terms ("Public Customer Terms") apply in addition to the foregoing terms: A. If any portion of the foregoing terms and conditions (or any terms referenced therein) is prohibited by law, such portion shall not apply to you. Notwithstanding anything to the contrary, the End User License Agreements shall take precedence in all conflicts relevant to your use of any software. B. By placing your order, you confirm that (1) you are a contracting officer or other authorized representative of Public Customer with authority to bind the Public Customer to these terms and conditions, and (2) you have read and agree to be bound by these terms and conditions.

Pricing, Taxes, and Additional Information

All product, pricing, and other information is valid for U.S. customers and U.S. addresses only, and is based on the latest information available and may be subject to change. Dell reserves the right to cancel quotes and orders arising from pricing or other errors. Sales tax on products shipped is based on your "Ship To" address, and for software downloads is based on your "Bill To" address. Please indicate any tax-exempt status on your PO, and fax your exemption certificate, including your Customer Number, to the Dell Tax Department at 800-433-9023. Please ensure that your tax-exemption certificate reflects the correct Dell entity name: Dell Marketing L.P. Note: All tax quoted above is an estimate; final taxes will be listed on the invoice. If you have any questions regarding tax please send an e-mail to Tax_Department@dell.com.

For certain products shipped to end-users in California, a State Environmental Fee will be applied to your invoice. Dell encourages customers to dispose of electronic equipment properly.

All information supplied to COUNTY OF HIDALGO for the purpose of this proposal is to be considered confidential information belonging to Dell.

About Dell

Dell Inc. listens to customers and delivers innovative technology and services they trust and value. Uniquely enabled by its direct business model, Dell is a leading global systems and services company and No. 34 on the Fortune 500. For more information, visit www.dell.com.

Privacy Policy

Dell respects your privacy. Across our business, around the world, Dell will collect, store, and use customer information only to support and enhance our relationship with your organization, for example, to process your purchase, provide service and support, and share product, service, and company news and offerings with you. Dell does not sell your personal information. For a complete statement of our Global Privacy Policy, please visit dell.com/privacy.

Requisition

Req # 00288086

PO #

Date: 11/18/15

Bill To: x
x

Vendor : 153915
CDW GOVERNMENT INC.
75 REMITTANCE DRIVE
SUITE 1515
CHICAGO IL 60675-1515

Ship To: INFORMATION TECHNOLOGY DEPARTMENT
100 E. CANO, 4TH FLOOR
EDINBURG TX 78540

Contact: EDNA KIRBY
956-292-7010

Contract No: TCPN R5106

Special Instructions:

QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
		TCPN R5106 QUOTE GPZX191		
		DO NOT DUPLICATE ORDER		
5.00	EACH	588564 STARTECH 7 PC. SCREWDRIVER KIT	13.26	66.30
1.00	EACH	2177946 STARTECH ESATA USB TO SATA HD DUP	60.95	60.95
1.00	EACH	3372069 STARTECH ESATA/USB 3.0 DUAL HDD/SDD	70.63	70.63
2.00	EACH	1821967 HP TONER 6K LJ 3015	146.51	293.02
1.00	EACH	2409598 STARTECH 1000FT BULK CAT5 SOLD CMR	108.52	108.52
2.00	EACH	162597 BELKIN 100PK RJ45 CONNECTORS	17.80	35.60
8.00	EACH	3296283 IOGEAR USB 3.0 UNIV DOCKING STATION	72.33	578.64
4.00	EACH	3458595 STARTECH PORTABLE USB 3.0 HUB W/ GBE	39.00	156.00
6.00	EACH	1975080 STARTECH MINI DISPLAYPORT HDMI	16.95	101.70
3.00	EACH	2385052 STARTECH 3FT USB TO RS232 D89 ADAPT	25.43	76.29
4.00	EACH	3732036 WD 2TB MY PASSPORT USB3 BLK	97.96	391.84
6.00	EACH	3719453 CASELOGIC INTRATA 11.6" LAPTOP BAG	17.05	102.30
5.00	EACH	588566 STARTECH 19PC PC SERVICE TOOL KIT	35.06	175.30
6.00	EACH	1031557 BELKIN 2M LC/LC OM3 50/125 FIBER	16.11	96.66
4.00	EACH	462066 BELKIN 10M LC/ST OM1 62.5/125 FIBER	20.34	81.36
1.00	EACH	2098624 HP LJ ENT P3015N PRINTER	339.56	339.56
		Account No	Encumbrance	
		5-1100-415-00-200-002-0-610	2,395.11	
		5-1100-415-00-200-002-0-660	339.56	
			Freight	.00
			Total	2,734.67
		REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233		

Authorized By: _____

CDW·G

CDWG.com | 800.594.4239

OE400SPS

SALES QUOTATION

Red. 288086

QUOTE NO.	ACCOUNT NO.	DATE
GPZX191	4180795	11/16/2015

BILL TO:
RENAN RAMIREZ
100 E CANO ST
4TH FL

Accounts Payable
EDINBURG , TX 78539-4582

Customer Phone #956.318.2151

SHIP TO:
HIDALGO COUNTY
Attention To: RENAN RAMIREZ
100 E CANO ST
4TH FL

EDINBURG , TX 78539-4582
Contact: PHILLIP
VEALE 956.292.7010

Customer P.O. # MISC QUOTE

ACCOUNT MANAGER	SHIPPING METHOD	TERMS	EXEMPTION CERTIFICATE
JUAN CAMARGO 866.405.6241	FEDEX Ground	MasterCard/Visa Govt	GOVT-EXEMPT

QTY	ITEM NO.	DESCRIPTION	UNIT PRICE	EXTENDED PRICE
5	588564	STARTECH 7 PC. SCREWDRIVER KIT Mfg#: CTK100P Contract: TCPN - Technology Solutions R5106 R5106	13.26	66.30
1	2177946	STARTECH ESATA USB TO SATA HD DUP Mfg#: SATDOCK22RE Contract: TCPN - Technology Solutions R5106 R5106	60.95	60.95
1	3372069	STARTECH ESATA/USB 3.0 DUAL HDD/SDD Mfg#: SDOCK2U33EB Contract: TCPN - Technology Solutions R5106 R5106	70.63	70.63
1	2098624	HP LJ ENT P3015N PRINTER Mfg#: CE527A#ABA Contract: TCPN - Technology Solutions R5106 R5106	339.56	339.56
2	1821967	HP TONER 6K LJ 3015 Mfg#: CE255A Contract: TCPN - Technology Solutions R5106 R5106	146.51	293.02
1	2409598	STARTECH 1000FT BULK CAT5 SOLD CMR Mfg#: WIRC5ECMR Contract: TCPN - Technology Solutions R5106 R5106	108.52	108.52
2	162597	BELKIN 100PK RJ45 CONNECTORS Mfg#: R6G088-R-100 Contract: TCPN - Technology Solutions R5106 R5106	17.80	35.60
8	3296283	IOGEAR USB 3.0 UNIV DOCKING STATION Mfg#: GUD300 Contract: TCPN - Technology Solutions R5106 R5106	72.33	578.64
4	3458595	STARTECH PORTABLE USB 3.0 HUB W/ GBE Mfg#: ST3300GU3B Contract: TCPN - Technology Solutions R5106 R5106	39.00	156.00
6	1975080	STARTECH MINI DISPLAYPORT HDMI Mfg#: MDP2HDMI Contract: TCPN - Technology Solutions R5106 R5106	16.95	101.70
3	2385052	STARTECH 3FT USB TO RS232 D89 ADAPT Mfg#: ICUSB232SM3 Contract: TCPN - Technology Solutions R5106 R5106	25.43	76.29
4	3732036	WD 2TB MY PASSPORT USB3 BLK Mfg#: WDBBKD0020BBK-NESN Contract: TCPN - Technology Solutions R5106 R5106	97.96	391.84
6	3719453	CASELOGIC INTRATA 11.6" LAPTOP BAG Mfg#: INT-111BLACK	17.05	102.30

		Contract: TCPN - Technology Solutions R5106 R5106		
5	588566	STARTECH 19PC PC SERVICE TOOL KIT Mfg#: CTK500 Contract: TCPN - Technology Solutions R5106 R5106	35.06	175.30
6	1031557	BELKIN 2M LC/LC OM3 50/125 FIBER Mfg#: F2F402LL-02M-G Contract: TCPN - Technology Solutions R5106 R5106	16.11	96.66
4	462066	BELKIN 10M LC/ST OM1 62.5/125 FIBER Mfg#: F2F202L0-10M Contract: TCPN - Technology Solutions R5106 R5106	20.34	81.36
		SUBTOTAL		2,734.67
		FREIGHT		0.00
		TAX		0.00
			US Currency	
			TOTAL	2,734.67

Please remit payment to:
CDW Government
75 Remittance Drive
Suite 1515
Chicago, IL 60675-1515

CDW Government
230 North Milwaukee Ave.
Vernon Hills, IL 60061

Fax: 312.705.6472

GD # 339.56

2395.11

This quote is subject to CDW's Terms and Conditions of Sales and Service Projects at
http://www.cdwg.com/content/terms-conditions/product-sales.aspx
For more information, contact a CDW account manager.

Requisition

Req # 00288089

PO #

Date: 11/18/15

Bill To: x
x

Vendor : 178136
DELL MARKETING L.P.
C/O DELL USA LP
P.O. BOX 676044
DALLAS TX 75267-6044
FAX (800)433-9527

Ship To: INFORMATION TECHNOLOGY DEPARTMENT
100 E. CANO, 4TH FLOOR
EDINBURG TX 78540

Contact: EDNA KIRBY
956-292-7010

Contract No: DIR-SDD-1951

Special Instructions:

QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
		DIR-SDD-1951 QUOTE 719161867		
		DO NOT DUPLICATE ORDER		
5.00	EACH	Aruba RAP-3WN - Wireless access point - 2.4 GHz (A6186316)	229.44	1,147.20
5.00	EACH	ArubaCare Next-Day Support extended service agreement - 1 year - shipment (A7678924)	11.80	59.00
5.00	EACH	Aruba Instant IAP-205 - Wireless access point - 802.11a/b/g/n/ac - Dual Band (A7994506)	540.56	2,702.80
5.00	EACH	ArubaCare Next-Day Support extended service agreement - 1 year - shipment (A8012114)	27.80	139.00
		Account No	Encumbrance	
		5-1100-415-00-200-002-0-336	4,048.00	
			Freight	.00
			Total	4,048.00
		REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233		

Authorized By: _____

QUOTATION

Quote #:	719161867
Customer #:	6545908
Contract #:	42AFU
CustomerAgreement #:	DIR-SDD-1951
Quote Date:	11/18/2015
Customer Name:	COUNTY OF HIDALGO

REQ. 288089

Date: 11/18/2015

Thanks for choosing Dell! Your quote is detailed below; please review the quote for product and informational accuracy. If you find errors or desire certain changes please contact your sales professional as soon as possible.

Sales Professional Information

SALES REP:	MARLENE S	**PHONE:**	1800 - 4563355
Email Address:	Marlene_S@Dell.com	**Phone Ext:**	80000

SOFTWARE & ACCESSORIES **GROUP TOTAL: $4,048.00**

Product	Quantity	Unit Price	Total
Aruba RAP-3WN - Wireless access point - 2.4 GHz (A6186316)	5	$229.44	$1,147.20
ArubaCare Next-Day Support extended service agreement - 1 year - shipment (A7678924)	5	$11.80	$59.00
Aruba Instant IAP-205 - Wireless access point - 802.11a/b/g/n/ac - Dual Band (A7994506)	5	$540.56	$2,702.80
ArubaCare Next-Day Support extended service agreement - 1 year - shipment (A8012114)	5	$27.80	$139.00

***Total Purchase Price:**	**$4,048.00**
Product Subtotal:	$4,048.00
Tax:	$0.00
Shipping & Handling:	$0.00
State Environmental Fee:	$0.00
Shipping Method:	LTL 5 DAY OR LESS
	(Amount denoted in $)*

Order this quote easily online through your Premier page, or if you do not have Premier, using Quote to Order

Statement of Conditions

The information in this document is believed to be accurate. However, Dell assumes no responsibility for inaccuracies, errors, or omissions, and shall not be liable for direct, indirect, special, incidental, or consequential damages resulting from any such error or omission. Dell is not responsible for pricing or other errors, and reserves the right to cancel orders arising from such errors.
Dell may make changes to this proposal including changes or updates to the products and services described, including pricing, without notice or obligation.

Terms of Sale

This quote is valid for 30 days unless otherwise stated. Unless you have a separate written agreement that specifically applies to this order, your order will be subject to and governed by the

(www.dell.com/CTS), which incorporate Dell's U.S. Return Policy (www.dell.com/returnpolicy) and Warranty (www.dell.com/warrantyterms).

If this purchase is intended for resale: Dell's Reseller Terms of Sale (www.dell.com/resellerterms).

If this purchase includes services: in addition to the foregoing applicable terms, Dell's Service Terms (www.dell.com/servicecontracts/global).

If this purchase includes software: in addition to the foregoing applicable terms, your use of the software is subject to the license terms accompanying the software, and in the absence of such terms, then use of the Dell-branded application software is subject to the Dell End User License Agreement - Type A (www.dell.com/AEULA) and use of the Dell-branded system software is subject to the Dell End User License Agreement - Type S (www.dell.com/SEULA).

You acknowledge having read and agree to be bound by the foregoing applicable terms in their entirety. Any terms and conditions set forth in your purchase order or any other correspondence that are in addition to, inconsistent or in conflict with, the foregoing applicable online terms will be of no force or effect unless specifically agreed to in a writing signed by Dell that expressly references such terms.

Additional Terms for Public Customers

If you are a department, agency, division, or office of any district, state, county or municipal government within the United States ("Public Customer"), the following terms ("Public Customer Terms") apply in addition to the foregoing terms: A. If any portion of the foregoing terms and conditions (or any terms referenced therein) is prohibited by law, such portion shall not apply to you. Notwithstanding anything to the contrary, the End User License Agreements shall take precedence in all conflicts relevant to your use of any software. B. By placing your order, you confirm that (1) you are a contracting officer or other authorized representative of Public Customer with authority to bind the Public Customer to these terms and conditions, and (2) you have read and agree to be bound by these terms and conditions.

Pricing, Taxes, and Additional Information

All product, pricing, and other information is valid for U.S. customers and U.S. addresses only, and is based on the latest information available and may be subject to change. Dell reserves the right to cancel quotes and orders arising from pricing or other errors. Sales tax on products shipped is based on your "Ship To" address, and for software downloads is based on your "Bill To" address. Please indicate any tax-exempt status on your PO, and fax your exemption certificate, including your Customer Number, to the Dell Tax Department at 800-433-9023. Please ensure that your tax-exemption certificate reflects the correct Dell entity name: Dell Marketing L.P. Note: All tax quoted above is an estimate; final taxes will be listed on the invoice. If you have any questions regarding tax please send an e-mail to Tax_Department@dell.com.

For certain products shipped to end-users in California, a State Environmental Fee will be applied to your invoice. Dell encourages customers to dispose of electronic equipment properly.

All information supplied to TX COUNTY OF HIDALGO for the purpose of this proposal is to be considered confidential information belonging to Dell.

About Dell

Dell Inc. listens to customers and delivers innovative technology and services they trust and value. Uniquely enabled by its direct business model, Dell is a leading global systems and services company and No. 34 on the Fortune 500. For more information, visit www.dell.com.

Privacy Policy

Dell respects your privacy. Across our business, around the world, Dell will collect, store, and use customer information only to support and enhance our relationship with your organization, for example, to process your purchase, provide service and support, and share product, service, and company news and offerings with you. Dell does not sell your personal information. For a complete statement of our Global Privacy Policy, please visit dell.com/privacy.

Requisition

Req # 00288091

PO #

Date: 11/18/15

Bill To: x
x

Vendor : 403709
AL3 ENTERPRISES, LLC
D/B/A STARR TELECOM
304 W. VETERANS BLVD
PALMVIEW TX 78572
FAX (956)519-7859

Ship To: INFORMATION TECHNOLOGY DEPARTMENT
100 E. CANO, 4TH FLOOR
EDINBURG TX 78540

Contact: EDNA KIRBY
956-292-7010

Contract No: BUYBOARD 493-15

Special Instructions:

QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
		BUYBOARD 493-15 ESTIMATE 5703		
		DO NOT DUPLICATE ORDER		
1.00		CCTVC5EDDP200FT CAT 5E LEVINTON DATA DROP PLENUM 200FT		.00
1.00		(EMTFLEX1/2-10FT) CADDY EMT 1/2" FLEX 10 SECTION CONDUIT		.00
1.00		(EMTCON-SGLGNGB) EMT SINGLE GANG HANDY BOX		.00
1.00		(OMI) FIRE WALL PENETRATION		.00
1.00		(OMI) MISC J-HOOK WALL HANGERS		.00
1.00		LABOR RATE PER TECHNICIAN FOR INSTALLATION OF EQUIPMENT		.00
		Account No	Encumbrance	
			Freight	.00
			Total	.00
		REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233		

Authorized By: _____

AL3 ENTERPRISES, LLC.
DBA STARR TELECOM

304 W. Veterans Blvd.
Palmview, TX 78572

Estimate

Date	Estimate #
11/16/2015	5703

Name / Address	Ship To / Location
HIDALGO COUNTY 100 N CLOSNER 1ST FLOOR EDINBURG, TEXAS 78539	EXTENSION SERVICE BUY BOARD CO# 493-15

REQ. 288091

Project

Description	Qty	Cost	Total
CCTVC5EDDP200FT CAT 5E LEVINTON DATA DROP PLENUM 200FT	20	155.00	3,100.00
(EMTFLEX1/2-10FT) CADDY EMT 1/2" FLEX 10 SECTION CONDUIT	20	14.00	280.00
(EMTCON-SGLGNGB) EMT SINGLE GANG HANDY BOX	20	8.00	160.00
(OMI) FIRE WALL PENETRATION	20	45.00	900.00
(OMI) MISC J-HOOK WALL HANGERS	100	3.75	375.00
LABOR RATE PER TECHNICIAN FOR INSTALLATION OF EQUIPMENT	6	85.50	513.00

ANY QUESTIONS FEEL FREE TO CALL THE OFFICE AT(956)580-1333

Subtotal	$5,328.00
Sales Tax (8.25%)	$0.00
Total	$5,328.00

Phone #	Fax #	E-mail
956.580.1333	956.519.7859	ste@starrtelecom.com

THE CONTENTS ON THIS ESTIMATE ARE PROPERTY OF STARR TELECOM AND ARE CONFIDENTIAL, AND ARE INTENTED SOLELY FOR THE INDIVIDUALS TO WHOM THIS ESTIMATE IS ADDRESSED

Customer Signature _____

Requisition

Req # 00288077

PO #

Date: 11/18/15

Bill To: x
x

Vendor : 153915
CDW GOVERNMENT INC.
75 REMITTANCE DRIVE
SUITE 1515
CHICAGO IL 60675-1515

Ship To: INFORMATION TECHNOLOGY DEPARTMENT
100 E. CANO, 4TH FLOOR
EDINBURG TX 78540

Contact: EDNA KIRBY
956-292-7010

Contract No: DIR-TSO-2661

Special Instructions:

QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
		DIR-TSO-2661 QUOTE GPZW968		
		DO NOT DUPLICATE ORDER		
24.00	EACH	521948 NETGEAR AGM731F 1000BASE-SX-MMF MOD	137.60	3,302.40
1.00		3027596 NETGEAR PROSAFE 48PT GBIT SMART SWCH		.00
		Account No	Encumbrance	
			Freight	.00
			Total	3,302.40
		REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233		

Authorized By: _____

CDW·G

CDWG.com | 800.594.4239

OE400SPS

SALES QUOTATION

QUOTE NO.	ACCOUNT NO.	DATE
GPZW968	4180795	11/16/2015

BILL TO:
RENAN RAMIREZ
100 E CANO ST
4TH FL

Accounts Payable
EDINBURG , TX 78539-4582

Customer Phone #956.318.2151

SHIP TO:
HIDALGO COUNTY
Attention To: RENAN RAMIREZ
100 E CANO ST
4TH FL

EDINBURG , TX 78539-4582
Contact: PHILLIP
VEALE 956.292.7010

Customer P.O. # NETGEAR QUOTE

REQ. 288071

ACCOUNT MANAGER	SHIPPING METHOD	TERMS	EXEMPTION CERTIFICATE
JUAN CAMARGO 866.405.6241	FEDEX Ground	MasterCard/Visa Govt	GOVT-EXEMPT

QTY	ITEM NO.	DESCRIPTION	UNIT PRICE	EXTENDED PRICE
24	3027596	NETGEAR PROSAFE 48PT GBIT SMART SWCH Mfg#: GS752TP-100NAS Contract: Texas Netgear Networking DIR-TSO-2661 DIR-TSO-2661	695.75	16,698.00
24	521948	NETGEAR AGM731F 1000BASE-SX-MMF MOD Mfg#: AGM731F Contract: Texas Netgear Networking DIR-TSO-2661 DIR-TSO-2661	137.60	3,302.40
		SUBTOTAL		20,000.40
		FREIGHT		0.00
		TAX		0.00

US Currency

TOTAL ➧ 20,000.40

CDW Government
230 North Milwaukee Ave.
Vernon Hills, IL 60061

Fax: 312.705.6472

Please remit payment to:
CDW Government
75 Remittance Drive
Suite 1515
Chicago, IL 60675-1515

This quote is subject to CDW's Terms and Conditions of Sales and Service Projects at
http://www.cdwg.com/content/terms-conditions/product-sales.aspx
For more information, contact a CDW account manager.

Requisition

Req # 00288081

PO #

Date: 11/18/15

Bill To: x
x

Vendor : 271152
INSIGHT
6820 S. HARL DRIVE
TEMPE AZ 85283

Ship To: INFORMATION TECHNOLOGY DEPARTMENT
100 E. CANO, 4TH FLOOR
EDINBURG TX 78540

Contact: EDNA KIRBY
956-292-7010

Contract No: -

Special Instructions:

QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
		DIR-TSO-2542		
		DO NOT DUPLICATE ORDER		
9.00	EACH	GLC-SX-MMD= 1000BASE-SX SFP transceiver module	275.00	2,475.00
1.00		WS-C2960XR-48LPD-I Catalyst 2960-XR 48 GigE PoE 370W, 2 x 10G SFP+, IP Lite		.00
1.00		CON-SNT-W296X48L SMARTNET 8X5XNBD Catalyst 2960-XR 48 GigE PoE 370W, 2 x 1		.00
		Account No	Encumbrance	
			Freight	.00
			Total	2,475.00
		REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233		

Authorized By: _____

REQ. 288 081

Insight Public Sector
6820 South Harl Avenue
Tempe, A 85283

Account Exec : Steve Capps
956-661-5878
Steven.Capps@insight.com

Associate AE: Jason Sawyers
Phone: 480-366-7154
Fax: 480-760-6232
jsawyers@insight.com

Insight

Insight DIR Dept. of Information Resources PUBLIC SECTOR DIR-TSO-2542

Cisco 2960XR Switch
DIR Contract#_____DIR-TSO-2542_____

Sales Quote:
Date:
Buyer: County of Hidalgo
Name: Juan DeLeon
Phone: 956-292-7010
Email: juan@co.hidalgo.tx.us

Part Number	Description	Quantity	List Price	Discount	Unit Price	Extended Price
WS-C2960XR-48LPD-I	Catalyst 2960-XR 48 GigE PoE 370W, 2 x 10G SFP+, IP Lite	9	$ 10,095.00	58.00%	$ 4,239.90	$ 38,159.10
CON-SNT-W296X48L	SMARTNET 8X5XNBD Catalyst 2960-XR 48 GigE PoE 370W, 2 x 1	9	$ 636.00	18.00%	$ 521.52	$ 4,693.68
CAB-TA-NA	North America AC Type A Power Cable	9	$ -	58.00%	$ -	$ -
			$ -	58.00%	$ -	$ -
GLC-SX-MMD=	1000BASE-SX SFP transceiver module	9	$ 500.00	45.00%	$ 275.00	$ 2,475.00
			$ -	58.00%	$ -	$ -
			$ -	58.00%	$ -	$ -
			$ -	58.00%	$ -	$ -

Sales Quote is valid for 30 days

TOTAL $45,327.78

TERMS AND CONDITIONS

Transaction is governed by the applicable contract between Insight Public Sector and the Texas Department of Information Resources
Pursuant to that contract, the warranties and disclaimers located at the following URL apply to this transaction: www.insight.com/pages/legal.web#

The above referenced contract and warranties and disclaimers are hereby incorporated herein by this reference.
INSIGHT PUBLIC SECTOR SPECIFICALLY OBJECTS TO ANY ADDITIONAL TERMS BEING ADDED THROUGH A PURCHASE ORDER OR OTHER SIMILAR DOCUMENT OR COMMUNICATION (A 'PURCHASE ORDER'). BY ORDERING ANY OF THE ITEMS IDENTIFIED HEREIN, CUSTOMER AGREES THAT ANY ADDITIONAL TERMS CONTAINED IN A PURCHASE ORDER SHALL NOT BECOME PART OF THE AGREEMENT BETWEEN THE PARTIES AND SPECIFICALLY THAT THE TERMS AND CONDITIONS CONTAINED

Requisition

Req # 00287776

PO #

Date: 11/10/15

Bill To: x
x

Vendor : 430919
DIEM TECHNOLOGIES, INC.
1227 WEST CAMPBELL ROAD, STE 301
RICHARDSON TX 75080-2970
FAX (972)421-4330

Ship To: INFORMATION TECHNOLOGY DEPARTMENT
100 E. CANO, 4TH FLOOR
EDINBURG TX 78540

Contact: EDNA KIRBY
956-292-7010

Contract No:

Special Instructions:

QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
		CONTROL# OKGGPA0003CD DO NOT DUPLICATE ORDER		
16.00	EACH	RIGHT FAX FOIP UPGRADE TO EXISTING DOCUMENT DELIVERY CHANNELS	550.00	8,800.00
1.00	EACH	SPECIAL PLATINUM PREMIER PARTNER DISCOUNT	-440.00	-440.00
1.00	EACH	RIGHTFAX INCREMENTAL SUPPORT ON 16 FOIP ENABLED CHANNELS TO INTERGRATE WITH SHORE TEL SYSTEM. CO TERMED TO EXPIRE WITH EXISTING PLAN 2/24/16 ADDITION TO NEX YEARS RENEWAL WILL BE $1760	733.33	733.33
1.00	EACH	DIEM REMOTE DIAL-IN PROFESSIONAL SERVICES TO INSTALL RIGHTFAX 10.6 CLEAN IN VM. CONFIGURE FOIP CHANNELS TO TALK TO SHORE TEL 14.2. MIGRATE 10.5 FP1 SR4 DATA OVER. INCLUDES PRE-INSTALLAION PLANNING.	2,250.00	2,250.00
1.00	EACH	AFTER HOURS OR WEEKEND SERVICES FEE. NOTE: THIS FEE WILL NOT BE INVOICED IF THIS SERVICE IS NOT REQUIRED.	750.00	750.00
		Account No	Encumbrance	
		5-1100-415-00-200-002-0-336	12,093.33	
			Freight	.00
			Total	12,093.33
		REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233		

Authorized By: _____

RightFax FOIP Proposal

REQ. 289776

Hildalgo County
Noah Lopez
100 N. Closner
Edinburg, TX 78539

956-292-7000 ext 6015
noah.lopez@co.hidalgo.tx.us

Diem Technologies
1227 W. Campbell, Suite 301
Richardson, Texas 75080
www.diem.com
972-421-4300 FAX 972-421-4330

Date:	10/7/2015
Control #:	OKGGPA0003CD
Salesperson:	Michelle Enderson
Rev	1/11/12
Cust Dept :	
Cust PO #:	
Payment Terms:	Net 30*
Total Sale:	**$12,093.33**

Prices Valid for 30 Days

This proposal does NOT include sales tax. Applicable sales tax will be added to the actual invoice.

A PRODUCT ORDER WILL NOT BE PLACED UNTIL CUSTOMER RETURNS TO DIEM (1) A VALID CUSTOMER PO FORM / NUMBER, OR (2) AN EXECUTED DIEM PO WAIVER FORM RELATED TO THE GOODS AND SERVICES COVERED

Diem proposals do NOT include any computers or servers.

Software / Hardware

#	Description	Qty.	Amount	Total
1	**RightFax Server SUID: 83663-12108**			
2	RightFax FOIP Upgrade to existing document delivery channels	16	$550.00	$8,800.00
Software / Hardware Subtotal				$8,800.00
Discount Amount				
1	Special Platinum Premier Partner Discount			($440.00)
Total Software / Hardware				$8,360.00

Maintenance & Support Agreements

#	Description	Qty.	Amount	Total
1	RightFax incremental support on 16 FOIP enabled channels to integrate with ShoreTel system. Co-termed to expire with existing plan 2/24/16 - Addition to next years renewal will be $1760	1	$733.33	$733.33
2	**Note: The Diem Support Agreements quoted above are premium plans exclusively offered by Diem Technologies**			
Total Software Maintenance & Support Agreements				$733.33

Professional Fees

In the event the Customer has scheduled a Diem technician to perform on-site professional services (outside of the DFW metroplex) and the Customer is unable (for any reason) to allow the on-site Diem technician to perform the agreed upon services that day, Customer will be charged an additional $2,500 daily professional services fee plus an additional $350 per diem.

If an installation is originally scheduled or subsequently delayed by the customer (for any reason) to begin anytime Monday through Thursday between 5:00 p.m. and 5:00 a.m., or anytime from 5:00 p.m. on Friday through 5:00 a.m. Monday morning, there will be an additional one-time after hours charge of $750.

#	Description	Hours/Units	Rate	Total
1	Diem remote dial-in professional services to install RightFax 10.6 clean in VM. Configure FOIP channels to talk to ShoreTel 14.2. Migrate 10.5 FP1 SR4 data over. Includes pre-installation planning.	1.00	$2,250.00	$2,250.00
2	After hours or weekend services fee. **Note:** This fee will not be invoiced if this service is not required	1.00	$750.00	$750.00

RightFax FOIP Proposal

Hildalgo County
Noah Lopez
100 N. Closner
Edinburg, TX 78539

956-292-7000 ext 6015
noah.lopez@co.hidalgo.tx.us

Diem Technologies
1227 W. Campbell, Suite 301
Richardson, Texas 75080
www.diem.com
972-421-4300 FAX 972-421-4330

Date:	10/7/2015
Control #:	OKGGPA0003CD
Salesperson:	Michelle Enderson

Rev
1/11/12

Cust Dept :	
Cust PO #:	
Payment Terms:	Net 30*
Total Sale:	**$12,093.33**

Prices Valid for 30 Days
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Total Professional Fees	$3,000.00
TOTAL SALE	**$12,093.33**
PAYMENT TERMS:	**Net 30***

* Regardless of terms listed above, payment terms for new customers are Due Upon Receipt. Once customers establish a credit history with Diem or submit a New Customer Form and meet minimum D&B credit ratings, net terms may be approved.

GENERAL TERMS AND CONDITIONS

DIEM does not warrant the usability, functionality, or reliability of any software or hardware product. It is expressly understood that the sole warranty, express or implied, for the software and hardware products purchased from DIEM are the Manufacturer's Warranty. Purchaser hereby acknowledges and accepts the License Agreement(s), Manufacturer's Warranty and return policies related to the products purchased from DIEM. Purchaser has performed its own due diligence related to the purported functionality and reliability of the software and/or hardware products purchased from DIEM and assumes sole responsibility for any and all purchase decisions made.

Any and all product returns must (1) be shipped pre-paid with the appropriate insurance, (2) include all original packaging, materials, and products in like-new condition, (3) include any manufacturer (NOT Diem) required RMA number, and (4) be received by the manufacturer (NOT Diem) within 30 days of shipment. All Captaris products are subject to a 20% restocking fee if returned and received by Captaris with an appropriate RMA number within 30 days after shipment. If the seal on the outside of the Brooktrout board box is broken, it CANNOT be returned for a refund. All Diem sales are final 30 days from the date of shipment.

Ownership of the products detailed herein does not pass to Purchaser until payment-in-full has been made to Diem. Accordingly, in the event Purchaser fails to make payment-in-full for the products in compliance with the terms provided for herein, Diem shall send a late notice attention of "Accounts Payable" by certified U.S. Mail to the address listed herein no later than 45 days after the expiration of the payment terms herein. In the event the Purchaser has not made payment-in-full on or before the 65th day after the expiration of the terms herein, Purchaser thereby waives any right to additional payment demand notice by Diem and specifically agrees to allow and/or provide a Diem representative access to the Purchaser's premises (or any other actual location of the products detailed herein) during normal business hours to retrieve the related products.

Any and all "Custom Programs" developed by DIEM on behalf of Purchaser shall be governed by a separate Statement of Work (SOW), and unless otherwise noted, shall be the property and sole responsibility of the Purchaser. Upon signoff of a Final Acceptance Test (FAT) by Purchaser, (1) DIEM shall provide Purchaser with the source code for said Custom Program, and (2) Purchaser assumes sole responsibility for any future trouble-shooting, maintenance, and/or modification to said Custom Program . DIEM hereby specifically reserves the unlimited right to reuse any and all code developed for Purchaser in any other Custom Program developed for any of its other customers. DIEM does not warrant the usability, functionality, or reliability of any Custom Program.

Purchaser assumes sole responsibility for the installation/setup of the software and/or hardware related to any order placed with DIEM unless DIEM has been specifically engaged (and compensated) to perform such services. DIEM strongly recommends that Purchaser engage the services of a professional to assist with the deployment of any and all products purchased from DIEM. In the event DIEM is specifically engaged (and compensated) to perform installation/setup services, DIEM shall use its best efforts to install/setup the software and/or hardware related to this order according to the manufacturer's recommendations.

Purchaser acknowledges that the written and verbal installation/setup instructions of commercial software and hardware manufacturers are not 100% reliable. Finally, Purchaser acknowledges that its office environment, business practices, software and hardware reliability, and user skill levels play a significant role in the successful deployment of any contemplated technology solution.

In no event shall DIEM be liable for any costs of procurement of substitute and/or additional goods or services (e.g. Line Conditioners, Testing Equipment...), or indirect, special, or consequential damages such as loss of data, loss of anticipated profits, or any other economic loss in connection with or otherwise arising out of the existence, furnishing, function, failure or Purchaser's use of any product or services purchased from DIEM, even if DIEM was aware of the possibilities of such damages.

Any and all installation, trouble-shooting, consultation, or other services ("Additional Services") performed by DIEM for Purchaser which are not specifically delineated and charged via an accepted Proposal and/or SOW shall be billable at DIEM's standard billing rates. In the event that DIEM consultants are

RightFax FOIP Proposal

Hildalgo County
Noah Lopez
100 N. Closner
Edinburg, TX 78539

956-292-7000 ext 6015
noah.lopez@co.hidalgo.tx.us

Diem Technologies
1227 W. Campbell, Suite 301
Richardson, Texas 75080
www.diem.com
972-421-4300 FAX 972-421-4330

Date:	10/7/2015
Control #:	OKGGPA0003CD
Salesperson:	Michelle Enderson
Rev	1/11/12
Cust Dept :	
Cust PO #:	
Payment Terms:	Net 30*
Total Sale:	**$12,093.33**

Prices Valid for 30 Days

This proposal does NOT include sales tax. Applicable sales tax will be added to the actual invoice.

A PRODUCT ORDER WILL NOT BE PLACED UNTIL CUSTOMER RETURNS TO DIEM (1) A VALID CUSTOMER PO FORM / NUMBER, OR (2) AN EXECUTED DIEM PO WAIVER FORM RELATED TO THE GOODS AND SERVICES COVERED

Diem proposals do NOT include any computers or servers.

required to travel outside of the immediate Dallas/Fort Worth area to perform Additional Services, Purchaser hereby agrees to pay for round-trip, non-stop coach airline tickets, per diem, hotel (if necessary), and local transportation expenses associated with such Additional Services.

ACCEPTANCE: Purchaser's (A) execution of this Proposal or any release or revision hereto (collectively the "Proposal"), (B) issuance of a Purchase Order for the goods and/or services covered hereunder, or (C) acceptance of the goods and/or services covered hereunder, whichever occurs first, shall be deemed Purchaser's acceptance of the Proposal . Purchaser's acceptance is limited to acceptance of the express terms of the Proposal and does not include any additional or different terms proposed by Purchaser to vary the terms hereof. Any additional or different terms in the Purchaser's form are hereby deemed to be material alterations and notice of objection to them and rejection of them is hereby given.

ACCEPTED AND AGREED

Name _____ Date _____ Title _____

Dynamic Solutions Group, Inc.
Phone: 952-224-3340
Fax: 952-224-3343
11975 Portland Avenue, Suite 110
Burnsville, MN 55337

Prepared for:

Noah Lopez
Hidalgo County
100 S. Closner
Edinburg, TX 78539 U.S.A.

Prepared by:

Zack Reilly
Account No.: 5946
Quote No. 10508

Date: 10/29/2015

Quantity	Item ID	Description	Sell	Total
16	S-CPRFPGDDCFOIPU	FoIP Enable an Existing RightFax Document Delivery Channel	$495.00	$7,920.00
1	Dynamic Solutions Group SILVER Support Plan	The Fax Guys Silver Support Plan M-F, 8-5, One Year Duration *** Prorated to expire with 2/23/16 renewal** **** Full year of maintenance on these components is: $1,760**	$587.00	$587.00
1	DSG-CS1000	The Fax Guys Installation/Configuration and RightFax Review *** Written SOW** **Remote Installation Includes:** *** Installation/configuration of RightFax 10.6 FP2 in parallel** *** Installation/configuration of FoIP** *** Installation/configuration of users/settings/modules** *** Testing** *** Includes (1) after hours cut over (Monday -Thursday)** *** All additional cut overs will be handled on a time and materials basis**	$2,640.00	$2,640.00

Quote Total: **$11,147.00**

Prices are firm until 11/28/2015 and do not include any applicable sales tax and/or shipping charges.

Quoted by: Zack Reilly, zreilly@thefaxguys.com **Date:** 10/29/2015

Disclaimer

Dynamic Solutions Group, Inc. is pleased to submit the above quotation for your approval. Should you place an order, be assured it will receive prompt attention. This quotation is valid for 30 days. Thereafter, it is subject to change without notice. Note: Credit Card orders are limited to $5,000. To pay via Credit Card, please contact our office at 952-224-3340 and speak with an Accounting Representative.

Dynamic Solutions Group, Inc. (DSGI) General Terms and Conditions:

DSGI does not warrant the usability, functionality or reliability of any software or hardware product. It is expressly understood that the sole warranty, express or implied, for the software and hardware products purchased from DSGI are the Manufacturer's Warranty. Purchaser hereby acknowledges and accepts the License Agreement(s), Manufacturer's Warranty and Return Policies related to the products purchased from DSGI. Purchaser has performed its own due diligence related to the purported functionality and reliability of the software and/or hardware products purchased from DSGI and assumes sole responsibillity for any and all purchase decisions made.

Any and all product returns must (1) be shipped pre-paid with the appropriate insurance, (2) include all original packaging, materials, and products in like-new condition, (3) include any manufacturer (NOT Dynamic Solutions Group, Inc.) required RMA number, and (4) be received by the manufacturer (NOT Dynamic Solutions Group, Inc.) within 30 days of shipment. All OpenText products are subject to a 20% restocking fee if returned and received by OpenText with an appropriate RMA number within 30 days after shipment. If the seal on the outside of the Brooktrout board box is broken, it CANNOT be returned for a refund. All DSGI sales are final 30 days from the date of shipment.

Purchaser assumes sole responsibility for the installation/setup of the software and/or hardware related to any order placed with DSGI. unless DSGI has been specifically engaged (and compensated) to perform such services. DSGI strongly recommends that Purchaser engage the services of a professional to assist with the deployment of any and all products purchased from DSGI. In the event DSGI is specifically engaged (and compensated) to perform installation/setup services, DSGI shall use its best efforts to install/setup the software and/or hardware related to this order according to the manufacturer's recommendations.

Purchaser acknowledges that the written and verbal installation/setup instructions of commercial software and hardware manufacturers are not 100% reliable. Finally, Purchaser acknowledges that its office environment, business practices, software and hardware reliability, and user skill levels play a significant role in the successful deployment of any contemplated technology solution.

Any and all "Custom Programs" developed by DSGI on behalf of Purchaser shall be governed by a separate Statement of Work (SOW), and unless otherwise noted, shall be the property and sole responsibility of the Purchaser. Upon signoff of a Final Acceptance Test (FAT) by Purchaser, the Purchaser assumes sole responsibility for any future trouble-shooting, maintenance, and/or modification to said Custom Program . DSGI hereby specifically reserves the unlimited right to reuse any and all code developed for Purchaser in any other Custom Program developed for any of its other customers. DSGI does not warrant the usability, functionality, or reliability of any Custom Program.

Ownership of the products detailed herein does not pass to Purchaser until payment-in-full has been made to DSGI. Accordingly, in the event Purchaser fails to make payment-in-full for the products in compliance with the terms provided for herein; DSGI shall send a late notice attention of "Accounts Payable" by certified U.S. Mail to the address listed herein no later than 45 days after the expiration of the payment terms herein. In the event the Purchaser has not made payment-in-full on or before the 65th day after the expiration of the terms herein, Purchaser thereby waives any right to additional payment demand notice by Dynamic Solutions Group, Inc. and specifically agrees to allow and/or provide a DSGI representative access to the Purchaser's premises (or any other actual location of the products detailed herein) during normal business hours to retrieve the related products.

In no event shall DSGI be liable for any costs of procurement of substitute and/or additional goods or services (e.g. Line Conditioners, Testing Equipment, and so on), or indirect, special, or consequential damages such as loss of data, loss of anticipated profits, or any other economic loss in connection with or otherwise arising out of the existence, furnishing, function, failure or Purchaser's use of any product or services purchased from DSGI, even if DSGI was aware of the possibilities of such damages.

Any and all installation, trouble-shooting, consultation, or other services ("Additional Services") performed by DSGI for Purchaser which are not specifically delineated and charged via an accepted Quote/Proposal and/or SOW shall be billable at DSGI's standard billing rates. In the event that DSGI consultants are required to travel outside of the immediate Minneapolis / St Paul area to perform Additional Services, Purchaser hereby agrees to pay for all applicable travel charges (including, but not limited to round-trip, non-stop coach airline tickets, hotel and local transportation expenses) associated with such Additional Services.

ACCEPTANCE: Purchaser's (A) execution of this Proposal or any release or revision hereto (collectively the "Proposal"), (B) issuance of a Purchase Order for the goods and/or services covered hereunder, or (C) acceptance of the goods and/or services covered hereunder, whichever occurs first, shall be deemed Purchaser's acceptance of the Proposal . Purchaser's acceptance is limited to acceptance of the express terms of the Proposal and does not include any additional or different terms proposed by Purchaser to vary the terms hereof. Any additional or different terms in the Purchaser's form are hereby deemed to be material alterations and notice of objection to them and rejection of them is hereby given.

Accepted by: _____ **Date:**_____

11975 Portland Avenue, Suite 110, Burnsville MN 55337
952.224.3340 ph 952.224.3343 fx

Integration with Microsoft Exchange 2007 / Exchange 2010

If you uninstall the RightFax Connector for Exchange 2007/2010 servers at any point, a reboot may be required and is recommended.

The RightFax Connector for Microsoft Exchange supports:

- Exchange Server 2007
- Exchange Server 2010
- Exchange Server 2010 Unified Messaging
- Exchange Server 2013

Note: Microsoft Exchange Server **must be** installed on **Windows Server 2008, 2008R2, 2012,** or **2012R2**, and **requires a 64-bit processor platform**.

As of RightFax 10.0 – RightFax Exchange Connector integration with Exchange 2003 is no longer supported.

RightFax Shared Service / Collective Requirements

If you are utilizing the RightFax Shared Service Module (RightFax Collective) it is required that the RightFax image directory be shared between all collective servers (up to 12 servers). If you share the image directory off one RightFax server to the other if the main server is down the entire RightFax application will be down. Likewise the SQL server must on a separate server to enable the SQL database to be available to RightFax if either node is down.

Load Balancer Ports – these ports must be open for the collective to function properly

FaxUtil	10520 & 10521
EFM	10520, 10521 & 445
WebAccess	80
LPR printing	515
SMB	445

RightFax Client Requirements

RightFax 10.6 Server will support RightFax Client versions 10.0, 10.5, & 10.6.

RightFax Enterprise Fax Manager

RightFax EFM 9.4 client or earlier, will not work with RightFax Server 10.6. You must install the new 10.0 or newer EFM client.

Fax Transmission

RightFax 10.6 supports only the following technologies for transmitting and receiving faxes. Other board types or 3rd party board/ SR140 emulation technologies are not supported.

- Dialogic Embedded SR140
- Dialogic Brooktrout TR 1034 series fax boards
- Dialogic Brooktrout TruFax (RoHS Compliant) series fax boards
- RightFax Connect Hybrid Faxing

Note: RightFax Embedded SR140 and Dialogic Fax boards cannot run on the same RightFax DocTransport server.

Note: Customers with Legacy (pre-RightFax 10.0) SR140 software may continue to use that legacy software with RightFax 10.6. If the customer adds any additional FoIP channels to their RightFax 10.6 system, OpenText will upgrade the Legacy SR140 licenses to Embedded SR140 licenses at no charge.

Terminal Services

For Remote access or terminal services, RightFax 10.6 supports the following products:

- Windows 2008
- Windows 2008 R2
- Windows 2012
- Citrix XenApp Client

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952-224-3340 ph 952-224-3343 fx

Supported Client Operating Systems

RightFax 10 desktop clients will run on the following desktop operating systems

- Windows 7 x86 and x64
- Windows Vista Business, x86 and x64 versions
- Windows Vista Enterprise, x86 and x64 versions
- Windows Vista Ultimate, x86 and x64 versions
- Windows 8 x86 and x64 versions

Internet Browser Requirement

Internet Explorer 8 or later is required for RightFax Web applications. The RightFax Web Client HTML-based browser client is supported for use with other web browsers, such as Google Chrome, Mozilla Firefox and Apple Safari, running on Windows or Apple OS operating systems.

Microsoft Outlook

RightFax 10.6 supports the following versions of Microsoft Outlook.

- Outlook 2010
- Outlook 2007
- Outlook 2013

Microsoft SharePoint Server

RightFax supports Microsoft SharePoint Connector 2013, 2010 or 2007 x64 only.

Quality of Service

In large enterprise environments, our best practices dictate that quality of service (QOS) be utilized to provide the Fax over IP (FoIP) priority. In Windows 2003, this was done through the Brooktrout SR-140 GUI interface. In Windows 2008, this configuration was moved from the application to the Operating System and is handled via Group Policy.

IBM Lotus Domino

RightFax 10.6 supports:

- Lotus Domino Server R7, R8, R8.5, R8.5.1, R8.5.2, and R8.5.3
- Lotus Notes R7, R8, R8.5, R8.5.1, R8.5.2, and R8.5.3

IBM Lotus Domino Web Access (iNotes)

- Lotus Domino Web Access 8

Microsoft Internet Information Services (IIS)

The following RightFax Web applications support Microsoft Internet Information Services (IIS) versions 6.0 SP2 or later, IIS 7, or IIS 7.5

- RightFax Certified Delivery (requires the RightFax SecureDocs Module)
- Enterprise Fax Manager Web Edition
- RightFax Web Access (WebUtil), a full-featured browser-based version of FaxUtil
- RightFax SOAP Server (requires SOAP client)
- RightFax Web Client, a browser-based client with basic faxing functionality, compliant with U.S. Section 508 accessibility guidelines
- RightFax SharePioint Web Services (requires SharePoint)
- RightFax Server Status Dashboard, a brower-based tool for viewing the server statistics

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RightFax 10.6 Installation Requirements / Best Practices

Fax Server Requirements

This version of the RightFax server can be installed and run only on computers running the following operating systems:

Server Operating System

- Windows Server 2008 R2, Standard Edition x64, Enterprise Edition x64
- Windows Server 2008, Standard Edition x64 or x86 & 2008 Enterprise Edition x64 or x86
- Windows Server 2012 and 2012 R2 Standard & Enterprise x64 & 2012 Datacenter x64

Windows Clustering

- Microsoft Windows Server 2008 & Windows Server 2008 R2 Failover Clustering services are supported.

Recommended Hardware Requirements:

- Computer/processor: 3.6 GHz Intel Xeon, Core or Pentium, or compatible CPU
- Memory: 2 GB RAM
- Hard disk: 40 GB free space. Installed programs require 1.2 GB*
- Display: SVGA (1024 x 768) or higher resolution monitor
- Keyboard: Keyboard and mouse

  *Hard disk minimum requirements do not include space for storage of document images. To calculate needed disk space, Open Text recommends using an estimate of 35kb per page.

- Full Length PCI slot available for Brooktrout Fax card if using physical card
- PCI Express Brooktrout Fax cards require a PCIE compatible slot

Database Requirements

RightFax 10.6 ships with a copy of the SQL 2012 Express database provided by Microsoft. If you are considering RightFax as an enterprise application, we recommend using MS SQL 2005 (Standard, Enterprise) or MS SQL 2008/2008 R2 (Standard, Enterprise) or MS SQL 2012 (Express, Standard, Enterprise). The SQL Express database will support approximately 1,000,000 fax records. These records could be individual faxes or history / routing records in the database.

New installation permissions
During new server installations, Setup prompts for two SQL accounts. The first is used by Setup to execute SQL create statements during the creation of the RightFax database. This account is required only for Setup and is neither saved nor used by RightFax. The SQL permissions required for this account are provided below.
Create database
Create table
Create procedure
Create view
Create rule
Create default
The second account is used by and during Setup to run SQL stored procedures and subsequently by RightFax services requiring a SQL connection.

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Normal operation of RightFax
The RightFax Database Module, DocTransport Module, Remoting Service, and Server Module request information from the RightFax database. Access to the database is controlled via the service account assigned to these services.
RightFax users without *Administrative Access* permission do not have direct access to the RightFax database.
The following access levels allow RightFax services to perform various tasks on the SQL Server.
Server Roles: None required.
Select, Update, Insert, Delete, and **Execute** permissions on all RightFax database objects. DB_writer and DB_reader database roles provide Select, Update, Insert, and Delete permission, but do not grant explicit Execute permission.
Database collation support
The RightFax10.6 database supports only the SQL Language collation. **Case sensitivity, Accent sensitivity** and **Kana sensitivity** collations are not supported. Configure the language collation before you install RightFax It cannot be changed post-install.

OpenText follows the minimum hardware requirements specified by Microsoft. Customer implementations may require additional memory, disk space and processor resources beyond the minimum requirements specified by Microsoft.

Microsoft Message Queuing Requirements

RightFax 10.6 now utilizes Microsoft Message Queuing (MSMQ) for the processing of inbound and outbound faxes. RightFax 10.6 Supports Microsoft Message Queuing (MSMQ) on the approved Windows operating systems listed above.

Attachment/Cover Sheet Conversion Requirements

Microsoft Office is required to be installed on all RightFax server(s) for the conversion of Word, Excel or Powerpoint files as fax attachments, or for using Word document cover sheets. **Microsoft Office Documents**

- SSA supported applications used by the Captaris Conversion Engine are:
  - Microsoft Word, versions 2000, 2003, 2007, 2010, and 2013.
  - Microsoft Excel, versions 2000, 2003, 2007, 2010, and 2013.
  - Microsoft PowerPoint, versions 2000, 2003, 2007, 2010, and 2013.

  Note: *Microsoft does not support Office 2010 on XP 64x systems.*

- The version of Microsoft Office installed on the Fax Server or WorkServers must be able to open the document versions that are submitted by client computers.

Virtualization Environments

RightFax 10.6 supports the following Virtualization environments.

- Microsoft Hyper-V with optional Live Migration
- VMware ESX 3.01 or later.
- VMware vSphere 4.0 and later with VMotion

T1 / PRI Service Direct from Telco

If your T1 or PRI comes directly from Telco we recommend that you purchase a CSU such as the ADTRAN CSU ACE to clean and regenerate the signal transmission problems and other errors. This is not required for customers using CUCM.

Installation Procedures

Installation must be done using Remote Control software or from the server console. Initial installation via Terminal Services does not work.

INSTANT INFO SYSTEMS
Information meets expertise.

Quote

QUO-18190-M8C8

2301 W. 190th St.
Torrance, CA 90504
Phone #: 310-750-7252
Fax #: 310-750-7262
Email: dangelid@instantinfo.com
David Angelidis

Quote to: Hidalgo County
100 N Closner
Edinburg,, Texas 78539

Ship to: Hidalgo County
100 N Closner
Edinburg,, Texas 78539

Date	Ship Via	FOB	Terms
10/13/2015	Electronic	FOB Origin	Net 30

Quote Valid Until	Sales Person	Request Delivery By
11/30/2015	David Angelidis	

Line #	Qty	Item	Description	Unit Price	Amount
1	16	202-0000504	FoIP Enable an Existing RightFax Document Delivery Channel	$550.00	$8,800.00
2	1	302-OTX1406	Open Text Standard Support for Open Text Fax Server (RightFax) - Incremental 1-Year of Incremental Support for SR140 - 10/13/2016 ** System ID:83663-12108	$1,760.00	$1,760.00
3	8	301-0002503	IIS T&M Professional Services IIS Professional Services to assist with the configuration of the software-based FoIP boards. Project will be billed on a Time and Materials basis. Engagement will be billed for actual time used.	$250.00	$2,000.00

Quote Subtotal:	$12,560.00
Shipping and Handling:	
Sales Tax:	****
Quote Total:	$12,560.00

All Professional Services work will commence a minimum of three (3) weeks after a purchase order has been received by Instant InfoSystems.

Past Due amounts subject to 1.5% per month Interest charge.

The Initial Term expires on: 10/13/2016 ("Initial Term").

****Applicable sales tax will be calculated and applied at time of invoice.

This document and any attachments thereto contain private, confidential, and privileged material for the sole use of the intended recipient.

INSTANT INFO SYSTEMS
Information meets expertise.

Quote

QUO-18190-M8C8

Signature Name Title Date

I am authorized to approve this transaction on behalf of Hidalgo County and Hidalgo County will honor to pay invoiced amount within thirty days.

Or

Credit Card Info

Credit Cards Will Only Be Accepted At Time of Order.

Cardholder Name: _____

Card Number: _____ AMEX MC VISA DISCOVER

Expiration Date: _____

Billing Address: _____

Total Amount: $12,560.00 **Signature** _____

Quote No: QUO-18190-M8C8

Thank You

This document and any attachments thereto contain private, confidential, and privileged material for the sole use of the intended recipient.

AI-52418 **Purchasing Department** **21. E. 1.**

CC - REGULAR

Meeting Date: 12/01/2015

Submitted By: Rocio Villarreal, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

Approval for Co. Judge to execute Service Agreement requested by Health and Human Services through Mike Escaname, for CC to approve/replace (8-Cubic Yard) trash bin/container with Lid Locks to current account with the City of McAllen, for the Health and Human Service Clinic located at 300 E. Hackberry St., McAllen, Texas 78501.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2015 **ACCT. #:** 5-1100-441-00-340-003-0-421

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

BUDGETARY IMPACT:

Available balance as of 11-25-15 $3,528.64

Attachments

Service Agreement

legal

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Darlene Betancourt	11/25/2015 01:14 PM
Budget & Management	Veronica Ortiz	11/25/2015 01:36 PM
Manuel Chapa	Manuel Chapa	11/25/2015 02:33 PM
Auditor's Office	Monica Badillo	11/25/2015 03:08 PM
Form Started By: Rocio Villarreal		Started On: 11/24/2015 10:51 AM
Final Approval Date: 11/25/2015		

City of McAllen - Public Works - Solid Waste Collection

SERVICE AGREEMENT/APPLICATION

Commercial Sanitation Services

Customer Information

Name (Personal or Business): Hidalgo County Health Date: 11.17.15

Service Address (location): 300 E. Hackberry

Billing Address: 1304 S. 25th St.

City: Edinburg State: TX ZIP Code: 78539 DL#:

Phone: 956.381.4646 Fax: 956.383.8864 E-mail:

Contact Name: Rigo Hinojosa Phone:

☐ Owner ☐ Contractor ☐ Tenant ☐ Other

P.U.B Account Number

Customer ID # 27967 Location ID # 6976

Service Request - Indicate Service Type

Place	Remove	Wash & Deodorize	Increase Pick-Ups	Decrease Pick-Ups	Extra Pick-Up
☐	☐	☐	☐	☐	☐

Bin 800436 overhead

Lid Locks	Increase Dumpster Size	Decrease Dumpster Size	Temporary Dumpster	Miscellaneous
☑	☐	☐	☐	☐

Service Description

Delivery / Start Date	Dumpster Quantity	Dumpster Size	Number of Pick-Ups Per Week	Estimated Cost Per Month	Delivery Address
11.17.15					300 E. Hackberry
					One-time Fee

Dumpster Size	Monthly Rates & Service Frequency Per Week					Extra Pick-Ups	Wash & Deodorize	Lid Lock Fee	Temporary 8 Yard Dumpster Fee
	2	3	4	5	6				
2	$73.37	$110.72	$146.75	$175.60	$200.11	$14.00	$52.03	$33.08	
4	$140.07	$209.44	$276.14	$297.49	$378.86	$25.20	$52.03	$33.08	$52.50 Per Day
6	$174.76	$261.47	$348.18	$434.89	$520.28	$33.60	$52.03	$33.08	
8	$232.12	$348.18	$464.24	$580.30	$696.36	$42.00	$58.70	$33.08	

DUMPSTER DIMENSIONS

SIDE LOADER				FRONT LOADER							
2 Yard		4 Yard		2 Yard		4 Yard		6 Yard		8 Yard	
D	3 3'	D	4'	D	3'	D	4'	D	5 6'	D	5 6'
W	4 10'	W	4 10'	W	6'	W	6'	W	6'	W	6'
H	4 4'	H	5 8'	H	3'	H	4 8'	H	5'	H	6 8'

under the Constituti

City of McAllen - Public Works

SERVICE AGREEMENT

SECTION I.
SERVICES

Customer grants the City of McAllen - Solid Waste Department and its authorized employees and/or representatives to provide solid waste collection services and assess fees as prescribed by City Ordinance Chapter 90, Solid Waste for the appropriate class and type. Customer must sign this agreement before the City of McAllen will begin services. The City of McAllen shall furnish the equipment and services that are necessary to collect and dispose of and/or recycle all the customer's solid waste materials. Customer represents and warrants that the materials to be collected under this Agreement will only be "waste materials" as defined in this Agreement. "Waste materials" means all non-hazardous putrescible and non-putrescible solid waste and recyclable materials that are generated by the customer or at customer's service address. "Waste materials" specifically excludes, and the customer agrees not to deposit or permit the deposit or collection of, industrial process waste, asbestos containing materials, petroleum contaminated soils, radioactive, volatile, corrosive, flammable, explosive, bio-medical, infectious, bio-hazardous, toxic or hazardous waste or material, or toxic substances, as defined by, characterized or listed under federal, state, or local laws or regulations, or Special Waste not approved in writing by the City of McAllen (collectively "excluded materials"). Title to and liability for excluded materials shall remain with the customer at all times. Construction materials (including but not limited to lumber, concrete, block, tile, masonry, aggregates, brush clearings, drywall, and metals) are prohibited from deposit into the collection bins. This list is not inclusive of all prohibited items as prescribed in City Ordinance, Chapter 90, Solid Waste. Recycling containers are **only** for appropriate recycling contents as described in this agreement. All collection bins must be made available for service and free from all obstructions - dumpster enclosure doors should be open and bins should be placed in proper location on assigned collection days.

SECTION II.
RELEASE OF LIABILITY & AGREEMENT TO INDEMNIFY & HOLD HARMLESS

WHEREAS, the undersigned person or entity has requested that The City of McAllen provide garbage collection services at the property listed on this application, of which said person or entity is the tenant, owner and/or agent of owner; and that in order to deliver garbage collection services, the City will have access to the property by means of private property, a private road, alley or drive way, for which the undersigned does hereby agree to indemnify, defend, or hold harmless, the City , its officers, agents, and employees from and against any and all claims / judgments, for damages and/or liabilities, including, but not limited to claims for personal injury and/or damage to property, inclusive of damage to private road, alley or driveway access; except that the undersigned shall have no such obligation to the City in the event that damages and/or and/or liabilities arising from the negligent or intentional acts or omissions of the City, its agents and/or employees. **"To the extent permitted under the Constitution and Laws of the State of Texas"**

IN ADDITION, the undersigned further agrees that he/she will release from all liability and hold the City, its agents, officers, employees harmless from, and make no claim for, any loss, damage or other injury which he/she may suffer as a result of the use of the property; except as a result of the negligent or intentional acts or omissions of the City, its officers, agents and/or employees.

SECTION III.
SERVICE REQUEST

I, _____, (print name), _____,(Job Title), a duly authorized legal representative, owner, and/or tenant of applicant company, business or residence, by way of this document formally request solid waste collection services from the City of McAllen, a Municipal Corporation in the State of Texas. More specifically, from the City of McAllen Public Works Department, I request that as of: ____/____/_____(date), the above mentioned services be rendered. I recognize and accept that this request form will supersede any prior service request made on behalf of this company, business, residence or by its authorized representative. In accordance with the rules and regulations, fees, charges and any and all relevant ordinances hereto set forth by the commissioners of the City of McAllen, I hereby agree to pay the assessed charges regularly upon receipt of a monthly invoice from the City of McAllen. If I/we fail to pay the monthly fees for garbage service, I/we authorize to allow the City of McAllen to disconnect my/our water meter and to withhold water service until all amounts due for water, garbage, and sewer services, as well as re-connect fees and all other charges set out in the City of McAllen ordinances, for all of my/our accounts are paid in full.

In addition, periodic adjustments to the type or level of service provided by the City may be required due to public health & safety, code compliance, capacity, or fractional use/billing of containers/services.

ACKNOWLEDGEMENT AND AUTHORIZATION

	D. Sarmiento
Applicant Signature	City of McAllen Representative
	#4343
Applicant Name (print)	Employee Title & ID #
	27967 – 6976
Applicant Address (print)	P.U.B. Account #
	11.17.15
Date	Date

Mike Escaname

From: Josephine Ramirez <josephine.ramirez@da.co.hidalgo.tx.us>
Sent: Monday, November 30, 2015 11:26 AM
To: 'Mike Escaname'
Cc: victor.garza@da.co.hidalgo.tx.us
Subject: RE: Request for Review - City of McAllen - Service Agreement / Application

Mike,

I have reviewed the revised service agreement with the City of McAllen and approve as to the form of the agreement.

Thank you,

Josephine Ramirez Solis
Assistant Criminal District Attorney
Chief - Civil Division
Office of Criminal District Attorney
Hidalgo County, Texas
100 N Closner Rm 303
Edinburg, TX 78539
(956) 292-7609 ext. 8186
(956) 318-2079 FAX
josephine.ramirez@da.co.hidalgo.tx.us

****

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

****

From: Mike Escaname [mailto:mike.escaname@hchd.org]
Sent: Tuesday, November 24, 2015 10:11 AM
To: josephine.ramirez@da.co.hidalgo.tx.us
Cc: victor.garza@da.co.hidalgo.tx.us
Subject: FW: Request for Review - City of McAllen - Service Agreement / Application

Hello Josephine:

Ms. Villarreal from Purchasing Dept. would like another email from you confirming you “approve as to form” on the attachment Service Agreement with City of McAllen.

AI-52190 **Purchasing Department** **21. F. 1.**

CC - REGULAR

Meeting Date: 12/01/2015

Submitted By: Yvette Islas, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

Approval for HC to exercise the second (2nd) (of two (2) possible) one (1) year extensions as provided in RFP No. 2013-155-11-20-YSI Excess Workers Compensation Insurance with acceptance and approval of Premiums & Fee Schedule as submitted by and through Montalvo Insurance Agency as 2016 Coverage in the total amount of $194,640.00 effective January 01, 2016 through January 01, 2017 with authority for County Treasurer to issue payment(s)/check(s) after review, audit and processing procedures completed by County Auditor with the authority for Valde Guerra, HCCC's Executive Officer to sign any applicable documentation.

BACKGROUND

Fiscal Impact

FISCAL YEAR: **ACCT. #:** 6-2202-419-50-115-066-0-520

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

BUDGETARY IMPACT:

Attachments

133-155-11-20-YSS
renew from dept
backup

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Darlene Betancourt	11/20/2015 08:40 AM
Budget & Management	Veronica Ortiz	11/20/2015 09:10 AM
Auditor's Office	Monica Badillo	11/25/2015 03:08 PM

Form Started By: Yvette Islas Started On: 11/06/2015 02:42 PM
Final Approval Date: 11/25/2015

PURCHASING DEPARTMENT
County Of Hidalgo

October 28, 2013

_____

_____

_____

_____

Re: **HIDALGO COUNTY**
Request For Proposals-**"Excess Workers' Compensation Insurance-Hidalgo County"**
RFP NO: 13-155-11-20-YSI

Dear Respondents:

Enclosed please find a Request for Proposals (RFP) packet for you review and consideration.

Hidalgo County Purchasing Department welcomes and appreciates your participation in the RFP process.

If any further assistance is required, please do not hesitate to call the Purchasing Department at (956) 318-2626.

Sincerely,

Martha L Salazar

Martha L. Salazar, CPPB
Hidalgo County Purchasing Agent

MLS/ysi

Enclosures

2812 S. Business Highway 281 ★ Edinburg, Texas 78539 ★ (956) 318-2626 ★ Fax (956) 318-2629

PURCHASING DEPARTMENT
County Of Hidalgo

REQUEST FOR PROPOSALS (RFP) CHECKLIST

HIDALGO COUNTY
"EXCESS WORKERS' COMPENSATION INSURANCE"

RFP NO: 13-155-11-20-YSI

1. Request for Proposals Letter.
2. Request for Proposals, Legal Notice, consisting of __8__ pages.
3. Exhibit A, Requirements, Scope of Services __7__ pages & Additional Specifications/Requirements consisting of __10__ pages. Total of __17__ pages.
4. Exhibit B, Evaluation/Selection Criteria, consisting of __3__ pages.
5. Exhibit C, Insurance Requirements, consisting of __4__ pages.
6. Exhibit D, CIQ Conflict Of Interest Questionnaire, consisting of __1__ page.
7. Exhibit E, Proposer's Affidavit, consisting of 1 page.
8. Proposer/Vendor Application, Historically Underutilized Business (HUB) Declaration, and IRS W-9 Form, consisting of __6__ pages.
9. Certification Regarding Debarment, Suspension and Other Responsibility Matters, consisting of __1__ page.
10. Exhibits-Table of Contents, consisting of __8__ pages including cover sheet.

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. Mail.

Thank you.

Martha L Salazar

Martha L. Salazar, CPPB, Purchasing Agent

October 28, 2013
Date

RFP NO: 13-155-11-20-YSI	BUYER: YVETTE SALINAS	Tel. No: (956) 318-2626 x-4874

REQUEST FOR PROPOSALS

HIDALGO COUNTY

"EXCESS WORKERS' COMPENSATION INSURANCE"

November 20, 2013

Contact Person:

Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
Administration Building
Physical Address: 2802 S. Business Hwy. 281
Mailing/US Postal Address: 2812 S. Business Hwy. 281
Edinburg, Texas 78539

(956) 318-2626

Form HCPD-04

1. Sealed proposals will be received for **Hidalgo County – "Excess Workers' Compensation Insurance",** 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. 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: 13-155-11-20-YSI-Hidalgo County–"Excess Workers' Compensation Insurance"** 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, November 20, 2013.**

   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: 13-155-11-20-YSI—HIDALGO COUNTY–"EXCESS WORKERS' COMPENSATION INSURANCE".

   WRITTEN QUESTIONS WILL BE ACCEPTED WILL BE ACCEPTED via e-mail to yvette.salinas@co.hidalgo.tx.us BY NO LATER THAN Wednesday, November 13, 2013 at 5:00 p.m. Responses will be sent to all applicants by Friday, November 15, 2013. **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 offeror whose proposal is determined to be the best evaluated offer resulting from negotiation, taking into consideration the relative importance of price and other evaluation factors as herein set forth.

4. Failure of the delivered item(s) to perform as specified or failure to meet the stated delivery schedule shall release Hidalgo County from all obligations to the contracting party with regard to the item(s) in question. In such event, County may elect to award the contract to the next-lowest responsible proposer, or to reject all proposals and re-advertise.

5. **For work to be performed and/or services to be provided or rendered at a County owned or operated location, each proposer shall 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:

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 – "**Hidalgo County–Excess Workers' Compensation Insurance"**
   e) Descriptive information as to the items or services delivered, including product code, item number, quantity, etc.

. Discount payments will be considered when offered.

. Contact person for Billing and Payment questions:

Hidalgo County Auditor's Office
Ray Eufracio, County Auditor
2802 S. Business Hwy. 281
Edinburg, TX 78539
956-318-2511

17. Schedule of Events

Projected Proposal Opening, 9:30 A.M.,	**November 20, 2013**	
Project/Anticipated Award Date:	**_____,**	**2013**
Commence Work or Deliver Products	**_____,**	**2013**

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 No. 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 proposer's responsibility. A prospective proposer, by submitting a proposal, represents to County that it meets the following requirements:

- Possess or is able to obtain adequate financial resources as required to perform under the proposal;
- Be able to comply with the required or proposed delivery schedule;
- Have a satisfactory record of performance;
- Have a satisfactory record of integrity and ethics;
- Be otherwise qualified and eligible to receive an award.

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 proposer's indemnity hereunder shall include, but is not limited to, claims relating to patent, copyright or trademark infringement, and the like, arising out of the goods or services provided by successful proposer.

27. Successful proposer shall warrant that all items/services shall conform with the specifications and/or all warranties provided under the Uniform Commercial Code and be free from all defects in material, workmanship and the like. Items supplied under a contract pursuant to this Request for 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
"EXCESS WORKERS' COMPENSATION INSURANCE"
RFP NO: 13-155-11-20-YSI

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: _____

EXHIBIT A

REQUIREMENTS/SCOPE OF SERVICES

HIDALGO COUNTY
REQUEST FOR PROPOSAL

"EXCESS WORKERS' COMPENSATION INSURANCE"

RFP NO.: 13-155-11-20-YSI

HIDALGO COUNTY
REQUEST FOR PROPOSAL

"EXCESS WORKERS' COMPENSATION INSURANCE"

RFP NO: 13-155-11-20-YSI

OVERVIEW:
Hidalgo County (hereinafter referred to as "COUNTY") is soliciting proposals from organizations (hereinafter referred to as "PROPOSER") qualified to perform professional excess workers' compensation insurance for the COUNTY's self-funded Workers' Compensation Insurance Program. The scope of the work will encompass all aspects of COUNTY operations 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 in the excess workers' compensation insurance.

Sealed proposals will be accepted until 9:30 A.M., November 20, 2013, ANY RFP RECEIVED AFTER THAT DATE AND TIME WILL NOT BE ACCEPTED AND WILL BE RETURNED UNOPENED.

The Hidalgo County Drainage District No.1 Board of Directors may at their option, utilize the "Excess Workers' Compensation Insurance" Provider(s) selected by Hidalgo County for Hidalgo County Drainage District No.1. Should the Board of Director's of Hidalgo County Drainage District No. 1 decide the firm selected as the Provider is the same as the one selected by Hidalgo County, the Provider shall offer Hidalgo County Drainage District No. 1 the same terms and provisions as it offers Hidalgo County.

Deliver Submittal to:

Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
2812 South Hwy. 281
Hidalgo County New Administration Building
Edinburg, Texas 78539

The Submittal Envelope Must Show:

RFP NO.: 13-155-11-20-YSI
"EXCESS WORKERS' COMPENATION INSURANCE"

The following outlines the Request for Proposal:

SECTION I - GENERAL TERMS AND CONDITIONS

ADDITIONAL INFORMATION:
Hidalgo County is requesting that sealed proposals be routed to Martha L. Salazar, CPPB, Purchasing Agent, at 2812 South Hwy. 281, at Hidalgo County New Administration Building, Edinburg, Texas 78539. All inquiries must be directed to Hidalgo County Purchasing Agent, Martha L. Salazar. All responses will be distributed through Hidalgo County Purchasing Department. WRITTEN QUESTIONS WILL BE ACCEPTED VIA E-MAIL BY NO LATER THAN Wednesday, November 13, 2013, at 5:00 P.M. at yvette.salinas@co.hidalgo.tx.us. Responses will be sent to all applicants via e-mail by Friday, November 15, 2013.TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.

Any interpretation of the Request for Proposal, if made, will be made only by Addendum duly issued. A copy of such Addendum will be mailed or delivered to each person receiving the Request for Proposal. Hidalgo County will not be responsible for any other explanation or interpretation of the proposal made or given prior to the award of the contract. Any objections to the specifications or requirements as set forth in this Request for Proposal must be filed in writing.

Any deviation for the specifications set forth herein must be clearly pointed out; otherwise it will be considered that services proposed are in strict compliance with these specifications and the successful proposer will be held responsible thereof. Deviations shall be explained in detail. Proposers are to furnish all information requested in the Request for Proposal. Proposals not in compliance with these requirements may be subject to rejection. The contractor agrees to protect the County from claims involving infringement of patents or copyrights.

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 Vendors, consultants, contractors and others who desire to conduct business with Hidalgo County are encourage to refer to Texas Local Government Code Chapter 176 for the details of this law. An offense under Texas Local Government Code Chapter 176 is a Class C Misdemeanor.

Please submit complete CIQ forms to the Hidalgo County Clerk's Office locate at 100 No. 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) certainly that the submission is (1) not the result of Collusion as described in the Proposer's Affidavit or that the Respondent has not and will not attempt to lobby directly or indirectly as described in the Proposer's Affidavit.

NON-DISCRIMINATION:
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:
Hidalgo County requires submitters, when hand delivering proposals, to make sure that it is stamped with date and time by the County Purchasing Staff.

SIGNING OF PROPOSALS:
In order to be considered all submittals must be signed. Please sign the original in blue ink.

WAIVING OF INFORMALITIES:
Hidalgo County reserves the right to waive minor informalities or technicalities when it is in the best interest of Hidalgo County.

SUBCONTRACTING:
The successful submitter may not subcontract the award without the written consent of the Commissioners' Court of Hidalgo County.

- DURATION OF CONTRACT:
  1.) Initial Term: Effective date is from January 1, 2014, through, December 31, 2014;
  2.) Renewals & Extensions: It shall be at the County's sole discretion to renew and extend for an additional two (2), one year renewals/extensions at the same rates and under the same terms and conditions. Two (2), one (1) year renewals/extension rates are to be provided to Hidalgo County for consideration by no later than October 1, 2014 for the first renewal/extension and no later than October 1, 2015 for the second renewal/extension.

DAVIS BACON ACT:
All selected and awarded firms are required to include the Davis-Bacon Act when advertising and developing specifications.

ADDITIONAL INFORMATION TO TERMS AND CONDITIONS:
All costs and expenses 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.

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 day's written notice prior to cancellation.

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 ten (10) copies of the RFP shall be submitted to the address on the cover letter.

Proposers should apprise themselves of all available information. Proposers shall thoroughly examine the specifications, the schedule and all other contract documents.

Proposals should be in conformance with the specifications. Care should be taken to match the requested plan designs as closely as possible. The Request for Proposal specifications are not intended to be restrictive, but Proposals, not in conformance to the specifications, will not be considered unless such nonconformance is explained in detail. General discussion and plan comparison of competing proposals will be in regards to the specified in-force benefits.

Due care has been exercised in the preparation of these specifications, and the information is believed to be substantially correct. However, the responsibility for verification of all information presented herein shall rest solely on the proposer.

CONTENTS:

1. Conditions of Proposal
    a. All information required by the proposal form shall be furnished.

    b. Specification price sheets, specifications and necessary information are attached.

    c. Alternate Proposal- Request for Proposal. Alternate Proposals will be considered. All alternate Proposals should be clearly marked "ALTERNATE PLAN I, ALTERNATE PLAN II., etc." Offerors are encouraged to be creative and to present their most competitive coverage and pricing Proposal.

    d. The County reserves the right to revise and amend the specifications prior to the date set for the opening. Such revisions or amendments, if any will be announced by addenda or amendments to these specifications. Copies of these addenda so issued will be furnished to all prospective proposers.

    e. If you consider any portion of your proposal to be confidential information and that disclosure of its contents to competing proposers would be detrimental to your company, clearly identify those portions. It is the responsibility of the responding party to separate information it considers to be confidential and to place such confidential information on separate sheets of paper, each clearly labeled "CONFIDENTIAL". The identified portions will be protected from disclosure to the extent possible under the law.

    f. Proposals will be opened so as to avoid disclosure of contents to competing proposers, and not be made public during the process of negotiation. However, all Proposals shall be opened for public inspection after the award to of the contract, except for any bonafide secrets and/or confidential information contained in the proposal and identified as such.

    g. Clarification of Objections to Proposal Requirements.
    All such requests for information can only be made in writing sent by email on or before the deadline of Wednesday, November 13, 2013 to:

Email to: yvette.salinas@co.hidalgo.tx.us

The required contents for the RFP are presented below in the order they should be incorporated into the submitted document.

UNDERSTANDING OF THE PROJECT:
This section should demonstrate the proposers understanding of the project needs, the work required, and any local issues or concerns. Briefly explain how long you have been organized and your corporate 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 is soliciting to contract with qualified firms(s) for Hidalgo County's Excess Worker's Compensation Insurance. Please refer to the "Additional Specifications/Requirements" for further requirements regarding qualifications.

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 government entities is required and will be scored accordingly during the evaluation process.

REQUIRED CERTIFICATES AND SUBMITTAL:
This section will contain any licenses, registrations and certifications as required by the STATE OF TEXAS and HIDALGO COUNTY that you possess that deem you as a qualified provider.

If proposer/company cannot meet any of the following services/responsibilities, such exceptions must be noted on the company's cover letter.

NUMBER OF COPIES TO BE SUBMITTED:
Hidalgo County requires one (1) original submittal and ten (10) copies.

SECTION III – RFP SELECTION AND SCHEDULES

SELECTION PROCEDURES:
Hidalgo County will conduct a comprehensive evaluation of all Proposals received in response to this RFP. Hidalgo County will establish a Scoring/Grading Committee comprised of staff members to perform such evaluation. Each Proposal received will be analyzed to determine overall responsiveness and qualification under the RFP, further the Selection Committee may select proposing organizations for "in person" presentation. Criteria to be evaluated, not necessarily in order of priority, may include the items listed below. Final approval of a selected Proposer is subject to the action of Hidalgo County Commissioners Court.

PROPOSAL RANKING:
After the proposals have been reviewed, evaluated and scored, by the Scoring/Grading Committee, a grid will be presented to Commissioner's Court for the purposes of ranking. Thereafter, Hidalgo County Commissioner's Court will rank and/or award this proposal.

NEGOTIATION PROCESS:
The number one ranked firm will be contacted to submit a draft contract for negotiation. If negotiations prove unsuccessful, the next highest ranked company will be contacted. The County of Hidalgo reserves the right to reject any and all RFPs.

EVALUATION: The evaluation system consists of a 100-point system. The participants will be ranked after evaluation. Categories under the 100-point system include response to RFP. RFP submittal evaluation will be based on the criteria outlined in Exhibit B contained herein.

Sealed Request for Proposals must be submitted by no later than 9:30 a.m. on Wednesday, November 20, 2013. Overnight mail must also be properly labeled on the outside of the Express Envelope or Package with reference to: RFP No.: 13-155-11-20-YSI "EXCESS WORKERS' COMPENSATION INSURANCE."

PROPOSAL SHOULD BE SUBMITTED TO:

Martha L. Salazar, Purchasing Agent
Hidalgo County Purchasing Department
2812 South Hwy. 281
Hidalgo County New Administration Building
Edinburg, Texas 78539

ADDITIONAL SPECIFICATIONS/REQUIREMENTS

Hidalgo County, Texas

REQUEST FOR PROPOSALS
EXCESS WORKERS' COMPENSATION INSURANCE

I. INTRODUCTION

Hidalgo County (hereinafter referred to as "COUNTY") is soliciting proposals from organizations (hereinafter referred to as "PROPOSER') qualified to perform professional excess workers' compensation insurance for the COUNTY's self-funded Workers' Compensation Program. The scope of the work will encompass all aspects of COUNTY operations 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 in the excess workers' compensation insurance.

II. GENERAL BACKGROUND

COUNTY is seeking a new contract for its workers' compensation program. COUNTY is seeking to purchase excess workers' compensation coverage with a **$350,000** per occurrence retention level with Statutory limits.

COUNTY's designated representative during the RFP process shall be COUNTY's Purchasing Agent, Martha L. Salazar, Hidalgo County Purchasing Department, Edinburg, Texas.

The COUNTY's fiscal year is from January 1, 2011 to December 31, 2011.

III. CONTRACT TERM

a) **Initial Term:** Effective date is from **January 1, 2014 to December 31, 2014;**

b) **Renewals & Extensions:** It shall be at the County's sole discretion to renew and extend for an additional two (2), one (1) year renewals/extensions at the same rates and under the same terms and conditions. Two (2), one year renewal/extensions are to be provided to Hidalgo County for consideration by no later than, **October 1, 2014** for the first renewal/extension and no later than **October 1, 2015** for the second renewal/extension.

IV. SCOPE OF SERVICES

- EXCESS WORKERS COMPENSATION SPECIFICATIONS ARE AS FOLLOW:

A. PROPOSER will prepare and submit IRS form 1099 for all vendors and mail the forms to vendors. PROPOSER will prepare and submit IRS 1099 data in a magnetic tape format no later than January 15th of each year to COUNTY.

B. All costs and expenses with the preparation and submission of proposal shall be the responsibility of

the proposer and no reimbursements for such charges or expenses shall be passed onto Hidalgo County.

C. This RFP provides the County's most recent Five (5) years of Summary Loss Information.

D. A Payroll History Exhibit is also included in the RFP.

V. PROPOSALS

The PROPOSER's completed Proposal pages of this RFP are the main source of evaluation for the Proposal. All PROPOSERS are encouraged to include any other information that they feel will enhance their opportunities to be awarded a Contract.

VI. PREPARATION OF PROPOSAL

A. PROPOSER is expected to examine this Request for Proposal (RFP) carefully, understand the terms and conditions for providing the pertinent services, and respond completely. Failure to respond completely may result in disqualification.

B. Failure to respond to all portions of this RFP may result in the PROPOSER's response being deemed non-responsive. If COUNTY deems a Proposal non-responsive, it will be disqualified. An officer or principal of the PROPOSER must sign proposals; however, an agent if accompanied by written evidence of authority may sign them.

C. All Proposals should include the PROPOSER's federal tax identification number.

VII. SELECTION PROCESS

COUNTY will conduct a comprehensive evaluation of all Proposals received in response to this RFP. COUNTY will establish a Selection Committee comprised of staff members to perform such evaluation. Each Proposal received will be analyzed to determine overall responsiveness and qualifications under the RFP; further, the Selection Committee may select proposing organizations for "in person" presentation. Criteria to be evaluated, not necessarily in order of priority, may include the items listed below. Final approval of a selected PROPOSER is subject to the action of COUNTY's County Council.

A. Economic evaluation of the Proposed Fee Schedule **(20 Points)**

B. Responsiveness to the Request for Proposal **(20 Points)**

1. Requested information included and thoroughness of response.
2. Understanding and acceptance of the scope of services.
3. Acceptance of the RFP and Contract requirements.

4. Clarity and conciseness of the response.

C. PROPOSER's capability to provide the services requested and information contained in Attachment "A" **(60 Points)**

1. Background of PROPOSER and support personnel, including professional qualifications.
2. Relevant experience of the PROPOSER.
3. Specific experience with public entity clients.
4. Other resources, including the total number of employees, number and location of offices.
5. References and experience in the Texas public sector.

COUNTY may accept, within the time specified herein, any Proposal in whole or in part, whether or not there are negotiations subsequent to its receipt. If subsequent negotiations are conducted, they shall not constitute a rejection or alternate RFP on the part of COUNTY.

The Contract will be awarded to the respondent whose Proposal will be most advantageous to COUNTY, as determined by the evaluation factor's listed herein and by the recommendation of the Selection Committee with approval of the County Commissioners Court.

VIII. TERMS AND CONDITIONS

Submission of Proposals: One (1) original and ten typed and bound copies of the Proposal shall be enclosed in a sealed envelope with the notation "Excess Workers' Compensation Insurance" clearly marked on the envelope. **All Proposals are due in the Purchasing at Hidalgo County no later than 9:30 AM CST on Wednesday, November 20, 2013. Any Proposal received at the location below after that time shall not be considered.**

Please mail or deliver your Proposal to:

Physical Address
Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department (New Adm. Bldg.)
2812 S. Hwy. 281
Edinburg, TX 78539
(956) 318-2626

All provisions in PROPOSER's Proposal, including any estimated or projected costs, shall remain valid for ninety (90) days following the deadline date for submissions or if a Proposal is selected, throughout the entire term of the Contract.

All Proposals become property of COUNTY upon receipt and will not be returned. Proposals submitted will clearly identify trade secrets or information deemed confidential by the PROPOSER by typing the word **"CONFIDENTIAL"** in bold fourteen (14) point font on the bottom margin and indicate what information is protected. However, all PROPOSERs are hereby notified that any Proposals submitted to COUNTY may be subject to disclosure, either in whole or part, under the Texas Public Information Act.

Independent Contractor - It is expressly understood and agreed that PROPOSER and all persons designated by it to provide services in connection with this RFP, is and shall be deemed to be an independent contractor, responsible for its respective acts or omissions, and that COUNTY shall in no way be responsible for any acts or omissions by the PROPOSER. Neither party hereto has authority neither to bind the other nor to hold out to third party that it has the authority to bind the other.

IX. INSURANCE & INDEMNITY PROVISIONS

A. Prior to the commencement of any work under this CONTRACT, CONTRACTOR shall furnish an original completed certificate(s) of insurance to the COUNTY's DEPARTMENT OF BUDGET & MANAGEMENT, which shall be completed by an agent authorized to bind the named underwriter(s) and their company to the coverage, limits, and termination provisions shown thereon, and which shall furnish and contain all required information referenced or indicated thereon.

B. The COUNTY reserves the right to review the insurance requirements of this section during the effective period of this CONTRACT and any extension or renewal hereof and to modify insurance coverage and their limits when deemed necessary and prudent by the COUNTY's DEPARTMENT OF BUDGET & MANAGEMENT based upon changes in statutory law, court decisions, or circumstances surrounding this Contract, but in no instance will the COUNTY allow modification whereupon the COUNTY may incur increased risk.

C. The COUNTY shall be entitled, upon request and without expense, to receive copies of the policies and all endorsements thereto as they apply to the limits required by the COUNTY, and may make a reason -able request for deletion, revision, or modification of particular policy terms, conditions, limitations or exclusions (except where policy provisions are established by law or regulation binding upon either of the parties hereto or the underwriter of any such policies). Upon such request by the COUNTY, the CONTRACTOR shall exercise reasonable efforts to accomplish such changes in policy coverage, and shall pay the cost thereof.

D. CONTRACTOR agrees that with respect to the above required insurance, all insurance contracts and certificate(s) of insurance will contain the following required provisions.

- Name the COUNTY and its directors, officers, employees, agents and elected officials as additional insured with respects to the operations and activities of, or on behalf of, the named insured performed under contract with the COUNTY, with the exception of the workers' compensation/employers' liability and the professional liability policies.

- The CONTRACTOR's insurance shall be deemed primary with respect to any insurance or self-insurance carried by the COUNTY for liability arising out of operations under the contract with the COUNTY.

- Provide for an endorsement that the "other insurance" clause shall not apply to the COUNTY where the COUNTY is an additional insured on the policy.

- Workers' Compensation/Employers' liability policy will provide a waiver of Subrogation in favor of the COUNTY.

E. CONTRACTOR shall notify the COUNTY in the event of any notice of cancellation, nonrenewal or material change in coverage and shall give such notices not less than ten (10) days prior to the change, or ten (10) days for nonpayment of premium, which notice must be accompanied by a replacement Certificate of Insurance. All notices shall be given to the COUNTY, by Certified mail, at the following address:

Hidalgo County Department of Budget & Management
Attention: Flora Vazquez
2818 S BS Hwy 281
Hidalgo County New Administration Building
Edinburg, Texas 78539

F. **CONTRACTOR covenants and agrees to FULLY INDEMNIFY and HOLD HARMLESS, the COUNTY and** its **elected officials, employees, officers, directors, and representatives, individually or collectively, from and against any and all costs, claims, liens, damages, losses, expenses, fees, fines, penalties, proceedings, actions, demands, causes of action, liability and suits of any kind and nature, including but not limited to, personal or bodily injury, death and property damage, made upon the COUNTY directly or indirectly arising out of, resulting from or related to CONTRACTOR's activities under this CONTRACT, including any acts or omissions of CONTRACTOR, any agent, officer, director, representative, employee, consultant or subcontractor of CONTRACTOR, and their respective officers, agents, employees, directors and representatives while in the exercise of performance of the rights or duties under this CONTRACT. The indemnity provided for in this paragraph shall not apply to any liability resulting from the negligence of COUNTY, its officers or employees, in instances where such negligence causes personal injury, death, or property damage. IN THE EVENT CONTRACTOR AND COUNTY ARE FOUND JOINTLY LIABLE BY A COURT OF COMPETENT JURISDICTION, LIABILITY SHALL BE APPORTIONED COMPARATIVELY IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS, WITHOUT, HOWEVER, WAIVING ANY GOVERNMENTAL IMMUNITY AVAILABLE TO THE COUNTY UNDER TEXAS LAW AND WITHOUT WAIVING ANY DEFENSES OF THE PARTIES UNDER TEXAS LAW.**

G. **The provisions of this INDEMNIFICATION are solely for the benefit of the parties hereto and not intended to create or grant any rights, contractual or otherwise, to any other person or entity.**

H. **CONTRACTOR shall promptly advise the COUNTY, in writing of any claim or demand against the COUNTY or CONTRACTOR known to CONTRACTOR related to or arising out of CONTRACTOR'S activities under this CONTRACT.**

X. SCHEDULE OF EVENTS

RFP Mailouts	**Monday, October 28, 2013**
Proposals Due	**Wednesday, November 20, 2013-9:30 a.m.**
Contract Award	**Possible Award On: Tuesday, December 10, 2013**
Start Date	**January 1, 2014**

XI. RESERVATION OF RIGHTS

COUNTY reserves the right to:

- Reject any and all Proposals received.
- Issue a subsequent RFP
- Cancel the entire RFP
- Remedy technical errors in the RFP process
- Negotiate with any, all or none of the respondents to the RFP
- Accept the written Proposal as an offer
- Waive informalities and irregularities
- Accept one or more Proposals

This RFP does not commit COUNTY to enter into a Contract, nor does it obligate it to pay any costs incurred in preparation and submission of Proposals or in anticipation of a Contract.

WRITTEN QUESTIONS WILL BE **ACCEPTED** NO LATER THAN **Wednesday, November 13, 2013 at 5:00 pm** via e-mail at yvette.salinas@co.hidalgo.tx.us. Responses will be sent to all respondents via e-mail **by Friday, November 15, 2013** **TELEPHONE INQUIRIES WILL NOT BE ACCEPTED**.

ATTACHMENT B

HIDALGO COUNTY, TEXAS

EXCESS WORKERS' COMPENSATION INSURANCE

Primary Program Options -

Limits:

WC:	Statutory
EL:	$1,000,000/ $1,000,000/ $1,000,000

SIR Options:

WC & EL:	a) $350,000 Per Occurrence
	.

Policies– All Options/Coverages: To Be Determined

Payment Terms:

Insurer's Best Rating: Please include the insurer's Best's Rating in your proposal.

Accepted ☐ Declined ☐

Requested Coverages, Limits, and Deductibles

Workers Compensation: Statutory

Employers Liability:

$1,000,000 Bodily injury by accident, each accident ($100,000 min.)

$1,000,000 Bodily injury by disease, each employee ($100,000 min.)

$1,000,000 Bodily injury by disease, policy limit ($500,000 min.)

Requested Coverage Provisions

Requested Effective Date: <u>January 1, 2014 to December 31, 2014</u>

Accepted ☐ Declined ☐

Named Insured: The named insured should read as follows: HIDALGO COUNTY

Accepted ☐ Declined ☐

Other States Coverage: Please provide other states coverage for all states and U.S. territories and possessions, except the monopolistic state fund states.

Accepted ☐ Declined ☐

Please include the following endorsements:

Voluntary Compensation (WC 00 03 11A): Please include this endorsement providing coverage for state workers compensation benefits for employees not otherwise entitled to workers compensation benefits under that state's law, provided that the injured employee releases the employer and the insurer from all other responsibility for the injury. Voluntary coverage should apply to ALL EMPLOYEES NOT SUBJECT TO THE WORKERS COMPENSATION OR OCCUPATIONAL DISEASE LAW OF ANY STATE, EMPLOYEES INJURED WHILE TEMPORARILY WORKING OUTSIDE OF THE UNITED STATES AND CANADA, VOLUNTEERS, AGRICULTURAL EMPLOYEES, DOMESTIC EMPLOYEES, OTHERS in all states where legally permissible. Benefits payable should be those established in the workers compensation law of THE STATE OF HIRE, THE STATE WHERE INJURY OCCURS, THE STATE OF.

Accepted ☐ Declined ☐

Waiver of Our Right To Recover from Others Endorsement (WC 00 03 13): Please endorse the policy to provide *blanket* waivers of subrogation when required by written contract or agreement.

Accepted ☐ Declined ☐

Ninety-Day Notice of Cancellation, Nonrenewal, or Material Change in Renewal. Please add the manuscript cancellation notice endorsement included with this submission.

Accepted ☐ Declined ☐

Delayed Notice of Occurrence Endorsement

The duties in the Event of Occurrence, Claim, or Suit section of the policy is amended to include:

knowledge of any occurrence, claim, or suit by the agent, servant, or employee of the insured shall not in itself constitute knowledge of the insured unless notice of such injury, claim, or suit shall have been received by the Department Of Budget & Management or any executive officer.

Accepted ☐ Declined ☐

Broad Named Insured Endorsement

It is agreed that:
Throughout this policy the words "you" and "your" refer to the Named Insured shown in the Declarations and any business entity incorporated or organized under the laws of the United States of America (including any State thereof), its territories or possessions or Canada (including any Province thereof) in which the Named Insured shown in the Declarations owns, during the policy period, an interest of more than 50 percent. If other valid and collectible insurance is available to any business entity covered by this policy solely by reason of ownership by the Named Insured shown in the Declarations in excess of 50 percent, this insurance is excess over the other insurance, whether collectible or not.

Accepted ☐ Declined ☐

Unintentional Errors and Omissions

Coverage afforded by this policy shall not be invalidated or affected by any inadvertent errors, omissions or improper description of premises, existing hazards, or other descriptions mentioned in this policy or in related applications.

Accepted ☐ Declined ☐

Notice of Occurrence

It is agreed that the failure of any agent, servant, or employee of the Named Insured to notify the company of any occurrence of which he has knowledge shall not invalidate the insurance afforded by the policy as respects the Named Insured.

Accepted ☐ Declined ☐

Workers Compensation Codes and Projected Payrolls: Refer to enclosed "Workers Compensation Schedule."

Loss History: Refer to attached LOSS SUMMARY, LARGE LOSS SUMMARY, INSURER LOSS RUNS, OTHER LOSS INFORMATION

EXHIBIT B

SELECTION/EVALUATION CRITERIA

HIDALGO COUNTY
REQUEST FOR PROPOSAL

EXCESS WORKERS' COMPENSATION INSURANCE

RFP NO. 13-155-11-20-YSI

SELECTION/EVALUATION CRITERIA

Hidalgo County will conduct a comprehensive evaluation of all Proposals received in response to this RFP. Hidalgo County will establish a "Selection Committee" comprised of staff members to perform such evaluation. Each Proposal received will be analyzed to determine overall responsiveness and qualifications under the RFP; further, the "Selection Committee" may select proposing organizations for "in person" presentation. Criteria to be evaluated, not necessarily in order of priority, may include the items listed below. Final approval of a selected PROPOSER is subject to the action of COUNTY'S COMMISSIONERS' COURT.

1. Economic Evaluation of the Proposed Fee Schedule **20 Points**

2. Responsiveness to the Request For Proposal **20 Points**
   a. Requested information included and thoroughness of response.
   b. Understanding and acceptance of the scope of services.
   c. Acceptance of the RFP and Contract requirements.
   d. Clarity and conciseness of the response.

3. Proposer's capability to provide the services requested **60 Points**
   a. Background of Proposer and Support Personnel, including professional qualifications.
   b. Relevant experience of the Proposer.
   c. Specific experience with public entity clients.
   d. Other resources, including the total number of employees, number and location of offices.
   e. References and experience in the Texas Public Sector.

County may accept, within the time specified herein, any Proposal in whole or in part, whether or not there are negotiations subsequent to its receipt. If subsequent negotiations are conducted, they shall not constitute a rejection or alternate RFP on the part of the County.

The Contract will be awarded to the respondent whose Proposal will be most advantageous to County, as determined by the evaluation factor's listed herein and by the recommendation of the Selection Committee with approval of Commissioners Court.

RFP SELECTION/EVALUATION FORM

		Selection Criteria Point	Score
1.	Economic Evaluation of the Proposed Fee Schedule	**20 Points**	_____

2. Responsiveness to the Request For Proposal
   a. Requested information included and thoroughness of response.
   b. Understanding and acceptance of the scope of services.
   c. Acceptance of the RFP and Contract requirements.
   d. Clarity and conciseness of the response. Responsiveness to the Request For Proposal

20 Points _____

3. Proposer's capability to provide the services requested and information contained in Attachment "A".

   a. Background of Proposer and Support Personnel, including professional qualifications.
   b. Relevant experience of the Proposer.
   c. Specific experience with public entity clients.
   d. Other resources, including the total number of employees, number and location of offices.
   e. References and experience in the Texas Public Sector.

60 Points _____

Total **100 Points** **Score**

Provider: _____

Evaluator: _____ Date: _____

Comments: _____

_____

_____

EXHIBIT "C"

Insurance Requirements
Professional Services
(i.e...Engineers, Architects, Appraisers & Surveyors)

The proposer awarded the contract shall furnish proof of insurance, which will also include any subcontractor that is subcontracted by the proposer in at least the following limits, to be in place prior to providing any services under this Contract and to continue at all times in force in effect during the term of this Contract:

1. Professional liability insurance policy with limits of at least One Million Dollars ($1,000,000) per occurrence, or limited to claims made, include at least a five (5) year extended reporting period.

2. A Five Hundred Thousand Dollars ($500,000.00) Comprehensive General Liability insurance policy providing additional coverage to all underlying liabilities of County.

3. Automobile liability insurance policy with limits of at least Three Hundred Thousand Dollars ($300,000.00) per person and Five Hundred Thousand Dollars ($500,000.00) per occurrence. Coverage should include injury to or death of persons and property damage claims with limits up to Five Hundred Thousand Dollars ($500,000.00) arising out of the services provided to County hereunder.

4. Uninsured/Underinsured motorist coverage in an amount equal to the bodily injury limits set forth immediately above;

5. Workers compensation insurance in amounts established by Texas law, unless the Bidder is specifically exempted from the Texas Workers Compensation Act, Texas Labor Code Chapter 401, et. seq.

<u>Hidalgo County will only accept certificates of insurance on an Acord form (as attached hereto).</u> Certificates of insurance naming County as an additional insured shall be submitted to County for approval prior to any services being performed by Contractor. Each policy of insurance required hereunder shall extend for a period equivalent to, or longer than the term of the Contract, and any insurer hereunder shall be required to give at least thirty (30) days written notice to the County prior to the cancellation of any such coverage on the termination date, or otherwise. This Contract shall be automatically suspended upon the cancellation, or other termination, of any required policy of insurance hereunder, and such suspension shall continue until evidence adequate replacement coverage is provided to County. If replacement coverage is not provided within thirty (30) days following suspension of the Contract, this Contract shall automatically terminate.

ACORD

CERTIFICATE OF INSURANCE

DATE (MM/DD/YY)

PRODUCER

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURERS AFFORDING COVERAGE

INSURED

INSURER A:

INSURER B:

INSURER C:

INSURER D:

INSURER E:

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THER TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A	**GENERAL LIABILITY** ☐ COMMERCIAL GENERAL LIABILITY ☐ ☐ CLAIMS MADE OCCUR ☐ OWNER'S & CONT. PROT ☐ OWNER'S PROTECTIVE LIABILITY GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY PROJECT ☐ LOC				EACH OCCURRENCE	$
					FIRE DAMAGE (Any one fire)	$
					MED (Any one person)	$
					PERS & ADV INJURY	$
					AL AGGREGATE	$
					ODUCTS – COMP/OP AGG	$
B	**AUTOMOBILE LIABILITY** ☐ ANY AUTO ☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ☐ NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident)	$
					BODILY INJURY (Per person)	$
					BODILY INJURY (Per accident)	$
					PROPERTY DAMAGE (Per accident)	$
	GARAGE LIABILITY ☐ ANY AUTO				AUTO ONLY-EA ACCIDENT	$
					OTHER THAN AUTO ONLY EA ACC AGG	$
						$
C	**EXCESS LIABILITY** ☐ OCCUR ☐ CLAIMS MADE ☐ DEDUCTIBLE ☐ RETENTION $				EACH OCCURENCE	$
					AGGREGATE	$
						$
						$
						$
D	**WORKERS COMPENSATION AND EMPLOYER'S LIABILIT**				WC STATU-TORY LIMITS ☐ OTHER	
					E.L. EACH ACCIDENT	$
					E.L. DISEASE-EA EMPLOYEE	$
					E.L. DISEASE-POLICY LIMIT	$
	OTHER					

DESCRIPTION OF OPERATIONS / LOCATION / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

County of Hidalgo shall be named as additional insured on all Commercial General Liability policies.

CERTIFICATE HOLDER

Hidalgo County
Attn: Purchasing Department
2812 S Highway Bus. 281
Edinburg, Texas 78539

ADDITIONAL INSURED; INSURER LETTER: _____

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BY CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL ***30*** DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

SAMPLE

Insurance Requirement Acknowledgment

I, _____, authorized representative for _____,
Company/Vendor

hereby acknowledge receipt of the County's required insurance limits. Said requirements:

will be acquired within 10 working days after notification from Purchasing Department of award of project by the Hidalgo County Commissioners' Court;

will acquire additional amounts required to meet the County's requirements within 10 working days after notification from Purchasing Department of award of project by the Hidalgo County Commissioners' Court; currently carry the following

Professional Liability (Errors & Omissions): $_____

Automobile Liability: $_____ General Liability: $_____

have already been met, see attached copy of insurance certificate.

_____ _____
Authorized Representative Date

Notice to Proposer:

A certificate of insurance for the required insurance limits shall be provided to the Purchasing Department's Contract Managers in order to qualify for award and to execute a contract between your Company and the County

Failure to provide Certificates of Insurance to the Purchasing Department's Contract Managers will cause the award to be rescinded and re-awarded to next qualified vendor. Certificates of Insurance will be monitored and verified on a **quarterly basis** to ensure coverage policy is in place. It is the Company's obligation to maintain the appropriate insurance coverage throughout the term of the contract.

THIS FORM MUST ACCOMPANY YOUR PACKET

PROJECT REQUIREMENTS ACKNOWLEDGMENT

This is to certify that I, _____, possess all of the **APPLICABLE**:

1. Licenses: _____
2. Bonds: _____
3. Certificates: _____
4. Permits: _____
5. Other: _____

necessary to carry out the required project. Furthermore, I am providing copies of the required documentation so that, if my company is awarded this project, I may be eligible to enter into a contract with Hidalgo County and proceed to complete the project in a timely manner.

*** Any licenses, bonds, certificates, permits, etc. which are required must be presented as part of the packet in order to expedite the evaluation process. Failure to provide said documentation will result in the disqualification of your proposal/qualification.**

_____ _____

Authorized Signature Date

_____

Company

_____

Address

_____

City, State, Zip

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 05/29/2007

(Copy of receipt and this form must be submitted with bid)

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 nay of its officials or employees, any of the terms or provisions set forth in their Request for Proposal and subsequent agreement, except at a meeting open to all interested proposers, of which proper notice was given.

(3) Affiant, further states their officers, employees, or agents have not, and will not attempt to lobby, directly or indirectly, the Hidalgo County Commissioner's Court between proposal submission date and award by the Hidalgo County Commissioner's Court.

(4) Affiant further states no officer, or stockholder of the Proposer is a member of the staff, or related to any employee of the Hidalgo County except as noted herein below:

Signature/Title: _____

Subscribed and sworn to before me this _____day of _____, 20___.

_____

Notary Public

My commission expires:_____, 20___.

HIDALGO COUNTY
PURCHASING DEPARTMENT
Bidder/Vendor Application

Complete in print or type. Please return this application to the Hidalgo County Purchasing Department
thru Facsimile: (956) 318-2629 or (956) 292-7612
in person or regular mail to: 2812 S. Business Hwy. 281 , Edinburg, Texas 78539
or 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
- ☐ 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. 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 indicated for or otherwise criminally or civilly charged by a government entity with commission of any of the offenses enumerated herein; and

d. Have not within a three-year period preceding this bid proposal and/or application had one or more public transactions terminated for cause or default.

Signature:_____

Print Name:_____

Title:_____

Telephone Number:_____

Date:_____

If the bidder is unable to verify to all of the statements in this Certification, such bidder should attach an explanation to this proposal.

THIS PAGE MUST BE SUBMITTED WITH BID)

Hidalgo County
"Excess Workers' Compensation Insurance"
Exhibits - Table of Contents
RFP NO: 13-155-11-20-YSI

EXHIBITS:

1. Claim Summary Report:
   - 2003 Year to Present

2. 2012 Total Budgeted Compensation

3. Declaration Page

4. Head Start Program Locations Sites

5. 2012/2013 Budget-Go To Hidalgo County Website @ www.co.hidalgo.tx.us

Fiscal Year Summary WC - MO / Ind Group

Workers Comp - Medical Only / Indemnity Group

08/01/2013 - 08/31/2013

Insured : Hidalgo County - WC

Fiscal Year	Claim Type	Open	Closed	Total Claims	Paid This Period	Incurred This Period	Recovery this Period	Paid	Outstanding	Incurred	Recovery	Net Incurred
	Indem	0	88	88	0.00	0.00	0.00	1,183,305.98	0.00	1,183,305.98	(26,147.64)	1,157,158.34
	MO	0	97	97	0.00	0.00	0.00	96,282.65	0.00	96,282.65	0.00	96,282.65
	Rec Only	0	100	100	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
2003		0	285	285	0.00	0.00	0.00	1,279,588.63	0.00	1,279,588.63	(26,147.64)	1,253,440.99
	Indem	0	124	124	0.00	0.00	0.00	1,614,596.65	0.00	1,614,596.65	(275,601.63)	1,338,995.02
	MO	0	242	242	0.00	0.00	0.00	180,114.76	0.00	180,114.76	(5,959.00)	174,155.76
	Rec Only	0	282	282	0.00	0.00	0.00	155.68	0.00	155.68	0.00	155.68
2004		0	648	648	0.00	0.00	0.00	1,794,867.09	0.00	1,794,867.09	(281,560.63)	1,513,306.46
	Indem	3	119	122	1,129.84	1,129.84	0.00	1,024,319.35	6,550.39	1,030,869.74	(38,804.85)	992,064.89
	MO	0	194	194	0.00	0.00	0.00	146,241.03	0.00	146,241.03	(4,352.96)	141,888.07
	Rec Only	1	280	281	300.00	0.00	0.00	35,573.25	2,173.20	37,746.45	0.00	37,746.45
2005		4	593	597	1,429.84	1,129.84	0.00	1,206,133.63	8,723.59	1,214,857.22	(43,157.81)	1,171,699.41
	Indem	1	129	130	725.00	0.00	0.00	1,000,719.17	1,292.15	1,002,011.32	(17,856.27)	984,155.05
	MO	0	176	176	0.00	0.00	0.00	145,095.29	0.00	145,095.29	0.00	145,095.29
	Rec Only	0	241	241	0.00	0.00	0.00	720.19	0.00	720.19	0.00	720.19
2006		1	546	547	725.00	0.00	0.00	1,146,534.65	1,292.15	1,147,826.80	(17,856.27)	1,129,970.53
	Indem	0	146	146	0.00	0.00	0.00	1,007,178.03	0.00	1,007,178.03	(40,694.23)	966,483.80
	MO	0	160	160	0.00	0.00	0.00	115,142.76	0.00	115,142.76	0.00	115,142.76
	Rec Only	0	251	251	0.00	0.00	0.00	186.16	0.00	186.16	0.00	186.16
2007		0	557	557	0.00	0.00	0.00	1,122,506.95	0.00	1,122,506.95	(40,694.23)	1,081,812.72
	Indem	2	100	102	1,439.14	4,050.00	0.00	1,119,335.33	4,831.61	1,124,166.94	(22,359.32)	1,101,807.62
	MO	0	171	171	0.00	0.00	0.00	133,511.26	0.00	133,511.26	(323.47)	133,187.79
	Rec Only	0	313	313	0.00	0.00	0.00	119.01	0.00	119.01	0.00	119.01
2008		2	584	586	1,439.14	4,050.00	0.00	1,252,965.60	4,831.61	1,257,797.21	(22,682.79)	1,235,114.42
	Indem	0	122	122	0.00	0.00	0.00	652,293.89	0.00	652,293.89	(3,648.80)	648,645.09
	MO	0	157	157	0.00	0.00	0.00	108,983.31	0.00	108,983.31	0.00	108,983.31

Fiscal Year Summary WC - MO / Ind Group

Workers Comp - Medical Only / Indemnity Group

08/01/2013 - 08/31/2013

Fiscal Year	Claim Type	Open	Closed	Total Claims	Paid This Period	Incurred This Period	Recovery this Period	Paid	Outstanding	Incurred	Recovery	Net Incurred
Insured : Hidalgo County - WC												
	Rec Only	0	311	311	0.00	0.00	0.00	1,294.33	0.00	1,294.33	0.00	1,294.33
2009		0	590	590	0.00	0.00	0.00	762,571.53	0.00	762,571.53	(3,648.80)	758,922.73
	Indem	3	162	165	4,848.11	0.00	0.00	1,201,519.29	66,363.94	1,267,883.23	(31,776.26)	1,236,106.97
	MO	0	130	130	0.00	0.00	0.00	113,471.49	0.00	113,471.49	(6,000.00)	107,471.49
	Rec Only	0	274	274	0.00	0.00	0.00	407.99	0.00	407.99	0.00	407.99
2010		3	566	569	4,848.11	0.00	0.00	1,315,398.77	66,363.94	1,381,762.71	(37,776.26)	1,343,986.45
	Indem	6	197	203	8,294.98	10,006.30	0.00	1,355,621.28	73,018.60	1,428,639.88	(54,309.21)	1,374,330.67
	MO	0	132	132	0.00	0.00	0.00	114,087.35	0.00	114,087.35	0.00	114,087.35
	Rec Only	0	278	278	0.00	0.00	0.00	1,173.35	0.00	1,173.35	0.00	1,173.35
2011		6	607	613	8,294.98	10,006.30	0.00	1,470,881.98	73,018.60	1,543,900.58	(54,309.21)	1,489,591.37
	Indem	16	131	147	34,091.67	24,877.24	0.00	824,461.82	124,641.38	949,103.20	(11,007.54)	938,095.66
	MO	0	184	184	148.68	(563.47)	0.00	130,097.34	0.00	130,097.34	0.00	130,097.34
	Rec Only	0	237	237	0.00	0.00	0.00	744.54	0.00	744.54	0.00	744.54
2012		16	552	568	34,240.35	24,313.77	0.00	955,303.70	124,641.38	1,079,945.08	(11,007.54)	1,068,937.54
	Indem	29	59	88	53,189.89	124,028.64	0.00	212,602.24	213,512.61	426,114.85	0.00	426,114.85
	MO	39	73	112	13,475.71	14,160.55	0.00	72,704.84	36,927.46	109,632.30	0.00	109,632.30
	Rec Only	1	161	162	348.29	348.29	0.00	1,177.71	0.00	1,177.71	0.00	1,177.71
2013		69	293	362	67,013.89	138,537.48	0.00	286,484.79	250,440.07	536,924.86	0.00	536,924.86
	INDEM Total :	60	1,377	1,437	103,718.63	164,092.02	0.00	11,195,953.03	490,210.68	11,686,163.71	(522,205.75)	11,163,957.96
	MO Total :	39	1,716	1,755	13,624.39	13,597.08	0.00	1,355,732.08	36,927.46	1,392,659.54	(16,635.43)	1,376,024.11
	Rec Only Total :	2	2,728	2,730	648.29	348.29	0.00	41,552.21	2,173.20	43,725.41	0.00	43,725.41
	Insured Total :	101	5,821	5,922	117,991.31	178,037.39	0.00	12,593,237.32	529,311.34	13,122,548.66	(538,841.18)	12,583,707.48
	INDEM Total :	60	1,377	1,437	103,718.63	164,092.02	0.00	11,195,953.03	490,210.68	11,686,163.71	(522,205.75)	11,163,957.96
	MO Total :	39	1,716	1,755	13,624.39	13,597.08	0.00	1,355,732.08	36,927.46	1,392,659.54	(16,635.43)	1,376,024.11
	Rec Only Total :	2	2,728	2,730	648.29	348.29	0.00	41,552.21	2,173.20	43,725.41	0.00	43,725.41
	Grand Total :	101	5,821	5,922	117,991.31	178,037.39	0.00	12,593,237.32	529,311.34	13,122,548.66	(538,841.18)	12,583,707.48

Hidalgo County

Expenditure Summary Report

Standard Report Format

Account No/Description		Adjusted Budget	Y-T-D Encumb	Period Expended	Y-T-D Expended	Available Balance	Percent Used
2202 SELF-FUNDED WORKERS' COMP							
2-2202-419-50-115-060-0-141	HIDALGO CO W/C-LOST WAGES	338,944.64	.00	338,944.64	338,944.64	.00	100.00
2-2202-419-50-115-060-0-331	HIDALGO CO W/C-PHYSICIAN SERVICES	564,050.96	.00	564,050.96	564,050.96	.00	100.00
2-2202-419-50-115-060-0-333	HIDALGO CO W/C-LEGAL SERVICES	91,152.47	.00	91,152.47	91,152.47	.00	100.00
2-2202-419-50-115-060-0-820	HIDALGO CO W/C-CLAIMS & JUDGEMENTS NOT C	.00	.00	27,000.00	27,000.00	-27,000.00	.00
060		994,148.07	.00	1,021,148.07	1,021,148.07	-27,000.00	102.72
2-2202-419-50-115-061-0-333	DD 1 W/C-LEGAL SERVICES	468.17	.00	468.17	468.17	.00	100.00
2-2202-419-50-115-061-0-820	DD 1 W/C-CLAIMS & JUDGEMENTS NOT COVERED	.00	.00	-1,000.00	-1,000.00	1,000.00	.00
061		468.17	.00	-531.83	-531.83	1,000.00	-113.60
2-2202-419-50-115-062-0-333	CSA W/C-LEGAL SERVICES	.00	.00	.00	.00	.00	.00
2-2202-419-50-115-062-0-820	CSA W/C-CLAIMS & JUDGEMENTS NOT COVERED	.00	.00	-2,000.00	-2,000.00	2,000.00	.00
062		.00	.00	-2,000.00	-2,000.00	2,000.00	.00
2-2202-419-50-115-063-0-141	HEADSTART W/C-LOST WAGES	43,919.90	.00	43,919.90	43,919.90	.00	100.00
2-2202-419-50-115-063-0-331	HEADSTART W/C-PHYSICIAN SERVICES	215,800.65	.00	206,409.93	206,409.93	9,390.72	95.65
2-2202-419-50-115-063-0-333	HEADSTART W/C-LEGAL SERVICES	18,077.63	.00	18,077.63	18,077.63	.00	100.00
2-2202-419-50-115-063-0-820	HEADSTART W/C-CLAIMS & JUDGEMENTS NOT CO	.00	.00	12,000.00	12,000.00	-12,000.00	.00
063		277,798.18	.00	280,407.46	280,407.46	-2,609.28	100.94
2-2202-419-50-115-065-0-113	DBM-W/C DIV-REG F/T EMPLOYEES	196,397.93	.00	196,397.93	196,397.93	.00	100.00
2-2202-419-50-115-065-0-115	DBM-W/C DIV-LONGEVITY PAY	1,627.50	.00	1,627.50	1,627.50	.00	100.00
2-2202-419-50-115-065-0-211	DBM-W/C DIV-HEALTH INSURANCE	20,820.00	.00	16,656.00	16,656.00	4,164.00	80.00
2-2202-419-50-115-065-0-212	DBM-W/C DIV-LIFE INSURANCE	135.00	.00	135.00	135.00	.00	100.00
2-2202-419-50-115-065-0-220	DBM-W/C DIV-FICA	14,782.48	.00	14,711.74	14,711.74	70.74	99.52
2-2202-419-50-115-065-0-230	DBM-W/C DIV-RETIREMENT	19,734.76	.00	19,734.76	19,734.76	.00	100.00
2-2202-419-50-115-065-0-250	DBM-W/C DIV-UNEMPLOYMENT COMP	1,466.18	.00	1,390.21	1,390.21	75.97	94.82
2-2202-419-50-115-065-0-260	DBM-W/C DIV-WORKERS COMP	5.29	.00	5.29	5.29	.00	100.00
2-2202-419-50-115-065-0-311	DBM-W/C DIV-MGMT CONSULTING SRV	5,296.40	.00	3,600.00	3,600.00	1,696.40	67.97
2-2202-419-50-115-065-0-339	DBM-W/C DIV-OTHER PROF SRV	26,500.00	.00	.00	.00	26,500.00	.00
2-2202-419-50-115-065-0-432	DBM-W/C DIV-EQUIP&VEH R&M SRV	2,961.72	.00	1,194.46	1,194.46	1,767.26	40.33
2-2202-419-50-115-065-0-442	DBM-W/C DIV-EQUIP & VEHICLE RENTALS	5,314.74	.00	3,121.66	3,121.66	2,193.08	58.74
2-2202-419-50-115-065-0-531	DBM-W/C DIV-TELEPHONE	800.00	.00	774.60	774.60	25.40	96.83
2-2202-419-50-115-065-0-532	DBM-W/C DIV-WIRELESS DEVICES	654.36	.00	.00	.00	654.36	.00
2-2202-419-50-115-065-0-535	DBM-W/C DIV-POSTAGE	500.00	.00	373.61	373.61	126.39	74.72
2-2202-419-50-115-065-0-550	DBM-W/C DIV-PRINTING & BINDING	450.00	.00	197.85	197.85	252.15	43.97
2-2202-419-50-115-065-0-560	DBM-W/C DIV-MICROFILM & FILM DEVELOPMENT	500.00	.00	.00	.00	500.00	.00
2-2202-419-50-115-065-0-581	DBM-W/C DIV-TRAVEL IN COUNTY	1,000.00	.00	.00	.00	1,000.00	.00
2-2202-419-50-115-065-0-583	DBM-W/C DIV-TRAVEL OUT OF COUNTY	6,700.00	.00	500.20	500.20	6,199.80	7.47
2-2202-419-50-115-065-0-584	DBM-W/C DIV-REGISTRATION FEES	7,650.00	.00	220.00	220.00	7,430.00	2.88
2-2202-419-50-115-065-0-601	DBM-W/C DIV-OFFICE & COMPU SUPPL	9,050.50	.00	4,740.33	4,740.33	4,310.17	52.38

Account No/Description		Adjusted Budget	Y-T-D Encumb	Period Expended	Y-T-D Expended	Available Balance	Percent Used
2202 SELF-FUNDED WORKERS' COMP							
2-2202-419-50-115-065-0-613	DBM-W/C DIV-SAFETY SUPPLIES	68.00	.00	68.00	68.00	.00	100.00
2-2202-419-50-115-065-0-626	DBM-W/C DIV-GASOLINE/DIESEL	8,789.28	.00	5,680.49	5,680.49	3,108.79	64.63
2-2202-419-50-115-065-0-631	DBM-W/C DIV-BOTTLED WATER	720.90	.00	228.20	228.20	492.70	31.65
2-2202-419-50-115-065-0-661	DBM-W/C DIV-MINOR OFFICE FURN & EQUIP	4,427.60	.00	1,225.37	1,225.37	3,202.23	27.68
2-2202-419-50-115-065-0-667	DBM-W/C DIV-MINOR SOFTWARE	2,000.00	.00	.00	.00	2,000.00	.00
2-2202-419-50-115-065-0-672	DBM-W/C DIV-EQ&VEH R&M SUPPLIES	700.00	.00	.00	.00	700.00	.00
2-2202-419-50-115-065-0-745	DBM-W/C DIV-COMPUTER EQUIPMENT	6,000.00	.00	2,391.50	2,391.50	3,608.50	39.86
2-2202-419-50-115-065-0-855	DBM-W/C DIV-LATE FEES,PENALTIES & FINANC	60.00	.00	5.28	5.28	54.72	8.80
2-2202-419-50-115-065-0-870	DBM-W/C DIV-DEPRECIATION	.00	.00	4,526.29	4,526.29	-4,526.29	.00
065		**345,112.64**	**.00**	**279,506.27**	**279,506.27**	**65,606.37**	**80.99**
2-2202-419-50-115-066-0-350	CLAIMS SERVICING-OTHER SERVICES	171,000.00	.00	171,000.00	171,000.00	.00	100.00
2-2202-419-50-115-066-0-524	CLAIMS SERVICING-GENERAL INSURANCE	160,000.00	.00	160,000.00	160,000.00	.00	100.00
066		**331,000.00**	**.00**	**331,000.00**	**331,000.00**	**.00**	**100.00**
2202 SELF-FUNDED WORKERS' COMP		**1,948,527.06**	**.00**	**1,909,529.97**	**1,909,529.97**	**38,997.09**	**98.00**
2 YEAR 2012		**1,948,527.06**	**.00**	**1,909,529.97**	**1,909,529.97**	**38,997.09**	**98.00**

TEMPORARY CONFIRMATION OF INSURANCE

Assigned No.: CP0641948

This Temporary Confirmation of Insurance is evidence that, in accordance with your instructions and acting on your behalf, we have procured from certain Insurer(s) the coverage described hereinafter. This Confirmation is subject to all the terms and conditions of the Policy or Cover Note to be issued and shall be automatically terminated and voided by delivery of said Policy or Cover Note. In the event of any inconsistency, the terms and conditions of the Policy or Cover Note prevail.

HIDALGO COUNTY EMPLOYEES
2011 DEC 29 PM 4 03

1.	Name of Assured	**HIDALGO COUNTY**				
2.	Mailing Address:	2812 S. BUSINESS 281, NEW ADMINISTRATION BUILDING EDINBURG, TX 78539				
3.	Insurer(s):	**STAR INSURANCE COMPANY** A.M. Best's Rating: **A-IX**				
4.	Confirmation Term	From: **01/01/2012**	To:	**Policy/Cover Note Issuance**	**TIME**	12:01 A.M. C.S.T.
5.	Policy Term	From: **01/01/2012**	To:	**01/01/2013**	**TIME**	12:01 A.M. C.S.T.
6.	Coverage:	**EXCESS LIABILITY COVERAGE**				
7.	Interest:	**PER DECLARATIONS**				
8.	Limits of Liability:	**$ 1,000,000 Each Accident / Occurrence Limit** **$ 2,000,000 Policy Aggregate Limit** **Workers' Compensation Statutory Coverage**				
9.	Underlying Limit(s) and Deductible(s):			**$ 1,000,000 General Liability Self-Insured Retention** **$ 350,000 Workers' Compensation Self-Insured Retention**		
10.	Description of Location and Subject of Insurance:			**PER DECLARATIONS**		
11.	Service of Suit should be sent per General Conditions herein.					
12:	Rate:	**PER DECLARATIONS**				
13.	Premium:	**$ 160,000.00**		**PAYABLE TO:**	McGriff, Seibels & Williams of Texas, Inc. Drawer 456 / P.O. Box 11407 Birmingham, AL 35246-0001	
	Policy Fee:	**$ -**				
	TOTAL:	**$ 160,000.00**		**NO FLAT CANCELLATIONS**		

2012 JAN 3 PM 3 20
RECEIVED BY

PREMIUM DUE DATE TO MSW: 01/01/2012

14. This confirmation is made and accepted subject to the foregoing stipulations and General Conditions attached hereto, which are specially referred to and made a part of this Confirmation together with such other provisions, agreements or conditions as may be endorsed hereon or added hereto; and no officer, agent or other representative of the Undersigned shall have power to waive or be deemed to have waived any provisions or condition of this Confirmation unless such waiver, if any shall be written upon or attached hereto, nor shall any privilege or permission affecting this Confirmation exist or be claimed by the Assured unless so written or attached.

Issued at: San Antonio, Texas

McGRIFF, SEIBELS & WILLIAMS OF TEXAS, INC.

On: December 27, 2011

BY: _____

Authorized Representative

(sgs)

COPY

IMS / London American
Campbell Centre II -Suite 1450, North Central Ex
Dallas, TX 75206
Voice (214) 373-3936 * Fax (214) 739-1904

BINDER

No. CP0641948

Previous No.
CP0513734

Named Insured:
County of Hidalgo, Texas

2818 South Business 281
Edinburg TX 78539

Jackie Day

McGriff, Seibels, (Dal)
Williams of Texas, Inc.
5080 Spectrum Dr. Ste 900E
Addison TX 75001

Fax: (469) 232-2101

Name of Insurer(s)
Star Insurance Company 100%

Binder Effective: 01-01-12 to 01-01-13
Policy Effective: 01-01-12 to 01-01-13
12:01 A.M. Standard Time

TYPE OF POLICY: Excess General Liability and Workers Compensation

LIMITS: Liability - $1,000,000/$2,000,000
Workers Compensation - Statutory

SIR: Liability - $1,000,000
Workers Compensation - $350,000

TERMS/CONDITIONS: Per Policy to be Issued

HIDALGO COUNTY EMPLOYEE BENEFITS
2011 DEC 29 PM 4 09

TOTAL PREMIUM $60,000.00

CONDITIONS: THIS TEMPORARY BINDING OF COVERAGE SHALL BE VOID FROM THE BEGINNING IF THE UNDERWRITER DOES NOT RECEIVE, REVIEW AND ACCEPT SUCH MATERIALS AND INFORMATION REQUESTED ABOVE WITHIN THE TIME FRAME STATED. THIS BINDER IS ALSO CANCELLED WHEN A POLICY IS ISSUED.

RECEIVED
2011 DEC 30 PM 3 18

Date November 29, 2011 Authorized Representative:

(OMNI 7 DC0064-020808/1111291403) ORIGINAL Copy Contact: JILL SHAW

COPY

Hidalgo County Head Start Program
Center Directory 2013-2014

ALAMO H/S CENTER
C.M.: *JUAN R. NAVEJA*
303 South 7th
Alamo, TX 78516
Phone #: 787-4318
Fax #: 283-0573

ALTON H/S CENTER
C.M.: *SIMONA PENA*
202 W. Dawes Ave.
Alton, TX 78572
Phone #: 581-8854
Fax #: 583-6016

DONNA I H/S CENTER
CM: *MARIA H NAJERA*
1402 Silver Ave.
Donna, TX 78537
Phone #: 464-2443
Fax #: 464-5373

DONNA II H/S CENTER
CM: *NINFA MUNGUIA*
1715 Miller Ave.
Donna, TX 78537
Phone #: 464-2561
Fax #: 461-3830

DONNA IV H/S CENTER
C.M: *NINFA MUNGUIA*
202 West South Avenue
Donna, TX 78537
Phone #: 461-2699
Fax #: 461-3245

EDCOUCH H/S CENTER
C.M: *ALEJANDRA PEREZ*
W. Hwy 107 & Mile 4 N.
Edcouch, TX 78538
Phone #: 262-4552
Fax #: 262-7527

EDINBURG I H/S CENTER
C.M: *MARIA SALINAS*
225 South 25th St.
Edinburg, TX 78539
Phone #: 383-3922/383-0931
Fax #: 383-0823

EDINBURG II H/S CENTER
C.M.: *MARIA D. GUTIERREZ*
1200 North 1st St.
Edinburg, TX 78539
Phone #: 380-1088/289-1966
Fax #: 287-9321

EDINBURG III H/S CENTER
C.M : MARIA SALINAS
3817 South I Rd.
Edinburg, TX 78539
Phone #: 383-7041
Fax #: 383-7370

EDINBURG IV H/S CENTER
C.M.: *ESTEFANA BARCO*
3215 Richardson Rd.
Edinburg, TX 78539
Phone #: 383-4730
Fax #: 316-0432

EDINBURG V H/S CENTER
C.M.: *ANA VILLARRUTIA*
3500 E. F.M. 2812
Edinburg, TX 78539
Phone #: 383-0665
Fax: 383-2760

ELSA H/S CENTER
C.M.: *ALICIA BECERRA*
700 Northwest Hidalgo
Elsa, TX 78543
Phone #: 262-4542
Fax #: 262-3644

HIDALGO H/S CENTER
C.M.: *MARIO RENDON, JR.*
607 South 5th St.
Hidalgo, TX 78557
Phone #: 843-8361/843-6321
Fax #: 843-6739

LA HERENCIA H/S CENTER
C.M.: *OLGA RUBIO*
RR 3 Box 3059
Mercedes, TX 78570
Phone #: 514-4828
Fax #: 514-4917

LA JOYA H/S CENTER
C.M.: *MARISSA GUERRA*
105 E. 5th & Leo Ave.
La Joya, TX 78560
Phone #: 581-2022-581-1372
Fax #: 584-7298

LAS MILPAS I H/S CENTER
C.M.: *VIRGINIA MONTANEZ*
714 Zapata Ave.
Pharr, TX 78577
Phone #: 783-1723
Fax #: 781-2696

LAS MILPAS II H/S CENTER
C.M.: *VERONICA ZAMORA*
901 E. Thomas
Pharr, TX 78577
Phone #: 787-6525 /781-6309
Fax #: 787-6431

AUSTIN (A-1) H/S CENTER
C.M.: *MARTHA DE LEON*
2100 FIR ST
McAllen, TX 78501
Phone #: 631-4240 /630-9876
Fax #: 682-5709

MCALLEN IV H/S CENTER
C.M.: *IMELDA VELA*
3900 South Ware Road
McAllen, TX 78501
Phone #: 618-3797 /687-3665
Fax #: 618-1256

MCALLEN V H/S CENTER
C.M.: *LUDIVINA ALMAGUER*
1200 North 25th St.
McAllen, TX 78501
Phone #: 928-1396
Fax #: 994-8292

MCALLEN VI H/S CENTER
C.M.: *LETICIA RODRIGUEZ*
2601 Sarah Avenue
McAllen, TX 78502
Phone #: 683-8166 /683-0492
Fax #: 683-1966

VINE TERRACE H/S CENTER
C.M.: *LUDIVINA ALMAGUER*
2220 (B) North 27th St.
McAllen, TX 78501
Phone #: 687-9437
Fax #: 630-4707

MERCEDES I H/S CENTER
C.M.: *LUISA BARRERA*
1100 W. Expressway 83
Mercedes, TX 78570
Phone #: 565-5062
Fax #: 514-1163

MERCEDES II H/S CENTER
C.M.: *OLGA RUBIO*
3601 East Mile 8 North
Weslaco, TX 78596
Phone #: 514-5492
Fax #: 514-1247

MISSION I H/S CENTER
C.M.: *ZORAIDA GARCIA*
115 Mayberry
Mission, TX 78572
Phone #: 581-2031
Fax #: 585-7802

MISSION II H/S CENTER
C.M.: *ESTELLA GONZALEZ*
1105 East 8th St.
Mission, TX 78572
Phone #: 581-3635
Fax #: 583-6218

MISSION III H/S CENTER
C.M.: *DIANA MIRELES*
3401 N. Mayberry
Mission, TX 78572
Phone #: 580-9709
Fax #: 581-3252

MISSION IV H/S CENTER
C.M.: *DIANA ANZALDUA*
301 South Inspiration
Mission, TX 78574
Phone #: 581-6409 /581-6453
Fax #: 581-1835

MONTE ALTO H/S CENTER
C.M.: *ALICIA BECERRA*
25249 1st Street
Monte Alto, TX 78538
Phone #: 262-4591
Fax #: 262-9229

PALMVIEW I H/S CENTER
C.M.: *ANNA CEDILLO*
1208 Paula Dr., Unit I
Palmview, TX 78574
Phone #: 580-6965
Fax #: 519-7373

PALMVIEW II H/S CENTER
C.M.: *CYNTHIA GONZALEZ*
618 N Breyfogle Rd.
Palmview, TX 78574
Phone #: 583-4435 /583-4413
Fax #: 584-3178

PALMVIEW III H/S CENTER
C.M: *ANA CEDILLO*
1208 Paula Dr., Unit III
Palmview, TX 78574
Phone #: 584-3860
Fax #: 584-3857

PHARR H/S CENTER
C.M.: *MARIZA GARCIA*
415 E. Clark
Pharr, TX 78577
Phone #: 781-0116 /283-7827
Fax #: 787-4750

PROGRESO H/S CENTER
C.M.: *MARICELA INFANTE*
109 W. Palm Ave
Progresso, TX 78579
Phone #: 565-0107
Fax #: 514-0317

SAN CARLOS H/S CENTER
C.M.: *IRMA GONZALEZ*
134 North 86
San Carlos, TX 78539
Phone #: 381-9119
Fax #: 381-9307

SAN JUAN I H/S CENTER
C.M.: *VERONICA GARCIA*
200 North Cougar
San Juan, TX 78589
Phone #: 787-4358
Fax #: 787-8265

SAN JUAN II H/S CENTER
C.M.: *NORMA DONAVA*
601 Earling Rd.
San Juan, TX 78589
Phone #: 782-1056/ 781-7486
Fax #: 781-9022

SULLIVAN CITY H/S CENTER
C.M.: *MIRTA TRIGO*
379 E. Expressway 83
Sullivan City, TX 78595
Phone #: 485-2996
Fax #: 485-9597

UTPA H/S CENTER
C.M.: *MARIA D. GUTIERREZ*
1201 W. University Dr.
College of Ed., Rm 1.408/1.410
Edinburg, TX 78539
Phone #: 665-2465
Fax #: 665-2466

WESLACO I H/S CENTER
C.M.: *NATALIA SALAS*
310 N. Kansas St.
Weslaco, TX 78596
Phone #: 968-3886
Fax #: 969-8116

WESLACO II H/S CENTER
C.M.: *NATALIA SALAS*
3030 N. TEXAS BLVD.
Weslaco, TX 78596
Phone #: 969-3064
Fax #: 447-1789

WESLACO III H/S CENTER
C.M.: *JESSE VELA*
1317 W. Expressway 83
Weslaco, TX 78596
Phone #: 968-9751
Fax #: 969-8668

WESTERN RD H/S CENTER
C.M.: *PETRA MARTINEZ*
8245 E. Poinsetta Dr.
Mission, TX 78573
Phone #: 583-9700
Fax #: 581-8155

ADMINISTRATION OFFICE
1901 W. State Hwy 107
McAllen, TX 78504
P.O. Box 0117
Edinburg, TX 78540-0117
Phone #: 383-0706

DEPARTMENT FAX #s:

Administration: 380-2588
Procurement: 381-0439
Finance: 380-4118
Special Services : 380-4146
Family Services: 380-4163
Personnel: 380-4176
Staff/Edc/Tran: 380-4178
Child Nutrition: 380-4179
Health/Mental Health:380-4153
Insurance: 380-4176
Maintenance/Trans: 380-4180

CENTRAL KITCHENS:

EDCOUCH KITCHEN
HEAD COOK:
BERTHA HERNANDEZ
W. Hwy 107 & Mile 4 N.
Edcouch, TX 78538
Phone #: 262-2552 / 262-9867
Fax #: 262-5284

PALMVIEW KITCHEN
HEAD COOK:
SUSANA GARCIA
1208 Paula Dr., Unit II
Mission, TX 78572
Phone #: 581-7415
Fax #:581-0020

911 Addresses

Revised: 08.20.13

Zimbra **yvette.salinas@co.hidalgo.tx.us**

Fwd: HIDALGO COUNTY: Excess Workers Compensation Renewal Offer 2016-2017

From : Angelica Tapia <angelica.tapia@co.hidalgo.tx.us> Thu, Nov 19, 2015 09:41 AM
Subject : Fwd: HIDALGO COUNTY: Excess Workers Compensation Renewal Offer 2016-2017 11 attachments
To : Yvette Salinas <yvette.salinas@co.hidalgo.tx.us>
Cc : Flora Vazquez <flora.vazquez@co.hidalgo.tx.us>

Good Morning Yvette,

Attached please find Montalvo's invoice and related flyers. Please process it for 12/1/15 CC meeting. Please let me have a copy of the approved items so that I can submit payment request to the Auditor's Office.

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

Zimbra **yvette.salinas@co.hidalgo.tx.us**

Re: E-14-414-11-18 Excess Workers Comp. Insurance

From : Angelica Tapia <angelica.tapia@co.hidalgo.tx.us> Fri, Nov 06, 2015 04:33 PM

Subject : Re: E-14-414-11-18 Excess Workers Comp. Insurance

To : Yvette Salinas <yvette.salinas@co.hidalgo.tx.us>

Cc : Flora Vazquez <flora.vazquez@co.hidalgo.tx.us>

Hi Yvette,

Yes, please. Our office wishes to extend one more year. I am currently working with Jessie at Montalvo to provide her the needed information so that they can in turn provide the County with a quote. As soon as this process is done, I will let you know.

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: "Yvette Salinas" <yvette.salinas@co.hidalgo.tx.us>

To: "Flora Vazquez" <flora.vazquez@co.hidalgo.tx.us>, "Angelica Tapia" <angelica.tapia@co.hidalgo.tx.us>

Sent: Friday, November 6, 2015 4:24:15 PM

Subject: E-14-414-11-18 Excess Workers Comp. Insurance

Good Afternoon Ladies,

The above mentioned coverage is set to expire on January 1, 2016. Hidalgo County has the option to extend for an additional one year term. This would be the final extension available under this agreement with Montalvo Insurance Agency.

Do you want to exercise the option to extend for the additional (1) one year term? If so I will need the quote and invoice to place it on CC as soon as possible.

Kindly reply to this message for record keeping purposes.

Have a great weekend.

Respectfully,
Yvette Salinas
Buyer III
Hidalgo County Purchasing Department
2812 S. Business Highway 281
Edinburg, Texas 78539
956-318-2626
yvette.salinas@co.hidalgo.tx.us

Montalvo Insurance Agency
208 South Texas Blvd
PO Box 2
Weslaco, Texas 78599

INVOICE

Customer	Hidalgo County
Date	11/19/2015
Customer Service	
Page	

Payment Information

Invoice Summary	
Payment Amount	$194,640.00
Payment for:	Excess Workers Compensation

Hidalgo County
PO Box 880
McAllen, Texas 78505

Thank You

Customer:

Invoice	Transaction	Description	Amount
	Renewal Offer	Excess Workers Compensation Offer 01/01/2016 – 01/01/2017	$194,640.00

Payment due upon receipt! – Please make check payable to Montalvo Insurance Agency

Total
$ 194,640.00

(956)968-5521

Montalvo Insurance Agency
PO Box 2
Weslaco, Texas 78599

Date

MONTALVO INSURANCE AGENCY

TEL. (956) 968-5521 • FAX (956) 969-9198

EXCESS WORKERS' COMPENSATION INSURANCE QUOTATION

Name of Risk: **HIDALGO COUNTY**
Account: 6004880 Previous Policy Number: AGC4052101

Specific & Aggregate Excess

Contract Terms	Option 1170380197		Option 1153384441	
Liability Period	01/01/2016 - 01/01/2017		01/01/2016 - 01/01/2017	
Payroll Reporting Period	01/01/2016 - 01/01/2017		01/01/2016 - 01/01/2017	
Payroll	$ 134,234,273		$ 134,234,273	
Manual Premium	$ 1,462,447		$ 1,462,447	
Experience Modification Factor	1.000		1.000	
Standard Premium	$ 1,462,447		$ 1,462,447	
Self-Insured Retention	$ 600,000		$ 500,000	
Specific Limit	Statutory		Statutory	
Employers Liability Limit	Per Occ	$ 1,000,000	Per Occ	$ 1,000,000
Loss Fund Rate	Rate % Std Premium	190.00 %	Rate % Std Premium	180.00 %
Estimated Loss Fund		$ 2,778,649		$ 2,632,405
Minimum Loss Fund	Est. x 100.00 %	$ 2,778,649	Est. x 100.00 %	$ 2,632,405
Aggregate Excess Limit		$ 2,000,000		$ 2,000,000
Loss Limitation		$ 600,000		$ 500,000
Premium Rate	Rate $100 Payroll	$ 0.133	Rate $100 Payroll	$ 0.145
Deposit Premium		$ 178,532		$ 194,640
Minimum Premium		$ 178,532		$ 194,640
	Adjustable		Adjustable	
Pay Plan	ANNUAL PAYMENT		ANNUAL PAYMENT	
Audit Type	Voluntary		Voluntary	

*Quote expires 1 day after Payroll Reporting Period effective date for each Quote Option.

EXCESS WORKERS' COMPENSATION INSURANCE QUOTATION

Endorsements:

General Endorsements applicable to all quote options:
0291 00 0708 (XWC) VOLUNTARY COMPENSATION ENDORSEMENT-PREMIUM DELINEATION
0293 00 0906 (XWC) FOREIGN VOLUNTARY WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY
0341 02 0196 (XWC) SPECIFIC EXCESS COVERAGE (CASH FLOW PROTECTION)
TEXAS MANDATORY ENDORSEMENT(S), IF APPLICABLE
1061 11 0115 (XWC) POLICYHOLDER DISCLOSURE NOTICE OF TERRORISM INSURANCE COVERAGE

Contingencies:
The quote is subject to the following:

1. Subject to receipt, review and acceptance of information contained in SNCC's Employee Concentration Supplemental Information (08/04) form prior to binding.
2. This Agreement will include coverage for Workers' Compensation loss caused by acts of terrorism as defined in the Agreement. Coverage for such losses will still be subject to all terms, definitions, exclusions, and conditions in the Agreement, & any applicable federal and/or state laws, rules, or regulations. Be advised that, under the Terrorism Risk Insurance Act of 2002 as amended and extended by the Terrorism Risk Insurance Program Reauthorization of 2015 (collectively, the Act), terrorism losses would be partially reimbursed by the U.S. Government under a formula established by the Act. Under this formula, the U.S. Government would generally reimburse 80% to 85% of covered terrorism losses exceeding a deductible paid by us. The Act contains $100 billion cap that limits the reimbursement from the U.S. Government as well as from all insurers. If aggregate insured losses for all insurers exceed $100 billion, your coverage may be reduced. The portion of the EMPLOYER's annual premium attributable to coverage for losses caused by a certified act of terrorism is: 0.5%

Comments:
1. Endorsements mandated by the coverage state(s) will automatically be added to your policy regardless of whether they are shown in the above schedule. In addition, a change in an endorsement form number may occur as a result of state filing requirements/updates arising subsequent to this quote.
2. Included in our quote are the MAP Client Services. These resources consist of both risk control and claim services including: Safety Essentials On-line; Workers' Comp Kit; Safety Training Source; and Best Doctors Catcare and Ask Best Doctors programs - which provide in-depth case review by world renowned doctors.
3. This Agreement will include coverage for Workers' Compensation loss caused by acts of terrorism as defined in the Agreement. Coverage for such losses will still be subject to all terms, definitions, exclusions, and conditions in the Agreement, & any applicable federal and/or state laws, rules, or regulations. Be advised that, under the Terrorism Risk Insurance Act of 2002 as amended, terrorism losses would be partially reimbursed by the U.S. Government under a formula established by the Act. Under this formula, the U.S. Government would generally reimburse 85% of covered terrorism losses exceeding a deductible paid by us. The Act contains $100 billion cap that limits the reimbursement from the U.S. Government as well as from all insurers. If aggregate insured losses for all insurers exceed $100 billion, your coverage may be reduced. The portion of the EMPLOYER's annual premium attributable to coverage for losses caused by a certified act of terrorism is: 0.5%
4. Cash Flow Endorsement Retention: $350,000 for the 500 SIR level and $400,000 for the 600 SIR.

CRISIS PROTECTION

SAFETY NATIONAL

Domestic Crisis Management and International Extraction

Safety National Crisis Protection is a crisis management and extraction benefit provided exclusively for Safety National's Excess and Large Deductible Workers' Compensation customers. If your business undergoes a qualifying "Domestic Crisis Event" that directly involves your business and involves the death of two or more of your employees, Safety National will either pay one of our approved vendors to assist with crisis management or reimburse you directly for the approved costs incurred with a vendor of your choice. If you experience a qualifying "International Extraction Crisis Event" that requires international employee extraction, we will reimburse you directly for the approved costs.

How Does It Work?

If a qualifying "Domestic Crisis Event" or "International Extraction Crisis Event" occurs, Safety National Crisis Protection will help you minimize post-crisis risk to the organization, its stakeholders and employees directly involved in the event (including immediate family of the involved employee). The annual, aggregate limit for these complimentary benefits, or any combination of the two, is $50,000. These benefits are accessible when you need them and are provided by Safety National free of charge.

"Domestic Crisis Events" Include:

Multiple employee deaths (two or more) resulting from the following man-made events:

- Explosion
- Arson
- Bombing
- Workplace Violence
- Structural Fire
- Vehicular Accident

Multiple employee deaths (two or more) resulting from the following natural disasters:

- Tornado
- Explosion
- Wildfire
- Structural Fire
- Earthquake and any Resulting Tsunami
- Hurricane
- Flood

"International Extraction Crisis Events" Include:

Employee extraction necessitated by the following:

Man-Made Events:

- Explosion
- Arson
- Bombing
- Riot
- Government Collapse & Political Unrest

Natural Disasters:

- Tornado
- Explosion
- Wildfire
- Earthquake and any Resulting Tsunami
- Cyclone/Typhoon/Hurricane
- Flood

Benefits:

- Provided at no cost to policyholders, with a $50,000 annual, aggregate benefit limit for a qualifying "Domestic Crisis Event," a qualifying "International Extraction Crisis Event" or any combination of the two.
- A 24-hour crisis hotline to preferred and approved "Domestic Crisis Event" vendors.
- Benefit extends to immediate family of an employee that is directly involved in the "Domestic Crisis Event."
- The benefit can be used for qualified "Domestic Crisis Events" to help you with:
  - Crisis Management
  - Crisis Response
  - Public Relations
  - Emergency Psychological Treatment
- Includes crisis communication and media management.
- Short-term counseling and referral for directly involved employees and their immediate family.

SAFETY NATIONAL

For more information about Safety National Crisis Protection, please visit www.safetynational.com/crisis_protection. If you have additional questions about this free benefit, please contact us at crisisprotection@safetynational.com.

TOKIO MARINE GROUP

Safety National at a Glance

Proceed with Safety

Company History and Background

- Specialists in Workers' Compensation since 1942
- Licensed and admitted in all 50 states, the District of Columbia, Guam, Puerto Rico, Canada, and the U.S. Virgin Islands
- Exclusive distribution through brokers and agents
- Leading and longest continual provider of Excess Workers' Compensation in the United States
- High level of dedication, knowledge, experience and quality service distinguish us in the marketplace
- Named one of the "Best Places to Work" by Business Insurance magazine

Financial Strength and Stability*

- Policyholders' surplus - $1.4 billion (14.9% increase over 6/14) and $5.3 billion in assets
- A.M. Best Rating "A+" (Superior) Financial Size Category XIII
- Standard & Poor's "A" (Strong)
- A member of the Tokio Marine Group, with approximately $172 billion in total assets. The Group's main operating subsidiary, Tokio Marine & Nichido Fire (TMNF), enjoys an A.M. Best rating of A++ (Superior), Financial Size Category XV.

Products and Services

- Excess Workers' Compensation
  - Specific and Aggregate Excess Coverage for individual or group self-insureds
  - Monoline Aggregate Coverage
- Self-Insurance Bonds
- Loss Portfolio Transfers (LPT)
- TEXcess®- Texas Non Subscriber Program
- Oklahoma Elect
- Safety National Re
- Public Entity Multi-Line Coverage
- Large Casualty Program
  - Large Deductible Workers' Compensation
  - Auto and General Liability
- Alternative Risk Programs
- MAP Client Services
  - Risk Control Services
  - Safety National Crisis Protection
- Best Doctors Partnership

** as of June 30, 2015*

AI-52327 **Purchasing Department** **21. G. 1.**

CC - REGULAR

Meeting Date: 12/01/2015

Submitted By: Yvette Islas,
PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

Presentation for discussion, consideration, and action on a recommendation by project engineer Hidalgo County Planning Department, to award to lowest bidder meeting all specifications: 2GS, LLC in the amount of $197,079.50 for Bid No. CAP-15-332-10-14-YSS "Road Construction for Tijerina Subdivision".

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2015 **ACCT. #:** 5-1312-431-00-121-727-1-721

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

BUDGETARY IMPACT:

Funds available as of 11-25-15.

FISCAL YEAR: 2015 **ACCT. #:** 5-1345-431-00-121-727-0-721

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

BUDGETARY IMPACT:

Funds available as of 11-25-15.

Attachments

tijerina award bk up

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Darlene Betancourt	11/25/2015 01:14 PM
Budget & Management	Veronica Ortiz	11/25/2015 01:35 PM
Ivan Cantu	Ivan Cantu	11/25/2015 02:30 PM
Auditor's Office	Monica Badillo	11/25/2015 03:08 PM
Form Started By: Yvette Islas		Started On: 11/19/2015 09:58 AM
Final Approval Date: 11/25/2015		

Tijerina Estates Subdivision
CSJ: 3C1080727
Cost Breakdown
Precinct 1

Item No.	Bid Item No.	Item Description	Quantity	Unit	Unit Price	Amount Bid
		ROADWAY				
1		EXCAVATION (ROADWAY)	843	CY	$12.00	$10,116.00
2		6" RD GRADER WORK (DENS CONT.) SUB-GRADE	22.76	STA	$700.00	$15,932.00
3		8" FLEX BASE (CMP IN PLC) (TY D)	7,081	SY	$7.50	$53,107.50
4		EN-1 ROAD STABILIZER FOR SSUB-GRADE (6")	7,081	SY	$3.00	$21,243.00
5		ASPH Matrl. (MC-30)	1,214	GAL	$6.00	$7,284.00
6		2" ASPH CONC TY D	6,069	SY	$13.00	$78,897.00
7		BARRICADES, SIGNS, AND TRAFFIC HANDLING	1	LS	$3,000.00	$3,000.00
8		TEMPORARY EROSION CONTROL	1	LS	$1,200.00	$1,200.00
9		TYPICAL STRIPING AND PERMANENT PAVEMENT MARKING	1	LS	$3,900.00	$3,900.00
10		ALUMINIUM SIGNING	1.00	LS	$2,400.00	$2,400.00
					$0.00	$0.00
		SubTotal Base Bid →				**$197,079.50**
		DRAINAGE				
1						$0.00
2						$0.00
3						$0.00
4						$0.00
5						$0.00
6						$0.00
7						$0.00
8						$0.00
9						$0.00
10						$0.00
11						$0.00
12						$0.00
13						$0.00
		SubTotal Drainage →				**$0.00**
		GrandTotal Roadwork Base Bid and Drainage →				**$197,079.50**

Project Length: (LF)		2,276
Cost Per Linear Feet @ $500K/mile:	$	94.70
Tot. Proj. Allowable (Cost per LF @$500K/mi X Proj. Lngth):	**$**	**215,537.20**
Roadwork Allocation (Eng, Road Const and Contingency):	**$**	**163,850.88**
Allowed Increase:	**$**	**51,686.32**

Amt Inc. $ 40,962.72

Road Construction Allocation:	$	91,121.05
Possible 25% Transfer In Other Projects:	$	86,645.93
Contingency Transfer In:	$	17,853.73
Total Allocation, 25% Transfer and Contingency Transfer	$	195,620.71
Low Base Bid Roadwork		$197,079.50
Overrun/Underrun		($1,458.79)

Pct.1 to cover Roadway overrun ($ 1,459.04)

Drainage Allocation:	$	111,307.45
Transfer In: Other Projects		0
Total Allocation and Transfer		$111,307.45
Drainage Cost:		$0.00
Overrun/Underrun		$111,307.45
Transfer Out		$54,996.97
Balance	$	56,310.48

HIDALGO COUNTY
DRAINAGE
DISTRICT No. 1

RAUL E. SESIN, PE, CFM
General Manager
Floodplain Administrator

902 N. Doolittle Road
Edinburg, Texas 78542
Off 956 292.7080
Fax 956 292.7089

BOARD OF DIRECTORS

RAMON GARCIA
Chairman of the Board

A.C. CUELLAR, JR.
Board Member

EDUARDO "EDDIE" CANTU
Board Member

JOE M. FLORES
Board Member

JOSEPH PALACIOS
Board Member

November 2, 2015

Mr. John Paul Lugo
Director
Hidalgo County Border Colonia Access Program
1902 Joe Stevens Ave. Suite 101
Weslaco, Texas 78599

RE: Hidalgo County Precinct No. 1
Tijerina Estates Subdivision Road Improvements Project
Bid No. CAP-15-332-10-14-YSS

Dear Mr. Lugo;

Bids were received and opened for Hidalgo County Precinct No. 1 - Tijerina Estates Subdivision Road Improvements Project; Bid No. CAP-15-332-10-14-YSS on October 14, 2015. A total of six bids were received with 2GS, LLC being the low bidder for the project. Attached is a copy of the bid tabulation for your review.

This project consists of the construction of a new road section along Angel Road and San Rafael Road within Tijerina Estates Subdivision. 2GS, LLC has performed satisfactory work within Hidalgo County in the past. We recommend awarding the project to 2GS, LLC for the Base Bid amount of $197,079.50.

If you have any questions or require further information, please feel free to contact us at your convenience.

Respectfully,
HIDALGO COUNTY DRAINAGE DISTRICT No. 1

Jose Noe Saldivar, P. E.
Hydraulic Engineer

C: Raul E. Sesin, PE, CFM, District General Manager
A.C. Cuellar, Jr., Hidalgo County Commissioner, Precinct No. 1

Attachments: Bid Comparison

BID COMPARISON

BORDER COLONIA ACCESS PROGRAM

HIDALGO COUNTY PRECINCT No. 1 - ROAD CONSTRUCTION FOR TIJERINA ESTATES SUBDIVISION

BID No. CAP-15-332-10-14-YSS

				2GS, LLC		MJA CONSTRUCTION, LLC		RDH SITE & CONCRETE, LLC		International Consulting Egn.		ARTILLERY, LLC		DIAMOND 8 INDUSTRIES, LLC	
Item No.	**Item Description**	**Estimated Quantity**	**Unit**	**Unit Price In Figures**	**Total Extension In Figures**	**Unit Price In Figures**	**Total Extension In Figures**	**Unit Price In Figures**	**Total Extension In Figures**	**Unit Price In Figures**	**Total Extension In Figures**	**Unit Price In Figures**	**Total Extension In Figures**	**Unit Price In Figures**	**Total Extension In Figures**
1	EXCAVATION (ROADWAY)	843	CY	$ 12.00	$ 10,116.00	$ 5.50	$ 4,636.50	$ 15.00	$ 12,645.00	$ 10.00	$ 8,430.00	$ 10.00	$ 8,430.00	$ 7.50	$ 6,322.50
2	6" RD GRADER WORK (DENS CONT.) SUB-GRADE	22.76	STA	$ 700.00	$ 15,932.00	$ 1,400.00	$ 31,864.00	$ 1,625.00	$ 36,985.00	$ 900.00	$ 20,484.00	$ 1,000.00	$ 22,760.00	$ 1,000.00	$ 22,760.00
3	8" FLEX BASE (CMP IN PLC) (TY D)	7,081	SY	$ 7.50	$ 53,107.50	$ 8.00	$ 56,648.00	$ 7.34	$ 51,974.54	$ 8.00	$ 56,648.00	$ 8.00	$ 56,648.00	$ 18.54	$ 131,281.74
4	EN-1 ROAD STABILIZER FOR SUB-GRADE (6")	7,081	SY	$ 3.00	$ 21,243.00	$ 1.57	$ 11,117.17	$ 3.67	$ 25,987.27	$ 2.00	$ 14,162.00	$ 3.00	$ 21,243.00	$ 0.81	$ 5,735.61
5	ASPH MATRL (MC-30)	1,214	GAL	$ 6.00	$ 7,284.00	$ 8.50	$ 10,319.00	$ 9.00	$ 10,926.00	$ 10.00	$ 12,140.00	$ 15.00	$ 18,210.00	$ 9.00	$ 10,926.00
6	2" ASPH CONC TY D	6,069	SY	$ 13.00	$ 78,897.00	$ 12.80	$ 77,683.20	$ 10.38	$ 62,996.22	$ 18.00	$ 109,242.00	$ 19.00	$ 115,311.00	$ 16.32	$ 99,046.08
7	BARRICADES, SIGNS, AND TRAFIC HANDLING	1	LS	$ 3,000.00	$ 3,000.00	$ 3,000.00	$ 3,000.00	$ 5,000.00	$ 5,000.00	$ 5,000.00	$ 5,000.00	$ 2,500.00	$ 2,500.00	$ 7,280.00	$ 7,280.00
8	TEMPORARY EROSION CONTROL	1	LS	$ 1,200.00	$ 1,200.00	$ 2,500.00	$ 2,500.00	$ 2,000.00	$ 2,000.00	$ 3,500.00	$ 3,500.00	$ 1,500.00	$ 1,500.00	$ 7,140.00	$ 7,140.00
9	TYPICAL STRIPING AND PERMANENT PAVEMENT MARKINGS	1	LS	$ 3,900.00	$ 3,900.00	$ 1,500.00	$ 1,500.00	$ 5,000.00	$ 5,000.00	$ 5,000.00	$ 5,000.00	$ 10,000.00	$ 10,000.00	$ 6,320.00	$ 6,320.00
10	ALUMINIUM SIGNING	1	LS	$ 2,400.00	$ 2,400.00	$ 2,500.00	$ 2,500.00	$ 800.00	$ 800.00	$ 5,000.00	$ 5,000.00	$ 2,000.00	$ 2,000.00	$ 2,440.00	$ 2,440.00
				TOTAL	**$ 197,079.50**	**TOTAL**	**$ 201,767.87**	**TOTAL**	**$ 214,314.03**	**TOTAL**	**$ 239,606.00**	**TOTAL**	**$ 258,602.00**	**TOTAL**	**$ 299,251.93**

HIDALGO COUNTY PURCHASING DEPARTMENT
BID TABULATION SHEET

DEPARTMENT NAME: HIDALGO COUNTY PRECINCT NO. 1 - BORDER COLONIA ACCESS PROGRAM

BID OPENING DATE: October 14, 2015	**BID OPENING TIME: 9:30 A.M.**

DESCRIPTION OF BID: "ROAD CONSTRUCTION FOR TIJERINA ESTATES SUBDIVISION"

BID NO: CAP-15-332-10-14-YSS

RFB NO.	NAME OF COMPANY	BID AMOUNTS	ADDENDUM No. 1 ACKNOWLEDGED	BID BOND/ CASHIER'S CHECK INCLUDED
1.	2GS, LLC	$197,079.50	ACKNOWLEDGED	Bid Bond Included
2.	Artillery, LLC	$258,602.00	ACKNOWLEDGED	Bid Bond Included
3.	International Consulting Engineers (ICE)	$239,606.00	ACKNOWLEDGED	Bid Bond Included
4.	MJA Construction, LLC	$201,767.87	ACKNOWLEDGED	Bid Bond Included
5.	Diamond Eight Industries, LLC	$299,251.93	ACKNOWLEDGED	Bid Bond Included
6.	RDH Site & Concrete, LLC	$214,314.03	ACKNOWLEDGED	Bid Bond Included
7.	***Longhorn Paving & Oilfield Services		NOT ACKNOWLEDGED	
8.	***GNH Company, LLC		NOT ACKNOWLEDGED	

***INCOMPLETE RESPONSE THEREFORE CANNOT BE CONSIDERED

Zimbra **yvette.salinas@co.hidalgo.tx.us**

Request AI - Low Bid Award - Tijerina Estates Subdivision

From : Marcie Jackson <marcie.jackson@co.hidalgo.tx.us>
Wed, Nov 18, 2015 02:20 PM
3 attachments

Subject : Request AI - Low Bid Award - Tijerina Estates Subdivision

To : yvette salinas <yvette.salinas@co.hidalgo.tx.us>

Cc : John Paul Lugo <johnpaul.lugo@co.hidalgo.tx.us>, Rossana Schettino <rossana.schettino@auditor.co.hidalgo.tx.us>, Raul Lozano <raul.lozano@co.hidalgo.tx.us>

Yvette,

Pleas place the following item on CC agenda for Tuesday, 1st December 2015:

Approval to award contract to sole low bidder for 3rd Call Border Colonia Access Program Project
Project Name: Tijerina Estates Subdivision (CSJ:3C1080727)
Project Location: Precinct No.1
Low Bidder: 2GS, LLC; Peñitas, Texas
Project Engineer; Hidalgo County Planning Department
Account: **5-1312-431-00-121-727-1-721**
5-1345-431-00-121-727-0-721

Thank you,

Marcie Jackson
Accounts Payable Clerk
Hidalgo County Precinct No.1
1902 Joe Stephens Ave. Suite 101
Weslaco, Texas 78599
Phone# (956)968-8733
Fax# (956)973-7804

Ltr provides txdot concurrence low bid award Tijerina Estates Subdivision 11-16-15.doc III.pdf
46 KB

Engineers Letter of Recommendation Tijerina Estates Subdivision.pdf
399 KB

Cost Breakdown TIJERINA ESTATES Subdv.xls
27 KB

AI-52395 **Purchasing Department** **21. H. 1.**

CC - REGULAR

Meeting Date: 12/01/2015

Submitted By: Rocio Villarreal, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

Acceptance and approval of "Certificate of Substantial Completion" from contractor, Central Air and Heating Service, Inc., reflecting the date of November 10, 2015 for the "Adult Detention Center and Law Enforcement Facility Roof &/or Air Condition Repairs &/or Replacement" as submitted and certified by project engineer, Chanin Engineering.

BACKGROUND

Fiscal Impact

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

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

BUDGETARY IMPACT:

No Fiscal Impact

Attachments

Substantial Completion

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Darlene Betancourt	11/24/2015 11:39 AM
Budget & Management	Veronica Ortiz	11/24/2015 01:18 PM
Manuel Chapa	Manuel Chapa	11/25/2015 01:16 PM
Auditor's Office	Monica Badillo	11/25/2015 03:08 PM

Form Started By: Rocio Villarreal Started On: 11/23/2015 03:20 PM

Final Approval Date: 11/25/2015

CHANIN
ENGINEERING

CERTIFICATE OF SUBSTANTIAL COMPLETION

Owner:	Hidalgo County	Owner's Contract No.:	2014-047-09-17-YSS
Contractor:	Central Air and Heating Service, Inc.	Contractor's Project No.:	
Engineer:	Chanin Engineering, LLC	Engineer's Project No.:	13159
Project:	Hidalgo County Adult Detention Center and Law Enforcement Facility Repairs and/ or Replacement	Contract Name:	

This final Certificate of Substantial Completion applies to:

☒ All Work ☐ The following specified portions of the Work:

November 10, 2015
Date of Substantial Completion

The Work to which this Certificate applies has been inspected by authorized representatives of Owner, Contractor, and Engineer, and found to be substantially complete. The Date of Substantial Completion of the Work or portion thereof designated above is hereby established, subject to the provisions of the Contract pertaining to Substantial Completion. The date of Substantial Completion in the final Certificate of Substantial Completion marks the commencement of the contractual correction period and applicable warranties required by the Contract.

A punch list of items to be completed or corrected is attached to this Certificate. This list may not be all-inclusive, and the failure to include any items on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract.

The responsibilities between Owner and Contractor for security, operation, safety, maintenance, heat, utilities, insurance, and warranties upon Owner's use or occupancy of the Work shall be as provided in the Contract, except as amended as follows: *[Note: Amendments of contractual responsibilities recorded in this Certificate should be the product of mutual agreement of Owner and Contractor; see Paragraph 15.03.D of the General Conditions.]*

Amendments to Owner's responsibilities: ☒ None ☐ As follows:

Amendments to Contractor's responsibilities: ☒ None ☐ As follows:

The following documents are attached to and made a part of this Certificate: Punchlist

This Certificate does not constitute an acceptance of Work not in accordance with the Contract Documents, nor is it a release of Contractor's obligation to complete the Work in accordance with the Contract.

EXECUTED BY ENGINEER:	RECEIVED:	RECEIVED:
By: _____ (Authorized signature)	By: _____ Owner (Authorized Signature)	By: _____ Contractor (Authorized Signature)
Title: Miguel Chanin / President	Title: _____	Title: PROJECT MANAGER
Date: 11/19/15	Date: _____	Date: 11-18-15

Alex Palacios 11/20/2015

wti TREMCO

Field Report # 33

Hidalgo County

Report Date: October 30, 2015
Job Name: **HIDALGO COUNTY ADULT DETENTION CENTER**
Location: 701 El Cibolo Rd.
Edinburg, TX
Contractor: Rio Roofing, Inc.

TREMCO Job #: 161127
Inspector: HR Ayala
Phone: 361-510-4897

Job Notes:
Oct 29, 2015:

1. Tinsmiths were in the process of installing the dual scupper conductor heads to the western wall of the Adult Detention Center (ADC). The conductor heads were secured to the walls with hammer driven wedge anchors. SikaLastomer®- 511 adhesive sealant was applied to seal the seams in the conductor heads.

2. A preliminary Pre-Final Inspection was conducted on the roofs with Mr. Juan Tapia of Hidalgo County, Mr. Mario Guajardo of Channin Engineering, and Mr. Robert Berlanga of Rio Roofing present. The following punch list items pending completion by the Roofing Contractor include, but are not limited to:

   a. Correcting the scupper mouth 3-course stripping on west side of Delta roof.
   b. Seal the open laps in the modified base flashing on the north side of the sally port roof.
   c. Properly fold the top of lead jack into the pipe on the Kitchen Maintenance roof.
   d. Repair the cap ply on the north side of the Kitchen Maintenance roof.

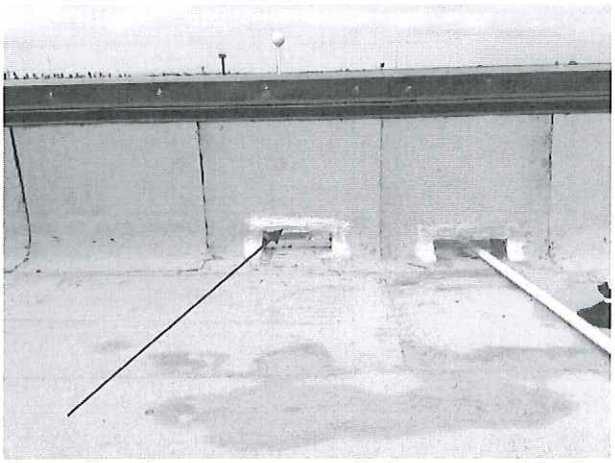
3. The following punch list items pending completion by the General Contractor include, but are not limited to:

   a. Completion of installing the condensation drain lines throughout project.
   b. Installation of modified pads under condensation drain line pipe supports throughout project.
   c. Install and secure the vent caps onto vents on roofs Alpha, Kitchen Maintenance, and Booking Infirmary.
   d. Ensure scuppers are clear of debris. Ensure condensation lines do not enter scuppers.
   e. Remove the pallet from the LEC roof. Sweep rooftops with rolling magnet.
   f. Secure the mini splits to the curbs on the LEC.
   g. Reinstall or remove the antenna on the east side of the LEC roof.

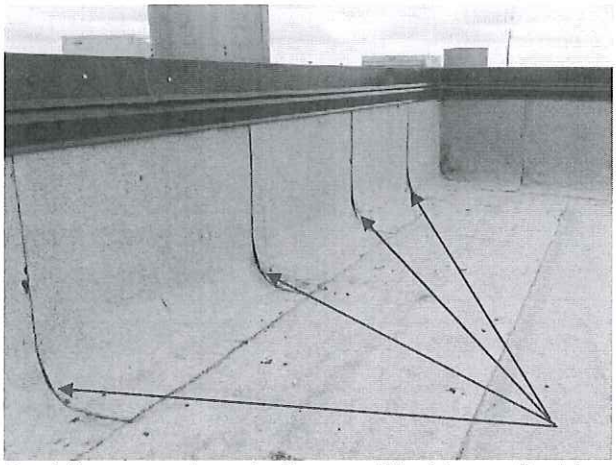
4. Roofing materials, applications and workmanship to date are good and in accordance with the specifications and/or Tremco warranty requirements.

By: *Hector R. Ayala*
Hector R. Ayala
Tremco Roofing Advisor

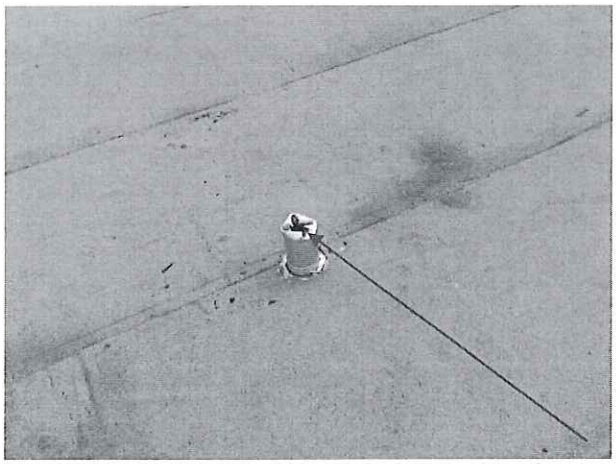
cc: Mr. Daniel Garcia / Mr. Gabriel Castaneda / Mr. Ruben Hinojosa / Mr. Daniel Casarez / Mr. Richard Ozuna / Mr. Roy Mendez / Mr. Juan Tapia; **Hidalgo County Sheriff's Office**
Mr. Alex Palacios; **Prodigy Construction Management**
Mr. Sam Garcia; **Sam Garcia Architect**
Mr. Miguel Chanin / Mr. Mario Guajardo / Mr. Ramon Lopez / Ms. Amanda Carrillo; **Chanin Engineering**
Mr. Tom Gonzalez / Mr. Hedley Hichens; **Rio Roofing, Inc**
Mr. Frank Matz / Mr. Dennis Caffey; **CAHS, Inc**
Mr. Steve Linsteadt / Mr. Richard L. Garcia; **Tremco Incorporated**



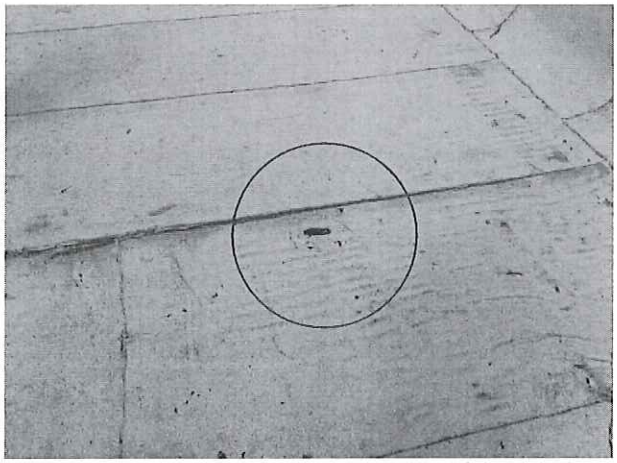
Correcting the scupper mouth 3-course stripping on west side of Delta roof.



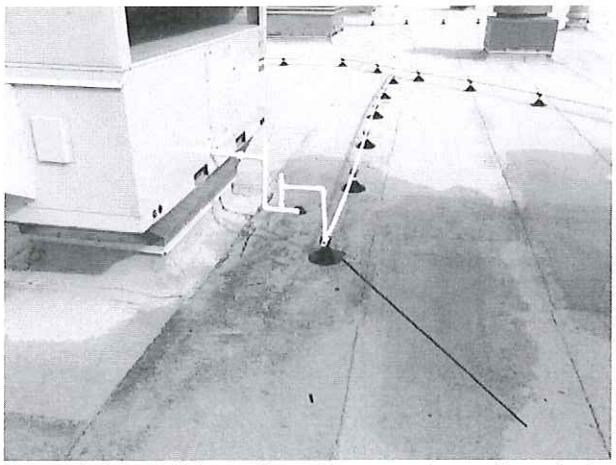
Seal the open laps in the modified base flashing on the north side of the sally port roof.



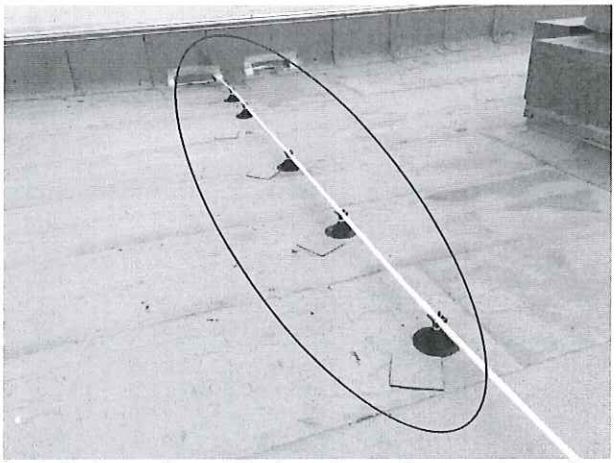
Properly fold the top of lead jack into the pipe on the Kitchen Maintenance roof.



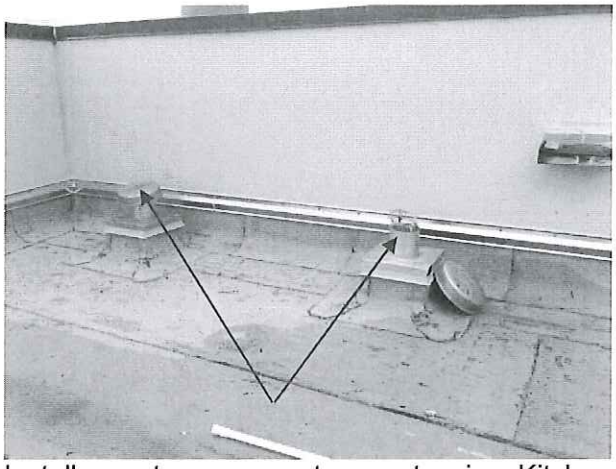
Repair the cap ply on the north side of the Kitchen Maintenance roof.



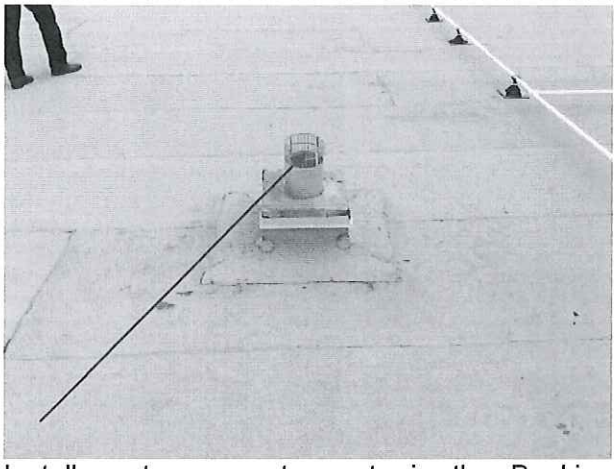
Completion of installing the condensation drain lines throughout project



Installation of modified pads under condensation drain line pipe supports throughout project.



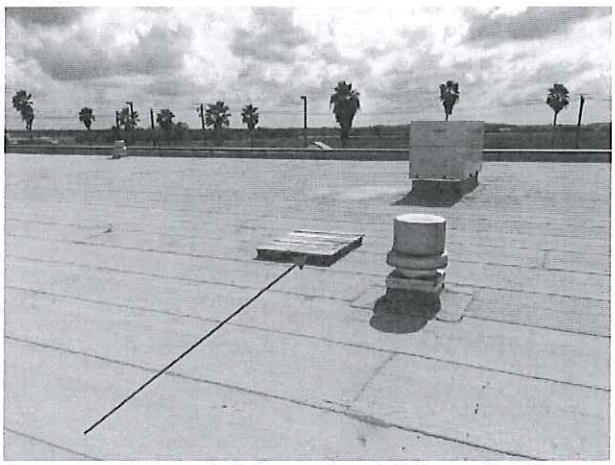
Install vent caps onto vents in Kitchen Maintenance roof area.



Install vent caps onto vents in the Booking Infirmary roof area.

Install vent caps onto vents in the Alpha roof area.

Ensure scuppers are clear of debris. Ensure condensation lines do not enter scuppers.



Remove the pallet from the LEC roof. Sweep rooftops with rolling magnet.

Secure the mini splits to the curbs on the LEC.

MEP SOLUTIONS ENGINEERING
MECHANICAL, ELECTRICAL, PLUMBING ENGINEERS

600 E. Beaumont Suite #2
McAllen, Texas 78501
(956) 664-2727
Fax (956) 664-2726

Punch List

Project:	Hidalgo Co. Law Enforcement Center	**Date:**	11.12.2015
Architect:	Chanin Engineering	**Time:**	1:30 PM

Contractor:
CAHS

The following is a list of items to be completed or corrected by the contractor. The failure to include any item on this list does not relieve the contractor of his responsibilities to complete all work in accordance with the contract documents. Mechanical, Electrical, and Plumbing items requiring attention are as follows:

Mechanical:

1. Rooftop unit p-traps shall be insulated and furnished with aluminum jacket.
2. Rooftop units shall be labeled per mechanical identification specification.
3. Condensate supports shall be fastened in place.
4. Verify all P-traps are furnished with cleanouts.
5. Provide test and balance report.

Electrical:

1. None.

Signed: Luis Javier Pena, PE; Abram L. Dominguez, PE

MEP SOLUTIONS ENGINEERING
MECHANICAL, ELECTRICAL, PLUMBING ENGINEERS

600 E. Beaumont Suite #2
McAllen, Texas 78501
(956) 664-2727
Fax (956) 664-2726

Punch List

Project:	Hidalgo Co. Adult Detention Center	**Date:**	10.26.2015
Architect:	Chanin Engineering	**Time:**	9:00 AM

Contractor:
CAHS

The following is a list of items to be completed or corrected by the contractor. The failure to include any item on this list does not relieve the contractor of his responsibilities to complete all work in accordance with the contract documents. Mechanical, Electrical, and Plumbing items requiring attention are as follows:

Mechanical:

1. Rooftop unit p-traps shall be insulated and furnished with aluminum jacket.
2. Rooftop units shall be labeled per mechanical identification specification.
3. Verify all rooftop equipment which was raised onto new curbs to be fastened securely to new curb.
4. Condensate supports shall be fastened in place.
5. Verify all P-traps are furnished with cleanouts.

Electrical:

1. None.

Signed: Luis Javier Pena, PE; Abram L. Dominguez, PE

SAM GARCIA ARCHITECT

November 5, 2015

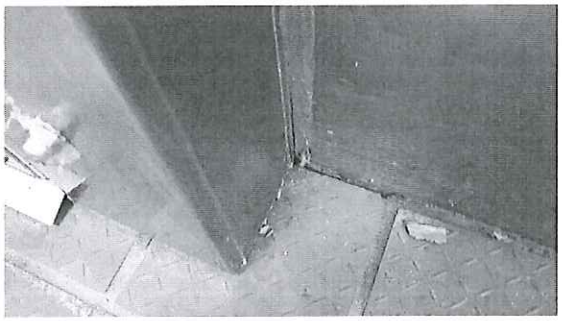
Miguel Chanin
President - Chanin Engineering
400 W. Nolana Ave. Suite N2
McAllen, TX 78504

RE: Punch List for Hidalgo County Adult Detention Center and Law Enforcement Facility Repairs and/or Replacement

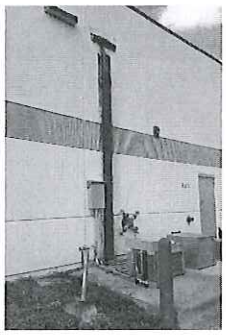
Mr. Chanin:

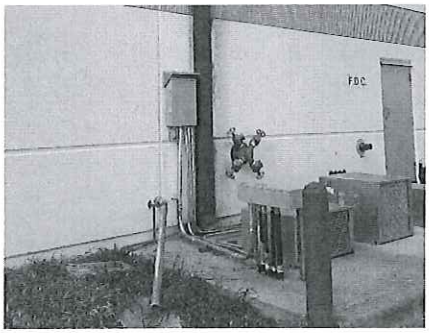
Please be advised that today I visited the project site today to make a final punch list of the architectural aspects of this project. Overall, things appeared to be installed according to the original design intent. I only saw two aspects that require attention:

1. Adult Detention Center - Kitchen: Insufficient grouting at a couple of areas near the new replacement doors. These areas must be re-grouted to not allow water to get under the new quarry tile.



2. Adult Detention Center - East Exterior elevation: Downspout near new replacement Air Handler Units has not been re-routed to avoid water spillage on new equipment. Redirect Downspout.





These are my observations based on the conditions that were encountered. These items are to be addressed prior to final completion.

200 S. 10th Street | Suite 1602 McAllen, Texas 78501 M (956) 212-4930 SG@samgarciaarchitect.com www.samgarciaarchitect.com

CHANIN
ENGINEERING LLC

FIELD OBSERVATION REPORT

Project: Hidalgo County Adult Detention Center & Law Enforcement Repairs and/or Replacement
Client: Hidalgo County

Field Report # 23
Date: 11-12-15
Time: 2:00pm

Weather:

Temp.: 98°

Present During Observation
Name: George Elliott
Contractor: Central Air and Heating Services
Other: Sam Garcia- SG Architect, Alex Palacios- Prodigy & Miguel Chanin, PE - Chanin Engineering

Project No. 13-159

Observations:

- All of the secondary scuppers have been cut.
- Delta, Infirmary, Booking, Sally Port, Alpha, Bravo, Admin. & Charlie are complete with the final cap.
- All of the RTU's have been placed at the ADC.
- Roofing complete at the ADC.
- All the roof hatches has been installed.
- All of the metal roofing has been placed at the ADC.
- The contractor has completed piers for the light poles at the LEC.
- The kitchen repairs are complete.
- All of the 16 RTU's have been placed at the LEC.
- Contractor has found that several smokey vacs were not working at the ADC.
- The condesate drains have been completed at the ADC.
- Contractor is still working on the roof details.
- The contractor continues to clean up any left over debris at the roof.
- The contractor needs to swap A/C units at the LEC.
- The contractor needs to work on the duct work at the LEC.
- The contractor is working on placing the caulking at all the tilt up joints.
- Did a walk thru the facility at the ADC & did not find any leaks. The (4) four stained ceiling tiles were old leaks.
- Did a walk thru the facility of the LEF and did not find any leaks.
- The structural reinforcing for the A/C units at the existing joist appeared to be done as per our construction documents.
- All the RTU units have been placed.
- The contractor was given directive by MEP Solutions to direct condensate lines to two locations of the existing gutters.
- Two valley concrete gutters are needed where the condensate drains will be placed.
- One gutter is approx. 5'-0 away to the storm drain and the other is approx. 10 feet away to the storm drain.
- Contractor to provide insulation at P-Trap at all A/C Units

Chanin Engineering, LLC
400 Nolana, SuiteN2
McAllen, Texas 78504
P:956.687.9421 F:956.687.3211

Adult Detention Center

- Maintenance/Kitchen Area

  The freezer/cooler doors are installed.

  - Roofing- The contractor has swept & spudded the roof to 100%

    The contractor temporarily sealed up any moisture areas detected by the infrared scan.

    The contractor has finished the secondary overflow scuppers.
  - Electrical- The contractor has the majority of the rough-in in place.

    The light fixtures have been installed.
  - Fire Alarm- The contractor has completed this area.
  - Ceiling- The ceiling grid is done.
  - Flooring- The tile is has been installed.

    The floor drain has been installed.
  - HVAC- All of the RTU's have been installed.

- Cellblock Delta Area
  - Roofing - The contractor has swept & spudded the roof to 100%

    The contractor temporarily sealed up any moisture areas detected by the infrared scan.

    The contractor has finished the secondary overflow scuppers.

    The contractor has placed the final ply of cap sheet.
  - Electrical-The contractor has completed this area.
  - Fire Alarm- The contractor is done at this area.
  - HVAC- All of the RTU's have been installed.
- Cellblock Gulf Area
  - Roofing- The contractor has swept & spudded the roof to 100%

    The contractor permanently sealed up any moisture areas detected by the infrared scan.

    The contractor has finished the secondary overflow scuppers.
  - Electrical-The contractor has completed this area.
  - Fire Alarm- The contractor has completed this area.

Chanin Engineering, LLC
400 Nolana, SuiteN2
McAllen, Texas 78504
P:956.687.9421 F:956.687.3211

- HVAC- All of the RTU's have been installed.

- Cellblock Charlie Area
  - Roofing- The contractor has swept & spudded the roof to 100%

    The contractor permanently sealed up any moisture areas detected by the infrared scan.

    The contractor has placed the final ply of cap sheet.

    The contractor has finished the secondary overflow scuppers.
  - Electrical-The contractor has the majority of the rough-in in place.
  - Fire Alarm- The contractor has completed this area.
  - HVAC-The contractor needs 3 more RTU's at this area.

- Cellblock Fox Area
  - Roofing- The contractor has swept & spudded the roof to 100%

    The contractor permanently sealed up any moisture areas detected by the infrared scan.

    The contractor has finished the secondary overflow scuppers.

    The contractor has begun placing the recovery board & base sheet.
  - Electrical-The contractor has completed this area.
  - Fire Alarm- The contractor has completed this area.
  - HVAC- All the RTU's have been installed.

- Administration Area
  - Roofing- The contractor has swept & spudded the roof to 100%

    The contractor permanently sealed up any moisture areas detected by the infrared scan.

    The contractor has placed the final ply of cap sheet.

    The contractor has finished the secondary overflow scuppers.
  - Electrical-The contractor has completed this area.
  - Fire Alarm- The contractor has completed this area.
  - HVAC-All the RTU's have been installed.

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- Cellblock Bravo Area
    - Roofing- The contractor has swept & spudded the roof to 100%

      The contractor permanently sealed up any moisture areas detected by the infrared scan.

      Observed repairs of area 1 from moisture probe results.

      Observed broken seals at roof expansion joint. Contractor notified us that they would reseal the roof expansion joints immediately.

      The contractor has placed the final ply of cap sheet.

      The contractor has finished the secondary overflow scuppers.
    - Electrical-The contractor has completed this area.
    - Fire Alarm- The contractor has completed this area
    - HVAC- All the RTU's have been installed.
- Cellblock Alpha Area
    - Roofing- The contractor has swept & spudded the roof to 100%

      The contractor permanently sealed up any moisture areas detected by the infrared scan.

      Observed repairs of area 2 from moisture probe results.

      The contractor has placed the final ply of cap sheet.

      The contractor has finished the secondary overflow scuppers.
    - Electrical-The contractor has completed this area.
    - Fire Alarm- The contractor has completed this area.
    - HVAC-All the RTU's have been installed.

- Infirmary Area
    - Roofing- The contractor has swept & spudded the roof to 100%

      The contractor permanently sealed up any moisture areas detected by the infrared scan.

      The contractor has placed the recovery board & base

      The contractor has finished the secondary overflow scuppers.

      The roofers have placed the final ply of cap sheet and have covered up the expansion joint.

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- Electrical-The contractor has completed this area.
- Fire Alarm- The contractor has completed this area.
- HVAC-All the RTU's have been installed.

- Booking/Sally Port Area
  - Roofing- The contractor has swept & spudded the roof to 100%

    The contractor permanently sealed up any moisture areas detected by the infrared scan.

    Observed repairs of area 3 from moisture probe results.

    The contractor has begun placing the recovery board & base sheet

    The contractor has finished the secondary overflow scuppers.

    The roofers have placed the final cap of ply sheet.

    The contractor has placed the existing roof hatch

  - Electrical-The contractor has completed this area.
  - Fire Alarm- The contractor has completed this area.
  - HVAC- All the RTU's have been installed.

Law Enforcement Center

- Roofing- The contractor has begun spudding the existing gravel on the roof.

- The contractor has begun laying the recovering board.
- The contractor has begun placing the final cap of ply sheet.
- 9 of 16 RTU's have been placed.
- Insulation-The contractor was going to have a walk through with the sub to coordinate areas that will be sprayed with insulation above the ceiling.

Actions Required:

Pending Action Items:

☒ Attachments: Pictures

Chanin Engineering, LLC
400 Nolana, SuiteN2
McAllen, Texas 78504
P:956.687.9421 F:956.687.3211

CHANIN
ENGINEERING LLC

FIELD OBSERVATION REPORT

Prepared by: Mario Guajardo Jr.
Project Manager
Chanin Engineering, LLC

Date: 11-12-15

Copies: ☐ Owner ☒ A/E ☐ Contractor ☐ Consultants ☐ ☐ ☐ File

Chanin Engineering, LLC
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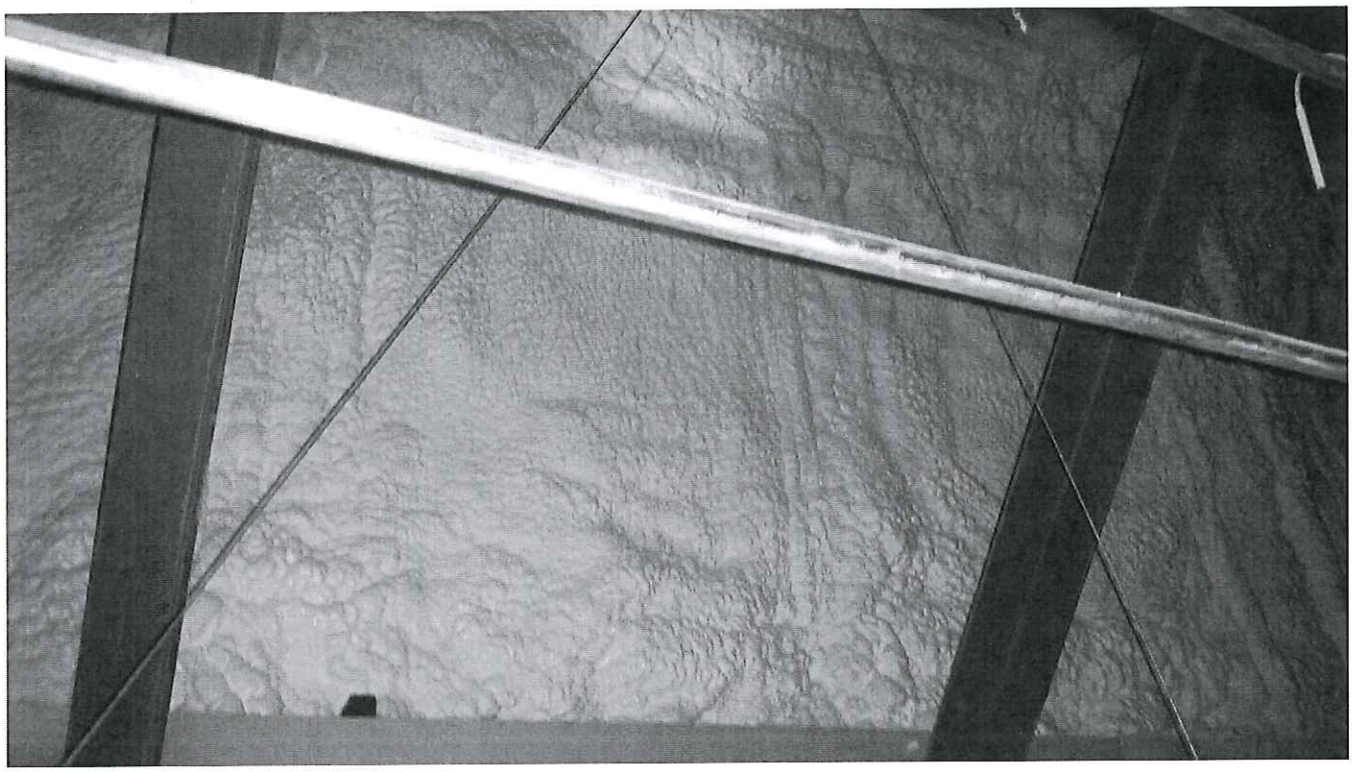
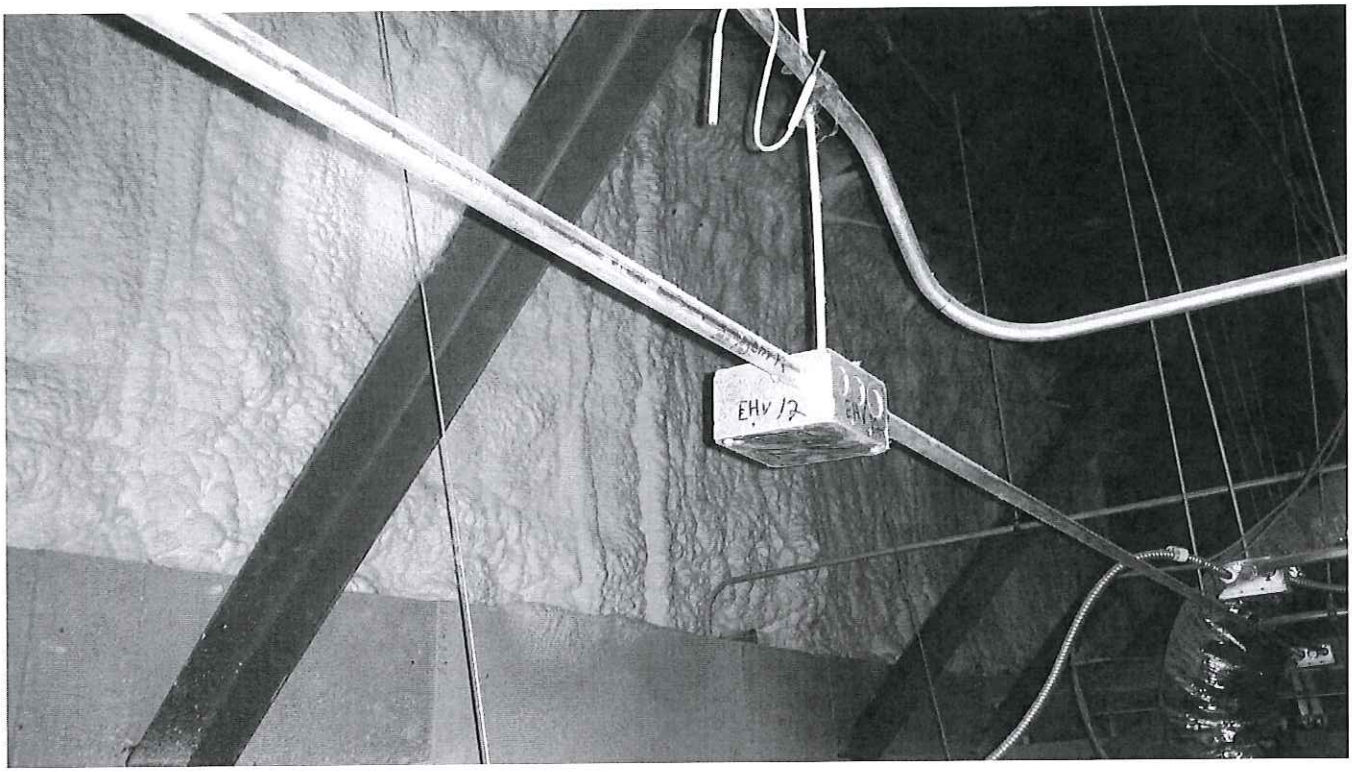
McAllen, Texas 78504
P:956.687.9421 F:956.687.3211



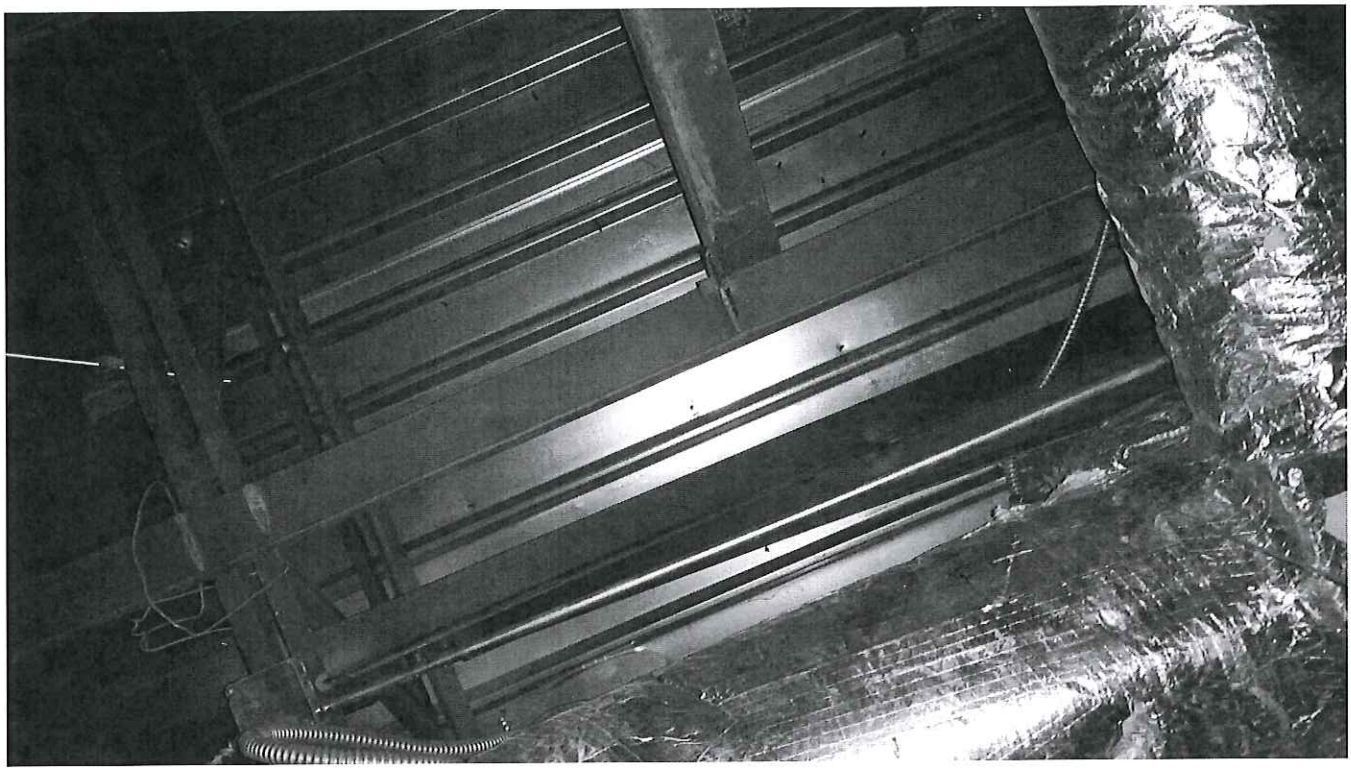
Insulation foam at the south interior wall

Chanin Engineering, LLC
400 Nolana, SuiteN2
McAllen, Texas 78504
P:956.687.9421 F:956.687.3211



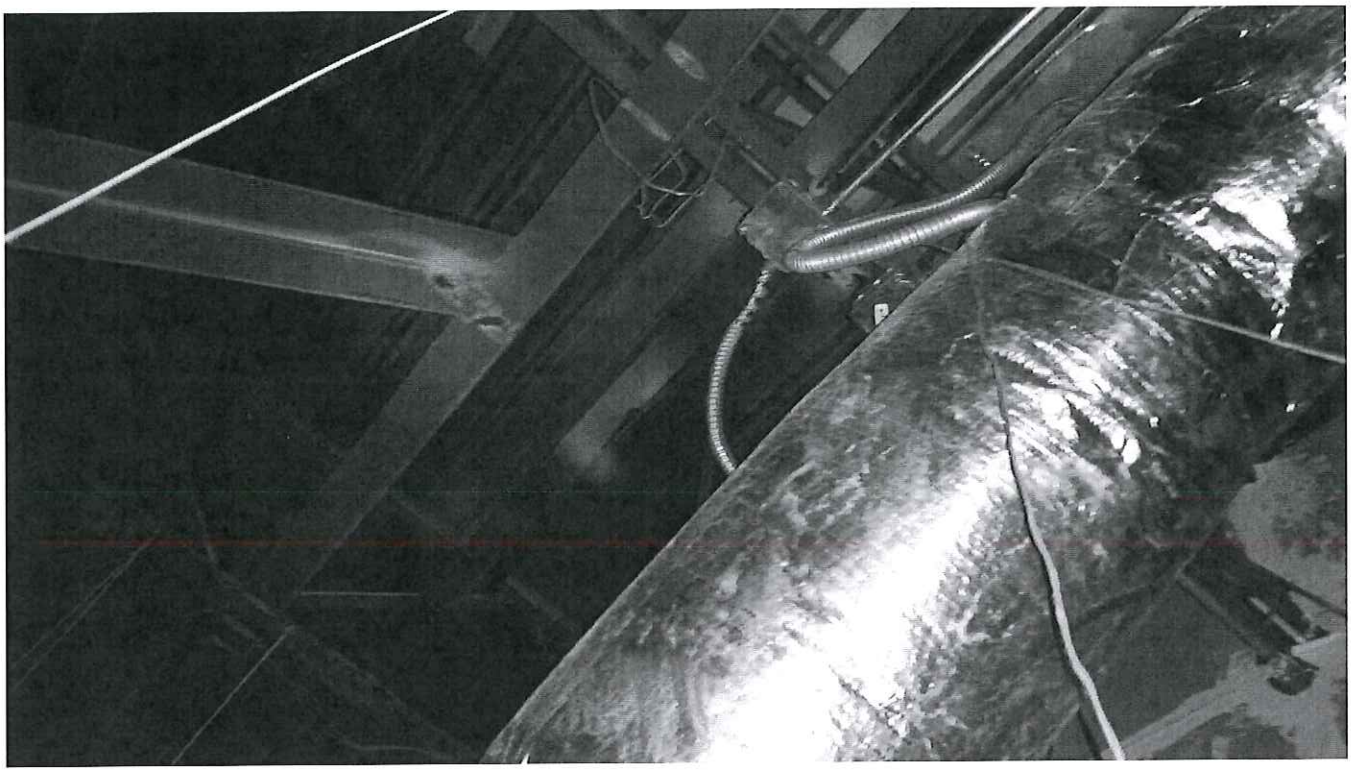
Insulation foam at the south interior wall

Chanin Engineering, LLC
400 Nolana, SuiteN2
McAllen, Texas 78504
P:956.687.9421 F:956.687.3211



Structural angles welded to existing joists

Chanin Engineering, LLC
400 Nolana, SuiteN2
McAllen, Texas 78504
P:956.687.9421 F:956.687.3211



Structural angles welded to existing joists

Chanin Engineering, LLC
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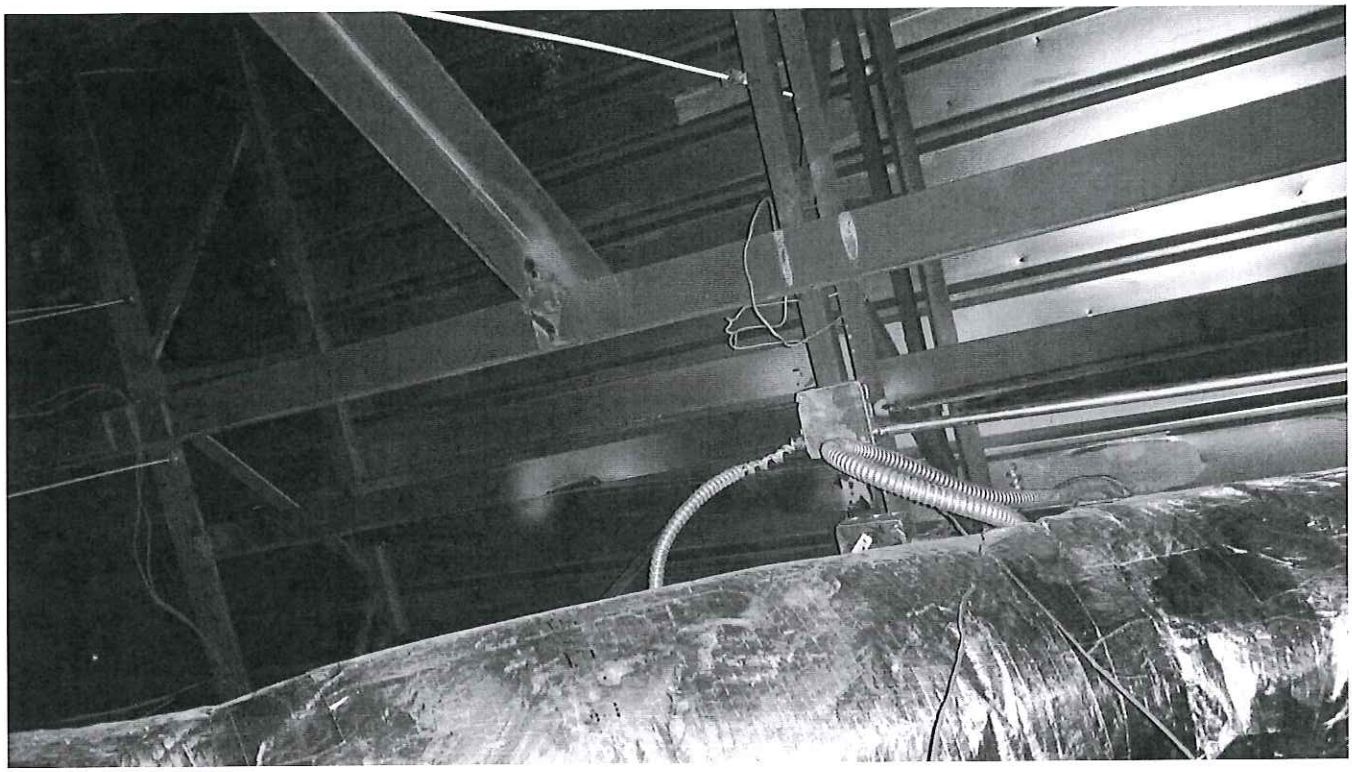
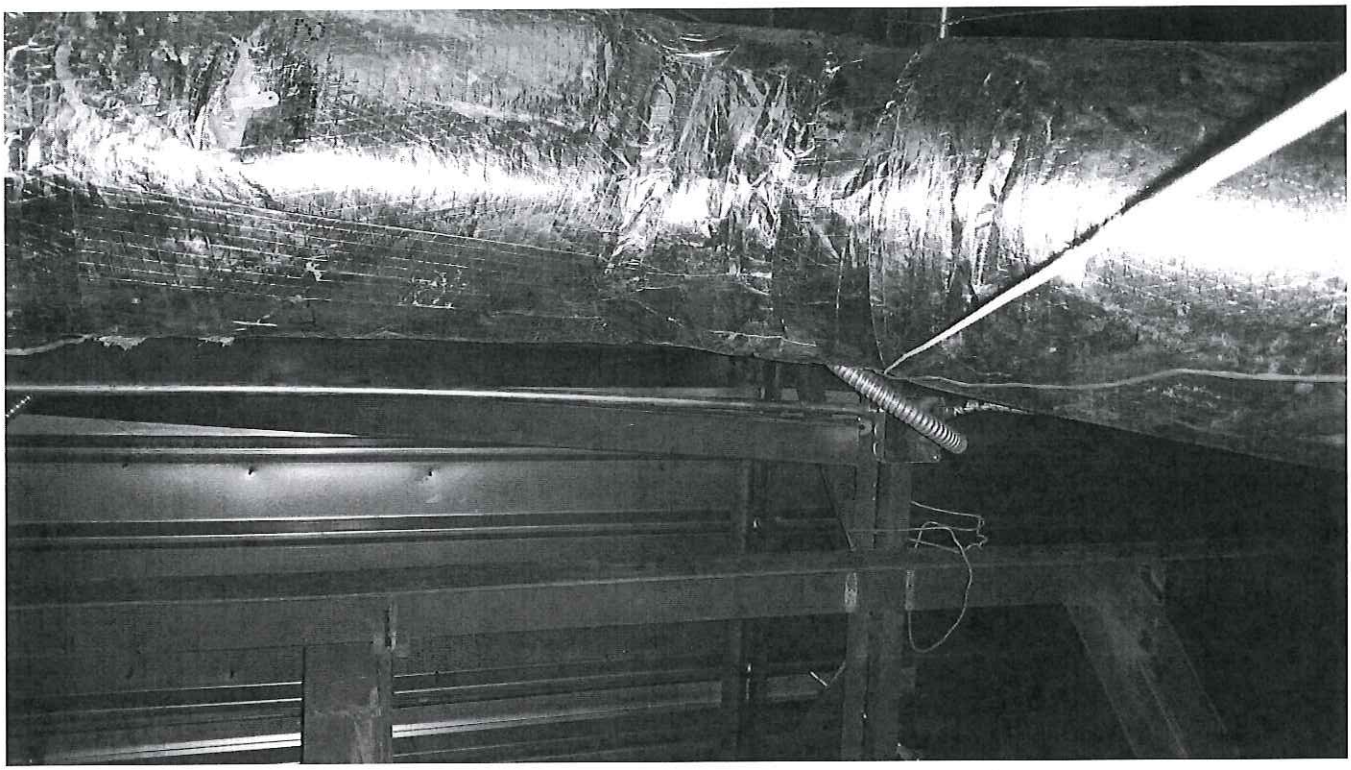
P:956.687.9421 F:956.687.3211



Structural angles welded to existing joists

Chanin Engineering, LLC
400 Nolana, SuiteN2
McAllen, Texas 78504
P:956.687.9421 F:956.687.3211



Structural angles welded to existing joists

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Contractor working on the head scuppers at the drains at the ADC

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Unfinished head scuppers at the ADC

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Unfinished head scuppers at the ADC

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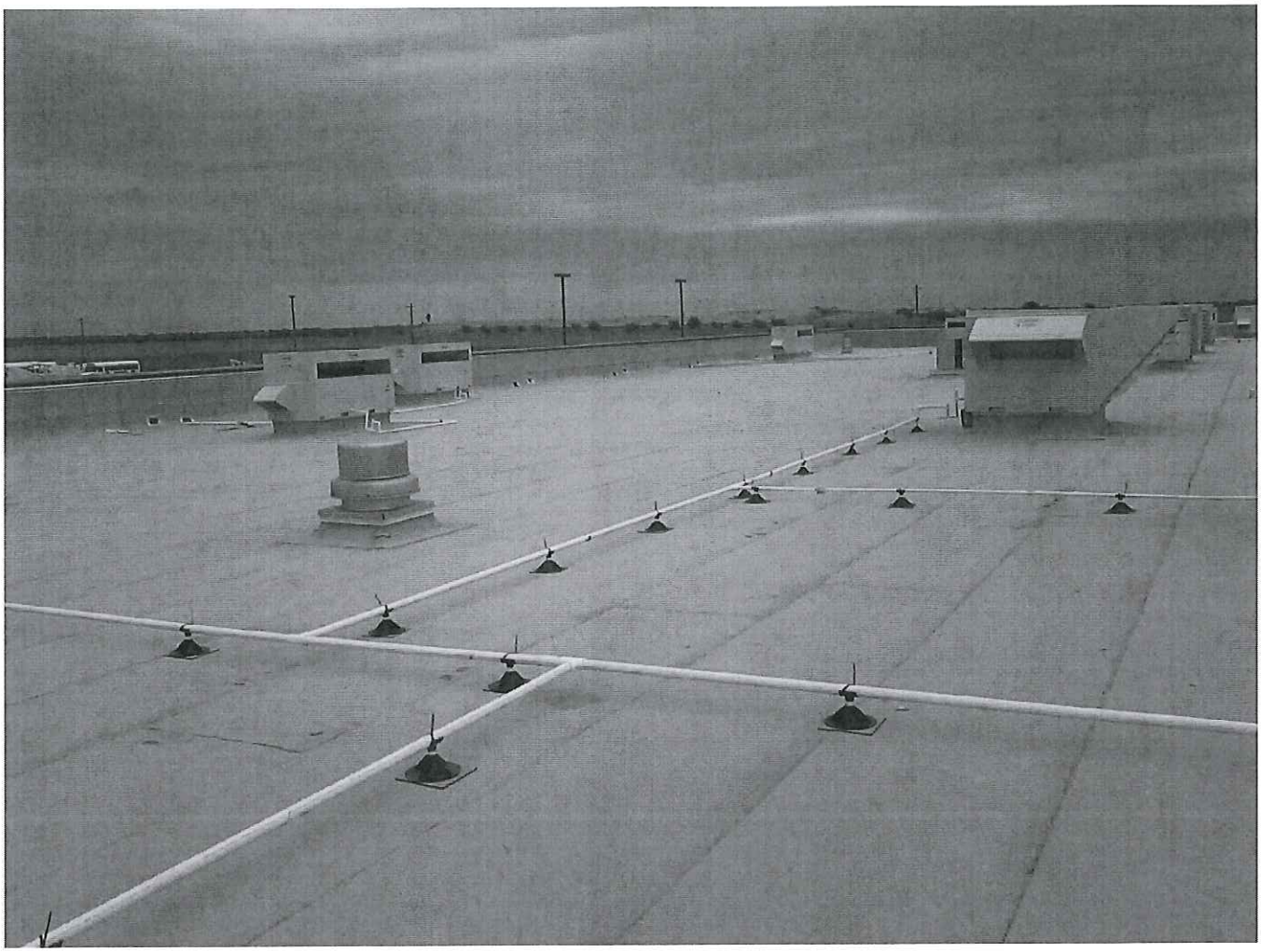
400 Nolana, SuiteN2
McAllen, Texas 78504
P:956.687.9421 F:956.687.3211



Condensate lines throughout the roof

Chanin Engineering, LLC
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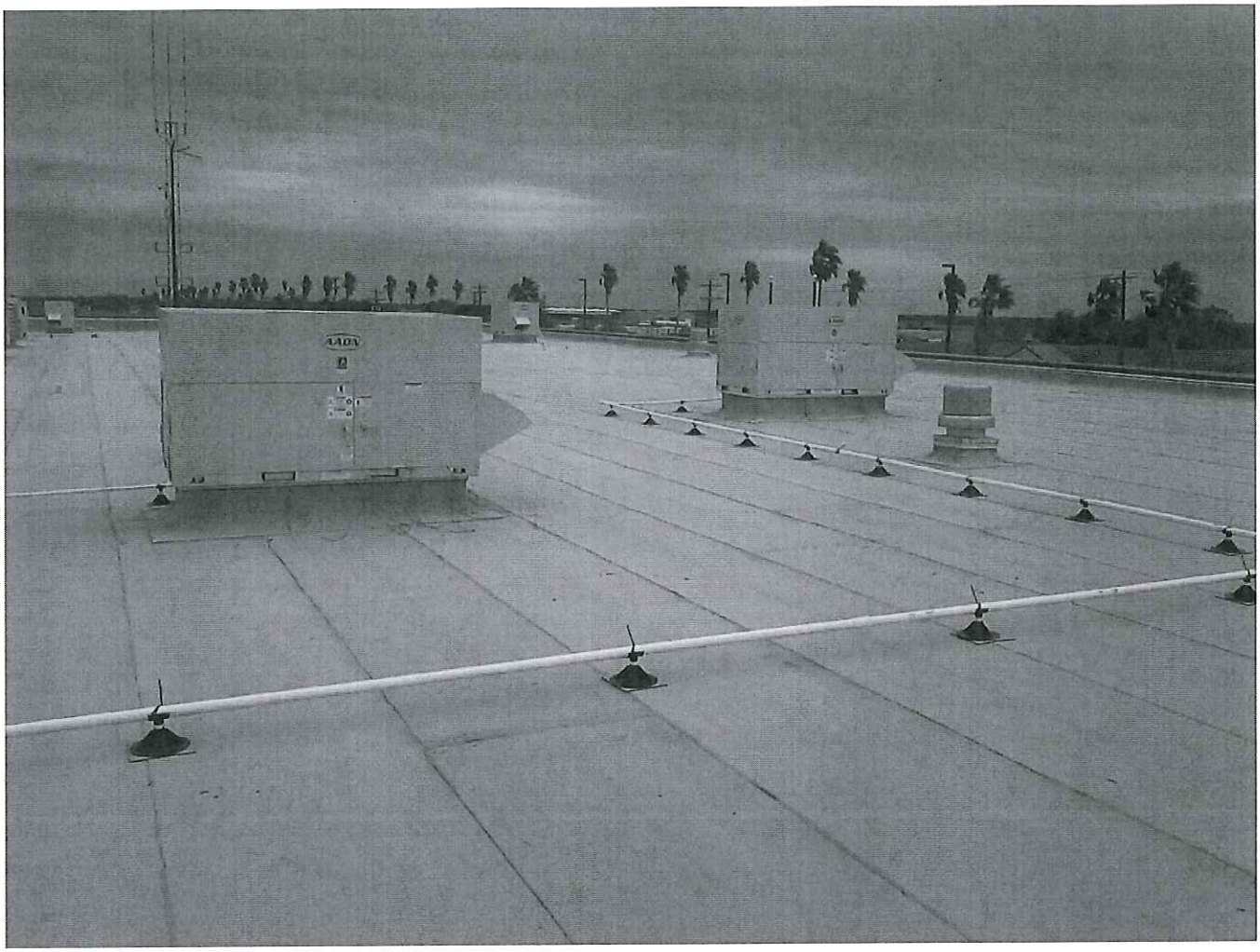
P:956.687.9421 F:956.687.3211



Condensate lines throughout the roof

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Final cap of roof placed at LEF

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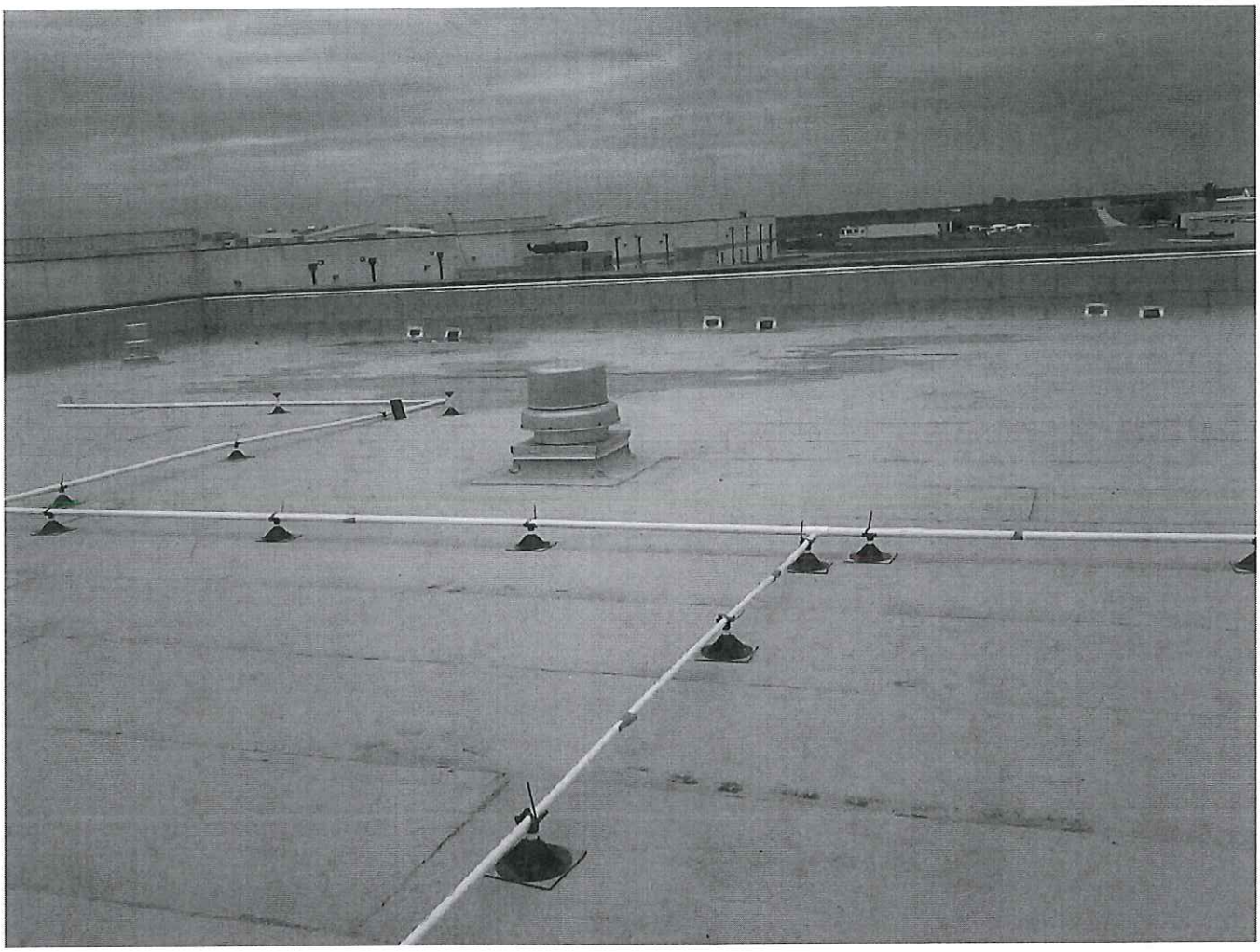
P:956.687.9421 F:956.687.3211



Condensate lines throughout the roof

Chanin Engineering, LLC
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McAllen, Texas 78504
P:956.687.9421 F:956.687.3211

Final cap of roof placed at LEF

Chanin Engineering, LLC
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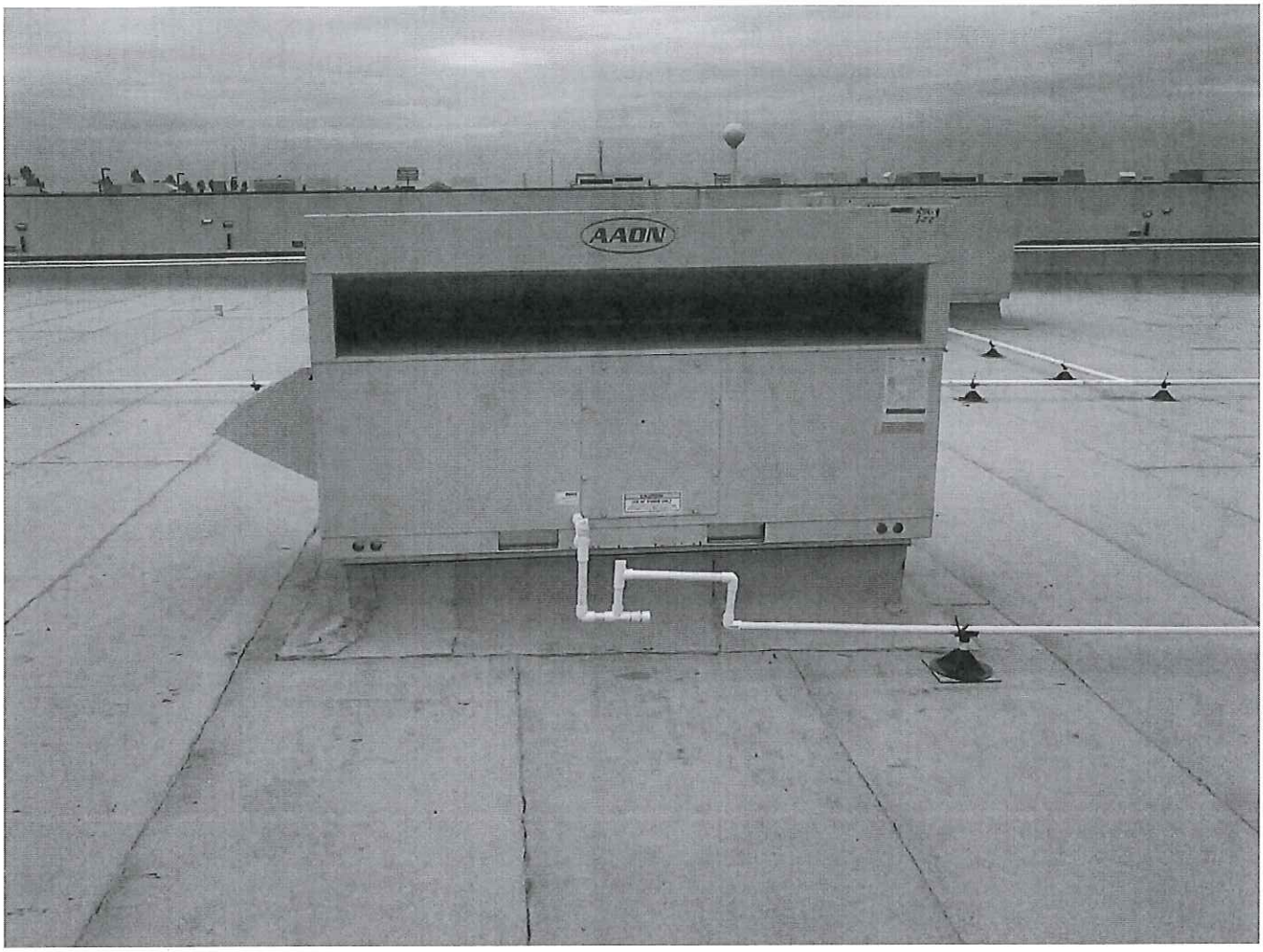
McAllen, Texas 78504
P:956.687.9421 F:956.687.3211



Contractor to provide insulation at P-Trap at all A/C Units

Chanin Engineering, LLC
400 Nolana, SuiteN2
McAllen, Texas 78504
P:956.687.9421 F:956.687.3211

Final cap of roof placed at LEF

Chanin Engineering, LLC
400 Nolana, SuiteN2
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P:956.687.9421 F:956.687.3211

Final cap of roof placed at LEF

Chanin Engineering, LLC
400 Nolana, SuiteN2
McAllen, Texas 78504
P:956.687.9421 F:956.687.3211

AI-52415 **Closed Session** **22. C.**

CC - REGULAR

Meeting Date: 12/01/2015

Submitted For: Michael Leo, COUNTY JUDGE **Submitted By:** Virginia Jones, COUNTY JUDGE

Department: COUNTY JUDGE

Information

CAPTION

Deliberation regarding the following: Economic Development Negotiations pursuant to Chapter 551, Texas Government Code, Section 551.087: Project Hub

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	11/24/2015 01:54 PM
Purchasing Department	Monica Badillo	11/25/2015 03:08 PM
Form Started By: Virginia Jones		Started On: 11/24/2015 10:27 AM
Final Approval Date: 11/25/2015		

AI-52416 **Closed Session** **22. D.**

CC - REGULAR

Meeting Date: 12/01/2015

Submitted For: Michael Leo, COUNTY JUDGE **Submitted By:** Virginia Jones, COUNTY JUDGE

Department: COUNTY JUDGE

Information

CAPTION

Deliberation regarding the following: Economic Development Negotiations pursuant to Chapter 551, Texas Government Code, Section 551.087: Project Palms

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	11/24/2015 01:53 PM
Purchasing Department	Monica Badillo	11/25/2015 03:08 PM
Form Started By: Virginia Jones		Started On: 11/24/2015 10:28 AM
Final Approval Date: 11/25/2015		

AI-52434 **Closed Session** **22. E.**

CC - REGULAR

Meeting Date: 12/01/2015

Submitted For: Michael Leo, COUNTY JUDGE

Submitted By: Virginia Jones, COUNTY JUDGE

Department: COUNTY JUDGE

Information

CAPTION

Deliberation regarding the following: Economic Development Negotiations pursuant to Chapter 551, Texas Government Code, Section 551.087: Project Blue Bird

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	11/25/2015 09:40 AM
Purchasing Department	Monica Badillo	11/25/2015 03:08 PM
Form Started By: Virginia Jones		Started On: 11/25/2015 09:32 AM
Final Approval Date: 11/25/2015		

AI-52330 **Closed Session** **22. F.**

CC - REGULAR

Meeting Date: 12/01/2015

Submitted For: Roy Quintanilha, SAFETY DIVISION

Submitted By: Aida Alvarez, SAFETY DIVISION

Department: SAFETY DIVISION

Information

CAPTION

Claim of Patricia Sanchez

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	11/19/2015 02:05 PM
Purchasing Department	Monica Badillo	11/25/2015 03:08 PM
Form Started By: Aida Alvarez		Started On: 11/19/2015 01:15 PM
Final Approval Date: 11/25/2015		

AI-52333 **Closed Session** **22. G.**

CC - REGULAR

Meeting Date: 12/01/2015

Submitted For: Roy Quintanilha, SAFETY DIVISION

Submitted By: Aida Alvarez, SAFETY DIVISION

Department: SAFETY DIVISION

Information

CAPTION

Claim of Verizon

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	11/19/2015 02:05 PM
Purchasing Department	Monica Badillo	11/25/2015 03:08 PM
Form Started By: Aida Alvarez		Started On: 11/19/2015 01:18 PM
Final Approval Date: 11/25/2015		

AI-52363 **Closed Session** **22. H.**

CC - REGULAR

Meeting Date: 12/01/2015

Submitted For: Roy Quintanilha, SAFETY DIVISION

Submitted By: Aida Alvarez, SAFETY DIVISION

Department: SAFETY DIVISION

Information

CAPTION

Claim of Debbie Casares

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	11/23/2015 09:08 AM
Purchasing Department	Monica Badillo	11/25/2015 03:08 PM
Form Started By: Aida Alvarez		Started On: 11/23/2015 09:02 AM
Final Approval Date: 11/25/2015		

AI-52347 **Closed Session** **22. I.**

CC - REGULAR

Meeting Date: 12/01/2015

Submitted By: Monica Badillo, EXECUTIVE OFFICE

Department: EXECUTIVE OFFICE

Information

CAPTION

Civil Action No. 7:14-CV-00201; Nita L. Labude, ind. and as personal rep. of the Estate of Paul William Labude (decendant) v. County of Hidalgo, et al

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	11/20/2015 01:21 PM
Purchasing Department	Monica Badillo	11/25/2015 03:08 PM

Form Started By: Monica Badillo Started On: 11/20/2015 01:09 PM

Final Approval Date: 11/25/2015

AI-52377 **Closed Session** **22. J.**

CC - REGULAR

Meeting Date: 12/01/2015

Submitted By: Monica Badillo, EXECUTIVE OFFICE

Department: EXECUTIVE OFFICE

Information

CAPTION

Civil Action No. 7:14-CV-00438; David Carrizales and Rogelia Stabolito v. Guadalupe "Lupe" Trevino, Sheriff, et al

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	11/23/2015 01:12 PM
Purchasing Department	Monica Badillo	11/25/2015 03:08 PM

Form Started By: Monica Badillo Started On: 11/23/2015 11:35 AM

Final Approval Date: 11/25/2015

AI-52345 **Closed Session** **22. K.**

CC - REGULAR

Meeting Date: 12/01/2015

Submitted By: Monica Badillo, EXECUTIVE OFFICE

Department: EXECUTIVE OFFICE

Information

CAPTION

Yesenia Garza v. Russell Doaks Suits Jr. and Hidalgo County Sheriff's Department

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	11/20/2015 01:21 PM
Purchasing Department	Monica Badillo	11/25/2015 03:08 PM
Form Started By: Monica Badillo		Started On: 11/20/2015 01:08 PM
Final Approval Date: 11/25/2015		

AI-52412 **Open Session** **24. C.**

CC - REGULAR

Meeting Date: 12/01/2015

Submitted For: Michael Leo, COUNTY JUDGE **Submitted By:** Virginia Jones, COUNTY JUDGE

Department: COUNTY JUDGE

Information

CAPTION

Deliberation regarding the following: Economic Development Negotiations pursuant to Chapter 551, Texas Government Code, Section 551.087: Project Hub

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	11/24/2015 01:54 PM
Purchasing Department	Monica Badillo	11/25/2015 03:08 PM
Form Started By: Virginia Jones		Started On: 11/24/2015 10:25 AM
Final Approval Date: 11/25/2015		

AI-52417 **Open Session** **24. D.**

CC - REGULAR

Meeting Date: 12/01/2015

Submitted For: Michael Leo, COUNTY JUDGE

Submitted By: Virginia Jones, COUNTY JUDGE

Department: COUNTY JUDGE

Information

CAPTION

Deliberation regarding the following: Economic Development Negotiations pursuant to Chapter 551, Texas Government Code, Section 551.087: Project Palms

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	11/24/2015 01:53 PM
Purchasing Department	Monica Badillo	11/25/2015 03:08 PM
Form Started By: Virginia Jones		Started On: 11/24/2015 10:29 AM
Final Approval Date: 11/25/2015		

AI-52435 **Open Session** **24. E.**

CC - REGULAR

Meeting Date: 12/01/2015

Submitted For: Michael Leo, COUNTY JUDGE

Submitted By: Virginia Jones, COUNTY JUDGE

Department: COUNTY JUDGE

Information

CAPTION

Deliberation regarding the following: Economic Development Negotiations pursuant to Chapter 551, Texas Government Code, Section 551.087: Project Blue Bird

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	11/25/2015 09:40 AM
Purchasing Department	Monica Badillo	11/25/2015 03:08 PM
Form Started By: Virginia Jones		Started On: 11/25/2015 09:35 AM
Final Approval Date: 11/25/2015		

AI-52331 **Open Session** **24. F.**

CC - REGULAR

Meeting Date: 12/01/2015

Submitted For: Roy Quintanilha, SAFETY DIVISION

Submitted By: Aida Alvarez, SAFETY DIVISION

Department: SAFETY DIVISION

Information

CAPTION

Claim of Patricia Sanchez

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	11/19/2015 02:05 PM
Purchasing Department	Monica Badillo	11/25/2015 03:08 PM
Form Started By: Aida Alvarez		Started On: 11/19/2015 01:17 PM
Final Approval Date: 11/25/2015		

AI-52334 **Open Session** **24. G.**

CC - REGULAR

Meeting Date: 12/01/2015

Submitted For: Roy Quintanilha, SAFETY DIVISION

Submitted By: Aida Alvarez, SAFETY DIVISION

Department: SAFETY DIVISION

Information

CAPTION

Claim of Verizon

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	11/19/2015 02:05 PM
Purchasing Department	Monica Badillo	11/25/2015 03:08 PM
Form Started By: Aida Alvarez		Started On: 11/19/2015 01:19 PM
Final Approval Date: 11/25/2015		

AI-52364 **Open Session** **24. H.**

CC - REGULAR

Meeting Date: 12/01/2015

Submitted For: Roy Quintanilha, SAFETY DIVISION

Submitted By: Aida Alvarez, SAFETY DIVISION

Department: SAFETY DIVISION

Information

CAPTION

Claim of Debbie Casares

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	11/23/2015 09:08 AM
Purchasing Department	Monica Badillo	11/25/2015 03:08 PM
Form Started By: Aida Alvarez		Started On: 11/23/2015 09:05 AM
Final Approval Date: 11/25/2015		

AI-52348 **Open Session** **24. I.**

CC - REGULAR

Meeting Date: 12/01/2015

Submitted By: Monica Badillo, EXECUTIVE OFFICE

Department: EXECUTIVE OFFICE

Information

CAPTION

Civil Action No. 7:14-CV-00201; Nita L. Labude, ind. and as personal rep. of the Estate of Paul William Labude (decendant) v. County of Hidalgo, et al

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	11/20/2015 01:21 PM
Purchasing Department	Monica Badillo	11/25/2015 03:08 PM

Form Started By: Monica Badillo Started On: 11/20/2015 01:11 PM

Final Approval Date: 11/25/2015

AI-52378 **Open Session** **24. J.**

CC - REGULAR

Meeting Date: 12/01/2015

Submitted By: Monica Badillo, EXECUTIVE OFFICE

Department: EXECUTIVE OFFICE

Information

CAPTION

Civil Action No. 7:14-CV-00438; David Carrizales and Rogelia Stabolito v. Guadalupe "Lupe" Trevino, Sheriff, et al

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	11/23/2015 01:12 PM
Purchasing Department	Monica Badillo	11/25/2015 03:08 PM

Form Started By: Monica Badillo Started On: 11/23/2015 11:35 AM

Final Approval Date: 11/25/2015

AI-52346 **Open Session** **24. K.**

CC - REGULAR

Meeting Date: 12/01/2015

Submitted By: Monica Badillo, EXECUTIVE OFFICE

Department: EXECUTIVE OFFICE

Information

CAPTION

Yesenia Garza v. Russell Doaks Suits Jr. and Hidalgo County Sheriff's Department

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	11/20/2015 01:21 PM
Purchasing Department	Monica Badillo	11/25/2015 03:08 PM
Form Started By: Monica Badillo		Started On: 11/20/2015 01:08 PM
Final Approval Date: 11/25/2015		