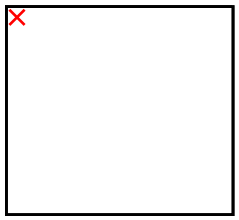

AGENDA
HIDALGO COUNTY
COMMISSIONERS COURT
MEETING
June 7, 2016
9:30 A.M.

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. **County Judge's Office:**

   A. AI-54881 Consideration and approval of a Resolution in Honor of the McAllen United Angels Girls Soccer Team

   B. AI-54916 Order ratifying Amended and Restated Interlocal Agreement (as to McAllen TIRZ Number One)

6. **Constables:**

   A. AI-54807 Constable Pct. #2:

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

7. **Sheriff's Office:**

A. AI-54862 1. Approval of Interlocal Cooperation Agreement for Shooting Range Use/Training between the Hidalgo County Sheriff's Office and the Texas Department of Public Safety.

2. Authorization for County Judge, as authorized official, and County Sheriff to sign two original documents.

B. AI-54852 Approval to appropriate $85,000.00 from the unreserved fund balance in the Sheriff's Federal Sharing - U.S. Department of Treasury (Fund 1228).

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

A. AI-54932 DA Investigation HB65 (1223)
Approval to 2016 appropriation of funds in the amount of $30,000.00 to fund operating expenditures.

9. **Human Resources:**

A. AI-54906 Precinct 4 CRC (1100):
1. Requesting waiver of the Budget Amendment Policy - Personnel - Related Amendments.
2. Discussion, consideration, and approval of the following personnel actions effective next full pay period:

Action	Dept/Program	Slot #	Position Title	Current Budgeted Salary	Proposed Budgeted Salary
Delete	124-001	0001	Equipment Operator III	$36,470.00	$0.00
Create	124-077	0003	Clerk IV	$0.00	$31,252.00

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

B. AI-54797 Elections Department (1100):
1. Requesting waiver of the Budget Amendment Policy - Personnel - Related Amendments.
2. Discussion, consideration, and approval to extend the following temporary full-time positions, effective 07/01/2016 through 12/31/2016:

Employee #	Slot #	Position Title	Proposed Budgeted Salary/Hourly Rate
199290	T172	Elections Clerk	$10,504.00/yr - $10.10/hr
214809	T173	Elections Clerk	$10,504.00/yr - $10.10/hr
211052	T176	Elections Clerk	$10,504.00/yr - $10.10/hr
211060	T177	Elections Clerk	$10,504.00/yr - $10.10/hr

212938	T178	Elections Clerk	$10,504.00/yr - $10.10/hr
212946	T179	Elections Clerk	$10,504.00/yr - $10.10/hr
199281	T180	Elections Clerk	$10,504.00/yr - $10.10/hr
212920	T181	Elections Clerk	$10,504.00/yr - $10.10/hr
Vacant	T174	Elections Clerk	$10,504.00/yr - $10.10/hr
Vacant	T182	Elections Clerk	$10,504.00/yr - $10.10/hr

3. Approval to waive posting, hiring, and enrollment procedures for temporary slot #s T172, T173, T176, T177, T178, T179, T180, and T181 and keep the temporary employee #s currently filling the slot #s listed above.
4. Approval of interdepartmental transfer.
5. Approval to revise salary schedule in accordance with Commissioners Court action.

C. AI-54824 Health Adm/Health Clinics (1100)/ RLSS-LPHS/IMM DIV LOCAL/H.D. ADM (1293):
1. Requesting waiver of the Budget Amendment Policy - Personnel - Related Amendments.
2. Discussion, consideration, and approval of the following personnel actions effective next full pay period:

Action	**Dept/ Program**	**Slot#**	**Position Title**	**Current Budgeted Salary**	**Proposed Budgeted Salary**
Delete	340-001	0045	Public Health Technician III	$52,132.00	$0.00
Create	340-001	0056	Public Health Coordinator	$0.00	$57,847.00
Delete	340-003	0005	Assistant Director Of Nursing	$74,557.00	$0.00
Budgeted Salary / Reduce	340-003	G058	Public Health Specialist	$18,000.00	$17,101.00
	340-006	G003		$18,452.00	$17,530.00
Create	340-003	0151	Assistant Director of Clinical Care Services	$0.00	$80,000.00
Delete	340-012	G007	Licensed Vocational Nurse II	$29,934.00	$0.00
	340-005	G009		$1,498.00	$0.00
	340-003	G060		$11,087.00	$0.00

3. Approval to waive posting, hiring, and enrollment procedures and assign employee #131504 to Slot No. 0056, Public Health Coordinator position.
4. Approval of interdepartmental transfer.
5. Approval to revise the salary schedule in accordance with Commissioners' Court action.

10. **HIDTA - Task Force:**

A. AI-54801 Approval of correction for 2016 HIDTA Grant (approved on CC 04/26/16 AI-54270), changing effective salary redistribution date from 05/02/16 to 04/18/16 (Pay Period 10).

B. AI-54697 1. Approval to amend (increase) the 2016 HIDTA Task Force - Chapter 59 Fund Budget (Fund 1251) in the amount of $178,185.00.

2. Approval to appropriate funds in the amount $178,185.00 in the 2016 HIDTA Task Force - Chapter 59 Fund Budget (Fund 1251).

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

A. AI-54879 Requesting approval of letter to city mayors related to Zika Virus Prevention Efforts.

B. AI-54851 1. Requesting approval for Commissioner's Court to accept and County Judge Ramon Garcia to sign the Lease Agreement with Carson Map Company, Inc.
2. Requesting approval to process lease agreement fee payment in the amount of $590.00 with authority for County Treasurer to issue a check after auditing procedures are completed by County Auditor.

C. AI-54833 Requesting approval to allow Hidalgo County Health & Human Services Dept. staff in partnership with Hidalgo County Emergency Management staff to host and provide training for local Amateur Radio Operators. The Field Day Exercise will be held on June 25, 2016.

D. AI-54835 Requesting approval to renew for a period of one year the Memorandum of Agreement with Texas A&M University Health Science Center for an On-Site Education program.

E. AI-54793 Presentation of Walk Across Texas Challenge #9 Winners

F. AI-54822 1. Requesting approval to accept the CPS/OT-UNIQUE grant contract amendment #2016-004045-01. The purpose of the amendment is to amend certain contractual language and revise the budget.
2. Requesting approval of the Certification of Revenue in the amount of $2,500.00.
3. Requesting approval of the budget appropriation.

G. **Health Care Funding District:**

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

H. **Indigent Health Care Program:**

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

2. AI-54796 Discussion South Texas MCO Pass-Through Payment Pilot Program.

12. **Emergency Management:**

A. AI-54927 Approval of continuance of local state of disaster under Texas Government Code Section 418.108

13. **Urban County:**

A. AI-54901 The Urban County Program requests authorization to advertise for construction and related activities for all projects identified in the 2016-2017 One Year Action Plan and subsequent amendments, TDHCA, TDA, Colonia funded activities and Texas General Land Office projects.

B. AI-54907 Requesting approval to Re-authorize Urban County Program Director to sign and execute Loan Agreements, Rehabilitation Contracts, Promissory Notes, Release of Liens on Property that have met the established Affordability Periods, and CHDO Agreements, as they relate to the Housing Program.

C. AI-54908 Requesting approval to Re-authorize Urban County Program Director to sign and execute contracts and agreements after Hidalgo County Commissioners' Court approval as they relate to all Hidalgo County Urban County Program projects included in the Annual Consolidated Plan.

D. AI-54909 Requesting approval to re-designate Urban County Program Director as Certifying Officer Designee for Environmental review procedures for entities assuming HUD Environmental responsibilities (CDBG, HOME, ESG, COLONIA, TDHCA, TDA, GLO Program and etc.).

E. AI-54912 Requesting approval to re-authorize Urban County Program Director to approve certain Change Orders on Urban County Projects.

F. AI-54913 Requesting authority to change the Annual Action Plan approved by Commissioners' Court on May 10, 2016 to include an additional $8,713.00 awarded to the County of Hidalgo for the HOME Program after submittal of Annual Action plan to HUD and authorize County Judge to sign a new SF-424.

G. AI-54878 The Urban County Program is requesting authorization to waive the CDBG Redistribution and Recapture Policy for program year 28(2015).

H. AI-54832 Subject to Compliance with HB 1295, when and if Applicable, the Urban County Program on behalf of the City of Granjeno is requesting approval of a best and final negotiated contract for Professional Service- Construction Material Testing Services with Raba-Kistner Consultants Inc., in the amount of $7,208.45 utilizing CDBG FY 20 (2007) Parks Recreational Facility Improvement funds.

I. AI-54827 1. Request approval to decrease the 2014 HOME Owner Occupied Rehabilitation (Rehab) Program line item by $75,000

2. Request approval to increase the 2014 HOME Community Housing Development Organization (CHDO) Program line item by $75,000

J. AI-54826 Request approval to increase the 2014 HOME Community Housing Development Organization (CHDO) Program agreement between Hidalgo County Urban County Program and Proyecto Azteca by $75,000 and approve the addendum (Right of Exercise) with Proyecto Azteca

K. AI-54825 1. Requesting exemption from competitive bidding requirements under the Texas Local Government Code 262.024 (a)(4) for professional engineering services;

2. Presentation of the scoring grid for the purposes of ranking by CC of at least three (3) engineering firms from the County's approved "pool" as graded and evaluated by the City of Hidalgo, Urban County Program, and Hidalgo County Purchasing Department, in connection with and funded through Hidalgo County Urban County Program Year 27 (2014) Hidalgo Parks, Recreational Facility Improvement funds.

Professional Service Firm	**Grade**	**Ranked**
Javier Hinojosa Engineering	94.33%	
LNV Engineering	92.67%	
S&B Infrastructure, LTD.	92.33%	

3. Authority to negotiate a professional engineering service contract with the No. 1 ranked firm of_____for the provision of engineering services for an Urban County Program Year 27 (2014) Hidalgo Parks, Recreational Facility Improvements project.

L. AI-54773 Subject to Compliance with HB 1295, when and if Applicable, the Urban County Program on behalf of the City of San Juan, is requesting consideration and action to award and enter into a construction contract with O.M.T. Utilities in the amount of $193,600.00. UCP funds in Year 27 (2014) Water/Sewer Improvement line item will be utilized.

M. AI-54694 1. Requesting exemption from competitive bidding requirements under the Texas Local Government Code 262.024 (a)(4) for professional engineering services;

2. Presentation of the scoring grid for the purposes of ranking by CC of at least three (3) engineering firms from the County's approved "pool" as graded and evaluated by the City of San Juan, Urban County Program, and Hidalgo County Purchasing Department, in connection with and funded through Hidalgo County Urban County Program Year 28 (2015) San Juan Street Improvement funds.

Professional Service Firm	Grade	Ranked
Perez Consulting Engineers	92.00%	
S&B Infrastructure	89.67%	
Javier Hinojosa Engineering	88.67%	

3. Authority to negotiate a professional engineering service contract with the No. 1 ranked firm of _____for the provision of engineering services for an Urban County Program Year 28 (2015) San Juan Street Improvements project.

N. AI-54692 1. Requesting exemption from competitive bidding requirements under the Texas Local Government Code 262.024 (a)(4) for Professional Engineering Services-Construction Materials Geo-Technical Testing services;

2. Presentation of the scoring grid for the purposes of ranking by CC of at least three (3) Construction Materials Geo-Technical Testing engineering firms from the County's approved "pool" as graded and evaluated by the City of San Juan, Urban County Program, and Hidalgo County Purchasing Department, in connection with and funded through Hidalgo County Urban County Program Year 28 (2015) San Juan Street Improvement funds.

Professional Service Firm	Grade	Ranked
Millennium Engineers Group	91.33%	
Professional Service Industries	86.67%	
Terracon Consultants, Inc.	85.00%	

3. Authority to negotiate a professional engineering service contract with the No. 1 ranked firm of _____ for the provision of Construction Materials Geo-technical Testing service for an Urban County Program Year 28 (2015) San Juan Street Improvements project.

O. AI-54691 "Subject to Compliance with HB 1295, when and if applicable." The Urban County Program on behalf of City of Granjeno is requesting authority to purchase parks, recreational equipment/supplies through Hidalgo County's membership and participation with Buyboard approved vendor Exerplay, Inc, (Buyboard Contract # 423-13) in the amount of $183,622.65 (quote attached hereto). Freight and installation are included in quote. City of Granjeno UCP Year 28 (2015) Parks, Recreational Facilities and Improvement funds will be utilized.

14. **Elections Administration:**

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

15. **Head Start Program:**

A. AI-54805 Discussion/Approval of Program Calendars for Program Year 2016-2017

B. AI-54780 Discussion/Approval of Summer Work Schedule

C. AI-54787 Discussion/Approval on Request to Enter into a Thirty-Six (36) Month New Copier Lease Agreement for Fifty-Seven (57) Copiers Through Hidalgo County's Membership/Participation in the State of Texas Department of Information Resources (DIR) Awarded Vendor, Kyocera Document Solutions America, Inc., DIR Contract DIR-TSO-3092

D. AI-54786 Presentation for Discussion, Consideration and Approval to Enter into a Memorandum of Understanding (MOU) between Hidalgo County Head Start Program and the Entities Listed on the Attached List

E. AI-54785 Discussion/Approval of the Following 2016-2017 Hidalgo County Head Start Program Plans:
1. Child Nutrition Services
2. Education Services
3. Family Services
4. Health Services
5. Human Resources
6. Mental Health Services
7. Special Services
8. Transition Services
9. Transportation Services

F. AI-54784 Discussion/Approval of Audit Finings and Corrective Action Plan for the Child and Adult Care Food Program

G. AI-54783 Discussion/Approval of Relocation of Funded Enrollment Slots

H. AI-54782 Discussion/Approval to Disburse Lump Sum Summer Paychecks to Staff who resign as of the Last Summer Leave Day/Last Working Day for Position Assigned

16. **Planning Department:**

A. AI-54837 1. Preliminary Approval with Variance Request
a. Conchas Subdivision- Pct. 3 (Maria Conchas) (Bentsen Palm Drive & Mile 3 North Road)
2. Final Approval
a. Eduardo's No. 13 Subdivision- Pct. 3 (Aniceto Izaguirre) (Trosper Road & Mile 4 North Road)

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

A. AI-54925 Appointment of member to the Hidalgo County Housing Authority

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

A. AI-54915 Resolution in Honor of Jesus M. Ozuna for his Service to Hidalgo County Precinct 4

19. **Budget & Management:**

A. AI-54929 2015 General Fund & Special Revenue Fund-Capital Leases:
1. Approval of certification of revenues, as certified by the Co. Auditor, to fund capital lease expenditures for various departments.
2. Approval of 2015 appropriation of revenues & expenditures to fund capital lease expenditures for various departments.
3. Approval of various 2015 intradepartmental transfers to fund capital lease expenditures for various departments.

B. AI-54790 Discussion, consideration and approval to submit the following FEMA Subgrant Application Form 90-91 related to the May/June DR-4223 with authority for County Judge to sign required documentation:

FEMA Project Number	**Total Subgrant Application Amount**
PA-06-TX-4223-PW-01937(1)	124,265.01

C. AI-54850 TXDOT - Pct 4 FM2220 (Mile 5 to FM1924):
Approval and concurrence of the Plans of Proposed State Highway Improvement for FM2220 (Mile 5 to FM1924) CSJ:2094-01-038, with authorization for County Judge to sign title sheets for the plan sets for this project.

D. AI-54794 Requesting approval to process the Eligibility Tracking Calculators, LLC (ETC) invoice #4314 as claim with authority for County Treasurer to issue payment after review, audit and processing procedures are completed by the County Auditor.

20. **Purchasing Department:**
Notes:
A. FOR ANY CONTRACT(S) AWARDED AND APPROVED UNDER THIS AGENDA, EXECUTED COPIES OF THE CONTRACT(S) WILL BE AVAILABLE ON THE COUNTY INTRA-NET WEBSITE AND WILL BE FOWARDED VIA E-MAIL, FAX OR HAND DELIVERED TO HIDALGO COUNTY AUDITOR'S OFFICE.
B. ANY AND ALL REQUESTS FOR PAYMENT(S) APPROVED WILL BE SUBJECT TO COUNTY AUDITORS PROCESSING PROCEDURES INCLUDING AUTHORITY FOR COUNTY TREASURER TO ISSUE PAYMENT(S)/CHECK(S).

A. **Hidalgo County**

1. AI-54871 Acceptance and approval of an Invoice #14-5-000018-$2,836.93 [dated 5/30/14] from L&G Engineering Laboratory [Construction Materials Testing/Geotechnical Engineering] through approved WA#5 by HCCC on 04-18-14 [re: Contract #C-13-220-08-13] and evidenced by PO#707737 and compliant with terms of WA with authority for Hidalgo County Treasurer to issue payment and audited by HC Auditor.

B. **Executive Officer**

1. AI-54828 Pursuant to executed Real Estate Broker Services-Notice to Proceed document dated 10-27-15 to CBRE, Inc., requesting approval to terminate said order inasmuch it is not in the best interest of Hidalgo County to dispose of these two properties with authority to send termination notice to CBRE.

C. **Pct. 1**

1. AI-54791 A. Requesting exemption from competitive bidding requirements under the Texas Local Government Code, Section 262.024 (A) (4) a professional services;

B. Presentation of scoring grid (for the purpose of ranking by CC) of the firms graded and evaluated through the County's approved "pool" of professional engineering services for Pct No.1 Mile 8N, Mile 2E, Mile 2 1/2 E & Mile 4 N);

Evaluator	LeFevre Engineering & Consulting	Quintanlla, Headley and Associates, Inc.	Hinojosa Engineering
Score	98	91	86
Ranking			

C. Authority for the Purchasing Department to negotiate a professional contract with the No. 1 ranked firm _____for professional engineering services for Pct No. 1 Mile 8N, Mile 2E, Mile 2 1/2E & Mile 4 N).

2. AI-54792 A. Requesting exemption from competitive bidding requirements under the Texas Local Government Code, Section 262.024 (A) (4) a professional services;

B. Presentation of scoring grid (for the purpose of ranking by CC) of the firms graded and evaluated through the County's approved "pool" of professional engineering services for Pct No.1 Mile 1 ½ W,J. Flores, Englemen, Las Cumbres & Mile 20 N;

Evaluator	Cortraw Engineering PLLC	International Consulting Engineering	Rio Delta Engineering
Score	91	97	90
Ranking			

C. Authority for the Purchasing Department to negotiate a professional contract commencing with the No. 1 ranked firm _____for professional engineering services for Pct No. 1 Mile 1 ½ W,J. Flores, Englemen, Las Cumbres & Mile 20 N.

3. AI-54626 Presentation of sole responsible vendor submitting the lowest and best bid and meeting all specifications and / or requirements (as detailed in the documentation contained herein) for the purpose of award and approval of contract for Request for Bid titled: Hidalgo County - Precinct 1 - "Hauling Of All Road Materials" through project No.: 2016-159-05-04-FAZ.

D. **Pct. 2**

1. AI-54905 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 "Yuma Avenue Road Project" for Pct 2.

Total Scores	HINOJOSA ENGINEERING	JAVIER HINOJOSA ENGINEERING	L&G CONSULTING ENGINEERS, INC.
EVALUATOR	97	95	98
RANKING			

c. Authority for the Purchasing Department to negotiate a professional services agreement commencing with the No. 1 ranked firm of _____ for professional engineering services for "Yuma Avenue Road Project" for Pct 2.

2. AI-54903 Approval of Work Authorization No. 6 (with an estimated cost of $198,379.69) as submitted by project engineer, L&G Consulting Engineers, to provide PS&E and other design related services for the Pct 2 Regional Linear Park Project.

3. AI-54900 Approval of Supplemental Agreement No. 1 for L&G Consulting Engineers, Contract No. C-15-097-03-17 resulting in an amendment to Exhibit B Scope of Services ad Exhibit D Fee Proposal (with an estimated cost decrease of $27,600.00) for services under Work Authorization No. 5 for the Pct 2 Yuma Ave Road Project.

4. AI-54904 Approval of Supplemental Agreement No. 1 for L&G Consulting Engineers, Contract No. C-15-046-03-03 resulting in additional environmental services needed for the project (with an estimated cost increase of $35,035.52) for services under Work Authorization No. 4 for the Pct 2 Regional Linear Park Project.

E. **Pct. 4**

1. AI-54928 a. Requesting exemption from competitive bidding requirements under the Texas Local Government Code, Section 262.024 (A) (4) for a professional service;

b. Presentation of the scoring grid (for the purposes of ranking by CC) the firm graded & evaluated through the County's approved "pool" of Architectural Firms in connection to the **"Design and Construction of a New Mechanical Shop"** at **Hidalgo County Precinct 4**;

ARCHITECTURAL FIRMS

FIRMS	**ERO Architects**	**GMS Architects**	**Negrete & Kolar Architects, LLP**
Scores	98	95	93
Ranking			

c. Authority for the Purchasing Department to negotiate a professional (AIA form of Agreement) for Architectural Services for the purposes of the **"Design and Construction of a New Mechanical Shop"** at **Hidalgo County Precinct 4**, commencing with the No.1 ranked firm _____ for Architectural Services.

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

e. Presentation of the scoring grid (for the purposes of ranking by CC) the firm graded & evaluated through the County's approved "pool" of Engineering Firms in connection to the **"Construction Material Testing"** for **(job specific) Project: "Mile 17.5 (Paving & Drainage Improvements)** within **Hidalgo County Precinct 4;**

ENGINEERING FIRMS

FIRMS	**Terracon**	**Trinity Soils Investigation Laboratories, Inc. (TSI Laboratories)**	**Professional Service Industries, Inc. (PSI)**
Scores	98	97	95
Ranking			

f. Authority for the Purchasing Department to negotiate a professional engineering services agreement for the purposes of **"Construction Material Testing"** for **(job specific)** project: **Mile 17.5 (Paving & Drainage Improvements)** in **Hidalgo County Precinct 4,** commencing with the No.1 ranked firm _____ for **Engineering Services.**

g. Acceptance and approval of **Work Authorization No. 1** with an estimated cost of **($103,498.56)** as submitted by project engineer, **Dos Logistics, Inc.** for the purposes of Engineering Services for: **Brushline Road Improvements (for approximately 3.65 Miles from 3,000 Ft. North of Mile 22.5 Street to FM 490)** within **Hidalgo County Precinct No. 4**, in connection to (on call) agreement #**C-15-384-12-08.**

F. **Sheriff's Office**

1. AI-54696 Presentation of sole/quote received from National Medical Services Inc. meeting all specifications and/or requirements for the purpose of award and approval of contract [but in no event to exceed $50K] for Request for Sealed Quotes titled: Hidalgo County Precinct Sheriff's Office-DNA Testing Lab Services-Project" RFSQ No:2016-174-04-27-SMA.

G. **Co. Wide**

1. AI-54897 A. Recommendation by Ricardo Saldana, HC-EMC, County Judge's Office and Rey Salazar, HC-DBM for discussion, consideration and action to select Tetra Tech, Inc., fka, Beck Disaster Recovery [awarded vendor thru H-GAC contract #HP07-16/effective 06-01-2016 thru 05-31-19 including renewals], by negotiating & engaging consulting services of "Emergency Preparedness & Disaster Recovery Services" including but not limited to:
1. Assist the county in the identification, assessment and preparation of FEMA project worksheets for the reimbursement of eligible repairs;
2. Assess and evaluate all damages incurred;
3. Work with each precinct and department to ensure that all eligible items are taken into consideration on project work sheets;
4. All Hazards Preparedness, Planning, Consulting & Recovery Services;
5. Emergency Consulting Services;
6. Disaster Debris Monitoring & Management Services;
7. Financial Recovery Services;
so as to have in place all necessary services should an emergency event occur as Hurricane Season is on-going; **OR, IN THE ALTERNATIVE AND IF REQUIRED THROUGH FEMA:**

B. Nomination of a least three (3) awarded firms by H-GAC [list attached herein] for the provision of "Emergency Preparedness & Disaster Recovery Services" for the purpose of scoring/grading [with criteria developed by HC as done for Debris Removal Services] for ranking by CC to negotiate and finalize and contract for services detailed in item A herein with selection of the evaluation committee.

21. **Executive Office:**

A. AI-54868 Discussion, consideration and action on Letter of Committment from Commissioners Court to partner with Tropical Texas Behavioral Health for the Assisted Outpatient Treatment (AOT) Grant Program (related to outpatient treatment) with authority for County Judge to sign; to be submitted with grant application to The Substance Abuse and Mental Health Services Administration

B. AI-54359 Requesting permission by Sacred Heart Catholic Church in Edinburg to use the courthouse parking lot for their Annual Karmesse to be held on October 8, 2016

C. AI-54818 Approval to accept settlement check from State Farm Insurance Company in the amount of $2,367.25 to settle auto accident claim with County vehicle. (Sheriff Office)

D. AI-54930 Discussion and possible action ratifying Edinburg Economic Development Corporation action of EEDC Meeting held on December 29, 2015, relating to a waiver of the restrictions, conditions and covenants contained in the Correction Special Warranty Deed dated September 11, 2006 in favor of the Edinburg Economic Development Corporation and binding upon First National Bank, a national banking association, and/or any successors or assigns of First National Bank

22. **Open Forum**

Closed Session:

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

A. Real Estate Acquisition

B. Pending and/or potential litigation

C. AI-54816 Claim of Roberto Martinez

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

B. Requesting engagement with the firm of _____ for the "Provision of Legal Services/Representation in connection with Litigation" and authority to submit letter of engagement (subject to compliance with HB1295)

25. **Open Session:**

A. Real Estate Acquisition and appropriation for same

B. Pending and/or potential litigation

C. AI-54817 Claim of Roberto Martinez

Closed Session:

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

Open Session:

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

28. **Adjourn**

AI-54881

County Judge's Office 5. A.

CC - REGULAR
Meeting Date: 06/07/2016
Submitted For: Julia Sullivan, PUBLIC AFFAIRS
Submitted By: Julia Sullivan, PUBLIC AFFAIRS
Department: PUBLIC AFFAIRS

Information

CAPTION

Consideration and approval of a Resolution in Honor of the McAllen United Angels Girls Soccer Team

BACKGROUND

Fiscal Impact

Attachments

Resolution

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	06/02/2016 11:50 AM
Final Approval	Monica Badillo	06/03/2016 05:59 PM

Form Started By: Julia Sullivan Started On: 06/02/2016 11:39 AM
Final Approval Date: 06/03/2016

RESOLUTION IN HONOR OF MCALLEN UNITED ANGELS GIRLS SOCCER TEAM

WHEREAS, the McAllen United Angels is a Girls Soccer Team that competes year-round against top-level private clubs from the RGV, San Antonio, Austin and Houston; and

WHEREAS, the United Angels have won eight championships, most recently becoming the 2016 U.S. Youth Soccer President's Cup Girl's age 14 State Champions in their first time going to a competitive state tournament; and

WHEREAS, this achievement has advanced the Angels to represent the State (with the South Texas Youth Soccer Association) at the 2016 REGION III President's Cup in College Station, Texas in a tournament held June 14-19, where they will compete against teams from Alabama, Arkansas, Florida, Georgia, Louisiana, Mississippi, North Carolina, Oklahoma, South Carolina and Tennessee; and

WHEREAS, throughout the years, the goal is to encourage personal growth, positive attitudes and strong leadership in all of the players. They are led by a devoted group of parents and Head Coach Abraham Adriano, as well as Assistant Coaches David Gonzalez and Mario Campos; and

WHEREAS, the team is comprised of players: Leila Arriola, Zarahy Campos, Viviana Cruz, Kristina Godinez, Alexa Gonzalez, Cynthia Gutierrez, Georgina Hernandez, Mia Perez, Araceli Ramirez, Stephanie Ramirez, Leilani Sanchez, Andrea Santana, Kay-Lani Vazquez, and Ashley Segura.

NOW, THEREFORE, BE IT RESOLVED that the Hidalgo County Commissioners Court hereby congratulates the McAllen United Angels U.S. Youth Girls Soccer team for their dedication and wishes them continued success.

Dated this 7th day of June 2016.

RAMON GARCIA
County Judge

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

EDUARDO "EDDIE" CANTU
County Commissioner, Pct. 2

JOE M. FLORES
County Commissioner, Pct.3

JOSEPH PALACIOS
County Commissioner, Pct. 4

Attest: ARTURO GUAJARDO, JR.
County Clerk

AI-54916

County Judge's Office 5. B.

CC - REGULAR

Meeting Date: 06/07/2016

Submitted For: Michael Leo, COUNTY JUDGE Submitted By: Virginia Jones, COUNTY JUDGE

Department: COUNTY JUDGE

Information

CAPTION

Order ratifying Amended and Restated Interlocal Agreement (as to McAllen TIRZ Number One)

BACKGROUND

Previously approved on April 5, 2016

Fiscal Impact

Attachments

Amended & Restated ICA

Ex A

Ex B

Ex C

Ex D

Ex E

Ex F

ORDER

EMAIL

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	06/03/2016 03:39 PM
Final Approval	Monica Badillo	06/03/2016 05:59 PM

Form Started By: Virginia Jones Started On: 06/03/2016 12:26 PM

Final Approval Date: 06/03/2016

THE STATE OF TEXAS	**§**	**CITY OF MCALLEN**
	§	
COUNTY OF HIDALGO	**§**	

AMENDED AND RESTATED
INTERLOCAL AGREEMENT

In consideration of the covenants set forth herein, and subject to the terms and conditions herein, the Parties (as defined below) hereby agree to the terms and conditions of this Agreement (as defined below).

I. PARTIES & INDEX

A. Parties

1. THIS AMENDED AND RESTATED INTERLOCAL AGREEMENT is made by and between (i) the **CITY OF MCALLEN, TEXAS** (hereafter referred to as the "CITY"), a Texas Home Rule Municipality, acting through its City Manager as authorized by the City Commission on December 14, 2015; (ii) **HIDALGO COUNTY,** a political subdivision of the State of Texas, acting through its County Judge pursuant to authority granted by the Hidalgo County Commissioners Court on December 15, 2015 (hereafter referred to as the "COUNTY"); (iii) the **TAX INCREMENT REINVESTMENT ZONE NUMBER ONE (1), CITY OF MCALLEN, TEXAS**, a reinvestment zone created by the CITY pursuant to Chapter 311 of the Texas Tax Code (hereafter referred to as the "ZONE"), acting by and through its duly authorized Board of Directors (hereinafter referred to as the "ZONE BOARD"), established to administer manage and/or operate the ZONE pursuant to Sections 311.009(b) and 311.010, Texas Tax Code, as well as to implement and fund the Project and the Supplement Project (as such terms are defined below); (iv) **TRES LAGOS PUBLIC IMPROVEMENT DISTRICT, CITY OF McALLEN, TEXAS**, a public improvement district created by the CITY pursuant to Chapter 372, Texas Local Government Code (hereafter referred to as the "PID"); and (v) **RHODES ENTERPRISES, INC.**, the developer, its successors and assigns (hereafter referred to as "DEVELOPER**")**. Collectively, the CITY, COUNTY, ZONE, PID and DEVELOPER may be referred to as the "Parties." This Agreement is made pursuant to Chapter 791 of the Texas Government Code and Chapter 311 of the Texas Tax Code for the participation of the CITY and the COUNTY in the Project (as defined below).

2. The initial addresses of the Parties are listed below. Each party may designate a different address by giving the others at least ten (10) days prior written notice.

If to the CITY, to:

City of McAllen
1300 Houston Avenue.
McAllen, Texas 78501
Attention: City Manager
Phone: (956) 681-1000

With a copy to:

City of McAllen
1300 Houston Avenue.
McAllen, Texas 78501
Attention: City Mayor
Phone: (956) 681-1000

If to the COUNTY, to:

Hidalgo County
100 E. Cano, Ste. 201
Edinburg, Texas 78539-6243
Re: Tres Lagos TIRZ
Attention: Honorable Ramon Garcia, County Judge
Phone: (956) 318-2600

With a copy to:

Hidalgo County Auditor
Attn: Ray Eufracio, CPA
Re: City of McAllen-TIF Zone #1
2808 South Business Hwy 281
Edinburg, Texas 78539
Phone: (956) 318-2511

If to the ZONE, to:

Reinvestment Zone Number One
c/o City of McAllen
1300 Houston Avenue.
McAllen, TX 78501
Attention: Mike Rhodes, Presiding Officer

With a copy to:

Reinvestment Zone Number One
Attention: Board Secretary, Megan J. Clay
601 N W Loop 410, Ste. 390
San Antonio, Texas 78216

IF to the PID, to:

Tres Lagos Public Improvement District, City of McAllen, Texas
c/o City of McAllen
1300 Houston Avenue.
McAllen, TX 78501
Attention: Mike Rhodes, Presiding Officer

With a copy to:

Tres Lagos Public Improvement District, City of McAllen, Texas
Attention: Board Secretary, Megan J. Clay
601 N W Loop 410, Ste. 390
San Antonio, Texas 78216

If to the Developer, to:

Rhodes Enterprises, Inc.
200 S. 10th St., Ste. 1400
McAllen, Texas 78501
Attention: Mike Rhodes
Phone: (956) 287-2800

With a copy to:

Earl & Associates, P.C.
601 NW Loop 410, Ste. 390
San Antonio, Texas 78216
Phone: (210) 222-1500
Attn: David L. Earl and Megan J. Clay

B. Index

This Agreement consists of the following sections:

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Exhibit "A"	Original Project and Finance Plan	27
Exhibit "B"	City of McAllen Ordinance No. 2014-75 passed and approved by the City Commission on December 22, 2014.	28
Exhibit "C"	Development Agreement, as amended	29
Exhibit "D"	Amended and Supplemental Project and Finance Plan approved by the ZONE BOARD on November 18, 2015 and by the Commission of the CITY on December 14, 2015.	30
Exhibit "E"	Map and description of +/- 100 acre tract within the Project which is to be conveyed from DEVELOPER to CITY for the Supplemental Project.	31
Exhibit "F"	Map and description of two tracts located east of of the Project which are to be conveyed by CITY to DEVELOPER.	32

C. Parts Incorporated

All of the above-described exhibits are hereby incorporated into this Agreement by this reference for all purposes.

II. DEFINITIONS

As used in this Agreement, the following terms shall have the meanings set out below:

1. "4B CORPORATION" has the meaning set forth in Section V.D.1 below.

2. "4B CORPORATION Payments' has the meaning set forth in Section IV.A.3a below.

3. "Additional Available Tax Increment" shall mean (1) as the CITY, 30% of the CITY's Aggregate Available Tax Increment for the years 2015 through 2025 and 20% of the CITY's Aggregate Available Tax Increment for the years 2026 through the remaining Term of the ZONE, and (2) as the COUNTY, 33% of the COUNTY's Aggregate Available Tax Increment for the years 2015 through 2025 and 23% of the COUNTY's Aggregate Available Tax Increment for the years 2026 through the remaining Term of the ZONE.

4. "Additional Payments" has the meaning set forth in Section V.F.1. below.

5. "Administrative Costs" means reasonable costs directly incurred by a Participating Taxing Entity (as hereinafter defined) related to its agreement to participate in the development of the ZONE, as described in this Agreement. These costs include, but are not limited to, costs and expenses for legal review and financial analysis related to the ZONE incurred prior to entering into this Agreement, as well as any such costs and expenses incurred after this Agreement becomes effective. The aggregate reimbursable Administrative Costs for all the combined Participating Taxing Entities, which incur Administrative Costs over the life of the ZONE, shall not exceed an aggregate reimbursement of Four

Hundred Thousand Dollars ($400,000), representing Three Hundred Thousand Dollars ($300,000.00) to the CITY and One Hundred Thousand Dollars ($100,000.00) to the COUNTY.

6. "Aggregate Available Tax Increment" shall mean (1) as to CITY, an amount calculated as a millage rate per $100 of Captured Appraised Value of real property in the ZONE that equals 100% of the CITY's M&O Tax Rate as levied, collected, and allocated to the general fund (i.e., excluding only the portion of the CITY's property tax rate that is apportioned for payment of outstanding general obligation bonded indebtedness commonly referred to as the "interest and sinking fund rate"); and (2) as to COUNTY, an amount calculated as a millage rate per $100 of Captured Appraised Value of real property in the ZONE that equals 100% of the COUNTY's M&O Tax Rate as levied, collected and allocated to the general fund (i.e., excluding only the portion of the COUNTY's property tax rate that is apportioned for payment of outstanding general obligation bonded indebtedness commonly referred to as the "interest and sinking fund rate.") To avoid doubt, for both the CITY and the COUNTY, the Available Tax Increment and the Additional Available Tax Increment together amount to the Aggregate Available Tax Increment.

7. "Agreement" means this Amended and Restated Interlocal Agreement.

8. **"**Available Tax Increment" shall mean (1) as to CITY, an amount calculated as a millage rate per $100 of Captured Appraised Value of real property in the ZONE that equals 70% for the years 2015 through 2025, and 80% for the years 2026 through the remaining Term of the ZONE, of the CITY's M&O Tax Rate as levied, collected, and allocated to the general fund (i.e., excluding only the portion of the CITY's property tax rate that is apportioned for payment of outstanding general obligation bonded indebtedness commonly referred to as the "interest and sinking fund rate"); and (2) as to COUNTY, an amount calculated as a millage rate per $100 of Captured Appraised Value of real property in the ZONE that equals 67% for the years 2015 through 2025, and 77% for the years 2026 through the remaining Term of the ZONE, of the COUNTY's M&O Tax Rate as levied, collected and allocated to the general fund (i.e., excluding only the portion of the COUNTY's property tax rate that is apportioned for payment of outstanding general obligation bonded indebtedness commonly referred to as the "interest and sinking fund rate.")

9. "Base Year" means the year in which a Tax Increment Reinvestment Zone is created by ordinance or order. The Base Year is 2014.

10. "Captured Appraised Value" means the captured appraised value of the ZONE, as defined by Section 311.012(b), Texas Tax Code (and as said Code may be amended from time to time); e.g., the total appraised value in a given year of all real property taxable by a participating taxing entity and located in the ZONE for that year less the total appraised value of that property in 2014, the Base Year of the ZONE.

11. "CITY" has the meaning set forth in Section I.A.1 above.

12. "CITY's Additional Pledge" has the meaning set forth in Section V.A.2. below.

13. "CITY's Approved Pre-TIRZ Administrative Costs" shall mean the CITY's out-of-pocket Administrative Costs incurred prior to December 22, 2014, in the amount of $70,000.00.

14. "CITY M&O Tax Rate" means that portion of the ad valorem tax rate used by the CITY for Maintenance and Operation. The CITY M&O Tax Rate may change from time to time. The CITY M&O Tax Rate as of December 31, 2014 is $0.4313 per $100 dollars of valuation on the Captured Appraised Value and may be changed by the CITY during the Term of the ZONE.

15. "COUNTY" has the meaning set forth in Section I.A.1 above.

16. "COUNTY's Additional Pledge" has the meaning set forth in Section IV.A.3. below.

17. "COUNTY Applicable M&O Tax Rate" for any given year means the lesser of (i) the Base Year M&O Tax Rate and (ii) the County M&O Tax Rate for the given year. The Base Year M&O Tax Rate was $0.5308 per $100 dollars of valuation.

18. "COUNTY M&O Tax Rate" means that portion of the ad valorem tax rate used by the COUNTY for maintenance and operation. The COUNTY M&O Tax Rate is subject to change by the COUNTY in accordance with applicable law.

19. "DEVELOPER" has the meaning set forth in Section I.A.1 above.

20. "Development Agreement" means the agreement among the DEVELOPER, the ZONE and the CITY attached hereto as Exhibit C.

21. "Educational Facilities Lease" has the meaning set forth in Section V.D.1. below.

22. "Educational Facilities Project Interlocal Funding Agreement" has the meaning set forth in Section V.C.1. below.

23. "First Amendment" means that certain First Amendment to Interlocal Agreement among the Parties executed September 15, 2015, which amended the Original Agreement.

24. "Letter of Intent" means that certain letter of intent between The Texas A&M University System, Texas A&M University, the COUNTY and the CITY dated September 15, 2015, relating to the Texas A&M University campus to be developed as part of the Supplemental Project.

25. "LGC" has the meaning set forth in Section V.D1. below.

26. "LOC" has the meaning set forth in Section VI.A.3.(e). below.

27. "Original Agreement" means that certain Interlocal Agreement executed between the CITY, the COUNTY, the ZONE, and the DEVELOPER, on the 17th day of March, 2015,

28. "Original Project and Finance Plan" shall mean the final project and finance plan for the ZONE approved by the Board of Directors of the ZONES and the City Commission of the CITY for the original Project and attached hereto as Exhibit "A".

29. "Participating Taxing Entity" means the CITY and COUNTY.

30. "Parties" has the meaning set forth in Section I.A.1 above.

31. "PID" has the meaning set forth in Section I.A.1. above.

32. "PID Assessment" has the meaning set forth in Section VI.A.3.(a) below.

33. "Pledged PID Revenues" has the meaning set forth in Section VI.A.3.(a) below.

34. "Pre-TIRZ Administrative Costs" shall have the meaning given in the Original Project and Finance Plan.

35. "Project" means the Tres Lagos Development Project, as that project is more specifically identified in the Original Project and Finance Plan.

36. "Project Costs" mean the costs of the Public Infrastructure Improvements, eligible for reimbursement under Chapter 311 of the Texas Tax Code, as described in the Original Project and Finance Plan. The Project Costs in the aggregate for the life of ZONE are estimated to be Two Hundred Thirty-Two Million Three Hundred Ninety-Six Thousand Three Hundred Fifteen and No/100 Dollars ($232,396,315.00), plus an estimated Twenty Six Million One Hundred Forty-Four Thousand Five Hundred Eighty-Five and No/100 Dollars ($26,144,585.00) in applicable qualifying interest costs for a total of Two Hundred Fifty-Eight Million Five Hundred Forty Thousand Nine Hundred One and No/100 Dollars ($258,540,901.00) as more completely set forth in Exhibit "A".

37. "Proposed Supplemental Educational Facilities Project Financing Structure" has the meaning set forth in Section V.D.1. below.

38. "Public Infrastructure Improvements" mean those certain public improvements to be constructed as part of the Project and described in the Original Project and Finance Plan as being public improvements the cost of which will be reimbursed out of either: (i) the Available Tax Increment or (ii) Tax Increment Bonds which will be repaid out of the Available Tax Increment.

39. "Separate Additional Funds" has the meaning set forth in Section V.F.1 below.

40. "Soft Project Costs" mean those costs identified as "Soft Project Costs" in the Original Project and Finance Plan, Exhibit 5, Sources and Uses Table, that are related to the Supplemental Project.

41. "Supplemental Debt Service Shortfall" has the meaning set forth in Section IV.A.3. below.

42. "Supplemental Educational Facilities Contract Revenue Bonds" mean the contract revenue bonds, as further described in Section V.D.1. hereof, issued by the CITY or the LGC on behalf of the CITY, in the face amount of +/- $10,000,000.00 to finance the construction of the Supplemental Educational Facilities Project.

43. "Supplemental Educational Facilities Project" means the construction of a building and related site work to serve as the initial buildings for the new Texas A&M University campus to be located on a +/- 100 acre tract within the Project, with a CITY contribution of approximately $10,000,000.00, toward the more than approximately $50,000,000.00 of buildings to be constructed in phase one of the campus.

44. "Supplemental Educational Facilities Project Costs" means the costs of Supplemental Project improvements that are eligible for reimbursement under Chapter 311 of the Texas Tax Code, as described in the Supplemental Project and Finance Plan, and which shall not exceed $10,000,000.00.

45. "Supplemental Master Infrastructure Taxable Certificates of Obligation" means the certificates of obligation, as further described in Section V.D.2. hereof, issued by the CITY to raise the amount of +/- $24,500,000.00 to finance the Supplemental Master Infrastructure Project.

46. "Supplemental Master Infrastructure Project" means the construction of the infrastructure for the tract whereupon the Supplemental Educational Facilities Project will be located and included in the Original Project and Finance Plan to be completed in Phase I of the Project.

47. "Supplemental Project" means the Supplemental Educational Facilities Project and the Supplemental Master Infrastructure Project.

48. "Supplemental Project and Finance Plan" means the Supplemental Project and Finance Plan approved by the ZONE BOARD on November 18, 2015, and by the Commission of the CITY on December 14, 2015, a copy of which is attached hereto as Exhibit "D".

49. "Supplemental Project Obligations" means the Supplemental Educational Facilities Contract Revenue Bonds and the Supplemental Master Infrastructure Taxable Certificates of Obligation.

50. "Tax Increment" for a Participating Taxing Entity means the total amount of ad valorem taxes levied and collected each year by that Participating Taxing Entity each year on the Captured Appraised Value of taxable real property in the ZONE. Further, with respect to the COUNTY, this term shall be further limited to the total amount of ad valorem taxes levied and collected only on behalf of the COUNTY each year.

51. "Tax Increment Base" means the total appraised value of all real property taxable by a Participating Taxing Entity and located in the ZONE as of January 1, 2014 the year in which the ZONE was designated.

52. "Tax Increment Fund" means the tax increment fund created by the CITY for the deposit of Available Tax Increments for the ZONE, entitled "Reinvestment Zone Number One City of McAllen, Texas Tax Increment Fund," which fund must be segregated and kept apart from any other funds of the CITY and may only be used to pay for expenses and costs approved by the Board of Directors for the ZONE.

53. "Tax Increment Payment" means the Available Tax Increment that a Participating Taxing Entity is required to deposit annually into the Tax Increment Fund in accordance with this Agreement and the Project Plan.

54. "Term of the ZONE" has the meaning set forth in Section III. A., below.

55. "Transportation Zone" means Transportation Reinvestment Zone Number Two, Hidalgo County.

56. "ZONE" has the meaning set forth in Section I.A.1. above.

57. "ZONE BOARD" has the meaning set forth in Section I.A.1 above.

III. BACKGROUND

A. A Resolution No. 2014-51 approved by the CITY Commission of CITY on October 27, 2014, expressed the CITY's intent to create a tax increment financing reinvestment zone and to participate in the ZONE at a level of 80% of the CITY M&O Tax Rate to support revitalization and development activities for the ZONE, commonly known as the Tres Lagos TIRZ, pursuant to Chapter 311, Texas Tax Code. On November 18, 2014, the COUNTY, by resolution, expressed its intent to participate in the ZONE at a level of 77% of the COUNTY M&O Tax Rate. On December 22, 2014, the City Commission of the CITY passed and approved Ordinance No. 2014-75, which created the ZONE over the property contained in the ZONE, a legal description of which is contained in Exhibit "A" to the Development Agreement, and by which the CITY agreed to be bound to an interlocal agreement by and among the CITY, the COUNTY, the ZONE, and the DEVELOPER, pursuant to Section 311.013 of the Texas Tax Code. The ZONE is projected to terminate on December 31, 2044, unless earlier termination occurs under this Agreement (the "Term of the ZONE").

B. The CITY approved the preliminary project and finance plan on December 22, 2014. The CITY and the COUNTY agree to participate in the ZONE and to deposit their respective Tax Increment Payments to the Tax Increment Fund, in accordance with the terms, and in consideration for the agreements, set forth herein. The Tax Increment Fund was authorized by Ordinance No. 2014-75, attached hereto as Exhibit "B." The COUNTY hereby acknowledges receipt of notice of the initial creation of the ZONE. The CITY represents and warrants that it has found that it has complied with, and has complied with all legal requirements and notice requirements in the creation of the ZONE.

C. On March 17, 2015, the CITY, the COUNTY, the ZONE, and the DEVELOPER approved and executed the Original Agreement, which was amended on September 15, 2015 by the approval and execution by the Parties of the First Amendment. The Parties have agreed to enter into this Agreement, which will further amend, and fully restate, the Original Agreement as previously amended by the First Amendment, in order to implement and fund the Original Project and Finance Plan and the Supplemental Project and Finance Plan for the ZONE. As further described and subject to the terms of this Agreement, the CITY will contribute 70% and the COUNTY will contribute 67% of their respective Aggregate Available Tax Increment during the years 2015 through 2025, and thereafter through the remaining Term of the ZONE the CITY will contribute 80% and the COUNTY will contribute 77% of their respective Aggregate Available Tax Increment.

D. The ZONE BOARD and the CITY have approved the Supplemental Project and Finance Plan to add the Supplemental Project, and fund the construction of the Supplemental Educational Facilities Project, through: (a) the CITY pledging an additional 30% of its Aggregate Available Tax Increment in the years 2015 through 2025 and thereafter through the remaining Term of the ZONE by pledging an additional 20% of its Aggregate Available Tax Increment; and (b) the COUNTY contributing an additional 33% of its Aggregate Available Tax Increment in the years 2015 through 2025 and thereafter through the remaining Term of the ZONE by contributing an additional 23% of its Aggregate Available Tax Increment, all subject to the terms described in Sections IV and V of this Agreement.

E. This Agreement is being executed by the Parties to facilitate the funding and construction of the Project pursuant to the Original Project and Finance Plan and the Supplemental Project pursuant to the Supplemental Project and Finance Plan and the expedited construction of the Phase l improvements pursuant to the Original Finance and Project Plan to facilitate the Supplemental Project.

IV. RIGHTS AND OBLIGATIONS OF THE COUNTY

A. Tax Increment Participation by the COUNTY

1. Subject to the limitations set out in this Agreement, the COUNTY agrees to participate in the ZONE by contributing to the Tax Increment Fund an amount equal to (a) 67% of the revenue generated from the COUNTY M&O Tax Rate as assessed and collected on the Captured Appraised Value for each respective tax year in the years 2015 through 2025, and (b) 77% of the revenue generated from the COUNTY M&O Tax Rate as assessed and collected on the Captured Appraised Value for each respective tax year beginning in the year 2026 through the remaining Term of the ZONE. For the purpose of this Agreement the COUNTY M&O Tax Rate shall be calculated as set forth in Section IV.B of this Agreement. In no event shall the COUNTY contribution to the Tax Increment Fund pursuant to this Section IV.A.1 be greater than One Hundred Forty-Three Million Three Hundred Eighteen Thousand Four Hundred Eighty-Four and No/100 Dollars ($143,318,484.00) over the life of the ZONE (which for purposes of this provision will be deemed to end no later than December 31, 2044) beginning with the 2015 tax year.

2. The Parties hereto agree that the COUNTY's contribution to the Tax Increment Fund pursuant to Section IV.A.1 above shall be used to fund Project Costs including construction of Public Infrastructure Improvements to support the development and revitalization efforts in the ZONE. The COUNTY's contributions to the Tax Increment Fund pursuant to Section IV.A.1 above shall end when it has contributed the maximum total contribution provided for herein of One Hundred Forty-Three Million Three Hundred Eighteen Thousand Four Hundred Eighty-Four and No/100 Dollars ($143,318,484.00), or when it has made contributions of all Tax Increment Payments, as specified in the Project Plan, attributable to all periods through the end of the COUNTY's fiscal year 2044 (ending on December 31, 2044), whichever occurs first. The COUNTY's continued contribution to the Tax Increment Fund pursuant to Section IV.A.1 above is conditioned upon the DEVELOPER's continuing the Project and being in full compliance with the Development Agreement and on the continued existence of the ZONE. In the event the DEVELOPER has been found to be in Default, as said term is defined in Section 7.1 of the Development Agreement (hereinafter "Default"), the COUNTY may withhold its contributions without incurring penalty or interest until such time as the non-compliance has been remedied.

3. In addition to the agreement by the COUNTY pursuant to Section IV.A.1. above to participate in the ZONE at a rate of 67% in the years 2015 through 2025 and 77% in the years 2026 through the remaining Term of the ZONE, the COUNTY agrees to participate in the ZONE by contributing to the Tax Increment Fund an additional amount equal to 33% in the years 2015 through 2025 and 23% in the years 2026 through the remaining Term of the ZONE of the revenue generated from the COUNTY M&O Tax Rate as assessed and collected on the Captured Appraised Value with the ZONE, with said additional contribution being subject to the limitations contained herein (the "COUNTY's Additional Pledge"). The COUNTY's Additional Pledge will only be contributed by the COUNTY to the Tax Increment Fund, subject to Section IVA.4, if for any year the CITY's Additional Pledge for such tax year is not sufficient to pay the debt service on the Supplemental Educational Facilities Contract Revenue Bonds during such year (the "Supplemental Debt Service Shortfall") and/or there are any amounts outstanding necessary for the ZONE to reimburse the 4B CORPORATION for any 4B CORPORATION Payments that have been made by the 4B CORPORATION and not previously reimbursed. In no event shall the COUNTY's Additional Pledge to the Tax Increment Fund and to reimburse the 4B CORPORATION for any 4B CORPORATION Payments exceed an aggregate total of Six Million Eight Hundred Thousand and No/100 Dollars ($6,800,000.00).

a. In the event the Supplemental Debt Service Shortfall for any tax year exceeds the amount of the COUNTY's Additional Pledge for such year, the COUNTY shall contribute the full amount of the COUNTY's Additional Pledge for that respective tax year to the Tax Increment Fund and the 4B CORPORATION shall be obligated (as contemplated and described in Section V.D.1. below) to contribute its available sales tax revenues to the Tax Increment Fund in an amount sufficient to cover the remaining Supplemental Debt Service Shortfall for that respective tax year. Funds contributed by the 4B CORPORATION to cover the remaining Supplemental Debt Service Shortfall for any tax year (after accounting for the full amount of the COUNTY's Additional Pledge for such year) as contemplated and described in Section V.D.1. below are herein referred to as the "4B CORPORATION Payments."

b. In the event the Supplemental Debt Service Shortfall for any tax year is less than the amount of the COUNTY's Additional Pledge for such tax year, the COUNTY shall contribute to the Tax Increment Fund, all or a portion of the COUNTY's Additional Pledge equal to: (i) the Supplemental Debt Service Shortfall for such tax year and/or (ii) an amount necessary for, and which shall be utilized by, the ZONE to reimburse the 4B CORPORATION for any 4B CORPORATION Payments that have been made by the 4B CORPORATION and not previously reimbursed.

c. To the extent that the COUNTY's Additional Pledge for any tax year is more than (i) any Supplemental Debt Service Shortfall for such tax year, and (ii) any amounts necessary for the ZONE to reimburse the 4B CORPORATION for any 4B CORPORATION Payments that have been made by the 4B CORPORATION and not previously reimbursed, such excess amount shall not be part of the COUNTY's Additional Pledge or contributed to the Tax Increment Fund, and shall instead be retained by the COUNTY and may be used by the COUNTY for any lawful purpose.

d. The COUNTY's contribution of the COUNTY's Additional Pledge to the Tax Increment Fund is conditioned upon the CITY issuing the Supplemental Educational Facilities Contract Revenue Bonds to fund the Supplemental Project as set forth in the Supplemental Project and Finance Plan attached hereto as Exhibit "D". In the event the CITY does not issue the Supplemental Educational Facilities Contract Revenue Bonds to fund the Supplemental Project as prescribed in the Supplemental Project and Finance Plan, the COUNTY shall have no obligation to contribute the COUNTY's Additional Pledge to the Tax Increment Fund under this Agreement. The Parties hereto agree that all funds contributed by the COUNTY to the Tax Increment Fund pursuant to the COUNTY's Additional Pledge shall only be used to fund debt service payments on the Supplemental Educational Facilities Contract Revenue Bonds to pay the Supplemental Debt Service Shortfall and to pay amounts necessary for the ZONE to reimburse the 4B CORPORATION for any 4B CORPORATION Payments not previously reimbursed. The COUNTY's obligation to contribute the COUNTY's Additional Pledge to the Tax Increment Fund shall end when the aggregate contribution made under the COUNTY's Additional Pledge reaches Six Million Eight Hundred Thousand and No/100 Dollars ($6,800,000.00).

4. The Administrative Costs that the COUNTY has the right to deduct pursuant to Section IV.B.1 of this Agreement shall be deducted from the Tax Increment Payment due pursuant to Section IV.A.1. above and not from the COUNTY's Additional Pledge. In accordance with Section IV.B.9.b. hereof, the Parties agree that, notwithstanding anything to the contrary contained herein, in the event any of the property within the Zone is also within the Transportation Zone, during any period with respect to which the COUNTY is obligated to pay part of the tax increment on such real property in the ZONE to the Transportation Zone, in lieu of the aggregate amounts otherwise specified herein, the COUNTY's aggregate contribution to the ZONE with respect to property that is within the overlap between the Transportation Zone and the ZONE shall not exceed fifty percent (50%) of the Applicable M&O Tax Rate.

5. The CITY, the COUNTY, and the ZONE agree and acknowledge that the COUNTY is agreeing to the COUNTY's Additional Pledge in reliance on the commitments made by the CITY, the DEVELOPER and the ZONE BOARD to: (a) in the case of the CITY, (i) timely contribute its Tax Increment Payments to the Tax Increment Fund as they become due in accordance with and subject to the terms of this Agreement and the CITY's Additional Pledge to the Tax Increment Fund as they become due in accordance with and subject to the terms of Section V.A.2. hereof; (ii) issue and pay the Supplemental Project Obligations in accordance with this Agreement, and (iii) fulfill its obligations with respect to this Agreement and the Supplemental Project Obligations; (b) in the case of the DEVELOPER, fulfill its obligations with respect to this Agreement and the Supplemental Project Obligations, and (c) on the commitment of the ZONE to comply with the Original Project and Finance Plan and the Supplemental Project and Finance Plan. Any failure to fulfill such commitments will be considered a breach of this Agreement and such breach shall be subject to the cure provisions contained in Section IV.B.6. of this Agreement.

B. Tax Increment Payment

1. The COUNTY's obligation to contribute its Tax Increment Payment to the Tax Increment Fund, as provided in Section IV.A. of this Agreement, shall accrue as the COUNTY collects its Aggregate Available Tax Increment. The Parties hereto agree that all ad valorem property taxes collected each year by the COUNTY that are attributable to real property in the ZONE shall first constitute taxes on the Tax Increment Base and after the total amount of taxes on the value of the Tax Increment Base have been collected, then the remaining ad valorem taxes collected shall constitute the taxes collected on the value of the Tax Increment. The Parties agree that COUNTY shall have the right to deduct 1/30 of the COUNTY's pro-rata portion of Administrative Costs per year (1/30 of $100,000.00, or $3,333.33 per year) prior to contribution of its Tax Increment Payment described in Section IV.A.1 above into the Tax Increment Fund. The COUNTY agrees to deposit its first Tax Increment Payment to the Tax Increment Fund for tax year 2015 by the later of: (i) collection reports having been provided to the Hidalgo County Auditor's Office; (ii) May 1, 2016; or (iii) 30 days after the full execution and delivery of this Agreement by all Parties. The amount of the first Tax Increment Payment shall be based on the Tax Increments that were received up to January 31, 2016, but only for tax year 2015, beginning January 1, 2015. For subsequent payments, the COUNTY agrees to contribute its yearly Tax Increment Payment to the Tax Increment Fund annually not later than the 90th day after the delinquency date for the COUNTY's property taxes (or the first business day thereafter) following the end of each tax year. The amount of each Tax Increment Payment shall be based on the Tax Increments that are received up to January 31st following the end of the tax year, but which have not been previously deposited in the Tax Increment Fund, during the annual periods preceding each deposit date. Under no circumstances shall the COUNTY be required to participate in the ZONE with taxes attributable to periods after 2044.

The chart below is for illustrative purposes only and is an example of how the payment calculation is calculated by the COUNTY. Assuming for the purpose of this example, the tax value of the zone is $100,000.00, the base value is $10,000.00, the Administrative Costs are $10.00 per year and the overall COUNTY tax rate is $.0059.

Tax Increment Reinvestment Zone (TIRZ Payment Calculation)	**EXAMPLE**
TIRZ Real Property Certified Taxable Value as of January 31 (Provided by Hidalgo County Appraisal District (HCAD))	$100,000.00
(multiplied by) Hidalgo County Current (GHD) Tax Rate (.59/100)	$0.0059
GHD Actual Tax Level for all real property tax accounts located within the TIRZ	**$590.00**
TIRZ Real Property Certified Taxable Value as of January 31 (Provided by Hidalgo County Appraisal District (HCAD))	$100,000.00
(less) Tax Increment Base	$10,000.00
	$90,000.00
Captured Appraised Value	$90,000.00
(multiplied by) Contribution Rate (County Applicable M&O Tax Rate) (.51/100)	0.0051
Tax Levy Due to TIRZ	**$459.00**
Tax Increment (for February 1 through January 31) as per Collections Reports provided by Hidalgo County Tax Office	$300.00
(divided) GHD Actual Tax Levy for all Real Property tax accounts located within the TIRZ	$590.00
Percent Collected of Actual Levy	**50.85%**
Tax Levy Due to TIRZ	$459.00
(multiplied by) Percent Collected of Actual Levy	50.85%
Purposed Payment Amount	$233.40
(less) Administration Costs (as per Agreement)	$10.00
TAX INCREMENT PAYMENT AMOUNT DUE TO TAX INCREMENT FUND	**$223.40**

2. One month prior to a payment required under Section IV.B. of this Agreement, the CITY shall provide to the COUNTY the TIRZ annual audit report, an updated fact sheet that includes detail as to

what portion of the Project has been completed to date, a schedule of what portion of the Project is to be completed in the following year and a current roster of the ZONE's board members, including the term of each board member, the entity that appointed the board member, the date for the next annual meeting and a formal request for payment. In preparing this report, COUNTY acknowledges that CITY will be relying on information provided by the DEVELOPER. In addition to and as part of the CITY's fact sheet, the CITY shall supply the COUNTY with all information as required under Section 311.016 of the Texas Tax Code on or before the 90th day following the end of the fiscal year of the CITY. Such reports and documentation also shall include sufficient information on the Supplemental Debt Service Shortfall, the CITY's Additional Pledge, the 4B CORPORATION Payment, and the debt service obligation to allow the COUNTY and the Hidalgo County Auditor to confirm the calculation of the amount due, if any, on the COUNTY's Additional Pledge.

3. Pursuant to Chapter 311 of the Texas Tax Code, in the event there is a conflict between the Parties in regards to the amount of the Tax Increment owed by the COUNTY, the Hidalgo County Auditor will make the final determination as to the amount of any Tax Increment owed by the COUNTY under this Agreement. The annual Captured Appraised Value for the real property contained within the ZONE shall be determined by the Hidalgo County Appraisal District on the assessed appraised values and the Hidalgo County Tax Offices' verification of collections in regards to the real property contained with the ZONE.

4. Any delinquent deposit by the COUNTY of a Tax Increment Payment under this Agreement shall be administered as provided in Section 311.013(c) of the Texas Tax Code, which states as follows:

> "A taxing unit shall make a payment required by the Subsection (b) [Tax Increment Payment], not later than the 90th day after the delinquency date for the unit's property taxes. A delinquent payment incurs a penalty of five percent of the amount delinquent and accrues interest at an annual rate of ten percent."

The Parties expressly agree that the COUNTY shall not owe any penalty or interest on Tax Increments attributable to taxes that have been levied, but not received by the COUNTY. Further, the COUNTY shall not be liable for the payment of any penalties or interest if the report required to be filed by the CITY under Section 311.016 of the Texas Tax Code is not filed timely; or if the fact sheet, the TIRZ's annual audit report, and/or payment request are not provided to the County timely, or under any other situation in which the CITY does not pay interest or penalties.

5. The CITY and the ZONE agree to provide prior written notice to the COUNTY of a proposed change that would constitute at least a twenty-five percent (25%) increase or decrease in either the Project Costs or the scope and scale of the Project (hereinafter a "Material Change"); provided that any Material Change that is not approved by the COUNTY shall not change the amount of Tax Increment Payments due from the COUNTY. The ZONE BOARD shall have the right to amend and modify the Original Project and Finance Plan or the Supplemental Project and Finance Plan without providing prior written notice to the COUNTY so long as such amendment or modification does not constitute a Material Change.

6. If the CITY, the DEVELOPER or the Board of Directors for the ZONE materially breaches this Agreement, then the COUNTY may provide written notice to the CITY, the DEVELOPER and the ZONE (with a copy to any other Participating Taxing Entity still contributing Tax Increment Payments) demanding that all breaches must be resolved within ninety (90) days.

7. Except for contributing its respective Tax Increment Payments to the Tax Increment Fund as set out in this Agreement, the COUNTY shall not have any obligation or responsibility for any costs or

expenses associated with the development of the ZONE or the implementation of the Original Project and Finance Plan or the Supplemental Project and Finance Plan, including, without limitation, any obligation to pay or repay any bond or other debt issued by another Participating Taxing Entity, the ZONE or the ZONE BOARD relating to the ZONE or any costs associated with the operation of ZONE, the Project or any other projects relating thereto. This provision shall not affect the obligation of the COUNTY under any separate document or agreement related to the Project or its infrastructure (i.e. agreements relating to design and construction of drainage channels or improvements) to which the COUNTY is a signatory.

8. Notwithstanding anything herein to the contrary, the COUNTY's total Tax Increment Payment to the Tax Increment Fund over the Term of the ZONE shall not exceed:

a. One Hundred Forty-Three Million Three Hundred Eighteen Thousand Four Hundred Eighty-Four and No/100 Dollars ($143,318,484.00), pursuant to Section IV.A.1, and

b. Six Million Eight Hundred Thousand and No/100 Dollars ($6,800,000.00). pursuant the COUNTY's Additional Pledge;

plus any applicable penalty and/or interest allowed in Section 311.013 of the Tax Code, subject to the limitations on Section IV.B.4. hereof.

9. a. *General Provisions*. Subject to changes in the COUNTY M&O Tax Rate that will be addressed as set forth in Section IV.B.9.b. and IV.B.9.c. below and to the other provisions of this Agreement, the COUNTY agrees to participate at the applicable percentages of the COUNTY M&O Tax Rate set forth in Section IV.B.1 (67% or 77% depending on the year) and, if applicable, Section IV.B.3 (an additional 33% or 23% depending on the year and the other terms in Section IV.B.3. above, but never exceeding an aggregate of 100% of the COUNTY M&O Tax Rate) for real property within the Zone, without regard to whether the real property is also within the Transportation Zone. (For example, for tax year 2015, sixty-seven percent (67%) equaling $.355636 per $100 valuation on the Captured Appraised Value, assuming no additional pledge.)

b. *Transportation Zone Overlap*. Notwithstanding anything to the contrary contained herein, in the event any of the property within the Zone is also within the Transportation Zone, during any period with respect to which the COUNTY is obligated to pay part of the tax increment on such real property in the ZONE to the Transportation Zone, in lieu of the percentages of Applicable M&O Tax Rate specified above, the COUNTY contribution to the ZONE with respect to real property that is within the overlap between the Transportation Zone and the ZONE shall not exceed an aggregate of fifty percent (50%) of the Applicable M&O Tax Rate.

c. *Lower COUNTY M&O Tax Rate*. If the COUNTY M&O Tax Rate is less than $0.5308 per $100 valuation on the Captured Appraised Value during a year in the Term of the ZONE, then the maximum tax increment paid by the COUNTY into the Tax Increment Fund for such year shall not exceed sixty-seven percent (67%) or seventy-seven percent (77%), plus, if applicable, the Additional Pledge of up to thirty-three percent (33%) or twenty-three percent (23%), or, with respect to property within an overlap with the Transportation Zone, fifty percent (50%) of the total amount of taxes collected by the COUNTY at the actual COUNTY M&O with respect to such year the COUNTY M&O Tax Rate is less than $0.5308 per $100 valuation.

d. *Greater COUNTY M&O Tax Rate*. If the COUNTY M&O Tax Rate is greater than $0.5308 per $100 valuation on the Captured Appraised Value during the Term of the ZONE, the COUNTY shall retain all taxes collected in excess of $0.5308 with respect to any real property within the ZONE per $100 valuation on the Captured Appraised Value, and to the extent any such excess has been contributed into the Tax Increment Fund, such excess shall be promptly refunded to the COUNTY.

10. COUNTY taxes that are delinquent for more than five years will be considered un-collectible and shall not be included in the Tax Increment Payment.

11. All rollback taxes received from assessments on real property within the ZONE shall be considered Tax Increment and shall be deposited into the Tax Increment Fund, however any penalties and interest received shall not be considered Tax Increment.

C. School District Provisions

The COUNTY understands that the Project is located in the Edinburg Consolidated Independent School District. The City and the Zone represent to the COUNTY that the Edinburg Consolidated Independent School District is not participating in the ZONE by contribution of Tax Increment but may request cooperation in the future with the ZONE BOARD relating to the planning, construction or financing of schools within the ZONE, subject to appropriate approvals.

D. Management of the ZONE

1. The ZONE shall in all respects be managed by the ZONE BOARD, including the Director appointed by the CITY. The ZONE BOARD shall have all powers allowed under Chapter 311 of the Texas Tax Code to manage the ZONE and carry out the Project and Financing Plan as limited by the CITY's ordinance creating the ZONE. The Participating Taxing Entities, during the Term of this Agreement, may inspect the Project site and review Project plans and drawings at times and intervals in a manner that will not interfere with ongoing operations.

2. The ZONE BOARD shall be composed of nine (9) members, as allowed under Section 311.009(b) of the Texas Tax Code. The COUNTY shall have the right to designate one member of the ZONE BOARD as its designee. If it is necessary for the CITY to make or confirm the appointment, the CITY shall appoint or confirm the COUNTY's designee.

E. Expansion of the ZONE

Notwithstanding anything to the contrary contained herein, the obligation of the COUNTY to participate in the ZONE is limited to the legal description of the ZONE contained in Exhibit "B" attached hereto and is subject to the terms of this Agreement. The COUNTY's participation shall not extend to the Tax Increment on any additional real property added to the ZONE by the CITY unless the COUNTY approves such participation in writing.

V. RIGHTS AND OBLIGATIONS OF CITY AND ZONE

A. Tax Increment Participation by the CITY

1. Subject to the terms of this Agreement and the Development Agreement, the CITY agrees to participate in the ZONE by contributing to the Tax Increment Fund (i) seventy percent (70%) of the revenue generated from the CITY M&O Tax Rate as levied and collected on the Captured Appraised Value each respective tax year during the years 2015 through 2025, and (ii) eighty percent (80%) of the revenue generated from the CITY M&O Tax Rate as levied and collected on the Captured Appraised Value each respective tax year beginning in 2026 through the remaining Term of the Zone. The CITY agrees to require the DEVELOPER and ZONE to implement the Original Project and Finance Plan. The CITY's contributions to the Tax Increment Fund pursuant to this Section V.A.1 shall end when the CITY has contributed the maximum total contribution provided for herein of One Hundred Twenty Million Nine Hundred Ninety Thousand One Hundred Forty-Nine and No/100 Dollars ($120,990,149.00), or

when it has contributed all Tax Increments attributable to periods before the ZONE termination date in 2044, whichever occurs first. The CITY's continued contribution to the Tax Increment Fund is conditioned upon the DEVELOPER not being in Default, and on the continued existence of the ZONE. In the event DEVELOPER is found to be in Default under the terms of the Development Agreement, the CITY may withhold its contribution without incurring penalty or interest until such time as the Default has been remedied. As a condition of the COUNTY's participation in this Agreement, the Finance and Project Plan must be followed and implemented pursuant to the Development Agreement.

The CITY and ZONE shall have an obligation to assure that the DEVELOPER follows and implements the Original Project and Finance Plan as provided in the Development Agreement. In the event the CITY and/or ZONE fails to appropriately require the Developer to comply with the Development Agreement or otherwise fails to appropriately implement the Original Project and Finance Plan, such failure will be considered a breach of this Agreement and subject to the cure provisions contained in Section IV.B.6. of this Agreement.

2. In addition to the agreement by CITY pursuant to Section V.A.1. above to participate in the Zone at a rate of 70% in the years 2015 through 2025 and 80% in the years 2026 through the remainder of the Term of the ZONE under the terms of this Agreement and the Development Agreement, the CITY agrees to participate in the Supplemental Project and Finance Plan for the ZONE by contributing to the Tax Increment Fund an additional amount equal to (i) thirty percent (30%) of the revenue generated from the CITY M&O Tax Rate as levied and collected on the Captured Appraised Value each year in the 2015 through 2025 tax years, and (ii) twenty percent (20%) of the revenue generated from the CITY M&O Tax Rate as levied and collected on the Captured Appraised Value each year beginning in 2026 through the remaining Term of the ZONE (the "CITY's Additional Pledge"). The CITY agrees to, and agrees to require the ZONE BOARD to, implement the Supplemental Project and Finance Plan. The CITY's contributions to the Tax Increment Fund of the CITY's Additional Pledge shall end upon the earlier of: (a) the CITY making all required principal and interest payments on the Supplemental Educational Facilities Contract Revenue Bonds using the CITY's Additional Pledge and the COUNTY's Additional Pledge (if required due to a Supplemental Debt Service Shortfall) until such bonds are paid in full; or (b) the ZONE termination date in 2044, whichever occurs first. As a condition of the COUNTY's participation through the COUNTY's Additional Pledge under this Amendment, the Supplemental Finance and Project Plan must be followed and implemented by the City and the ZONE BOARD.

The CITY shall have an obligation to assure that the ZONE BOARD follows and implements the Supplemental Project and Finance Plan. In the event the CITY and/or ZONE fails to appropriately implement the Supplemental Project and Finance Plan, such failure will be considered a breach of this Agreement and such breach shall be subject to the cure provisions contained in Section IV.B.6. of this Agreement.

B. Tax Increment Payment

1. The CITY's obligation to contribute its Tax Increment Payment to the Tax Increment Fund as provided above in Section V.A.1. and V.A.2. of this Agreement shall accrue as the CITY collects its Tax Increment. The CITY agrees to deposit its first Tax Increment Payment to the Tax Increment Fund for tax year 2015 by May 1, 2016. The amount of the first Tax Increment Payment shall be based on the Tax Increments that were received through January 31, 2016, but only for the tax year 2015 beginning January 1, 2015. For subsequent Tax Increment Payments, the CITY agrees to contribute its Tax Increment Payment to the Tax Increment Fund annually on or before May 1, 2016 (or the first business day thereafter) of each tax year. Any delinquent deposit of a Tax Increment Payment by the CITY under this Agreement shall be administered as provided in Section 311.013(c) of the Texas Tax Code (or its successor provision).

2. The COUNTY, the CITY and the ZONE expressly agree that the COUNTY and the CITY shall not owe any interest on Tax Increments that have been levied, but not received by the COUNTY or the CITY by the delinquency dates specified herein.

C. Financing of Project Costs

Each Participating Taxing Entity shall participate in the payment of Project Costs only to the extent described herein. The CITY and the ZONE shall be entitled to enter into any other agreements for the CITY or the ZONE to pay Project Costs and other reasonable expenses from the Available Tax Increments paid into the Tax Increment Fund without the consent of any other Participating Taxing Entity, but they will provide notice of such agreement(s) to each Participating Taxing Entity.

D. Financing of Supplemental Project

1. Supplemental Educational Facilities Contract Revenue Bonds. The CITY shall create a "local government corporation" (the "LGC") pursuant to Subchapter D of Chapter 431 of the Transportation Code to issue one or more series of contract revenue bonds, a tax-exempt series and, if necessary, a taxable series (collectively, the "Supplemental Educational Facilities Contract Revenue Bonds") to finance the construction of the Supplemental Educational Facilities Project pursuant to Section 1509.003 of the Texas Government Code, as amended.

Pursuant to this proposed financing structure (the "Proposed Supplemental Educational Facilities Project Financing Structure"), the CITY, the LGC, the ZONE and the Development Corporation of McAllen, Inc. (the "4B CORPORATION"), a nonprofit economic development corporation originally created pursuant Section 4B of Article 5190.6, Texas Revised Civil Statutes (now codified primarily in Chapters 501 and 505 of the Local Government Code and known as the Development Corporation Act), would enter into an inter-local agreement (the "Educational Facilities Project Interlocal Funding Agreement") whereby the 4B CORPORATION and the ZONE, from the respective sources set forth herein, would obligate themselves to pay the LGC an amount sufficient to pay debt service on the Supplemental Educational Facilities Contract Revenue Bonds.

The 4B CORPORATION's payment obligation pursuant to the Educational Facilities Project Interlocal Funding Agreement would be subordinate only to the obligation of the 4B CORPORATION to make debt service payments on its outstanding Sales Tax Revenue Bonds, Series 1998. The ZONE's payment obligation pursuant to the Educational Facilities Project Interlocal Funding Agreement would be limited to the availability of Additional Payments, as defined in Section V.F.1. hereof. Pursuant to the Educational Facilities Project Interlocal Funding Agreement, the 4B CORPORATION's source of pledge (its sales tax) would only be utilized to pay debt service on the Supplemental Educational Facilities Contract Revenue Bonds in the event that the Additional Payments would be insufficient to pay such debt service on the Supplemental Educational Facilities Contract Revenue Bonds. The Parties to this Agreement acknowledge that the 4B CORPORATION's pledge of its sales tax and the LGC's issuance of a series of the Supplemental Educational Facilities Contract Revenue Bonds as tax-exempt bonds shall significantly reduce the interest rate paid on the Supplemental Educational Facilities Contract Revenue Bonds.

Pursuant to the Educational Facilities Project Interlocal Funding Agreement, the CITY and the LGC would be required to construct the Supplemental Educational Facilities Project. The CITY and the LGC would also be required to enter into a lease (the "Educational Facilities Lease") with Texas A&M University for such Supplemental Educational Facilities Project. The Educational Facilities Lease would be for a term lasting as long as the Supplemental Educational Facilities Contract Revenue Bonds are outstanding and the lease would require only a nominal lease payment. At such time the Supplemental

Educational Facilities Contract Revenue Bonds would be paid in full, the City, pursuant to Section 272.001(j) of the Texas Local Government Code, would donate the Supplemental Educational Facilities Project to Texas A&M University.

The City and the LGC would enter into the Educational Facilities Lease pursuant to Section 1509.001 of the Texas Government Code, as amended, to develop and diversify the economy of this state and eliminate unemployment or underemployment in this state under the authority granted by Section 52-a, Article III, Texas Constitution. The Educational Facilities Lease would necessarily terminate by its own terms should the Supplemental Educational Facilities Project cease to be operated as an institution of higher education during the time that the Supplemental Educational Facilities Contract Revenue Bonds are outstanding.

The Proposed Supplemental Educational Facilities Project Financing Structure described above and the issuance of the Supplemental Educational Facilities Contract Revenue Bonds by the LGC are contingent on their approval by the Public Finance Division of the Texas Attorney General.

2. Supplemental Master Infrastructure Taxable Certificates of Obligation. The CITY shall issue Certificates of Obligation (the "Supplemental Master Infrastructure Taxable Certificates of Obligation") pursuant to Subchapter C of Chapter 271, Texas Local Government Code (the Certificate of Obligation Act of 1971) to finance the Supplemental Master Infrastructure Project. The Certificates of Obligation shall be secured by a continuing ad valorem tax levied on all taxable property within the CITY, within the limits prescribed by law, and a pledge of the Pledged PID Revenues, as further defined below in Section VI.A.3.

Notwithstanding the CITY's pledge of city-wide ad valorem taxes to the payment of the Supplemental Master Infrastructure Taxable Certificates of Obligation, city-wide ad valorem taxes shall only be utilized to pay debt service on the Supplemental Master Infrastructure Taxable Certificates of Obligation in the event that the Available Tax Increment contributed by the CITY and COUNTY under the Original Project and Finance Plan and this Agreement are insufficient, and then only in the event the Pledged PID Revenues are insufficient to pay the debt service on the Supplemental Master Infrastructure Taxable Certificates of Obligation. As further described in Section VI.A.3., the Available Tax Increment contributed by the CITY and COUNTY under the Original Project and Finance Plan and this Agreement are intended as the primary source of payment of the principal and interest on the Supplemental Master Infrastructure Taxable Certificates of Obligation, and the Pledged PID Revenues are intended as the initial source of payment until the said Available Tax Increment is sufficient to pay the debt service. Further, the Pledged PID Revenues are intended as the secondary source of payment to the extent Available Tax Increment is insufficient to pay all of the said debt service on an annual basis.

The Parties to this Amendment acknowledge that the City's pledge of city-wide ad valorem taxes to the payment of the Supplemental Master Infrastructure Taxable Certificates of Obligation shall significantly reduce the interest rate paid on the Supplemental Master Infrastructure Taxable Certificates of Obligation.

3. Each Participating Taxing Entity and Party shall participate in the payment of the Supplemental Educational Facilities Project Costs only to the extent described herein. The CITY, PID, and/or the ZONE shall be entitled to enter into any other agreements for the CITY, the PID or the ZONE to pay the costs of the Supplemental Project and other reasonable expenses from the Available Tax Increments paid into the Tax Increment Fund without the consent of any other Participating Taxing Entity, but they will provide notice of such agreement(s) to each Participating Taxing Entity.

E. Disbursement of Funds (Other than the Separate Additional Funds) in the Tax Increment Fund

1. Each Participating Taxing Entity agrees the CITY shall administer the Tax Increment Fund on behalf of the ZONE, pursuant to Ordinance No. 2014-75 passed and approved by City Commission of the CITY on December 22, 2014, and pursuant to this Agreement. Except for amounts to be paid to the CITY and COUNTY for Administrative Costs, no funds shall be disbursed from the Tax Increment Fund without the prior written approval of the ZONE BOARD, and notice of the amount of funds used and disbursement of funds by the ZONE shall be given at least annually to the COUNTY. The Parties agree that the CITY shall be responsible for the annual administration of the ZONE.

2. The parties agree and understand that under no circumstances shall Administrative Costs, in the aggregate, exceed the amount set out and described in Section II.5 above. Accordingly the agreed allocation of the total amount budgeted for Administrative Costs ($400,000.00) shall be apportioned in the amount of $300,000.00 for repayment of the CITY's administrative costs and $100,000.00 for the repayment of the COUNTY's administrative costs during the Term of the ZONE, with the CITY and the COUNTY each receiving 1/30 of their pro-rata amount per year, as funds are available in the Tax Increment Fund. The CITY shall receive priority reimbursement of the Pre-TIRZ Administration Costs incurred by it. The Parties further agree and understand that the COUNTY and CITY are entitled to deduct their yearly pro-rata portion of Administrative Costs prior to depositing their respective Tax Increment Payment required pursuant to Section IV.A.1. (with respect to the COUNTY) and Section V.A.1 (with respect to the CITY) into the Tax Increment Fund, as long as said deductions are clearly delineated as a deduction from the Tax Increment Payment. If there is not enough Available Tax Increment to pay the COUNTY's and CITY's respective pro-rata yearly Administrative Costs, the COUNTY and CITY are entitled to deduct the pro-rata Administrative Costs which are owing to each entity respectively, prior to depositing the Tax Increment Payment in the Tax Increment Fund during the next year in which sufficient funds exist in the Available Tax Increment to pay said pro-rata Administrative Costs.

3. The CITY and ZONE will use funds in the Tax Increment Fund contributed by the COUNTY and the CITY pursuant to Section IV.A.1. and Section V.A.1, respectively, hereof to reimburse expenditures in the order and priority of payment set forth in the Original Project and Finance Plan and the Development Agreement. The foregoing notwithstanding, no such funds will be paid from the Tax Increment Fund to a Participating Taxing Entity for its financial or legal services incurred in any dispute arising under this Agreement with another Participating Taxing Entity or Participating Taxing Entities or a dispute with Developer.

4. In addition, the above notwithstanding, in the event that bonds or tax anticipation notes are issued pursuant to Section 311.015 of the Texas Tax Code, the proceeds shall be used to pay outstanding reimbursements according to the priority of payment, and thereafter the payment of debt service shall be a priority above any other annual obligations, and the amount of the Tax Increment Fund derived from amounts contributed by the COUNTY and the CITY pursuant to Section IV.A.1. and Section V.A.1, respectively, hereof shall not be directed for any other purpose until such bonds or tax anticipation notes or other obligations have been satisfied in full.

F. Disbursement of Separate Additional Funds in the Tax Increment Fund

1. Each Participating Taxing Entity agrees the ZONE BOARD shall administer the Tax Increment Fund on behalf of the ZONE, pursuant to Ordinance No. 2014-75 passed and approved by City Commission of the CITY on December 22, 2014 and pursuant to this Agreement. No funds that are deposited in or credited to the Tax Increment Fund as a result of the CITY's Additional Pledge, or the

COUNTY's Additional Pledge (except for that portion of the COUNTY's Additional Pledge, if any, which is to be used by the ZONE to pay amounts necessary for the ZONE to reimburse the 4B CORPORATION for any 4B CORPORATION Payments not previously reimbursed, all as further described in Section V.D.1. hereof) (collectively the "Additional Payments") shall be disbursed from the Tax Increment Fund for any purpose other than paying the costs of issuance for and making debt service payments on the Supplemental Educational Facilities Contract Revenue Bonds that shall be issued by the CITY or the LGC on behalf of the CITY. The Additional Payments shall be accounted for separately from other funds held within the Tax Increment Fund (the "Separate Additional Funds"), and no payments may be made from the Separate Additional Funds held within the Tax Increment Fund without the prior written approval of the ZONE BOARD. Notice of the amount of Separate Additional Funds used, disbursed, and remaining in the Tax Increment Fund shall be given at least annually to the COUNTY.

2. In the Educational Facilities Project Interlocal Funding Agreement, the CITY and the ZONE shall limit the use of the Separate Additional Funds in the Tax Increment Fund as set forth in the Supplemental Project and Finance Plan, and only for the cost of issuance and repayment of principal and interest on the Supplemental Educational Facilities Contract Revenue Bonds.

3. The Parties agree and covenant that the Additional Payments shall only be used to fund the costs of issuance of and pay debt service on the Supplemental Educational Facilities Contract Revenue Bonds pursuant to the Supplemental Project and Finance Plan; and, that the Available Tax Increment contributed by the CITY and COUNTY under the Original Project and Finance Plan and this Agreement shall be used as they are received on an annual basis under the following priority: first, to fund the debt service on the Supplemental Master Infrastructure Taxable Certificates of Obligation that is due each year that said Supplemental Master Infrastructure Taxable Certificates of Obligation are outstanding; and, second, other uses according to the Priority of Payment set forth in Section 3.7.2 of the Development Agreement. The Parties further agree and covenant that the proceeds from the sale of the Supplemental Educational Facilities Contract Revenue Bonds and Supplemental Master Infrastructure Taxable Certificates of Obligation required to be issued by the CITY, or the LGC, as the case may be, pursuant to this Agreement shall be deposited in the Tax Increment Fund, accounted for separately, and only be used for the respective purposes and under the respective priority of uses as follows:

a. Proceeds from the Supplemental Educational Facilities Contract Revenue Bonds: All proceeds from the Supplemental Educational Facilities Contract Revenue Bonds shall only be used to fund the following costs and expenses in the following priority: first, payment of the CITY's obligations under the agreement with Texas A&M University, anticipated to be entered into pursuant to the Letter of Intent, related to the funding of buildings and related site work according to the Supplemental Project and Finance Plan to provide an initial Texas A&M University campus within the Project; and, second, other uses according to the Priority of Payment set forth in Section 3.7.2 of the Development Agreement.

b. Proceeds from the Supplemental Master Infrastructure Taxable Certificates of Obligation: All proceeds from any Supplemental Master Infrastructure Taxable Certificates of Obligation shall only be used to fund the following costs and expenses in the following priority: first, payment or reimbursement for Project Costs and Soft Project Costs for Phase I of the Project and Supplemental Project infrastructure as approved by the ZONE BOARD; second, payment of the CITY's Approved Pre-TIRZ Administrative Costs; third, payment of the CITY and the COUNTY's accrued incremental Administrative Costs; and fourth, other uses according to the priority of payment set forth in Section 3.7.2 of the Development Agreement.

VI. RIGHTS AND OBLIGATIONS OF DEVELOPER

A. Agreement by Developer

1. In return for the covenants and agreements made by the CITY, the COUNTY, and the ZONE, the DEVELOPER agrees to faithfully perform its obligations under this Agreement and the Development Agreement, including without limitation the obligation to follow and implement the Original Project and Finance Plan and the Supplemental Project and Finance Plan as those obligations are imposed by the Development Agreement and this Agreement. If the DEVELOPER fails to meet the obligations contained in this Agreement or the Development Agreement, it shall constitute a breach of this Agreement and be subject to the cure provisions contained in Section IV.B.6. of this Agreement.

2. The Parties agree that if the sum of the CITY's Additional Pledge during the years 2015 through 2025 of the ZONE exceeds the amount required to pay debt service on the Supplemental Educational Facilities Contract Revenue Bonds during such years, any such excess shall no longer be considered Separate Additional Funds, and shall be part of the Tax Increment Fund available for disbursement in accordance with Section V.E above.

3 The CITY finds that the Supplemental Project promotes the interests of the CITY, and that the Supplemental Project will confer a special benefit on the part of the CITY located within the PID. The Parties expressly agree to the following in relation to the issuance and payment of the Supplemental Master Infrastructure Taxable Certificates of Obligation by the CITY:

a. The DEVELOPER hereby agrees and consents to the CITY and PID levying an annual PID assessment pursuant to Texas Local Government Code Section 372.017 (the "PID Assessment") on all property within the PID for the purpose and in the amount necessary to fund the annual debt service payments due on the Supplemental Master Infrastructure Taxable Certificates of Obligation (the "Pledged PID Revenues").

b. The PID hereby agrees to take all actions as required by law to cause the levy of the PID Assessment by the CITY for the purpose of funding the initial and supplemental debt service on the Supplemental Master Infrastructure Taxable Certificates of Obligation by the PID pursuant to this Agreement.

c. The PID agrees to deposit the Pledged PID Revenues into the PID fund as the PID Assessments are collected. The Parties agree that after the Pledged PID Revenues are deposited in the PID fund they will be accounted for separately and shall only be used to pay the annual debt service on the Supplemental Master Infrastructure Taxable Certificates of Obligation to the extent the amount of Available Tax Increment deposited by the CITY and COUNTY into the Tax Increment Fund pursuant to the Original Project and Finance Plan and the Agreement (calculated on the basis of CITY's and the COUNTY's Available Tax Increment being 20% and 23%, respectively, during the years 2015 through 2025 instead of 30% and 33%, respectively, during such time) is insufficient to pay the said debt service for such year. To the extent that the Pledged PID Revenues are required to pay debt service on the Supplemental Master Infrastructure Taxable Certificates of Obligation, the PID hereby agrees to take all actions necessary to transfer the necessary Pledged PID Revenues in the PID Fund to the City's interest

and sinking fund that will be created for the benefit of the Supplemental Master Infrastructure Taxable Certificates of Obligation.

d. The Parties expressly agree that the PID will only be required to contribute the annual Pledged PID Revenues in the event the amount of Available Tax Increment deposited by the CITY and COUNTY into the Tax Increment Fund pursuant to the Original Project and Finance Plan and the Agreement (calculated on the basis of CITY's and the COUNTY's Available Tax Increment being 20% and 23%, respectively, during the years 2015 through 2025 instead of 30% and 33%, respectively, during such time) is, or is projected to be, insufficient to pay the debt service on the Supplemental Master Infrastructure Taxable Certificates of Obligation for such year.

The Parties agree that the PID Assessment levied to fund the Pledged PID Revenues will no longer be levied or assessed once the combined amount of the Available Tax Increment deposited by the CITY and COUNTY into the Tax Increment Fund each year under the Original Project and Finance Plan and the Agreement (calculated on the basis of CITY's and the COUNTY's Available Tax Increment being 20% and 23%, respectively, during the years 2015 through 2025 instead of 30% and 33%, respectively, during such time) is equal to 120% or more of the debt service required to be paid on the Supplemental Master Infrastructure Taxable Certificates of Obligation annually.

e. The DEVELOPER agrees to provide the CITY with an irrevocable letter of credit (the "LOC") which will be automatically renewed each year in the amount of the annual debt service payment due to be paid on the Supplemental Master Infrastructure Taxable Certificates of Obligation for the year in which the LOC is provided. The first LOC required must be provided to the CITY no less than 30 days prior to the Supplemental Master Infrastructure Taxable Certificates of Obligation being issued. The LOC for each subsequent year must be provided to the CITY no later than January 15th of the year in which it is required to be provided. The LOC for each year will be released upon the PID making the debt service payment of the Supplemental Master Infrastructure Taxable Certificates of Obligation due in each respective year. The DEVELOPER will no longer be required to provide a LOC to the CITY once the combined amount of the Available Tax Increment deposited by the CITY and COUNTY into the Tax Increment Fund (calculated on the basis of CITY's and the COUNTY's Available Tax Increment being 20% and 23%, respectively, during the years 2015 through 2025 instead of 30% and 33%, respectively, during such time) equals 120% of the annual debt service required to be paid on the Supplemental Master Infrastructure Taxable Certificates of Obligation.

B. Rights of Developer

1. The CITY, the COUNTY, and the ZONE agree and acknowledge that DEVELOPER is making the commitments identified herein in reliance on the commitments made by the CITY and the COUNTY to: (a) timely contribute their respective Tax Increment Payments to the Tax Increment Fund as they become due in accordance with and subject to the terms of this Agreement; (b) timely contribute

their respective Additional Pledge to the Tax Increment Fund as they become due in accordance with and subject to the terms of this Agreement; and (c) on the commitment of the ZONE to comply with the Original Project and Finance Plan and Supplemental Project and Finance Plan and properly and timely (within 30 days of approval if funds are available) process payments and reimbursements for proper work completed by the DEVELOPER and/or its successors, assigns, contractors or subcontractors.

2. The DEVELOPER shall have the right to serve as Project manager for the construction and installation of all public improvements and public infrastructure identified in the Original Project and Finance Plan and the Supplemental Project and Finance Plan, save and except for those obligations to be managed by the CITY or Texas A&M University under the Letter of Intent between said parties.

3. The DEVELOPER shall have the right to adjust or prioritize the schedule of construction of improvements within each Phase of the Project, provided that such adjustment or prioritization does not cause a Material Change in the Original Project and Finance Plan or in the Supplemental Project and Finance Plan.

4. The DEVELOPER shall have the right to use anticipated reimbursements to the DEVELOPER and other rights of the DEVELOPER under this Agreement and the Development Agreement to obtain financing for funding required to construct improvements within the Project, including the assignment or use of such reimbursements or rights as collateral, or the factoring of such rights and obligations to third parties, subject to the limitations contained in the Development Agreement.

5. The CITY and DEVELOPER agree that the DEVELOPER will convey to the CITY fee simple title to the +/- 100 acre site identified on Exhibit "E" for use as the site for the campus of Texas A&M University; and, in return, the CITY shall convey to the DEVELOPER fee title to the two (2) tracts identified on Exhibit "F". The CITY and DEVELOPER agree that the value of the +/- 100 acre tract to be conveyed by the DEVELOPER to the CITY together with the DEVELOPER's consent to the modification of the Development Agreement and this Agreement to facilitate the financing of the Supplemental Master Infrastructure Taxable Certificates of Obligation exceeds the value of the two (2) tracts which are to be conveyed from the CITY to the DEVELOPER. All conveyances required to be made under this subsection shall be closed within thirty (30) days from the execution of this Agreement with the DEVELOPER and CITY each paying one-half of the closing costs as well as their respective costs of phase I environmental reports.

VII. TERM AND TERMINATION

A. Term of the ZONE and Termination

This Agreement shall become effective as of the last date of execution by the Parties hereto, and shall remain in effect until December 31, 2044, unless earlier terminated as provided herein. Subject to the terms of this Agreement, the COUNTY agrees to participate under this Agreement, beginning with the 2015 tax year and ending in accordance with the terms provided herein. Notwithstanding anything to the contrary contained in this Agreement, the Parties agree and understand that the CITY's and COUNTY's Tax Increment Payments will not be made after December 31, 2045 for the 2044 tax year.

B. Early Termination

Neither the CITY, the COUNTY, nor the ZONE BOARD shall take any action to terminate the ZONE earlier than the Term of the ZONE as specified in Section III.A. above, except as set forth in the Development Agreement.

C. Disposition of Tax Increments

Upon expiration or termination of the ZONE and after all bonds and/or notes have been paid and all reimbursements have been made, any money remaining in the Tax Increment Fund, including from the Separate Additional Funds, shall be paid to the Participating Taxing Entities on a pro rata basis in accordance with Section 311.014(d) of the Texas Tax Code, or any successor provision thereto. Accounting to determine the pro rata distribution of remaining funds, including any Separate Additional Funds, to the respective taxing entities shall be conducted according to generally accepted accounting principles, and shall be subject to review and audit by the COUNTY upon reasonable request. In the event a discrepancy occurs between the reviews conducted by the CITY and COUNTY, said dispute will be resolved by the respective audit offices of the CITY and COUNTY. In the event the dispute cannot be resolved it shall be submitted to mediation under the rules of the American Mediation Association with a mediator agreed upon by the County Judge of the COUNTY and the City Manager of the CITY.

VIII. MISCELLANEOUS

A. Understanding

Any and all costs, including with respect to the Supplemental Project Obligations, incurred by the CITY, COUNTY or DEVELOPER are not, and shall never become, general obligations or debt of the COUNTY or any Participating Taxing Entity. With respect to the CITY, COUNTY and DEVELOPER's costs, only eligible Project Costs and other allowable expenses under applicable law, if any, incurred by the CITY, COUNTY or DEVELOPER shall be payable from the Tax Increment Fund in the manner and priority provided in the Original Project and Finance Plan, the Supplemental Project and Finance Plan and the Development Agreement and only to the extent that funds become available in the Tax Increment Fund. The Parties agree and understand that under no circumstance shall the eligible costs exceed the maximum specified in the Original Project and Finance Plan, the Supplemental Project and Finance Plan and the Development Agreement. The CITY and the COUNTY are not obligated above and beyond what is actually collected as its Available Tax Increment during the Term of the ZONE, which shall deposited into the Tax Increment Fund. The Separate Additional Funds in the Tax Increment Fund shall only be used as set forth in the Supplemental Project and Finance Plan and only for the payment of the costs of issuance of and repayment of principal and interest on the Supplemental Educational Facilities Contract Revenue Bonds.

B. Severability

In the event any term, covenant or condition herein contained shall be held to be invalid by any court of competent jurisdiction, such invalidity shall not affect any other term, covenant or condition herein contained.

C. Entire Agreement

This Agreement merges the prior negotiations and understandings of the Parties hereto, including the Original Agreement and the First Amendment, which are further amended and restated hereby, and embodies the entire agreement of the Parties. There are no other agreements, assurances, conditions, covenants (express or implied), or other terms with respect to the covenants, whether written or verbal, antecedent or contemporaneous, with the execution hereof.

Upon the occurrence of any event that allows the CITY to terminate hereunder, the COUNTY shall have the right to withhold tax increment payments under this Agreement until such time as such event is cured, and the COUNTY shall not incur any penalties or interest with respect to any such

withheld payments notwithstanding any provision herein to the contrary. With respect to the COUNTY's obligations, to the extent there is any discrepancy between this Agreement and any exhibit hereto, the terms of this Agreement shall control.

D. Written Amendment

This Agreement may be changed or amended only by a written instrument duly executed on behalf of each Party hereto. All Parties to this Agreement understand and recognize that only the City Commission of CITY and only the Commissioners Court of the COUNTY have authority to approve a change or amendment to this Agreement on behalf of the CITY or the COUNTY, respectively.

E. Notices

All notices required or permitted hereunder shall be in writing and delivered by personal delivery, facsimile or United States Postal Service (certified mail, return receipt requested) and addressed to the respective other Party at the address prescribed in Section I of this Agreement, or at such other address as the receiving Party may have theretofore prescribed by notice to the sending Party. Such notices shall be deemed delivered the earlier of: (i) when actually received by personal delivery or facsimile if received during normal business hours and on the next business day if received after normal business hours; or (ii), if sent by the United States Postal Service, on the date indicated by the United States Postal Service on the return receipt as the date on which it was received by the respective other Party.

F. Non-Waiver

Failure of any Party hereto to insist on the strict performance of any of the agreements herein or to exercise any rights or remedies accruing hereunder upon default or failure of performance shall not be considered a waiver of the right to insist on, or to enforce by any appropriate remedy, strict compliance with any other obligation hereunder or to exercise any right or remedy occurring as a result of any future default or failure of performance.

G. Assignment

All Parties to this Agreement understand and recognize that only the City Commission of the CITY and only the Commissioners Court of the COUNTY have authority to approve a delegation or assignment of the COUNTY's or the CITY's rights in this Agreement on behalf of the CITY or the COUNTY, respectively. All Parties further agree that the DEVELOPER shall have the right to assign the right to receive reimbursements to a third party for the purpose of obtaining financing, or to a related third party without obtaining consent of any other Party, provided that such reimbursements have been approved by the ZONE BOARD and such assignments are made in compliance with the Development Agreement.

H. Successors

This Agreement shall bind and benefit the Parties and their legal successors or assigns. This Agreement does not create any personal liability on the part of any trustee, officer, owner, partner, principal, employee, elected official or agent of a Party to this Agreement.

I. Amendments to Original Project and Finance Plan and Supplemental Project and Finance Plan

The COUNTY acknowledges that it was provided with a copy of the initial preliminary finance plan for review and comment before the Original Project and Finance Plan was finalized and approved by

the City Commission of the CITY. The COUNTY further acknowledges that it was provided with a copy of the initial preliminary supplemental project and finance plan for review and comment before the Supplemental Project and Finance Plan was finalized and approved by the City Commission of the CITY. The Parties agree that a Material Change to the Original Project and Finance Plan or the Supplemental Project and Finance Plan shall not apply to the COUNTY unless the COUNTY approves the change as provided herein. Further, if such amendment to the Project and Finance Plan (i) has the effect of directly or indirectly increasing the percentage of Tax Increment to be contributed by the COUNTY; or (ii) increases or reduces the geographical area of the ZONE set forth in the Original Project and Finance Plan or the Supplemental Project and Finance Plan, the COUNTY must approve said amendment in order for the amendment to be binding on the COUNTY.

J. Access to Financial Information

The ZONE agrees to conduct or to cause to be conducted, at a minimum, an annual financial review, a copy of which will be provided to the COUNTY. Furthermore, each Party to this Agreement shall have reasonable access to financial or other information and audit reports regarding the operation of the ZONE, contribution of Tax Increment Payments, including the Additional Payments, to the Tax Increment Fund, and expenditures from the Tax Increment Fund for Project Costs and Supplemental Educational Facilities Project Costs, including all expenditures from the Separate Additional Funds. In addition, the CITY agrees, during the term of this Agreement, to prepare and deliver an annual report to the COUNTY in accordance with Section 311.016 and 311.0101(c), Texas Tax Code. The COUNTY shall have the right to withhold or delay payments to the Tax Increment Fund until such time as it has received the financial report (and other documentation and information pursuant to Section IV.B.2. above) from the CITY for the applicable tax year, and shall not incur any penalties or interest with respect to any such withheld or delayed payments notwithstanding any provision herein to the contrary.

K. Development Agreement

The CITY, DEVELOPER, and ZONE BOARD have entered into the Development Agreement. The CITY hereby agrees with COUNTY to use reasonable efforts to enforce and follow the provisions of the Development Agreement against DEVELOPER, including, without limitation, the DEVELOPER's compliance with all applicable building codes and ordinances, as modified or amended and all applicable federal, state, and local laws, rules, regulations, statutes, ordinances, orders and codes, as amended, pertained to the construction of the Project. The CITY and the ZONE agree to provide the COUNTY with a copy of any notice of Default that is delivered or sent to any party under the Development Agreement within five (5) business days after receipt of the notice by the CITY or the ZONE. The COUNTY shall have the right to consent to any waivers of Default. The COUNTY shall also have the rights to consent to any changes or modifications in DEVELOPER's or other Parties' obligations prior to such modifications or changes being effective, if modifications or changes constitute a Material Change.

L. ZONE Designation

The CITY represents that its designation of the ZONE meets the criteria of Section 311.005(a), Texas Tax Code.

IN WITNESS HEREOF, the CITY OF MCALLEN; HIDALGO COUNTY; DEVELOPER; TAX INCREMENT REINVESTMENT ZONE NUMBER ONE (1), CITY OF MCALLEN, TEXAS; and TRES LAGOS PUBLIC IMPROVEMENT DISTRICT have made and executed this Agreement in quintuple originals on this 15th day of December, 2015.

CITY OF MCALLEN

_____
Jim Darling
City Mayor

ATTEST/SEAL:

_____
Annette Villarreal
City Secretary

APPROVED AS TO FORM FOR THE CITY OF MCALLEN:

_____
Kevin Pagan, City Attorney

HIDALGO COUNTY

_____
Hon. Ramon Garcia
County Judge

ATTEST/SEAL:

_____
Arturo Guajardo, Jr.
County Clerk

APPROVED AS TO FORM FOR HIDALGO COUNTY:

Atlas, Hall, & Rodriguez, LLP

By: _____
Stephen L. Crain

DEVELOPER:
RHODES ENTERPRISES, INC.

_____
Mike Rhodes
President

REINVESTMENT ZONE NUMBER ONE, CITY OF MCALLEN, TEXAS
(Tres Lagos Development Project)

_____
Mike Rhodes
Presiding Officer

TRES LAGOS PUBLIC IMPROVEMENT DISTRICT, CITY OF MCALLEN

_____
Mike Rhodes
President

Exhibit A

Original Project and Finance Plan

Exhibit B

City of McAllen Ordinance No. 2014-75 passed and approved by the City Commission on December 22, 2014

Exhibit C

Development Agreement, as amended

Exhibit D

Amended and Supplemental Project and Finance Plan
approved by the ZONE BOARD on November 18, 2015
and by the City Commission of the CITY on December 14, 2015

EXHIBIT E

Map and description of +/- 100 acre tract within the Project,
which is to be conveyed from DEVELOPER to CITY for the Supplemental Project

Exhibit F

Map and description of two tracts located east of the Project, which are to be conveyed by CITY to DEVELOPER

CITY OF MCALLEN, TEXAS

Tres Lagos
Tax Increment Reinvestment Zone Number One
Project and Finance Plan

Participation Levels:
City of McAllen (80%) & Hidalgo County (77%)

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EXECUTIVE SUMMARY

Overview of Plan

Tax Increment Reinvestment Zone Number One, City of McAllen, Texas, (the "Zone" or the "TIRZ") represents an important opportunity for the future of the City of McAllen (the "City"). It will promote and encourage construction of approximately 2,571 acres of mixed use development including single-family, multi-family, retail, office and commercial development (the "Project"), and the creation of more than eight thousand new jobs.

Creation of the TIRZ and implementation of the Project will:

(1) Increase the population and tax base of the area;

(2) Remove low valued vacant land from the tax rolls and replace it with higher value development;

(3) Include creation of a public improvement district pursuant to Chapter 372 of the Texas Local Government Code ("PID") as a mechanism to ensure that the development, rather than the existing City taxpayers, pay for the upkeep and maintenance of some of the public roads and infrastructure in the development; and

(4) Start a new model for development in the area that is more sensitive to the environment (i.e., recycled water, green spaces, curving design, etc.) and is more sustainable (higher employment base, superior technology, enhanced security, etc.).

This tract of land has remained vacant and undeveloped because either (1) the costs associated with developing the land in the preferred manner prohibited the efficient use of the property, or (2) the property was unavailable for development when development should have occurred and current development costs for the desired development are uneconomical. Creation of the TIRZ will allow for construction of infrastructure and other improvements including single-family subdivisions, multi-family projects, commercial projects, retail developments and thousands of new jobs and related economic development that will cause public benefits that would otherwise be very difficult, if not impossible, to obtain due to costs that include off-site utility extensions, on-site and off-site utility plant expansions, on-site street and utility extensions, drainage improvements, community Wi-Fi, surveillance cameras, Fiber-to-the-Home infrastructure and significant park and recreational installations.

The Zone is located at the southwest corner of Ware Road and Monte Christo Road (the "Property"). Please see **Exhibit 1** for a location map of the Property. This Project and Finance Plan will be implemented through the execution of a Development Agreement between the City of McAllen, the Board of Directors of the Zone, and Rhodes Enterprises Inc., its successors and assigns, (acting as the "Developer"), which sets forth the rights and obligations of the parties to assure successful completion of the proposed Project. Unless otherwise defined herein, all defined terms in this Project and Finance Plan shall have the meanings set forth in the Development Agreement.

Anticipated Benefits of Development

The projected benefits of the Zone are as follows:

- The original plan for the Property was to develop a rural subdivision with lots ranging from 1 acre to 10 acres, with the entire development remaining in the County. However, the proposed mixed use development has greater density, supports retail, multifamily, office and institutional uses, creates additional employment and will generate a superior tax base.

- The entire 2,571 acres are currently located in the city limits of the City and within Hidalgo County, Texas. The Property was annexed through a Developer petition conditioned on (1) the City approving participation in the TIRZ in an amount equal to 80% of the revenue generated from the CITY M&O Tax Rate as assessed and collected on the Captured Appraised Value for each respective tax year during the term of the ZONE, and the remaining 20% being retained by the City, and (2) Hidalgo County approving participation in the ZONE by contributing to the Tax Increment Fund an amount equal to 77% of the revenue generated from the COUNTY M&O Tax Rate (as defined in the Interlocal Agreement) as assessed and collected on the Captured Appraised Value for each respective tax year during the term of the ZONE, and the remaining 23% being retained by the County, during the term of the Zone.

- Over 125 acres of parkland that will be developed and dedicated to the City for public use.

- The Developer will dedicate drainage right-of-way that will improve drainage issues for the community upstream and downstream of the Zone with an estimated value of $6,000,000.00.

- Recycled water will be used to water the green spaces providing enhanced water conservation.

- The Tres Lagos development will be the first in the region to provide Fiber-to-the-Home (FTTH) for high-speed internet access (up to 1 Gbps).

- Enhance and increase the population within the area, and the economy of the overall general area.

- Provide for pedestrian safety and access through walking trails and street light construction.

- Provide for public use sites and assist in funding emergency access networks.

- Enhance the quality of life within the development and surrounding areas through parks landscaping and increased recreational opportunities.

- Create a sustainable housing initiative for the benefit of landowners inside and outside of the Zone through encouraging green build and ENERGY STAR construction of homes and buildings.

- Generate significant revenue in the form of ad valorem tax, utility fees, property tax, et al, and help extend utility (water, sewer, recycled water, cable, and data) service to adjoining tracts and other areas for future development.

- Add over +/- $2,600,000,000.00 to the tax base of the City and County over the life of the Zone.*[1]

- Require only the taxes from within the Zone, and not existing taxpayers in the City or the County, to pay all the costs of the installation of all utilities required for the Project.

- Create a new and replicable standard for better and more sustainable development within the City that encourages new development to pay for itself in a greater amount and does not place the burden unfairly on the City's current budget or on the current and existing taxpayers.

The TIRZ Concept

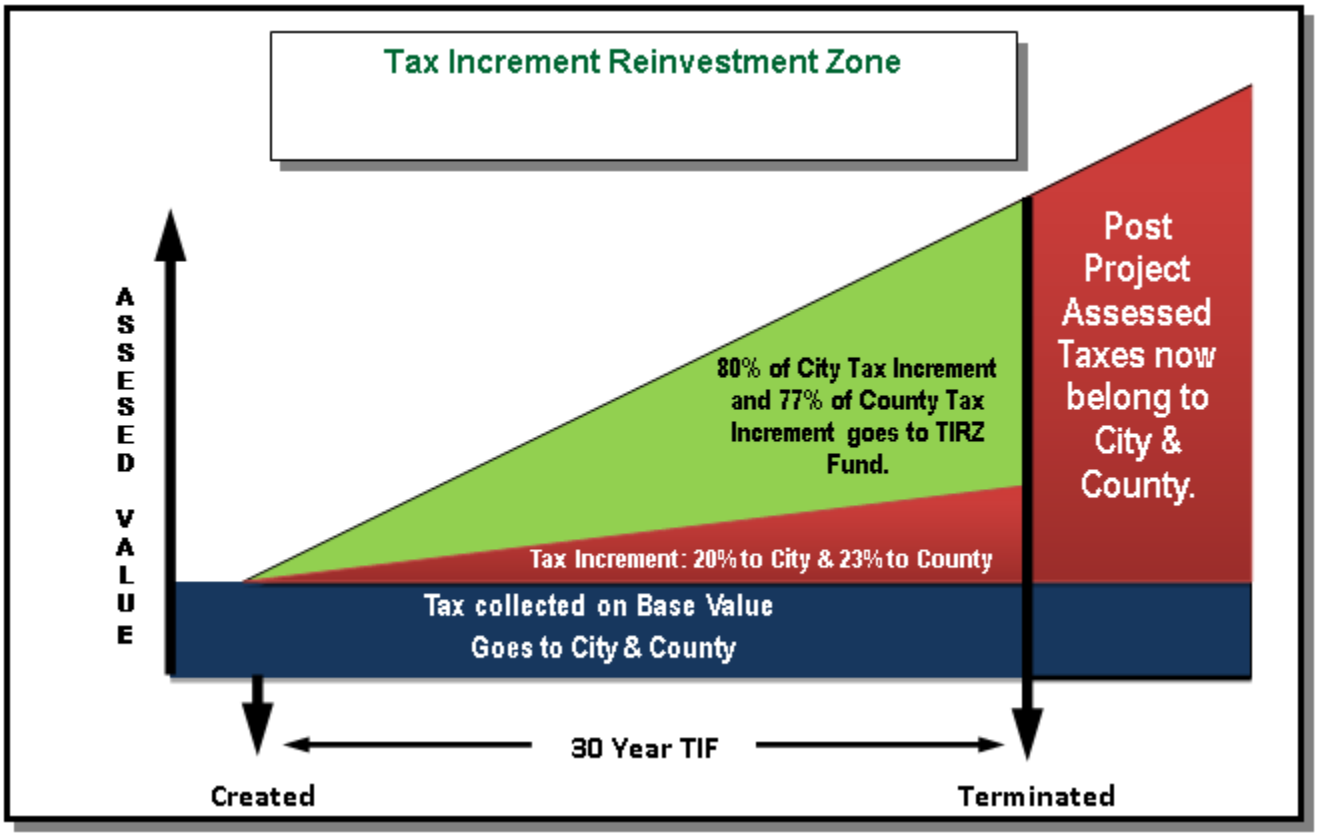
A TIRZ or Tax Increment Reinvestment Zone is a financing tool authorized by the State of Texas Legislature in Chapter 311 of the Texas Tax Code. The purpose of the statute is to allow cities and counties to provide an incentive to develop areas that lack the infrastructure or have other impairments to desirable growth and development.

When a zone is created, the "base value" of the area is frozen for tax purposes. The existing taxing entities continue to receive tax revenues as before. However the increased tax revenue ("the increment") generated by new development within the zone will be used to reimburse costs related to public improvements within the zone as well as other related allowable expenses. The zone will have a life equal to a predetermined number of years. Upon reaching that date, or upon all costs having been reimbursed, whichever comes first, the zone will terminate. Upon termination, the increased tax revenue belongs to the respective taxing entities. The investment in public infrastructure and public amenities will cause the tax revenue received by the City and County to be much greater both during the TIRZ and afterwards than would have been received without the TIRZ. Comparison charts below illustrate the level of tax revenue and public benefit received through the TIRZ Project and Finance Plan compared to ordinary non-TIRZ development.

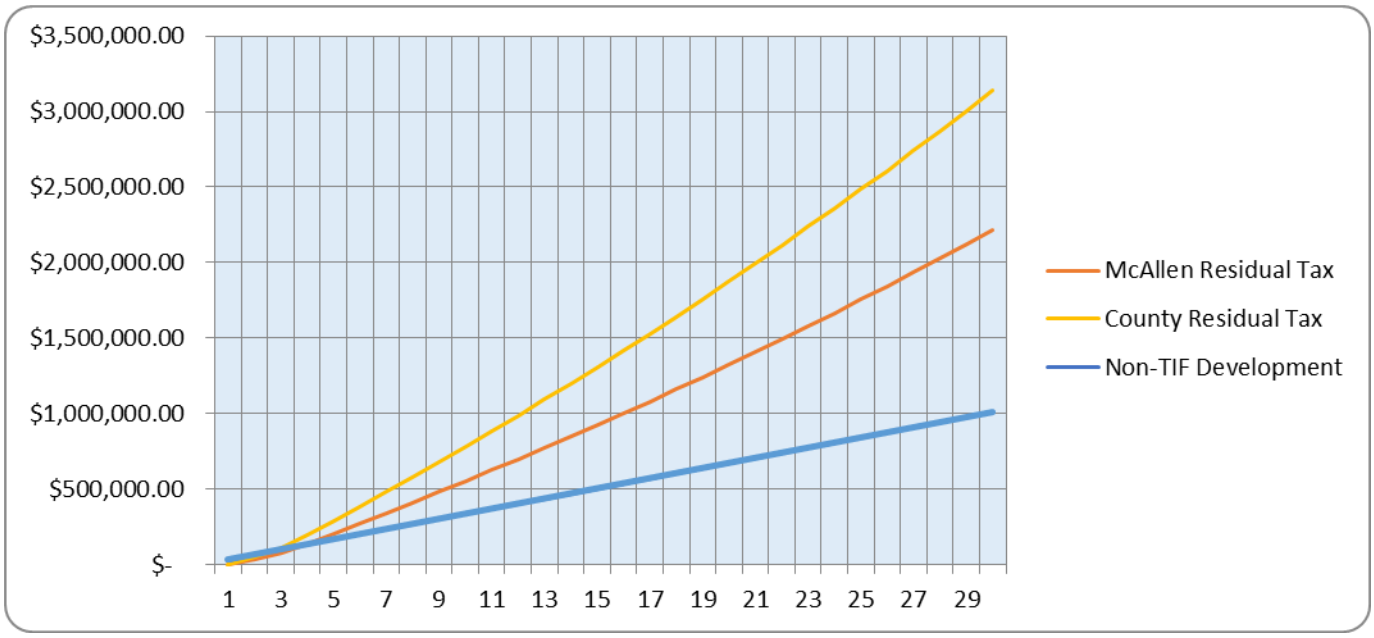
[Charts on Following Page]

*[1] $2,569,780,976 in vertical improvements plus $232,396,315 in infrastructure over the term of the Project.

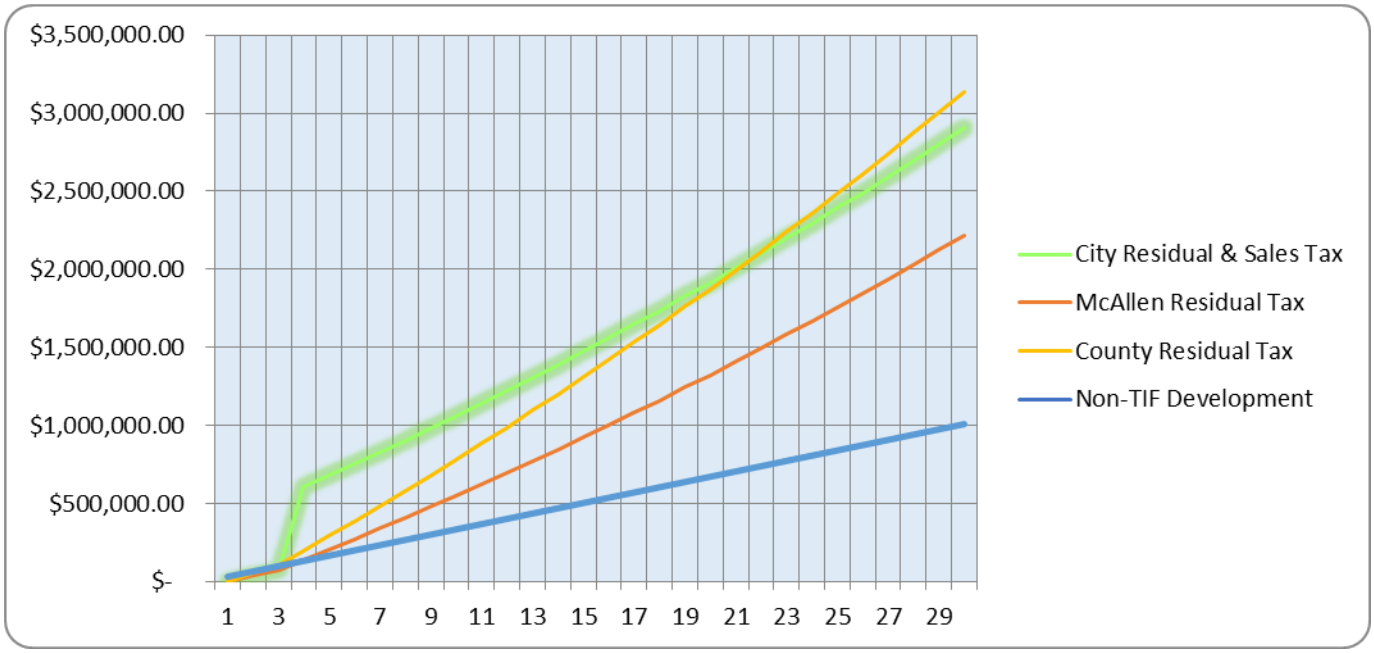
TIRZ ASSESSED VALUE (AV) OVER PROJECT LIFE



INCOME COMPARISON BETWEEN EXISTING DEVELOPMENT METHOD AND "NEW TIRZ METHOD"



INCOME COMPARISON BETWEEN EXISTING DEVELOPMENT METHOD AND "NEW TIRZ METHOD" continued



PROJECT PLAN

The Reinvestment Zone Number One, City of McAllen, Texas Project and Finance Plan provide a long-term method to increase economic vitality, tax base, and population within the Zone.

The economics of attracting market rate housing, new businesses, retail establishments, commercial uses and new employment opportunities will be greatly enhanced utilizing the TIRZ to finance public infrastructure improvements and economic development initiatives.

The following specific objectives set the framework for the planned public improvements within the Zone:

- Complete infrastructure to support +/-2,571 acres of mixed use development with an estimated developed tax base value of over $2,500,000,000.00.

- Fund reimbursement of construction of primary public streets and public utility work to create access for future planned high technology and secure mixed use developments.

- Provide attractive, safe pedestrian environments through landscaping, lighting and construction of public walkways in the single-family areas and open space areas of the development.

- Construct wastewater collection, recycled water mains and storage and reuse facilities to enhance and encourage environmentally sensitive and water conscious regional development.

- Make utilities (sewer, water, recycled water, cable, and fiber optic) available to adjoining properties in the City and County for future growth.

- Relieve the City and County of some of the maintenance costs of the community by establishing a PID, which will also establish a model community that incorporates availability of gigabit speed internet access to every home and business in the community; community high-speed Wi-Fi access; community security, data, video and surveillance services; interconnected linear hike and bike and park systems, and unique subdivision designs to create a secure and sustainable living and working environment.

- Create, and prove the feasibility of a new model of 'smart growth' development for the City and County which is socially and financially sustainable, environmentally sensitive, and which conserves water and has a lower carbon footprint.

Planned Private Development and Investment

The total private development investment stimulated by creation of the Zone is forecasted to be $2,569,780,976.14 in the form of vertical construction of homes, apartments, office buildings, retail buildings and commercial uses.

Public Infrastructure Improvements

The Public Infrastructure Improvements (hereinafter may be referred to as "Public Improvements") which will be completed pursuant to the Project and Finance Plan are detailed in **Exhibits 4 through 9** of this Project and Finance Plan, and the amount of public investment for reimbursement of the Public Improvements totals $258,540,901.00. If the interest cap is reached no additional interest payments may be made.

Public Infrastructure Improvements and Related Eligible Expenses

The Public Infrastructure Improvements to be constructed and financed pursuant to the Project and Finance Plan and related capital costs include, but are not limited to, reimbursements associated with the following internal and external project costs for infrastructure to be constructed and dedicated to a Public Entity: Mile 9 Russell Rd. improvements, Shary & Bryan Road improvements, Glasscock/Stewart/Mayberry Road improvements, public parks, together with all site work, internal streets and drainage, onsite and offsite water and sewer and recycled water infrastructure, sidewalks, fiber optic dedicated to the City, PID, or other Public Entity, communication, Wi-Fi and surveillance infrastructure dedicated to the PID, as well as all other related infrastructure, soft project costs, and costs of creation as shown **Exhibit 5 and Exhibit 9**. The capital cost is estimated to be $232,396,315.00 of the full eligible build-out amount plus interest on such amount until reimbursed.

[Remainder of Page Intentionally Left Blank-Project Plan and Finance Plan Continue on Next Page]

Existing and Proposed Uses

The existing uses in the area in which the Zone is located consist of open undeveloped or underdeveloped land and farming operations.

The proposed uses in the Zone are those uses set forth in **Exhibit 2** which have been master-planned and organized in phases to provide the maximum value enhancement and benefits to the Zone, the City and the surrounding community.

Description of Zone

The Zone will be located in the northwest sector of the City of McAllen ETJ. The exact location and legal description of the Zone are identified in the survey and field notes attached as **Exhibit 1**.

Project Feasibility

The feasibility of the Project has been analyzed by an independent economist and the Developer. The results of this analysis establish that the Project is both economically feasible and is within market absorption capabilities. According to national employment creation statistics by type and square footage of development, it is estimated that the Project could create in excess of 8,000 new jobs, and over $200,000,000.00 in annual payroll within the McAllen area, which will provide tremendous benefits to the municipality in the form of increased economic stimulus, ad valorem, and sales tax revenues.

Based on the above economic factors, creation of the Zone and approval of the Project and Finance Plan is in the best interest of the City and is in furtherance of its municipal and governmental purposes.

FINANCE PLAN

Tax Increment Financing

The Tax Increment Financing Act (Chapter 311 of the Tax Code), provides for counties and cities to create "reinvestment zones" within which various public works and improvements can be undertaken, using tax increment revenues, bonds or notes, to pay for those improvements. The Act also allows the Zone to participate in the funding of improvements outside the Zone if the improvements benefit the Zone. At the time an area is designated a reinvestment zone for tax increment financing, the existing total of appraised value of real property in the zone is identified and designated as the Tax Increment Base. The Zone will not receive any sales tax revenue collected by the City of County.

Public improvements are made in the area to attract private development that would not otherwise occur. As the costs of new development are added to the tax rolls, property values will rise, and there will be an increase in sales tax revenue as well. This rise in new ad valorem value is called the "captured appraised value." The taxes that are collected by the participating taxing jurisdictions on the increment between the frozen value and the new higher value, or the Tax Increment, are then deposited into a TIF Fund, which is used to reimburse or pay for the approved improvements. Once the public improvements are completed and reimbursed, the TIF and Zone are dissolved and any remaining amounts of taxes collected are kept by the taxing jurisdiction. In addition the TIF will be dissolved if the Developer is in Default and does not cure the Default, or if the reimbursements for Public Infrastructure Improvements are paid earlier than

anticipated. In effect, the taxing jurisdictions are "investing" future earnings to receive the benefit of higher tax revenues from new development. Taxing jurisdictions are not restricted from reassessing property value or changing their tax rate as allowed by State law during the life of the Zone.

Financing Plan Overview

The Tax Increment Base is $1,064,613.00 (hereinafter also referred to "Base Value"). The City has agreed to participate in the ZONE by contributing to the Tax Increment Fund an amount equal to 80% of the revenue generated from the CITY M&O Tax Rate as assessed and collected on the Captured Appraised Value for each respective tax year during the term of the ZONE. In no event shall the CITY contribution to the Tax Increment Fund be greater than $120,990,149.00 over the life of the ZONE beginning with the 2014 tax year. The County has indicated that it will participate in the ZONE by contributing to the Tax Increment Fund an amount equal to 77% of the revenue generated from the COUNTY M&O Tax Rate (as defined in the Interlocal Agreement) as assessed and collected on the Captured Appraised Value for each respective tax year during the term of the ZONE. In no event shall the COUNTY contribution to the Tax Increment Fund be greater than $143,318,484.00 over the life of the ZONE beginning with the 2014 tax year.

The Zone provides funding for approximately +/-$258,940,901.00 of planned Public Infrastructure Improvements which are eligible for reimbursement, including interest, and Administrative Costs paid to the City and County for administering the Zone. In addition, this Project and Finance Plan authorizes reimbursement of the Pre-TIRZ Administrative Costs to the City in an amount not to exceed $70,000.00, with said amount to be paid from the contingency or surplus funds as shown on the Sources & Uses Table set forth on **Exhibit 5**. The Finance Plan indicates that the Zone will yield adequate revenues to provide for incremental financing of the Project as indicated in **Exhibits 4 through 9**. The total projected revenue of the Zone is $264,308,634.00.

Financing Method: Initial financing is being accomplished through equity invested by the Developer through private investments and conventional land development bank loans, the issuance of Tax Increment Bonds (hereinafter also referred to as "Bonds") when available, as well as other funding sources. No taxing jurisdiction is guaranteeing the repayment of these loans; they remain the obligation of the Developer. In the event Bonds are issued they will not become obligations of the City or County. When Bonds are issued by the City, only the pledged Available Tax Increment can be looked to for repayment of those obligations. Other Public Infrastructure Improvements included in the Project and Finance Plan will be funded through similar financing sources and reimbursed to the Developer, as Available Tax Increment is available. Bonds are projected to be issued for the Project with the assistance of the City upon the completion of 900 homes which are built and assessed in the Project. If Bonds are issued, the Available Tax Increment from the Zone will serve as the **only** repayment source for the Bonds.

Priority of Payment: The City and the Board shall disburse funds from the Tax Increment Fund (or Bond revenues) to pay expenditures in the following order or priority of payment:

1. FIRST, to reimburse the City for reasonable Pre-TIRZ Administrative Costs approved by the Zone;

2. SECOND, payment of Administrative Costs to the City and County pursuant to the Interlocal Agreement;

3. THIRD, to reimburse the City for the City Project Costs, plus interest, as provided in the Project and Finance Plan, for the City Public Improvements;

4. FOURTH, to pay the debt service on any Tax Increment Bonds issued by the Zone/City which are due and payable in whole or in part from the Available Tax Increment provided they are used to pay costs as set forth in the Project and Finance Plan;

5. FIFTH, to reimburse Developer or City for Project Costs, plus Interest, as provided for in the Project and Finance Plan incurred by the City or Developer, for Public Infrastructure Improvements constructed by either on a first in, first out basis; and

6. SIXTH, to reimburse or pay the cost of any project or improvement that was not included in the original Project and Finance Plan, but was later added as a subsequent project with approval of the ZONE and the CITY.

The foregoing, notwithstanding, no funds will be paid from the Tax Increment Fund to the City or County for its financial and legal services in any dispute arising under the Development Agreement with another participating taxing entity.

Capital Costs: The total capital costs to be incurred for Public Infrastructure Improvements total $232,396,315.00. The Developer's portion of this amount is estimated to be $230,696,315.00, the City's portion of this amount, the City Public Improvements, to be incurred for off-site improvements (extension of fiber optic strands and conduits to the Zone, extension of sewer mains to the Zone, the extension of recycled water trunk mains to the Zone, and the construction of a new fire station to serve the Zone and other areas) are estimated to be $4,050,000.00. The City and County have negotiated a maximum reimbursement to the Developer. It is projected that neither the City nor the Developer will receive any payments until fiscal year 2016. The earliest projected payoff of the capital cost would occur in fiscal year 2044 and includes an estimated reimbursement of the Developer contribution of $230,696,315.00 out of the Project Costs totaling $258,540,901.00.

TIRZ Collections: The TIRZ collections for this project shall not extend beyond December 31, 2045 and may be terminated earlier once each taxing entity has deposited its respective maximum dollar contribution amount described in the table below. Some taxing entities may reach their maximum dollar contribution prior to others and/or prior to the end of the TIRZ; the term of the TIRZ will continue through December 31, 2045 or will terminate once all taxing entities have deposited their maximum dollar contribution, and all obligations of the Zone have been satisfied pursuant to Section 311.017 of the Texas Tax Code.

TABLE-Maximum TIRZ Contribution		
Participating Taxing Entities	**Maximum Dollar Contribution**	**Maximum Length of Contribution**
City of McAllen, Texas	$120,990,149.00	December 31, 2045
Hidalgo County	$143,318,484.00	December 31, 2045
Maximum Contribution Amount	$264,308,634.00	

Developer's Risk**:** All financing, development costs, construction costs, improvements, damages, or other costs incurred by the Developer with respect to this project are at the sole risk of the Developer. Neither the City nor County shall incur any risk of loss whatsoever associated with the development, construction, completion, or failure of the Project, if such loss is due to Developer. In the event that the Project fails, is abandoned by the Developer, or for any reason is not completed, the City shall have the right to terminate the TIRZ and any funds remaining in the TIRZ account after payment of approved reimbursements shall be distributed to the City and County on a pro-rata basis in accordance with each entity's participation level.

Limited Obligation of the City and County: Except for the financial obligation of the City to construct the City Public Improvements the City and County obligations shall be limited to the City imposing and collecting taxes and the County imposing taxes, and both the City and the County depositing such tax receipts into the Tax Increment Fund during the term of the TIRZ for so long as the Project is viable, the Developer is not in Default, and eligible project costs and capital costs (and interest thereon) incurred by the Developer have not been fully paid. The TIRZ collections for this Project shall not extend beyond 30 years or past the collection of taxes assessed for the year 2044 (and collected in 2045), and may be terminated prior to December 31, 2044 upon payment of the total amount of reimbursement for Project Costs to the Developer as provided in the Development Agreement, or for Default by the Developer as set forth in the Development Agreement, or as allowed by Section 311.017 of the Texas Tax Code.

Any costs incurred by the Developer are not, and shall not in any event become, general obligations or debt of the City or County. The Project Costs incurred by the Developer shall be paid solely by the TIRZ revenues contributed to the Zone and shall never constitute a debt, indebtedness, or a pledge of the faith and credit or taxing power of the State, the City, County, or any political corporation, subdivision, or agency of the State of Texas, other than the TIRZ, which is funded solely by the pledged Tax Increment of the City and County.

Financing Policy: This Project and Finance Plan limits the amount of City and County Available Tax Increment (80% of the CITY M&O Tax Rate and 77% of the County M&O Tax Rate) paid to finance repayment of the City and Developer expenditures for reimbursable public improvements.

Short Term Financing: The short term financing for the Project will be paid through initial capital investment and conventional development loans provided by the Developer for Public Infrastructure Improvements installed by the Developer. The City will fund the initial cost of the City Public Improvements ($4,050,000.00) through advancing City budgeted funds. The Project costs advanced by the Developer and City for construction of their respective public improvements will be reimbursed according to the approved priority of payment as TIF Funds become available in the balance of the Tax Increment Fund.

Long Term Financing/Bonds: To minimize the cost of interest incurred by the Project, the Zone will recommend the issuance of, and the City will issue (contingent upon City Commission approval), Tax Increment Bonds when 900 homes have been completed within the Zone and are being assessed ad valorem taxes. It is projected that the Tax Increment Bonds will be issued in the fourth year of the Project and Finance Plan (2018). The amount of the issuance will be the maximum amount as is reasonably and prudently determined by the City and its financial advisers that can be debt-serviced and underwritten at reasonably acceptable interest rates at the time of issuance based upon the amount of the pledged tax

increment that is being generated within the Zone according to the City's debt issuance policies and State of Texas public finance requirements.

Financial Assumptions

The Finance Plan is based upon conservative assumptions. Accordingly, the Finance Plan assumes that there will be no tax rate changes during the project term, and assumes an increase in assessed values of existing tax base of only 1.015% per year rather than the actual average appreciation rate which is historically in excess of 3% per year.

The Finance Plan also assumes that the taxing entities will continue to collect tax revenues at the same rate and that homestead and other exemption rates will remain unchanged. Build-out rates of tax base within the Finance Plan are based on conservative rates of absorption established from historical market data collected from the Rio Grande Valley demographics.

Financial Feasibility

Based on the private development plans, public improvement program, budgets and general financing strategy, financial assumptions, and the feasibility study prepared by H.E. Skip Preble, MAI, CCIM, of Boerne, Texas, and as required by Section 311.011(c)(3) of the Texas Tax Code, the City of McAllen City Commission finds that the Finance and Project Plan is economically feasible.

Financial and Governance Policies

Pursuant to Chapter 311 of the Texas Tax Code, the Zone will be governed by a nine-member Board of Directors appointed by the City Commission, the Board of Directors of the ZONE (hereinafter also referred to as the "TIRZ Board"). The TIRZ Board members shall include: a City designee, a County designee, and five other initial members all of whom must be the owners of real property within the Zone, or an agent or employee of an owner of real property in the Zone; the other two board members shall be the State Senator and State Representative representing the districts in which the Zone is located. The chairperson of the TIRZ Board will be designated by the City Commission.

The TIRZ Board will operate pursuant to Robert's Rules of Order and will adopt rules governing the management of the TIRZ. These rules are designed to ensure conformity with all Texas Tax Code rules and regulations, including but not limited to the requirement that all Public Infrastructure Improvements are publically bid and that all meetings are held in compliance with the Texas Open Meetings Act. The TIRZ Board may make non-Material Changes within the Project and Finance Plan, provided that said changes do not violate the competitive bidding requirements for public infrastructure improvements as required by Texas law. Additional guidelines and requirements for carrying out the Project and additional rights and obligations of the City, County, and Developer are contained in the City ordinances creating the Zone, approving the Finance Plan and Project Plan, as well as in the Development Agreement and the Interlocal Agreement related to the Project.

Compliance: The Developer shall comply with all applicable federal, state and local laws, rules and regulations, including all those relating to the construction of public improvements.

Reporting: The Developer shall submit a project status report and financial report on a semi-annual basis to the City.

Inspection: The Developer shall allow the City, County and/or the Board of Directors for the ZONE reasonable access to the Project site or sites for inspections during and upon completion of construction upon reasonable notice.

The TIRZ Board may from time-to-time recommend amendments to these financial policies to the City which, if adopted by the City, may affect the operation of the Zone.

Conclusions

Based upon a set of conservative assumptions and an analysis of the Zone Project and Finance Plan, the TIRZ Board and the Commission of the City of McAllen has concluded that the TIRZ Project and Finance Plan is economically feasible in compliance with Chapter 311 of the Texas Tax Code.

The success of the Project within the Zone will encourage other large planned mixed-use developments with higher values. The new residential population base: will support an expanding retail base, will supplement the existing job market by adding over 8,000 new jobs, and will attract additional private development into the Zone and surrounding area. In addition, the Zone will serve to stabilize and enhance future property values in the City of McAllen and Hidalgo County, and will serve the municipal and governmental purpose of protecting the public safety and welfare.

[Remainder of Page Intentionally Left Blank-Project Plan and Finance Plan Continue on Next Page]

APPENDIX & EXHIBITS
TIRZ REQUIREMENTS

Section 311 of the Texas Tax Code (Tax Increment Financing Act) specifies that TIRZ Project and Finance Plans meet certain requirements. These requirements are listed below, along with a reference indicating where these elements can be located in the Project and Finance Plan. All of the exhibits identified below in this Appendix are incorporated into the Project and Finance Plan of the Zone as if fully set forth herein, and are made a part hereof for all purposes:

Project Plan

1. Survey and Field Notes of Property	Exhibit 1
2. Map of proposed improvements and uses- Tres Lagos Master Plan	Exhibit 2A
Map of existing uses and conditions	Exhibit 2B
3. Proposed changes of zoning ordinances, waivers and exceptions to subdivision rules and regulations	Exhibit 3
4. Estimated non-project costs	None claimed
5. Relocation plan for current residents	Not Applicable (no current residents)

Finance Plan

1. Summary	Exhibit 4
2. Detailed estimate of Project Costs including Administrative Costs	Exhibit 5 & Exhibit 7
3. Proposed Public Improvements (location, kind, number)	Exhibit 5 & Exhibit 9
4. Finding that Plan is economically feasible/economic feasibility study	Pages 8 & 12
4. Project timeline	Exhibit 4 & Exhibit 8
5. Estimated amount of bonded indebtedness	Exhibit 6 & Page 12
6. Time when costs/obligations will be incurred	Exhibit 5 & Pages 11 & 12
7. Methods of financing, sources of revenue	Exhibit 6 & Pages 9, 11 & 12
8. Current total appraised value	Exhibit 4
9. Estimated captured appraised value	Exhibit 6 & Exhibit 7
10. Duration of Zone	Exhibit 4

Exhibit 1
Field Notes of Property & Survey

Tract 1: A tract of land containing 2561.402 acres situated in the County of Hidalgo, Texas, being 2571.402 acres comprised of 1.) 18.865 acres being a part or portion of LOT 54-7, OUT OF THE AMENDED MAP OF LOTS 53-6, 54-6, 55-6, 56-6, 57-6, 58-6, 59-6, 53-7, 54-7, 55-7, 56-7, 57-7, 58-7, 59-7, 53-8 & 53-9, WEST ADDITION TO SHARYLAND SUBDIVISION, according to the plat thereof recorded in Volume 6, Page 42, Hidalgo County Map Records, 2.) ALL OF SECTION 223, TEXAS-MEXICAN RAILWAY CO. SURVEY according to the plat thereof recorded in Volume 8, Page 54, Hidalgo County Map Records; 3.) ALL OF SECTION 224,TEXAS-MEXICAN RAILWAY CO. SURVEY according to the plat thereof recorded in Volume 411, Page 149-150, Hidalgo County Deed Records; 4.) a part or portion of SECTION 227, TEXASMEXICAN RAILWAY CO. SURVEY; 5.) a part or portion of SECTION 230, TEXAS-MEXICAN RAILWAY CO. SURVEY; 6.) a part or portion of SECTION 232, TEXAS-MEXICAN RAILWAY CO. SURVEY according to the patent issued by the State of Texas, to W. S. Daugherty recorded in Volume 4, Page 142-143, Hidalgo County Deed Records, SAVE AND EXCEPT 10.00 acres conveyed to Hidalgo County Irrigation District No. 7 by virtue of a Warranty Deed recorded in Volume 622, Page 638, Hidalgo County Deed Records, said 2571.402 acres also being more particularly described as follows:

BEGINNING at the Northeast corner of Section 232 Texas –Mexican Railway Co. Survey located on the city limits of the City of McAllen for the Northeast corner of this tract;

1. THENCE, in a Southwesterly direction along the East Lot line of Lot 232 and the city limits of the City of McAllen to the Southeast corner of said lot for the Northernmost Southeast corner of this tract;

2. THENCE, N 80° 23' 30" W along the South line of said Section 232, the North line of Lots 35-68, Section 229, Tex-Mex as per plat thereof recorded in Volume 12, Page 55, Hidalgo County Map Records, and within Mile 9 Road right-of-way, a distance of 5175.14 feet to an iron pipe found for the Southwest corner of said Section 232, and the Northeast corner of Section 230 for an inside corner of this tract;

3. THENCE, S 09° 05' 05" W along the East line of said Section 230, and the West line of Section 229, as per said plat thereof recorded in Volume 12, Page 55, Hidalgo County Map Records, at a distance of 2519.05 feet pass an iron pipe found in line, and now continuing along the West line of Section 229, Tex-Mex, as per plat thereof recorded in Volume 12, Page 22, Hidalgo County Map Records, and continuing a total distance of 3295.30 to an outside corner of this tract;

4. THENCE, N 80° 48' 32" W a distance of 251.52 feet (250.00 feet) to an iron rod set for an inside corner of this tract;

5. THENCE, S 08° 44' 55" W, at a distance of 20.00 pass an iron pipe found in line, and continuing a total distance of 250.00 feet to an iron pipe found for an outside corner of this tract;

6. THENCE, N 80° 55' 38" W a distance of 2503.36 feet (2503.2 feet) to an iron pipe found for an inside corner of this tract;

7. THENCE, S 09° 02' 13" W at a distance of 1611.44 feet pass the North right-of-way line of Mile 8 Road, and continuing a total distance of 1631.44 feet to the Southernmost Southeast corner of this tract;

8. THENCE, N 80° 48' 07" W along the South line of said Section 230, and within said Mile 8 Road right-of-way, a distance of 627.20 feet to an iron rod found for the centerline of Glasscock Road, and for an angle point of this tract;

9. THENCE, N 80° 47' 57" W along the South line of said Section 230, said Section 223, and within said Mile 8 Road right-of-way, a distance of 2644.96 feet to a concrete monument found for the centerline of Stewart Road, and for an angle point of this tract;

10. THENCE, N 81° 10' 51" W along the South line of said Section 223, and within said Mile 8 Road right-of-way, at a distance of 2658.21 feet pass an iron rod found in line and for the center line of Bryan Road, and continuing a total distance of 4164.66 feet to the Southwest corner of said Section 223, and for the Southernmost Southwest corner of this tract;

11. THENCE, N 08° 59' 01" E along the West line of said Section 223, a distance of 1554.21 feet to an iron rod set for an inside corner of this tract;

12. THENCE, N 81° 02' 31" W along the South line of said Section 223, and said Section 224, at a distance of 1161.82 feet pass an iron rod found in line, at a distance of 2462.04 feet pass an iron rod found in line, and continuing a total distance of 2915.12 feet to an iron pipe found for the Southwest corner of said Section 224 and to a point on the East line of said Lot 54-7, for an inside corner of this tract;

13. THENCE, S 08° 59' 01" W along the East line of said Lot 54-7, a distance of 110.00 feet to the Southeast corner of said Lot 54-7, for an outside corner of this tract;

14. THENCE, N 81° 17' 16" W along the South line of said Lot 54-7, at a distance of 761.50 feet pass a No.4 rebar set for the East right-of-way line of F.M. Road 2993 (Cantu Road), continuing a total distance of 791.50 feet to the Southwest corner of said Lot 54-7, for the Northernmost Southwest corner of this tract;

15. THENCE, N 08° 42'44" E along the West line of said Lot 54-7 and within the right-of-way of F.M. Road 2993 (Cantu Road), a distance of 280.00 feet to an outside corner of this tract;

16. THENCE, S 81° 17' 16" E at a distance of 30.00 feet pass a No.4 rebar set for the East right-of-way line of F.M. Road 2993 (Cantu Road), continuing along the South line of The Frass Subdivision (Vol.25, Pg.134-A H.C.M.R.), for a total distance of 205.00 feet to a No.4 rebar set at the Southeast corner of said The Frass Subdivision, for an inside corner of this tract;

17. THENCE, N 08° 42' 46" E along the East line of said The Frass Subdivision, a distance of 125.00 feet to a No.4 rebar set at the Northeast corner of said The Frass Subdivision, for an inside corner of this tract;

18. THENCE, N 81° 17'16" W along the North line of said The Frass Subdivision, at a distance of 175.00 feet pass a No.4 rebar set for the East right-of-way line of F.M. Road 2993 (Cantu Road), continuing a total distance of 205.00 feet to an outside corner of this tract;

19. THENCE, N 08° 42'44" E along the West line of said Lot 54-7 and within the right-of-way of F.M. Road 2993 (Cantu Road), a distance of 692.13 feet to the Southernmost Northwest corner of this tract;

20. THENCE, S 81° 17' 16" E along the South line of a certain 3.82-acre tract, at a distance of 30.00 feet pass a No.4 rebar set for the East right-of-way line of F.M. Road 2993 (Cantu Road), continuing a total distance of 746.69 feet to a No.4 rebar set for an outside corner of this tract;

21. THENCE, S 08° 59' 01" W along the West line of a tract conveyed to Hidalgo Co. Water Control & Imp. Dist. No.7 (now United Irrigation District) by virtue of a Deed recorded in Vol.519, Pg.65, Hidalgo County Deed Records, a distance of 477.14 feet to a No.4 rebar set for an inside corner of this tract;

22. THENCE, S 81° 17' 16" E along the South line of said tract conveyed to Hidalgo Co. Water Control & Imp. Dist. No.7, a distance of 50.00 feet to a No.4 rebar set for an inside corner of this tract;

23. THENCE, N 08° 59' 01" E along the West line of said Section 224, a distance of 2284.35 feet to an iron pipe found for the Northwest corner of said Section 224, and for an outside corner of this tract;

24. THENCE, S 81· 02' 31" E along the North line of said Section 224, a distance of 2554.12 feet to an iron rod set for the Northeast corner of said Section 224, and for an inside corner of this tract;

25. THENCE, N 08· 59' 01" E along the West line of said Section 223, a distance of 854.95 feet to an iron pipe found for the Northwest corner of said Section 223, and for an outside corner of this tract;

26. THENCE, S 80· 46' 58" E along the North line of said Section 223, a distance of 3177.65 feet to an iron pipe found for an angle point of this tract;

27. THENCE, S 80· 45' 29" E along the North line of said Section 223, a distance of 2102.46 feet to an iron pipe found for the Northeast corner of said Section 223, and for an inside corner of this tract;

28. THENCE, N 09· 03' 26" E along the West line of said Section 227, at a distance of 3795.04 feet pass an iron pipe found in line, and continuing a distance of 5216.19 feet to an iron pipe found for the South right-of-way line of Monte Cristo Road (F.M. 1925) and a distance of 5,256.19 feet to the Northwest corner of Section 227 and the Northernmost Northwest corner of this tract;

29. THENCE, in a Southeasterly direction along the North lot line of Section 227 and 232 to the Northeast corner of Section 232 to the POINT OF BEGINNING, and containing 2571.402 acres, SAVE AND EXCEPT the above mentioned 10.00 acres conveyed to Hidalgo County Irrigation District No. 7, leaving 2,561.402 acres of land, more or less, as shown in Exhibit A.

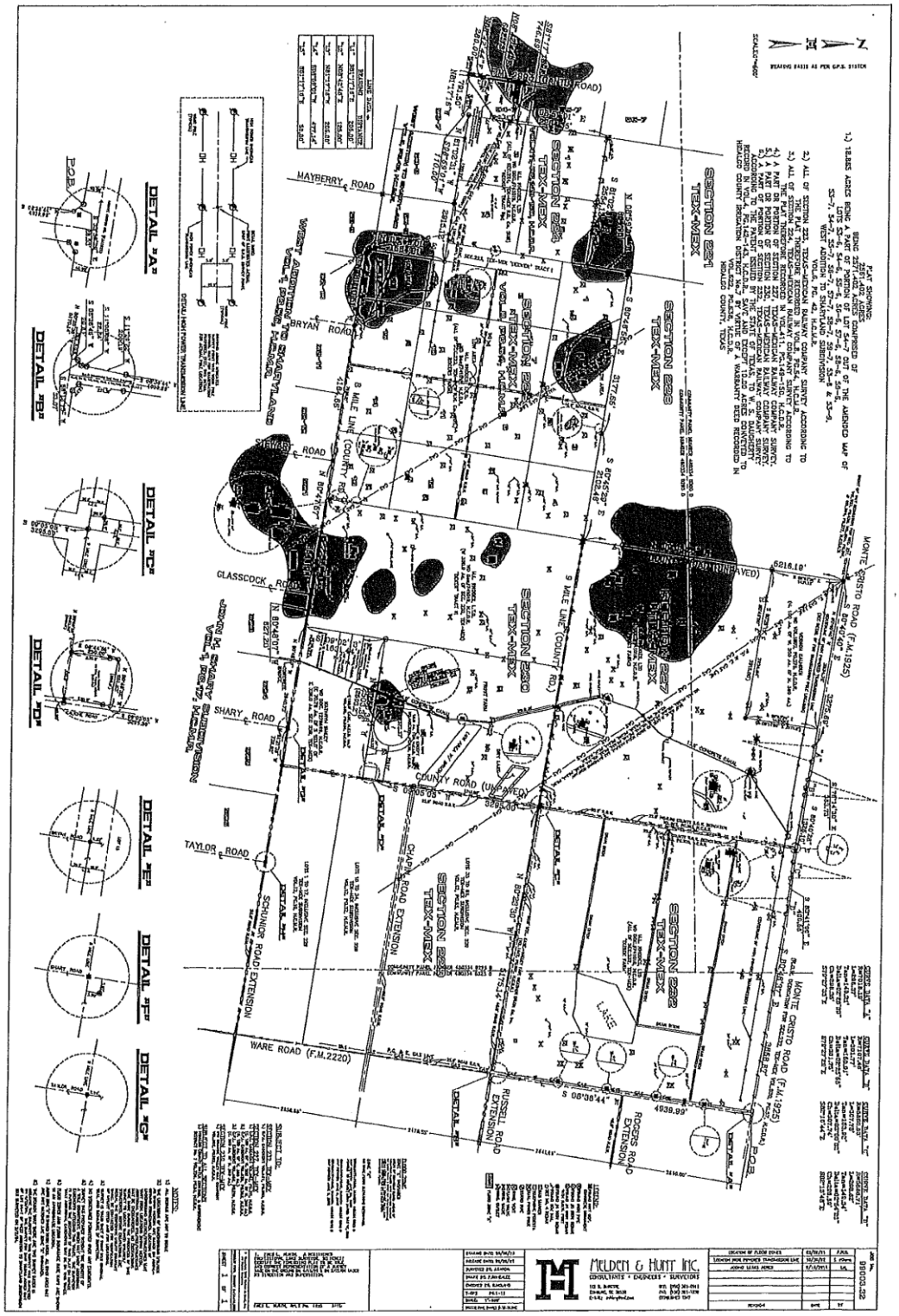
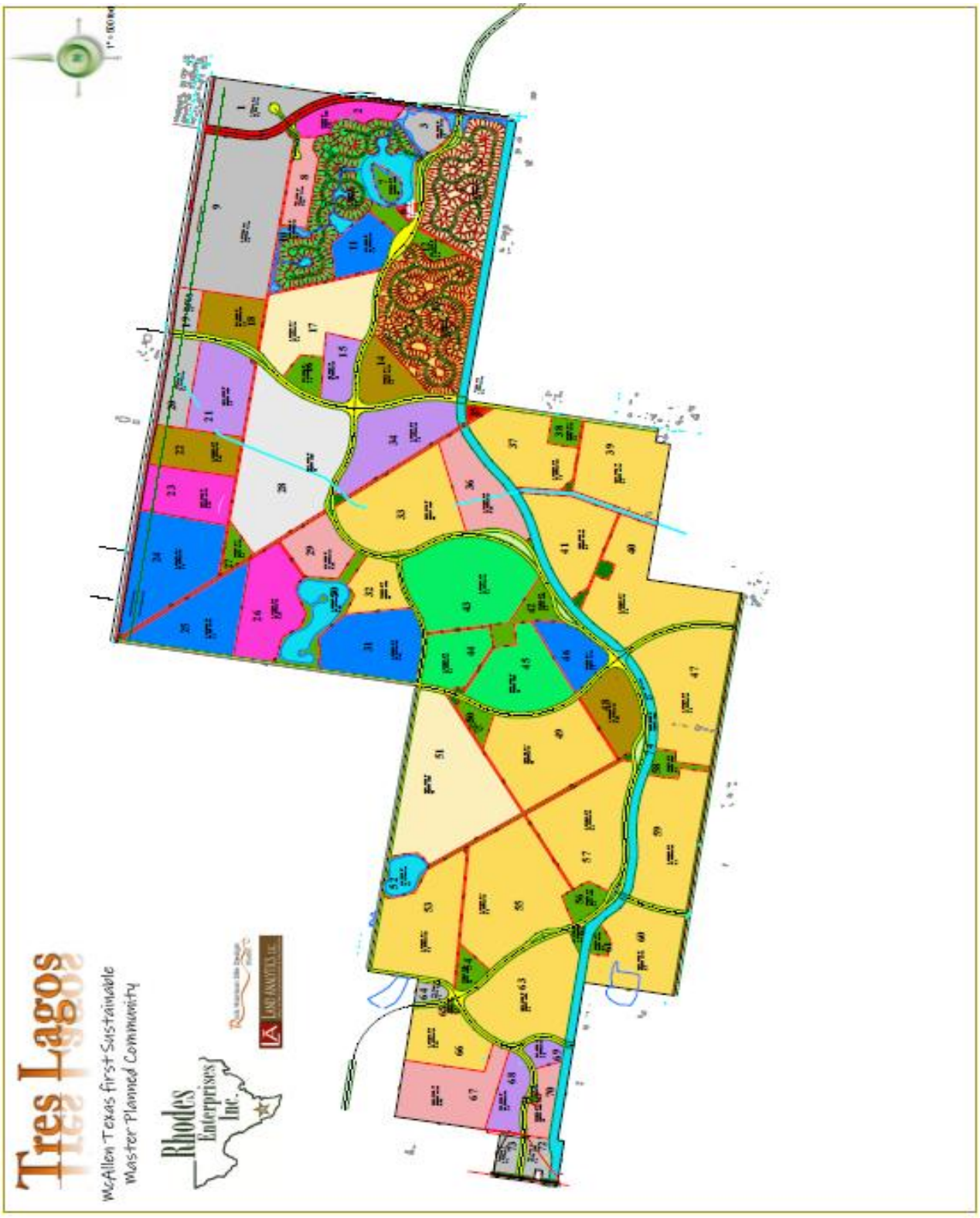

MAYBERRY ROAD
BRYAN ROAD
STEWART ROAD
GLASSCOCK ROAD
SHARY ROAD
TAYLOR ROAD
WARE ROAD (F.M.2220)
MONTE CRISTO ROAD (F.M.1925)
COUNTY ROAD (UNPAVED)
SECTION 224 TEX-MEX
SECTION 225 TEX-MEX
SECTION 226 TEX-MEX
SECTION 227 TEX-MEX
SECTION 228 TEX-MEX
SECTION 229 TEX-MEX
SECTION 230 TEX-MEX
SECTION 231 TEX-MEX
WEST ADDITION TO SHARYLAND
JOHN M. SHARY SUBDIVISION
CHAPIN ROAD EXTENSION
SCHUNIOR ROAD EXTENSION
RUSSELL ROAD EXTENSION
ROGERS ROAD EXTENSION
LAKE
DETAIL "A"
DETAIL "B"
DETAIL "C"
DETAIL "D"
DETAIL "E"
DETAIL "F"
DETAIL "G"
MELDEN & HUNT INC.
CONSULTANTS • ENGINEERS • SURVEYORS

Exhibit A

Exhibit 2
A. Map of Proposed Improvements and Uses



B. Map of Existing Uses and Conditions

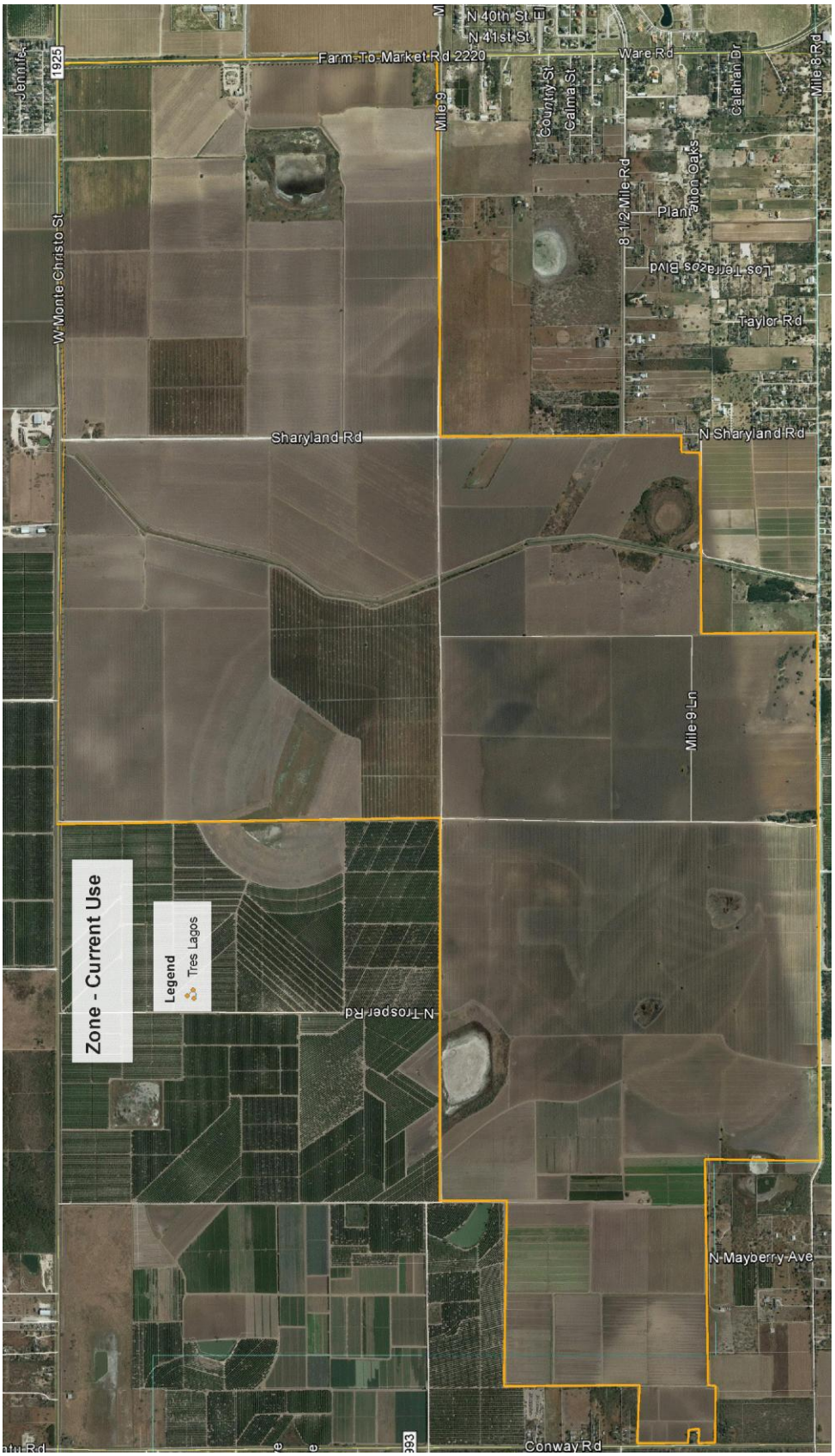


Exhibit 3
A. Waivers and Exceptions to the City of McAllen Platting Regulations

The following specific waivers and exceptions will be required for the Project.

1. The requirement that two access points must be provided into any subdivision with over 20 lots shall not apply to this Project. Emergency access walks/drives shall be recognized as secondary access points for emergency service vehicles.

2. The requirement that the maximum street length ending in a cul-de-sac shall be 600 feet will not apply to this Project provided the unit of development enjoying the variance is designed and platted using the 'coving method' and there are emergency access walks/drives serving the unit of development.

3. The requirements pertaining to sidewalks contained in the City's Development Code will not apply to this Project provided a sidewalk having a width of at least adequate for pedestrian and bike traffic is provided in a plan that is sealed by the registered engineer designing the unit of development.

4. The requirements pertaining to side yard set-backs from property line will be five (5) feet rather than six (6) feet as required by the City Development Code.

5. The requirements pertaining to front yard set-backs for R-1 zoning will be 20 feet rather than the 25 feet as required by the City Development Code.

6. There will be no park fee collected because the parkland dedication will exceed the **CITY**'s requirements as of 10/30/2014.

B. Current and Future Land Use/Zoning

Tract	Acreage	Current Land Use	Zoning District
1	28.7499 acres	Open Space-Agricultural	C-4- Commercial Industrial
2	15.0000 acres	Open Space-Agricultural	R-3A- Apartment Residential
3	11.5000 acres	Open Space-Agricultural	C-4- Commercial Industrial
4	55.000 acres	Open Space-Agricultural	R-1- Single Family Residential
5	81.0000 acres	Open Space-Agricultural	R-1- Single Family Residential
6	2.0000 acres	Open Space-Agricultural	C-4- Commercial Industrial
7	12.0000 acres	Open Space-Agricultural	R-1- Single Family Residential
8	15.0000 acres	Open Space-Agricultural	R-3A- Apartment Residential
9	100.0000 acres	Open Space-Agricultural	C-4- Commercial Industrial
10	4.4665 acres	Open Space-Agricultural	R-1- Single Family Residential
11	20.0000 acres	Open Space-Agricultural	C-4- Commercial Industrial
12	5.4285 acres	Open Space-Agricultural	R-1- Single Family Residential
13	79.0000 acres	Open Space-Agricultural	R-1- Single Family Residential
14	19.6183 acres	Open Space-Agricultural	C-4- Commercial Industrial
15	15.0000 acres	Open Space-Agricultural	C-4- Commercial Industrial
16	8.1425 acres	Open Space-Agricultural	C-4- Commercial Industrial
17	52.0000 acres	Open Space-Agricultural	R-1- Single Family Residential

18	20.0000 acres	Open Space-Agricultural	C-4- Commercial Industrial
19	7.4507 acres	Open Space-Agricultural	C-4- Commercial Industrial
20	18.3713 acres	Open Space-Agricultural	C-4- Commercial Industrial
21	35.0000 acres	Open Space-Agricultural	C-4- Commercial Industrial
22	25.0000 acres	Open Space-Agricultural	R-3A- Apartment Residential
23	30.0000 acres	Open Space-Agricultural	R-3A- Apartment Residential
24	56.9548 acres	Open Space-Agricultural	C-4- Commercial Industrial
25	39.7438 acres	Open Space-Agricultural	C-4- Commercial Industrial
26	40.0000 acres	Open Space-Agricultural	R-3A- Apartment Residential
27	5.6970 acres	Open Space-Agricultural	R-1- Single Family Residential
28	99.0000 acres	Open Space-Agricultural	C-4- Commercial Industrial
29	21.0000 acres	Open Space-Agricultural	R-3A- Apartment Residential
30	29.1412 acres	Open Space-Agricultural	R-3A- Apartment Residential
31	43.7021 acres	Open Space-Agricultural	R-3A- Apartment Residential
32	18.0000 acres	Open Space-Agricultural	R-1- Single Family Residential
33	60.5814 acres	Open Space-Agricultural	R-1- Single Family Residential
34	42.4782 acres	Open Space-Agricultural	C-4- Commercial Industrial
35	1.6301 acres	Open Space-Agricultural	C-4- Commercial Industrial
36	33.0000 acres	Open Space-Agricultural	R-3A- Apartment Residential
37	41.0000 acres	Open Space-Agricultural	C-4- Commercial Industrial
38	6.0000 acres	Open Space-Agricultural	C-4- Commercial Industrial
39	49.0000 acres	Open Space-Agricultural	R-1- Single Family Residential
40	67.5000 acres	Open Space-Agricultural	R-1- Single Family Residential
41	40.5000 acres	Open Space-Agricultural	R-1- Single Family Residential
42	12.2107 acres	Open Space-Agricultural	R-1- Single Family Residential
43	68.6857 acres	Open Space-Agricultural	R-1- Single Family Residential
44	23.5000 acres	Open Space-Agricultural	R-1- Single Family Residential
45	41.7396 acres	Open Space-Agricultural	C-4- Commercial Industrial
46	20.0000 acres	Open Space-Agricultural	C-4- Commercial Industrial
47	67.0000 acres	Open Space-Agricultural	R-1- Single Family Residential
48	23.9745 acres	Open Space-Agricultural	R-3A- Apartment Residential
49	62.0000 acres	Open Space-Agricultural	R-1- Single Family Residential
50	6.0000 acres	Open Space-Agricultural	R-1- Single Family Residential
51	92.0000 acres	Open Space-Agricultural	R-1- Single Family Residential
52	10.3235 acres	Open Space-Agricultural	R-1- Single Family Residential
53	57.3405 acres	Open Space-Agricultural	R-1- Single Family Residential
54	6.3298 acres	Open Space-Agricultural	C-4- Commercial Industrial
55	79.0000 acres	Open Space-Agricultural	R-1- Single Family Residential
56	8.0321 acres	Open Space-Agricultural	R-1- Single Family Residential
57	57.5000 acres	Open Space-Agricultural	R-1- Single Family Residential
58	6.2000 acres	Open Space-Agricultural	R-1- Single Family Residential
59	57.0000 acres	Open Space-Agricultural	R-1- Single Family Residential
60	46.0000 acres	Open Space-Agricultural	R-1- Single Family Residential
61	3.1158 acres	Open Space-Agricultural	R-1- Single Family Residential
62	1.5466 acres	Open Space-Agricultural	R-1- Single Family Residential
63	59.0000 acres	Open Space-Agricultural	R-1- Single Family Residential
64	3.9616 acres	Open Space-Agricultural	C-4- Commercial Industrial
65	0.7792 acres	Open Space-Agricultural	C-4- Commercial Industrial
66	29.0000 acres	Open Space-Agricultural	R-3A- Apartment Residential
67	42.0000 acres	Open Space-Agricultural	R-3A- Apartment Residential
68	16.0000 acres	Open Space-Agricultural	C-4- Commercial Industrial
69	6.0000 acres	Open Space-Agricultural	C-4- Commercial Industrial
70	12.0000 acres	Open Space-Agricultural	C-4- Commercial Industrial
71	0.6336 acres	Open Space-Agricultural	C-4- Commercial Industrial

72	6.9196 acres	Open Space-Agricultural	C-4- Commercial Industrial
73	5.9685 acres	Open Space-Agricultural	C-4- Commercial Industrial
74	72.2971 acres	Open Space-Agricultural	C-4- Commercial Industrial

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Exhibit 4

A. Summary Fact Sheet

Proposed Tres Lagos Tax Increment Finance Zone

Estimated 30 Year Build out of Residential, Multi-Family, & Commercial

Summary Fact Sheet

February 20, 2015

Site Area		**2,571**	**+/- Acres**	
2014 Base Value		**$1,064,613.00**		
				Taxable Value
	Residential Units (SF/MF) 2.5 du/acre	**239**	**Acres**	**$ 289,261,974.70**
	3.5 du/acre	**513**	**Acres**	**$ 646,356,673.82**
	4.5 du/acre	**697**	**Acres**	**$ 575,364,753.07**
	Multifamily 10 du/acre	**48**	**Acres**	**$ 58,642,983.99**
	Multifamily 15 du/acre	**70**	**Acres**	**$ 90,841,924.27**
	Townhomes 8 du/acre	**75**	**Acres**	**$ 110,833,324.31**
	Sales Center	**4**	**Acres**	**$ 1,000,000.00**
	Commercial / Retail	**192**	**Acres**	**$ 319,976,279.19**
	Commercial / Office	**97**	**Acres**	**$ 267,955,187.64**
	University Campus/Flex	**105**	**Acres**	**$ 209,547,875.14**
	School Site	**80**	**Acres**	**$ -**
	Church, Mosque, Synagogue	**90**	**Acres**	**$ -**
	Roadway	**135**	**Acres**	**$ -**
	Drainage	**76**	**Acres**	**$ -**
	Parks	**121**	**Acres**	**$ -**
Totals		**2,542**	**Acres**	**$ 2,569,780,976.14**

Estimated Taxable Value Created	**$**	**2,569,780,976**
McAllen TIF Assessed Rate	**$**	**0.4313**
County TIF Assessed Rate	**$**	**0.5308**
Tax Collection Rate		**100.00%**
Est. Infrastructure Costs	**$**	**258,940,901**
Est. Total Net TIF Revenues	**$**	**264,308,634**
Excess (Shortage) TIF Revenues	**$**	**5,367,733**
Est. TIF Life		**30 Years**

The projections and estimates contained in this Finance and Project Plan are subject to and may be impacted by market & economic conditions both domestic & international. Actual completion & construction of the Project may take more or less time than described herein. However it is understood that the Developer will use its best efforts to complete the project as quickly as economically feasible. A growth rate of 1.015% per year has been used to establish value of future tax basis.

B. Overall Summary with Escalators Table

Proposed Tres Lagos Tax Increment Finance Zone
Finance Plan - Overall Summary with Escalators (30 year)
Tax Value added by year with escalator

	Development Year	2015	2016	2017	2018	2019	2020
Development Type/ by acre	Total Current Value	1	2	3	4	5	6
Single Family 2.5 du/acre	233,025,000	-	8,035,345	8,155,875	8,278,213	8,402,386	8,528,422
Single Family 3.5 du/acre	520,695,000	-	17,955,000	18,224,325	18,497,690	18,775,155	19,056,783
Single Family 4.5 du/acre	463,505,000	-	15,982,931	16,222,675	16,466,015	16,713,005	16,963,700
School Site	-	-	-	-	-	-	-
Church, Mosque, Synagogue	-	-	-	-	-	-	-
Technology Park/Campus	171,517,500	-	-	-	6,352,500	6,447,788	6,544,504
Multifamily 10 du/acre	48,000,000	-	-	-	1,777,778	1,804,444	1,831,511
Multifamily 15 du/acre	82,950,000	-	-	-	-	6,380,769	-
Townhomes 8 du/acre	90,000,000	-	-	3,214,286	3,262,500	3,311,438	3,361,109
Retail & Commercial	261,904,500	-	-	-	9,700,167	9,845,669	9,993,354
Perimeter ROW	-	-	-	-	-	-	-
Interior ROW	-	-	-	-	-	-	-
Drainage way & Park	-	-	-	-	-	-	-
Parks in Street Islands	-	-	-	-	-	-	-
Park with Main Trail	-	-	-	-	-	-	-
Sales Center	1,000,000	250,000	-	-	-	-	250,000
Office Use	219,324,600	-	-	-	8,123,133	8,244,980	8,368,655
Major Drainage way	-	-	-	-	-	-	-
Added Value	2,091,921,600	250,000	41,973,276	45,817,161	72,457,996	79,925,635	74,898,039
Projected Construction Costs	232,396,315	22,609	3,795,823	4,143,442	6,552,687	7,228,018	6,773,351
Proposed Tax Revenue - City of McAllen		863	145,687	303,775	553,784	829,559	1,087,987
Proposed Tax Revenue - Hidalgo County		1,022	172,573	359,835	655,983	982,652	1,288,772

	2021	2022	2023	2024	2025	2026	2027
Development Type/ by acre	7	8	9	10	11	12	13
Single Family 2.5 du/acre	8,656,348	8,786,194	8,917,987	9,051,756	9,187,533	9,325,346	9,465,226
Single Family 3.5 du/acre	19,342,634	19,632,774	19,927,265	20,226,174	20,529,567	20,837,511	21,150,073
Single Family 4.5 du/acre	17,218,156	17,476,428	17,738,575	18,004,653	18,274,723	18,548,844	18,827,077
School Site	-	-	-	-	-	-	-
Church, Mosque, Synagogue	-	-	-	-	-	-	-
Technology Park/Campus	6,642,672	6,742,312	6,843,447	6,946,098	7,050,290	7,156,044	7,263,385
Multifamily 10 du/acre	1,858,984	1,886,869	1,915,172	1,943,899	1,973,058	2,002,653	2,032,693
Multifamily 15 du/acre	6,476,481	-	6,573,628	-	6,672,232	-	6,772,316
Townhomes 8 du/acre	3,411,526	3,462,699	3,514,639	3,567,359	3,620,869	3,675,182	3,730,310
Retail & Commercial	10,143,255	10,295,403	10,449,834	10,606,582	10,765,681	10,927,166	11,091,073
Perimeter ROW	-	-	-	-	-	-	-
Interior ROW	-	-	-	-	-	-	-
Drainage way & Park	-	-	-	-	-	-	-
Parks in Street Islands	-	-	-	-	-	-	-
Park with Main Trail	-	-	-	-	-	-	-
Sales Center	-	-	-	-	250,000	-	-
Office Use	8,494,185	8,621,598	8,750,922	8,882,185	9,015,418	9,150,649	9,287,909
Major Drainage way	-	-	-	-	-	-	-
Added Value	82,244,240	76,904,276	84,631,468	79,228,708	87,339,371	81,623,395	89,620,062
Projected Construction Costs	7,437,699	6,954,784	7,653,587	7,164,992	7,898,474	7,381,554	8,104,727
Proposed Tax Revenue - City of McAllen	1,371,763	1,637,113	1,929,126	2,202,497	2,503,852	2,785,486	3,094,711
Proposed Tax Revenue - Hidalgo County	1,624,917	1,939,237	2,285,140	2,608,960	2,965,930	3,299,538	3,665,829

Overall Summary with Escalators Table (Continued)

	2028	2029	2030	2031	2032	2033	2034
Development Type/ by acre	14	15	16	17	18	19	20
Single Family 2.5 du/acre	9,607,204	9,751,312	9,897,582	10,046,046	10,196,736	10,349,688	10,504,933
Single Family 3.5 du/acre	21,467,324	21,789,334	22,116,174	22,447,917	22,784,636	23,126,405	23,473,301
Single Family 4.5 du/acre	19,109,483	19,396,125	19,687,067	19,982,373	20,282,108	20,586,340	20,895,135
School Site	-	-	-	-	-	-	-
Church, Mosque, Synagogue	-	-	-	-	-	-	-
Technology Park/Campus	7,372,336	7,482,921	7,595,164	7,709,092	7,824,728	7,942,099	8,061,231
Multifamily 10 du/acre	2,063,184	2,094,131	2,125,543	2,157,427	2,189,788	2,222,635	2,255,974
Multifamily 15 du/acre	-	6,873,901	-	6,977,009	-	7,081,664	-
Townhomes 8 du/acre	3,786,264	3,843,058	3,900,704	3,959,215	4,018,603	4,078,882	4,140,065
Retail & Commercial	11,257,439	11,426,301	11,597,696	11,771,661	11,948,236	12,127,459	12,309,371
Perimeter ROW	-	-	-	-	-	-	-
Interior ROW	-	-	-	-	-	-	-
Drainage way & Park	-	-	-	-	-	-	-
Parks in Street Islands	-	-	-	-	-	-	-
Park with Main Trail	-	-	-	-	-	-	-
Sales Center	-	-	250,000	-	-	-	-
Office Use	9,427,228	9,568,636	9,712,166	9,857,848	10,005,716	10,155,802	10,308,139
Major Drainage way	-	-	-	-	-	-	-
Added Value	84,090,462	92,225,720	86,882,097	94,908,587	89,250,552	97,670,974	91,948,150
Projected Construction Costs	7,604,661	8,340,367	7,857,121	8,582,991	8,071,310	8,832,805	8,315,266
Proposed Tax Revenue - City of McAllen	3,384,857	3,703,072	4,002,850	4,330,323	4,638,273	4,975,277	5,292,535
Proposed Tax Revenue - Hidalgo County	4,009,521	4,386,462	4,741,563	5,129,470	5,494,251	5,893,448	6,269,255

	2035	2036	2037	2038	2039	2040	2041
Development Type/ by acre	21	22	23	24	25	26	27
Single Family 2.5 du/acre	10,662,507	10,822,444	10,984,781	11,149,553	11,316,796	11,486,548	11,658,846
Single Family 3.5 du/acre	23,825,401	24,182,782	24,545,523	24,913,706	25,287,412	25,666,723	26,051,724
Single Family 4.5 du/acre	21,208,562	21,526,691	21,849,591	22,177,335	22,509,995	22,847,645	23,190,360
School Site	-	-	-	-	-	-	-
Church, Mosque, Synagogue	-	-	-	-	-	-	-
Technology Park/Campus	8,182,149	8,304,881	8,429,455	8,555,896	8,684,235	8,814,498	8,946,716
Multifamily 10 du/acre	2,289,814	2,324,161	2,359,024	2,394,409	2,430,325	2,466,780	2,503,782
Multifamily 15 du/acre	7,187,889	-	7,295,708	-	7,405,143	-	7,516,220
Townhomes 8 du/acre	4,202,166	4,265,199	4,329,177	4,394,114	4,460,026	4,526,927	4,594,830
Retail & Commercial	12,494,012	12,681,422	12,871,643	13,064,718	13,260,689	13,459,599	13,661,493
Perimeter ROW	-	-	-	-	-	-	-
Interior ROW	-	-	-	-	-	-	-
Drainage way & Park	-	-	-	-	-	-	-
Parks in Street Islands	-	-	-	-	-	-	-
Park with Main Trail	-	-	-	-	-	-	-
Sales Center	-	-	-	-	-	-	-
Office Use	10,462,761	10,619,702	10,778,998	10,940,683	11,104,793	11,271,365	11,440,435
Major Drainage way	-	-	-	-	-	-	-
Added Value	100,515,261	94,727,282	103,443,899	97,590,415	106,459,414	100,540,085	109,564,406
Projected Construction Costs	9,090,026	8,566,594	9,354,875	8,825,520	9,627,581	9,092,271	9,908,379
Proposed Tax Revenue - City of McAllen	5,639,352	5,966,200	6,323,122	6,659,848	7,027,176	7,374,079	7,752,120
Proposed Tax Revenue - Hidalgo County	6,680,076	7,067,242	7,490,034	7,888,901	8,324,018	8,734,942	9,182,749

Overall Summary with Escalators Table (Continued)

	2042	2043	2044		
Development Type/ by acre	28	29	30		TOTALS
Single Family 2.5 du/acre	11,833,729	12,011,235	12,191,403	289,261,975	289,261,975
Single Family 3.5 du/acre	26,442,500	26,839,137	27,241,724	646,356,674	646,356,674
Single Family 4.5 du/acre	23,538,215	23,891,288	24,249,657	575,364,753	575,364,753
School Site	-	-	-	-	-
Church, Mosque, Synagogue	-	-	-	-	-
Technology Park/Campus	9,080,917	9,217,130	9,355,387	209,547,875	209,547,875
Multifamily 10 du/acre	2,541,338	2,579,458	2,618,150	58,642,984	58,642,984
Multifamily 15 du/acre	-	7,628,964	-	90,841,924	90,841,924
Townhomes 8 du/acre	4,663,753	4,733,709	4,804,715	110,833,324	110,833,324
Retail & Commercial	13,866,416	14,074,412	14,285,528	319,976,279	319,976,279
Perimeter ROW	-	-	-	-	-
Interior ROW	-	-	-	-	-
Drainage way & Park	-	-	-	-	-
Parks in Street Islands	-	-	-	-	-
Park with Main Trail	-	-	-	-	-
Sales Center	-	-	-	1,000,000	1,000,000
Office Use	11,612,042	11,786,223	11,963,016	267,955,188	267,955,188
Major Drainage way	-	-	-	-	-
Added Value	103,578,909	112,761,556	106,709,581	2,569,780,976	2,569,780,976
Projected Construction Costs	9,367,085	10,197,511	9,650,205		232,396,315
Proposed Tax Revenue - City of McAllen	8,109,509	8,498,582	8,866,772		120,990,149
Proposed Tax Revenue - Hidalgo County	9,606,092	10,066,967	10,503,106		143,318,484

Exhibit 5
Sources & Uses Table

Proposed Tres Lagos Tax Increment Finance Zone
Sources & Uses

Sources of Funds

	Net TIF Revenues	**City of McAllen**	**$ 120,990,149**
	Net TIF Revenues	**Hidalgo County**	**$ 143,318,484**
Total Sources of Funds			**$ 264,308,634**

Uses Of Funds

	Units	Amount	Cost Per Unit	Location	Total Infrastructure Improvements
Public Improvements					
Internal Hard Project Costs					
Site Work	Acres	1550	$ 2,500.00	Project Site	$ 3,875,000
Mile 9 Russell Rd Pav/Drain/light	L.F.	27560	$ 513.00	Site	$ 14,138,280
Shary & Bryan Pav/Drain/light	L.F.	11900	$ 479.50	Site	$ 5,706,050
Glasscock/Stewart/Mayberry	L.F.	10400	$ 354.50	Site	$ 3,686,800
Int. Streets & Drainage	L.F.	154560	$ 214.50	Project Site	$ 53,596,698
Water Reuse System; and Lakes	L.F.	154,460	$ 39.00	Project Site	$ 14,969,651
Water	L.F.	154,560	$ 50.00	Project Site	$ 26,196,890
Spine Water Main	34,100 LF of 20 in,&16 in	LS	na	Offsite and Onsite	$ 3,400,000
Spine Sanitary Sewer Main	15 to 21 inch SS	LS	na	Onsite	$ 2,200,000
Drain Ditch Xings	10' x 10' Box Culvert Xing	5	$ 150,000.00	Ditch Xing with Roads	$ 750,000
Spine Water Reuse	Lake Lining/pumps/tanks	LS	na	50 ac of lake reservoir	$ 3,000,000
Sewer	L.F.	154,560	$ 52.00	Project Site	$ 25,662,259
Parks w/amenities & Landscaping	Acres	121	$ 100,000.00	Project Site	$ 12,100,000
Main Entrances	Each	3	$ 350,000.00	Project Site	$ 1,050,000
Minor Entrances	Each	21	$ 75,000.00	Project Site	$ 1,575,000
Roundabouts	Each	3	$ 85,000.00		$ 255,000
Bus Stops	Each	5	$ 35,000.00	Project Site	$ 175,000
Mail Box Clusters	Each	8500	$ 100.00	Project Site	$ 850,000
Water Impact Fees	AcFt	3125	$ 2,500.00	Project Site	$ 7,812,500
Sewer Impact Fees				Project Site	$ -
Sidewalks	S.F.	755,117	$ 4.00	Project Site	$ 3,020,468
Purchase of Real Property	Acres	40	$ 15,000.00	South Area	$ 600,000
Masonry Walls	LF	52800	$ 80.00		$ 4,224,000
Common Hard Costs					
FTTH, Comm. Wi-Fi, Surveillance		varies	varies	Project Site	$ 13,779,000
				Sub Total:	$ 202,622,596
Soft Project Costs					
Engineering/Surveying/Consulting					$ 16,209,808
Construction Management					$ 2,532,782
Formation Costs & Consulting					$ 900,000
Contingency & City Public Improvements (approx. $4,050,000.00) plus Pre-TIRZ Administrative Costs (up to $70,000)					$ 10,131,130
Subtotals					**$ 232,396,315**

EXPENSE:	
Total Infrastructure	**$ 232,396,315**
Interest Expense / Finance Costs (estimated) @ 4.5%	**$ 26,144,585**
Total	**$ 258,540,901**
Admin. Expenses (City & County)	**$ 400,000**
Grand Total	**$ 258,940,901**
REVENUE:	
Total TIF Revenue	**$ 264,308,634**
Project Financing Surplus (Shortage)	**$ 5,367,733**

The above allocation of costs are estimated and may be changed or adjusted by action of the Board of the TIRZ to meet project requirements pursuant to Section 13.3 of the Development Agreement, however the total maximum contributions of the participating taxing entities and term of the Zone may not be increased without approval by the City Commission and County Commissioners Court.

Exhibit 6

A. TIF Revenue Build Out Assumptions

Proposed Tres Lagos Tax Increment Finance Zone
TIF Revenue Build Out Assumptions

Tax Year	TIF Assessed Values: Beginning Assessed Tax Value	Annual Value of New Tax Development	Projected Year-End Tax Assessed Value	Projected Captured Tax Value	City of McAllen Tax - TIF (80% of M & O Tax Rate): Taxable Value	Rate	Tax Increment	Hidalgo County (77% of M&O Rate): Taxable Value	Rate	Tax Increment	Edinburg ISD: Taxable Value	Rate	Tax Increment
2014													
2015	$ -	$ 250,000	$ 250,000	$ 250,000	$ 250,000	0.345040	$ 863	$ 250,000	0.408716	$ 1,022	$ 250,000	1.239800	$ 3,100
2016	$ 250,000	$ 41,973,276	$ 42,223,276	$ 42,223,276	$ 42,223,276	0.345040	$ 145,687	$ 42,223,276	0.408716	$ 172,573	$ 42,223,276	1.239800	$ 523,484
2017	$ 42,223,276	$ 45,817,161	$ 88,040,437	$ 88,040,437	$ 88,040,437	0.345040	$ 303,775	$ 88,040,437	0.408716	$ 359,835	$ 88,040,437	1.239800	$ 1,091,525
2018	$ 88,040,437	$ 72,457,996	$ 160,498,432	$ 160,498,432	$ 160,498,432	0.345040	$ 553,784	$ 160,498,432	0.408716	$ 655,983	$ 160,498,432	1.239800	$ 1,989,860
2019	$ 160,498,432	$ 79,925,635	$ 240,424,068	$ 240,424,068	$ 240,424,068	0.345040	$ 829,559	$ 240,424,068	0.408716	$ 982,652	$ 240,424,068	1.239800	$ 2,980,778
2020	$ 240,424,068	$ 74,898,039	$ 315,322,106	$ 315,322,106	$ 315,322,106	0.345040	$ 1,087,987	$ 315,322,106	0.408716	$ 1,288,772	$ 315,322,106	1.239800	$ 3,909,363
2021	$ 315,322,106	$ 82,244,240	$ 397,566,347	$ 397,566,347	$ 397,566,347	0.345040	$ 1,371,763	$ 397,566,347	0.408716	$ 1,624,917	$ 397,566,347	1.239800	$ 4,929,028
2022	$ 397,566,347	$ 76,904,276	$ 474,470,622	$ 474,470,622	$ 474,470,622	0.345040	$ 1,637,113	$ 474,470,622	0.408716	$ 1,939,237	$ 474,470,622	1.239800	$ 5,882,487
2023	$ 474,470,622	$ 84,631,468	$ 559,102,090	$ 559,102,090	$ 559,102,090	0.345040	$ 1,929,126	$ 559,102,090	0.408716	$ 2,285,140	$ 559,102,090	1.239800	$ 6,931,748
2024	$ 559,102,090	$ 79,228,708	$ 638,330,798	$ 638,330,798	$ 638,330,798	0.345040	$ 2,202,497	$ 638,330,798	0.408716	$ 2,608,960	$ 638,330,798	1.239800	$ 7,914,025
2025	$ 638,330,798	$ 87,339,371	$ 725,670,168	$ 725,670,168	$ 725,670,168	0.345040	$ 2,503,852	$ 725,670,168	0.408716	$ 2,965,930	$ 725,670,168	1.239800	$ 8,996,859
2026	$ 725,670,168	$ 81,623,395	$ 807,293,564	$ 807,293,564	$ 807,293,564	0.345040	$ 2,785,486	$ 807,293,564	0.408716	$ 3,299,538	$ 807,293,564	1.239800	$ 10,008,826
2027	$ 807,293,564	$ 89,620,062	$ 896,913,626	$ 896,913,626	$ 896,913,626	0.345040	$ 3,094,711	$ 896,913,626	0.408716	$ 3,665,829	$ 896,913,626	1.239800	$ 11,119,935
2028	$ 896,913,626	$ 84,090,462	$ 981,004,088	$ 981,004,088	$ 981,004,088	0.345040	$ 3,384,857	$ 981,004,088	0.408716	$ 4,009,521	$ 981,004,088	1.239800	$ 12,162,489
2029	$ 981,004,088	$ 92,225,720	$ 1,073,229,808	$ 1,073,229,808	$ 1,073,229,808	0.345040	$ 3,703,072	$ 1,073,229,808	0.408716	$ 4,386,462	$ 1,073,229,808	1.239800	$ 13,305,903
2030	$ 1,073,229,808	$ 86,882,097	$ 1,160,111,904	$ 1,160,111,904	$ 1,160,111,904	0.345040	$ 4,002,850	$ 1,160,111,904	0.408716	$ 4,741,563	$ 1,160,111,904	1.239800	$ 14,383,067
2031	$ 1,160,111,904	$ 94,908,587	$ 1,255,020,492	$ 1,255,020,492	$ 1,255,020,492	0.345040	$ 4,330,323	$ 1,255,020,492	0.408716	$ 5,129,470	$ 1,255,020,492	1.239800	$ 15,559,744
2032	$ 1,255,020,492	$ 89,250,552	$ 1,344,271,043	$ 1,344,271,043	$ 1,344,271,043	0.345040	$ 4,638,273	$ 1,344,271,043	0.408716	$ 5,494,251	$ 1,344,271,043	1.239800	$ 16,666,272
2033	$ 1,344,271,043	$ 97,670,974	$ 1,441,942,018	$ 1,441,942,018	$ 1,441,942,018	0.345040	$ 4,975,277	$ 1,441,942,018	0.408716	$ 5,893,448	$ 1,441,942,018	1.239800	$ 17,877,197
2034	$ 1,441,942,018	$ 91,948,150	$ 1,533,890,167	$ 1,533,890,167	$ 1,533,890,167	0.345040	$ 5,292,535	$ 1,533,890,167	0.408716	$ 6,269,255	$ 1,533,890,167	1.239800	$ 19,017,170
2035	$ 1,533,890,167	$ 100,515,261	$ 1,634,405,428	$ 1,634,405,428	$ 1,634,405,428	0.345040	$ 5,639,352	$ 1,634,405,428	0.408716	$ 6,680,076	$ 1,634,405,428	1.239800	$ 20,263,358
2036	$ 1,634,405,428	$ 94,727,282	$ 1,729,132,711	$ 1,729,132,711	$ 1,729,132,711	0.345040	$ 5,966,200	$ 1,729,132,711	0.408716	$ 7,067,242	$ 1,729,132,711	1.239800	$ 21,437,787
2037	$ 1,729,132,711	$ 103,443,899	$ 1,832,576,610	$ 1,832,576,610	$ 1,832,576,610	0.345040	$ 6,323,122	$ 1,832,576,610	0.408716	$ 7,490,034	$ 1,832,576,610	1.239800	$ 22,720,285
2038	$ 1,832,576,610	$ 97,590,415	$ 1,930,167,024	$ 1,930,167,024	$ 1,930,167,024	0.345040	$ 6,659,848	$ 1,930,167,024	0.408716	$ 7,888,901	$ 1,930,167,024	1.239800	$ 23,930,211
2039	$ 1,930,167,024	$ 106,459,414	$ 2,036,626,438	$ 2,036,626,438	$ 2,036,626,438	0.345040	$ 7,027,176	$ 2,036,626,438	0.408716	$ 8,324,018	$ 2,036,626,438	1.239800	$ 25,250,095
2040	$ 2,036,626,438	$ 100,540,085	$ 2,137,166,523	$ 2,137,166,523	$ 2,137,166,523	0.345040	$ 7,374,079	$ 2,137,166,523	0.408716	$ 8,734,942	$ 2,137,166,523	1.239800	$ 26,496,591
2041	$ 2,137,166,523	$ 109,564,406	$ 2,246,730,930	$ 2,246,730,930	$ 2,246,730,930	0.345040	$ 7,752,120	$ 2,246,730,930	0.408716	$ 9,182,749	$ 2,246,730,930	1.239800	$ 27,854,970
2042	$ 2,246,730,930	$ 103,578,909	$ 2,350,309,839	$ 2,350,309,839	$ 2,350,309,839	0.345040	$ 8,109,509	$ 2,350,309,839	0.408716	$ 9,606,092	$ 2,350,309,839	1.239800	$ 29,139,141
2043	$ 2,350,309,839	$ 112,761,556	$ 2,463,071,395	$ 2,463,071,395	$ 2,463,071,395	0.345040	$ 8,498,582	$ 2,463,071,395	0.408716	$ 10,066,967	$ 2,463,071,395	1.239800	$ 30,537,159
2044	$ 2,463,071,395	$ 106,709,581	$ 2,569,780,976	$ 2,569,780,976	$ 2,569,780,976	0.345040	$ 8,866,772	$ 2,569,780,976	0.408716	$ 10,503,106	$ 2,569,780,976	1.239800	$ 31,860,145
				$ 2,569,780,976			$ 120,990,149			$ 143,318,484			$ 434,742,601

Existing Annual Value Growth Factors

Year 2014	0.00%
Combined Compound Growth Rate	

Participation Level (M&O only)	80%
Tax Rate Collection Factor	100.00%

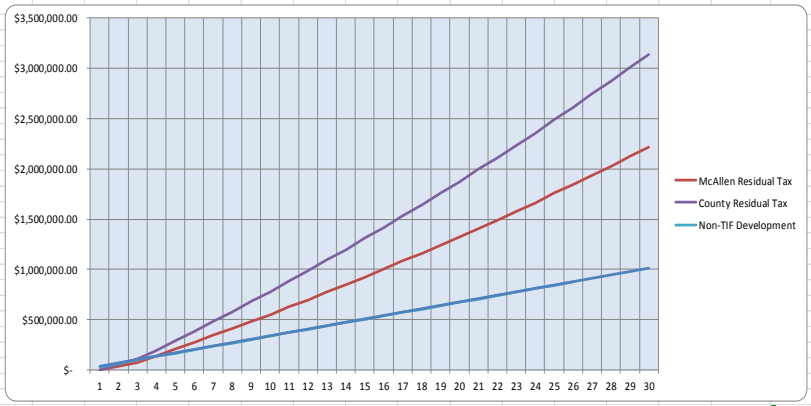
Participation Level	77%
Tax Rate Collection Factor	100.00%

The base year (2014) value of the land within the Zone is +/- TBD and does not include the base value, as the taxes generated on the "base value" are paid to the benefit of the appropriate taxing unit and not the TIRZ.

Revenue Total	
City	$120,990,149
County	$143,318,484
TOTAL	$264,308,634

B. TIRZ v. Non-TIRZ Revenue Projections

TIRZ vs. NON-TIRZ DEVELOPMENT REVENUE PROJECTIONS

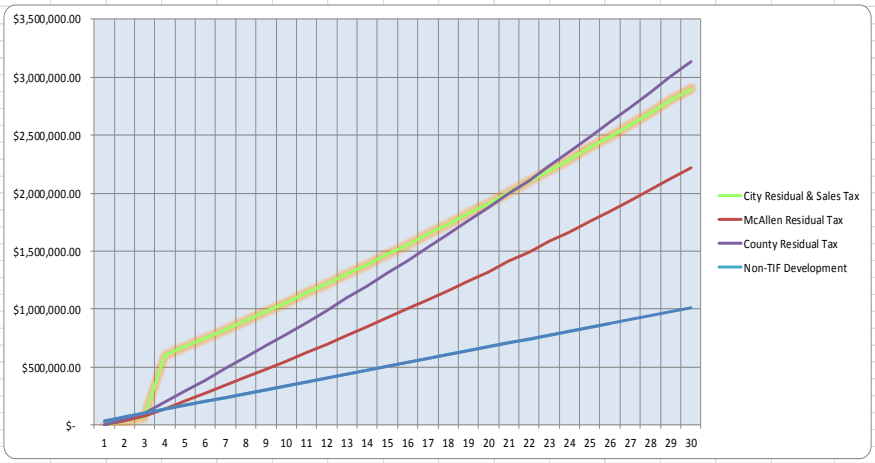


NOTE: Based on the projected development schedules, tax base, and land use assumptions, the City of McAllen will receive +\- $13,355,127.00 more in tax revenue from the residual 15% from a TIRZ/TIF Development than if the Property were developed without a TIRZ/TIF and the City received 100%

	City of McAllen Residual Tax	Hidalgo County Residual Tax	1/2 acre Rural Lot Development: City of McAllen Tax Base	Rate	Tax Increment
2015	$ 215.65	$ 305.21	$ -	$ -	$ -
2016	$ 36,421.80	$ 51,547.86	$ -	$ -	$ -
2017	$ 75,943.68	$ 107,483.29	$ -	$ -	$ -
2018	$ 138,445.95	$ 195,942.91	$ -	$ -	$ -
2019	$ 207,389.80	$ 293,519.32	$ 7,000,000.00	$ 0.43	$ 30,191.00
2020	$ 271,996.85	$ 384,957.84	$ 14,000,000.00	$ 0.48	$ 67,382.00
2021	$ 342,940.73	$ 485,364.90	$ 21,000,000.00	$ 0.48	$ 101,073.00
2022	$ 409,278.36	$ 579,252.71	$ 28,000,000.00	$ 0.48	$ 134,764.00
2023	$ 482,281.46	$ 682,574.20	$ 35,000,000.00	$ 0.48	$ 168,455.00
2024	$ 550,624.15	$ 779,299.77	$ 42,000,000.00	$ 0.48	$ 202,146.00
2025	$ 625,963.09	$ 885,927.17	$ 49,000,000.00	$ 0.48	$ 235,837.00
2026	$ 696,371.43	$ 985,576.27	$ 56,000,000.00	$ 0.48	$ 269,528.00
2027	$ 773,677.69	$ 1,094,988.03	$ 63,000,000.00	$ 0.48	$ 303,219.00
2028	$ 846,214.13	$ 1,197,649.03	$ 70,000,000.00	$ 0.48	$ 336,910.00
2029	$ 925,768.03	$ 1,310,241.88	$ 77,000,000.00	$ 0.48	$ 370,601.00
2030	$ 1,000,712.53	$ 1,416,311.02	$ 84,000,000.00	$ 0.48	$ 404,292.00
2031	$ 1,082,580.68	$ 1,532,179.22	$ 91,000,000.00	$ 0.48	$ 437,983.00
2032	$ 1,159,568.20	$ 1,641,139.86	$ 98,000,000.00	$ 0.48	$ 471,674.00
2033	$ 1,243,819.18	$ 1,760,380.49	$ 105,000,000.00	$ 0.48	$ 505,365.00
2034	$ 1,323,133.66	$ 1,872,634.47	$ 112,000,000.00	$ 0.48	$ 539,056.00
2035	$ 1,409,838.12	$ 1,995,347.52	$ 119,000,000.00	$ 0.48	$ 572,747.00
2036	$ 1,491,549.88	$ 2,110,994.38	$ 126,000,000.00	$ 0.48	$ 606,438.00
2037	$ 1,580,780.58	$ 2,237,282.83	$ 133,000,000.00	$ 0.48	$ 640,129.00
2038	$ 1,664,962.08	$ 2,356,425.11	$ 140,000,000.00	$ 0.48	$ 673,820.00
2039	$ 1,756,793.97	$ 2,486,395.02	$ 147,000,000.00	$ 0.48	$ 707,511.00
2040	$ 1,843,519.84	$ 2,609,138.38	$ 154,000,000.00	$ 0.48	$ 741,202.00
2041	$ 1,938,030.10	$ 2,742,898.99	$ 161,000,000.00	$ 0.48	$ 774,893.00
2042	$ 2,027,377.27	$ 2,869,352.26	$ 168,000,000.00	$ 0.48	$ 808,584.00
2043	$ 2,124,645.39	$ 3,007,016.08	$ 175,000,000.00	$ 0.48	$ 842,275.00
2044	$ 2,216,693.07	$ 3,137,291.41	$ 182,000,000.00	$ 0.48	$ 875,966.00
TOTAL	$ 30,247,537.33	$ 42,809,417.43	$ 2,457,000,000.00		$ 11,822,041.00

C. TIRZ v. Non-TIRZ Revenue Projections (w/Sales Tax)

TIRZ vs. NON-TIRZ DEVELOPMENT REVENUE PROJECTIONS



NOTE: Based on the projected development schedules, tax base, and land use assumptions, the City of McAllen will receive +\- $13,355,127.00 more in tax revenue from the residual 20% from a TIRZ/TIF Development than if the Property were developed without a TIRZ/TIF and the City received 100%

	City of McAllen Residual Tax	City of McAllen Sales Tax	City of McAllen Combined Tax	Hidalgo County Residual Tax
2015	$ 215.65		$ 215.65	$ 305.21
2016	$ 36,421.80		$ 36,421.80	$ 51,547.86
2017	$ 75,943.68		$ 75,943.68	$ 107,483.29
2018	$ 138,445.95	$ 465,608.00	$ 604,053.95	$ 195,942.91
2019	$ 207,389.80	$ 472,592.12	$ 679,981.92	$ 293,519.32
2020	$ 271,996.85	$ 479,681.00	$ 751,677.85	$ 384,957.84
2021	$ 342,940.73	$ 486,876.22	$ 829,816.95	$ 485,364.90
2022	$ 409,278.36	$ 494,179.36	$ 903,457.72	$ 579,252.71
2023	$ 482,281.46	$ 501,592.05	$ 983,873.51	$ 682,574.20
2024	$ 550,624.15	$ 509,115.93	$ 1,059,740.08	$ 779,299.77
2025	$ 625,963.09	$ 516,752.67	$ 1,142,715.76	$ 885,927.17
2026	$ 696,371.43	$ 524,503.96	$ 1,220,875.39	$ 985,576.27
2027	$ 773,677.69	$ 532,371.52	$ 1,306,049.21	$ 1,094,988.03
2028	$ 846,214.13	$ 540,357.09	$ 1,386,571.22	$ 1,197,649.03
2029	$ 925,768.03	$ 548,462.45	$ 1,474,230.48	$ 1,310,241.88
2030	$ 1,000,712.53	$ 556,689.39	$ 1,557,401.91	$ 1,416,311.02
2031	$ 1,082,580.68	$ 565,039.73	$ 1,647,620.40	$ 1,532,179.22
2032	$ 1,159,568.20	$ 573,515.32	$ 1,733,083.52	$ 1,641,139.86
2033	$ 1,243,819.18	$ 582,118.05	$ 1,825,937.24	$ 1,760,380.49
2034	$ 1,323,133.66	$ 590,849.82	$ 1,913,983.48	$ 1,872,634.47
2035	$ 1,409,838.12	$ 599,712.57	$ 2,009,550.69	$ 1,995,347.52
2036	$ 1,491,549.88	$ 608,708.26	$ 2,100,258.13	$ 2,110,994.38
2037	$ 1,580,780.58	$ 617,838.88	$ 2,198,619.47	$ 2,237,282.83
2038	$ 1,664,962.08	$ 627,106.47	$ 2,292,068.54	$ 2,356,425.11
2039	$ 1,756,793.97	$ 636,513.06	$ 2,393,307.03	$ 2,486,395.02
2040	$ 1,843,519.84	$ 646,060.76	$ 2,489,580.60	$ 2,609,138.38
2041	$ 1,938,030.10	$ 655,751.67	$ 2,593,781.77	$ 2,742,898.99
2042	$ 2,027,377.27	$ 665,587.95	$ 2,692,965.21	$ 2,869,352.26
2043	$ 2,124,645.39	$ 675,571.76	$ 2,800,217.15	$ 3,007,016.08
2044	$ 2,216,693.07	$ 685,705.34	$ 2,902,398.41	$ 3,137,291.41
TOTAL	**$ 30,247,537.33**	**$ 15,358,861.40**	**$ 45,606,398.73**	**$ 42,809,417.43**

Exhibit 7
Projected Value of Taxable New Improvements

McAllen - Tax Increment Finance Zone #1
Projected Value of Taxable New Improvements

		Construction Costs of Public Improvements (figures do not include interest, formation or other allowable project costs)									
Year											Total
2015	$250,000										$ 250,000
2016		$ 41,973,276									$ 41,973,276
2017			$ 45,817,161								$ 45,817,161
2018				$ 72,457,996							$ 72,457,996
2019					$ 79,925,635						$ 79,925,635
2020						$ 74,898,039					$ 74,898,039
2021							$ 82,244,240				$ 82,244,240
2022								$ 76,904,276			$ 76,904,276
2023									$ 84,631,468		$ 84,631,468
2024										$ 79,228,708	$ 79,228,708
2025										$ 87,339,371	$ 87,339,371
2026										$ 81,623,395	$ 81,623,395
2027										$ 89,620,062	$ 89,620,062
2028										$ 84,090,462	$ 84,090,462
2029										$ 92,225,720	$ 92,225,720
2030										$ 86,882,097	$ 86,882,097
2031										$ 94,908,587	$ 94,908,587
2032										$ 89,250,552	$ 89,250,552
2033										$ 97,670,974	$ 97,670,974
2034										$ 91,948,150	$ 91,948,150
2035										$ 100,515,261	$ 100,515,261
2036										$ 94,727,282	$ 94,727,282
2037										$ 103,443,899	$ 103,443,899
2038										$ 97,590,415	$ 97,590,415
2039										$ 106,459,414	$ 106,459,414
2040										$ 100,540,085	$ 100,540,085
2041										$ 109,564,406	$ 109,564,406
2042										$ 103,578,909	$ 103,578,909
2043										$ 112,761,556	$ 112,761,556
2044										$ 106,709,581	$ 106,709,581
	$ 250,000	$ 41,973,276	$ 45,817,161	$ 72,457,996	$ 79,925,635	$ 74,898,039	$ 82,244,240	$ 76,904,276	$ 84,631,468	$ 2,010,678,886	$ 2,569,780,976

Exhibit 8
Estimated Construction Schedule

McAllen - Tax Increment Finance Zone #1
Projected Uses of Tax Increment
Estimated Construction Schedule of Public Improvements (figures do not include interest, formation or other allowable project costs)

Year												Total
2015	22,608.57											$ 22,609
2016		$ 3,795,823										$ 3,795,823
2017			$ 4,143,442									$ 4,143,442
2018				$ 6,552,687								$ 6,552,687
2019					$ 7,228,018							$ 7,228,018
2020						$ 6,773,351						$ 6,773,351
2021							$ 7,437,699					$ 7,437,699
2022								$ 6,954,784				$ 6,954,784
2023									$ 7,653,587			$ 7,653,587
2024										$ 7,164,992		$ 7,164,992
2025											$ 7,898,474	$ 7,898,474
2026											$ 6,371,189	$ 7,381,554
2027											$ 7,052,539	$ 8,104,727
2028											$ 6,499,250	$ 7,604,661
2029											$ 7,188,057	$ 8,340,367
2030											$ 6,653,140	$ 7,857,121
2031											$ 7,326,236	$ 8,582,991
2032											$ 6,763,146	$ 8,071,310
2033											$ 7,467,130	$ 8,832,805
2034											$ 6,899,085	$ 8,315,266
2035											$ 7,610,792	$ 9,090,026
2036											$ 7,037,756	$ 8,566,594
2037											$ 7,757,278	$ 9,354,875
2038											$ 7,179,215	$ 8,825,520
2039											$ 7,906,643	$ 9,627,581
2040											$ 7,323,517	$ 9,092,271
2041											$ 8,058,944	$ 9,908,379
2042											$ 7,470,720	$ 9,367,085
2043											$ 8,214,241	$ 10,197,511
2044											$ 7,620,882	$ 9,650,205
		$ 3,795,823	$ 4,143,442	$ 6,552,687	$ 7,228,018	$ 6,773,351	$ 7,437,699	$ 6,954,784	$ 7,653,587	$ 7,164,992	$ 146,298,235	$ 232,396,315

The projections and estimates contained in this Schedule are subject to and may be impacted by market & economic conditions both domestic & international. Actual completion & construction of the project may take more or less time than described herein. However it is understood that the Developer will use its best efforts to complete t he project as quickly as economically feasible. In the event the Developer spends more for infrastructure in a year than required, the amount spent in excess of the required amount shall be credited forward to the ne xt year and applied as if the funds were spent in that year for the purpose of determining

Exhibit 9
Allocated Land Uses and Values Table

Tres Lagos Allocated Land Uses and Values				ALL TAXABLE VALUES ONLY					
Designation	Description	Category	Square Feet	Acreage	AC by Cat.	Avg Unit Value	Type Unit	Value Per Acre	Total Value
SF-A	Single Family 2.5 du/acre	Single Family		239		$390,000.00	House	$975,000.00	$233,025,000.00
SF-B	Single Family 3.5 du/acre	Single Family		513		$290,000.00	House	$1,015,000.00	$520,695,000.00
SF-C	Single Family 4.5 du/acre	Single Family		697	1344	$190,000.00	House	$665,000.00	$463,505,000.00
NR-E	School Site	Commercial/Other	3,475,137	80		$0.00	Acre	$0.00	$0.00
NR-G	Church, Mosque, Synagogue	Commercial/Other	3,920,400	90		$0.00	Acre	$0.00	$0.00
NR-D	Technology Park/Campus	Commercial/Other	4,573,800	105	379.8	$150.00	Usable S.F.	$1,633,500.00	$171,517,500.00
MF-B	Multifamily 10 du/acre	Multifamily	2,090,880	48		$100,000.00	Unit	$1,000,000.00	$48,000,000.00
MF-C	Multifamily 15 du/acre	Multifamily	3,049,200	70		$79,000.00	Unit	$1,185,000.00	$82,950,000.00
MF-A	Townhomes 8 du/acre	Multifamily	3,267,000	75	193	$150,000.00	Unit	$1,200,000.00	$90,000,000.00
NR-A	Retail & Commercial	Retail	8,381,885	192	192.4	$125.00	Usable S.F.	$1,361,250.00	$261,904,500.00
Roadway	Perimeter ROW	Public Use/ROW	1,206,538	28			Acre	$0.00	$0.00
Roadway	Interior ROW	Public Use/ROW	5,424,061	125	152.2		Acre	$0.00	$0.00
OS-C	Drainage way & Park	Public Use/Amenities	246,660	6			Acre	$0.00	$0.00
OS-D	Parks in Street Islands	Public Use/Amenities	479,889	11			Acre	$0.00	$0.00
OS-B	Park with Main Trail	Public Use/Amenities	4,770,220	110	126.2		Acre	$0.00	$0.00
Sales Center	Sales Center	Office	174,240	4		$250,000.00	Acre	$250,000.00	$1,000,000.00
NR-B	Office Use	Office	4,212,252	97	100.7	$200.00	Usable S.F.	$2,178,000.00	$219,324,600.00
OS-A	Major Drainage way	Public Use/Flood Plain	3,073,394	71	70.6	$0.00	Acre	$0.00	$0.00
Totals			**111,463,996**	**2,559**	**2558.9**				**$2,091,921,600.00**

ORDINANCE NO. 2014-75

DESIGNATING THE TRES LAGOS DEVELOPMENT PROJECT BEING A +/- 2571 ACRE AREA LOCATED IN THE NORTHERN MOST AREA OF THE CITY AS A TAX INCREMENT REINVESTMENT ZONE; DESCRIBING THE BOUNDARIES OF THE ZONE; CREATING A BOARD OF DIRECTORS FOR THE ZONE; PROVIDING FOR AN EFFECTIVE DATE AND A TERMINATION DATE FOR THE ZONE; NAMING THE ZONE "REINVESTMENT ZONE NUMBER ONE, CITY OF MCALLEN, TEXAS"; ESTABLISHING A TAX INCREMENT FUND; AND CONTAINING OTHER PROVISIONS RELATED THERETO.

WHEREAS, the Board of Commissioners (the "Commission") of the City of McAllen, Texas (the "City") desires to support revitalization, economic development and job creation activities for the community through the construction of the TRES LAGOS Development Project (the "Project"), to be funded in whole or in part through the creation of a Tax Increment Reinvestment Zone (a "Reinvestment Zone"), as hereinafter more specifically defined and named, and with boundaries as hereinafter provided, pursuant to the provisions of the Tax Increment Financing Act (the "Act"), *Texas Tax Code*, *Chapter 311*; and

WHEREAS, the City received a petition for Reinvestment Zone designation by owners representing over 50% of the appraised value of the land in the proposed Reinvestment Zone; and the City agrees to create the Zone (as defined below) as petitioned; and

WHEREAS, the proposed public improvements for the Zone are those set forth in the preliminary project plan for the Zone; and

WHEREAS, pursuant to the Act, the City may designate a contiguous geographic area within the jurisdiction of the City to be a Reinvestment Zone if the area satisfies certain sections of the Act; and

WHEREAS, on October 27, 2014, the Commission adopted Resolution No. 2014-51, expressing its intent to create the proposed Zone in order to encourage the growth and development of new housing opportunities within the City limits; and

WHEREAS, on November 18, 2014, the Commissioners Court of Hidalgo County (the "County") passed and approved a Resolution of Intent to Participate to Participate in Proposed Reinvestment Zone Number One, City of McAllen, Texas, by pledging 77% of its maintenance and operation portion of the County's assessed and collected taxes during the term of the Zone; and

WHEREAS, pursuant to §311.003(b) of the Act, the City has distributed a copy of the preliminary finance plan for the Zone to the governing body of each taxing unit that levies taxes on real property in the proposed Zone; and

WHEREAS, it is hereby officially found and determined that the meeting at which this Ordinance was passed was open to the public, and public notice of the time, place and purpose of said meeting was given, all as required by Chapter 551, Texas Government Code; **NOW THEREFORE:**

BE IT ORDAINED BY THE CITY COMMISSION OF THE CITY OF MCALLEN:

SECTION 1. FINDINGS. The City hereby finds and declares that: (a) improvements in the Zone will significantly enhance the value of all the taxable real property in the Zone and will be of general benefit to the City; and (b) the Zone area meets the requirements of Section 311.005(a)(4) of the Act, being that the Zone area:

> (1) is an area described in a petition requesting that the area be designated as a reinvestment zone, if the petition is submitted to the governing body of the municipality by the owners of property constituting at least 50 percent of the appraised value of the property in the area according to the most recent certified appraisal roll for the county in which the area is located.

The City, pursuant to the Act, further finds and declares that:

> (1) the proposed Zone is a contiguous geographical area located wholly within the jurisdictional limits of the City of McAllen;
> (2) the total appraised value of the taxable real property in the proposed Zone or in existing reinvestment zones, if any, does not exceed fifteen (15%) of the total appraised value of taxable real property in the City;
> (3) the proposed Zone does not contain more than fifteen (15%) of the appraised value of real property taxable by Hidalgo County; and
> (4) development or redevelopment within the boundaries of the proposed Zone will not occur solely through private investment in the reasonably foreseeable future without creation of the Zone.

SECTION 2. DESIGNATING THE AREA AS A REIVESTMENT ZONE. The area located in the northwestern most part of the City's jurisdictional limits and being commonly referred to as the "Tres Lagos Development Project", with the boundaries as more specifically described in Exhibits A and B attached hereto, and officially assigned the name as designated in Section 6 below (which reinvestment Zone so described, named and designated is hereinafter referred to as the "Zone"), is hereby designated as a Tax Increment Reinvestment Zone pursuant to the Act, specifically Chapter 311.005(a)(4) thereof.

SECTION 3. DESCRIPTION OF THE BOUNDARIES OF THE REINVESTMENT ZONE. Attached hereto as Exhibits "A" & "B" which are incorporated herein as if a part hereof, is a field notes description and a map depicting the

boundaries of the Zone, which consists of approximately 2571+/- acres of real property within the jurisdictional limits of the City.

SECTION 4. CREATION AND COMPOSITION OF A BOARD OF DIRECTORS FOR THE ZONE AND AUTHORITY OF BOARD. There is hereby created a Board of Directors (the "Board") for the Zone, with all the rights, powers and duties as provided by the Act. Pursuant to §311.009(b) and §311.009(e)(2) the Board shall consist of nine (9) members and have the following composition:

a) Six (6) members appointed by the City of McAllen, Texas by Ordinance of the City Commission and meeting the requirements of §311.009(e)(2) of the Texas Tax Code, which said members for the purpose of establishing the initial Board shall be:
    1. Mike Rhodes (hereby designated as Presiding Officer)
    2. Megan Clay
    3. Jaime Gonzalez
    4. Lori Rhodes
    5. Nick Rhodes
    6. James Darling; and
b) One member appointed by Hidalgo County, Texas provided if the County waives the appointment of a board member the position shall be filled by an appointment made by the Commission; and
c) The member of the State Senate, or their designee, pursuant to §311.009(b); and
d) The member of the State House of Representatives, or their designee, pursuant to §311.009(b).

The term of each initial director shall be determined by lot and then recorded in the minutes of the organizational meeting of the Board. Four (4) of the initial directors shall serve an initial term of three (3) years, and three (3) shall serve an initial term of two (2) years. The term of each subsequent director shall be two (2) years. Vacancies shall be filled for the reminader of the unexpired term, by appointment made by the governing body that appointed the director who served in the vacated position.

The Commission shall annually appoint a member of the Board to serve as chairman of the Board for a one year term beginning January 1st and ending December 31st. The Board may elect a vice-chairman to serve in the absence of the chairman, and other officers as it deems appropriate.

The Board may hold its meetings at any place within the City as the Board may from time to time determine; provided that, in the absence of any such determination by the Board, the meetings shall be held at the City Commission Chambers of the City. The Board shall conduct its meetings in accordance with the requirements of the Act and the Texas Open Meetings Act, *Chapt. 551, Tex. Gov't. Code*, as amended. Regular meetings of the Board shall be held at such times and places as shall be designated, from time to time, by resolution of the Board. Notice of regular meetings need not be given to each of the Directors but public notice of each meeting shall be given in the manner prescribed by law. Special meetings of the Board shall be held whenever called by the chairman, the

vice-chairman in the absence of the chairman, or upon advice of or request by the Mayor. A majority of the directors fixed by this Ordinance shall constitute a quorum for Board meetings. The act of a majority of the directors present at a meeting at which a quorum is in attendance shall constitute the act of the Board, unless the act of a greater number is required by law.

The Board shall make recommendations to the Commission concerning the administration of the Zone. The Board shall prepare and adopt a project plan and financing plan for the Zone and must submit such plans to the Commission for its final approval. The Board shall possess all powers necessary to prepare, monitor, and administer such project plan and financing plan for the Zone as set forth in the project plan, financing plan and Development Agreement (as defined below) (hereafter collectively the "Governing Documents"). The Board shall have the power to enter into agreements for the acquisition of professional services relating to accounting and auditing functions required for administration the Zone. The Board shall have the power to review reimbursement requests submitted by the Developer and the City and shall approve payment of said reimbursements provided all of the prerequisites for approving the reimbursement as set forth in the Governing Documents have been complied with. All actions of the Board in administering the Zone must be carried out pursuant to the policies and procedures established by the Board, and must be in compliance with the Governing Documents and the Act. The Board shall submit an annual report on the status of the Zone to the Commission no later than 30 days prior to the end of the City's fiscal year. The Board may not undertake any of the projects set forth in the project plan or financing plan for the Zone in place of the Developer or the City without subsequent written authorization of the Commission to do so. Any powers not herein specifically delegated to the Board are specifically reserved to the Commission and the Board shall not have any rights of the City with respect to the Zone unless specifically delegated herein or by the Commission pursuant to a subsequent ordinance. Without limiting the foregoing, the Board shall NOT have any of the City's powers under *Chapter 211 of the Texas Local Government Code* nor shall the Board have any other powers which City is entitled to delegate to the Board under Sections 311.010 (b) (provided the Board may enter into the Development Agreement and contracts for professional accounting and auditing services), (c), (d), (f), or (h) of the Act.

SECTION 5. EFFECTIVE DATE AND TERMINATION DATE OF THE ZONE. The Zone shall take effect immediately upon passage of this ordinance (the "Effective Date"). The term of the Zone shall be for a period of 30 years, beginning on the later of the Effective Date or the date of approval of the Development Agreement (so called herein) between the City, the Zone and Rhodes Enterprises, Inc. ("Developer") (the "Term"), unless otherwise terminated earlier as a result of (i) payment in full of all project costs, tax increment bonds or notes, if any, including interest on said bonds or notes, (ii) the Zone being deannexed from the City pursuant to the terms of the Ordinance annexing the property within the Zone or the terms of the Chapter 212 Agreement entered into between the City, M.L. Rhodes Ltd., and Rhodes Enterprises, Inc., it being acknowledged that the Zone shall automatically terminate upon the property within the Zone being deannexed from the City, (iii) any termination of the Development

Agreement as a result of the default of the Developer thereunder according to the terms of the Development Agreement, it being acknowledged that any such termination of the Development Agreement will result in the termination of the Zone, or (iv) as otherwise permitted by law.

SECTION 6. ASSIGNING A NAME TO THE ZONE. The Zone created hereby is assigned the name of "REINVESTMENT ZONE NUMBER ONE, CITY OF MCALLEN, TEXAS."

SECTION 7. TAX INCREMENT BASE. The Tax Increment Base for the Zone is the total appraised value of all real property within the zone and taxable by the City and located in Zone, determined as of January 1, 2014, the year in which the Zone was designated as a Tax Increment Reinvestment Zone (the "Tax Increment Base").

SECTION 8. LIMITATION OF TAX INCREMENT AND ESTABLISHMENT OF A TAX INCREMENT FUND. There is hereby created and established in the depository bank of the City, a fund to be called the "REINVESTMENT ZONE NUMBER ONE, CITY OF MCALLEN, TEXAS TAX INCREMENT FUND" (herein called the "Tax Increment Fund").

The Tax Increment Fund may be divided into additional accounts and sub-accounts authorized by resolution or Ordinance of the Commission.

The Tax Increment Fund shall consist of, and there shall be deposited therein, (i) the percentage of the tax increment, as defined by Section 311.012(a) of the *Texas Tax Code*, that each taxing unit which levies real property taxes in the Zone, other than the City, has elected to dedicate to the Tax Increment Fund under an agreement with the City authorized by Section 311.013(f) of the Act, plus (ii) an amount calculated as a millage rate per hundred dollars of Captured Appraised Value (as defined below) of real property in the Zone that equals eighty percent (80%) of the "City's M&O Tax Rate" as same is actually levied, collected and allocated to the City's general fund. As used herein, "City's M&O Tax Rate" means that portion of the City's ad valorem tax rate used by the City for maintenance, support, current expenses and operations, and general municipal purposes and excluding the portion of the City's property tax rate that is collected and apportioned for payment of outstanding general obligation bonded indebtedness commonly referred to as the "interest and sinking fund rate". As used above, the phrase "Captured Appraised Value" means the captured appraised value of the property in the Zone as defined by Section 311.012(b), Texas Tax Code (i.e., the total appraised value of all real property taxable by the City and located in the Zone in any given year less the total appraised value of that property in 2014, the base year of the Zone. The amount of the tax increment to be contributed by the City to the Zone shall be deemed limited as set forth above for purposes of Section 311.013(l) of the Act.

Any interest received on monies held within the Tax Increment Fund as a result of depository interest or investment of said funds shall be added to the balance of the Tax

Increment Fund and such interest shall be credited towards the maximum amount to be contributed by the City and the County to the Tax Increment Fund.

The Tax Increment Fund shall be maintained in an account at a depository bank of the City and shall be secured in the manner prescribed by law for Texas cities. In addition, all revenues from (i) the sale of any obligations hereafter issued by the City and secured in whole or in part from the tax increments; (ii) revenues from the sale of any property acquired as part of a tax increment financing plan adopted by the Board; and (iii) other revenues dedicated to and used in the Zone shall be deposited into the Tax Increment Fund. Prior to the termination of the Zone, money shall be disbursed from the Tax Increment Fund only to pay project costs, as defined by the Texas Tax Code and pursuant to the terms of the Development Agreement, for the Zone, or to satisfy the claims of holders of tax increments bonds or notes issued for the Zone.

Any expenditure to be made from the Tax Increment Fund or any contract related thereto, must be approved by the Commission prior to such expenditure being made or contract being executed. Approval of the project plan and financing plan shall constitute approval by the Commission for the payments for the various Zone projects identified therein in accordance with such plans, provided such payment is approved by the Board according to the policies and procedures set forth in the project plan, financing plan and Development Agreement.

SECTION 9. INCORPORATION OF RECITALS. The Commission hereby finds that the statements set forth in the recitals of this Ordinance are true and correct, and the Commission hereby incorporates such recitals as a part of this Ordinance.

SECTION 10. SEVERABILITY. If any provision of this Ordinance or the application thereof to any circumstances shall be held to be invalid, the remainder of this Ordinance and the application thereof to other circumstances shall nevertheless be valid, as if such invalid provision had never appeared herein, and this governing body hereby declares that this Ordinance would have been enacted without such invalid provision.

SECTION 11. EFFECTIVE DATE. The Zone shall take effect immediately upon passage of this ordinance, pursuant to §311.004(a)(3) of the Act.

PASSED AND APPROVED AT MCALLEN, TEXAS, THIS 22nd DAY OF DECEMBER 2014.

CITY OF MCALLEN, TEXAS

James Darling, Mayor

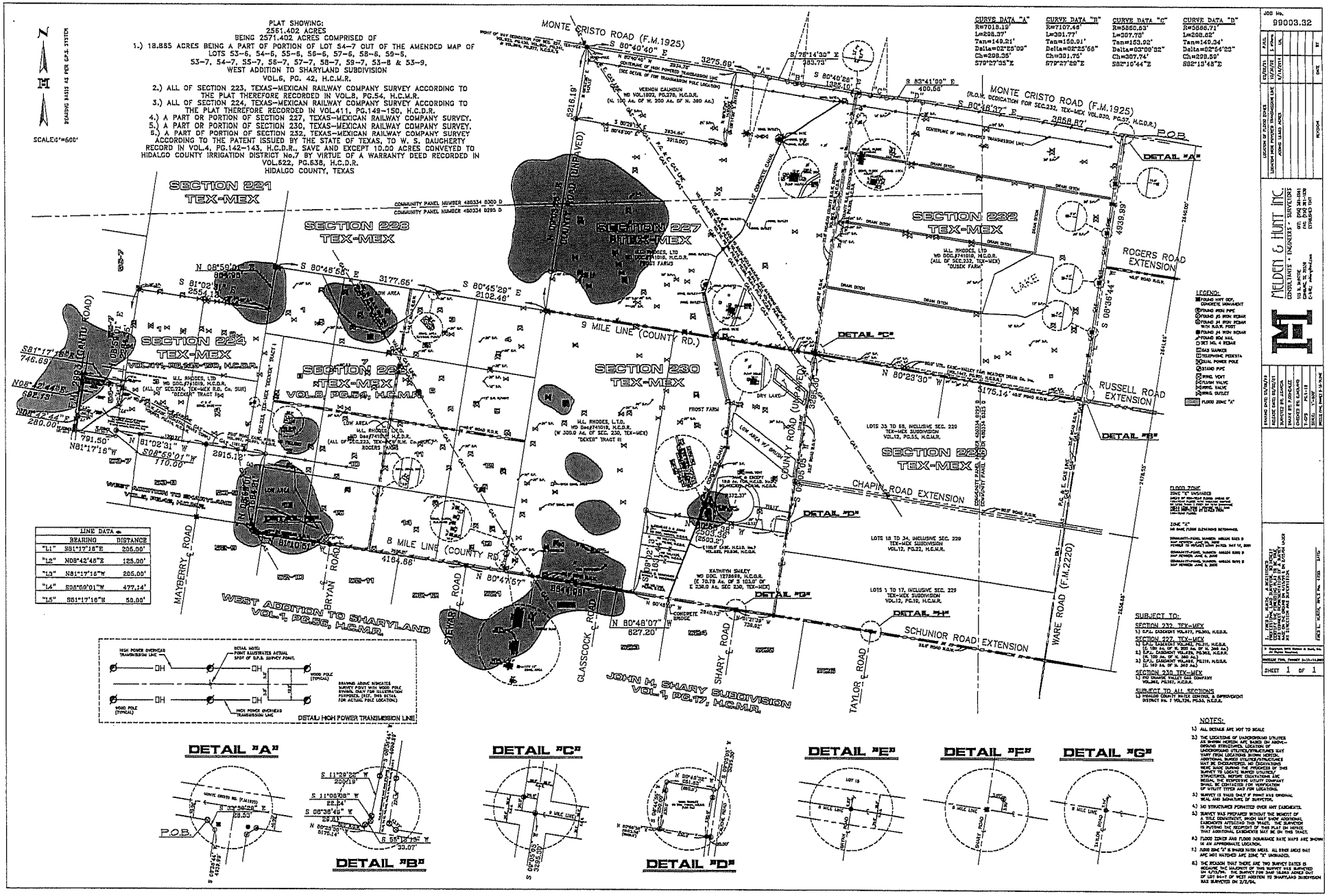
ATTEST:

Annette Villarreal, TRMC/CMC, CPM
City Secretary

APPROVED AS TO FORM:

Kevin D. Pagan City Attorney

Exhibit A



LINE DATA		
	BEARING	DISTANCE
"L1"	S81°17'16"E	205.00'
"L2"	N08°42'46"E	125.00'
"L3"	N81°17'16"W	205.00'
"L4"	S08°00'01"W	477.14'
"L5"	S81°17'16"E	50.00'

CURVE DATA "A"	CURVE DATA "B"	CURVE DATA "C"	CURVE DATA "D"
R=7018.19'	R=7107.46'	R=5866.53'	R=5866.71'
L=298.37'	L=301.77'	L=207.70'	L=208.62'
Tan=149.21'	Tan=150.91'	Tan=103.92'	Tan=140.34'
Delta=02°25'09"	Delta=02°25'58"	Delta=02°00'22"	Delta=02°04'23"
Ch=298.35'	Ch=301.75'	Ch=307.74'	Ch=298.59'
S79°27'35"E	S79°27'29"E	S82°10'44"E	S82°13'48"E

Exhibit B: Metes and Bounds Description

Tract 1: A tract of land containing 2561.402 acres situated in the County of Hidalgo, Texas, being 2571.402 acres comprised of 1.) 18.865 acres being a part or portion of LOT 54-7, OUT OF THE AMENDED MAP OF LOTS 53-6, 54-6, 55-6, 56-6, 57-6, 58-6, 59-6, 53-7, 54-7, 55-7, 56-7, 57-7, 58-7, 59-7, 53-8 & 53-9, WEST ADDITION TO SHARYLAND SUBDIVISION, according to the plat thereof recorded in Volume 6, Page 42, Hidalgo County Map Records, 2.) ALL OF SECTION 223, TEXAS-MEXICAN RAILWAY CO. SURVEY according to the plat thereof recorded in Volume 8, Page 54, Hidalgo County Map Records; 3.) ALL OF SECTION 224,TEXAS-MEXICAN RAILWAY CO. SURVEY according to the plat thereof recorded in Volume 411, Page 149-150, Hidalgo County Deed Records; 4.) a part or portion of SECTION 227, TEXASMEXICAN RAILWAY CO. SURVEY; 5.) a part or portion of SECTION 230, TEXAS-MEXICAN RAILWAY CO. SURVEY; 6.) a part or portion of SECTION 232, TEXAS-MEXICAN RAILWAY CO. SURVEY according to the patent issued by the State of Texas, to W. S. Daugherty recorded in Volume 4, Page 142-143, Hidalgo County Deed Records, SAVE AND EXCEPT 10.00 acres conveyed to Hidalgo County Irrigation District No. 7 by virtue of a Warranty Deed recorded in Volume 622, Page 638, Hidalgo County Deed Records, said 2571.402 acres also being more particularly described as follows:

BEGINNING at the Northeast corner of Section 232 Texas –Mexican Railway Co. Survey located on the city limits of the City of McAllen for the Northeast corner of this tract;

1. THENCE, in a Southwesterly direction along the East Lot line of Lot 232 and the city limits of the City of McAllen to the Southeast corner of said lot for the Northernmost Southeast corner of this tract;

2. THENCE, N 80° 23' 30" W along the South line of said Section 232, the North line of Lots 35-68, Section 229, Tex-Mex as per plat thereof recorded in Volume 12, Page 55, Hidalgo County Map Records, and within Mile 9 Road right-of-way, a distance of 5175.14 feet to an iron pipe found for the Southwest corner of said Section 232, and the Northeast corner of Section 230 for an inside corner of this tract;

3. THENCE, S 09° 05' 05" W along the East line of said Section 230, and the West line of Section 229, as per said plat thereof recorded in Volume 12, Page 55, Hidalgo County Map Records, at a distance of 2519.05 feet pass an iron pipe found in line, and now continuing along the West line of Section 229, Tex-Mex, as per plat thereof recorded in Volume 12, Page 22, Hidalgo County Map Records, and continuing a total distance of 3295.30 to an outside corner of this tract;

4. THENCE, N 80° 48' 32" W a distance of 251.52 feet (250.00 feet) to an iron rod set for an inside corner of this tract;

5. THENCE, S 08° 44' 55" W, at a distance of 20.00 pass an iron pipe found in line, and continuing a total distance of 250.00 feet to an iron pipe found for an outside corner of this tract;

6. THENCE, N 80° 55' 38" W a distance of 2503.36 feet (2503.2 feet) to an iron pipe found for an inside corner of this tract;

7. THENCE, S 09° 02' 13" W at a distance of 1611.44 feet pass the North right-of-way line of Mile 8 Road, and continuing a total distance of 1631.44 feet to the Southernmost Southeast corner of this tract;

8. THENCE, N 80° 48' 07" W along the South line of said Section 230, and within said Mile 8 Road right-of-way, a distance of 627.20 feet to an iron rod found for the centerline of Glasscock Road, and for an angle point of this tract;

9. THENCE, N 80° 47' 57" W along the South line of said Section 230, said Section 223, and within said Mile 8 Road right-of-way, a distance of 2644.96 feet to a concrete monument found for the centerline of Stewart Road, and for an angle point of this tract;

10. THENCE, N 81° 10' 51" W along the South line of said Section 223, and within said Mile 8 Road right-of-way, at a distance of 2658.21 feet pass an iron rod found in line and for the center line of Bryan Road, and continuing a total distance of 4164.66 feet to the Southwest corner of said Section 223, and for the Southernmost Southwest corner of this tract;

11. THENCE, N 08° 59' 01" E along the West line of said Section 223, a distance of 1554.21 feet to an iron rod set for an inside corner of this tract;

12. THENCE, N 81° 02' 31" W along the South line of said Section 223, and said Section 224, at a distance of 1161.82 feet pass an iron rod found in line, at a distance of 2462.04 feet pass an iron rod found in line, and continuing a total distance of 2915.12 feet to an iron pipe found for the Southwest corner of said Section 224 and to a point on the East line of said Lot 54-7, for an inside corner of this tract;

13. THENCE, S 08° 59' 01" W along the East line of said Lot 54-7, a distance of 110.00 feet to the Southeast corner of said Lot 54-7, for an outside corner of this tract;

14. THENCE, N 81° 17' 16" W along the South line of said Lot 54-7, at a distance of 761.50 feet pass a No.4 rebar set for the East right-of-way line of F.M. Road 2993 (Cantu Road), continuing a total distance of 791.50 feet to the Southwest corner of said Lot 54-7, for the Northernmost Southwest corner of this tract;

15. THENCE, N 08· 42'44" E along the West line of said Lot 54-7 and within the right-of-way of F.M. Road 2993 (Cantu Road), a distance of 280.00 feet to an outside corner of this tract;

16. THENCE, S 81· 17' 16" E at a distance of 30.00 feet pass a No.4 rebar set for the East right-of-way line of F.M. Road 2993 (Cantu Road), continuing along the South line of The Frass Subdivision (Vol.25, Pg.134-A H.C.M.R.), for a total distance of 205.00 feet to a No.4 rebar set at the Southeast corner of said The Frass Subdivision, for an inside corner of this tract;

17. THENCE, N 08· 42' 46" E along the East line of said The Frass Subdivision, a distance of 125.00 feet to a No.4 rebar set at the Northeast corner of said The Frass Subdivision, for an inside corner of this tract;

18. THENCE, N 81· 17'16" W along the North line of said The Frass Subdivision, at a distance of 175.00 feet pass a No.4 rebar set for the East right-of-way line of F.M. Road 2993 (Cantu Road), continuing a total distance of 205.00 feet to an outside corner of this tract;

19. THENCE, N 08· 42'44" E along the West line of said Lot 54-7 and within the right-of-way of F.M. Road 2993 (Cantu Road), a distance of 692.13 feet to the Southernmost Northwest corner of this tract;

20. THENCE, S 81· 17' 16" E along the South line of a certain 3.82-acre tract, at a distance of 30.00 feet pass a No.4 rebar set for the East right-of-way line of F.M. Road 2993 (Cantu Road), continuing a total distance of 746.69 feet to a No.4 rebar set for an outside corner of this tract;

21. THENCE, S 08· 59' 01" W along the West line of a tract conveyed to Hidalgo Co. Water Control & Imp. Dist. No.7 (now United Irrigation District) by virtue of a Deed recorded in Vol.519, Pg.65, Hidalgo County Deed Records, a distance of 477.14 feet to a No.4 rebar set for an inside corner of this tract;

22. THENCE, S 81· 17' 16" E along the South line of said tract conveyed to Hidalgo Co. Water Control & Imp. Dist. No.7, a distance of 50.00 feet to a No.4 rebar set for an inside corner of this tract;

23. THENCE, N 08· 59' 01" E along the West line of said Section 224, a distance of 2284.35 feet to an iron pipe found for the Northwest corner of said Section 224, and for an outside corner of this tract;

24. THENCE, S 81· 02' 31" E along the North line of said Section 224, a distance of 2554.12 feet to an iron rod set for the Northeast corner of said Section 224, and for an inside corner of this tract;

25. THENCE, N 08· 59' 01" E along the West line of said Section 223, a distance of 854.95 feet to an iron pipe found for the Northwest corner of said Section 223, and for an outside corner of this tract;

26. THENCE, S 80· 46' 58" E along the North line of said Section 223, a distance of 3177.65 feet to an iron pipe found for an angle point of this tract;

27. THENCE, S 80· 45' 29" E along the North line of said Section 223, a distance of 2102.46 feet to an iron pipe found for the Northeast corner of said Section 223, and for an inside corner of this tract;

28. THENCE, N 09· 03' 26" E along the West line of said Section 227, at a distance of 3795.04 feet pass an iron pipe found in line, and continuing a distance of 5216.19 feet to an iron pipe found for the South right-of-way line of Monte Cristo Road (F.M. 1925) and a distance of 5,256.19 feet to the Northwest corner of Section 227 and the Northernmost Northwest corner of this tract;

29. THENCE, in a Southeasterly direction along the North lot line of Section 227 and 232 to the Northeast corner of Section 232 to the POINT OF BEGINNING, and containing 2571.402 acres, SAVE AND EXCEPT the above mentioned 10.00 acres conveyed to Hidalgo County Irrigation District No. 7, leaving 2,561.402 acres of land, more or less, as shown in Exhibit A.

FIRST AMENDMENT TO
DEVELOPMENT AGREEMENT BETWEEN THE CITY OF MCALLEN, TEXAS
AND RHODES ENTERPRISES, INC. AND REINVESTMENT ZONE
NUMBER ONE, CITY OF MCALLEN, TEXAS

This First Amendment ("1st Amendment") is hereby made to that certain Development Agreement ("Agreement"), executed and effective as of March 9th, 2015, by and between the CITY OF MCALLEN, TEXAS (hereinafter called "CITY"); Rhodes Enterprises, Inc., a Texas corporation, or assigns (hereinafter referred to as "DEVELOPER"); and REINVESTMENT ZONE NUMBER ONE, CITY OF MCALLEN, TEXAS, a tax increment reinvestment zone created pursuant to Texas Tax Code Chapter 311 (hereinafter called "ZONE"), by and through its duly authorized Board of Directors ("Board of Directors for the ZONE") (hereinafter collectively the "Parties" or in the singular a "Party") for the purpose of reconfirming the Agreement, and making modifications thereto:

RECITALS

WHEREAS Resolution No. 2014-51 approved by the CITY Commission of CITY on October 27, 2014, expressed the CITY's intent to create a tax increment financing reinvestment zone and to participate in the ZONE, and

WHEREAS on November 18, 2014, the COUNTY OF HIDALGO, by resolution, expressed its intent to participate in the ZONE, and

WHEREAS on December 22, 2014, the City Commission of the CITY passed and approved Ordinance No. 2014-75, which created the ZONE and authorized the Tax Increment Fund; and

WHEREAS the CITY approved the original Project and Finance plan on December 22, 2014; and

WHEREAS on March 17, 2015, the CITY, the COUNTY OF HIDALGO, the ZONE, and the DEVELOPER approved and executed the Original Interlocal Agreement, which was amended on September 15, 2015 by the approval and execution by the Parties and the COUNTY OF HIDALGO of the First Amendment to that Interlocal Agreement; and

WHEREAS on or about December 14, 2015, the Parties and the COUNTY OF HIDALGO agreed to enter into a further amendment, and to fully restate, the Original Interlocal Agreement as previously amended by the First Amendment to that Interlocal Agreement, in order to implement and fund the Original Project and Finance Plan and the Amended Supplemental Project and Finance Plan for the ZONE; and

WHEREAS on December 14, 2015 the City amended the original Project and Finance Plan by approving a ZONE authorized and proposed Amended Supplemental Project and Financing Plan; and

WHEREAS the Parties desire that the Agreement reflect the changes in the projects of the ZONE and financing of such projects and be understood and interpreted to be consistent with the creation documents of the ZONE, the amended and restated Interlocal Agreement, the original Project and Finance Plan and the Amended Supplemental Project and Financing Plan.

THEREFORE the Parties agree as follows:

I. AGREEMENT

1.0 Entire Agreement. This 1st Amendment is made to supplement or modify the Agreement between the Parties, and it is the express intent of the Parties that the Agreement, as amended hereby, shall remain in full force and effect and binding on the Parties without interruption.

1.1 Definitions. All defined terms used in this 1st Amendment that are not otherwise defined in this 1st Amendment shall have the meanings assigned to such terms in the Agreement.

1.2 Purpose and Overview of 1st Amendment. This 1st Amendment calls for a swap of approximately 100 acres of Tres Lagos land for approximately 150 acres of nearby City land. The specifics are shown on the maps included in the Project and Finance Plan. This 1st Amendment allows the 100 acre tract to be used as a site for a future Campus of Texas A & M University. This 1st Amendment contemplates the construction of the public improvements for the Texas A&M Project to include both those outlined in the Original Project and Finance Plan and additional horizontal and vertical improvements to accommodate the needs of the Campus of Texas A & M University. This 1st Amendment further binds the City and Developer to split the costs of the required environmental studies and reviews necessary on both sites and to split the closing costs for the land swap. This 1st Amendment and the Amended Supplemental Project and Finance Plan outline the changes to the project and the changes to the financing of the project. As further described in the Amended Supplemental Project and Finance Plan, the CITY will contribute 70% and the COUNTY will contribute 67% of their respective Available Tax Increment from the year 2015 through 2025, or until the aggregate amount of the 10% reduction has reached $2,500,000.00, whichever occurs first, and thereafter through the remaining Term of the ZONE the CITY will contribute 80% and the COUNTY will contribute 77% of their respective Available Tax Increment.

II. AMENDMENT

2.0 The Agreement is hereby modified and amended as follows:

Section 1.4 shall read as follows: 1.4 "Available Tax Increment" shall mean (1) as to CITY, an amount calculated as a millage rate per $100 of Captured Appraisal Value of real property in the Zone that equals 70% of the CITY's M&O Tax Rate as levied, collected, and allocated to the general fund (i.e., excluding only the portion of the CITY's property tax rate that

is appointed for payment of outstanding general obligation bonded indebtedness commonly referred to as the "interest and sinking fund rate"); and (2) as to COUNTY, an amount (provided by the County pursuant to the amended and restated Interlocal Agreement) calculated as a millage rate per $100 of Captured Appraised Value of real property in the Zone that equals 67% of the COUNTY's M&O Tax Rate levied, collected and allocated to the general fund (excluding only that portion of the COUNTY's property tax rate that is apportioned for payment of outstanding general obligation bond indebtedness commonly referred to as the "interest and sinking fund rate"), together with any rollback taxes collected from within the Zone over the term of the Zone. The term "Available Tax Increment" shall mean 80% of the CITY's M&O Tax Rate and 77% of the COUNTY's M&O Tax Rate once the aggregate amount of the 10% reduction has reached $2,500,000.00 or after December 31, 2025, whichever occurs first.

Section 1.21 shall read as follows: 1.21"Project and Finance Plan" shall mean the final Project Plan and Financing Plan for the ZONE as amended and/or supplemented and approved by the Board of Directors of the ZONE and approved by the City Commission of **CITY.**

Section 1.22 shall read as follows: 1.22 "Project Costs" shall mean the costs of the Public Infrastructure Improvements as described in the Project and Finance Plan.

Section 1.24 shall read as follows: 1.24 "Public Infrastructure Improvements" shall mean those certain public improvements to be constructed as part of the Project and generally described in the Project and Finance Plan.

Section 3.7.2.1 through 3.7.2.5 shall read as follows:

3.7.2.1 FIRST, to pay debt service on the "City of McAllen Combination Tax and Assessment Revenue Certificates of Obligations Taxable Series 2016" (hereafter the "C of Os") issued by the **CITY**;

3.7.2.2 SECOND, to reimburse the **CITY** for Pre-TIRZ Administrative Costs approved by the **ZONE**, unless the same has been previously paid from the proceeds of the C of Os;

3.7.2.3 THIRD, to pay Administrative Costs to the **CITY** and County pursuant to the Interlocal Agreement to reimburse the **CITY** for the **CITY** Project Costs, plus interest, as provided in the Project and Finance Plan, for the **CITY** Public Improvements;

3.7.2.4 FOURTH, to reimburse **CITY,DEVELOPER** or PUB for Project Costs, plus Interest, as provided for in the Project and Finance Plan incurred by the **CITY**, **DEVELOPER** or PUB, for allowed and approved Public Infrastructure Improvements constructed by either on a first in, first out basis; and

3.7.2.5 FIFTH, to reimburse or pay the cost of any project or improvement that was not included in the Project and Finance Plan, but was later added as a subsequent project with approval of the ZONE and the CITY.

Section 5.1 shall read as follows: 5.1 **CITY** and **Zone** shall only use Available Tax Increment funds to pay for annual debt service on the C of Os as it is incurred, for Public Improvements and related costs required under the Project and Finance Plan and this Agreement. **CITY** shall deposit its Available Tax Increment into the Tax Increment Fund established pursuant to the Interlocal Agreement with the County at the time required therein. After the annual debt service on the C of Os has been paid, the **CITY** pre-TIRZ Administrative Costs have been paid, the **CITY** and County Administrative Costs as incurred have been paid (maximum of $400,000.00), and the **CITY** has been reimbursed for the **CITY** Public Improvements incurred and approved to date, the remainder of the Available Tax Increment shall be used to reimburse the Developer for Project Costs incurred by Developer and reimburse the PUB up to a maximum of $3,000,000.00 for upgrades to its recycled water plant.

Section 5.2 shall read as follows: 5.2 **Contract Revenue Bonds and C of Os. CITY** and **ZONE** acknowledge that for a successful Project the **CITY and ZONE** shall cause Contract Revenue Bonds and C of Os to be issued. The Contract Revenue Bonds shall be for vertical infrastructure of approximately $12,800,000.00 and the C of Os shall be for horizontal infrastructure and related expenses of approximately $24,500,000.

Section 5.3 shall read as follows: 5.3 If the Additional Available Tax Increment (as defined in the Second Amendment to the Interlocal Agreement) are not sufficient to pay the debt service on the Contract Revenue Bonds when due County agrees to backstop the payment of said debt service with its 23% Additional Available Tax Increment not to exceed $6,800,000 for payment of the said debt service on the Contract Revenue Bonds. If the Available Tax Increment is not sufficient to pay the debt service on the C of Os as said debt service is due, the PID Debt Service Assessments shall be used to backstop the shortfall. Additionally a DEVELOPER'S renewable irrevocable letter of credit will serve as a final source of payment of debt service shortfalls on the C of Os.

Section 20.3 is added and shall read as follows:

"20.3 Redirected Increment. The Parties hereby agree that during years 2015 through 2025 of the Project ten percent (10%) of the amount of the original available tax increment contributed by the CITY and the COUNTY (80% and 77% respectively) to the Tax Increment Fund under the Original Project and Finance Plan, the Interlocal Agreement, and the Agreement shall be redirected and applied by the CITY and ZONE to the payment of debt service on the Contract Revenue Bonds (as that term is defined in the Amended Supplemental Project and Finance Plan and Interlocal Agreement) (the "Diverted Increment"). The Parties expressly agree

that the Diverted Increment will only be diverted towards the payment of debt service if the sum of CITY's Additional Pledge during years 2015 through 2025 of the Zone is not sufficient to pay the debt service on the Contract Revenue Bonds during such years. The Parties further agree that the maximum amount of Diverted Increment shall be $2,500,000.00, and upon the earlier of December 31, 2025 or the amount of Diverted Increment reaching $2,500,000.00, the amount of contribution by the City and the County shall return to 80% and 77% respectively.

III. RATIFICATION

3.0 As amended and supplemented hereby, the Agreement is ratified and shall remain in full force and effect. In the event of a conflict between this 1st Amendment and the Development Agreement, this 1st Amendment shall control. The parties agree that a facsimile copy or electronic copy (including PDF copy) of the signature of the person executing this 1st Amendment on any party's behalf shall be effective as an original signature and shall cause the facsimile copy or electronic copy (including PDF copy) of this 1st Amendment to be legally binding and effective as an execution counterpart hereof.

THIS 1st AMENDMENT IS EXECUTED AND EFFECTIVE ON THIS 11th DAY OF JANUARY, 2016.

{Signatures on next page}

CITY OF MCALLEN

By:_____
Jim Darling, Mayor

RHODES ENTERPRISES, INC.

By:_____
Michael Rhodes, President

TAX REINVESTMENT ZONE NUMBER ONE, CITY OF MCALLEN, TEXAS

By:_____
Michael Rhodes, Chairman

City of McAllen, TX
Integrity · Accountability · Commitment

City of McAllen
Tax Increment Reinvestment Zone No. 1

Amended Supplemental Project & Financing Plan

Approved by TIRZ Board on August 27, 2015
Amended by TIRZ Board on November 18, 2015

CITY OF McALLEN, TEXAS

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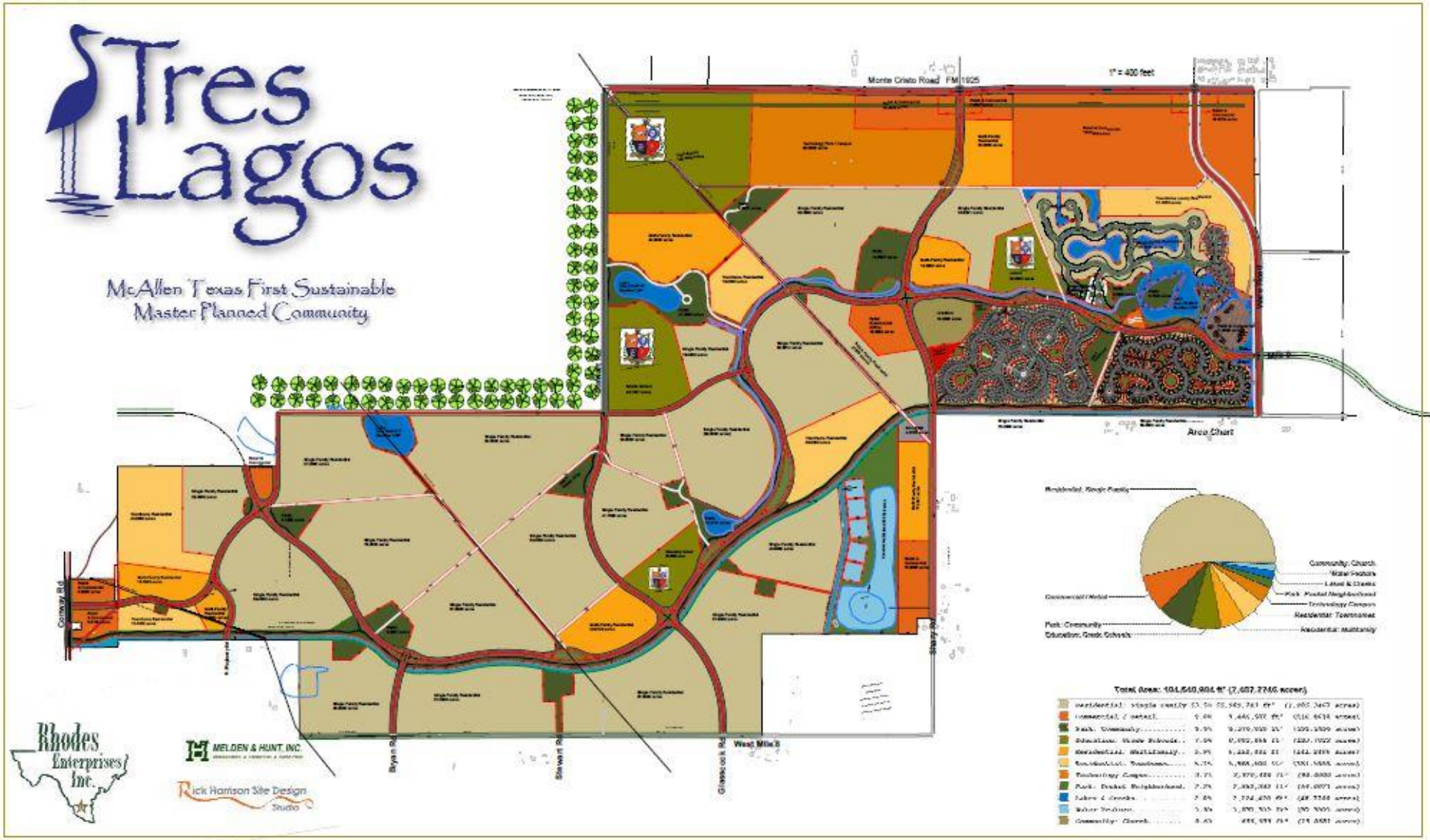
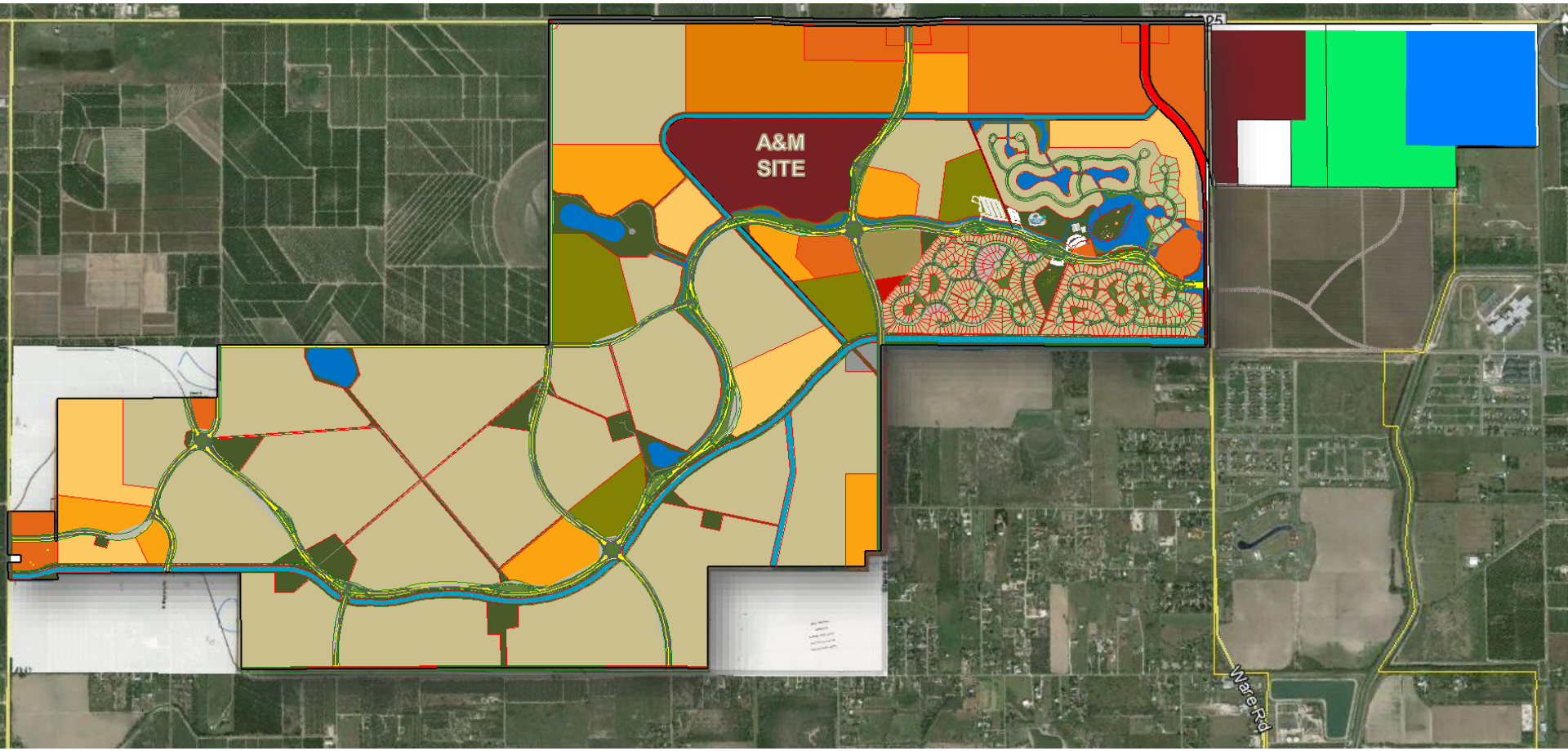
Project Location Plan – 100 A&M Acre Site in Tres Lagos

Original Tres Lagos Plan with High School



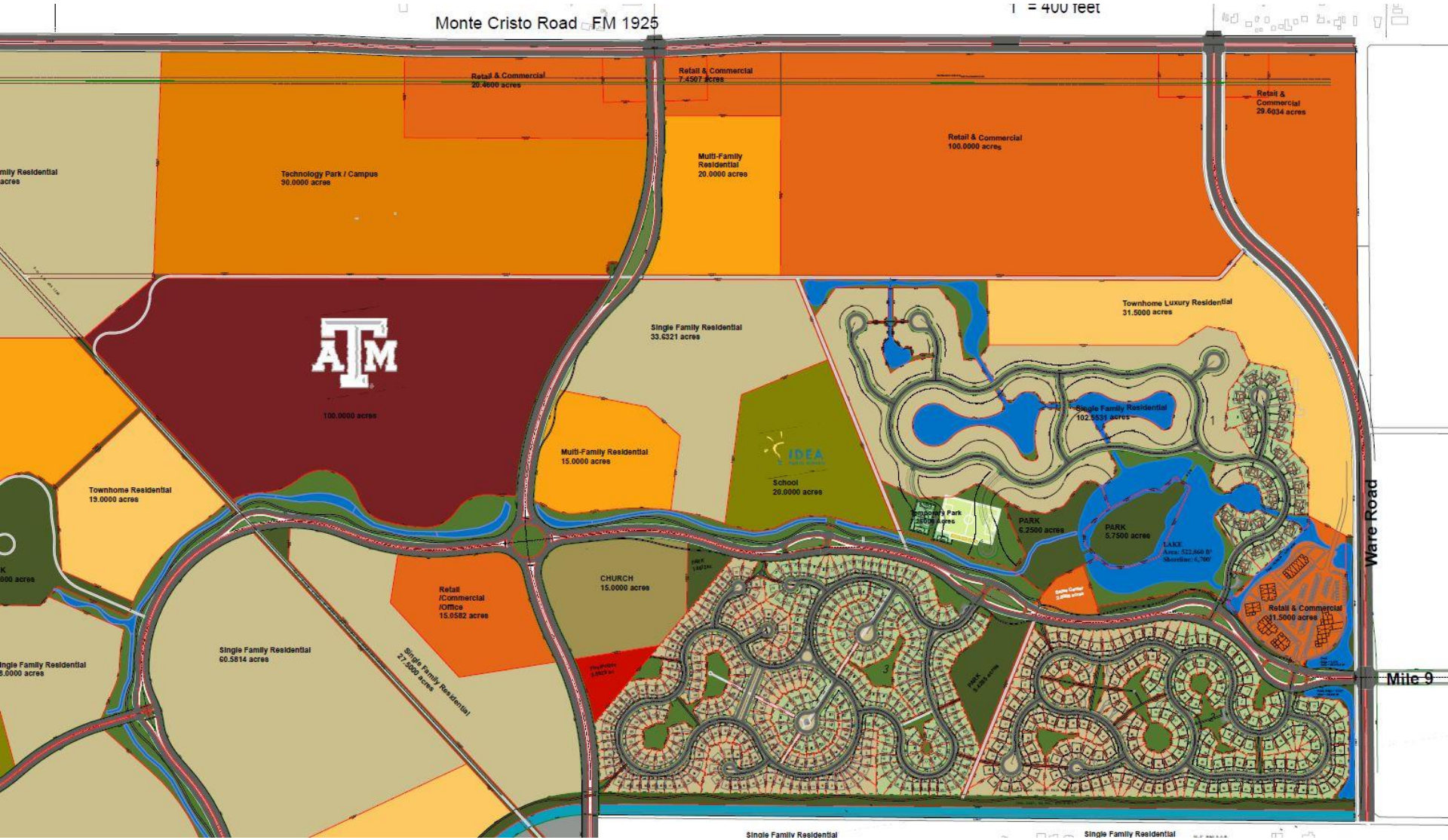
Revised Tres Lagos Plan with 100 Acre Supplemental A&M Project Site



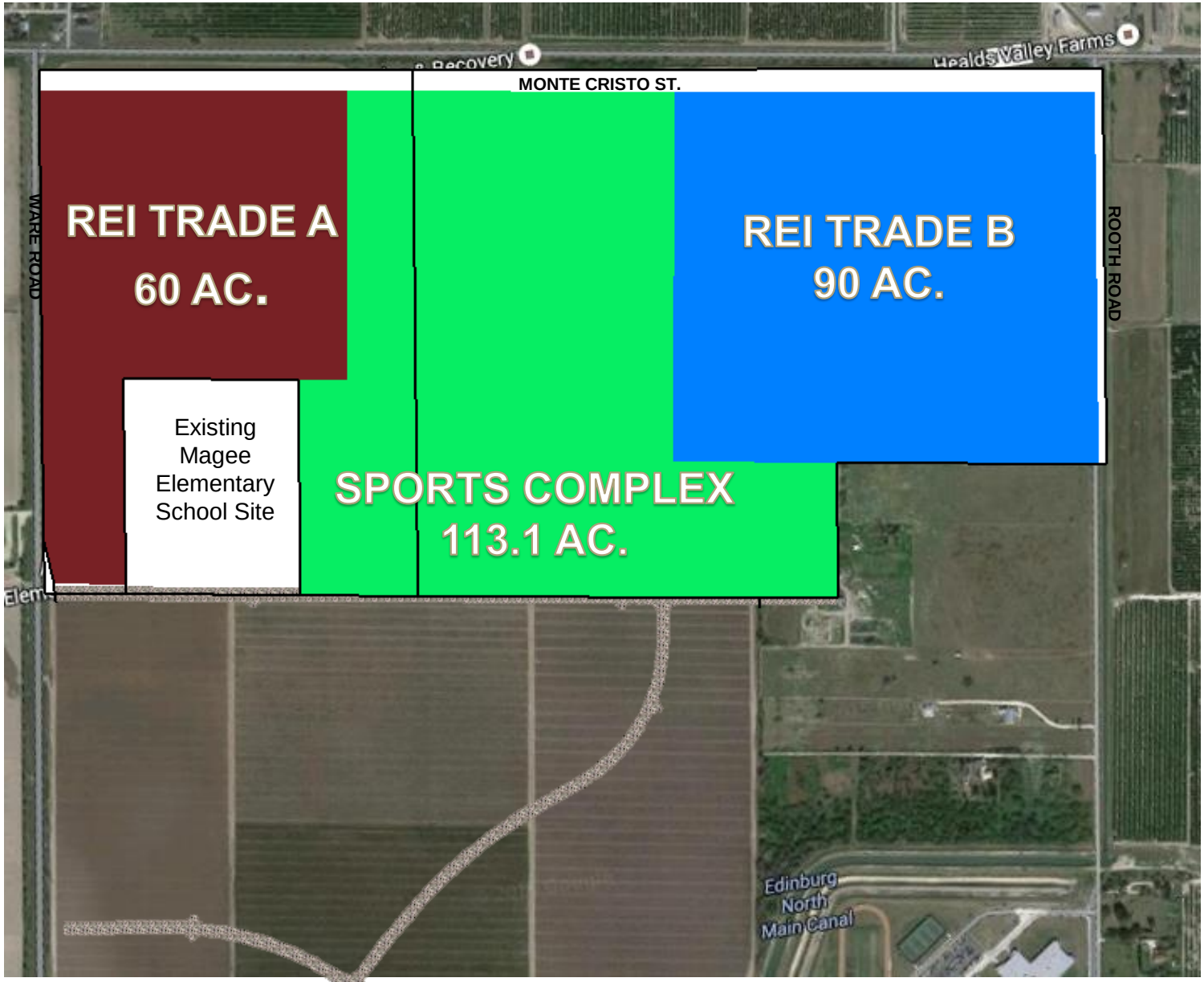
CITY OF McALLEN, TEXAS

Jefferies

Local View of Supplemental A&M Project Site



City Tracts traded for REI 100 Acre Tract for A&M Project (with Proposed Future Sports Complex Site Shown)



CITY OF McALLEN, TEXAS

Jefferies

Supplemental A&M Project Financing Plan

A&M Site Building & Expanded Phase I Infrastructure

Supplemental Financing Plan for Project

- Original Phase I of Tres Lagos Project required $16.5mm in public infrastructure
- Phase I costs increase from $16.5mm to $24.5mm, and $10.0mm additional for vertical construction required to accommodate the A&M Project, the $24.5mm in infrastructure costs are already in Original Project and Finance Plan, but supplemental plan amendments are required to fund Vertical Costs

- Goals:
  - Facilitate Infrastructure and New Vertical costs at Lowest reasonable overall expense
  - Minimum City General Fund Exposure
  - Ultimate reliance on the Tax Increment Financing (TIF)
- **Financing Plan Proposal:**
  - Series A Contract Revenue Bonds: ~$12.8mm City Contract Revenue Bonds to Fund the A&M Project Vertical Construction

    - During first 10 years, 10% of Existing Tax Increment Revenue from Original Tres Lagos Project and Finance Plan will divert to cover Series A Debt Service (“Diverted Increment”)

    - City will fund remaining Series A debt service using City’s 20% residual Tax Increment not pledged to Original TIRZ Project Cost (“City Pledge”)

    - If City Pledge and Diverted Increment are not sufficient to cover Series A Debt Service County will contribute 10% of Existing Tax Revenue from Original Tres Lagos Project and Finance Plan for first 10 years.

    - County will pledge it’s 23% residual Tax Increment during years 2015 thru 2026 to cover any shortfall of debt service up to a maximum of $6.8mm (“County Pledge”)

  - Series B: ~$24.77mm City Secured Certificates of Obligation to Fund Required Infrastructure

    - Original City 80% and County 77% TIF Increment (less Diverted Increment) pledged to Fund Debt Service
    - Developer pays & guarantees Balance of Series B Debt Service with automatically renewable irrevocable Bank LOC (1 year Debt Service) and Public Improvement District Special Assessment on undeveloped Project Land

CITY OF McALLEN, TEXAS

Jefferies

Financing Plan Mechanics

- City issues 2 Series of City guaranteed obligations (Contract Revenue Bonds & Certificates of Obligation) with AA rating
  - Assumed to be one notch below current GO Rating

- Series A: Contract Revenue Bonds~$12.8mm 20 Year, Fixed Rate, Amortizing, Level Debt
  - Vertical Infrastructure
  - Interest Capitalized Years 1 to 3, Amortization Deferred
  - Non-taxable

- Series B: Certificates of Obligation~$24.77mm 30 Year, Fixed Rate, Amortizing, Increasing Debt Service
  - Horizontal Infrastructure
  - Taxable
  - Financing structured as interest only for 5 years and then gradual amortization of principal in years 6 to 30.
  - For first 10 Years, Diverted Increments will flow back to City for Series A Debt Service
  - Annual revenues from 77% and 80% original TIF (less Diverted Increment) pledged to fund debt service.
  - If Original TIF funds (77% and 80%less Diverted Increment) are not fully able to pay annual debt service:
    - Years 3 to 30 –Developer guarantees & pays annual balance of debt service
    - Developer provides City with Irrevocable Bank issued automatically renewing LOC equal to one year debt service for Series B Certificates of Obligation
    - PID Assessment for guaranteeing payment of Debt Service until original TIF increment generates at least 120% of annual Series B debt service, then PID assessment extinguished

CITY OF McALLEN, TEXAS

Jefferies

PID Credit Enhancement Mechanics

- PID Special Assessment put in place in 2015, with first Special Assessments for Debt Guarantee (SADG) levied for interest payments in 2016 thru 2020 and principal & interest debt service starting in approximately 2021
- PID levy is basically credit enhancement to the growing TIF revenue stream
- PID levy expected to decrease each year starting in 2019 as TIF revenues increase
- If development occurs as expected, PID levy for principal would never be required, and no PID assessments should be required after year 2020
- Pro rata PID Assessment for debt service on Certificates of Obligation may be paid at sale of assessed undeveloped property in lump sum to satisfy assessment lien, or paid as scheduled in annual or semi-annual payments to cover Debt Service

City Benefits

- Lowest possible cost of capital for the Project
- Minimizes tax increment required for this project component so that TIF funds can more efficiently be applied to other projects
- Bootstraps project development both efficiently and quickly
- City receives redirected 10% of Original TIF Increment (up to $2.5mm) during years 1 thru 10 of Zone to offset Series A Contract Revenue Bonds debt service obligation
- City receives redirected 10% of Original County TIF Increment (up to $6.8 mm) during years 1 thru 10 of Zone to Offset Series A Contract Revenue Bonds debt service obligation
- City has PID lien on Developer's Undeveloped Land to back Series B debt
- City obtains Developer's 100 AC site with all improvements and utilities to site for A&M Project via land swap to Developer of less valuable City land (page 7)

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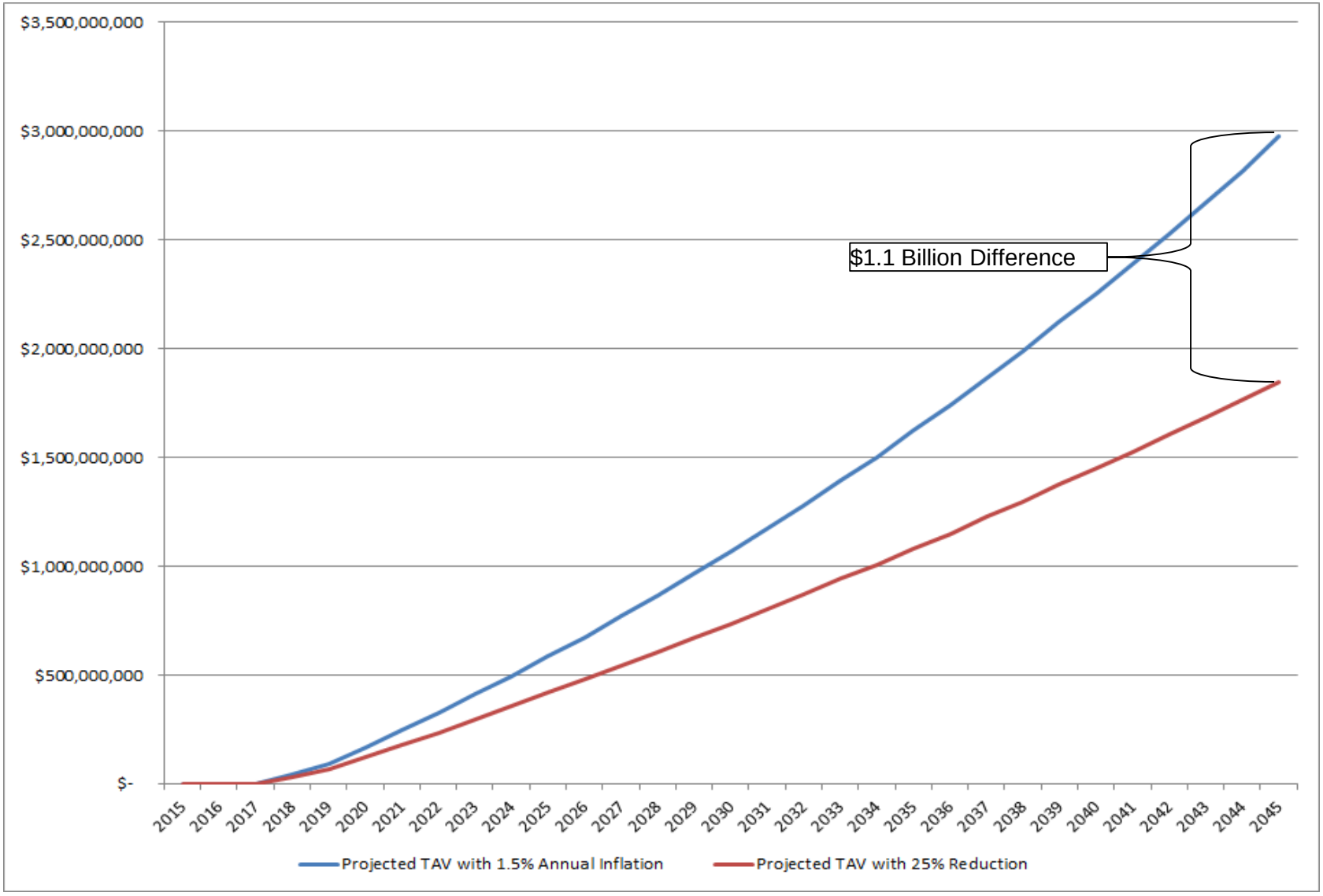
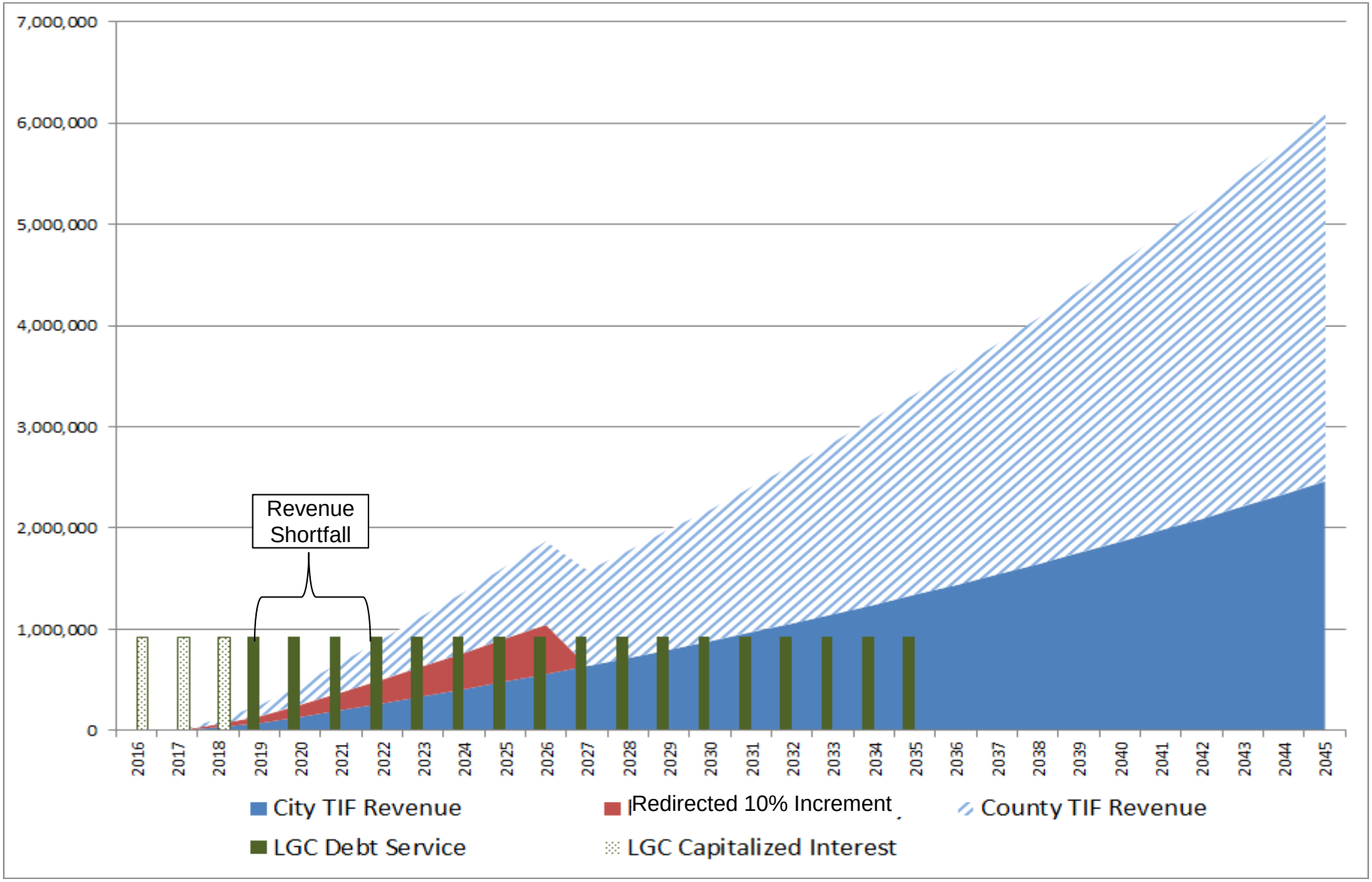
Projected Assessed Value – Expected Case and Low Growth ("Stress Case")



Revenue vs. Debt Service – Expected Case



Revenue vs. Debt Service - REI

Scenario 1
City of McAllen, TX
Tres Lagos Master Planned Community
Taxable Assessed Value, Tax Increment Revenue and Debt Service Coverage - Rhodes Enterprises, Inc.
$10mm Titan Project Fund with 20 Year Debt Amortization, 1.5% Annual Growth In Taxable Assessed Value

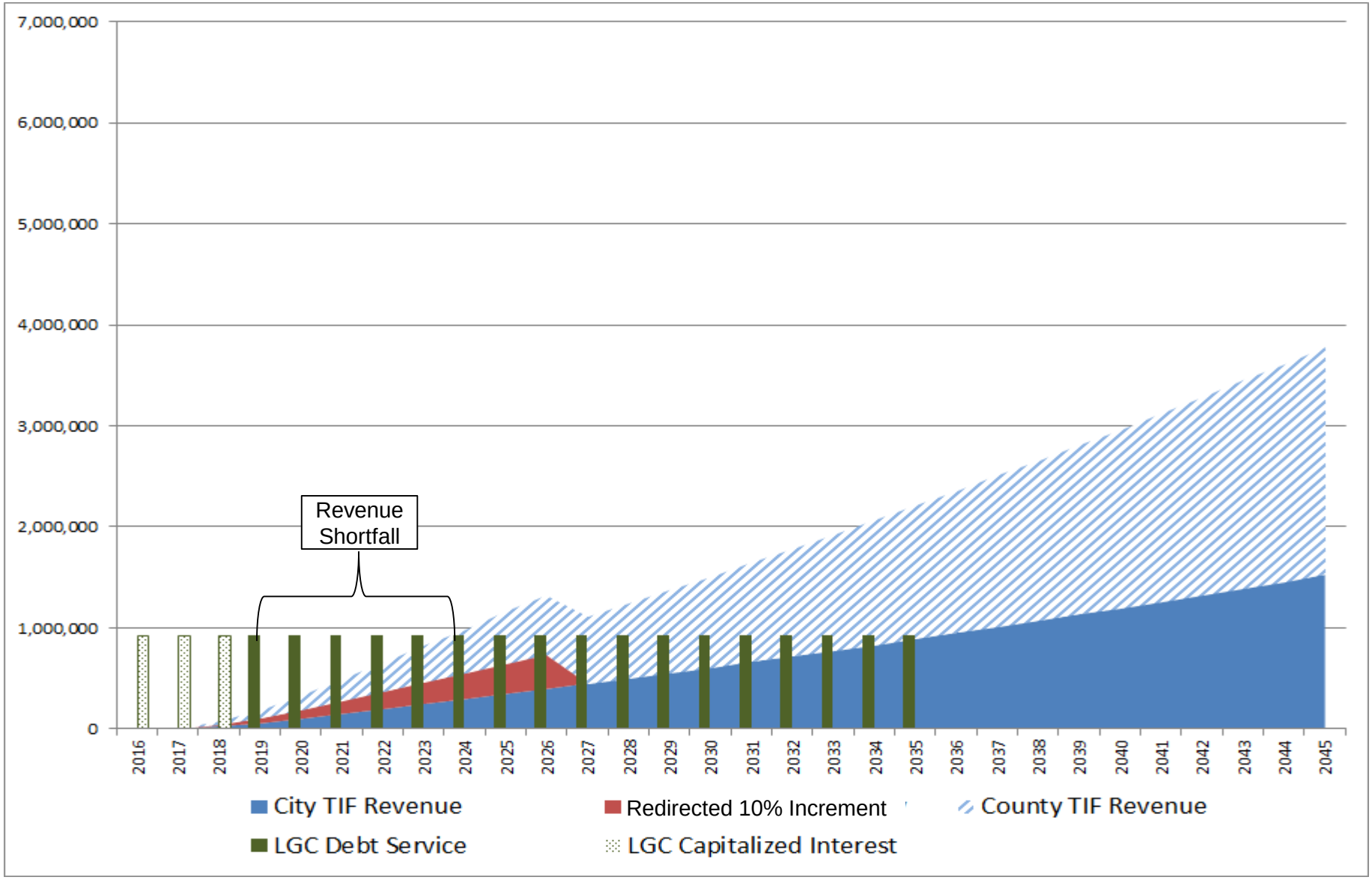
		Calculation of Rhodes Tax Increment Revenue					Debt Service Coverage				
FYE	Taxable Assessed Value	City Tax Rate Rhodes Share 0.0034504	County Tax Rate Rhodes Share 0.00408716	Delinquency Rate 4.0%	Net Collected Tax Increment Revenues	Redircted10% Tax Increment Credit to City	Net Tax Increment Revenues	Master Infrastructure Debt Service	Debt Service Coverage	Excess (Shortfall)	Total Rhodes Obligation
2016								866,163	-	(866,163)	(866,163)
2017	250,000	863	1,022	(75)	1,809	181	1,628	866,163	0.00	(864,535)	(863,842)
2018	42,227,026	145,700	172,589	(12,732)	305,557	30,556	275,001	866,163	0.32	(591,161)	(474,085)
2019	88,677,592	305,973	362,440	(26,737)	641,676	64,168	577,509	866,163	0.67	(288,654)	(968,530)
2020	162,465,752	560,572	664,024	(48,984)	1,175,612	117,561	1,058,050	866,163	1.22	191,888	(282,969)
2021	244,828,374	844,756	1,000,653	(73,816)	1,771,592	177,159	1,594,433	1,345,956	1.18	248,477	2,899
2022	323,398,838	1,115,855	1,321,783	(97,506)	2,340,133	234,013	2,106,119	1,368,811	1.54	737,308	710,982
2023	410,494,061	1,416,369	1,677,755	(123,765)	2,970,359	297,036	2,673,323	1,384,382	1.93	1,288,941	1,501,190
2024	493,555,748	1,702,965	2,017,241	(148,808)	3,571,398	357,140	3,214,258	1,398,698	2.30	1,815,560	2,261,264
2025	585,590,552	2,020,522	2,393,402	(176,557)	4,237,367	423,737	3,813,630	1,417,075	2.69	2,396,555	3,096,442
2026	673,603,118	2,324,200	2,753,124	(203,093)	4,874,231	487,423	4,386,808	1,433,875	3.06	2,952,933	3,896,913
2027	771,046,536	2,660,419	3,151,391	(232,472)	5,579,337		5,579,337	1,448,632	3.85	4,130,706	4,788,056
2028	864,235,629	2,981,959	3,532,269	(260,569)	6,253,659		6,253,659	1,470,842	4.25	4,782,817	5,628,305
2029	966,819,225	3,335,913	3,951,545	(291,498)	6,995,960		6,995,960	1,485,520	4.71	5,510,440	6,564,590
2030	1,065,411,976	3,676,097	4,354,509	(321,224)	7,709,382		7,709,382	1,503,341	5.13	6,206,042	7,466,953
2031	1,173,618,875	4,049,455	4,796,768	(353,849)	8,492,374		8,492,374	1,519,224	5.59	6,973,150	8,453,864
2032	1,278,105,256	4,409,974	5,223,821	(385,352)	9,248,443		9,248,443	1,537,065	6.02	7,711,378	9,406,378
2033	1,392,185,421	4,803,597	5,690,085	(419,747)	10,073,934		10,073,934	1,563,744	6.44	8,510,190	10,440,333
2034	1,502,318,755	5,183,601	6,140,217	(452,953)	10,870,865		10,870,865	1,577,790	6.89	9,293,075	11,447,492
2035	1,622,524,510	5,598,359	6,631,517	(489,195)	11,740,681		11,740,681	1,595,400	7.36	10,145,281	12,547,117
2036	1,738,810,528	5,999,592	7,106,797	(524,256)	12,582,133		12,582,133	1,616,384	7.78	10,965,749	14,528,460
2037	1,865,407,947	6,436,404	7,624,221	(562,425)	13,498,199		13,498,199	1,633,652	8.26	11,864,548	15,686,649
2038	1,988,116,348	6,859,797	8,125,750	(599,422)	14,386,124		14,386,124	1,659,289	8.67	12,726,835	16,800,359
2039	2,121,381,992	7,319,616	8,670,428	(639,602)	15,350,442		15,350,442	1,677,083	9.15	13,673,359	18,019,935
2040	2,250,793,137	7,766,137	9,199,352	(678,620)	16,286,869		16,286,869	1,697,778	9.59	14,589,091	19,200,822
2041	2,391,014,448	8,249,956	9,772,459	(720,897)	17,301,518		17,301,518	1,721,174	10.05	15,580,344	20,479,379
2042	2,527,419,750	8,720,609	10,329,969	(762,023)	18,288,555		18,288,555	1,745,799	10.48	16,542,756	21,721,277
2043	2,674,895,452	9,229,459	10,932,726	(806,487)	19,355,698		19,355,698	1,762,114	10.98	17,593,584	23,074,273
2044	2,818,597,793	9,725,290	11,520,060	(849,814)	20,395,536		20,395,536	1,786,139	11.42	18,609,396	24,384,523
2045	2,973,638,316	10,260,242	12,153,736	(896,559)	21,517,418		21,517,418	1,812,198	11.87	19,705,220	25,798,015
Total		127,704,248	151,271,648	(11,159,036)	267,816,861	2,188,973	265,627,887	43,492,779		222,135,109	284,450,880

Revenue vs. Debt Service – City of McAllen

Scenario 1
City of McAllen, TX
Tres Lagos Master Planned Community
Taxable Assessed Value, Tax Increment Revenue and Debt Service Coverage - City and Local Government Corp. 4B
$10mm Titan Project Fund with 20 Year Debt Amortization, 1.5% Annual Growth In Taxable Assessed Value

		Calculation of City Tax Increment Revenue					Debt Service Coverage				Addtnl	
FYE	Taxable Assessed Value	City Tax Revenue 0.0008626	Delinquency Rate 4.0%	Net Collected Tax Increment Revenues	10% Tax Increment Credit to City	Tres Lagos Project Revenue	Tres Lagos City Tax Revenue	LGC Debt Service	Debt Service Coverage	Excess (Shortfall)	County Revenue 0.00122084	Excess (Shortfall)
2016								-				
2017	250,000	216	(9)	207	181	388	388	-	-	388	305	693
2018	42,227,026	36,425	(1,457)	34,968	30,556	65,524	65,524	-	-	65,524	51,552	117,076
2019	88,677,592	76,493	(3,060)	73,434	64,168	137,601	137,601	925,738	0.15	(788,137)	108,261	(679,876)
2020	162,465,752	140,143	(5,606)	134,537	117,561	252,098	252,098	925,300	0.27	(673,202)	198,345	(474,857)
2021	244,828,374	211,189	(8,448)	202,741	177,159	379,901	379,901	924,375	0.41	(544,474)	298,896	(245,578)
2022	323,398,838	278,964	(11,159)	267,805	234,013	501,819	501,819	922,963	0.54	(421,144)	394,818	(26,326)
2023	410,494,061	354,092	(14,164)	339,928	297,036	636,964	636,964	925,863	0.69	(288,899)	501,148	212,249
2024	493,555,748	425,741	(17,030)	408,712	357,140	765,851	765,851	922,700	0.83	(156,849)	602,553	445,704
2025	585,590,552	505,130	(20,205)	484,925	423,737	908,662	908,662	923,688	0.98	(15,026)	714,912	699,886
2026	673,603,118	581,050	(23,242)	557,808	487,423	1,045,231	1,045,231	923,613	1.13	121,618	822,362	943,980
2027	771,046,536	665,105	(26,604)	638,501	-	638,501	638,501	922,475	0.69	(283,974)	941,324	657,350
2028	864,235,629	745,490	(29,820)	715,670	-	715,670	715,670	925,275	0.77	(209,605)	1,055,093	845,488
2029	966,819,225	833,978	(33,359)	800,619	-	800,619	800,619	926,800	0.86	(126,181)	1,180,332	1,054,151
2030	1,065,411,976	919,024	(36,761)	882,263	-	882,263	882,263	922,050	0.96	(39,787)	1,300,698	1,260,911
2031	1,173,618,875	1,012,364	(40,495)	971,869	-	971,869	971,869	923,956	1.05	47,913	1,432,801	1,480,714
2032	1,278,105,256	1,102,494	(44,100)	1,058,394	-	1,058,394	1,058,394	923,756	1.15	134,638	1,560,362	1,695,000
2033	1,392,185,421	1,200,899	(48,036)	1,152,863	-	1,152,863	1,152,863	922,356	1.25	230,507	1,699,636	1,930,143
2034	1,502,318,755	1,295,900	(51,836)	1,244,064	-	1,244,064	1,244,064	923,738	1.35	320,326	1,834,091	2,154,417
2035	1,622,524,510	1,399,590	(55,984)	1,343,606	-	1,343,606	1,343,606	922,613	1.46	420,993	1,980,843	2,401,836
2036	1,738,810,528	1,499,898	(59,996)	1,439,902	-	1,439,902	1,439,902	-		1,439,902	2,122,809	3,562,711
2037	1,865,407,947	1,609,101	(64,364)	1,544,737	-	1,544,737	1,544,737	-		1,544,737	2,277,365	3,822,101
2038	1,988,116,348	1,714,949	(68,598)	1,646,351	-	1,646,351	1,646,351	-		1,646,351	2,427,172	4,073,523
2039	2,121,381,992	1,829,904	(73,196)	1,756,708	-	1,756,708	1,756,708	-		1,756,708	2,589,868	4,346,576
2040	2,250,793,137	1,941,534	(77,661)	1,863,873	-	1,863,873	1,863,873	-		1,863,873	2,747,858	4,611,731
2041	2,391,014,448	2,062,489	(82,500)	1,979,990	-	1,979,990	1,979,990	-		1,979,990	2,919,046	4,899,036
2042	2,527,419,750	2,180,152	(87,206)	2,092,946	-	2,092,946	2,092,946	-		2,092,946	3,085,575	5,178,521
2043	2,674,895,452	2,307,365	(92,295)	2,215,070	-	2,215,070	2,215,070	-		2,215,070	3,265,619	5,480,690
2044	2,818,597,793	2,431,322	(97,253)	2,334,070	-	2,334,070	2,334,070	-		2,334,070	3,441,057	5,775,126
2045	2,973,638,316	2,565,060	(102,602)	2,462,458	-	2,462,458	2,462,458	-		2,462,458	3,630,337	6,092,795
Total		31,926,062	(1,277,042)	30,649,020	2,188,973	32,837,993	32,837,993	15,707,259		17,130,734	45,185,038	62,315,772

Revenue vs. Debt Service – 25% Reduction in TAV



Revenue vs. Debt Service – REI - 25% Reduction in TAV

Scenario 2
City of McAllen, TX
Tres Lagos Master Planned Community
Taxable Assessed Value, Tax Increment Revenue and Debt Service Coverage - Rhodes Enterprises, Inc.
$10mm A&M Project Fund with 20 Year Debt Amortization, 25% Reduction in Taxable Assessed Value

		Calculation of Rhodes Tax Increment Revenue					Debt Service Coverage				
FYE	Taxable Assessed Value	City Tax Rate Rhodes Share 0.0034504	County Tax Rate Rhodes Share 0.00408716	Delinquency Rate 4.0%	Net Collected Tax Increment Revenues	Redirected10% Tax Increment Credit to City	Net Rhodes Tax Increment Revenues	Master Infrastructure Debt Service	Debt Service Coverage	Excess (Shortfall)	Total Rhodes Obligation
2016								866,163	-	(866,163)	(866,163)
2017	187,500	647	766	(57)	1,357	136	1,221	866,163	0.00	(864,942)	(864,422)
2018	31,667,457	109,265	129,430	(9,548)	229,148	22,915	206,233	866,163	0.24	(659,930)	(572,131)
2019	66,030,328	227,831	269,877	(19,908)	477,799	47,780	430,019	866,163	0.50	(436,143)	(1,178,810)
2020	120,373,825	415,338	491,987	(36,293)	871,032	87,103	783,929	866,163	0.91	(82,234)	(673,793)
2021	180,318,051	622,169	736,989	(54,366)	1,304,792	130,479	1,174,313	1,345,956	0.87	(171,644)	(596,079)
2022	236,491,580	815,991	966,579	(71,303)	1,711,267	171,127	1,540,140	1,368,811	1.13	171,329	(95,951)
2023	298,174,760	1,028,822	1,218,688	(89,900)	2,157,610	215,761	1,941,849	1,384,382	1.40	557,467	458,306
2024	355,852,967	1,227,835	1,454,428	(107,291)	2,574,973	257,497	2,317,475	1,398,698	1.66	918,778	982,695
2025	419,326,568	1,446,844	1,713,855	(126,428)	3,034,271	303,427	2,730,844	1,417,075	1.93	1,313,769	1,552,682
2026	478,748,099	1,651,872	1,956,720	(144,344)	3,464,249	346,425	3,117,824	1,433,875	2.17	1,683,949	2,087,685
2027	544,252,628	1,877,889	2,224,448	(164,093)	3,938,243		3,938,243	1,448,632	2.72	2,489,612	2,682,276
2028	605,470,174	2,089,114	2,474,653	(182,551)	4,381,217		4,381,217	1,470,842	2.98	2,910,375	3,225,670
2029	672,685,220	2,321,033	2,749,372	(202,816)	4,867,589		4,867,589	1,485,520	3.28	3,382,069	3,833,558
2030	735,753,067	2,538,642	3,007,141	(221,831)	5,323,952		5,323,952	1,503,341	3.54	3,820,611	4,406,072
2031	804,922,357	2,777,304	3,289,846	(242,686)	5,824,465		5,824,465	1,519,224	3.83	4,305,241	5,030,519
2032	870,083,930	3,002,138	3,556,172	(262,332)	6,295,977		6,295,977	1,537,065	4.10	4,758,912	5,617,902
2033	941,265,370	3,247,742	3,847,102	(283,794)	6,811,050		6,811,050	1,563,744	4.36	5,247,306	6,253,543
2034	1,008,203,284	3,478,705	4,120,688	(303,976)	7,295,417		7,295,417	1,577,790	4.62	5,717,627	6,859,633
2035	1,081,456,514	3,731,458	4,420,086	(326,062)	7,825,482		7,825,482	1,595,400	4.91	6,230,082	7,523,304
2036	1,150,417,627	3,969,401	4,701,941	(346,854)	8,324,488		8,324,488	1,616,384	5.15	6,708,104	9,065,236
2037	1,225,804,073	4,229,514	5,010,057	(369,583)	8,869,989		8,869,989	1,633,652	5.43	7,236,337	9,747,931
2038	1,296,849,534	4,474,650	5,300,432	(391,003)	9,384,078		9,384,078	1,659,289	5.66	7,724,789	10,381,951
2039	1,374,432,458	4,742,342	5,617,525	(414,395)	9,945,472		9,945,472	1,677,083	5.93	8,268,389	11,084,513
2040	1,447,625,270	4,994,886	5,916,676	(436,462)	10,475,100		10,475,100	1,697,778	6.17	8,777,322	11,743,413
2041	1,527,469,830	5,270,382	6,243,014	(460,536)	11,052,860		11,052,860	1,721,174	6.42	9,331,685	12,461,373
2042	1,602,874,894	5,530,560	6,551,206	(483,271)	11,598,495		11,598,495	1,745,799	6.64	9,852,696	13,136,884
2043	1,685,048,198	5,814,090	6,887,062	(508,046)	12,193,106		12,193,106	1,762,114	6.92	10,430,992	13,883,548
2044	1,762,732,380	6,082,132	7,204,569	(531,468)	12,755,233		12,755,233	1,786,139	7.14	10,969,094	14,580,819
2045	1,847,303,547	6,373,936	7,550,225	(556,966)	13,367,195		13,367,195	1,812,198	7.38	11,554,997	15,340,004
Total		84,092,533	99,611,534	(7,348,163)	176,355,904	1,582,650	174,773,254	43,492,779		131,280,476	167,092,169

Revenue vs. Debt Service – City of McAllen - 25% Reduction in TAV

Scenario 2
City of McAllen, TX
Tres Lagos Master Planned Community
Taxable Assessed Value, Tax Increment Revenue and Debt Service Coverage - City and Local Government Corp. 4B
$10mm A&M Project Fund with 20 Year Debt Amortization, 25% Reduction in Taxable Assessed Value

		Calculation of City Tax Increment Revenue					Debt Service Coverage				Addtnl	
FYE	Taxable Assessed Value	City Tax Revenue 0.0008626	Delinquency Rate 4.0%	Net Collected Tax Increment Revenues	10% Tax Increment Credit to City	Tres Lagos Project Revenue	Tres Lagos City Tax Revenue	LGC Debt Service	Debt Service Coverage	Excess (Shortfall)	County Revenue 0.00122084	Excess (Shortfall)
2016								-				
2017	187,500	162	(6)	155	136	291	291	-	-	291	229	520
2018	31,667,457	27,316	(1,093)	26,224	22,915	49,138	49,138	-	-	49,138	38,661	87,799
2019	66,030,328	56,958	(2,278)	54,679	47,780	102,459	102,459	925,738	0.11	(823,279)	80,612	(742,666)
2020	120,373,825	103,834	(4,153)	99,681	87,103	186,784	186,784	925,300	0.20	(738,516)	146,957	(591,559)
2021	180,318,051	155,542	(6,222)	149,321	130,479	279,800	279,800	924,375	0.30	(644,575)	220,139	(424,436)
2022	236,491,580	203,998	(8,160)	195,838	171,127	366,964	366,964	922,963	0.40	(555,999)	288,718	(267,280)
2023	298,174,760	257,206	(10,288)	246,917	215,761	462,678	462,678	925,863	0.50	(463,185)	364,024	(99,161)
2024	355,852,967	306,959	(12,278)	294,680	257,497	552,178	552,178	922,700	0.60	(370,522)	434,440	63,917
2025	419,326,568	361,711	(14,468)	347,243	303,427	650,670	650,670	923,688	0.70	(273,018)	511,931	238,912
2026	478,748,099	412,968	(16,519)	396,449	346,425	742,874	742,874	923,613	0.80	(180,739)	584,475	403,736
2027	544,252,628	469,472	(18,779)	450,693	-	450,693	450,693	922,475	0.49	(471,782)	664,445	192,664
2028	605,470,174	522,279	(20,891)	501,387	-	501,387	501,387	925,275	0.54	(423,888)	739,182	315,295
2029	672,685,220	580,258	(23,210)	557,048	-	557,048	557,048	926,800	0.60	(369,752)	821,241	451,489
2030	735,753,067	634,661	(25,386)	609,274	-	609,274	609,274	922,050	0.66	(312,776)	898,237	585,461
2031	804,922,357	694,326	(27,773)	666,553	-	666,553	666,553	923,956	0.72	(257,403)	982,681	725,278
2032	870,083,930	750,534	(30,021)	720,513	-	720,513	720,513	923,756	0.78	(203,243)	1,062,233	858,990
2033	941,265,370	811,936	(32,477)	779,458	-	779,458	779,458	922,356	0.85	(142,898)	1,149,134	1,006,237
2034	1,008,203,284	869,676	(34,787)	834,889	-	834,889	834,889	923,738	0.90	(88,849)	1,230,855	1,142,006
2035	1,081,456,514	932,864	(37,315)	895,550	-	895,550	895,550	922,613	0.97	(27,063)	1,320,285	1,293,222
2036	1,150,417,627	992,350	(39,694)	952,656	-	952,656	952,656	-		952,656	1,404,476	2,357,132
2037	1,225,804,073	1,057,379	(42,295)	1,015,083	-	1,015,083	1,015,083	-		1,015,083	1,496,511	2,511,594
2038	1,296,849,534	1,118,662	(44,746)	1,073,916	-	1,073,916	1,073,916	-		1,073,916	1,583,246	2,657,162
2039	1,374,432,458	1,185,585	(47,423)	1,138,162	-	1,138,162	1,138,162	-		1,138,162	1,677,962	2,816,124
2040	1,447,625,270	1,248,722	(49,949)	1,198,773	-	1,198,773	1,198,773	-		1,198,773	1,767,319	2,966,092
2041	1,527,469,830	1,317,595	(52,704)	1,264,892	-	1,264,892	1,264,892	-		1,264,892	1,864,796	3,129,688
2042	1,602,874,894	1,382,640	(55,306)	1,327,334	-	1,327,334	1,327,334	-		1,327,334	1,956,854	3,284,188
2043	1,685,048,198	1,453,523	(58,141)	1,395,382	-	1,395,382	1,395,382	-		1,395,382	2,057,174	3,452,556
2044	1,762,732,380	1,520,533	(60,821)	1,459,712	-	1,459,712	1,459,712	-		1,459,712	2,152,014	3,611,726
2045	1,847,303,547	1,593,484	(63,739)	1,529,745	-	1,529,745	1,529,745	-		1,529,745	2,255,262	3,785,007
Total		21,023,133	(840,925)	20,182,208	1,582,650	21,764,858	21,764,858	15,707,259		6,057,599	29,754,095	35,811,693

CITY OF McALLEN, TEXAS

Jefferies

Bond Financing Assumptions – Sources and Uses

Project Sources And Uses (1)

	(A&M Buildings) LGC 4B Contract Revenue Bonds	Master Infrastructure Certficates of Obligation	Issue Summary
Sources Of Funds			
Par Amount of Bonds	$12,840,000.00	$24,770,000.00	$37,610,000.00
Total Sources	**$12,840,000.00**	**$24,770,000.00**	**$37,610,000.00**
Uses Of Funds			
Deposit to Project Construction Fund	10,000,000.00	24,500,000.00	34,500,000.00
Deposit to Capitalized Interest (CIF) Fund (2)	1,352,213.00	-	1,352,213.00
Deposit to Debt Service Reserve Fund (DSRF) (2)	1,284,000.00	-	1,284,000.00
Total Underwriter's Discount (0.600%) (2)	77,040.00	148,620.00	225,660.00
Costs of Issuance	122,500.00	122,500.00	245,000.00
Rounding Amount	4,247.00	(1,120.00)	3,127.00
Total Uses	**$12,840,000.00**	**$24,770,000.00**	**$37,610,000.00**

(1) Estimated Sources and Uses of Funds as of 8/27/2015.
(2) Capitalized Interest Funding, Debt Service Reserve Fund, and Underwriter Discount will change based on actual interest rates.

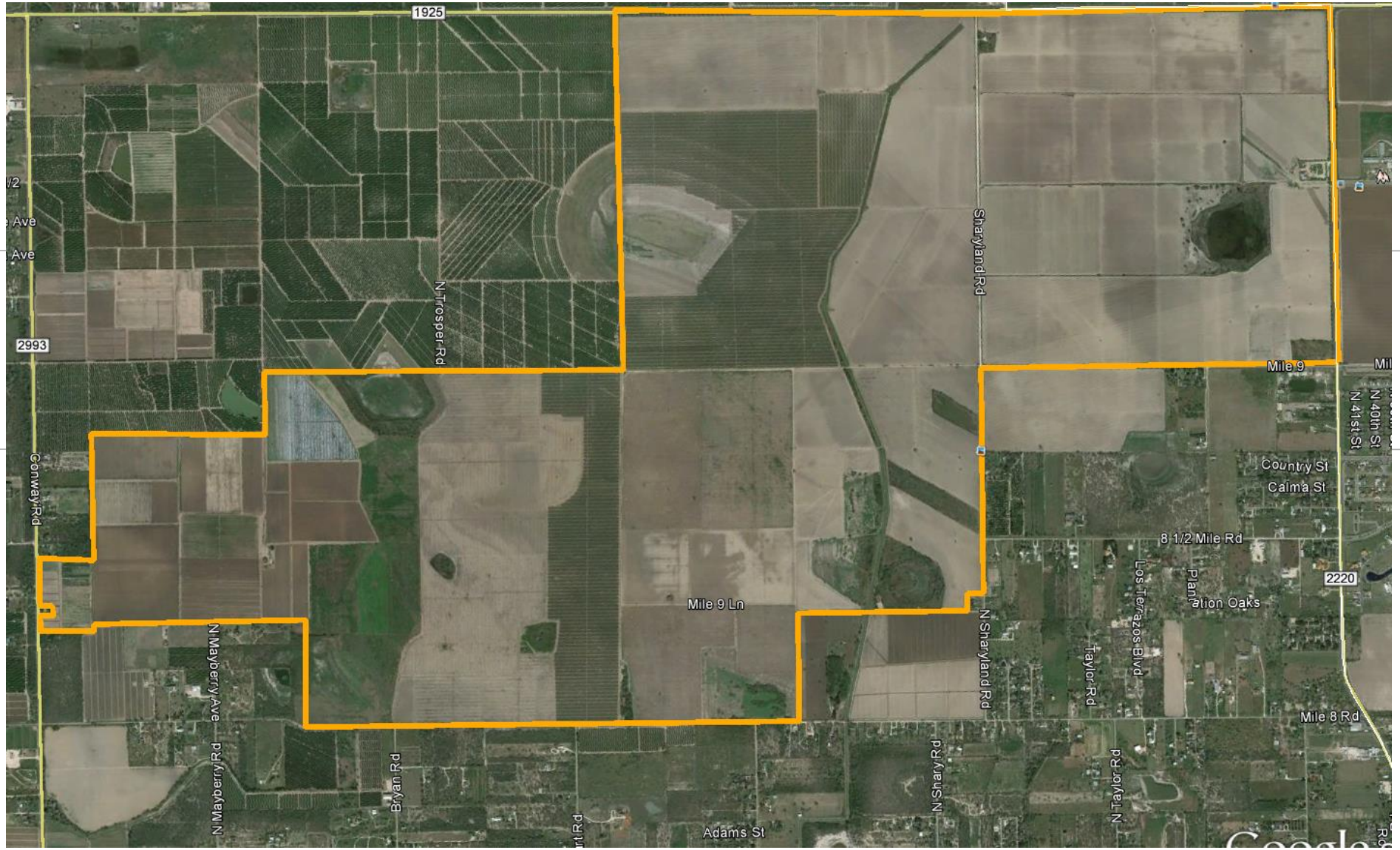
Financing Schedule

Financing Timeline	
Week 1	▪ Kickoff Meeting, ▪ Hire All Consultants ▪ Refine Business Points As Necessary
Week 2	▪ First Draft Indenture Distributed
Week 3	▪ First Draft Preliminary Offering Statement (POS) Distributed ▪ Comments due on Indenture
Week 4	▪ Second Draft Indenture Distributed ▪ Comments due on POS
Week 5	▪ Second Draft POS Distributed ▪ Documents Sent to Rating Agencies and Insurers ▪ [Prefile with Attorney General As Necessary]
Week 6	▪ Rating Agency Conference Calls and Presentations ▪ Receive Rating
Week 7	▪ Post POS Electronically ▪ C of O Marketing Begins
Week 8 & 9	▪ C of O Pricing
Week 11	▪ C of O Closing

Project Plan and Finance Plan – General Information

DESCRIPTION AND MAP SHOWING EXISTING USES AND CONDITIONS OF REAL PROPERTY IN THE ZONE

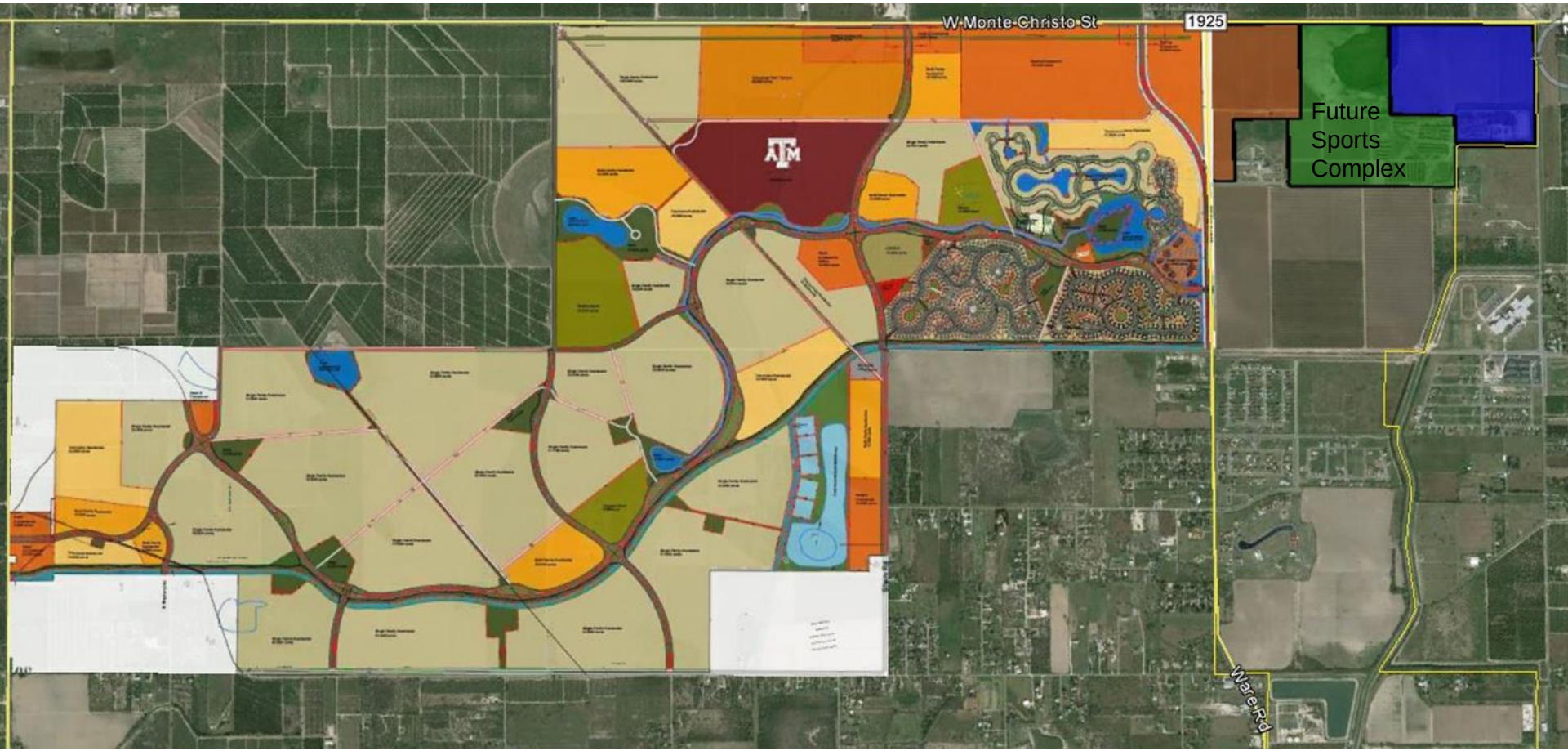
All real property in the Zone is currently undeveloped farm land, with no residential structures, and is under agricultural exemption.



DESCRIPTION AND MAP SHOWING PROPOSED USES OF PROPERTY IN THE ZONE

The proposed uses in the Zone are as depicted in the Original Finance and Project Plan, as modified in the Below Land Plan
The proposed use of the 100 Acre A&M Site will be an institutional and/or office use meeting the requirements of the C-4 Zoning District
All other Land Use and Zoning will be adjusted as indicated below
No other changes in City or County Master Plan, building codes, other municipal ordinances, and subdivision rules and regulations are required

(A full size copy of the below plan is available for inspection and copying at the Board's Office)



OTHER PROJECT PLAN DETAILS:

ESTIMATED PROJECT COSTS: The Original Project and Finance Plan for the Zone is not reduced or diminished by this Amendment. This Amendment only structures financing for funding (Series B) of the first $24.5mm of the overall $258.9mm in infrastructure costs, and adds an additional $10mm in vertical and onsite project cost for building on the 100 acre Site, and structures Contract Revenue Bond financing (Series A) for funding such $10.0mm.

ESTIMATED NON-PROJECT COSTS:
$0.00

METHOD OF RELOCATING PERSONS TO BE DISPLACED:
No displacement will occur as a result of the Project

OTHER FINANCE PLAN DETAILS:

ESTIMATED PROJECT COSTS OF THE ZONE: The project costs for infrastructure and administrative expenses for the original Tres Lagos Project is provided in the Original Project and Finance Plan for the Zone and will not substantially change as a result of this Amendment and Supplemental Project and Finance Plan for the A&M Project. The only changes to the Original Project and Finance Plan will be the issuance of Series B Certificates of Obligation to fund Project Costs, the issuance of Series A Contract Revenue Bonds and the priority of use of the TIF funds which will be:

(1st) Payment of Series A and Series B debt service
(2nd) Payment of City Approved Pre-TIRZ Administrative costs
(3rd) Payment of City and County Approved Administrative costs
(4th) Payment of City project costs (fiber, water reuse, and fire station)
(5th) Payment of those public works and public improvements in those locations and quantities as set forth in the Original Project and Finance Plan, as amended and supplemented hereby.

OTHER FINANCE PLAN DETAILS (con't.):

ECONOMICALLY FEASIBILITY AND ECONOMIC FEASIBILITY STUDY DETAILS:
The economic feasibility of this Project Plan and Finance Plan, as amended and supplemented hereby, was analyzed by the independent economic consultant for the Developer, City Staff, and County Staff. In addition all financial projections contained in this Project and Finance Plan were reviewed, stress tested, and adjusted by the City's Financial Advisor, and by Jeffries, for the contemplated bond transactions. After consultation with the above parties, and after consideration of this Plan and its attachments, by their respective action approving this Amended and Supplemental Project Plan and Finance Plan, the Board of the Zone and the Commission for the City of McAllen find that this Project Plan and Finance Plan is Economically Feasible and will provide benefit to the City of McAllen and Hidalgo County.

ESTIMATED AMOUNT OF BONDED INDEBTEDNESS TO BE INCURRED:
(1) Series A for funding Project Cost of vertical construction and associated site work -$10,000,000.00 (plus cost of issuance)
(1) Series B for funding Project Cost of Master Infrastructure for expanded Phase I -$24,5000,000.00 (plus cost of issuance)

ESTIMATED TIME WHEN RELATED COSTS OR MONETARY OBLIGATIONS ARE TO BE INCURRED:
Year 2016 -See slides on pages 8 thru 27 hereof for details of issuance of obligations

DESCRIPTION OF THE METHODS OF FINANCING ALL ESTIMATED PROJECT COSTS AND THE EXPECTED SOURCES OF REVENUE TO FINANCE OR PAY PROJECT COSTS, INCLUDING THE PERCENTAGE OF TAX INCREMENT TO BE DERIVED FROM THE PROPERTY TAXES OF EACH TAXING UNIT ANTICIPATED TO CONTRIBUTE TAX INCREMENT TO THE ZONE THAT LEVIES TAXES ON REAL PROPERTY IN THE ZONE:
Method of financing project costs and percent of Tax Increment to be derived from taxes of each taxing unit are set forth in the forgoing slides and spreadsheets on pages 9 thru 30 hereof. In summary they are:

	Original Project Tres Lagos	Supplemental Project A&M Project
City of McAllen Tax Increment	80%	20%
Hidalgo County Tax Increment	77%	23% (only if shortfall in Series A debt service)

CURRENT TOTAL APPRAISED VALUE OF TAXABLE REAL PROPERTY IN THE ZONE:
Appraised assessed value: $1,064,613.00

ESTIMATED CAPTURED APPRAISED VALUE OF THE ZONE DURING EACH YEAR OF ITS EXISTENCE:
See tables on page 17 hereof

DURATION OF THE ZONE:
30 years

BOND ISSUANCE TEAM:
Financial Adviser: First Southwest -Anne Burger Entrekin
Co-Underwriters: Jeffries – Matt Challis & Raymond James -Tom Oppenheim

EXHIBIT ___

September 10, 2015

METES AND BOUNDS DESCRIPTION
100.00 ACRES OUT OF ALL OF LOTS 1-5, BLOCK 1, AND PORTIONS OF LOTS 6-10, BLOCK 5, M & M SUBDIVISION, HIDALGO COUNTY, TEXAS

A tract of land containing 100.00 acres situated in Hidalgo County, Texas, said 100.00 acres being all of Lots 1-5, Block 1, and part or portion out of Lots 6-10, Block 5, M & M SUBDIVISION, Recorded in Volume 8, Page 20, Hidalgo County Map Records, said 100.00 acres also being more particularly described as follows:

BEGINNING at the Northeast corner of said Lot 3, Block 1 said corner being within the right-of-way of Monte Cristo Road (FM 1925), for the Northeast corner of this tract;

1. THENCE, S 09° 01' 00" W along the East line of Lots 3, 4 and 5, Block 1, within the 40 foot right-of-way of 29th Street (Rooth Road) a distance of 1983.50 feet to the Southeast corner of this tract;

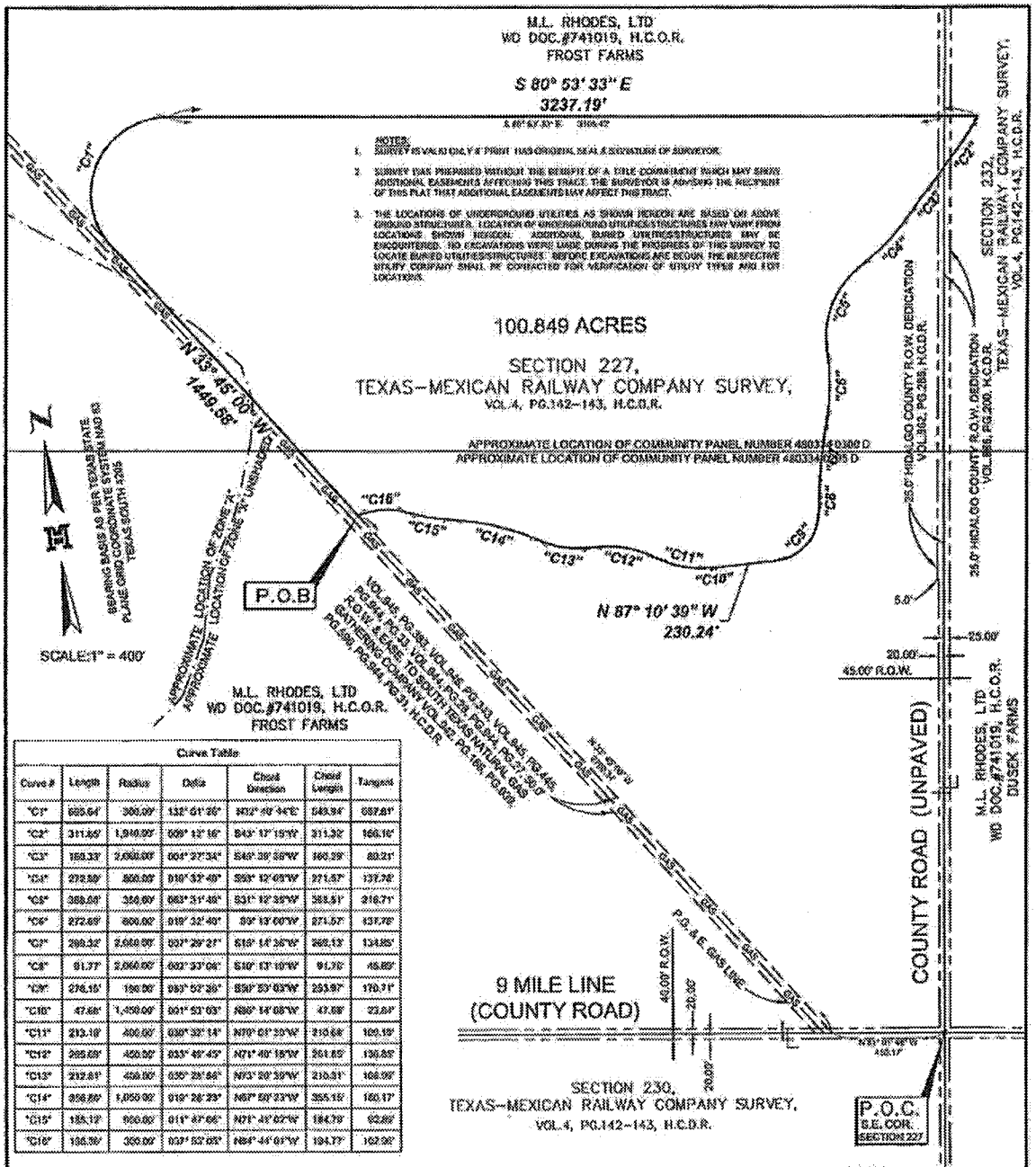
2. THENCE, N 80° 14' 00" W a distance of 2204.13 feet to the Southwest corner of this tract;

3. THENCE, N 09° 01' 00" E a distance of 1969.41 feet to the North line of said Lot 6, Block 5, for the Northwest corner of this tract;

4. THENCE, S 80° 36' 00" E along the North line of Lots 6, and 7, Block 5 and Lots 2 and 3, Block 1, and within the existing right-of-way of Monte Cristo Road (FM 1925), a distance of 2203.99 feet to the POINT OF BEGINNING and containing 100.00 acres, of which 1.625 acres lie within Monte Cristo Road (FM 1925), leaving a net of 98.375 acres of land, more or less.

I, FRED L. KURTH, A REGISTERED PROFESSIONAL LAND SURVEYOR DO HEREBY AFFIRM THAT THIS METES AND BOUNDS DESCRIPTION REPRESENTS THE RESULTS OF AN EASEMENT SURVEY MADE ON THE GROUND ON 09-10-2015 UNDER MY DIRECTION AND SUPERVISION.

FRED L. KURTH, R.P.L.S. #4750 DATE: 9/10/15



Curve Table						
Curve #	Length	Radius	Delta	Chord Direction	Chord Length	Tangent
"C1"	665.64'	300.00'	132° 01' 25"	N12° 49' 44"E	533.94'	557.81'
"C2"	311.65'	1,940.00'	009° 12' 16"	S43° 17' 15"W	311.32'	166.15'
"C3"	168.33'	2,060.00'	004° 41' 34"	S48° 39' 58"W	168.29'	89.21'
"C4"	278.89'	800.00'	019° 57' 49"	S58° 12' 03"W	277.57'	137.76'
"C5"	388.08'	356.89'	062° 31' 48"	S31° 12' 38"W	369.51'	216.71'
"C6"	272.69'	800.00'	019° 32' 40"	S9° 13' 00"W	271.57'	137.76'
"C7"	269.32'	2,060.00'	007° 29' 21"	S15° 14' 36"W	269.13'	134.85'
"C8"	91.77'	2,060.00'	002° 33' 06"	S19° 13' 10"W	91.76'	45.89'
"C9"	276.15'	180.00'	087° 52' 35"	S39° 53' 03"W	249.97'	170.71'
"C10"	47.68'	1,450.00'	001° 53' 03"	N86° 14' 08"W	47.68'	23.84'
"C11"	213.18'	400.00'	030° 32' 14"	N70° 01' 33"W	210.68'	109.15'
"C12"	265.69'	450.00'	033° 49' 45"	N71° 49' 18"W	261.85'	136.85'
"C13"	212.81'	450.00'	027° 05' 56"	N73° 39' 39"W	210.81'	108.09'
"C14"	356.89'	1,050.00'	019° 28' 23"	N87° 50' 23"W	355.15'	180.17'
"C15"	188.13'	950.00'	011° 47' 06"	N71° 46' 02"W	184.79'	82.89'
"C16"	188.39'	350.00'	037° 52' 05"	N84° 44' 01"W	184.77'	152.98'

PLAT SHOWING
A 100.849 ACRES CONSISTING OF:
100.531 ACRES OUT OF SECTION 227, AND 0.318 OF ONE ACRE
OUT OF SECTION 232,
TEXAS-MEXICAN RAILWAY COMPANY SURVEY
ACCORDING TO THE PATENT ISSUED BY THE STATE OF TEXAS,
TO W. S. DAUGHERTY RECORDED
IN VOLUME 4, PAGES142-143, H.C.D.R.,
HIDALGO COUNTY, TEXAS

EXHIBIT "B"

LEGEND:
— GAS — GAS — GAS LINE
S.E. COR.- SOUTHEAST CORNER
P.O.B.- POINT OF BEGINNING
P.O.C.- POINT OF COMMENCING
R.O.W.- RIGHT-OF-WAY
H.C.D.R.-HIDALGO COUNTY DEED RECORDS
H.C.O.R.-HIDALGO COUNTY OFFICIAL RECORDS
℄ LOT LINE

FLOOD ZONE
ZONE "X" UNSHADED
AREAS DETERMINED TO BE OUTSIDE 500-YEAR FLOODPLAIN.
COMMUNITY-PANEL NUMBER: 480334 0360 D
MAP REVISED: JUNE 06, 2000

ZONE "A"
SPECIAL FLOOD HAZARD AREAS INUNDATED BY 100-YEAR FLOOD.
NO BASE FLOOD ELEVATIONS DETERMINED.
COMMUNITY-PANEL NUMBER: 480334 0365 D
MAP REVISED: JUNE 06, 2000

SECTION 227 SUBJECT TO:
1.) G.P.L. EASEMENT VOL.682, PG.311, H.C.D.R. (E. 100 Ac. OF W. 200 Ac. OF N. 360 Ac.)
2.) G.P.L. EASEMENT VOL.826, PG.692, H.C.D.R. (W. 100 Ac. OF N. 360 Ac.)
3.) G.P.L. EASEMENT VOL.688, PG.115, H.C.D.R. (E. 160 Ac. OF N. 360 Ac.)

I, FRED L. KURTH, A REGISTERED PROFESSIONAL LAND SURVEYOR, DO HEREBY CERTIFY THE FOREGOING PLAT TO BE TRUE AND CORRECT REPRESENTATION OF A SURVEY MADE ON THE GROUND ON 09/10/15 UNDER MY DIRECTION AND SUPERVISION.

STATE OF TEXAS
REGISTERED
FRED L. KURTH
4750
PROFESSIONAL
LAND SURVEYOR

FRED L. KURTH, RPLS No. 4750 DATE:

MELDEN & HUNT INC.
CONSULTANTS · ENGINEERS · SURVEYORS
TBPLS No. 10060000
227 N. F.M. 3167
RIO GRANDE CITY, TX 78582
PH: (956) 487-5356
FAX: (956) 488-8591
115 W. McINTYRE
EDINBURG, TX 78541
PH: (956) 381-0981
FAX: (956) 381-1839
ESTABLISHED 1947
www.meldenandhunt.com

BOOK 1, PG.
DATE: 09-08-15
JOB No. 07125.02
FILE NAME: SURVEY TEXAS A&M
DRAWN BY: R.N.

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EXHIBIT IV

September 10, 2015

METES AND BOUNDS DESCRIPTION
95.465 ACRES BEING ALL LOTS 1-5, BLOCK 1, AND PORTIONS OF LOTS 6-10, BLOCK 5, M & M SUBDIVISION, HIDALGO COUNTY, TEXAS

A tract of land containing 95.465 acres situated in Hidalgo County, Texas, said 95.465 acres being all of Lots 1-5, Block 1, and part or portion out of Lots 6-10, Block 5, all out of M & M SUBDIVISION, recorded in Volume 8, Page 20, Hidalgo County Map Records, said 95.465 acres also being more particularly described as follows:

BEGINNING at the Northeast corner of said Lot 3, Block 1 and being within the existing right-of-way of Monte Cristo Road (FM 1925), for the Northeast corner of this tract;

1. THENCE, S 09° 01' 00" W along the East line of said Lots 3, 4 and 5, Block 1, and within the existing right-of-way of 29th Street (Rooth Road), a distance of 1983.50 feet to the Southeast corner of this tract;

2. THENCE, N 80° 14' 00" W a distance of 2103.82 feet to the Southwest corner of this tract;

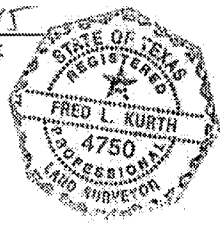
3. THENCE, N 09° 01' 00" E a distance of 1970.05 feet to the North line of said Lot 6, Block 5, for the Northwest corner of this tract;

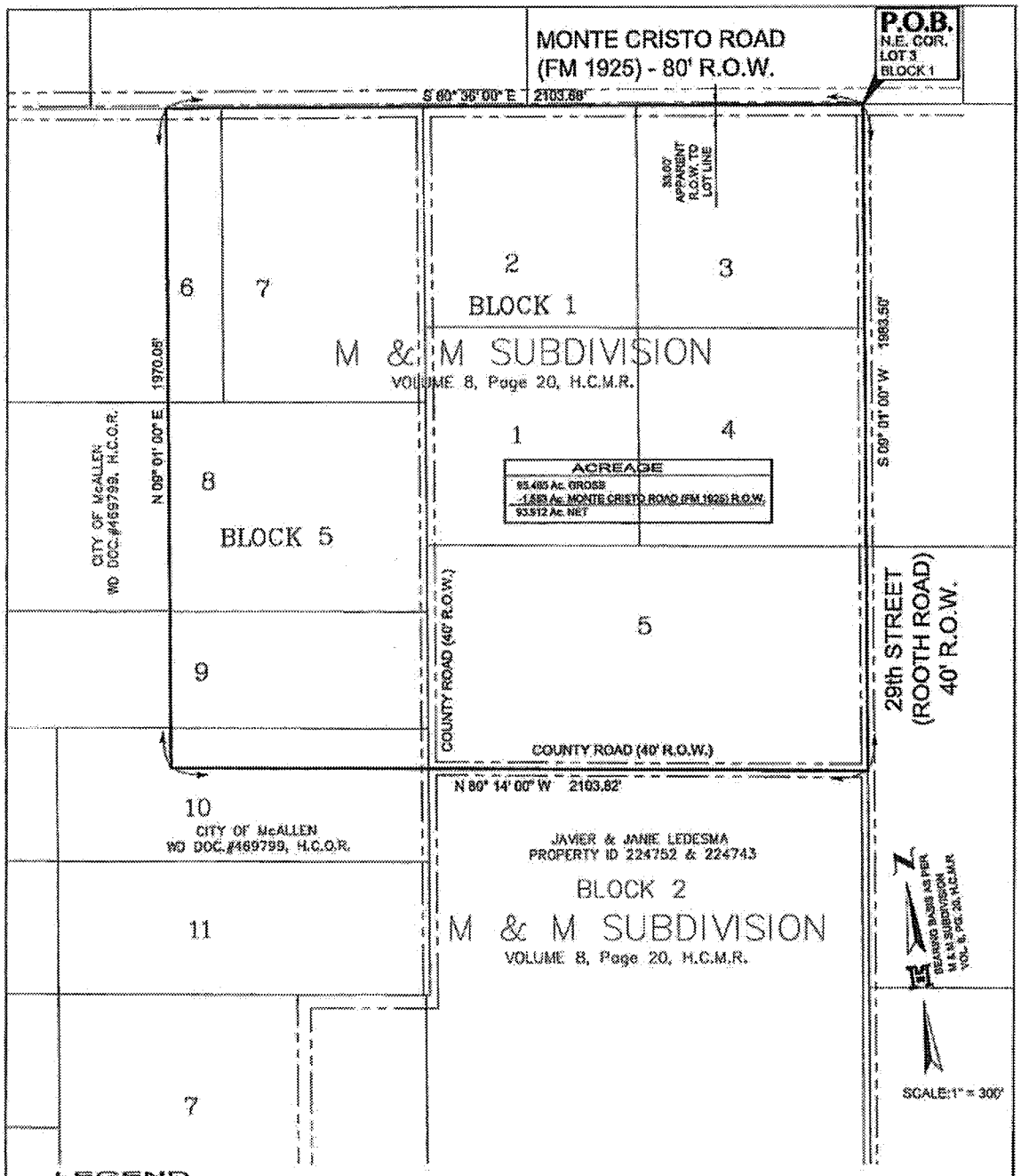
4. THENCE, S 80° 36' 00" E along the North line of said Lots 6 and 7, Block 5 and Lots 2 and 3, Block 1, and within the existing right-of-way of Monte Cristo Road (FM 1925), a distance of 2103.68 feet to the POINT OF BEGINNING and containing 100.00 acres, of which 1.553 acres lie within Monte Cristo Road (FM 1925), leaving a net of 93.912 acres of land, more or less.

I, FRED L. KURTH, A REGISTERED PROFESSIONAL LAND SURVEYOR DO HEREBY AFFIRM THAT THIS METES AND BOUNDS DESCRIPTION REPRESENTS THE RESULTS OF A SURVEY MADE ON THE GROUND ON 09-10-2015 UNDER MY DIRECTION AND SUPERVISION.

Fred L. Kurth 9-11-15

FRED L. KURTH, R.P.L.S. #4750 DATE:





LEGEND

R.O.W. - RIGHT OF WAY
H.C.M.R. - HIDALGO COUNTY MAP RECORDS
H.C.O.R. - HIDALGO COUNTY OFFICIAL RECORDS
N.E. COR. - NORTHEAST CORNER
P.O.B. - POINT OF BEGINNING
W.D. - WARRANTY DEED
DOC. - DOCUMENT

PLAT SHOWING
95.465 ACRES BEING ALL OF LOTS 1-5, BLOCK 1, AND PORTIONS OF LOTS 6-10, BLOCK 5, M & M SUBDIVISION, RECORDED IN VOLUME 8, PAGE 20, H.C.M.R., HIDALGO COUNTY, TEXAS

NOTES:

1. SURVEY IS VALID ONLY IF PRINT HAS ORIGINAL SEAL & SIGNATURE OF SURVEYOR.
2. SURVEY WAS PREPARED WITHOUT THE BENEFIT OF A TITLE COMMITMENT WHICH MAY SHOW EASEMENTS AFFECTING THIS TRACT. THE SURVEYOR IS ADVISING THE RECIPIENT OF THIS PLAT THAT EASEMENTS MAY AFFECT THIS TRACT.

I, FRED L. KURTH, A REGISTERED PROFESSIONAL LAND SURVEYOR, DO HEREBY CERTIFY THE FOREGOING PLAT TO BE TRUE AND CORRECT REPRESENTATION OF A SURVEY MADE ON THE GROUND ON 09/10/15 UNDER MY DIRECTION AND SUPERVISION.

STATE OF TEXAS
REGISTERED
FRED L. KURTH
4750
PROFESSIONAL
LAND SURVEYOR

Fred L. Kurth 9-11-15

FRED L. KURTH, RPLS No. 4750 DATE:

FLOOD ZONE
ZONE "X" (UNSHADED)
AREAS DETERMINED TO BE OUTSIDE 500-YEAR FLOODPLAIN.
COMMUNITY-PANEL NUMBER: 480334 0005 C
MAP REVISED: JUNE 6, 2000
REVISED TO REFLECT LOMR: MAY 17, 2001

EXHIBIT "B"

MELDEN & HUNT INC.
CONSULTANTS • ENGINEERS • SURVEYORS
TBPLS No. 10008500
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FAX: (956) 486-8391
115 W. McINTYRE
EDINBURG, TX 78541
PH: (956) 381-0981
FAX: (956) 381-1839
ESTABLISHED 1947
www.meldenandhunt.com

DATE: 09-10-15
JOB No. 07109.02
FILE NAME: SECURITY SURVEY
DRAWN BY: R.N.

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September 10, 2015

METES AND BOUNDS DESCRIPTION
54.535 ACRES OUT OF SECTION 231, TEXAS-MEXICAN RAILWAY COMPANY SURVEY, HIDALGO COUNTY, TEXAS

A tract of land containing 54.535 acres situated in Hidalgo County, Texas, said 54.535 acres being a part or portion out of SECTION 231, TEXAS-MEXICAN RAILWAY COMPANY SURVEY, according to the patent issued by the State of Texas to W.S. Daugherty Recorded in Volume 4, Page 142-143, Hidalgo County Deed Records, said 54.535 acres also being more particularly described as follows:

BEGINNING at the Northwest corner of said Section 231, said corner being in the intersection of Ware Road (FM 2220) and Monte Cristo Road (FM 1925), for the Northwest corner of this tract;

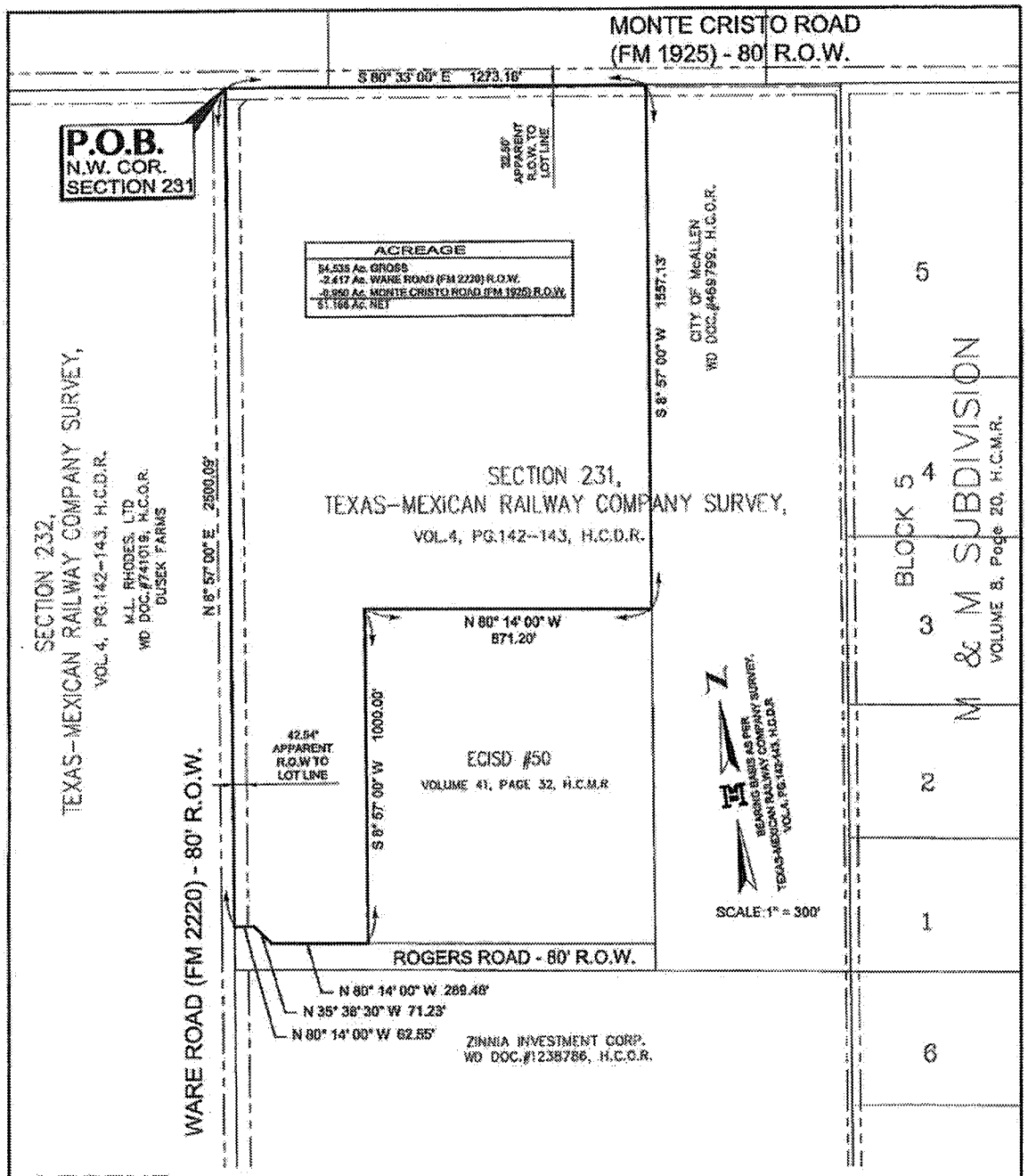
1. THENCE, S 80° 33' 00" E a distance of 1273.16 feet to the Northeast corner of this tract;
2. THENCE, S 08° 57' 00" W a distance of 1557.13 feet to the Northernmost Southeast corner of this tract;
3. THENCE, N 80° 14' 00" W along the North line of ECISD #50 as recorded in Volume 41, Page 32, Hidalgo County Map Records, a distance of 871.20 feet to an inside corner of this tract;
4. THENCE, S 08° 57' 00" W along the West line of said ECISD #50, a distance of 1000.00 feet to the Southernmost Southeast corner of this tract;
5. THENCE, N 80° 14' 00" W along the existing North right-of-way line of Rogers Road (80' right-of-way) a distance of 289.48 feet to an outside point of this tract;
6. THENCE, N 35°38' 30" W along a corner clip of said Rogers Road, a distance of 71.23 feet to an inside corner of this tract;
7. THENCE, N 80°14' 00" W along a corner clip of said Rogers Road, a distance of 62.55 feet to the Southwest corner of this tract;
8. THENCE, N 08° 57' 00" E along the West line of said Section 231 and within the existing right-of-way of Ware Road (FM 2220) a distance of 2500.09 feet to the POINT OF BEGINNING, and containing 54.535 acres of land, more or less, of which 0.950 of one acre lies within Monte Cristo Road (FM 1925) and 2.417 acres lie within Ware Road (FM 2220), leaving a net of 51.168 acres more or less.

I, FRED L. KURTH, A REGISTERED PROFESSIONAL LAND SURVEYOR DO HEREBY AFFIRM THAT THIS METES AND BOUNDS DESCRIPTION REPRESENTS THE RESULTS OF A SURVEY MADE ON THE GROUND ON 09-10-2015 UNDER MY DIRECTION AND SUPERVISION.

Fred L Kurth 9-11-15

FRED L. KURTH, R.P.L.S. #4750 DATE:

Y:\Land Development\Residential\Mcallen\07105 - Tres Lagos\07105.00 - Plat Development\Metes & Bounds\M&B Mcallen Swap-West.Docx9/11/2015 10:35 AM



LEGEND

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.W. COR. - NORTHWEST CORNER
P.O.B. - POINT OF BEGINNING
W.D. - WARRANTY DEED
DOC. - DOCUMENT

PLAT SHOWING
54.535 ACRES OUT OF SECTION 231,
TEXAS-MEXICAN RAILWAY COMPANY SURVEY,
ACCORDING TO THE PATENT ISSUED BY THE STATE OF TEXAS,
TO W. S. DAUGHERTY RECORDED IN VOLUME 4, PAGES142-143, H.C.D.R.,
HIDALGO COUNTY, TEXAS

NOTES:

1. SURVEY IS VALID ONLY IF PRINT HAS ORIGINAL SEAL & SIGNATURE OF SURVEYOR.
2. SURVEY WAS PREPARED WITHOUT THE BENEFIT OF A TITLE COMMITMENT WHICH MAY SHOW EASEMENTS AFFECTING THIS TRACT. THE SURVEYOR IS ADVISING THE RECIPIENT OF THIS PLAT THAT EASEMENTS MAY AFFECT THIS TRACT.

I, FRED L. KURTH, A REGISTERED PROFESSIONAL LAND SURVEYOR, DO HEREBY CERTIFY THE FOREGOING PLAT TO BE TRUE AND CORRECT REPRESENTATION OF A SURVEY MADE ON THE GROUND ON 09/10/15 UNDER MY DIRECTION AND SUPERVISION.

9-11-15

FRED L. KURTH, RPLS No. 4750 DATE:

FLOOD ZONE
ZONE "X" (UNSHADED)
AREAS DETERMINED TO BE OUTSIDE 500 YEAR FLOODPLAIN.
COMMUNITY-PANEL NUMBER: 480334 0005 D
MAP REVISED: JUNE 6, 2000
REVISED TO REFLECT LOMR: MAY 17, 2001

EXHIBIT "B"

MELDEN & HUNT INC.
CONSULTANTS • ENGINEERS • SURVEYORS
TBPLS No. 10053900
227 N. F.M. 3167
RIO GRANDE CITY, TX 78582
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FAX: (956) 488-8591
115 W. McINTYRE
EDINBURG, TX 78541
PH: (956) 381-0981
FAX: (956) 381-1839
ESTABLISHED 1947
www.meldenandhunt.com

DATE: 09-10-15
JOB No. 0710S.02
FILE NAME: SECURITY SURVEY
DRAWN BY: R.N.

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ORDER RATIFYING
AMENDED AND RESTATED INTERLOCAL AGREEMENT
(AS TO MCALLEN TIRZ NUMBER ONE)

WHEREAS, pursuant to Ordinance No. 2014-75 adopted by the City Commission of the **CITY OF MCALLEN, TEXAS** (the *"**City***") on December 22, 2014, the City created **REINVESTMENT ZONE NUMBER ONE, CITY OF MCALLEN, TEXAS** (the "***Zone***") in accordance with the provisions of Chapter 311, Texas Tax Code, as amended and

WHEREAS, **HIDALGO COUNTY, TEXAS** (the "***County***") agreed to participate in the Zone, based on the benefits and special circumstances for economic development that will be generated through the creation of, and participation by the County in, the project known as the Tres Lago Development Project, as referenced in the Commissioners Court Order of March 17, 2015;

WHEREAS, the City, the County, Rhodes Enterprises, Inc. (the "***Developer***") and the Zone entered into that certain *Interlocal Agreement*, dated as of March 17, 2015 (the "***Interlocal Agreement***"), which provides, among other things, that the City participate in the Zone at a level of 80% of the City's M&O tax rate and the County participate in the Zone at a level of 77% of the Applicable M&O Tax Rate and a maximum contribution by the County of $143,318,484 (the "***Original Cap***"); and

WHEREAS, the City and the board of the Zone approved a supplemental plan for the Zone, which includes, in accordance with a Letter of Intent dated and entered into September 15, 2015, among The Texas A&M University System and Texas A&M University (collectively, "Texas A&M"), the City and the County, the development, on approximately 100 acres of land within the original Tres Lagos Development Project, of a new Texas A&M campus (the "***Supplemental Project***"); and

WHEREAS, the County previously determined that the Tres Lagos Development Project for the Zone, even without the Supplemental Project, satisfied the requirements of Section VI.3.a.ii of the Amended and Restated Tax Increment Reinvestment Zone Participation Policy for Hidalgo County (as such policy was amended on March 10, 2015, the "***TIRZ Policy***"), which authorizes County participation at an amount not to exceed 100% of the Applicable M&O Tax Rate, as such term is defined in the TIRZ Policy; and

WHEREAS, on September 15, 2015, the City Council of the City and the Commissioners Court of the County met together to consider the Supplemental Project, and the benefits of it, including to economic development, at which time the City, the County, the Developer and the Zone deemed it necessary and appropriate to amend the Interlocal Agreement for the purposes of adding the Supplemental Project, and implementing the supplemental plan, including increasing the City's and the County's

participation, providing for the related bonds and/or other financing, and adding the **TRES LAGOS PUBLIC IMPROVEMENT DISTRICT** (the "***PID***") as a party, all as set forth in that certain *First Amendment to Interlocal Agreement* (the "***First Amendment***") among such parties dated September 15, 2015; and

WHEREAS, pursuant to the Interlocal Agreement as amended by the First Amendment, the County's original pledge of 77% of the tax increment remained subject to the Original Cap and the County's additional pledge for the Supplemental Project was subject to a maximum of $6.8 million (the "***Additional Pledge Cap***", and together with the Original Cap, the "***Aggregate Cap***"), and;

WHEREAS, the City and the board of the Zone subsequently amended the Supplemental Project and Finance Plan, which was approved by the board of the Zone, on November 25, 2015, and the City, on December 14, 2015, approved (as so amended, the "***Supplemental Plan***"); and

WHEREAS, in order to implement the Supplemental Plan for the Supplemental Project, the City requested changes to the Interlocal Agreement as amended by the First Amendment, including changing the allocation of the County's tax increment contributions such that during the years 2015 – 2025 up to 33%, instead of 23%, of the County's tax increment will be allocated to the Additional Pledge Cap and during such years 67% of the County's tax increment, instead of 77%, will be allocated to the Original County Cap, while the Aggregate Cap remains unchanged; and

WHEREAS, the County found that the Supplemental Project will bring substantial additional benefits to economic development in the County;

WHEREAS, the City, the County, the Developer, the PID and the Zone deemed it necessary and appropriate to amend the Interlocal Agreement for the purpose of adding the amended Supplemental Project, and implementing certain changes related to providing for the related bonds and/or other financing, and restating the Interlocal Agreement as amended, all as set forth in that certain *Amended and Restated Interlocal Agreement* (the "***Restated Agreement***") among such parties dated December 15, 2015; and

WHEREAS, the Commissioners Court of the County approved a substantially final draft of the Restated Agreement, with such changes thereto as are approved by the County Judge of the County, with advice of the County's attorneys; and

WHEREAS, the County Judge with representatives of the other parties finalized the Restated Agreement, and the Restated Agreement was approved by the Commissioners Court of the County on April 5, 2016, but the order (the "***April 2016 Order***") was not signed due a question arising as to which version of the Restated Agreement had been approved;

WHEREAS, the Commissioners Court, having previously determined that it is necessary and appropriate to assist with financing the Supplemental Project by entering into the final Restated Agreement to accomplish the purposes set forth therein, wishes to ratify its approval of the Restated Agreement in the form attached hereto as Exhibit I (the "***Final Amended and Restated Interlocal Agreement***"); and

WHEREAS, the intent of Commissioners Court in approving the April 2016 Order was to approve the Final Amended and Restated Interlocal Agreement in the form attached hereto as Exhibit I, so in approving this Order negates the need for the April 2016 Order; and

WHEREAS, it is hereby officially found and determined that the meeting at which this Order was passed was open to the public, and public notice of the time, place and purpose of said meeting was given, all as required by Chapter 551, Texas Government Code;

NOW THEREFORE:

BE IT ORDERED BY THE COMMISSIONERS COURT OF HIDALGO COUNTY, TEXAS:

SECTION 1. APPROVAL OF FINAL AMENDED AND RESTATED INTERLOCAL AGREEMENT. The Final Amended and Restated Interlocal Agreement is hereby approved in the form attached hereto as Exhibit I, and the County Judge is authorized to execute, and the County Clerk is authorized to attest, the Final Amended and Restated Interlocal Agreement on behalf of the County and deliver same, and when executed and delivered, the Final Amended and Restated Interlocal Agreement shall become a valid and binding obligation of the County in accordance with its terms.

SECTION 2. ENFORCEABILITY OF ORDER. If any section, paragraph, clause, or provision of this Order shall be held to be invalid or unenforceable, the invalidity or unenforceability of such section, paragraph, clause, or provision shall not affect any of the remaining provisions of this Order. In case any obligation of the County authorized or established by this Order or the Final Agreement is held to be in violation of law as applied to any person or any circumstance, such obligation shall be deemed to be the obligation of the County to the fullest extent permitted by law. The April 2016 Order will not be signed and is superseded by this Order.

SECTION 3. INCORPORATION OF RECITALS. The Commissioners Court hereby finds that the statements set forth in the recitals of this Order are true and correct, and the Commissioners Curt hereby incorporates such recitals as a part of this Order.

SECTION 4. **EFFECTIVE DATE**. This Order shall become effective immediately upon on the passage hereof.

PASSED, APPROVED and ADOPTED this 7th day of April 2016.

HIDALGO COUNTY, TEXAS

By: _____
Ramon Garcia
County Judge
Hidalgo County, Texas

ATTEST:

_____
Arturo Guajardo, Jr.
Hidalgo County Clerk

Exhibit I to County Order

FINAL AMENDED AND RESTATED INTERLOCAL AGREEMENT

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

Fwd: Agenda Item on TIRZ McAllen I

From : Virginia R Jones <virginia.jones@co.hidalgo.tx.us> Mon, Jun 06, 2016 02:32 PM
Subject : Fwd: Agenda Item on TIRZ McAllen I 2 attachments
To : Monica Badillo <monica.badillo@co.hidalgo.tx.us>

Good afternoon Monica,

Please let me know if this legal comment suffices as "legal approval". Attached is the Order that also needs to be included in the backup for our Item. (AI-54916)

Thank you!

Virginia Jones
Administrative Assistant III
Office of County Judge Ramon Garcia
100 E. Cano, Ste 201
Edinburg, Texas 78539
Tel (956) 318-2600, ext. 5004
Fax (956) 318-2699
virginia.jones@co.hidalgo.tx.us
www.co.hidalgo.tx.us

From: "Debra Goetz" <dlg@atlashall.com>
To: "Michael Leo" <michael.leo@co.hidalgo.tx.us>
Cc: "Virginia R Jones" <virginia.jones@co.hidalgo.tx.us>, "Sandra De Leon" <sandra.deleon@co.hidalgo.tx.us>, "Steve Crain" <scrain@atlashall.com>, "erika reyna" <erika.reyna@co.hidalgo.tx.us>
Sent: Sunday, June 5, 2016 6:25:32 PM
Subject: RE: Agenda Item on TIRZ McAllen I

Michael:

As discussed, I prepared and order and it is attached. I have also attached the Word file, but let me know if you are making any changes. Please have the complete agreement attached to the order before anything is done with the order so as to avoid any subsequent question as to what version is approved..

I do not believe I was copied on the email to the City with what you have as the complete agreement, but as that is the final, it should be the attachment to this order.

Debra L. Goetz
ATLAS, HALL & RODRIGUEZ, LLP
818 Pecan Blvd. (78501)
P. O. Box 3725
McAllen, Texas 78502-3725
Direct Dial Number (956) 632-8242
Main Number (956) 682-5501
Fax Number (956) 686-6109
E-mail Address dlg@atlashall.com
(Please note my email address has changed.)

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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.

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image001.jpg
5 KB

6-7-2016 County Order Ratifying Final Amended and Restated Interlocal Agreement (as to McAllen TIRZ Number One - Tres Lagos) v2.pdf
125 KB

AI-54807 Constables 6. A.

CC - REGULAR

Meeting Date: 06/07/2016

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

Department: CONSTABLE PCT. #2

Information

CAPTION

Constable Pct. #2:

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

BACKGROUND

Sec.86.012 Reserve Deputy Constables (a) The Commissioners court of county may authorize a constable of the county to appoint reserve deputy constables. The Commissioners court may limit the number of reserve deputy may appoint.

Fiscal Impact

FISCAL YEAR: ACCT. #:

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

BUDGETARY IMPACT:

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

Attachments

LGC 86.012

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	05/25/2016 04:52 PM
Final Approval	Monica Badillo	06/03/2016 05:59 PM

Form Started By: Roxanne De La Cruz Started On: 05/25/2016 04:40 PM

Final Approval Date: 06/03/2016

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-54862 Sheriff's Office 7. A.

CC - REGULAR

Meeting Date: 06/07/2016

Submitted For: Gabriel Castaneda, SHERIFF DEPT.

Submitted By: Emilia Uriegas, SHERIFF DEPT.

Department: SHERIFF DEPT.

Information

CAPTION

1. Approval of Interlocal Cooperation Agreement for Shooting Range Use/Training between the Hidalgo County Sheriff's Office and the Texas Department of Public Safety.

2. Authorization for County Judge, as authorized official, and County Sheriff to sign two original documents.

BACKGROUND

Fiscal Impact

FISCAL YEAR: ACCT. #:

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

BUDGETARY IMPACT:

No budgetary impact.

Attachments

ICA.TxDPS

Form Review

Inbox	Reviewed By	Date
Emilia Uriegas (Originator)	Emilia Uriegas	06/01/2016 02:40 PM
Budget & Management	Veronica Ortiz	06/01/2016 02:42 PM
Final Approval	Monica Badillo	06/03/2016 05:59 PM

Form Started By: Emilia Uriegas Started On: 06/01/2016 02:14 PM

Final Approval Date: 06/03/2016

STATE OF TEXAS

COUNTY OF HIDALGO

INTERLOCAL COOPERATION ACT AGREEMENT BETWEEN THE COUNTY OF HIDALGO, TEXAS BY AND THROUGH THE HIDALGO COUNTY SHERIFF'S OFFICE AND THE TEXAS DEPARTMENT of PUBLIC SAFETY FOR SHOOTING RANGE USE/TRAINING

This Agreement is entered into, by and between the COUNTY OF HIDALGO, TEXAS (COUNTY) by and through the HIDALGO COUNTY SHERIFF'S OFFICE (SHERIFF'S OFFICE) and the **DEPARTMENT of PUBLIC SAFETY**, hereinafter referred to as LAW ENFORCEMENT AGENCY, pursuant to the authority granted and in compliance with the provisions of the TEXAS INTERLOCAL COOPERATION ACT, (the "Act") Chapter 791, Texas Government Code, as follows:

WHEREAS, the Act, provides that any one or more local government entities may contract with each other for the performance of governmental functions and for the joint use of facilities or services for police protection and for the promotion and protection of the health and welfare of the inhabitants of this State and the mutual benefit of the parties;

WHEREAS, the COUNTY, for the purposes of performing functions of law enforcement through its SHERIFF'S OFFICE, has a shooting range/training facility (RANGE);

WHEREAS, the LAW ENFORCEMENT AGENCY has a need for use of the RANGE which will be utilized in the service of crime prevention and for law enforcement purposes, such as training.

WHEREAS, the SHERIFF'S OFFICE and the LAW ENFORCEMENT AGENCY are located in close proximity and have a common law enforcement and crime prevention initiative and close working relations; and

WHEREAS, the SHERIFF'S OFFICE and the LAW ENFORCEMENT AGENCY have heretofore entered into this Agreement providing for the facility sharing and use of the RANGE to the LAW ENFORCEMENT AGENCY for law enforcement purposes; and

NOW, THEREFORE, to enhance cooperation amongst local law enforcement agencies and express their mutual commitment to the service of crime prevention and for law enforcement purposes, the SHERIFF'S OFFICE and the LAW ENFORCEMENT AGENCY hereby agree as follows:

1. FACILITY SHARING: the SHERIFF'S OFFICE will share and allow use of its RANGE to the LAW ENFORCEMENT AGENCY for use in training related to law enforcement purposes under the following terms and conditions outlined below.

2. IN CONSIDERATION OF THE FACILITY SHARING: the LAW ENFORCEMENT AGENCY further agrees to the following:

    a. The LAW ENFORCEMENT AGENCY shall schedule use of the RANGE at a mutually agreeable time and date.

    b. The LAW ENFORCEMENT AGENCY shall abide by the Firearms Range Safety Rules attached hereto and incorporated by reference as Exhibit "A".

    c. The LAW ENFORCEMENT AGENCY ACCEPTS the RANGE facility in "as-is" condition and acknowledges that the COUNTY and the SHERIFF'S OFFICE make no warranty in any manner as to the fitness of the facility for any specific purpose.

    d. The RANGE is the property of the COUNTY and the SHERIFF'S OFFICE and use of said RANGE is subject to the policies, rules and procedures established by the SHERIFF'S OFFICE.

    e. The LAW ENFORCEMENT AGENCY shall use the RANGE solely in the service of crime prevention and for law enforcement purposes, such as training.

    f. To the extent permitted under the Constitution and the laws of the State of Texas, the LAW ENFORCEMENT AGENCY shall be solely responsible for any injuries or damages to persons or property when the RANGE is used by its employees.

    g. The LAW ENFORCEMENT AGENCY shall provide executed Waiver Agreements for Law Enforcement (attached as Exhibit "B") to the HIDALGO COUNTY SHERIFF'S OFFICE prior to any scheduled use of the RANGE.

3. INDEMNITY: TO THE EXTENT PERMITTED BY THE TEXAS CONSTITUTION AND LAWS OF THE STATE OF TEXAS, THE LAW ENFORCEMENT AGENCY, ITS PREDECESSORS, SUCCESSORS, AND ASSIGNS HEREBY RELEASE, RELINQUISH, AND DISCHARGE THE

COUNTY OF HIDALGO, TEXAS, SHERIFF'S OFFICE, THEIR PREDECESSORS, ASSIGNS, LEGAL REPRESENTATIVES, AND FORMER, · PRESENT AND FUTURE AGENTS, EMPLOYEES, DIRECTORS AND OFFICERS FROM ANY LIABILITY ARISING OUT OF THE USE OF THE RANGE (identified herein) FOR ANY INJURY, INCLUDING DEATH OR DAMAGE TO PERSONS OR TO PROPERTY WHERE SUCH DAMAGE IS SUSTAINED IN CONNECTION WITH OR ARISING OUT OF THE USE OF THE RANGE PROVIDED FOR UNDER THIS AGREEMENT.

4. LAW GOVERNING VENUE: This Agreement will be governed by and construed in accordance with the laws of the State of Texas, and, the obligations and undertakings of each of the parties to this Agreement will be performable in Hidalgo County, Texas.

THE SHERIFF'S OFFICE WILL RECEIVE NO COMPENSATION FROM THE LAW ENFORCEMENT AGENCY FOR ANY FACILITY SHARING PURSUANT TO THIS AGREEMENT. THIS AGREEMENT BECOMES EFFECTIVE ON THE DATE IT IS SIGNED BY BOTH PARTIES. THIS AGREEMENT CAN BE TERMINATED BY EITHER PARTY UPON THIRTY (30) CALENDAR DAYS WRITTEN NOTICE OF INTENT TO TERMINATE.

EXECUTED IN DUPLICATE COPIES, EACH OF WHICH SHALL HAVE THE FULL FORCE AND EFFECT OF AN ORIGINAL, TO BE EFFECTIVE AS STATED HEREIN, BUT MINISTERIALLY SIGNED ON THE DATES INDICATED BELOW.

COUNTY OF HIDALGO, TEXAS:

By: _____ _____
Ramon Garcia, County Judge Date

HIDALGO COUNTY SHERIFF

By: _____ _____
J.E. "Eddie" Guerra, Sheriff Date

ATTEST:

By: _____ _____
Arturo Guajardo, Jr., County Clerk Date

DEPARTMENT of PUBLIC SAFETY:

By: _____ 5/23/16
Amanda Arriaga, Assistant Director, Administration Date

OGC

APPROVED AS TO FORM
Office of Criminal District Attorney, Hidalgo County, Texas

By : _____ **Date:** 5/31/16
Josephine Ramirez Solis, Assistant DA

EXHIBIT "A"

HIDALGO COUNTY SHERIFF'S OFFICE
FIREARMS RANGE SAFETY RULES

1. **Treat all firearms as though they were loaded.**
2. **Always keep your finger off the trigger and outside the trigger guard until on target and ready to shoot.**
3. **Be certain of the target and what is beyond.**
4. **No one is allowed on the range that is taking any substance that could impair the ability to correctly respond to audible or visual commands. This includes, but is not limited to, alcohol or any prescribed or over the counter medications.**
5. **All firearms training must be properly and adequately supervised.**
6. **Strict discipline and bearing will be maintained.**
7. **Upon picking up a firearm, remove magazine, open the action mechanism, and visually and physically checking to see that it is unloaded.**
8. **Keep the firearm pointed down range at all times.**
9. **No tobacco products on the firing line.**
10. **Never permit the muzzle of a firearm to touch the ground.**
11. **Pay strict attention to the Rangemasters.**
12. **No one should be on the firing line except those firing.**
13. **Electronic devices (cell phones, pagers, ipods, etc.) that can distract shooters will not be permitted on the firing line, unless authorized by the Rangemaster as part of the training.**
14. **All outside agency firearm instructors must check in with HCSO Academy Staff prior to commencing training.**
15. **All incidents and injuries at the HCSO firing range must be reported immediately to Academy Staff.**
16. **These rules apply to all personnel regardless of rank or agency.**

HCSO Academy: 381-7979

Emergency: 9-1-1

Air Ambulance: 1-800-247-3822

Waiver Agreement

For Use of Hidalgo County Sheriff's Office Shooting Range by Law Enforcement

I, _____ DO HEREBY CERTIFY THAT I AM OVER THE AGE OF EIGHTEEN (18) AND MAY CONSENT TO THIS AGREEMENT AND WAIVE, HOLD HARMLESS, AND INDEMNIFY THE COUNTY OF HIDALGO, TEXAS AND ITS EMPLOYEES AND ELECTED OFFICIALS FOR THE FOLLOWING:

- THE USE OF THE HIDALGO COUNTY SHERIFF'S OFFICE SHOOTING RANGE AS OPERATED BY THE HIDALGO COUTNY SHERIFF'S OFFICE.

I AM FULLY AWARE OF ANY AND ALL RISKS ASSOCIATED WITH THE ABOVE MENTIONED UNDERTAKING AND FULLY AND UNEQUIVICALLY ASSUME THESE RISKS WHICH MAY INCLUDE, BUT ARE NOT LIMITED TO THE FOLLOWING:

- INJURY AND/OR DEATH TO PERSON,
- INJURY AND/OR DAMAGE TO REAL AND/OR PERSONAL PROPERTY.

FURTHMORE, I FULLY UNDERSTAND AND AGREE THAT I WILL USE THE SHOOTING RANGE IN "AS IS" CONDITION AND THAT THE COUNTY OF HIDALGO EXPRESSLY WANES ANY AND ALL WARRANTIES INCLUDING BUT NOT LIMITED TO WARRANTY OF MERCHANTIBILITY AND WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE.

INDEMNIFICATION:

I HEREBY VOLUNTARILY RELEASE, DISCHARGE, WAIVE AND RELINQUISH ANY AND ALL ACTION OR CAUSES OF ACTION FOR PERSONAL INJURY, PROPERTY DAMAGE, OR WRONGFUL DEATH OCCURRING TO ME AS A RESULT OF MY USE OF THE HIDALGO COUNTY SHERIFF'S OFFICE SHOOTING RANGE. I HEREBY RELEASE, WAIVE, DISCHARGE AND RELINQUISH ANY ACTIONS OR CAUSES OF ACTIONS AFOREMENTIONED, WHICH MAY HEREAFTER ARISE FOR ME AND MY ESTATE, AND AGREE THAT UNDER NO CIRCUMSTANCES WILL I PROSECUTE OR PRESENT ANY CLAIM FOR PERSONAL INJURY, PROPERTY DAMAGE OR WRONGFUL DEATH AGAINST HIDALGO COUNTY OR ANY OF ITS AGENTS AND EMPLOYEES FOR ANY SAID CAUSE OF ACTION, WHETHER THE SAME SHALL ARISE BY NEGLIGENCE OF ANY SAID PERSONS, OR OTHERWISE. IT IS MY INTENT BY SIGNING THIS WAIVER AGREEMENT TO EXEMPT AND RELEASE, INDEMNIFY AND HOLD HARMLESS HIDALGO COUNTY AND ANY OF ITS EMPLOYEES, ITS ELECTED OR APPOINTED OFFICIALS, EMPLOYEES AND AGENTS FOR ANY PERSONAL INJURY, PROPERTY DAMAGE, OR WRONGFUL DEATH.

MY SIGNATURE ON THIS FORM CERTIFIES THAT I HAVE READ AND UNDERSTAND AND AGREE TO THIS WAIVER AGREEMENT AND TO VERIFY MY STATUS AS A LAW ENFORCEMENT OFFICER.

Signature: _____ Date: _____

Print Name: _____ Phone: _____

Agency: _____

Address/location: _____

_____

Signature: _____ Date: _____

Witness/Hidalgo County Representative

AI-54852 Sheriff's Office 7. B.

CC - REGULAR

Meeting Date: 06/07/2016

Submitted For: Gabriel Castaneda, SHERIFF DEPT.

Submitted By: Rosie Hinojosa, SHERIFF DEPT.

Department: SHERIFF DEPT.

Information

CAPTION

Approval to appropriate $85,000.00 from the unreserved fund balance in the Sheriff's Federal Sharing - U.S. Department of Treasury (Fund 1228).

BACKGROUND

See attached Budget Amendment.

Fiscal Impact

FISCAL YEAR: 2016 ACCT. #: 6-1228-421-00-280-006-0-XXX

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

BUDGETARY IMPACT:

Funds available for the appropriation of $85,000.00 as of 06/02/2016.

Appropriation of funds from SHRF FED SHRG-US TREAS-UNASSIGNED F/B 6-1228-258-00-000-000-0-000.

Attachments

Budget Amendment

Form Review

Inbox	Reviewed By	Date
Emilia Uriegas	Emilia Uriegas	06/01/2016 12:44 PM
Budget & Management	Veronica Ortiz	06/01/2016 01:31 PM
Final Approval	Monica Badillo	06/03/2016 05:59 PM

Form Started By: Rosie Hinojosa Started On: 06/01/2016 12:00 PM

Final Approval Date: 06/03/2016

DATE: **June 1, 2016**

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

DEPARTMENT NAME: **Sheriff's Federal Sharing - U.S. Treasury**

ACCOUNT NUMBER: **6-1228-421-00-280-006-0-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
6-1228-421-00-280-006-0-660	Furnishings & Equipment	85,000.00

TOTAL BUDGET INCREASE REQUEST **$ 85,000.00**

REASON: To appropriate monies from the Sheriff's Federal Sharing - U.S. Treasury (unreserved) for replacement of bullet proof vests which will soon expire.

DEPARTMENT HEAD SIGNATURE

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

District Attorney 8. A.

AI-54932

CC - REGULAR
Meeting Date: 06/07/2016
Submitted For: Rosie Cantu, DISTRICT ATTORNEY
Submitted By: Sylvia Solis, DISTRICT ATTORNEY
Department: DISTRICT ATTORNEY

Information

CAPTION

DA Investigation HB65 (1223)
Approval to 2016 appropriation of funds in the amount of $30,000.00 to fund operating expenditures.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2016 ACCT. #: 6-1223-412-00-080-007-0-3xx
FUNDS AVAILABLE Y/N?: y MATCHING FUNDS Y/N?: n

BUDGETARY IMPACT:
Funds available in fund balance as of 06/06/16.

Attachments

APPROPRIATION

Form Review

Inbox	Reviewed By	Date
Final Approval	Monica Badillo	06/03/2016 05:59 PM

Form Started By: Sylvia Solis Started On: 06/03/2016 04:57 PM
Final Approval Date: 06/03/2016

DATE: June 3, 2016

2016
Appropriation

DEPARTMENT HEAD: Ricardo Rodriguez, Jr., District Attorney

DEPARTMENT NAME: District Attorney's Office - Investigation HB65

ACCOUNT NUMBER: 6-1223-412-00-080-007-0-XXX

Contact Person: Sylvia Solis **Ph#:** (956) 318-2300 ext. 8084

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
6-1223-412-00-080-007-0-340	DA CCP59 - TECHNICAL SRV	10,000.00
6-1223-412-00-080-007-0-350	DA CCP59 - OTHER SRV	20,000.00
	TOTAL BUDGET INCREASE (DECREASE)	30,000.00

REASON: Appropriation of funds in the amount of $30,000.00 to fund operating expenditures.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

/ /
DATE

ATTEST COUNTY CLERK

AI-54906

CC - REGULAR
Meeting Date: 06/07/2016
Submitted For: Caryn Gutierrez, HUMAN RESOURCES
Submitted By: Caryn Gutierrez, HUMAN RESOURCES
Department: HUMAN RESOURCES

Information

CAPTION

Precinct 4 CRC (1100):
1. Requesting waiver of the Budget Amendment Policy - Personnel - Related Amendments.
2. Discussion, consideration, and approval of the following personnel actions effective next full pay period:

Action	Dept/Program	Slot #	Position Title	Current Budgeted Salary	Proposed Budgeted Salary
Delete	124-001	0001	Equipment Operator III	$36,470.00	$0.00
Create	124-077	0003	Clerk IV	$0.00	$31,252.00

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

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2016 ACCT. #: 6-1100-432-00-124-001-0-XXX
FUNDS AVAILABLE Y/N?: Y MATCHING FUNDS Y/N?: N
BUDGETARY IMPACT:
Cost Savings

FISCAL YEAR: 2016 ACCT. #: 6-1100-466-00-124-077-0-XXX
FUNDS AVAILABLE Y/N?: Y MATCHING FUNDS Y/N?: N
BUDGETARY IMPACT:
Funds available as of 06/03/16 pending interdepartmental transfer (124-001).

Attachments

Fiscal Note

Clerk IV - PAR & Job Desc
Transfer
par

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	06/03/2016 02:01 PM
Final Approval	Monica Badillo	06/03/2016 05:59 PM

Form Started By: Caryn Gutierrez Started On: 06/03/2016 08:30 AM
Final Approval Date: 06/03/2016

HIDALGO COUNTY
Department of Budget & Management
FISCAL NOTE

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

To: Commissioner' Court
From: Sergio Cruz, Budget Officer
CC Date: Tuesday, June 07, 2016 Agenda Item: 54906

Summary of request/proposal:
Precinct 4 - CRC (1100)-
Approval of the following personnel actions, effective 06/13/16:

Fund	Position	Slot #	Obj	Current Budgeted Salary Allowance	Proposed Budgeted Salary/ Allowance	Total Requested
1100	Clerk IV	0003	113	0.00	31,252.00	31,252.00
				0.00	31,252.00	31,252.00

Budgetary Impact:

INCREASE/DECREASE ACCOUNT NUMBER		ACCOUNT (OBJECT) NAME		AMOUNT
6-1100-466-00-124-077-0-	113	PCT 4 CRC-	REG F/T EMPLOYEES	$17,362.22
6-1100-466-00-124-077-0-	211	PCT 4 CRC-	HEALTH INSURANCE	$3,426.67
6-1100-466-00-124-077-0-	212	PCT 4 CRC-	LIFE INSURANCE	$20.87
6-1100-466-00-124-077-0-	220	PCT 4 CRC-	FICA	$1,328.21
6-1100-466-00-124-077-0-	230	PCT 4 CRC-	RETIREMENT	$1,953.25
6-1100-466-00-124-077-0-	250	PCT 4 CRC-	UNEMPLOYMENT COMP	$104.17
6-1100-466-00-124-077-0-	260	PCT 4 CRC-	WORKER'S COMP	$36.46
			2016 Budgetary Impact	$24,231.85

2017 Budgetary Impact: $43,617.33

Possible Funding Sources: Interdepartmental Transfer

Comments:

Hidalgo Co. Budget Office
2/3/2005

HIDALGO COUNTY
Department of Budget & Management
FISCAL NOTE

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

To: Commissioner' Court
From: Sergio Cruz, Budget Officer
CC Date: Tuesday, June 07, 2016 Agenda Item: 54906

Summary of request/proposal:
Precinct 4 - Sanitation (1100)-
Approval of the following personnel actions, effective 06/13/16:

Fund	Position	Slot #	Obj	Current Budgeted Salary Allowance	Proposed Budgeted Salary/ Allowance	Total Requested
1100	Equipment Operator III	0001	113	36,470.00	0.00	(36,470.00)
				36,470.00	0.00	(36,470.00)

Budgetary Impact:

INCREASE/DECREASE ACCOUNT NUMBER		ACCOUNT (OBJECT) NAME		AMOUNT
6-1100-432-00-124-001-0-	113	PCT 4 SANITATION-	REG F/T EMPLOYEES	($20,261.11)
6-1100-432-00-124-001-0-	211	PCT 4 SANITATION-	HEALTH INSURANCE	($3,426.67)
6-1100-432-00-124-001-0-	212	PCT 4 SANITATION-	LIFE INSURANCE	($20.87)
6-1100-432-00-124-001-0-	220	PCT 4 SANITATION-	FICA	($1,549.98)
6-1100-432-00-124-001-0-	230	PCT 4 SANITATION-	RETIREMENT	($2,279.38)
6-1100-432-00-124-001-0-	250	PCT 4 SANITATION-	UNEMPLOYMENT COMP	($121.57)
6-1100-432-00-124-001-0-	260	PCT 4 SANITATION-	WORKER'S COMP	($871.23)
			2016 Budgetary Impact	($28,530.81)

2017 Budgetary Impact: ($51,355.43)

Possible Funding Sources: Cost Savings

Comments:

HIDALGO COUNTY
Personnel Adjustment Request Form

DEPARTMENT NAME/NUMBER: Precinct 4/124 – 077 DATE: 6/2/16

CURRENT POSITION TITLE: _____ CURRENT SLOT #: 003

REQUESTED POSITION TITLE: Clerk IV

NOTE: PLEASE FILL OUT MULTIPLE PERSONNEL ACTION FORM IF DEPARTMENT IS REQUESTING MORE THAN(3) PERSONNEL ACTIONS.

REQUEST FOR:

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

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

SALARY REQUEST:

$ ~~$21,762.00~~ $0.00 OT	$ $31,252.00	$ ~~$9,490.00~~ $31,252.00 OT
Current G&S/ Budgeted Salary	Proposed G&S/ Budgeted Salary	Net Change

Position to be funded from one of the following:

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

[ ] Salary Adjustment [✓] Other Will ~~partially~~ be funded from deleted position

POSITION TYPE:

Full Time Regular Obj. 113 [✓] Part Time Regular Obj. 114 [ ]

Full Time Temporary Obj. 121 [ ] Part Time Temporary Obj. 122 [ ]

CIVIL SERVICE:

Exempt [ ] Non-Exempt [✓]

FLSA:

[ ] Exempt [✓] Non-Exempt

TEMPORARY POSITIONS:

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

Temporary Position Hourly Rate: _____ Temporary Position Annual Salary: _____ (2,080 * Hourly Rate)

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

Precinct 4 Reorganization Plan (Will Create Slot # 077-0003)

POSITION RECLASSIFICATION: Attach completed Reclassification Analysis Form.

COMMENTS: Any comments you wish to make regarding this request. Attach additional pages if needed.

N/A

CLASSIFICATION AND SALARY RECOMMENDATION

Human Resources: GRADE _____ STEP _____

1. Josafat Palacios — DEPARTMENT HEAD — 6-2-16 DATE
2. _____ HUMAN RESOURCES DIRECTOR — 6/03/2016 DATE

PERSONNEL PROCEDURES COMPLETED [✓] YES [ ] NO

Budget & Management: GRADE _____ STEP _____

3. _____ DEPARTMENT OF BUDGET & MANAGEMENT — 6/3/2016 DATE

COMMISSIONERS' COURT APPROVAL _____ AGENDA ITEM NUMBER _____

BUDGET PROCEDURES COMPLETED [✓] YES [ ] NO

HIDALGO COUNTY PRECINCT #4

CLERK IV

GENERAL DESCRIPTION

Performs advanced (senior-level) clerical work in areas such as bookkeeping, inventory control, statistics, employment, human resources, purchasing, and accounting; Work involves compiling and tabulating data, checking documents for accuracy, handling and transporting documents and/or stock and inventory, and maintaining files; May train others; May supervise the work of others; Works under limited supervision with considerable latitude for the use of initiative and independent judgment.

EXAMPLES OF WORK PERFORMED

Oversees, prepares, edits, and reconciles discrepancies in, and reviews for accuracy and completeness reports, purchase orders, correspondence, summaries, manuals, vouchers, journals, ledgers, requisitions, records, and other related forms

Answers inquiries regarding procedures and policies, and provides routine information to the public by mail or telephone

Posts information to agency records and modifies forms or records

Assembles, organizes, and tabulates data, and develops charts, graphs, and tables

Maintains and/or oversees the maintenance of files, materials, and supplies, and oversees the receiving, storing, and issuing of stock items

May open and distribute incoming mail and prepare mail-outs

May perform data entry and retrieval and arithmetic computations

May maintain office schedules and appointments

May perform back-up receptionist or telephone switchboard duties

May receive, maintain accountability for, and forward payments to the appropriate agency staff

May screen applicants and assist in orienting employees; may conduct preliminary Interviews

May administer employment tests

May arrange the scheduling, transfer, and display of surplus property

May make arrangements for or obtain bids for repairs and services

May inspect merchandise for quality and compliance with specifications

May train, oversee or supervise the work of others

Performs related work as assigned

GENERAL QUALIFICATION GUIDELINES

Experience and Education

Three (3) to five (5) years of progressive experience in clerical work

Graduation from a high school or equivalent (GED); vocational training

Experience and education may be substituted for one another

Certificates, Licenses, 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 twenty five (25) pounds. Specific vision abilities required by this job include close vision, depth perception, and the ability to adjust focus

WORK ENVIRONMENT:

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

The noise level in the work environment is usually moderate

SAFETY REQUIREMENTS:

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

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

Maintain mental capacity which permits:

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

Effectively handle a work environment and conditions which involve:

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

Maintain effective audio-visual discrimination and perception needed for:

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

DATE: June 7, 2016

DEPARTMENT HEAD: Sergio Cruz

DEPARTMENT NAME: Dept. of Budget & Mgmt for Precinct 4 - CRC

ACCOUNT NUMBER: 6-1100-4XX-00-124-0XX-0-XXX

CONTACT PERSON: Damaris San Miguel **PHONE:** (956) 292-7025 Ext. 5410

2016
Transfer
AI-54906

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			
6-1100-432-00-124-001-0- 113	Pct 4 Sanitation-	Reg F/T Employees	(17,362.22)
6-1100-432-00-124-001-0- 211	Pct 4 Sanitation-	Health Insurance	(3,426.67)
6-1100-432-00-124-001-0- 212	Pct 4 Sanitation-	Life Insurance	(20.87)
6-1100-432-00-124-001-0- 220	Pct 4 Sanitation-	FICA	(1,328.21)
6-1100-432-00-124-001-0- 230	Pct 4 Sanitation-	Retirement	(1,953.25)
6-1100-432-00-124-001-0- 250	Pct 4 Sanitation-	Unemployment Comp	(104.17)
6-1100-432-00-124-001-0- 260	Pct 4 Sanitation-	Workers Comp	(36.46)
TO			
6-1100-466-00-124-077-0- 113	Pct 4 CRC-	Reg F/T Employees	17,362.22
6-1100-466-00-124-077-0- 211	Pct 4 CRC-	Health Insurance	3,426.67
6-1100-466-00-124-077-0- 212	Pct 4 CRC-	Life Insurance	20.87
6-1100-466-00-124-077-0- 220	Pct 4 CRC-	FICA	1,328.21
6-1100-466-00-124-077-0- 230	Pct 4 CRC-	Retirement	1,953.25
6-1100-466-00-124-077-0- 250	Pct 4 CRC-	Unemployment Comp	104.17
6-1100-466-00-124-077-0- 260	Pct 4 CRC-	Workers Comp	36.46
	TOTAL BUDGET INCREASE (DECREASE)		$ 0.00

REASON: Transfer needed to fund the creation of a Clerk IV position (AI-54906 CC 06/07/16).

SIGNATURE

COMMISSIONERS COURT

/ /
DATE

ATTEST, COUNTY CLERK

HIDALGO COUNTY
Personnel Adjustment Request Form

RECEIVED
JUN - 3 2016
HUMAN RESOURCES

DEPARTMENT NAME/NUMBER: Precinct 4/124 - 001 DT DATE: 6/2/16

CURRENT POSITION TITLE: DT Heavy Equipment Operator III CURRENT SLOT #: 0001

REQUESTED POSITION TITLE: _____

NOTE: PLEASE FILL OUT MULTIPLE PERSONNEL ACTION FORM IF DEPARTMENT IS REQUESTING MORE THAN(3) PERSONNEL ACTIONS.

REQUEST FOR:

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

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

SALARY REQUEST: $36,470.00 (Current G&S/ Budgeted Salary) $ 0.00 (Proposed G&S/ Budgeted Salary) $ -36,470.00 (Net Change)

Position to be funded from one of the following:

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

☐ Salary Adjustment ☐ Other _____

POSITION TYPE:

Full Time Regular Obj. 113 ☑ Part Time Regular Obj. 114 ☐

Full Time Temporary Obj. 121 ☐ Part Time Temporary Obj. 122 ☐

CIVIL SERVICE:

Exempt ☐ Non-Exempt ☑

FLSA:

☐ Exempt ☑ Non-Exempt

TEMPORARY POSITIONS:

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

Temporary Position Hourly Rate: _____ Temporary Position Annual Salary: _____ (2,080 * Hourly Rate)

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

Precinct 4 Reorganization Plan

POSITION RECLASSIFICATION: Attach completed Reclassification Analysis Form.

COMMENTS: Any comments you wish to make regarding this request. Attach additional pages if needed.

N/A

CLASSIFICATION AND SALARY RECOMMENDATION

Human Resources: GRADE _____ STEP _____

1. Joseph Palacios — DEPARTMENT HEAD — 6-3-16 DATE

2. [signature] — HUMAN RESOURCES DIRECTOR — 6/6/2016 DATE

PERSONNEL PROCEDURES COMPLETED ☑ YES ☐ NO

Budget & Management: GRADE _____ STEP _____

3. [signature] — DEPARTMENT OF BUDGET & MANAGEMENT — DATE

COMMISSIONERS' COURT APPROVAL _____ AGENDA ITEM NUMBER _____

BUDGET PROCEDURES COMPLETED ☑ YES ☐ NO

AI-54797

CC - REGULAR
Meeting Date: 06/07/2016
Submitted For: Raul Silguero, HUMAN RESOURCES
Submitted By: Caryn Gutierrez, HUMAN RESOURCES
Department: HUMAN RESOURCES

Information

CAPTION

Elections Department (1100):
1. Requesting waiver of the Budget Amendment Policy - Personnel - Related Amendments.
2. Discussion, consideration, and approval to extend the following temporary full-time positions, effective 07/01/2016 through 12/31/2016:

Employee #	Slot #	Position Title	Proposed Budgeted Salary/Hourly Rate
199290	T172	Elections Clerk	$10,504.00/yr - $10.10/hr
214809	T173	Elections Clerk	$10,504.00/yr - $10.10/hr
211052	T176	Elections Clerk	$10,504.00/yr - $10.10/hr
211060	T177	Elections Clerk	$10,504.00/yr - $10.10/hr
212938	T178	Elections Clerk	$10,504.00/yr - $10.10/hr
212946	T179	Elections Clerk	$10,504.00/yr - $10.10/hr
199281	T180	Elections Clerk	$10,504.00/yr - $10.10/hr
212920	T181	Elections Clerk	$10,504.00/yr - $10.10/hr
Vacant	T174	Elections Clerk	$10,504.00/yr - $10.10/hr
Vacant	T182	Elections Clerk	$10,504.00/yr - $10.10/hr

3. Approval to waive posting, hiring, and enrollment procedures for temporary slot #s T172, T173, T176, T177, T178, T179, T180, and T181 and keep the temporary employee #s currently filling the slot #s listed above.
4. Approval of interdepartmental transfer.
5. Approval to revise salary schedule in accordance with Commissioners Court action.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2016 ACCT. #: 6-1100-414-00-130-001-0-XXX

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

BUDGETARY IMPACT:

Lapsed Salaries in Obj. Code 121 - $27,033.76
Interdepartmental Transfer - $86,892.62

Funds available pending approval of transfer.

Attachments

Fiscal Note

Salary Analysis - Temp F/T

Transfer

PAR

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	06/02/2016 02:31 PM
Final Approval	Monica Badillo	06/03/2016 05:59 PM

Form Started By: Caryn Gutierrez Started On: 05/24/2016 03:43 PM

Final Approval Date: 06/03/2016

HIDALGO COUNTY
DEPARTMENT OF BUDGET & MANAGEMENT
FISCAL NOTE

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

To: **Commissioner' Court**
From: **Sergio Cruz, Budget Officer**
CC Date: **Tuesday, June 07, 2016** **Agenda Item:** **54797**

Summary of request/proposal:
Elections Dept (1100): Approval of the following personnel actions, effective 07/01/2016 - 12/31/2016:

Fund	Position	Slot #	Obj	Current Budgeted Salary Allowance	Proposed Budgeted Salary/ Allowance	Total Requested
1100	ELECTIONS CLERK	T172	121	0.00	10,504.00	10,504.00
1100	ELECTIONS CLERK	T173	121	0.00	10,504.00	10,504.00
1100	ELECTIONS CLERK	T176	121	0.00	10,504.00	10,504.00
1100	ELECTIONS CLERK	T177	121	0.00	10,504.00	10,504.00
1100	ELECTIONS CLERK	T178	121	0.00	10,504.00	10,504.00
1100	ELECTIONS CLERK	T179	121	0.00	10,504.00	10,504.00
1100	ELECTIONS CLERK	T180	121	0.00	10,504.00	10,504.00
1100	ELECTIONS CLERK	T181	121	0.00	10,504.00	10,504.00
1100	ELECTIONS CLERK	T174	121	0.00	10,504.00	10,504.00
1100	ELECTIONS CLERK	T182	121	0.00	10,504.00	10,504.00
				0.00	105,040.00	105,040.00

Budgetary Impact:

INCREASE/DECREASE ACCOUNT NUMBER		ACCOUNT (OBJECT) NAME		AMOUNT
6-1100-414-00-130-001-0-	121	ELECTIONS DEPT-	TEMP F/T EMPLOYEES	$105,040.00
6-1100-414-00-130-001-0-	211	ELECTIONS DEPT-	HEALTH INSURANCE	$0.00
6-1100-414-00-130-001-0-	212	ELECTIONS DEPT-	LIFE INSURANCE	$0.00
6-1100-414-00-130-001-0-	220	ELECTIONS DEPT-	FICA	$8,035.56
6-1100-414-00-130-001-0-	230	ELECTIONS DEPT-	RETIREMENT	$0.00
6-1100-414-00-130-001-0-	250	ELECTIONS DEPT-	UNEMPLOYMENT COMP	$630.24
6-1100-414-00-130-001-0-	260	ELECTIONS DEPT-	WORKER'S COMP	$220.58
			2016 Budgetary Impact	$113,926.38

Possible Funding Sources: **Lapsed Salaries; Interdepartmental Transfer (Co Wide Adm-Contingency).**

Comments:

ELECTIONS DEPARTMENT

Salaries Analysis Worksheet

as of 06/03/16

Acct No: 6-1100-414-00-130-001-0- Elections Department

ACTUAL						
Object Code	Acct. Description	Payroll Amount per Pay Period	PP Remaining	Remaining Estimated Salaries per Year	Available Balance	Availability
121	Temp F/T Employees	$6,440.12	4.0	$25,760.48	$52,794.24	$27,033.76
TOTAL		**$6,440.12**	**-**	**$25,760.48**	**$52,794.24**	**$27,033.76**

*Expenditures based on **actual** not budgeted.

DATE: June 7, 2016

DEPARTMENT HEAD: Sergio Cruz

DEPARTMENT NAME: Dept. of Budget & Mgmt for Elections Department

ACCOUNT NUMBER: 6-1100-41X-00-1XX-00X-0-XXX

CONTACT PERSON: Damaris San Miguel **PHONE:** (956) 292-7025 Ext. 5410

2016
Transfer
AI-54797

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			
6-1100-415-00-115-002-0- 899	Co Wide Adm-	Contingency	(86,892.62)
TO			
6-1100-414-00-130-001-0- 121	Elections Dept-	Temp F/T Employees	78,006.24
6-1100-414-00-130-001-0- 220	Elections Dept-	FICA	8,035.56
6-1100-414-00-130-001-0- 250	Elections Dept-	Unemployment Comp	630.24
6-1100-414-00-130-001-0- 260	Elections Dept-	Workers Comp	220.58
TOTAL BUDGET INCREASE (DECREASE)			$ 0.00

REASON: **Transfer needed to fund personnel actions (AI-54797 CC 06/07/16).**

SIGNATURE

COMMISSIONERS COURT

/ /
DATE

ATTEST, COUNTY CLERK

HIDALGO COUNTY
Personnel Adjustment Request Form

RECEIVED
MAY 20 2016
HUMAN RESOURCES

DEPARTMENT NAME/NUMBER: Elections Department 130 DATE: 05/20/2016

CURRENT POSITION TITLE: Elections Clerk (Temp) CURRENT SLOT #: MPA Form attached

REQUESTED POSITION TITLE: Elections Clerk (Temp)

NOTE: PLEASE FILL OUT MULTIPLE PERSONNEL ACTION FORM IF DEPARTMENT IS REQUESTING MORE THAN(3) PERSONNEL ACTIONS.

REQUEST FOR:

[ ] New Position [x] Temporary Position [ ] Position Reclassification* [x] Other Extension

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

SALARY REQUEST: $ -0- (Current G&S/ Budgeted Salary) $ 105,040.00 (Proposed G&S/ Budgeted Salary) $ 105,040.00 (Net Change)

Position to be funded from one of the following:

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

[ ] Salary Adjustment [ ] Other

POSITION TYPE:

		CIVIL SERVICE:		**FLSA:**	
Full Time Regular Obj. 113	[ ]	Part Time Regular Obj. 114	[ ]	Exempt	[✓]	Exempt	[ ]
Full Time Temporary Obj. 121	[✓]	Part Time Temporary Obj. 122	[ ]	Non-Exempt	[ ]	Non-Exempt	[✓]

TEMPORARY POSITIONS:

07/01/2016	12/31/2016	Mon-Fri 8am-5pm	40	~~1173~~ 6 months
Start Date	End Date	Working Days & Hours	Hours Per Week	Duration (2 weeks, 3 months, etc.)

Temporary Position Hourly Rate: $10.10 Temporary Position Annual Salary: $10,504.00 (2,080 * Hourly Rate)

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

Temporary positions need to be extended as they are needed in a busy Presidential Election year.

POSITION RECLASSIFICATION: Attach completed Reclassification Analysis Form.

COMMENTS: Any comments you wish to make regarding this request. Attach additional pages if needed.

$10,504

CLASSIFICATION AND SALARY RECOMMENDATION

Human Resources: GRADE STEP

1. DEPARTMENT HEAD — DATE 5/20/16
2. HUMAN RESOURCES DIRECTOR — DATE 6/01/2016

PERSONNEL PROCEDURES COMPLETED [ ] YES [ ] NO

Budget & Management: GRADE STEP

COMMISSIONERS' COURT APPROVAL — AGENDA ITEM NUMBER

3. DEPARTMENT OF BUDGET & MANAGEMENT — DATE 6/3/2016

BUDGET PROCEDURES COMPLETED [✓] YES [ ] NO

COUNTY OF HIDALGO

Personnel Adjustment Request Form

RECEIVED
MAY 20 2016
HUMAN RESOURCES

MULTIPLE PERSONNEL ACTION
(Attachment A)

Department Name: Elections Department

Department Number: 130

** You will **only** need to fill out this form, as an addition to your PAR form, if you are requesting more than three (3) personnel actions.*

Position Information:

Slot No.	Current Position Title	Proposed Position Title	Current Budgeted Salary	Proposed Budgeted Salary
T172	Elections Clerk (Temp)	Elections Clerk (Temp)	~~$10,504~~ $0.00	$10,504
T173	Elections Clerk (Temp)	Elections Clerk (Temp)	~~$10,504~~ $0.00	$10,504
T174	Elections Clerk (Temp)	Elections Clerk (Temp)	~~$10,504~~ $0.00	$10,504
T176	Elections Clerk (Temp)	Elections Clerk (Temp)	~~$10,504~~ $0.00	$10,504
T177	Elections Clerk (Temp)	Elections Clerk (Temp)	~~$10,504~~ $0.00	$10,504
T178	Elections Clerk (Temp)	Elections Clerk (Temp)	~~$10,504~~ $0.00	$10,504
T179	Elections Clerk (Temp)	Elections Clerk (Temp)	~~$10,504~~ $0.00	$10,504
T180	Elections Clerk (Temp)	Elections Clerk (Temp)	~~$10,504~~ $0.00	$10,504
T181	Elections Clerk (Temp)	Elections Clerk (Temp)	~~$10,504~~ $0.00	$10,504
T182	Elections Clerk (Temp)	Elections Clerk (Temp)	~~$10,504~~ $0.00	$10,504
			0	

HR Form: 030

AI-54824

CC - REGULAR
Meeting Date: 06/07/2016
Submitted For: Raul Silguero, HUMAN RESOURCES
Submitted By: Diana Munoz, HUMAN RESOURCES
Department: HUMAN RESOURCES

Information

CAPTION

Health Adm/Health Clinics (1100)/ RLSS-LPHS/IMM DIV LOCAL/H.D. ADM (1293):
1. Requesting waiver of the Budget Amendment Policy - Personnel - Related Amendments.
2. Discussion, consideration, and approval of the following personnel actions effective next full pay period:

Action	Dept/ Program	Slot#	Position Title	Current Budgeted Salary	Proposed Budgeted Salary
Delete	340-001	0045	Public Health Technician III	$52,132.00	$0.00
Create	340-001	0056	Public Health Coordinator	$0.00	$57,847.00
Delete	340-003	0005	Assistant Director Of Nursing	$74,557.00	$0.00
Budgeted Salary / Reduce	340-003	G058	Public Health Specialist	$18,000.00	$17,101.00
	340-006	G003		$18,452.00	$17,530.00
Create	340-003	0151	Assistant Director of Clinical Care Services	$0.00	$80,000.00
Delete	340-012	G007	Licensed Vocational Nurse II	$29,934.00	$0.00
	340-005	G009		$1,498.00	$0.00
	340-003	G060		$11,087.00	$0.00

3. Approval to waive posting, hiring, and enrollment procedures and assign employee #131504 to Slot No. 0056, Public Health Coordinator position.
4. Approval of interdepartmental transfer.
5. Approval to revise the salary schedule in accordance with Commissioners' Court action.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2016 ACCT. #: 6-1100-441-00-340-001-0-XXX
FUNDS AVAILABLE Y/N?: Y MATCHING FUNDS Y/N?: N

BUDGETARY IMPACT:
Funds available as of 06/03/16 via interdepartmental transfer (from 340-003).

FISCAL YEAR: 2016 ACCT. #: 6-1100-441-00-340-003-0-XXX
FUNDS AVAILABLE Y/N?: Y MATCHING FUNDS Y/N?: N
BUDGETARY IMPACT:
Cost Savings

FISCAL YEAR: 2016 ACCT. #: 6-1293-441-00-340-006-6-XXX
FUNDS AVAILABLE Y/N?: Y MATCHING FUNDS Y/N?: N
BUDGETARY IMPACT:
Cost Savings

FISCAL YEAR: 2016 ACCT. #: 6-1293-441-00-340-012-6-XXX
FUNDS AVAILABLE Y/N?: Y MATCHING FUNDS Y/N?: N
BUDGETARY IMPACT:
Cost Savings

FISCAL YEAR: 2016 ACCT. #: 6-1293-441-00-340-005-0-XXX
FUNDS AVAILABLE Y/N?: Y MATCHING FUNDS Y/N?: N
BUDGETARY IMPACT:
Cost Savings

Attachments
Fiscal Notes
PAR's
Job Description
Transfer

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	06/02/2016 02:28 PM
Final Approval	Monica Badillo	06/03/2016 05:59 PM

Form Started By: Diana Munoz Started On: 05/27/2016 04:10 PM
Final Approval Date: 06/03/2016

HIDALGO COUNTY
Department of Budget & Management
FISCAL NOTE

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

To: Commissioner' Court
From: Sergio Cruz, Budget Officer
CC Date: Tuesday, June 07, 2016 Agenda Item: 54824

Summary of request/proposal:
Health ADM (1100)-
Approval of the following personnel actions, effective 06/13/16:

Fund	Position	Slot #	Obj	Current Budgeted Salary Allowance	Proposed Budgeted Salary/ Allowance	Total Requested
1100	Public Health Technician III	0045	113	52,132.00	0.00	(52,132.00)
1100	Public Health Coordinator	0056	113	0.00	57,847.00	57,847.00
				52,132.00	57,847.00	5,715.00

Budgetary Impact:

INCREASE/DECREASE ACCOUNT NUMBER		ACCOUNT (OBJECT) NAME		AMOUNT
6-1100-441-00-340-001-0-	113	HEALTH ADM-	REG F/T EMPLOYEES	$3,175.00
6-1100-441-00-340-001-0-	211	HEALTH ADM-	HEALTH INSURANCE	$0.00
6-1100-441-00-340-001-0-	212	HEALTH ADM-	LIFE INSURANCE	$0.00
6-1100-441-00-340-001-0-	220	HEALTH ADM-	FICA	$242.89
6-1100-441-00-340-001-0-	230	HEALTH ADM-	RETIREMENT	$357.19
6-1100-441-00-340-001-0-	250	HEALTH ADM-	UNEMPLOYMENT COMP	$19.05
6-1100-441-00-340-001-0-	260	HEALTH ADM-	WORKER'S COMP	$29.85
			2016 Budgetary Impact	$3,823.98

2017 Budgetary Impact: $6,883.15

Possible Funding Sources: Interdepartmental Transfer

Comments:

Hidalgo Co. Budget Office
2/3/2005

HIDALGO COUNTY
Department of Budget & Management
FISCAL NOTE

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To: Commissioner' Court
From: Sergio Cruz, Budget Officer
CC Date: Tuesday, June 07, 2016 Agenda Item: 54824

Summary of request/proposal:
Health Clinics (1100)-
Approval of the following personnel actions, effective 06/13/16:

Fund	Position	Slot #	Obj	Current Budgeted Salary Allowance	Proposed Budgeted Salary/ Allowance	Total Requested
1100	Assistant Director of Nursing	0005	113	74,557.00	0.00	(74,557.00)
1100	Public Health Specialist	G058	113	18,000.00	17,101.00	(899.00)
1100	Assistant Director of Clinical Care Services	0151	113	0.00	80,000.00	80,000.00
1100	Licensed Vocational Nurse II	G060	113	11,087.00	0.00	(11,087.00)
				103,644.00	97,101.00	(6,543.00)

Budgetary Impact:

INCREASE/DECREASE ACCOUNT NUMBER		ACCOUNT (OBJECT) NAME		AMOUNT
6-1100-441-00-340-003-0-	113	HEALTH CLINICS-	REG F/T EMPLOYEES	($3,635.00)
6-1100-441-00-340-003-0-	211	HEALTH CLINICS-	HEALTH INSURANCE	$0.00
6-1100-441-00-340-003-0-	212	HEALTH CLINICS-	LIFE INSURANCE	$0.00
6-1100-441-00-340-003-0-	220	HEALTH CLINICS-	FICA	($278.08)
6-1100-441-00-340-003-0-	230	HEALTH CLINICS-	RETIREMENT	($408.94)
6-1100-441-00-340-003-0-	250	HEALTH CLINICS-	UNEMPLOYMENT COMP	($21.81)
6-1100-441-00-340-003-0-	260	HEALTH CLINICS-	WORKER'S COMP	($34.17)
			2016 Budgetary Impact	($4,378.00)

2017 Budgetary Impact: ($7,880.39)

Possible Funding Sources: Cost Savings

Comments:

Hidalgo Co. Budget Office
2/3/2005

HIDALGO COUNTY
Department of Budget & Management
FISCAL NOTE

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To: Commissioner' Court
From: Sergio Cruz, Budget Officer
CC Date: Tuesday, June 07, 2016 Agenda Item: 54824

Summary of request/proposal:
RLSS/LPHS (1293)-
Approval of the following personnel actions, effective 06/13/16:

Fund	Position	Slot #	Obj	Current Budgeted Salary Allowance	Proposed Budgeted Salary/ Allowance	Total Requested
1293	Public Health Specialist	G003	113	18,452.00	17,530.00	(922.00)
				18,452.00	17,530.00	(922.00)

Budgetary Impact:

INCREASE/DECREASE ACCOUNT NUMBER		ACCOUNT (OBJECT) NAME		AMOUNT
6-1293-441-00-340-006-6-	113	RLSS/LPHS-	REG F/T EMPLOYEES	($512.22)
6-1293-441-00-340-006-6-	211	RLSS/LPHS-	HEALTH INSURANCE	$0.00
6-1293-441-00-340-006-6-	212	RLSS/LPHS-	LIFE INSURANCE	$0.00
6-1293-441-00-340-006-6-	220	RLSS/LPHS-	FICA	($39.19)
6-1293-441-00-340-006-6-	230	RLSS/LPHS-	RETIREMENT	($57.63)
6-1293-441-00-340-006-6-	250	RLSS/LPHS-	UNEMPLOYMENT COMP	($3.07)
6-1293-441-00-340-006-6-	260	RLSS/LPHS-	WORKER'S COMP	($4.81)
			2016 Budgetary Impact	($616.92)

2017 Budgetary Impact: ($1,110.46)

Possible Funding Sources: Cost Savings

Comments:

Hidalgo Co. Budget Office
2/3/2005

HIDALGO COUNTY
Department of Budget & Management
FISCAL NOTE

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

To: Commissioner' Court
From: Sergio Cruz, Budget Officer
CC Date: Tuesday, June 07, 2016 Agenda Item: 54824

Summary of request/proposal:
IMM DIV LOCAL- (1293)-
Approval of the following personnel actions, effective 06/13/16:

Fund	Position	Slot #	Obj	Current Budgeted Salary Allowance	Proposed Budgeted Salary/ Allowance	Total Requested
1293	Licensed Vocational Nurse II	G007	113	29,934.00	0.00	(29,934.00)
				29,934.00	0.00	(29,934.00)

Budgetary Impact:

INCREASE/DECREASE ACCOUNT NUMBER		ACCOUNT (OBJECT) NAME		AMOUNT
6-1293-441-00-340-012-6-	113	IMM DIV LOCAL-	REG F/T EMPLOYEES	($16,630.00)
6-1293-441-00-340-012-6-	211	IMM DIV LOCAL-	HEALTH INSURANCE	$0.00
6-1293-441-00-340-012-6-	212	IMM DIV LOCAL-	LIFE INSURANCE	$0.00
6-1293-441-00-340-012-6-	220	IMM DIV LOCAL-	FICA	($1,272.20)
6-1293-441-00-340-012-6-	230	IMM DIV LOCAL-	RETIREMENT	($1,870.88)
6-1293-441-00-340-012-6-	250	IMM DIV LOCAL-	UNEMPLOYMENT COMP	($99.78)
6-1293-441-00-340-012-6-	260	IMM DIV LOCAL-	WORKER'S COMP	($156.32)
			2016 Budgetary Impact	($20,029.18)

2017 Budgetary Impact: ($36,052.51)

Possible Funding Sources: Cost Savings

Comments:

Hidalgo Co. Budget Office
2/3/2005

HIDALGO COUNTY
Department of Budget & Management
FISCAL NOTE

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To: Commissioner' Court
From: Sergio Cruz, Budget Officer
CC Date: Tuesday, June 07, 2016 Agenda Item: 54824

Summary of request/proposal:
H.D. ADM - (1293)-
Approval of the following personnel actions, effective 06/13/16:

Fund	Position	Slot #	Obj	Current Budgeted Salary Allowance	Proposed Budgeted Salary/ Allowance	Total Requested
1293	Licensed Vocational Nurse II	G009	113	1,498.00	0.00	(1,498.00)
				1,498.00	0.00	(1,498.00)

Budgetary Impact:

INCREASE/DECREASE ACCOUNT NUMBER		ACCOUNT (OBJECT) NAME		AMOUNT
6-1293-441-00-340-005-0-	113	H.D. ADM-	REG F/T EMPLOYEES	($832.22)
6-1293-441-00-340-005-0-	211	H.D. ADM-	HEALTH INSURANCE	$0.00
6-1293-441-00-340-005-0-	212	H.D. ADM-	LIFE INSURANCE	$0.00
6-1293-441-00-340-005-0-	220	H.D. ADM-	FICA	($63.67)
6-1293-441-00-340-005-0-	230	H.D. ADM-	RETIREMENT	($93.63)
6-1293-441-00-340-005-0-	250	H.D. ADM-	UNEMPLOYMENT COMP	($4.99)
6-1293-441-00-340-005-0-	260	H.D. ADM-	WORKER'S COMP	($7.82)
			2016 Budgetary Impact	($1,002.33)

2017 Budgetary Impact: ($1,804.20)

Possible Funding Sources: Cost Savings

Comments:

Hidalgo Co. Budget Office
2/3/2005

HIDALGO COUNTY
Personnel Adjustment Request Form

RECEIVED
MAY 27 2016
HUMAN RESOURCES

DEPARTMENT NAME/NUMBER: HEALTH & HUMAN SERVICES (340-001) Health Adm of DATE: 5/26/2016

CURRENT POSITION TITLE: **PUBLIC HEALTH TECHNICIAN III** CURRENT SLOT# : 001-0045

REQUESTED POSITION TITLE: _____ NEW SLOT # _____

REQUEST FOR:

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

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

POSITION SALARY REQUEST:

Salary Amount:	52,132.00	$ 0.00	$ (52,132.00)
	Current G&S/ Budgeted Salary	Proposed G&S/ Budgeted Salary	Net Change

Position to be funded from one of the following:

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

[ ] Other _____

POSITION Type:

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

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

TEMPORARY POSITIONS: N/A

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

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

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

This position as stated in its current job description is not adequate to the needs of the Health & Human Services Dept.

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

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

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

HUMAN RESOURCES: Classification and Salary Recommendation

BUDGET & MANAGEMENT: Classification and Salary Recommendation

1.	DEPARTMENT HEAD	05/27/2016 Date	FUNDING AVAILABLE IN DEPT. BUDGET	[X]	YES	[ ] NO
2.	HUMAN RESOURCES DIRECTOR	6/01/2016 Date	PERSONNEL PROCEDURES COMPLETED	[ ]	YES	[ ] NO
3.	DEPARTMENT OF BUDGET & MANAGEMENT	6/2/2016 Date	BUDGET PROCEDURES COMPLETED	[✓]	YES	[ ] NO
4.	COMMISSIONERS' COURT APPROVAL	Date				

HIDALGO COUNTY
Personnel Adjustment Request Form

RECEIVED
MAY 27 2016
HUMAN RESOURCES

DEPARTMENT NAME/NUMBER: HEALTH & HUMAN SERVICES (340-001) Health Adm DATE: 5/26/2016

CURRENT POSITION TITLE: ~~PUBLIC HEALTH COORDINATOR~~ OT CURRENT SLOT# :

REQUESTED POSITION TITLE: Public Health Coordinator OT NEW SLOT # 001-0056

REQUEST FOR:

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

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

POSITION SALARY REQUEST:

Salary Amount:	0.00	$ 57,847.00	$ 57,847.00
	Current G&S/ Budgeted Salary	Proposed G&S/ Budgeted Salary	Net Change

Position to be funded from one of the following:

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

[ ] Other _____

POSITION Type:

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

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

TEMPORARY POSITIONS: N/A

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

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

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

This position is needed for functions in performing advanced public health work. Work involves providing content leadership, implementation, and operational coordination to projects within the performance management and quality of improvement of overall public health initiatives.

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

See job description for Public Health Coordinator.

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

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

Funding is from existing department's budget.

HUMAN RESOURCES: Classification and Salary Recommendation

BUDGET & MANAGEMENT: Classification and Salary Recommendation

1. DEPARTMENT HEAD	05/27/2016 Date	FUNDING AVAILABLE IN DEPT. BUDGET	[X]	YES	[ ]	NO
2. HUMAN RESOURCES DIRECTOR	6/01/2016 Date	PERSONNEL PROCEDURES COMPLETED	[✓]	YES	[ ]	NO
3. DEPARTMENT OF BUDGET & MANAGEMENT	6/2/2016 Date	BUDGET PROCEDURES COMPLETED	[✓]	YES	[ ]	NO
4. COMMISSIONERS' COURT APPROVAL	Date					

HIDALGO COUNTY
Personnel Adjustment Request Form

RECEIVED
MAY 27 2016
HUMAN RESOURCES

DEPARTMENT NAME/NUMBER: HEALTH & HUMAN SERVICES 340-003-0005 Health Clinics

DATE: 5/26/2016

CURRENT POSITION TITLE: **Assistant Director of Nursing**

CURRENT SLOT# : 003-0005

REQUESTED POSITION TITLE: _____

NEW SLOT # _____

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:	74,557.00	$	0.00	$	(74,557.00)
	Current G&S/ Budgeted Salary		Proposed G&S/ Budgeted Salary		Net Change

Position to be funded from one of the following:

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

☐ Other _____

POSITION Type:

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

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

TEMPORARY POSITIONS: N/A

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

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

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

This position as stated in its current job description is not adequate to the needs of the Health & Human Services Dept.

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

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

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

HUMAN RESOURCES: Classification and Salary Recommendation

BUDGET & MANAGEMENT: Classification and Salary Recommendation

1.	DEPARTMENT HEAD	05/27/2016 Date	FUNDING AVAILABLE IN DEPT. BUDGET	[X]	YES	[ ] NO
2.	HUMAN RESOURCES DIRECTOR	6/01/2016 Date	PERSONNEL PROCEDURES COMPLETED	[✓]	YES	[ ] NO
3.	DEPARTMENT OF BUDGET & MANAGEMENT	6/2/2016 Date	BUDGET PROCEDURES COMPLETED	[✓]	YES	[ ] NO
4.	COMMISSIONERS' COURT APPROVAL	Date				

HIDALGO COUNTY
Personnel Adjustment Request Form

RECEIVED
MAY 27 2016
HUMAN RESOURCES

DEPARTMENT NAME/NUMBER: HEALTH & HUMAN SERVICES 340-003-G058
HEALTH & HUMAN SERVICES 340-006-G003

DATE: 5/26/2016

CURRENT POSITION TITLE: Public Health Specialist

CURRENT SLOT# : 003-G058
006-G003

REQUESTED POSITION TITLE:

NEW SLOT #

REQUEST FOR:

[ ] New Position [ ] Temporary Position [ ] Position Reclassification* [X] Other Reduce Budgeted Salary

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

POSITION SALARY REQUEST:

	18,000.00		17,101.00		(899.00)
Salary Amount:	18,452.00	$	17,530.00	$	(922.00)
	Current G&S/ Budgeted Salary		Proposed G&S/ Budgeted Salary		Net Change

Position to be funded from one of the following:

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

[ ] Other

POSITION Type:

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

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

TEMPORARY POSITIONS: N/A

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

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

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

This position is funded by two funding sources. This slot, erroneously, received a COLA adjustment in the budgeted salary twice of what was intended; however, the actual COLA paid was and is correct. This reduction will set the budgeted salary to equal the paid salary for this slot.

Slot.

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

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

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

There is no change to current actual pay.

HUMAN RESOURCES: Classification and Salary Recommendation

BUDGET & MANAGEMENT: Classification and Salary Recommendation

1.	DEPARTMENT HEAD	05/27/2016 Date	FUNDING AVAILABLE IN DEPT. BUDGET	[X]	YES	[ ] NO
2.	HUMAN RESOURCES DIRECTOR	6/01/2016 Date	PERSONNEL PROCEDURES COMPLETED	[✓]	YES	[ ] NO
3.	DEPARTMENT OF BUDGET & MANAGEMENT	6/2/2016 Date	BUDGET PROCEDURES COMPLETED	[✓]	YES	[ ] NO
4.	COMMISSIONERS' COURT APPROVAL	Date				

HIDALGO COUNTY
Personnel Adjustment Request Form

RECEIVED
MAY 27 2016
HUMAN RESOURCES

DEPARTMENT NAME/NUMBER: HEALTH & HUMAN SERVICES (340-003) DATE: 5/26/2016

CURRENT POSITION TITLE: ~~Assistant Director of Clinical Care Services~~ DT CURRENT SLOT# :

REQUESTED POSITION TITLE: Assistant Director of Clinical Care Services DT NEW SLOT # ~~003-0148~~ 0151 DT

REQUEST FOR:

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

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

POSITION SALARY REQUEST:

Salary Amount:	0.00	$ 80,000.00	$ 80,000.00
	Current G&S/ Budgeted Salary	Proposed G&S/ Budgeted Salary	Net Change

Position to be funded from one of the following:

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

[ ] Other _____

POSITION Type:

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

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

TEMPORARY POSITIONS: N/A

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

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

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

The Assistant Director of Clinical Care Services functions under the direction of the Director of Clinical Care Services and Chief Administrative Officer. This position will assist with the operational coordination to projects within the performance management and quality and improvement of overall pulbic health initiatives.

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

See job description for Assistant Director of Clinical Care Services.

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

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

Funding is from existing department's budget.

HUMAN RESOURCES: Classification and Salary Recommendation

BUDGET & MANAGEMENT: Classification and Salary Recommendation

1.	DEPARTMENT HEAD	05/27/2016 Date	FUNDING AVAILABLE IN DEPT. BUDGET	[X]	YES	[ ] NO
2.	HUMAN RESOURCES DIRECTOR	6/01/2016 Date	PERSONNEL PROCEDURES COMPLETED	[✓]	YES	[ ] NO
3.	DEPARTMENT OF BUDGET & MANAGEMENT	6/2/2016 Date	BUDGET PROCEDURES COMPLETED	[✓]	YES	[ ] NO
4.	COMMISSIONERS' COURT APPROVAL	Date				

HIDALGO COUNTY
Personnel Adjustment Request Form

RECEIVED
MAY 27 2016
HUMAN RESOURCES

DEPARTMENT NAME/NUMBER: HEALTH & HUMAN SERVICES 340-012-G007
HEALTH & HUMAN SERVICES 340-005-G009
HEALTH & HUMAN SERVICES 340-003-G060

DATE: 5/26/2016

CURRENT POSITION TITLE: **Licensed Vocational Nurse II**

CURRENT SLOT# : 012-G007
005-G009
003-G060

REQUESTED POSITION TITLE:

NEW SLOT #

REQUEST FOR:

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

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

POSITION SALARY REQUEST:

	29,934.00		0.00		(29,934.00)
	1,498.00		0.00		(1,498.00)
Salary Amount:	11,087.00	$	0.00	$	(11,087.00)
	Current G&S/ Budgeted Salary		Proposed G&S/ Budgeted Salary		Net Change

Position to be funded from one of the following:

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

[ ] Other

POSITION Type:

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

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

TEMPORARY POSITIONS: N/A

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

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

FLSA:
Exempt [ ]
Non-Exempt [X]

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

This position was funded by three funding sources, mostly by the Immunization grant.

Due to increase in program expenditures and the grant award remaining at level funding, this position can no longer be sustained by the Immunization grant.

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

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

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

This position has been funded by the three funding sources noted above. All three slots will be deleted.

HUMAN RESOURCES: Classification and Salary Recommendation

BUDGET & MANAGEMENT: Classification and Salary Recommendation

1. DEPARTMENT HEAD	05/27/2016 Date	FUNDING AVAILABLE IN DEPT. BUDGET	[X]	YES	[ ]	NO
2. HUMAN RESOURCES DIRECTOR	6/01/2016 Date	PERSONNEL PROCEDURES COMPLETED	[ ]	YES	[ ]	NO
3. DEPARTMENT OF BUDGET & MANAGEMENT	6/2/2016 Date	BUDGET PROCEDURES COMPLETED	[✓]	YES	[ ]	NO
4. COMMISSIONERS' COURT APPROVAL	Date					

HIDALGO COUNTY HEALTH & HUMAN SERVICES

PUBLIC HEALTH COORDINATOR

GENERAL DESCRIPTION

Performs advanced (senior-level) public health work. Work involves providing content leadership, implementation, and operational coordination to projects within the performance management and quality improvement of overall public health initiatives. Assists in evaluating the effectiveness of public health programs, and recommending courses of action for the aims to improve public health by strengthening the quality and performance of public health practice including correction of public health law or regulation violations. May assign and/or supervise the work of others. Works under limited supervision, with considerable latitude for the use of initiative and independent judgment. Reports to the Chief Administrative Officer of Hidalgo County Health & Human Services.

EXAMPLES OF WORK PERFORMED

Contribute to project planning, including development, implementation and monitoring of work plans, timelines, budgets, milestones and deliverables

Write, edit, and format publications, presentations and reports related to assigned projects

Support development of funding proposals and progress reports

Conduct background research and scope discussions for new projects

Prepares goals and objectives for public health strategies and education programs

Administer public health performance procedures for efficiency, planning and coordinating with accreditation for public health standards

Provide accurate, consistent, and timely partner, sponsor and vendor communications, at meetings and conferences

Research and analyze public health project impact, strategic value and next generation options

Document project activities and accomplishments

Coordinate project activities with those of other public health partners and initiatives

Responds to Public Health urgent or emergent events as required to protect the residents and / or staff of Hidalgo County.

Provide administrative staff informed about progress, milestones, potential and emerging challenges, and feedback from project partners

Represent public health in local, state, and federal working groups, task forces, and governmental shared initiatives

Formulates definitions, standards, and policies for the effective and efficient rendering of public health services and the enforcement of public health laws and regulations

Recommends courses of action for the correction of public health law and regulation violations, and initiates and pursues legal action when necessary

Participates in the preparation of training materials for use in public health training courses

May conduct public hearings and group discussions related to public health programs, regulations, or proposals

May assign and/or supervise the work of others.

Performs related work as assigned

GENERAL QUALIFICATION GUIDELINES

Experience and Education

Minimum of five (5) years of experience in public health work or related field

Graduation from an accredited four (4) year college or university with major course work in social services, public health, micro biology or a related field. Masters degree in stated field preferred.

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

Certificates, Licenses & Registration

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

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

Knowledge, Skills, & Abilities

Knowledge in leadership, management, budget, grant knowledge, evaluation, and supervisory skills

Knowledge of social, economic, and public health issues; of public health laws and regulations; of medical terminology; and of educational techniques and procedures.

Ability to interpret public health laws and regulations; to communicate effectively; and to analyze and evaluate public health needs.

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 HEALTH & HUMAN SERVICES

ASSISTANT DIRECTOR OF CLINICAL CARE SERVICES

GENERAL DESCRIPTION

Performs senior-level nursing work assisting the Director of Clinical Care Services in the organization, administration, and supervision of the nursing services in Hidalgo County Health and Human Services Department. Assists in coordination of eight (8) clinic sites, including personnel assignments, training and hiring which includes developing goals & resources. Assists in analyzing, developing, implementing and coordinating new and existing programs (Title V, MCH, TB, Immunization, Family Planning, Wellness Health and Hidalgo Fit. Assists with Quality Assurance, accountability & reporting of implemented programs to County and Department of State Health Services. Assists with the activities of public health education, promotion, disease prevention & control in the community. Assists with developing and implementing specialty community clinics including but not limited to Family Planning, Prenatal, Child Health, TB, Immunizations and Communicable Diseases.

EXAMPLES OF WORK PERFORMED

Assists director with nursing supervisors and in planning work operations on a short and long term basis. Will assist in interviewing, hiring, staffing, personnel, evaluation, disciplinary action, etc. Assists director in the operations including the development, implementation, and evaluation of the group's philosophy, goals, clinical practice standards and policies.

Assists director in making changes to accommodate new and fluctuating goals, programs, and needs of patients

Assist and maintains acceptable methods of recording and reporting that provide proper service control, uniform accounting and measurement of program results (Quality Assurance). Assists director in devolping policies and procedures in accordance to DSHS program guidelines/standards. Assists in coordinating clinical quality assurance programs and staff development.

Assists director with HCHHSD Billing Division in collaboration with the Budget Manager. Assists director with the oversight of the Tuberculosis,Immunizations, Wellness Program, Maternal & Child Health, Family Planning & STD Programs.

Responsible for the oversight of TB/HIV/STD/Hep B Security Local Responsible Party (LRP) Security Procedures. Assists with HIPPA Compliance for the clinical/medical component.

Assists and/or coordinates with diagnoses and investigates health problems and hazards in the community to include chronic disease prevention and detection; communicable disease detection and strategic intervention and follow up. Assists in emergency response planning.

Assists in mobilizing community partnerships and provides expertise to the community on community health status in order to identify, prioritize and solve health problems to the benefit of the citizens of Hidalgo County.

Participates with management team and with other groups directors in establishing direction and leadership in the organization; Assists in developing department polices, enforcing policies, and enhancing integration opportunities as member of the management staff, under the supervision of the Director of Clinical Care Services.

Participates with the Tuberculosis, Immunization, Title V MCH, OPH, Family Planning & Wellness Program, program budgets which includes; identifying budget needs and developing grant and program budgets in conjunction with the Budget Manager, under the supervision of the Director of Clinical Care Services.

Participates with local, state, and federal resources for potential program funding; identifies funding and project opportunities and provides direction to group staff, community agencies, coalitions, etc. on following up on these opportunities.

Assists as a public health practice resource and community expert on the practice of public health nursing; will coordinate with universities/colleges adjunct staff in assuring that student requirements are met within all state HIPPA and county requirements.

Collaborates with other service providers including institutes of higher learning to share resources to maximize delivery of care.

Assists with review of medical orders in conjunction with the Chief Physician and Clinicians.

Performs related work as assigned.

GENERAL QUALIFICATION GUIDELINES

Experience and Education

Licensed to Practice in the State of Texas as an RN

Ten (10) years or more experience in public health nursing

Ten (10) years or more of experience in supervisory capacity in Public Health; BSN may be substituted for 3 years of required experience

CERTIFICATES, LICENSES, REGISTRATION

Knowledge, Skills, and Abilities

Thorough knowledge of nursing techniques and practices, and the organization and operation of the nursing program

Knowledge of management of supervisory methods

Ability to plan, organize, and supervise the work of healthcare staff

Ability to direct and carry out prescribed medical treatments and therapeutic programs

PHYSICAL DEMANDS:

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

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

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

WORK ENVIRONMENT:

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

The noise level in the work environment is usually moderate.

SAFETY REQUIREMENTS:

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

- sitting for extended periods of time
- operating assigned equipment

Maintain mental capacity which permits:

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

Effectively handle a work environment and conditions which involve:

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

Maintain effective audio-visual discrimination and perception needed for:

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

DATE: June 7, 2016

DEPARTMENT HEAD: Sergio Cruz

DEPARTMENT NAME: Dept. of Budget & Mgmt for Health Adm

ACCOUNT NUMBER: 6-1100-441-00-340-00X-0-XXX

CONTACT PERSON: Damaris San Miguel **PHONE:** (956) 292-7025 Ext. 5410

2016
Transfer
AI-54824

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			
6-1100-441-00-340-003-0- 113	Health Clinics-	Reg F/T Employees	(3,175.00)
6-1100-441-00-340-003-0- 220	Health Clinics-	FICA	(242.89)
6-1100-441-00-340-003-0- 230	Health Clinics-	Retirement	(357.19)
6-1100-441-00-340-003-0- 250	Health Clinics-	Unemployment Comp	(19.05)
6-1100-441-00-340-003-0- 260	Health Clinics-	Workers Comp	(29.85)
TO			
6-1100-441-00-340-001-0- 113	Health Adm-	Reg F/T Employees	3,175.00
6-1100-441-00-340-001-0- 220	Health Adm-	FICA	242.89
6-1100-441-00-340-001-0- 230	Health Adm-	Retirement	357.19
6-1100-441-00-340-001-0- 250	Health Adm-	Unemployment Comp	19.05
6-1100-441-00-340-001-0- 260	Health Adm-	Workers Comp	29.85
TOTAL BUDGET INCREASE (DECREASE)			$ (0.00)

REASON: **Transfer needed to fund the creation of a Public Health Coordinator (AI-54824 CC 06/07/16).**

SIGNATURE

COMMISSIONERS COURT

/ /
DATE

ATTEST, COUNTY CLERK

AI-54801

HIDTA - Task Force 10. A.

CC - REGULAR
Meeting Date: 06/07/2016
Submitted By: Nelda Olivarez, HIDTA
Department: HIDTA

Information

CAPTION

Approval of correction for 2016 HIDTA Grant (approved on CC 04/26/16 AI-54270), changing effective salary redistribution date from 05/02/16 to 04/18/16 (Pay Period 10).

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2016 ACCT. #: 6-1291-412-00-270-003-6-XXX
FUNDS AVAILABLE Y/N?: Y MATCHING FUNDS Y/N?: N
BUDGETARY IMPACT:
Funds available as of 05/26/16.

FISCAL YEAR: 2016 ACCT. #: 6-1251-412-00-270-011-0-XXX
FUNDS AVAILABLE Y/N?: Y MATCHING FUNDS Y/N?: N
BUDGETARY IMPACT:
Funds available as of 05/26/16.

Attachments

Cost Allocation

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	05/25/2016 03:16 PM
Final Approval	Monica Badillo	06/03/2016 05:59 PM

Form Started By: Nelda Olivarez Started On: 05/25/2016 02:23 PM
Final Approval Date: 06/03/2016

Hidalgo County
HIDTA Task Force

Redistribution of Cost Allocations

Slot No.	Employee No.	Position Title	Name	Salary	Dept./Fund	Current Allocation Amount Per Fund	Current Cost Allocation Distribution Percentage	Proposed Allocation Amount Per Fund	Proposed Cost Allocation Distribution Percentage
G001		Commander	Vacant	$ 115,500.00	HIDTA Grant (1291)	92,916.98	80.4476%	67,700.00	58.6147%
G025					HIDTA Chapter 59 (1251)	22,583.02	19.5524%	47,800.00	41.3853%
G003	208485	Investigator Criminal	Michael Andrew Perez	$ 60,000.00	HIDTA Grant (1291)	53,000.00	88.3333%	60,000.00	100.0000%
G029					HIDTA Chapter 59 (1251)	7,000.00	11.6667%	0.00	0.0000%
G004	208159	Investigator Criminal	Rodrigo Antonio Sampayo	$ 60,000.00	HIDTA Grant (1291)	55,000.00	91.6667%	60,000.00	100.0000%
G030					HIDTA Chapter 59 (1251)	5,000.00	8.3333%	0.00	0.0000%
G006	153818	Investigator Criminal	Genovevo (Geno) Martinez	$ 60,000.00	HIDTA Grant (1291)	57,000.00	95.0000%	60,000.00	100.0000%
G031					HIDTA Chapter 59 (1251)	3,000.00	5.0000%	0.00	0.0000%
G008	208035	Assistant Commander	Charles Eric Trevino	$ 69,000.00	HIDTA Grant (1291)	66,000.00	95.6522%	69,000.00	100.0000%
G032					HIDTA Chapter 59 (1251)	3,000.00	4.3478%	0.00	0.0000%
G009	070491	Accountant	Nelda Olivaez	$ 62,000.00	HIDTA Grant (1291)	11,000.00	17.7419%	11,217.00	18.0919%
G026					HIDTA Chapter 59 (1251)	51,000.00	82.2581%	50,783.00	81.9081%
G010	208710	Intelligence Specialist	Carla Maria Bautista	$ 37,000.00	HIDTA Grant (1291)	35,885.00	96.9865%	35,885.00	96.9865%
G033					HIDTA Chapter 59 (1251)	1,115.00	3.0135%	1,115.00	3.0135%
G011	036625	Admin Assistant	Sonya Ivet Lopez	$ 45,000.00	HIDTA Grant (1291)	42,000.00	93.3333%	42,000.00	93.3333%
G034					HIDTA Chapter 59 (1251)	3,000.00	6.6667%	3,000.00	6.6667%
G013	175145	Investigator Criminal	Miguel Angel Garca	$ 60,000.00	HIDTA Grant (1291)	55,000.00	91.6667%	60,000.00	100.0000%
G035					HIDTA Chapter 59 (1251)	5,000.00	8.3333%	0.00	0.0000%
G014	149098	Investigator Criminal	Juan Sifuentes	$ 64,000.00	HIDTA Grant (1291)	62,000.00	96.8750%	64,000.00	100.0000%
G036					HIDTA Chapter 59 (1251)	2,000.00	3.1250%	0.00	0.0000%
					HIDTA Grant (1291)	529,802.00		529,802.00	
					HIDTA Chapter 59 (1251)	102,698.00		102,698.00	

DATE April 8, 2016
DEPARTMENT HIDTA TASK FORCE
FUND 1291-412-00-270-003-5-XXX (2016 Grant) and 1251-412-00-270-011-0-XXX (Chapter 59-Asset Forfeiture)
Dept. NO. 270

2016 SALARY SCHEDULE for 2016 GRANT APPROPRIATION

SLOT NUMBER	EMPLOYEE NUMBER	POSITION	FY 2016 WAGES GRANT FUNDS	FY 2016 WAGES ASSET FUNDS	$60.00 Total Longevity	LONGEVITY PAY GRANT	LONGEVITY PAY ASSET 60.00	Grant salary & Longevity	Asset salary & Logevity	HEALTH INSURANCE GRANT 6.168.00	HEALTH INSURANCE ASSET	LIFE INSURANCE GRANT 37.56	LIFE INSURANCE ASSET	FICA GRANT 7.65%	FICA ASSET	RETIREMENT GRANT 10.56%	RETIREMENT ASSET	UNEMPLOY COMP GRANT 0.60%	UNEMPLOY COMP ASSET	WORKERS' COMP GRANT 0.21% (Clerical)	WORKERS' COMP ASSET 3.12% (Law Enforce)	FRINGE BENEFITS 2016 GRANT	FRINGE BENEFITS 2016 ASSET	TOTAL FRINGE 2016
			113		115					211		212		220		230		250		260				
G001	207900	Commander	67,700.00	47,800.00	0.00	0.00	0.00	67,700.00	47,800.00	3,615.36	2,552.64	22.02	15.54	5,179.05	3,656.70	7,149.12	5,047.68	406.20	286.80	2,112.24	1,491.36	18,483.98	13,050.73	31,534.71
G003	Pending	Criminal Investigator I	60,000.00	0.00	0.00	0.00	0.00	60,000.00	0.00	6,168.00	0.00	37.56	0.00	4,590.00	0.00	6,336.00	0.00	360.00	0.00	1,872.00	0.00	19,363.56	0.00	19,363.56
G004	208159	Criminal Investigator II	60,000.00	0.00	0.00	0.00	0.00	60,000.00	0.00	6,168.00	0.00	37.56	0.00	4,590.00	0.00	6,336.00	0.00	360.00	0.00	1,872.00	0.00	19,363.56	0.00	19,363.56
G006	153818	Criminal Investigator II	60,000.00	0.00	480.00	0.00	480.00	60,000.00	480.00	6,168.00	0.00	37.56	0.00	4,590.00	36.72	6,336.00	0.00	360.00	2.88	1,872.00	14.98	19,363.56	534.58	19,898.14
G008	208035	Assistant Commander	69,000.00	0.00	0.00	0.00	0.00	69,000.00	0.00	6,168.00	0.00	37.56	0.00	5,278.50	0.00	7,286.40	0.00	414.00	0.00	2,152.80	0.00	21,337.26	0.00	21,337.26
G009	070491	Accountant III	11,217.00	50,783.00	1,080.00	0.00	1,080.00	11,217.00	51,863.00	1,115.91	5,052.09	6.80	30.76	858.10	3,967.52	1,184.52	533.50	67.30	311.18	23.56	108.91	3,256.18	11,083.96	14,340.14
G010	208710	Intel Specialist	35,885.00	1,115.00	0.00	0.00	0.00	35,885.00	1,115.00	5,982.13	185.87	36.43	1.13	2,745.20	85.30	3,789.46	19.63	215.31	6.69	75.36	2.34	12,843.88	300.96	13,144.84
G011	036625	Administrative Assistant IV	42,000.00	3,000.00	1,020.00	0.00	1,020.00	42,000.00	4,020.00	5,756.80	411.20	35.06	2.50	3,213.00	307.53	4,435.20	43.42	252.00	24.12	88.20	8.44	13,780.26	1,817.22	15,597.47
G013	175145	Criminal Investigator II	60,000.00	0.00	0.00	0.00	0.00	60,000.00	0.00	6,168.00	0.00	37.56	0.00	4,590.00	0.00	6,336.00	0.00	360.00	0.00	1,872.00	0.00	19,363.56	0.00	19,363.56
G014	149098	Criminal Investigator III	64,000.00	0.00	0.00	0.00	0.00	64,000.00	0.00	6,168.00	0.00	37.56	0.00	4,896.00	0.00	6,758.40	0.00	384.00	0.00	1,996.80	0.00	20,240.76	0.00	20,240.76
		TOTAL	**$ 529,802.00**	**$ 102,698.00**	**$ 2,580.00**	**$ -**	**$ 2,580.00**	**$ 529,802.00**	**$ 105,278.00**	**$ 53,478.19**	**$ 8,201.81**	**$ 325.66**	**$ 49.94**	**$ 40,529.85**	**$ 8,053.77**	**$ 55,947.09**	**$5,644.23**	**$ 3,178.81**	**$ 631.67**	**$ 13,936.95**	**$ 1,626.03**	**$ 167,396.56**	**$ 26,787.45**	**$ 194,184.01**

AI-54697

HIDTA - Task Force 10. B.

CC - REGULAR
Meeting Date: 06/07/2016
Submitted By: Nelda Olivarez, HIDTA
Department: HIDTA

Information

CAPTION

1. Approval to amend (increase) the 2016 HIDTA Task Force - Chapter 59 Fund Budget (Fund 1251) in the amount of $178,185.00.

2. Approval to appropriate funds in the amount $178,185.00 in the 2016 HIDTA Task Force - Chapter 59 Fund Budget (Fund 1251).

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2016 ACCT. #: 6-1251-412-00-270-011-0-XXX
FUNDS AVAILABLE Y/N?: Y MATCHING FUNDS Y/N?: N

BUDGETARY IMPACT:
Funds available as of 06/02/16.

Appropriation of funds from HIDTA CH 59 Unassigned Fund Balance 6-1251-258-00-000-000-0-000.

Attachments

Appropriation

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	05/20/2016 11:40 AM
Final Approval	Monica Badillo	06/03/2016 05:59 PM

Form Started By: Nelda Olivarez Started On: 05/18/2016 04:50 PM
Final Approval Date: 06/03/2016

DATE: May 18, 2016

DEPARTMENT HEAD: Ricardo Rodriguez,Criminal District Attorney

DEPARTMENT NAME: HIDTA Task Force

ACCOUNT NUMBER: 6-1251-412-00-270-011-0-XXX **(Chapter 59 Asset Forfeiture Funds)**

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

Honorable Commissioner's Court of Hidalgo County:

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

INCREASE OBJECT NUMBER(S)		ACCOUNT (OBJECT) NAME		INCREASE (DECREASE)
6-1251-412-00-270-011-0-	841	AID TO GOVERNMENTAL AGENCIES	$	178,185.00
		TOTAL APPROPRIATIONS	**$**	**178,185.00**

There are no areas in my current budget to reduce in order to fund the above mentioned item(s). Appropriation of funds from fund balance.

___/___/___

APPROVED BY COMMISSIONER'S COURT

DATE

DEPARTMENT HEAD SIGNATURE

ATTEST BY COUNTY CLERK

AI-54879

Health & Human Services Dept.
11. A.

CC - REGULAR
Meeting Date: 06/07/2016
Submitted For: Eddie Olivarez, HEALTH & HUMAN SERVICES DEPT.
Submitted By: Mike Escaname, HEALTH & HUMAN SERVICES DEPT.
Department: HEALTH & HUMAN SERVICES DEPT.

Information

CAPTION

Requesting approval of letter to city mayors related to Zika Virus Prevention Efforts.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2016 ACCT. #: N/A
FUNDS AVAILABLE Y/N?: Y MATCHING FUNDS Y/N?: N
BUDGETARY IMPACT:

Attachments

LETTER

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	06/02/2016 10:43 AM
Final Approval	Monica Badillo	06/03/2016 05:59 PM

Form Started By: Mike Escaname Started On: 06/02/2016 10:17 AM
Final Approval Date: 06/03/2016

RAMON GARCIA
County Judge

OFFICE OF THE COUNTY JUDGE
County Of Hidalgo

June 7, 2016

Re: Zika Virus Prevention Efforts

Dear Mayor:

As you are aware there has been a significant amount of discussion over the past few months related to an anticipated Zika Virus outbreak. This letter is to inform you of our efforts to educate our constituents regarding the prevention of the Zika Virus. We are requesting your support for a joint campaign that will provide valuable information regarding individual prevention efforts we can all undertake.

In addition to this effort, we are encouraging cities and other public entities to attain the tools for preventing an outbreak of the virus. Cities are being encouraged to have appropriate reserves of larvicide and adulticide. Furthermore, identification of funds by local governing boards for this cause is essential for prevention of a Zika Virus outbreak.

Additional resources related to the Zika Virus may be found at www.texaszika.org and www.cdc.gov/zika/ .

We thank you for your prompt attention to this matter and look forward to working in unison with all cities in furtherance of these prevention efforts.

Respectfully,

Ramon Garcia
Hidalgo County Judge

P.O. Box 1356 ★ Edinburg, Texas 78540 ★ (956) 318-2600 ★ Fax (956) 318-2699

AI-54851

Health & Human Services Dept.
11. B.

CC - REGULAR
Meeting Date: 06/07/2016
Submitted For: Eddie Olivarez, HEALTH & HUMAN SERVICES DEPT.
Submitted By: Mike Escaname, HEALTH & HUMAN SERVICES DEPT.
Department: HEALTH & HUMAN SERVICES DEPT.

Information

CAPTION

1. Requesting approval for Commissioner's Court to accept and County Judge Ramon Garcia to sign the Lease Agreement with Carson Map Company, Inc.
2. Requesting approval to process lease agreement fee payment in the amount of $590.00 with authority for County Treasurer to issue a check after auditing procedures are completed by County Auditor.

BACKGROUND

02/04/2015 - AI-48260 - Previous lease agreement.

Fiscal Impact

FISCAL YEAR: 2016 ACCT. #: 6-1100-441-00-340-001-0-340
FUNDS AVAILABLE Y/N?: Y MATCHING FUNDS Y/N?: N

BUDGETARY IMPACT:
Funds available as of 6/1/16.

Attachments

Lease Invoice
legal

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	06/01/2016 01:33 PM
Final Approval	Monica Badillo	06/03/2016 05:59 PM

Form Started By: Mike Escaname Started On: 06/01/2016 11:49 AM
Final Approval Date: 06/03/2016

Specializing In City and County Plats Since 1955

CARSON MAP COMPANY

P.O. BOX 4702
MCALLEN, TX 78502

TEL.(956) 797-1514
(956) 279-4567

ROBERT C. SADLER
MANAGER
(956)279-7881

May 12, 2016

Hidalgo County ON-Line Customer

This letter is to inform you there is no longer a conflict of interest...as was the case for the previous year in which we did not charge for the use of the On-Line service. Starting on 6/1/2016 we will resume charging you for the use of our service. To avoid any interruption with your service your payment will need to be received by that date. Your invoice is enclosed and a Lease agreement that needs to be completed and returned to our office. Thank you and we do appreciate your continued business.

Respectfully,
Carson Map Co., Inc.

05/12/16
08-85B

Please Remit to:

Carson Map Co., Inc.
P.O. Box 4702
McAllen, TX 78502

Received
Hidalgo County Health &
Human Services Department
MAY 13 2016
1304 S. 25th Ave.
Edinburg, Texas 78542

Hidalgo Co. Health & Human Svc
Environmental Division
1304 S. 25th Street
Edinburg TX 78539

0009659-IN

1.0	Hidalgo County ON-LINE	590.00	590.00

NET INVOICE:	590.00
FREIGHT:	.00
SALES TAX:	.00
INVOICE TOTAL:	590.00

HIDALGO ON-LINE for the period:
June 1, 2016 thru May 31, 2017. Thank you.

08-853

Specializing in City and County Platbooks since 1955

Carson Map Company, Inc.

P.O. Box 4702
McAllen, TX 78502
956-797-1514

Lease Agreement

Parties:
Carson Map Company – Lessor

Company – (name, address, etc) – Lessee

Company Name:
Hidalgo Co Health & Human Services Dept / Environmental Division

Address:
1304 S. 25th St

City, State, Zip:
Edinburg, TX 78539

Phone Number:
(956) 383-6227

WHEREAS, Carson Map Company is an online service company providing a database of plats and a search engine for platbooks and research of plats for specific areas ("online service").

WHEREAS, Company wishes to lease such online service at the terms noted below.

ACCORDINGLY, the Parties agree as follows:

I hereby agree to lease Hidalgo Co. Online at the rate of $ 590.00 for a total of 1 users plus tax $ 0.00. The term of the Agreement is for minimum of twelve (12) months effective 06/01/2016. Thereafter, the Agreement may be terminated with 60 days notice in writing to Carson Map Company Inc. The lease payment is due at the beginning of the lease and annually on the anniversary date of the lease. Carson Map Company will provide revisions, when available, at no additional charge. The lease rate is subject to change with 30 days notice on an annual basis.

A late fee of $35.00 per month will be assessed on any payments received more than 5 days after the due date of your annual renewal. Your annual statement will be emailed 60 days prior to the due date and we will follow up 10 days before your due date. You may incur a temporary interruption in service due to late payment. To prevent any interruption in service please contact us if you have a payment delayed that will not reach us in a timely manner.

Your signed lease remains in effect and will be renewed annually with your annual lease payment. You will not need to provide a new signed lease each year. Updates to the lease will be included with your annual billing statement.

Company agrees to use its best efforts and to take all reasonable steps to safeguard the service and online information of Lessor to ensure that no unauthorized person shall have access thereto and that no unauthorized copy, publication, disclosure or distribution in whole or in part, in any form, shall be made. Notwithstanding, Company is allowed to make hard copies of the information as needed for work or internal use purposes only. Company acknowledges that the service and information therein contains valuable confidential information and trade secrets and that unauthorized use and/or copying is harmful to Lessor.

It is further agreed that the Lessee will not allow anyone not in his/her employ to utilize or examine the online service. Company agrees to not decompile, reverse engineer, or disassemble the online service. This lease is personal to Company, and Company will not allow third parties access to the online service without the consent of Lessor. Online services are protected by the United States Copyright laws and may not be reproduced or offered for sale by Company. Online service includes but is not limited to all code, databases, data, software, and architecture, and are the property of Carson Map Company, and except as noted herein, Company acquires no rights of any kind to this property.

The online services contain data and information that has been obtained by Carson Map Company from governmental and other sources it believes reliable. Carson Map Company is not responsible for the completeness or accuracy of the online services, and no warranty or representation, expressed or implied, is given regarding the correctness, accuracy, timeliness, merchantability or fitness for a particular purpose of the online services. Lessor's liability to Company, if any, for damages for whatever cause arising from this Agreement, shall in no event exceed the amount paid to Lessor for the license of the online service.

This Agreement will be governed by and construed in accordance with the laws of the State of Texas without reference to the choice of law doctrine of such state. Any suit brought by either party against the other party for claims arising out of this Agreement shall be brought in the competent courts of Hidalgo County, Texas, and the parties hereto consent to the exclusive jurisdiction of such courts in respect of such action or proceeding.

Signature of Authorized Representative:

_____ Date: _____

Printed Name of Authorized Representative:

_____

Email Address

_____

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

AI-54851 Attachment - Request for Review - Carson Map Lease Agreement

From : Mike Escaname <miguel.escaname@mail.hchd.org> Fri, Jun 03, 2016 09:55 AM
Subject : AI-54851 Attachment - Request for Review - Carson Map Lease Agreement 1 attachment
To : patricia ramos <patricia.ramos@co.hidalgo.tx.us>
Cc : monica badillo <monica.badillo@co.hidalgo.tx.us>

Patricia,

Please attach this legal approval to AI-54851.

Thanks,

Mike E.

---- Original Message ----
From: "Josephine Ramirez" <josephine.ramirez@da.co.hidalgo.tx.us>
Sent: 6/3/2016 9:13:40 AM
To: "Mike Escaname" <miguel.escaname@hchd.org>
Cc: "Victor Garza" <victor.garza@da.co.hidalgo.tx.us>, eddie.olivarez@hchd.org
Subject: Re: Request for Review - Carson Map Lease Agreement

Mike,

I have reviewed the attached lease agreement 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

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****

On Wed, Jun 1, 2016 at 12:29 PM, Mike Escaname <miguel.escaname@hchd.org> wrote:

> Hello Josephine:
>
> Attached, please find a Lease Agreement from Carson Map Company (3rd page).
>
> I'd appreciate if you can review and advise if you approve as to form.
>
> Last year, a similar item was processed by the Purchasing Dept. Reference Ai-48260 dated 02/04/2015.
>
> Thanks,
>
> *Mike Escaname*
>
> Budget Manager
>
> Hidalgo County Health & Human Services Department
>
> 1304 S. 25 Ave
>
> Edinburg, TX 78542-7205
>
> Main Line (956) 383-6221
>
> Direct Line (956) 292-7000 ext. 7210

image002.png
14 KB

AI-54833

Health & Human Services Dept.
11. C.

CC - REGULAR
Meeting Date: 06/07/2016
Submitted For: Eddie Olivarez, HEALTH & HUMAN SERVICES DEPT.
Submitted By: Mike Escaname, HEALTH & HUMAN SERVICES DEPT.
Department: HEALTH & HUMAN SERVICES DEPT.

Information

CAPTION

Requesting approval to allow Hidalgo County Health & Human Services Dept. staff in partnership with Hidalgo County Emergency Management staff to host and provide training for local Amateur Radio Operators. The Field Day Exercise will be held on June 25, 2016.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2016 ACCT. #: N/A
FUNDS AVAILABLE Y/N?: N/A MATCHING FUNDS Y/N?: N

BUDGETARY IMPACT:
No budgetary impact.

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	05/31/2016 01:35 PM
Final Approval	Monica Badillo	06/03/2016 05:59 PM

Form Started By: Mike Escaname Started On: 05/31/2016 11:25 AM
Final Approval Date: 06/03/2016

AI-54835

Health & Human Services Dept.
11. D.

CC - REGULAR
Meeting Date: 06/07/2016
Submitted For: Eddie Olivarez, HEALTH & HUMAN SERVICES DEPT.
Submitted By: Mike Escaname, HEALTH & HUMAN SERVICES DEPT.
Department: HEALTH & HUMAN SERVICES DEPT.

Information

CAPTION

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

BACKGROUND

05/17/11 - AI-26625 - Initial MOA
05/29/12 - AI-32371 - Renewal
05/28/13 - AI-38765 - Renewal
07/08/14 - AI-45060 - Renewal
06/23/15 - AI-50020 - Renewal

Fiscal Impact

FISCAL YEAR: 2016 ACCT. #: N/A
FUNDS AVAILABLE Y/N?: N/A MATCHING FUNDS Y/N?: N

BUDGETARY IMPACT:
No budgetary impact.

Attachments

MOA
Legal

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	05/31/2016 01:37 PM
Final Approval	Monica Badillo	06/03/2016 05:59 PM

Form Started By: Mike Escaname Started On: 05/31/2016 11:29 AM
Final Approval Date: 06/03/2016

RENEWAL OF MEMORANDUM OF AGREEMENT
BETWEEN
THE TEXAS A&M UNIVERSITY SYSTEM HEALTH SCIENCE CENTER
AND
HIDALGO COUNTY
FOR AN ON-SITE EDUCATION PROGRAM

THIS RENEWAL OF AGREEMENT ("Agreement" is entered into by and between The Texas A&M University System Health Science Center (TAMHSC), a member of the Texas A&M University System, an agency of the State of Texas, on behalf of the School of Public Health (HSC-SPH) and Hidalgo County, by and through its Health and Human Services Department ("Practicum Site").

WHEREAS, Practicum Site is willing to provide an on-site educational practicum experience program, i.e. practicum experience program supervision, for HSC-SPH students.

NOW THEREFORE, the parties jointly agree as follows:

1. RENEWAL OF MEMORANDUM OF AGREEMENT

Pursuant to paragraph six (6) of the original Memorandum of Agreement that became effective July 4, 2011, the parties agree to a one (1) year renewal of the original Memorandum of Agreement.

2. INCORPORATION OF ORIGINAL MEMORANDUM OF AGREEMENT

The original Memorandum of Agreement is made apart hereof with all its terms and conditions, and is incorporated for all purposes in this Agreement.

3. EXECUTION AND MODIFICATION

This Agreement is binding when signed by both parties. Any modification or amendment must be in writing and signed by both parties.

(Signature Page Follows)

IN WITHNESS WHEREOF, the parties have signed this Memorandum of Agreement between the Texas A&M University System Health Science Center and Hidalgo County on the date indicated below their Signatures.

The Texas A&M University System Health Science Center

By:_____
Vernon Tesh, Ph.D.
Interim Vice President for Academic Affairs

Date:_____

Hidalgo County

By:_____
Ramon Garcia
Hidalgo County Judge

Date:_____

Approved as to Form by:

_____
Josephine Ramirez Solis
Assistant District Attorney
Hidalgo County

Attest:

_____
Arturo Guajardo Jr., County Clerk

Mike Escaname

From: Josephine Ramirez <josephine.ramirez@da.co.hidalgo.tx.us>
Sent: Tuesday, May 24, 2016 11:08 AM
To: Mike Escaname
Subject: Re: Request for Review - RENEWAL MOA - Texas AM - On-Site Education Program

Mike,

I have reviewed the attached proposed agreement and approve as to form.

Thank you,

Josephine Ramirez Solis

Assistant Criminal District Attorney

Chief - Civil Division

Office of Criminal District Attorney

Hidalgo County, Texas

100 N Closner Rm 303

Edinburg, TX 78539

(956) 292-7609 ext. 8186

(956) 318-2079 FAX

josephine.ramirez@da.co.hidalgo.tx.us

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AI-54793

Health & Human Services Dept.
11. E.

CC - REGULAR
Meeting Date: 06/07/2016
Submitted For: Dairen Sarmiento, HEALTH & HUMAN SERVICES DEPT.
Submitted By: Dairen Sarmiento, HEALTH & HUMAN SERVICES DEPT.
Department: HEALTH & HUMAN SERVICES DEPT.

Information

CAPTION

Presentation of Walk Across Texas Challenge #9 Winners

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	05/24/2016 09:05 AM
Final Approval	Monica Badillo	06/03/2016 05:59 PM

Form Started By: Dairen Sarmiento Started On: 05/23/2016 04:21 PM

Final Approval Date: 06/03/2016

AI-54822

Health & Human Services Dept.
11. F.

CC - REGULAR
Meeting Date: 06/07/2016
Submitted For: Eddie Olivarez, HEALTH & HUMAN SERVICES DEPT.
Submitted By: Mike Escaname, HEALTH & HUMAN SERVICES DEPT.
Department: HEALTH & HUMAN SERVICES DEPT.

Information

CAPTION

1. Requesting approval to accept the CPS/OT-UNIQUE grant contract amendment #2016-004045-01. The purpose of the amendment is to amend certain contractual language and revise the budget.
2. Requesting approval of the Certification of Revenue in the amount of $2,500.00.
3. Requesting approval of the budget appropriation.

BACKGROUND

10/27/2015 - AI-51948 - Acceptance of original grant contract.
03/07/2016 - AI-53564 - Approval to submit amendment request.

Fiscal Impact

FISCAL YEAR: 2016 ACCT. #: 6-1293-441-00-340-047-6-XXX
FUNDS AVAILABLE Y/N?: Y MATCHING FUNDS Y/N?: Y

BUDGETARY IMPACT:

Amendment is increasing grant allocation by $2,500.00. This amount is not required to be matched with 10% local funds. Reference section 16(i) on page 3 of contract.

Attachments

Contract Amendment
Budget Appropriation
COR

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	05/27/2016 03:44 PM
Final Approval	Monica Badillo	06/03/2016 05:59 PM

Form Started By: Mike Escaname Started On: 05/27/2016 02:59 PM

Final Approval Date: 06/03/2016

DEPARTMENT OF STATE HEALTH SERVICES
CONTRACT 2016-004045-01

This Contract is entered into by and between the Department of State Health Services (DSHS or the Department), an agency of the State of Texas, and Hidalgo County (Contractor), a Governmental, (collectively, the Parties) entity.

1. Purpose of the Contract: DSHS agrees to purchase, and Contractor agrees to provide, services or goods to the eligible populations.

2. Total Amount: The total amount of this Contract is $149,844.00.

3. Funding Obligation: This Contract is contingent upon the continued availability of funding. If funds become unavailable through lack of appropriations, budget cuts, transfer of funds between programs or health and human services agencies, amendment to the Appropriations Act, health and human services agency consolidation, or any other disruptions of current appropriated funding for this Contract, DSHS may restrict, reduce, or terminate funding under this Contract.

4. Term of the Contract: This Contract begins on 11/05/2015 and ends on 06/30/2016. DSHS has the option, in its sole discretion, to renew the Contract. DSHS is not responsible for payment under this Contract before both parties have signed the Contract or before the start date of the Contract, whichever is later.

5. Authority: As applicable, DSHS enters into this Contract under the authority of Texas Health and Safety Code Chapters 12 or 1001 or Texas Government Code Chapters 531, 771, 791 or 2155.

6. Program Name: CPS/OT-UNIQUE CPS – One Time Discretionary Unique Contracts

7. Statement of Work:

STATEMENT OF WORK:

A. The Contractor will complete one time funding activities during the term of this Contract that aligns with one or more of the 15 PHEP capabilities by performing activities that support the Public Health Emergency Preparedness Cooperative Agreement (Funding Opportunity Number CDC-RFA-TP12-120104CONT15) from the Centers for Disease Control and Prevention (CDC).

The total amount of this Contract will not exceed $149,844.00.

Contractor will perform the activities required under this Contract in the Service Area designated in the most recent version of Section 8. "Service Area" of this contract.

CDC's five-year PHEP – Hospital Preparedness Program (HPP) Cooperative Agreement seeks to align PHEP and HPP programs by advancing public health and healthcare preparedness.

B. The Contractor will address the following CDC PHEP Capabilities that are specific to the Funding Award.
1. Capability 1 – Community Preparedness is the ability of communities to prepare for, withstand, and recover – in both the short and long terms – from public health incidents.

2. Capability 2 – Community Recovery is the ability to collaborate with community partners, e.g., healthcare organizations, business, education, and emergency management) to plan and advocate for the rebuilding of public health, medical, and mental/behavioral health systems to at least a level of functioning comparable to pre-incident levels and improved levels where possible.

3. Capability 3 – Emergency Operations Center Coordination is ability to direct and support an event or incident with public health or medical implications by establishing a standardized, scalable system of oversight, organization, and supervision consistent with jurisdictional standards and practices with the National Incident Management System.

4. Capability 4 – Emergency Public Information and Warning is the ability to develop, coordinate, and disseminate information, alerts, warnings, and notifications to the public and incident management responders.

5. Capability 5 – Fatality Management is the ability coordinate with other organizations (e.g., law enforcement, healthcare, emergency management, and medical examiner/coroner) to ensure the proper recovery, handling, identification, transportation, tracking, storage, and disposal of human remains and personal effects; certify cause of death, and facilitate access to mental/behavioral health services to the family members, responders, and survivors of an incident.

6. Capability 6 – Information Sharing is the ability to conduct multijurisdictional, multidisciplinary exchange of health-related information and situational awareness data among federal, state, local, territorial, and tribal levels of government, and the private sector. This capability includes the routine sharing of information as well as issuing of public health alerts to federal, state, local, territorial, and tribal levels of government and the private sector in preparation for and in response to events or incidents of public health significance.

7. Capability 7 – Mass Care is the ability to coordinate with partner agencies to address the public health, medical, and mental/behavioral health needs of those impacted by an incident at a congregate location.

This capability includes the coordination of ongoing surveillance and assessment to ensure that local health needs to continue to me met as the incident evolves.

8. Capability 8 – Medical Countermeasure Dispensing is the ability to provide medical countermeasures (including vaccines, antiviral drugs, antibiotics, antitoxin, etc.) in support of treatment or prophylaxis (oral or vaccination) to the identified population in accordance with public health guidelines and/or recommendations.

9. Capability 9 – Medical Material Management and Distribution is the ability to acquire, maintain (e.g., cold chain storage or other storage protocol), transport distribute, and track medical material (e.g., pharmaceuticals, gloves, masks, and ventilators) during an incident and to recover and account for unused medical material, as necessary, after an incident.

10. Capability 10 – Medical Surge is the ability to provide adequate medical evaluation and care during events that exceed the limits of the normal medical infrastructure of an affected community. It encompasses the ability of the healthcare system to survive a hazard impact and maintain or rapidly recover operations that were compromised.

11. Capability 11 – Non-Pharmaceutical Interventions is the ability to recommend to the applicable lead agency (if not public health) and implement, if applicable, strategies for disease, injury, and exposure control. Strategies include the following: isolation and quarantine; restrictions on movement and travel advisory/warnings; social distancing; external decontamination; hygiene; and precautionary behaviors.

12. Capability 12 – Public Health Laboratory Testing is the ability to conduct rapid and conventional detection, characterization, confirmatory testing, data reporting, investigative support, and laboratory networking to address actual or potential exposure to all-hazards. Hazards include chemical, radiological, and biological, and biological agents in multiple matrices that may include clinical samples, food, and environmental samples (e.g., water, air, and soil). This capability supports routine surveillance, including pre-event incident and post-exposure activities.

13. Capability 13 – Public Health Surveillance and Epidemiological Investigations is the ability to create, maintain, support and strengthen routine surveillance and detection systems and epidemiological investigation processes, as well as to expand these systems and processes in response to incidents of public health significance.

14. Capability 14 – Responder Safety and Health describes the ability to protect public health agency staff responding to an incident and the ability to support the health and safety needs of hospital and medical facility personnel, if requested.

15. Capability 15 – Volunteer Management is the ability to coordinate the identification, recruitment, registration, credential verification, training and engagement of volunteers to support the jurisdictional public health agency’s response to incidents of public health significance.

16. Contractor will complete the following activities:

i. Contractor will initiate enrollment into Project Public Health Ready (PPHR), (funded at $2,500) which is a criteria-based public health preparedness program that assesses local health department (LHD) capacity and capability to plan for, respond to, and recover from public health emergencies. PPHR aims to protect the public's health and increase the public health infrastructure by equipping local health departments with sustainable tools to plan, train, and exercise using a continuous improvement model. Contractor is not

required to provide matching funds for the PPHR funding allocation only.

C. Contractor will not exceed the total amount of this Contract.

D. Contractor will comply with all applicable federal and state laws, rules, and regulations including, but not limited to, the following:
1. Public Law 107-188, Public Health Security and Bioterrorism Preparedness and Response Act of 2002;
2. Public Law 113-05, Pandemic and All-Hazards Preparedness Reauthorization Act; and
3. Texas Health and Safety Code Chapter 81.

E. The Parties have the authority under Texas Government Code Chapter 791 to enter into this Interlocal Cooperation Contract.

F. The following documents and resources are incorporated by reference and made a part of this Contract:

1. DSHS and CDC Public Health Emergency Preparedness Cooperative Agreement, Funding Opportunity Number: CDC-RFA-TP12-120102CONT14;
2. Public Health Preparedness Capabilities: National Standards for State and Local Planning, March 2011:
http://www.cdc.gov/phpr/capabilities/DSLR_capabilities_July.pdf;
3. Presidential Policy Directive 8/PPD-8, March 30, 2011:
http://www.hlswatch.com/wp-content/uploads/2011/04/PPD-8-Preparedness.pdf;
4. Homeland Security Exercise and Evaluation Plan (HSEEP) Documents:
https://hseep.dhs.gov/pages/1001_HSEEP7.aspx;
5. Ready or Not? Have a Plan; Surviving Disaster: How Texans Prepare (videos):
http://www.texasprepares.org/survivingdisaster.htm; and
6. Preparedness Program Guidance(s) as provided by DSHS and CDC.

G. Funds awarded for this Contract must be matched by costs or third-party contributions that are not paid by the Federal Government under another award, except where authorized by Federal statute to be used for cost sharing or matching. The non-federal contributions (match) may be provided directly or through donations from public or private entities and may be in cash or in-kind donations, fairly evaluated, including plant, equipment, or services. The costs that the Contractor incurs in fulfilling the matching or cost-sharing requirement are subject to the same requirements, including the cost principles, that are applicable to the use of Federal funds, including prior approval requirements and other rules for allowable costs as described in 45 CFR 74.23 and 45 CFR 92.24.

H. The Contractor is required to provide matching funds for this Contract not less than ten-percent of the allocation amount. Cash match is defined as an expenditure of cash by the contractor on allowable costs of this Contract that are borne by the contractor. In-kind match is defined as the dollar value of non-cash contributions by a third party given in goods, commodities, or services that are used in activities that benefit this Contract's project and that are contributed by non-federal third parties without charge to the contractor. The criteria for match must:

1. Be an allowable cost under the applicable federal cost principle;
2. Be necessary and reasonable for the efficient accomplishment of project or program objectives;
3. Be verifiable within the contractor's (or subcontractor's) records;
4. Be documented, including methods and sources, in the approved budget (applies only to cost reimbursement Contracts);
5. Not be included as contributions toward any other federally-assisted project or program (match can count

only once);
6. Not be paid by the Federal Government under another award, except where authorized by Federal statute to be used for cost sharing or match;
7. conform to other provisions of governing circulars/statutes/regulations as applicable for the Contract;
8. Be adequately documented;
9. Must follow procedures for generally accepted accounting practices as well as meet audit requirements; and
10. Value the in-kind contributions reported and must be supported by documentation reflecting the use of goods and/or services during the Contract term.

I. In the event of a public health emergency involving a portion of the state, Contractor will mobilize and dispatch staff or equipment purchased with funds from the previous PHEP cooperative agreement and that are not performing critical duties in the jurisdiction served to the affected area of the state upon receipt of a written request from DSHS. This provision is not applicable if the Contractor is an institution of higher education or a poison control center.

J. Contractor will inform DSHS in writing if Contractor will not continue performance under this Contract within thirty days of receipt of an amended standard(s) or guideline(s). DSHS may terminate this Contract immediately or within a reasonable period of time as determined by DSHS.

K. Contractor will develop, implement and maintain a timekeeping system for accurately documenting staff time and salary expenditures for all staff funded through this Contract, including partial full-time employees and temporary staff.

L. DSHS reserves the right, where allowed by legal authority, to redirect funds in the event of financial shortfalls. DSHS will monitor Contractor's expenditures on a quarterly basis. If expenditures are below that projected in Contractor's total Contract amount, Contractor's budget may be subject to a decrease for the remainder of the Term of the Contract. If applicable, vacant positions existing after ninety days may result in a decrease in funds.

M. The Contractor will:
1. Submit the Mid-Year Report due to DSHS within an established timeframe designated by DSHS.
2. Complete an End-Of-Year performance report in a format specified by DSHS no later than August 15, 2016
3. Submit programmatic reports as directed by DSHS in a format specified by DSHS. Contractor will provide DSHS other reports, including financial reports, and any other reports that DSHS determines necessary to accomplish the objectives of this contract and to monitor compliance; and

4. Submit reports as requested by DSHS to satisfy information-sharing Requirements set forth in Texas Government Code, Sections 421.071 and 421.072 (b) and (c).

If Contractor is legally prohibited from providing such reports, Contractor will immediately notify DSHS in writing.

N. In the event of a local, state, or federal emergency the Contractor has the authority to utilize approximately five percent of the Contractor's staff's time supporting this Contract for response efforts. DSHS will reimburse Contractor up to five percent of this Contract funded by CDC for personnel costs responding to an emergency event. Contractor will maintain records to document the time spent on response efforts for auditing purposes. Allowable activities also include participation of drills and exercises in the pre-event time period. Contractor will notify the Assigned Contract Manager in writing

when this provision is implemented.

O. For the purposes of this Contract, the Contractor may not use funds for fundraising activities, lobbying, research, construction, major renovations, and reimbursement of pre-award costs, clinical care, purchase of vehicles of any kind, funding an award to another party or provider who is ineligible, backfilling costs for staff or the purchase of incentive items.

P. Contractor may transfer cumulative budget line items of 25% or less among direct cost categories, other than equipment and indirect without prior approval from DSHS or a written amendment.

PERFORMANCE MEASURES:

A. DSHS will monitor the Contractor's compliance with the requirements in Section 7 and this Contract and failure to meet these requirements may result in withholding a portion of the current PHEP base awards.

BILLING INSTRUCTIONS:

Contractor will request payment using the State of Texas Purchase Voucher (Form B-13) on a monthly basis and acceptable supporting documentation for reimbursement of the required services/deliverables. Additionally, the Contractor will submit the Financial Status Report (FSR-269A) and Match Reimbursement Certification (B-13A) on a quarterly basis. Vouchers, supporting documentation, Financial Status Reports, and Match Reimbursement Certification should be mailed or submitted by fax or email to the addresses/number below.

Claims Processing Unit, MC1940
Texas Department of State Health Services
1100 West 49th Street
PO Box 149347
Austin, TX 78714-9347
Fax: (512) 458-7442

B-13 invoices@dshs.state.tx.us & Php.vouchersupport@dshs.state.tx.us

Support Document: invoices@dshs.state.tx.us & Php.vouchersupport@dshs.state.tx.us

B-13A: invoices@dshs.state.tx.us & Php.vouchersupport@dshs.state.tx.us

FSR: invoices@dshs.state.tx.us & Php.vouchersupport@dshs.state.tx.us & FSRGrants@dshs.state.tx.us

8. Service Area

Hidalgo County

This section intentionally left blank.

10. Procurement method:

Non-Competitive

Interagency/Interlocal

GST-2016-Solicitation-00044

RLHS FY16 OT-Unique LHD NEW CONTRACT

11. Renewals:

Number of Renewals Remaining: 0 Date Renewals Expire: 06/30/2016

12. Payment Method:

Cost Reimbursement

13. Source of Funds:

93.069, 93.069, 93.069

14. DUNS Number:

103110834

15. Programmatic Reporting Requirements:

Report Name	Frequency	Period Begin	Period End	Due Date
Financial Status Report (FSR)	Quarterly	11-5-2015	12-31-2015	1-31-2016
Financial Status Report (FSR)	Quarterly	1-1-2016	3-31-2016	4-30-2016
Financial Status Report (FSR)	Quarterly	4-1-2016	6-30-2016	8-15-2016

Submission Instructions:

Contractors are required to provide specific information to have an acceptable e-signature. The name and title of the certifying official must be printed in the designated areas at the bottom of the FSR. The e-mail with the FSR attached must then be sent by the certifying official name as stated on that FSR. Anything else will not be accepted.

FSR: invoices@dshs.state.tx.us & Php.vouchersupport@dshs.state.tx.us & FSRGrants@dshs.state.tx.us

16. Special Provisions

The Parties agree to the following changes to DSHS FY 2016 General Provisions (Core/Subrecipient).

Special Provisions

B. General Provisions, Applicability of General Provisions to Interagency and Interlocal Contracts, Section 2.08(a) is modified by deleting it in its entirety and replacing it with the following language.
a. The following sections or portions of sections of these General Provisions will not apply to interagency or interlocal contracts:
i. Hold Harmless and Indemnification, Section 14.17;
ii. Independent Contractor, Section 13.05 (delete the third sentence in its entirety; delete the word "employees" in the fourth sentence; the remainder of the section applies);
iii. Insurance, Section 14.22;
iv. Liability Coverage, Section 25.03;
v. Fidelity Bond, Section 25.02;
vi. Historically Underutilized Businesses, Section 13.02 (Contractor, however, will comply with HUB requirements of other statutes and rules specifically applicable to that entity);
vii. Debt to State and Corporate Status, Section 4.01;
viii. Application of Payment Due, Section 4.02; and
ix. Article XVI Claims against the Department (This Article is inapplicable to interagency contracts only).

C. General Provisions, Article III. Services, Section 3.02 Disaster Services, is revised to add the following:

In the event of a local, state, or federal emergency the Contractor has the authority to utilize approximately 5% of staff's time supporting this Contract for response efforts. DSHS shall reimburse Contractor up to 5% of this Contract funded by Center for Disease Control and Prevention (CDC) for personnel costs responding to an emergency event. Contractor shall maintain records to document the time spent on response efforts for auditing purposes. Allowable activities also include participation of drills and exercises in the pre-event time period. Contractor shall notify the Assigned Contract Manager in writing when this provision is implemented.

D. General Provisions, Payment Methods and Restrictions, Article V, Section 5.01 is revised to include the following:

Contractor may request a one-time working capital advance not to exceed 12% of the total amount of the Contract funded by DSHS. All advances must be expended by the end of the contract term. Advances not expended by the end of the contract term must be refunded to DSHS.

Contractors will repay all or part of advance funds at any time during the Contract's term. However, if the advance has not been repaid prior to the last three months of the Contract term, the contractor must deduct at least one-third of the remaining advance from each of the last three months' reimbursement requests. If the advance is not repaid prior to the last three months of the Contract term, DSHS will reduce the reimbursement request by one-third of the remaining balance of the advance.

E. General Provisions, Final Invoice/Billing Submission, Section 5.03 is modified to provide that Contractor will submit final close-out bill or revisions to previous reimbursement request(s) no later than August 15, 2016.

F. General Provisions, Access and Inspection Article X, Section 10.01 is revised to add the following:

In addition to the site visits authorized by this Article of the General Provisions, Contractor will allow DSHS to conduct on-site quality assurance reviews of Contractor. Contractor will comply with all DSHS documentation requests and on-site visits. Contractor will make available for review all documents related to the Contract, upon request by the DSHS Program staff.

G. General Provisions, General Terms Article XIV, Amendment Section 14.12, is amended to include the following:

Contractor must submit all amendment and revision requests in writing to the Division Contract Management Unit at least 90 days prior to the end of the term of this Contract.

H. General Provisions, Program Equipment and Supplies Article XXII, Section 22.01, is revised as follows:

Contractor is required to initiate the purchase of approved equipment no later than June 30, 2016 as documented by issue of a purchase order or written order confirmation from the vendor on or before June 30, 2016. In addition, all equipment and supplies must be received no later than forty-five (45) calendar days following the end of the Contract term.

I. General Provisions, Allowable Costs and Audit Requirements, Article XXIV, Section 24.01.

DSHS will reimburse the allowable costs incurred in performing the Project that are sufficiently documented. Contractor must have incurred a cost prior to claiming reimbursement and within the applicable term to be eligible for reimbursement under this Contract. The DSHS will determine whether costs submitted by Contractor are allowable and eligible for reimbursement. If the DSHS has paid funds to Contractor for unallowable or ineligible costs, the DSHS will notify Contractor in writing, and Contractor shall return the funds to the DSHS within thirty (30) calendar days of the date of this written notice. The DSHS may withhold all or part of any payments to Contractor to offset reimbursement for any unallowable or ineligible expenditure that Contractor has not refunded to the DSHS, or if financial status report(s) required under the Financial Status Reports section are not submitted by the due date(s). The DSHS may take repayment (recoup) from funds available under this Contract in amounts necessary to fulfill Contractor's repayment obligations. Applicable cost principles, audit requirements, and administrative requirements include-

Applicable Entity Applicable Cost Principles Audit Requirements Administrative Requirements
State, Local and Tribal Governments
2 CFR, Part 225 2 CFR Part 200, Subpart F and UGMS 2 CFR Part 200 and UGMS Educational Institutions 2 CFR, Part 220
2 CFR Part 200, Subpart F and UGMS 2 CFR Part 200 and UGMS
Non Profit Organizations 2 CFR, Part 230 2 CFR Part 200, Subpart F and UGMS 2 CFR Part 200 and UGMS
For-profit Organization other than a hospital and an organization named in OMB Circular A-122 (2 CFR Part, 230) as not subject to that circular. 48 CFR Part 31, Contract Cost Principles Procedures, or uniform cost accounting standards that comply with cost principles acceptable to the federal or state awarding agency 2 CFR Part 200, Subpart F and UGMS 2 CFR Part 200 and UGMS

A chart of applicable Federal awarding agency common rules is located through a web link on the DSHS website at http://www.dshs.state.tx.us/contracts/links.shtm.
OMB Circulars will be applied with the modifications prescribed by UGMS with effect given to whichever provision imposes the more stringent requirement in the event of a conflict.

J. General Provisions, Allowable Costs and Audit Requirements, Article XXIV, 24.05

If Contractor, within Contractor's fiscal year, expends a total amount of at least SEVEN HUNDRED FIFTY THOUSAND DOLLARS ($750,000) in federal funds awarded, Contractor shall have a single audit or program-specific audit in accordance with the 2 CFR 200. The $750,000 federal threshold amount includes federal funds passed through by way of state agency awards. If Contractor, within Contractor's fiscal year, expends a total amount of at least $500,000 in state funds awarded, Contractor must have a single audit or program-specific audit in accordance with UGMS, State of Texas Single Audit Circular. For-profit Contractors whose expenditures meet or exceed the federal or state expenditure thresholds stated above shall follow the guidelines in 2 CFR 200 or UGMS, as applicable, for their program-specific audits. The HHSC Office of Inspector General (OIG) will notify Contractor to complete the Single Audit Status Registration Form. If Contractor fails to complete the Single Audit Status Form within thirty (30) calendar days after notification by OIG to do so, Contractor shall be subject to the DSHS sanctions and remedies for non-compliance with this Contract. The audit must be conducted by an independent certified public accountant and in accordance with applicable OMB Circulars, Government Auditing Standards, and UGMS, which is accessible through a web link on the DSHS website at http://www.dshs.state.tx.us/contracts/links.shtm. Contractor shall procure audit services in compliance with this section, state procurement procedures, as well as with the provisions of UGMS.

K. General Provisions, Allowable Costs and Audit Requirements, Article XXIV, 24.06 is deleted in its entirety and replaced with the following:

Within thirty (30) calendar days of receipt of the audit reports required by the Independent Single or Program-Specific Audit section, Contractor shall submit one copy to the Department's Contract Oversight and Support Section, and one copy to the OIG, at the following addresses:

Department of State Health Services
Contract Oversight and Support, Mail Code 1326
P.O. Box 149347
Austin, Texas 78714-9347
Health and Human Services Commission Office of Inspector General Compliance/Audit, Mail Code 1326
P.O. Box 85200
Austin, Texas 78708-5200

Electronic submission to DSHS should be addressed as follows:
COSContractAdministration@dshs.state.tx.us
If Contractor fails to submit the audit report as required by the Independent Single or Program-Specific Audit section within thirty (30) calendar days of receipt by Contractor of an audit report, Contractor shall be subject to the Enterprise Agency sanctions and remedies for non-compliance with this Contract.

17. Documents Forming Contract. The Contract consists of the following:

a. Contract (this document)	2016-004045-01
b. General Provisions	2016 General & Grant Subrecipient Additional Provisions (LHD)
c. Attachments	Budget
d. Declarations	Certification Regarding Lobbying, Fiscal Federal Funding Accountability and Transparency Act (FFATA) Certification
e. Exhibits	

Any changes made to the Contract, whether by edit or attachment, do not form part of the Contract unless expressly agreed to in writing by DSHS and Contractor and incorporated herein.

18. Conflicting Terms. In the event of conflicting terms among the documents forming this Contract, the order of control is first the Contract, then the General Provisions, then the Solicitation Document, if any, and then Contractor's response to the Solicitation Document, if any.

19. Payee. The Parties agree that the following payee is entitled to receive payment for services rendered by Contractor or goods received under this Contract:

Name:	Hidalgo County
Vendor Identification Number:	17460007176

20. Entire Agreement. The Parties acknowledge that this Contract is the entire agreement of the Parties and that there are no agreements or understandings, written or oral, between them with respect to the subject matter of this Contract, other than as set forth in this Contract.

I certify that I am authorized to sign this document and I have read and agree to all parts of the contract,

Department of State Health Services	**Hidalgo County**
By: Signature of Authorized Official	By: Signature of Authorized Official
Date	Date
Name and Title 1100 West 49th Street Address Austin, TX 78756-4204 City, State, Zip	Name and Title Address City, State, Zip
Telephone Number	Telephone Number
E-mail Address	E-mail Address

Budget Summary

Organization Name: Hidalgo County Program ID: CPS/OT-UNIQUE

Contract Number: 2016-004045-01

Budget Categories

Budget Categories	DSHS Funds Requested	Cash Match	In Kind Match Contributions	Category Total
Personnel	$0.00	$0.00	$0.00	$0.00
Fringe Benefits	$0.00	$0.00	$0.00	$0.00
Travel	$0.00	$0.00	$0.00	$0.00
Equipment	$79,754.00	$7,975.00	$0.00	$87,729.00
Supplies	$1,198.00	$120.00	$0.00	$1,318.00
Contractual	$0.00	$0.00	$0.00	$0.00
Other	$68,892.00	$6,639.00	$0.00	$75,531.00
Total Direct Costs	$149,844.00	$14,734.00	$0.00	$164,578.00
Indirect Costs	$0.00	$0.00	$0.00	$0.00
Totals	$149,844.00	$14,734.00	$0.00	$164,578.00

CERTIFICATION REGARDING LOBBYING

Organization Name: Hidalgo County

Contract Number: 2016-004045-01

CERTIFICATION FOR CONTRACTS, GRANTS, LOANS AND COOPERATIVE AGREEMENTS

The undersigned certifies, to the best of his or her knowledge and belief that:

(1) No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or an employee of any agency, a member of congress, an officer or employee of congress, or an employee of a member of congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of congress federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit, an officer or employee of congress, or an employee of a member of congress in connection with this Standard Form-11, “Disclosure Form to Report Lobbying,” in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

[X] Applicable [ ] Non- Applicable

Signature of Authorized Individual

Ramon Garcia

Date:

11/02/2015

Fiscal Federal Funding Accountability and Transparency Act (FFATA) Certification

The certifications enumerated below represent material facts upon which DSHS relies when reporting information to the federal government required under federal law. If the Department later determines that the Contractor knowingly rendered an erroneous certification, DSHS may pursue all available remedies in accordance with Texas and U.S. law. Signor further agrees that it will provide immediate written notice to DSHS if at any time Signor learns that any of the certifications provided for below were erroneous when submitted or have since become erroneous by reason of changed circumstances. If the Signor cannot certify all of the statements contained in this section, Signor must provide written notice to DSHS detailing which of the below statements it cannot certify and why.

Organization Name	Hidalgo County		
Address	1304 S 25th St	State	Texas
City	Edinburg	Zip Code (9 digit)	78539
Payee Name	Hidalgo County		
Address	Hidalgo County Treasurer 2810 S Business 281	State	TX
City	Edinburg	Zip Code (9 digit)	78539-6243
Vendor Identification No.	17460007176	MailCode	060
Payee DUNS No.	103110834		

1. Did your organization have a gross income, from all sources, of more than $300,000 in your previous tax year?

[X] Yes [ ] No

2. Certification Regarding % of Annual Gross from Federal Awards.
Did your organization receive 80% or more of its annual gross revenue from federal awards during the preceding fiscal year?

[ ] Yes [X] No

3. Certification Regarding Amount of Annual Gross from Federal Awards.
Did your organization receive $25 million or more in annual gross revenues from federal awards in the preceding fiscal year?

[X] Yes [ ] No

4. Certification Regarding Public Access to Compensation Information.
Does the public have access to information about the compensation of the senior executives in your business or organization (including parent organization, all branches, and all affiliates worldwide) through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986?

☐ Yes ☐ No

If Yes, where can this information be found?

If No, you must provide the names and total compensation of the top five highly compensated officers.
Example: John Blum:500000;Mary Redd:50000;Eric Gant:400000;Todd Platt:300000;Sally Tom:300000

Identify contact persons for FFATA Correspondence

FFATA Contact Person #1

Name	Ramon Garcia
Email	ramon.garcia@co.hidalgo.tx.us
Telephone	(956) 318-2600

FFATA Contact Person #2

Name	Ray Eufracio
Email	ray.eufracio@auditor.co.hidalgo.tx.us
Telephone	(956) 318-2511

☒ As the authorized representative of the Organization, I hereby certify that the statements made by me in this certification form are true, complete and correct to the best of my knowledge.

E-Signature	Date
Ramon Garcia	11/02/2015

DATE: June 7, 2016

DEPARTMENT HEAD: Eduardo Olivarez, Chief Administrative Officer

DEPARTMENT NAME: Hidalgo County Health & Human Services Department

ACCOUNT NUMBER: 6-1293-441-00-340-047-6-XXX CPS/OT-UNIQUE

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

Honorable Commissioner's Court of Hidalgo County:

I would like to request the following amendments (increase) to my department budget in accordance with Local Government Code, Chapter 111, Subchapter C.

INCREASE OBJECT NUMBER(S)	ACCOUNT (OBJECT) NAME	AMOUNT -
EQUIPMENT		
SUPPLIES		
OTHER		
6-1293-441-00-340-047-6-890	CPS-OT-UNIQUE-OTHER	$ 2,500.00
	TOTAL APPROPRIATION	$ 2,500.00
6-1293-331-12-340-047-6-000	CPS-OT-UNIQUE REVENUE	$ 2,500.00
6-1293-391-01-000-100-6-000	TRANSFERS IN -GEN FUND **(DO NOT POST)**	$ -
6-1100-491-01-000-293-6-891	TRANSFERS OUT-HEALTH **(DO NOT POST)**	$ -
	TOTAL APPROPRIATION	$ 2,500.00

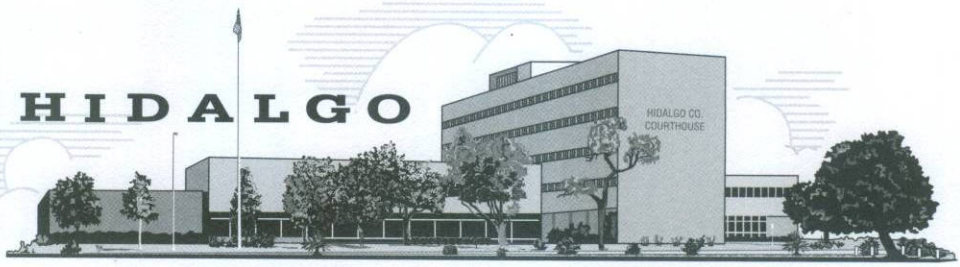
REASON: To appropriate the CPS/OT-UNIQUE FY 16 grant award Amendment.

Note: This amount does not require match. Reference section 16(i) page 3 of contract.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONER'S DATE ATTEST CO. CLERK

COUNTY of HIDALGO



EDINBURG, TEXAS 78539

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

June 3, 2016

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

RE: Certification of Revenue

Dear Judge and Commissioners:

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

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

I, Ray Eufracio, County Auditor of Hidalgo County, certify to the Hidalgo County Commissioners Court the receipt of an award from the Texas Department of State Health Services (TDSHS). These funds may now be made available by creating a new special budget or amending a current budget for its intended purposes.

AMOUNT	PURPOSE
$2,500.00	Award No. 2016-004045-01 CPS/OT-UNIQUE COS – One Time discretionary Unique Contracts

CERTIFIED BY:

Raymundo Eufracio, CPA
Hidalgo County Auditor

6/6/16
Date

THE COUNTY OF HIDALGO TEXAS

AI-54822

Health & Human Services
Dept. 19. F.

CC - REGULAR

Meeting Date:	06/07/2016
Submitted For:	Eddie Olivarez, HEALTH & HUMAN SERVICES DEPT.
Submitted By:	Mike Escaname, HEALTH & HUMAN SERVICES DEPT.
Department:	HEALTH & HUMAN SERVICES DEPT.

Information

CAPTION

1. Requesting approval to accept the CPS/OT-UNIQUE grant contract amendment #2016-004045-01. The purpose of the amendment is to amend certain contractual language and revise the budget.
2. Requesting approval of the Certification of Revenue in the amount of $2,500.00.
3. Requesting approval of the budget appropriation.

BACKGROUND

10/27/2015 - AI-51948 - Acceptance of original grant contract.
03/07/2016 - AI-53564 - Approval to submit amendment request.

Fiscal Impact

FISCAL YEAR:	2016	ACCT. #:	6-1293-441-00-340-047-6-XXX
FUNDS AVAILABLE Y/N?:	Y	MATCHING FUNDS Y/N?:	Y

BUDGETARY IMPACT:

Amendment is increasing grant allocation by $2,500.00. This amount is not required to be matched with 10% local funds. Reference section 16(i) on page 3 of contract.

Attachments

Contract Amendment
Budget Appropriation

Form Review

Inbox	Reviewed By	Date

Budget & Management	Veronica Ortiz	05/27/2016 03:44 PM
Final Approval		
Form Started By: Mike Escaname		Started On: 05/27/2016 02:59 PM

Minerva Diaz

From: Mike Escaname [miguel.escaname@hchd.org]
Sent: Friday, May 27, 2016 3:46 PM
To: minerva.diaz@auditor.co.hidalgo.tx.us
Subject: Request - Certification of Revenue - $2,500.00 - CPS/OT-UNIQUE
Attachments: 2016-004045-01 CPS-OT UNIQUE.pdf

Minerva,

I'd appreciate if you can arrange to have a Certification of Revenue processed for the amount of $2,500.00. This amount has been added to our CPS/OT-UNIQUE contract to reimburse us for the NACCHO fees we paid.

The Amendment will be presented to CC on June 6, 2016. Reference AI-54822.

Let me know if you have any questions.

Thanks,

Mike Escaname
Budget Manager
Hidalgo County Health & Human Services Department
1304 S. 25 Ave
Edinburg, TX 78542-7205
Main Line (956) 383-6221
Direct Line (956) 292-7000 ext. 7210

DATE: June 7, 2016

DEPARTMENT HEAD: Eduardo Olivarez, Chief Administrative Officer

DEPARTMENT NAME: Hidalgo County Health & Human Services Department

ACCOUNT NUMBER: 6-1293-441-00-340-047-6-XXX CPS/OT-UNIQUE

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

Honorable Commissioner's Court of Hidalgo County:

I would like to request the following amendments (increase) to my department budget in accordance with Local Government Code, Chapter 111, Subchapter C.

INCREASE OBJECT NUMBER(S)	ACCOUNT (OBJECT) NAME	AMOUNT -
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SUPPLIES		
OTHER		
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	TOTAL APPROPRIATION	$ 2,500.00
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6-1100-491-01-000-293-6-891	TRANSFERS OUT-HEALTH (DO NOT POST)	$ -
	TOTAL APPROPRIATION	$ 2,500.00

REASON: To appropriate the CPS/OT-UNIQUE FY 16 grant award Amendment.

Note: This amount does not require match. Reference section 16(i) page 3 of contract.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONER'S DATE ATTEST CO. CLERK

DEPARTMENT OF STATE HEALTH SERVICES
CONTRACT 2016-004045-01

This Contract is entered into by and between the Department of State Health Services (DSHS or the Department), an agency of the State of Texas, and Hidalgo County (Contractor), a Governmental, (collectively, the Parties) entity.

1. Purpose of the Contract: DSHS agrees to purchase, and Contractor agrees to provide, services or goods to the eligible populations.

2. Total Amount: The total amount of this Contract is $149,844.00.

3. Funding Obligation: This Contract is contingent upon the continued availability of funding. If funds become unavailable through lack of appropriations, budget cuts, transfer of funds between programs or health and human services agencies, amendment to the Appropriations Act, health and human services agency consolidation, or any other disruptions of current appropriated funding for this Contract, DSHS may restrict, reduce, or terminate funding under this Contract.

4. Term of the Contract: This Contract begins on 11/05/2015 and ends on 06/30/2016. DSHS has the option, in its sole discretion, to renew the Contract. DSHS is not responsible for payment under this Contract before both parties have signed the Contract or before the start date of the Contract, whichever is later.

5. Authority: As applicable, DSHS enters into this Contract under the authority of Texas Health and Safety Code Chapters 12 or 1001 or Texas Government Code Chapters 531, 771, 791 or 2155.

6. Program Name: CPS/OT-UNIQUE CPS – One Time Discretionary Unique Contracts

7. Statement of Work:

STATEMENT OF WORK:

A. The Contractor will complete one time funding activities during the term of this Contract that aligns with one or more of the 15 PHEP capabilities by performing activities that support the Public Health Emergency Preparedness Cooperative Agreement (Funding Opportunity Number CDC-RFA-TP12-120104CONT15) from the Centers for Disease Control and Prevention (CDC).

The total amount of this Contract will not exceed $149,844.00.

Contractor will perform the activities required under this Contract in the Service Area designated in the most recent version of Section 8. "Service Area" of this contract.

CDC's five-year PHEP – Hospital Preparedness Program (HPP) Cooperative Agreement seeks to align PHEP and HPP programs by advancing public health and healthcare preparedness.

B. The Contractor will address the following CDC PHEP Capabilities that are specific to the Funding Award.
1. Capability 1 – Community Preparedness is the ability of communities to prepare for, withstand, and recover – in both the short and long terms – from public health incidents.

2. Capability 2 – Community Recovery is the ability to collaborate with community partners, e.g., healthcare organizations, business, education, and emergency management) to plan and advocate for the rebuilding of public health, medical, and mental/behavioral health systems to at least a level of functioning comparable to pre-incident levels and improved levels where possible.

3. Capability 3 – Emergency Operations Center Coordination is ability to direct and support an event or incident with public health or medical implications by establishing a standardized, scalable system of oversight, organization, and supervision consistent with jurisdictional standards and practices with the National Incident Management System.

4. Capability 4 – Emergency Public Information and Warning is the ability to develop, coordinate, and disseminate information, alerts, warnings, and notifications to the public and incident management responders.

5. Capability 5 – Fatality Management is the ability coordinate with other organizations (e.g., law enforcement, healthcare, emergency management, and medical examiner/coroner) to ensure the proper recovery, handling, identification, transportation, tracking, storage, and disposal of human remains and personal effects; certify cause of death, and facilitate access to mental/behavioral health services to the family members, responders, and survivors of an incident.

6. Capability 6 – Information Sharing is the ability to conduct multijurisdictional, multidisciplinary exchange of health-related information and situational awareness data among federal, state, local, territorial, and tribal levels of government, and the private sector. This capability includes the routine sharing of information as well as issuing of public health alerts to federal, state, local, territorial, and tribal levels of government and the private sector in preparation for and in response to events or incidents of public health significance.

7. Capability 7 – Mass Care is the ability to coordinate with partner agencies to address the public health, medical, and mental/behavioral health needs of those impacted by an incident at a congregate location.

This capability includes the coordination of ongoing surveillance and assessment to ensure that local health needs to continue to me met as the incident evolves.

8. Capability 8 – Medical Countermeasure Dispensing is the ability to provide medical countermeasures (including vaccines, antiviral drugs, antibiotics, antitoxin, etc.) in support of treatment or prophylaxis (oral or vaccination) to the identified population in accordance with public health guidelines and/or recommendations.

9. Capability 9 – Medical Material Management and Distribution is the ability to acquire, maintain (e.g., cold chain storage or other storage protocol), transport distribute, and track medical material (e.g., pharmaceuticals, gloves, masks, and ventilators) during an incident and to recover and account for unused medical material, as necessary, after an incident.

10. Capability 10 – Medical Surge is the ability to provide adequate medical evaluation and care during events that exceed the limits of the normal medical infrastructure of an affected community. It encompasses the ability of the healthcare system to survive a hazard impact and maintain or rapidly recover operations that were compromised.

11. Capability 11 – Non-Pharmaceutical Interventions is the ability to recommend to the applicable lead agency (if not public health) and implement, if applicable, strategies for disease, injury, and exposure control. Strategies include the following: isolation and quarantine; restrictions on movement and travel advisory/warnings; social distancing; external decontamination; hygiene; and precautionary behaviors.

12. Capability 12 – Public Health Laboratory Testing is the ability to conduct rapid and conventional detection, characterization, confirmatory testing, data reporting, investigative support, and laboratory networking to address actual or potential exposure to all-hazards. Hazards include chemical, radiological, and biological, and biological agents in multiple matrices that may include clinical samples, food, and environmental samples (e.g., water, air, and soil). This capability supports routine surveillance, including pre-event incident and post-exposure activities.

13. Capability 13 – Public Health Surveillance and Epidemiological Investigations is the ability to create, maintain, support and strengthen routine surveillance and detection systems and epidemiological investigation processes, as well as to expand these systems and processes in response to incidents of public health significance.

14. Capability 14 – Responder Safety and Health describes the ability to protect public health agency staff responding to an incident and the ability to support the health and safety needs of hospital and medical facility personnel, if requested.

15. Capability 15 – Volunteer Management is the ability to coordinate the identification, recruitment, registration, credential verification, training and engagement of volunteers to support the jurisdictional public health agency's response to incidents of public health significance.

16. Contractor will complete the following activities:

i. Contractor will initiate enrollment into Project Public Health Ready (PPHR), (funded at $2,500) which is a criteria-based public health preparedness program that assesses local health department (LHD) capacity and capability to plan for, respond to, and recover from public health emergencies. PPHR aims to protect the public's health and increase the public health infrastructure by equipping local health departments with sustainable tools to plan, train, and exercise using a continuous improvement model. Contractor is not

required to provide matching funds for the PPHR funding allocation only.

C. Contractor will not exceed the total amount of this Contract.

D. Contractor will comply with all applicable federal and state laws, rules, and regulations including, but not limited to, the following:
1. Public Law 107-188, Public Health Security and Bioterrorism Preparedness and Response Act of 2002;
2. Public Law 113-05, Pandemic and All-Hazards Preparedness Reauthorization Act; and
3. Texas Health and Safety Code Chapter 81.

E. The Parties have the authority under Texas Government Code Chapter 791 to enter into this Interlocal Cooperation Contract.

F. The following documents and resources are incorporated by reference and made a part of this Contract:

1. DSHS and CDC Public Health Emergency Preparedness Cooperative Agreement, Funding Opportunity Number: CDC-RFA-TP12-120102CONT14;
2. Public Health Preparedness Capabilities: National Standards for State and Local Planning, March 2011:
http://www.cdc.gov/phpr/capabilities/DSLR_capabilities_July.pdf;
3. Presidential Policy Directive 8/PPD-8, March 30, 2011:
http://www.hlswatch.com/wp-content/uploads/2011/04/PPD-8-Preparedness.pdf;
4. Homeland Security Exercise and Evaluation Plan (HSEEP) Documents:
https://hseep.dhs.gov/pages/1001_HSEEP7.aspx;
5. Ready or Not? Have a Plan; Surviving Disaster: How Texans Prepare (videos):
http://www.texasprepares.org/survivingdisaster.htm; and
6. Preparedness Program Guidance(s) as provided by DSHS and CDC.

G. Funds awarded for this Contract must be matched by costs or third-party contributions that are not paid by the Federal Government under another award, except where authorized by Federal statute to be used for cost sharing or matching. The non-federal contributions (match) may be provided directly or through donations from public or private entities and may be in cash or in-kind donations, fairly evaluated, including plant, equipment, or services. The costs that the Contractor incurs in fulfilling the matching or cost-sharing requirement are subject to the same requirements, including the cost principles, that are applicable to the use of Federal funds, including prior approval requirements and other rules for allowable costs as described in 45 CFR 74.23 and 45 CFR 92.24.

H. The Contractor is required to provide matching funds for this Contract not less than ten-percent of the allocation amount. Cash match is defined as an expenditure of cash by the contractor on allowable costs of this Contract that are borne by the contractor. In-kind match is defined as the dollar value of non-cash contributions by a third party given in goods, commodities, or services that are used in activities that benefit this Contract's project and that are contributed by non-federal third parties without charge to the contractor. The criteria for match must:

1. Be an allowable cost under the applicable federal cost principle;
2. Be necessary and reasonable for the efficient accomplishment of project or program objectives;
3. Be verifiable within the contractor's (or subcontractor's) records;
4. Be documented, including methods and sources, in the approved budget (applies only to cost reimbursement Contracts);
5. Not be included as contributions toward any other federally-assisted project or program (match can count

only once);
6. Not be paid by the Federal Government under another award, except where authorized by Federal statute to be used for cost sharing or match;
7. conform to other provisions of governing circulars/statutes/regulations as applicable for the Contract;
8. Be adequately documented;
9. Must follow procedures for generally accepted accounting practices as well as meet audit requirements; and
10. Value the in-kind contributions reported and must be supported by documentation reflecting the use of goods and/or services during the Contract term.

I. In the event of a public health emergency involving a portion of the state, Contractor will mobilize and dispatch staff or equipment purchased with funds from the previous PHEP cooperative agreement and that are not performing critical duties in the jurisdiction served to the affected area of the state upon receipt of a written request from DSHS. This provision is not applicable if the Contractor is an institution of higher education or a poison control center.

J. Contractor will inform DSHS in writing if Contractor will not continue performance under this Contract within thirty days of receipt of an amended standard(s) or guideline(s). DSHS may terminate this Contract immediately or within a reasonable period of time as determined by DSHS.

K. Contractor will develop, implement and maintain a timekeeping system for accurately documenting staff time and salary expenditures for all staff funded through this Contract, including partial full-time employees and temporary staff.

L. DSHS reserves the right, where allowed by legal authority, to redirect funds in the event of financial shortfalls. DSHS will monitor Contractor's expenditures on a quarterly basis. If expenditures are below that projected in Contractor's total Contract amount, Contractor's budget may be subject to a decrease for the remainder of the Term of the Contract. If applicable, vacant positions existing after ninety days may result in a decrease in funds.

M. The Contractor will:
1. Submit the Mid-Year Report due to DSHS within an established timeframe designated by DSHS.
2. Complete an End-Of-Year performance report in a format specified by DSHS no later than August 15, 2016
3. Submit programmatic reports as directed by DSHS in a format specified by DSHS. Contractor will provide DSHS other reports, including financial reports, and any other reports that DSHS determines necessary to accomplish the objectives of this contract and to monitor compliance; and

4. Submit reports as requested by DSHS to satisfy information-sharing Requirements set forth in Texas Government Code, Sections 421.071 and 421.072 (b) and (c).

If Contractor is legally prohibited from providing such reports, Contractor will immediately notify DSHS in writing.

N. In the event of a local, state, or federal emergency the Contractor has the authority to utilize approximately five percent of the Contractor's staff's time supporting this Contract for response efforts. DSHS will reimburse Contractor up to five percent of this Contract funded by CDC for personnel costs responding to an emergency event. Contractor will maintain records to document the time spent on response efforts for auditing purposes. Allowable activities also include participation of drills and exercises in the pre-event time period. Contractor will notify the Assigned Contract Manager in writing

when this provision is implemented.

O. For the purposes of this Contract, the Contractor may not use funds for fundraising activities, lobbying, research, construction, major renovations, and reimbursement of pre-award costs, clinical care, purchase of vehicles of any kind, funding an award to another party or provider who is ineligible, backfilling costs for staff or the purchase of incentive items.

P. Contractor may transfer cumulative budget line items of 25% or less among direct cost categories, other than equipment and indirect without prior approval from DSHS or a written amendment.

PERFORMANCE MEASURES:

A. DSHS will monitor the Contractor's compliance with the requirements in Section 7 and this Contract and failure to meet these requirements may result in withholding a portion of the current PHEP base awards.

BILLING INSTRUCTIONS:

Contractor will request payment using the State of Texas Purchase Voucher (Form B-13) on a monthly basis and acceptable supporting documentation for reimbursement of the required services/deliverables. Additionally, the Contractor will submit the Financial Status Report (FSR-269A) and Match Reimbursement Certification (B-13A) on a quarterly basis. Vouchers, supporting documentation, Financial Status Reports, and Match Reimbursement Certification should be mailed or submitted by fax or email to the addresses/number below.

Claims Processing Unit, MC1940
Texas Department of State Health Services
1100 West 49th Street
PO Box 149347
Austin, TX 78714-9347
Fax: (512) 458-7442

B-13 invoices@dshs.state.tx.us & Php.vouchersupport@dshs.state.tx.us

Support Document: invoices@dshs.state.tx.us & Php.vouchersupport@dshs.state.tx.us

B-13A: invoices@dshs.state.tx.us & Php.vouchersupport@dshs.state.tx.us

FSR: invoices@dshs.state.tx.us & Php.vouchersupport@dshs.state.tx.us & FSRGrants@dshs.state.tx.us

8. Service Area

Hidalgo County

This section intentionally left blank.

10. Procurement method:

Non-Competitive

Interagency/Interlocal

GST-2016-Solicitation-00044

RLHS FY16 OT-Unique LHD NEW CONTRACT

11. Renewals:

Number of Renewals Remaining: 0 Date Renewals Expire: 06/30/2016

12. Payment Method:

Cost Reimbursement

13. Source of Funds:

93.069, 93.069, 93.069

14. DUNS Number:

103110834

15. Programmatic Reporting Requirements:

Report Name	Frequency	Period Begin	Period End	Due Date
Financial Status Report (FSR)	Quarterly	11-5-2015	12-31-2015	1-31-2016
Financial Status Report (FSR)	Quarterly	1-1-2016	3-31-2016	4-30-2016
Financial Status Report (FSR)	Quarterly	4-1-2016	6-30-2016	8-15-2016

Submission Instructions:

Contractors are required to provide specific information to have an acceptable e-signature. The name and title of the certifying official must be printed in the designated areas at the bottom of the FSR. The e-mail with the FSR attached must then be sent by the certifying official name as stated on that FSR. Anything else will not be accepted.

FSR: invoices@dshs.state.tx.us & Php.vouchersupport@dshs.state.tx.us & FSRGrants@dshs.state.tx.us

16. Special Provisions

The Parties agree to the following changes to DSHS FY 2016 General Provisions (Core/Subrecipient).

Special Provisions

B. General Provisions, Applicability of General Provisions to Interagency and Interlocal Contracts, Section 2.08(a) is modified by deleting it in its entirety and replacing it with the following language.
a. The following sections or portions of sections of these General Provisions will not apply to interagency or interlocal contracts:
i. Hold Harmless and Indemnification, Section 14.17;
ii. Independent Contractor, Section 13.05 (delete the third sentence in its entirety; delete the word "employees" in the fourth sentence; the remainder of the section applies);
iii. Insurance, Section 14.22;
iv. Liability Coverage, Section 25.03;
v. Fidelity Bond, Section 25.02;
vi. Historically Underutilized Businesses, Section 13.02 (Contractor, however, will comply with HUB requirements of other statutes and rules specifically applicable to that entity);
vii. Debt to State and Corporate Status, Section 4.01;
viii. Application of Payment Due, Section 4.02; and
ix. Article XVI Claims against the Department (This Article is inapplicable to interagency contracts only).

C. General Provisions, Article III. Services, Section 3.02 Disaster Services, is revised to add the following:

In the event of a local, state, or federal emergency the Contractor has the authority to utilize approximately 5% of staff's time supporting this Contract for response efforts. DSHS shall reimburse Contractor up to 5% of this Contract funded by Center for Disease Control and Prevention (CDC) for personnel costs responding to an emergency event. Contractor shall maintain records to document the time spent on response efforts for auditing purposes. Allowable activities also include participation of drills and exercises in the pre-event time period. Contractor shall notify the Assigned Contract Manager in writing when this provision is implemented.

D. General Provisions, Payment Methods and Restrictions, Article V, Section 5.01 is revised to include the following:

Contractor may request a one-time working capital advance not to exceed 12% of the total amount of the Contract funded by DSHS. All advances must be expended by the end of the contract term. Advances not expended by the end of the contract term must be refunded to DSHS.

Contractors will repay all or part of advance funds at any time during the Contract's term. However, if the advance has not been repaid prior to the last three months of the Contract term, the contractor must deduct at least one-third of the remaining advance from each of the last three months' reimbursement requests. If the advance is not repaid prior to the last three months of the Contract term, DSHS will reduce the reimbursement request by one-third of the remaining balance of the advance.

E. General Provisions, Final Invoice/Billing Submission, Section 5.03 is modified to provide that Contractor will submit final close-out bill or revisions to previous reimbursement request(s) no later than August 15, 2016.

F. General Provisions, Access and Inspection Article X, Section 10.01 is revised to add the following:

In addition to the site visits authorized by this Article of the General Provisions, Contractor will allow DSHS to conduct on-site quality assurance reviews of Contractor. Contractor will comply with all DSHS documentation requests and on-site visits. Contractor will make available for review all documents related to the Contract, upon request by the DSHS Program staff.

G. General Provisions, General Terms Article XIV, Amendment Section 14.12, is amended to include the following:

Contractor must submit all amendment and revision requests in writing to the Division Contract Management Unit at least 90 days prior to the end of the term of this Contract.

H. General Provisions, Program Equipment and Supplies Article XXII, Section 22.01, is revised as follows:

Contractor is required to initiate the purchase of approved equipment no later than June 30, 2016 as documented by issue of a purchase order or written order confirmation from the vendor on or before June 30, 2016. In addition, all equipment and supplies must be received no later than forty-five (45) calendar days following the end of the Contract term.

I. General Provisions, Allowable Costs and Audit Requirements, Article XXIV, Section 24.01.

DSHS will reimburse the allowable costs incurred in performing the Project that are sufficiently documented. Contractor must have incurred a cost prior to claiming reimbursement and within the applicable term to be eligible for reimbursement under this Contract. The DSHS will determine whether costs submitted by Contractor are allowable and eligible for reimbursement. If the DSHS has paid funds to Contractor for unallowable or ineligible costs, the DSHS will notify Contractor in writing, and Contractor shall return the funds to the DSHS within thirty (30) calendar days of the date of this written notice. The DSHS may withhold all or part of any payments to Contractor to offset reimbursement for any unallowable or ineligible expenditure that Contractor has not refunded to the DSHS, or if financial status report(s) required under the Financial Status Reports section are not submitted by the due date(s). The DSHS may take repayment (recoup) from funds available under this Contract in amounts necessary to fulfill Contractor's repayment obligations. Applicable cost principles, audit requirements, and administrative requirements include-

Applicable Entity Applicable Cost Principles Audit Requirements Administrative Requirements
State, Local and Tribal Governments
2 CFR, Part 225 2 CFR Part 200, Subpart F and UGMS 2 CFR Part 200 and UGMS Educational Institutions 2 CFR, Part 220
2 CFR Part 200, Subpart F and UGMS 2 CFR Part 200 and UGMS
Non Profit Organizations 2 CFR, Part 230 2 CFR Part 200, Subpart F and UGMS 2 CFR Part 200 and UGMS
For-profit Organization other than a hospital and an organization named in OMB Circular A-122 (2 CFR Part, 230) as not subject to that circular. 48 CFR Part 31, Contract Cost Principles Procedures, or uniform cost accounting standards that comply with cost principles acceptable to the federal or state awarding agency 2 CFR Part 200, Subpart F and UGMS 2 CFR Part 200 and UGMS

A chart of applicable Federal awarding agency common rules is located through a web link on the DSHS website at http://www.dshs.state.tx.us/contracts/links.shtm.
OMB Circulars will be applied with the modifications prescribed by UGMS with effect given to whichever provision imposes the more stringent requirement in the event of a conflict.

J. General Provisions, Allowable Costs and Audit Requirements, Article XXIV, 24.05

If Contractor, within Contractor's fiscal year, expends a total amount of at least SEVEN HUNDRED FIFTY THOUSAND DOLLARS ($750,000) in federal funds awarded, Contractor shall have a single audit or program-specific audit in accordance with the 2 CFR 200. The $750,000 federal threshold amount includes federal funds passed through by way of state agency awards. If Contractor, within Contractor's fiscal year, expends a total amount of at least $500,000 in state funds awarded, Contractor must have a single audit or program-specific audit in accordance with UGMS, State of Texas Single Audit Circular. For-profit Contractors whose expenditures meet or exceed the federal or state expenditure thresholds stated above shall follow the guidelines in 2 CFR 200 or UGMS, as applicable, for their program-specific audits. The HHSC Office of Inspector General (OIG) will notify Contractor to complete the Single Audit Status Registration Form. If Contractor fails to complete the Single Audit Status Form within thirty (30) calendar days after notification by OIG to do so, Contractor shall be subject to the DSHS sanctions and remedies for non-compliance with this Contract. The audit must be conducted by an independent certified public accountant and in accordance with applicable OMB Circulars, Government Auditing Standards, and UGMS, which is accessible through a web link on the DSHS website at http://www.dshs.state.tx.us/contracts/links.shtm. Contractor shall procure audit services in compliance with this section, state procurement procedures, as well as with the provisions of UGMS.

K. General Provisions, Allowable Costs and Audit Requirements, Article XXIV, 24.06 is deleted in its entirety and replaced with the following:

Within thirty (30) calendar days of receipt of the audit reports required by the Independent Single or Program-Specific Audit section, Contractor shall submit one copy to the Department's Contract Oversight and Support Section, and one copy to the OIG, at the following addresses:

Department of State Health Services
Contract Oversight and Support, Mail Code 1326
P.O. Box 149347
Austin, Texas 78714-9347
Health and Human Services Commission Office of Inspector General Compliance/Audit, Mail Code 1326
P.O. Box 85200
Austin, Texas 78708-5200

Electronic submission to DSHS should be addressed as follows:
COSContractAdministration@dshs.state.tx.us
If Contractor fails to submit the audit report as required by the Independent Single or Program-Specific Audit section within thirty (30) calendar days of receipt by Contractor of an audit report, Contractor shall be subject to the Enterprise Agency sanctions and remedies for non-compliance with this Contract.

17. Documents Forming Contract. The Contract consists of the following:

a. Contract (this document)	2016-004045-01
b. General Provisions	2016 General & Grant Subrecipient Additional Provisions (LHD)
c. Attachments	Budget
d. Declarations	Certification Regarding Lobbying, Fiscal Federal Funding Accountability and Transparency Act (FFATA) Certification
e. Exhibits	

Any changes made to the Contract, whether by edit or attachment, do not form part of the Contract unless expressly agreed to in writing by DSHS and Contractor and incorporated herein.

18. Conflicting Terms. In the event of conflicting terms among the documents forming this Contract, the order of control is first the Contract, then the General Provisions, then the Solicitation Document, if any, and then Contractor's response to the Solicitation Document, if any.

19. Payee. The Parties agree that the following payee is entitled to receive payment for services rendered by Contractor or goods received under this Contract:

Name:	Hidalgo County
Vendor Identification Number:	17460007176

20. Entire Agreement. The Parties acknowledge that this Contract is the entire agreement of the Parties and that there are no agreements or understandings, written or oral, between them with respect to the subject matter of this Contract, other than as set forth in this Contract.

I certify that I am authorized to sign this document and I have read and agree to all parts of the contract,

Department of State Health Services

By:
Signature of Authorized Official

Date

Name and Title
1100 West 49th Street
Address
Austin, TX 78756-4204
City, State, Zip

Telephone Number

E-mail Address

Hidalgo County

By:
Signature of Authorized Official

Date

Name and Title

Address

City, State, Zip

Telephone Number

E-mail Address

Budget Summary

Organization Name: Hidalgo County

Program ID: CPS/OT-UNIQUE

Contract Number: 2016-004045-01

Budget Categories

Budget Categories	DSHS Funds Requested	Cash Match	In Kind Match Contributions	Category Total
Personnel	$0.00	$0.00	$0.00	$0.00
Fringe Benefits	$0.00	$0.00	$0.00	$0.00
Travel	$0.00	$0.00	$0.00	$0.00
Equipment	$79,754.00	$7,975.00	$0.00	$87,729.00
Supplies	$1,198.00	$120.00	$0.00	$1,318.00
Contractual	$0.00	$0.00	$0.00	$0.00
Other	$68,892.00	$6,639.00	$0.00	$75,531.00
Total Direct Costs	$149,844.00	$14,734.00	$0.00	$164,578.00
Indirect Costs	$0.00	$0.00	$0.00	$0.00
Totals	$149,844.00	$14,734.00	$0.00	$164,578.00

CERTIFICATION REGARDING LOBBYING

Organization Name: Hidalgo County

Contract Number: 2016-004045-01

CERTIFICATION FOR CONTRACTS, GRANTS, LOANS AND COOPERATIVE AGREEMENTS

The undersigned certifies, to the best of his or her knowledge and belief that:

(1) No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or an employee of any agency, a member of congress, an officer or employee of congress, or an employee of a member of congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of congress federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit, an officer or employee of congress, or an employee of a member of congress in connection with this Standard Form-11, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

[X] Applicable [ ] Non- Applicable

Signature of Authorized Individual
Ramon Garcia

Date:
11/02/2015

Fiscal Federal Funding Accountability and Transparency Act (FFATA) Certification

The certifications enumerated below represent material facts upon which DSHS relies when reporting information to the federal government required under federal law. If the Department later determines that the Contractor knowingly rendered an erroneous certification, DSHS may pursue all available remedies in accordance with Texas and U.S. law. Signor further agrees that it will provide immediate written notice to DSHS if at any time Signor learns that any of the certifications provided for below were erroneous when submitted or have since become erroneous by reason of changed circumstances. If the Signor cannot certify all of the statements contained in this section, Signor must provide written notice to DSHS detailing which of the below statements it cannot certify and why.

Organization Name	Hidalgo County		
Address	1304 S 25th St	State	Texas
City	Edinburg	Zip Code (9 digit)	78539
Payee Name	Hidalgo County		
Address	Hidalgo County Treasurer 2810 S Business 281	State	TX
City	Edinburg	Zip Code (9 digit)	78539-6243
Vendor Identification No.	17460007176	MailCode	060
Payee DUNS No.	103110834		

1. Did your organization have a gross income, from all sources, of more than $300,000 in your previous tax year?

[X] Yes [ ] No

2. Certification Regarding % of Annual Gross from Federal Awards.
Did your organization receive 80% or more of its annual gross revenue from federal awards during the preceding fiscal year?

[ ] Yes [X] No

3. Certification Regarding Amount of Annual Gross from Federal Awards.
Did your organization receive $25 million or more in annual gross revenues from federal awards in the preceding fiscal year?

[X] Yes [ ] No

4. Certification Regarding Public Access to Compensation Information.
Does the public have access to information about the compensation of the senior executives in your business or organization (including parent organization, all branches, and all affiliates worldwide) through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986?

☐ Yes ☐ No

If Yes, where can this information be found?

If No, you must provide the names and total compensation of the top five highly compensated officers.
Example: John Blum:500000;Mary Redd:50000;Eric Gant:400000;Todd Platt:300000;Sally Tom:300000

Identify contact persons for FFATA Correspondence

FFATA Contact Person #1

Name	Ramon Garcia
Email	ramon.garcia@co.hidalgo.tx.us
Telephone	(956) 318-2600

FFATA Contact Person #2

Name	Ray Eufracio
Email	ray.eufracio@auditor.co.hidalgo.tx.us
Telephone	(956) 318-2511

☒ As the authorized representative of the Organization, I hereby certify that the statements made by me in this certification form are true, complete and correct to the best of my knowledge.

E-Signature	Date
Ramon Garcia	11/02/2015

AI-54796

Health & Human Services Dept.
11. H. 2.

CC - REGULAR
Meeting Date: 06/07/2016
Submitted For: Dairen Sarmiento, HEALTH & HUMAN SERVICES DEPT.
Submitted By: Dairen Sarmiento, HEALTH & HUMAN SERVICES DEPT.
Department: HEALTH & HUMAN SERVICES DEPT.

Information

CAPTION

Discussion South Texas MCO Pass-Through Payment Pilot Program.

BACKGROUND

As discussed above, HHSC will adopt managed care pass-through payments for hospitals in Cameron, Hidalgo, Maverick, Starr and Webb Counties (the "Counties"). Hereinafter, we refer to this class of providers as the "Eligible Hospitals." To implement pass-through payments, HHSC will increase the capitated rates under its contracts with MCOs that operate in the Counties, and the MCOs will in turn pass the enhanced capitation amounts through to the Eligible Hospitals. The non-federal share of the pass-through payments will be financed through intergovernmental transfers ("IGTs") from the Counties.

Fiscal Impact

Attachments

MCO PAPER

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	05/27/2016 01:08 PM
Final Approval	Monica Badillo	06/03/2016 05:59 PM

Form Started By: Dairen Sarmiento Started On: 05/24/2016 03:29 PM
Final Approval Date: 06/03/2016

TEXAS CONCEPT PAPER:
SOUTH TEXAS MCO PASS-THROUGH PAYMENT PILOT
MAY 13, 2016

INTRODUCTION

This concept paper describes the South Texas MCO Pass-Through Payment Pilot ("Pilot") proposed by the Texas Health and Human Services Commission ("HHSC"). This Pilot is designed to use the authority for MCO pass-through payments clarified in the May 6, 2016, Final Medicaid managed care rule (the "Final Rule") to address significant cash shortfalls being experienced by certain Medicaid-dependent South Texas hospitals in Cameron, Hidalgo, Maverick, Starr and Webb Counties. It is expected that these payments will transition over time to other provider payment initiatives contained in the Final Rule.

BACKGROUND

The Final Rule provided substantial clarity in a new 42 CFR § 438.6(d) regarding the permissibility of MCO pass-through payments to hospitals, physicians and nursing facilities as an exception to the general prohibition against states directing MCOs to make certainpayments. The Centers for Medicare & Medicaid Services ("CMS") acknowledges in the Rule that MCO "pass-through payments have served as a critical source of support for safety net providers who provide care to Medicaid beneficiaries." 81 Fed. Reg. 27498, 27589 (May 6, 2016).

South Texas is home to a substantial portion of Texas Medicaid beneficiaries. The five counties included in the Pilot in 2013 contained 12.14 percent of all Texas Medicaid beneficiaries,[1] despite constituting only 6.14 percent of the Texas population.[2] The hospitals in South Texas have been hard hit by reductions in the size of the Section 1115 Waiver uncompensated care ("UC") pool and by the "haircuts" necessary from the continued substantial demands on the UC pool.

HHSC recognizes that the Final Rule phases out the ability of states to make MCO pass-through payments over ten years, beginning July 1, 2017. HHSC anticipates that the Pilot payments will transition to another permissible category of payment under the Final Rule that will continue to allow critical support to the South Texas hospitals.

HHSC also recognizes that the Final Rule provides a statewide limit on the amount of MCO pass-through payments a state can make to hospitals. This limit is calculated as a percentage of a "base amount" as defined in 42 C.F.R § 438.6(d)(3). HHSC believes that the Pilot payments are significantly under this limit.

HHSC also recognizes that the payments to the MCOs, including the Pilot payments, must be actuarially sound. HHSC will provide appropriate actuarial documentation

[1] See http://www.hhsc.state.tx.us/research/MedicaidEnrollment/ME/201310.html.
[2] See https://www.tsl.texas.gov/ref/abouttx/popcnty2010-11.html

in connection with the Pilot payments, consistent with requirements in the regulations and accompanying rate development guide, to CMS as soon as it is available.

OBJECTIVES

By creating Pilot payments consistent with the Final Rule, Texas hopes to achieve the following objectives:

- Guarantee access to vital medical servies for Medicaid beneficiaries in a regiona that does not have a single major public hospital. Supporting the South Texas safety-net hospitals will mitigate trauma to beneficiaries who would otherwise be forced to travel significant distances at greater costs to the Medicaid program.
- Ensure Texas meets its requirements under federal law on beneficiary access to medically necessary services.
- Support Texas' efforts to meet market rates for provider services while ensuring actuarially sound rates for MCOs.
- Promote economic stability for local economies.
- Better align the coordination of care between MCOs and safety-net hospitals for a population that is over 90% Hispanic.
- Ensure accountability for scarce taxpayer dollars.
- Ensure access to medically necessary services for low-income non-Medicaid populations.

These objectives will assist the state and local communities in meeting their goals related to economic prosperity and improve the health of their citizens. Without timely access to medically necessary care at the local level, overall Medicaid spending will ultimately increase faster than current trends. To be independent and fully engaged in employment, individuals and families need access to medically necessary care. Healthy people in turn contribute to economic growth in their communities, and by extension, in the state.

METHODOLOGY

As discussed above, HHSC will adopt managed care pass-through payments for hospitals in Cameron, Hidalgo, Maverick, Starr and Webb Counties (the “Counties”). Hereinafter, we refer to this class of providers as the “Eligible Hospitals.” To implement pass-through payments, HHSC will increase the capitated rates under its contracts with MCOs that operate in the Counties, and the MCOs will in turn pass the enhanced capitation amounts through to the Eligible Hospitals. The non-federal share of the pass-through payments will be financed through intergovernmental transfers (“IGTs”) from the Counties.

Additional detail regarding the steps required to implement pass-through payments is below.

MCO Rate Enhancement

- A projected pass-through payment amount will be calculated for each Eligible Hospital providing services under the contract (the "Target Pass-Through Amount"). This amount will be equal to the difference between the hospital's UC limit calculated pursuant to the Special Terms and Conditions of the 1115 waiver, and all Medicaid payments otherwise projected to be made to the hospital for the contract year, including fee-for-service and managed care claims payments, disproportionate share hospital payments, and UC pool payments under the waiver (but exclusive of any delivery system reform incentive payments).
- The sum of all Eligible Hospitals' Target Pass-Through Amounts will be the Total Target Pass-Through Amount.
- HHSC will ensure that the Total Target Pass-Through Amount, when combined with any other managed care pass-through payments projected for hospitals for the contract year, is less than or equal to the relevant percentage of the Base Amount specified pursuant to 42 C.F.R. § 438.6(d)(3). If total statewide pass-through payments would exceed that amount, HHSC will reduce all pass-through payments on a pro rata basis to remain within the limit. In such circumstance, the Total Target Pass-Through Amount will reflect such pro rata reductions.
- The actuaries will determine a Pass-Through per member per month ("PMPM") amount for each MCO in the Hidalgo Service Area according to relative utilization of hospital services, such that payment of each MCO's PMPM amount for the full contract year would be projected to ensure full payment across all MCOs of the Total Target Pass-Through Amount.
- HHSC and its actuaries will submit documentation regarding pass-through payments to CMS, as required by 42 C.F.R. § 438.6(d)(4) and CMS' Medicaid Managed Care Rate Development Guide.

Contract Amendments

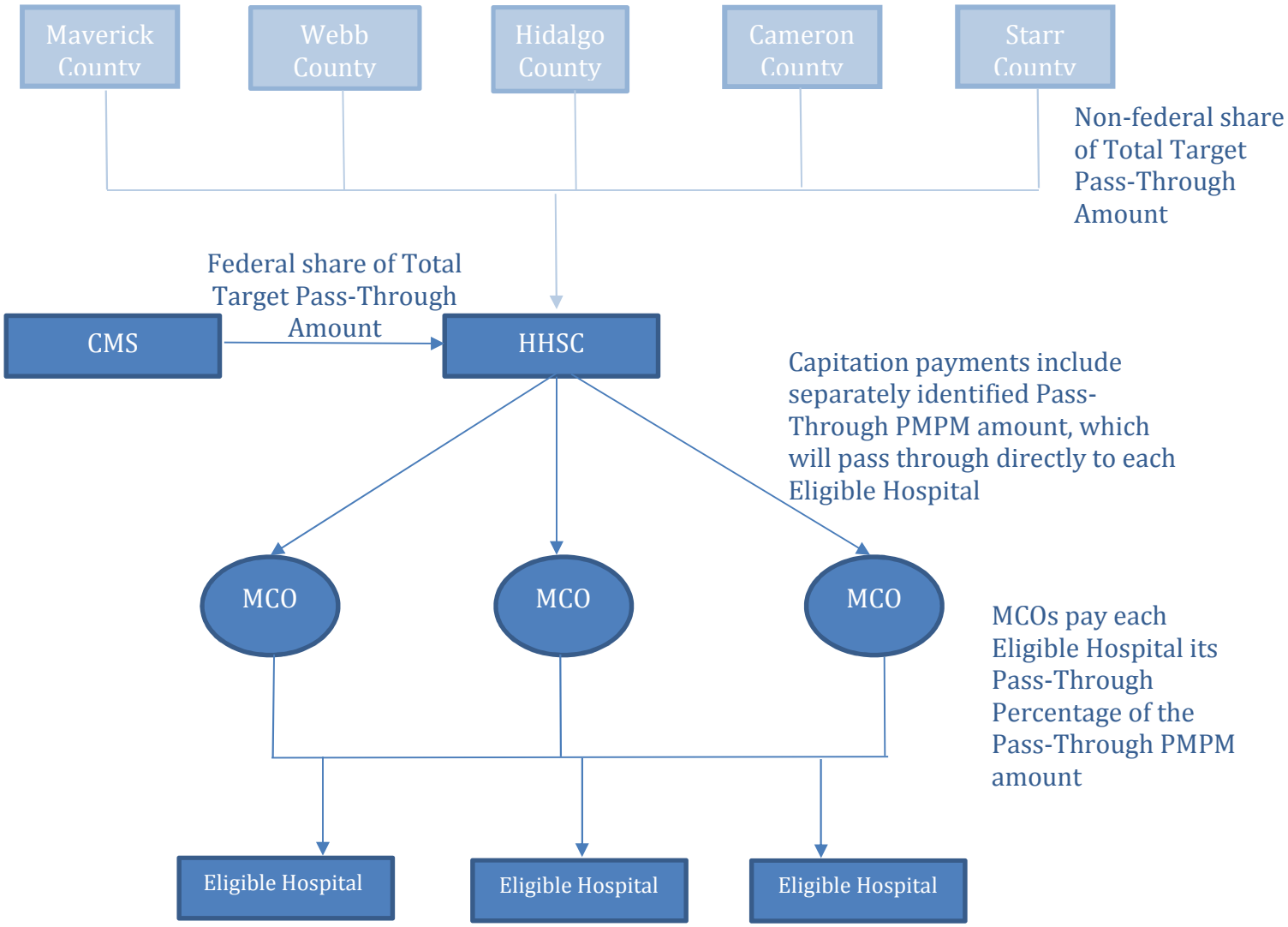
- HHSC will determine each Eligible Hospital's pro-rata share of the Total Target Pass-Through Amount by dividing each Eligible Hospital's Target Pass-Through Amount by the Total Target Pass-Through Amount (the Eligible Hospital's "Pass-Through Percentage").
- HHSC will include in its contracts with MCOs a requirement that on a monthly basis the MCOs pay each Eligible Hospital its Pass-Through Percentage of the total monthly Pass-Through PMPM amount to the MCO (see funds flow below). Sample contract language is attached as Attachment A.
- CMS will need to approve the MCO contract amendments.

Funds Flow

- On a monthly basis, the MCOs will, as contractually required, pay each Eligible Hospital its Pass-Through Percentage of the total monthly Pass-Through PMPM amount to the MCO.

- On a semi-annual basis, HHSC will invoice the Counties for their portion of the IGTs necessary to fund the projected next six months of the non-federal share of pass-through payments and reconcile based on prior period actual non-federal share need.
- On a monthly basis, HHSC will report to each MCO and Eligible Hospital the total amounts paid in pass-through payments to each MCO so that pass-through payments operate transparently to all parties and so that all parties can be held accountable.

The funds flow is represented graphically below.



CONCLUSION

The Texas HHSC believes that the Pilot payments are an important tool, authorized by the recent Final Rule, that will help Texas address needs of Medicaid dependent South Texas safety net hospitals. It is expected that these payments will transition over time to other provider payment initiatives contained in the Final Rule.

Attachment A
Sample Contract Language

Section 10.20 Pass-through Payments for Hidalgo Managed Care Service Area

(a) The capitation rates include funding to cover the cost of pass-through payments for hospitals in Hidalgo Managed Care Service Area.
(b) HHSC will provide a list of eligible providers to the MCO, which will specify each eligible provider's percentage share of aggregate pass through payments.
(c) If the MCO does not otherwise have a contract with an eligible provider, it will enter into a limited contract for the purpose of paying the provider its share of pass-through payments.
(d) On a monthly basis, HHSC will notify the MCO of the total dollar amount of capitation payments paid to the MCO for pass-through payments.
(e) On a monthly basis, the MCO will pay each eligible provider their percentage share of the total pass-through payment capitation amount.
(f) The MCO will report to HHSC its expenditure of pass-through capitation amounts in a format specified by HHSC.
(g) The MCO is prohibited from using any capitation amounts paid for pass through payments for any purpose other than paying eligible providers pursuant to this section.

AI-54927

Emergency Management 12. A.

CC - REGULAR
Meeting Date: 06/07/2016
Submitted For: Belinda Alvarez, EMERGENCY MANAGEMENT
Submitted By: Monica Badillo, EXECUTIVE OFFICE
Department: EMERGENCY MANAGEMENT

Information

CAPTION

Approval of continuance of local state of disaster under Texas Government Code Section 418.108

BACKGROUND

Fiscal Impact

Attachments

order

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	06/03/2016 04:03 PM
Final Approval	Monica Badillo	06/03/2016 05:59 PM

Form Started By: Monica Badillo Started On: 06/03/2016 03:58 PM
Final Approval Date: 06/03/2016

ORDER CONTINUING LOCAL STATE OF DISASTER

STATE OF TEXAS §
§
COUNTY OF HIDALGO §

WHEREAS, on June 1, 2016 the County Judge issued a proclamation declaring a state of disaster for Hidalgo County resulting from "severe damage, injury or loss of life or property due to the "immediate emergencies from the current and recent torrential rains.";

WHEREAS, the conditions necessitating declaration of a state of disaster have continued to exist since the original disaster declaration made on June 1, 2016 as a result of "immediate emergencies from the current and recent torrential rains."; and

WHEREAS, Section 418.108(b) of the Texas Government Code provides that a local state of disaster may not be continued for a period of excess of seven days without the consent of the governing body of the political subdivision;

NOW THEREFORE, BE IT ORDERED BY THE COMMISSIONER'S COURT of HIDALGO COUNTY:

1. That the recitals set forth in this Order are true and correct.

2. That the state of disaster proclaimed for Hidalgo County, Texas by the County Judge on June 1, 2016, shall continue *until terminated by order of Commissioners' Court.*

3. This Order is passed as an emergency measure and pursuant to Section 418.108 of the Texas Government Code and shall become effective on the ____ *day* of June, 2016.

4. All Hidalgo County officials and employees are authorized to do any and all things necessary or convenient to accomplish the purpose of this Order.

PASSED AND ADOPTED, this _____ day of June, 2016.

APPROVED, this _____ day of June, 2016.

_____
Ramon Garcia, County Judge

_____
Arturo “A.C.” Cuellar, Jr.
Commissioner, Pct. 1

_____
Eduardo Cantu
Commissioner, Pct. 2

_____
Joe M. Flores
Commissioner, Pct. 3

_____
Joseph Palacios
Commissioner, Pct. 4

ATTEST:

_____.
ARTURO GUAJARDO, JR.
County Clerk

AI-54901 Urban County 13. A.

CC - REGULAR

Meeting Date: 06/07/2016

Submitted For: Diana Serna, URBAN COUNTY Submitted By: Sandra Regalado, URBAN COUNTY

Department: URBAN COUNTY

Information

CAPTION

The Urban County Program requests authorization to advertise for construction and related activities for all projects identified in the 2016-2017 One Year Action Plan and subsequent amendments, TDHCA, TDA, Colonia funded activities and Texas General Land Office projects.

BACKGROUND

Annually the Urban County Program submits the Hidalgo County One Year Action Plan to HUD after receiving Commissioners' Court Approval. The submitted plan outlines the intended use of CDBG, HOME and ESG. The plan further defines the specific projects to be implemented in terms of scope, location and budget availability. Additionally, the Urban County Program administers projects for the GLO, TDA and TDHCA which also requires advertising. In an effort to expedite fund expenditures, the Urban County Program is seeking authorization to advertise for the required services to implement these programs in order to eliminate repetitive agenda items pertaining to the Plan and to shorten the administrative process for their implementation.

Fiscal Impact

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	06/03/2016 01:55 PM
Final Approval	Monica Badillo	06/03/2016 05:59 PM

Form Started By: Sandra Regalado Started On: 06/02/2016 04:41 PM

Final Approval Date: 06/03/2016

AI-54907 Urban County 13. B.

CC - REGULAR

Meeting Date: 06/07/2016

Submitted For: Diana Serna, URBAN COUNTY Submitted By: Sandra Regalado, URBAN COUNTY

Department: URBAN COUNTY

Information

CAPTION

Requesting approval to Re-authorize Urban County Program Director to sign and execute Loan Agreements, Rehabilitation Contracts, Promissory Notes, Release of Liens on Property that have met the established Affordability Periods, and CHDO Agreements, as they relate to the Housing Program.

BACKGROUND

The Urban County Program is requesting that such authority be provided to the Urban County Program Director, in order to expedite the Housing Process and comply with applicable Federal Regulations.

Fiscal Impact

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	06/03/2016 01:55 PM
Final Approval	Monica Badillo	06/03/2016 05:59 PM

Form Started By: Sandra Regalado Started On: 06/03/2016 09:10 AM

Final Approval Date: 06/03/2016

AI-54908 Urban County 13. C.

CC - REGULAR

Meeting Date: 06/07/2016

Submitted For: Diana Serna, URBAN COUNTY Submitted By: Sandra Regalado, URBAN COUNTY

Department: URBAN COUNTY

Information

CAPTION

Requesting approval to Re-authorize Urban County Program Director to sign and execute contracts and agreements after Hidalgo County Commissioners' Court approval as they relate to all Hidalgo County Urban County Program projects included in the Annual Consolidated Plan.

BACKGROUND

The Hidalgo Urban County Program Annual Action Plan outlines the intended use of CDBG, HOME, and ESG
Funds administered by the Hidalgo County Urban County Program. The original authorization was approved by the Hidalgo County Commissioner's Court on June 4, 1996.

Fiscal Impact

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	06/03/2016 01:55 PM
Final Approval	Monica Badillo	06/03/2016 05:59 PM

Form Started By: Sandra Regalado Started On: 06/03/2016 09:12 AM

Final Approval Date: 06/03/2016

AI-54909 Urban County 13. D.

CC - REGULAR

Meeting Date: 06/07/2016

Submitted For: Diana Serna, URBAN COUNTY Submitted By: Sandra Regalado, URBAN COUNTY

Department: URBAN COUNTY

Information

CAPTION

Requesting approval to re-designate Urban County Program Director as Certifying Officer Designee for Environmental review procedures for entities assuming HUD Environmental responsibilities (CDBG, HOME, ESG, COLONIA, TDHCA, TDA, GLO Program and etc.).

BACKGROUND

Prior to expending Annual Funding from the U.S. Department of Housing and Urban Development, the County's Urban County Program must comply with 24 CFR Part 58 of the Federal Regulations. These Regulations provide Guidance on the environmental procedures, Public Comment Periods and Request for Release of Funds.

The Urban County Program is requesting that such Designation be made to the Urban County Program Director in order to speed up project spending and compliance with ratio requirements.

Fiscal Impact

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	06/03/2016 01:55 PM
Final Approval	Monica Badillo	06/03/2016 05:59 PM

Form Started By: Sandra Regalado Started On: 06/03/2016 09:14 AM

Final Approval Date: 06/03/2016

AI-54912 Urban County 13. E.

CC - REGULAR

Meeting Date: 06/07/2016

Submitted For: Diana Serna, URBAN COUNTY Submitted By: Sandra Regalado, URBAN COUNTY

Department: URBAN COUNTY

Information

CAPTION

Requesting approval to re-authorize Urban County Program Director to approve certain Change Orders on Urban County Projects.

BACKGROUND

The County of Hidalgo Procurement Procedures, in Section III, No. F (B), permits as follows: "If a change order involves an increase or decrease in cost of $50,000 or less, the commissioners' court may grant general authority to an employee to approve change orders. However, the original price may not be increased by more than 25% unless the Change order is necessary to comply with a federal or state statue, rule,
regulation, or judicial decision enacted, adopted, or rendered after the contract was made.

The original contract price may not be decreased by 18 percent or more without the consent of the contractor."
The Urban County Program is requesting that such a Grant of General Authority be made to Director Diana R. Serna, under the conditions listed above, and for Change Orders requesting additional time for completion. This would help to speed up project spending and completion, while Commissioners' Court would still retain
responsibility for any proposed major changes.

Fiscal Impact

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	06/03/2016 01:55 PM
Final Approval	Monica Badillo	06/03/2016 05:59 PM

Form Started By: Sandra Regalado Started On: 06/03/2016 09:29 AM

Final Approval Date: 06/03/2016

AI-54913 Urban County 13. F.

CC - REGULAR

Meeting Date: 06/07/2016

Submitted For: Diana Serna, URBAN COUNTY Submitted By: Sandra Regalado, URBAN COUNTY

Department: URBAN COUNTY

Information

CAPTION

Requesting authority to change the Annual Action Plan approved by Commissioners' Court on May 10, 2016 to include an additional $8,713.00 awarded to the County of Hidalgo for the HOME Program after submittal of Annual Action plan to HUD and authorize County Judge to sign a new SF-424.

BACKGROUND

The 2016-2017 Annual Action Plan approved by CCM 5/10/16 was $9,5321,112.00. The new budget amount is $9,540,825.00

Fiscal Impact

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	06/03/2016 01:56 PM
Final Approval	Monica Badillo	06/03/2016 05:59 PM

Form Started By: Sandra Regalado Started On: 06/03/2016 09:31 AM

Final Approval Date: 06/03/2016

AI-54878 Urban County 13. G.

CC - REGULAR

Meeting Date: 06/07/2016

Submitted For: Diana Serna, URBAN COUNTY Submitted By: Sandra Regalado, URBAN COUNTY

Department: URBAN COUNTY

Information

CAPTION

The Urban County Program is requesting authorization to waive the CDBG Redistribution and Recapture Policy for program year 28(2015).

BACKGROUND

The Waiver is necessary to ensure the successful completion of ongoing projects. In addition, the Timeliness requirement (expenditure ratios) has been met as of April 30, 2016.

Fiscal Impact

Attachments

Recapture Policy

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	06/03/2016 02:00 PM
Final Approval	Monica Badillo	06/03/2016 05:59 PM

Form Started By: Sandra Regalado Started On: 06/02/2016 09:39 AM

Final Approval Date: 06/03/2016

REDISTRIBUTION

&

RECAPTURE POLICY

(FOR THE EXPENDITURE OF COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) FUNDS)

JUNE 22, 2000

REDISTRIBUTION & RECAPTURE POLICY

FOR THE
EXPENDITURE OF COMMUNITY DEVELOPMENT
BLOCK GRANT (CDBG) FUNDS

June 22, 2000

COUNTY OF HIDALGO
URBAN COUNTY PROGRAM

Approved by
CCC on
7-5-00

POLICY

The purpose of this policy is to ensure that the County of Hidalgo-Urban County Program complies with the Timeliness Requirement as it applies to the expenditure of Community Development Block Grant funds [24 CFR 570.902 (CPD Notice 89-39)]. Grantees are required to achieve an expenditure ratio of 1.5 by April 30 each year, meaning that the grantee's letter of credit has no more than 1.5X (times) the funding of the CDBG current allocation. Due to the failure of the County to meet the Timeliness Requirement in FY 1998 and 1999, the Hidalgo County Commissioners' Court is implementing the following Redistribution and Recapture Policy.

Effective with Program Year 2000 funding, consortium cities and precincts will be expected to meet the expenditure ratio required by HUD as it pertains to their allocation. The expenditure ratio is based on the amount approved for each city and precinct in their Interlocal Agreement. The following list, with the exception of the two highlighted items, may be used as milestones to gauge spending progress. (The October 31 figure will be used to begin certain Remedial Actions as defined below. The April 30 figure of 1.50 is binding.)

July 31	2.25
August 31	2.19
September 30	2.08
October 31	**2.00***
November 30	1.92
December 31	1.83
January 31	1.75
February 28	1.67
March 31	1.58
April 30	1.50*

Method of Calculation

The formula to be used to calculate the Expenditure Ratio is U divided by A equals ER; where U is the total of Unexpended funds and A is the amount of the current Allotment.

Redistribution and Recapture

It shall be understood that cities and precincts are required to meet expenditure ratio requirements or risk recapture of their funds by the Urban County Program. It shall be further understood that the cities and precincts may lower their expenditure ratios through "loaning" their present funds to other cities and precincts. These "loans" will be repaid from future allotments, and the terms of these transactions shall be formally approved by each participating entity and ratified by Commissioners' Court.

Those entities "borrowing" funds will be also be subject to recapture should their spending ratios

exceed required levels, and any such recapture will in no way affect the terms and conditions of the original "loan" transactions.

Procedures

1. Cities and precincts will receive monthly reports tracking their expenditure rates and providing data so that progress can be measured.

2. Cities and precincts can make arrangements to "loan" or "borrow" current funds from other consortium members, and arrange to repay or to be repaid from future allotments.

3. All such arrangements will be approved by the governing bodies of the entities involved and ratified by Commissioners' Court.

4. Cities and precincts must comply with appropriate procedures where necessary, including environmental review, budget and program amendment procedures, public hearings and eligibility requirements.

5. If the city or precinct has a spending ratio above 2.0 on October 31 of any year, the Hidalgo County Commissioners' Court shall require the following Remedial Action:

   A. That city or precinct shall prepare a work-out plan outlining upcoming projects and expenditures which will satisfy the Timeliness Requirement, and shall submit the plan to the Urban County Director by November 15 of that year. The Director will present the plan to the Advisory Council at a properly called meeting, as soon as practicable.

   B. The Advisory Council will make recommendations to the Commissioners' Court as to the disposition of the funding of each city or precinct required to present a work-out plan. These recommendations may include, but not be limited to, the following:

      1. Acceptance of the city or precinct's plan, and allowing them to continue to administer their funds;
      2. Recapture of funds, and a reallocation plan for those funds; or
      3. Recapture of funds, and leaving the reallocation of those funds to Commissioners' Court.

   C. Final action will be taken by the Hidalgo County Commissioners' Court.

Other Actions as Warranted

The adoption of this policy would not prohibit the Hidalgo County Commissioners' Court from taking any other type of remedial action or any other action at any time of the year to assure itself of meeting HUD Timeliness requirements.

URBAN COUNTY PROGRAM

Hidalgo County Commissioners' Court

Agenda Request Form

No._____

Date: June 23, 2000 | Meeting Date Request: July 05, 2000

Deadline for Action: July 05, 2000 | Contact Person: *Alan Kamasaki*

Department: *Urban County Program* | Phone: (956) 318-2619 Fax: (956) 383-5971

Alan Kamasaki, Interim Urban County Director AK

Caption:

Approval of a Redistribution and Recapture Policy for the Urban County Program.

Background:

The Urban County Program has failed to meet HUD spending guidelines in the last two years. Therefore, it is necessary to implement a mechanism to increase the rate of spending by allowing members with excess funds to "loan" these funds to other members who have projects that are ready to be implemented. It is anticipated that the attached Redistribution and Recapture Policy will provide such a mechanism. The Policy would also permit funds to be recaptured from members who cannot develop a satisfactory spending plan.

This Policy was unanimously adopted by the Urban County Advisory Council on June 22, 2000, and would take effect immediately upon approval by the Commissioners' Court.

APPROVED Co. Comm.
DATE 7/5/00 AK

Mgr_____
Fin_____

Please initial for approval:

_____ County Judge
_____ County Attorney
_____ Budget
_____ Personnel
_____ Purchasing

_____ Commissioner Pct. 1
_____ Commissioner Pct. 2
_____ Commissioner Pct. 3
_____ Commissioner Pct. 4

Dept./Fund No._____
Amt. Expended: $_____
Funds/Staffing Budgeted: Yes:_____ No:_____

Account Code: _____
Impact on Future Budget: Yes:_____ No:_____

Comments:

Action taken by Commissioner's Court:

Approved_____ Tabled _____ Denied _____ Motion made by _____ Seconded _____ Vote _____

AI-54832 Urban County 13. H.

CC - REGULAR

Meeting Date: 06/07/2016

Submitted For: Olga Lerma, URBAN COUNTY Submitted By: Olga Lerma, URBAN COUNTY

Department: URBAN COUNTY

Information

CAPTION

Subject to Compliance with HB 1295, when and if Applicable, the Urban County Program on behalf of the City of Granjeno is requesting approval of a best and final negotiated contract for Professional Service- Construction Material Testing Services with Raba-Kistner Consultants Inc., in the amount of $7,208.45 utilizing CDBG FY 20 (2007) Parks Recreational Facility Improvement funds.

BACKGROUND

On May 17, 2016, Commissioner's Court ranked and approved contract negotiations with Raba-Kistner Consultants Inc., for Professional Service-Construction Material Testing Services. See attached contract, Exhibits and certificate of Liability Insurance.

Contract Amount: $7,208.45

Available Funds: $ 34,501.77 2007 Parks, Recreational Facility Improvements

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Fiscal Impact

Attachments

BACKUP

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	05/31/2016 01:29 PM
Final Approval	Monica Badillo	06/03/2016 05:59 PM

Form Started By: Olga Lerma Started On: 05/31/2016 10:16 AM

Final Approval Date: 06/03/2016

THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT is made effective the **7th day of June, 2015** by and between **HIDALGO COUNTY, TEXAS, acting by and thru Urban County Program** ("County") and **RABA KISTNER CONSULTANTS, INC.** of McAllen, a Texas Corporation ("Engineer").

WITNESSETH:

WHEREAS, the County is vested with the responsibility of providing **"CONSTRUCTION MATERIALS TESTING SERVICES" (on an as needed basis)** for projects with **HIDALGO COUNTY URBAN COUNTY PROGRAM** (the "Services");

WHEREAS, the County has determined that the services of a professional engineering company is necessary to carry out the required Services;

WHEREAS, pursuant to Texas Government Code Chapter 2254.002, (the "Texas Professional Services Procurement Act"), the County requested Statements of Qualifications (SOQ's) from a professional engineering to assist the County by providing the Services;

WHEREAS, Urban County Program has selected the "Engineer" from the "Pool" of pre-qualified Engineering from response to the Request for Qualifications (RFQ) to provide the Services for the **City of Granjeno Park Project.**

NOW THEREFORE, in consideration of the mutual covenants and agreements herein contained, County and Engineer do mutually agree as follows:

1. Scope of Services. The County will provide to Engineer the services described in **Exhibit "A"** attached hereto and entitled "Services to be performed by County." Engineer

agrees to provide to County with the work described in Exhibit "B", "Services to be performed by the Engineer".

2. Non-Exclusive Services of Engineer. Hidalgo County reserves the right to request these services from other sources other than the Engineer and shall not be in violation of any terms or conditions of this Agreement.

3. Term. This Agreement is for a period of **one (1) year**, effective **June 7, 2016,** and will expire **June 7, 2017** or unless sooner terminated as provided herein. The Engineer will not begin to work or incur costs until authorized in writing by the County with each "Work Authorization" particularly described in Exhibit "D".

4. Compensation. As consideration for rendering the Services provided for in this Agreement, the County agrees to pay the Engineer the amounts specified in Exhibit "C" attached hereto payable against written invoice submitted by Engineer. The maximum amount payable under this Agreement shall not exceed the amount for each work authorization unless an amendment is executed as provided hereinafter. The Engineer shall submit periodic requests for payment within (30) thirty days after completion of each Work Authorization. The request for payment shall be made using forms acceptable to the County and shall show the total amount earned to the date of submission and the amount due and payable as of the date of the current billing. Upon receipt of said request for payment, County shall submit a requisition for payment for said Services in the customary manner provided for payments utilized by Hidalgo County, Texas. Engineer agrees to separately account for the receipt and/or expenditure of funds received pursuant to this Agreement and to keep accurate books and records of all such receipts and/or expenditures. All payments to Engineer shall be mailed to the address shown in numbered paragraph 23 herein.

DRAFT

5. Inspection of Work. The County has the right at all reasonable times to inspect or otherwise evaluate the work performed hereunder and the premises in which it is being performed. If any inspection or evaluation is made on the premises of the Engineer, or of a subcontractor, the Engineer shall provide and require its subcontractor to provide all reasonable facilities and assistance for the safety and convenience of the inspectors in the performance of their duties. All inspections and evaluations shall be performed in such a manner as will not unduly delay their work.

6. Amendments. If it becomes necessary at any time during this Agreement to change the scope of Services, the Agreement period, the maximum amount payable, the complexity, or the character of this Agreement, an amendment shall be executed by use of a (Supplemental Agreement Form) more particularly described in Exhibit "E" within the agreement. The County retains the right to reject any such amendment proposed by the Engineer. Any such amendments shall be made in writing, agreed to by all parties hereto, and duly executed before the end of the Agreement as specified. If the County finds it necessary to require changes in completed work because of errors made by the Engineer, the County shall require the Engineer to correct the work at no cost to the County and without amendment to the Agreement. If the changes are made at the request of the County and are not due to errors of the Engineer, the County will reimburse the Engineer for the additional work at the same rate of pay established in Exhibit "C," "Engineering Rates." If payment for the additional work will cause the maximum amount payable under this Agreement to be exhausted, an amendment shall be proposed in accordance with all State procurement laws.

7. Reporting. The Engineer shall promptly advise the County in writing of events which have a significant impact upon the Agreement, including:

DRAFT

a. Problems, delays, or adverse conditions which will materially affect the ability to meet time schedules and goals, or preclude the attainment of project work units by established time periods. This disclosure shall be accompanied by a statement of the action taken, or contemplated and any County or, if Federal Funds are involved, Federal assistance needed to resolve the situation.

b. Favorable developments or events which enable meeting time schedules and goals to be met sooner than anticipated or which are producing more work units than originally projected.

8. Ownership of Documents. Upon completion or termination of this Agreement, all documents prepared by the Engineer or furnished to the Engineer by the County shall be delivered to and become the property of the County. All sketches, photographs, calculations, and other data prepared under this Agreement shall be made available, upon request, to the County without restriction or limitation on their further use. The Engineer may, at its own expense, have copies made of the documents or any other data furnished to the County under this Agreement.

9. Suspension of Work. Should County desire to suspend the work under this Agreement, but not terminate this Agreement, the County shall provide thirty (30) calendar days verbal notification to Engineer, followed by written confirmation from the County to Engineer to that effect. The thirty-day notice may be waived as agreed in writing by both the County and Engineer to that effect. The work under this Agreement may be reinstated and resumed in full force and effect within sixty (60) days of receipt of written notice from the County to the Engineer. The sixty-day notice may be waived as agreed in writing by both the County and Engineer. If the County suspends the work, the Termination Date as identified above is not affected and this Agreement will terminate on the date specified.

10. Progress and Coordination. The Engineer shall, from time to time during the progress of the work, confer with the County. The Engineer shall prepare and present such information as may be pertinent and necessary, or as may be requested by the County, in order to evaluate features of the Engineer's services and work.

At the request of the County or the Engineer, conferences shall be provided at the Engineer's office, the offices of the County, or at other locations designated by the County. These conferences shall also include evaluation of the Engineer's services and work when requested by the County.

All applicable study reports shall be submitted in preliminary form for approval by the County before the final report is issued. The County's comments regarding the Engineer's preliminary report will be addressed by the Engineer in the final report.

If funds by other agencies or entities are to be used for the development of the project under this Agreement, the Engineer's Services and work will be subject to periodic review and approval by other agencies or entities, including those of the city, county, state and/or federal agencies.

Should it be determined that the progress in the production of the Engineer's Services and work does not satisfy the requirements of the approved Work Authorization as provided by Exhibit "D", attached hereto, the County shall review the approved Work Authorization with the Engineer to determine the corrective action needed by either the County or the Engineer.

The Engineer shall promptly advise the County in writing of events which have a significant impact upon the progress of the Engineer's Services and work and the approved Work Schedule, including:

a. problems, delays, adverse conditions which will materially affect the ability to attain Agreement objectives, prevent the meeting of time schedules and

goals, or preclude the timely completion and submittal of Project deliverables by the Engineer within established time periods; this disclosure will be accompanied by a statement by the Engineer of recommended or immediate action taken, or contemplated, and any Owner or other agency or entity assistance needed to resolve the situation: and

b. favorable developments or events which enable meeting the Work Schedule goals sooner than anticipated.

11. Independent Contractor. Engineer must comply with all applicable Hidalgo County policies and with any applicable federal, state or local laws, regulations, orders or ordinances applicable to the Services provided by Engineer under this Agreement. Notwithstanding the foregoing sentence, Engineer represents and maintains that it is an Independent Contractor and is not an employee of Hidalgo County, Texas or any agency thereof, and represents and warrants that it does not desire or request any fringe benefits provided to employees of Hidalgo County, Texas, and/or any agency thereof, including, but not limited to benefits associated with Hidalgo County's civil service program. Engineer agrees to be responsible for any federal income tax, withholding or social security tax liability that might arise from payments received hereunder.

12. Subcontracting and Assignment. The Engineer shall not assign subconsultant or transfer the Engineer's interest in this Agreement without the prior written consent of the County. The Engineer shall bind every subconsultant by written agreement to observe all the terms of this Agreement to the extent that they may be applicable to each subconsultant. No subcontractor relieves the Engineer of any responsibilities under this Agreement.

13. Voluntary Termination. County may terminate this Agreement at any time for any reason or no reason at all upon giving thirty (30) days prior written notice to the Engineer.

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14. Insurance. Engineer agrees to provide liability insurance covering its activities in providing the Services for County in an amount not less than the minimum amounts prescribed by the Texas Tort Claims Act, §100.001, et seq., Texas Civil Practices and Remedies Code, and shall furnish County a certificate issued by the insurer that such insurance is in full force and effect.

15. Payment of Franchise Tax. The Engineer hereby certifies that the Engineer is not delinquent in Texas franchise tax payments, or that the Engineer is exempt from, or not subject to, such tax. A false statement concerning corporation's franchise tax status shall constitute grounds for termination of the Agreement at the sole option of the County.

16. No Assignment. Except as otherwise herein provided, Engineer may not assign the obligations or rights under this Agreement to any person without the prior written consent of County.

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

18. Termination by County. If Engineer fails to deliver quality Services, fails to achieve the defined goals, outcomes, strategies and outputs required by County, or if Engineer fails to comply with any conditions in this Agreement, then County shall have the right to terminate this Agreement upon the giving of ten (10) days prior written notice to Engineer.

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19. No Waiver. No waiver by County of any breach of any provision of this Agreement shall be deemed to be a waiver of any preceding or succeeding breach of the same or any other provision hereof.

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

21. Venue. This Agreement shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Hidalgo County, Texas. The parties hereby consent to personal jurisdiction in Hidalgo County, Texas.

22. Hold Harmless. In the event Engineer should cause, either directly or indirectly, damage, loss, destruction, liability, or claims against the other party as a result of intentional conduct, negligence or otherwise, Engineer shall hold harmless and indemnify County from any and all obligations, liabilities, cause of action, lawsuits, damages, and assessments, including legal fees, etc., that from the Engineer's intentional actions or negligence. This indemnification clause shall survive this Agreement and be enforceable as a separate agreement in the event its survival and enforcement becomes necessary.

23. Attorney's Fees. In the unlikely event that a dispute occurs which is litigated, or a cause of action in law or equity is filed concerning the operation, construction, interpretation, or enforcement of this Agreement, the losing party shall bear the cost of the attorney's fees incurred by the prevailing party and any and all costs applicable thereto,

including, but not limited to, court costs, deposition fees, expert witness fees, out-of-pocket expenses and travel expenses which are incurred by the prevailing party.

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

If to County: Hidalgo County Urban County
Attn: Diana R. Serna, UCP Director
427 East Duranta Avenue, Suite 107
Alamo, Texas 78516

If to Engineer: **RABA KISTNER CONSULTANTS, INC.**
Attn: Isidoro Arjona, PE, PMP, Vice President
800 East Hackberry
McAllen, Texas 78501

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

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

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

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27. Gender. All pronouns used in this Agreement shall include the other gender, whether used in the masculine, feminine or neutral gender, and the singular shall include the plural whenever and as often as may be appropriate.

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

29. Professional Seal. All documents and data furnished by the Engineer to the County shall bear Professional seal of a licensed Engineer employed by the Engineer.

30. Commitment of Current Revenues Only. In the event that, during any term hereof, the Commissioners Court does not appropriate sufficient funds to meet the obligations of County under this Agreement, County may terminate this Agreement upon ninety (90) days written notice to the Engineer. 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).

31. 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.

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EXECUTED as of the day and year first written above.

HIDALGO COUNTY

By: _____
Ramon Garcia, County Judge

ENGINEER:
RABA KISTNER CONSULTANTS, INC.

By: _____

Printed Name Isidoro Arjona

Title: Vice President

~~**ATTEST:**~~

_____
Arturo Guajardo Jr., County Clerk

Approved by Commissioners' Court on: June 7, 2016.

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

By:_____
Stephen L. Crain, Attorney

ATTACHMENTS:

EXHIBIT A	-Scope of Services to be provided by the County
EXHIBIT B	-Scope of Services to be provided by the Engineer
EXHIBIT C	-Engineer's Rates
EXHIBIT D	-Work Authorization Form
EXHIBIT E	-Supplemental Agreement Form
EXHIBIT F	-Certificates of Insurance

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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.

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EXHIBIT B

-Scope of Services to be provided by the Engineer

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RABA KISTNER

STANDARD TERMS AND CONDITIONS

1. **SERVICES.** Raba Kistner, Inc., by and through one of its subsidiaries (Raba Kistner Consultants, Inc., Raba Kistner Environmental, Inc., Raba Kistner Facilities, Inc. or Raba Kistner Infrastructure, Inc.) (the relevant subsidiary, being engaged to provide the services to CLIENT in connection with the delivery of this instrument, is referred to as "RK" herein) is being engaged by the CLIENT to render professional services ("Services") involving only RK's advice, judgment and opinion. RK may subcontract all or a portion of the Services performed hereunder. RK shall apply professional judgment in determining the extent to which RK complies with any given standard identified in RK's instruments of professional services. CLIENT expressly acknowledges that RK makes no warranties or guarantees, expressed or implied, regarding the Services.

2. **INFORMATION PROVIDED BY CLIENT.** CLIENT may provide or direct RK to utilize or rely upon certain information ("CLIENT Information") in the performance of RK's services. RK shall be entitled to rely upon such CLIENT Information. RK will not conduct an independent evaluation of the accuracy or completeness of such CLIENT Information and shall not be responsible for any errors or omissions in such information. . RK's report, as well as any recommendations, findings, and conclusions made by RK, are dependent on information received from CLIENT. Changes or modifications to the information provided by CLIENT can affect RK's evaluation, recommendations, findings and conclusions, and CLIENT agrees—as a material term of this Agreement—to notify RK immediately, in writing, if CLIENT becomes aware of any such changes or modifications, including changes to the size, scope, location, or other material characteristics of CLIENT's project. The CLIENT shall be responsible for providing the location of all underground utilities and other structures in the vicinity of RK borings or excavations. RK will not accept responsibility and will not be liable for affecting or damaging any underground utility, underground storage tank, or other subsurface condition not previously identified and located, or improperly located, by the CLIENT, a utility, or a utility locating agency.

3. **SITE ACCESS AND SITE SAFETY.** CLIENT shall provide right-of-entry to the buildings and sites which are the subjects of RK's services. CLIENT represents that it possesses authority for such right-of-entry and that the building/site operator(s) possess the necessary permits and licenses for current activities at the site. RK shall be responsible for supervision and site safety measures of its own employees and subconsultants, but shall not be responsible for the supervision or health and safety precautions of any other parties, including CLIENT, CLIENT'S contractors, subcontractors, or other parties present at the site.

4. **SUBSURFACE EXPLORATIONS.** Subsurface conditions throughout the site may vary from those depicted on logs of discrete borings, test pits, or other exploratory services. CLIENT understands RK's layout of boring and test locations is approximate and that RK may deviate a reasonable distance from those locations. RK will take reasonable precautions to reduce damage to the site when performing services; however, CLIENT accepts that invasive services such as drilling or sampling may damage or alter the site. Site restoration is not provided unless specifically included in the scope of services.

5. **CHANGED CONDITIONS.** If, during the term of this Agreement, circumstances or conditions that were not originally contemplated by or known to RK are uncovered or revealed, to the extent that they affect the scope of services, compensation, schedule, allocation of risks or other material terms of this Agreement, RK may call for renegotiation of appropriate portions of this Agreement. RK shall notify the CLIENT of the changed conditions necessitating renegotiation, and RK and the CLIENT shall promptly and in good faith enter into renegotiation of this Agreement to address the changed conditions. If changes cannot be agreed to with respect to changed conditions, the parties shall utilize the Dispute Resolution/Litigation procedures in this Agreement.

6. **TESTING AND OBSERVATIONS.** CLIENT understands that testing and observation are discrete sampling procedures, and that such procedures indicate conditions only at the depths, locations, and times the procedures were performed. RK will provide test results and opinions based on tests and field observations only for the work tested. CLIENT understands that testing and observation are not continuous or exhaustive, and are conducted to reduce – not eliminate – project risk. CLIENT agrees to the level or amount of testing performed and the associated risk. CLIENT is responsible (even if delegated to contractor) for notifying and scheduling RK so RK can perform these services. RK shall not be responsible for the quality and completeness of contractor's work or their adherence to the project documents, and RK's performance of testing and observation services shall not relieve contractor in any way from its responsibility for defects discovered in its work, or create a warranty or guarantee. CLIENT acknowledges that RK will not supervise or direct the work performed by contractor or its subcontractors and is not responsible for their means and methods.

7. **ESTIMATE OF FEES FOR CONSTRUCTION AND MATERIALS TESTING SERVICES.** If included as part of RK's proposal, RK will, to the best of its ability, perform the scope of services related to Construction and Materials Testing Services within the proposed fee estimate provided by RK. RK's proposal fees are based upon an estimate of the services required to meet the specifications for the project and following generally accepted engineering practices. The CLIENT recognizes that unforeseen circumstances along with changes in scope and project/contractor's schedules can influence the successful completion of the scope of services within the estimated proposed fees. Because the contractor has sole control over the project and determines the means and methods used to build/construct the project, RK's service fees are estimates and not lump sum or guaranteed maximum fees. The CLIENT is fully responsible for payment of all services provided, including retests of contractor's failed areas.

8. **REPORTS.** RK may provide CLIENT with written reports in connection with the Services performed. Such reports will present such findings and conclusions as RK may reasonably make with the information gathered while performing its services, and provided by CLIENT. The reports may be copied for inclusion in other documents related to the project provided it is reproduced in its entirety; however reports and other instruments of service are prepared for, and made available for, the sole use of the CLIENT, and the contents thereof may not be used or relied upon by others without the express written authorization of RK. Any unauthorized use or distribution shall be at the CLIENT's sole risk and without liability to RK..

9. **TOXIC AND HAZARDOUS MATERIALS.** CLIENT shall provide RK with all information within CLIENT'S possession or knowledge as to the potential or presence of toxic or hazardous materials or pollutants at the site. CLIENT agrees that RK neither created nor contributed to the creation or existence of any toxic or hazardous

materials or pollutants. In no event shall RK be required to sign a hazardous waste manifest or take ownership of any toxic or hazardous materials or pollutants. If unanticipated toxic or hazardous materials or pollutants are encountered while performing RK's services, RK reserves the right to stop field operations and notify the CLIENT and CLIENT assumes responsibility to notify appropriate regulatory agencies. RK and CLIENT must mutually agree to remobilize.

10. NO THIRD-PARTY BENEFICIARIES. The services and any report(s) prepared under this Agreement are for the sole benefit and sole use of CLIENT and are not for the use of any other party or person. Only CLIENT may rely upon the services and any report or work product. Nothing in this Agreement, or any subsequent amendments or modifications, or in any report issued under this Agreement, shall create a contractual relationship with or a cause of action in the favor of any third party against either RK or CLIENT. If CLIENT provides a copy of any report prepared by RK to others, it shall advise the recipient that the information contained in the report is provided for information only and is not to be relied upon by third parties.

11. LEED PROJECTS. Unless specifically addressed elsewhere in this agreement, RK has no responsibility or liability, including duty to defend or duty to indemnify, any party (including but not limited to CLIENT, owner, owner's agents, architects, engineers, contractors, construction managers, subcontractors) for the LEED certification process including: developing, producing, or retaining any documentation relating to the calculation of LEED points; and attainment of LEED certification points or LEED ratings.

12. STANDARD OF CARE. RK shall perform its professional services in accordance with the standard of care and diligence normally practiced by professional firms in performing services of a similar nature, in the same locality, under similar circumstances. CLIENT expressly acknowledges that RK makes no other warranties or guarantees, expressed or implied, regarding its professional services or its work product.

13. RISK ALLOCATION. RK will be responsible only for its own work, and that of its sub-consultants, and not for defects in the work designed or built by others.

14. LIMITATION OF LIABILITY. **CLIENT AND RK HAVE EVALUATED THE RISKS AND REWARDS ASSOCIATED WITH THIS PROJECT, INCLUDING RK'S FEE RELATIVE TO THE RISKS ASSUMED, AND AGREE TO ALLOCATE CERTAIN OF THE RISKS SO, TO THE FULLEST EXTENT PERMITTED BY LAW, THE TOTAL AGGREGATE LIABILITY OF RK (AND ITS RELATED ENTITIES, EMPLOYEES, OWNERS, AGENTS, AND REPRESENTATIVES) TO CLIENT (AND THIRD PARTIES GRANTED RELIANCE ON RK'S WORK PRODUCT, OR OTHERWISE SEEKING RECOVERY UNDER THIS AGREEMENT) IS LIMITED TO THE GREATER OF $100,000 OR THE FEE PAID RK UNDER THIS AGREEMENT, FOR ANY AND ALL INJURIES, DAMAGES, CLAIMS, LOSSES, OR EXPENSES (INCLUDING ATTORNEY AND EXPERT FEES) ARISING OUT OF RK'S SERVICES OR THIS AGREEMENT REGARDLESS OF CAUSE(S) OR THE THEORY OF LIABILITY,**

15. CONSEQUENTIAL DAMAGES. Neither CLIENT nor RK will be liable to the other for any special, consequential, indirect, incidental or penal losses or damages of any kind, nor will CLIENT or RK be liable to the other for losses, damages, or claims, regardless of how defined, related to: lost profits; unavailability of property or facilities; shutdowns or service interruptions; loss of use, , revenue, opportunity, or inventory; use charges, carrying costs, cost of substitute facilities, goods, or services; cost of capital, or claims of any other party and/or its customers.

16. SUSPENSION OF SERVICES. If the CLIENT fails to make payments when due or otherwise is in breach of this Agreement, RK may suspend performance of services upon seven (7) calendar days' notice to the CLIENT. RK shall have no liability whatsoever to the CLIENT for any costs or damages as a result of such suspension. Upon payment in full by the CLIENT, RK may resume services under this Agreement, and the time schedule and compensation shall be equitably adjusted to compensate for the period of suspension plus any other reasonable time and expense necessary for RK to resume performance. Payment of invoices shall not be subject to any discounts or set-offs by the CLIENT unless agreed to in writing by RK. Payment to RK for services rendered and expenses incurred will be due and payable regardless of any subsequent suspension or termination of this Agreement by either party.

17. WAIVER OF SUBROGATION. To the extent damages are covered by property insurance, or any other available insurance coverage, CLIENT and RK waive all rights against each other and against the contractors, consultants, agents and employees of the other for damages. CLIENT agrees that CLIENT shall procure, or cause to be procured builder's risk insurance or other property insurance for its project. RK and CLIENT waive all rights against each other and any of their consultants, contractors, subcontractors, sub-subcontractors, agents, and employees, for damages caused by fire, flood, or other causes of loss to the extent covered by CLIENT's or CLIENT's Contractor's builder's risk insurance, or other available insurance coverage. The policies shall provide waivers of subrogation by endorsement or otherwise. CLIENT shall require of its contractors, consultants, agents and employees similar waivers in favor of RK and its subconsultants. A waiver of subrogation shall be effective as to a person or entity even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, did not pay the insurance premium directly or indirectly, and whether or not the person or entity had an insurable interest in the property damaged.

18. OWNERSHIP OF DOCUMENTS. R-K's reports, drawings, plans, specifications, and other documents and deliverables are instruments of professional service ("Instruments of Service") developed by RK in contemplation of a wide array of project-specific variables, including how the documents will be used and by whom. RK shall be the author, owner and custodian of the Instruments of Service, and shall retain all common law, statutory, and other reserved rights, including copyright. By execution of this Agreement, RK grants to CLIENT a limited, nonexclusive license to use the Instruments of Service for purposes of constructing, using, and maintaining the project for which the services are performed, provided CLIENT substantially performs its obligations, including prompt payment of all sums when due, under this agreement.

Upon completion of the services, and payment in full of all monies due RK, CLIENT may retain copies of all such documents. **THE INSTRUMENTS OF SERVICE ARE NOT INTENDED NOR REPRESENTED TO BE SUITABLE FOR REUSE ON EXTENSIONS, MODIFICATIONS, OR ADAPTATIONS OF THE PROJECT, OR ANY OTHER PROJECT, ANY REUSE OF SUCH DOCUMENTS, WITHOUT WRITTEN VERIFICATION OR ADAPTATION BY RK FOR THE SPECIFIC PURPOSE INTENDED, WILL BE AT CLIENT'S SOLE RISK WITHOUT LIABILITY OR LEGAL EXPOSURE TO RK, AND CLIENT AGREES, TO THE FULLEST EXTENT PERMITTED BY LAW, TO INDEMNIFY, DEFEND, AND HOLD HARMLESS RK, ITS OFFICERS, DIRECTORS, EMPLOYEES, AND CONSULTANTS AGAINST ALL CLAIMS, DAMAGES, LOSSES, AND EXPENSES (INCLUDING REASONABLE ATTORNEYS' FEES, DEFENSE COSTS, AND COURT COSTS) ARISING FROM OR ALLEGEDLY ARISING FROM OR IN ANY WAY CONNECTED WITH THE UNAUTHORIZED REUSE OR MODIFICATION OF THE DOCUMENTS BY CLIENT OR ANY PERSON OR ENTITY THAT ACQUIRES OR OBTAINS THE DOCUMENTS FROM OR THROUGH THE CLIENT WITHOUT THE WRITTEN AUTHORIZATION OF R-K REGARDLESS OF WHETHER SUCH CLAIMS, DEMANDS, OR ACTIONS ARE FOUNDED IN WHOLE OR IN PART UPON ALLEGED NEGLIGENCE OF RK, ITS OFFICERS, DIRECTORS, EMPLOYEES, OR CONSULTANTS.**

Parties other than CLIENT and RK may apply to use an instrument, using a form prepared by RK for that purpose. Others' use of an instrument shall be permitted only when CLIENT and RK both so agree; either shall have the right to forbid use by others. In

addition, R-K shall make its permission contingent upon the satisfaction of certain conditions when, in RK's professional judgment, such a contingency is necessary.

19. **DISPUTE RESOLUTION/LITIGATION.** All claims, disputes, and other controversy between RK and CLIENT arising out of or in any way related to the services provided by RK shall be submitted to mediation, before and as a condition precedent to other remedies provided by law. If a dispute at law arises related to these services and that dispute requires litigation as provided above, the CLIENT assents to personal jurisdiction in the State of Texas; the claim will be brought and tried in Bexar County, the county where RK's principal place of business is located, and CLIENT waives the right to remove or transfer the action to any other county or jurisdiction. The prevailing party will be entitled to recovery of all court costs, attorneys' fees, and other legally recoverable claim-related expenses. As a condition precedent to mediation of any claim arising out of the services provided under this Agreement, CLIENT shall obtain the written opinion from a registered, independent, and reputable professional engineer that RK has violated the standard of care applicable to RK's performance of services, in a form that meets the requirements of Texas Civil Practice & Remedies Code Chapter 150.

20. **TERMINATION OF CONTRACT.** CLIENT and RK may terminate services at any time upon ten (10) calendar days' written notice. In the event of termination, CLIENT agrees to fully compensate RK for services performed including reimbursable expenses through the termination date, as well as reasonable demobilization expenses. RK will terminate services without waiving any claims or incurring any liability.

21. **STATUTE OF LIMITATIONS.** Any applicable statute of limitations will commence to run and any cause of action shall be deemed to have accrued not later than the earlier of the following: (1) the date of the report issued by RK giving rise to the cause of action; (2) the date on which RK issues its last report under this Agreement; or (3) if RK is retained to perform construction observation, the date of substantial completion of the project.

22. **FORCE MAJEURE.** Neither party shall be liable in damages or have the right to terminate this Agreement for any delay or default in performing hereunder if such delay or default is caused by conditions beyond its control ("Force Majeure") including, but not limited to Acts of God, Government restrictions (including the denial or cancellation of any export or other necessary license), wars, insurrections and/or any other cause beyond the reasonable control of the party whose performance is affected. Force Majeure may not be claimed as a cause for delay in payment of money due and payable hereunder.

23. **NO ASSIGNMENT.** Neither RK nor CLIENT shall assign, sublet, or transfer its interest in this Agreement without the express written consent of the other.

24. **SEVERABILITY.** Each provision of this Agreement is intended to be severable. If any terms or provisions of this agreement shall be held to be invalid, illegal, or unenforceable for any reason whatsoever, the validity, legality, and enforceability of the remaining provisions hereof shall remain in full force and effect and shall not in any way be affected or impaired thereby. Moreover, to the maximum extent allowed by law, the Parties hereto stipulate that any offending provisions will be modified or altered, as necessary, so as to give such provision the maximum permissible effect and application intended.

25. **ENTIRE AGREEMENT.** This Agreement, and all of its attachments, constitutes the entire, integrated Agreement between the Parties to it, and this Agreement supersedes all other Agreements, oral or written between the Parties, concerning the subject set forth in this Agreement. This Agreement may not be amended except in writing, with that amendment being signed by both Parties.

EXHIBIT C

-Engineer Contract Rates

DRAFT

Proposal No.: PMD16-055-00
May 24, 2016

RABA KISTNER
CONSULTANTS

Raba Kistner Consultants, Inc.
800 E. Hackberry
McAllen, TX 78501
www.rkci.com

P 956.682.5332
F 956.682.5487
TBPE Firm F-3257
TBPLS Firm 10193784

Ms. Diana Serna, Director
Hidalgo Urban County Program
427 E. Duranta Ave, Suite 107
Alamo, Hidalgo County, Texas 78516

RE: Construction Materials Observation and Testing Services
City of Granjeno Parks and Recreational Facility Improvements
6607 S. F.M. 494
Granjeno, Hidalgo County, Texas

Dear Ms. Serna,

RABA KISTNER Consultants, Inc. (RKCI) is pleased to have been selected to provide Construction Materials Observation and Testing Services for the above referenced project.

Our opinion of probable cost of services for this project is **$ 7,208.45.**

Our proposed scope of services and estimated item quantities are based upon our interpretation of the project plans and specification downloaded from the wetransfer's website link provided to us via electronic-mail transmittal by Mr. Rey Robles, P.E., with Hinojosa Engineering, Inc., the project's consulting engineering firm on Thursday, April 28, 2016, the information provided to us during our meeting held on Tuesday, May 24, 2016 with Mr. Albert Treviño, EIT, with Hinojosa Engineering, Inc., and are without the aid of the general contractor's schedule. The scope and quantity of services provided will be dependent upon the actual services required/requested by you and/or your representatives. Charges will be assessed only for actual services rendered. All services authorized or requested by you and/or your representatives in excess of the quantities of observation and testing services shown herein will be charged at the appropriate unit rate for such services. Charges will be invoiced on a monthly basis and will show a computerized composite total of services rendered for each service category.

This amount should not be considered a maximum but is **RKCI's** estimate of the probable costs associated with implementing the work outlined on Page 4 of this document. The means/methods, sequencing, and scheduling of the Contractor and it's Subcontractors, can significantly impact our estimate of the probable cost

We appreciate the opportunity of submitting this proposal and look forward to working with you during the construction of this project. Please return one signed copy of this letter proposal to provide written authorization for our firm to commence work on the services outlined herein. Please complete the attached Project Data Sheet for invoicing and reporting information.

Very truly yours,

RABA KISTNER Consultants, Inc.

Jorge L. Perez
Supervisor, CME

JLP/WP

Attachments: Basic Charges

Copies submitted: Above (1)

Accepted By _____
(Signature)

_____
(Typed or Printed Name)

_____
(Title)

Date _____

PROJECT DATA SHEET

Project Name: _____

Client Project No: _____ **Purchase Order No.:** _____

Invoicing Information: Company Name: _____

Address: _____

_____

Attention: _____

Report Distribution Information (Please provide required report distribution and requested number of copies of each)

No. Copies ( ) _____

_____

_____

Contact: _____ e-mail: _____

Phone No.: _____ Fax No.: _____

No. Copies ( ) _____

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Contact: _____ e-mail: _____

Phone No.: _____ Fax No.: _____

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Contact: _____ e-mail: _____

Phone No.: _____ Fax No.: _____

No. Copies ( ) _____

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_____

Contact: _____ e-mail: _____

Phone No.: _____ Fax No.: _____

BASIC CHARGES

1. A vehicle travel charge will be assessed for round trip travel from our office to the project site, material supplier, etc. and back to our office. The charges for travel from our office to the project site and return to our office will be as follows:

   Travel Time (round trip) _____ 1.00 /hour(s)

   Vehicle Trip Charge _____ $ 46.75/trip

2. Service Charges are based on the hourly rates stated herein and will be assessed from the time the Engineer or Technician leaves our office until he returns from the project.

3. Any engineering and/or technical services provided on Saturday, Sunday and all work in excess of "normal" work hours, as stated herein, Monday through Friday, will be charged at an overtime rate of 1.5 times the appropriate hourly rate. Our total cost of services is based upon the assumption most services will be provided during "normal" work hours. Providing an excessive amount of services during days and/or hours requiring overtime rates may significantly increase the total cost of services shown herein.

4. "Normal" work hours are between 7:00 a.m. and 6:00 p.m., including travel time to and from the site unless stated otherwise. Overtime charges will be assessed after eight (8) continuous hours of service rendered during "normal" work hours.

5. Minimum of 2 hours billing per visit to project site.

6. A ten (10) percent project management and administration cost will be added to all invoices.

7. Our opinion of probable cost for each proposal to be submitted is based upon an estimate of the construction materials observation and testing services required to meet the project requirements. Because the general contractor has control over the project and determines the means and methods used to build/construct the project, our proposed scope of services is an estimate. On the basis of the general contractor's schedule, potential retesting of non-compliance items, weather related issues, the actual total services and fees may be higher or lower than the estimates in our proposal. **RKCI** will keep you CLIENT appraised of our billings in comparison to our opinion of probable cost (project budget) over the life of the project. All tests noted as retests of previously non-complaint areas will be billed to the CLIENT. **RKCI** will invoice these tests separately to allow CLIENT to segregate the charges from our normal charges. This will allow CLIENT to back charge the general contractor as necessary. CLIENT will be responsible for payment of all services rendered by **RKCI** for the project.

8. **RKCI** will utilize the on-site initial field curing facilities provided by the contractor. The cost of providing and maintaining these initial curing facilities is not included in our proposal.

CONSTRUCTION MATERIALS TESTING UNIT RATES

SERVICE	UNIT RATE		QUANTITY	TOTAL
Civil and Building Pads Earthwork:				
1. Moisture-Density Relationship (Proctor)	$230.00	each	4	$920.00
2. Atterberg Limits Determinations (P.I.) (ASTM/AASHTO)	$84.00	each	4	$336.00
3. Sieve Analysis -200	$56.75	each	4	$227.00
4. Proof Rolling Observation	$49.25	hour	6	$295.50
5. Technician Time Sampling	$49.25	hour	8	$394.00
6. Field Density Test - Building Pad	$21.00	each	16	$336.00
7. Technician Time - Density Testing - Building Pad	$49.25	hour	16	$788.00
8. Field Density Test - Utility Backfill	$21.00	each	2	$42.00
9. Technician Time - Density Testing - Utility Backfill	$49.25	hour	4	$197.00
10. Vehicle Travel Charge	$46.75	trip	14	$654.50
Subtotal				**$4,190.00**
Concrete: Building Pads				
1. Concrete Compressive Strength Tests	$15.50	each	30	$465.00
2. Technician Time - Concrete Testing	$49.25	hour	16	$788.00
3. Air Content of Concrete	$28.75	each	6	$172.50
4. Technician Time - Pick-Up of Specimen(s)	$49.25	hour	8	$394.00
5. Vehicle Travel Charge	$46.75	trip	8	$374.00
Subtotal				**$2,193.50**
Masonry:				
1. Masonry Observation	$62.50	hour	12	$750.00
2. Mortar/Grout Compressive Strength Testing	$18.25	each	30	$547.50
4. Technician Time - Pick-Up of Specimen(s)	$49.25	hour	3	$147.75
3. Vehicle Travel Charge	$46.75	trip	9	$420.75
Subtotal				**$1,866.00**
Other:				
1. Project Administration(Markup of Invoiced Billing Cycle)	10%			$824.95
Subtotal				**$824.95**
		GRAND TOTAL		**$7,208.45**

Fees for Consulting & Coordination Services	Unit Fees
Principal Engineer	$ 190.00 to 320.00/hr
Managing Engineer	123.00 to 210.00/hr
Staff Engineer	97.00 to 170.00/hr
Laboratory Manager	77.00 to 150.00/hr
Construction Services Manager	77.00 to 150.00/hr
Outside Professional Services & Reimbursable	Cost +15%
Additional Insured	225.00/ea
Report Preparation and Administration	49.00 to 84.00/hr

Proposal No. PMD16-055-00
May 24, 2016

Attachment II

RABA KISTNER

SCHEDULE OF FEES FOR PROFESSIONAL SERVICES

PERSONNEL:

Principal	$135 to $250/hour
Professional	$70 to $200/hour
Auto Cad Operator	$65 to $110/hour
Technical/Clerical/Administrative	$40 to $80/hour

The specific hourly rate within each classification listed above depends on the experience, special training, and qualifications of the personnel needed for the project. For projects requiring work at any hazardous waste site, there will be a $10 per hour surcharge added to the normal billing rate for all personnel. Consultants to Raba Kistner (RK) will be charged according to their professional classification.

EXPENSES: Use of company automobiles will be charged at $1.00 per mile. Automobiles and light trucks assigned to field sites will be charged at $70.00 per day, plus $1.00 per mile over 50 miles per day. Copies will be charged at $0.25 per page.

Other project specific charges for use of RK equipment or for RK testing will be in accordance with established fee schedules. All other project specific, third-party costs will be charged at cost plus 15 percent.

Invoices will be submitted monthly for work in progress in our standard format. They are due and payable upon receipt and become past due 30 days after the billing date. Past due invoices may be subject to late charges at the rate of 1-1/2 percent per month (18 percent per annum). In the event that the State of Texas legislates a sales tax on Professional Services, the amount of the tax will be PAYMENT added to the appropriate service rate charged. Our invoices are due and payable upon receipt at P.O. Box 971037, Dallas, Texas 75397-1037.

Preparation of non-standard invoice will be charged on a time and materials basis in accordance with the rates in this fee schedule.

CONDITIONS: Services will be performed in accordance with our Standard Terms and Conditions.

The proposal to which this schedule is an attachment is valid for 90 days from the date of the proposal.

EXHIBIT D

-Work Authorization Form

HIDALGO COUNTY
Professional Geo Technical and/or
Construction Material Testing Engineer Services
Agreement # _____

WORK AUTHORIZATION NO._____

THIS WORK AUTHORIZATION is made pursuant to the terms and conditions of Section I.A. of the Agreement made by and between **HIDALGO COUNTY**, action herein by and through the **Commissioner's Court**, hereinafter called the "**Owner**," and, **Raba-Kistner Consultants, Inc.** professional engineers of **Mc Allen,** Texas, hereinafter called "**Engineer**".

PART 1. SCOPE OF WORK

The purpose of this Work Authorization is for the "engineering services" to provide **Construction material testing engineer services**

The scope of services to be provided by the **Owner** is identified in **EXHIBIT "A" – Scope of Services to be provided by the Owner** attached hereto.

The scope of services to be provided by the **Engineer** is identified in **EXHIBIT "B" – Scope of Services to be provided by the Engineer** attached hereto.

PART 2. ESTIMATED COST

The estimated cost for services under this Work Authorization is _____.This amount is based upon the costs outlined in the Estimated **Cost Proposal** attached hereto as **EXHIBIT "D".**

PART 3. PAYMENT

Compensation and payment to the Engineer for the services established under this Work Authorization shall be made in accordance with Article/Part/Section _____ of the Agreement.

PART 4. FUNDING

This Work Authorization No.__ shall be funded through funding source:
Account No. _-_ _ _ _-_ _ _-_ _-_ _ _-_ _ _-_-_ _ _
Requisition Number _____ **(MUST BE INCLUDED AFTER CC APPROVAL)**

PART 5. PERIOD OF SERVICE

This Work Authorization shall become effective on the date of final acceptance of the parties hereto, and terminate **upon completion of scopes of the work authorization**.

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 Urban County Program, Diana Serna (Director) as to content and detail of this **Work Authorization No. ____ .**

HIDALGO COUNTY
URBAN COUNTY PROGRAM

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 _____, 201__.

THE ENGINEER:

_____
By: Jacinto Garza, P.E./President

THE OWNER:
HIDALGO COUNTY
URBAN COUNTY PROGRAM

_____
By: Diana Serna, Director

~~**ATTEST:**~~

_____
~~By: Arturo Guajardo Jr., County Clerk~~

DRAFT

EXHIBIT E

-Supplemental Agreement Form

THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

SUPPLEMENTAL AGREEMENT NO. ____
TO AGREEMENT FOR PROFESSIONAL
"GEO TECHNICAL and CONSTRUCTION MATERIAL TESTING SERVICES"

THIS SUPPLEMENTAL AGREEMENT is made pursuant to the terms and conditions of paragraph 5 of the Agreement made by and between **HIDALGO COUNTY**, acting herein by and through the **Commissioner's Court**, hereinafter called the "**Owner**", and **Raba-Kistner Consultants, Inc.**, Professional Engineers of, **Mc Allen,** Texas, hereinafter called the "**Engineer**".

WITNESSETH

WHEREAS, the **Owner** and the **Engineer** executed the **Agreement** on the **7th** day of **June 2016** concerning Engineering for **Construction Material Testing Services** hereinafter referred to as the ("**Project**"); and,

WHEREAS, Paragraph ___ of the **Agreement**, (paragraph title), establishes _____; and,

WHEREAS, it has become necessary to amend the Agreement to _____

A. AGREEMENT

NOW THEREFORE, premises considered, the **Owner** and the **Engineer** agree that said **Agreement** is amended as follows:

I. Paragraph ___ of the **Agreement**, (paragraph title), is revised to

_____
_____
_____
_____
_____
_____

DRAFT

All other provisions are unchanged and remain in full force and effect.

IN WITNESS WHEREOF, the Engineer and the Owner have caused this Supplemental Agreement to the Agreement for Professional Services to be executed as of the _____ day of _____, 20__.

THE ENGINEER:

BY:_____

Address for Giving Notices:

_____

_____

THE OWNER:
HIDALGO COUNTY URBAN COUNTY PROGRAM

BY:_____
Diana Serna, Director

LIST OF ATTACHMENTS

(as required)

DRAFT

EXHIBIT F

-Certificates of Insurance

DRAFT

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:
2016-62196

Date Filed:
05/26/2016

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

Raba Kistner, Inc.
San Antonio, TX United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

Hidalgo County Urban County Program

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

5013-30-0306-5000-3000-UCP-GVG
Geotechnical Engineering and Materials Testing

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
Raba, William	San Antonio, TX United States	X	

5 Check only if there is NO Interested Party. ☐

6 AFFIDAVIT

DEBORAH L CUSSON
Notary ID # 124888336
My Commission Expires
April 9, 2020

I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.

William L Raba

Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said William L. Raba, this the 26th day of May, 20 16, to certify which, witness my hand and seal of office.

Deborah L. Cusson — Signature of officer administering oath

Deborah L. Cusson — Printed name of officer administering oath

Business Manager — Title of officer administering oath

Certificate has been acknowledged

Enter Certificate number you wish to acknowledge: What is this?

Re-enter Certificate number you wish to acknowledge:

Acknowledge This Certificate View PDF Certificate

Completed Certificates

What is this?

Certificate Number	Contract ID #	Business Entity	Date Completed	Certificate Status	Acknowledged Date	Action
2016-62196	5013-30-0306-5000-3000-UCP-GVG	Raba Kistner, Inc.	05/26/2016	Acknowledged	05/26/2016	Print

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 5/27/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME: Nancy Pruski
Catto & Catto LLP One Alamo Center 106 S. St. Mary's Street, Ste. 800 San Antonio TX 78205	PHONE (A/C, No, Ext): 210-222-2161 x 262 FAX (A/C, No): 210-222-1618 E-MAIL ADDRESS: npruski@catto.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Hartford Underwriters Ins. Co.	30104
INSURER B : Hartford Ins Co of the Midwest	37478
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED: Raba Kistner Inc.
P.O. Box 690287
San Antonio TX 78269-0287

COVERAGES **CERTIFICATE NUMBER:** 1938701055 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY	Y	Y	65UUNZR1762	10/1/2015	10/1/2016	EACH OCCURRENCE	$1,000,000
	[X] COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	$1,000,000
	[ ] CLAIMS-MADE [X] OCCUR						MED EXP (Any one person)	$10,000
							PERSONAL & ADV INJURY	$1,000,000
							GENERAL AGGREGATE	$2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMP/OP AGG	$2,000,000
	[ ] POLICY [X] PRO-JECT [ ] LOC						Deductible	$0
B	AUTOMOBILE LIABILITY	Y	Y	65UENZR2052	10/1/2015	10/1/2016	COMBINED SINGLE LIMIT (Ea accident)	$1,000,000
	[ ] ANY AUTO						BODILY INJURY (Per person)	$
	[ ] ALL OWNED AUTOS [ ] SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	[ ] HIRED AUTOS [ ] NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	$
								$
	[ ] UMBRELLA LIAB [ ] OCCUR						EACH OCCURRENCE	$
	[ ] EXCESS LIAB [ ] CLAIMS-MADE						AGGREGATE	$
	[ ] DED [ ] RETENTION $							$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N		Y	65WEAL1929	10/1/2015	10/1/2016	[X] WC STATU-TORY LIMITS [ ] OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [N] (Mandatory in NH)	N / A					E.L. EACH ACCIDENT	$1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$1,000,000
							E.L. DISEASE - POLICY LIMIT	$1,000,000
B	Auto Physical Damage			65UENZR2052	10/1/2015	10/1/2016	Comp. Deductible Coll. Deductible	1000 1000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Named Insureds: Raba Kistner, Inc dba Raba Kistner Consultants, Inc., Raba Kistner Environmental, Inc, Raba Kistner Facilities, Inc., Raba Kistner Infrastructure and Raba Ingenieros S. de R.L. de C.V.
Project: Granjeno Park Improvements / RK Project No. AMD16-037-00; The General Liability, Auto Liability, and Workers' Compensation policies include a blanket notice of cancellation to certificate holders endorsement providing for 30 days' advance notice if the policy is canceled by the company other than for nonpayment of premium. These endorsements do not provide for notice of cancellation if the named insured requests cancellation; See attached endorsement forms;

CERTIFICATE HOLDER

Hidalgo County Urban County
427 East Duranta Avenue, Suite 107
Alamo TX 78516

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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RE: Professional Service Agreement

From : Steve Crain <scrain@atlashall.com> Thu, Jun 02, 2016 02:25 PM
Subject : RE: Professional Service Agreement
To : 'Sandra Regalado' <sandra.regalado@co.hidalgo.tx.us>

Looks good.

From: Sandra Regalado [mailto:sandra.regalado@co.hidalgo.tx.us]
Sent: Thursday, June 02, 2016 1:50 PM
To: Steve Crain <scrain@atlashall.com>
Subject: Professional Service Agreement

Mr. Crain,

I made the correction, please review and/or make changes if necessary.

Thank you

Sandra G. Regalado, UCP Coordinator
Urban County Program
427 E. Duranta St. Ste. 107
Alamo, TX 78516
Phone: (956) 787-8127
Fax: (956) 318-2988
Direct: (956) 292-7000 ext 2233

AI-54827 Urban County 13. I.

CC - REGULAR

Meeting Date: 06/07/2016

Submitted For: Olga Lerma, URBAN COUNTY Submitted By: Olga Lerma, URBAN COUNTY

Department: URBAN COUNTY

Information

CAPTION

1. Request approval to decrease the 2014 HOME Owner Occupied Rehabilitation (Rehab) Program line item by $75,000

2. Request approval to increase the 2014 HOME Community Housing Development Organization (CHDO) Program line item by $75,000

BACKGROUND

The projects currently underway within the HOME Rehab Program will utilize all but $75,000 currently budgeted for activities within the program. The CHDO program currently has families waiting to be assisted that will benefit from the transfer of these funds by receiving assistance earlier than anticipated. As such, the UCP is requesting to transfer $75,000 from the HOME Owner Occupied Rehabilitation Program to the Community Development Organization Program in an effort to ensure timely commitment of FY 2014 HOME funds.

Fiscal Impact

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	05/31/2016 01:32 PM
Final Approval	Monica Badillo	06/03/2016 05:59 PM

Form Started By: Olga Lerma Started On: 05/27/2016 04:40 PM

Final Approval Date: 06/03/2016

AI-54826 Urban County 13. J.

CC - REGULAR

Meeting Date: 06/07/2016

Submitted For: Olga Lerma, URBAN COUNTY Submitted By: Olga Lerma, URBAN COUNTY

Department: URBAN COUNTY

Information

CAPTION

Request approval to increase the 2014 HOME Community Housing Development Organization (CHDO) Program agreement between Hidalgo County Urban County Program and Proyecto Azteca by $75,000 and approve the addendum (Right of Exercise) with Proyecto Azteca

BACKGROUND

The Urban County Program requested the transfer of funds from the FY 2014 HOME Owner Occupied Rehabilitation Program to the HOME Community Housing Development Organization line item in the amount of $75,000. The UCP is requesting that the FY 2014 CHDO agreement between the UCP and Proyecto Azteca is increased by $75,000. These funds will be utilized for the new construction of single family homes for families already approved and waiting for assistance, thus ensuring commitment of funds in a timely manner.

Current Open Contract Amended Contract

Fiscal Year	Amount	Fiscal Year	Amount
2014	$400,000	2014	$475,000

Fiscal Impact

Attachments

Addendum FY 2014 Agreement

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	05/31/2016 01:32 PM
Final Approval	Monica Badillo	06/03/2016 05:59 PM

Form Started By: Olga Lerma Started On: 05/27/2016 04:30 PM

Final Approval Date: 06/03/2016

Addendum
FY 2014 Agreement
PROYECTO AZTECA

Right of Exercise

County and CHDO, hereby attach as an addendum to the 2014 HOME Agreement the following:

The Urban County Program is granting an increase to the existing 2014 CHDO Agreement with Proyecto Azteca. The Original contract amount is $400,000. The new contract amount is $475,000.

County does hereby commit to allow for this extension.

County:
HIDALGO COUNTY

_____
Name

URBAN COUNTY PROGRAM DIRECTOR
Title

_____
Date

CHDO:
PROYECTO AZTECA

_____
Name

DIRECTOR
Title

_____
Date

STATE OF TEXAS {
COUNTY OF HIDLAGO {

Diana R. Serna, personally appeared before me and declared that he/she signed this agreement in the capacity designated, if any, and further states he/she has read the above agreement, and the statements contained therein contained are true.

Subscribed and sworn before me this _____ day of _____, 2016.

Notary – Signature

STATE OF TEXAS {
COUNTY OF HIDALGO {

Ann W. Cass, personally appeared before me and declared that he/she signed this agreement in the capacity designated, if any, and further states he/she has read the above agreement, and the statements contained therein contained are true.

Subscribed and sworn before me this _____ day of _____, 2016.

Notary – Signature

NOV – 5 2014

AGREEMENT FOR GRANT OF HOME FUNDS

THIS AGREEMENT FOR GRANT OF HOME FUNDS (this "Agreement") is made and entered into on October 14, 2014 ("Effective Date") by and between the County of Hidalgo ("County"), a political subdivision of the State of Texas, and PROYECTO AZTECA ("CHDO"), a Texas nonprofit corporation.

RECITALS:

WHEREAS, County has entered into an agreement with the US Department of Housing and Urban Development ("HUD") to receive HOME Funds as that term is defined in 24 C.F.R. 92 ("HOME Funds"), which funds are administered by the County's Urban County Program through its HOME Investment Partnerships Program (the "HOME Program");

WHEREAS, County has set aside a portion of its HOME Program's funds for community housing development organizations in accordance with the National Affordable Housing Act of 1990, as amended;

WHEREAS, County has designated the above named organization as a community housing development organization or CHDO pursuant to HUD rule 24 CFR Part 92, which sets forth regulations to implement the HOME Program;

WHEREAS, CHDO has submitted a proposal for use of HOME Funds to develop affordable housing pursuant to the HOME Program; and

WHEREAS, County desires to engage the CHDO to render certain assistance as a developer of affordable housing in conformance with 24 CFR Part 92.300;

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants and obligations set forth in this Agreement, and subject to the terms and conditions hereof, County and CHDO hereby agree as follows:

SECTION I

DEFINITIONS

A. SPECIFIC

When used in this Agreement, the following terms shall have the respective meanings set forth below:

1. "Act" shall mean the HOME Investment Partnerships Act at Title II of the Cranston-Gonzalez National Affordable Housing Act of 1990, as amended, 42 U.S.C. §§12701 et. seq.

2. "Action" shall have the meaning given such term in Section XI.B of this Agreement.

3. "Affordability Period", with respect to any Unit, shall mean the period of years set forth below during which the home buyer is required to occupy the Unit as the home buyer's principal residence, commencing on the closing of the home buyer's purchase of the Unit, which shall vary depending on the amount of HOME Funds provided to home buyer for the Unit:

HOME Funds Assistance per Unit	Affordability Period
Under $15,000	5 years
$15,000 up to and including $40,000	10 years
Over $40,000	15 years

4. "Affordable Housing" shall have the meaning assigned to it under 24 C.F.R. 92.2 and C.F.R. 92.203.

5. "Agreement" shall have the meaning given such term in the introductory paragraph above.

6. "Applicable Law Amendments" shall have the meaning given such term in Section XII.E.2 of this Agreement.

7. "Applicable Laws" shall have the meaning given such term in the introductory paragraph of Section IX of this Agreement.

8. "CHDO" shall have the meaning given such term in the introductory paragraph above.

9. "CHDO Policies Manual" shall mean County's HOME Division Community Housing Development Organizations Policies Manual, as it may be amended by County from time to time.

10. "CHDO Proceeds" shall mean proceeds retained by CHDO in accordance with 24 C.F.R. 92.300(a)(2).

11. "CHDO Proposal" shall mean the proposal submitted by CHDO to the County for fiscal year 2014 concerning CHDO's proposed participation in the HOME Program, a copy of which is attached hereto as "Exhibit D".

12. "County" shall have the meaning given such term in the introductory paragraph above.

13. "County Indemnitees" shall have the meaning given such term in Section XI.B of this Agreement.

14. "Default" shall have the meaning given such term in Section X.A. of this Agreement.

15. "Developer's fee" shall mean a fee payable to CHDO as compensation for the services performed hereunder and, unless other agreed in writing by the parties, will be earned and paid on a per unit basis.

16. "Effective Date" shall have the meaning given such term in the introductory paragraph above.

17. "Home buyer" or "home owner" shall mean the individual to whom the CHDO is providing assistance pursuant to the HOME Program.

18. "HOME Funds" shall have the meaning given such term in the first recital above.

19. "HOME Program" (also called "HOME") shall have the meaning given such term in the first recital above.

20. "HUD" shall have the meaning given such term in the first recital above.

21. "Judicial Action" shall have the meaning given such term in Section XII.B of this Agreement.

22. "Losses" shall have the meaning given such term in Section XI.B of this Agreement.

23. "Low-Income Families" shall have the meaning assigned to it under 24. C.F.R. 92.2.

24. "Owner Investment Returned First" shall mean the recapture option defined under 24 C.F.R. 92.254(a)(5)(ii)(A)(4).

25. "Project" means all services and obligations provided by the CHDO pursuant to this Agreement and, with respect to a particular Unit, means the portion of such services and obligations applicable to the Unit.

26. "Right of first refusal" shall mean the CHDO's right to repurchase property for which the home owner received assistance from the Project.

27. "Right of First Refusal Agreement" shall mean a Right of First Refusal, Option to Purchase, and Agreement Regarding Distribution of Proceeds entered into among the County, the CHDO and a home owner.

28. "Section 3" shall have the meaning given such term in Section IX.H.1 of this Agreement.

29. "Suspension Notice" shall have the meaning given such term in Section X.A of this Agreement.

30. "Term of this Agreement" shall mean the period commencing on the Effective Date and terminating on August 31, 2017, unless sooner terminated as herein provided.

31. "Termination Date" shall have the meaning given such term in Section X.D.2 of this Agreement.

32. "Termination Notice" shall have the meaning given such term in Section X.B of this Agreement.

33. "Transaction Document" shall mean (i) each document delivered by CHDO to County pursuant to this Agreement and (ii) each agreement entered into by CHDO pursuant to this Agreement, including without limitation the Homebuyer Assistance Contract and the Right of First Refusal Agreement.

34. "Unit" shall have the meaning given such term in Section II.A.2 of this Agreement.

B. GENERAL

References in this Agreement to "Sections" and "Exhibits" shall be to the Sections and Exhibits of this Agreement, unless otherwise specifically provided. Where the context or construction otherwise requires, all words applied in the plural shall be deemed to have been used in the singular, and vice versa. The masculine shall include the feminine and neuter, and vice versa; and the present tense shall include the past and future tense, and vice versa.

SECTION II

PROJECT DESCRIPTION, SCHEDULE AND BUDGET

A. PROJECT DESCRIPTION

1. During the Term of this Agreement, County agrees to grant CHDO $400,000 utilizing FY 2014 HOME funds for the Project, subject to the conditions of this Agreement.

2. During the Term of this Agreement, CHDO shall, pursuant to the terms of this Agreement, perform all professional, technical and construction services necessary to complete the construction, development and occupancy of a total number of five (5) affordable housing units (each, a "Unit").

3. The Units will be located in the County of Hidalgo, Texas, and outside of the city limits of the cities of McAllen, Mission, Edinburg and Pharr.

4. CHDO will sell Units only to low-income families whose annual incomes, as calculated pursuant to 24 C.F.R. 92.203, qualify for assistance under the HOME Program, including without limitation pursuant to 24 C.F.R. 92.254.

5. CHDO will provide five(5) low-income families (80% and below the area median income), qualified buyers with homebuyer education, general construction services and long-term flexible financing.

6. All work will be performed in essentially the manner proposed in the CHDO Proposal.

7. CHDO's services with respect to the Project include, without limitation, satisfaction of all CHDO obligations under this Agreement, including without limitation those set forth in Sections III, IV, V, VIII and IX hereof.

B. PROJECT SCHEDULE

1. CHDO agrees to complete the Project, as required by this Agreement, in accordance with the timetable set forth below:

Activity	Deadline
Environmental Review	June, 2015
Acquisition	June, 2015
Securing/Packaging Project Financing	October, 2014
Securing Pre-qualified Prospective Buyers	October, 2014
Homeownership Counseling	August, 2016
Construction Specifications and Cost Estimates	August, 2016
Construction Bids	August, 2016
Anticipated Draws	September, 2016
Construction Start (last unit)	June, 2017
End Construction (last unit)	August, 2017
Sign Sales Contract (last unit)	August, 2016
Sale/Loan Closing (last unit)	August, 2017

2. Without limiting the generality of Section XII.B, CHDO acknowledges and agrees that compliance with the schedule set forth in Section II.B.1, including timely completion of the work specified in this Agreement in order to complete units on the specified schedule, is an integral and essential part of CHDO's performance. The expenditure of HOME funds is subject to Federal deadlines and could result in the loss of Federal funds if such deadlines are not met. By the acceptance and execution of this Agreement, it is understood and agreed by CHDO that the Project will be completed as expeditiously as possible and that CHDO will make every effort to ensure that the Project will proceed and will not be delayed. Failure to meet these deadlines can result in cancellation of this Agreement and the revocation of the HOME funds.

3. CHDO shall include appropriate provisions to be inserted into all contracts or subcontracts related to the Project to ensure the Project will be completed according to the schedule set forth in Section II.B.1.

4. In the event CHDO is unable to meet the above schedule because of delays resulting from acts of God, untimely review and approval by County and other governmental authorities having jurisdiction over the Project, or other delays that are not caused by CHDO, County shall grant a reasonable extension of time for completion of the work. It shall be CHDO's responsibility to notify County promptly in writing whenever a delay is anticipated or experienced and to inform County of all facts and details related to the delay.

C. PROJECT BUDGET

1. County will make HOME Funds available to CHDO in the amount of set forth in Section II.A.1 for the implementation of the Project, subject to the terms and conditions of this Agreement. In addition, CHDO will leverage $185,147 in public and private financing for below-market mortgages for completion of the Project. Such funds will be allocated as follows:

	HOME Funds	Leverage Funds	Total Cost
Pre-Development	$_____	$_____	$_____
Acquisition	$_____	$ 57,500	$ 57,500
Construction	$ 400,000	$ 27,500	$ 442,500
Hard Costs	$_____	$_____	$_____
Soft Costs	$_____	$ 100,147	$ 100,147

2. CHDO shall promptly provide a specific working budget to County incorporating and supplementing the information set forth in Section II.C.1, and identifying all sources and uses of funds, and allocate HOME and non-HOME funds to activities or line items.

SECTION III

CHDO'S WARRANTIES, REPRESENTATIONS AND OBLIGATIONS

The project shall be administered in accordance with, and CHDO shall comply with, the Act, including implementing federal regulations contained in 24 CFR Part 92; the CHDO Policies Manual and the CHDO Proposal. CHDO shall also perform all activities in accordance with the terms of Project Description (Section II.A), Project Schedule (Section II.B), Project Budget (Section I.C), Certifications ("Exhibit A"); and all other statements made by CHDO in its CHDO Proposal for the project funded under this Agreement; and with all other terms, provisions, and requirements set forth in this Agreement.

A. AFFORDABILITY

The County will enforce the Recapture Policy as defined in Section IV.E of the CHDO Policies Manual in order to address the continued affordability of housing units acquired with HOME funds.

1. CHDO shall utilize the following documents:

    a. Homebuyer Assistance Contract,
    b. First and Second Lien Deeds of Trust,
    c. First and Second Lien Real Estate Notes, and
    d. Right of First Refusal Agreement,

    each in form satisfactory to County and based on the County forms, to address key recapture provisions such as affordability period, principal residency and transfer of title to property. All documents between the CHDO and the home buyer shall provide that the CHDO's rights transfer to County in the event the CHDO ceases operating as a CHDO under the HOME Program, merges with another entity (without the prior written consent of the County to continue this Agreement with such merged entity), terminates, dissolves, liquidates or its existence as an entity is otherwise forfeited. CHDO shall cause the Deeds of Trust and the Right of First Refusal Agreement to be promptly recorded in the real property records of the Hidalgo County Clerk and promptly return the original, recorded document to County. County shall also be given the original of any other agreement to which it is a party.

2. CHDO shall conduct principal residency verifications on Units throughout the duration of the affordability period.

3. CHDO shall utilize the HOME-Assisted Unit Tracking Report as a tracking mechanism for principal residency.

4. CHDO shall ensure that all or a portion of HOME funds are recouped should the unit cease to be the home owner's principal residence, dependant upon the type of loan the home owner has received. The CHDO must, to the extent allowed by applicable law, require the home owner repay the entire HOME funds as follows:

    a. If given a forgivable loan, the County will require that the entire HOME funds are returned.

    b. If the loan is amortized, the home owner will be liable to return the total HOME funds minus any HOME principle payments paid to date.

    All such funds shall be paid to the County.

5. CHDO shall ensure fulfillment of the *"Owner Investment Returned First"* recapture option by allowing the home owner to recover their full investment (the home owner's original downpayment plus principal payments the home owner made on the loan) from net proceeds in the event that there is a voluntary or involuntary transfer of title.

6. CHDO understands that it is the CHDO's obligation to ensure the County is paid the total amount of all funds that are to be recaptured.

7. CHDO shall have the *"right of first refusal"* to repurchase the property in case of voluntary or involuntary transfer of title, and shall use the Right of First Refusal Agreement, in form satisfactory to County and based on the County form, with all home owner's receiving assistance pursuant to the Program in order to secure such right.

8. CHDO shall not allow a loan payoff by the client before the affordability period is over and will only accept such transaction, which will be handled on a case by case basis, if there is an involuntary transfer of title.

9. CHDO shall clearly explain all affordability requirements as listed under this Section III.A.1-8 at loan closing and obtain an affidavit signed by the home buyer as evidence of the home buyer's understanding of and commitment to these obligations.

10. Unless otherwise specified in writing by County, County will take a lien on real property purchased by the CHDO for home ownership projects and/or liens on individual home buyer's property to secure the County's investment during the Affordability Period, which lien will be released following the end of the affordability period. CHDO shall not acquire any real property with funds obtained pursuant to this Agreement or subsequently transfer any such property to a home buyer without confirming whether the County will place a lien on the real property and, if so, executing and recording the appropriate lien documentation.

11. CHDO agrees that the County has the right to enforce the terms of this Agreement and the Transaction Documents to the maximum extent allowed by law.

B. LEGAL AUTHORITY

1. CHDO represents and warrants that CHDO possesses the legal authority to enter into this Agreement, to receive HOME Funds authorized by this Agreement, and to perform the services CHDO has obligated itself to perform hereunder.

2. Each person signing and executing this Agreement on behalf of CHDO, or representing themselves as signing and executing this Agreement on behalf of CHDO, does hereby represent, warrant and guarantee that such persons have been duly authorized by CHDO to execute this Agreement on behalf of CHDO and to validly and legally bind CHDO to all terms, performances, and provisions herein set forth.

C. SUBCONTRACTS

1. Except for subcontracts to which the federal labor standards requirements apply, CHDO may not subcontract for performances described in this Agreement without obtaining County's prior written approval. CHDO shall only subcontract for performances described in this Agreement to which the federal labor standards requirements apply after CHDO has submitted a Subcontractor Eligibility form, as specified by County, for each such proposed subcontract, and CHDO has obtained County's prior written approval, based on the information submitted, of CHDO's intent to enter into such

proposed subcontract. CHDO, in subcontracting for any performances described in this Agreement, expressly understands that in entering into such subcontracts, County is not in any manner liable to CHDO's subcontractor(s).

2. In no event shall any provision of this Section, specifically the requirement that CHDO obtain County's prior written approval of a subcontractor's eligibility, be construed as relieving CHDO of the responsibility for ensuring that the performances rendered under all subcontracts are rendered as so as to comply with all of the terms of this Agreement, as if such performances rendered were rendered by CHDO. County's approval of subcontractor's eligibility under this Section does not constitute adoption, ratification or acceptance of CHDO's or subcontractor's performance hereunder. The act of approval of subcontractor's eligibility under this Section does not waive any right of action which may exist or which may subsequently accrue to County under this Agreement. County retains at all times the right to insist upon CHDO's full compliance with the terms of this Agreement.

3. CHDO shall comply with all applicable federal, state, and local laws, regulations, and ordinances when making procurements under this Agreement.

4. CHDO shall comply with all applicable federal, state, and local laws, regulations and ordinances for the Term of this Agreement.

D. DEBARRED CONTRACTORS

In accordance with the provisions of 24 CFR, Part 24, relating to the employment, engagement of services and awarding of contracts, CHDO shall not employ, award contract to, or fund any person that has been debarred, suspended, proposed for debarment, or placed on ineligibility status by HUD. In addition, County shall have the right to suspend or terminate this Agreement if CHDO is debarred, suspended, proposed for debarment, or ineligible from participating in the HOME Program.

E. HOME PROGRAM

1. CHDO acknowledges and agrees that its performance of its obligations under this Agreement must be rendered in accordance with the Act, the regulations promulgated under the Act, the assurances and certifications made to County by CHDO, and the assurances and certifications made to HUD by County with regard to the operation of the HOME Program. Based on these considerations, and in order to ensure the legal and effective performance of this Agreement by the parties, it is agreed that performances under this Agreement are amended by the provisions of the HOME Program, any amendments thereto, and any policy directives that may be issued by HUD that serve to establish, interpret or clarify performance requirements.

2. It is understood that CHDO has certified that it is and will maintain Community Housing Development Organization status for the Term of the Agreement in accordance with 24 CFR 92. CHDO agrees to provide information as may be requested

by County to document its continued compliance, including but not limited to an annual board rooster and certification of continued compliance.

3. All funds CHDO retains as CHDO Proceeds from this Project shall be used in compliance with 24 CFR 92.300(a)(2).

F. INSURANCE

1. Requirements. CHDO shall have in force throughout the term of this Agreement insurance coverage consistent with the requirements in Exhibit B. A certificate to that effect will be provided to County at least ten (10) days prior to start of construction.

2. Notice to the County. CHDO shall require its insurance policies to provide that the HOME Manager of County or such other person designated by County in writing shall be given thirty (30) days advance notice by the insurer prior to cancellation, nonrenewal, or material change of the insurance policies required by this Section III.F. The insurer shall be subject to approval by the County.

3. Compliance. Failure to maintain required insurance will be cause for the County to take control of the Units and will cancel any claim that CHDO may have to the use of the Units. CHDO shall provide County with certificates of insurance reflecting all coverages required in Exhibit B, and shall, upon request of County, promptly provide County with copies of the insurance policies.

4. Right to Re-evaluate and Adjust Limits. The County shall retain the right to reevaluate the insurance requirements and adjust the coverage limits upon thirty (30) days written notice. Insurance coverage limits shall be adjusted no more frequently than once a year.

G. SPONSORSHIP

CHDO agrees to acknowledge the sponsorship of the County at any event promoting the project or any other project sponsor. As such, CHDO shall give credit to County as the project-funding source in all presentations, written documents, publicity and advertisements regarding the development.

H. LITIGATION AND CLAIMS

CHDO shall give County immediate notice of any Action, including any proceeding before an administrative agency filed against CHDO in connection with this Agreement or the HOME program and any claim against CHDO, the cost and expense of which CHDO believes it may be entitled to be reimbursed by County. Except as otherwise directed by County, CHDO shall furnish immediately to County copies of all pertinent papers received by CHDO with respect to such Action or other claim.

SECTION IV

DISBURSEMENTS

A. RELEASE OF FUNDS

1. County shall not release any funds for any costs incurred by CHDO under this Agreement until County has received certification (in the form attached hereto as "Exhibit C") from CHDO that its fiscal control and fund accounting procedures are adequate to assure the proper disbursal of and accounting for funds provided under this Agreement. CHDO understands and agrees that by the execution of this Agreement County shall assume the responsibilities for environmental review, decision making, and other actions in accordance with and to the extent specified in 24 CFR 92.352 and 24 CFR, Part 58. However, if CHDO has staff experience and/or means to perform the environmental review, CHDO may request in writing, from County, approval to perform such review.

2. Payments to CHDO hereunder consist of (a) reimbursement for actual expenses incurred or paid and (b) developer's fees.

B. REQUESTS FOR REIMBURSEMENT AND DEVELOPER'S FEES

County will provide funds under this Agreement in accordance with the requirements of 24 CFR 92.502. CHDO may not request reimbursement of funds under this Agreement until funds are needed for payment of eligible costs and in accordance with 24 CFR 92.206-208 and CHDO Policies Manual Section III. It is expressly understood and agreed by the parties hereto that payments under this Agreement are contingent upon CHDO's full and satisfactory performance of its obligations under this Agreement. County reserves the right to recapture unexpended funds provided under this Agreement in the event County determines that CHDO will be unable to expend funds within the prescribed time as determined by County. County shall not be liable to CHDO for any costs incurred or performance rendered by CHDO before commencement or after termination of this Agreement.

1. Request for Reimbursement Submittals. The requests for reimbursement shall include an invoice and other supporting documentation for expenses incurred along with the County Request for Reimbursement cover sheet. For the purpose of expedience and in order to ensure that requests for reimbursement are processed the week that they are delivered to the County, completed requests must be submitted no later than 12 noon on Tuesday of that week. Any request (or supporting documentation) received after the cut-off may be held for processing until the following week. Funds will be disbursed within thirty (30) days provided all required supporting documentation has been submitted. All such expenses shall be in conformance with 24 C.F.R. 92.206 and applicable HUD disbursement requirements.

2. Inspections. When a request is submitted indicating that a unit is at 50% and/or 100% complete, County will perform an inspection on the unit in order to confirm the

applicable completion threshold needed to process the payment. County will also accept as confirmation a Certificate of Occupancy or inspection report from a certified inspector indicating the completion threshold. Payment will not be made unless the applicable completion threshold is confirmed as provided herein.

3. Developer's Fees. When applicable, the County will allow for the payment of developer's fees in order to ensure completion of specific project milestones. This fee will only be payable if it has been negotiated and agreed in writing between the County and the CHDO prior to acquisition of the property on which the CHDO will construct the unit. With respect to any unit, progress payments of developer's fees will not exceed the cumulative maximum percentages of total developer's fees listed below. The request for payment must include appropriate documentation that justifies the payment for services rendered and will be paid according to the following schedule:

Milestone	Documentation	Max. Cumulative Developer's Fee %
Acquisition Closing	Settlement Statement	25%
50% Construction Complete	50% Passed - Inspection Report	50%
100% Construction Complete	100% Passed – Inspection Report/ Certificate of Occupancy	75%
Home Buyer Loan Closing	Settlement Statement and Final Property Development Budget	100%

If multiple projects or units are involved, and the parties have so agreed in writing, the developer's fee may be pro-rated to each building or project, and the applicable percentage may be applied to each.

4. Prohibition Against Payments of Bonuses or Commissions. The assistance provided under this Agreement shall not be used in the payment of any bonus or commission for the purposes of obtaining HUD approval of the application for such assistance, or HUD approval of applications for additional assistance, or any other approval or concurrence of HUD required under this Agreement, Title I of the Housing and Community Development Acts of 1974 or 1977, or HUD regulations with respect thereto; provided, however, that reasonable fees or bona fide technical, consultant, managerial or other such services, other than actual solicitation, are not hereby prohibited if otherwise eligible as program costs.

5. County reserves the right to inspect records and project sites to determine that reimbursement and developer fee requests are reasonable. County reserves the right to hold payment until adequate documentation has been provided to and reviewed by County.

SECTION V

REPORTING REQUIREMENTS

CHDO shall submit to County such reports on the operation and performance of this Agreement as may be required by County including but not limited to the reports specified in this Section V. In addition, CHDO shall provide County with all reports necessary for compliance with 24 CFR 92.509 and 24 CFR Part 92, Subpart L and those reports listed in the CHDO Policies Manual Section VII. In addition to the limitations on liability otherwise specified in this Agreement, it is expressly understood and agreed by the parties hereto that if CHDO fails to submit to County in a timely and satisfactory manner any report or supporting documentation required by this Agreement, County may, at its sole option and in its sole discretion, withhold any or all payments otherwise due or requested by CHDO hereunder. If County withholds such payments, it shall notify CHDO in writing of its decision. Payments withheld pursuant to this paragraph may be held by County until such time as the delinquent obligations for which funds are withheld are fulfilled by CHDO.

A. PRELIMINARY DOCUMENTATION

Before the CHDO is able to begin construction of a unit, a Preliminary Project Summary must be submitted to the County for project level approval. The Preliminary Project Summary will include the following documents:

1. The Estimated Project Development Budget includes all anticipated costs and funding sources for the development of the project.

2. Along with the Estimated Project Development Budget, the CHDO shall submit all documentation utilized to determine home buyer eligibility as follows:

    a. CHDO Board Approval of Home Buyer
    b. Conflict of Interest Affidavit
    c. Part 5 Income Calculation Sheet
    d. Current Check Stubs (last three consecutive months) OR Verification of Employment
    e. Self Employment Earnings Documentation (if applicable)
    f. Unemployment Letter (if applicable)
    g. Child Support Benefits Letter (if applicable)
    h. Social Security and/or Disability Benefits Award Letter (if applicable)
    i. Copy of Bank Statements – (Checking Account, last six consecutive months or Savings account, most recent month) OR Verification of Assets on Deposit (if applicable)
    j. Recorded Divorce Decree (if applicable)
    k. Identification Card (DL/SSN/BC)
    l. Purchase Order Request Letter
    m. Commitment Letter to Home Buyer
    n. Copy of Loan Application

o. Good Faith Estimate
p. Underwriting Worksheet
q. Builder's Contract/Plans & Specs
r. Homebuyer Class Certificate

While not every item in this Section V.A.2 will be applicable to each home buyer, the CHDO must submit all documents that are applicable to the particular home buyer.

B. PROJECT DEVELOPMENT

County will track the development of each individual project by assessing requests for reimbursements, processing of developer's fees payments and inspections. CHDO shall promptly provide all documentation required by County hereunder.

C. FINAL DOCUMENTATION

Once construction of the unit is complete, CHDO shall provide County with the Final Project Summary, which will include the following:

1. The Final Project Development Budget, including actual costs and funding sources for the completion of the project. This worksheet will identify the total direct and development subsidies, which will allow for the calculation of the project's affordability period.

2. The CHDO Proceeds Calculation form.

3. Home Buyer Information, including information pertaining to household size, income levels, racial characteristics, and the presence of female headed households in order to determine low and moderate-income benefit.

4. Home Buyer Closing Documents. Once the sale of the unit has occurred, CHDO shall submit final closing documents, including the following:

    a. Homebuyer Assistance Contract
    b. Final Appraisal Report
    c. Copy of Recorded 1st and 2nd Lien Deeds of Trust
    d. Copy of 1st and 2nd Lien Real Estate Note
    e. Copy of Settlement Statement
    f. Copy of Truth-in-Lending Disclosure
    g. Final 100% Inspection Report OR Certificate of Occupancy
    h. Copy of Home Owner's Insurance
    i. Copy of Recorded Right of First Refusal Agreement
    j. Any other documents required by County

D. ANNUAL REPORTS

Assisted Unit Tracking Report. CHDO shall submit the Assisted Unit Tracking Report to the County no later than fifteen (15) calendar days past the County fiscal year ending date (June 30th). This report is comprised of the following two sections listing all County funded units that are within their specified affordability period and have generated or are currently generating CHDO proceeds.

1. Affordability and Principle Residency. This section of the report will provide detailed information regarding unit occupancy for the purpose of tracking affordability and principle residency compliance.

2. CHDO Proceeds. This section of the report will include unit proceeds origination, amount and utilization type (rehab., acquisition, construction, etc.).

E. CHDO PROCEEDS

The HOME Final Rule, 24 CFR 92.300(a)(2), allows County the option of permitting CHDOs to retain any "proceeds" resulting from the CHDO's investment of its CHDO set-aside funds or requiring the CHDO to return these proceeds to the participating jurisdiction – which will be categorized as program income. CHDO Proceeds include, but are not limited to, the permanent financing of a CHDO project which is used to pay off a CHDO financed construction loan; the sale of CHDO developed homeownership housing; the principal and interest payments from a loan to a buyer of CHDO developed homeownership housing. All CHDO Proceeds shall be retained by the CHDO; such CHDO Proceeds, however, must be re-invested by CHDO and applied towards housing activities for low and moderate income individuals and families including, but not limited to, acquisition, construction and rehabilitation of home ownership projects in accordance with the Act and applicable regulations. The CHDO shall submit CHDO Proceeds reports as described within Sections V.C.2 & V.D.2.

SECTION VI

COUNTY'S OBLIGATIONS

1. In consideration of full and satisfactory performance of CHDO's obligations pursuant to this Agreement, including without limitation the activities referred to in Section II.A., County shall make payment under the grant for the actual and reasonable costs incurred by CHDO during the Term of the Agreement rendered under this Agreement by CHDO, subject to the limitations set forth in this Section VI.

    a. It is expressly understood and agreed by the parties hereto that County's obligations under this Section VI are contingent upon the actual receipt of adequate federal funds to meet County's liabilities under this Agreement. If such adequate funds are not available to make all payments under this Agreement, County shall notify CHDO in writing within a reasonable time after such fact is determined, and County may

then terminate this Agreement and will not be liable for failure to make payments to CHDO under this Agreement.

b. County shall not be liable to grant CHDO money for any costs incurred by CHDO, or any portion thereof, which have been paid to CHDO or is subject to payment to CHDO, or has been reimbursed to CHDO or is subject to reimbursement to CHDO by any source other than County.

c. County shall not be liable to grant CHDO money for any costs incurred by CHDO which are not allowed costs, as set forth in 24 CFR 92.206, the CHDO Policies Manual or pursuant to this Agreement. Funds provided under this Agreement may not be used for payment of prohibited activities as defined in 24 CFR 92.214.

d. County shall not be liable to grant CHDO money for any costs incurred by CHDO or for any performances rendered by CHDO which are not strictly in accordance with the terms of this Agreement.

e. County shall not be liable to grant CHDO money for any costs incurred or performances rendered by CHDO before commencement of this Agreement or after termination of this Agreement.

f. County shall not be liable to grant CHDO money for any costs incurred by CHDO for any unit that exceeds the per-unit subsidy dollar limitation established under Section 221(d)(3) of the National Housing Act (12 U.S.C. 17151(d)(3)(ii)).

2. Notwithstanding any other provision of this Agreement, the total of all payments and other obligations incurred by County under this Agreement shall not exceed the sum of $400,000.

SECTION VII

PRICE ADJUSTMENTS

A. PROCEDURE FOR REQUESTING PRICE ADJUSTMENTS

In the event CHDO desires a price adjustment during a period of national crisis and unstable economic conditions, which lead to unforeseen price increases elevating costs of goods and services contracted on an annual basis, the following procedure will be used to mediate price volatility:

1. CHDO may request price adjustments for contracts entered into by CHDO and a supplier in connection with the Project, by providing a written request to the County's Purchasing Agent. Such written request must tie any price change clause to an industry-wide or otherwise nationally recognized index, or some other form of verifiable document, and be accompanied by a certified copy of the supplier's advisory or notification to CHDO of the price changes.

2. CHDO must, at its sole cost and expense, include the County's Purchasing Agent on the mailing lists for publications that support the CHDO's request for the price adjustment so that the Purchasing Agent can monitor the price changes.

3. In making a determination on a request for price adjustment, the County's Purchasing Agent may review evidence of prevailing industry-wide market conditions that warrant an adjustment in bid prices contained in the contract. The County's Purchasing Agent retains the right to determine whether or not such proposed price changes are in the best interest of County.

4. No price increase will be authorized in excess of the amount of the increase referred to in the supplier's notice to CHDO and the total increase in contract price shall not exceed twenty-five percent (25%) of the original contract price during the contract term.

5. County may only grant a price increase if the evidence presented is deemed reliable by County, in County's sole discretion. In the event County allows a price increase, the approved price change shall be honored for all orders received by CHDO or the supplier after the effective date of such price change. Approved price changes are not applicable to orders already issued and in process at the time of the price change.

B. TIME FRAME FOR ADJUSTED PRICE INCREASES

Price increases are only valid for the quarter in which they are requested and approved. Prices shall return to the original contract price at the beginning of the following quarter unless CHDO notifies County in writing within ten (10) days of expiration of the quarter in which the price increase is in effect, that it desires to have the price increase continue or that the CHDO is requesting a different price increase for the following quarter. Such request must be supplemented with sufficient justification to demonstrate that the price increase remains necessary. The County's Purchasing Agent shall have sole discretion whether to grant the price increase extension. The County shall have discretion to unilaterally reduce, eliminate or extend a price adjustment to CHDO at any time upon written notice from County to CHDO demonstrating justification for such reduction, elimination or extension of the price adjustment.

C. ALLOWABLE REVIEW PERIODS

Price adjustment reviews may only be requested by CHDO on a quarterly basis. However, County may, at its own discretion, conduct temporary price adjustment reviews at any time. The County's Purchasing Agent and/or the County's Auditor reserve the right to audit and/or examine any pertinent books, documents, papers, records or invoices relating directly to the contract transaction in question after reasonable notice to CHDO and during normal business hours.

D. PRICE REDUCTION

CHDO shall notify County at the time when the CHDO's costs for items and/or supplies reduce due to stabilization in the market at which time prices for items on this Agreement shall be reduced accordingly. Failure by the CHDO to notify the County of a decrease in costs for items and/or supplies for which the CHDO was granted a price adjustment, may result in immediate termination of this Agreement and County shall not be obligated to pay CHDO the difference between the contract price and the price adjustment.

SECTION VIII

RECORDS, MONITORING AND AUDITING

A. RETENTION AND ACCESSIBILITY OF RECORDS

1. CHDO shall maintain records of the receipt, accrual, and disposition of all CHDO Proceeds as required for all funds under this Agreement.

2. CHDO must establish and maintain those records listed under 24 CFR 92.508 and other records as may be determined by County.

3. CHDO shall give the County, the Comptroller of the United States, or any of their duly authorized representatives, access to and the right to examine all books, accounts, records, reports, files, and other papers, things, or property belonging to or in use by CHDO pertaining to this Agreement. Such right to access shall continue as long as the records are retained by CHDO. CHDO agrees to maintain such records in an accessible location.

4. All records pertinent to this Agreement shall be retained by CHDO for five years following affordability period, completion of construction or of submission of the final closeout reports, whichever is later, with the following exceptions:

    a. If any litigation, claim or audit is started before the expiration of the five-year period and extends beyond the five-year period, the records will be maintained until all litigation, claims or audit findings involving the records have been resolved.

    b. Records relating to real property acquisition shall be retained for the period of affordability required under 24 CFR 92.254 or 24 CFR 92.252 as applicable, plus five years.

    c. Records covering displacement and acquisitions must be retained for at least five years after the date by which all persons displaced from the property and all persons whose property is acquired for the project have received the final payment to which they are entitled in accordance with 24 CFR 92.353.

5. CHDO must provide citizens, public agencies, and other interested parties with reasonable access to records consistent with the Texas Public Information Act, TEXAS GOVERNMENT CODE, Chapter 552.

6. CHDO shall include the substance of Section VIII.A.2-5 in all subcontracts.

B. MONITORING

The County reserves the right to carry out field inspections to ensure compliance with the requirements of this Agreement. CHDO shall attend a preconstruction meeting prior to first construction draw. After each monitoring visit, County shall provide CHDO with a written report of the monitor's finding. If the monitoring reports note deficiencies in CHDO's performance under the terms of this Agreement, the monitoring report shall include requirements for the timely correction of such deficiencies by CHDO. Failure by CHDO to take action specified in the monitoring report may be cause for suspension or termination of this Agreement, as provided in Section X.A & X.B of this Agreement.

C. AUDITING

1. Unless otherwise directed by County, CHDO shall arrange for the performance of an annual financial and compliance audit of funds received and performances rendered under this Agreement, subject of the following conditions and limitations:

   a. CHDO shall have an audit and/or financial statement made in accordance with 24 CFR 92.506, 24 CFR Part 85.26 or OMB Circular A-133 and the CHDO Policies Manual for any of its fiscal years included within the term of this Agreement in which CHDO receives more than $500,000 in federal financial assistance provided by a federal agency in the form of grants, agreements, loans, loan guarantees, property, cooperative agreements, interest subsidies, insurance or direct appropriations, but federal financial assistance does not include direct federal cash assistance to individuals. The term includes awards of federal financial assistance received directly from federal agencies, or indirectly through other units of state and local government.

   b. At the option of CHDO, each audit required by this section may cover either CHDO's entire operations or each department, agency, or establishment of CHDO which received, expended or otherwise administered federal funds.

   c. CHDO may utilize funds budgeted under this Agreement to pay for that portion of the cost of such audit services properly allocable to the activities funded by County under this Agreement, provided, however, that County shall not make payment for the cost of such audit services until County has received such audit report from CHDO.

   d. Unless otherwise specifically authorized by County in writing, CHDO shall submit the report of such audit to County within thirty (30) days after completion of the audit,

but no later than one (1) year after the end of each federal fiscal period included within the tem of this Agreement. Audits performed during this Agreement period are subject to review and resolution by County or its authorized representative.

e. As part of its audit, CHDO shall verify expenditures made according to Section II.C.

2. County reserves the right to conduct an annual financial and compliance audit of funds received and performances rendered under this Agreement. CHDO agrees to permit County or its authorized representative to audit CHDO's records and to obtain any documents, materials, or information necessary to facilitate such audit. CHDO shall provide an annual audit to County of funds received in performance of this Agreement.

3. CHDO understands and agrees that it shall be liable to County for any costs disallowed pursuant to financial and compliance audit(s) of funds received under this Agreement, which includes audits by County and by HUD. CHDO further understands and agrees that reimbursement to County of such disallowed costs shall be paid by CHDO from funds which were not provided or otherwise made available to CHDO under this Agreement.

4. CHDO shall take necessary action to facilitate the performance of such audit or audits conducted pursuant to this Section VIII.C as County may require of CHDO.

5. All approved HOME audit reports shall be made available for public inspection within 30 days after completion of the audit.

SECTION IX

COMPLIANCE WITH FEDERAL, STATE AND LOCAL LAW

CHDO agrees, covenants and warrants that CHDO will comply with all applicable federal, state and local laws, ordinances, codes, rules, regulations relating to this Agreement and the Project ("Applicable Laws"), including, but not limited to, the Act, 24 C.F.R. Part 92, and any other Applicable Laws referenced in this Agreement and this Section IX.

A. FAITH-BASED ACTIVITIES

In the event that CHDO can be considered a religious or faith-based organization, CHDO shall comply with the provisions of 24 C.F.R. 92.257.

B. FAIR HOUSING

CHDO shall administer the HOME Funds in a manner that provides housing that is suitable from the standpoint of facilitating and furthering full compliance with the applicable provisions of title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d—2000d-4), the Fair Housing Act (42 U.S.C. 3601 *et seq.*, E.O. 11063 (3 C.F.R., 1959-1963 Comp., p. 652), Age Discrimination Act of 1975, as amended (42 U.S.C. 6101—6107), 24 C.F.R. 5.105(a), and

HUD regulations issued pursuant thereto; and that promotes greater choice of housing opportunities.

C. NON-DISCRIMINATION

In the selection of occupants for Units, CHDO shall comply with all non-discrimination requirements of 24 C.F.R. 92.350.

D. ACCESSIBILITY FOR PERSONS WITH DISABILITIES

CHDO shall comply with the Uniform Federal Accessibility Standards set forth in 24 C.F.R., Part 40, Appendix A. Section 504 of the Rehabilitation Act of 1973 (prohibits discrimination based on physical handicap) (Pub.L. 93-112), as amended, and implementing regulations when published for effect.

E. AFFIRMATIVE MARKETING

1. CHDO shall adopt and submit for County's approval, no later than thirty (30) days following the Effective Date of this Agreement affirmative marketing procedures and requirements for the purpose of providing information and otherwise attracting eligible persons in the housing market area to the Units without regard to race, color, national origin, sex, religion, familial status or disability. Such affirmative marketing procedures and requirements must comply with 24 C.F.R. 92.351 and must include:

    a. methods the CHDO will use for informing the public and potential home buyers about Federal fair housing laws and the County's and CHDO's affirmative marketing policy.

    b. CHDO's advertisement of any vacant Units, any press releases and any written communications to fair housing and other groups, must include the Equal Housing Opportunity logotype or slogan. Advertising media used by CHDO may include newspaper, radio, television, brochures, leaflets, or may involve simply a sign in a window.

    c. Procedures to inform and solicit applications from persons in the housing market area who are not likely to apply for the housing without special outreach, which procedure may include use by CHDO of community organizations, places of worship, employment centers, fair housing groups, housing counseling agencies, social service centers or medical service centers as resources for this outreach.

    d. Records to be kept by CHDO describing the actions taken by CHDO to affirmatively market the Units in accordance with this Section IX.E. and records to assess the results of these actions.

    e. CHDO maintaining a file containing all marketing efforts, including, but not limited to, copies of newspaper ads, memos of phone calls, copies of letters and all records

pursuant to Section IX.E.1.d., all of which will be available for inspection by County. CHDO acknowledges County will inspect the records at least annually.

f. CHDO maintaining a listing of all home buyers residing in each Unit for five (5) years after the Project completion date or for such longer period as is provided herein.

g. A description of how CHDO will annually assess the success of affirmative marketing actions and what corrective actions will be taken where affirmative marketing procedures and requirements are not met.

2. CHDO shall comply with the affirmative marketing procedures and requirements adopted pursuant to 24 C.F.R. 92.351 and Section IX.E.1. County will assess the CHDO's efforts during marketing of the Units by use of (i) compliance certifications to be provided by CHDO to County at least annually, such certifications to be in the form and substance required by County; and (ii) monitoring visits by County to the Project at least annually. In the event CHDO fails to follow the affirmative marketing procedures and requirements, corrective actions by County shall include extensive outreach efforts to appropriate contacts to achieve the occupancy goals or other sanctions as County may deem necessary, in County's sole discretion.

F. EQUAL EMPLOYMENT OPPORTUNITY

1. CHDO shall comply with Executive Order 11246, which provides that there shall be no discrimination in employment under federally assisted construction. In providing the work and services herein specified, CHDO shall not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. CHDO shall take affirmative action to ensure that applicants for employment are employed, and that employees are treated during employment, without regard to their race, color, religion, sex or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. CHDO shall post in conspicuous places, available to employees and applicants for employment, notices to be provided by the federal government or the County setting forth the provisions of this nondiscrimination clause. Such notices shall state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin. CHDO shall incorporate the foregoing requirements in all of its contracts for the Project, and will require all of its subcontractors for such work to incorporate such requirements in all subcontracts for the Project.

2. CHDO will send to each labor union or representative of workers with which CHDO has a collective bargaining agreement or other contract or understanding, a notice to be provided by County, advising the labor union or worker's representative of the CHDO's commitments under Section 202 of Executive Order No. 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

3. CHDO will, in all solicitations or advertisements for employees placed by or on behalf of CHDO, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.

4. CHDO will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

5. CHDO will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to its books, records, and accounts by County and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and order.

6. In the event CHDO is found to be in noncompliance with the nondiscrimination clauses of this Agreement or with any of such rules, regulations or orders, this Agreement may be canceled, terminated or suspended in whole or in part and the CHDO may be declared ineligible for further government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965 or by rule, regulations, or order of the Secretary of Labor or as otherwise provided by law.

7. CHDO will include the provisions of Sections IX.F.1 through IX.F.6 in every contract, subcontract or purchase order relating to the Project, unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each contractor, subcontractor or vendor. CHDO will take such action with respect to any contract, subcontract or purchase order as County may direct as a means of enforcing such provisions, including sanctions for noncompliance; provided, however, that in the event the CHDO becomes involved in, or is threatened with litigation with a subcontractor or vendor as a result of such direction by County, CHDO may request the United States to enter into such litigation to protect the interest of the United States.

G. MINORITY AND WOMEN'S BUSINESS ENTERPRISES

CHDO shall comply with the requirements relating to minority and women's business enterprises set forth in Executive Order No. 11625 of October 13, 1971, 36 Fed. Reg. 1967, as amended by Executive Order No. 12007 of August 22, 1977, 42 Fed. Reg. 42839; and Executive Order No. 12432 of July 14, 1983, 48 Fed. Reg. 32551; and Executive Order No. 12138 of May 18, 1979, 44 Fed. Reg. 23637. CHDO shall collect data indicating the racial/ethnic character of each business entity receiving a contract or subcontract of $25,000 or more paid, or to be paid, with HOME Funds. This data should indicate which of those entities are women's business enterprises as defined in Executive Order 12138, the amount of the contract or subcontract, and documentation of recipient's affirmative steps

to assure that minority business and women's business enterprises have an equal opportunity to obtain or compete for contracts and subcontracts as sources of supplies, equipment, construction and services. Such affirmative steps may include, but are not limited to, technical assistance open to all businesses but designed to enhance opportunities for these enterprises and special out-reach efforts to inform them of contract opportunities. Such steps shall not include preferring any business in the award of any contract or subcontract solely or in part on the basis of race or gender.

H. LABOR, TRAINING AND BUSINESS OPPORTUNITY

CHDO shall comply with Federal regulations governing training, employment and business opportunities as follows:

1. It is agreed that the work to be performed under this Agreement is on a project assisted under a program providing direct Federal financial assistance from the HUD and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u ("Section 3"). Section 3 requires that to the greatest extent feasible, opportunities for training and employment be given to low-income residents of the project area and contracts for work in connection with the project be awarded to business concerns that are located in, or owned in substantial part by persons residing in, the area of the project.

2. CHDO will comply with the provisions of Section 3 and the regulations issued pursuant thereto by the Secretary of HUD and set forth in 24 Code of Federal Regulations and all applicable rules and orders of HUD issued thereunder and any and all applicable amendments thereto made prior to the Effective Date of this Agreement or during the Term of this Agreement. CHDO certifies that CHDO is under no contractual or other disability which would prevent CHDO from complying with these requirements.

3. CHDO will send to each labor organization or representative of workers with which it has a collective bargaining contract or other contract or understanding, if any, a notice advertising to the said labor organization or worker's representative of its commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.

4. CHDO will include the provisions of this Section IX.H in every contact and subcontract for work in connection with the Project and will take appropriate action pursuant to the contract or subcontract upon a finding that the contractor or subcontractor is in violation of regulations issued by the Secretary of HUD, in 24 Code of Federal Regulations. CHDO will not contract or subcontract with any contractor or subcontractor where CHDO has notice or knowledge that such contractor or subcontractor has been found in violation of regulations under 24 Code of Federal Regulations and will not let any contract or subcontract unless the contractor or subcontractor has first provided CHDO with a preliminary statement of ability to comply with these requirements as well as with any and all applicable amendments thereto.

5. Compliance with the provisions of Section 3, the regulations set forth in 24 Code of Federal Regulations, and all applicable rules and orders of HUD issued thereunder prior to the execution of the contract or subcontract shall be a condition of the federal financial assistance provided to the Project, and a continuing condition binding upon CHDO for such assistance, its successors, and assigns. Failure to fulfill these requirements shall subject CHDO, its contractors and subcontractors, its successors, and assigns to those sanctions specified by 24 Code of Federal Regulations and any and all applicable amendments thereto.

I. DAVIS BACON AND RELATED ACTS

CHDO shall ensure that any contract for construction of housing that includes 12 or more dwelling Units will contain a provision requiring the payment of not less than the wages prevailing in the locality, as predetermined by the Secretary of Labor in accordance with the Davis-Bacon Act (40 U.S.C.§276A-5) to all laborers and mechanics employed in the development of any part of the housing and contracts involving their employment shall be subject to the applicable provisions of the Contract Work Hours and Safety Standards Act (40 U.S.C.§§327-333) and applicable regulations. Construction contractors and subcontractors, must comply with regulations issued under these acts and with other federal laws and regulations pertaining to labor standards and HUD Handbook 1344.1 (Federal Labor Standards Compliance in Housing and Community Development Programs), as applicable.

J. CONFLICT OF INTEREST

No officer, employee, or agent of CHDO who exercises any functions or responsibilities with respect to the HOME Program or to the services and work to be performed by CHDO pursuant to this Agreement, during such officer's, employee's, or agent's tenure or for one (1) year thereafter, shall have any personal or financial interest or benefit, direct or indirect, in this Agreement or the proceeds thereof. CHDO shall incorporate or cause to be incorporated in every contract required to be in writing a provision prohibiting such interest pursuant to the purposes of this Section IX.J. Exceptions to the provision are allowed; provided, however, they must meet the requirements of 24 CFR Part 92.356(d).

K. FLOOD DISASTER PROTECTION

1. Notwithstanding any other provision of this Agreement, CHDO shall comply with the Flood Disaster Protection Act of 1973, as amended (P.L. 93-234), and the standards issued thereto. No portion of the HOME Funds granted to CHDO pursuant to this Agreement shall be used for acquisition or construction purposes as defined under Section 3(a) of said act, for use in an area identified by the Secretary of HUD as having special flood hazards which is located in an area not in compliance with the requirements for participation in the National Flood Insurance Program pursuant to Section 201(d) of said act; and the use of any of HOME Funds for such acquisition or construction in such identified areas in communities then participating in the National

Flood Insurance Program shall be subject to the mandatory purchase of flood insurance requirements of Section 102(a) of said act.

2. Any contract or Agreement for the sale, lease, or other transfer of land acquired, cleared or improved with assistance provided under this Agreement shall contain, if such land is located in an area identified by the Secretary of HUD as having special flood hazards and in which the sale of flood insurance has been made available under the National Flood Insurance Act of 1968, as amended, 42 U.S.C. 4001, et seq., provisions obligating the transferee and its successors or assigns to obtain and maintain, during the ownership of such land, such flood insurance as required with respect to financial assistance for acquisition or construction purposes under Section 102(a) of the Flood Disaster Protection Act of 1973, as amended. Such provisions shall be required notwithstanding the fact that the construction on such land is not itself funded with assistance provided under this Agreement.

M. ENVIRONMENTAL REQUIREMENTS

1. CHDO shall comply with all applicable environmental laws and regulations in fulfilling its obligations hereunder.

2. Notwithstanding any provisions of this Agreement, the parties hereto agree and acknowledge that this Agreement does not constitute a commitment of funds or site approval, and that such commitment of funds or approval may occur only upon satisfactory completion of environmental review and receipt by the County of a release of funds from HUD under 24CFR Part 58. The parties further agree that the provision of any funds to the project is conditioned on the County's determination to proceed with, modify or cancel the project based on the results of a subsequent environmental review.

3. CHDO will not undertake or commit any funds to physical or choice-limiting actions, including property acquisition, demolition, movement, rehabilitation, conversion, repair or construction prior to the environmental clearance, and understands that the violation of this provision may result in the denial of any funds under the Agreement.

N. SITE AND NEIGHBORHOOD STANDARDS

In accordance with 24 CFR 92.251, housing that is newly constructed with HOME funds must meet all applicable local codes, ordinances, and zoning ordinances at the time of project completion. Newly constructed housing must meet the current edition of the, Model Energy Code published by the Council of American Building Officials. CHDO must assure that unit design specifications and necessary inspections of each unit are conducted to meet compliance requirements. File documentation must demonstrate compliance.

O. LEAD-BASED PAINT HAZARDS

Assistance provided under this Agreement is subject to the HUD Lead-Based Paint regulations at 24 CFR Part 35, hereby incorporated and made a part of this Agreement by reference. Any funding commitments made by County or CHDO shall be made subject to the provisions for the elimination of lead-based paint hazards under subpart B of said regulations.

P. RELOCATION, DISPLACEMENT AND ACQUISITIONS

CHDO must ensure that it has taken all reasonable steps to minimize the displacement of persons (families, business and nonprofit organizations) as a result of a project assisted with funds provided under this Agreement. CHDO must comply with the applicable provisions of 24 CFR 92.353.

Q. COST PRINCIPLES

CHDO must comply with applicable regulations under OMB Circular No. A-122 and the following requirements of 24 C.F.R. Part 84: §§ 84.2, 84.5, 84.13 through 84.16, 84.26 through 84.28, 84.30, 84.31, 84.34 through 84.37, 84.40 through 84.48, 84.51, 84.60 through 84.62, 84.72, and 84.73 pursuant to 24 C.F.R. 92.505(b).

R. POLITICAL ACTIVITY

1. CHDO shall comply with the applicable provisions of the Political Reform Act of 1974, as amended, relating to conflicts of interest (codified at Texas Government Code Section 87000, *et seq.*). CHDO will promptly advise County of the facts and circumstances concerning any disclosure made to it or any information obtained by it relating to conflicts of interest.

2. No portion of the HOME Funds provided to CHDO under this Agreement shall be used for any partisan political activity or to further the election or defeat of any candidate for public office; nor shall they be used to provide services, or for the employment or assignment of personnel in a manner supporting or resulting in the identification of programs conducted pursuant to this Agreement with the following: (1) any partisan or nonpartisan political activity or any other political activity associated with a candidate, or contending faction or group, in an election for public or party office; (2) any activity to provide voters or prospective voters with transportation to the polls or similar assistance in connection with any such election; or (3) any voter registration activity.

3. Participants employed in the administration of County's programs funded by HOME or other Federal funding, and participants whose principal employment is in connection with an activity financed by HOME or other Federal funding or resultant proceeds are subject to limitation on political activities under the Hatch Act (U.S.C. 1502(a), 18 U.S.C. 595). All participants may take part in nonpartisan activities outside working hours.

4. No portion of the HOME Funds provided to CHDO under this Agreement shall be used for publicity or propaganda purposes designed to support or defeat legislation pending before the United States Congress.

S. MISCELLANEOUS

1. CHDO shall comply with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15).

2. CHDO shall comply with the provisions of the Copeland Anti-Kick-Back Act (18 U.S.C. 874) as supplemented by applicable regulations (29 CFR Part 3), as amended. CHDO shall include the requirement the to comply with such provisions in every nonexempt subcontract and shall enforce the requirements as may be required by federal, state or local government.

SECTION X

SUSPENSION AND TERMINATION OF THIS AGREEMENT

A. SUSPENSION AND TERMINATION DUE TO DEFAULT

In the event CHDO fails to materially comply with any terms, covenants or provisions of this Agreement (a "Default"), County may, pursuant to 24 CFR 85.43 and this Section X.A, suspend this Agreement and withhold the award of HOME Funds to CHDO, by providing CHDO with written notice of such suspension (the "Suspension Notice"), until CHDO remedies such Default within the time and in the manner set forth in the Suspension Notice.

B. TERMINATION DUE TO DEFAULT

If a Default occurs or if CHDO fails to remedy a Default within the time and in the manner set forth in the Suspension Notice, County may, pursuant to 24 CFR 85.43 and this Section X.B, terminate this Agreement, by providing CHDO with written notice of such termination (the "Termination Notice"). The Termination Notice shall set forth the effective date of the termination of this Agreement, such date to be at least thirty (30) days following the date of Termination Notice.

C. TERMINATION FOR CONVENIENCE

Pursuant to 24 C.F.R. 85.44, this Agreement may be terminated by mutual agreement of County and CHDO, in which event the parties will mutually agree on the effective date of the termination of this Agreement.

D. REVERSION OF ASSETS

Upon termination of this Agreement pursuant to Sections X.B or X.C hereof, or, with respect to Section X.D.3, at the expiration of the Term of this Agreement:

1. all HOME Funds awarded by County pursuant to this Agreement shall be immediately revoked and any approvals by County related to the Project shall immediately be deemed revoked and canceled;

2. CHDO shall be entitled to receive compensation for services provided, and costs incurred, prior to the effective termination date of this Agreement (the "Termination Date"), but not on or after the Termination Date; and

3. all HOME Funds remaining in CHDO's possession as of Termination Date and all accounts receivable payable to CHDO attributable to the use of HOME Funds awarded to CHDO pursuant to his Agreement and attributed to periods following the Termination Date shall be delivered by CHDO to County within seven (7) business days following the Termination Date.

E. ADDITIONAL REMEDIES

In the event the County determines CHDO is in Default, County may take one or more of the following actions:

1. Temporarily withhold cash payments pending correction of the deficiency by CHDO (or any contractor or subcontractor) or take more severe enforcement action against CHDO;

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

3. Wholly or partly suspend or terminate the current Agreement for CHDO;

4. Withhold further HOME Funds from the CHDO, or

5. Take other remedies that may be legally available.

SECTION XI

RELEASE AND INDEMNIFICATION

A. RELEASE

CHDO hereby releases County and County's elected officials, officers, employees, agents, servants and representatives and their respective heirs, successors and assigns from all

claims and liabilities arising out of, resulting from, or relating to the Project, this Agreement or any other Transaction Document.

B. INDEMNIFICATION

CHDO shall indemnify, defend and save and hold County and County's elected officials, officers, employees, agents, servants and representatives and their respective heirs, successors and assigns (collectively, the "County Indemnitees"), harmless against, and shall reimburse the County Indemnitees for, any damages, liabilities, losses, awards, judgments, assessments, fines, sanctions, penalties, charges, costs, and reasonable attorneys' fees (collectively, "Losses") incurred in connection with any claim, dispute, governmental investigation, inquiry, citation, suit, action, arbitration, legal, administrative or other proceeding of any nature, criminal or civil, at law or in equity (collectively, "Action"), arising out of, resulting from, or relating to, (i) any breach of any representation or warranty of CHDO contained in this Agreement or any other Transaction Document; (ii) any breach or default in the performance of any covenant or agreement of CHDO contained in this Agreement or any other Transaction Document; and (iii) any Action related to the Project, including, but not limited to, the construction, design, development and occupancy of the Project. Notwithstanding anything herein to the contrary, CHDO shall not be obligated to indemnify the County Indemnitees for any losses incurring in connection with any Action arising out of, resulting from, or relating to the gross negligence or intentional misconduct of County Indemnitees.

C. PROCEDURE

Promptly after CHDO receives notice of any Action that is subject to indemnification under this Section XI, CHDO shall give the County written notice of such Action and the details thereof, including copies of all relevant information and documents and, if then known, the amount or method of computation of the amount of Losses relating to the Action. The County Indemnitees will be entitled, at the sole expense and liability of CHDO, to exercise full control of the defense, compromise or settlement of any such Action.

SECTION XII

MISCELLANEOUS PROVISIONS

A. NOTICE

Any notice from one party to the other must be in writing and shall be sufficiently given or made if hand delivered against a written receipt, forwarded by a reputable overnight courier or mailed by United States mail, postage prepaid, by certified mail, return receipt requested, and addressed:

If to CHDO: Proyecto Azteca
Attention: Ann Williams Cass, Executive Director
PO Box 27
San Juan TX 78589

If to County: County of Hidalgo
Urban County Program
Attention: Diana R. Serna, Director
427 E. Duranta Ave, Suite 107
Alamo TX 78516

Any notice forwarded by an overnight courier shall be deemed to have been given on the next business day following the day on which it was forwarded. Any notice mailed shall be deemed to have been given on the third business day following the day on which it was mailed. Either of the parties hereto may at any time give notice in writing to the other of any change of address and thereafter all notices shall be mailed to the new address.

B. TIME OF THE ESSENCE

Time is of the essence with respect to all provisions of this Agreement in which a definite time for performance is specified; provided, however, that the foregoing shall not be construed to limit or deprive a party of the benefits of any grace or use period provided for in this Agreement, if any.

C. INTEGRATION

This Agreement and the agreements and documents referred to herein (including the exhibits hereto) contain the entire agreement and understating of the parties hereto with respect to the subject matter hereof and supersede all prior agreements and understandings, whether written or oral, relating to the subject matter hereof. There are no other agreements between or among the parties other than those set forth in this Agreement and the agreements and documents referred to herein. This Agreement includes the following exhibits:

Exhibit A Certification Regarding Lobbying for Agreements, Grants, Loans and Cooperative Agreements.
Exhibit B Insurance Requirements
Exhibit C Affidavit of Standards for Financial Management
Exhibit D CHDO Proposal

D. FURTHER ASSURANCES

CHDO shall execute and deliver all documents and instruments and shall do any and all acts and things reasonably requested by County (a) in connection with the performance of the obligations undertaken by CHDO under this Agreement; (b) to perfect and evidence the transactions contemplated by this Agreement; and/or (c) otherwise to effectuate in good faith the intent of the parties and the purposes of this Agreement.

E. MODIFICATIONS AND AMENDMENTS

1. Except as provided in Section XII.E.2, this Agreement may not be amended modified or amended, in whole or in part, unless such amendment or modification is executed in writing by both parties.

2. Except as otherwise required by applicable law, any modifications or amendments to this Agreement which are required by amendments in applicable federal laws, rules, regulations (including, but not limited to, the Act and the regulations promulgated under the Act), and/or policy directives issued by HUD in connection with the HOME Program (collectively, the "Applicable Law Amendments"), are automatically incorporated into this Agreement without written amendment hereto and shall become effective on the date designated by the Applicable Law Amendments. County or CHDO may require that written modification or amendments be made to this Agreement to reflect the Applicable Law Amendments. Notwithstanding anything herein to the contrary, the Applicable Law Amendments shall not modify or amend this Agreement so as to the release County of its obligations set forth in Section VI hereof that accrue prior to the effective date of the Applicable Law Amendments.

F. ASSIGNMENT

This Agreement and the rights, duties and obligations hereunder may not be transferred or assigned by CHDO, whether by merger, consolidation, reorganization, dissolution, operation of law or otherwise without the prior written consent of County. Any attempted transfer or assignment without the County's consent shall be void. Subject to the foregoing, this Agreement and the provisions hereof shall be binding on the parties and their respective permitted successors and permitted assigns.

G. THIRD PARTY BENEFICIARIES

This Agreement is for the sole benefit of the parties hereto, and their respective successors and permitted assigns. Except with respect to Section XI above with respect to the County

Indemnitees, nothing herein shall give, or be construed to give, any legal or equitable rights hereunder to any other person or entity other than the parties hereto and their respective successors and permitted assigns.

H. RELATIONSHIP OF THE PARTIES

The relationship of the parties is that of independent contractor. The parties are not, by virtue of this Agreement or otherwise, in an employer-employee, principal-agent, joint venture or partnership relationship with each other, and each party agrees not to represent to any other persons, or to assert in any other form or forum to the contrary. Neither party is authorized to act as an agent for, or legal representative of, the other party and neither party shall have authority to assume or create any obligation on behalf of, in the name of, or binding upon the other party.

I. REMEDIES AND WAIVER

It is expressly understood and agreed by the parties hereto that any right or remedy provided for in this Agreement shall not preclude the exercise of any other right or remedy under this Agreement or under any provision of law, nor shall any action taken in the exercise of any right or remedy be deemed a waiver of any other rights or remedies. Failure to exercise any right or remedy hereunder shall not constitute a waiver of the right to exercise that or any other right or remedy at any time. No waiver of any term or provision of this Agreement shall be binding unless executed in writing by the party entitled to the benefit thereof.

J. CONSTRUCTION

1. If one or more provisions of this Agreement are held to be unenforceable under applicable law, such provisions shall be excluded from this Agreement and the balance of this Agreement shall be interpreted as if such provisions were so excluded and shall be enforceable in accordance with its terms.

2. No provision of this Agreement will be interpreted in favor of, or against, any of the parties hereto by reason of the extent to which any such party or its counsel participated in the drafting thereof or by reason of the extent to which any such provision in inconsistent with any prior draft hereof or thereof.

3. Titles and headings of sections in this Agreement are for convenience of reference only and shall not affect the construction of any provision of this Agreement.

4. The recitals set forth in this Agreement are acknowledged by the parties to be true and correct and are incorporated herein by reference for all purposes.

K. GOVERNING LAW

This Agreement shall be governed by, interpreted under, and construed and enforced in accordance with the laws of the State of Texas, without regard to conflicts of law principles.

L. JUDICIAL ACTION

The parties agree that any suit, action or proceeding brought by a party against the other in connection with or arising from this Agreement ("Judicial Action") shall be brought only in any United States Federal or Texas state court located in Hidalgo County, Texas and the parties hereby consent to the exclusive jurisdiction of such courts (and the appropriate appellate courts) in any such Judicial Action and waives any objection to venue laid therein. If either party is a prevailing party in a Judicial Action, such party is entitled to recover from the non-prevailing party all costs of such proceeding and reasonable attorney's fees.

[SIGNATURE PAGE FOLLOWS]

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

COUNTY:

COUNTY OF HIDALGO

By: Diana R. Serna
Its: Director

CHDO:

Affordable Homes of South Texas, Inc

By: Ann Williams Cass
Its: Executive Director

Approved as to form by Steve Crain, Hidalgo County Attorney: September 2013

STATE OF TEXAS §
§
COUNTY OF HIDALGO§

This instrument was acknowledged before me on November 5, 2014, by Diana R Serna, as Director of the Urban County Program of County of Hidalgo, a political subdivision of the State of Texas, on behalf of said political subdivision.

NOTARY PUBLIC, State of Texas
NAME: Irene Montoya
My Commission Expires: 7-26-17

STATE OF TEXAS §
§
COUNTY OF HIDALGO§

NOTARY PUBLIC, STATE OF TEXAS
Irene Montoya
My Commission Expires
07/26/2017

This instrument was acknowledged before me on November 5, 2014, by Ann Williams Cass, as Executive Director of Proyecto Azteca, a Texas nonprofit organization, on behalf of said nonprofit organization

NOTARY PUBLIC, State of Texas
NAME: Janie M. Romero
My Commission Expires: 10/13/2015

JANIE M. ROMERO
Notary Public, State of Texas
My Comnission Expires
OCTOBER 13, 2015

EXHIBIT A

Certification Regarding Lobbying for
Agreements, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of its knowledge and belief, that:

1. No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or any employee of a member of Congress in connection with the awarding of any federal Agreement, the making of any federal grant, the making of any federal loan, the entering into of any cooperative Agreement, or modification of any federal Agreement, grant, loan, or cooperative Agreement.

2. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this federal Agreement, grant loan, or cooperative Agreement, the undersigned shall complete and submit standard form –LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subAgreements, subgrants, and Agreement under grants, loans and cooperative Agreements) and that CHDOs certify and disclose accordingly.

This certification is material representation of fact which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. § 132. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

Signed: Ann Williams Cass
Director

11/5/14
Date

EXHIBIT B

INSURANCE REQUIREMENTS

1. CHDO Insurance. CHDO, at its sole cost and expense, for the full term of this Agreement (and any extensions thereof), shall obtain and maintain at minimum compliance with all of the following insurance coverage(s) and requirements. Such insurance coverage shall be primary coverage as respects County and any insurance or self-insurance maintained by County shall be excess of CHDO's insurance coverage and shall not contribute to it.

2. Subcontractor(s) Insurance. If CHDO utilizes one or more subcontractors in the performance of this Agreement, CHDO shall obtain and maintain independent insurance as to each subcontractor or otherwise provide evidence of insurance coverage for each subcontractor equivalent to that required of CHDO in this Agreement.

3. Types of Insurance and Minimum Limits. The following types of insurance and minimum limits are required for at least the following minimum coverage and limits of liability.

   a. Worker's Compensation written in accordance with the laws of the State of Texas and providing coverage for any and all employees of CHDO in the minimum statutorily required coverage amounts.

   b. Automobile Liability Insurance for each of CHDO's vehicles used in the performance of this Agreement, including owned, non-owned (e.g. owned by CHDOs employees or contractors), leased or hired vehicles, in the minimum amount of $300,000 combined single limit per occurrence for bodily injury and property damage. This insurance coverage shall not be required if vehicle used by CHDO is not a material part of performance of this Agreement and CHDO and County both certify to this fact.

   c. Comprehensive or Commercial General Liability Insurance coverage in the minimum amount of $300,000 combined single limit, including coverage for:

      (1) Bodily injury.
      (2) Personal injury.
      (3) Broad form property damage.
      (4) Contractual liability.
      (5) Cross-liability.

4. Other Insurance Provisions.

   a. If any insurance coverage required in this Agreement is provided on a "Claims Made" rather than "Occurrence" form, CHDO agrees to maintain the required coverage for duration of this Agreement (hereinafter "post Agreement coverage") and any extensions thereof. CHDO may maintain the required post Agreement

coverage by renewal or purchase of prior acts or tail coverage. This provision is contingent upon post Agreement coverage being both available and reasonably affordable in relation to the coverage provided during the term of this Agreement. For purposes of interpreting this requirement, a cost not exceeding 100% of the last annual policy premium during the term of this Agreement in order to purchase prior acts or tail coverage for post Agreement coverage shall be deemed to be reasonable.

5. Endorsements.

a. All required Automobile and Comprehensive or Commercial General Liability Insurance shall be endorsed to contain the following clause, with the exception that Endorsement (ii), providing for 30-day notices, is the only endorsement required to be made a part of the Worker's Compensation and Employers' Liability policy coverage.

(1) "The County of Hidalgo, its employees, officers, agents and volunteers are hereby added as additional insurers, but only as respects work done by, for, or on behalf of the named insured under Agreement with the County of Hidalgo."

(2) "Thirty (30) days prior written notice shall be given to the County of Hidalgo in the event of cancellation, reduction in coverage, or non-renewal of this policy for whatever reason."

6. Proof of Coverage.

a. CHDO agrees to provide its insurance broker(s) with a full copy of these insurance provisions and provide County on or before the effective date of this Agreement with Certificate of Insurance for all required coverages. Copies of all the required Endorsements required above shall be attached to the Certificate(s) of Insurance or other evidence of insurance acceptable to the County of Hidalgo, which shall be provided by CHDO's insurance company as evidence of the stipulated coverages. This Proof of Coverage shall then be mailed to the County of Hidalgo at the following address:

County of Hidalgo
Urban County Program
427 E. Duranta Ave, Suite 107
Alamo, TX 78516

Exhibit C

Hidalgo County Urban County Program

Community Housing Development Organization (CHDO) Certification

Affidavit of Standards for Financial Management Systems

Date: 11/5/14

Affiant: Ann Williams Cass

Recipient: Hidalgo County – Urban County Program

Affiant on oath swears that the following statements are true and are within the personal knowledge of Affiant:

1. Affiant is the Director, President AND/OR Chief Financial Officer of the Recipient and is authorized to make this affidavit on behalf of Recipient.
2. Recipients' financial management systems conform to the financial accountability standards set forth in 24 CFR 84.21, by providing for and incorporating the following:

    a. Accurate, current and complete disclosure of the financial results of each federally-sponsored project;
    b. Records, which identify the source and application of funds for federally-sponsored activities. These records contain information pertaining to Federal awards, authorizations, obligations, unobligated balances, assets, outlays, income and interest;
    c. Control over and accountability for all funds, property and other assets; adequate safeguards of all such assets shall be adopted to assure that all assets are used solely for authorized purposes;
    d. Comparison of outlays with budget amounts for each award;
    e. Written procedures to minimized the time elapsing between the receipt of funds and the issuance of redemption of checks for program purposes by the recipient;
    f. Written procedures for determining the reasonableness, allocability, and allowability of costs in accordance with the provisions of Federal cost principles [Circular A-122] and the terms and conditions of the award;
    g. Accounting records, including cost-accounting records, that are supported by source documentation.

Affiant signature: Ann Williams Cass

Title: Executive Director

Subscribed and sworn before me on the 5 day of Nov, 2014,

by Ann Williams Cass, on behalf of Proyecto Azteca

Janie M. Romero
Notary Signature

My commission expires: 10/13/2015

Seal:

JANIE M. ROMERO
Notary Public, State of Texas
My Commission Expires
OCTOBER 13, 2015

AI-54825 Urban County 13. K.

CC - REGULAR

Meeting Date: 06/07/2016

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 professional engineering services;

2. Presentation of the scoring grid for the purposes of ranking by CC of at least three (3) engineering firms from the County's approved "pool" as graded and evaluated by the City of Hidalgo, Urban County Program, and Hidalgo County Purchasing Department, in connection with and funded through Hidalgo County Urban County Program Year 27 (2014) Hidalgo Parks, Recreational Facility Improvement funds.

Professional Service Firm	**Grade**	**Ranked**
Javier Hinojosa Engineering	94.33%	
LNV Engineering	92.67%	
S&B Infrastructure, LTD.	92.33%	

3. Authority to negotiate a professional engineering service contract with the No. 1 ranked firm of_____for the provision of engineering services for an Urban County Program Year 27 (2014) Hidalgo Parks, Recreational Facility Improvements project.

BACKGROUND

Project consists of (a)the purchase and installation of a water splashpad at Hidalgo Memorial Park, including but not limited to professional engineering/architectural services, material testing services, advertisement and related appurtenances as they pertain to project completion.

Funds Available: $273,322.00 2014 Parks, Recreational Facility Improvements

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Fiscal Impact

Attachments

Ranking/Scoring Grid Hidalgo Parks Improvemetns

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	05/31/2016 01:32 PM

Final Approval	Monica Badillo	06/03/2016 05:59 PM
Form Started By: Olga Lerma		Started On: 05/27/2016 04:10 PM
Final Approval Date: 06/03/2016		

City of Hidalgo
Engineering Services
Parks, Recreational Facilities and Improvements
Year 27 (2014)
Grading-Ranking Grid

Criteria	Javier Hinojosa Engineering			LNV Engineering			S&B Infrastructure, LTD.		
	Grader 1	Grader 2	Grader 3	Grader 1	Grader 2	Grader 3	Grader 1	Grader 2	Grader 3
Professional Qualifications of Team	20	20	19	20	20	20	20	20	20
Experience of Project Team	25	25	25	25	25	18	25	25	22
Experience/ Availability of Project Manager	19	20	20	17	20	18	15	20	18
Understanding of Project	24	21	24	22	21	23	22	22	24
Familiarity with Applicable Rules & Regulations	10	4	7	10	9	10	10	4	10
TOTALS	98	90	95	94	95	89	92	91	94
AVERAGES	283 % 3 = 94.33%			278 % 3 = 92.67%			277 %3 = 92.33%		
RATING									

EVALUATION CRITERIA
PROFESSIONAL ENGINEERING SERVICES POOL
RFQ No. 2016-002-02-17-YZV

EXHIBIT "B"

Selection Criteria	Points	Score
1. Professional Qualifications of Project Team (20 pts maximum)		
➢ Registered and licenses to practice in the State of Texas (i.e. certifications/registrations and other pertinent information that demonstrates their qualifications to perform the contract)	10	10
➢ Provides information on proposed professional Team qualifications to perform various types of contracts	5	5
➢ Team members identified in the organizational chart.	5	5
Comments/Rationale For Points:		TOTAL 20
2. Experience of Project Team/Ability to Commit Resources (25 pts maximum)		
➢ Designate engineering staff members in an appendix form	5	5
➢ Identifying the project composition, project leadership, reporting responsibilities	10	10
➢ Experience of engineering staff to completely and efficiently perform the work.	10	10
➢		
Comments/Rationale For Points:		TOTAL 25
3. Methodology/Experience/Availability of Project Manager (20 pts maximum)		
➢ Firm's approach to the methodology and management to the scope of services for the project(s).	5	5
➢ Must be a Professional Engineer registered in the State of Texas and must be included in Appendix	5	5
➢ Project Manager must have five (5) types of projects plus be 85-100 % involvement with technical development of project	10	9
Comments/Rationale For Points:		TOTAL 19
4. Understanding of Project/Similar Projects (25 pts maximum)		
➢ Demonstrate and understanding of the scope of services	5	5
➢ Address appropriate Federal/ State/ Local regulations and policies. Knowledge and experience of working with multiple entities, counties, cities, etc.	5	5
➢ Identify information to be gathered or obtained/proposed approach to complete the scope	5	5
➢ RFQ responsiveness. Response is clear, well organized, easy to evaluate, and appropriate to this RFQ.	5	4
➢ Reference Information including contact persons and telephone numbers.	5	5
Comments/Rationale For Points:		TOTAL 24
5. Familiarity with Applicable Rules and Regulations (10 pts maximum)		
➢ Indicate passed experience of the proposed Firm knowledge of governmental regulations, appropriate codes, guidelines, professional standards and policies	5	5
➢ Must contain a narrative that outlines applicable regulations, guideline, standards, and policies	5	5
Comments/Rationale For Points:		TOTAL 10
Total Score		98

Firm/Participant's Name: JAVIER HINOJOSA ENGINEERING

Evaluator: Robert Segura Department: HIDALGO COUNTY URBAN COUNTY PROGRAM

Project Name: 2014/15 HIDALGO-PARKS, RECREATIONAL FACILITY IMP. Date: May 19, 2016

EVALUATION CRITERIA
PROFESSIONAL ENGINEERING SERVICES POOL
RFQ No. 2016-002-02-17-YZV

EXHIBIT "B"

Selection Criteria	Points	Score
1. Professional Qualifications of Project Team (20 pts maximum)		
➢ Registered and licenses to practice in the State of Texas (i.e. certifications/registrations and other pertinent information that demonstrates their qualifications to perform the contract)	10	10
➢ Provides information on proposed professional Team qualifications to perform various types of contracts	5	5
➢ Team members identified in the organizational chart.	5	5
Comments/Rationale For Points: Meets all criteria		TOTAL 20
2. Experience of Project Team/Ability to Commit Resources (25 pts maximum)		
➢ Designate engineering staff members in an appendix form	5	5
➢ Identifying the project composition, project leadership, reporting responsibilities	10	10
➢ Experience of engineering staff to completely and efficiently perform the work.	10	10
➢		
Comments/Rationale For Points: Meets all criteria		TOTAL 25
3. Methodology/Experience/Availability of Project Manager (20 pts maximum)		
➢ Firm's approach to the methodology and management to the scope of services for the project(s).	5	5
➢ Must be a Professional Engineer registered in the State of Texas and must be included in Appendix	5	5
➢ Project Manager must have five (5) types of projects plus be 85-100 % involvement with technical development of project	10	10
Comments/Rationale For Points: Meets all criteria		TOTAL 20
4. Understanding of Project/Similar Projects (25 pts maximum)		
➢ Demonstrate and understanding of the scope of services	5	5
➢ Address appropriate Federal/ State/ Local regulations and policies. Knowledge and experience of working with multiple entities, counties, cities, etc.	5	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	3
➢ Reference Information including contact persons and telephone numbers.	5	5
Comments/Rationale For Points: Meets most criteria, but must address Applicable regulations requirements and RFQ responsiveness		TOTAL 21
5. Familiarity with Applicable Rules and Regulations (10 pts maximum)		
➢ Indicate passed experience of the proposed Firm knowledge of governmental regulations, appropriate codes, guidelines, professional standards and policies	5	4
➢ Must contain a narrative that outlines applicable regulations, guideline, standards, and policies	5	0
Comments/Rationale For Points: Must include a narrative of Applicable rules and regulations and past experience of such rules and their application.		TOTAL 4
	Total Score	90

Firm/Participant's Name: JAVIER HINOJOSA ENGINEERING

Evaluator: Antonio Barco Department: HIDALGO COUNTY URBAN COUNTY PROGRAM

Project Name: 2014-15 HIDALGO-PARKS, RECREATIONAL FACILITY IMP. Date: 4-26-16

EVALUATION CRITERIA
PROFESSIONAL ENGINEERING SERVICES POOL
RFQ No. 2016-002-02-17-YZV

EXHIBIT "B"

Selection Criteria	Points	Score
1. Professional Qualifications of Project Team (20 pts maximum)		
➢ Registered and licenses to practice in the State of Texas (i.e. certifications/registrations and other pertinent information that demonstrates their qualifications to perform the contract)	10	10
➢ Provides information on proposed professional Team qualifications to perform various types of contracts	5	4
➢ Team members identified in the organizational chart.	5	5
Comments/Rationale For Points: Has adequate qualfied staff		TOTAL 19
2. Experience of Project Team/Ability to Commit Resources (25 pts maximum)		
➢ Designate engineering staff members in an appendix form	5	5
➢ Identifying the project composition, project leadership, reporting responsibilities	10	10
➢ Experience of engineering staff to completely and efficiently perform the work.	10	10
➢		
Comments/Rationale For Points: Firm meets criteria		TOTAL 25
3. Methodology/Experience/Availability of Project Manager (20 pts maximum)		
➢ Firm's approach to the methodology and management to the scope of services for the project(s).	5	5
➢ Must be a Professional Engineer registered in the State of Texas and must be included in Appendix	5	5
➢ Project Manager must have five (5) types of projects plus be 85-100 % involvement with technical development of project	10	10
Comments/Rationale For Points: Meets all criteriz		TOTAL 20
4. Understanding of Project/Similar Projects (25 pts maximum)		
➢ Demonstrate and understanding of the scope of services	5	5
➢ Address appropriate Federal/ State/ Local regulations and policies. Knowledge and experience of working with multiple entities, counties, cities, etc.	5	4
➢ 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
➢ Reference Information including contact persons and telephone numbers.	5	5
Comments/Rationale For Points:		TOTAL 24
5. Familiarity with Applicable Rules and Regulations (10 pts maximum)		
➢ Indicate passed experience of the proposed Firm knowledge of governmental regulations, appropriate codes, guidelines, professional standards and policies	5	4
➢ Must contain a narrative that outlines applicable regulations, guideline, standards, and policies	5	3
Comments/Rationale For Points: Does not properly address past experience/knowledge of governmental rules		TOTAL 7
Total Score		95

Firm/Participant's Name: Javier Hinojosa Engineering

Evaluator: _____ Department: Purchasing

Project Name: Hidalgo Parks, Recreational Facilities Date: May 06, 2016

EVALUATION CRITERIA
PROFESSIONAL ENGINEERING SERVICES POOL
RFQ No. 2016-002-02-17-YZV

EXHIBIT "B"

Selection Criteria	Points	Score
1. Professional Qualifications of Project Team (20 pts maximum)		
➢ Registered and licenses to practice in the State of Texas (i.e. certifications/registrations and other pertinent information that demonstrates their qualifications to perform the contract)	10	10
➢ Provides information on proposed professional Team qualifications to perform various types of contracts	5	5
➢ Team members identified in the organizational chart.	5	5
Comments/Rationale For Points:		TOTAL 20
2. Experience of Project Team/Ability to Commit Resources (25 pts maximum)		
➢ Designate engineering staff members in an appendix form	5	5
➢ Identifying the project composition, project leadership, reporting responsibilities	10	10
➢ Experience of engineering staff to completely and efficiently perform the work.	10	10
➢		
Comments/Rationale For Points:		TOTAL 25
3. Methodology/Experience/Availability of Project Manager (20 pts maximum)		
➢ Firm's approach to the methodology and management to the scope of services for the project(s).	5	4
➢ Must be a Professional Engineer registered in the State of Texas and must be included in Appendix	5	5
➢ Project Manager must have five (5) types of projects plus be 85-100 % involvement with technical development of project	10	8
Comments/Rationale For Points:		TOTAL 17
4. Understanding of Project/Similar Projects (25 pts maximum)		
➢ Demonstrate and understanding of the scope of services	5	4
➢ 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	3
➢ Reference Information including contact persons and telephone numbers.	5	5
Comments/Rationale For Points:		TOTAL 22
5. Familiarity with Applicable Rules and Regulations (10 pts maximum)		
➢ Indicate passed experience of the proposed Firm knowledge of governmental regulations, appropriate codes, guidelines, professional standards and policies	5	5
➢ Must contain a narrative that outlines applicable regulations, guideline, standards, and policies	5	5
Comments/Rationale For Points:		TOTAL 10
Total Score		94

Firm/Participant's Name: LNV

Evaluator: [signature] Department: HIDALGO COUNTY URBAN COUNTY PROGRAM

Project Name: 2014-15 HIDALGO-PARKS, RECREATIONAL FACILITY IMP. Date: 5-19-16

EVALUATION CRITERIA
PROFESSIONAL ENGINEERING SERVICES POOL
RFQ No. 2016-002-02-17-YZV

EXHIBIT "B"

Selection Criteria	Points	Score
1. Professional Qualifications of Project Team (20 pts maximum)		
➢ Registered and licenses to practice in the State of Texas (i.e. certifications/registrations and other pertinent information that demonstrates their qualifications to perform the contract)	10	10
➢ Provides information on proposed professional Team qualifications to perform various types of contracts	5	5
➢ Team members identified in the organizational chart.	5	5
Comments/Rationale For Points: Meets all criteria		TOTAL 20
2. Experience of Project Team/Ability to Commit Resources (25 pts maximum)		
➢ Designate engineering staff members in an appendix form	5	5
➢ Identifying the project composition, project leadership, reporting responsibilities	10	10
➢ Experience of engineering staff to completely and efficiently perform the work.	10	10
➢		
Comments/Rationale For Points: Meets all criteria		TOTAL 25
3. Methodology/Experience/Availability of Project Manager (20 pts maximum)		
➢ Firm's approach to the methodology and management to the scope of services for the project(s).	5	5
➢ Must be a Professional Engineer registered in the State of Texas and must be included in Appendix	5	5
➢ Project Manager must have five (5) types of projects plus be 85-100 % involvement with technical development of project	10	10
Comments/Rationale For Points: Meets all criteria		TOTAL 20
4. Understanding of Project/Similar Projects (25 pts maximum)		
➢ Demonstrate and understanding of the scope of services	5	5
➢ Address appropriate Federal/ State/ Local regulations and policies. Knowledge and experience of working with multiple entities, counties, cities, etc.	5	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
➢ Reference Information including contact persons and telephone numbers.	5	4
Comments/Rationale For Points: Meets most criteria		TOTAL 21
5. Familiarity with Applicable Rules and Regulations (10 pts maximum)		
➢ Indicate passed experience of the proposed Firm knowledge of governmental regulations, appropriate codes, guidelines, professional standards and policies	5	5
➢ Must contain a narrative that outlines applicable regulations, guideline, standards, and policies	5	4
Comments/Rationale For Points: Meets Criteria, needs to elaborate on Applicable regulations narrative		TOTAL 9
	Total Score	95

Firm/Participant's Name: LNV

Evaluator: Antonio Barco Department: HIDALGO COUNTY URBAN COUNTY PROGRAM

Project Name: 2014-15 HIDALGO-PARKS, RECREATIONAL FACILITY IMP. Date: 4-26-16

EVALUATION CRITERIA
PROFESSIONAL ENGINEERING SERVICES POOL
RFQ No. 2016-002-02-17-YZV

EXHIBIT "B"

Selection Criteria	Points	Score
1. Professional Qualifications of Project Team (20 pts maximum)		
➢ Registered and licenses to practice in the State of Texas (i.e. certifications/registrations and other pertinent information that demonstrates their qualifications to perform the contract)	10	10
➢ Provides information on proposed professional Team qualifications to perform various types of contracts	5	5
➢ Team members identified in the organizational chart.	5	5
Comments/Rationale For Points:		TOTAL 20
2. Experience of Project Team/Ability to Commit Resources (25 pts maximum)		
➢ Designate engineering staff members in an appendix form	5	5
➢ Identifying the project composition, project leadership, reporting responsibilities	10	5
➢ Experience of engineering staff to completely and efficiently perform the work.	10	8
➢		
Comments/Rationale For Points: Met general criteria		TOTAL 18
3. Methodology/Experience/Availability of Project Manager (20 pts maximum)		
➢ Firm's approach to the methodology and management to the scope of services for the project(s).	5	5
➢ Must be a Professional Engineer registered in the State of Texas and must be included in Appendix	5	5
➢ Project Manager must have five (5) types of projects plus be 85-100 % involvement with technical development of project	10	8
Comments/Rationale For Points: Meets criteria		TOTAL 18
4. Understanding of Project/Similar Projects (25 pts maximum)		
➢ Demonstrate and understanding of the scope of services	5	3
➢ 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
➢ Reference information including contact persons and telephone numbers.	5	5
Comments/Rationale For Points: Meets general criteria. Did not list any similar projects		TOTAL 23
5. Familiarity with Applicable Rules and Regulations (10 pts maximum)		
➢ Indicate passed experience of the proposed Firm knowledge of governmental regulations, appropriate codes, guidelines, professional standards and policies	5	5
➢ Must contain a narrative that outlines applicable regulations, guideline, standards, and policies	5	5
Comments/Rationale For Points: Meets criteria		TOTAL 10
Total Score		89

Firm/Participant's Name: LNV Engineering

Evaluator: _____ Department: Purchasing

Project Name: Hidalgo Parks, Recreational Facilities Date: May 06, 2016

EVALUATION CRITERIA
PROFESSIONAL ENGINEERING SERVICES POOL
RFQ No. 2016-002-02-17-YZV

EXHIBIT "B"

Selection Criteria	Points	Score
1. Professional Qualifications of Project Team (20 pts maximum)		
➢ Registered and licenses to practice in the State of Texas (i.e. certifications/registrations and other pertinent information that demonstrates their qualifications to perform the contract)	10	10
➢ Provides information on proposed professional Team qualifications to perform various types of contracts	5	5
➢ Team members identified in the organizational chart.	5	5
Comments/Rationale For Points:		TOTAL 20
2. Experience of Project Team/Ability to Commit Resources (25 pts maximum)		
➢ Designate engineering staff members in an appendix form	5	5
➢ Identifying the project composition, project leadership, reporting responsibilities	10	10
➢ Experience of engineering staff to completely and efficiently perform the work.	10	10
➢		
Comments/Rationale For Points:		TOTAL 25
3. Methodology/Experience/Availability of Project Manager (20 pts maximum)		
➢ Firm's approach to the methodology and management to the scope of services for the project(s).	5	3
➢ Must be a Professional Engineer registered in the State of Texas and must be included in Appendix	5	5
➢ Project Manager must have five (5) types of projects plus be 85-100 % involvement with technical development of project	10	7
Comments/Rationale For Points:		TOTAL 15
4. Understanding of Project/Similar Projects (25 pts maximum)		
➢ Demonstrate and understanding of the scope of services	5	4
➢ 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	3
➢ Reference Information including contact persons and telephone numbers.	5	5
Comments/Rationale For Points:		TOTAL 22
5. Familiarity with Applicable Rules and Regulations (10 pts maximum)		
➢ Indicate passed experience of the proposed Firm knowledge of governmental regulations, appropriate codes, guidelines, professional standards and policies	5	5
➢ Must contain a narrative that outlines applicable regulations, guideline, standards, and policies	5	5
Comments/Rationale For Points:		TOTAL 10
Total Score		92

Firm/Participant's Name: S&B INFRASTRUCTURE, LTD

Evaluator: _____ 5-19-16 Department: HIDALGO COUNTY URBAN COUNTY PROGRAM

Project Name: 2014-15 HIDALGO-PARKS, RECREATIONAL FACILITY IMP. Date: _____

EVALUATION CRITERIA
PROFESSIONAL ENGINEERING SERVICES POOL
RFQ No. 2016-002-02-17-YZV

EXHIBIT "B"

Selection Criteria	Points	Score
1. Professional Qualifications of Project Team (20 pts maximum)		
➢ Registered and licenses to practice in the State of Texas (i.e. certifications/registrations and other pertinent information that demonstrates their qualifications to perform the contract)	10	10
➢ Provides information on proposed professional Team qualifications to perform various types of contracts	5	5
➢ Team members identified in the organizational chart.	5	5
Comments/Rationale For Points: Meets all criteria		TOTAL 20
2. Experience of Project Team/Ability to Commit Resources (25 pts maximum)		
➢ Designate engineering staff members in an appendix form	5	5
➢ Identifying the project composition, project leadership, reporting responsibilities	10	10
➢ Experience of engineering staff to completely and efficiently perform the work.	10	10
➢		
Comments/Rationale For Points: Meets all criteria		TOTAL 25
3. Methodology/Experience/Availability of Project Manager (20 pts maximum)		
➢ Firm's approach to the methodology and management to the scope of services for the project(s).	5	5
➢ Must be a Professional Engineer registered in the State of Texas and must be included in Appendix	5	5
➢ Project Manager must have five (5) types of projects plus be 85-100 % involvement with technical development of project	10	10
Comments/Rationale For Points: Meets all criteria		TOTAL 20
4. Understanding of Project/Similar Projects (25 pts maximum)		
➢ Demonstrate and understanding of the scope of services	5	5
➢ Address appropriate Federal/ State/ Local regulations and policies. Knowledge and experience of working with multiple entities, counties, cities, etc.	5	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
➢ Reference Information including contact persons and telephone numbers.	5	5
Comments/Rationale For Points: Meets, Most criteria, but must address Applicable rules and regulations, more RFQ responsive		TOTAL 22
5. Familiarity with Applicable Rules and Regulations (10 pts maximum)		
➢ Indicate passed experience of the proposed Firm knowledge of governmental regulations, appropriate codes, guidelines, professional standards and policies	5	4
➢ Must contain a narrative that outlines applicable regulations, guideline, standards, and policies	5	0
Comments/Rationale For Points: Must elaborate on Applicable rules and regulations and include a narrative of Applicable rules and regulations		TOTAL 4
	Total Score	91

Firm/Participant's Name: S&B INFRASTRUCTURE, LTD

Evaluator: Antonio Saenz Department: HIDALGO COUNTY URBAN COUNTY PROGRAM

Project Name: 2014-15 HIDALGO-PARKS, RECREATIONAL FACILITY IMP. Date: April 26, 2016

EVALUATION CRITERIA
PROFESSIONAL ENGINEERING SERVICES POOL
RFQ No. 2016-002-02-17-YZV

EXHIBIT "B"

Selection Criteria	Points	Score
1. Professional Qualifications of Project Team (20 pts maximum)		
➢ Registered and licenses to practice in the State of Texas (i.e. certifications/registrations and other pertinent information that demonstrates their qualifications to perform the contract)	10	10
➢ Provides information on proposed professional Team qualifications to perform various types of contracts	5	5
➢ Team members identified in the organizational chart.	5	5
Comments/Rationale For Points: Numerous qualified/certified engineers		TOTAL 20
2. Experience of Project Team/Ability to Commit Resources (25 pts maximum)		
➢ Designate engineering staff members in an appendix form	5	4
➢ Identifying the project composition, project leadership, reporting responsibilities	10	10
➢ Experience of engineering staff to completely and efficiently perform the work.	10	8
➢		
Comments/Rationale For Points: Engineers listed-however none of project listed similar to Project being evaluated		TOTAL 22
3. Methodology/Experience/Availability of Project Manager (20 pts maximum)		
➢ Firm's approach to the methodology and management to the scope of services for the project(s).	5	4
➢ Must be a Professional Engineer registered in the State of Texas and must be included in Appendix	5	5
➢ Project Manager must have five (5) types of projects plus be 85-100 % involvement with technical development of project	10	9
Comments/Rationale For Points: Project Manager w/experience in numerous projects, however, none similar to Project being evaluated		TOTAL 18
4. Understanding of Project/Similar Projects (25 pts maximum)		
➢ Demonstrate and understanding of the scope of services	5	4
➢ 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
➢ Reference Information including contact persons and telephone numbers.	5	5
Comments/Rationale For Points: Firm demonstrates understanding of governmental projects		TOTAL 24
5. Familiarity with Applicable Rules and Regulations (10 pts maximum)		
➢ Indicate passed experience of the proposed Firm knowledge of governmental regulations, appropriate codes, guidelines, professional standards and policies	5	5
➢ Must contain a narrative that outlines applicable regulations, guideline, standards, and policies	5	5
Comments/Rationale For Points: Firms shows knowledge/experience w/complying with required laws & reg.		TOTAL 10
Total Score		94

Firm/Participant's Name: S & B Infrastructure, LTD

Evaluator: _____ Department: Purchasing

Project Name: Hidalgo Parks, Recreational Facilites Date: 05/06/2016

Fiscal year thru period ending 05/31/2016

35

Description	Month to date	Year to date	Ytd encumbrnce	Annual budget	Annual var	% used
5007 35 0306 5125 3501						
THE MONITOR	.00	329.63	.00	329.63	.00	100.0%
5007 35 0306 5325 3502						
PARK PLACE RECREATION DESIGN	.00	84,691.00	.00	84,691.00	.00	100.0%
5009 35 0306 5125 3503						
URBAN COUNTY PROGRAM	.00	366.60	.00	366.60	.00	100.0%
5009 35 0306 5125 3504						
THE MONITOR	.00	747.50	.00	747.50	.00	100.0%
5009 35 0306 5325 3502						
PARK PLACE RECREATION DESIGN	.00	111,714.00	.00	111,714.00	.00	100.0%
5014 35 0306 5000 3500						
PARKS, RECREATIONAL FACILITIES	.00	.00	.00	273,322.00	273,322.00	.0%
5015 35 0306 5000 3500						
PARKS, RECREATIONAL FACILITIES	.00	.00	.00	252,727.00	252,727.00	.0%
5095 35 0306 5125 3503						
THE MONITOR	.00	283.50	.00	283.50	.00	100.0%
5095 35 0306 5200 3511						
WILLIAMSON CONSTRUCTION	.00	2,716.50	.00	2,716.50	.00	100.0%
5096 35 0306 5100 3510						
NOE GARZA ENGINEERS-VALLE ALTO	.00	53,664.00	.00	53,664.00	.00	100.0%
5096 35 0306 5200 3511						
WILLIAMSON CONSTRUCTION	.00	119,176.69	.00	119,176.69	.00	100.0%
5098 35 0306 5125 3501						
THE MONITOR	.00	204.75	.00	204.75	.00	100.0%
5098 35 0306 5300 3511						
CITY OF HIDALGO	.00	45.03	.00	45.03	.00	100.0%
5098 35 0306 5325 3502						
MIRACLE RECREATION EQUIPMENT	.00	24,896.00	.00	24,896.00	.00	100.0%
5098 35 0306 5325 3503						
PARK PLACE RECREATION DESIGNS	.00	7,065.00	.00	7,065.00	.00	100.0%
5098 35 0306 5325 3511						
CITY OF HIDALGO	.00	640.60	.00	640.60	.00	100.0%
5098 35 0306 5335 3511						
CITY OF HIDALGO	.00	170.00	.00	170.00	.00	100.0%
5098 35 0306 5452 3511						
CITY OF HIDALGO	.00	7,096.22	.00	7,096.22	.00	100.0%
5098 35 0306 5700 3511						
CITY OF HIDALGO	.00	137.78	.00	137.78	.00	100.0%
5099 35 0306 5100 3510						
NOE GARZA ENGINEERS INC	.00	6,000.00	.00	6,000.00	.00	100.0%
5099 35 0306 5125 3501						
THE MONITOR	.00	784.50	.00	784.50	.00	100.0%
5099 35 0306 5200 3511						
CITY OF HIDALGO	.00	25,694.53	.00	25,694.53	.00	100.0%
5099 35 0306 5300 3511						
CITY OF HIDALGO	.00	2,750.75	.00	2,750.75	.00	100.0%

AI-54773 Urban County 13. L.

CC - REGULAR

Meeting Date: 06/07/2016

Submitted For: Olga Lerma, URBAN COUNTY Submitted By: Olga Lerma, URBAN COUNTY

Department: URBAN COUNTY

Information

CAPTION

Subject to Compliance with HB 1295, when and if Applicable, the Urban County Program on behalf of the City of San Juan, is requesting consideration and action to award and enter into a construction contract with O.M.T. Utilities in the amount of $193,600.00. UCP funds in Year 27 (2014) Water/Sewer Improvement line item will be utilized.

BACKGROUND

The bid opening was held on May 11, 2016 and the lowest responsible bidder meeting all specifications and/or requirements is O.M.T. Utilities. The project consists of the installation of an 8-inch sanitary sewer line and all related appurtenances as they pertain to project completion to alleyways between 3rd Street and Railroad Street and Alley between Kansas Avenue and Wyoming Avenue. Please see attached letter of recommendation by the project engineer and contractor's general liability insurance. Project engineering firm is Cruz-Hogan Consultants, Inc.

Contractor: O.M.T. Utilities

Contract Amount: $193,600.00

Available Funds: $250,201.72- 2014 San Juan W/S Improvemet

Fiscal Impact

Attachments

contract with O.M.T. Utilities water/sewer improvement

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	05/31/2016 01:29 PM
Final Approval	Monica Badillo	06/03/2016 05:59 PM

Form Started By: Olga Lerma Started On: 05/23/2016 09:04 AM

Final Approval Date: 06/03/2016

CRUZ-HOGAN *Consultants, Inc.*

ENGINEERS | PLANNERS | CONSULTANTS

Harlingen | McAllen

TBPE Firm Reg No. F-4860

RECEIVED

MAY 18 2016

URBAN COUNTY PROGRAM

May 17, 2016

Diana Serna
Director
County of Hidalgo - Urban County Program
427 E. Duranta Avenue, Suite 107
Alamo, Texas 78516

Re: Letter of Recommendation
Urban County Program No.: 5014-75-0311-5000-7500-UCP-GVG
2014 Water/Sewer Improvements Project
(3rd St., Railroad St., Kansas Ave. & Wyoming Ave.)
City of San Juan, Texas

Dear Ms. Serna:

We have reviewed the eight (8) bids received May 11, 2016, for the 2014 Water/Sewer Improvements Project (3rd St., Railroad St., Kansas Ave. & Wyoming Ave.) in the City of San Juan, Texas. Enclosed you will find an itemized bid tabulation sheet for your review.

The low base bid submitted by O.M.T. Utilities, from Weslaco, Texas in the amount of $193,600.00 has been reviewed and appears to be in order. We recommend the low bid submitted by O.M.T. Utilities be accepted and a contract be awarded in the amount of $193,600.00. The estimated cost of the project was approximately $238,000.00.

If you have any questions, please feel free to contact me at (956) 682-5022.

Sincerely,

Ronnie Cruz, P.E., CFM
Vice President

RC/cr

Enclosure

cc: Guadalupe V. Garcia, Urban County *via E-mail: guadalupe.garcia@co.hidalgo.tx.us*
Benjamin Arojona, City of San Juan *via E-mail: barjona@cityofsanjuantexas.com*
Luis Reyes III, O.M.T. Utilities *via E-mail: luisreyes034@yahoo.com*

HIDALGO COUNTY PURCHASING DEPARTMENT
BID TABULATION SHEET

DEPARTMENT NAME: HIDALGO COUNTY – URBAN COUNTY PROGRAM

BID OPENING DATE: May 11,2016	**BID OPENING TIME: 9:30 A.M.**

DESCRIPTION OF BID: "San Juan – 2014 Water/Sewer Improvements Project"

BID NO.: 5014-75-0310-5000-7500-UCP-GVG	**PROCURMENT SPECIALIST:**

BID # RFB#	NAME OF COMPANY	ADDENDUM #1	TOTAL PRICE	BID BOND OR CHECK INCLUDED
#1	Venser Contractors, LLC	Acknowledged	$235,353.56	Bid Bond Included
#2	PEGA JPS Utilities, LLC	Acknowledged	$266,800.00	Bid Bond Included
#3	IOC Company, LLC	Acknowledged	$256,100.00	Bid Bond Included
#4	Saenz Utility Contractors, LLC	Acknowledged	$215,605.80	Bid Bond Included
#5	The 5125 Company	Acknowledged	$276,725.00	Bid Bond Included
#6	RDH Site and Concrete, LLC	Acknowledged	$198,068.00	Bid Bond Included
#7	Jimmy Closner & Sons Construction Co., Inc.	Acknowledged	$373,850.00	Bid Bond Included
#8	O.M.T. Utilities	Acknowledged	$193,600.00	Bid Bond Included

***TYPED AS READ AT BID OPENING, AMOUNTS NOT VERIFIED/CALCULATED**

ITEMIZED BID TABULATION SHEET

CITY OF SAN JUAN
2014 Water/Sewer Improvements Project
(3rd St., Railroad St., Kansas Ave. and Wyoming Ave.)
Urban County Bid No. 5014-75-0311-5000-7500-UCP-GVG

				O.M.T. Utilities		RDH Site and Concrete, LLC		Saenz Utility Contractors, LLC		Venser Contractors, LLC		IOC Company, LLC		PEGA JPS Utilities, LLC		The 5125 Company		Jimmy Closner & Sons Construction Co., Inc.	
Item No.	Item Description	Unit	Est. Qty.	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total
BASE BID																			
1	8" SDR – 26 Sanitary Sewer Line (5' – 10' Depth). To include excavation, dewatering, sand/gravel bedding, backfill and etc. All complete, in place.	LF	2,600	$26.00	$67,600.00	$38.38	$99,788.00	$28.25	$73,450.00	$30.00	$78,000.00	$30.00	$78,000.00	$45.00	$117,000.00	$60.00	$156,000.00	$85.00	$221,000.00
2	4-Foot Diameter Fiberglass Sanitary Sewer Manhole (5' – 10' Depth). To include concrete base, ring and cover, dewatering, etc. All complete, in place.	EA	7	$7,000.00	$49,000.00	$5,500.00	$38,500.00	$3,750.75	$26,255.25	$4,500.00	$31,500.00	$4,250.00	$29,750.00	$3,500.00	$24,500.00	$4,500.00	$31,500.00	$4,500.00	$31,500.00
3	4" Single Service Connection. To include 8" x 4" wye, DR-26 160 psi PVC pipe, Bends, and connection to existing service connection. All complete, in place.	EA	80	$250.00	$20,000.00	$300.00	$24,000.00	$610.95	$48,876.00	$850.00	$68,000.00	$600.00	$48,000.00	$800.00	$64,000.00	$500.00	$40,000.00	$750.00	$60,000.00
4	6" Clean-out Assembly. To include 2' x 2' x 6" Concrete Ring. All complete, in place.	EA	1	$500.00	$500.00	$2,000.00	$2,000.00	$174.50	$174.50	$750.00	$750.00	$1,250.00	$1,250.00	$650.00	$650.00	$1,500.00	$1,500.00	$700.00	$700.00
5	Tie proposed 8" SDR-26 Sanitary Sewer Line into Existing Manhole. All complete, in place.	EA	1	$1,500.00	$1,500.00	$3,000.00	$3,000.00	$598.75	$598.75	$2,500.00	$2,500.00	$6,000.00	$6,000.00	$2,500.00	$2,500.00	$1,500.00	$1,500.00	$1,800.00	$1,800.00
6	Cut Sewer Line from Existing Manhole. Plug sewer line with concrete. All complete, in place.	EA	2	$1,500.00	$3,000.00	$2,500.00	$5,000.00	$1,575.90	$3,151.80	$450.22	$900.44	$2,500.00	$5,000.00	$1,500.00	$3,000.00	$1,000.00	$2,000.00	$1,700.00	$3,400.00
7	Remove Existing Manhole. Excavate and remove 4 feet below natural ground and fill with sand. Plug Lines with Concrete. All complete, in place.	EA	4	$2,000.00	$8,000.00	$300.00	$1,200.00	$1,599.50	$6,398.00	$999.53	$3,998.12	$2,800.00	$11,200.00	$1,500.00	$6,000.00	$500.00	$2,000.00	$700.00	$2,800.00
8	Remove and Replace Existing 18" Valley Gutter. To include joints, saw cutting and reinforcing. All complete, in place.	LF	40	$37.50	$1,500.00	$15.00	$600.00	$57.75	$2,310.00	$20.00	$800.00	$130.00	$5,200.00	$85.00	$3,400.00	$30.00	$1,200.00	$25.00	$1,000.00
9	Remove and Replace Existing 18" Curb & Gutter. To include joints, saw cutting and reinforcing. All complete, in place.	LF	20	$50.00	$1,000.00	$15.00	$300.00	$50.00	$1,000.00	$15.00	$300.00	$110.00	$2,200.00	$25.00	$500.00	$30.00	$600.00	$25.00	$500.00
10	Remove and Replace Existing 6' Valley Gutter. To include joints, saw cutting, curb & gutter and reinforcing. All complete, in place.	LF	130	$38.46	$5,000.00	$12.00	$1,560.00	$40.50	$5,265.00	$58.50	$7,605.00	$80.00	$10,400.00	$65.00	$8,450.00	$50.00	$6,500.00	$45.00	$5,850.00
11	Repair of Existing Asphalt Pavement. To include 8" caliche base, 2" asphalt paving, etc. All complete, in place	SY	400	$18.00	$7,200.00	$9.00	$3,600.00	$30.05	$12,020.00	$48.00	$19,200.00	$40.00	$16,000.00	$35.00	$14,000.00	$30.00	$12,000.00	$30.00	$12,000.00

ITEMIZED BID TABULATION SHEET

CITY OF SAN JUAN
2014 Water/Sewer Improvements Project
(3rd St., Railroad St., Kansas Ave. and Wyoming Ave.)
Urban County Bid No. 5014-75-0311-5000-7500-UCP-GVG

Item No.	Item Description	Unit	Est. Qty.	O.M.T. Utilities		RDH Site and Concrete, LLC		Saenz Utility Contractors, LLC		Venser Contractors, LLC		IOC Company, LLC		PEGA JPS Utilities, LLC		The 5125 Company		Jimmy Closner & Sons Construction Co., Inc.	
				Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total
12	Remove & Replace Existing Concrete Driveway. To include 4" thick concrete, reinforcing steel, saw cutting, and etc. All complete, in place.	SY	60	$240.00	$14,400.00	$32.00	$1,920.00	$150.75	$9,045.00	$55.00	$3,300.00	$110.00	$6,600.00	$55.00	$3,300.00	$75.00	$4,500.00	$80.00	$4,800.00
13	Adjust Existing 6" Water Line. To include 6" Waterline C-900 DR 18 PVC, Fittings, Excavation, etc. All complete, in place.	LS	1	$1,500.00	$1,500.00	$5,000.00	$5,000.00	$3,575.50	$3,575.50	$2,500.00	$2,500.00	$5,500.00	$5,500.00	$2,950.00	$2,950.00	$2,400.00	$2,400.00	$5,200.00	$5,200.00
14	Trench Safety for Sewer Line Construction. To include preparation of Trench Safety Plan. All complete, in place.	LF	2,600	$1.50	$3,900.00	$3.00	$7,800.00	$1.50	$3,900.00	$2.00	$5,200.00	$1.00	$2,600.00	$2.00	$5,200.00	$1.00	$2,600.00	$1.00	$2,600.00
15	Construction Surveying for Sewer Line Installation. All complete.	LS	1	$5,000.00	$5,000.00	$800.00	$800.00	$2,586.00	$2,586.00	$500.00	$500.00	$8,200.00	$8,200.00	$5,000.00	$5,000.00	$4,575.00	$4,575.00	$1,800.00	$1,800.00
16	Traffic Control to include Barricades, Signs, Detours, & Traffic Handling as per TXDot Manual of Uniform Traffic Control Devices, Latest Edition.	MO	3	$1,000.00	$3,000.00	$500.00	$1,500.00	$5,000.00	$15,000.00	$2,500.00	$7,500.00	$3,500.00	$10,500.00	$950.00	$2,850.00	$950.00	$2,850.00	$4,500.00	$13,500.00
17	Soil Erosion and Sediment Control. To include the development, implementation and maintenance of a storm water pollution prevention plan (SWP3) all in accordance with State and Federal Regulations, submission of Notice of Intent (NOI) and Submission of Notice of Termination (NOT). All complete, in place.	LS	1	$1,500.00	$1,500.00	$1,500.00	$1,500.00	$2,000.00	$2,000.00	$2,800.00	$2,800.00	$9,700.00	$9,700.00	$3,500.00	$3,500.00	$5,000.00	$5,000.00	$5,400.00	$5,400.00
TOTAL PROJECT BID AMOUNT					**$193,600.00**		**$198,068.00**		**$215,605.80**		**$235,353.56**		**$256,100.00**		**$266,800.00**		**$276,725.00**		**$373,850.00**

CONSTRUCTION CONTRACT

This Agreement entered into this 7TH **day of June, 2016** 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 **O.M.T. Utilities (a Texas Limited Liability Company)** of **Weslaco,** 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: **2014-San Juan Water & Sewer Improvements Project**

PROJECT NO.: **5014-75-0311-5000-7500-UCP-GVG**

PROJECT DESCRIPTION: **WATER/SEWER IMPROVEMENTS**

heinafter called the project, for the sum of **($193,600.00) – One Hundred Ninety-three Thousand, Six Hundred 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 **Cruz-Hogan Consultants, Inc.** and as enumerated in Paragraph 1 of the Supplemental General Conditions, all of which are made a part hereof and collectively evidence and constitute the contract.

The CONTRACTOR hereby agrees to commence work under this contract on or after a date to be specified in a written "Notice to Proceed" of the OWNER and to fully complete the project within **(120) One Hundred Twenty** consecutive calendar days thereafter. The CONTRACTOR further agrees to pay, as liquidated damages, the sum of **($200.00) Two 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.

Luis Reyes, Owner
O.M.T. Utilites

Name of Firm: O.M.T. Utilites
Address: 1906 S. Pleasentview
Weslaco, Texas 78596

Federal I.D./S.S.: 74-3018467

STATE OF TEXAS

COUNTY OF HIDALGO

This instrument was acknowledged before me on this the _____ day of _____, 2016,

by **Luis Reyes**, **Owner** of and on behalf of **O.M.T. Utilities,**
(name) (title) (a limited liability 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: 4/28/2016

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:
2016-58029

Date Filed:
05/18/2016

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
OMT Utilities
weslaco, TX United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.
Hidalgo County Urban County Program

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.
5014-75-0311-5000-7500
W & S Imp.

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary

5 Check only if there is NO Interested Party. [X]

6 AFFIDAVIT

I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.

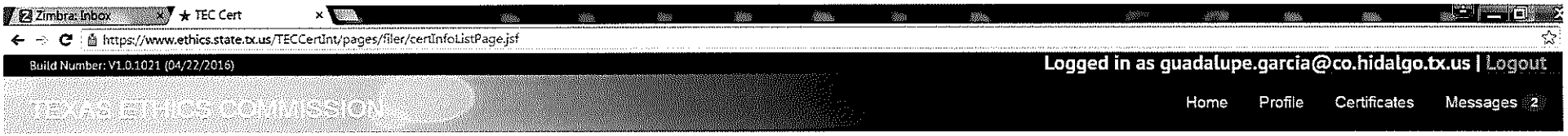
GUADALUPE V GARCIA
My Commission Expires
July 24, 2018

Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said Luis Reyes, III, this the 19th day of May, 20 16, to certify which, witness my hand and seal of office.

Signature of officer administering oath	Printed name of officer administering oath	Title of officer administering oath
	Guadalupe V. Garcia	Notary Public.



Completed Certificates

What is this?

Certificate Number	Contract ID #	Business Entity	Date Completed	Certificate Status	Acknowledged Date	Action
2016-58029	5014-75-0311-5000-7500	OMT Utilities	05/18/2016	Acknowledged	05/18/2016	Print
2016-45676	5010-30-0306-5000-3000	Exerplay, Inc	04/26/2016	Acknowledged	04/27/2016	Print
2016-45423	5010-30-0306-50000-3000	South Texas School Furniture (a division of Lavaca County Office Supply, Inc.)	04/26/2016	Acknowledged	04/27/2016	Print
2016-34973	5015-40-0315-5000-4000	TCG Investments LLC dba The Cambridge Group	04/04/2016	Acknowledged	04/05/2016	Print
2016-25978	5014/15-55-0306-5000-9100-UCP-	SAMES, Inc.	03/14/2016	Acknowledged	03/14/2016	Print
2016-19126	501213141530030650003000UPCGVG	JCON Construction LLC	02/26/2016	Acknowledged	03/09/2016	Print
2016-11682	5014-60-0311-5000-6000-UCP-GVG	South Texas Infrastructure Group, L.L.C.	02/10/2016	Acknowledged	02/10/2016	Print

(1 of 1) 1 10

Form **W-9**
(Rev. November 2005)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Give form to the requester. Do not send to the IRS.

Print or type
See Specific Instructions on page 2.

Name (as shown on your income tax return)
Luis Reyes III

Business name, if different from above
O.M.T. Utilities

Check appropriate box: ☐ Individual/ Sole proprietor ☐ Corporation ☐ Partnership ☒ Other ▶ ☐ Exempt from backup withholding

Address (number, street, and apt. or suite no.)
1906 S. Pleasanton

Requester's name and address (optional)

City, state, and ZIP code
Laredo, TX. 78596

List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number
4 1 5 0 3 7 2 7 4 0

or

Employer identification number
7 4 3 0 1 8 4 6 7

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. person (including a U.S. resident alien).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. (See the instructions on page 4.)

Sign Here Signature of U.S. person ▶ L. Reyes Date ▶ 5/19/2016

Purpose of Form

A person who is required to file an information return with the IRS, must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

U.S. person. Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee.

In 3 above, if applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

For federal tax purposes, you are considered a person if you are:

- An individual who is a citizen or resident of the United States,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States, or
- Any estate (other than a foreign estate) or trust. See Regulations sections 301.7701-6(a) and 7(a) for additional information.

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,

Certification
Regarding Debarment, Suspension and Ineligibility

As is required by the Federal Regulations Implementing Executive Order 12549, Debarment and Suspension, 45 CFR Part 76, Government-wide Debarment and Suspension, the applicant certifies, to the best of his or her knowledge and belief, that both it and its principals:

a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency;

b. Have not within a three-year period preceding this bid proposal and/or application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction, violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

c. Are not presently indicted for or otherwise criminally or civilly charged by a government entity with commission of any of the offenses enumerated herein; and

d. Have not within a three-year period preceding this bid proposal and/or application had one or more public transactions terminated for cause or default.

Signature: Luis Reyes III
Print Name: Luis Reyes III
Title: Owner
DUNS No. : 046235860
Telephone Number: 956-778-0140
Date: 5-19-2016

If the bidder is unable to certify to all of the statements in this Certification, such bidder should attach an explanation to this proposal.

****************************UCP STAFF ONLY***************************

VERIFICATION

DATE VERIFIED ON SAM: 5-19-16

HAS ACTIVE EXCLUSIONS? _____**YES** ___✓___**NO**

UCP COORDINATOR NAME: Guadalupe V. Garza

UCP COORDINATOR SIGNATURE: G Garza

USER NAME PASSWORD LOG IN

Forgot Username? Forgot Password?

Create an Account

Search Results

Notice: This printed document represents only the first page of your SAM search results. More results may be available. To print your complete search results, you can download the PDF and print it.

No records found for current search.

Glossary

Search Results

Entity Exclusion

Search Filters

By Record Status

By Functional Area - Entity Management

By Functional Area - Performance Information

Note to all Users: This is a Federal Government computer system. Use of this system constitutes consent to monitoring at all times.

SAM Search Results
List of records matching your search for :
Record Status: Active
DUNS Number: 046235860
Functional Area: Entity Management, Performance Information

No Search Results

Printed 5/19/16 - JJ

Fiscal year thru period ending 05/31/2016

75

Description	Month to date	Year to date	Ytd encumbrnce	Annual budget	Annual var	% used
5014 75 0310 5000 7500						
WATER/SEWER IMPROVEMENTS	.00	.00	.00	250,201.72	250,201.72	.0%
5014 75 0310 5100 7510						
CRUZ-HOGAN CONSULTANTS	3,636.00	3,636.00	20,604.00	24,240.00	.00	100.0%
Total Expenditure	3,636.00	3,636.00	20,604.00	274,441.72	250,201.72	8.8%

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 05/20/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
San Juan Insurance Agency, Inc DBA
Valley Ins Providers &/or Truckers Ins
PO Drawer 3783
McAllen TX 78502-

CONTACT NAME: Elizabeth Hernandez
PHONE (A/C, No, Ext): 956-685-1923 FAX (A/C, No): 956-781-5247
E-MAIL ADDRESS: ehernandez@vip-ins.net

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: Atlantic Casualty Ins	
INSURER B: TEXAS COUNTY MUTUAL INS. CO.I	
INSURER C: PROGRESSIVE	
INSURER D:	
INSURER E:	
INSURER F:	

INSURED
LUIS REYES III
OMT UTILITY
1906 S. PLEASANT VIEW
Weslaco TX 78596-

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY [ ] PRO-JECT [ ] LOC OTHER:			MP0042013002328	12/18/2015	12/18/2016	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 $ 2,000,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
C	AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS [X] SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS			0001300381	01/23/2016	01/23/2017	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 500,000 $ $ $
	UMBRELLA LIAB [ ] OCCUR EXCESS LIAB [ ] CLAIMS-MADE DED [ ] RETENTION $						EACH OCCURRENCE AGGREGATE	$ $
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N [ ] N/A (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	X	0001300381	01/23/2016	01/23/2017	[ ] PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 100,000 $ 100,000 $ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

RECEIVED
MAY 20 2016

CERTIFICATE HOLDER

HIDALGO COUNTY URBAN COUNTY PROGRAM
427 E. DURANTA AVE
ALAMO TX 78516-

CANCELLATION

AI 016366

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 J Young

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AI-54694 Urban County 13. M.

CC - REGULAR

Meeting Date: 06/07/2016

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 professional engineering services;

2. Presentation of the scoring grid for the purposes of ranking by CC of at least three (3) engineering firms from the County's approved "pool" as graded and evaluated by the City of San Juan, Urban County Program, and Hidalgo County Purchasing Department, in connection with and funded through Hidalgo County Urban County Program Year 28 (2015) San Juan Street Improvement funds.

Professional Service Firm	Grade	Ranked
Perez Consulting Engineers	92.00%	
S&B Infrastructure	89.67%	
Javier Hinojosa Engineering	88.67%	

3. Authority to negotiate a professional engineering service contract with the No. 1 ranked firm of _____for the provision of engineering services for an Urban County Program Year 28 (2015) San Juan Street Improvements project.

BACKGROUND

Project consists of the repaving of several streets (Iowa, 3rd and 4th) including but not limited to adjacent/abutting streets within the same general vicinity, related appurtenances, professional engineering services, geotechnical and material testing, etc. Project is already EA cleared.

Funds Available: $249,195.00 2015 Street Improvements

Fiscal Impact

Attachments

Scoring Grid for ranking of 3 engineering firms

Form Review

Inbox Reviewed By Date

Budget & Management	Veronica Ortiz	05/31/2016 01:32 PM
Final Approval	Monica Badillo	06/03/2016 05:59 PM

Form Started By: Olga Lerma Started On: 05/18/2016 03:25 PM

Final Approval Date: 06/03/2016

City of San Juan
Engineering Services
Street Improvements
Year 28 (2015)
Grading-Ranking Grid

Criteria	Perez Consulting Engineers			S&B Infrastructure Group			Javier Hinojosa Engineering		
	Grader 1	Grader 2	Grader 3	Grader 1	Grader 2	Grader 3	Grader 1	Grader 2	Grader 3
Professional Qualifications of Team	20	20	19	20	20	20	20	20	19
Experience of Project Team	21	25	23	20	25	25	20	25	25
Experience/ Availability of Project Manager	19	20	17	13	20	19	13	20	20
Understanding of Project	25	21	24	17	22	24	17	21	25
Familiarity with Applicable Rules & Regulations	10	3	9	10	4	10	10	4	7
TOTALS	95	89	92	80	91	98	80	90	96
AVERAGES	276 % 3 = 92.00%			269 % 3 = 89.67%			266 %3 = 88.67%		
RATING									

EVALUATION CRITERIA
PROFESSIONAL ENGINEERING SERVICES POOL
RFQ No. 2016-002-02-17-YZV

EXHIBIT "B"

Selection Criteria	Points	Score
1. Professional Qualifications of Project Team (20 pts maximum)		
➢ Registered and licenses to practice in the State of Texas (i.e. certifications/registrations and other pertinent information that demonstrates their qualifications to perform the contract)	10	10
➢ Provides information on proposed professional Team qualifications to perform various types of contracts	5	5
➢ Team members identified in the organizational chart.	5	5
Comments/Rationale For Points: Excellent qualifications of firm		TOTAL 20
2. Experience of Project Team/Ability to Commit Resources (25 pts maximum)		
➢ Designate engineering staff members in an appendix form	5	5
➢ Identifying the project composition, project leadership, reporting responsibilities	10	8
➢ Experience of engineering staff to completely and efficiently perform the work.	10	8
➢		
Comments/Rationale For Points: This firm has much experience on these types of projects		TOTAL 21
3. Methodology/Experience/Availability of Project Manager (20 pts maximum)		
➢ Firm's approach to the methodology and management to the scope of services for the project(s).	5	5
➢ Must be a Professional Engineer registered in the State of Texas and must be included in Appendix	5	5
➢ Project Manager must have five (5) types of projects plus be 85-100 % involvement with technical development of project	10	9
Comments/Rationale For Points: The firm is exceptional in all these aspects		TOTAL 19
4. Understanding of Project/Similar Projects (25 pts maximum)		
➢ Demonstrate and understanding of the scope of services	5	5
➢ Address appropriate Federal/ State/ Local regulations and policies. Knowledge and experience of working with multiple entities, counties, cities, etc.	5	5
➢ Identify information to be gathered or obtained/proposed approach to complete the scope	5	5
➢ RFQ responsiveness. Response is clear, well organized, easy to evaluate, and appropriate to this RFQ.	5	5
➢ Reference Information including contact persons and telephone numbers.	5	5
Comments/Rationale For Points: The firm scored very well on these categories		TOTAL 25
5. Familiarity with Applicable Rules and Regulations (10 pts maximum)		
➢ Indicate passed experience of the proposed Firm knowledge of governmental regulations, appropriate codes, guidelines, professional standards and policies	5	5
➢ Must contain a narrative that outlines applicable regulations, guideline, standards, and policies	5	5
Comments/Rationale For Points: The firm is very familiar with the rules and regulations		TOTAL 10
Total Score		95

Firm/Participant's Name: Perez Consulting Engineers

Evaluator: Xavier Consultores / Buy A Department: HC-Urban County Program

Project Name: San Juan Street Improvements Date: 5-18-16

EVALUATION CRITERIA
PROFESSIONAL ENGINEERING SERVICES POOL
RFQ No. 2016-002-02-17-YZV

EXHIBIT "B"

Selection Criteria	Points	Score
1. Professional Qualifications of Project Team (20 pts maximum)		
➢ Registered and licenses to practice in the State of Texas (i.e. certifications/registrations and other pertinent information that demonstrates their qualifications to perform the contract)	10	10
➢ Provides information on proposed professional Team qualifications to perform various types of contracts	5	5
➢ Team members identified in the organizational chart.	5	5
Comments/Rationale For Points: Meets all criteria		TOTAL 20
2. Experience of Project Team/Ability to Commit Resources (25 pts maximum)		
➢ Designate engineering staff members in an appendix form	5	5
➢ Identifying the project composition, project leadership, reporting responsibilities	10	10
➢ Experience of engineering staff to completely and efficiently perform the work.	10	10
➢		
Comments/Rationale For Points: Meets all criteria		TOTAL 25
3. Methodology/Experience/Availability of Project Manager (20 pts maximum)		
➢ Firm's approach to the methodology and management to the scope of services for the project(s).	5	5
➢ Must be a Professional Engineer registered in the State of Texas and must be included in Appendix	5	5
➢ Project Manager must have five (5) types of projects plus be 85-100 % involvement with technical development of project	10	10
Comments/Rationale For Points: Meets all criteria		TOTAL 20
4. Understanding of Project/Similar Projects (25 pts maximum)		
➢ Demonstrate and understanding of the scope of services	5	5
➢ Address appropriate Federal/ State/ Local regulations and policies. Knowledge and experience of working with multiple entities, counties, cities, etc.	5	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
➢ Reference Information including contact persons and telephone numbers.	5	5
Comments/Rationale For Points: Must address knowledge of appropriate rules, more RFQ responsive and		TOTAL 23 PB
5. Familiarity with Applicable Rules and Regulations (10 pts maximum)		
➢ Indicate passed experience of the proposed Firm knowledge of governmental regulations, appropriate codes, guidelines, professional standards and policies	5	3
➢ Must contain a narrative that outlines applicable regulations, guideline, standards, and policies	5	0
Comments/Rationale For Points: Must indicate past experience of Firm of Applicable rules and must include a narrative of Applicable rules.		TOTAL 3
	Total Score	89

Firm/Participant's Name: Perez Consulting Engineers

Evaluator: Antonio Darco Department: Urban County Program

Project Name: San Juan Street Improvements Date: 5-3-16

EVALUATION CRITERIA
PROFESSIONAL ENGINEERING SERVICES POOL
RFQ No. 2016-002-02-17-YZV

EXHIBIT "B"

Selection Criteria	Points	Score
1. Professional Qualifications of Project Team (20 pts maximum)		
➢ Registered and licenses to practice in the State of Texas (i.e. certifications/registrations and other pertinent information that demonstrates their qualifications to perform the contract)	10	10
➢ Provides information on proposed professional Team qualifications to perform various types of contracts	5	5
➢ Team members identified in the organizational chart.	5	4
Comments/Rationale For Points: Has qualified/certified Engineers		TOTAL 19
2. Experience of Project Team/Ability to Commit Resources (25 pts maximum)		
➢ Designate engineering staff members in an appendix form	5	4
➢ Identifying the project composition, project leadership, reporting responsibilities	10	9
➢ Experience of engineering staff to completely and efficiently perform the work.	10	10
➢		
Comments/Rationale For Points: Engineers list several similar projects. Meets most of criteria		TOTAL 23
3. Methodology/Experience/Availability of Project Manager (20 pts maximum)		
➢ Firm's approach to the methodology and management to the scope of services for the project(s).	5	5
➢ Must be a Professional Engineer registered in the State of Texas and must be included in Appendix	5	5
➢ Project Manager must have five (5) types of projects plus be 85-100 % involvement with technical development of project	10	7
Comments/Rationale For Points: Project Manager has experience in similar projects		TOTAL 17
4. Understanding of Project/Similar Projects (25 pts maximum)		
➢ Demonstrate and understanding of the scope of services	5	5
➢ Address appropriate Federal/ State/ Local regulations and policies. Knowledge and experience of working with multiple entities, counties, cities, etc.	5	5
➢ Identify information to be gathered or obtained/proposed approach to complete the scope	5	5
➢ RFQ responsiveness. Response is clear, well organized, easy to evaluate, and appropriate to this RFQ.	5	4
➢ Reference Information including contact persons and telephone numbers.	5	5
Comments/Rationale For Points: Demonstrates understanding of scope of services, regulations & policies		TOTAL 24
5. Familiarity with Applicable Rules and Regulations (10 pts maximum)		
➢ Indicate passed experience of the proposed Firm knowledge of governmental regulations, appropriate codes, guidelines, professional standards and policies	5	5
➢ Must contain a narrative that outlines applicable regulations, guideline, standards, and policies	5	4
Comments/Rationale For Points: Demonstrates familiarity with applicable rules & regulations		TOTAL 9
Total Score		92

Firm/Participant's Name: Perez Consulting Engineers

Evaluator: _____ Department: Purchasing

Project Name: San Juan Street Improvement Date: 05/02/2016

EVALUATION CRITERIA
PROFESSIONAL ENGINEERING SERVICES POOL
RFQ No. 2016-002-02-17-YZV

EXHIBIT "B"

Selection Criteria	Points	Score
1. Professional Qualifications of Project Team (20 pts maximum)		
➢ Registered and licenses to practice in the State of Texas (i.e. certifications/registrations and other pertinent information that demonstrates their qualifications to perform the contract)	10	10
➢ Provides information on proposed professional Team qualifications to perform various types of contracts	5	5
➢ Team members identified in the organizational chart.	5	5
Comments/Rationale For Points: Excellent qualifications for this firm		TOTAL 20
2. Experience of Project Team/Ability to Commit Resources (25 pts maximum)		
➢ Designate engineering staff members in an appendix form	5	4
➢ Identifying the project composition, project leadership, reporting responsibilities	10	8
➢ Experience of engineering staff to completely and efficiently perform the work.	10	8
➢		
Comments/Rationale For Points: This firm has very good experience		TOTAL 20
3. Methodology/Experience/Availability of Project Manager (20 pts maximum)		
➢ Firm's approach to the methodology and management to the scope of services for the project(s).	5	3
➢ Must be a Professional Engineer registered in the State of Texas and must be included in Appendix	5	3
➢ Project Manager must have five (5) types of projects plus be 85-100 % involvement with technical development of project	10	7
Comments/Rationale For Points: The methodology and management are acceptable		TOTAL 13
4. Understanding of Project/Similar Projects (25 pts maximum)		
➢ Demonstrate and understanding of the scope of services	5	3
➢ 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
➢ Reference Information including contact persons and telephone numbers.	5	3
Comments/Rationale For Points: Good understanding of what the City needs		TOTAL 17
5. Familiarity with Applicable Rules and Regulations (10 pts maximum)		
➢ Indicate passed experience of the proposed Firm knowledge of governmental regulations, appropriate codes, guidelines, professional standards and policies	5	5
➢ Must contain a narrative that outlines applicable regulations, guideline, standards, and policies	5	5
Comments/Rationale For Points: Good familiarity with rules and regulations		TOTAL 10
Total Score		80

Firm/Participant's Name: S & B Infrastructure

Evaluator: Xavier Cervantes / Buyer A Department: HC-Urban County Program

Project Name: San Juan Street Improvements Date: 5-18-16

EVALUATION CRITERIA
PROFESSIONAL ENGINEERING SERVICES POOL
RFQ No. 2016-002-02-17-YZV

EXHIBIT "B"

Selection Criteria	Points	Score
1. Professional Qualifications of Project Team (20 pts maximum)		
➢ Registered and licenses to practice in the State of Texas (i.e. certifications/registrations and other pertinent information that demonstrates their qualifications to perform the contract)	10	10
➢ Provides information on proposed professional Team qualifications to perform various types of contracts	5	5
➢ Team members identified in the organizational chart.	5	5
Comments/Rationale For Points: Meets all criteria		TOTAL 20
2. Experience of Project Team/Ability to Commit Resources (25 pts maximum)		
➢ Designate engineering staff members in an appendix form	5	5
➢ Identifying the project composition, project leadership, reporting responsibilities	10	10
➢ Experience of engineering staff to completely and efficiently perform the work.	10	10
➢		
Comments/Rationale For Points: Meets all criteria		TOTAL 25
3. Methodology/Experience/Availability of Project Manager (20 pts maximum)		
➢ Firm's approach to the methodology and management to the scope of services for the project(s).	5	5
➢ Must be a Professional Engineer registered in the State of Texas and must be included in Appendix	5	5
➢ Project Manager must have five (5) types of projects plus be 85-100 % involvement with technical development of project	10	10
Comments/Rationale For Points: Meets all criteria		TOTAL 20
4. Understanding of Project/Similar Projects (25 pts maximum)		
➢ Demonstrate and understanding of the scope of services	5	5
➢ Address appropriate Federal/ State/ Local regulations and policies. Knowledge and experience of working with multiple entities, counties, cities, etc.	5	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
➢ Reference Information including contact persons and telephone numbers.	5	5
Comments/Rationale For Points: Meets most criteria, but must Address Applicable rules and more RFQ responsive		TOTAL 22
5. Familiarity with Applicable Rules and Regulations (10 pts maximum)		
➢ Indicate passed experience of the proposed Firm knowledge of governmental regulations, appropriate codes, guidelines, professional standards and policies	5	4
➢ Must contain a narrative that outlines applicable regulations, guideline, standards, and policies	5	0
Comments/Rationale For Points: Must include narrative on applicable rules and regulations		TOTAL 4
	Total Score	91

Firm/Participant's Name: S & B Infrastructure

Evaluator: Antonio Baeza Department: Urban County Program

Project Name: San Juan Street Improvements Date: 5-3-16

EVALUATION CRITERIA
PROFESSIONAL ENGINEERING SERVICES POOL
RFQ No. 2016-002-02-17-YZV

EXHIBIT "B"

Selection Criteria	Points	Score
1. Professional Qualifications of Project Team (20 pts maximum)		
➢ Registered and licenses to practice in the State of Texas (i.e. certifications/registrations and other pertinent information that demonstrates their qualifications to perform the contract)	10	10
➢ Provides information on proposed professional Team qualifications to perform various types of contracts	5	5
➢ Team members identified in the organizational chart.	5	5
Comments/Rationale For Points: Numerous qualified/certified engineers		TOTAL 20
2. Experience of Project Team/Ability to Commit Resources (25 pts maximum)		
➢ Designate engineering staff members in an appendix form	5	5
➢ Identifying the project composition, project leadership, reporting responsibilities	10	10
➢ Experience of engineering staff to completely and efficiently perform the work.	10	10
➢		
Comments/Rationale For Points: Extensive experience demonstrated in response		TOTAL 25
3. Methodology/Experience/Availability of Project Manager (20 pts maximum)		
➢ Firm's approach to the methodology and management to the scope of services for the project(s).	5	5
➢ Must be a Professional Engineer registered in the State of Texas and must be included in Appendix	5	5
➢ Project Manager must have five (5) types of projects plus be 85-100 % involvement with technical development of project	10	9
Comments/Rationale For Points: Project manager identified w/project experience		TOTAL 19
4. Understanding of Project/Similar Projects (25 pts maximum)		
➢ Demonstrate and understanding of the scope of services	5	5
➢ Address appropriate Federal/ State/ Local regulations and policies. Knowledge and experience of working with multiple entities, counties, cities, etc.	5	5
➢ Identify information to be gathered or obtained/proposed approach to complete the scope	5	5
➢ RFQ responsiveness. Response is clear, well organized, easy to evaluate, and appropriate to this RFQ.	5	5
➢ Reference Information including contact persons and telephone numbers.	5	4
Comments/Rationale For Points: Firm demonstrates understanding of governmental policies		TOTAL 24
5. Familiarity with Applicable Rules and Regulations (10 pts maximum)		
➢ Indicate passed experience of the proposed Firm knowledge of governmental regulations, appropriate codes, guidelines, professional standards and policies	5	5
➢ Must contain a narrative that outlines applicable regulations, guideline, standards, and policies	5	5
Comments/Rationale For Points: Demonstrates Familiarity with regulations		TOTAL 10
	Total Score	98

Firm/Participant's Name: S & B Infrastructure, LTC

Evaluator: _____ Department: Purchasing Department

Project Name: San Juan Street Improvement Date: 04/29/2016

EVALUATION CRITERIA
PROFESSIONAL ENGINEERING SERVICES POOL
RFQ No. 2016-002-02-17-YZV

EXHIBIT "B"

Selection Criteria	Points	Score
1. Professional Qualifications of Project Team (20 pts maximum)		
➢ Registered and licenses to practice in the State of Texas (i.e. certifications/registrations and other pertinent information that demonstrates their qualifications to perform the contract)	10	10
➢ Provides information on proposed professional Team qualifications to perform various types of contracts	5	5
➢ Team members identified in the organizational chart.	5	5
Comments/Rationale For Points: Excellent qualifications for this firm		TOTAL 20
2. Experience of Project Team/Ability to Commit Resources (25 pts maximum)		
➢ Designate engineering staff members in an appendix form	5	4
➢ Identifying the project composition, project leadership, reporting responsibilities	10	8
➢ Experience of engineering staff to completely and efficiently perform the work.	10	8
➢		
Comments/Rationale For Points: This firm has very good experience		TOTAL 20
3. Methodology/Experience/Availability of Project Manager (20 pts maximum)		
➢ Firm's approach to the methodology and management to the scope of services for the project(s).	5	3
➢ Must be a Professional Engineer registered in the State of Texas and must be included in Appendix	5	3
➢ Project Manager must have five (5) types of projects plus be 85-100 % involvement with technical development of project	10	7
Comments/Rationale For Points: The firm is available for the project		TOTAL 13
4. Understanding of Project/Similar Projects (25 pts maximum)		
➢ Demonstrate and understanding of the scope of services	5	3
➢ 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	5
➢ RFQ responsiveness. Response is clear, well organized, easy to evaluate, and appropriate to this RFQ.	5	4
➢ Reference Information including contact persons and telephone numbers.	5	3
Comments/Rationale For Points: Good overall understanding of the project		TOTAL 17
5. Familiarity with Applicable Rules and Regulations (10 pts maximum)		
➢ Indicate passed experience of the proposed Firm knowledge of governmental regulations, appropriate codes, guidelines, professional standards and policies	5	5
➢ Must contain a narrative that outlines applicable regulations, guideline, standards, and policies	5	5
Comments/Rationale For Points: Firm complies with this		TOTAL 10
Total Score		80

Firm/Participant's Name: Javier Hinojosa Engineering

Evaluator: Xavier Cervantes | BJ Department: HC-Urban County Program

Project Name: San Juan Street Improvements Date: 5-18-16

EVALUATION CRITERIA
PROFESSIONAL ENGINEERING SERVICES POOL
RFQ No. 2016-002-02-17-YZV

EXHIBIT "B"

Selection Criteria	Points	Score
1. Professional Qualifications of Project Team (20 pts maximum)		
➢ Registered and licenses to practice in the State of Texas (i.e. certifications/registrations and other pertinent information that demonstrates their qualifications to perform the contract)	10	10
➢ Provides information on proposed professional Team qualifications to perform various types of contracts	5	5
➢ Team members identified in the organizational chart.	5	5
Comments/Rationale For Points: Meets all criteria		TOTAL 20
2. Experience of Project Team/Ability to Commit Resources (25 pts maximum)		
➢ Designate engineering staff members in an appendix form	5	5
➢ Identifying the project composition, project leadership, reporting responsibilities	10	10
➢ Experience of engineering staff to completely and efficiently perform the work.	10	10
➢		
Comments/Rationale For Points: Meets all criteria		TOTAL 25
3. Methodology/Experience/Availability of Project Manager (20 pts maximum)		
➢ Firm's approach to the methodology and management to the scope of services for the project(s).	5	5
➢ Must be a Professional Engineer registered in the State of Texas and must be included in Appendix	5	5
➢ Project Manager must have five (5) types of projects plus be 85-100 % involvement with technical development of project	10	10
Comments/Rationale For Points: Meets all criteria		TOTAL 20
4. Understanding of Project/Similar Projects (25 pts maximum)		
➢ Demonstrate and understanding of the scope of services	5	5
➢ Address appropriate Federal/ State/ Local regulations and policies. Knowledge and experience of working with multiple entities, counties, cities, etc.	5	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	3
➢ Reference Information including contact persons and telephone numbers.	5	5
Comments/Rationale For Points: Must address applicable rules and be more RFQ responsive		TOTAL 21
5. Familiarity with Applicable Rules and Regulations (10 pts maximum)		
➢ Indicate passed experience of the proposed Firm knowledge of governmental regulations, appropriate codes, guidelines, professional standards and policies	5	4
➢ Must contain a narrative that outlines applicable regulations, guideline, standards, and policies	5	0
Comments/Rationale For Points: Must include narrative of applicable rules and regulations		TOTAL 4
	Total Score	90

Firm/Participant's Name: Javier Hinojosa Engineering

Evaluator: Antonio Ramos Department: Urban County Program

Project Name: San Juan Street Improvements Date: 5-3-16

EVALUATION CRITERIA
PROFESSIONAL ENGINEERING SERVICES POOL
RFQ No. 2016-002-02-17-YZV

EXHIBIT "B"

Selection Criteria	Points	Score
1. Professional Qualifications of Project Team (20 pts maximum)		
➢ Registered and licenses to practice in the State of Texas (i.e. certifications/registrations and other pertinent information that demonstrates their qualifications to perform the contract)	10	10
➢ Provides information on proposed professional Team qualifications to perform various types of contracts	5	4
➢ Team members identified in the organizational chart.	5	5
Comments/Rationale For Points: Has adequate qualified staff		TOTAL 19
2. Experience of Project Team/Ability to Commit Resources (25 pts maximum)		
➢ Designate engineering staff members in an appendix form	5	5
➢ Identifying the project composition, project leadership, reporting responsibilities	10	10
➢ Experience of engineering staff to completely and efficiently perform the work.	10	10
➢		
Comments/Rationale For Points: Engineers list several similar projects & meets most criteria		TOTAL 25
3. Methodology/Experience/Availability of Project Manager (20 pts maximum)		
➢ Firm's approach to the methodology and management to the scope of services for the project(s).	5	5
➢ Must be a Professional Engineer registered in the State of Texas and must be included in Appendix	5	5
➢ Project Manager must have five (5) types of projects plus be 85-100 % involvement with technical development of project	10	10
Comments/Rationale For Points: Meets all criteria		TOTAL 20
4. Understanding of Project/Similar Projects (25 pts maximum)		
➢ Demonstrate and understanding of the scope of services	5	5
➢ Address appropriate Federal/ State/ Local regulations and policies. Knowledge and experience of working with multiple entities, counties, cities, etc.	5	5
➢ Identify information to be gathered or obtained/proposed approach to complete the scope	5	5
➢ RFQ responsiveness. Response is clear, well organized, easy to evaluate, and appropriate to this RFQ.	5	5
➢ Reference information including contact persons and telephone numbers.	5	5
Comments/Rationale For Points: Meets most criteria		TOTAL 25
5. Familiarity with Applicable Rules and Regulations (10 pts maximum)		
➢ Indicate passed experience of the proposed Firm knowledge of governmental regulations, appropriate codes, guidelines, professional standards and policies	5	4
➢ Must contain a narrative that outlines applicable regulations, guideline, standards, and policies	5	3
Comments/Rationale For Points: Does not properly address past experience/knowledge of governmental rules		TOTAL 7
Total Score		96

Firm/Participant's Name: Javier Hinojosa Engineering

Evaluator: [signature] Department: Purchasing Department

Project Name: San Juan Street Improvement Date: 05/02/2016

AI-54692 Urban County 13. N.

CC - REGULAR

Meeting Date: 06/07/2016

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 Professional Engineering Services-Construction Materials Geo-Technical Testing services;

2. Presentation of the scoring grid for the purposes of ranking by CC of at least three (3) Construction Materials Geo-Technical Testing engineering firms from the County's approved "pool" as graded and evaluated by the City of San Juan, Urban County Program, and Hidalgo County Purchasing Department, in connection with and funded through Hidalgo County Urban County Program Year 28 (2015) San Juan Street Improvement funds.

Professional Service Firm	**Grade**	**Ranked**
Millennium Engineers Group	91.33%	
Professional Service Industries	86.67%	
Terracon Consultants, Inc.	85.00%	

3. Authority to negotiate a professional engineering service contract with the No. 1 ranked firm of _____ for the provision of Construction Materials Geo-technical Testing service for an Urban County Program Year 28 (2015) San Juan Street Improvements project.

BACKGROUND

Project consists of the repaving of several streets (Iowa, 3rd and 4th) including but not limited to adjacent/abutting streets within the same general vicinity, related appurtenances, professional engineering services, geotechnical and material testing, etc. Project is already EA cleared.

Funds Available: $249,195.00 2015 Street Improvements

Fiscal Impact

Attachments

Scoring Grid City of San Juan

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	05/31/2016 01:32 PM
Final Approval	Monica Badillo	06/03/2016 05:59 PM

Form Started By: Olga Lerma Started On: 05/18/2016 03:15 PM

Final Approval Date: 06/03/2016

City of San Juan
Geo-Technical/Material Testing Services
Street Improvements
Year 28 (2015)
Grading-Ranking Grid

Criteria	Millennium Engineers Group, Inc.			Professional Service Industries			Terracon Consultants, Inc.		
	Grader 1	Grader 2	Grader 3	Grader 1	Grader 2	Grader 3	Grader 1	Grader 2	Grader 3
Professional Qualifications of Team	25	25	18	25	25	24	25	25	22
Experience of Project Team	18	20	16	16	20	20	16	20	18
Experience/ Availability of Project Manager	18	20	16	15	20	18	15	20	17
Understanding of Project	24	21	22	14	21	21	14	21	21
Familiarity with Applicable Rules & Regulations	10	3	8	10	3	8	10	3	8
TOTALS	95	89	80	80	89	91	80	89	86
AVERAGES	274 % 3 = 91.33%			260 % 3 = 86.67%			255 %3 = 85.00%		
RATING									

EXHIBIT "B"

Evaluation Criteria and Form

Hidalgo County

(Including all funding sources, programs, and entities)

"Professional Engineering Services- Construction Materials Geo Technical Testing Pool"

RFQ NO: 2016-003-02-17-HGO

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: Excellent staffing capabilities for this firm	TOTAL	25
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	9
Comments/Rationale for points: Very good experience.	TOTAL	18
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: Very good knowledge and excellent management	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	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: Exceptional understanding of project	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: Excellent on this category	TOTAL	10
	TOTAL SCORE:	95

Project Name: 2015 San Juan Street Improvements

Department: Hidalgo County Urban County Program

Firm/Participant: Name: Millennium Engineers Group

Evaluator: Arturo Cordantes / Big A Date: 5-18-16

EXHIBIT "B"

Evaluation Criteria and Form

Hidalgo County

(Including all funding sources, programs, and entities)

"Professional Engineering Services- Construction Materials Geo Technical Testing Pool"

RFQ NO: 2016-003-02-17-HGO

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	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	3
Comments/Rationale for points: Must address knowledge of Appropriate and Applicable Rules, (Federal, State & Local)	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	3
➢ Must contain a narrative that outlines applicable regulations, guidelines, standard and polices	5	0
Comments/Rationale for points: Did not include Narrative of Applicable rules and past knowledge of Appropriate Codes, guidelines etc.	TOTAL	3
	TOTAL SCORE:	89

Project Name: 2015 San Juan Street Improvements

Department: Hidalgo County Urban County Program

Firm/Participant Name: Millennium Engineers Group

Evaluator: Antonio Barco Date: 5-3-16

EXHIBIT "B"

Evaluation Criteria Form
Hidalgo County
(Including all funding sources, programs, and entities)
"Professional Engineering Services – Construction Materials Geo-Technical Testing Pool"
RFQ NO: 2016-003-02-17-HGO

SELECTION CRITERIA	POINTS	SCORE
1) STAFFING OF PROJECT TEAM -- (25 points maximum)		
➢ Provide information on their proposed professional team members	10	6
➢ 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	4
Comments/Rationale for points:	**TOTAL**	**18**
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	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	5
➢ Identify information to be gathered or obtained/proposed approach to complete the scope	5	4
➢ RFQ responsiveness. Response is clear, well organized, easy to evaluate and appropriate to this RFQ	5	4
Comments/Rationale for points:	**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	4
➢ Must contain a narrative that outlines applicable regulations, guidelines, standard and polices	**5**	4
Comments/Rationale for points:	**TOTAL**	**8**
	TOTAL SCORE:	**80**

Project Name: 2015 San Juan Street Improvements Project

Department:: Urban County

Firm/Participant: Name: Millennium Engineers Group, Inc.

Evaluator: Heidi Garcia Ortiz Date: 05-02-2016

EXHIBIT "B"

Evaluation Criteria and Form

Hidalgo County

(Including all funding sources, programs, and entities)

"Professional Engineering Services- Construction Materials Geo Technical Testing Pool"

RFQ NO: 2016-003-02-17-HGO

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: Exceptional staffing	TOTAL	25
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: Very good experience of project team	TOTAL	16
3) METHODOLOGY (20 points maximum)		
➢ Knowledge, experience, and the equipment to provide the anticipated services	10	7
➢ 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: Good knowledge and management plan	TOTAL	15
4) UNDERSTANDING OF PROJECT/SIMILAR PROJECTS (25) points maximum)		
➢ Demonstrate an understanding of the scope of services	10	7
➢ Address appropriate Federal/State/Local regulations and policies. Knowledge and experience of working with multiple entities, counties, cities, etc.	5	2
➢ 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	2
Comments/Rationale for points: Good understanding of scope of services	TOTAL	14
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: Excellent on this.	TOTAL	10
	TOTAL SCORE:	80

Project Name: 2015 San Juan Street Improvements

Department: Hidalgo County Urban County Program

Firm/Participant: Name: Professional Service Industries

Evaluator: Xavier Cervantes / [signature] Date: 5-18-16

EXHIBIT "B"

Evaluation Criteria and Form

Hidalgo County

(Including all funding sources, programs, and entities)

"Professional Engineering Services- Construction Materials Geo Technical Testing Pool"

RFQ NO: 2016-003-02-17-HGO

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	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	3
Comments/Rationale for points: Meets most criteria, but must Address Appropriate Rules & Regulations and more RFQ responsive	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	3
➢ Must contain a narrative that outlines applicable regulations, guidelines, standard and polices	5	5
Comments/Rationale for points: Must include a narrative of Applicable rules and regulations and State Knowledge of Appropriate and Applicable Rules	TOTAL	8
	TOTAL SCORE:	89

Project Name: 2015 San Juan Street Improvements

Department: Hidalgo County Urban County Program

Firm/Participant: Name: Professional Service Industries

Evaluator: Antonio Ramos Date: 5-3-16

EXHIBIT "B"

Evaluation Criteria Form
Hidalgo County
(Including all funding sources, programs, and entities)
"Professional Engineering Services – Construction Materials Geo-Technical Testing Pool"
RFQ NO: 2016-003-02-17-HGO

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	9
➢ A list of various projects for comparative purposes	5	5
Comments/Rationale for points:	**TOTAL**	**24**
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**
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**	3
Comments/Rationale for points:	**TOTAL**	**8**
	TOTAL SCORE:	**91**

Project Name: 2015 San Juan Street Improvements Project

Department:: Urban County

Firm/Participant: Name: Professional Service Industries, Inc.

Evaluator: Heidi Garcia Ortiz Date: 05-02-2016

EXHIBIT "B"

Evaluation Criteria and Form

Hidalgo County

(Including all funding sources, programs, and entities)

"Professional Engineering Services- Construction Materials Geo Technical Testing Pool"

RFQ NO: 2016-003-02-17-HGO

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: Excellent on staffing and experience	TOTAL	25
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: Very good experience of engineering staff	TOTAL	16
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	7
Comments/Rationale for points: Good management plan for project	TOTAL	15
4) UNDERSTANDING OF PROJECT/SIMILAR PROJECTS (25) points maximum)		
➢ Demonstrate an understanding of the scope of services	10	7
➢ 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	2
➢ RFQ responsiveness. Response is clear, well organized, easy to evaluate and appropriate to this RFQ	5	2
Comments/Rationale for points: Good understanding of all regulations and policies	TOTAL	14
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: Exceptional on this category	TOTAL	10
	TOTAL SCORE:	80

Project Name: 2015 San Juan Street Improvements

Department: Hidalgo County Urban County Program

Firm/Participant: Name: Terracon Consultants, Inc.

Evaluator: Xavier Cervantes/ [signature] Date: 5-18-16

EXHIBIT "B"

Evaluation Criteria and Form

Hidalgo County

(Including all funding sources, programs, and entities)

"Professional Engineering Services- Construction Materials Geo Technical Testing Pool"

RFQ NO: 2016-003-02-17-HGO

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	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	3
Comments/Rationale for points: Must address Appropriate Federal, State & Local regulations and be more RFQ responsive	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	3
➢ Must contain a narrative that outlines applicable regulations, guidelines, standard and polices	5	0
Comments/Rationale for points: Must provide narrative of Applicable rules and regulations and past Firm Experience. 3 Applicable rules and regulations	TOTAL	3
	TOTAL SCORE:	89

Project Name: 2015 San Juan Street Improvements

Department: Hidalgo County Urban County Program

Firm/Participant: Name: Terracon Consultants, Inc.

Evaluator: Antonio Saenz Date: 5-3-16

EXHIBIT "B"

Evaluation Criteria Form
Hidalgo County
(Including all funding sources, programs, and entities)
"Professional Engineering Services – Construction Materials Geo-Technical Testing Pool"
RFQ NO: 2016-003-02-17-HGO

SELECTION CRITERIA	POINTS	SCORE
1) STAFFING OF PROJECT TEAM -- (25 points maximum)		
➢ Provide information on their proposed professional team members	10	7
➢ 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**	**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	9
Comments/Rationale for points:	**TOTAL**	**18**
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	9
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	5
➢ Identify information to be gathered or obtained/proposed approach to complete the scope	5	4
➢ RFQ responsiveness. Response is clear, well organized, easy to evaluate and appropriate to this RFQ	5	3
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:	**86**

Project Name: 2015 San Juan Street Improvements Project

Department:: Urban County

Firm/Participant: Name: Terracon Consultants, Inc.

Evaluator: Heidi Garcia Ortiz Date: 05-02-2016

AI-54691 Urban County 13. O.

CC - REGULAR

Meeting Date: 06/07/2016

Submitted For: Olga Lerma, URBAN COUNTY Submitted By: Olga Lerma, URBAN COUNTY

Department: URBAN COUNTY

Information

CAPTION

"Subject to Compliance with HB 1295, when and if applicable." The Urban County Program on behalf of City of Granjeno is requesting authority to purchase parks, recreational equipment/supplies through Hidalgo County's membership and participation with Buyboard approved vendor Exerplay, Inc, (Buyboard Contract # 423-13) in the amount of $183,622.65 (quote attached hereto). Freight and installation are included in quote. City of Granjeno UCP Year 28 (2015) Parks, Recreational Facilities and Improvement funds will be utilized.

BACKGROUND

The equipment will be placed at the Granjeno City Park for recreational purposes. Delivery is expected within 60 days of receipt of purchase order.

Vendor: Exerplay, Inc.

Purchase Amount: $183,622.65

Funds Available: $ 185,251.67 Year 28 (2015) Parks, Recreational Facilities and Improvements

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Fiscal Impact

Attachments

Quote City of Granjeno Parks Recreational Facility

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	05/31/2016 01:29 PM
Final Approval	Monica Badillo	06/03/2016 05:59 PM

Form Started By: Olga Lerma Started On: 05/18/2016 03:10 PM

Final Approval Date: 06/03/2016

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: Buyboard **Person Contacted:** Bey Vernon

VENDOR #1 **Name:** Exerplay, Inc. **Contract No.:** 423-13 **Phone:** 1-800-457-5444

Quantity	Description of Items	Price per Unit	Total Amount
1	Smartplay Venti	34,900 ^00	34,900 ^00
1	5000 Series Swing 8' Beam Height Painted legs	1,205.00	1,205.00
2	Belt Seat w/chains Pre Guard for 8' Beam Height	105.00	210.00
1	Welcome sign, 5-12 yrs, DB	Θ	Θ
1	Smart Play: Cube 2-5 Direct Bury	12,850 ^00	12,850 ^00
63	TuffTimbers 4' Length, Black only	42. ^00	2,646. ^00
66	Galvanized Stake (30")	12. ^00	792. ^00
1	Tuff Timbers Access Wedge Black Only	705.00	705. ^00
1	Welcome sign 2-5 yrs., DB	Θ	Θ
2	Tender Tuff Bench 72" w/Black, w/o Armrests DB	495. ^00	990.00
8	Litter Receptacle (Tender Tuff) DB	490. ^00	3,920.00
2	Litter Receptacle (Complimentary) valued @ 490 ^00 ea.	Θ	Θ
8	Litter Receptacle (Tender Tuff) Cover	100. ^00	800. ^00
2	Litter Receptacle (Tender Tuff) Cover (Complimentary) valued @ 100 ^00 ea.	Θ	Θ
2	Tender Tuff Picnic Table 72" Table, (2) 72" Seats, Direct Bury	1,085. ^00	2,170. ^00
2	Complimentary Tender Tuff Picnic Table 72" Table, (2) "Seats	Θ	Θ
3	Tender Tuff Picnic Table 72" Table, (2) 72" Seats, Movable	1,015.00	3,045. ^00
1	Tender Tuff Picnic Table 92" Table, (2) 72" Seats, Movable	1,060.00	1,060. ^00
		TOTAL:	$ continued

Recommendation: Please Purchase from Buy Board Vendor - Exerplay, Inc.

Requested by: Date 5-18-16 **UCP Approval:** Date 5-19-16

UCA-5

REVSED JUNE 2009

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: Buyboard **Person Contacted:** Rey Vernon

VENDOR #1 **Name:** Exerplay **Contract No. :** 423-13 **Phone:** 1-806-457-5444

Quantity	Description of Items	Price per Unit	Total Amount
3	TenderTuff Picnic Table 92" Table, (2) 92" Seats, Movable	1,090 00	3,270.00
	Subtotal		68,563.00
	Buy Board Contract # 423-13	- 5.00%	- 3,428 15
1	Freight / shipping charges (150-133-16)	6,000 00	6,000.00
	RCP Shelters		
1	AS-HEX55-04, 55' Diameter All Steel Heragon Shelter	42,637.00	42,637.00
	Buy Board Contract # 423-13	- 5.00%	- 2,131.85
	Gared Sports		
6	Endurance Playground System 6" Square Post, 6' Extension, 1260B Steel Backboard	1,957.00	11,742.00
	Buy Board Contract #423-13	- 5.00%	- 587.10
1	Freight / shipping charges	1,727.00	1,727.00
27	Playground Qtty Recycled Rubber Mulch	440.00	11,880 00
	Buy Board Contract #423-13	- 5.00%	- 594 00
1	Freight / shipping charges	1,320.00	1,320 00
1	Geo. Textile Fabric to go under mulch	2,188.00	2,188.00
1	Wall mounted drinking Fountain	1,005.00	1,005.00
	Buy Board Contract # 423-13	- 5.00%	- 50.25
		TOTAL:	$ Continued..

Recommendation: Please Purchase from Buy Board Vendor - Exerplay, Inc.

Requested by: [signature] Date 5-16-16

UCP Approval: [signature] Date 5-19-16

UCA-5

REVSED JUNE 2009

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: Buyboard **Person Contacted:** Rex Vernon

VENDOR #1 **Name:** Exerplay **Contract No.:** 423-13 **Phone:** 1-800-457-5444

Quantity	Description of Items	Price per Unit	Total Amount
1	Installation of Playground Equipment	22,473.00	22,473.00
1	Installation of Shelter	14,717.00	14,717.00
1	Installation of Basket ball Equipment	3,500.00	3,500.00
1	Istallation of Rubber Mulch	1,841.00	1,841.00
1	Installation of Water Fountain	219.00	219.00
		TOTAL:	$ 183,622.65

Recommendation: Please Purchase from Buy Board Vendor - Exerplay, Inc.

Requested by: [signature] Date 5-18-16 **UCP Approval:** [signature] Date 5-19-16

UCA-5

REVSED JUNE 2009

PO Box 1160
Cedar Crest NM 87008-1160
Fax 505. 281.0155
Toll Free 800.457.5444
www.exerplay.com

exerplay, inc.

DATE	NUMBER
4/21/2016	MM030316-4

QUOTATION

Quote Prepared for:	Purchase Order to be Issued To:
City of Granjeno Granjeno Park	Exerplay, Inc. PO Box 1160 Cedar Crest, NM 87008-1160 Buy Board Contract #423-13 Please fax a copy to Exerplay:505-281-0155

SHIPPED VIA	TERMS	REP	FOB	EST. SHIP DATE
Common Carrier	Net 30	RV	Granjeno, TX	10 - 12 Wks After Appro...

ITEM	DESCRIPTION	QTY	COST	TOTAL
	Granjeno City Park Granjeno, TX			
	LANDSCAPE STRUCTURES			
Landscape Str...	Smartplay Venti	1	34,900.00	34,900.00
174011B	5000 Series Swing 8' Beam Height Painted Legs	1	1,205.00	1,205.00
174018A	Belt Seat w/Chains ProGuard Chains for 8' Beam Height	2	105.00	210.00
182503C	Welcome Sign,5 - 12 yrs, DB	1	0.00	0.00
205160A	Smart Play®: Cube 2-5 Direct Bury	1	12,850.00	12,850.00
119214A	TuffTimbers™ 4' Length, Black Only	63	42.00	2,646.00
100626A	Galvanized Stake (30")	66	12.00	792.00
130799A	TuffTimbers™ Access Wedge Black Only	1	705.00	705.00
182503A	Welcome Sign, 2-5 yrs, DB	1	0.00	0.00
141683A	TenderTuff™ Bench 72" w/Back, w/o Armrests, DB	2	495.00	990.00
141685A	Litter Receptacle (TenderTuff™) DB	8	490.00	3,920.00
141685A	COMPLIMENTARY: Litter Receptacle (TenderTuff™) DB, Valued @ $490 each	2	0.00	0.00
141686A	Litter Receptacle (TenderTuff™) Cover	8	100.00	800.00
141686A	COMPLIMENTARY: Litter Receptacle (TenderTuff™) Cover, Valued @ $100 ea	2	0.00	0.00
141684B	TenderTuff™ Picnic Table 72" Table, (2) 72" Seats, Direct Bury	2	1,085.00	2,170.00
141684B	COMPLIMENTARY: TenderTuff™ Picnic Table 72" Table, (2) 72" Seats, DB, Valued @ $1,085 ea	2	0.00	0.00
141684A	TenderTuff™ Picnic Table 72" Table, (2) 72" Seats, Movable	3	1,015.00	3,045.00
141684E	TenderTuff™ Picnic Table 92" Table, (2) 72" Seats, Movable	1	1,060.00	1,060.00
141684C	TenderTuff™ Picnic Table 92" Table, (2) 92" Seats, Movable	3	1,090.00	3,270.00
	Subtotal			68,563.00
BuyBoard	Contract #423-13		-5.00%	-3,428.15
Freight	Freight/shipping charges (150-133-16)		6,000.00	6,000.00
	RCP SHELTERS			
RCP	AS-HEX55-04, 55' Diameter All Steel Hexagon Shelter	1	42,637.00	42,637.00
BuyBoard	Contract #423-13		-5.00%	-2,131.85

Quote prepared by Michelle Mckean
michelle@exerplay.com

TOTAL

PO Box 1160
Cedar Crest NM 87008-1160
Fax 505. 281.0155
Toll Free 800.457.5444
www.exerplay.com

exerplay, inc.

DATE	NUMBER
4/21/2016	MM030316-4

QUOTATION

Quote Prepared for:

City of Granjeno
Granjeno Park

Purchase Order to be Issued To:

Exerplay, Inc.
PO Box 1160
Cedar Crest, NM 87008-1160
Buy Board Contract #423-13
Please fax a copy to Exerplay:505-281-0155

SHIPPED VIA	TERMS	REP	FOB	EST. SHIP DATE
Common Carrier	Net 30	RV	Granjeno, TX	10 - 12 Wks After Appro...

ITEM	DESCRIPTION	QTY	COST	TOTAL
	GARED SPORTS			
GS GP106S60	Endurance® Playground System, 6" Square Post, 6' Extension, 1260B Steel Backboard, 8550 Goal	6	1,957.00	11,742.00
BuyBoard	Contract #423-13		-5.00%	-587.10
Freight	Freight/shipping charges		1,727.00	1,727.00
	LTR SAFETY SURFACING			
Rubber Mulch	Playground Quality Recycled Rubber Mulch, Cedar Red, Mocha Brown, Espresso Black, Blue or Green, per Ton	27	440.00	11,880.00
BuyBoard	Contract #423-13		-5.00%	-594.00
Freight	Freight/shipping charges (Q48NL)		1,320.00	1,320.00
Geo-Textile Fa...	Geo-Textile Fabric to go under mulch		2,188.00	2,188.00
	MOST DEPENDABLE FOUNTAINS			
Most Dependa...	480EZWM, Wall mount dringing Fountain, Plate included	1	1,005.00	1,005.00
BuyBoard	Contract #423-13		-5.00%	-50.25
Freight	Freight/shipping charges		102.00	102.00
Install	Installation of Playground Equipment		22,473.00	22,473.00
BuyBoard	Contract #423-13		0.00	0.00
Install	Installation of Shelter		14,717.00	14,717.00
BuyBoard	Contract #423-13		0.00	0.00
Install	Installation of Grils Furnished by Others		500.00	500.00
BuyBoard	Contract #423-13		0.00	0.00
Install	Installation of Basketball Equipment		3,500.00	3,500.00
BuyBoard	Contract #423-13		0.00	0.00
Install	Installation of Rubber Mulch		1,841.00	1,841.00
BuyBoard	Contract #423-13		0.00	0.00
Install	Installation of Water Fountain		219.00	219.00
BuyBoard	Contract #423-13		0.00	0.00

Quote prepared by Michelle Mckean
michelle@exerplay.com

TOTAL

PO Box 1160
Cedar Crest NM 87008-1160
Fax 505. 281.0155
Toll Free 800.457.5444
www.exerplay.com

exerplay, inc.

DATE	NUMBER
4/21/2016	MM030316-4

QUOTATION

Quote Prepared for:	✓ Purchase Order to be Issued To:
City of Granjeno Granjeno Park	Exerplay, Inc. PO Box 1160 Cedar Crest, NM 87008-1160 Buy Board Contract #423-13 Please fax a copy to Exerplay:505-281-0155

SHIPPED VIA	TERMS	REP	FOB	EST. SHIP DATE
Common Carrier	Net 30	RV	Granjeno, TX	10 - 12 Wks After Appro... 3 mon

ITEM	DESCRIPTION	QTY	COST	TOTAL
Notes I	Pricing is for the above listed equipment and installation only and does not include off loading of equipment at time of delivery, storage, security, site preparation, security fencing, or any applicable taxes, bonds or permits. To obtain a performance/payment bond, please add 3.5% of the total to this quote. Pricing is good for 30 days.✓ There will be a 3% fee added to your invoice if you choose to pay by credit card **PLEASE SEE ADDENDUM**			0.00

Quote prepared by Michelle Mckean
michelle@exerplay.com

TOTAL $183,622.65

exerplay, inc.

Charles DeBuck
ExerPlay, Inc.
12001 N. Hwy 14, PO Box 1160
Cedar Crest, NM 87008
March 18, 2015

Rey Robles, P.E.
City of Granjeno Park Project
Hidalgo Urban County Board

Dear Rey Robles, P.E.:

We are including with this bid, at no additional cost, the following items:

(2) Landscape Structures 72" TenderTuff Picnic Tables, Item Number 141684B. The MSRP on this item is $1,085.00 per, (2) TenderTuff Litter Receptacles with an MSRP of $490.00 per and (2) Litter Receptacles Covers with an MSRP of $100.00 per.

We are committed to providing you with the highest level of customer satisfaction possible. If for any reason you have questions or comments, I would love to hear from you. Call our toll-free number, 800.457.5444, or send me an email at charles@exerplay.com.

Again, thank you for your patronage. We look forward to serving you.

Sincerely,

Charles DeBuck

FW: Verification of Contract 423-13

From : Connie Burkett <Connie.Burkett@tasb.org> Tue, May 17, 2016 10:59 AM
1 attachment

Subject : FW: Verification of Contract 423-13

To : 'guadalupe.garcia@co.hidalgo.tx.us' <guadalupe.garcia@co.hidalgo.tx.us>

Cc : 'rrobles@hengineering.com' <rrobles@hengineering.com>, 'Michelle McKean' <michelle@exerplay.com>

The items quoted are in compliance with the vendor's award under BuyBoard Contract 423-13.
The 5% discounts shown on pages 1 and 2 are the appropriate discounts for the products quoted.

Respectfully,

Connie W. Burkett
Contract Administrator
BuyBoard / TASB
12007 Research Blvd
Austin TX 78759
Phone: 800-695-2919, ext 7152
Fax: 800-211-5454

-----Original Message-----
From: Guadalupe V. Garcia
[mailto:guadalupe.garcia@co.hidalgo.tx.us]
Sent: Friday, May 13, 2016 2:55 PM
To: Connie Burkett <Connie.Burkett@tasb.org>
Cc: Ray Robles <rrobles@hengineering.com>
Subject: Verification of Contract 423-13
Importance: High

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
ExerPlay, Inc.[X]
Price Range
Show all prices
Category
None Selected
Contract
None selected

Additional Searches:

Search by Vendor

Browse Contracts

Additional Resources

Show 25 ▼ results

Narrow Results: lan

Vendor	Description	P
ExerPlay, Inc.	5% Discount Off Landscape Structures pricelist for Playground Sports Equipment	
ExerPlay, Inc.	5% Discount Off Landscape Structures pricelist for Playground Equipment	

Extended Product Information

Reference Number: 423-13
Part Number: Catalog
Vendor Website: http://www.exerplay.com
Full Description: 5% Discount Off of Landscape Structures pricelist for Playground Equipment

Showing 1 to 2 of 2 entries (filtered from 38 total entries)

First | Previous | 1 | Next | Last

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
ExerPlay, Inc.[X]
Price Range
Show all prices
Category
None Selected
Contract
None selected

Show 25 ▼ results

Narrow Results: lan

Vendor	Description	P
ExerPlay, Inc.	5% Discount Off Landscape Structures pricelist for Playground Sports Equipment	
ExerPlay, Inc.	5% Discount Off Landscape Structures pricelist for Playground Equipment	

Extended Product Information

Reference Number: 423-13
Part Number: Catalog
Vendor Website: http://www.exerplay.com
Full Description: 5% Discount Off of Landscape Structures pricelist for Playground Equipment

Additional Searches:

Search by Vendor

Browse Contracts

Showing 1 to 2 of 2 entries (filtered from 38 total entries)

First | Previous | 1 | Next | Last

Additional Resources

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:
2016-45676

Date Filed:
04/26/2016

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

Exerplay, Inc
Cedar Crest, NM United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

City of Granjeno

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods or other property to be provided under the contract.

5010-30-0306-5000-3000
Purchase of Recreational Equipment

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary

5 Check only if there is NO Interested Party. [X]

6 AFFIDAVIT

I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.

Peggy Perez
Commission Expires
10-30-2016

Michelle McKean
Signature of authorized agent of contracting business entity

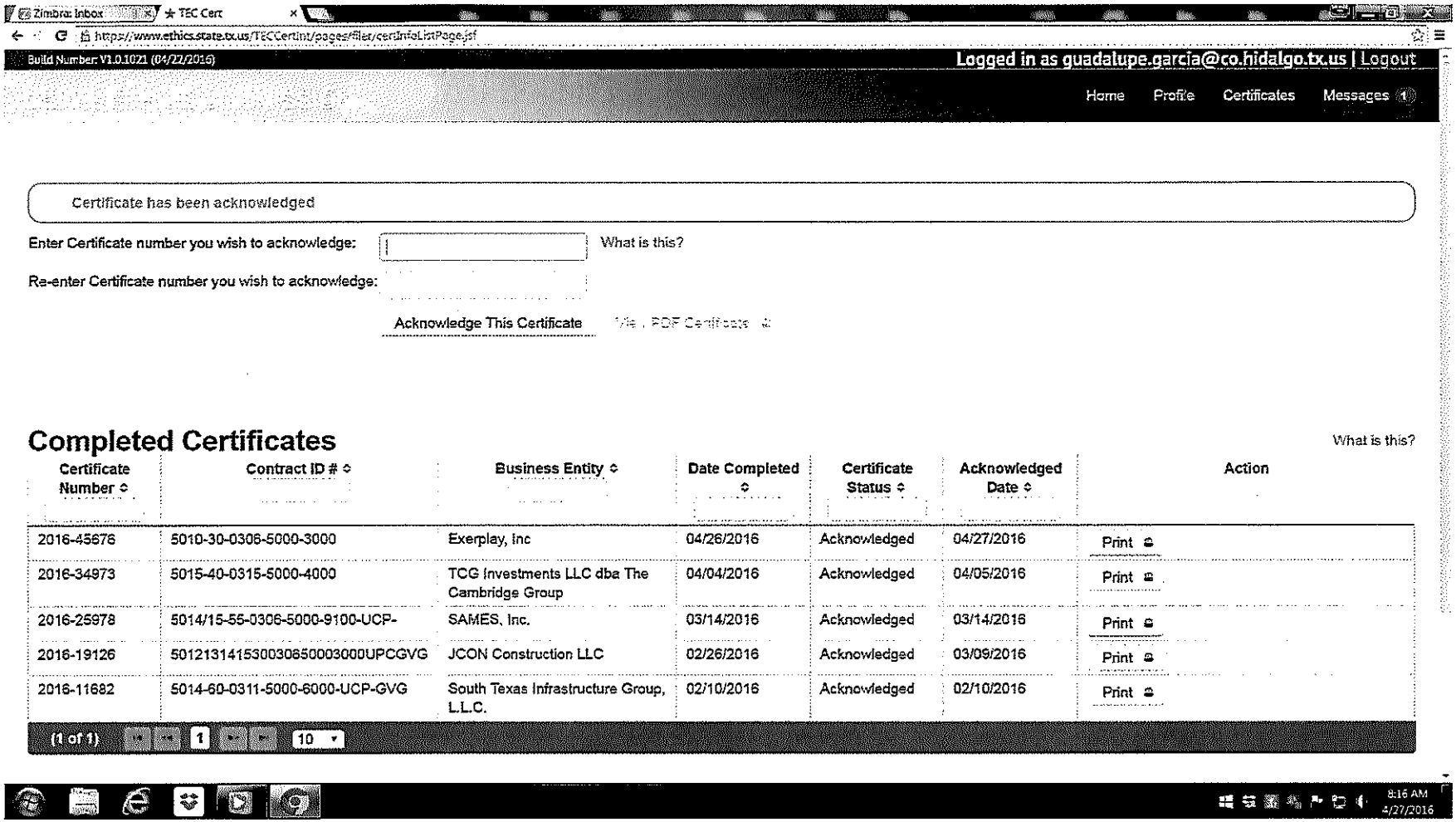
AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said Michelle McKean, this the 27 day of April, 20 16, to certify which, witness my hand and seal of office.

Signature of officer administering oath

Peggy Perez
Printed name of officer administering oath

Cashier
Title of officer administering oath


Zimbra: Inbox
TEC Cert
https://www.ethics.state.tx.us/TECCertInt/pages/filer/certInfoListPage.jsf
Build Number: V1.0.1021 (04/22/2016)
Logged in as guadalupe.garcia@co.hidalgo.tx.us | Logout
Home
Profile
Certificates
Messages 1
Certificate has been acknowledged
Enter Certificate number you wish to acknowledge:
What is this?
Re-enter Certificate number you wish to acknowledge:
Acknowledge This Certificate
View PDF Certificate
Completed Certificates
What is this?
Certificate Number
Contract ID #
Business Entity
Date Completed
Certificate Status
Acknowledged Date
Action
2016-45676 5010-30-0306-5000-3000 Exerplay, Inc 04/26/2016 Acknowledged 04/27/2016 Print
2016-34973 5015-40-0315-5000-4000 TCG Investments LLC dba The Cambridge Group 04/04/2016 Acknowledged 04/05/2016 Print
2016-25978 5014/15-55-0306-5000-9100-UCP- SAMES, Inc. 03/14/2016 Acknowledged 03/14/2016 Print
2016-19126 501213141530030850003000UPCGVG JCON Construction LLC 02/26/2016 Acknowledged 03/09/2016 Print
2016-11682 5014-60-0311-5000-6000-UCP-GVG South Texas Infrastructure Group, L.L.C. 02/10/2016 Acknowledged 02/10/2016 Print
(1 of 1) 1 10
8:16 AM
4/27/2016

AI-54805 Head Start 15. A.

CC - REGULAR

Meeting Date: 06/07/2016

Submitted For: Edmundo Garcia, HEAD START

Submitted By: Linda Galaviz, HEAD START

Department: HEAD START

Information

CAPTION

Discussion/Approval of Program Calendars for Program Year 2016-2017

BACKGROUND

Policy Council Approval: 05.25.16

Fiscal Impact

Attachments

Program Calendars

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	05/25/2016 04:01 PM
Final Approval	Monica Badillo	06/03/2016 05:59 PM

Form Started By: Linda Galaviz Started On: 05/25/2016 03:55 PM

Final Approval Date: 06/03/2016

Hidalgo County Head Start Program

Policy Council Regular Agenda

DATE: May 25, 2016

SUBJECT: Discussion/Approval of Program Calendars for Program Year 2016-2017

RATIONALE/NEED: Administration has worked collaboratively with the partnering school districts to align their instructional days with our Program.

RECOMMENDATION: Administration recommends approval.

COST: N/A

RELATED INFORMATION INCLUDES: Program Calendars will be presented at the meeting.

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INITIATED BY: Nora S. Munoz, Assistant Director for Programmatic Services

REVIEWED BY: Teresa Flores, Executive Director

EXECUTIVE DIRECTOR'S APPROVAL: for Teresa Flores

2016-2017 PROGRAM CALENDAR

H.C.H.S.P.

Hidalgo County Head Start Program

2016

JULY

MON	TUE	WED	THUR	FRI
				1
4	5	6	7	8
11	12	13	14	15
18	19	20	21	22
25	26	27	28	29

AUGUST

MON	TUE	WED	THUR	FRI
1	2	3	4	5
8	9	10	11	12
15	16	17	18	19
22	23	24	25	26
29	30	31		

SEPTEMBER

MON	TUE	WED	THUR	FRI
			1	2
5	6	7	8	9
12	13	14	15	16
19	20	21	22	23
26	27	28	29	30

OCTOBER

MON	TUE	WED	THUR	FRI
3	4	5	6	7
10	11	12	13	14
17	18	19	20	21
24	25	26	27	28
31				

NOVEMBER

MON	TUE	WED	THUR	FRI
	1	2	3	4
7	8	9	10	11
14	15	16	17	18
21	22	23	24	25
28	29	30		

DECEMBER

MON	TUE	WED	THUR	FRI
			1	2
5	6	7	8	9
12	13	14	15	16
19	20	21	22	23
26	27	28	29	30

P.C. Approval: 00/00/2016

PROGRAM ACTIVITIES

- 7/26-8/4/16.....Pre Service
- 8/15-18/16..Parent Orientation Mtg
- 8/22/16.....First Day of School
- 8/29-9/1/16.....Volunteer Trng. Conf
- 9/2/16.....Networking Meeting
- 9/24/16.....Parent Leadership Conf
- 10/12/16 & 3/22/17.....Open House
- 10/22/16.....Gov Leadership Conf
- 11/18/16.....Parent Fair
- 1/20/17.....Self-Assessment Trng
- 1/23-2/3/17.....Self-Assessment
- 2/8/17..Recruitment Trng. Ctr. Mgrs
- 2/22/17.....Fatherhood Conf
- 3/6-9/17.....Nutrition Contest
- 4/10-13/17.....Week of Young Child
- 4/27/17..Joint Adv/Com Partnership Mtg.
- 5/5/17.....Volunteer Assembly
- 6/1/17.....Last Day of School
- 6/2/17..... Staff Assembly

PROGRAM HOLIDAYS

9/5/16	1/16/17
10/10/16	2/20/17
11/11/16	3/13-17/17
11/21-25/16	4/14-17/17
12/19-30/16	5/29/17

STAFF WORKDAYS/ STUDENT HOLIDAY

EARLY RELEASE/SCHOOL READINESS

RECRUITMENT DAYS/STUDENT HOLIDAYS

03/10/17

- FIRST/LAST DAY OF SCHOOL
- PROGRAM ACTIVITIES
- PROGRAM HOLIDAYS
- EARLY RELEASE DAYS
- STAFF WORKDAYS / STUDENT HOLIDAYS

175 Service Days

2017

JANUARY

MON	TUE	WED	THUR	FRI
2	3	4	5	6
9	10	11	12	13
16	17	18	19	20
23	24	25	26	27
30	31			

FEBRUARY

MON	TUE	WED	THUR	FRI
		1	2	3
6	7	8	9	10
13	14	15	16	17
20	21	22	23	24
27	28			

MARCH

MON	TUE	WED	THUR	FRI
		1	2	3
6	7	8	9	10
13	14	15	16	17
20	21	22	23	24
27	28	29	30	31

APRIL

MON	TUE	WED	THUR	FRI
3	4	5	6	7
10	11	12	13	14
17	18	19	20	21
24	25	26	27	28

MAY

MON	TUE	WED	THUR	FRI
1	2	3	4	5
8	9	10	11	12
15	16	17	18	19
22	23	24	25	26
29	30	31		

JUNE

MON	TUE	WED	THUR	FRI
			1	2
5	6	7	8	9
12	13	14	15	16
19	20	21	22	23
26	27	28	29	30

Comm. Court Approval: 00/00/2016

2016-2017 PROGRAM CALENDAR

H C H S P

Hidalgo County Head Start Program

P. S. J. A.

2016

JULY

MON	TUE	WED	THUR	FRI
				1
4	5	6	7	8
11	12	13	14	15
18	19	20	21	22
25	26	27	28	29

AUGUST

MON	TUE	WED	THUR	FRI
1	2	3	4	5
8	9	10	11	12
15	16	17	18	19
22	23	24	25	26
29	30	31		

SEPTEMBER

MON	TUE	WED	THUR	FRI
			1	2
5	6	7	8	9
12	13	14	15	16
19	20	21	22	23
26	27	28	29	30

OCTOBER

MON	TUE	WED	THUR	FRI
3	4	5	6	7
10	11	12	13	14
17	18	19	20	21
24	25	26	27	28
31				

NOVEMBER

MON	TUE	WED	THUR	FRI
	1	2	3	4
7	8	9	10	11
14	15	16	17	18
21	22	23	24	25
28	29	30		

DECEMBER

MON	TUE	WED	THUR	FRI
			1	2
5	6	7	8	9
12	13	14	15	16
19	20	21	22	23
26	27	28	29	30

P.C. Approval: 00/00/2016

PROGRAM ACTIVITIES

7/26-8/4/16.....Pre Service
8/15-18/16...Parent Orientation Mtg
8/22/16.....First Day of School
8/29-9/1/16.....Volunteer Trng. Conf
9/2/16.....Networking Meeting
9/24/16.....Parent Leadership Conf
10/12/16 & 3/22/17 .....Open House
10/22/16.....Gov Leadership Conf
11/18/16.....Parent Fair
1/20/17.....Self-Assessment Trng
1/23-2/3/17.....Self-Assessment
2/8/17...Recruitment Trng. Ctr. Mgrs
2/22/17.....Fatherhood Conf
3/6-9/17.....Nutrition Contest
4/10-13/17.....Week of Young Child
4/27/17..Joint Adv/Com Partnership Mtg
5/5/17.....Volunteer Assembly
5/31/17.....Last Day of School
6/2/17.....Staff Assembly

PROGRAM HOLIDAYS

10/10/16	03/13-17/17
11/21-25/16	04/14-17/17
12/22/16 - 01/04/17	05/29/17
02/6/17	

STAFF WORKDAYS/ STUDENT HOLIDAY

01/06/17

STAFF DEVELOPMENT DAYS

01/05/17
02/07/17

RECRUITMENT DAYS

03/10/17

FIRST/LAST DAY OF SCHOOL
PROGRAM ACTIVITIES
PROGRAM HOLIDAYS
EARLY RELEASE DAYS
STAFF WORKDAYS / STUDENT HOLIDAYS

168 ISD /175 HS Service Days

2017

JANUARY

MON	TUE	WED	THUR	FRI
2	3	4	5	6
9	10	11	12	13
16	17	18	19	20
23	24	25	26	27
30	31			

FEBRUARY

MON	TUE	WED	THUR	FRI
		1	2	3
6	7	8	9	10
13	14	15	16	17
20	21	22	23	24
27	28			

MARCH

MON	TUE	WED	THUR	FRI
		1	2	3
6	7	8	9	10
13	14	15	16	17
20	21	22	23	24
27	28	29	30	31

APRIL

MON	TUE	WED	THUR	FRI
3	4	5	6	7
10	11	12	13	14
17	18	19	20	21
24	25	26	27	28

MAY

MON	TUE	WED	THUR	FRI
1	2	3	4	5
8	9	10	11	12
15	16	17	18	19
22	23	24	25	26
29	30	31		

JUNE

MON	TUE	WED	THUR	FRI
			1	2
5	6	7	8	9
12	13	14	15	16
19	20	21	22	23
26	27	28	29	30

Comm. Court Approval: 00/00/2016

2016-2017 PROGRAM CALENDAR WESLACO

H C H S P
Hidalgo County Head Start Program

2016

JULY

MON	TUE	WED	THUR	FRI
				1
4	5	6	7	8
11	12	13	14	15
18	19	20	21	22
25	26	27	28	29

AUGUST

MON	TUE	WED	THUR	FRI
1	2	3	4	5
8	9	10	11	12
15	16	17	18	19
22	23	24	25	26
29	30	31		

SEPTEMBER

MON	TUE	WED	THUR	FRI
			1	2
5	6	7	8	9
12	13	14	15	16
19	20	21	22	23
26	27	28	29	30

OCTOBER

MON	TUE	WED	THUR	FRI
3	4	5	6	7
10	11	12	13	14
17	18	19	20	21
24	25	26	27	28
31				

NOVEMBER

MON	TUE	WED	THUR	FRI
	1	2	3	4
7	8	9	10	11
14	15	16	17	18
21	22	23	24	25
28	29	30		

DECEMBER

MON	TUE	WED	THUR	FRI
			1	2
5	6	7	8	9
12	13	14	15	16
19	20	21	22	23
26	27	28	29	30

P.C. Approval: 00/00/2016

PROGRAM ACTIVITIES

- 7/26–8/4/16 .....Pre Service
- 8/15-18/16...Parent Orientation Mtg
- 8/22/16 .....First Day of School
- 8/29-9/1/16 .....Volunteer Trng. Conf
- 9/2/16 .....Networking Meeting
- 9/24/16 .....Parent Leadership Conf
- 10/12/16 & 3/22/16 .....Open House
- 10/22/16 .....Gov Leadership Conf
- 11/18/16 .....Parent Fair
- 1/20/17 .....Self-Assessment Trng
- 1/23 – 2/3/17 .....Self-Assessment
- 2/8/17...Recruitment Trng. Ctr. Mgrs
- 2/22/17 .....Fatherhood Conf
- 3/6 - 9/17 .....Nutrition Contest
- 4/10 – 13/17.....Week of Young Child
- 4/27/17 ..Joint Adv/Com Partnership Mtg.
- 5/5/17 ..... Volunteer Assembly
- 5/26/17.....Last Day of School
- 6/2/17..... Staff Assembly

PROGRAM HOLIDAYS

10/10/16	3/13-17/17
11/21-25/16	4/14/17
12/19-30/16	4/17/17(Weather Day)
2/6/17(Weather Day)	5/29/17

STAFF WORKDAYS/ STUDENT HOLIDAY
1/2/17

STAFF DEVELOPMENT DAY

RECRUITMENT DAYS
3/10/17

- FIRST/LAST DAY OF SCHOOL
- PROGRAM ACTIVITIES
- PROGRAM HOLIDAYS
- EARLY RELEASE DAYS
- STAFF WORKDAYS / STUDENT HOLIDAYS

177 ISD / 175 HS Service Days

2017

JANUARY

MON	TUE	WED	THUR	FRI
2	3	4	5	6
9	10	11	12	13
16	17	18	19	20
23	24	25	26	27
30	31			

FEBRUARY

MON	TUE	WED	THUR	FRI
		1	2	3
6	7	8	9	10
13	14	15	16	17
20	21	22	23	24
27	28			

MARCH

MON	TUE	WED	THUR	FRI
		1	2	3
6	7	8	9	10
13	14	15	16	17
20	21	22	23	24
27	28	29	30	31

APRIL

MON	TUE	WED	THUR	FRI
3	4	5	6	7
10	11	12	13	14
17	18	19	20	21
24	25	26	27	28

MAY

MON	TUE	WED	THUR	FRI
1	2	3	4	5
8	9	10	11	12
15	16	17	18	19
22	23	24	25	26
29	30	31		

JUNE

MON	TUE	WED	THUR	FRI
			1	2
5	6	7	8	9
12	13	14	15	16
19	20	21	22	23
26	27	28	29	30

Comm. Court Approval: 00/00/2016

2016-2017 PROGRAM CALENDAR
LA JOYA

H C H S P
Hidalgo County Head Start Program

2016

JULY

MON	TUE	WED	THUR	FRI
				1
4	5	6	7	8
11	12	13	14	15
18	19	20	21	22
25	26	27	28	29

AUGUST

MON	TUE	WED	THUR	FRI
1	2	3	4	5
8	9	10	11	12
15	16	17	18	19
22	23	24	25	26
29	30	31		

SEPTEMBER

MON	TUE	WED	THUR	FRI
			1	2
5	6	7	8	9
12	13	14	15	16
19	20	21	22	23
26	27	28	29	30

OCTOBER

MON	TUE	WED	THUR	FRI
3	4	5	6	7
10	11	12	13	14
17	18	19	20	21
24	25	26	27	28
31				

NOVEMBER

MON	TUE	WED	THUR	FRI
	1	2	3	4
7	8	9	10	11
14	15	16	17	18
21	22	23	24	25
28	29	30		

DECEMBER

MON	TUE	WED	THUR	FRI
			1	2
5	6	7	8	9
12	13	14	15	16
19	20	21	22	23
26	27	28	29	30

P.C. Approval: 00/00/2016

PROGRAM ACTIVITIES

- 7/26-8/4/16 .....Pre Service
- 8/15-18/16...Parent Orientation Mtg
- 8/22/16.....First Day of School
- 8/29-9/1/16.....Volunteer Trng Conf
- 9/2/16.....Networking Meeting
- 9/24/16.....Parent Leadership Conf
- 10/12/16 & 3/22/17.....Open House
- 10/22/16.....Gov Leadership Conf
- 11/18/16.....Parent Fair
- 1/20/17.....Self-Assessment Trng
- 1/23/-2/3/17.....Self-Assessment
- 2/8/17...Recruitment Trng. Ctr. Mgrs
- 2/22/17.....Fatherhood Conf
- 3/6-9/17.....Nutrition Contest
- 4/10-13/17.....Week of Young Child
- 4/27/17...Joint Adv/Com Partnership Mtg.
- 5/5/17..... Volunteer Assembly
- 5/30/17..... Last Day of School
- 6/2/17..... Staff Assembly

PROGRAM HOLIDAYS

10/10/16 (Weather Day)	3/13-17/17
11/21-25/16	4/14-17/17
12/22-1/4/17	
2/13/17 (Weather Day)	

STAFF WORKDAYS/ STUDENT HOLIDAY

9/30/16

1/5/17

STAFF DEVELOPMENT DAYS

1/6/17

RECRUITMENT DAYS

3/10/17

- FIRST/LAST DAY OF SCHOOL
- PROGRAM ACTIVITIES
- PROGRAM HOLIDAYS
- EARLY RELEASE DAYS
- STAFF WORKDAYS / STUDENT HOLIDAYS

175 ISD / 175 HS Service Days

2017

JANUARY

MON	TUE	WED	THUR	FRI
2	3	4	5	6
9	10	11	12	13
16	17	18	19	20
23	24	25	26	27
30	31			

FEBRUARY

MON	TUE	WED	THUR	FRI
		1	2	3
6	7	8	9	10
13	14	15	16	17
20	21	22	23	24
27	28			

MARCH

MON	TUE	WED	THUR	FRI
		1	2	3
6	7	8	9	10
13	14	15	16	17
20	21	22	23	24
27	28	29	30	31

APRIL

MON	TUE	WED	THUR	FRI
3	4	5	6	7
10	11	12	13	14
17	18	19	20	21
24	25	26	27	28

MAY

MON	TUE	WED	THUR	FRI
1	2	3	4	5
8	9	10	11	12
15	16	17	18	19
22	23	24	25	26
29	30	31		

JUNE

MON	TUE	WED	THUR	FRI
			1	2
5	6	7	8	9
12	13	14	15	16
19	20	21	22	23
26	27	28	29	30

Comm. Court Approval: 00/00/2016

HCHSP
Hidalgo County Head Start Program

2016-2017 PROGRAM CALENDAR
EDCOUCH

2016

JULY

MON	TUE	WED	THUR	FRI
				1
4	5	6	7	8
11	12	13	14	15
18	19	20	21	22
25	26	27	28	29

AUGUST

MON	TUE	WED	THUR	FRI
1	2	3	4	5
8	9	10	11	12
15	16	17	18	19
22	23	24	25	26
29	30	31		

SEPTEMBER

MON	TUE	WED	THUR	FRI
			1	2
5	6	7	8	9
12	13	14	15	16
19	20	21	22	23
26	27	28	29	30

OCTOBER

MON	TUE	WED	THUR	FRI
3	4	5	6	7
10	11	12	13	14
17	18	19	20	21
24	25	26	27	28
31				

NOVEMBER

MON	TUE	WED	THUR	FRI
	1	2	3	4
7	8	9	10	11
14	15	16	17	18
21	22	23	24	25
28	29	30		

DECEMBER

MON	TUE	WED	THUR	FRI
			1	2
5	6	7	8	9
12	13	14	15	16
19	20	21	22	23
26	27	28	29	30

P.C. Approval: 00/00/2016

PROGRAM ACTIVITIES

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- 1/20/17.....Self-Assessment Trng
- 1/23/-2/3/17.....Self-Assessment
- 2/8/17...Recruitment Trng. Ctr. Mgrs
- 2/22/17.....Fatherhood Conf
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- 4/10-13/17.....Week of Young Child
- 4/27/17...Joint Adv/Com Partnership Mtg.
- 5/5/17..... Volunteer Assembly
- 6/1/17..... Last Day of School
- 6/2/17..... Staff Assembly

PROGRAM HOLIDAYS

10/10/16	3/13-17/17
11/21-25/16	4/14-17/17
12/19-30/16	5/15/17(Bad Weather)
2/6/17(Bad Weather)	

STAFF WORKDAYS/ STUDENT HOLIDAY

1/2/17

STAFF DEVELOPMENT DAYS

11/4/16

1/3/17

2/17/17

RECRUITMENT DAYS

3/10/17

- FIRST/LAST DAY OF SCHOOL
- PROGRAM ACTIVITIES
- PROGRAM HOLIDAYS
- EARLY RELEASE DAYS
- STAFF WORKDAYS / STUDENT HOLIDAYS

177 ISD / 175 HS Service Days

2017

JANUARY

MON	TUE	WED	THUR	FRI
2	3	4	5	6
9	10	11	12	13
16	17	18	19	20
23	24	25	26	27
30	31			

FEBRUARY

MON	TUE	WED	THUR	FRI
		1	2	3
6	7	8	9	10
13	14	15	16	17
20	21	22	23	24
27	28			

MARCH

MON	TUE	WED	THUR	FRI
		1	2	3
6	7	8	9	10
13	14	15	16	17
20	21	22	23	24
27	28	29	30	31

APRIL

MON	TUE	WED	THUR	FRI
3	4	5	6	7
10	11	12	13	14
17	18	19	20	21
24	25	26	27	28

MAY

MON	TUE	WED	THUR	FRI
1	2	3	4	5
8	9	10	11	12
15	16	17	18	19
22	23	24	25	26
29	30	31		

JUNE

MON	TUE	WED	THUR	FRI
			1	2
5	6	7	8	9
12	13	14	15	16
19	20	21	22	23
26	27	28	29	30

Comm. Court Approval: 00/00/2016

AI-54780 Head Start 15. B.

CC - REGULAR

Meeting Date: 06/07/2016

Submitted For: Edmundo Garcia, HEAD START

Submitted By: Linda Galaviz, HEAD START

Department: HEAD START

Information

CAPTION

Discussion/Approval of Summer Work Schedule

BACKGROUND

Policy Council Approval: 05.25.16

Fiscal Impact

Attachments

Summer Work Schedule

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	05/23/2016 03:52 PM
Final Approval	Monica Badillo	06/03/2016 05:59 PM

Form Started By: Linda Galaviz Started On: 05/23/2016 11:38 AM

Final Approval Date: 06/03/2016

Hidalgo County Head Start Program

Policy Council Regular Agenda

DATE: May 25, 2016

SUBJECT: Discussion/Approval of Summer Work Schedule

RATIONALE/NEED: The Administrative Office staff is recommending working the four (4) day week this summer. The day will begin at 7:00 a.m. and end at 6:00 p.m. including one (1) hour for lunch.

RECOMMENDATION: Administration recommends approval.

COST: N/A

RELATED INFORMATION INCLUDES: Summer Work Schedule Calendar

****

INITIATED BY: Teresa Flores, Executive Director JSM for TF

REVIEWED BY: Teresa Flores, Executive Director JSM for TF

EXECUTIVE DIRECTOR'S APPROVAL: for Teresa Flores

2016

SUMMER WORK SCHEDULE

Monday - Thursday
7:00 a.m. – 6:00 p.m.
Friday - OFF

JUNE 2016				
Mon	**Tue**	**Wed**	**Thu**	**Fri**
		1 8:00-5:00	**2** 8:00-5:00	**3** 8:00-5:00
6 **1st Phase Begins** 7:00-6:00	**7** 7:00-6:00	**8** 7:00-6:00	**9** 7:00-6:00	**10** **OFF**
13 7:00-6:00	**14** 7:00-6:00	**15** 7:00-6:00	**16** 7:00-6:00	**17** **OFF**
20 **2nd Phase Begins** Office Closed	**21** Office Closed	**22** Office Closed	**23** Office Closed	**24** Office Closed
27 Office Closed	**28** Office Closed	**29** Office Closed	**30** Office Closed	

JULY 2016				
Mon	**Tue**	**Wed**	**Thu**	**Fri**
				1 Office Closed
4 **Holiday**	**5** Office Closed	**6** Office Closed	**7** Office Closed	**8** Office Closed
11 Office Closed	**12** **1st Phase Returns** 7:00-6:00	**13** 7:00-6:00	**14** 7:00-6:00	**15** **OFF**
18 7:00-6:00	**19** 7:00-6:00	**20** 7:00-6:00	**21** 7:00-6:00	**22** 7:00-11:00
25 **Regular Work Schedule** 8:00-6:00	**26** **2nd Phase Returns** 8:00-6:00	**27** 8:00-6:00	**28** 8:00-6:00	**29** 8:00-6:00

Policy Council Approval:
Commissioners' Court Approval:

AI-54787 Head Start 15. C.

CC - REGULAR

Meeting Date: 06/07/2016

Submitted For: Edmundo Garcia, HEAD START

Submitted By: Linda Galaviz, HEAD START

Department: HEAD START

Information

CAPTION

Discussion/Approval on Request to Enter into a Thirty-Six (36) Month New Copier Lease Agreement for Fifty-Seven (57) Copiers Through Hidalgo County's Membership/Participation in the State of Texas Department of Information Resources (DIR) Awarded Vendor, Kyocera Document Solutions America, Inc., DIR Contract DIR-TSO-3092

BACKGROUND

Policy Council Approval: 05.25.16

Fiscal Impact

Attachments

Lease of Copiers

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	05/23/2016 03:52 PM
Final Approval	Monica Badillo	06/03/2016 05:59 PM

Form Started By: Linda Galaviz Started On: 05/23/2016 11:50 AM

Final Approval Date: 06/03/2016

Hidalgo County Head Start Program
Policy Council Agenda

DATE: May 25, 2016

SUBJECT: Discussion/Approval on Request to Enter into a Thirty Six (36) Month New Copier Lease Agreement for Fifty-Seven (57) Copiers Through Hidalgo County's Membership/Participation in the State of Texas Department of Information Resources (DIR) Awarded Vendor, Kyocera Document Solutions America, Inc., DIR Contract DIR-TSO-3092

RATIONALE/NEED: Copiers will be assigned at each Head Start Center and Head Start Administration Departments to include the Child Nutrition Program.

RECOMMENDATION: Administration recommends approval.

COST: Head Start and Child Nutrition Funds are available. 19-20-205-10000-5201

RELATED INFORMATION INCLUDED: Proposal, Vendor Info

* *

INITIATED BY: Ambrosio Tovar, Procurement Director

REVIEWED BY: Mr. Edmundo Garcia, Assistant Director

PROGRAM DIRECTOR'S APPROVAL: Teresa Flores

Kyocera Document Solutions America, Inc.

Vendor ID
1952819506801
URL
Vendor Website
(http://gov.kyoceradocumentsolutions.com/texasdir/copiers.aspx)
HUB Type
Non HUB

DIR Contract Number
DIR-TSO-3092
Contract Term End Date
7/31/2016
Contract Ext. Date
7/31/2019

E-Rate Qualified

Contact Kyocera Document Solutions America, Inc.

Contact
John Green
(mailto:john.green@da.kyocera.com)
Phone
(713) 725-6172
Fax
(973) 882-4411

Contact DIR

Contact
Airy Luangaphay
(mailto:airy.luangaphay@dir.texas.gov)
Phone
(512) 463-3018
Fax
(512) 475-4759

Contract Overview

Kyocera Document Solutions of America, Inc. offers Print, Scan, Facsimile, Copier and Multifunction Devices and Related Services Services for purchase or lease. Customers can purchase directly through this DIR contract. This Contract is e-rated and may be used by state and local government, public education, other public entities in Texas, as well as public entities outside the state. Resellers are available for this contract.

Contract Documents

- DIR-TSO-3092 Contract PDF (139.52KB) (http://publishingext.dir.texas.gov/portal/internal/contracts-and-services/Contracts/DIR-TSO-3092 Contract.pdf)
- DIR-TSO-3092 Appendix A Standard Terms and Conditions PDF (713.62KB) (http://publishingext.dir.texas.gov/portal/internal/contracts-and-services/Contracts/DIR-TSO-3092 Appendix A Standard Terms and Conditions.pdf)

DIGITAL
COPIERS • PRINTERS • DOCUMENT MANAGEMENT

Copystar
Kyocera Mita Technology
AUTHORIZED DEALER

Digital Copiers • Networked Copiers • Facsimiles • Laser Printers • Color Copiers • Wide Format Copiers • Sales • Service • Supplies

May 16, 2016

Proposal Prepared For
DIR TSO-3092 PRICING

HIDALGO COUNTY HEAD START PROGRAM

Attn: Mr. Tovar/Mr. Cabrera

KYOCERA ECOSYS M6526CIDN (53)

Digital Color Copier | Network Print | Scan System | Network Fax System

28 Pages Per Minute
50-Sheet Multi-Purpose Tray
65k Max Monthly Volume
29 Seconds Warm-Up Time
Stand(53)

250-Sheet Paper Cassette
Duplex Unit
12 Seconds First Page Out
500 Sheet Drawer (PF-520)(53)
Surge Protector(53)

FEATURES: Configuration Color Multifunctional Printer - Standard Color Copy, Print, Scan, and Black & White Fax Pages Per Minute Letter: 28 ppm; Legal: 23 ppm; A4: 26 ppm Warm-up Time 29 Seconds or Less First Copy / Print Out Time Black: 10 Seconds, Color: 12 Seconds / Black: 9.0 Seconds, Color: 10.5 Seconds Resolution 600 x 600 dpi Memory (Std / Max) 768MB RAM / 1792MB RAM Duplex Standard Stackless Electrical Requirements 120V, 60Hz, 9A 220-240V, 50/60Hz, 5A Typical Energy Consumption (TEC) 3694 KWh/Week Size / Weight 20.3" W x 21.7" D x 22.9" H / 80.5 lbs Max Monthly Duty Cycle 65,000 Pages Per Month

Printer Specifications: Controller PowerPC 464 / 667MHz PDLs/Emulations PRESCRIBE, PCL6 (5e, XL), KPDL3 (PS3), XPS Fonts 93 KPDL3, PCL6, 8 Vista, 1 Bitmap, 45 Barcodes, 1 PDF-417 Windows OS Compatibility Windows 2000 / XP / 2003 / Vista / 2008 / 7 Mac OS Compatibility Mac OS 10.x UNIX OS Compatibility Sun OS 4.1.x; Solaris 2.x; AIX; HP-UX (LPR) Interfaces Standard: 10/100BaseTX, Hi-Speed USB 2.0, USB

Scan Specifications: Scan Type Color and Black & White Scanner Max Scan Resolutions 600x600 dpi Scanning Speed 25 ipm color/35 ipm black is at 300 dpi color/600 dpi black; File Formats Supported PDF, TIFF, JPEG, XPS Connectivity / Scan to PC and USB

Fax Specifications: Compression Method: MH/MR?MMR/JBIG; Modem Speed 33.6 Kbps; Max Resolution: 400x400 dpi; Transmission speed of 2.5 seconds; 256 sheets of substitute memory reception; interrupt send; memory forwarding; continuous scan mode; network faxing; duplex transmission; reception; dual access; encrypted transmission and reception

KYOCERA mita
AUTHORIZED RESELLER

COPYSTAR CS-5551ci

(Administration Stairway)

Color Multifunctional System

Digital Copier | Network Print/Color Scan System |

55 Copies Per Minute B&W
Dual 500-Sheet Paper Drawers
150-Sheet Multipurpose Tray
2 GB RAM
Dual 160 GB HDD
Dual 1500 Sheet Drawers (PF-740B)
Surge Protector

50 Copies Per Minute Full-Color
225k Max Monthly Volume
Automatic Duplex Unit
Reversing Auto Doc. Feeder (DP770B)
1 K Sheet Finisher (DF770C)
Bridge Unit (AK731)
Hole Punch Unit (PH7A)

FEATURES: 2GB RAM; 160GB x 2 HD, 8 Bit Color Depth, 600 x 600 DPI Resolution, Paper Size: 5.5" x 8.5" – 11" x 17" (Legal to Ledger); Input Materials: Bond Paper, Recycled Paper, Transparencies, Cardstock, Envelopes; Zoom 25% - 400% in 1 step increments, 5 Reduction / Enlargement Settings, 4.4 sec Black/ 5.7 sec Color first copy/print out

DIGITAL FEATURES: 1-999 Continuous Copy, Mirror Image, Rotate Copy, Erase, Split Copy, Electronic Sort, Margin Shift, XY-Zoom, Job Interrupt, Job Build, Job Programs, Repeat Copy, 1,000 Department Codes, OneTouch Color Adjustment, Color Balance, Color Calibration, Page Number, Form Overlay, Shortcut Keys, Job Box, Removable Memory Box, Custom Box

PRINT/COLOR SCAN FEATURES: 200/300/400/600 DPI Scan Resolution, Black & White: PDF, TIFF File Formats; Color: PDF, JPEG, TIFF, XPS File Formats; Windows 2000/XP/2003/Vista/2008, Mac OS 10.x, Novell, UNIX Compatible, Standard 10/100/1000 BaseTX, High Speed USB 2.0, USB Host Interface, 2 Expansion Slots, Scan to Folder (SMB) / e-Mail / FTP / USB / WSD Scan / TWAIN Scan

COPYSTAR CS-5551ci

(Administration Finance)

Color Multifunctional System

Digital Copier | Network Print/Color Scan System | Network Fax System

55 Copies Per Minute B&W
Dual 500-Sheet Paper Drawers
150-Sheet Multipurpose Tray
2 GB RAM
Dual 160 GB HDD
Dual 1500 Sheet Drawers (PF-740B)
Surge Protector

50 Copies Per Minute Full-Color
225k Max Monthly Volume
Automatic Duplex Unit
Reversing Auto. Doc. Feeder (DP770B)
1 K Sheet Finisher (DF770C)
Bridge Unit (AK731)

FEATURES: 2GB RAM; 160GB x 2 HD, 8 Bit Color Depth, 600 x 600 DPI Resolution, Paper Size: 5.5" x 8.5" – 11" x 17" (Legal to Ledger); Input Materials: Bond Paper, Recycled Paper, Transparencies, Cardstock, Envelopes; Zoom 25% - 400% in 1 step increments, 5 Reduction / Enlargement Settings, 4.4 sec Black/ 5.7 sec Color first copy/print out

DIGITAL FEATURES: 1-999 Continuous Copy, Mirror Image, Rotate Copy, Erase, Split Copy, Electronic Sort, Margin Shift, XY-Zoom, Job Interrupt, Job Build, Job Programs, Repeat Copy, 1,000 Department Codes, OneTouch Color Adjustment, Color Balance, Color Calibration, Page Number, Form Overlay, Shortcut Keys, Job Box, Removable Memory Box, Custom Box

PRINT/COLOR SCAN FEATURES: 200/300/400/600 DPI Scan Resolution, Black & White: PDF, TIFF File Formats; Color: PDF, JPEG, TIFF, XPS File Formats; Windows 2000/XP/2003/Vista/2008, Mac OS 10.x, Novell, UNIX Compatible, Standard 10/100/1000 BaseTX, High Speed USB 2.0, USB Host Interface, 2 Expansion Slots, Scan to Folder (SMB) / e-Mail / FTP / USB / WSD Scan / TWAIN Scan

FAX FEATURES: G3 Fax, Transmission Speed 3 sec./page, Modem Speed 33.6 Kbps, Data Compression: JBIG/MMR/MR/MH, Memory 12MB, Duplex TX/RX, Confidential RX/TX, Broadcasting, Dual Fax, Fax Box

4800 W. Expressway 83 • McAllen, TX 78501 • McAllen (956) 630-1877 • Toll Free (800) 880-7807 • Facsimile (956) 631-7728

COPYSTAR CS-5551ci

(Administration Nutrition)

Color Multifunctional System

Digital Copier | Network Print/Color Scan System | Network Fax System

55 Copies Per Minute B&W
Dual 500-Sheet Paper Drawers
150-Sheet Multipurpose Tray
2 GB RAM
Dual 160 GB HDD
Surge Protector

50 Copies Per Minute Full-Color
225k Max Monthly Volume
Automatic Duplex Unit
Reversing Auto. Doc. Feeder (DP770B)
Copier Stand

FEATURES: 2GB RAM; 160GB x 2 HD, 8 Bit Color Depth, 600 x 600 DPI Resolution, Paper Size: 5.5" x 8.5" – 11" x 17" (Legal to Ledger); Input Materials: Bond Paper, Recycled Paper, Transparencies, Cardstock, Envelopes; Zoom 25% - 400% in 1 step increments, 5 Reduction / Enlargement Settings, 4.4 sec Black/ 5.7 sec Color first copy/print out

DIGITAL FEATURES: 1-999 Continuous Copy, Mirror Image, Rotate Copy, Erase, Split Copy, Electronic Sort, Margin Shift, XY-Zoom, Job Interrupt, Job Build, Job Programs, Repeat Copy, 1,000 Department Codes, OneTouch Color Adjustment, Color Balance, Color Calibration, Page Number, Form Overlay, Shortcut Keys, Job Box, Removable Memory Box, Custom Box

PRINT/COLOR SCAN FEATURES: 200/300/400/600 DPI Scan Resolution, Black & White: PDF, TIFF File Formats; Color: PDF, JPEG, TIFF, XPS File Formats; Windows 2000/XP/2003/Vista/2008, Mac OS 10.x, Novell, UNIX Compatible, Standard 10/100/1000 BaseTX, High Speed USB 2.0, USB Host Interface, 2 Expansion Slots, Scan to Folder (SMB) / e-Mail / FTP / USB / WSD Scan / TWAIN Scan

FAX FEATURES: G3 Fax, Transmission Speed 3 sec./page, Modem Speed 33.6 Kbps, Data Compression: JBIG/MMR/MR/MH, Memory 12MB, Duplex TX/RX, Confidential RX/TX, Broadcasting, Dual Fax, Fax Box

COPYSTAR CS-5551ci

Color Multifunctional System

(Administration MIS)

Digital Copier | Network Print/Color Scan System |

55 Copies Per Minute B&W
Dual 500-Sheet Paper Drawers
150-Sheet Multipurpose Tray
2 GB RAM
Dual 160 GB HDD
Dual 1500 Sheet Drawers (PF-740B)
Surge Protector

50 Copies Per Minute Full-Color
225k Max Monthly Volume
Automatic Duplex Unit
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Bridge Unit (AK731)
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FEATURES: 2GB RAM; 160GB x 2 HD, 8 Bit Color Depth, 600 x 600 DPI Resolution, Paper Size: 5.5" x 8.5" – 11" x 17" (Legal to Ledger); Input Materials: Bond Paper, Recycled Paper, Transparencies, Cardstock, Envelopes; Zoom 25% - 400% in 1 step increments, 5 Reduction / Enlargement Settings, 4.4 sec Black/ 5.7 sec Color first copy/print out

DIGITAL FEATURES: 1-999 Continuous Copy, Mirror Image, Rotate Copy, Erase, Split Copy, Electronic Sort, Margin Shift, XY-Zoom, Job Interrupt, Job Build, Job Programs, Repeat Copy, 1,000 Department Codes, OneTouch Color Adjustment, Color Balance, Color Calibration, Page Number, Form Overlay, Shortcut Keys, Job Box, Removable Memory Box, Custom Box

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DIR LEASE INVESTMENT

KYOCERA ECOSYS M6526cidn (53), CS-5551ci (4) — 36 months $4,553.29

(M6526cidn)

SERVICE AGREEMENT METER PLAN COLOR $.085 PER COPY BLACK $.02 PER COPY

This service agreement will cover up to the full term of the lease and will cover FULL maintenance and replacement of any necessary parts and consumable supplies including Drum, Developer & Toner. The service agreement will exclude paper & staples only.

(CS-5551ci)

SERVICE AGREEMENT METER PLAN COLOR $.055 PER COPY BLACK $.008 PER COPY

This service agreement will cover up to the full term of the lease and will cover FULL maintenance and replacement of any necessary parts and consumable supplies including Drum, Developer & Toner. The service agreement will exclude paper & staples only.

- Free Installation
- No Property Taxes
- No Documentation Fee
- No Insurance Needed
- No Freight Cost at end of term

Thank You,

Daniel Montano
Vice President

_____ _____
Authorized Signature for approval of proposal as stated above — Date

KYOCERA mita
AUTHORIZED RESELLER

AI-54786 Head Start 15. D.

CC - REGULAR

Meeting Date: 06/07/2016

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 the Entities Listed on the Attached List

BACKGROUND

Policy Council Approval: 05.25.16

Fiscal Impact

Attachments

MOUs 2016-2017

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	05/23/2016 03:52 PM
Final Approval	Monica Badillo	06/03/2016 05:59 PM

Form Started By: Linda Galaviz Started On: 05/23/2016 11:48 AM

Final Approval Date: 06/03/2016

Hidalgo County Head Start Program
Policy Council Agenda

DATE: May 25, 2016

SUBJECT: Presentation for Discussion, Consideration and Approval to Enter into a Memorandum of Understanding (MOU) Between Hidalgo County Head Start Program and the Entities Listed on the Attached List

RATIONALE/NEED: Memorandum of Understanding (MOU) is to collaborate with Local Education Agencies, Universities and Local Community Agencies in assisting the Head Start Children and families.

RECOMMENDATION: Administration recommends approval.

COST: There is no cost.

RELATED INFORMATION INCLUDED: Memorandums of Understanding

****

INITIATED BY: Ambrosio Tovar, Procurement Director

REVIEWED BY: Mr. Edmundo Garcia, Assistant Director

PROGRAM DIRECTOR'S APPROVAL: Teresa Flores

MOU List 2016-2017

#	ENTITY	SERVICE	TERM
1	Donna ISD	To evaluate, identify and serve children with disabilities	School Year 2016-2017
2	Edcouch-Elsa ISD	To evaluate, identify and serve children with disabilities	School Year 2016-2017
3	Edinburg CISD	To evaluate, identify and serve children with disabilities	School Year 2016-2017
4	Hidalgo ISD	To evaluate, identify and serve children with disabilities	School Year 2016-2017
5	La Joya ISD	To evaluate, identify and serve children with disabilities	School Year 2016-2017
6	McAllen ISD	To evaluate, identify and serve children with disabilities	School Year 2016-2017
7	Mercedes ISD	To provide literacy education to improve school readiness	School Year 2016-2017
8	Mission CISD	To evaluate, identify and serve children with disabilities	School Year 2016-2017
9	Progreso ISD	To evaluate, identify and serve children with disabilities	School Year 2016-2017
10	PSJA ISD	To evaluate, identify and serve children with disabilities	School Year 2016-2017
11	Sharyland ISD	To evaluate, identify and serve children with disabilities	School Year 2016-2017
12	Valley View ISD	To evaluate, identify and serve children with disabilities	School Year 2016-2017
13	Weslaco ISD	To evaluate, identify and serve children with disabilities	School Year 2016-2017
14	Edcouch-Elsa ISD - SRI	To provide resources sharing, in-service training and joint training for staff and parents	School Year 2016-2017
15	La Joya ISD - SRI	To provide resources sharing, in-service training and joint training for staff and parents	School Year 2016-2017
16	PSJA ISD - SRI	To provide resources sharing, in-service training and joint training for staff and parents	School Year 2016-2017
17	Valley View ISD - SRI	To provide resources sharing, in-service training and joint training for staff and parents	School Year 2016-2017
18	Weslaco ISD - SRI	To provide resources sharing, in-service training and joint training for staff and parents	School Year 2016-2017
19	McAllen ISD PPCD	Pre-School Program for Children with disabilities	School Year 2016-2017
20	AVANCE, Inc./Colonia's Early Head Start Program	To provide jointly coordinated delivery of services	School Year 2016-2017
21	Behavioral Health Solution of South Texas	Establish central data collection repository for Reg 11 to ensure accessible regional substance abuse & mental health training.	School Year 2016-2017
22	County of Hidalgo Community Service Agency	To provide social services, assistance in housing, medical services, etc. to Head Start families	School Year 2016-2017
23	Easter Seals ECI	To provide jointly coordinated services to children wth disabilities	School Year 2016-2017
24	Senior Community Outreach Services, Inc./ Foster Grandparent Program	To provide training & resources for foster grandparents assisting in the Head Start classrooms	School Year 2016-2017
25	Hidalgo County Health & Human Services	To provide jointly coordinated health services to children and families	School Year 2016-2017
26	Hidalgo County WIC Program	To assist with referrals and review of Program Plans	School Year 2016-2017
27	Hope Family Health Center	To provide primary health care services to families	School Year 2016-2017
28	Women Together Foundation, Inc. Mujeres Unidas	Provide emotional & physical support & shelter to families	School Year 2016-2017
29	Region One ESC Early Childhood Intervention Program (ECI)	To provide jointly coordinated services to children with disabilities	School Year 2016-2017
30	Region One Education Service Center Child Find/Child Serve	To provide resources, assistance and training for families of children with disabilities	School Year 2016-2017
31	Rio Grande Regional Hospital, Inc.	To conduct asthma education to Head Start Program	School Year 2016-2017
32	Partners Resource Network, Inc. - TEAM PROJECT	To provide training for staff/families of children with disabilities	School Year 2016-2017
33	Hidalgo County Housing Authority	To provide housing needs to Head Start families	School Year 2016-2017
34	South Texas College (Lab)	Child development, Field & Lab Experiences	School Year 2016-2017
35	Texas A&M AgriLife Extension	To provide Parent Nutrition Classes & Review of Program Plans	School Year 2016-2017
36	Texas Attorney General	Educate parents on child support services	School Year 2016-2017
37	University of Texas RGV American-Coord Prog in Dietetics	To assist with Program Plan-Menus, Child Nutrition Forms and to provide student interns in the Head Start program	School Year 2016-2017

DONNA ISD

Memorandum of Understanding Between

Hidalgo County Head Start Program

And

Donna Independent School District

The **Hidalgo County Head Start Program (HCHSP)** and **Donna Independent School District (Donna ISD)** agree to work collaboratively in providing special services to children with special needs aged 3 to 4 years old who are deemed eligible for early childhood education as set out herein.

The terms and conditions set forth in the following document shall constitute the entire Agreement between the **HCHSP** and **Donna ISD** may not be amended except by a written document signed by **HCHSP** and **Donna ISD.**

Donna Independent School District "Donna ISD" will:

A. Diagnose and document the results of children referred from the **HCHSP** upon completion of the multi-disciplinary evaluation in an attempt to meet its 10% mandate of children with disabilities.

B. At the discretion of the parent(s) notify the HCHSP's staff in writing of the Individual Education Plan (IEP) meeting five (5) days prior to scheduled date. The IEP meeting will be conducted within thirty (30) days of completing the child's evaluation and in the parent's dominant language.

C. Access to special education and related services provided by the **Donna ISD** within thirty (30) days of parents signing the child's IEP and the Consent for Placement. Services will be delivered to the child in the least restrictive environment available. The IEP will be provided to parents in their dominant language.

D. In-service training for staff and parents in order to provide the continuity of services as deemed necessary by both parties.

E. Provide necessary special education and related services in accordance with the state and federal statues and regulations to dually enrolled children.

F. Participate in resource sharing (i.e. equipment, materials, staff, etc.).

G. Provide on-site (at Head Start Center) services when deemed appropriate.

H. Provide the **HCHSP** with progress reports on any children receiving special services every six (6) weeks. Head Start will secure parental consents.

I. Address transition on IEP for those children exiting Head Start and enrolling with the Local Education Agency (LEA).

J. Abide by the U.S. Department of Health and Human Services final regulations pursuant to the Health Insurance Portability and Accountability Act of 1996 (HIPAA).

K. Special Education and related services will be provided by personnel meeting state licensure qualifications.

Hidalgo County Head Start "HCHSP" will:

A. Assist the **Donna ISD** in the location of children with disabilities through participation in Child Find activities (clinics, fairs, meetings, etc.).

B. Participate in joint training for staff and parents.

C. Secure parental consent for referral to the LEA after completing the required screening/assessment for those children showing a delay of six (6) months or more in any area or who were identified by parents or physicians as needing further evaluation.

D. Address transition on IEP for those children exiting Head Start and enrolling with LEA.

E. Participate in resource sharing (i.e. equipment, materials, staff, etc.).

F. Participate in the **Donna ISD's** Fall PEIMS Snapshot (formally December 1st) child count as appropriate.

G. Participate in the development and implementation of the IEP as appropriate, to include placement decisions.

H. Transport and provide translation services as needed by parents to attend IEP meetings when requested. Also provide transportation for children to and from LEA Therapy site if possible.

I. Complete health screenings on all children, within forty-five (45) days of enrollment, as required in the Head Start Performance Standards.

J. Abide by the U.S. Department of Health and Human Services final regulations pursuant to the Health Insurance Portability and Accountability Act of 1996 (HIPAA).

K. Maintain the children's, families', and programmatic records in a manner that will assure the protection of the rights and privacy of parents, families, and staff. All HCHSP records, data, or information related to individual children, families, and staff will be treated as confidential. Release of information will take place only with clients' prior written consent and approval.

Collaboration Efforts between Donna Independent School District and HCHSP:

- Both parties agree to refer clients as appropriate to each other. Services to the client will be based upon the needs of said client and the receiving agency's or program's ability to provide services. In the event that the receiving agency or program is unable to provide services to the client, it is agreed that alternate referrals will be provided as possible resources.

- Both parties agree that they will exchange reports describing services rendered between each other and programs on a regular basis. When possible, to participate and collaborate in shared forums, networking meetings, and training sessions.

Termination:

Either party may terminate the Agreement, with or without cause, by giving ten (10) days written notice to the other.

Term:

This Agreement is in effect for the 2016-2017 school year, unless earlier terminated as provided herein.

Governing Law:

This Memorandum of Understanding will be construed in accordance with the Laws of the State of Texas and is performable in Hidalgo County, Texas.

Consideration:

This Agreement is being made in consideration of the following: **Donna Independent School District** and **Hidalgo County Head Start Program** agree that there will be no financial exchange of monies or other compensation.

Donna Independent School District

_____ _____, *Superintendent of Schools*

Authorized Signature *Date* *Print Name and Title*

_____ *Dr. Diana Villanueva, Special Education Director*

Authorized Signature *Date* *Print Name and Title*

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:

EDCOUCH-ELSA ISD

Memorandum of Understanding Between

Hidalgo County Head Start Program

And

Edcouch-Elsa Independent School District

The **Hidalgo County Head Start Program (HCHSP)** and **Edcouch-Elsa Independent School District (EEISD)** agree to work collaboratively in providing special services to children with special needs aged 3 to 4 years old who are deemed eligible for early childhood education as set out herein.

The terms and conditions set forth in the following document shall constitute the entire Agreement between the **HCHSP** and **EEISD** may not be amended except by a written document signed by **HCHSP** and **EEISD**.

Edcouch-Elsa Independent School District "EEISD" will:

A. Diagnose and document the results of children referred from the HCHSP upon completion of the multi-disciplinary evaluation in an attempt to meet its 10% mandate of children with disabilities.

B. At the discretion of the parent(s) notify the **HCHSP's** staff in writing of the Individual Education Plan (IEP) meeting five (5) days prior to scheduled date. The IEP meeting will be conducted within thirty (30) days of completing the child's evaluation and in the parent's dominant language.

C. Access to special education and related services provided by the **EEISD** within thirty (30) days of parents signing the child's IEP and the Consent for Placement. Services will be delivered to the child in the least restrictive environment available. The IEP will be provided to parents in their dominant language.

D. In-service training for staff and parents in order to provide the continuity of services as deemed necessary by both parties.

E. Provide necessary special education and related services in accordance with the state and federal statues and regulations to dually enrolled children.

F. Participate in resource sharing (i.e. equipment, materials, staff, etc.).

G. Provide on-site (at Head Start Center) services when deemed appropriate.

H. Provide the **HCHSP** with progress reports on any children receiving special services every six (6) weeks. Head Start will secure parental consents.

I. Address transition on IEP for those children exiting Head Start and enrolling with the Local Education Agency (LEA).

J. Abide by the U.S. Department of Health and Human Services final regulations pursuant to the Health Insurance Portability and Accountability Act of 1996 (HIPAA).

K. Special Education and related services will be provided by personnel meeting state licensure qualifications.

Hidalgo County Head Start "HCHSP" will:

A. Assist the **Edcouch-Elsa ISD** in the location of children with disabilities through participation in Child Find activities (clinics, fairs, meetings, etc.).

B. Participate in joint training for staff and parents.

C. Secure parental consent for referral to LEA after completing the required screening/assessment for those children showing a delay of six (6) months or more in any area or who were identified by parents or physicians as needing further evaluation.

D. Address transition on IEP for those children exiting Head Start and enrolling with LEA.

E. Participate in resource sharing (i.e. equipment, materials, staff, etc.).

F. Participate in the **EEISD's** Fall PEIMS Snapshot (formally December 1st) child count as appropriate.

G. Participate in the development and implementation of the IEP as appropriate, to include placement decisions.

H. Transport and provide translation services as needed by parents to attend IEP meetings when requested. Also provide transportation for children to and from LEA Therapy site if possible.

I. Complete health screenings on all children, within forty-five (45) days of enrollment, as required in the Head Start Performance Standards.

J. Abide by the U.S. Department of Health and Human Services final regulations pursuant to the Health Insurance Portability and Accountability Act of 1996 (HIPAA).

K. Maintain the children's, families', and programmatic records in a manner that will assure the protection of the rights and privacy of parents, families, and staff. All HCHSP records, data, or information related to individual children, families, and staff will be treated as confidential. Release of information will take place only with clients' prior written consent and approval.

Collaboration Efforts between Edcouch-Elsa Independent School District and HCHSP:

- Both parties agree to refer clients as appropriate to each other. Services to the client will be based upon the needs of said client and the receiving agency's or program's ability to provide services. In the event that the receiving agency or program is unable to provide services to the client, it is agreed that alternate referrals will be provided as possible resources.

- Both parties agree that they will exchange reports describing services rendered between each other and programs on a regular basis. When possible, to participate and collaborate in shared forums, networking meetings, and training sessions.

Termination:

Either party may terminate the Agreement, with or without cause, by giving ten (10) days written notice to the other.

Term:

This Agreement is in effect for the 2016-2017 school year, unless earlier terminated as provided herein.

Governing Law:

This Memorandum of Understanding will be construed in accordance with the Laws of the State of Texas and is performable in Hidalgo County, Texas.

Consideration:

This Agreement is being made in consideration of the following: **Edcouch-Elsa Independent School District** and **Hidalgo County Head Start Program** agree that there will be no financial exchange of monies or other compensation.

Edcouch-Elsa Independent School District

_____

Authorized Signature *Date*

Dr. Richard Rivera, Superintendent of Schools
Print Name and Title

_____

Authorized Signature *Date*

Virginio Gonzalez, Special Education Director
Print Name and Title

Hidalgo County Head Start Program

_____

Honorable Ramon Garcia
Hidalgo County Judge

_____

Date

_____

Teresa Flores, Executive Director
Hidalgo County Head Start Program

_____

Date

ATTEST:

_____

Arturo Guajardo, Jr.
Hidalgo County Clerk

Approved As To Form:
Atlas, Hall & Rodriguez, LLP

By:_____
Stephen L. Crain

Approved As To Form:
Oxford & González, P.C.

By:_____
Ricardo González

Date Approved by Policy Council:
Date Approved by Commissioner's Court:

EDINBURG CISD

Memorandum of Understanding Between

Hidalgo County Head Start Program

And

Edinburg Consolidated Independent School District

The **Hidalgo County Head Start Program (HCHSP)** and **Edinburg Consolidated Independent School District (ECISD)** agree to work collaboratively in providing special services to children with special needs aged 3 to 4 years old who are deemed eligible for early childhood education as set out herein.

The terms and conditions set forth in the following document shall constitute the entire Agreement between the **HCHSP** and **ECISD** may not be amended except by a written document signed by **HCHSP** and **ECISD**.

Edinburg Consolidated Independent School District "ECISD" will:

A. Diagnose and document the results of children referred from the HCHSP upon completion of the multi-disciplinary evaluation in an attempt to meet its 10% mandate of children with disabilities.

B. At the discretion of the parent(s) notify the **HCHSP's** staff in writing of the Individual Education Plan (IEP) meeting five (5) days prior to scheduled date. The IEP meeting will be conducted within thirty (30) days of completing the child's evaluation and in the parent's dominant language.

C. Access to special education and related services provided by the **ECISD** within thirty (30) days of parents signing the child's IEP and the Consent for Placement. Services will be delivered to the child in the least restrictive environment available. The IEP will be provided to parents in their dominant language.

D. In-service training for staff and parents in order to provide the continuity of services as deemed necessary by both parties.

E. Provide necessary special education and related services in accordance with the state and federal statues and regulations to dually enrolled children.

F. Participate in resource sharing (i.e. equipment, materials, staff, etc.).

G. Provide on-site (at Head Start Center) services when deemed appropriate.

H. Provide the HCHSP with progress reports on any children receiving special services every six (6) weeks. Head Start will secure parental consents.

I. Address transition on IEP for those children exiting Head Start and enrolling with the Local Education Agency (LEA).

J. Abide by the U.S. Department of Health and Human Services final regulations pursuant to the Health Insurance Portability and Accountability Act of 1996 (HIPAA).

K. Special Education and related services will be provided by personnel meeting state licensure qualifications.

Hidalgo County Head Start "HCHSP" will:

A. Assist the **ECISD** in the location of children with disabilities through participation in Child Find activities (clinics, fairs, meetings, etc.).

B. Participate in joint training for staff and parents.

C. Secure parental consent for referral to LEA after completing the required screening/assessment for those children showing a delay of six (6) months or more in any area or who were identified by parents or physicians as needing further evaluation.

D. Address transition on IEP for those children exiting Head Start and enrolling with LEA.

E. Participate in resource sharing (i.e. equipment, materials, staff, etc.).

F. Participate in the **ECISD's** Fall PEIMS Snapshot (formally December 1st) child count as appropriate.

G. Participate in the development and implementation of the IEP as appropriate, to include placement decisions.

H. Transport and provide translation services as needed by parents to attend IEP meetings when requested. Also provide transportation for children to and from LEA Therapy site if possible.

I. Complete health screenings on all children, within forty-five (45) days of enrollment, as required in the Head Start Performance Standards.

J. Abide by the U.S. Department of Health and Human Services final regulations pursuant to the Health Insurance Portability and Accountability Act of 1996 (HIPAA).

K. Maintain the children's, families', and programmatic records in a manner that will assure the protection of the rights and privacy of parents, families, and staff. All **HCHSP** records, data, or information related to individual children, families, and staff will be treated as confidential. Release of information will take place only with clients' prior written consent and approval.

Collaboration Efforts between Edinburg Consolidated Independent School District and HCHSP:

- Both parties agree to refer clients as appropriate to each other. Services to the client will be based upon the needs of said client and the receiving agency's or program's ability to provide services. In the event that the receiving agency or program is unable to provide services to the client, it is agreed that alternate referrals will be provided as possible resources.

- Both parties agree that they will exchange reports describing services rendered between each other and programs on a regular basis. When possible, to participate and collaborate in shared forums, networking meetings, and training sessions.

Termination:

Either party may terminate the Agreement, with or without cause, by giving ten (10) days written notice to the other.

Term:

This Agreement is in effect for the 2016-2017 school year, unless earlier terminated as provided herein.

Governing Law:

This Memorandum of Understanding will be construed in accordance with the Laws of the State of Texas and is performable in Hidalgo County, Texas.

Consideration:

This Agreement is being made in consideration of the following: **Edinburg Consolidated Independent School District** and **Hidalgo County Head Start Program** agree that there will be no financial exchange of monies or other compensation.

Edinburg Consolidated Independent School District

_____
Authorized Signature *Date*

_____
Authorized Signature *Date*

Dr. Rene Gutierrez, Superintendent of Schools
Print Name and Title

Alida Suarez, Special Education Director
Print Name and Title

Hidalgo County Head Start Program

_____
Honorable Ramon Garcia
Hidalgo County Judge

_____
Date

_____
Teresa Flores, Executive Director
Hidalgo County Head Start Program

_____
Date

ATTEST:

_____
Arturo Guajardo, Jr.
Hidalgo County Clerk

Approved As To Form:
Atlas, Hall & Rodriguez, LLP

By:_____
Stephen L. Crain

Approved As To Form:
Oxford & González, P.C.

By:_____
Ricardo González

Date Approved by Policy Council:
Date Approved by Commissioner's Court:

HIDALGO ISD

Memorandum of Understanding Between

Hidalgo County Head Start Program

And

Hidalgo Independent School District

The **Hidalgo County Head Start Program (HCHSP)** and **Hidalgo Independent School District (HISD)** agree to work collaboratively in providing special services to children with special needs aged 3 to 4 years old who are deemed eligible for early childhood education as set out herein.

The terms and conditions set forth in the following document shall constitute the entire Agreement between the **HCHSP** and **HISD** may not be amended except by a written document signed by **HCHSP** and **HISD**.

Hidalgo Independent School District "HISD" will:

A. Diagnose and document the results of children referred from the **HCHSP** upon completion of the multi-disciplinary evaluation in an attempt to meet its 10% mandate of children with disabilities.

B. At the discretion of the parent(s) notify the HCHSP's staff in writing of the Individual Education Plan (IEP) meeting five (5) days prior to scheduled date. The IEP meeting will be conducted within thirty (30) days of completing the child's evaluation and in the parent's dominant language.

C. Access to special education and related services provided by the **HISD** within thirty (30) days of parents signing the child's IEP and the Consent for Placement. Services will be delivered to the child in the least restrictive environment available. The IEP will be provided to parents in their dominant language.

D. In-service training for staff and parents in order to provide the continuity of services as deemed necessary by both parties.

E. Provide necessary special education and related services in accordance with the state and federal statues and regulations to dually enrolled children.

F. Participate in resource sharing (i.e. equipment, materials, staff, etc.).

G. Provide on-site (at Head Start Center) services when deemed appropriate.

H. Provide the **HCHSP** with progress reports on any children receiving special services every six (6) weeks. Head Start will secure parental consents.

I. Address transition on IEP for those children exiting Head Start and enrolling with the Local Education Agency (LEA).

J. Abide by the U.S. Department of Health and Human Services final regulations pursuant to the Health Insurance Portability and Accountability Act of 1996 (HIPAA).

K. Special Education and related services will be provided by personnel meeting state licensure qualifications.

Hidalgo County Head Start "HCHSP" will:

A. Assist the **HISD** in the location of children with disabilities through participation in Child Find activities (clinics, fairs, meetings, etc.).

B. Participate in joint training for staff and parents.

C. Secure parental consent for referral to LEA after completing the required screening/assessment for those children showing a delay of six (6) months or more in any area or who were identified by parents or physicians as needing further evaluation.

D. Address transition on IEP for those children exiting Head Start and enrolling with LEA.

E. Participate in resource sharing (i.e. equipment, materials, staff, etc.).

F. Participate in the HISD's Fall PEIMS Snapshot (formally December 1st) child count as appropriate.

G. Participate in the development and implementation of the IEP as appropriate, to include placement decisions.

H. Transport and provide translation services as needed by parents to attend IEP meetings when requested. Also provide transportation for children to and from LEA Therapy site if possible.

I. Complete health screenings on all children, within forty-five (45) days of enrollment, as required in the Head Start Performance Standards.

J. Abide by the U.S. Department of Health and Human Services final regulations pursuant to the Health Insurance Portability and Accountability Act of 1996 (HIPAA).

K. Maintain the children's, families', and programmatic records in a manner that will assure the protection of the rights and privacy of parents, families, and staff. All **HCHSP** records, data, or information related to individual children, families, and staff will be treated as confidential. Release of information will take place only with clients' prior written consent and approval.

Collaboration Efforts between Hidalgo Independent School District and HCHSP:

- Both parties agree to refer clients as appropriate to each other. Services to the client will be based upon the needs of said client and the receiving agency's or program's ability to provide services. In the event that the receiving agency or program is unable to provide services to the client, it is agreed that alternate referrals will be provided as possible resources.

- Both parties agree that they will exchange reports describing services rendered between each other and programs on a regular basis. When possible, to participate and collaborate in shared forums, networking meetings, and training sessions.

Termination:

Either party may terminate the Agreement, with or without cause, by giving ten (10) days written notice to the other.

Term:

This Agreement is in effect for the 2016-2017 school year, unless earlier terminated as provided herein.

Governing Law:

This Memorandum of Understanding will be construed in accordance with the Laws of the State of Texas and is performable in Hidalgo County, Texas.

Consideration:

This Agreement is being made in consideration of the following: **Hidalgo Independent School District** and **Hidalgo County Head Start Program** agree that there will be no financial exchange of monies or other compensation.

Hidalgo Independent School District

_____
Authorized Signature *Date*

Edward Blaha, Superintendent of Schools
Print Name and Title

_____
Authorized Signature *Date*

Rebecca Rodriquez, Special Education Director
Print Name and Title

Hidalgo County Head Start Program

_____
Honorable Ramon Garcia
Hidalgo County Judge

_____
Date

_____
Teresa Flores, Executive Director
Hidalgo County Head Start Program

_____
Date

ATTEST:

_____
Arturo Guajardo, Jr.
Hidalgo County Clerk

Approved As To Form:
Atlas, Hall & Rodriguez, LLP

By:_____
Stephen L. Crain

Approved As To Form:
Oxford & González, P.C.

By:_____
Ricardo González

Date Approved by Policy Council:
Date Approved by Commissioner's Court:

LA JOYA ISD

Memorandum of Understanding Between

Hidalgo County Head Start Program

And

La Joya Independent School District

The **Hidalgo County Head Start Program (HCHSP)** and **La Joya Independent School District (La Joya ISD)** agree to work collaboratively in providing special services to children with special needs aged 3 to 4 years old who are deemed eligible for early childhood education as set out herein.

The terms and conditions set forth in the following document shall constitute the entire Agreement between the **HCHSP** and **La Joya ISD** may not be amended except by a written document signed by **HCHSP** and **La Joya ISD**.

La Joya Independent School District "La Joys ISD" will:

A. Diagnose and document the results of children referred from the HCHSP upon completion of the multi-disciplinary evaluation in an attempt to meet its 10% mandate of children with disabilities.

B. At the discretion of the parent(s) notify the **HCHSP's** staff in writing of the Individual Education Plan (IEP) meeting five (5) days prior to scheduled date. The IEP meeting will be conducted within thirty (30) days of completing the child's evaluation and in the parent's dominant language.

C. Access to special education and related services provided by the **La Joya ISD** within thirty (30) days of parents signing the child's IEP and the Consent for Placement. Services will be delivered to the child in the least restrictive environment available. The IEP will be provided to parents in their dominant language.

D. In-service training for staff and parents in order to provide the continuity of services as deemed necessary by both parties.

E. Provide necessary special education and related services in accordance with the state and federal statues and regulations to dually enrolled children.

F. Participate in resource sharing (i.e. equipment, materials, staff, etc.).

G. Provide on-site (at Head Start Center) services when deemed appropriate.

H. Provide the HCHSP with progress reports on any children receiving special services every six (6) weeks. Head Start will secure parental consents.

I. Address transition on IEP for those children exiting Head Start and enrolling with the Local Education Agency (LEA).

J. Abide by the U.S. Department of Health and Human Services final regulations pursuant to the Health Insurance Portability and Accountability Act of 1996 (HIPAA).

K. Special Education and related services will be provided by personnel meeting state licensure qualifications.

Hidalgo County Head Start "HCHSP" will:

A. Assist the **La Joya ISD** in the location of children with disabilities through participation in Child Find activities (clinics, fairs, meetings, etc.).

B. Participate in joint training for staff and parents.

C. Secure parental consent for referral to LEA after completing the required screening/assessment for those children showing a delay of six (6) months or more in any area or who were identified by parents or physicians as needing further evaluation.

D. Address transition on IEP for those children exiting Head Start and enrolling with LEA.

E. Participate in resource sharing (i.e. equipment, materials, staff, etc.).

F. Participate in the **La Joya ISD's** Fall PEIMS Snapshot (formally December 1st) child count as appropriate.

G. Participate in the development and implementation of the IEP as appropriate, to include placement decisions.

H. Transport and provide translation services as needed by parents to attend IEP meetings when requested. Also provide transportation for children to and from LEA Therapy site if possible.

I. Complete health screenings on all children, within forty-five (45) days of enrollment, as required in the Head Start Performance Standards.

J. Abide by the U.S. Department of Health and Human Services final regulations pursuant to the Health Insurance Portability and Accountability Act of 1996 (HIPAA).

K. Maintain the children's, families', and programmatic records in a manner that will assure the protection of the rights and privacy of parents, families, and staff. All HCHSP records, data, or information related to individual children, families, and staff will be treated as confidential. Release of information will take place only with clients' prior written consent and approval.

Collaboration Efforts between La Joya Independent School District and HCHSP:

- Both parties agree to refer clients as appropriate to each other. Services to the client will be based upon the needs of said client and the receiving agency's or program's ability to provide services. In the event that the receiving agency or program is unable to provide services to the client, it is agreed that alternate referrals will be provided as possible resources.

- Both parties agree that they will exchange reports describing services rendered between each other and programs on a regular basis. When possible, to participate and collaborate in shared forums, networking meetings, and training sessions.

Termination:

Either party may terminate the Agreement, with or without cause, by giving ten (10) days written notice to the other.

Term:

This Agreement is in effect for the 2016-2017 school year, unless earlier terminated as provided herein.

Governing Law:

This Memorandum of Understanding will be construed in accordance with the Laws of the State of Texas and is performable in Hidalgo County, Texas.

Consideration:

This Agreement is being made in consideration of the following: **La Joya Independent School District** and **Hidalgo County Head Start Program** agree that there will be no financial exchange of monies or other compensation.

La Joya Independent School District

_____ *Dr. Alda T. Benavides, Superintendent*
Authorized Signature *Date* *Print Name and Title*

_____ *Andrea Garza, Special Education Director*
Authorized Signature *Date* *Print Name and Title*

Hidalgo County Head Start Program

_____ _____
Honorable Ramon Garcia Teresa Flores, Executive Director
Hidalgo County Judge 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:

McALLEN ISD

Memorandum of Understanding Between

Hidalgo County Head Start Program

And

McAllen Independent School District

The **Hidalgo County Head Start Program (HCHSP)** and **McAllen Independent School District (MISD)** agree to work collaboratively in providing special services to children with special needs aged 3 to 4 years old who are deemed eligible for early childhood education as set out herein.

The terms and conditions set forth in the following document shall constitute the entire Agreement between the **HCHSP** and **MISD** may not be amended except by a written document signed by **HCHSP** and **MISD**.

McAllen Independent School District "MISD" will:

A. Diagnose and document the results of children referred from the HCHSP upon completion of the multi-disciplinary evaluation in an attempt to meet its 10% mandate of children with disabilities.

B. At the discretion of the parent(s) notify the HCHSP's staff in writing of the Individual Education Plan (IEP) meeting five (5) days prior to scheduled date. The IEP meeting will be conducted within thirty (30) days of completing the child's evaluation and in the parent's dominant language.

C. Access to special education and related services provided by the MISD within thirty (30) days of parents signing the child's IEP and the Consent for Placement. Services will be delivered to the child in the least restrictive environment available. The IEP will be provided to parents in their dominant language.

D. In-service training for staff and parents in order to provide the continuity of services as deemed necessary by both parties.

E. Provide necessary special education and related services in accordance with the state and federal statues and regulations to dually enrolled children.

F. Participate in resource sharing (i.e. equipment, materials, staff, etc.).

G. Provide on-site (at Head Start Center) services when deemed appropriate.

H. Provide the HCHSP with progress reports on any children receiving special services every six (6) weeks. Head Start will secure parental consents.

I. Address transition on IEP for those children exiting Head Start and enrolling with the Local Education Agency (LEA).

J. Abide by the U.S. Department of Health and Human Services final regulations pursuant to the Health Insurance Portability and Accountability Act of 1996 (HIPAA).

K. Special Education and related services will be provided by personnel meeting state licensure qualifications.

Hidalgo County Head Start "HCHSP" will:

A. Assist the MISD in the location of children with disabilities through participation in Child Find activities (clinics, fairs, meetings, etc.).

B. Participate in joint training for staff and parents.

C. Secure parental consent for referral to LEA after completing the required screening/assessment for those children showing a delay of six (6) months or more in any area or who were identified by parents or physicians as needing further evaluation.

D. Address transition on IEP for those children exiting Head Start and enrolling with LEA.

E. Participate in resource sharing (i.e. equipment, materials, staff, etc.).

F. Participate in the **MISD's** Fall PEIMS Snapshot (formally December 1st) child count as appropriate.

G. Participate in the development and implementation of the IEP as appropriate, to include placement decisions.

H. Transport and provide translation services as needed by parents to attend IEP meetings when requested. Also provide transportation for children to and from LEA Therapy site if possible.

I. Complete health screenings on all children, within forty-five (45) days of enrollment, as required in the Head Start Performance Standards.

J. Abide by the U.S. Department of Health and Human Services final regulations pursuant to the Health Insurance Portability and Accountability Act of 1996 (HIPAA).

K. Maintain the children's, families', and programmatic records in a manner that will assure the protection of the rights and privacy of parents, families, and staff. All **HCHSP** records, data, or information related to individual children, families, and staff will be treated as confidential. Release of information will take place only with clients' prior written consent and approval.

Collaboration Efforts between McAllen Independent School District and HCHSP:

- Both parties agree to refer clients as appropriate to each other. Services to the client will be based upon the needs of said client and the receiving agency's or program's ability to provide services. In the event that the receiving agency or program is unable to provide services to the client, it is agreed that alternate referrals will be provided as possible resources.

- Both parties agree that they will exchange reports describing services rendered between each other and programs on a regular basis. When possible, to participate and collaborate in shared forums, networking meetings, and training sessions.

Termination:

Either party may terminate the Agreement, with or without cause, by giving ten (10) days written notice to the other.

Term:

This Agreement is in effect for the 2016-2017 school year, unless earlier terminated as provided herein.

Governing Law:

This Memorandum of Understanding will be construed in accordance with the Laws of the State of Texas and is performable in Hidalgo County, Texas.

Consideration:

This Agreement is being made in consideration of the following: **McAllen Independent School District** and **Hidalgo County Head Start Program** agree that there will be no financial exchange of monies or other compensation.

McAllen Independent School District

_____

Authorized Signature *Date*

Jose A. Gonzalez, Ed. D., Superintendent
Print Name and Title

_____

Authorized Signature *Date*

Sherry Mays, Special Education Director
Print Name and Title

Hidalgo County Head Start Program

_____

Honorable Ramon Garcia
Hidalgo County Judge

_____

Date

_____

Teresa Flores, Executive Director
Hidalgo County Head Start Program

_____

Date

ATTEST:

_____

Arturo Guajardo, Jr.
Hidalgo County Clerk

Approved As To Form:
Atlas, Hall & Rodriguez, LLP

By:_____
Stephen L. Crain

Approved As To Form:
Oxford & González, P.C.

By:_____
Ricardo González

Date Approved by Policy Council:
Date Approved by Commissioner's Court:

MERCEDES ISD

Memorandum of Understanding Between

Hidalgo County Head Start Program

And

Mercedes Independent School District

The **Hidalgo County Head Start Program (HCHSP)** and **Mercedes Independent School District (Mercedes ISD)** agree to work collaboratively in providing special services to children with special needs aged 3 to 4 years old who are deemed eligible for early childhood education as set out herein.

The terms and conditions set forth in the following document shall constitute the entire Agreement between the **HCHSP** and **Mercedes ISD** may not be amended except by a written document signed by **HCHSP** and **Mercedes ISD**.

Mercedes Independent School District "Mercedes ISD" will:

A. Diagnose and document the results of children referred from the **HCHSP** upon completion of the multi-disciplinary evaluation in an attempt to meet its 10% mandate of children with disabilities.

B. At the discretion of the parent(s) notify the **HCHSP's** staff in writing of the Individual Education Plan (IEP) meeting five (5) days prior to scheduled date. The IEP meeting will be conducted within thirty (30) days of completing the child's evaluation and in the parent's dominant language.

C. Access to special education and related services provided by the **Mercedes ISD** within thirty (30) days of parents signing the child's IEP and the Consent for Placement. Services will be delivered to the child in the least restrictive environment available. The IEP will be provided to parents in their dominant language.

D. In-service training for staff and parents in order to provide the continuity of services as deemed necessary by both parties.

E. Provide necessary special education and related services in accordance with the state and federal statues and regulations to dually enrolled children.

F. Participate in resource sharing (i.e. equipment, materials, staff, etc.).

G. Provide on-site (at Head Start Center) services when deemed appropriate.

H. Provide the **HCHSP** with progress reports on any children receiving special services every six (6) weeks. Head Start will secure parental consents.

I. Address transition on IEP for those children exiting Head Start and enrolling with the Local Education Agency (LEA).

J. Abide by the U.S. Department of Health and Human Services final regulations pursuant to the Health Insurance Portability and Accountability Act of 1996 (HIPAA).

K. Special Education and related services will be provided by personnel meeting state licensure qualifications.

Hidalgo County Head Start "HCHSP" will:

A. Assist the **Mercedes ISD** in the location of children with disabilities through participation in Child Find activities (clinics, fairs, meetings, etc.).

B. Participate in joint training for staff and parents.

C. Secure parental consent for referral to LEA after completing the required screening/assessment for those children showing a delay of six (6) months or more in any area or who were identified by parents or physicians as needing further evaluation.

D. Address transition on IEP for those children exiting Head Start and enrolling with LEA.

E. Participate in resource sharing (i.e. equipment, materials, staff, etc.).

F. Participate in the **Mercedes ISD's** Fall PEIMS Snapshot (formally December 1st) child count as appropriate.

G. Participate in the development and implementation of the IEP as appropriate, to include placement decisions.

H. Transport and provide translation services as needed by parents to attend IEP meetings when requested. Also provide transportation for children to and from LEA Therapy site if possible.

I. Complete health screenings on all children, within forty-five (45) days of enrollment, as required in the Head Start Performance Standards.

J. Abide by the U.S. Department of Health and Human Services final regulations pursuant to the Health Insurance Portability and Accountability Act of 1996 (HIPAA).

K. Maintain the children's, families', and programmatic records in a manner that will assure the protection of the rights and privacy of parents, families, and staff. All **HCHSP** records, data, or information related to individual children, families, and staff will be treated as confidential. Release of information will take place only with clients' prior written consent and approval.

Collaboration Efforts between Mercedes Independent School District and HCHSP:

- Both parties agree to refer clients as appropriate to each other. Services to the client will be based upon the needs of said client and the receiving agency's or program's ability to provide services. In the event that the receiving agency or program is unable to provide services to the client, it is agreed that alternate referrals will be provided as possible resources.

- Both parties agree that they will exchange reports describing services rendered between each other and programs on a regular basis. When possible, to participate and collaborate in shared forums, networking meetings, and training sessions.

Termination:

Either party may terminate the Agreement, with or without cause, by giving ten (10) days written notice to the other.

Term:

This Agreement is in effect for the 2016-2017 school year, unless earlier terminated as provided herein.

Governing Law:

This Memorandum of Understanding will be construed in accordance with the Laws of the State of Texas and is performable in Hidalgo County, Texas.

Consideration:

This Agreement is being made in consideration of the following: **Mercedes Independent School District** and **Hidalgo County Head Start Program** agree that there will be no financial exchange of monies or other compensation.

Mercedes Independent School District

_____
Authorized Signature *Date*

Dr. Daniel Trevino, Jr., Superintendent
Print Name and Title

_____
Authorized Signature *Date*

Paulita Guzman, Special Education Director
Print Name and Title

Hidalgo County Head Start Program

_____
Honorable Ramon Garcia
Hidalgo County Judge

_____
Date

_____
Teresa Flores, Executive Director
Hidalgo County Head Start Program

_____
Date

ATTEST:

_____
Arturo Guajardo, Jr.
Hidalgo County Clerk

Approved As To Form:
Atlas, Hall & Rodriguez, LLP

By:_____
Stephen L. Crain

Approved As To Form:
Oxford & González, P.C.

By:_____
Ricardo González

Date Approved by Policy Council:
Date Approved by Commissioner's Court:

MISSION CISD

Memorandum of Understanding Between

Hidalgo County Head Start Program

And

Mission Consolidated Independent School District

The **Hidalgo County Head Start Program (HCHSP)** and **Mission Consolidated Independent School District (MCISD)** agree to work collaboratively in providing special services to children with special needs aged 3 to 4 years old who are deemed eligible for early childhood education as set out herein.

The terms and conditions set forth in the following document shall constitute the entire Agreement between the **HCHSP** and **Mission CISD** may not be amended except by a written document signed by **HCHSP** and **Mission CISD**.

Mission Consolidated Independent School District "Mission CISD" will:

A. Diagnose and document the results of children referred from the **HCHSP** upon completion of the multi-disciplinary evaluation in an attempt to meet its 10% mandate of children with disabilities.

B. At the discretion of the parent(s) notify the **HCHSP's** staff in writing of the Individual Education Plan (IEP) meeting five (5) days prior to scheduled date. The IEP meeting will be conducted within thirty (30) days of completing the child's evaluation and in the parent's dominant language.

C. Access to special education and related services provided by the **Mission CISD** within thirty (30) days of parents signing the child's IEP and the Consent for Placement. Services will be delivered to the child in the least restrictive environment available. The IEP will be provided to parents in their dominant language.

D. In-service training for staff and parents in order to provide the continuity of services as deemed necessary by both parties.

E. Provide necessary special education and related services in accordance with the state and federal statues and regulations to dually enrolled children.

F. Participate in resource sharing (i.e. equipment, materials, staff, etc.).

G. Provide on-site (at Head Start Center) services when deemed appropriate.

H. Provide the **HCHSP** with progress reports on any children receiving special services every six (6) weeks. Head Start will secure parental consents.

I. Address transition on IEP for those children exiting Head Start and enrolling with the Local Education Agency (LEA).

J. Abide by the U.S. Department of Health and Human Services final regulations pursuant to the Health Insurance Portability and Accountability Act of 1996 (HIPAA).

K. Special Education and related services will be provided by personnel meeting state licensure qualifications.

Hidalgo County Head Start "HCHSP" will:

A. Assist the **Mission CISD** in the location of children with disabilities through participation in Child Find activities (clinics, fairs, meetings, etc.).

B. Participate in joint training for staff and parents.

C. Secure parental consent for referral to LEA after completing the required screening/assessment for those children showing a delay of six (6) months or more in any area or who were identified by parents or physicians as needing further evaluation.

D. Address transition on IEP for those children exiting Head Start and enrolling with LEA.

E. Participate in resource sharing (i.e. equipment, materials, staff, etc.).

F. Participate in the **Mission CISD's** Fall PEIMS Snapshot (formally December 1st) child count as appropriate.

G. Participate in the development and implementation of the IEP as appropriate, to include placement decisions.

H. Transport and provide translation services as needed by parents to attend IEP meetings when requested. Also provide transportation for children to and from LEA Therapy site if possible.

I. Complete health screenings on all children, within forty-five (45) days of enrollment, as required in the Head Start Performance Standards.

J. Abide by the U.S. Department of Health and Human Services final regulations pursuant to the Health Insurance Portability and Accountability Act of 1996 (HIPAA).

K. Maintain the children's, families', and programmatic records in a manner that will assure the protection of the rights and privacy of parents, families, and staff. All **HCHSP** records, data, or information related to individual children, families, and staff will be treated as confidential. Release of information will take place only with clients' prior written consent and approval.

Collaboration Efforts between Mission Consolidated Independent School District and HCHSP:

- Both parties agree to refer clients as appropriate to each other. Services to the client will be based upon the needs of said client and the receiving agency's or program's ability to provide services. In the event that the receiving agency or program is unable to provide services to the client, it is agreed that alternate referrals will be provided as possible resources.

- Both parties agree that they will exchange reports describing services rendered between each other and programs on a regular basis. When possible, to participate and collaborate in shared forums, networking meetings, and training sessions.

Termination:

Either party may terminate the Agreement, with or without cause, by giving ten (10) days written notice to the other.

Term:

This Agreement is in effect for the 2016-2017 school year, unless earlier terminated as provided herein.

Governing Law:

This Memorandum of Understanding will be construed in accordance with the Laws of the State of Texas and is performable in Hidalgo County, Texas.

Consideration:

This Agreement is being made in consideration of the following: **Mission Consolidated Independent School District** and **Hidalgo County Head Start Program** agree that there will be no financial exchange of monies or other compensation.

Mission Consolidated Independent School District

_____
Authorized Signature *Date*

Ricardo Lopez, Superintendent
Print Name and Title

_____
Authorized Signature *Date*

Carolina I. Campos, Special Education Director
Print Name and Title

Hidalgo County Head Start Program

_____
Honorable Ramon Garcia
Hidalgo County Judge

_____
Date

_____
Teresa Flores, Executive Director
Hidalgo County Head Start Program

_____
Date

ATTEST:

_____
Arturo Guajardo, Jr.
Hidalgo County Clerk

Approved As To Form:
Atlas, Hall & Rodriguez, LLP

By:_____
Stephen L. Crain

Approved As To Form:
Oxford & González, P.C.

By:_____
Ricardo González

Date Approved by Policy Council:
Date Approved by Commissioner's Court:

PROGRESO ISD

Memorandum of Understanding Between

Hidalgo County Head Start Program

And

Progreso Independent School District

The **Hidalgo County Head Start Program (HCHSP)** and **Progreso Independent School District (Progreso ISD)** agree to work collaboratively in providing special services to children with special needs aged 3 to 4 years old who are deemed eligible for early childhood education as set out herein.

The terms and conditions set forth in the following document shall constitute the entire Agreement between the **HCHSP** and **Progreso ISD** may not be amended except by a written document signed by **HCHSP** and **Progreso ISD**.

Progreso Independent School District "Progreso ISD" will:

A. Diagnose and document the results of children referred from the **HCHSP** upon completion of the multi-disciplinary evaluation in an attempt to meet its 10% mandate of children with disabilities.

B. At the discretion of the parent(s) notify the **HCHSP's** staff in writing of the Individual Education Plan (IEP) meeting five (5) days prior to scheduled date. The IEP meeting will be conducted within thirty (30) days of completing the child's evaluation and in the parent's dominant language.

C. Access to special education and related services provided by the Progreso ISD within thirty (30) days of parents signing the child's IEP and the Consent for Placement. Services will be delivered to the child in the least restrictive environment available. The IEP will be provided to parents in their dominant language.

D. In-service training for staff and parents in order to provide the continuity of services as deemed necessary by both parties.

E. Provide necessary special education and related services in accordance with the state and federal statues and regulations to dually enrolled children.

F. Participate in resource sharing (i.e. equipment, materials, staff, etc.).

G. Provide on-site (at Head Start Center) services when deemed appropriate.

H. Provide the **HCHSP** with progress reports on any children receiving special services every six (6) weeks. Head Start will secure parental consents.

I. Address transition on IEP for those children exiting Head Start and enrolling with the Local Education Agency (LEA).

J. Abide by the U.S. Department of Health and Human Services final regulations pursuant to the Health Insurance Portability and Accountability Act of 1996 (HIPAA).

K. Special Education and related services will be provided by personnel meeting state licensure qualifications.

Hidalgo County Head Start "HCHSP" will:

A. Assist the **Progreso ISD** in the location of children with disabilities through participation in Child Find activities (clinics, fairs, meetings, etc.).

B. Participate in joint training for staff and parents.

C. Secure parental consent for referral to Local Education Agency (LEA) after completing the required screening/assessment for those children showing a delay of six (6) months or more in any area or who were identified by parents or physicians as needing further evaluation.

D. Address transition on Individual Education Plans (IEP) for those children exiting Head Start and enrolling with LEA.

E. Participate in resource sharing (i.e. equipment, materials, staff, etc.).

F. Participate in the **Progreso ISD's** Fall PEIMS Snapshot (formally December 1st) child count as appropriate.

G. Participate in the development and implementation of the IEP as appropriate, to include placement decisions.

H. Transport and provide translation services as needed by parents to attend IEP meetings when requested. Also provide transportation for children to and from LEA Therapy site if possible.

I. Complete health screenings on all children, within forty-five (45) days of enrollment, as required in the Head Start Performance Standards.

J. Abide by the U.S. Department of Health and Human Services final regulations pursuant to the Health Insurance Portability and Accountability Act of 1996 (HIPAA).

K. Maintain the children's, families', and programmatic records in a manner that will assure the protection of the rights and privacy of parents, families, and staff. All **HCHSP** records, data, or information related to individual children, families, and staff will be treated as confidential. Release of information will take place only with clients' prior written consent and approval.

Collaboration Efforts between Progreso Independent School District and HCHSP:

- Both parties agree to refer clients as appropriate to each other. Services to the client will be based upon the needs of said client and the receiving agency's or program's ability to provide services. In the event that the receiving agency or program is unable to provide services to the client, it is agreed that alternate referrals will be provided as possible resources.

- Both parties agree that they will exchange reports describing services rendered between each other and programs on a regular basis. When possible, to participate and collaborate in shared forums, networking meetings, and training sessions.

Termination:

Either party may terminate the Agreement, with or without cause, by giving ten (10) days written notice to the other.

Term:

This Agreement is in effect for the 2016-2017 school year, unless earlier terminated as provided herein.

Governing Law:

This Memorandum of Understanding will be construed in accordance with the Laws of the State of Texas and is performable in Hidalgo County, Texas.

Consideration:

This Agreement is being made in consideration of the following: **Progreso Independent School District** and **Hidalgo County Head Start Program** agree that there will be no financial exchange of monies or other compensation.

Progreso Independent School District

_____ *Martin Cuellar, Superintendent*
Authorized Signature *Date* *Print Name and Title*

_____ *Aracely Navarro, Special Education Director*
Authorized Signature *Date* *Print Name and Title*

Hidalgo County Head Start Program

_____ _____
Honorable Ramon Garcia Teresa Flores, Executive Director
Hidalgo County Judge 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:

P-SJ-A ISD

Memorandum of Understanding Between

Hidalgo County Head Start Program

And

Pharr-San Juan-Alamo Independent School District

The **Hidalgo County Head Start Program (HCHSP)** and **Pharr-San Juan-Alamo Independent School District (P-SJ-A ISD)** agree to work collaboratively in providing special services to children with special needs aged 3 to 4 years old who are deemed eligible for early childhood education as set out herein.

The terms and conditions set forth in the following document shall constitute the entire Agreement between the **HCHSP** and **P-SJ-A ISD** may not be amended except by a written document signed by **HCHSP** and **P-SJ-A ISD.**

Pharr-San Juan-Alamo Independent School District "P-SJ-A ISD" will:

A. Diagnose and document the results of children referred from the HCHSP upon completion of the multi-disciplinary evaluation in an attempt to meet its 10% mandate of children with disabilities.

B. At the discretion of the parent(s) notify the **HCHSP's** staff in writing of the Individual Education Plan (IEP) meeting five (5) days prior to scheduled date. The IEP meeting will be conducted within thirty (30) days of completing the child's evaluation and in the parent's dominant language.

C. Access to special education and related services provided by the **P-SJ-A ISD** within thirty (30) days of parents signing the child's IEP and the Consent for Placement. Services will be delivered to the child in the least restrictive environment available. The IEP will be provided to parents in their dominant language.

D. In-service training for staff and parents in order to provide the continuity of services as deemed necessary by both parties.

E. Provide necessary special education and related services in accordance with the state and federal statues and regulations to dually enrolled children.

F. Participate in resource sharing (i.e. equipment, materials, staff, etc.).

G. Provide on-site (at Head Start Center) services when deemed appropriate.

H. Provide the HCHSP with progress reports on any children receiving special services every six (6) weeks. Head Start will secure parental consents.

I. Address transition on IEP for those children exiting Head Start and enrolling with the Local Education Agency (LEA).

J. Abide by the U.S. Department of Health and Human Services final regulations pursuant to the Health Insurance Portability and Accountability Act of 1996 (HIPAA).

K. Special Education and related services will be provided by personnel meeting state licensure qualifications.

Hidalgo County Head Start "HCHSP" will:

A. Assist the **P-SJ-A ISD** in the location of children with disabilities through participation in Child Find activities (clinics, fairs, meetings, etc.).

B. Participate in joint training for staff and parents.

C. Secure parental consent for referral to LEA after completing the required screening/assessment for those children showing a delay of six (6) months or more in any area or who were identified by parents or physicians as needing further evaluation.

D. Address transition on IEP for those children exiting Head Start and enrolling with LEA.

E. Participate in resource sharing (i.e. equipment, materials, staff, etc.).

F. Participate in the **P-SJ-A ISD's** Fall PEIMS Snapshot (formally December 1st) child count as appropriate.

G. Participate in the development and implementation of the IEP as appropriate, to include placement decisions.

H. Transport and provide translation services as needed by parents to attend IEP meetings when requested. Also provide transportation for children to and from LEA Therapy site if possible.

I. Complete health screenings on all children, within forty-five (45) days of enrollment, as required in the Head Start Performance Standards.

J. Abide by the U.S. Department of Health and Human Services final regulations pursuant to the Health Insurance Portability and Accountability Act of 1996 (HIPAA).

K. Maintain the children's, families', and programmatic records in a manner that will assure the protection of the rights and privacy of parents, families, and staff. All **HCHSP** records, data, or information related to individual children, families, and staff will be treated as confidential. Release of information will take place only with clients' prior written consent and approval.

Collaboration Efforts between Pharr-San Juan-Alamo Independent School District and HCHSP:

- Both parties agree to refer clients as appropriate to each other. Services to the client will be based upon the needs of said client and the receiving agency's or program's ability to provide services. In the event that the receiving agency or program is unable to provide services to the client, it is agreed that alternate referrals will be provided as possible resources.

- Both parties agree that they will exchange reports describing services rendered between each other and programs on a regular basis. When possible, to participate and collaborate in shared forums, networking meetings, and training sessions.

Termination:

Either party may terminate the Agreement, with or without cause, by giving ten (10) days written notice to the other.

Term:

This Agreement is in effect for the 2016-2017 school year, unless earlier terminated as provided herein.

Governing Law:

This Memorandum of Understanding will be construed in accordance with the Laws of the State of Texas and is performable in Hidalgo County, Texas.

Consideration:

This Agreement is being made in consideration of the following: **Pharr-San Juan-Alamo Independent School District** and **Hidalgo County Head Start Program** agree that there will be no financial exchange of monies or other compensation.

Pharr-San Juan-Alamo Independent School District

_____
Authorized Signature *Date*

Dr. Daniel P. King, Superintendent
Print Name and Title

_____
Authorized Signature *Date*

Itza Flores, Special Education Director
Print Name and Title

Hidalgo County Head Start Program

_____
Honorable Ramon Garcia
Hidalgo County Judge

_____
Date

_____
Teresa Flores, Executive Director
Hidalgo County Head Start Program

_____
Date

ATTEST:

_____
Arturo Guajardo, Jr.
Hidalgo County Clerk

Approved As To Form:
Atlas, Hall & Rodriguez, LLP

By:_____
Stephen L. Crain

Approved As To Form:
Oxford & González, P.C.

By:_____
Ricardo González

Date Approved by Policy Council:
Date Approved by Commissioner's Court:

SHARYLAND ISD

Memorandum of Understanding Between

Hidalgo County Head Start Program

And

Sharyland Independent School District

The **Hidalgo County Head Start Program (HCHSP)** and **Sharyland Independent School District (Sharyland ISD)** agree to work collaboratively in providing special services to children with special needs aged 3 to 4 years old who are deemed eligible for early childhood education as set out herein.

The terms and conditions set forth in the following document shall constitute the entire Agreement between the **HCHSP** and **Sharyland ISD** may not be amended except by a written document signed by **HCHSP** and **Sharyland ISD**.

Sharyland Independent School District "Sharyland ISD" will:

A. Diagnose and document the results of children referred from the **HCHSP** upon completion of the multi-disciplinary evaluation in an attempt to meet its 10% mandate of children with disabilities.

B. At the discretion of the parent(s) notify the **HCHSP's** staff in writing of the Individual Education Plan (IEP) meeting five (5) days prior to scheduled date. The IEP meeting will be conducted within thirty (30) days of completing the child's evaluation and in the parent's dominant language.

C. Access to special education and related services provided by the **Sharyland ISD** within thirty (30) days of parents signing the child's IEP and the Consent for Placement. Services will be delivered to the child in the least restrictive environment available. The IEP will be provided to parents in their dominant language.

D. In-service training for staff and parents in order to provide the continuity of services as deemed necessary by both parties.

E. Provide necessary special education and related services in accordance with the state and federal statues and regulations to dually enrolled children.

F. Participate in resource sharing (i.e. equipment, materials, staff, etc.).

G. Provide on-site (at Head Start Center) services when deemed appropriate.

H. Provide the **HCHSP** with progress reports on any children receiving special services every six (6) weeks. Head Start will secure parental consents.

I. Address transition on IEP for those children exiting Head Start and enrolling with the Local Education Agency (LEA).

J. Abide by the U.S. Department of Health and Human Services final regulations pursuant to the Health Insurance Portability and Accountability Act of 1996 (HIPAA).

K. Special Education and related services will be provided by personnel meeting state licensure qualifications.

Hidalgo County Head Start "HCHSP" will:

A. Assist the **Sharyland ISD** in the location of children with disabilities through participation in Child Find activities (clinics, fairs, meetings, etc.).

B. Participate in joint training for staff and parents.

C. Secure parental consent for referral to LEA after completing the required screening/assessment for those children showing a delay of six (6) months or more in any area or who were identified by parents or physicians as needing further evaluation.

D. Address transition on IEP for those children exiting Head Start and enrolling with LEA.

E. Participate in resource sharing (i.e. equipment, materials, staff, etc.).

F. Participate in the **Sharyland ISD's** Fall PEIMS Snapshot (formally December 1st) child count as appropriate.

G. Participate in the development and implementation of the IEP as appropriate, to include placement decisions.

H. Transport and provide translation services as needed by parents to attend IEP meetings when requested. Also provide transportation for children to and from LEA Therapy site if possible.

I. Complete health screenings on all children, within forty-five (45) days of enrollment, as required in the Head Start Performance Standards.

J. Abide by the U.S. Department of Health and Human Services final regulations pursuant to the Health Insurance Portability and Accountability Act of 1996 (HIPAA).

K. Maintain the children's, families', and programmatic records in a manner that will assure the protection of the rights and privacy of parents, families, and staff. All **HCHSP** records, data, or information related to individual children, families, and staff will be treated as confidential. Release of information will take place only with clients' prior written consent and approval.

Collaboration Efforts between Sharyland Independent School District and HCHSP:

- Both parties agree to refer clients as appropriate to each other. Services to the client will be based upon the needs of said client and the receiving agency's or program's ability to provide services. In the event that the receiving agency or program is unable to provide services to the client, it is agreed that alternate referrals will be provided as possible resources.
- Both parties agree that they will exchange reports describing services rendered between each other and programs on a regular basis. When possible, to participate and collaborate in shared forums, networking meetings, and training sessions.

Termination:

Either party may terminate the Agreement, with or without cause, by giving ten (10) days written notice to the other.

Term:

This Agreement is in effect for the 2016-2017 school year, unless earlier terminated as provided herein.

Governing Law:

This Memorandum of Understanding will be construed in accordance with the Laws of the State of Texas and is performable in Hidalgo County, Texas.

Consideration:

This Agreement is being made in consideration of the following: **Sharyland Independent School District** and **Hidalgo County Head Start Program** agree that there will be no financial exchange of monies or other compensation.

Sharyland Independent School District

_____ *Dr. Robert O'Connor, Superintendent*

Authorized Signature *Date* *Print Name and Title*

_____ *Debra Alaniz-Roque, Special Education Director*

Authorized Signature *Date* *Print Name and Title*

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:

VALLEY VIEW ISD

Memorandum of Understanding Between

Hidalgo County Head Start Program

And

Valley View Independent School District

The **Hidalgo County Head Start Program (HCHSP)** and **Valley View Independent School District (Valley View ISD)** agree to work collaboratively in providing special services to children with special needs aged 3 to 4 years old who are deemed eligible for early childhood education as set out herein.

The terms and conditions set forth in the following document shall constitute the entire Agreement between the **HCHSP** and **Valley View ISD** may not be amended except by a written document signed by **HCHSP** and **Valley View ISD.**

Valley View Independent School District "Valley View ISD" will:

A. Diagnose and document the results of children referred from the **HCHSP** upon completion of the multi-disciplinary evaluation in an attempt to meet its 10% mandate of children with disabilities.

B. At the discretion of the parent(s) notify the **HCHSP's** staff in writing of the Individual Education Plan (IEP) meeting five (5) days prior to scheduled date. The IEP meeting will be conducted within thirty (30) days of completing the child's evaluation and in the parent's dominant language.

C. Access to special education and related services provided by the **Valley View ISD** within thirty (30) days of parents signing the child's IEP and the Consent for Placement. Services will be delivered to the child in the least restrictive environment available. The IEP will be provided to parents in their dominant language.

D. In-service training for staff and parents in order to provide the continuity of services as deemed necessary by both parties.

E. Provide necessary special education and related services in accordance with the state and federal statues and regulations to dually enrolled children.

F. Participate in resource sharing (i.e. equipment, materials, staff, etc.).

G. Provide on-site (at Head Start Center) services when deemed appropriate.

H. Provide the HCHSP with progress reports on any children receiving special services every six (6) weeks. Head Start will secure parental consents.

I. Address transition on IEP for those children exiting Head Start and enrolling with the Local Education Agency (LEA).

J. Abide by the U.S. Department of Health and Human Services final regulations pursuant to the Health Insurance Portability and Accountability Act of 1996 (HIPAA).

K. Special Education and related services will be provided by personnel meeting state licensure qualifications.

Hidalgo County Head Start "HCHSP" will:

A. Assist the **Valley View ISD** in the location of children with disabilities through participation in Child Find activities (clinics, fairs, meetings, etc.).

B. Participate in joint training for staff and parents.

C. Secure parental consent for referral to LEA after completing the required screening/assessment for those children showing a delay of six (6) months or more in any area or who were identified by parents or physicians as needing further evaluation.

D. Address transition on IEP for those children exiting Head Start and enrolling with LEA.

E. Participate in resource sharing (i.e. equipment, materials, staff, etc.).

F. Participate in the **Valley View ISD's** Fall PEIMS Snapshot (formally December 1st) child count as appropriate.

G. Participate in the development and implementation of the IEP as appropriate, to include placement decisions.

H. Transport and provide translation services as needed by parents to attend IEP meetings when requested. Also provide transportation for children to and from LEA Therapy site if possible.

I. Complete health screenings on all children, within forty-five (45) days of enrollment, as required in the Head Start Performance Standards.

J. Abide by the U.S. Department of Health and Human Services final regulations pursuant to the Health Insurance Portability and Accountability Act of 1996 (HIPAA).

K. Maintain the children's, families', and programmatic records in a manner that will assure the protection of the rights and privacy of parents, families, and staff. All **HCHSP** records, data, or information related to individual children, families, and staff will be treated as confidential. Release of information will take place only with clients' prior written consent and approval.

Collaboration Efforts between Valley View Independent School District and HCHSP:

- Both parties agree to refer clients as appropriate to each other. Services to the client will be based upon the needs of said client and the receiving agency's or program's ability to provide services. In the event that the receiving agency or program is unable to provide services to the client, it is agreed that alternate referrals will be provided as possible resources.

- Both parties agree that they will exchange reports describing services rendered between each other and programs on a regular basis. When possible, to participate and collaborate in shared forums, networking meetings, and training sessions.

Termination:

Either party may terminate the Agreement, with or without cause, by giving ten (10) days written notice to the other.

Term:

This Agreement is in effect for the 2016-2017 school year, unless earlier terminated as provided herein.

Governing Law:

This Memorandum of Understanding will be construed in accordance with the Laws of the State of Texas and is performable in Hidalgo County, Texas.

Consideration:

This Agreement is being made in consideration of the following: **Valley View Independent School District** and **Hidalgo County Head Start Program** agree that there will be no financial exchange of monies or other compensation.

Valley View Independent School District

_____ *Rolando Ramirez, Superintendent*

Authorized Signature *Date* *Print Name and Title*

_____ *Debra Salinas, Special Education Director*

Authorized Signature *Date* *Print Name and Title*

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:

WESLACO ISD

Memorandum of Understanding Between

Hidalgo County Head Start Program

And

Weslaco Independent School District

The **Hidalgo County Head Start Program (HCHSP)** and **Weslaco Independent School District (Weslaco ISD)** agree to work collaboratively in providing special services to children with special needs aged 3 to 4 years old who are deemed

The terms and conditions set forth in the following document shall constitute the entire Agreement between the **HCHSP** and **Weslaco ISD** may not be amended except by a written document signed by **HCHSP** and **Weslaco ISD.**

Weslaco Independent School District "Weslaco ISD" will:

A. Diagnose and document children referred from the **HCHSP** upon completion of the multi-disciplinary evaluation in an attempt to meet its 10% mandate of children with disabilities.

B. At the discretion of the parent(s) notify the **HCHSP's** staff in writing of the Individual Education Plan (IEP) meeting five (5) days prior to scheduled date. The IEP meeting will be conducted within thirty (30) days of completing the child's evaluation and in the parent's dominant language.

C. Access to special education and related services provided by the **Weslaco ISD** within thirty (30) days of parents signing the child's IEP and the Consent for Placement. Services will be delivered to the child in the least restrictive environment available. The IEP will be provided to parents in their dominant language.

D. In-service training for staff and parents in order to provide the continuity of services as deemed necessary by both parties.

E. Provide necessary special education and related services in accordance with the state and federal statues and regulations to dually enrolled children.

F. Participate in resource sharing (i.e. equipment, materials, staff, etc.).

G. Provide on-site (at Head Start Center) services when deemed appropriate.

H. Provide the **HCHSP** with progress reports on any children receiving special services every six (6) weeks. Head Start will secure parental consents.

I. Address transition on IEP for those children exiting Head Start and enrolling with the Local Education Agency (LEA).

J. Abide by the U.S. Department of Health and Human Services final regulations pursuant to the Health Insurance Portability and Accountability Act of 1996 (HIPAA).

K. Special Education and related services will be provided by personnel meeting state licensure qualifications.

Hidalgo County Head Start "HCHSP" will:

A. Assist the **Weslaco ISD** in the location of children with disabilities through participation in Child Find activities (clinics, fairs, meetings, etc.).

B. Participate in joint training for staff and parents.

C. Secure parental consent for referral to LEA after completing the required screening/assessment for those children showing a delay of six (6) months or more in any area or who were identified by parents or physicians as needing further evaluation.

D. Address transition on IEP for those children exiting Head Start and enrolling with LEA.

E. Participate in resource sharing (i.e. equipment, materials, staff, etc.).

F. Participate in the **Weslaco ISD's** December 1st child count as appropriate.

G. Participate in the development and implementation of the IEP as appropriate, to include placement decisions.

H. Transport and provide translation services as needed by parents to attend IEP meetings when requested. Also provide transportation for children to and from LEA Therapy site if possible.

I. Complete health screenings on all children, within forty-five (45) days of enrollment, as required in the Head Start Performance Standards.

J. Abide by the U.S. Department of Health and Human Services final regulations pursuant to the Health Insurance Portability and Accountability Act of 1996 (HIPAA).

K. Maintain the children's, families', and programmatic records in a manner that will assure the protection of the rights and privacy of parents, families, and staff. All **HCHSP** records, data, or information related to individual children, families, and staff will be treated as confidential. Release of information will take place only with clients' prior written consent and approval.

Collaboration Efforts between Weslaco Independent School District and HCHSP:

- Both parties agree to refer clients as appropriate to each other. Services to the client will be based upon the needs of said client and the receiving agency's or program's ability to provide services. In the event that the receiving agency or program is unable to provide services to the client, it is agreed that alternate referrals will be provided as possible resources.

- Both parties agree that they will exchange reports describing services rendered between each other and programs on a regular basis. When possible, to participate and collaborate in shared forums, networking meetings, and training sessions.

Termination:

Either party may terminate the Agreement, with or without cause, by giving ten (10) days written notice to the other.

Term:

This Agreement is in effect for the 2016-2017 school year, unless earlier terminated as provided herein.

Governing Law:

This Memorandum of Understanding will be construed in accordance with the Laws of the State of Texas and is performable in Hidalgo County, Texas.

Consideration:

This Agreement is being made in consideration of the following: **Weslaco Independent School District** and **Hidalgo County Head Start Program** agree that there will be no financial exchange of monies or other compensation.

Weslaco Independent School District

_____ _____
Authorized Signature *Date*

Maria Filomena Leo, Interim Superintendent
Print Name and Title

_____ _____
Authorized Signature *Date*

Neil Garza, Special Education Director
Print Name and Title

Hidalgo County Head Start Program

_____
Honorable Ramon Garcia
Hidalgo County Judge

_____
Date

_____
Teresa Flores, Executive Director
Hidalgo County Head Start Program

_____
Date

ATTEST:

_____
Arturo Guajardo, Jr.
Hidalgo County Clerk

Approved As To Form:
Atlas, Hall & Rodriguez, LLP

By:_____
Stephen L. Crain

Approved As To Form:
Oxford & González, P.C.

By:_____
Ricardo González

Date Approved by Policy Council:
Date Approved by Commissioner's Court:

E-E ISD- SRI

Memorandum of Understanding Between
Edcouch-Elsa Independent School District and the
Hidalgo County Head Start Program
2016-2017

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 1, 2016 and ending July 31, 2017. Hidalgo County Head Start shall have the option of renewal to extend the term of the MOU hereof, commencing on the first day of August 2017, 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, 2016, 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.

Consideration

This Agreement is being made in consideration of the following: Pharr-San Juan-Alamo Independent School District and Hidalgo County Head Start Program agree that there will be no financial exchange of monies or other compensation.

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:

LA JOYA ISD- SRI

Memorandum of Understanding Between
La Joya Independent School District and the
Hidalgo County Head Start Program
2016-2017

Purpose:

This collaborative partnership establishes an agreement between **Hidalgo County Head Start Program (HCHSP) and the La Joya Independent School District (La Joya ISD)** 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 **La Joya ISD** and **HCHSP** are developed, implemented, and reviewed annually to improve quality of services.

HCHSP is a governmental entity under the auspices of Hidalgo County. **La Joya ISD** is a public education institution of the state of Texas. **HCHSP** and **La Joya ISD** each have Boards of Directors (Hidalgo County Head Start Policy Council, Hidalgo County Commissioners' Court and La Joya 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 **La Joya ISD** 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-seven (177) days, during the months of August through May. The daily operations will be from 7:45 am to 5:15 pm.

Center Sites:
The names and addresses of the **HCHCP** sites that will be serviced by **La Joya ISD**:

La Joya Head Start
105 E. 5th St. and Leo Ave.
La Joya, Texas 78560

Palmview II
618 N. Breyfogle Dr.
Palmview, Texas 78574

Palmview III
1208 Paula Dr.
Palmview, Texas 78504

Sullivan
379 E. Expressway 83
Sullivan City, Texas 78595

Western Road
8245 E. Poinsetta Dr.
Mission, Texas 78573

Term:

The Term of this Memorandum of Understanding is for one (1) year commencing August 10, 2016 and ending July 31, 2017. Hidalgo County Head Start shall have the option of renewal to extend the term of the MOU hereof, commencing on the first day of August 2017, for a term or other terms as may be subsequently agreed to upon by both parties.

La Joya ISD Responsibilities:

La Joya ISD will provide appropriate educational and supportive services to ensure children and families are school ready. **La Joya ISD** 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, 2016, will be dual-enrolled and served by **La Joya ISD** and **HCHSP**. Collaboratively, the **HCHSP** children will receive 3 hours of instruction in cognitive development by a certified **La Joya ISD** funded **School Readiness Partnership Model (SRPM) teacher** in the classrooms.

Partnership Responsibilities:

A. **La Joya ISD** will:
   a. Assign a **La Joya ISD** principal, instructional coach/s, and/or program specialist to the five (5) Head Start facilities to provide supervision, oversight, support and evaluation of the **La Joya ISD** teachers.
   b. Provide certified early childhood teachers to deliver 3 hours of instruction in cognitive development to participating **HCHSP** children.
   c. Coordinate efforts with **HCHSP** to identify at least 10% of funded enrollment of Head Start children with special needs and follow the referral process for identification and provision of services.
   d. Permit HCHSP representatives to attend ARDs conducted by **La Joya ISD** involving **HCHSP** children.
   e. Supplement health services, educational services, parental training and other services as required by the children and their families.
   f. Assign special education teachers to provide services to children who are identified in need of special services through the **La Joya ISD** Special Education Program.
   g. Arrange for a substitute when the **La Joya ISD SRPM** teacher is absent.
   h. Provide support staff to assist with various services to the children, parents, and teachers.
   i. Provide instructional resources essential to implement a high quality comprehensive early childhood education program.
   j. Meet monthly or on a regular basis with **HCHSP** designated personnel to facilitate the instructional process and other services.
   k. Provide an overview of the collaboration with the participating Administrators.

l. Finance the **La Joya ISD** personnel and other resources.
m. Purchase and maintain a certificate of insurance for commercial general liability, i) Bodily Injury and Property Damage $300,000 ea. Occurrence, and ii) General Aggregate $600,000 **HCHSP** must be named as an additional insured.

B. The **La Joya ISD SRPM** Teacher/Staff will:
a. Provide 3 hours of daily instruction in cognitive development to the **HCHSP** children utilizing the state adopted curriculum (4 yr. olds), the Head Start adopted curriculum, Texas Pre-Kindergarten Guidelines, and the Head Start Early Learning Outcomes Framework: Ages Birth to Five.
b. Attend and/or assist in delivery of collaborative Professional Development for **La Joya ISD** and **HCHSP** staff as deemed appropriate.
c. Collaborate in all areas of school readiness to prepare children to be ready for Kindergarten and beyond.
d. Participate with the **HCHSP** staff in the recruitment process.
e. Implement a curriculum which is research based and is designed to support the child's social, emotional, cognitive, and physical development.
f. Attend **HCHSP** collaboration meetings as deemed necessary during the school year.
g. Complete and fulfill the required documentation for **La Joya ISD** and **HCHSP** with the assistance of both Human Resource Departments
h. Collaborate with the **HCHSP** teacher to provide high quality early childhood instruction and prevent a duplication of efforts.
i. Inform the Center Manager and **HCHSP** teacher when she/he is going to be absent and utilize the Substitute System to obtain a designated substitute.
j. Follow collaboration protocol with any issues/concerns which may arise.
k. Follow **La Joya** ISD requirements, policies and procedures as well as the Head Start Performance Standards and the Texas Child Care Licensing Minimum Standards.
l. Comply with any other responsibilities assigned by the immediate supervisor.
m. Coordinate efforts with the **HCHSP** staff to register the children online.

C. **HCHSP** will:
a. Coordinate efforts with **La Joya ISD** to identify children with special needs and follow the **La Joya ISD** referral process for identification and services.
b. Identify personnel who will attend the ARDs conducted by **La Joya ISD**.
c. Assist with the distribution, completion, and submission of the required **La Joya ISD** student enrollment documents within the first week of a child's enrollment.
d. Coordinate with district staff to transition children to the La Joya 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 **La Joya ISD** personnel.
i. Schedule a time for the **HCHSP** teacher and **La Joya ISD** 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 **La Joya ISD Staff** and **HCHSP Staff** 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 **La Joya ISD** 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. Support all events which promote the partnership.
n. Organize, plan and develop a plan to sustain the partnership and promote a collaborative culture.

Transportation:

Assigned **La Joya ISD** teachers will travel to **HCHSP** sites and provide instruction to students at such locations.

General Conditions:

- 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.
- It is expressly understood and agreed that, in the execution of the agreement, **La Joya ISD** 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.
- 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.
- This Agreement is made in Hidalgo County, Texas and shall constitute the complete understanding of **La Joya 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.
- Either party may terminate this Agreement, with or without cause by providing 90 days written notice to the other party.

- 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.

Indemnification:

To the extent allowed by law, **HCHSP** will and does hereby agree to indemnify, protect, defend with counsel approved by Grantee Board, and hold harmless **La Joya ISD** and their respective elected officials, employees, representatives and agents (collectively "**La Joya ISD 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 "**La Joya ISD Claims**") by any person or entity, arising out of, caused by, or resulting from **HCHSP's** performance under or breach of this Agreement and that are caused in whole or in part by any negligent act, negligent omission or willful misconduct of **HCHSP**, 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 **La Joya ISD** 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, **La Joya ISD** will and does hereby agree to indemnify, protect, defend 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 **La Joya ISD'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 **La Joya ISD** employees, anyone directly employed by the **La Joya ISD** or anyone for whose acts the **La Joya ISD** 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 **La Joya ISD** and **HCHSP** to provide the children the best services available.

Dr. Alda T. Benavides, Superintendent of Schools
La Joya ISD
200 W. Expressway 83
La Joya, Texas 78560

Date

Hidalgo County Head Start Program

Honorable Ramon Garcia
Hidalgo County Judge

Date

Teresa Flores, Executive Director
Hidalgo County Head Start Program

Date

ATTEST:

Arturo Guajardo, Jr.
Hidalgo County Clerk

Approved As To Form:
Atlas, Hall & Rodriguez, LLP

By: _____
Stephen L. Crain

Approved As To Form:
Oxford & González, P.C.

By: _____
Ricardo González

Date Approved by School Board of Trustees: 03/09/2016
Date Approved by Policy Council:
Date Approved by Commissioner's Court:

04.08.16

P-SJ-A ISD- SRI

Memorandum of Understanding Between
Pharr-San Juan- Alamo Independent School District
and the
Hidalgo County Head Start Program
2016-2017

Purpose

This collaborative partnership establishes an Agreement between **Hidalgo County Head Start Program (HCHSP) and the Pharr-San Juan-Alamo Independent School District (P-SJ-A)** to provide Head Start services to age and income eligible pre-K children 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 **P-SJ-A** and **HCHSP** are developed, implemented, and reviewed annually to improve quality of services.

HCHSP is a governmental entity under the auspices of Hidalgo County. **P-SJ-A** is a public education institution of the state of Texas. **HCHSP** and **P-SJ-A** each have Boards of Directors (Hidalgo County Head Start Policy Council, Hidalgo County Commissioners' Court and Pharr-San Juan-Alamo School Board) 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 insure 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 **P-SJ-A** 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 am.

Designated Center Sites

The names and addresses of the **HCHSP** sites that will be served by **P-SJ-A:**

Farias Head Start	Longoria Head Start	Palacios Head Start
1100 W. Acacia Street	2500 N. Cypress	801 E. Thomas Drive
Alamo, TX. 78516	Pharr, TX. 78577	Pharr, TX. 78577

Term

The Term of this Memorandum of Understanding is for one (1) year commencing August 1, 2016 and ending July 31, 2017. Head Start shall have the option of renewal to extend the term of the MOU hereof, commencing on the first day of August 2017, for a term or other terms as may be subsequently agreed to upon by both parties.

P-SJ-A Responsibilities

P-SJ-A will provide appropriate educational and supportive services to ensure children and families are school ready. **P-SJ-A** 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, 2016, will be dual-enrolled and served by **P-SJ-A** and **HCHSP**. Collaboratively, the **HCHSP** children will receive instruction in cognitive development by a **Texas State Certified School Readiness Integration (SRI)** teacher. The dual-enrolled 3 year old children as well as few 4 year olds will be served at the three (3) **HCHSP** centers in the Tri-City area and the 4 year olds as well as a few 3 year olds in some cases will be collaboratively served at the designated elementary campuses in **P-SJ-A**.

Partnership Responsibilities

A. P-SJ-A will:

a. Assign a **P-SJ-A** principal, instructional coach/s, and/or program specialist to the three designated center sites to provide supervision, oversite, support and evaluation of the ISD teachers.
b. Provide certified early childhood bilingual teachers to deliver 3 hours of instruction in cognitive development to participating **HCHSP** children.
c. Coordinate efforts with **HCHSP** to identify at least 10% of funded enrollment of Head Start children with special needs and follow the referral process for identification and provision of services.
d. Permit **HCHSP** representatives to attend ARDs conducted by **P-SJ-A** involving Head Start children.
e. Supplement health services, educational services, parental training and other services as required by the children and their families.
f. Assign special education teachers to provide services to children who are identified in need of special services through the **P-SJ-A** Special Education Program.
g. Arrange for a substitute when the **P-SJ-A** SRI teacher is absent.
h. Provide support staff to assist with various services to the children, parents, and teachers.
i. Provide instructional resources essential to implement a high quality comprehensive early childhood education program.
j. Meet monthly or on a regular basis with **HCHSP** designated personnel to facilitate the instructional process and other services.
k. Provide an overview of the collaboration with the participating Administrators.
l. Finance the **P-SJ-A** personnel and other resources.

B. The P-SJ-A SRI Teacher/Staff will:

a. Provide 3 hours of daily instruction in cognitive development to the **HCHSP** children utilizing the State Adopted Curriculum (4 yr. olds), Pre-K Guidelines (4 yr. olds), the Infant, Toddler, and Three-Year-Old Early Learning Guidelines (3 yr. olds), and Frog Street Toddler Program (3 yr. olds)
b. Attend and/or assist in delivery of collaborative Professional Development for **P-SJ-A** and **HCHSP** as deemed appropriate.
c. Implement the Texas School Ready! Project as an early education approach to prepare children to be Kindergarten Ready and Beyond.
d. The **P-SJ-A** teacher will participate and support requirements of the Texas School Ready! Project.
e. Participate with the **HCHSP** staff in the recruitment process.

f. Implement a curriculum which is planned, purposeful, playful and engaging designed to support the child's social, emotional, cognitive, and physical development.
g. Attend **HCHSP** collaboration meetings as deemed necessary during the school year.
h. Complete and fulfill the required documentation for **P-SJ-A** and **HCHSP** with the assistance of both Human Resource Departments (Example: Food Handlers Permit, First Aid, CPR, etc.).
i. Collaborate with the **HCHSP** teacher to provide high quality early childhood instruction and prevent a duplication of efforts.
j. Inform the Center Manager and **HCHSP** teacher when she/he is going to be absent and utilize the Substitute System to obtain a designated substitute.
k. Follow collaboration protocol with any issues/concerns which may arise.
l. Follow **P-SJ-A** requirements, policies and procedures as well as the Head Start Performance Standards and the Texas Child Care Licensing Minimum Standards.
m. Comply with any other responsibilities assigned by the immediate supervisor.
n. Coordinate efforts with the **HCHSP** staff to register the children online.

C. HCHSP will:

a. Assign a teacher and an assistant to the collaborative classrooms.
b. Assign a Center Manager and Support Service personnel to monitor and oversee the Head Start program at the designated **P-SJ-A** campuses.
c. Coordinate efforts with **P-SJ-A** to identify children with special needs and follow the **P-SJ-A** referral process for identification and services.
d. Identify personnel who will attend the ARDs conducted by **P-SJ-A**.
e. Assist with the distribution, completion, and submission of the required **P-SJ-A** student enrollment documents within the first week of a child's enrollment.
f. Coordinate with district staff to transition children to the **P-SJ-A** public schools at the end of each school year.
g. Provide assistance with daily attendance reporting.
h. Provide information concerning implementation of the integration of services as requested by designated district personnel.
i. Provide a designated space to store instructional materials.
j. Meet monthly or as needed with the designated **P-SJ-A** personnel.
k. Schedule a time for the **HCHSP** teacher and **P-SJ-A** teacher plan weekly to implement a high quality early childhood instruction and prevent a duplication of efforts.
l. Ensure that the classroom size meets the adult/child ratio as required by state and federal standards.
m. Finance program operations based on the **HCHSP** grant.
n. Meet and maintain Texas child care licensing requirements and produce a copy of current license and promptly inform **P-SJ-A** of any change in license status.

D. Collaboratively P-SJ-A 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 **P-SJ-A** 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

a. **P-SJ-A** will provide transportation services to and from the new sites (Longoria, Farias, and Palacios Head Start Centers) to accommodate needs of children to be served. At a minimum, **P-SJ-A** will provide a bus, a bus driver and a bus aide to each site. Insurance, vehicle maintenance and fuel costs will be borne by the district.
b. **HCHSP** will provide appropriate safety restraint equipment to accommodate all children who will be transported to **P-SJ-A** facilities. The safety child alarm system will also be installed in each bus used.
c. Transportation staff will be required to meet **P-SJ-A** and Head Start Program transportation requirements including training.

General Conditions

- 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.
- This Agreement is made in Texas and shall constitute the complete understanding of **P-SJ-A** 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.

Termination:

Either party may terminate the Agreement, with or without cause, by giving thirty (30) days written notice to the other.

Governing Law:

This Memorandum of Understanding will be construed in accordance with the Laws of the State of Texas and is performable in Hidalgo County, Texas.

Insurance

At all times during the term of this Memorandum of Understanding (MOU), **HCHSP** and **P-SJ-A** 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 **P-SJ-A** 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 with counsel approved by Grantee Board, and hold harmless **P-SJ-A** and their respective elected officials, employees, representatives and agents (collectively "**P-SJ-A 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 "**P-SJ-A Claims**") by any person or entity, arising out of, caused by, or resulting from **HCHSP** 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**, 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 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, **P-SJ-A** will and does hereby agree to indemnify, protect, defend 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 **P-SJ-A'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 **P-SJ-A** employees, anyone directly employed by the **P-SJ-A** or anyone for whose acts the **P-SJ-A** 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.

Consideration

This Agreement is being made in consideration of the following: **Pharr-San Juan-Alamo Independent School District** and **Hidalgo County Head Start Program** agree that there will be no financial exchange of monies or other compensation.

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 **P-SJ-A** and **HCHSP** to provide the children the best services available.

Pharr-San Juan-Alamo Independent School District.

_____	*Dr. Daniel P. King, Superintendent of Schools*
Authorized Signature *Date*	*Print Name and Title*

Hidalgo County Head Start Program

_____	_____
Honorable Ramon Garcia Hidalgo County Judge	Teresa Flores, Executive Director Hidalgo County Head Start Program
_____	_____
Date	Date

ATTEST:

By:_____
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:

VALLEY V. ISD- SRI

Memorandum of Understanding Between

Hidalgo County Head Start Program

And

Valley View Independent School District

This Agreement is made and entered into by **Valley View Independent School District (Valley View ISD)** and **Hidalgo County Head Start Program (HCHSP).**

The purpose of this Agreement is to establish a working and cooperative relationship between the parties in order to plan service appropriate for each Agency's or Program's clients. It is the objective of **Valley View Independent School District** to collaborate with partners in our communities, in order to provide the highest level of services, and to advocate for a community that shares responsibilities for the healthy development of children and families of all cultures.

The terms and conditions set forth in the following document shall constitute the entire Agreement between the **HCHSP** and **Valley View ISD** may not be amended except by a written document signed by **HCHSP** and **Valley View ISD.**

Valley View Independent School District School agrees to:

A. Assist the HCHSP in the identification of eligible 3-4 year old children at the beginning of each school year in an annual round-up.

B. Participate in joint training for staff and parents.

C. Address transition for those children exiting Head Start and enrolling with Local Education Agency (LEA).

D. Participate in resource sharing (i.e. equipment, materials, staff, etc.)

E. Provide in-service training for staff and parents in order to provide the continuity of services as deemed necessary for both parties.

F. Provide on-site services when deemed appropriate.

G. Address transition of Individual Education Plan (IEP) for those children exiting of Head Start and enrolling with LEA.

H. Provide supplemental materials and supplies needed to accommodate Pre-Kindergarten eligible children identified under the **School Readiness Integration Model**.

I. Maintain the children's, families' and programmatic records in a manner that will assure the protection of the rights and privacy of parents, families and staff. All program records, data or information related to individual children, families and staff will be treated as confidential. Release of information will take place only with clients' prior written consent and approval.

J. Service **Valley View Independent School District** eligible Pre-Kindergarten and Kindergarten students that reside within the district boundaries.

Hidalgo County Head Start Program "HCHSP" agrees to:

A. Provide in- service training for staff and parents in order to provide the continuity of services as deemed necessary by both parties.

B. Address transition of IEP for those children exiting Head Start and enrolling with LEA.

C. Provide on-site training (Head Start Center) as deemed appropriate.

D. Provide facilities for the delivery of services.

E. Maintain the children's, families', and programmatic records in a manner that will assure the protection of the rights and privacy of parents, families, and staff. All HCHSP records, data, or information related to individual children, families, and staff will be treated as confidential. Release of information will take place only with clients' prior written consent and approval.

Collaboration Efforts between Valley View Independent School District and HCHSP:

- Both parties agree to refer clients as appropriate to each other. Services to the client will be based upon the needs of said client and the receiving agency's or program's ability to provide services. In the event that the receiving agency or program is unable to provide services to the client, it is agreed that alternate referrals will be provided as possible resources.
- Both parties agree that they will exchange reports describing services rendered between each other and programs on a regular basis. When possible, to participate and collaborate in shared forums, networking meetings, and training sessions.

Termination:

Either party may terminate the Agreement, with or without cause, by giving thirty (30) days written notice to the other.

Term:

This Agreement is in effect for the 2016-2017 school year, unless earlier terminated as provided herein.

Governing Law:

This Memorandum of Understanding will be construed in accordance with the Laws of the State of Texas and is performable in Hidalgo County, Texas.

Consideration:

This Agreement is being made in consideration of the following: **Valley View Independent School District** and **Hidalgo County Head Start Program** agree that there will be no financial exchange of monies or other compensation.

Valley View Independent School District.

_____ *Rolando Ramirez, Superintendent*
Authorized Signature *Date* *Print Name and Title*

_____ *Jose A. Rosillo, President*
Authorized Signature *Date* *Print Name and Title*

Hidalgo County Head Start Program

_____ _____
Honorable Ramon Garcia Teresa Flores, Executive Director
Hidalgo County Judge 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:

WESLACO ISD- SRI

Memorandum of Understanding Between Weslaco Independent School District and the Hidalgo County Head Start Program 2016-2017

Purpose:

This collaborative partnership establishes an Agreement between **Hidalgo County Head Start Program (HCHSP) and the Weslaco Independent School District (WISD)** 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 **WISD** and **HCHSP** are developed, implemented, and reviewed annually to improve quality of services.

HCHSP is a governmental entity under the auspices of Hidalgo County. **WISD** is a public education institution of the state of Texas. **HCHSP** and **WISD** each have Boards of Directors (Hidalgo County Head Start Policy Council, Hidalgo County Commissioners' Court and Weslaco 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 **WISD** 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-seven (177) days, during the months of August through May. The daily operations will be from 7:45 am to 5:15 pm.

Center Sites:

The names and addresses of the **HCHCP** sites that will be serviced by **WISD**:

Weslaco I Head Start Center
310 N. Kansas
Weslaco, Texas 78596

La Herencia Head Start Center
RR 3 Box 3059
Mercedes, Texas 78570

Weslaco III Head Start Center
1317 W. Exp. 83
Weslaco, Texas 78596

La Estancia Head Start Center
3601 E. Mile 8 North
Weslaco, Texas 78596

Term:

The Term of this Memorandum of Understanding is for one (1) year commencing August 1, 2016 and ending July 31, 2017. Hidalgo County Head Start shall have the option of renewal to extend the term of the MOU hereof, commencing on the first day of August 2017, for a term or other terms as may be subsequently agreed to upon by both parties.

WISD Responsibilities:

WISD will provide appropriate educational and supportive services to ensure children and families are school ready. **WISD** 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, 2016, will be dual-enrolled and served by **WISD** and **HCHSP**. Collaboratively, the **HCHSP** children will receive 3 hours of instruction in cognitive development by a certified **WISD** funded **School Readiness Integration (SRI) teacher** in the classrooms.

Partnership Responsibilities:

A. **WISD** agrees to:
   a. Assign a **WISD** principal, instructional coach/s, and/or program specialist to the four (4) Head Start facilities to provide supervision, oversight, support and evaluation of the **WISD** teachers.
   b. Provide certified early childhood teachers to deliver 3 hours of instruction in cognitive development to participating **HCHSP** children.
   c. Coordinate efforts with **HCHSP** to identify at least 10% of funded enrollment of Head Start children with special needs and follow the referral process for identification and provision of services.
   d. Permit HCHSP representatives to attend ARDs conducted by **WISD** involving **HCHSP** children.
   e. Supplement health services, educational services, parental training and other services as required by the children and their families.
   f. Assign special education teachers to provide services to children who are identified in need of special services through the **WISD** Special Education Program.
   g. Arrange for a substitute when the **WISD SRI** teacher is absent.
   h. Provide support staff to assist with various services to the children, parents, and teachers.
   i. Provide instructional resources essential to implement a high quality comprehensive early childhood education program.
   j. Meet monthly or on a regular basis with **HCHSP** designated personnel to facilitate the instructional process and other services.
   k. Provide an overview of the collaboration with the participating Administrators.
   l. Finance the **WISD** personnel and other resources.

B. The **WISD SRI** staff will:
   a. Provide 3 hours of daily instruction in cognitive development to the **HCHSP** children utilizing the State Adopted Curriculum (4 yr. olds), Pre-K Guidelines (4 yr. olds), and Three-Year-Old Early Learning Guidelines (3 yr. olds).
   b. Attend and/or assist in delivery of collaborative Professional Development for Weslaco and **HCHSP** as deemed appropriate.
   c. Implement the Texas School Ready! Project as an early education approach to prepare children to be Kindergarten Ready and Beyond.
   d. The **WISD** teacher will participate and support requirements of the Texas School Ready! Project.
   e. Participate with the **HCHSP** staff in the recruitment process.
   f. Implement a curriculum which is planned, purposeful, playful and engaging designed to support the child's social, emotional, cognitive, and physical development.
   g. Attend **HCHSP** collaboration meetings as deemed necessary during the school year.

h. Complete and fulfill the required documentation for **WISD** and **HCHSP** with the assistance of both Human Resource Departments
i. Collaborate with the **HCHSP** teacher to provide high quality early childhood instruction and prevent a duplication of efforts.
j. Inform the Center Manager and **HCHSP** teacher when she/he is going to be absent and utilize the Substitute System to obtain a designated substitute.
k. Follow collaboration protocol with any issues/concerns which may arise.
l. Follow WISD requirements, policies and procedures as well as the Head Start Performance Standards and the Texas Child Care Licensing Minimum Standards.
m. Comply with any other responsibilities assigned by the immediate supervisor.
n. Coordinate efforts with the **HCHSP** staff to register the children online.

C. **HCHSP** will:
a. Coordinate efforts with **WISD** to identify children with special needs and follow the **WISD** referral process for identification and services.
b. Identify personnel who will attend the ARDs conducted by **WISD**.
c. Assist with the distribution, completion, and submission of the required **WISD** student enrollment documents within the first week of a child's enrollment.
d. Coordinate with district staff to transition children to the Weslaco 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 **WISD** personnel.
i. Schedule a time for the **HCHSP** teacher and **WISD** 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 WISD 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 **WISD** 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 **WISD** 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, **WISD** 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 **WISD** and **HCHSP,** and may not be modified in any manner without the express written consent of all parties.

5. 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.

6. This Memorandum of understanding is performable in Hidalgo County, Texas.

7. Either party may terminate this Agreement, with or without cause by providing 30 days written notice to the other party.

8. 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 **WISD** 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 **WISD** 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 with counsel approved by Grantee Board, and hold harmless **WISD** and their respective elected officials, employees, representatives and agents (collectively "**WISD 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 "**WISD 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**, 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 **WISD** 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, **WISD** will and does hereby agree to indemnify, protect, defend 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 **WISD'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 **WISD** employees, anyone directly employed by the **WISD** or anyone for whose acts the **WISD** 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.

Consideration:

This Agreement is being made in consideration of the following: **Weslaco Independent School District** and **Hidalgo County Head Start Program** agree that there will be no financial exchange of monies or other compensation.

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 **WISD** and **HCHSP** to provide the children the best services available.

Weslaco Independent School District

_____ _____

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:

McALLEN ISD-PPCD

Memorandum of Understanding Between

Hidalgo County Head Start Program

And

McAllen Independent School District/

COMMUNITY BASED PRESCHOOL PROGRAM FOR CHILDREN WITH DISABILITIES

The **Hidalgo County Head Start Program (HCHSP)** and the **McAllen Independent School District (MISD)** agree to provide educational services to children aged 3 to 4 years old who are deemed eligible for early childhood education as set out herein.

The terms and conditions set forth in the following document shall constitute the entire Agreement between the **HCHSP** and **MISD** and may not be amended except by a written document signed by **HCHSP** and **MISD.**

McAllen Independent School District "MISD" will:

- Identify and determine the number of early childhood students that are residents in **MISD** and are eligible to receive special education services, according to the standards of the Texas Education Agency and in addition meet the Eligibility Criteria for Head Start, to participate in the collaborative program effort. The program will provide special education support of one special education teacher and two paraprofessionals to 12 special education students as determined by **MISD** teacher to student staffing rations with the option of increasing the number of students and staff based on Head Start Guidelines of student enrollment and staff availability.
- Provide a special education teacher(s) and a paraprofessional(s) for three hours of instruction daily at the satellite classroom setting(s): Austin One Stop (A-1) Head Start Center, 2100 North Fir Ave., to engage in developing a comprehensive educational service program.
- Verify student paperwork (i.e.: immunization, birth certificate, ARD documentation) to comply with MISD policy.
- Assure that curriculum and instructional guidelines are aligned with the state adopted curriculum and to the Pre-School Guidelines.
- All teachers of **MISD** will follow the **MISD** Board adopted **MISD** calendar.
- Provide all student supplemental services as specified by the Admission Review and Dismissal (ARD) Committee.
- Provide support in the classroom to ensure compliance of the Individual Educational Plan (IEP) for each student.
- All MISD teachers and paraprofessional will follow the **MISD** Special Education Guidelines and district requirements as assigned.
- **MISD** students will follow the Head Start School Calendar.
- Participate in joint training for staff and parents.

Hidalgo County Head Start Program "HCHSP" will:

- Provide a co-teacher(s) to assist in the three hours of instruction daily in the classroom setting(s): Austin One Stop (A-1) Head Start Center, 2100 North Fir Street.
- Assure that all Federal Head Start Program guidelines are adhered to.
- Complete student paperwork to comply with childcare licensing and Head Start Guidelines (i.e.: immunizations, dental and health data, birth certificate, emergency information).
- Provide certification that the agency is a childcare facility licensed by the State of Texas and will provide **MISD** with a copy of its current license, and will inform **MISD** immediately of any changes in its license status.
- Purchase and maintain a certificate of insurance for Commercial General Liability i) Bodily Injury and Property Damage $300,000 ea. Occurrence, ii) Personal Advertising Injury $300,00 ea. Occurrence, iii) General Aggregate $600,000 and iv) Products Completed Operations Coverage $600,000 aggregate. **MISD** must be named as an additional insured and HCHSP waives any right to subrogation against **MISD**.
- Provide a safe, clean, well-lighted, and comfortable and age appropriate facility that meets Texas childcare requirements and Head Start standards.
- Participate in joint training for staff and parents.

Collaboration Efforts between MISD and HCHSP:

- To coordinate and collaborate monthly to plan, share resources and intensify services to meet the needs of the identified and eligible pre-school children.
- To provide age appropriate educational supplemental materials and supplies needed to accommodate the classroom settings.
- To coordinate and provide parental informational sessions/trainings to strengthen partnerships and participation between parents/families and schools/centers and to encourage parent communication for the purpose of child's progress,
- To investigate the need for student support services such as transportation, meal program and provision of any other health and social services.
- Provide scheduled co-planning time for **MISD** teacher and **HCHSP** co-teacher on a weekly basis.
- Provide professional development sessions based on the context of early childhood development.
- Assure that progress and development records of each child are maintained.
- Coordinate assessment instruments for the utilization of progress monitoring of diagnostic results.

Neither party may assign this Agreement, without the prior written consent of the other party. Both parties agree to abide by the rules and regulations or standards set by law and regulatory agencies having authority over the subjects herein.

Termination:

Either party may terminate the Agreement, with or without cause, by giving ten (10) days written notice to the other.

Term:

This Agreement is in effect for the 2016-2017 school year, unless earlier terminated as provided herein.

Governing Law:

This Memorandum of Understanding will be construed in accordance with the Laws of the State of Texas and is performable in Hidalgo County, Texas.

McAllen ISD Board President

_____ _____

Mrs. Erica De La Garza-Lopez 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:

AVANCE, INC.

Memorandum of Understanding Between

Hidalgo County Head Start Program

And

AVANCE, Inc./Colonia's Early Head Start Program and

Early Head Start Child Care Partnership Program

The **Hidalgo County Head Start Program (HCHSP)** and **AVANCE, Inc.** agree to establish a working and cooperative relationship between the parties in order to plan services appropriate for each agency's or program's clients. It is the objective of the **Hidalgo County Head Start Program** to collaborate with partners in our communities, in order to provide the highest level of services to children and families; to foster the development of a continuum of family centered services, and to advocate for a community that shares responsibility for the healthy development of children and families of all cultures.

The terms and conditions set forth in the following document shall constitute the entire Agreement between the **HCHSP** and **AVANCE, Inc.,** may not be amended except by a written document signed by **HCHSP** and **AVANCE, Inc.**

AVANCE, Inc. will:

- Provide services for infants and toddlers and their families to encourage trust and emotional security, provide a variety of sensory and motor experiences, support physical, social and emotional development, encourage the development of self-awareness and autonomy, and support emerging communication skills.

- Provide service coordination services for all eligible children and maintain documentation of these activities. The Family Development worker is responsible for coordinating all services within the program and across agency lines, as well as being available to parents.

- Make decisions regarding what services will be provided, which includes type, frequency, intensity, location, name of services provider, and method of delivery made through a collaborative Individual Family Service Plan (IFSP) process between parents and other team members. Services are jointly coordinated with other services providers involved in delivery of services to the child and family.

- To assist with transition into other appropriate programs and services when the child turns three. As early as ninety (90) days prior to the child's third birthday and with family approval, a face-to-face conference must be convened with the family, the Early Childhood Intervention (ECI) program staff and staff from the next future setting, to review the child's program options and transition plan. The child must be referred to Hidalgo County Head Start Program as described in the Individual Family Service Plan (IFSP) and agreed upon by the parents. With parental consent assessment information may accompany the referral.

- Participate in and support efforts for a smooth transition when entering Head Start programs as well as for children who, at age three, will need to be considered for services for the preschool age. To avoid duplication of effort, the AVANCE, Inc. will coordinate, to the extent possible with families and the Head Start program to support the cooperation and the sharing of information among agencies and their community partners in accordance with the agency's confidentiality policies.

- Will establish and maintain transition procedures, will coordinate with the **Hidalgo County Head Start Program** to ensure the relevant children's record are transferred; will initiate meetings with **Hidalgo County Head Start Program** staff for the next placement to discuss transition progress and abilities of individual children. The process will take into account; the child's health status and developmental level, circumstances, and availability of Head Start.

- Transition planning by **AVANCE, Inc.** will be undertaken for each child and family at least six months prior to the child's third birthday. **AVANCE, Inc.** will allow the child, as appropriate, to remain in Early Head Start, foll owing his or her third birthday, for additional months until he or she can transition into a Head Start, childcare, pre-school, or daycare setting.

Hidalgo County Head Start Program will:

- Provide a comprehensive pre-school program for economically disadvantage children, three to five years of age. The program gives priority to identify, recruit, and serve foster children, homeless children, and children with disabilities and their families. Services include health, mental health, nutrition, education, special services, social services, parent involvement, and transition services.

- Engage in an ongoing family partnership building and provide social service assistance when needed.

- Provide information and referrals to families regarding services of collaborating agency/program.

- Abide by the U.S. Department of Health and Human Services final regulations pursuant to the Health Insurance Portability and Accountability Act of 1996 (HIPAA).

- Maintain the children's, families', and programmatic records in a manner that will assure the protection of the rights and privacy of parents, families, and staff. All **HCHSP** records, data, or information related to individual children, families, and staff will be treated as confidential. Release of information will take place only with clients' prior written consent and approval.

Collaboration Efforts between AVANCE, Inc. and HCHSP:

- To refer clients as appropriate to each other. Services to the client will be based upon the needs of said client and the receiving agency's or program's ability to provide services. In the event that the receiving agency or program is unable to provide services to the client, it is agreed that alternate referrals will be provided as possible resources.

- To exchange reports describing services rendered between each other on a regular basis. The undersigned parties agree that they will try, when possible, to participate and collaborate in shared forums, networking meetings, and training sessions.

Termination:

Either party may terminate the Agreement, with or without cause, by giving ten (10) days written notice to the other.

Term:

This Agreement is in effect for the 2016-2017 school year, unless earlier terminated as provided herein.

Governing Law:

This Memorandum of Understanding will be construed in accordance with the Laws of the State of Texas and is performable in Hidalgo County, Texas.

Consideration:

This Agreement is being made in consideration of the following: **AVANCE, Inc.** and **Hidalgo County Head Start Program** agree that there will be no financial exchange of monies or other compensation.

AVANCE, Inc.:

_____ _____

Authorized Signature Date *Print Name and Title*

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:

BEHAVIOR HEALTH SOLUTION OF S. TX.

Memorandum of Understanding Between

Hidalgo County Head Start Program

And

Behavioral Health Solutions of South Texas

This written memorandum of understanding will serve as a collaborative agreement between **Hidalgo County Head Start Program (HCHSP) and the Behavioral Health Solutions of South Texas / Prevention Resource Center-Region 11 (PRC 11)** in an effort to identify local community and county data resources to facilitate the development of a Regional Needs Assessment which will be available for the agency and the community. Also, this collaboration will help to identify local community, county and regional training needs and resources. The Prevention Resource Center's goals are to establish a central data collection repository for PRC 11; to ensure accessible regional substance abuse and mental health training.

The terms and conditions set forth in the following document shall constitute the entire Agreement between the **HCHSP** and **Behavioral Health Solutions of South Texas / Prevention Resource Center-Region 11 (PRC 11)** may not be amended except by a written document signed by **HCHSP** and **Behavioral Health Solutions of South Texas / Prevention Resource Center-Region 11 (PRC 11)**.

Behavioral Health Solutions of South Texas will:

- Develop and provide access to a central data collection repository for the region focused on identifying local, county, and regional data resources.
- Share available data, resources and statistics with community stakeholders.
- Complete a Regional Needs Assessment (RNA) and provide access to final document.
- Offer networking assistance to strengthen prevention efforts in the community.
- Promote the College Survey and assist universities/colleges in participating.
- Facilitate access and coordinate prevention trainings available through Coordinated Training Services for DHS funded providers.

Hidalgo County Head Start Program will:

- Participate in **PRC 11** data collection efforts such as completing surveys and responding to requests for data (alcohol and drug related offenses; violent crime, statistics, prevention efforts, intervention/treatment services, disciplinary offenses, and dropout rates).
- Offer networking assistance to strengthen prevention efforts in our community by attending meetings facilitated by **PRC 11.**
- Provide **PRC 11** Staff with feedback related to gaps in data collection, networking, data sharing, and coordination of training efforts.
- Maintain confidentiality requirements in accordance to Federal Confidentiality rules (42CFR 2). Funding for these services is provided by a grant from the Texas Department of State Health Services and no fees or cost will be incurred by the Hidalgo County Head Start Program.

Termination:

Either party may terminate the Agreement, with or without cause, by giving ten (10) days written notice to the other.

Term:

This Collaborative agreement will be enforced from September 1, 2016 through August 31, 2017 and may be amended or terminated by either party by submitting a written request at any time.

Governing Law:

This Memorandum of Understanding will be construed in accordance with the Laws of the State of Texas and is performable in Hidalgo County, Texas.

Consideration:

This Agreement is being made in consideration of the following: **Behavior Health Solution of South Texas/Prevention Resource Center-Region 11 (PRC 11)** and **Hidalgo County Head Start Program** agree that there will be no financial exchange of monies or other compensation.

Behavioral Health Solutions of South Texas/Prevention Resource Center-Region 11:

_____ Jose G. Gonzalez, Executive Director

Authorized Signature Date *Print Name and Title*

Hidalgo County Head Start Program

_____ _____

Honorable Ramon Garcia Date Teresa Flores, Executive Director Date
Hidalgo County Judge Hidalgo County Head Start Program

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:

COMMUNITY SERVICE AGENCY

Memorandum of Understanding Between

Hidalgo County Head Start Program

And

County of Hidalgo Community Service Agency

The Hidalgo County Head Start Program (HCHSP) and Hidalgo County Community Service Agency agree to establish a working and cooperative relationship between the parties in order to plan services appropriate for each agency's or program's clients. It is the objective of the Hidalgo County Head Start Program to collaborate with partners in our communities, in order to provide the highest level of services to children and families; to foster the development of a continuum of family centered services, and to advocate for a community that shares responsibility for the healthy development of children and families of all cultures.

The terms and conditions set forth in the following document shall constitute the entire Agreement between the HCHSP and Hidalgo County Community Service Agency may not be amended except by a written document signed by HCHSP and Hidalgo County Community Service Agency.

HCHSP will provide a comprehensive pre-school program for economically disadvantage children, three to five years of age. The program gives priority to identify, recruit and serve foster children, homeless children and children with disabilities and their families. Services include health, mental health, nutrition, education, special services, social services, parent involvement and transition services.

1. To engage in an ongoing family partnership building and provide social services assistance when needed.
2. To provide information and referrals to families regarding services of the County of Hidalgo Community Service Agency.
3. To designate a Hidalgo County Head Start Program staff member to serve as a liaison to County of Hidalgo Community Service Agency.
4. To provide the County of Hidalgo Community Service Agency a rent and utilities free facility at 2100 Fir St., McAllen, TX 78501 "Austin (A-1) One Stop Head Start Center."
5. Maintain the children's, families', and programmatic records in a manner that will assure the protection of the rights and privacy of parents, families, and staff. All HCHSP records, data, or information related to individual children, families, and staff will be treated as **confidential**. Release of information will take place only with clients' prior written consent and approval.

County of Hidalgo Community Service Agency Agrees:

1. To provide information and referrals to its clients regarding services of the Hidalgo County Head Start Program.

Collaboration Efforts between **County of Hidalgo Community Service Agency** and **HCHSP:**

1. Both parties agree to refer clients as appropriate to each other. Services to the client will be based upon the needs of said client and the receiving agency's or program's ability to provide services. In the event that the receiving agency or program is unable to provide services to the client, it is agreed that alternate referrals will be provided as possible resources.

2. Both parties agree that they will exchange reports describing services rendered between each other on a regular basis. When possible, to participate and collaborate in shared forums, networking meetings, and training sessions.

Termination:

Either party may terminate the Agreement, with or without cause, by giving ten (10) days written notice to the other.

Term:

This Agreement is in effect for the 2016-2017 school year, unless earlier terminated as provided herein.

Consideration:

This Agreement is being made in consideration of the following: **County of Hidalgo Community Service Agency** and **Hidalgo County Head Start Program** agree that there will be no financial exchange of monies or other compensation.

County of Hidalgo Community Service Agency

_____ *Jaime Longoria, Executive Director* .
Authorized Signature *Date* *Print Name and Title*

Hidalgo County Head Start Program

_____ _____
Honorable Ramon Garcia Date Teresa Flores, Executive Director Date
Hidalgo County Judge Hidalgo County Head Start Program

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:

EASTER SEALS-ECI

Memorandum of Understanding Between

Hidalgo County Head Start Program

And

Easter Seals of the Rio Grande Valley/Early Childhood Intervention Program

The **Hidalgo County Head Start Program (HCHSP)** and **Easter Seals of the Rio Grande Valley** agree to establish a working and cooperative relationship between the parties in order to plan services appropriate for each agency's or program's clients. It is the objective of the **Hidalgo County Head Start Program** to collaborate with partners in our communities, in order to provide the highest level of services to children and families; to foster the development of a continuum of family centered services, and to advocate for a community that shares responsibility for the healthy development of children and families of all cultures.

The terms and conditions set forth in the following document shall constitute the entire Agreement between the **HCHSP** and **Easter Seals of the Rio Grande Valley**, may not be amended except by a written document signed by **HCHSP** and **Easter Seals of the Rio Grande Valley.**

Easter Seals of the Rio Grande Valley will:

- Provide services for infants and toddlers and their families to encourage trust and emotional security, provide a variety of sensory and motor experiences, support physical, social and emotional development, encourage the development of self-awareness and autonomy, and support emerging communication skills.

- Provide service coordination services for all eligible children and maintain documentation of these activities. The Social Service Specialist is responsible for coordinating all services within the program and across agency lines, as well as being available to parents.

- Make decisions regarding what services will be provided, which includes type, frequency, intensity, location, name of services provider, and method of delivery made through a collaborative Individual Family Service Plan (IFSP) process between parents and other team members. Services are jointly coordinated with other services providers involved in delivery of services to the child and family.

- To assist with transition into other appropriate programs and services when the child turns three. As early as ninety (90) days prior to the child's third birthday and with family approval, a face-to-face conference must be convened with the family, the Early Childhood Intervention (ECI) program staff and staff from the next future setting, to review the child's program options and transition plan. The child must be referred to **Hidalgo County Head Start Program** as described in the Individual Family Service Plan (IFSP) and agreed upon by the parents. With parental consent assessment information may accompany the referral.

- Participate in and support efforts for a smooth transition when entering Head Start programs as well as for children who, at age three, will need to be considered for services for the preschool age. To avoid duplication of effort, the **Easter Seals of the Rio Grande Valley** will coordinate, to the extent possible with families and the Head Start program to support the cooperation and the sharing of information among agencies and their community partners in accordance with the agency's confidentiality policies.

- Will establish and maintain transition procedures, will coordinate with the **Hidalgo County Head Start Program** to ensure the relevant children's record are transferred; will initiate meetings with **Hidalgo County Head Start Program** staff for the next placement to discuss transition progress and abilities of individual children. The process will take into account; the child's health status and developmental level, circumstances, and availability of Head Start.

- Transition planning by **Easter Seals of the Rio Grande Valley** will be undertaken for each child and family at least six months prior to the child's third birthday. **Easter Seals of the Rio Grande Valley** will allow the child, as appropriate, to remain in Early Head Start, following his or her third birthday, for additional months until he or she can transition into a Head Start, childcare, pre-school, or daycare setting.

Hidalgo County Head Start Program will:

- Provide a comprehensive pre-school program for economically disadvantage children, three to five years of age. The program gives priority to identify, recruit, and serve foster children, homeless children, and children with disabilities and their families. Services include health, mental health, nutrition, education, special services, social services, parent involvement, and transition services.

- Engage in an ongoing family partnership building and provide social service assistance when needed.

- Provide information and referrals to families regarding services of collaborating agency/program.

- Abide by the U.S. Department of Health and Human Services final regulations pursuant to the Health Insurance Portability and Accountability Act of 1996 (HIPAA).

- Maintain the children's, families', and programmatic records in a manner that will assure the protection of the rights and privacy of parents, families, and staff. All HCHSP records, data, or information related to individual children, families, and staff will be treated as **confidential**. Release of information will take place only with clients' prior written consent and approval.

Collaboration Efforts between Easter Seals of the Rio Grande Valley and HCHSP:

- To refer clients as appropriate to each other. Services to the client will be based upon the needs of said client and the receiving agency's or program's ability to provide services. In the event that the receiving agency or program is unable to provide services to the client, it is agreed that alternate referrals will be provided as possible resources.

- To exchange reports describing services rendered between each other on a regular basis. The undersigned parties agree that they will try, when possible, to participate and collaborate in shared forums, networking meetings, and training sessions.

Termination:

Either party may terminate the Agreement, with or without cause, by giving ten (10) days written notice to the other.

Term:

This Agreement is in effect for the 2016-2017 school year, unless earlier terminated as provided herein.

Governing Law:

This Memorandum of Understanding will be construed in accordance with the Laws of the State of Texas and is performable in Hidalgo County, Texas.

Consideration:

This Agreement is being made in consideration of the following: **Easter Seals of the Rio Grande Valley** and **Hidalgo County Head Start Program** agree that there will be no financial exchange of monies or other compensation.

Easter Seals of the Rio Grande Valley:

_____
Authorized Signature Date

Patricia Rosenlund, ECI Director .
Print Name and Title

Hidalgo County Head Start Program

_____
Honorable Ramon Garcia
Hidalgo County Judge

_____
Date

_____
Teresa Flores, Executive Director
Hidalgo County Head Start Program

_____
Date

ATTEST:

_____
Arturo Guajardo, Jr.
Hidalgo County Clerk

Approved As To Form:
Atlas, Hall & Rodriguez, LLP

By:_____
Stephen L. Crain

Approved As To Form:
Oxford & González, P.C.

By:_____
Ricardo González

Date Approved by Policy Council:
Date Approved by Commissioner's Court:

SENIOR COMMUNITY OUTREACH SERVICES, INC.

Memorandum of Understanding Between

Hidalgo County Head Start Program

And

Senior Community Outreach Services, Inc. / Foster Grandparent Program

The **Hidalgo County Head Start Program (HCHSP)** and **Senior Community Outreach Services, Inc. / Foster Grandparent Program (SCOS-FGP)** agree to establish a working and cooperative relationship between the parties in order to plan services appropriate for each agency's or program's clients. It is the objective of the Hidalgo County Head Start Program to collaborate with partners in our communities, in order to provide the highest level of services to children and families; to foster the development of a continuum of family centered services, and to advocate for a community that shares responsibility for the healthy development of children and families of all cultures.

The terms and conditions set forth in the following document shall constitute the entire Agreement between the **HCHSP** and **SCOS-FGP** may not be amended except by a written document signed by **HCHSP** and **SCOS-FGP**.

SCOS-FGP will:

1. Designate a Foster Grandparent staff member to serve as a liaison with the **Hidalgo County Head Start Program.**
2. Recruit, interview, select and enroll volunteers that will participate in the **Head Start Program** in accordance to the criteria set forth by the **Foster Grandparent Program.**
3. Conduct and document a criminal history check on Foster Grandparents in accordance with requirements by the state licensing minimum standards.
4. Recognize and respect the confidentiality of the children involved in the program.
5. Arrange for pre-service physical examination for the new Foster Grandparents assigned to the **HCHSP.**
6. Provide insurance coverage as required by the **Hidalgo County Head Start Program.**
7. Be responsible for the management and fiscal control of the program.
8. Provide orientation to volunteer and provide in-service training on an ongoing basis.
9. Provide orientation to **HCHSP** staff.
10. Permit the **HCHSP** to screen Foster Grandparents pursuant to established criteria of **HCHSP**.

Hidalgo County Head Start Program will:

1. Serve as a "Volunteer Station" for **Foster Grandparent Program** participants.
2. Designate a staff member to serve as a liaison with the **SCOS-FGP**.
3. Develop and obtain a written Assignment Plan identifying:
   (a) The child(ren) to be served
   (b) The role and activities of the volunteer
   (c) The expected outcomes for each child
   (d) The period of time each child should receive such services.

This Assignment Plan will be signed by the **HCHSP** liaison and the Foster Grandparent volunteer and will be used to review the Foster Grandparent's services as well as the impact of the assignment on the child's development.

4. Arrange that each Foster Grandparent participant processes the "Volunteer Vital Information, DPS and Central Registry Background Check" form.

5. Assure adequate health and safety provisions for the protection of the volunteers.

6. Investigate incidents, accidents and injuries involving volunteers and notify the **SCOS-FGP** in a timely manner.

7. Assign children with designated special or exceptional needs to each volunteer. (**Exhibit A**, "Special or Exceptional Needs/Special Initiatives")

8. Provide site specific orientation and training to the volunteers.

9. Submit required completed paperwork to the **SCOS-FGP** on a timely basis, i.e., Individual Volunteer Assignment Plans, Performance Measure Evaluations and Assessments in relation to the child's needs; and Foster Grandparents Program Volunteer Performance Evaluation Forms.

10. Designate space for use by volunteer in their activities with assigned child(ren) and for project related activities.

11. Ensure Foster Grandparents serve in a volunteer capacity. The **HCHSP** will verify Foster Grandparents will not:
    (a) Displace nor replace paid or contracted employees;
    (b) Relieve staff of their routine duties;
    (c) Infringe upon the site supervisor's role with children.

12. Exclude Foster Grandparents as supervision adults when calculating State mandated adults-to-child ration.

13. Supervise Foster Grandparents at all times while they are performing as volunteers; Foster Grandparents shall not be left alone with children.

14. Track and report volunteer hours served; HCHSP supervisor will sign **Foster Grandparents Program** timesheets.

15. Ensure that any screening process required of other volunteer at **HCHSP** are also required for the Foster Grandparents volunteers.

16. Provide comprehensive orientation training to foster grandparents which includes (but not limited to) the **Hidalgo County Head Start Program's** policies on confidentiality, dress code, release of children, child abuse and neglect, emergency and evacuation, State Education laws, rules and regulations, Federal Regulations and Statutes, including the Buckley and Hatch Activities.

17. Maintain the program and activities to which the Foster Grandparents volunteers are assigned, accessible to persons with disabilities (including mobility, hearing, vision, mental and cognitive impairments of addiction and diseases) and/or limited English language proficiency and provide reasonable accommodation to allow person with disabilities to participate in programs and activities.

18. Maintain compliance with the Americans with Disabilities Act of 1990 (42 U.S.C. & 1201 et. Seq.) if an individual station is not accessible, HCHSP must provide assurance staff will reach out to person with disabilities and will provide reasonable accommodation to anyone who wishes to volunteer.

19. Will complete a physical accessibility checklist for each **HCHSP** site or submit copy of documentation that indicates site complies with the American Disability Act.

20. Will not discriminate against Foster Grandparents volunteers or in the operation of its program on the basis of race, color, national origin, sex, age, political affiliation, religion or on the basis of disability, if the volunteer is a qualified individual with a disability.

Collaboration Efforts between SCOS-FGP and HCHSP:

1. To exchange reports describing services rendered between each other on a regular basis. The undersigned parties agree that they will try, when possible, to participate and collaborate in shared forums, networking meetings, and training sessions.
2. Recognized the Foster Grandparents for their volunteer service.
3. Arrange and deliver monthly in-service trainings which will be provided by the **SCOS-FGP** staff.
4. Work together to assign one (1), or more Foster Grandparents for an average of 15-40 hours per week to serve two (2) or more children.
5. Work together in developing appropriate activities for Foster Grandparents to carry out with their assigned children.
6. Work together to supervise Foster Grandparents in their activities. This will be accomplished by the Field Supervisor and the directly supervising the Foster Grandparents at the **HCHSP**.
7. Provide all reasonable resources and make every effort to ensure the success of the Foster Grandparents Program and the HCHSP to which the Foster Grandparents are assigned.

Termination:

Either party may terminate the Agreement, with or without cause, by giving ten (10) days written notice to the other.

Term:

This Agreement is in effect for the 2016-2017 school year, unless earlier terminated as provided herein.

Governing Law:

This Memorandum of Understanding will be construed in accordance with the Laws of the State of Texas and is performable in Hidalgo County, Texas.

Consideration:

This Agreement is being made in consideration of the following: **Senior Community Outreach Services, Inc. / Foster Grandparent Program** and **Hidalgo County Head Start Program** agree that there will be no financial exchange of monies or other compensation.

Senior Community Outreach Services, Inc. / Foster Grandparent Program:

Authorized Signature Date

Print Name and Title

Hidalgo County Head Start Program

Honorable Ramon Garcia
Hidalgo County Judge

Date

Teresa Flores, Executive Director
Hidalgo County Head Start Program

Date

ATTEST:

Arturo Guajardo, Jr.
Hidalgo County Clerk

Approved As To Form:
Atlas, Hall & Rodriguez, LLP

By: _____
Stephen L. Crain

Approved As To Form:
Oxford & González, P.C.

By: _____
Ricardo González

Date Approved by Policy Council:
Date Approved by Commissioner's Court:

EXHIBIT A

SPECIAL OR EXEPTIONAL NEEDS/SPECIAL INITATIVES

It is a Federal Requirement that all Foster Grandparents have an assignment plan for the children with whom they are assigned to work. The **SCOS-Foster Grandparents** is assigned to your organization to provide one-to-one assistance and perform duties based on the needs of selected children.

Special or Exceptional Needs:

Development Delayed/Disabled	Health Impairment
Visually Impaired	Literacy Needs
Speech Impaired	Abused/Neglected
Hearing Impaired	In Need of Foster Care
Physically Challenged	Adjudicated Youth
Emotional/Social Need	Homeless Youth
Language/Communication	Teen Parent
Learning Disabled	Child in Need of Protective Intervention

Special Initiatives:

Child of Incarcerated Parent (S)
Child on Foster Care

HIDALGO COUNTY HEALTH & HUMAN SERVICES

Memorandum of Understanding Between

Hidalgo County Head Start Program

And

Hidalgo County Health and Human Services Agency

The **Hidalgo County Head Start Program (HCHSP)** and **the Hidalgo County Health and Human Services** agree to provide information and referrals to its clients regarding services as set out herein.

The terms and conditions set forth in the following document shall constitute the entire Agreement between the **HCHSP** and **County of Hidalgo Community Service Agency** and may not be amended except by a written document signed by **HCHSP and Hidalgo County Health** and **Human Services**.

The Hidalgo County Head Start Program Agrees:

- To provide a comprehensive pre-school program for economically disadvantage children, three to five years of age. The program gives priority to identify, recruit and serve foster children, homeless children and children with disabilities and their families. Services include health, mental health, nutrition, education, special services, social services, parent involvement and transition services.
- To engage in an ongoing family partnership building and provide social services assistance when needed.
- To provide information and referrals to families regarding services of the **Hidalgo County Health and Human Services.**
- Maintain the children's, families', and programmatic records in a manner that will assure the protection of the rights and privacy of parents, families, and staff. All **HCHSP** records, data, or information related to individual children, families, and staff will be treated as **confidential**. Release of information will take place only with clients' prior written consent and approval.

The Hidalgo County Health and Human Services Agrees:

- To assist with health fairs and conferences by providing material and/or resources.
- To provide information and referrals to their clients regarding services of the **Hidalgo County Head Start Program.**
- To help parents seek assistance in meeting their child's health needs.
- To educate parents on services provided by **Hidalgo County Health and Human Services**.
- To teach parents how to advocate for their children's health services.

Collaboration Efforts between Hidalgo County Health and Human Services and **HCHSP:**

- Both parties agree to refer clients as appropriate to each other. Services to the client will be based upon the needs of said client and the receiving agency's or program's ability to provide services. In the event that the receiving agency or program is unable to provide services to the client, it is agreed that alternate referrals will be provided as possible resources.
- Both parties agree that they will exchange reports describing services rendered between each other on a regular basis. When possible, to participate and collaborate in shared forums, networking meetings, and training sessions.

Termination:

Either party may terminate the Agreement, with or without cause, by giving ten (10) days written notice to the other.

Term:

This Agreement is in effect for the 2016-2017 school year, unless earlier terminated as provided herein.

Governing Law:

This Memorandum of Understanding will be construed in accordance with the Laws of the State of Texas and is performable in Hidalgo County, Texas.

Consideration:

This Agreement is being made in consideration of the following: **Hidalgo County Health and Human Services** and **Hidalgo County Head Start Program** agree that there will be no financial exchange of monies or other compensation.

Hidalgo County Health and Human Services Agency

_____ *Eduardo Olivarez, Chief Administrative Officer*

Authorized Signature *Date* *Print Name and Title*

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:

HIDALGO COUNTY
WIC SERVICES

Memorandum of Understanding Between

Hidalgo County Head Start Program

And

Hidalgo County WIC Program

The **Hidalgo County Head Start Program (HCHSP)** and **Hidalgo County WIC Program** agree to establish a working and cooperative relationship between the parties in order to plan services appropriate for each agency's or program's clients. It is the objective of the **Hidalgo County Head Start Program** to collaborate with partners in our communities, in order to provide the highest level of services to children and families; to foster the development of a continuum of family centered services, and to advocate for a community that shares responsibility for the healthy development of children and families of all cultures.

The terms and conditions set forth in the following document shall constitute the entire Agreement between the **HCHSP** and **Hidalgo County WIC Program** may not be amended except by a written document signed by **HCHSP** and **Hidalgo County WIC Program.**

Hidalgo County WIC Program will:

- Provide Nutrition Education: Individual or Group Sessions.
- Provide Breastfeeding Support.
- Provide information and referrals to clients regarding services of the **Hidalgo County Head Start Program**.

Hidalgo County Head Start Program will:

- Provide a comprehensive pre-school program for economically disadvantage children, three to five years of age. The program gives priority to identify, recruit, and serve foster children, homeless children, and children with disabilities and their families. Services include health, mental health, nutrition, education, special services, social services, parent involvement, and transition services.
- Engage in an ongoing family partnership building and provide social service assistance when needed.
- Provide information and referrals to families regarding services of collaborating agency/program.
- Abide by the U.S. Department of Health and Human Services final regulations pursuant to the Health Insurance Portability and Accountability Act of 1996 (HIPAA).
- Provide information and referrals to families regarding services of the Hidalgo County WIC Program.
- Designate a Hidalgo County Head Start staff member to serve as a liaison to the Hidalgo County WIC Program.
- Maintain the children's, families', and programmatic records in a manner that will assure the protection of the rights and privacy of parents, families, and staff. All HCHSP records, data, or information related to individual children, families, and staff will be treated as confidential. Release of information will take place only with clients' prior written consent and approval.

Collaboration Efforts between Hidalgo County WIC Program and HCHSP:

- To refer clients as appropriate to each other. Services to the client will be based upon the needs of said client and the receiving agency's or program's ability to provide services. In the event that the receiving agency or program is unable to provide services to the client, it is agreed that alternate referrals will be provided as possible resources.

- To exchange reports describing services rendered between each other on a regular basis. The undersigned parties agree that they will try, when possible, to participate and collaborate in shared forums, networking meetings, and training sessions.

Termination:

Either party may terminate the Agreement, with or without cause, by giving ten (10) days written notice to the other.

Term:

This Agreement is in effect for the 2016-2017 school year, unless earlier terminated as provided herein.

Governing Law:

This Memorandum of Understanding will be construed in accordance with the Laws of the State of Texas and is performable in Hidalgo County, Texas.

Consideration:

This Agreement is being made in consideration of the following: **Hidalgo County WIC Program** and **Hidalgo County Head Start Program** agree that there will be no financial exchange of monies or other compensation.

Hidalgo County WIC Program:

_____ Norma Longoria, Director .

Authorized Signature Date *Print Name and Title*

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:

HOPE FAMILY HEALTH CENTER

Memorandum of Understanding Between

Hidalgo County Head Start Program

And

Hope Family Heath Center

The **Hidalgo County Head Start Program (HCHSP)** and **Hope Family Health Center** agree to establish a working and cooperative relationship between the parties in order to plan services appropriate for each agency's or program's clients. It is the objective of the **Hidalgo County Head Start Program** to collaborate with partners in our communities, in order to provide the highest level of services to children and families; to foster the development of a continuum of family centered services, and to advocate for a community that shares responsibility for the healthy development of children and families of all cultures.

The terms and conditions set forth in the following document shall constitute the entire Agreement between the **HCHSP** and **Hope Family Health Center** may not be amended except by a written document signed by **HCHSP** and **Hope Family Health Center**.

Hidalgo County Head Start Program will:

- Provide a comprehensive pre-school program for economically disadvantage children, three to five years of age. The program gives priority to identify, recruit, and serve foster children, homeless children, and children with disabilities and their families. Services include health, mental health, nutrition, education, special services, social services, parent involvement, and transition services.
- Engage in an ongoing family partnership building and provide social service assistance when needed.
- Provide information and referrals to families regarding services of collaborating agency/program.
- Maintain the children's, families', and programmatic records in a manner that will assure the protection of the rights and privacy of parents, families, and staff. All HCHSP records, data, or information related to individual children, families, and staff will be treated as confidential. Release of information will take place only with clients' prior written consent and approval.

Hope Family Health Center will:

- To provide mental health services to children and families with no financial means or health insurance.
- To help parents seek assistance in meeting their children's emotional needs.
- To teach parents how to advocate for children's mental health services.
- Provide information and referrals to clients regarding services of the **Hidalgo County Head Start Program**.

Termination:

Either party may terminate the Agreement, with or without cause, by giving ten (10) days written notice to the other.

Term:

This Agreement is in effect for the 2016-2017 school year, unless earlier terminated as provided herein.

Governing Law:

This Memorandum of Understanding will be construed in accordance with the Laws of the State of Texas and is performable in Hidalgo County, Texas.

Consideration:

This Agreement is being made in consideration of the following: **Hope Family Health Center** and **Hidalgo County Head Start Program** agree that there will be no financial exchange of monies or other compensation.

Hope Family Health Center:

_____
Authorized Signature Date

Rebecca Ramirez Stocker, Executive Director.
Print Name and Title

Hidalgo County Head Start Program

_____
Honorable Ramon Garcia
Hidalgo County Judge

_____
Date

_____
Teresa Flores, Executive Director
Hidalgo County Head Start Program

_____
Date

ATTEST:

_____
Arturo Guajardo, Jr.
Hidalgo County Clerk

Approved As To Form:
Atlas, Hall & Rodriguez, LLP

By:_____
Stephen L. Crain

Approved As To Form:
Oxford & González, P.C.

By:_____
Ricardo González

Date Approved by Policy Council:
Date Approved by Commissioner's Court:

WOMEN TOGETHER FOUNDATION, INC.

Memorandum of Understanding Between

Hidalgo County Head Start Program

And

Women Together Foundation, Inc. / Mujeres Unidas

The **Hidalgo County Head Start Program (HCHSP)** and **Women Together Foundation, Inc.** agree to establish a working and cooperative relationship between the parties in order to plan services appropriate for each agency's or program's clients. It is the objective of the Hidalgo County Head Start Program to collaborate with partners in our communities, in order to provide the highest level of services to children and families; to foster the development of a continuum of family centered services, and to advocate for a community that shares responsibility for the healthy development of children and families of all cultures.

The terms and conditions set forth in the following document shall constitute the entire Agreement between the **HCHSP** and **Women Together Foundation, Inc.** may not be amended except by a written document signed by **HCHSP** and **Women Together Foundation, Inc.**

Women Together Foundation, Inc. will on property other than HCHSP property:

- Provide trainings to parents on the importance of providing physical, emotional, and developmental care to their children.
- Assist parents seek in meeting their own emotional and physical needs through other community resources available.
- Teach parents to identify crisis prevention resources, such as hotline numbers, local crisis centers, or names of counselors.
- Inform parents where to seek immediate shelter for their family in the event that one parent is abusive towards the other and the family must leave for safety reasons.

Hidalgo County Head Start Program will:

- Provide a comprehensive pre-school program for economically disadvantage children, three to five years of age. The program gives priority to identify, recruit, and serve foster children, homeless children, and children with disabilities and their families. Services include health, mental health, nutrition, education, special services, social services, parent involvement, and transition services.
- Engage in an ongoing family partnership building and provide social service assistance when needed.
- Provide information and referrals to families regarding services of collaborating agency/program.
- Abide by the U.S. Department of Health and Human Services final regulations pursuant to the Health Insurance Portability and Accountability Act of 1996 (HIPAA).
- Maintain the children's, families', and programmatic records in a manner that will assure the protection of the rights and privacy of parents, families, and staff. All HCHSP records, data, or information related to individual children, families, and staff will be treated as confidential. Release of information will take place only with clients' prior written consent and approval.

Collaboration Efforts between Women Together Foundation, Inc. and HCHSP:

- To refer clients as appropriate to each other. Services to the client will be based upon the needs of said client and the receiving agency's or program's ability to provide services. In the event that the receiving agency or program is unable to provide services to the client, it is agreed that alternate referrals will be provided as possible resources.

- To exchange reports describing services rendered between each other on a regular basis. The undersigned parties agree that they will try, when possible, to participate and collaborate in shared forums, networking meetings, and training sessions.

Termination:

Either party may terminate the Agreement, with or without cause, by giving ten (10) days written notice to the other.

Term:
This Agreement is in effect for the 2016-2017 school year, unless earlier terminated as provided herein.

Governing Law:
This Memorandum of Understanding will be construed in accordance with the Laws of the State of Texas and is performable in Hidalgo County, Texas.

Consideration:

This Agreement is being made in consideration of the following: **Women Together Foundation, Inc.** and **Hidalgo County Head Start Program** agree that there will be no financial exchange of monies or other compensation.

Women Together Foundation, Inc.:

_____ Estela De Anda, Executive Director
Authorized Signature Date *Print Name and Title*

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:

REGION ONE ESC - ECI

Memorandum of Understanding Between

Hidalgo County Head Start Program

And

Region One Education Service Center/Early Childhood Intervention Program

The **Hidalgo County Head Start Program (HCHSP)** and **Region One Education Service Center (Region One ESC)** agree to establish a working and cooperative relationship between the parties in order to plan services appropriate for each agency's or program's clients. It is the objective of the **Hidalgo County Head Start Program** to collaborate with partners in our communities, in order to provide the highest level of services to children and families; to foster the development of a continuum of family centered services, and to advocate for a community that shares responsibility for the healthy development of children and families of all cultures.

The terms and conditions set forth in the following document shall constitute the entire Agreement between the **HCHSP and Region One ESC,** may not be amended except by a written document signed by **HCHSP and Region One ESC.**

Region One ESC will:

- Provide services for infants and toddlers and their families to encourage trust and emotional security, provide a variety of sensory and motor experiences, support physical, social and emotional development, encourage the development of self-awareness and autonomy, and support emerging communication skills.

- Provide service coordination services for all eligible children and maintain documentation of these activities. The Social Service Specialist is responsible for coordinating all services within the program and across agency lines, as well as being available to parents.

- Make decisions regarding what services will be provided, which includes type, frequency, intensity, location, name of services provider, and method of delivery made through a collaborative Individualized Family Service Plan (IFSP) process between parents and other team members. Services are jointly coordinated with other services providers involved in delivery of services to the child and family.

- To assist with transition into other appropriate programs and services when the child turns three. As early as ninety (90) days prior to the child's third birthday and with family approval, a face-to-face conference must be convened with the family, the **Region One ESC** staff and staff from the next future setting, to review the child's program options and transition plan. The child must be referred to HCHSP as described in the Individual Family Service Plan (IFSP) and agreed upon by the parents. With parental consent assessment information may accompany the referral.

- Participate in and support efforts for a smooth transition when entering Head Start programs as well as for children who, at age three, will need to be considered for services for the preschool age. To avoid duplication of effort, the **Region One ESC** will coordinate, to the extent possible with families and the HCHSP to support the cooperation and the sharing of information among agencies and their community partners in accordance with the agency's confidentiality policies.

- Will establish and maintain transition procedures, and coordinate with the Hidalgo County Head Start Program to ensure the relevant children's record are transferred; will initiate meetings with **Hidalgo**

County Head Start staff for the next placement to discuss transition progress and abilities of individual children. The process will take into account; the child's health status and developmental level, circumstances, and availability of Head Start.

- Transition planning by **Region One ESC** will be undertaken for each child and family at least six months prior to the child's third birthday. **Region One ESC** will allow the child, as appropriate, to remain in Early Childhood Intervention Program, following his or her third birthday, for additional months until he or she can transition into a Head Start, childcare, pre-school, or daycare setting.

Hidalgo County Head Start Program will:

- Provide a comprehensive pre-school program for economically disadvantage children, three to five years of age. The program gives priority to identify, recruit, and serve foster children, homeless children, and children with disabilities and their families. Services include health, mental health, nutrition, education, special services, social services, parent involvement, and transition services.

- Engage in an ongoing family partnership building and provide social service assistance when needed.

- Provide information and referrals to families regarding services of collaborating agency/program.

- Abide by the U.S. Department of Health and Human Services final regulations pursuant to the Health Insurance Portability and Accountability Act of 1996 (HIPAA).

- Maintain the children's, families', and programmatic records in a manner that will assure the protection of the rights and privacy of parents, families, and staff. All **HCHSP** records, data, or information related to individual children, families, and staff will be treated as confidential. Release of information will take place only with clients' prior written consent and approval.

Collaboration Efforts between Region One ESC and HCHSP:

- To refer clients as appropriate to each other. Services to the client will be based upon the needs of said client and the receiving agency's or program's ability to provide services. In the event that the receiving agency or program is unable to provide services to the client, it is agreed that alternate referrals will be provided as possible resources.

- To exchange reports describing services rendered between each other on a regular basis. The undersigned parties agree that they will try, when possible, to participate and collaborate in shared forums, networking meetings, and training sessions.

Termination:

Either party may terminate the Agreement, with or without cause, by giving ten (10) days written notice to the other.

Term:

This Agreement is in effect for the 2016-2017 school year, unless earlier terminated as provided herein.

Governing Law:

This Memorandum of Understanding will be construed in accordance with the Laws of the State of Texas and is performable in Hidalgo County, Texas.

Consideration:

This Agreement is being made in consideration of the following: **Region One ESC** and **Hidalgo County Head Start Program** agree that there will be no financial exchange of monies or other compensation.

Region One ESC:

_____
Authorized Signature Date

Norma Jean Cano, Region One ESC, ECI Program Director
Print Name and Title

Hidalgo County Head Start Program

_____
Honorable Ramon Garcia
Hidalgo County Judge

_____
Date

_____
Teresa Flores, Executive Director
Hidalgo County Head Start Program

_____
Date

ATTEST:

_____
Arturo Guajardo, Jr.
Hidalgo County Clerk

Approved As To Form:
Atlas, Hall & Rodriguez, LLP

By:_____
Stephen L. Crain

Approved As To Form:
Oxford & González, P.C.

By:_____
Ricardo González

Date Approved by Policy Council:
Date Approved by Commissioner's Court:

REGION ONE ESC – CHILD SERVE

Memorandum of Understanding Between

Hidalgo County Head Start Program

And

Region One Education Service Center/Child Find-Child Serve

The **Hidalgo County Head Start Program (HCHSP)** and **Region One Education Service Center (Region One ESC)** agree to establish a working and cooperative relationship between the parties in order to plan services appropriate for each agency's or program's clients. It is the objective of the Hidalgo County Head Start Program to collaborate with partners in our communities, in order to provide the highest level of services to children and families; to foster the development of a continuum of family centered services, and to advocate for a community that shares responsibility for the healthy development of children and families of all cultures.

The terms and conditions set forth in the following document shall constitute the entire Agreement between the **HCHSP** and **Region One ESC**, may not be amended except by a written document signed by **HCHSP** and **Region One ESC.**

Region One ESC will:

1. Provide printed materials, such as posters, will be printed at a cost to the Region One ESC Special Education Program. Brochures will be available for download on Region One ESC website.
2. Provide and maintain a 1-800 toll number for the purpose of receiving referrals.
3. Maintain a data base that will reflect all referrals made to the ESC related to Child Find.
4. Provide assistance to the Head Start Program in developing written procedures for a comprehensive system of Child Find.
5. Maintain a log of all presentations made in relation to Child Find activities in the Head Start Program. Upon request, this log will be shared with the HCHSP as to where a presentation was held.
6. Disseminate Child Find materials and information to the **HCHSP**, appropriate agencies, medical facilities, day care centers, nursing homes and other residential facilities.
7. Conduct online meetings/webinar as needed with representatives from Local Education Agency's (LEA), Head Start, and **Early Childhood Intervention (ECI) Program**, to meet for training and discussions on Child Find activities for the Region One area, and promote collaboration between all agencies providing services for children birth to 21 years.
8. Relay all referrals received by the **Region One Child Find** component to the appropriate districts in a timely manner.

Hidalgo County Head Start Program will:

1. Engage in Child Find activities within **Region One** and the Local Education Agency boundaries.
2. Receive referrals and process as described for possible enrollment in **Hidalgo County Head Start Program**.

3. Develop a system to place students in a Head Start Center, once the referral is received.

4. Coordinate and collaborate with **ECI** for the purpose of insuring a smooth transition of students from the intervention program into the **Hidalgo County Head Start Program**.

5. Coordinate and maintain Memorandum of Understanding (MOU) with ECI Programs for the purpose of insuring the provision of services for those referrals, which relate to children 0-2 years of age for future infant and toddler Early Head Start.

6. Maintain telephone logs and /or written documentation that demonstrate follow up between the **ECI Program** and **Head Start /or Region One ESC** and the person making the initial referral.

7. Maintain a log of all local efforts in relation to Child Find activities.

8. Maintain documentation of all coordinated **Child Find/Child Serve** efforts between the **HCHSP** and the **Region One ESC**.

9. Disseminate printed materials, make presentations, and provide any additional information to interested parties, public or private, within **Hidalgo County Head Start Program**.

10. Continue to actively participate in the Child Find meetings by selecting a District Child Find contact person/representative and allowing them to attend the Child Find online meetings.

11. Abide by the U.S. Department of Health and Human Services final regulations pursuant to the Health Insurance Portability and Accountability Act of 1996 (HIPAA).

12. Maintain the children's, families', and programmatic records in a manner that will assure the protection of the rights and privacy of parents, families, and staff. All **HCHSP** records, data, or information related to individual children, families, and staff will be treated as confidential. Release of information will take place only with clients' prior written consent and approval.

Collaboration Efforts between Region One ESC and HCHSP:

- To refer clients as appropriate to each other. Services to the client will be based upon the needs of said client and the receiving agency's or program's ability to provide services. In the event that the receiving agency or program is unable to provide services to the client, it is agreed that alternate referrals will be provided as possible resources.

- To exchange reports describing services rendered between each other on a regular basis. The undersigned parties agree that they will try, when possible, to participate and collaborate in shared forums, networking meetings, and training sessions.

Termination:

Either party may terminate the Agreement, with or without cause, by giving ten (10) days written notice to the other.

Term:

This Agreement is in effect for the 2016-2017 school year, unless earlier terminated as provided herein.

Governing Law:

This Memorandum of Understanding will be construed in accordance with the Laws of the State of Texas and is performable in Hidalgo County, Texas.

Consideration:

This Agreement is being made in consideration of the following: **Region One ESC** and **Hidalgo County Head Start Program** agree that there will be no financial exchange of monies or other compensation.

Region One Education Service Center:

_____
Authorized Signature Date

Dr. Cornelio Gonzalez, Executive Director
Print Name and Title

Hidalgo County Head Start Program

_____
Honorable Ramon Garcia
Hidalgo County Judge

_____
Date

_____
Teresa Flores, Executive Director
Hidalgo County Head Start Program

_____
Date

ATTEST:

_____
Arturo Guajardo, Jr.
Hidalgo County Clerk

Approved As To Form:
Atlas, Hall & Rodriguez, LLP

By:_____
Stephen L. Crain

Approved As To Form:
Oxford & González, P.C.

By:_____
Ricardo González

Date Approved by Policy Council:
Date Approved by Commissioner's Court:

RIO GRANDE REGIONAL HOSPITAL, INC.

MEMORANDUM OF UNDERSTANDING BETWEEN RIO GRANDE REGIONAL HOSPITAL AND HIDALGO COUNTY HEAD START PROGRAM

I. PARTIES

This Memorandum of Understanding ("MOU") is entered into this ___ day of ____, 2016, by and between Columbia Rio Grande Healthcare, L.P. d/b/a **Rio Grande Regional Hospital ("the Hospital")** and the **Hidalgo County Head Start Program ("HCHSP").**

II. PURPOSE

The Hospital is participating in Regional Healthcare Partnership 5 (RHP 5) as part of the State of Texas' Section 1115 Medicaid Demonstration Waiver ("the Waiver"). Part of the **Hospital's** participation in the Waiver involves efforts to reform the delivery of healthcare to the region's low-income and needy patient population. To that end, the **Hospital** has proposed establishing an evidence based health promotion program to help asthma at-risk children (the "students") prevent and manage their diseases. The purpose of this MOU is to set forth the understanding of the parties whereby the **HCHSP** and the **Hospital** shall memorialize their collaboration under this Waiver project (the "Agreement").

III. RESPONSIBLITIES OF THE PARTIES

Under the Agreement, the **HCHSP** agrees to provide the following services and facilities:

- Provide a learning experience for students to accomplish the goals of education, prevention and management of asthma for at-risk students;
- Facilitate **Hospital's** implementation and execution of the Evidence Based Health Promotion Program for asthma education;
- Provide facilities and staff needed for Hospital's program implementation; and
- Provide overall demographic information regarding the student population to **Hospital** as part of the projects.

Under the Agreement, the **Hospital** agrees to provide the following services and facilities:

- Provide a learning experience for students to accomplish the goals of education, prevention and management of asthma for at-risk students;
- Provide facilities and staff to implement the projects; and
- Provide evaluation, education, and ongoing assessment of asthma for at-risk students participating in the programs.
- Obtain clearance of any **Hospital** staff providing services under the MOU from the **HCHSP's** Human Resources Department. Hospital staff will submit to a

background check and finger-printing as part of the clearance process, which process may be amended by the **HCHSP** from time to time;

- Will not handle or maintain any student educational records.
- Asthma education **free of charge** to all **HCHSP** students and families through this Evidence Based Project; and

Neither the Hospital nor the **HCHSP** shall pay any compensation to the other for the services or facilities provided under this MOU.

The names and addresses of the **HCHCP** sites that will be serviced by **Rio Grande Regional Hospital** are listed below.

Weslaco I Head Start
310 N. Kansas
Weslaco, TX 78596

La Herencia Head Start
100 La Herencia Drive
Mercedes, TX 78570

Mercedes Head Start
1100 W. Expressway 83
Mercedes, TX 78570

Weslaco III Head Start
1317 W. Exp. 83
Weslaco, TX 78596

Mercedes II Head Start
3601 E. Mile 8 North
Weslaco, TX 78596

Donna I Head Start
1402 Silver Ave.
Donna, TX 78537

Donna II Head Start
1715 Miller Ave.
Donna, TX 78537

Donna IV Head Start
202 West South Avenue
Donna, TX 78537

IV. MUTUAL CONSIDERATION

Both the Hospital and the **HCHSP** recognize an opportunity for mutual benefit when combining healthcare resources to deliver services within a community setting. This relationship, referred to as the Evidence Based Health Promotion Program and as defined in the approved proposal for the Waiver, is an implementation of an evidence based health promotion in Hidalgo County, Texas to target reducing asthma at-risk students through education, prevention and management for at-risk students. This arrangement is mutually beneficial in that it provides an educational experience for students as well as helps the **Hospital** achieve objects related to the Waiver. For both entities, this collaboration improves the likelihood of meeting their goals of improving community health and student wellness.

V. TERM OF MOU

The term of the MOU shall be for one (1) year, from August 1, 2016 through July 31, 2017, and shall renew automatically thereafter for additional one-year terms under the same terms and conditions unless amended or terminated according to terms set forth therein. Either party may terminate this MOU, with or without cause, by providing thirty (30) days prior written notice to the other party.

VI. MISCELLANEOUS PROVISIONS

1. For the purposes of this MOU and all services to be provided under the Agreement, the parties shall be, and shall be deemed to be, independent contractors and not agents or employees of the other party. Neither party shall have authority to make any statement, representation, commitment, or take any action of any kind which shall be binding on the other party, except as may be expressly provided for herein or in writing.

2. No amendment or modification of this MOU shall be valid unless reduced to writing and signed by both parties.

3. Neither party shall voluntarily or by operation of law, assign or otherwise transfer the obligations incurred on its part pursuant to the terms of this MOU without the prior written consent of this other party. Any attempted assignment or transfer by either party of its obligations without such consent shall be void.

4. All notices which are, or may be required to be given by a party to the other party in connection with this MOU, shall be in writing and shall be deemed to have been properly given if and when delivered personally or sent by certified mail, return receipt requested, addressed to the parties to be notified, or at such other place or places as a party may from time to time designate by written notice to the other party.

To the Hospital:

Rio Grande Regional Hospital
101 E. Ridge Road
McAllen, Texas 78503
Attn: Chief Executive Officer

To School HCHSP:

Hidalgo County Head Start Program
P.O Box 0117
Edinburg, Texas 78540
Attn:Teresa Flores, Executive Director

5. This MOU shall be governed in all respects by the laws of the State of Texas. The invalidity or unenforceability of any terms or conditions hereof shall in no way affect the validity or enforceability of any other terms or condition of this MOU.

6. The Agreement that results from this MOU will represent the entire and only agreement between the parties relating to the subject matter contained herein and supersedes any and all discussions, negotiations, and representations of any kind and represents the entire understanding of the parties hereinabove mentioned. In the event any provision of this MOU is found to be legally invalid or unenforceable for any reason, the remaining provisions of the Agreement shall remain in full force and effect provided the fundamental rights and obligations remain reasonably unaffected.

7. Each party to this Agreement represents and warrants to the other party that it and its personnel and physicians providing services hereunder: (a) are not currently

excluded, debarred, or otherwise ineligible to participate in the Federal health care programs as defined in 42 U.S.C. Section 1320a-7b(f) (the "Federal health care programs"); (ii) are not convicted of a criminal offense related to the provision of health care items or services but have not yet been excluded, debarred, or otherwise declared ineligible to participate in the Federal health care programs; and (iii) are not under investigation or otherwise aware of any circumstances which may result in such party and its personnel and physicians being excluded from participation in the Federal health care programs. This shall be an ongoing representation and warranty and either party shall notify the other party of any change in status of this representation and warranty. Any breach of this section shall give the non-breaching party the right to terminate this MOU.

8. The parties to this MOU represent they are duly established and created pursuant to applicable law with all requisite power and authority to enter into this Agreement in all respects including corporate authority. The parties represent they have met all Texas Open Meeting Act requirements.

[Signature page follows]

VII. ACCEPTANCE AND APPROVAL SIGNATURES

This MOU is hereby acknowledged and accepted by the following authorized representative of the **Hospital** and the **HCHSP**:

HOSPITAL:

COLUMBIA RIO GRANDE HEALTHCARE,
L.P. d/b/a, RIO GRANDE REGIONAL HOSPITAL

By: Rio Grande Regional Hospital, Inc.,
Its: General Partner

_____ _____
Cris Rivera, Chief Executive Officer Date

HCHSP:

Hidalgo County Head Start Program

_____ _____
Honorable Ramon Garcia Date Teresa Flores, Executive Director Date
Hidalgo County Judge Hidalgo County Head Start Program

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:

PARNTERS RESOURCE NETWORK INC.

Memorandum of Understanding Between

Hidalgo County Head Start Program

And

Partners Resource Network, Inc. / TEAM PROJECT

The **Hidalgo County Head Start Program (HCHSP)** and **Partners Resource Network, Inc.** agree to establish a working and cooperative relationship between the parties in order to plan services appropriate for each agency's or program's clients. It is the objective of the **Hidalgo County Head Start Program** to collaborate with partners in our communities, in order to provide the highest level of services to children and families; to foster the development of a continuum of family centered services, and to advocate for a community that shares responsibility for the healthy development of children and families of all cultures.

The terms and conditions set forth in the following document shall constitute the entire Agreement between the **HCHSP** and **Partners Resource Network, Inc.,** may not be amended except by a written document signed by **HCHSP and Partners Resource Network, Inc.**

Partners Resource Network, Inc. will:

- Provide training to Hidalgo County Head Start Staff on Special Education Process, Individual Education Plan (IEP), Transition Plan Positive Interventions, Bullying, and Attention Deficit Hyperactivity Disorder (ADHD).
- Provide families with access to free regular monthly trainings scheduled through-out the valley covering the topics mentioned above.
- Offer free bilingual services to the families of said agency on: (1) Preparing for an Admissions, Review and Dismissal (ARD) meeting, (2) Individualized Education Plan (IEP), (3) Behavior Intervention Plan (BIP) meetings, and (4) The importance of documentation.
- Provide information and referral to families of Hidalgo County Head Start Program.

Hidalgo County Head Start Program will:

- Provide a comprehensive pre-school program for economically disadvantage children, three to five years of age. The program gives priority to identify, recruit, and serve foster children, homeless children, and children with disabilities and their families. Services include health, mental health, nutrition, education, special services, social services, parent involvement, and transition services.
- Engage in an ongoing family partnership building and provide social service assistance when needed.
- Provide information and referrals to families regarding services of collaborating agency/program.
- Abide by the U.S. Department of Health and Human Services final regulations pursuant to the Health Insurance Portability and Accountability Act of 1996 (HIPAA).
- Maintain the children's, families', and programmatic records in a manner that will assure the protection of the rights and privacy of parents, families, and staff. All **HCHSP** records, data, or information related to individual children, families, and staff will be treated as confidential. Release of information will take place only with clients' prior written consent and approval.

Collaboration Efforts between Partners Resource Network, Inc. and HCHSP:

- To exchange reports describing services rendered between each other on a regular basis. The undersigned parties agree that they will try, when possible, to participate and collaborate in shared forums, networking meetings, and training sessions.

Termination:

Either party may terminate the Agreement, with or without cause, by giving ten (10) days written notice to the other.

Term:

This Agreement is in effect for the 2016-2017 school year, unless earlier terminated as provided herein.

Governing Law:

This Memorandum of Understanding will be construed in accordance with the Laws of the State of Texas and is performable in Hidalgo County, Texas.

Consideration:

This Agreement is being made in consideration of the following: **Partners Resource Network, Inc.** and **Hidalgo County Head Start Program** agree that there will be no financial exchange of monies or other compensation.

Partners Resource Network, Inc.:

_____ Maria Cordero
Authorized Signature Date *Print Name and Title*

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:

HIDALGO COUNTY HOUSING AUTHORITY

Memorandum of Understanding Between

Hidalgo County Head Start Program

And

Hidalgo County Housing Authority

The **Hidalgo County Head Start Program (HCHSP)** and **Hidalgo County Housing Authority** agree to establish a working and cooperative relationship between the parties in order to plan services appropriate for each agency's or program's clients. It is the objective of the **Hidalgo County Head Start Program** to collaborate with partners in our communities, in order to provide the highest level of services to children and families; to foster the development of a continuum of family centered services, and to advocate for a community that shares responsibility for the healthy development of children and families of all cultures.

The terms and conditions set forth in the following document shall constitute the entire Agreement between the **HCHSP and Hidalgo County Housing Authority** may not be amended except by a written document signed by **HCHSP and Hidalgo County Housing Authority**.

Hidalgo County Housing Authority will:

- Provide housing need to families as funding is available and in accordance with H.U.D. and USDA requirements.
- Provide housing for homeless as funding is available and in accordance with H.U.D. and USDA requirements.
- Provide information and referrals to clients regarding services of the Hidalgo County Head Start Program.

Hidalgo County Head Start Program will:

- Provide a comprehensive pre-school program for economically disadvantage children, three to five years of age. The program gives priority to identify, recruit, and serve foster children, homeless children, and children with disabilities and their families. Services include health, mental health, nutrition, education, special services, social services, parent involvement, and transition services.
- Engage in an ongoing family partnership building and provide social service assistance when needed.
- Provide information and referrals to families regarding services of collaborating agency/program.
- Abide by the U.S. Department of Health and Human Services final regulations pursuant to the Health Insurance Portability and Accountability Act of 1996 (HIPAA).
- Provide information and referrals to families regarding services of the Hidalgo County Housing Authority.
- Designate a Hidalgo County Head Start staff member to serve as a liaison to the Hidalgo County Housing Authority.
- Maintain the children's, families', and programmatic records in a manner that will assure the protection of the rights and privacy of parents, families, and staff. All **HCHSP** records, data, or information related to individual children, families, and staff will be treated as confidential. Release of information will take place only with clients' prior written consent and approval.

Collaboration Efforts between Hidalgo County Housing Authority and HCHSP:

- To refer clients as appropriate to each other. Services to the client will be based upon the needs of said client and the receiving agency's or program's ability to provide services. In the event that the receiving agency or program is unable to provide services to the client, it is agreed that alternate referrals will be provided as possible resources.
- To exchange reports describing services rendered between each other on a regular basis. The undersigned parties agree that they will try, when possible, to participate and collaborate in shared forums, networking meetings, and training sessions.

Termination:

Either party may terminate the Agreement, with or without cause, by giving ten (10) days written notice to the other.

Term:

This Agreement is in effect for the 2016-2017 school year, unless earlier terminated as provided herein.

Governing Law:

This Memorandum of Understanding will be construed in accordance with the Laws of the State of Texas and is performable in Hidalgo County, Texas.

Consideration:

This Agreement is being made in consideration of the following: **Hidalgo County Housing Authority** and **Hidalgo County Head Start Program** agree that there will be no financial exchange of monies or other compensation.

Hidalgo County Housing Authority:

_____ Eloy Avila, Board Chairman

Authorized Signature Date *Print Name and Title*

Hidalgo County Head Start Program

_____ _____

Honorable Ramon Garcia Date Teresa Flores, Executive Director Date
Hidalgo County Judge Hidalgo County Head Start Program

ATTEST:

By: _____
Arturo Guajardo, Jr.
Hidalgo County Clerk

Approved As To Form:
Atlas, Hall & Rodríguez, 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:

SOUTH TEXAS COLLEGE - LAB

AFFILIATION AND PROGRAM AGREEMENT FOR CHILD DEVELOPMENT FIELD AND LAB EXPERIENCES

This AGREEMENT is made the _____ day of _____, by and between **HIDALGO COUNTY HEAD START PROGRAM** and **SOUTH TEXAS COLLEGE.**

WHEREAS, **Hidalgo County Head Start Program** (hereinafter referred to as "**AFFILIATE**") and **SOUTH TEXAS COLLEGE** (hereinafter referred to as **"STC"**) recognize that trained personnel in the fields of early childhood education are necessary to the staffing and operation of child care and early childhood centers and facilities in the lower Rio Grande Valley.

THEREFORE, it is of great benefit and service to the people of this area that the **AFFILIATE** through its administrators and staff, and **STC** through the administrators and staff of its Child Development Programs, do associate together in a cooperative endeavor for the purpose of training students in the fields of early childhood education.

In mutual consideration of the foregoing and following, **STC** and **AFFILIATE** agree as follows:

I. TERMS

1. This Agreement shall become effective immediately upon execution by the parties as of the date above written and will continue in full force and effect until terminated as hereinafter provided.

2. This Agreement may be modified at any time by mutual consent of the parties. It may be terminated by either party upon written notice to the other party as provided in Section III of this Agreement. Non-consensual termination shall become effective three months after the proper notice. Termination shall not become effective until the students involved in the cooperative program shall have an opportunity to complete the full experience so long as the cause for termination does not fall within the boundaries of Section V.2. and V.22., despite the fact this period required for program completion may exceed the time period established in this section.

II. GENERAL UNDERSTANDING

The parties hereto recognize that, in the performance of this Agreement, the greatest benefits will be derived by promoting the interest of both parties, and each party does, therefore, enter into this Agreement with the intention of loyally cooperating with each other in carrying out the terms of this Agreement, and each party agrees to interpret its provisions, insofar as it may legally do so, in such manner as will best promote the interests of both and tender the highest service to the public.

III. TERMINATION

Either party may terminate the Agreement, with or without cause, by giving ten (10) days written notice to the other.

IV. NOTICES

All notices to parties herein must be in writing, signed by the party giving it, and shall be served personally or by mail addressed as follows:

HIDALGO COUNTY HEAD START PROGRAM
1901 W. STATE HIGHWAY 107
MCALLEN, TEXAS 78504
CONTACT PERSON: TERESA FLORES
PHONE: (956) 383-0706

Or such address as may be hereinafter designated by notice. All notices become effective only when received by the addressee and upon verification.

V. JOINT PROGRAM RESPONSIBILITIES

1. Both parties to the Agreement will cooperate in providing the student with a developmentally appropriate learning opportunity.

2. It is mutually agreed that those students permitted to utilize the **AFFILIATE** under this agreement shall be mutually agreed upon by both parties, with due consideration given to the number of students and to the resources available.

3. Visits by STC staff to the **AFFILIATE** and visits by **AFFILIATE** staff to the College are accepted and welcomed for purpose of planning, observation of students, conferences, and accreditation visits by outside groups with prior notification.

4. The determination of the number of assigned students, the schedules, and the availability of the **AFFILIATE** shall be made by mutual agreement between the liaisons designated by both parties.

5. Both parties are obligated to inform one another in a timely manner of any changes in the curriculum, personnel, and learning opportunities pertinent to the early childhood education of students.

6. No financial obligation exists between either party to this Agreement. If an employee-employer relationship exists between **AFFILIATE** and student, all matters including rights and responsibilities related to such employment are the sole concern of **AFFILIATE** and student.

7. Both parties will cooperate in providing the student with environments and opportunities conducive to proper learning.

8. In accordance with the Program Affiliation Agreement, the **AFFILIATE** representative is:

HIDALGO COUNTY HEAD START PROGRAM
1901 W. STATE HIGHWAY 107
MCALLEN, TEXAS 78504
CONTACT PERSON: TERESA FLORES
PHONE: (956) 383-0706

The **STC** representative is:

Dr. Margaretha Bischoff
Liberal Arts and Social Sciences Division Dean
South Texas College
P.O. Box 9701
McAllen, Texas 78502-9701
Phone: (956) 872-8310
Fax: (956) 872-8329

9. The students will be responsible for their own transportation, meals, and health care needs in the performance of this Agreement.

10. Representatives from the **AFFILIATE** and **STC** shall meet at least once each year to review the progress of the program and make policy for the next year.

VI. OBLIGATIONS, RIGHTS, AND RESPONSIBILITIES OF STC

1. STC will provide qualified instructors as expressed in the curriculum and who have appropriate educational backgrounds for the courses that they teach.

2. Instructors and students of the Program will comply with the existing policies of the **AFFILIATE** when carrying out the "**AFFILIATE** Centered" portion of the Program.

3. **STC** will require the students to be professionally attired when reporting for field and lab experiences.

4. Students will have a Tuberculosis Skin Test and if positive a chest X-ray.

5. STC will maintain on file for quick reference at the College the following information:

    a. Placement form with signatures from both student and center manager/director
    b. Field/lab hours completed

6. **STC** will instruct its students and faculty to respect the confidential nature of all information which may come to their knowledge in their experience with members of the early childhood program, parents, children, and **AFFILIATE** records.

7. STC instructors and its students recognize that they are not subject to coverage by the **AFFILIATE'S** Worker's Compensation Program.

8. Students must wear photographic identification badge at all times while on the **AFFILIATE** premises.

9. **STC** faculty will be responsible for administrative duties related to the student experience, such as records of rotation, attendance, and proficiency.

10. **STC** faculty will evaluate and counsel students with regards to performance.

11. The students will be subject to rules and regulations pertaining to regular employees of the **AFFILIATE**.

12. The faculty and students will meet the standards for early childhood care of the **AFFILIATE**.

13. **STC** will provide teaching facilities for students and faculty of the Program.

14. Control of the Program ultimately rests with **STC**. **STC** is responsible for preparing students for the field sturdy and lab phase of their education and assumes full responsibility for the planning and execution of the education program. **STC** will assign only those students who have satisfactorily completed the portions of the curriculum that are prerequisite to Program completion.

15. The faculty and students will assume responsibility for breaking or damaging equipment due to the negligence on the part of the faculty or students.

16. **STC** will supervise the practical experience to ensure safe practice of the student and **STC** faculty and staff.

17. **STC** will provide relevant background information on students as requested by the **AFFILIATE** to the extent permitted by law.

18. **STC** will be responsible for the final grading of the students.

19. **STC** will instruct its students to comply with the existing policies of the **AFFILIATE** when carrying out the field and lab work that meet the standard for developmentally appropriate practices of the **AFFILIATE**.

20. **STC** will make available from third parties, liability and accident insurance for students enrolled in the program.

21. **STC** will identify students who have an interest in volunteering at the **AFFILIATE**.

22. **STC** will provide the agency with a master course syllabus for the supervised student that clearly delineates the responsibilities of the **COLLEGE** and **AFFILIATE**.

VII. OBLIGATIONS, RIGHTS AND RESPONSIBILITIES OF THE AFFILIATE

1. **AFFILIATE** agrees to assist the program by providing, through its supervisory personnel, regular evaluation of students at intervals to be agreed upon by the AFFILIATE and STC – utilizing the evaluation forms provided by STC.

2. **AFFILIATE** will allow participating students to use any library facilities which are open to the **AFFILIATE** staff.

3. **AFFILIATE** will assume the cost of equipment that is broken or damaged in its normal use.

4. **AFFILIATE** will orient the **STC** faculty and students to facilities and policies.

5. **AFFILIATE** will inform its professional staff of its participation in the various training programs of **STC**.

6. **AFFILIATE** will supply, without remuneration to the student, opportunity for practical and/or observation experience designed to supplement theory training given by **STC**.

7. **AFFILIATE** will monitor field and lab experience as necessary to assure safe practice for the student and others, including children/parents enrolled at **AFFILIATE**.

8. Students may not take the responsibility or take the place of "qualified" staff. However, after demonstrating proficiency, students may be permitted to perform procedures with careful supervision.

9. **AFFILIATE** will *arrange that each student processes the "Volunteer Vital Information, DPS and Central Registry Background Check" form.*

10. **AFFILIATE** reserves the rights, in its absolute discretion, to refuse its facilities and services to any student who does not meet the professional or other requirements of the **AFFILAITE** or any appropriate authority controlling and directing said **AFFILIATE**.

11. **AFFILIATE** may assign this Agreement upon the sale of **AFFILIATE'S** facilities to be effective upon notice by **AFFILIATE** to **STC** of such assignment.

12. **AFFILIATE** will provide the student with an overall orientation to the specific services related to the implementation of the observation or lab experience.

13. **AFFILIATE** will designate a qualified staff member to function as a supervisor for the student. The supervisor will be responsible, with the approval of the administration of the agency, for providing opportunities for the student to engage in a variety of child care and child development activities, child care management experiences, signing the contact log, and evaluating the student's performance.

14. **AFFILIATE** will supervise the student volunteer at all times and not leave the student alone with children or count the student as staff in the child/staff rations unless employed by the **AFFILIATE**.

15. **AFFILIATE** will offer a quality early childhood program.

16. **AFFILIATE** will provide students in the Child Development program with scheduled observation time to complete the required hours.

17. **AFFILIATE** will respect the students' efforts and allow for constructive feedback. Students will be given the opportunity to practice child development skills and appropriate behaviors, and submit concerns to supervisor.

18. **AFFILIATE** will allow faculty to visit the program unannounced and announced in order to observe student volunteers completing their hours at an **AFFILIATE** site.

19. **AFFILIATE** will allow students to participate in specific duties based on the Field Study course and Administration Course which may include shadowing the director and other supervisors in the center, developing daily routine plans and lesson plans, implementing lesson plans, welcoming children, supporting mentor teacher with daily routines, and general classroom clean up.

VIII. GENERAL PROVISIONS

1. The **AFFILIATE** will not be charged for any services performed by **STC** students or personnel in connection with the program contemplated by this Agreement. The **AFFILIATE** will not have any obligation to pay the salaries or expenses of any students or personnel of **STC** in connection with this program.

2. Under no circumstances will an **STC** student or personnel be considered an agent or employee of the **AFILIATE**; a student will be considered to be on the **AFFILIATE** premises for the purpose of teaching or acquiring knowledge and skills.

3. It is understood that in as much as possible, the students and instructors will be free of communicable diseases.

IX. INDEMNIFICATION

STC agrees to indemnify and hold harmless **AFFILIATE** from any and all claims, demands, damages liabilities, and cost incurred by **AFFILIATE**, to the extent permitted by law, which directly or indirectly result from or arise in connection with any act or omission of **STC**, its agents, or employees, in performing **STC** obligations hereunder. **AFFILIATE** to the extent allowed by law agrees to indemnify and hold harmless **STC** from any and all claims, demands, damages liabilities, and cost incurred by **STC** to the extent permitted by law which directly or indirectly result from or arise in connection with any act or mission of **AFFILIATE**, its agents or employees, in performing **AFFILIATES** obligation hereunder.

X. LIMITATION ON CIVIL LIABILITY

A person who authorizes, sponsors, supports, finances, or supervises the functions of **STC** personnel is not liable for civil damages for an act or omission connected with training **STC** personnel, or with services for treatment given to a client or potential client by **STC** personnel if training, services, or treatment is performed in accordance with the current child care standards.

XI. FURTHER AGREEMENTS

This basic Agreement, with addenda paragraphs, constitutes the entire agreement of the parties hereto. At such time, **STC** and the **AFFILIATE** desire to enter into additional training programs, this basic agreement may be outlined in addenda paragraphs.

XII. TITLE VII OF THE CIVIL RIGHTS ACT

In keeping with Title VII of the Civil Rights Act of 1964, no person shall, on the group of race, sex, color , or national origin, be excluded from participation in, be denied the benefits of or be subject to discrimination under any program or activity included herein.

XIII. ATTORNEY FEES AND COSTS

If, as a result of a breach of this Agreement by either party, the other party employs an attorney or attorneys to enforce its rights under this Agreement, then the breaching party agrees to pay the other party the reasonable attorney's fees and costs incurred to enforce this Agreement.

XIV. 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 by this Agreement are performable in the County where the **AFFILIATE** is located. Venue for any litigation arising from this Agreement shall be in Hidalgo County.

EXECUTED in duplicate originals by: **SOUTH TEXAS COLLEGE**

AFFILIATE: HIDALGO COUNTY HEAD START PROGRAM

South Texas College (STC)

_____ _____
Authorized Signature *Date*

Dr. Shirley A. Reed, President
Print Name and Title

Hidalgo County Head Start Program

_____
Honorable Ramon Garcia
Hidalgo County Judge

_____
Date

_____
Teresa Flores, Executive Director
Hidalgo County Head Start Program

_____
Date

ATTEST:

_____
Arturo Guajardo, Jr.
Hidalgo County Clerk

Approved As To Form:
Atlas, Hall & Rodriguez, LLP

By:_____
Stephen L. Crain

Approved As To Form:
Oxford & González, P.C.

By:_____
Ricardo González

Date Approved by Policy Council:
Date Approved by Commissioner's Court:

TEXAS A&M AGRILIFE EXTENSION

Memorandum of Understanding Between

Hidalgo County Head Start Program

And

Texas A&M/AgriLife Extension

The **Hidalgo County Head Start Program (HCHSP)** and **Texas A&M (Texas A&M AgriLife Extension)** agree to establish a working and cooperative relationship between the parties in order to plan services appropriate for each agency's or program's clients. It is the objective of the **Hidalgo County Head Start Program** to collaborate with partners in our communities, in order to provide the highest level of services to children and families; to foster the development of a continuum of family centered services, and to advocate for a community that shares responsibility for the healthy development of children and families of all cultures.

The terms and conditions set forth in the following document shall constitute the entire Agreement between the **HCHSP** and **Texas A&M** may not be amended except by a written document signed by **HCHSP** and **Texas A&M.**

Texas A&M "Texas A&M AgriLife Extension" will:

- Provide Nutrition Education: Individual, Group Sessions, and Basic Food Preparation Classes.
- Provide the HCHSP Child Nutrition Department assistance in reviewing annual written procedures (Program Plan, Procedure Manual, Cycle Menus) by acting as an advisory board member as required by Head Start Program Performance Standards.
- Provide information and referrals to its clients regarding services of the **Hidalgo County Head Start Program**.

Hidalgo County Head Start Program will:

- Provide a comprehensive pre-school program for economically disadvantage children, three to five years of age. The program gives priority to identify, recruit, and serve foster children, homeless children, and children with disabilities and their families. Services include health, mental health, nutrition, education, special services, social services, parent involvement, and transition services.
- Engage in an ongoing family partnership building and provide social service assistance when needed.
- Provide information and referrals to families regarding services of collaborating agency/program.
- Abide by the U.S. Department of Health and Human Services final regulations pursuant to the Health Insurance Portability and Accountability Act of 1996 (HIPAA).
- Designate a Hidalgo County Head Start staff member to serve as a liaison to the **Texas A&M (Texas A&M AgriLife Extension).**
- Maintain the children's, families', and programmatic records in a manner that will assure the protection of the rights and privacy of parents, families, and staff. All **HCHSP** records, data, or information related to individual children, families, and staff will be treated as confidential. Release of information will take place only with clients' prior written consent and approval.

Collaboration Efforts between Texas A&M AgriLife Extension and HCHSP:

- To refer clients as appropriate to each other. Services to the client will be based upon the needs of said client and the receiving agency's or program's ability to provide services. In the event that the receiving agency or program is unable to provide services to the client, it is agreed that alternate referrals will be provided as possible resources.

- To exchange reports describing services rendered between each other on a regular basis. The undersigned parties agree that they will try, when possible, to participate and collaborate in shared forums, networking meetings, and training sessions.

Termination:

Either party may terminate the Agreement, with or without cause, by giving ten (10) days written notice to the other.

Term:

This Agreement is in effect for the 2016-2017 school year, unless earlier terminated as provided herein.

Governing Law:

This Memorandum of Understanding will be construed in accordance with the Laws of the State of Texas and is performable in Hidalgo County, Texas.

Consideration:

This Agreement is being made in consideration of the following: **Texas A&M AgriLife Extension** and **Hidalgo County Head Start Program** agree that there will be no financial exchange of monies or other compensation.

Texas A&M AgriLife Extension:

_____	Andrea Valdez, BS, MPH
Authorized Signature Date	*Print Name and Title*

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:

TEXAS ATTORNEY GENERAL

Memorandum of Understanding Between

Hidalgo County Head Start Program

And

Texas Attorney General

The **Hidalgo County Head Start Program (HCHSP)** and **Texas Attorney General** agree to establish a working and cooperative relationship between the parties in order to plan services appropriate for each agency's or program's clients. It is the objective of the **Hidalgo County Head Start Program** to collaborate with partners in our communities, in order to provide the highest level of services to children and families; to foster the development of a continuum of family centered services, and to advocate for a community that shares responsibility for the healthy development of children and families of all cultures.

The terms and conditions set forth in the following document shall constitute the entire Agreement between the **HCHSP** and **Texas Attorney General** may not be amended except by a written document signed by **HCHSP** and **Texas Attorney General.**

Texas Attorney General agrees:

- To educate parents on the child support services the agency offers.
- To assist parents in obtaining financial support for their children.
- To inform parents of their rights and responsibilities when applying for services.

Hidalgo County Head Start Program will:

- Provide a comprehensive pre-school program for economically disadvantage children, three to five years of age. The program gives priority to identify, recruit, and serve foster children, homeless children, and children with disabilities and their families. Services include health, mental health, nutrition, education, special services, social services, parent involvement, and transition services.
- Engage in an ongoing family partnership building and provide social service assistance when needed.
- Provide information and referrals to families regarding services of collaborating agency/program.
- Abide by the U.S. Department of Health and Human Services final regulations pursuant to the Health Insurance Portability and Accountability Act of 1996 (HIPAA).
- Maintain the children's, families', and programmatic records in a manner that will assure the protection of the rights and privacy of parents, families, and staff. All **HCHSP** records, data, or information related to individual children, families, and staff will be treated as confidential. Release of information will take place only with clients' prior written consent and approval.

Collaboration Efforts between Texas Attorney General and HCHSP:

- In the event that the receiving agency or program is unable to provide services to the client, it is agreed that alternate referrals will be provided as possible resources.
- The undersigned parties agree that they will try, when possible, to participate and collaborate in shared forums, networking meetings, and training sessions.

Termination:

Either party may terminate the Agreement, with or without cause, by giving ten (10) days written notice to the other.

Term:

This Agreement is in effect for the 2016-2017 school year, unless earlier terminated as provided herein.

Governing Law:

This Memorandum of Understanding will be construed in accordance with the Laws of the State of Texas and is performable in Hidalgo County, Texas.

Consideration:

This Agreement is being made in consideration of the following: Texas Attorney General and Hidalgo County Head Start Program agree that there will be no financial exchange of monies or other compensation.

Texas Attorney General:

_____ Guadalupe Leal, Regional Outreach Coordinator

Authorized Signature Date *Print Name and Title*

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:	**Approved As To Form:**
Atlas, Hall & Rodriguez, LLP	Oxford & González, P.C.
By:_____	By:_____
Stephen L. Crain	Ricardo González

Date Approved by Policy Council:
Date Approved by Commissioner's Court:

UTRGV AMERICAN-COORD. PROGRAM IN DIETETICS

Memorandum of Understanding Between

Hidalgo County Head Start Program

And

University of Texas Rio Grande Valley/Coordinated Program in Dietetics

The **Hidalgo County Head Start Program (HCHSP)** and **University of Texas Rio Grande Valley (UTRGV)** agree to establish a working and cooperative relationship between the parties in order to plan services appropriate for each agency's or program's clients. It is the objective of the **Hidalgo County Head Start Program** to collaborate with partners in our communities, in order to provide the highest level of services to children and families; to foster the development of a continuum of family centered services, and to advocate for a community that shares responsibility for the healthy development of children and families of all cultures.

The terms and conditions set forth in the following document shall constitute the entire Agreement between the **HCHSP** and **University of Texas Rio Grande Valley** may not be amended except by a written document signed by **HCHSP and University of Texas Rio Grande Valley**.

University of Texas Rio Grande Valley will:

- Provide the **HCHSP** Child Nutrition Department assistance in reviewing annual written procedures (Program Plan, Procedure Manual, Cycle Menus) by acting as an advisory committee member as required by Head Start Program Performance Standards.
- Provide information and referrals to its clients regarding services of the **Hidalgo County Head Start Program**.

Hidalgo County Head Start Program will:

- Provide a comprehensive pre-school program for economically disadvantage children, three to five years of age. The program gives priority to identify, recruit, and serve foster children, homeless children, and children with disabilities and their families. Services include health, mental health, nutrition, education, special services, social services, parent involvement, and transition services.
- Engage in an ongoing family partnership building and provide social service assistance when needed.
- Provide information and referrals to families regarding services of collaborating agency/program.
- Abide by the U.S. Department of Health and Human Services final regulations pursuant to the Health Insurance Portability and Accountability Act of 1996 (HIPAA).
- Provide information and referrals to families regarding services of the University of Texas Rio Grande Valley Coordinated Program in Dietetics.
- Designate a Hidalgo County Head Start staff member to serve as a liaison to the University of Texas Rio Grande Valley - Coordinated Program in Dietetics.

- Maintain the children's, families', and programmatic records in a manner that will assure the protection of the rights and privacy of parents, families, and staff. All **HCHSP** records, data, or information related to individual children, families, and staff will be treated as confidential. Release of information will take place only with clients' prior written consent and approval.

Collaboration Efforts between University of Texas Rio Grande Valley and HCHSP:

- To exchange reports describing services rendered between each other on a regular basis. The undersigned parties agree that they will try, when possible, to participate and collaborate in shared forums, networking meetings, and training sessions.

Termination:

Either party may terminate the Agreement, with or without cause, by giving ten (10) days written notice to the other.

Term:

This Agreement is in effect for the 2016-2017 school year, unless earlier terminated as provided herein.

Governing Law:

This Memorandum of Understanding will be construed in accordance with the Laws of the State of Texas and is performable in Hidalgo County, Texas.

Consideration:

This Agreement is being made in consideration of the following: **University of Texas Rio Grande Valley and Hidalgo County Head Start Program** agree that there will be no financial exchange of monies or other compensation.

University of Texas Rio Grande Valley:

Norma L. Beardwood, MBA, M.Ed., RDN, LD, LPC, CEDS
Clinical Assistant Professor and Program Director
Print Name and Title

_____
Authorized Signature Date

Hidalgo County Head Start Program

_____
Honorable Ramon Garcia
Hidalgo County Judge

_____
Date

_____
Teresa Flores, Executive Director
Hidalgo County Head Start Program

_____
Date

ATTEST:

_____
Arturo Guajardo, Jr.
Hidalgo County Clerk

Approved As To Form:
Atlas, Hall & Rodriguez, LLP

By:_____
Stephen L. Crain

Approved As To Form:
Oxford & González, P.C.

By:_____
Ricardo González

Date Approved by Policy Council:
Date Approved by Commissioner's Court:

AI-54785 Head Start 15. E.

CC - REGULAR

Meeting Date: 06/07/2016

Submitted For: Edmundo Garcia, HEAD START Submitted By: Linda Galaviz, HEAD START

Department: HEAD START

Information

CAPTION

Discussion/Approval of the Following 2016-2017 Hidalgo County Head Start Program Plans:
1. Child Nutrition Services
2. Education Services
3. Family Services
4. Health Services
5. Human Resources
6. Mental Health Services
7. Special Services
8. Transition Services
9. Transportation Services

BACKGROUND

Policy Council Approval: 05.25.16

Fiscal Impact

Attachments

Program Plans 2016-2017

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	05/23/2016 03:52 PM
Final Approval	Monica Badillo	06/03/2016 05:59 PM

Form Started By: Linda Galaviz Started On: 05/23/2016 11:46 AM

Final Approval Date: 06/03/2016

Hidalgo County Head Start Program

Policy Council Regular Agenda

DATE: May 25, 2016

SUBJECT: Discussion/Approval of the following 2016-2017 Hidalgo County Head Start Program Plans:

a. Child Nutrition Services
b. Education Services
c. Family Services
d. Health Services
e. Human Resources
f. Mental Health Services
g. Special Services
h. Transition Services
i. Transportation Services

RATIONALE/NEED: The Program Plans must be approved annually to comply with the Federal Performance Standards.

RECOMMENDATION: Administration recommends approval.

COST: N/A

RELATED INFORMATION INCLUDES: 2016-2017 Program Plans

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INITIATED BY: Department Directors

REVIEWED BY: Nora S. Munoz, Assistant Director for Programmatic Services
Edmundo Garcia, Assistant Director for Operations

EXECUTIVE DIRECTOR'S APPROVAL: Teresa Flores

Child Nutrition Services Plan

Hidalgo County Head Start Program

Child Nutrition Services Program Plan 2016 – 2017

Advisory Committee Approval: 04.28.16
Policy Council Approval:
Commissioners' Court Approval:

HIDALGO COUNTY START PROGRAM
Child Nutrition Program Plan

PERFORMANCE STANDARD: 1304.23 (a)

GOAL: The HIDALGO COUNTY HEAD START PROGRAM/EARLY HEAD START will work with the children's family to identify possible nutritional needs through discussions during enrollment and home visits.

OBJECTIVE: To discuss with the child's parent/guardian any concerns related to possible nutritional needs during enrollment, periodic home visits, and or when any concerns arise.

TASK TO BE ACCOMPLISHED	PERSON RESPONSIBLE	PERSON RESPONSIBLE FOR MONITORING	PROJECTED DATE OF COMPLETION	DOCUMENTS OR FORMS
1. The staff will interview parent/guardian upon enrollment of children and document any pertinent information relating to possible nutritional needs of the child.	-Child Nutrition Director -Child Nutrition Coordinators -Center Managers -Facilitators -Support Service Assistants -Teachers -Assistant Teachers	-Center Managers -Facilitators -Support Service Assistants -Teachers -Assistant Teachers -Child Nutrition Director -Child Nutrition Coordinators -Executive Team Member assigned to monitor center -Yearly Self-Assessment -On-going monitoring	-At time of enrollment -As needed -Yearly Self-Assessment -On-going monitoring	-Child's Folder -Child Nutrition Assessment -Inter-Agency Referral Form as applicable

HIDALGO COUNTY START PROGRAM
Child Nutrition Program Plan

PERFORMANCE STANDARD: 1304.23 (a) (1)

GOAL: The HIDALGO COUNTY HEAD START PROGRAM/EARLY HEAD START will work together with families to identify any relevant nutrition-related assessment data (height, weight, hemoglobin/hematocrit) obtained under 45 CFR 1304.20 (a).

OBJECTIVE: To work together with parent/guardian on any health assessment information such as height, weight, hemoglobin/hematocrit that requires a referral.

TASK TO BE ACCOMPLISHED	PERSON RESPONSIBLE	PERSON RESPONSIBLE FOR MONITORING	PROJECTED DATE OF COMPLETION	DOCUMENTS OR FORMS
1. Staff will refer any child with health/nutrition related abnormality to a Dietitian or any other agency as deemed necessary (for example: overweight, acanthosis nigricans, or low Hgb/HCT).	-Child Nutrition Director -Child Nutrition Coordinators -Education Area Directors -Center Managers -Facilitators -Support Service Assistants -Teachers -Assistant Teachers	-Child Nutrition Director -Child Nutrition Coordinators -Health Services Director -Nurses - Education Area Directors -Center Managers -Facilitators -Support Service Assistants -Executive Team Member assigned to monitor the center	-At time of enrollment -At time of initial screening -Yearly Self-Assessment -On-going monitoring	-Referral -Screenings and other exams -Follow Up documentation
2. Staff will also discuss with parent/guardian the results and reason for a referral. Consent shall be obtained from a parent/guardian.	-All of the Above	-All of the Above	-All of the Above	-All of the Above

HIDALGO COUNTY START PROGRAM
Child Nutrition Program Plan

PERFORMANCE STANDARD: 1304.23 (a) (1) (Cont'd)

GOAL: The HIDALGO COUNTY HEAD START PROGRAM/EARLY HEAD START will work together with families to identify any relevant nutrition-related assessment data (height, weight, hemoglobin/hematocrit) obtained under 45 CFR 1304.20 (a).

OBJECTIVE: To work together with parent/guardian on any health assessment information such as height, weight, hemoglobin/hematocrit that requires a referral.

TASK TO BE ACCOMPLISHED	PERSON RESPONSIBLE	PERSON RESPONSIBLE FOR MONITORING	PROJECTED DATE OF COMPLETION	DOCUMENTS OR FORMS
3. Parent/guardian will be encouraged to take **free** nutrition classes offered by The Texas A&M/AgriLife Extension Program throughout the school year. It is important for the parents to understand the importance of a well-balanced meal.	-All of the Above	-All of the Above	-All of the Above	-Partnership Agreement
4. Parent/guardian will be encouraged to participate in the Supplemental Nutrition Program for Women, Infant and Children (WIC) as needed.	-All of the Above	-All of the Above	-All of the Above	-Acknowledgement Form -Partnership Agreement

HIDALGO COUNTY START PROGRAM
Child Nutrition Program Plan

PERFORMANCE STANDARD: 1304.23 (a) (2)

GOAL: The HIDALGO COUNTY HEAD START PROGRAM/EARLY HEAD START will obtain pertinent information, through discussion, concerning family eating patterns relating to cultural preferences, special dietary requirements for each child with nutrition-related health problems and each child with disabilities (see 45 CFR 1308.20).

OBJECTIVE: To interview each parent/guardian at the time of enrollment to determine areas of concern.

TASK TO BE ACCOMPLISHED	PERSON RESPONSIBLE	PERSON RESPONSIBLE FOR MONITORING	PROJECTED DATE OF COMPLETION	DOCUMENTS OR FORMS
1. The program will meet the total nutritional need(s) of each child utilizing the child nutrition assessment form as a source of data gathering.	-Center Managers -Facilitators -Support Service Assistants -Teachers -Assistant Teachers	-Child Nutrition Director -Child Nutrition Coordinators -Center Managers -Facilitators -Support Service Assistants -Teachers -Assistant Teachers	-At time of enrollment -At time of initial screening -Yearly Self-Assessment -On-going monitoring	-Child's Folder -Child Nutrition Assessment Form -Inter-Agency Referral Form as applicable -Follow-up documentation
2. Bring parent/guardian and staff to a level of understanding and involvement in the area of nutrition to enable them to meet their appropriate responsibilities through counseling and training. Including data on special dietary requirements concerning child's nutrition-related health problems, including children with disabilities.	-All of the Above and -Child Nutrition Director -Special Services Director -Health Services Director	-All of the Above and -Special Services Director -Special Services Coordinator -Disability Aides -Health Services Director -Nurses	-All of the Above	-All of the Above

HIDALGO COUNTY START PROGRAM
Child Nutrition Program Plan

PERFORMANCE STANDARD: 1304.23 (a) (3)

GOAL: The HIDALGO COUNTY HEAD START PROGRAM/EARLY HEAD START currently does not serve infants or toddlers.

TASK TO BE ACCOMPLISHED	PERSON RESPONSIBLE	PERSON RESPONSIBLE FOR MONITORING	PROJECTED DATE OF COMPLETION	DOCUMENTS OR FORMS
1. Currently Hidalgo County Head Start does not serve infants or toddlers.				

HIDALGO COUNTY START PROGRAM
Child Nutrition Program Plan

PERFORMANCE STANDARD: 1304.23 (a) (4)

GOAL: The HIDALGO COUNTY HEAD START PROGRAM/EARLY HEAD START will inform parent/guardian about major community nutritional issues, as identified through the Community Assessment or by the Health Services Advisory Committee or local Health Department.

OBJECTIVE: To provide the parent/guardian the programs, Agriculture Extension Service, Expanded Nutrition Program, and local Health Department data to address major community nutritional issues.

TASK TO BE ACCOMPLISHED	PERSON RESPONSIBLE	PERSON RESPONSIBLE FOR MONITORING	PROJECTED DATE OF COMPLETION	DOCUMENTS OR FORMS
1. A newsletter along with literature and brochures will be disseminated to parent/guardians.	-Child Nutrition Director -Center Managers -Facilitators -Support Service Assistants -Teachers -Assistant Teachers	-Child Nutrition Director -Child Nutrition Coordinators -Center Managers -Facilitators -Support Service Assistants -Teachers -Assistant Teachers	-Quarterly	-Resource Files
2. Interaction with local nutrition programs such as WIC, Texas A&M/AgriLife Extension Services, and local Health Department will aid in accessing data. Problems will then be identified and community interaction and support will be fostered to engage the community's involvement in efforts to change factors related to the identified problems.	- All of the above	-All of the above	-On-going monitoring	-Yearly Calendar (Parent Fair, Fatherhood Conference)

HIDALGO COUNTY START PROGRAM
Child Nutrition Program Plan

PERFORMANCE STANDARD: 1304.23 (b) (1)

GOAL: The HIDALGO COUNTY HEAD START PROGRAM/EARLY HEAD START will design and implement a nutrition program that meets the nutritional needs and feeding requirements of each child, including those with special dietary needs and children with disabilities. The program will also serve a variety of foods, which consider cultural and ethnic preferences and which will broaden the child's food experience.

OBJECTIVE: To reflect culture and ethnic preferences taking into consideration special dietary needs of children.

TASK TO BE ACCOMPLISHED	PERSON RESPONSIBLE	PERSON RESPONSIBLE FOR MONITORING	PROJECTED DATE OF COMPLETION	DOCUMENTS OR FORMS
Menus developed will reflect:				
1. Culture and ethnic preferences, which will broaden the child's nutritional experience. Menus shall include foods that are familiar to children and also introduce new foods on on-going bases.	-Child Nutrition Director -Education Area Directors -Health Services Director -Center Managers -Facilitators -Support Service Assistants -Teachers -Assistant Teachers	-Child Nutrition Director -Child Nutrition Coordinators -Center Managers -Facilitators -Support Services Assistants -Teachers	-On-going monitoring	-Menus
2. A nutrition care plan for children with disabilities shall include menu changes, special feeding equipment and food modification.	-All of the Above and -Special Services Director	-All of the Above and -Special Services Director -Special Services Coordinator -Disability Aides	-As needed -Yearly Self Assessment -On-going monitoring	-Therapeutic Diet Menus

HIDALGO COUNTY START PROGRAM
Child Nutrition Program Plan

PERFORMANCE STANDARD: 1304.23 (b) (1) (i)

GOAL: The HIDALGO COUNTY HEAD START PROGRAM/EARLY HEAD START will utilize funds from USDA food and consumer services child nutrition program as the primary source of payment for meal services. Head Start and Early Head Start funds may be used to cover those allowable costs not covered by the USDA.

OBJECTIVE: To develop a system to ensure USDA funds are used primarily for meal service.

TASK TO BE ACCOMPLISHED	PERSON RESPONSIBLE	PERSON RESPONSIBLE FOR MONITORING	PROJECTED DATE OF COMPLETION	DOCUMENTS OR FORMS
1. The Finance Department Assistant Bookkeeper will produce a monthly-computerized listing of all TDA expenditures reflecting vendors and dollar amounts to the Child Nutrition Director for verification.	-Executive Program Director -Assistant Program Director -Child Nutrition Director -Finance Director -Assistant Bookkeeper -Procurement Director	-Child Nutrition Director -Finance Director -Procurement Director	-Monthly -October thru September fiscal year -On-going monitoring	-Requisitions -Purchase Orders -Budget -TDA Form 4502 (Claim For Reimbursement Worksheet)

HIDALGO COUNTY START PROGRAM
Child Nutrition Program Plan

PERFORMANCE STANDARD: 1304.23 (b) (1) (ii)

GOAL: The HIDALGO COUNTY HEAD START PROGRAM/EARLY HEAD START will provide meals to each enrolled child to meet 1/2 to 2/3 of the child's daily nutritional needs.

OBJECTIVE: To provide foods which will assist in meeting the child's daily nutritional needs.

TASK TO BE ACCOMPLISHED	PERSON RESPONSIBLE	PERSON RESPONSIBLE FOR MONITORING	PROJECTED DATE OF COMPLETION	DOCUMENTS OR FORMS
1. Staff will prepare and provide breakfast, lunch and PM snack utilizing USDA meal pattern amounts and sizes, thus ensuring the children will receive the recommended 1/2 to 2/3 of their daily nutritional needs.	-Child Nutrition Director -Child Nutrition Coordinators -Head Cooks -Food Production Staff -Center Mangers -Facilitators -Support Services Assistants -Teachers -Assistant Teachers -Custodians	-Child Nutrition Director -Child Nutrition Coordinators -Head Cooks -Center Managers -Facilitators -Support Services Assistants -Teachers -Assistant Teachers -Custodians	-August thru May (Daily)	-USDA Meal Patterns (3-5 years old) -Menus -TDA Form 1530 (Daily Meal Production Record)
2. Menus will reflect one vitamin C source daily and one vitamin A source three times per week along with the Texas Department of Agriculture recommended modifications (August 14, 2009) initiative "Promoting Healthy Eating and Physical Activity for a Healthier Lifestyle". Parent/guardian will be encouraged to follow the child's daily nutritional needs during off school days.	-All of the above	-All of the above	-August thru May (Daily)	-Menus -TDA Form 1530 (Daily Meal Production Record)

HIDALGO COUNTY START PROGRAM
Child Nutrition Program Plan

PERFORMANCE STANDARD: 1304.23 (b) (1) (iii)

GOAL: The HIDALGO COUNTY HEAD START PROGRAM/EARLY HEAD START will serve a nourishing breakfast to all children who have not received breakfast at arrival time at the center.

OBJECTIVE: Will provide a nourishing breakfast to all children at schedule time, whether the child has received breakfast or not.

TASK TO BE ACCOMPLISHED	PERSON RESPONSIBLE	PERSON RESPONSIBLE FOR MONITORING	PROJECTED DATE OF COMPLETION	DOCUMENTS OR FORMS
1. Staff will serve a complete and nourishing breakfast every day. In addition, center will stock a few grain/bread items, juice and milk to provide to all late comers breakfast as well.	-Child Nutrition Director -Child Nutrition Coordinator -Head Cooks -Center Managers -Facilitator -Support Services Assistants -Teachers -Assistant Teachers	-Child Nutrition Director -Child Nutrition Coordinators -Center Managers -Facilitators -Support Services Assistants -Teachers -Assistant Teachers	-August thru May (Daily)	-TDA Form H1606 (Monitor Review)

HIDALGO COUNTY START PROGRAM
Child Nutrition Program Plan

PERFORMANCE STANDARD: 1304.23 (b) (1) (iv)

GOAL: The HIDALGO COUNTY HEAD START PROGRAM/EARLY HEAD START currently does not serve infants or toddlers.

TASK TO BE ACCOMPLISHED	PERSON RESPONSIBLE	PERSON RESPONSIBLE FOR MONITORING	PROJECTED DATE OF COMPLETION	DOCUMENTS OR FORMS
1. Currently Hidalgo County Head Start does not serve infants or toddlers.				

HIDALGO COUNTY START PROGRAM
Child Nutrition Program Plan

PERFORMANCE STANDARD: 1304.23 (b) (1) (v)

GOAL: The HIDALGO COUNTY HEAD START PROGRAM/EARLY HEAD START will serve quantities and kinds of food which must conform to recommended serving sizes and minimum standards for meal patterns recommended in the USDA meal pattern or nutrient standard menu planning requirements outlined in 7 CFR parts 210, 220, and 226.

OBJECTIVE: To provide nutritionally balanced meals and snacks that conform to the Head Start guidance meal pattern and requirements as set forth by USDA Child Care Food Program.

TASK TO BE ACCOMPLISHED	PERSON RESPONSIBLE	PERSON RESPONSIBLE FOR MONITORING	PROJECTED DATE OF COMPLETION	DOCUMENTS OR FORMS
1. Staff will ensure that serving size and quantity of foods be served. Menus will reflect as follows: Breakfast: milk 6 oz., vegetable or fruit ½ c., grains/bread ½ serving. Lunch: milk 6 oz., vegetable or fruit ½ c., grains/bread ½ serving, meat/meat alternate 1 ½ oz. PM Snack: select 2 of 4 components (milk, vegetable or fruit, grains/bread, meat/meat alternate)	-Child Nutrition Director -Child Nutrition Coordinators -Head Cooks -Center Managers -Facilitators -Support Services Assistants -Teachers -Assistant Teachers -Custodians	-Child Nutrition Director -Child Nutrition Coordinators -Head Cooks -Center Managers -Facilitators -Support Service Assistants -Teachers -Assistant Teachers -Custodians	-August thru May (Daily)	-USDA Meal Patterns (3-5 years old) -Menus -TDA Form 1530 (Daily Meal Production Record) -TDA Form H1606 (Monitor Review)

HIDALGO COUNTY START PROGRAM
Child Nutrition Program Plan

PERFORMANCE STANDARD: 1304.23 (b) (1) (vi)

GOAL: The HIDALGO COUNTY HEAD START PROGRAM/EARLY HEAD START must serve foods high in nutrients and low in fat, sugar and salt.

OBJECTIVE: To provide meals with adequate carbohydrate, protein, fat, sugar and sodium content as recommended.

TASK TO BE ACCOMPLISHED	PERSON RESPONSIBLE	PERSON RESPONSIBLE FOR MONITORING	PROJECTED DATE OF COMPLETION	DOCUMENTS OR FORMS
1. Meat: Lean (90/10 ground beef, 90/10 top boneless sirloin, boneless / skinless chicken breast). Milk: Unflavored, fluid, 1% fat. Vegetable: Frozen or fresh (no canned vegetables). Fruit: Canned fruit is packed in its natural juice or is fresh. Grains/Bread: Must be whole grain.	-Child Nutrition Director -Child Nutrition Coordinators -Head Cooks -Procurement Director	-Child Nutrition Director -Child Nutrition Coordinators -Head Cooks -Procurement Director	-August thru May (Daily) -On-going monitoring	-Menus -Food orders -Requisitions -Purchase orders -Invoices -Food labels -TDA Form 1530 (Daily Production Record)

HIDALGO COUNTY START PROGRAM
Child Nutrition Program Plan

PERFORMANCE STANDARD: 1304.23 (b) (1) (vii)

GOAL: The HIDALGO COUNTY HEAD START PROGRAM/EARLY HEAD START will schedule meals and snacks appropriately and adjusted, where necessary, to ensure individual needs are met.

OBJECTIVE: To post the meal schedule on each menu to reflect meal times. Adjustments will be noted on all respective menus where necessary.

TASK TO BE ACCOMPLISHED	PERSON RESPONSIBLE	PERSON RESPONSIBLE FOR MONITORING	PROJECTED DATE OF COMPLETION	DOCUMENTS OR FORMS
1. Staff will implement the following meal/snack schedule: Breakfast 7:45 AM Lunch 11:30 AM PM Snack 2:15 PM Changes/modifications in meal times accommodated for children with disabilities where necessary.	-Child Nutrition Director -Child Nutrition Coordinators -Head Cooks -Center Managers -Facilitators -Support Services Assistant -Teachers -Assistant Teachers -Custodians	-Child Nutrition Director -Child Nutrition Coordinators -Head Cooks -Center Managers -Facilitators -Support Services Assistants -Teachers -Assistant Teachers -Custodians	-August thru May (Daily) -On-going monitoring	-TDA Form H1606 (Monitor Review) -Menus -Teachers Observation Notes

HIDALGO COUNTY START PROGRAM
Child Nutrition Program Plan

PERFORMANCE STANDARD: 1304.23 (b) (2)

GOAL: The HIDALGO COUNTY HEAD START PROGRAM/EARLY HEAD START is not currently operating a Home-Based Program.

TASK TO BE ACCOMPLISHED	PERSON RESPONSIBLE	PERSON RESPONSIBLE FOR MONITORING	PROJECTED DATE OF COMPLETION	DOCUMENTS OR FORMS
1. Currently Hidalgo County Head Start does not operate a Home-Based Program.				

HIDALGO COUNTY START PROGRAM
Child Nutrition Program Plan

PERFORMANCE STANDARD: 1304.23 (b) (3)

GOAL: The HIDALGO COUNTY HEAD START PROGRAM/EARLY HEAD START must promote effective dental hygiene among children in conjunction with meals.

OBJECTIVE: To ensure that every child will receive effective dental hygiene in conjunction with meals.

TASK TO BE ACCOMPLISHED	PERSON RESPONSIBLE	PERSON RESPONSIBLE FOR MONITORING	PROJECTED DATE OF COMPLETION	DOCUMENTS OR FORMS
1. Staff will supervise children brushing their teeth as follows: AM – the children brush their teeth after breakfast with water only PM – the children brush their teeth with fluoride tooth-paste	-Health Services Director -Education Area Directors -Child Nutrition Director -Center Managers -Facilitators -Support Service Assistant -Teachers -Assistant Teachers	-Health Services Director -Nurses -Child Nutrition Director -Child Nutrition Coordinator -Education Area Directors -Teachers -Assistant Teachers -Center Managers -Facilitators -Support Service Assistant	-August thru May (Daily) -Yearly Self-Assessment -On-going monitoring	-Daily Schedule -Health Services Procedure (Daily Health Check)
2. The dental curriculum will also reinforce the importance of brushing their teeth after meals.	-All of the Above	-All of the Above	-All of the Above	-All of the Above
3. Parents and staff are educated about proper ways to prevent baby-bottle tooth decay and other early childhood cavities.	-All of the Above	-All of the Above	-All of the Above	-All of the Above

HIDALGO COUNTY START PROGRAM
Child Nutrition Program Plan

PERFORMANCE STANDARD: 1304.23 (b) (4)

GOAL: The HIDALGO COUNTY HEAD START PROGRAM/EARLY HEAD START must involve parent/guardian and appropriate community agencies in planning, implementing and evaluating the agencies' nutritional services.

OBJECTIVE: To involve the parent/guardian and community agencies in evaluating the program's nutritional services.

TASK TO BE ACCOMPLISHED	PERSON RESPONSIBLE	PERSON RESPONSIBLE FOR MONITORING	PROJECTED DATE OF COMPLETION	DOCUMENTS OR FORMS
1. Child Nutrition Department will implement an advisory committee comprised of members representing the Texas A&M/AgiLife Extension Program, Hidalgo County WIC Program, University of Texas Rio Grande Valley/Coordinated Program in Dietetics -Dietetics Professor / Coordinator and Parent/Guardian to evaluate and ensure quality service delivery. 2. Meetings will be held during the school year to present and discuss the on-going service of the nutrition services.	-Child Nutrition Director -Child Nutrition Coordinator -Health Services Director	-Child Nutrition Director -Child Nutrition Coordinator -Health Services Director	-August thru May (Daily) -On-going monitoring	-Meal Comment Form -Approved Program Plan -TDA Handbook

HIDALGO COUNTY START PROGRAM
Child Nutrition Program Plan

PERFORMANCE STANDARD: 1304.23 (c) (1) (2) (3) (4) (5) (6) (7)

GOAL: The HIDALGO COUNTY HEAD START PROGRAM/EARLY HEAD START will contribute to the development and socialization of enrolled children by providing that: a variety of food is served which broadens each child's food experiences; food is not used as punishment or reward and that each child is encouraged but not forced, to eat or taste his or her food; sufficient time is allowed for each child to eat; children and assigned classroom staff, including volunteers, eat together family style and share the same menu to the extent possible; medically-based diets or other dietary requirements are accommodated; and as developmentally appropriate, opportunity is provided for the involvement of children in food-related activities.

OBJECTIVE: To provide a meal service that supports the development and socialization of children and introduces children to a variety of food that broadens their food experience considering their culture and ethnic preferences.

TASK TO BE ACCOMPLISHED	PERSON RESPONSIBLE	PERSON RESPONSIBLE FOR MONITORING	PROJECTED DATE OF COMPLETION	DOCUMENTS OR FORMS
1. Staff will introduce children to a variety of foods to broaden their food experience considering their cultural and ethnic preferences. Food is not used as a punishment or reward, and each child is encouraged but not forced to eat or taste his or her food. Sufficient time is allowed for each child to eat, including those with disabilities. All children and assigned classroom staff including volunteers eat together family style and share the same menu to the extent possible. Children with medically-based diets or other dietary requirements are accommodated. Medical prescriptions are referred to Child Nutrition Department for the development of a therapeutic diet, modification of menu items and nutrition education to family as needed.	-Child Nutrition Director -Child Nutrition Coordinators -Head Cooks -Education Area Directors -Health Services Director -Special Services Director -Center Managers -Facilitators -Support Services Assistant -Teachers -Assistant Teachers	-Child Nutrition Director -Child Nutrition Coordinators -Center Managers -Facilitators -Support Services Assistant -Custodians -Teachers -Assistant Teachers -Disability Aides	-August thru May (Daily) -Annual Self-Assessment -On-going monitoring	- Cycle Menu -TDA Form 1606 (Monitor Review) -Therapeutic Diet Menus as applicable

HIDALGO COUNTY START PROGRAM
Child Nutrition Program Plan

PERFORMANCE STANDARD: 1304.23 (c) (1) (2) (3) (4) (5) (6) (7) (cont'd)

GOAL: The HIDALGO COUNTY HEAD START PROGRAM/EARLY HEAD START will contribute to the development and socialization of enrolled children by providing that: a variety of food is served which broadens each child's food experiences; food is not used as punishment or reward and that each child is encouraged but not forced, to eat or taste his or her food; sufficient time is allowed for each child to eat; children and assigned classroom staff, including volunteers, eat together family style and share the same menu to the extent possible; medically-based diets or other dietary requirements are accommodated; as developmentally appropriate, opportunity is provided for the involvement of children in food-related activities.

OBJECTIVE: To provide a meal service that supports the development and socialization of children and introduces children to a variety of food that broadens their food experience considering their culture and ethnic preferences.

TASK TO BE ACCOMPLISHED	PERSON RESPONSIBLE	PERSON RESPONSIBLE FOR MONITORING	PROJECTED DATE OF COMPLETION	DOCUMENTS OR FORMS
2. Classroom staff will implement Nutrition Education including, Smart Snack, ChooseMyPlate.gov (Food Groups) and others. Staff will encourage children to participate in nutrition activities implementing fruits and vegetables and will be explained the importance of proper nutrition. Parents will be provided the opportunity to participate with the children during these activities. Lessons will be incorporated into the education calendar.	-Child Nutrition Director -Child Nutrition Coordinators -Education Area Directors -Center Managers -Facilitators -Teachers -Assistant Teachers	-Child Nutrition Director -Child Nutrition Coordinators -Center Managers -Facilitators -Support Services Assistant -Teachers -Assistant Teachers	-August thru May (Daily) -On-going monitoring	-Education Calendar -Nutrition Lessons Plans -Menus
3. Currently Hidalgo County Head Start does not serve infants or toddlers.				

HIDALGO COUNTY START PROGRAM
Child Nutrition Program Plan

PERFORMANCE STANDARD: 1304.23 (d)

GOAL: The HIDALGO COUNTY HEAD START PROGRAM/EARLY HEAD START will include family assistance with nutrition. Parent education activities must include opportunities to assist individual families with food preparation and nutritional skills.

OBJECTIVE: To provide opportunities to parent/guardian to participate in a basic nutrition course.

TASK TO BE ACCOMPLISHED	PERSON RESPONSIBLE	PERSON RESPONSIBLE FOR MONITORING	PROJECTED DATE OF COMPLETION	DOCUMENTS OR FORMS
1. Staff will develop and implement an inter-agency collaboration agreement with the Texas A&M/AgiLife Extension Program to enroll parent/guardian in their basic food preparation course. This course will also offer consumer education. Parent/guardian successfully completing the course will be awarded certificate of accomplishment. The Texas A&M/AgriLife Extension Program also includes courses on money management, self-esteem, parenting, feeding children, storing of foods properly, food safety and label reading.	-Child Nutrition Director -Child Nutrition Coordinators -Family Services Director -Education Directors -Center Managers -Facilitators -Support Services Assistants -Teachers -Assistant Teachers	-Child Nutrition Director -Child Nutrition Coordinators -Family Services Director -Education Area Directors -Center Managers -Facilitators -Support Services Assistants	-August thru May (Daily) -On-going monitoring	-Community Partnership Agreement

HIDALGO COUNTY START PROGRAM
Child Nutrition Program Plan

PERFORMANCE STANDARD: 1304.23 (e) (1)

GOAL: The HIDALGO COUNTY HEAD START PROGRAM/EARLY HEAD START must post evidence of compliance with all applicable Federal, State and Tribal and local food safety and sanitation laws, including those related to storage, preparation and service of food and the health of food handlers. In addition, agencies must contract only with food service vendors that are licensed in accordance with State, Tribal or local laws.

OBJECTIVE: To comply with all local, State and Federal regulations for food services.

TASK TO BE ACCOMPLISHED	PERSON RESPONSIBLE	PERSON RESPONSIBLE FOR MONITORING	PROJECTED DATE OF COMPLETION	DOCUMENTS OR FORMS
1. Child Nutrition department and any other staff with some type of involvement with meal service will receive pre-service and on-going training relating to food service and sanitation. The program will ensure that inspections by local and State sanitation departments are conducted and posted for review.	-Child Nutrition Director -Child Nutrition Coordinators -Child Nutrition employees -Education Area Directors -Center Managers -Facilitators -Support Services Assistants -Teachers -Assistant Teachers -Custodians -Volunteers	-Child Nutrition Director -Child Nutrition Coordinators -Education Area Directors -Center Managers -Facilitators -Support Services Assistants	-August thru May (Daily) -Yearly Self-Assessment -On-going monitoring	-Food Program Required Trainings -Training Agendas
2. The program will ensure that inspections by local and state sanitation departments are conducted and posted for review.	-All of the Above	-All of the Above	-All of the Above	-Health Inspection Documents -Food and Refrigeration Temperature Logs

PERFORMANCE STANDARD: 1304.23 (e) (1) (Cont'd)

GOAL: The HIDALGO COUNTY HEAD START PROGRAM/EARLY HEAD START must post evidence of compliance with all applicable Federal, State and Tribal and local food safety and sanitation laws, including those related to storage, preparation and service of food and the health of food handlers. In addition, agencies must contract only with food service vendors that are licensed in accordance with State, Tribal or local laws.

OBJECTIVE: To comply with all local, State and Federal regulations for food services.

TASK TO BE ACCOMPLISHED	PERSON RESPONSIBLE	PERSON RESPONSIBLE FOR MONITORING	PROJECTED DATE OF COMPLETION	DOCUMENTS OR FORMS
3. Child Nutrition department staff and parent/guardian/volunteers directly involved in the preparation of food will possess a health card and food handler's certificate as applicable.	-Child Nutrition Director -Child Nutrition Coordinators -Child Nutrition employees -Education Area Directors -Center Managers -Facilitators -Support Services Assistants -Teachers -Assistant Teachers -Custodians -Volunteers	-Child Nutrition Director -Child Nutrition Coordinators -Education Area Directors -Center Managers -Facilitators -Support Services Assistants	-August thru May (Daily) -On-going monitoring	-Training Agendas -Certified Food Handler's Certificate -State, County or Local City Certificate

HIDALGO COUNTY START PROGRAM
Child Nutrition Program Plan

PERFORMANCE STANDARD: 1304.23 (e) (2)

GOAL: The HIDALGO COUNTY HEAD START PROGRAM/EARLY HEAD START currently does not serve infants or toddlers.

TASK TO BE ACCOMPLISHED	PERSON RESPONSIBLE	PERSON RESPONSIBLE FOR MONITORING	PROJECTED DATE OF COMPLETION	DOCUMENTS OR FORMS
1. Currently Hidalgo County Head Start Program does not serve infants or toddlers.				

HIDALGO COUNTY START PROGRAM
Child Nutrition Program Plan

PERFORMANCE STANDARD: C.F. Regulation: 1304.51 (i) (2) Ongoing Monitoring

GOAL: The HIDALGO COUNTY HEAD START PROGRAM/EARLY HEAD START will ensure effective implementation of Federal regulations.

OBJECTIVE: To establish and maintain procedures for ongoing monitoring that will systematically measure strengths and weaknesses for the enhancement of quality service delivery in the area of Child Nutrition.

TASK TO BE ACCOMPLISHED	PERSON RESPONSIBLE	PERSON RESPONSIBLE FOR MONITORING	PROJECTED DATE OF COMPLETION	DOCUMENTS OR FORMS
1. **Staff and Parent Child Nutrition Interview** – All children nutritional needs will be addressed through a staff and parent interview which will address the basic data collection of nutritional parameters. This interview is conducted prior to each child's first day of Head Start.	-Center Managers -Facilitators -Support Service Assistants -Teachers -Assistant Teachers	-Child Nutrition Director -Child Nutrition Coordinators -Center Managers -Facilitators -Support Service Assistants -Teachers -Assistant Teachers -Executive Team Member assigned to monitor center -Yearly Self-Assessment -On-going monitoring	-At time of enrollment -As needed -Yearly Self-Assessment -On-going monitoring	-Child's Folder -Child Nutrition Assessment Form -Inter-Agency Referral Form as applicable -Follow-up documentation
2. **Referral Tracking Log** – A referral tracking log will be maintained in the Mental Health Department. The tracking will be updated as the referrals are received.	-Mental Health Secretary -Child Nutrition Coordinators	-Child Nutrition Director	-On-going	-Master Tracking Log

PERFORMANCE STANDARD: C.F. Regulation: 1304.51 (i) (2) (Cont'd)

GOAL: The HIDALGO COUNTY HEAD START PROGRAM/EARLY HEAD START will ensure effective implementation of Federal regulations.

OBJECTIVE: To establish and maintain procedures for ongoing monitoring that will systematically measure strengths and weaknesses for the enhancement of quality service delivery in the area of Child Nutrition.

TASK TO BE ACCOMPLISHED	PERSON RESPONSIBLE	PERSON RESPONSIBLE FOR MONITORING	PROJECTED DATE OF COMPLETION	DOCUMENTS OR FORMS
3. **Staffing Meetings** – Staffing meetings will be held for children with significant disabilities. All areas of need will be discussed (i.e. – special diets, special equipment / materials, medical plan of action, etc.) so that the best possible services may be provided to the child upon enrollment.	-Special Services Director -Child Nutrition Director -Child Nutrition Coordinators -Center Managers -Facilitators -Support Service Assistants -Teachers -Assistant Teachers -Parent	-Special Services Director -Child Nutrition Director -Child Nutrition Coordinators	-Prior to first day of enrollment -As needed -Yearly Self-Assessment -On-going monitoring	-Staffing Notice -Staffing Notes
4. **Monitor Review Visits** – Unannounced monitor review visits will be conducted by Child Nutrition Coordinators as required by Texas Department of Agriculture. This is a comprehensive required monitoring conducted to all Head Start centers three times a fiscal year.	-Child Nutrition Director -Child Nutrition Coordinators	-Child Nutrition Director -Child Nutrition Coordinator -Executive Team Member assigned to facility	-August thru May -On-going	-TDA Form H1606 (Monitor Review)

Education Services Plan

Hidalgo County
Head Start Program

Education Services
Program Plan
2016 – 2017

Advisory Committee Approval: 04.28.16
Policy Council Approval:
Commissioners' Court Approval:

Hidalgo County Head Start Program

Education Department Program Plan

2016-2017

The Hidalgo County Head Start Program provides training for teachers/assistant teachers as needed such as: C.D.A. training, New Employee Orientation, etc. The Education Procedures Manual training is conducted annually or as needed.

Head Start Early Learning Outcomes Framework is reviewed and discussed. Hands-on activities are provided to ensure that staff understand and are able to implement all requirements. Pre-Service training is provided in July/August of each year. The Education Department staff and qualified presenters present topics to support The Head Start Early Learning Outcomes Framework, as well as areas identified by the assessment report. Individual small group training is provided as needed to enhance and improve teachers' understanding, knowledge and /or skills.

The Hidalgo County Head Start Program prides itself in providing the best curriculum & resources for classrooms, which includes:

- Lesson plans
- Materials which support the Head Start Early Learning Outcomes Framework
- Resource books to assist teachers with planning
- Appropriate buildings, furniture and classroom supplies
- On-going assessment which is aligned with all curriculum goals
- Qualified staff
- Parent involvement

The Hidalgo County Head Start Program will define specific responsibilities based on our local planning efforts. This effort in assessing and using Early Learning Outcomes Framework data means:

- Continuing to collect information on children's individual characteristics, progress, and accomplishments
- Continuing to use on-going assessment information to improve curriculum implementation and individualize learning experiences
- Continuing to communicate with the families
- Continuing to contribute to improving program quality and effectiveness

MISSION STATEMENT

"To Break the Cycle of Poverty and Illiteracy"

HEAD START EARLY LEARNING OUTCOMES FRAMEWORK

The original Child Outcomes Framework was introduced to Head Start in 1998 through the Head Start Act and was published in 2000. This year, the Office of Head Start is proud to provide you with the newly revised *Head Start Early Learning Outcomes Framework: Ages Birth to Five*. Designed to represent the continuum of learning for infants, toddlers, and preschoolers. This Framework replaces the Head Start Child Development and Early Learning Framework for 3-5 Year Olds, issued in 2010. This new Framework outlines and describes the skills, behaviors and concepts that programs must foster in all children, including children who are dual language learners (DLLs) and children with disabilities. The Framework is organized into the following elements: 5 Central Domains - 1) Approaches to Learning, 2) Social and Emotional Development, 3) Language and Literacy, 4) Cognition, and 5) Perceptual, Motor and Physical Development; Sub-Domains, Goals, Developmental Progressions and Indicators. To guide effective teaching practices, these elements are researched-based, comprehensive, inclusive, manageable and measurable and are directly aligned to our curriculum and on-going assessments.

Program's assessment data will be analyzed three times a year and an analysis report will be included in the Hidalgo County Head Start Program (HCHSP) annual self-assessment. The Program administers the Learning Accomplishment Profile Diagnostic (LAP-D) instrument, which is aligned with the five domains of the framework, within 45 days of the child's first day of attendance. The classroom teacher conducts assessments directly on to the Redelearner.com website for every child. A report is generated and analyzed. This report summarizes an individual child's scores, classroom and center LAP-D results. The program assessment report is presented to the Policy Council and Governing Board. The report includes patterns of development, areas of high/low achievement, and professional development training needs.

The Child's Individualized Plan (CIP) is developed in collaboration with the parents to establish individual goals and objectives for each child. A time-frame is also established to monitor goal/objective achievement. Bi-weekly progress notes are written by the teaching staff to document progress on the established goals & objectives.

A Six Weeks Progress Report is completed by the classroom teacher and explained to the parents. This report details the progress the children are making in all areas of development. Parent/Child Take Home Activities are also implemented to extend the learning process to the home and develop good study habits.

A Program Improvement Plan is written and strategies are listed to improve results. A copy of the report becomes an official part of the self-assessment findings.

Hidalgo County Head Start Program

Education Department Program Plan

2016-2017

Performance Standard: 1304.20 (b)(3)

Goal: The HIDALGO COUNTY HEAD START PROGRAM utilizes multiple sources of information on all aspects of each child's development and behaviors, including input from family members, teachers, and other relevant staff.
Objective: To use all available resources and methods to ensure that quality services are provided to each child.

Task to be Accomplished	Persor Responsible	Person Responsible for Monitoring	Projected Date of Completion	Documents or Forms
The classroom teacher, with cooperation from the parents/guardians and other professional consultants as necessary, develops and updates individual plans for each child in the program using information gathered from the following sources: • Parent Interviews • Assessments / Screening data • Teacher observations • Teacher progress notes	- Teachers - Parents - Educational Consultants (if applicable)	- Center Manager - Education Area Directors - Compliance/ Monitoring Director	- Within 45 days of enrollment - As needed Throughout PY (2016-2017)	- Child's Individual Plan Form -Progress Notes Form -Observation Notes -Child's Individual Results of Assessment/ Screenings

Performance Standard: 1304.20 (b)(3) (continued)

Goal: The HIDALGO COUNTY HEAD START PROGRAM utilizes multiple sources of information on all aspects of each child's development and behaviors including input from family members, teachers, and other relevant staff.
Objective: To use all available resources and methods to ensure that quality services are provided to each child.

Task to be Accomplished	Person Responsible	Person Responsible for Monitoring	Projected Date of Completion	Documents or Forms
The classroom teacher utilizes the ten (10) C.L.A.S.S. (Classroom Assessment Scoring System) dimensions to support and maximize students learning in the domains outlined in the Head Start Early Learning Outcomes Framework: • Training on the ten(10) dimensions of C.L.A.S.S. and the Head Start Early Learning Outcomes Framework will be provided to all classroom staff and Center Managers; • A practice and feedback staff development model will be used to ensure teacher's/assistant's mastery of each dimension. • C.L.A.S.S. dimensions will be included in the teacher/assistant appraisal instrument.	- Education Directors	- Center Manager - Education Area Directors	-Pre-Service Training Aug. '16 -In-Service Training for PY 2016-2017 -On-Site Training as needed -New Employee Orientation	-Staff Training Logs -Staff Training Sign-In Roster -Training Agendas

Hidalgo County Head Start Program

Education Department Program Plan

2016-2017

Performance Standard: 1304.20(f)(1)

Goal: The HIDALGO COUNTY HEAD START PROGRAM uses information from the developmental, sensory and behavioral screening, the on-going observations, medical/dental evaluations, treatments and insight from the parents to determine how the program can best respond to the child's individual needs.
Objective: To provide opportunity for staff and parents to discuss and develop individual plans in order to ensure that each child is provided with all necessary services to respond to their individual characteristics, strengths and needs.

Task to be Accomplished	Person Responsible	Person Responsible for Monitoring	Projected Date of Completion	Documents or Forms
The classroom teacher assesses the developmental level of each child upon their entry into the program using the following instruments: • Learning Accomplishment Profile Diagnostic (LAP-D) • Language Survey • Devereux Early Childhood Assessment Program (DECA) • Speech Screener • CIRCLE Progress Monitoring (if applicable)	-Teachers -Assistant Teachers	-Center Managers -Education Area Directors -Special Services Director -Mental Health Coordinator	-At time of enrollment within 45 days for Pre -As needed thereafter for MID & Post (2016-2017)	-LAP-D Assessment Protocol -Language Survey Form -DECA Instrument -Speech Screener Instrument
The classroom teacher discusses the results of all the screenings and assessments after each administration with the parents / guardians in their dominant language. Together they develop an Individual Plan for their child.	-Teachers -Assistant Teachers	-Center Managers -Education Area Directors	-Within 45 days enrollment and as needed (2016-2017)	-LAP-D Individual Child Results -Parent/ Teacher Conference -Home Visit Form

Hidalgo County Head Start Program

Education Department Program Plan

2016-2017

Performance Standard: 1304.21(a)(1)(i)(ii)(iii)(iv)(v)

Goal: The HIDALGO COUNTY HEAD START PROGRAM ensures that all children gain social competence, skills and confidence necessary to be prepared to succeed in their present environment and with later responsibilities in school and life.
Objective: (i) To provide children with developmentally appropriate educational resources that address each child as an individual with different rates of development, interests, temperaments, languages, cultural backgrounds, and learning styles.

Task to be Accomplished	Person Responsible	Person Responsible for Monitoring	Projected Date of Completion	Documents or Forms
The classroom teachers are selected and screened to ensure that they are highly qualified, nurturing and sensitive to cultural differences and have knowledge in the area of child growth and development.	-Civil Service Personnel -Head Start Policy Council	-Head Start Program Director -Head Start Human Resources Department	-On going as positions are needed (2016-2017)	-Job application -Résumé -Human Resources files -Transcript/ Interview
The classroom teacher completes a language survey for each child entering the program which helps them to identify child's dominant language and the family (home). The Child will participate in a Dual Language Program (English/Spanish). The primary language of instruction and assessment for the child will be determined using the Language Survey. Language development will be in both languages, following the Dual Language.	-Teachers -Assistant Teachers	-Center Managers -Education Area Directors	-Within three weeks of enrollment (2016-2017)	-Language Survey

Performance Standard: 1304.21(a)(1)(i)(ii)(iii)(iv)(v) (continued)

Goal: The HIDALGO COUNTY HEAD START PROGRAM ensures that all children gain social competence, skills and confidence necessary to be prepared to succeed in their present environment and with later responsibilities in school and life.
Objective: (i) To provide children with developmentally appropriate educational resources that address each child as an individual with different rates of development, interests, temperaments, languages, cultural backgrounds, and learning styles.

Task to be Accomplished	Person Responsible	Person Responsible for Monitoring	Projected Date of Completion	Documents or Forms
The classroom teacher receives training and guidance on the proper usage and Implementation of the Spanish and English language to ensure that the needs and development of each child and family are met.	-Education Area Director -Administrator for Education	-Center Managers -Education Area Directors -Administrator for Education	-Daily August thru May (2016-2017)	-Training agendas -Training Sign-In Rosters -On Site T/TA Forms

Performance Standard: 1304.21(a)(1)(i)(ii)(iii)(iv)(v) (continued)

Goal: The HIDALGO COUNTY HEAD START PROGRAM ensures that all children gain social competence, skills and confidence necessary to be prepared to succeed in their present environment and with later responsibilities in school and life.
Objective: (i) To provide children with developmentally appropriate educational resources that address each child as an individual with different rates of development, interests, temperaments, languages, cultural backgrounds, and learning styles.

Task to be Accomplished	Person Responsible	Person Responsible for Monitoring	Projected Date of Completion	Documents or Forms
The classroom teacher presents all activities and introduces concepts to the children in their primary language. Resources used are: • Head Start Early Leaning Outcomes Framework • C.I.R.C.L.E. (Center for Improving the Readiness of Children for Learning & Education) • Journeys Early Literacy &Technology Program • Planning Guide • Mental Health/Kindness Curriculum • Head Start Picturing America • Additional State Curriculums (If Applicable) • Play Start/Walk Start • Frog Street Curriculum • Dual Language 50/50 model	-Teachers -Assistant Teachers	-Center Manager -Education Area Directors	-Daily August thru May (2016-2017)	-Weekly Lesson Plan -Classroom Monitoring Checklist

Hidalgo County Head Start Program

Education Department Program Plan

2016-2017

Performance Standard: 1304.21 (a)(1)(i)(ii)(iii)(iv)(v)

Goal: The HIDALGO COUNTY HEAD START PROGRAM ensures that all children gain social competence, skills and confidence necessary to be prepared to succeed in their present environment and with later responsibilities in school and life.
Objective: (i) To provide children with developmentally appropriate educational resources that address each child as an individual with different rates of development, interests, temperaments, languages, cultural backgrounds, and learning styles.

Task to be Accomplished	Person Responsible	Person Responsible for Monitoring	Projected Date of Completion	Documents or Forms
The classroom teacher prepares lesson plans to reflect activities that are developmentally appropriate and helps children learn to make choices in a given situation.	-Teachers -Assistant Teachers	-Center Manager -Education Area Directors	-Weekly August thru May (2016-2017)	Weekly Lesson Plans -Classroom Monitoring Checklist
The classroom teacher guides the children to become independent, promotes autonomy and encourages their social emotional development as a guide using the Head Start Early Leaning Outcomes Framework.	-Teachers -Assistant teachers	-Center Manager -Education Area Directors	-Daily August thru May(2016-2017)	-Weekly Lesson Plan -Classroom Monitoring Checklist

Performance Standard: 1304.21 (a)(1)(i)(ii)(iii)(iv)(v) (continued)

Goal: The HIDALGO COUNTY HEAD START PROGRAM ensures that all children gain social competence, skills and confidence necessary to be prepared to succeed in their present environment and with later responsibilities in school and life.
Objective: (i) To provide children with developmentally appropriate educational resources that address each child as an individual with different rates development, interests, temperaments, languages, cultural backgrounds, and learning styles.

Task to be Accomplished	Person Responsible	Person Responsible for Monitoring	Projected Date of Completion	Documents or Forms
The classroom teacher encourages and recognizes children's accomplishments by providing them with consistent and genuine positive praise and reinforcement.	-Teachers -Assistant Teachers	-Center Managers -Education Area Directors -Compliance/ Monitoring Director	-Daily August thru May(2016-2017)	-Classroom Monitoring Checklist
The classroom teacher makes modifications as necessary in order to ensure that all the activities are developmentally appropriate and help all the children to achieve success.	-Teachers -Assistant Teachers	-Center Managers -Education Area Directors	-Daily as needed August thru May (2016-2017)	-Classroom Monitoring Checklist

Hidalgo County Head Start Program

Education Department Program Plan

2016-2017

Performance Standard: 1304.21 (a)(1)(i)(ii)(iii)(iv)(v)

Goal: The HIDALGO COUNTY HEAD START PROGRAM ensures that all children gain social competence, skills and confidence necessary to be prepared to succeed in their present environment and with later responsibilities in school and life.
Objective: (ii) To include in the daily activities of all children, including children with disabilities and plan according to their individual needs and strengths.

Task to be Accomplished	Person Responsible	Person Responsible for Monitoring	Projected Date of Completion	Documents or Forms
The classroom teacher groups the children based on data gathered according to specific needs and levels of development. The teacher provides activities to help them grow and respond to their individual needs and strengths as needed.	-Teachers -Assistant Teachers	-Center Managers -Education Area Directors	-Daily August thru May(2016-2017)	-LAP-D Assessment -Weekly Lesson Plans -IEPs
The classroom teacher provides the children with individualized assistance during small group activity and throughout the day as needed to meet their specific needs.	-Teachers -Assistant Teachers	-Center Managers -Education Area Directors	-Daily August thru May(2016-2017)	-IEPs -LAP-D Individual Results -Weekly Lesson Plans

Performance Standard: 1304.21 (a)(1)(i)(ii)(iii)(iv)(v) (continued)

Goal: The HIDALGO COUNTY HEAD START PROGRAM ensures that all children gain social competence, skills and confidence necessary to be prepared to succeed in their present environment and with later responsibilities in school and life.
Objective: (ii) To include in the daily activities of all children, including children with disabilities and plan according to their individual needs and strengths.

Task to be Accomplished	Person Responsible	Person Responsible for Monitoring	Projected Date of Completion	Documents or Forms
The classroom teacher receives training on how to integrate special activities in their daily lesson plan to help address the needs of the children with disabilities. NOTE: Training focuses on the needs of the children who are visually or physically challenged, behavior management, and or any other condition identified by the CIP/IEP..	Directors from: -Staff Development -Special Services -Education Services	-Center Managers -Education Area Directors	-Pre-Services Training Aug. 2016 -In-Services Training for PY 2016-2017 -On-Site Training as needed	-Staff Training Logs -Staff Training Sign-In Roster -Training Agendas

Hidalgo County Head Start Program

Education Department Program Plan

2016-2017

Performance Standard: 1304.21 (a)(1)(i)(ii)(iii)(iv)(v)

Goal: The HIDALGO COUNTY HEAD START PROGRAM ensures that all children gain social competence, skills and confidence necessary to be prepared to succeed in their present environment and with later responsibilities in school and life.
Objective: (iii) To provide an environment for all children where they feel accepted and which supports and respects diversity, gender, culture, language, ethnicity, and family composition.

Task to be Accomplished	Person Responsible	Person Responsible for Monitoring	Projected Date of Completion	Documents or Forms
The classroom teacher interviews parents throughout the year to enhance and understand the cultural background of the children and families in the program. NOTE: Through interviews with the parents and the use of the "Suggestion Box" at the centers, parents are encouraged to share ideas, books, music, and foods relevant to their cultural background.	-Teachers	-Center Managers -Education Area Directors	-Pre Services Training Aug. 2016 -In-Services Training -On going as needed	-Training Logs -Training Sign In Roster -Training Agendas
The classroom teacher models courtesy and respect to all the children and responds to their individual self-concept needs for belonging in a group, and for developing a positive self-concept. NOTE: The teacher does this through the C.L.A.S.S. domain on emotional support.	-Teachers -Assistant Teachers	-Center Managers -Education Area Directors	-Pre Services Training Aug. 2016	-Classroom Monitoring Checklist -C.L.A.S.S. Observation Form

Performance Standard: 1304.21 (a)(1)(i)(ii)(iii)(iv)(v) (continued)

Goal: The HIDALGO COUNTY HEAD START PROGRAM ensures that all children gain social competence, skills and confidence necessary to be prepared to succeed in their present environment and with later responsibilities in school and life.
Objective: (iii) To provide an environment for all children where they feel accepted and which supports and respects diversity, gender, culture, language, ethnicity, and family composition.

Task to be Accomplished	Person Responsible	Person Responsible for Monitoring	Projected Date of Completion	Documents or Forms
The classroom teacher provides the children with opportunities throughout the day to come together as a group (circle time, group play iinteractions, etc.) to nurture their social and emotional skills.	-Teachers -Assistant Teachers	-Center Managers -Education Area Directors	-Daily As needed August thru May (2016-2017)	-Classroom Monitoring Checklist -Weekly Lesson Plans
The program selects and hires classroom teachers who meet Head Start qualifications & education and are sensitive and caring about cultural differences, and have knowledge in the area of Early Childhood Education.	-Human Resources Staff -H.S. Policy Council	-H. S. Program Director -Human Resources Staff -Education Area Directors	-On going as positions are needed	-Job Application -Resumes -Human Resources Files -Job Descriptions

Performance Standard: 1304.21 (a)(1)(i)(ii)(iii)(iv)(v) (continued)

Goal: The HIDALGO COUNTY HEAD START PROGRAM ensures that all children gain social competence, skills and confidence necessary to be prepared to succeed in their present environment and with later responsibilities in school and life.
Objective: (iii) To provide an environment for all children where they feel accepted and which supports and respects diversity, gender, culture, language, ethnicity, and family composition.

Task to be Accomplished	Person Responsible	Person Responsible for Monitoring	Projected Date of Completion	Documents or Forms
The program selects and hires classroom teachers who understand and speak the dominant language of the families and children.	-Human Resources Staff -H.S. Policy Council	-H.S. Program Director -Human Resources Staff -Education Area Directors	-On going as positions are needed (2016-2017)	-Job Application -Resumes -Human Resources Files
The classroom teacher provides lessons that include activities with materials, and story books that reflect equal opportunities for all children. NOTE: The activities are taken from the following: • Frog Street Curriculum • Planning Guide • C.I.R.C.L.E. • Other supplemental resources	-Teachers -Assistant Teachers	-Center Managers -Education Area Directors	-Daily August thru May (2016-2017)	-Weekly Lesson Plans

Performance Standard: 1304.21 (a)(1)(i)(ii)(iii)(iv)(v) (continued)

Goal: The HIDALGO COUNTY HEAD START PROGRAM ensures that all children gain social competence, skills and confidence necessary to be prepared to succeed in their present environment and with later responsibilities in school and life.
Objective: (iv) To provide, on a daily basis, a balanced program of child initiated and adult guided activities, including individual and group activities.

Task to be Accomplished	Person Responsible	Person Responsible for Monitoring	Projected Date of Completion	Documents or Forms
The classroom teacher plans and implements daily activities using developmentally appropriate activities from research based resources to provide a well-balanced program of instruction	-Teachers -Assistant Teachers	-Center Managers -Education Area Directors	-Daily August thru May (2016-2017)	-Classroom Monitoring Checklist -Weekly Lesson Plans
To enhance the quality of the instruction, the Program has provided the following Resources: • Frog Street Curriculum • Planning Guide • C.I.R.C.L.E. Manual • Journeys Early Literacy & Technology Program • Head Start Early Learning Outcomes Framework • Mental Health/Kindness Curriculum • Head Start Picturing America	-Teachers -Assistant Teachers	-Center Manager -Education Area Directors	-Daily August thru May (2016-2017)	-Curriculum and Resources

Performance Standard: 1304.21 (a)(1)(i)(ii)(iii)(iv)(v) (continued)

Goal: The HIDALGO COUNTY HEAD START PROGRAM ensures that all children gain social competence, skills and confidence necessary to be prepared to succeed in their present environment and with later responsibilities in school and life.
Objective: (iv) To provide, on a daily basis, a balanced program of child initiated and adult guided activities, including individual and group activities.

Task to be Accomplished	Person Responsible	Person Responsible for Monitoring	Projected Date of Completion	Documents or Forms
Teachers will be provided with professional Staff Development in the following areas: • Head Start Early Learning Outcomes Framework • CLASS Observation Tool • LAP-D Assessment Testing Data Analysis • Curriculum and Alignment • Frog Street Lessing Planning • Dual Language Learners • Teaching Practices/Strategies in Early Childhood Classrooms • Special Needs	-Education Area Directors	-Administrator for Education	-On-going (2016-2017)	-Training Sign-in Roster -Training Handouts

Performance Standard: 1304.21 (a)(1)(i)(ii)(iii)(iv)(v) (continued)

Goal: The HIDALGO COUNTY HEAD START PROGRAM ensures that all children gain social competence, skills and confidence necessary to be prepared to succeed in their present environment and with later responsibilities in school and life.
Objective: (iv) To provide, on a daily basis, a balanced program of child initiated and adult guided activities, including individual and group activities

Task to be Accomplished	Person Responsible	Person Responsible for Monitoring	Projected Date of Completion	Documents or Forms
New teachers and experienced teachers in need of assistance will be provided with training and technical assistance and support to ensure a high quality of instruction. The following opportunities will be provided: • Beginning Teacher Series • New Employees Orientation • NCQTL – Engaging Interactions and Environments In-service Suites • Practice Based Coaching (PBC) - Mentoring and Coaching Program	-Education Area Directors -Center Manager	-Administrator for Education	-On-going (2016-2017)	-Training Sign-in Roster -Training Handouts

Performance Standard: 1304.21 (a)(1)(i)(ii)(iii)(iv)(v) (continued)

Goal: The HIDALGO COUNTY HEAD START PROGRAM ensures that all children gain social competence, skills and confidence necessary to be prepared to succeed in their present environment and with later responsibilities in school and life.
Objective: (iv) To provide, on a daily basis, a balanced program of child initiated and adult guided activities, including individual and group activities.

Task to be Accomplished	Person Responsible	Person Responsible for Monitoring	Projected Date of Completion	Documents or Forms
The Weekly Lesson Plans reflect the following types of activities/opportunities: • Small group • Large group • Individualization • Child Initiated • Adult Initiated The daily schedule is flexible and allows for spontaneous learning, child initiated and teacher directed activities.	-Teachers -Assistant Teachers	-Center Managers -Education Area Directors	-Daily August thru May (2016-2017)	-Daily Schedule -Classroom Monitoring Checklist

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Performance Standard: 1304.21 (a)(1)(i)(ii)(iii)(iv)(v)

Goal: The HIDALGO COUNTY HEAD START PROGRAM ensures that all children gain social competence, skills and confidence necessary to be prepared to succeed in their present environment and with later responsibilities in school and life.
Objective: (v) To provide children with opportunities to independently use toilet facilities and to support/encourage children who need help with additional training in this area.

Task to be Accomplished	Person Responsible	Person Responsible for Monitoring	Projected Date of Completion	Documents or Forms
Upon entry to the center the classroom teacher introduces the children to the center environment including the location of the bathroom facilities.	-Teachers -Assistant Teachers	-Center Managers -Education Area Directors	-Upon enrollment of the children -Daily thereafter August thru May (2016-2017)	-N/A
The classroom teacher provides the children with a set schedule for bathroom routine.	-Teachers -Assistant Teachers	-Center Managers -Education Area Directors	-Daily August thru May (2016-2017)	-Classroom Daily Schedule

Performance Standard: 1304.21 (a)(1)(i)(ii)(iii)(iv)(v) (continued)

Goal: The HIDALGO COUNTY HEAD START PROGRAM ensures that all children gain social competence, skills and confidence necessary to be prepared to succeed in their present environment and with later responsibilities in school and life.
Objective: (v) To provide children with opportunities to independently use toilet facilities and to support/encourage children who need help with additional training in this area.

Task to be Accomplished	Person Responsible	Person Responsible for Monitoring	Projected Date of Completion	Documents or Forms
The classroom teacher reminds and encourages the children throughout the day to use toilet facilities when necessary.	-Teachers -Assistant Teachers	-Center Managers -Education Area Directors	-Daily August thru May (2016-2017)	-Classroom Daily Schedule
The classroom teacher meets with the parents about their child's toileting experiences recommending that a structured schedule be maintained at home.	-Teachers -Assistant Teachers	-Center Managers -Education Area Directors	-Upon enrollment of the children -Daily August thru May (2016-2017)	-Classroom Daily Schedule
The classroom teacher encourages the parents to dress the child in clothing that the child can easily manage.	-Teachers -Assistant Teachers	-Center Managers -Education Area Directors	-Upon enrollment of the children -Daily August thru May (2016-2017)	-Classroom Daily Schedule

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Performance Standard: 1304.21 (a)(2)(i)(ii)(iii)

Goal: The HIDALGO COUNTY HEAD START PROGRAM involves the parents in all aspects of their child's growth and development.

Objective: (i) To invite all parents to become involved in the development of the Program's Curriculum and Approach to Child Development and Education.

Task to be Accomplished	Person Responsible	Person Responsible for Monitoring	Projected Date of Completion	Documents or Forms
Classroom teachers involve parents in classroom activities that reflect the ethnic background of the children and families in the Program such as: • Special celebrations (Fall, Winter or Spring) • Preparing ethnic foods (Nutrition Contest) • Sharing music, stories, traditions, etc. • Art projects • Volunteering in the classroom and field trips	- Center Managers -Teachers -Assistant Teachers	-Center Managers -Education Directors	-August thru May (2016-2017)	-Volunteer Sign In Roster -Weekly Lesson Plans
Parents are encouraged to participate in the Education Department Program Planning Process by being part of the Advisory Committee.	-Education Department	-Administrator for Education	- April 2016	-Advisory Committee Minutes

Performance Standard: 1304.21 (a)(2)(i)(ii)(iii) (continued)

Goal: The HIDALGO COUNTY HEAD START PROGRAM involves the parents in all aspects of their child's growth and development.

Objective: (i) To invite all parents to become involved in the development of the Program's Curriculum and Approach to Child Development and Education.

Task to be Accomplished	Person Responsible	Person Responsible for Monitoring	Projected Date of Completion	Documents or Forms
The parents are encouraged to share their ideas, books, music, and foods that are relevant to their culture through interviews, the "Suggestion Box" at the center, during their participation in lesson planning, home visits, annual nutrition contest and during the scheduled Parents/Teacher Conferences.	-Center Managers -Teachers -Assistant Teachers	-Center Managers -Education Area Directors	-August thru May (2016-2017)	-Home Visit record -Parent / Teacher Conference Notes -Suggestion Box -Lesson Plan

Performance Standard: 1304.21 (a)(2)(i)(ii)(iii) (continued)

Goal: The HIDALGO COUNTY HEAD START PROGRAM involves the parents in all aspects of their child's growth and development.

Objective: (ii) To provide parents opportunities to increase their skills in observing children and to share information with staff that help in planning the learning experience for children.

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Task to be Accomplished	Person Responsible	Person Responsible for Monitoring	Projected Date of Completion	Documents or Forms
The classroom teacher prepares Take-Home activities for each child based on their individual needs. The activities are sent home to engage the parents to spend time with their child and help them to understand their child's academic development. These activities are an extension of the activities being implemented in the classroom's interdisciplinary unit of study and/or individualize activities based on assessments/observations.	-Teachers -Assistant Teachers	-Center Managers -Education Area Directors	-August thru May (2016-2017)	-Parent/ Child Take Home Activity Roster -Calendar of Activities

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Performance Standard: 1304.21 (a) (2)(i)(ii)(iii)

Goal: The HIDALGO COUNTY HEAD START PROGRAM involves the parents in all aspects of their child's growth and development.

Objective: (ii) To provide parents opportunities to increase their skills in observing children and to share information with staff that help in planning the learning experience for children.

Task to be Accomplished	Person Responsible	Person Responsible for Monitoring	Projected Date of Completion	Documents or Forms
Training is provided to parents through workshops, seminars, conferences, and through the use of community resources such as: WIC Program (Women, Infants and Children) helping them to better understand child growth and development.	Directors from -Family Services -Health Services -Disability Services -Mental Health Services -Education Services	-Center Managers -Education Area Directors	-August thru May as needed (2016-2017)	-Parent Training Sign-In Rosters -Parent Training Agendas
Trainings with parents and teachers are provided to help the parents understand and recognize developmental milestones of their children.	Directors from: -Family Services -Health Services -Disability Services -Mental Health Services -Education Services	-Center Managers -Education Area Directors	-August thru May as needed (2016-2017)	-Parent Training Sign-In Rosters -Parent Training Agendas

Performance Standard: 1304.21 (a) (2)(i)(ii)(iii) (continued)

Goal: The HIDALGO COUNTY HEAD START PROGRAM involves the parents in all aspects of their child's growth and development.

Objective: (ii) To provide parents opportunities to increase their skills in observing children and to share information with staff that help in planning learning experience for children.

Task to be Accomplished	Person Responsible	Person Responsible for Monitoring	Projected Date of Completion	Documents or Forms
Parents are provided with a bi-monthly Parent, Family and Community Engagement Framework (PFCEF) calendar of activities to enhance learning experiences at home.	-Teachers -Assistant Teachers	-Center Managers -Family Services Department -Education Department	-Ongoing	-PFCEF Calendar of Activities
The classroom teacher and the parents communicate regularly to discuss routines, children's behavior and developmental progress.	-Teachers -Assistant Teachers	-Center Managers -Education Area Directors	- August thru May as needed (2016-2017)	-Home Visits -Parent/ Teacher Conference Notes

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Performance Standard: 1304.21 (a) (2)(i)(ii)(iii) (continued)

Goal: The HIDALGO COUNTY HEAD START PROGRAM involves the parents in all aspects of their child's growth and development.

Objective: (ii) To provide parents opportunities to increase their skills in observing children and to share information with staff that help in planning learning experience for children.

Task to be Accomplished	Person Responsible	Person Responsible for Monitoring	Projected Date of Completion	Documents or Forms
The classroom staff encourages parents to become engaged by: • Observing children at home to help them understand their child's developmental needs • Collaborating (parent/teacher) and providing input to plan for the child's individual needs • Using the LAP-D Parent Reports to provide learning experiences in the classroom and at home • Volunteering in classrooms other than their children's classroom • Substituting at their centers	-Teachers -Assistant Teachers	-Center Managers -Education Area Director	-August thru May (2016-2017)	-Home Visits Forms -Conference Notes -Weekly Lesson Plans -Volunteer Folders

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Performance Standard: 1304.21 (a) (2)(i)(ii)(iii)

Goal: The HIDALGO COUNTY HEAD START PROGRAM involves the parents in all aspects of their child's growth and development.

Objective: (iii) To encourage parents to participate in staff parent conferences and home visits to discuss their child's development and education.

Task to be Accomplished	Person Responsible	Person Responsible for Monitoring	Projected Date of Completion	Documents or Forms
The classroom teacher conducts parent / teacher conferences three times a year and as needed to: • Inform parents of their child's progress and discuss results of any screening and assessment • Engage them in the development of their child's individual plan	-Teachers -Assistant Teachers	-Center Managers -Education Area Directors	-August thru May as needed (2016-2017)	-Parent Conference Form -Progress Report form -Weekly Lesson Plans
The classroom teacher conducts two (2) home visits to each child's home during the program year. These are done during the Fall and Spring semester. Additional home visits are done as needed throughout the program year.	-Teachers -Assistant Teachers	-Center Managers -Education Area Directors	-Within 90 days of enrollment and as needed	-Home Visit Form

Performance Standard: 1304.21 (a) (2)(i)(ii)(iii) (continued)

Goal: The HIDALGO COUNTY HEAD START PROGRAM involves the parents in all aspects of their child's growth and development.

Objective: (iii) To encourage parents to participate in staff parent conferences and home visits to discuss their child's development and education.

Task to be Accomplished	Person Responsible	Person Responsible for Monitoring	Projected Date of Completion	Documents or Forms
The parents are provided with training in child-rearing practices and parenting skills through the use of programs such as "Exploring Parenting" and other community resources which are available to the program.	-Family Services Director -Support Services Staff	-Family Services Director -Center Manager	-August thru May (2016-2017)	-Exploring Parenting Program

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Performance Standard: 1304.21 (a) (3)(i) (A)(B)(C)(D)(E) (ii)

Goal: The HIDALGO COUNTY HEAD START PROGRAM provdes for and support the social and emotional development of each child enrolled in the program.

Objective: (i) (A)(B)(C) To encourage development of trust, independence, and self-control that enhances each child's individual strengths.

Task to be Accomplished	Person Responsible	Person Responsible for Monitoring	Projected Date of Completion	Documents or Forms
The classroom teacher builds a trusting relationship with each child by: • Warm greetings • Using the child's name at all times • Communicating with the children in their primary language • Providing an environment that is safe and nurturing • Creating positive adult/child interaction	-Teachers -Assistant Teachers	-Center Managers -Education Area Directors	-Daily August thru May (2016-2017)	-Center Monitoring Form
The classroom teacher fosters independence by increasing children's understanding of themselves as individuals in relation to others and by allowing them to do for themselves as much as they can to enhance their self-help skills by: • Practicing family style serving where local health departments allow it • Using the "Helping Hands" and similar management charts in the classroom	-Teachers -Assistant Teachers	-Center Managers -Education Area Directors	-Daily August thru May (2016-2017)	-Center Monitoring Form

Performance Standard: 1304.21 (a) (3)(i) (A)(B)(C)(D)(E) (ii) (continued)

Goal: The HIDALGO COUNTY HEAD START PROGRAM provides for and support the social and emotional development of each child enrolled in the program.

Objective: (i) (A)(B)(C) To encourage development of trust, independence, and self-control that enhances each child's individual strengths.

Task to be Accomplished	Person Responsible	Person Responsible for Monitoring	Projected Date of Completion	Documents or Forms
The classroom teacher encourages self-control by setting clear, consistent limits, and establishing realistic expectations by: • Involving children in establishing classroom rules • Providing positive guidance and reinforcement • Establishing high expectations • Giving positive praise and encouragement • Implementing the P.B.S. (Positive Behavior Support) Strategies • Engaging in positive interactions between teachers and children in the CLASS domain of classroom organization	-Teachers -Assistant Teachers	-Center Managers -Education Area Directors	-Daily August thru May (2016-2017)	-Center Monitoring Form -P.B.S. forms -C.L.A.S.S. Observation Tool

Hidalgo County Head Start Program

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2016-2017

Performance Standard: 1304.21(a) (3)(i) (A)(B)(C)(D)(E)(ii)

Goal: The HIDALGO COUNTY HEAD START PROGRAM provides for and support the social and emotional development of each child enrolled in the program.

Objective: (i)(D)(E) To encourage development of respect for other's feelings and rights that enhances each child's individual strengths.

Task to be Accomplished	Person Responsible	Person Responsible for Monitoring	Projected Date of Completion	Documents or Forms
The classroom teacher encourages children to respect the feelings and rights of others by: • Showing respect to each child by listening and responding to individual needs, and addressing their peers by name. • Providing the children with the opportunity to come together as a group (circle time, outdoor play) to enhance their social emotional skills • Being positive role models by using please, thank you and excuse me • Targeting the domain of Emotional Support in C.L.A.S.S. • Using Positive Behavior Systems Strategies	-Teachers -Assistant Teachers	-Center Managers -Education Area Directors	-Daily August thru May (2016-2017)	-Center Monitoring Tool -Classroom Observation Tool -Abbreviated Form -C.L.A.S.S. Observation Tool

Performance Standard: 1304.21(a) (3)(i) (A)(B)(C)(D)(E)(ii) (continued)

Goal: The HIDALGO COUNTY HEAD START PROGRAM provides for and support the social and emotional development of each child enrolled in the program.

Objective: (i)(D)(E) To encourage development of respect for other's feelings and rights that enhances each child's individual strengths.

Task to be Accomplished	Person Responsible	Person Responsible for Monitoring	Projected Date of Completion	Documents or Forms
The classroom teacher supports and respects home language, culture and family composition of each child in ways that support the child's mental health and well- being by: • Presenting activities and concepts to children in their primary language • Ensuring that all materials and activities in the classroom reflect acceptance and support of the different composition and ethnic background of the families enrolled in the program • Supporting Cross-Cultural Responsiveness and Ethnic backgrounds	-Teachers -Assistant Teachers	-Center Managers -Education Area Directors	-Daily August thru May (2016-2017)	-Center Monitoring Form

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Performance Standard: 1304.21 (a) (3)(i)(A)(B)(C)(D)(E)(ii)

Goal: The HIDALGO COUNTY HEAD START PROGRAM provides for and support the social and emotional development of each child enrolled in the program.

Objective: (ii) To provide children with routines and transitional activities that occur on a timely, predictable and unrushed manner and that are developmentally appropriate.

Task to be Accomplished	Person Responsible	Person Responsible for Monitoring	Projected Date of Completion	Documents or Forms
The classroom teacher follows a daily schedule and provides consistent routines to ensure that the children know at all times what is happening in the classroom. A daily schedule with pictures is posted at children's eye level in each classroom.	-Teachers -Assistant Teachers	-Center Managers -Education Area Directors	-Daily August thru May(2016-2017)	-Daily Schedule
The classroom teacher continuously implements transitional songs based on unit of study to help children recognize signs of preparing for or completing a task. NOTE: This pertains to the C.L.A.S.S. domain of Classroom Organization.	-Teachers -Assistant Teachers	-Center Managers -Education Area Directors	-Daily August thru May (2016-2017)	-Daily Schedule -Weekly Lesson Plans -CL.A.S.S. Observation Tool

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Performance Standard: 1304.21 (a) (4)(i)(ii)(iii)(iv)

Goal: The HIDALGO COUNTY HEAD START PROGRAM provides for the development of each child's cognitive and language skills.

Objective: (i) To support each child in their learning by using various strategies including experimentation, inquiry, observation, play and exploration.

Task to be Accomplished	Person Responsible	Person Responsible for Monitoring	Projected Date of Completion	Documents or Forms
The teacher arranges learning centers, offers materials, provides time for children to participate in, and plans activities which are developmentally appropriate for children in the group to encourage: • Open ended questioning • Experimentation and exploration • Self/directed play and observation • Frequent conversations • Repetition and Extension activities • Social Development • Language Development Note: This pertains to the C.L.A.S.S. Domains	-Teachers -Assistant Teachers	-Center Managers -Education Area Directors	-Daily August thru May (2016-2017)	-Center Monitoring Form -Weekly Lesson Plans
The classroom teacher plans and carries out field trips which are relevant to the curriculum units and which encourage exploration and questioning.	-Teachers -Assistant Teachers	-Center Managers -Education Area Directors	-Fall and Spring	-Field Trip request form -Permission Slip

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Performance Standard: 1304.21 (a) (4)(i)(ii)(iii)(iv)

Goal: The HIDALGO COUNTY HEAD START PROGRAM provides for the development of each child's cognitive and language skills.

Objective: (ii) To provide children with opportunities for creative self-expression through activities such as art, music, movement and dialogue.

Task to be Accomplished	Person Responsible	Person Responsible for Monitoring	Projected Date of Completion	Documents or Forms
The teacher arranges the classroom into learning centers, provides materials that are readily available, and plans activities which are appropriate for the children's age and stage of development. The recommended Learning Centers are: • Math/Science • Pretend and Learn • Construction • Writing Center • Computer Center • Art Center • Library and Listening • Music Center Note: Depending on the classroom space, the number of learning centers will vary and will be rotated on a systematic schedule.	-Teachers -Assistant Teachers	-Center Managers -Education Area Directors	-Daily August thru May (2016-2017)	-Weekly Lesson Plans -Daily Schedule -Center Monitoring Form

Performance Standard: 1304.21 (a) (4)(i)(ii)(iii)(iv) (continued)

Goal: The HIDALGO COUNTY HEAD START PROGRAM provides for the development of each child's cognitive and language skills.

Objective: (ii) To provide children with opportunities for creative self-expression through activities such as art, music, movement and dialogue.

Task to be Accomplished	Person Responsible	Person Responsible for Monitoring	Projected Date of Completion	Documents or Forms
The teacher uses different types of music, and art media at learning centers, and other props to encourage the children to express their emotions, feelings, and creativity.	-Teachers -Assistant Teachers	-Center Managers -Education Area Directors	-Daily August thru May (2016-2017)	-Weekly Lesson Plans -Daily Schedule -Center Monitoring Form
The classroom teacher provides the children many opportunities to interact with each other and with other adults in the classroom through games, circle time, meals and outdoor play. Note: This pertains to the C.L.A.S.S. Domains	-Teachers -Assistant Teachers	-Center Managers -Education Area Directors	-Daily -August thru May (2016-2017)	-Weekly Lesson Plans -Daily Schedule -C.L.A.S.S. Observation Tool

Performance Standard: 1304.21 (a) (4)(i)(ii)(iii)(iv)

Goal: The HIDALGO COUNTY HEAD START PROGRAM provides for the development of each child's cognitive and language skills.

Objective: (iii) To promote interaction and language use among children and between children and adults.

Task to be Accomplished	Person Responsible	Person Responsible for Monitoring	Projected Date of Completion	Documents or Forms
The classroom teacher interacts with children in the learning centers, small/large group activities, during meals, and outdoor play to encourage social interaction and conversation among peers and other adults.	-Teachers -Assistant Teachers	-Center Managers -Education Area Directors	-Daily August thru May (2016-2017)	-Classroom Monitoring Form
The classroom teacher provides games, songs, stories, finger plays, letter wall activities, etc., with new and theme related words to help children increase their vocabulary development.	-Teachers -Assistant Teachers	-Center Managers -Education Area Directors	-Daily August thru May (2016-2017)	-Weekly Lesson Plans -Classroom Monitoring Form

Performance Standard: 1304.21 (a) (4)(i)(ii)(iii)(iv) (continued)

Goal: The HIDALGO COUNTY HEAD START PROGRAM provides for the development of each child's cognitive and language skills.

Objective: (iii) To promote interaction and language use among children and between children and adults.

Task to be Accomplished	Person Responsible	Person Responsible for Monitoring	Projected Date of Completion	Documents or Forms
The classroom teacher takes into account the dominant language of the children in her/his group when presenting activities and having conversations with them.	-Teachers -Assistant Teachers	-Center Managers -Education Area Directors	-Daily August thru May (2016-2017)	-Weekly Lesson Plans -Classroom Monitoring Form
The classroom teacher ensures that he/she and other adults in the classroom are implementing the indicators of language modeling such as: frequent conversation, language advance, open-ended questions, repetition and extension and self and parallel talk. Note: This pertains to the C.L.A.S.S. Domains	-Teachers -Assistant Teachers	-Center Managers -Education Area Directors	-Daily August thru May (2016-2017)	-Classroom Monitoring Form -C.L.A.S.S. Observation Form

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Performance Standard: 1304.21 (a) (4)(i)(ii)(iii)(iv)

Goal: The HIDALGO COUNTY HEAD START PROGRAM provides for the development of each child's cognitive and language skills.

Objective: (iv) To provide support for emergent literacy and numeracy development through materials and activities according to the developmental level of each child.

Task to be Accomplished	Person Responsible	Person Responsible for Monitoring	Projected Date of Completion	Documents or Forms
The classroom teacher encourages children to acquire letter and number recognition through the use of learning centers, letter wall, small & large group activities, labeling of children's cubbies and personal belongings.	-Teachers -Assistant Teachers	-Center Managers -Education Area Directors	-Daily August thru May (2016-2017)	-Weekly Lesson Plans -Center Monitoring Form
The classroom teacher provides a print rich environment by labeling furniture and items in the classroom; such as doors, shelves, chairs, in both English and Spanish (door-puerta, chair-silla).	-Teachers -Assistant Teachers	-Center Managers -Education Area Directors	-Daily August thru May (2016-2017)	-Early Literacy Checklist

Performance Standard: (1304.21 (a) (4)(i)(ii)(iii)(iv) (continued)

Goal: The HIDALGO COUNTY HEAD START PROGRAM provides for the development of each child's cognitive and language skills.

Objective: (iv) To provide support for emergent literacy and numeracy development through materials and activities according to the developmental level of each child.

Task to be Accomplished	Person Responsible	Person Responsible for Monitoring	Projected Date of Completion	Documents or Forms
The classroom teachers use the language experience approach to provide materials and opportunities for children to write and see their spoken words (chart tablets, writing center, labeling of children's work/creations, daily news and journals).	-Teachers -Assistant Teachers	-Center Managers -Education Area Directors	-Daily August thru May (2016-2017)	-Center Monitoring Form
The classroom teacher shares with the parents methods they can use around the home environment to encourage literacy and numeracy development through letters, phone calls, parent trainings, parent/child take home activities, and at monthly parent meetings. Note: This pertains to the C.L.A.S.S. Domains	-Teachers -Assistant Teachers	-Center Managers -Education Area Directors	-Daily August thru May (2016-2017)	-Parent/ Child Take Home Activities Form -C.L.A.S.S. Observation Form

Hidalgo County Head Start Program

Education Department Program Plan

2016-2017

Performance Standard: 1304.21 (a) (5)(i) (ii)(iii)

Goal: The HIDALGO COUNTY HEAD START PROGRAM ensures that each child's physical development is promoted.

Objective: (i) To provide time, indoor and outdoor space, equipment, materials, and adult guidance for active play and movement to support the development of each child's gross motor skills.

Task to be Accomplished	Person Responsible	Person Responsible for Monitoring	Projected Date of Completion	Documents or Forms
The daily schedule includes time for guided, independent, indoor, and outdoor activities for the development of gross motor skills. It is recommended to include outdoor play both in the morning and in the afternoon time. Some of the equipment used includes: climbing apparatuses, tricycles, swings, balance beams, musical instruments, etc.	-Teachers -Assistant Teachers	-Center Managers -Education Area Directors	-Daily August thru May (2016-2017)	-Weekly Lesson Plans -Center Monitoring Form -Daily Schedule
The classroom teacher is actively involved with the children during games and motor development activities to ensure a safe and active learning.	-Teachers -Assistant Teachers	-Center Managers -Education Area Directors	-Daily August thru May (2016-2017)	-Center Monitoring Form

Performance Standard: 1304.21 (a) (5)(i) (ii)(iii) (continued)

Goal: The HIDALGO COUNTY HEAD START PROGRAM ensures that each child's physical development is promoted.

Objective: (i) To provide time, indoor and outdoor space, equipment, materials, and adult guidance for active play and movement to support the development of each child's gross motor skills.

Task to be Accomplished	Person Responsible	Person Responsible for Monitoring	Projected Date of Completion	Documents or Forms
All the materials and equipment for both indoor and outdoor are carefully selected to ensure that the children's individual needs are met.	-Center Manager -Program Director -Assistant Program Director	-Center Managers -Education Area Directors -Assigned Administrator	-August thru May (2016-2017) as needed	-Training/ Technical Assistance and Support Check List

Performance Standard: 1304.21 (a) (5)(i)(ii)(iii) (continued)

Goal: The HIDALGO COUNTY HEAD START PROGRAM ensures that each child's physical development is promoted.

Objective: (i) To provide time, indoor, and outdoor space, equipment, materials, and adult guidance for active play and movement to support the development of each child's gross motor skills.

Task to be Accomplished	Person Responsible	Person Responsible for Monitoring	Projected Date of Completion	Documents or Forms
The classroom teacher arranges physical space both indoors and outdoors to allow the children to have room for activities such as: roll over, crawl, sit, walk, and exploration of new skills.	-Teachers -Assistant Teachers	-Center Managers -Education Area Directors	-Daily August thru May (2016-2017)	-Center Monitoring Form

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Performance Standard: 1304.21 (a) (5)(i)(ii)(iii)

Goal: The HIDALGO COUNTY HEAD START PROGRAM ensures that each child's physical development is promoted.

Objective: (ii) To provide time, space, equipment, materials, and adult guidance for the development of fine motor skills according to each child's development level.

Task to be Accomplished	Person Responsible	Person Responsible for Monitoring	Projected Date of Completion	Documents or Forms
The classroom teacher plans and provides developmentally appropriate activities for the children to encourage the use of their fine motor skills and eye/ hand coordination.	-Teachers -Assistant Teachers	-Center Managers -Education Area Directors	-Daily August thru May (2016-2017)	-Weekly Lesson Plans
The classroom teacher uses materials such as: lacing beads, lacing cards, puzzles, clay, scissors, dexterity boards, paper tearing, etc. with the children to develop and strengthen their fine motor skills. Note: This pertains to the C.L.A.S.S. domain of Classroom Organization.	-Teachers -Assistant Teachers	-Center Managers -Education Area Directors	-Daily August thru May (2016-2017)	-Weekly Lesson Plans

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Performance Standard: 1304.21 (a) (5)(i)(ii)(iii)

Goal: The HIDALGO COUNTY HEAD START PROGRAM ensures that each child's physical development is promoted.

Objective: (iii) To provide an appropriate environment and adult guidance for the participation of children with special needs.

Task to be Accomplished	Person Responsible	Person Responsible for Monitoring	Projected Date of Completion	Documents or Forms
The classroom teacher provides developmentally appropriate activities for children with special needs to encourage small muscle and eye-hand coordination using the Individual Education Plan (IEP).	-Teachers -Assistant Teachers	-Center Managers -Education Area Directors -Disability Services Director	-Daily August thru May(2016-2017)	-Weekly Lesson Plans
The classroom teacher uses materials such as, lacing beads, lacing cards, puzzles, clay, scissors, dexterity boards, paper tearing, etc., with special needs children to encourage fine motor development following recommendations from the IEP.	-Teachers -Assistant Teachers	-Center Managers -Education Area Directors -Disability Services Director	-Daily August thru May (2016-2017)	-Weekly Lesson Plans

Performance Standard: (1304.21 (a) (5)(i)(ii)(iii) (continued)

Goal: The HIDALGO COUNTY HEAD START PROGRAM ensures that each child's physical development is promoted.

Objective: (iii) To provide an appropriate environment and adult guidance for the participation of children with special needs.

Task to be Accomplished	Person Responsible	Person Responsible for Monitoring	Projected Date of Completion	Documents or Forms
The classroom teacher plans activities and uses strategies to include all children in social activities, encouraging them to participate in all or most activities as specified in the IEP.	-Teachers -Assistant Teachers	-Center Managers -Education Area Directors -Disability Services Director	-Daily -August thru May (2016-2017)	-Weekly Lesson Plans

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Performance Standard: 1304.21 (b)(1) (i)(ii)(iii), 1304.21 (b) (1)(i0(ii)(iii), 1304.21 (b) (1)(i)(ii)(iii), 1304.21 (b) (2) (i)(ii), 1304.21 (b)(2)(i)(ii), 1304.21 (b)(3)(i)(ii), 1304.21 (b) (3)(i)(ii)

Goal:

Objective:

Section 1304.21 (b) applies to the Infants & Toddlers Program.

AT THE PRESENT TIME THE HIDALGO COUNTY HEAD START PROGRAM DOES NOT OPERATE AN EARLY HEAD START PROGRAM.

Task to be Accomplished	Person Responsible	Person Responsible for Monitoring	Projected Date of Completion	Documents or Forms

Performance Standard: 1304.21 (c) (1) (i)(ii)(iii)(iv)(v)(vi)(vii)

Goal: The HIDALGO COUNTY HEAD START PROGRAM in collaboration with the parent/guardian develops and implements a comprehensive curriculum.

Objective: (i) To support each child's individual patterns of development and learning.

Task to be Accomplished	Person Responsible	Person Responsible for Monitoring	Projected Date of Completion	Documents or Forms
The classroom staff engages the parents in discussing information gathered from observations, physicals, screenings, assessments, etc. to plan for individual needs..	-Teachers -Assistant Teachers	-Center Managers -Education Area Directors	-Upon Enrollment (within 45 or 90 days) 2016-2017	-Physical Exams -Classroom Observation Notes Assessment Instrument (LAP-D, DECA)
The classroom staff observes the children during classroom activities and records progress and or changes. The data gathered is shared with parents during parent conferences, home visits, etc.	-Teachers -Assistant Teachers	-Center Managers -Education Area Directors	-Daily August thru May (2016-2017)	-Progress Notes -Home Visits -Parent/Teacher Conference Form

Performance Standard: 1304.21 (c) (1) (i)(ii)(iii)(iv)(v)(vi)(vii) (continued)

Goal: The HIDALGO COUNTY HEAD START PROGRAM in collaboration with the parent/guardian develops and implements a comprehensive curriculum.

Objective: (i) To support each child's individual patterns of development and learning.

Task to be Accomplished	Person Responsible	Person Responsible for Monitoring	Projected Date of Completion	Documents or Forms
The children are grouped according to their developmental level and are provided with activities to help them meet their educational needs. Parents are engaged in home activities that assist in their child's development.	-Teachers -Assistant Teachers	-Center Managers -Education Area Directors	-Daily August thru May(2016-2017)	-Weekly Lesson Plans -L.A.P.D. Reports L.A.P.D. Assessment Instrument

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Performance Standard: 1304.21 (c) (1)(i)(ii)(iii)(iv)(v)(vi)(vii)

Goal: The HIDALGO COUNTY HEAD START PROGRAM in collaboration with the parent/guardian develops and implements a comprehensive curriculum.

Objective: (ii) To provide for the development of cognitive skills of children by encouraging each child to organize their experiences, to understand concepts and to develop age appropriate skills in literacy, numeracy, reasoning, problem solving and decision making to form a foundation for school readiness.

Task to be Accomplished	Person Responsible	Person Responsible for Monitoring	Projected Date of Completion	Documents or Forms
The classroom teacher provides activities using games, beads, sorting materials, puzzles, etc., to increase the children's cognitive, language and literacy skills.	-Teachers -Assistant Teachers	-Center Managers -Education Area Directors	-Daily August thru May (2016-2017)	-Weekly Lesson Plans -C.L.A.S.S. Observation Tool
The classroom teacher provides activities and creative materials which promote and support children's individual needs and interests.	-Teachers -Assistant Teachers	-Center Managers -Education Area Directors	-Daily August thru May (2016-2017)	-Weekly Lesson Plans -C.L.A.S.S. Observation Tool

Performance Standard: 1304.21 (c) (1)(i)(ii)(iii)(iv)(v)(vi)(vii) (continued)

Goal: The HIDALGO COUNTY HEAD START PROGRAM in collaboration with the parent/guardian develops and implements a comprehensive curriculum.

Objective: (ii) To provide for the development of cognitive skills of children by encouraging each child to organize their experiences, to understand concepts and to develop age appropriate skills in literacy, numeracy, reasoning, problem solving and decision making to form a foundation for school readiness.

Task to be Accomplished	Person Responsible	Person Responsible for Monitoring	Projected Date of Completion	Documents or Forms
The classroom teacher uses developmentally appropriate strategies to encourage the children to learn concepts and skills in critical areas such as: science, social studies, language, literacy, numeracy, art, music/movement etc.	-Teachers -Assistant Teachers	-Center Managers -Education Area Directors	-Daily August thru May (2016-2017)	-Weekly Lesson Plan -C.L.A.S.S. Observation Tool
The classroom teachers are provided with guidance and training on effective questioning strategies to help children develop their higher level thinking skills. Note: This pertains to the C.L.A.S.S. domains of Classroom Organization and Instructional Support.	-Teachers -Assistant Teachers	-Center Managers -Education Area Directors	-Pre Service -In Services PY 2016-2017	-Training Agendas -Training Sign In Roster -C.L.A.S.S. Observation Tool

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Performance Standard: 1304.21(c) (1)(i)(ii)(iii)(iv)(v)(vi)(vii)

Goal: The HIDALGO COUNTY HEAD START PROGRAM in collaboration with the parent/guardian develops and implements a comprehensive curriculum.

Objective: (iii) To integrate all educational aspects of the health, nutrition, and mental health into the program activities.

Task to be Accomplished	Person Responsible	Person Responsible for Monitoring	Projected Date of Completion	Documents or Forms
The classroom teacher engages the parents in preparing the children for physical exams and all health related services using the following: • Home activities • Books about Health Professions like doctors, nurses, dentist, etc.; and • Materials in the dramatic area (nurses and doctors uniforms, lights, stethoscopes, etc).	-Teachers -Assistant Teachers	-Health Director -Center Managers -Education Area Directors	-August upon Enrollment (2016-2017)	-Weekly Lesson Plans (Special Events Section)

Performance Standard: 1304.21(c) (1)(i)(ii)(iii)(iv)(v)(vi)(vii) (continued)

Goal: The HIDALGO COUNTY HEAD START PROGRAM in collaboration with the parent/guardian develops and implements a comprehensive curriculum.

Objective: (iii) To integrate all educational aspects of the health, nutrition, and mental health into the program activities.

Task to be Accomplished	Person Responsible	Person Responsible for Monitoring	Projected Date of Completion	Documents or Forms
The classroom teacher implements weekly nutritional activities using the Head Start curricula. Once a month hands on nutrition activities are provided by our nutrition department.	-Teachers -Assistant Teachers	-Nutrition Director -Center Managers -Education Area Directors	-Weekly August thru May (2016-2017)	-Weekly Lesson Plans -Curriculum Calendar -Nutrition Curriculum
The classroom teacher uses the "Kindness Curriculum" to introduce children to values and promote positive character development.	-Teachers -Assistant Teachers	-Mental Health Coordinator -Center Managers -Education Area Directors	-Weekly August thru May (2016-2017)	-Weekly Lesson Plans -Curriculum Calendar -Kindness Curriculum

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Performance Standard: 1304.21 (c) (1)(i)(ii)(iii)(iv)(v)(vi)(vii)

Goal: The HIDALGO COUNTY HEAD START PROGRAM in collaboration with the parent/guardian develops and implements a comprehensive curriculum.

Objective: (iv) To ensure that the classroom environment helps children develop emotional security and confidence in social relationships.

Task to be Accomplished	Person Responsible	Person Responsible for Monitoring	Projected Date of Completion	Documents or Forms
The classroom teacher provides a positive learning environment that engages children in opportunities to help them develop social skills.	-Teachers -Assistant Teachers	-Center Managers -Education Area Directors	-Daily August thru May (2016-2017)	-Center Monitoring Form -C.L.A.S.S. Observation Form
The classroom teacher encourages a positive climate through developing friendships, respect and moral values. Polite language such as: thank you, excuse me, you're welcome, etc. encourages a positive climate. Note: This pertains to the C.L.A.S.S. domain of Emotional Support.	-Teachers -Assistant Teachers	-Center Managers -Education Area Directors	-Daily August thru May(2016-2017)	-Center Monitoring Form -C.L.A.S.S. Observation Form

Performance Standard: 1304.21 (c) (1)(i)(ii)(iii)(iv)(v)(vi)(vii) (continued)

Goal: The HIDALGO COUNTY HEAD START PROGRAM in collaboration with the parent/guardian develops and implements a comprehensive curriculum.

Objective: (iv) To ensure that the classroom environment helps children develop emotional security and confidence in social relationships.

Task to be Accomplished	Person Responsible	Person Responsible for Monitoring	Projected Date of Completion	Documents or Forms
The classroom teacher sets up learning centers with appropriate materials to facilitate problem solving skills in order to support children's interactive play. Note: This pertains to the C.L.A.S.S. domain of Classroom Organization.	-Teachers -Assistant Teachers	-Center Managers -Education Area Directors	-August thru May (2016-2017)	-Center Monitoring Form -C.L.A.S.S. Observation Form

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Performance Standard: 1304.21 (c) (1)(i)(ii)(iii)(iv)(v)(vi)(vii)

Goal: The HIDALGO COUNTY HEAD START PROGRAM in collaboration with the parent/guardian develops and implements a comprehensive curriculum.

Objective: (v) To enhance children's awareness of themselves as individuals and as a member of the group.

Task to be Accomplished	Person Responsible	Person Responsible for Monitoring	Projected Date of Completion	Documents or Forms
The classroom teacher conducts daily activities which are developmentally appropriate and helps the children develop their ability to make positive choices.	-Teachers -Assistant Teachers	-Center Managers -Education Area Directors	-Daily August thru May (2016-2017)	-Daily Schedule -Weekly Lesson Plans -C.L.A.S.S. Observation Form
The classroom teacher provides the children with opportunities to play and interact together during games and group activities to help them feel comfortable in the classroom environment and learn respect for adults and each other.	-Teachers -Assistant Teachers	-Center Managers -Education Area Directors	-Daily August thru May (2016-2017)	-Daily Schedule -Weekly Lesson Plans -Center Monitoring Form

Performance Standard: 1304.21 (c) (1)(i)(ii)(iii)(iv)(v)(vi)(vii) (continued)

Goal: The HIDALGO COUNTY HEAD START PROGRAM in collaboration with the parent/guardian develops and implements a comprehensive curriculum.

Objective: (v) To enhance children's awareness of themselves as individuals and as a member of the group.

Task to be Accomplished	Person Responsible	Person Responsible for Monitoring	Projected Date of Completion	Documents or Forms
The classroom teacher provides the children hands-on opportunities and activities where they can experience success and develop a sense of self-worth.	-Teachers -Assistant Teachers	-Center Managers -Education Area Directors	-Daily August thru May (2016-2017)	-Center Monitoring Form -C.L.A.S.S. Observation Form
The classroom teacher provides individual space for each child, labeled with their name, for their personal belongings. Note: This pertains to the C.L.A.S.S. domain of Emotional Support.	-Teachers -Assistant Teachers	-Center Managers -Education Area Directors	-Daily August thru May (2016-2017)	-Center Monitoring Form -C.L.A.S.S. Observation Form

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Performance Standard: 1304.21 (c) (1)(i)(ii)(iii)(iv)(v)(iv)(vii)

Goal: The HIDALGO COUNTY HEAD START PROGRAM in collaboration with the parent/guardian develops and implements a comprehensive curriculum.

Objective: (vi) To provide opportunities for each child to succeed and to develop feelings of competence, self-esteem and positive attitudes towards learning.

Task to be Accomplished	Person Responsible	Person Responsible for Monitoring	Projected Date of Completion	Documents or Forms
The classroom teacher provides the children with a safe and healthy risk-free learning environment where the children are comfortable and happy.	-Teachers -Assistant Teachers	-Center Managers -Education Area Directors	-Daily August thru May (2016-2017)	-Center Monitoring Form -C.L.A.S.S. Observation Form
The classroom teacher provides the children with consistent and positive praise to foster their self-esteem. Note: This pertains to the C.L.A.S.S. domain of Emotional Support.	-Teachers -Assistant Teachers	-Center Managers -Education Area Directors	-Daily August thru May (2016-2017)	-Center Monitoring Form -C.L.A.S.S. Observation Form

Performance Standard: 1304.21 (c) (1)(i)(ii)(iii)(iv)(v)(iv)(vii) (continued)

Goal: The HIDALGO COUNTY HEAD START PROGRAM in collaboration with the parent/guardian develops and implements a comprehensive curriculum.

Objective: (vi) To provide opportunities for each child to succeed and to develop feelings of competence, self-esteem and positive attitudes towards learning.

Task to be Accomplished	Person Responsible	Person Responsible for Monitoring	Projected Date of Completion	Documents or Forms
The classroom teacher adjusts the curriculum in order to meet the needs of all children. Note: This pertains to the C.L.A.S.S. domain of Classroom Organization.	-Teachers -Assistant Teachers	-Center Managers -Education Area Directors	-Daily August thru May (2016-2017)	-Weekly Lesson Plans -Child's Individual Plan -C.L.A.S.S. Observation Form
Parents are provided with opportunities to attend parent sessions which address strategies to help their children develop competence, self-esteem and a positive learning attitude.	-Facilitators/Support Service Assistants -Center Managers	-Family Services Director -Education Area Directors	-Monthly 2016-2017 and as needed	-Exploring Parenting Program -Center Committee Agendas

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Performance Standard: 1304.21 (c) (1)(i)(ii)(iii)(iv)(v)(vi)(vii)

Goal: The HIDALGO COUNTY HEAD START PROGRAM in collaboration with the parent/guardian develops and implements a comprehensive curriculum.

Objective: (vii) To provide individual and small group experiences both for indoor and outdoor.

Task to be Accomplished	Person Responsible	Person Responsible for Monitoring	Projected Date of Completion	Documents or Forms
The classroom teacher arranges the learning environment into identifiable centers to give children the opportunity to work in small groups and independently.	-Teachers -Assistant Teachers	-Center Managers -Education Area Directors	-Daily August thru May (2016-2017)	-Daily Schedule -Weekly Lesson Plans -C.L.A.S.S. Observation Form
The classroom teacher allows for time in his/her daily schedule for small, large and independent groups, which give children the opportunity to share ideas, materials and to help each other.	-Teachers -Assistant Teachers	-Center Managers -Education Area Directors	-Daily August thru May (2016-2017)	-Daily Schedule -Weekly Lesson Plans -C.L.A.S.S. Observation Form

Performance Standard: 1304.21 (c) (1)(i)(ii)(iii)(iv)(v)(vi)(vii) (continued)

Goal: The HIDALGO COUNTY HEAD START PROGRAM in collaboration with the parent/guardian develops and implements a comprehensive curriculum.

Objective: (vii) To provide individual and small group experiences both for indoor and outdoor.

Task to be Accomplished	Person Responsible	Person Responsible for Monitoring	Projected Date of Completion	Documents or Forms
The classroom teacher plans and carries out activities during outdoor play p.m. using playground equipment for the children to use independently or as a group.	-Teachers -Assistant Teachers	-Center Managers -Education Area Directors	-Daily August thru May (2016-2017)	-Daily Schedule -Weekly Lesson Plans

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Performance Standard: 1304.21 (c) (2)

Goal: The HIDALGO COUNTY HEAD START PROGRAM utilizes a variety of strategies to promote and support children's learning and developmental progress.

Objective: To provide children with activities and experiences to enhance their growth and development.

Task to be Accomplished	Person Responsible	Person Responsible for Monitoring	Projected Date of Completion	Documents or Forms
The classroom teacher uses a variety of screening/assessment instruments, progress notes, observation notes, and individual plans to support the children's learning and developmental progress (LAP-D Assessments: Pre, Mid, Post; DECA, and on-going observations).	-Teachers -Assistant Teachers	-Center Managers -Education Area Directors	-Within 45/90 Days of Enrollment -On going as needed (2016-2017)	-LAP-D Assessment/ Tool Reports -Child's Individual Plan -Classroom Observation Notes -Progress Notes -Progress Reports -Student Portfolios -DECA

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Performance Standard: 1310.21 (a)

Goal: The HIDALGO COUNTY HEAD START PROGRAM ensures that all parents and the children are trained in pedestrian safety within 30 days of enrollment.

Objective: To provide training opportunities to parents and children in the program which emphasize the importance of learning pedestrian safety.

Task to be Accomplished	Person Responsible	Person Responsible for Monitoring	Projected Date of Completion	Documents or Forms
The classroom teacher provides the parents, including parents of children with special needs, with comprehensive information and training on pedestrian safety in orientation meetings during the months of August and September. Activities are provided throughout the year as needed for field trips or follow ups.	-Transportation Personnel Assisted by -Education Area Directors -Teachers -Assistant Teachers	-Transportation Director -Education Area Directors	-30 days of Enrollment 2016-2017 -(as needed thereafter)	-Transportation Acknowledgment Form -Sign-In Roster -Training Agendas
The classroom teacher provides activities for the children, including children with special needs, to help them learn pedestrian safety. This is completed within 30 days of enrollment.	-Teachers -Assistant Teachers	-Center Managers -Transportation Director -Education Area Directors	-30 days of enrollment 2016-2017 (as needed thereafter)	-Weekly Lesson Plan -Transportation/ Pedestrian Acknowledgment Form

Performance Standard: 1304.21 (b)

Goal: The HIDALGO COUNTY HEAD START PROGRAM ensures that all the children (including special needs children) have opportunities to learn procedures, gain skills and confidence in riding the bus safely.
Objective: To provide all children (including children with special needs) with opportunities to learn bus safety procedures.

Task to be Accomplished	Person Responsible	Person Responsible for Monitoring	Projected Date of Completion	Documents or Forms
The classroom teacher provides all children, including children with special needs, with activities to learn bus safety procedures.	-Teachers -Assistant Teachers	-Center Managers -Transportation Director -Education Area Director	-30 days of enrollment 2016-2017 -as needed thereafter	-Transportation Pedestrian Acknowledgment Form
The classroom teacher and bus driver provide the following training to all children, including children with special needs: • Safe riding practices • Procedures for safely boarding the bus • Procedures for safely crossing the street to and from bus stop • Recognize danger zones around the bus • Procedures for emergency evacuation of the bus	-Teachers -Assistant Teachers -Bus Driver	-Center Managers -Transportation Director -Education Area Directors	-30 days of enrollment 2016-2017 -as needed thereafter	-Transportation Pedestrian Acknowledgment Form

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Performance Standard: 1310.21 (c)

Goal: The HIDALGO COUNTY HEAD START PROGRAM provides training for all the parents (including parents of children with special needs) on bus safety.

Objective: To ensure that all parents (including parents of children with special needs) know and understand procedures for bus safety.

Task to be Accomplished	Person Responsible	Person Responsible for Monitoring	Projected Date of Completion	Documents or Forms
All parents, including parents of children with special needs, are provided with information on the importance of escorting their child to and from the bus stop. This information is shared with parents during parent orientation at the beginning of the school year. Children are introduced to transportation and pedestrian safety booklet within the first two weeks of school.	-Teachers -Center Managers	-Center Managers -Education Area Directors	-30 days of Enrollment 2016-2017 (as needed thereafter)	-Transportation Pedestrian Acknowledgment Form
The classroom teacher encourages all parents to reinforce safety practices in both Head Start Centers and at home.	-Teachers -Assistant Teachers	-Center Managers -Education Area Directors	-On-going throughout PY 2016-2017	--Transportation Pedestrian Acknowledgment Form

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Performance Standard: 1310.21 (d) (e)

Goal: The HIDALGO COUNTY HEAD START PROGRAM provides the children with opportunities to participate in emergency evacuation drills.

Objective: The children are involved in developmentally appropriate activities to help them learn and participate in emergency evacuation drills.

Task to be Accomplished	Person Responsible	Person Responsible for Monitoring	Projected Date of Completion	Documents or Forms
The classroom teacher engages children, including children with special needs, in emergency evacuation drills throughout the program year.	-Center Managers -Teachers -Assistant Teachers	-Administrative Staff -Education Area Directors -Compliance Monitoring Director	-Every 3 months (severe weather) -Fire Drills Monthly (2016-2017)	-Fire Safety Form
The classroom teacher includes activities in their weekly plans to reinforce safety procedures to all children, including children with special needs.	-Teachers -Assistant Teachers	-Center Managers -Education Area Directors	-Weekly (2016-2017)	-Weekly Lesson Plans

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Performance Standard: 1304.51 (i) (2)

Goal: The HIDALGO COUNTY HEAD START PROGRAM establishes and implements procedures for on-going monitoring of education and early childhood development services to ensure effective implementation of Federal Regulations.

Objective: To ensure the Educational aspects of the Program are effectively implemented following Federal Regulations.

Task to be Accomplished	Person Responsible	Person Responsible for Monitoring	Projected Date of Completion	Documents or Forms
The Education Department staff will participate in the Program's annual self-assessment.	-Education Staff	-Executive Program Director -Assistant Program Directors -Policy Council	-PY 2016-2017 (as scheduled In the Program's Calendar)	-Protocol For the 2016-2017 Federal Review
The classroom teacher uses the following procedures to ensure the ongoing monitoring of Education and Early Childhood Development Services: • Language Survey - This survey is completed upon entrance to the program and ensures that each child's primary language is identified. • Learning Accomplishment Profile-Diagnostic (LAP-D) - This assessment is used to assess the strengths and needs of each child in five critical areas of child development three times a year	-Education Staff	-Program Director -Assistant Program Director -Education Staff	-On-Going PY (2016-2017)	-Language Survey Form -LAP-D Individual Reports -Parent/ Teacher Conference Forms -Progress Notes

Performance Standard: 1304.51 (i) (2) (continued)

Goal: The HIDALGO COUNTY HEAD START PROGRAM establishes and implements procedures for on-going monitoring of education and early childhood development services to ensure effective implementation of Federal Regulations.
Objective: To ensure the Educational aspects of the Program are effectively implemented following Federal Regulations.

Task to be Accomplished	Person Responsible	Person Responsible for Monitoring	Projected Date of Completion	Documents or Forms
• Parent/Teacher Conferences/Child Individual Plan – After the LAP-D Assessment is completed, and results generated, a conference is held with the parents / guardians. The teacher discusses outcomes to develop an individual plan to assist the needs of all children • Progress Notes – Progress Notes are based on assessments, screenings and observations and are documented every two weeks • Home Visits – Home visits are conducted by the teacher twice a year or as needed • Lesson Plans/CIPs – Weekly Lesson Plans/CIP's are prepared by the classroom teacher to guide instruction.				-Home Visit Form -Lesson Plans

Performance Standard: 1304.51 (i)(2) (continued)

Goal: The HIDALGO COUNTY HEAD START PROGRAM establishes and implements procedures for on-going monitoring of education and early childhood development services to ensure effective implementation of Federal Regulations.
Objective: To ensure the Educational aspects of the Program are effectively implemented following Federal Regulations.

Task to be Accomplished	Person Responsible	Person Responsible for Monitoring	Projected Date of Completion	Documents or Forms
The Education Department staff uses the following procedures to ensure the monitoring of services: • Observation/Feedback Form is used to ensure effective interactions • Program Compliance Monitoring Instrument • On-site Training and Technical Assistance/Support • CLASS	-Administrative Team -Education Area Director	-Program Director -Assistant Program Director	-On-Going FY (2016-2017)	-Compliance Monitoring Form -Lesson Plans -On-Site Training and Technical Assistance/ Checklist -CLASS

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Performance Standard: 1307.3 (b)(1) (i-iii)

Goal: The HIDALGO COUNTY HEAD START PROGRAM engages in a process to align its school readiness goals with the Head Start Early Learning Outcomes Framework, Texas Pre-K Guidelines, and the requirements and expectations of the schools the children will attend as they apply to children participating in the Early Head Start or Head Start program and with consultation with the parents of the children participating in the program.
Objective: To align the required documents as specified by Office of Head Start and communicate the purpose and rationale to the staff.

Task to be Accomplished	Person Responsible	Person Responsible for Monitoring	Projected Date of Completion	Documents or Forms
Center staff receives an up-dated alignment document consisting of: • Texas Pre-K Guidelines (2015) • Head Start Early Learning Outcomes Framework • Frog Street Pre-K Curriculum • Resources – Picturing America, Kindness Curriculum, Nutrition School Readiness Goals are established based on most recent available data to meet the needs of the program.	-Education Staff -Center Managers -Center Classroom Staff	-Program Director -Assistant Program Director -Education Staff	-On-Going FY (2016-2017)	-Curriculum and Resources Alignment Guide

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Performance Standard: 1307.3 (b)(2)(i-ii)

Goal: The HIDALGO COUNTY HEAD START PROGRAM will monitor children's progress through different sources to meet School Readiness goals, and communicate progress.

Objective: To analyze and aggregate data to continuously ensure children's progress in the areas designated by the Head Start Early Learning Outcomes Framework and inform parents and community of progress.

Task to be Accomplished	Person Responsible	Person Responsible for Monitoring	Projected Date of Completion	Documents or Forms
The School Readiness Data is used: The program monitors formal and informal assessments, Child Individual Plans (CIP), Learning Accomplishment Profile-Diagnostic (LAP-D) data by implementing the following strategies: • Children are assessed three times a year using LAP-D • Spanish dominant children are also assessed in the area of English Language Development. • Child's Individual report is shared with parents through a parent/teacher conference three times a year after each assessment. • LAP-D data is analyzed to identify areas of strengths and areas of need by subgroups (program, center, classroom, individual children, and children with disabilities). • A Plan of Action is developed by Center Manager and teacher addressing areas of need	-Education Staff -Center Managers -Center Classroom staff	-Program Director -Assistant Program Director -Administrative Team -Education Staff -Center Managers	-On-Going FY (2016-2017)	LAP-D Reports Progress Notes Progress Report DECA

Performance Standard: 1307.3 (b)(2)(i-ii) (continued)

Goal: The HIDALGO COUNTY HEAD START PROGRAM will monitor children's progress through different sources to meet School Readiness goals, and communicate progress.
Objective: To analyze and aggregate data to continuously ensure children's progress in the areas designated by the Head Start Early Learning Outcomes Framework and inform parents and community of progress

Task to be Accomplished	Person Responsible	Person Responsible for Monitoring	Projected Date of Completion	Documents or Forms
• With parent input, a CIP is developed to individualize experiences, instructional strategies, and services to meet the needs of each child. • Data from speech screeners, special services and Devereux Early Childhood Assessment (DECA) are gathered to make informed decisions on children's progress.	- Classroom Staff	-Program Director -Assistant Program Director -Administrative Team -Education Staff -Center Managers	-On-Going FY(2016-2017)	-Analysis of LAP-D Scores -Speech Screener -DECA -CIP -IEP

Performance Standard: 1307.3 (b)(2)(i-ii) (continued)

Goal: The HIDALGO COUNTY HEAD START PROGRAM will monitor children's progress through different sources to meet School Readiness goals, and communicate progress.

Objective: To analyze and aggregate data to continuously ensure children's progress in the areas designated by the Head Start Early Learning Outcomes Framework and inform parents and community of progress

Task to be Accomplished	Person Responsible	Person Responsible for Monitoring	Projected Date of Completion	Documents or Forms
The program monitors informal assessments CIP's,and CLASS data by implementing the following strategies: • Analysis of school readiness data is continuously revisited to assess the effectiveness of curriculum, instruction, professional development, program design and program decisions. • Information is shared with parents, community and Policy Council. • CLASS data is analyzed assuring reliability and Teachers in need of assistance in a particular Domain(s) are identified and; • A plan of action is developed by Center Manager and Teacher addressing areas of need.	-Education Staff -Center Managers -Center Classroom Staff	-Program Director -Assistant Program Director -Administrative Team -Education Staff -Center Managers	-On-Going FY(2016-2017)	-Analysis of LAP-D Scores -CLASS Reports -Classroom Observation Abbreviated Form -Policy Council Agenda

Hidalgo County Head Start Program

Education Department Program Plan

2016-2017

Performance Standard: 1307.3 (c)(1)(i)(ii)(iii)

Goal: The HIDALGO COUNTY HEAD START PROGRAM engages in ensuring that an average score across all classrooms do not fall below the minimum thresholds on any of the CLASS domains.
Objective: To communicate to all parties involved in the C.L.A.S.S. observation tool and classroom strategies ensuring that the program does not fall below the Standards of Excellence.

Task to be Accomplished	Person Responsible	Person Responsible for Monitoring	Projected Date of Completion	Documents or Forms
Training for center managers, classroom staff and directors is scheduled so that staff has full understanding of the Domains, Dimensions, Indicators and Behavior Markers of the C.L.A.S.S. instrument Training on Domains and teaching strategies to support each area is scheduled as needed. Staff is informed of the Office of Head Start National Average Scores and strives to maintain on exceed the scores. • Emotional Support™ Score of 6.03 • Classroom Organization™ Score of 5.80 • Instructional Support™ Score of 2.88	-Education Staff -Center Managers -Center Classroom Staff	-Program Director -Assistant Program Director	-On-Going FY (2016-2017)	-CLASS Tool

Performance Standard: 1307.3 (c)(1)(i)(ii)(iii) (continued)

Goal: The HIDALGO COUNTY HEAD START PROGRAM engages in ensuring that an average score across all classrooms do not fall below the minimum thresholds on any of the CLASS domains.
Objective: To communicate to all parties involved in the C.L.A.S.S. observation tool and classroom strategies ensuring that the program does not fall below the Standards of Excellence.

Task to be Accomplished	Person Responsible	Person Responsible for Monitoring	Projected Date of Completion	Documents or Forms
OHS CLASS Descriptive Statistics, 2015 National Grantee-Level Scores by Domain Domain / Mean / Standard Deviation / Minimum / Maximum Emotional Support: 6.03 / 0.28 / 4.96 / 6.91 Classroom Organization: 5.80 / 0.36 / 4.69 / 6.65 Instructional Support: 2.88 / 0.54 / 1.59 / 5.71 Exceptional Quality: Standard of Excellence Score is 6 in all Domains.	-Education Staff	-Program Director -Assistant Program Director -Administrator for Educations -Administrator for Education		

Performance Standard: 1307.3 (c)(1)(i)(ii)(iii) (continued)

Goal: The HIDALGO COUNTY HEAD START PROGRAM engages in ensuring that an average score across all classrooms do not fall below the minimum thresholds on any of the CLASS domains.
Objective: To communicate to all parties involved in the C.L.A.S.S. observation tool and classroom strategies ensuring that the program does not fall below the Standards of Excellence.

Task to be Accomplished	Person Responsible	Person Responsible for Monitoring	Projected Date of Completion	Documents or Forms
To reach Standards of Excellence, the Hidalgo County Head Start Program: • Continues to monitor using aggregated data assuring success in all systems and programs being implemented. • Staff Development planning will be utilized based on results analysis and teacher trainings will be focused and intentional.	-Education Staff	-Administrator for Education		

Family Services Plan

Hidalgo County
Head Start Program

Family and Community Partnerships
Family Services Program Plan
2016 – 2017

Advisory Committee Approval: 04.28.16
Policy Council Approval:
Commissioners' Court Approval:

HIDALGO COUNTY HEAD START PROGRAM
FAMILY and COMMUNITY PARTNERSHIPS PROGRAM PLANS
PROGRAM YEAR 2016 - 2017

Performance Standard C. F. Regulation: 1304.40 (a) (1) ***Family Goal Setting***

Goal: ***To establish mutual trust with families and to identify family goals, strengths, and necessary services and other supports.***

Objective: ***To enable parents to interact with staff and develop one-on-one relationships.***

Task To Be Accomplished	Person Responsible	Responsible To Monitor	Projected Date of Completion	Documents or Forms
The program will establish positive relationships with families. Privacy issues and confidentiality policies are maintained. All staff is required to sign the confidentiality policy as acknowledgment of understanding and adherence.	All Head Start Staff	Personnel Officer Area Directors Family Services Director	Upon Entering Employment Status Ongoing	Confidentiality Policy Personnel File
Staff will allow the necessary time to establish a partnership with families, taking into account individual, cultural, ethnic and family values. All staff will respect the sensitivity to parents' rights to share information.	Teachers Center Managers Support Services Facilitators and Support Services Assistants	Area Directors Family Services Director Executive Team	Daily	Pre-Service Training Staff Development Workshops
Early and frequent interaction activities will take place in order to provide families with a comfortable environment for building trust. Activities include.... Enrollment & Health Fairs Volunteer Observer Opportunities Orientation Training — Parent Committee Meetings Open House — Parent-Staff Conferences Home Visits — Scheduled Parent Workshops Volunteer Training — Parent Fair Parent Leadership Training	Teachers Center Managers Support Services Facilitators, and Support Services Assistant	Area Directors Family Services Director Executive Team	Daily Ongoing	HCHS Program Calendar

HIDALGO COUNTY HEAD START PROGRAM
FAMILY and COMMUNITY PARTNERSHIPS PROGRAM PLANS
PROGRAM YEAR 2016 – 2017

Performance Standard C.F. Regulation: ***1304.40 (a) (2) (3) Family Goal Setting***

Goal: ***To establish mutual trust with families and to identify family goals, strengths, and necessary services and other supports.***

Objective: ***To develop and implement an individualized Family Partnership Agreement with all Head Start families.***

Task To Be Accomplished	Person Responsible	Responsible To Monitor	Projected Date of Completion	Documents or Forms
(1). The Family Partnership Agreement process will be initiated as early as possible after enrollment, taking into account the family's readiness and willingness to participate in the process.	Center Managers, Support Services Facilitators, and Support Services Assistants	Area Directors Family Services Director Family Services Coordinators	Within 90 Days After Enrollment Follow-up Ongoing	Family Needs & Strengths Assessment Family Partnership Agreement
(2). The Family Partnership Agreement will offer parents opportunities to develop family goals and outline responsibilities, timetables and strategies for the progress and achievement of these goals.	Center Managers, Support Services Facilitators, and Support Services Assistants	Area Directors Family Services Director Family Services Coordinators	Follow-up Ongoing	Family Partnership Agreement
(3). During the implementation of the Family Partnership Agreement, families will be asked if any preexisting family plans have been developed between other programs. If such a plan exists, a request for the release of information form will be initiated, in order to avoid duplication and to coordinate, to the extent possible, with families and other agencies.	Center Managers, Support Services Facilitators, and Support Services Assistants	Area Directors Family Services Director Family Services Coordinators	Follow-up Ongoing	Family Needs & Strengths Assessment Family Partnership Agreement

HIDALGO COUNTY HEAD START PROGRAM
FAMILY and COMMUNITY PARTNERSHIPS PROGRAM PLANS
PROGRAM YEAR 2016 – 2017

Performance Standard C.F. Regulation: ***1304.40 (a) (4) (5) Family Goal Setting***

Goal: ***To establish mutual trust with families and to identify family goals, strengths, and necessary services and other supports.***

Objective: ***To develop and implement an individualized Family Partnership Agreement with all Head Start families.***

Task To Be Accomplished	Person Responsible	Responsible To Monitor	Projected Date of Completion	Documents or Forms
(4). A variety of opportunities for interaction with parents will be provided throughout the year, such as... Family Partnership Agreement Meetings Parent Committee Meetings Parent Workshops Volunteer Training Socialization Programs Parent Conference Exploring Parenting - Parent Curriculum Training Parent Fair	Center Managers Support Services Facilitators and Support Services Assistants	Area Directors Family Services Director	August thru May	Family Partnership Agreement Family Services Procedures Manual HCHS Program Calendar
(5). The Family Partnership Agreement and other meetings with families, will take place in the language of their choice. Special emphasis will be placed on respecting each family's diversity, and cultural and ethnic background.	Teachers Center Managers Support Services Facilitators and Support Services Assistants	Area Directors Family Services Director Executive Team	August thru May Daily	Family Partnership Agreement Parent Conferences Parent Committee Meetings Parent Workshops

HIDALGO COUNTY HEAD START PROGRAM
FAMILY and COMMUNITY PARTNERSHIPS PROGRAM PLANS
PROGRAM YEAR 2016 – 2017

Performance Standard C.F. Regulation: 1304.40 (b) (1) (i, ii, iii) ***Accessing Community Services and Resources***

Goal: ***To be responsive and understanding to families' needs and assist them in developing their own goals.***
Objective: ***To work collaboratively with all Head Start parents and other agencies to identify and access services and resources through direct services or referrals.***

Task To Be Accomplished	Person Responsible	Person Responsible To Monitor	Projected Date of Completion	Documents or Forms
(i) Emergency and/or crisis assistance will be made accessible & available to all families in need through referrals or other resources and services. • HCSHP Community Resource Directory • Emergency Assistance Program - Policy Council Sponsored Fund	Teachers Center Managers Support Services Facilitators and Support Services Assistants	Family Services Staff Family Services Director and Coordinators	Ongoing August thru May	Referral Form Follow-up Form Community Resource Directory
(ii) Parents are given opportunities to participate and/or given information on programs in the areas of substance abuse, child abuse and neglect, and domestic violence. • Parent Workshops • Parent Committee Meetings • Counseling Referrals • Parent Support Groups - Mental Health Collaboration • Parent Fair/Conference	Support Services Facilitators and Support Services Assistants Mental Health Coordinator	Area Directors Family Services Director Mental Health Services Coordinator	Ongoing August thru May	HCHS Program Calendar Referral Form
(iii) The Hidalgo County Head Start Program maintains partnership agreements with agencies that offer classes in the areas of ESL, ABE, GED, and Job Readiness and refers parents to the appropriate agency. The Program has established a Partnership Agreement with Texas Workforce Solutions to collaborate for additional services to parents.	Teachers Center Managers Support Services Facilitators and Support Services Assistants	Transition/Community Partnerships Director Area Directors Family Services Director	Ongoing August thru May	Referral Form Texas Workforce Solutions Partnership Agreement

HIDALGO COUNTY HEAD START PROGRAM
FAMILY and COMMUNITY PARTNERSHIPS PROGRAM PLANS
PROGRAM YEAR 2016 – 2017

Performance Standard C.F. Regulation: 1304.40 (b) (2) ***Accessing Community Services and Resources***

Goal: ***To be responsive and understanding to families' needs and assist them in developing their own goals.***
Objective: ***To follow-up with each family to insure that the services received through the referrals met the family's expectations in regards to manner, quality and convenience.***

Task To Be Accomplished	Person Responsible	Person Responsible To Monitor	Projected Date of Completion	Documents or Forms
Follow-up contact is made to each family after the initial Family Partnership Agreement (FPA) visit is made. Appropriate follow-up will be conducted to all referrals initiated during the FPA to insure proper case management.	Center Managers Support Services Facilitators and Support Services Assistants	Area Directors Family Services Director Family Services Coordinators	Ongoing August thru May	FPA Tracking Report Referral Forms Follow-up Referral Forms
Appropriate follow-up will be conducted to all emergency and crisis assistance referrals in order to insure prompt delivery and quality of services.	Center Managers Support Services Facilitators and Support Services Assistants	Area Directors Family Services Director Family Services Coordinators	Ongoing August thru May	Referral Forms Follow-up Referral Forms

HIDALGO COUNTY HEAD START PROGRAM
FAMILY and COMMUNITY PARTNERSHIPS PROGRAM PLANS
PROGRAM YEAR 2016 – 2017

Performance Standard C.F. Regulation: 1304.40 (c) (1) (i) (ii) (iii) (2) (3) ***Services to Pregnant Women Who Are Enrolled in Programs Serving Pregnant Women, Infants & Toddlers***

Goal: ***To enable pregnant women to receive health, nutrition and mental health intervention.***
Objective: ***To link pregnant women to comprehensive prenatal and postpartum care.***

Task To Be Accomplished	Person Responsible	Responsible To Monitor	Projected Date of Completion	Documents or Forms
The Hidalgo County Head Start Program does NOT operate an Early Head Start Program.	N/A	N/A	N/A	N/A

HIDALGO COUNTY HEAD START PROGRAM
FAMILY and COMMUNITY PARTNERSHIPS PROGRAM PLANS
PROGRAM YEAR 2016 – 2017

Performance Standard C.F. Regulation: ***1304.40 (d) (1), (2), (3) Parent Involvement - General***
Goal: ***To enable parents to become involved in the planning and implementation of the program.***
Objective: ***To provide parents with opportunities and information on programs that they have an opportunity to develop and to become volunteers and/or employees.***

Task To Be Accomplished	Person Responsible	Responsible To Monitor	Projected Date of Completion	Documents or Forms
1). Advisory Committees are established and maintained to assist in the development and review of all programs to be implemented in the program. The membership in these committees includes Head Start parents, community representatives with expertise in specific content areas and Head Start staff. The committees are: • Health Services Advisory Committee (Health, Special Services, Nutrition, and Mental Health) • Family Services and Community Partnership/Transition Advisory Committee • Education Services Advisory Committee	Department Directors	Health Services Director Family Services Director Head Start Director	Ongoing	Program Plans Departmental Procedures Manuals Advisory Committee Minutes Reports
2). Parents are encouraged to participate in the program as volunteers and/or observers. They are encouraged, in particular to observe the children in the classroom setting. Parent participation in the program is **NOT** a requirement of enrollment. During the enrollment process, parents are advised and provided a written statement attesting to that fact. A volunteer training conference takes place at the beginning of the program year.	All Center Staff All Administrative Staff	Family Services Director Head Start Director	Ongoing	Child's Folder Form - Parental Agreement for Enrollment Statement Volunteer Training Conference Program
3). Parents are provided an opportunity to participate in the program as volunteers and/or employees. • Job Placement Notices are posted at all Head Start Centers • The interview and selection rating system specifically provides additional points for prospective applicants if they are Head Start parents.	Center Managers, Support Services Facilitators, and Support Services Assistants	Personnel Officer Head Start Director	Ongoing	Interview Rating Form

HIDALGO COUNTY HEAD START PROGRAM
FAMILY and COMMUNITY PARTNERSHIPS PROGRAM PLANS
PROGRAM YEAR 2016 – 2017

Performance Standard C.F. Regulation: 1304.40 (e) (1) (2) (3) ***Parent Involvement in Child Development and Education***

Goal: ***To enable parents to become involved in the program's approach to child development and education.***
Objective: ***To provide parents with opportunities in the development of the program's curriculum and overall understanding of child development and education.***

Task To Be Accomplished	Person Responsible	Responsible To Monitor	Projected Date of Completion	Documents or Forms
1. Parents will be selected to be members of the education advisory committee and participants of the curriculum development committees that are established.	Education Services Staff	Education Services Area Directors	Ongoing	Education Program Plans Education Procedures Manual
2. Currently the program is not implementing a home-based option program.	**N/A**	**N/A**	**N/A**	**N/A**
3. Parents are provided with training and opportunities to enhance and enrich their parenting skills, child development and overall knowledge. Parents also are encouraged and provided with opportunities to share concerns regarding their children with staff. This is done on a daily basis and other opportunities such as... • Parent workshops • Conference sessions with teachers • Home Visits • Parent Committee Meetings • Parent Fair/Conference	Teachers Center Managers, Support Services Facilitators, and Support Services Assistants	Area Directors Family Services Director Family Services Coordinators	Ongoing	HCHS Program Calendar Parent Committee Meeting/Workshop Schedule Home Visit Reports

HIDALGO COUNTY HEAD START PROGRAM
FAMILY and COMMUNITY PARTNERSHIPS PROGRAM PLANS
PROGRAM YEAR 2016 – 2017

Performance Standard C.F. Regulation: 1304.40 (e) (4) (i) (ii) ***Parent Involvement in Child Development and Education***

Goal: ***To enable parents to become involved in the program's approach to child development and education.***
Objective: ***To provide parents with opportunities to become adult learners and address their own literacy goals.***

Task To Be Accomplished	Person Responsible	Responsible To Monitor	Projected Date of Completion	Documents or Forms
4. (i) Parents are provided with ***Parent Child Take Home Activities*** to promote family literacy and interaction between the child and his/her parents. Parents are encouraged to become classroom volunteers in order to allow the parent to participate in the educational activities that take place in the Head Start classroom.	Teachers Center Managers	Area Directors	August thru May	Parent Child Take Home Activities Tracking Log
4. (ii) The Hidalgo County Head Start has partnership agreements with agencies that offer classes in the areas of English as a Second Language ESL, Adult Basic Education ABE, General Education Diploma GED, and Job Readiness. Parents are informed about the different agencies offering these services during the Family Partnership Agreement FPA visit that is provided to all families.	Center Managers, Support Services Facilitators, and Support Services Assistants	Transition - Community Partnership Director Area Directors Family Services Director	August thru May	Family Partnership Agreement Referral Form

HIDALGO COUNTY HEAD START PROGRAM
FAMILY and COMMUNITY PARTNERSHIPS PROGRAM PLANS
PROGRAM YEAR 2016 – 2017

Performance Standard C.F. Regulation: 1304.40 (e) (5) ***Parent Involvement in Child Development and Education***

Goal: ***To enable parents to become involved in the program's approach to child development and education.***
Objective: ***To provide parents and staff with opportunities to communicate and monitor the child's progress and activities.***

Task To Be Accomplished	Person Responsible	Responsible To Monitor	Projected Date of Completion	Documents or Forms
Two (2) home visits are conducted to all Head Start families in the fall and spring. The visits are conducted in the family's primary language. The visit allows for interaction between the teacher and the parent. Additional home visits are scheduled if it is deemed necessary or requested.	Teachers Center Managers	Center Managers Area Directors	August thru May	Home Visit Report Home Visit Tracking Log
Parent-Teacher conferences are scheduled and conducted through out the year. Some of the conferences are specifically designed to discuss the Lap-D Assessment Instrument that is implemented with all the children. The conferences are scheduled to discuss the Six Weeks Progress Report. This report provides parents with knowledge regarding the child's progress in the classroom. Additional conferences are held in the event that the parent or teacher may find it necessary.	Teachers Center Managers	Center Managers Area Directors	August thru May	Lap-D Assessment Report Lap-D Tracking Log Six Weeks Progress Report Six Weeks Progress Report Tracking Log

HIDALGO COUNTY HEAD START PROGRAM
FAMILY and COMMUNITY PARTNERSHIPS PROGRAM PLANS
PROGRAM YEAR 2016 – 2017

Performance Standard C.F. Regulation: 1304.40 (f) (1) ***Parent Involvement in Health, Nutrition, and Mental Health Education***

Goal: ***To enable parents to play the lead role in maintaining their children's medical, dental, nutritional, and mental health.***

Objective: ***To provide parents with opportunities to establish healthy habits in the home and secure access to services.***

Task To Be Accomplished	Person Responsible	Responsible To Monitor	Projected Date of Completion	Documents or Forms
The program provides parents with opportunities for formal training in the area of health, dental health, nutrition and mental health during the..... • Orientation Training during 1st Parent Committee Meeting • Parent Workshops • Parent Committee Meetings - Training Section of Agenda • Mental Health - Fatherhood Conference • Parent Fair/Conference - A variety of workshops will be offered with topics in these areas • CPR & First Aid Certification & Training is offered to parents • Exploring Parenting - Parent Curriculum Training	Department Directors Center Managers, Support Services Facilitators, and Support Services Assistants	Area Directors Family Services Director Family Services Coordinators	August thru May	HCHS Program Calendar Monthly Parent Workshop Schedule CPR & First Aid Training Schedule
The program provides parents with updated information and training regarding health, dental health, nutrition and mental health through the Health Newsletters, Nutrition Newsletters and the quarterly Program Newsletters. The program provides all families with a Community Resource Directory and training is provided during the Family Partnership Agreement visit.	Department Directors Center Managers, Support Services Facilitators, and Support Services Assistants	Area Directors Family Services Director Health Services Director	August thru May	Program Newsletters HCHS Program Calendar Community Resource Directory Family Partnership Agreement

HIDALGO COUNTY HEAD START - HEAD START PROGRAM
FAMILY and COMMUNITY PARTNERSHIPS PROGRAM PLANS
PROGRAM YEAR 2016 – 2017

Performance Standard C.F. Regulation: 1304.40 (f) (1) ***Parent Involvement in Health, Nutrition, and Mental Health Education***

Goal: ***To enable parents to play the lead role in maintaining their children's medical, dental, nutritional, and mental health.***

Objective: ***To provide parents with opportunities to establish healthy habits in the home and secure access to services.***

Task To Be Accomplished	Person Responsible	Responsible To Monitor	Projected Date of Completion	Documents or Forms
The program makes use of content experts in areas of health, dental health, nutrition and mental health by establishing partnerships with WIC (Women, Infants, & Children), Hidalgo County Health Department, Texas A & M AgriLife Extension Program, University of Texas-Rio Grande Valley, Nutrition Department, Health Services Providers, Texas Tropical MHMR, etc. (Family and Community Partnerships Program Plan: Pgs 28, 29)	Department Directors	Community Partnership/ Transition Director Head Start Director	August thru July	Community Partnership Agreements Program Plans
Content area experts and professionals collaborate with the program by becoming active members of the various Advisory Committees that are maintained by the program. • Health Services Advisory Committee • Family Services and Transition/Community Partnership Advisory Committee • Education Advisory Committee	Department Directors	Community Partnership/ Transition Director Head Start Director	August thru July	Community Partnership Agreements Advisory Committee Membership Rosters

HIDALGO COUNTY HEAD START PROGRAM
FAMILY and COMMUNITY PARTNERSHIPS PROGRAM PLANS
PROGRAM YEAR 2016 – 2017

Performance Standard C.F. Regulation: 1304.40 (f) (2) (i), (ii) ***Parent Involvement in Health, Nutrition, and Mental Health Education***

Goal: ***To enable parents to play the lead role in maintaining their children's medical, dental, nutritional and mental health.***

Objective: ***To provide opportunities for parents to become active partners and empower them in securing services in the overall health care of their families.***

Task To Be Accomplished	Person Responsible	Responsible To Monitor	Projected Date of Completion	Documents or Forms
2. (i) A family is identified during the enrollment process if they are participating in a system of ongoing health care. A computerized identification and tracking system is utilized by the program. (PROMIS) Upon identification that a child or family is not enrolled in a health care system, a referral is initiated to Texas Dept. of Human Services for Medicaid and/or the Hidalgo County Health Care Corporation, CHIPS, and/or other health care sources. Referrals are initiated during enrollment time and during the FPA Family Partnership Agreement visit.	Center Managers Support Services Facilitators Support Services Assistants	Health Services Director Family Services Director	August thru July	PROMIS Software Program Child's Comprehensive File Health Control Summary
2. (ii) Parents are asked to provide the program with a health history of the child along with the immunization record and any other appropriate medical documents. It is explained to each parent at the time of enrollment that health and dental health services would be provided to children. It is strongly recommended that parents accompany their children to all health and dental screenings and follow-ups. Parents are provided with opportunities to become volunteers or observers in the classroom. Encouragement is given to parents to participate during the health, dental health and nutrition curriculum activities.	Teachers Center Managers Support Services Facilitators Support Services Assistants	Health Director Nutrition Director Area Directors Family Services Director	August thru July	Child's Folder: Health Information Section Weekly Lesson Plans Health, Dental, Mental Health and Nutrition Curriculums

HIDALGO COUNTY HEAD START PROGRAM
FAMILY and COMMUNITY PARTNERSHIPS PROGRAM PLANS
PROGRAM YEAR 2016 – 2017

Performance Standard C. F. Regulation: 1304.40 (f) (2) (iii) ***Parent Involvement in Health, Nutrition and Mental Health Education***

Goal: ***To enable parents to play the lead role in maintaining their children's medical, dental, nutritional, and mental health.***

Objective: ***To provide opportunities for parents to attain knowledge in basic principles of health, safety and environmental care and issues.***

Task To Be Accomplished	Person Responsible	Responsible To Monitor	Projected Date of Completion	Documents or Forms
Formal training in the areas of health, dental health, CPR & First Aid, health safety practices and environmental issues are provided to parents during the... • Scheduled Parent Workshops • Parent Committee Meetings - Training Section of Agenda • Parent Fair/Conferences • CPR & First Aid Certification and Training	Center Managers Support Services Facilitators	Health Services Director Family Services Director	August thru May	HCHS Program Calendar Sign In Forms CPR & First Aid Training Schedule
Parents are provided with opportunities to communicate and collaborate with agencies and content area experts that deal with health, dental health, safety and environmental services during the annual Parent Fair/Conference and the Health Services Advisory Committee Meetings.	Center Managers Support Services Facilitators	Health Services Director Family Services Director	August thru May	HCHS Program Calendar Health Advisory Committee Meeting Reports
Parents are provided with opportunities to participate in curriculum and weekly lesson plan development, which include health, dental health, safety and environmental lessons and activities.	Teachers Center Managers	Center Managers Area Directors	August thru July	Education & Health Advisory Committee Meeting Reports Curriculums & Weekly Lesson Plans

HIDALGO COUNTY HEAD START PROGRAM
FAMILY and COMMUNITY PARTNERSHIPS PROGRAM PLANS
PROGRAM YEAR 2016 – 2017

Performance Standard C.F. Regulation: 1304.40 (f) (3) (i) ***Parent Involvement in Health, Nutrition and Mental Health Education***

Goal: ***To enable parents to play the lead role in maintaining their children's medical, dental, nutritional, and mental health.***

Objective: ***To provide parents opportunities to attain knowledge and understanding in nutrition education.***

Task To Be Accomplished	Person Responsible	Responsible To Monitor	Projected Date of Completion	Documents or Forms
The program will provide opportunities for training to parents in the areas of proper nutritional habits, budgeting, food preparation and storage, and creative ways to get children to eat nutritional rich foods through the... • Scheduled Parent Workshops • Parent Committee Meetings - Training Section of Agenda • Parent Fair/Conference Head Start Nutrition Contest – Program Wide	Nutrition Services Staff	Nutrition Director	August thru May	HCHS Program Calendar Monthly Parent Workshop Schedule Nutrition Services Procedures Manual
The program maintains a community partnership agreement with the Texas A & M AgriLife Extension Program. This program collaborates with and provides Head Start parents an opportunity to participate in a course in nutrition & health education. Upon successful completion of the course, participants receive a certificate which provides training experience for job readiness.	Nutrition Director	Nutrition Director	August thru May	Community Partnership Agreement Referral Form

HIDALGO COUNTY HEAD START PROGRAM
FAMILY and COMMUNITY PARTNERSHIPS PROGRAM PLANS
PROGRAM YEAR 2016 – 2017

Performance Standard C.F. Regulation: 1304.40 (f) (3) (ii) ***Parent Involvement in Health, Nutrition and Mental Health Education***

Goal: ***To enable parents to play the lead role in maintaining their children's medical, dental, nutritional, and mental health.***
Objective: ***To provide parents with opportunities to establish good communication with staff regarding their child's nutritional status.***

Task To Be Accomplished	Person Responsible	Responsible To Monitor	Projected Date of Completion	Documents or Forms
The program will obtain from parents during enrollment time pertinent information regarding dietary habits of the child and family, eating patterns, personal and cultural likes and dislikes, and special nutritional concerns or requirements. Information and tracking will be maintained through the PROMIS program. Parents are also encouraged to discuss with staff any changes or concerns regarding nutritional habits throughout the program year. Special emphasis is placed on children with special dietary requirements because of health related problems or disabilities.	Teachers Center Managers Support Services Facilitators Support Services Assistants	Nutrition Director Special Services Director	Upon Enrollment and Ongoing	PROMIS Program - Health Section Child's Folder
The program will conduct and/or obtain periodic assessments such as height, weight, hemoglobin and hematocrit to identify any health/nutritional related abnormalities. The program will attain consent from parents prior to assessments and immediately after the assessments take place. The program will communicate and share results with parents.	Center Managers, Support Services Facilitators, and Support Services Assistants	Nutrition Director Health Services Director	August thru May	PROMIS Program - Health Section Physical Exam Report Health Control Summary
The program will provide follow-up services for children found to have a health/nutritional related abnormalities. Counseling, training and special diets are provided, along with activities and guidance for home implementation.	Center Managers, Support Services Facilitators, and Support Services Assistants	Nutrition Specialist Health Services Director	August thru May	Referral Form Follow-up Form Screening Reports

HIDALGO COUNTY HEAD START PROGRAM
FAMILY and COMMUNITY PARTNERSHIPS PROGRAM PLANS
PROGRAM YEAR 2016 – 2017

Performance Standard C.F. Regulation: 1304.40 (f) (4) (i) ***Parent Involvement in Health, Nutrition, & Mental Health Education***

Goal: ***To enable parents to play the lead role in maintaining their children's medical, dental, nutritional and mental health.***

Objective: ***To provide parents with opportunities to meet with staff and discuss mental health related issues regarding their child and family in a group session.***

Task To Be Accomplished	Person Responsible	Responsible To Monitor	Projected Date of Completion	Documents or Forms
A mental health professional conducts classroom observations and assessments. The mental health professional will conduct training for parents and staff upon completion of the observations. This training will provide both parents and staff information which will help better understand normal development, as well as common behavior problems.	Mental Health Consultant Mental Health Coordinator	Area Directors Administrator for Education	August thru May	Mental Health Observation & Training Schedule Training Agendas
Mental health training sessions and workshops are conducted throughout the program year by the mental health consultant. These workshops and group sessions will allow for parents and staff interaction. Topics will include the following: • Understanding Mental Health • Normal vs. Abnormal Behavior • Positive Guidance and Discipline • Child Growth and Development • Classroom Behavior and Management • Positive Behavior Management	Mental Health Consultant Center Managers Support Services Facilitators	Mental Health Services Coordinator	August thru May	Mental Health Training Schedule Training Agendas
Opportunities are provided to parents and staff to communicate and collaborate in order to assist them in attaining mental health services during the... • Mental Health Training Sessions • Parent Fair/Conference • Parent Workshops	Mental Health Consultants Mental Health Coordinator	Administrator for Education	August thru May	HCHS Program Calendar Parent Workshop Schedule Mental Health Training Schedule

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Performance Standard C.F. Regulation: 1304.40 (f) (4) (ii) (iii) ***Parent Involvement in Health, Nutrition, and Mental Health Education***

Goal: ***To enable parents to play the lead role in maintaining their children's medical, dental, nutritional and mental health education.***

Objective: ***To provide opportunities for parents to individually meet with staff to discuss issues, and plan and be involved in implementing mental health intervention.***

Task To Be Accomplished	Person Responsible	Responsible To Monitor	Projected Date of Completion	Documents or Forms
4. (ii) A mental health screening instrument and other assessments are utilized with children with a suspected behavior problem (Social/Emotional Checklist, Physical Exam, Lap-D). Teachers will conference with parents and discuss outcome. Teachers schedule two (2) home visits with parents in the fall and spring. A variety of topics and information is shared, along with mental health issues. Parents are encouraged to meet with staff as the need arises. Teachers are provided with training during Pre-Service, In-Service and Staff Development regarding mental health issues. Staff is also trained on developing a trusting and respectful relationship with families. Training is provided on understanding their limitations and knowledge in detecting a need for a referral.	Teachers Center Managers Support Services Facilitators and Assistants Mental Health Consultant	Mental Health Services Coordinator Special Services Director Area Directors	August thru May	Social/Emotional Checklist Weekly Lesson Plan Home Visit Report Referrals Staff Development Training Schedule
4. (iii) Mental health services are available to children and their families. If it is deemed necessary, a behavior management plan will be developed, and children will be referred for play therapy as needed. Support group information is made available to parents. Staffings will take place to address mental health issues.	Teachers Center Managers Support Services Facilitators, and Assistants Mental Health Consultant	Special Services Director Mental Health Services Coordinator	August thru May	Referral Form IEP Individual Education Plan Behavior Management Plan

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Performance Standard C.F. Regulation: 1304.40 (g) (1) (i) (ii) ***Parent Involvement in Community Advocacy***

Goal: ***To enable parents to become involved in community advocacy that best responds to their needs and interests.***
Objective: ***To provide parents with opportunities to collaborate and work along side with community members on activities that enhances resources and services.***

Task To Be Accomplished	Person Responsible	Responsible To Monitor	Projected Date of Completion	Documents or Forms
1. (i) Parents are provided with opportunities to meet with agencies and community members to discuss issues regarding social climate, community services, and to influence the character of their community. Networking Meeting - Community agencies, cities, and schools are invited to provide information regarding the referrals systems, collaboration and partnership strategies, tracking systems, and improvement of services are items discussed during this meeting. Parent Fair/Conference - Community agencies, businesses, advocacy groups, school districts, municipalities, etc., are invited to set up information booths. Parents have an opportunity to meet on an individual basis with agency representatives and receive information and link with those agencies.	Department Directors Center Managers, Support Services Facilitators, and Support Services Assistants	Family Services Director Community Partnerships/ Transition Director	October November August thru May	HCHS Program Calendar Family Services Procedures Manual Parent Notices of Activities
1. (ii) Parents are provided a Community Resource Directory. Parents are provided with individualized and group training on how to utilize the directory. The Community Resource Directory is in both English and Spanish. Training is provided at the... • Parent Workshops • Family Partnership Agreement Visit	Center Managers, Support Services Facilitators, and Support Services Assistants	Community Partnerships/ Transition Director Family Services Director	September Ongoing	Community Resource Directory Family Services Procedures Manual

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Performance Standard C.F. Regulation: 1304.40 (g) (2) ***Parent Involvement in Community Advocacy***

Goal: ***To enable parents to become involved in community advocacy that best responds to parent's needs and interests.***
Objective: ***To provide parents with opportunities to work together with other community members to develop parent initiated activities.***

Task To Be Accomplished	Person Responsible	Responsible To Monitor	Projected Date of Completion	Documents or Forms
Parents are informed and trained on the roles and functions of the Parent Committees and the Policy Council during the Parent Orientation Training and the Parent Committee Meetings. Parents are provided with a Head Start Parent Handbook that outlines these groups and ways in which parents can participate. Parents are provided additional training on the Policy Council. Parents wanting to participate in that capacity will receive specialized training on program design and governance when undertaking these roles.	Center Managers Support Services Facilitators Family Services Director	Family Services Director Program Director	August September October Ongoing	Head Start Parent Handbook Policy Council By-Laws Parent Committee Meeting Agenda
Parents are provided with opportunities to develop their Head Start Center's Parent Committee goals and objectives during their first meeting. Staff will assist in facilitating and providing guidance by developing strategies to meet those goals. Parents will meet on a monthly basis at their Parent Committee Meetings to discuss their goals, activities and projects for increased participation, etc.	Support Services Facilitators Center Managers	Family Services Director	August thru May	Parent Committee Meeting Reports Family Services Procedures Manual
Parents are provided with opportunities to participate in the different advisory committees that are set up by the program. Parents, content area experts and community members assist in developing and reviewing program plans and procedures.	Department Directors	Family Services Director	August thru July	Advisory Committee Reports Program Plans

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Performance Standard C.F. Regulation: 1304.40 (h) (1) ***Parent Involvement in Transition Activities***

Goal: ***To enable parents to develop partnerships with Head Start and other programs in order to obtain a positive transition process to and from Head Start.***

Objective: ***To provide opportunities that will assist parents in becoming their child's advocate in the transition process.***

Tasks To Be Accomplished	Person Responsible	Responsible To Monitor	Projected Date of Completion	Documents or Forms
During the enrollment process and/or soon after, parents are asked to share information regarding child's placement prior to entering Head Start. Parent consents are obtained in order to acquire information, such as assessment and evaluation reports, family plans, ARD reports for children with special needs, and child development and progress reports.	Center Managers, Support Services Facilitators, and Support Services (SS) Assistants	Community Partnerships/ Transition Director Special Services Director	August thru May	Parent Consent for Release of Information Family Services Procedures Manual
Transition presentations are conducted during the Parent Committee Meetings. Public school officials and staff are invited to provide information regarding public school and meet with Head Start parents. Prior to this meeting, parents will be provided training on becoming advocates for their children and families. Parents will be encouraged to ask questions regarding services, curriculum, rights and responsibilities, and parent involvement activities. This practice will provide empowerment to parents. Parents will also have an opportunity to meet with school officials and personnel at the Transition Fair and the Parent Conference.	Center Managers, Support Services Facilitators, and Support Services Assistants	Community Partnerships/ Transition Director Area Directors Family Services Director	February August thru May	Parent Committee Meeting Agendas Family Services Procedures Manual
Transition meetings will take place for all children with special needs entering public school. Participants of these meetings will be the parent, teacher, professional, and the LEA representative.	Teachers, Center Managers, SS Facilitators, and SS Assistants	Special Services Director Community Partnerships/ Transition Director	April Ongoing	Consent for Release of Information Partnership Agreements – LEA'S

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Performance Standard C.F. Regulation: 1304.40 (h) (2) (3) (i) (ii) ***Parent Involvement in Transition Activities***

Goal: ***To enable parents to develop partnerships with Head Start and other programs in order to obtain a positive transition process to and from Head Start.***

Objective: ***To provide parents the opportunity to continue involvement in their children's education and empower them to exercise their rights as the primary care-givers.***

Task To Be Accomplished	Person Responsible	Responsible To Monitor	Projected Date of Completion	Documents or Forms
2. Teachers will schedule a home visit with parents in the spring and discuss the transition process from Head Start. Teachers will illustrate to parents the Transition Packet which will include parent consents, child and family information, parents' rights and responsibilities and special services information.	Teachers Center Managers	Area Directors, Special Services Director, and Community Partnerships/ Transition Director	April Ongoing	Home Visit Report Transition Packet Child's Folder
3. (i) A field trip is scheduled in the spring to allow for Head Start children to visit their new school setting and meet the teachers and other public school personnel. Parents are invited and strongly encouraged to accompany the child to the field trip. Parents are encouraged to ask questions and gather information about the school.	Teachers Center Managers	Area Directors Community Partnerships/ Transition Director	April May	Field Trip Request & Schedule Report Form Child's Folder
3. (ii) Parents are provided with information and encouraged to participate in the development of their child's education during the... • Parent/Teacher Home Visit-Transition Conference • Parent Workshop - Transition Training • Field Trips to Transitioning School	Teachers Center Managers Support Services Facilitators Support Services Assistants	Area Directors Community Partnerships/ Transition Director Family Services Director	February April Ongoing	Home Visit Report Parent Committee Meeting Agendas Transition Activities Tracking Record Field Trip Schedule

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Performance Standard C. F. Regulation: 1304.40 (h) (4) ***Parent Involvement in Transition Activities***

Goal: ***To enable parents to develop partnerships with Head Start and other programs in order to obtain a positive transition process to and from Head Start.***

Objective: ***Refer to: CFR 1304.41 (c)***

Task To Be Accomplished	Person Responsible	Responsible To Monitor	Projected Date of Completion	Documents or Forms
4. Review: Transition Program Plan				

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Performance Standard C.F. Regulation: 1304.40 (i) (1) (2) (3) ***Parent Involvement in Home Visits***

Goal: ***To enable parents and staff to establish a trusting and respectful relationship in order to broaden the understanding of the child.***

Objective: ***To provide parents and staff opportunities to visit in the child's home where individualized attention is given to families.***

Task To Be Accomplished	Person Responsible	Responsible To Monitor	Projected Date of Completion	Documents or Forms
1. The program does NOT require home visits as a condition for participation and enrollment in Head Start. Parents are informed during enrollment that two (2) home visits would be scheduled and implemented by the teacher upon their approval. The advantages of conducting home visits is communicated to parents, such as developing a relationship with staff, allowing for a communication to develop, initiating discussions regarding individualized progress reports, linking home and program experiences, etc.	Teachers Center Managers Support Services Facilitators and Support Services Assistants.	Area Directors Assistant Director	August thru May	Parent Orientation Parent Handbook Home Visit Reports
2. The teacher conducts two (2) home visits with parents once during the fall and once during the spring. Support services staff may join the teacher or schedule any additional meetings with families. In the event that the family refuses a home visit, parents are encouraged to meet with program staff at the center or at an alternative location. Staff will make every effort to build a positive relationship, which, over time may provide an opportunity to meet with the family in the home.	Teachers Center Managers Support Services Facilitators and Support Services Assistants	Area Directors Family Services Director	October April Ongoing	Home Visit Reports Education Services Procedures Manual Family Services Procedures Manual
3. The teacher will schedule the two (2) home visits at a time when it is mutually convenient. Accommodations are made for working parents.	Teachers Center Manager;	Area Directors	October April Ongoing	Home Visit Reports & Schedules

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Performance Standard C.F. Regulation: 1304.40 (i) (4) (5) (6) ***Parent Involvement in Home Visits***

Goal: ***To enable parents and staff to establish a trusting and respectful relationship in order to broaden the understanding of the child.***

Objective: ***To provide parents with an opportunity to request that the visit take place outside the home at an alternative place.***

Tasks To Be Accomplished	Person Responsible	Responsible To Monitor	Projected Date of Completion	Documents or Forms
4. The program allows flexibility in conducting visits outside the home and at an alternative place, until family is ready to allow for the visit to take place in the home. Staff may request an alternative site because the home or environment presents significant safety hazard for staff. Authorization would be provided by the education or family services directors.	Teachers Center Managers, Support Services Facilitators, and Support Services Assistants	Area Directors Family Services Director	August thru May	Home Visit Report Education Services Procedures Manual Family Services Procedures Manual
5. The Hidalgo County Head Start Program currently does NOT operate a Home Based Program Option.	**N/A**	**N/A**	**N/A**	**N/A**
6. The Hidalgo County Head Start Program currently does NOT operate an Early Head Start Program Option.	**N/A**	**N/A**	**N/A**	**N/A**

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Performance Standard C.F. Regulation: 1304.41 (a) (1) ***Partnerships***

Goal: ***To enable the program to collaborate with partners in our communities in order to provide the highest level of services to children and families.***

Objective: ***The program will foster the development of a continuum of family centered services and to advocate for communities that share responsibility for the healthy development of children and families of all cultures.***

Task To Be Accomplished	Person Responsible	Responsible To Monitor	Projected Date of Completion	Documents or Forms
The program will facilitate community partnerships by developing formal and informal networks with a wide range of community organizations. The program will sponsor a networking meeting to encourage community cooperation and develop linkages. Program staff will also participate in networking meetings hosted by other agencies and organizations.	Department Directors	Community Partnerships/ Transition Director Family Services Director	December	Family Services Procedures Manual Networking Meeting Agenda & Listing
Confidentiality policies are established and maintained to ensure that privileged information is shared in a manner that improves service delivery. Partnership Agreements that required the sharing of child and/or family information will include appropriate confidentiality clauses.	Department Directors	Community Partnerships/ Transition Director Human Resource Director	Ongoing	Community Partnership Agreements Confidentiality Policy
The program will establish local agreements and will supplement them by building upon existing agreements such as the agreement with the Texas Education Agency (TEA) and the Texas Head Start Association (THSA).	Department Directors	Community Partnerships/ Transition Director Head Start Director	Ongoing	Partnership Agreement Between TEA and THSA Local Partnership Agreements

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Performance Standard C. F. Regulation: 1304.41 (a) (2) ***Partnerships***

Goal: ***To enable the program to collaborate with partners in the communities in order to provide the highest level of services to children and families.***

Objective: ***The program will establish and maintain collaborative relationships that are responsive to our Head Start families' needs and interests.***

Task To Be Accomplished	Person Responsible	Responsible To Monitor	Projected Date of Completion	Documents or Forms
The program's community assessment and the findings resulting from discussions with parents and staff have identified the organizations that the program needs to enter into formal and informal partnership agreements.	UTRGV Department Directors Center Managers	Assistant Director Head Start Director	May Ongoing	HCHS Program Community Assessment Family Partnership Agreements
A series of meetings will be conducted between parents, staff and potential partners. The purpose of these meetings is to discuss the goals and purpose of the proposed partnership agreements. At these meetings, all participants will have an opportunity to contribute to the discussion. Particular emphasis will be placed on parent experiences and comments.	UTRGV Center Managers	Family Services Director Assistant Program Director Head Start Executive Director	May Ongoing	Partnership Agreements Listing of Formal & Informal Partnership Agreements Memorandum or Minutes of Meetings

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Performance Standard C.F. Regulation: 1304.41 (a) (2) (i) (ii) ***Partnerships***

Goal: ***To enable the program to collaborate with partners in the communities in order to provide the highest level of services to children and families.***

Objective: ***The program will establish and maintain collaborative relationships that are responsive to our Head Start families' needs and interests.***

Task To Be Accomplished	Person Responsible	Responsible To Monitor	Projected Date of Completion	Documents or Forms
(i) Collaboration and partnership agreements will be established with health care providers. They include.... Physicians — Nurse Practitioners Pediatricians — Dentists Specialists — Hospitals Clinics — Pharmacies EPSDT — Medicaid American Heart Assoc. — CHIPS The agreement established with Texas Health Steps and Medicaid is supplemented by the national interagency agreements with the Head Start Bureau.	Health Services Director	Health Services Director Community Partnerships/ Transition Director	November Ongoing	National Interagency Agreements with the Head Start Bureau & Texas Health Steps and Medicaid Local Partnership Agreements with Health Care Providers and Agencies
(ii) Collaboration and partnership agreements will be established with mental health providers. They include... Psychologists Licensed Professional Counselors Psychiatrists MSW Master of Social Work Hospitals and Clinics Pharmacies MHMR	Mental Health Coordinator	Administrator for Education Community Partnerships/ Transition Director	November Ongoing	Local Partnership Agreements with Mental Health Care Providers and Agencies

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Performance Standard C.F. Regulation: 1304.41 (a) (2) (iii) (iv) ***Partnerships***

Goal: ***To enable the program to collaborate with partners in the communities in order to provide the highest level of services to children and families***

Objective: ***The program will establish and maintain collaborative relationships that are responsive to our Head Start families' needs and interests.***

Task To Be Accomplished	Person Responsible	Responsible To Monitor	Projected Date of Completion	Documents or Forms
(iii) Collaboration and partnership agreements will be established with nutritional services providers. They include.... Texas A & M AgriLife Extension Program Texas Agricultural Extension Service University of Texas-Rio Grande Valley: Dietetic Department Rio Grande Valley Food Bank WIC - The agreement established with the WIC program is supplemented by the national interagency agreement with the Head Start Bureau and the National Food and Consumer Services Supplemental Nutrition Program for Women, Infants and Children	Nutrition Director	Nutrition Director Community Partnerships/ Transition Director	November	National Interagency Agreement between the Head Start Bureau and WIC Local Partnership Agreements with Nutrition Service Providers and Agencies
(iv) Collaboration and partnership agreements will be established with providers and agencies that provide services to children with disabilities and their families. All agreements include (IDEA) requirements and consideration for children needing services through the summer months. They include.... LEA's Local Education Agencies Region I/Easter Seals - ECI Program Physicians & Specialists, Hospitals and clinics Therapists, MHMR, UTRGV-OT Dept. Pharmacies	Special Services Director Health Services Director Mental Health Coordinator	Special Services Director Community Partnerships/ Transition Director	November Ongoing	IDEA Local Partnership Agreements with Providers & Agencies That Provide Services to Children with Disabilities & their Families

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Performance Standard C.F. Regulation: 1304.41 (a) (2) (v) (vi) ***Partnerships***

Goal: ***To enable the program to collaborate with partners in the communities in order to provide the highest level of services to children and families.***

Objective: ***The program will establish and maintain collaborative relationships that are responsive to our Head Start families' needs and interests.***

Task To Be Accomplished	Person Responsible	Responsible To Monitor	Projected Date of Completion	Documents or Forms
(v) Collaboration and partnership agreements will be established with family preservation and support services. They include.... Attorney General's Office - Child Support Division Texas Health and Human Services Department- TANF Salvation Army Woman Together/Mujeres Unidas- Battered Women's Shelter & Counseling Center Hidalgo County Community Service Agency Hidalgo County Indigent Services American Red Cross	Family Services Director	Family Services Director Community Partnerships/ Transition Director	November Ongoing	Local Partnership Agreements with Family Preservation and Support Services Providers & Agencies
(vi) Collaboration and partnership agreements will be established with Child Protective Agencies and other agencies that child abuse can be reported under state law. They include... Texas Dept. of Protective & Regulatory Services - CPS Division Hidalgo County Sheriff's Department	Health Services Director	Health Services Director Community Partnerships/ Transition Director	November Ongoing	Local Partnership Agreements with Agencies that Deal with Child Abuse & Neglect

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Performance Standard C.F. Regulation: 1304.41 (a) (2) (vii) (viii) (ix) ***Partnerships***

Goal: ***To enable the program to collaborate with partners in the communities in order to provide the highest level of services to children and families.***

Objective: ***The program will establish and maintain collaborative relationships that are responsive to our Head Start families' needs and interests.***

Task To Be Accomplished	Person Responsible	Responsible To Monitor	Projected Date of Completion	Document or Forms
(vii) Collaboration and partnership agreements will be established with local elementary schools, cultural institutions, libraries, and other organizations. They include: McAllen International Museum Museum of South Texas History City Libraries Local Elementary Schools	Education Area Directors Center Managers	Education Area Directors Community Partnerships/ Transition Director	December Ongoing	Local Partnership Agreements with Cultural and Educational Institutions
(viii) Collaboration and partnership agreements will be established with child care providers. They include..... CCS - Child Care Systems TMC - Texas Migrant Council Inc.	Education Area Directors Center Managers	Education Area Directors Community Partnerships/ Transition Director	November Ongoing	Local Partnership Agreements with Child Care Providers
(ix) Collaboration and partnership agreements will be established with other organizations and businesses that provide support and resources to families. They include.... Local Chamber of Commerce Rio Grande Valley Chamber of Commerce Knights of Columbus Lions Club US Border Patrol	Family Services Director Center Managers	Family Services Director Community Partnerships/ Transition Director	December Ongoing	Local Partnership Agreements with Organizations and Businesses Provide Support & Resources To Head Start Children & Families

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Performance Standard C. F. Regulation: 1304.41 (a) (3) ***Partnerships***

Goal: ***To enable the program to collaborate with partners in the communities in order to provide the highest level of services to children and families.***

Objective: ***The program will establish and maintain collaborative relationships with organizations to recruit volunteers to participate in the program.***

Task To Be Accomplished	Person Responsible	Responsible To Monitor	Projected Date of Completion	Documents or Forms
Collaboration and partnership agreements will be established with organizations to promote community members to volunteer in the Head Start program. They include.... Foster Grandparent Program Youth Programs TANF - Welfare to Work Program Winter Texan Groups School Districts STC – Students doing internship hours	Family Services Director Center Managers	Family Services Director Community Partnerships/ Transition Director	Ongoing	Local Partnership Agreements with Organizations to Promote Volunteers for Head Start

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Performance Standard C.F. Regulation: 1304.41 (a) (4) ***Partnerships***

Goal: ***To enable the program to collaborate with partners in the communities in order to provide the highest level of services to children and families.***

Objective: ***The program will establish and maintain collaborative relationships with organizations and agencies that are responsive to Head Start children with disabilities and their families' needs and interests.***

Task To Be Accomplished	Person Responsible	Responsible To Monitor	Projected Date of Completion	Documents or Forms
Review 1304.41 (a) (2) (iv): Family and Community Partnerships Program Plan - Page FS #29				

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Performance Standard C. F. Regulation: 1304.41 (b) ***Advisory Committees***

Goal: ***To enable the program to promote linkages that will address issues affecting Head Start children and families.***
Objective: ***To establish and maintain advisory committee that will be involved in the program planning and systems review in order to attain successful program implementation.***

Task To Be Accomplished	Person Responsible	Responsible To Monitor	Projected Date of Completion	Documents or Forms
The Program has established and will maintain a Health Services Advisory Committee that has a broad range of professional expertise and help promote linkages to exiting community resources. Its members include Head Start parents, community volunteers, and a variety of health and human service providers. The Health Services Advisory Committee is involved in many different aspects of program design and operations as specified in the Early Childhood Development & Health Services Program Plans. The advisory committees assist in developing and reviewing the program's operating plan.	Department Directors	Health Services Director Community Partnerships/ Transition Director	Bi-Annually	Meeting Agendas Minutes Reports Signature Sheets
The Program has established and will maintain Family Services, Transition/Community Partnerships, and Education Advisory Committees that have a broad range of professional expertise and help promote linkages to exiting community resources in specialized areas. Its members include Head Start parents, community volunteers, and a variety of experts in different fields. These Advisory Committees are involved in many different aspects of program design and operations. These advisory committees assist in developing and reviewing the program's operating plan.	Department Directors	Family Services Director Transition - Community Partnerships Director	Bi-Annually	Meeting Agendas Minutes Reports Signature Sheets

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Performance Standard C. F. Regulation: 1304.51 (i) (2) ***Ongoing Monitoring***

Goal: ***To ensure that the program is effectively implementing Federal regulations.***
Objective: ***To establish and maintain procedures for ongoing monitoring that will systematically measure strengths and weaknesses for the enhancement of quality service delivery in the area of Family and Community Partnerships.***

Task To Be Accomplished	Person Responsible	Responsible To Monitor	Projected Date of Completion	Documents or Forms
Children's Applications – Applications for enrollment are completed at the center level, and then submitted to the Family Services Department for processing. During processing, the applications are reviewed to ensure that documentation is collected to validate age and income eligibility. The policy council reviews and approves all applications on a monthly basis.	Case Managers Family Services Coordinators	Family Services Director	Ongoing Monthly	Applications for Enrollment Application Summary Report
Children's Attendance – Average daily attendance (ADA) reports are completed on a daily basis. Center staff reports actual number of children enrolled, present, absent and individual remarks. This report allows the Family Services Department to monitor attendance to ensure that the centers are within 95% attendance ratio.	Center Managers MIS Staff	Family Services Director MIS Director	Daily	Daily ADA Reports
Family Partnership Agreements (FPA) and Referrals – An FPA Tracking Log is completed on a monthly basis by case managers. This ensures that FPA's are completed on a timely basis and tracks the number of referrals generated based on strengths and needs. **Crisis Intervention** – The FPA Tracking Log also monitors referrals for crisis intervention.	Case Managers Family Services Staff	Family Services Coordinators Family Services Director	Monthly	Family Partnership Agreement Tracking Log
Exploring Parenting – The Exploring Parenting Parent Curriculum takes place at the individual centers. The numbers of parents participating and completing the course are tracked in the Family Services Monthly Activity Report.	Center Managers	Family Services Coordinators Family Services Director	Monthly	Family Services Monthly Activity Reports

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Performance Standard C. F. Regulation: 1304.51 (i) (2) ***Ongoing Monitoring***

Goal: ***To ensure that the program is effectively implementing Federal regulations.***
Objective: ***To establish and maintain procedures for ongoing monitoring that will systematically measure strengths and weaknesses for the enhancement of quality service delivery in the area of Family and Community Partnerships.***

Task To Be Accomplished	Person Responsible	Responsible To Monitor	Projected Date of Completion	Documents or Forms
Family Services Activities – The Family Services Department has established and maintains monthly activity reports. This report tracks all areas overseen by the Family Services Department to include ERSEA data, volunteer and parent involvement activities, parent committee meetings information and training and technical assistance information, etc.	Center Managers Family Services Coordinators	Family Services Director	Monthly	Family Services Monthly Activity Report
Child and Family Tracking – The Family Services Department is utilizing the ***PROMIS*** software program to maintain a child and family tracking system. The ***PROMIS*** program tracks information to compile the Program Information Report (PIR).	Case Managers Family Services Staff	Family Services Director MIS Director	Ongoing	PROMIS Reports
Community Partnership Agreements – The Family Services Department is utilizing the ***PROMIS*** software program to maintain a tracking system for informal and formal community partnership agreements. The ***PROMIS*** program tracks information to compile the Program Information Report (PIR).	Department Directors	Community Partnership and Transition Director	Ongoing	PROMIS Reports
Parent Complaints and Concerns – Parent Complaints and Concerns can be filed by any parent. Parents are encouraged to submit their complaints in writing. A Log is maintained to ensure that all parent complaints and concerns are followed up.	Center Managers Department Directors	Family Services Coordinators Family Services Director	Ongoing	Parent Complaints and Concerns Form Parent Complaints and Concerns Tracking Log

PARENT, FAMILY & COMMUNITY ENGAGEMENT FRAMEWORK

The Hidalgo County Head Start Program is committed to providing a system-wide "Parent, Family, and Community Engagement Framework" that is goal-directed, positive, culturally responsive and respectful of relationships with families.

Parent, Family and Community Engagement Framework

Hidalgo County Head Start Program

Advisory Committee Approval:	04.28.16
Policy Council Approval:	
Commissioners' Court Approval:	

INTRODUCTION - PARENT, FAMILY and COMMUNITY ENGAGEMENT FRAMEWORK

Parent and family engagement in Head Start is about building relationships with families that support family well-being, strong relationships between parents and their children, and ongoing learning and development for both parents and children. The Parent, Family, and Community Engagement (PFCE) Framework is a road map for progress in achieving the kinds of outcomes that lead to positive and enduring change for children and families. The PFCE Framework is a research-based approach to program change that shows how the Hidalgo County Head Start Program can work together as a whole – across systems and service areas – to promote parent and family engagement and children's learning and development (National Center on Parent, Family, and Community Engagement, 2011).

The Hidalgo County Head Start Program will implement the PFCE Framework by incorporating existing programs, strategies, and activities. When parent and family engagement activities are systemic and integrated across program foundations and program impact areas, family engagement outcomes are achieved, resulting in children who are healthy and ready for school. Parent and family engagement activities are grounded in positive, ongoing, and goal-oriented relationships with families.

POSITIVE & GOAL-ORIENTED RELATIONSHIPS

PROGRAM FOUNDATIONS	PROGRAM IMPACT AREAS	FAMILY ENGAGEMENT OUTCOMES	CHILD OUTCOMES
Program Leadership Continuous Program Improvement Professional Development	Program Environment Family Partnerships Teaching and Learning Community Partnerships	(1) Family Well-being (2) Positive Parent-Child Relationships (3) Families as Lifelong Educators (4) Families as Learners (5) Family Engagement in Transitions (6) Family Connections to Peers and Community (7) Families as Advocates and Leaders	Children are ready for school and sustain development and learning gains through third grade.

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PARENT, FAMILY and COMMUNITY ENGAGEMENT FRAMEWORK
PROGRAM YEAR 2016 – 2017

Family Engagement Outcome: **(1) FAMILY WELL-BEING: Parents and families are safe, healthy, and have increased financial security.**
Program Foundation: **Program Leadership**

Strategy	Task To Be Accomplished	Department or Person Responsible	Projected Date of Completion	Documents or Forms
Ensure that systems, supports and resources are in place to address professional development, continuous improvement, program environment and partnerships related to family well-being.	Continuous improvement, program environment, and partnerships are integrated all systems, and in the Program plans.	All Executive Team Members	August	Program Plans Procedures Manuals Strategic Plan
Incorporate goals related to family well-being into agency work plans and strategic planning.	All program work plans and strategic plans have the family well-being goals incorporated in the systems.	All Executive Team Members	May	Program Plans Strategic Plan
Ensure staff members have appropriate training and supervision and manageable caseloads.	All support services staff has a manageable caseload with no more than 50 cases per staff. Supervision is provided by the Center Managers; and training is provided primarily by the Family Services Department with supplemental training by all direct service departments.	Center Managers Family Services Other Direct Service Departments	May	Pre-Service Training Calendar T/TA Plan
Develop relationships with community members and community organizations that support families' interest and needs.	1) All Partnership Agreements ensure that inclusion of support of families' interest and needs are listed. 2) The Program develops and maintains relationships with community organizations that support families' interest and needs, through the Health, Education, Family & Community Partnerships, and Transportation Advisory Committees.	Community Partnership – Transition Department Direct Service Department Directors	August	Formal Partnership Agreements Advisory Committee Information: • Agendas • Sign-Ins • Minutes

CONTINUATION of Family Engagement Outcome: (1) FAMILY WELL-BEING:				
Strategy	**Task To Be Accomplished**	**Department or Person Responsible**	**Projected Date of Completion**	**Documents or Forms**
Promote cross-service area teamwork.	Support services staff is responsible to implement cross-services to families. Direct Service Departments provide continuous support and technical assistance when needed.	1) Support Services Staff 2) Teachers 3) Center Managers 4) Direct Services Departments	Ongoing	FPA Staffing Notes Conference Notes
Contract or hire a mental health consultant with appropriate credentials and experience to be a resource for staff and program needs around family well-being.	The Program currently has two (2) mental health consultants that are a resource for the families' well-being. Appropriate credentials are appropriated prior to hiring consultants.	Administrator for Education Procurement Director	August	Mental Health Service Contracts

HIDALGO COUNTY HEAD START PROGRAM
PARENT, FAMILY and COMMUNITY ENGAGEMENT FRAMEWORK
PROGRAM YEAR 2016 – 2017

Family Engagement Outcome: **(1) FAMILY WELL-BEING: Parents and families are safe, healthy, and have increased financial security.**
Program Foundation: **Continuous Program Improvement**

Strategy	Task To Be Accomplished	Department or Person Responsible	Projected Date of Completion	Documents or Forms
Use the community assessment and self-assessment surveys, the family partnership process, team meetings, and other tools to understand community and family needs and interests.	The Program understands the community and families' needs and interests by conducting surveys and integrating the outcomes into the community assessment, the self-assessment process, the FPA process, staffings, etc.	Asst. Program Directors Family Services Director Department Directors	Ongoing	Family Engagement Survey Community Assessment FPA
Review individual and system-wide family successes, helpful referrals and effective staff practices to evaluate family services.	The Program will implement a Family Engagement Survey (FES) to all families; and incorporate the referral process into the FES.	Family Services Department Support Services Staff	Pre: Aug – Sept Mid: Dec – Jan Post: April – May	Family Engagement Survey Referrals & Follow-ups
Collect data for individual families and aggregate it so that programs can review the effectiveness of family services.	The Program will collect the FES forms from families during the pre, mid, and post terms to review and analyze the effectiveness of family services based on family engagement outcomes.	Support Services Staff Family Services	Pre: Aug – Sept Mid: Dec – Jan Post: April – May	Family Engagement Survey FES - Report

HIDALGO COUNTY HEAD START PROGRAM
PARENT, FAMILY and COMMUNITY ENGAGEMENT FRAMEWORK
PROGRAM YEAR 2016 – 2017

Family Engagement Outcome: **(1) FAMILY WELL-BEING: Parents and families are safe, healthy, and have increased financial security.**
Program Foundation: **Professional Development**

Strategy	Task To Be Accomplished	Department or Person Responsible	Projected Date of Completion	Documents or Forms
Develop knowledge of relationship building that is grounded in cross-cultural responsiveness and strengths-based perspectives.	Training will take place for all case managers and teachers regarding cross-cultural responsiveness and strengths-based perspectives during Pre-Service.	Family Services Department	August	Pre-Service Training Agenda
Gain knowledge about mental health, child development and a variety of parenting practices, including unique ways to engage fathers.	Training will take place for all case managers/teachers regarding mental health, child development, parenting, and fatherhood engagement during Pre-Service & Exploring Parenting Classes.	Mental Health Department Education Department Family Services Department	August Ongoing	Pre-Service Training Agenda Exploring Parenting Agenda
Develop knowledge and skill in supporting families around financial literacy and financial stability.	Specialized training will be provided during Pre - Service for all case managers regarding supporting families about financial literacy & stability.	Family Services Department	August	Community Partnership Agreement
Reflect on daily practice and personal experience to increase self-awareness and effective relationship–building with families.	Training will take place for all case managers/teachers regarding self-awareness and effective relationship building with families during Pre-Service Training & Exploring Parenting Classes.	Family Services Department	August	Pre-Service Training Agenda
Develop knowledge of professional ethics around confidentiality, boundaries and self-determination.	Training will take place for all case managers/teachers regarding professional ethics, confidentiality, boundaries, and self-determination during Pre-Service.	Family Services Department	August	Pre-Service Training Agenda
Develop skill in coordination and collaboration with community partners.	Coordination and collaboration is integrated in all community partnership agreements.	Community Partnership & Transition Director	December	Community Partnership Agreements & MOU's

HIDALGO COUNTY HEAD START PROGRAM
PARENT, FAMILY and COMMUNITY ENGAGEMENT FRAMEWORK
PROGRAM YEAR 2016 – 2017

Family Engagement Outcome: **(1) FAMILY WELL-BEING: Parents and families are safe, healthy, and have increased financial security.**
Program Impact Area: **Program Environment**

Strategy	Task To Be Accomplished	Department or Person Responsible	Projected Date of Completion	Documents or Forms
Welcome all families—and all family structures, sizes and arrangements.	All types of families regardless of structure, size, and arrangements are welcomed to all facilities and activities of Head Start	Executive Director Assistant Program Directors All Head Start Staff	Ongoing	All Program Plans Welcome Signs at all Head Start facilities
Initiate relationships with families that are receptive, responsive and respectful.	All Head Start staff is responsible to be receptive, responsive and respectful of all Head Start families from the beginning of the families' association with the program.	All Head Start Staff	Ongoing	All Program Plans HCHSP Parent Handbook
Include family-friendly spaces with pictures and materials that affirm and welcome all families.	All HCHSP facilities have pictures, posters, and materials that encourage and welcome all families.	All Department Directors All Center Managers	Ongoing	Posters
Engage in honest dialogue with families about their expectations and staff/program objectives.	From the application process to transitioning out of the program staff engage in honest dialogue with families about expectations and program objectives.	All Center Level Staff All Administrative Staff	Ongoing	Parent Agreement for Enrollment Parent Conferences Home Visit Reports

HIDALGO COUNTY HEAD START PROGRAM
PARENT, FAMILY and COMMUNITY ENGAGEMENT FRAMEWORK
PROGRAM YEAR 2016 – 2017

Family Engagement Outcome: **(1) FAMILY WELL-BEING: Parents and families are safe, healthy, and have increased financial security.**
Program Impact Area: **Family Partnerships**

Strategy	Task To Be Accomplished	Department or Person Responsible	Projected Date of Completion	Documents or Forms
Use family partnership assessments as a tool for relationship building and as a basis for ongoing individualized family services.	The program develops an FPA with all families enrolled with the program.	Support Services Staff Center Managers	Ongoing	FPA Forms FPA Tracking Report
Help families identify their interests, articulate their strengths and needs and accomplish and/or develop goals.	The FPA is designed to ensure the identification of families' interests, strengths, needs, and goals.	Support Services Staff Center Managers	Ongoing	FPA Forms FPA Tracking Report
Use goal-oriented home visits to establish relationships with families and to identify and support their interests and needs through the family partnership process.	A home visit takes place with all families for the purpose of implementing the FPA.	Support Services Staff Center Managers	Ongoing	FPA Forms FPA Tracking Report
Assist families in using resources and systems of support regularly and continuously over a period of time.	During the FPA process, staff provides families with a HCHSP Community Resource Directory and develops a support system for families.	Support Services Staff Center Managers	Ongoing	FPA Forms FPA Tracking Report Community Resource Directory

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PARENT, FAMILY and COMMUNITY ENGAGEMENT FRAMEWORK
PROGRAM YEAR 2016 – 2017

Family Engagement Outcome: **(1) FAMILY WELL-BEING: Parents and families are safe, healthy, and have increased financial security.**
Program Impact Area: **Teaching and Learning**

Strategy	Task To Be Accomplished	Department or Person Responsible	Projected Date of Completion	Documents or Forms
Participate in cross-service area teams and program meetings to ensure that information about services related to family and child well-being can inform teaching.	Families meet with staff throughout the year to ensure that they are receiving information regarding all services related to child well-being, particularly during the FPA process and the referral process & follow-up. Case managers are cross-service area team members and staffings with families periodically take place for more intensive cross-service delivery.	Case Managers/ Support Services Staff & Center Managers	Ongoing	FPA Forms FPA Tracking Report Staffing Reports Referrals Referral Follow-ups

HIDALGO COUNTY HEAD START PROGRAM
PARENT, FAMILY and COMMUNITY ENGAGEMENT FRAMEWORK
PROGRAM YEAR 2016 – 2017

Family Engagement Outcome: **(1) FAMILY WELL-BEING: Parents and families are safe, healthy, and have increased financial security.**
Program Impact Area: **Community Partnerships**

Strategy	Task To Be Accomplished	Department or Person Responsible	Projected Date of Completion	Documents or Forms
Link families with support systems and resources and conduct purposeful follow up to determine their effectiveness.	During the FPA process, staff provides families with a HCHSP Community Resource Directory and develops a support system for families. Referrals & follow-ups are initiated with families to provide additional more specific support. The program also implements a Parent Fair that provides an avenue to link families with support systems and resources.	Support Services Staff Center Managers Community Partnership & Transition Department Family Services Department	Ongoing	FPA Forms FPA Tracking Report Community Resource Directory Referral Form Referral Follow-up Form Parent Fair Agenda
Participate in community meetings and initiatives that increase program capacity to respond to the needs and interests of families.	All Direct Services Departments such as Education, Health/Mental Health, Nutrition, Special Services, Family Services, and Transition Departments have an Advisory Meeting. These advisory meetings are made up of families and cross-service community partner professionals. The Advisory Meetings review program plans that are responsive of families' needs and interests. Departments also participate in community meetings and activities that promote Head Start families' interests and needs.	All Direct Service Departments	Ongoing	Advisory Committee Agendas & Sign In Rosters Community Partnership Meeting & Activity Agendas

HIDALGO COUNTY HEAD START PROGRAM
PARENT, FAMILY and COMMUNITY ENGAGEMENT FRAMEWORK
PROGRAM YEAR 2016 – 2017

Family Engagement Outcome: **(2) POSITIVE PARENT-CHILD RELATIONSHIPS: Beginning with transitions to parenthood, parents and families develop warm relationships that nurture their child's learning and development.**

Program Foundation: **Program Leadership**

Strategy	Task To Be Accomplished	Department or Person Responsible	Projected Date of Completion	Documents or Forms
Ensure that systems, supports and resources are in place to address professional development, continuous improvement, program environment and partnerships related to supporting positive parent-child relationships.	Continuous improvement, program environment, and partnerships are integrated all systems and in the program plans as it relates to supporting positive parent-child relationships.	All Executive Team Members	August	Program Plans Procedures Manuals Strategic Plan
Incorporate goals related to positive parent-child relationships into agency work plans and strategic planning.	Positive parent-child relationship goals have been incorporated into the program's strategic and work plans.	All Executive Team Members	May	Program Plans Procedures Manuals Strategic Plan
Ensure staff members have appropriate training, effective supervision, and manageable caseloads to support families and their relationships with their infants, toddlers and preschool age children.	All staff receives training that is supportive of families and their relationship with their children. All support services staff has a manageable caseload with no more than 50 cases per staff. Supervision is provided by the Center Managers; and training is provided primarily by the Family Services Department with supplemental training by all direct service departments.	Center Managers Family Services Other Direct Service Departments	May	Pre-Service Training Calendar T/TA Plan
Promote cross-service area teamwork.	Support services staff is responsible to implement cross-services to families. Direct Service Departments provide continuous support and technical assistance when needed.	1) Support Services Staff 2) Teachers 3) Center Managers 4) Direct Services Departments	Ongoing	FPA Staffing Notes Conference Notes

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PARENT, FAMILY and COMMUNITY ENGAGEMENT FRAMEWORK
PROGRAM YEAR 2016 – 2017

Family Engagement Outcome: **(2) POSITIVE PARENT-CHILD RELATIONSHIPS: Beginning with transitions to parenthood, parents and families develop warm relationships that nurture their child's learning and development.**

Program Foundation: **Continuous Program Improvement**

Strategy	Task To Be Accomplished	Department or Person Responsible	Projected Date of Completion	Documents or Forms
Use self-assessments, related surveys and ongoing conversations with families to reflect on staff relationships with families and identify areas for improvement.	The program will implement the PFCE Framework Self-Assessment to identify staff relationships with families and identify areas of improvement. The program will implement a program wide self-assessment. Staff will document ongoing dialog with families to reveal staff relationships with families.	Family Services Director Assistant Program Director Executive Team Members Support Services Staff	February Ongoing	PFCE Framework Self-Assessment Instrument Monitoring Protocol Family Contact Notes – Child's Comprehensive File
Use self-assessments and related surveys to better understand participants' parenting practices, and use this information to improve parenting education and parenting supports.	The program will implement the PFCE Framework Self-Assessment to better understand parenting practices and improve parent education and supports. The program will implement an evaluation survey from participants who attend the Exploring Parenting Program.	Family Services Director Assistant Program Director Center Managers	February March	PFCE Framework Self-Assessment Instrument Exploring Parenting - Evaluation Survey

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Family Engagement Outcome: **(2) POSITIVE PARENT-CHILD RELATIONSHIPS: Beginning with transitions to parenthood, parents and families develop warm relationships that nurture their child's learning and development.**

Program Foundation: **Professional Development**

Strategy	Task To Be Accomplished	Department or Person Responsible	Projected Date of Completion	Documents or Forms
Gain knowledge about the needs of prenatal and postnatal pregnant women and their families how mental health and wellness affects families.	Training will take place for all support services staff regarding information and understanding about how mental health and wellness affects families.	Health Services Director Mental Health Coordinator	August Ongoing	Pre-Service Training Agenda T/TA Plan
Gain knowledge about the needs of parents who are parenting a child with a disability.	Training will take place for all teaching and support services staff about the needs of parenting a child with a disability.	Special Services Director Special Services Coordinator Family Services Director Family Services Coordinator	August Ongoing	Pre-Service Training Agenda T/TA Plan
Gain knowledge about the unique ways to engage fathers.	Training will take place for all teaching and support services staff about engaging fathers.	Health Services Director Family Services Director	August Ongoing	Pre-Service Training Agenda T/TA Plan
Gain knowledge about the communication styles and relationship building.	Training will take place for all support services staff regarding communication styles and relationship building.	Family Services Director Family Services Coordinators	January	Exploring Parenting – Facilitator Training
Gain knowledge about child development.	Training will take place for all teaching and support services staff regarding child development.	Education Directors	August Ongoing	Pre-Service Training Agenda T/TA Plan
Gain knowledge about the effect of trauma on parent-child relationships.	Training will take place for all support services staff regarding effects of trauma on parent-child relationships.	Family Services Director Family Services Coordinators	November January Ongoing	FPA Training Agenda Exploring Parenting – Facilitator Training
Gain knowledge about a variety of parenting practices.	Training will take place for all support services staff regarding diversity of parenting practices.	Family Services Director Family Services Coordinators	January	Exploring Parenting – Facilitator Training

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PARENT, FAMILY and COMMUNITY ENGAGEMENT FRAMEWORK
PROGRAM YEAR 2016 – 2017

Family Engagement Outcome: **(2) POSITIVE PARENT-CHILD RELATIONSHIPS: Beginning with transitions to parenthood, parents and families develop warm relationships that nurture their child's learning and development.**

Program Impact Area: **Program Environment**

Strategy	Task To Be Accomplished	Department or Person Responsible	Projected Date of Completion	Documents or Forms
Hold the child and family in high regard and partner effectively with different groups of parents.	All children and families are held in high regard and are provided a variety of opportunities to associate with different groups of parents throughout the year.	All Executive Team Members Family Services Director	Ongoing	Parent Meeting Agendas Parent Conferences Advisory Committee Information: • Agendas • Sign-Ins • Minutes
Provide opportunities that support parents' needs to connect with other parents for reflection, information, ideas and support.	All parents are provided opportunities to participate in the Exploring Parenting Curriculum that will give parents a chance to connect with other parents for information, ideas and support.	Family Services Director Family Services Coordinators Support Services Staff	March	Exploring Parenting - Agendas
Support parent-child relationships in a way that values the culture and language of the family and recognizes how different cultural influences may influence family development.	All parents are respected and supported in all cultural and language influences and how it influences family development and support parent-child relationships. Classroom instruction and particularly child take home activities are reflective of the value of cultural and language diversity.	All Executive Team Members All Teaching Staff All Support Services Staff	Ongoing	Exploring Parenting – Agendas Classroom Lesson Plans Child Take Home Activities

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PROGRAM YEAR 2016 – 2017

Family Engagement Outcome: **(2) POSITIVE PARENT-CHILD RELATIONSHIPS: Beginning with transitions to parenthood, parents and families develop warm relationships that nurture their child's learning and development.**

Program Impact Area: **Family Partnerships**

Strategy	Task To Be Accomplished	Department or Person Responsible	Projected Date of Completion	Documents or Forms
Provide opportunities for parents to learn about expectant parenting and prenatal health, the developing role of young parents (for adolescent parents), and/or about their roles as new mothers and fathers.	N/A – HCHSP does not operate an Early Head Start Program			
Help families identify appropriate practices that complement the stages of their developing child.	All parents are provided opportunities to participate in Exploring Parenting. The Child Development module helps parents understand the appropriate practices regarding the different stages.	Family Services Staff Support Services Staff	March	Exploring Parenting - Agenda
Foster meaningful, reciprocal relationships between mother and child, and father and child in a manner that is both culturally receptive and responsive.	All parents are provided opportunities to participate in Exploring Parenting. The "Getting Involved in Your Child's World" module helps with relationship development.	Family Services Staff Support Services Staff	September – May	Exploring Parenting Agenda
Support parents and families in ensuring the health and safety of their infants, toddlers and preschoolers.	All parents are supported in ensuring the health and safety of their preschoolers by doing follow-up with parents in the physical, dental, and other health screenings and exams.	Support Services Staff	Ongoing	Health Screening Reports Physical & Dental Exams PROMIS Reports
Support a father's efforts to connect with and be responsible for his child at all ages and stages of development.	The program implements a yearly Fatherhood Conference that provided training to fathers regarding their role in their child's development.	Mental Health Coordinator Family Services Director	February	Fatherhood Conference Agenda

CONTINUATION of Family Engagement Outcome: (2) POSITIVE PARENT-CHILD RELATIONSHIPS:				
Support families in seeking support from mental health consultants or other community agencies when there are parent-child relationship challenges that require additional services.	The program provides opportunities to all families seeking support and requires additional services from mental health consultants or other community agencies. This is accomplished through the FPA and referral process. A community resource directory is provided to all parents at the beginning of the year.	Health Services Director Mental Health Coordinator Support Services Staff	Ongoing	Family Partnership Agreement (FPA) Referrals & Follow-ups Community Resource Directory Mental Health Consultants – Providers List
Foster strong co-parenting relationships as appropriate.	The program provides opportunities when appropriate in fostering strong co-parent relationships. Both parents are provided information regarding the child and information about all program events are provided to both parents.	All Executive Team Members Support Services Staff	Ongoing	Child's Comprehensive File FPA

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PARENT, FAMILY and COMMUNITY ENGAGEMENT FRAMEWORK
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Family Engagement Outcome: **(2) POSITIVE PARENT-CHILD RELATIONSHIPS: Beginning with transitions to parenthood, parents and families develop warm relationships that nurture their child's learning and development.**

Program Impact Area: **Teaching and Learning**

Strategy	Task To Be Accomplished	Department or Person Responsible	Projected Date of Completion	Documents or Forms
Engage with parents as equal partners in learning about their child while acknowledging parents' premier role as their child's first teacher.	The program acknowledges the parents' role as the child's first teacher and encourages parents to engage with the program regarding all aspects of the child's learning. This is accomplished by continuous interaction with parents regarding the child's learning, daily contact, and a variety of program activities throughout the year.	All Teaching staff All Support Services Staff	Ongoing	Parent Conference Notes Parent Handbook
Foster meaningful, reciprocal relationships between mother and child, and father and child in a manner that is both culturally receptive and responsive.	The program incorporates programs and activities implements programs such as Exploring Parenting, the Read-Aloud Program, and Child Take Home Activities that foster meaningful shared relationships between the child and each parent that is culturally receptive and responsive. The program provides all information to families in both English and Spanish.	Family Services Director Education Directors Center Managers Support Services Staff Teachers	Ongoing	Exploring Parenting – Agenda Monthly Parent Committee Meetings – Read Aloud Section Parent Handbook
Talk together with families about the child's signals in ways that help families explore these signals and understand and respond to their child's behavior.	The program implements the DECA Assessment Instrument with all children within 45 days after enrollment and is shared with families and helps explore and understand and respond to their child's behavior.	Health Services Director Mental Health Coordinator Center Managers Teachers	45 days after enrollment Ongoing	DECA Instrument Parent Conference Notes

CONTINUATION of Family Engagement Outcome: (2) POSITIVE PARENT-CHILD RELATIONSHIPS:				
Work together with families to help children overcome behavioral challenges.	Positive Behavior Support (PBS) program that helps families understand their child's behavior and helps explore triggers.	Health Services Director Mental Health Coordinator Teachers Support Services Staff	Ongoing	Referral Form PBS – Contact Notes

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Family Engagement Outcome: **(2) POSITIVE PARENT-CHILD RELATIONSHIPS: Beginning with transitions to parenthood, parents and families develop warm relationships that nurture their child's learning and development.**

Program Impact Area: **Community Partnerships**

Strategy	Task To Be Accomplished	Department or Person Responsible	Projected Date of Completion	Documents or Forms
Engage community partners to help support the needs and goals of pregnant and expectant families and new parents.	HCHSP Does Not Operate an Early Head Start Program			
Engage community partners to help support the needs of families who are parenting during stressful and challenging times.	Community Partnership Agreements are maintained with Texas A&M AgriLife Program, MHMR Texas Tropical, Hope Family Clinic, Mujeres Unidas/Women Together, Texas Attorney General, Community Service Agency, and Texas Workforce Solutions, WIC that help support the needs of families during stressful and challenging times. All parents receive a Head Start Community Directory that identifies partners that can assist families within the area.	Community Partnership & Transition Director Family Services Director Executive Team Members	Ongoing	Community Partnership Agreements Community Resource Directory

HIDALGO COUNTY HEAD START PROGRAM
PARENT, FAMILY and COMMUNITY ENGAGEMENT FRAMEWORK
PROGRAM YEAR 2016 – 2017

Family Engagement Outcome: **(3) FAMILIES AS LIFELONG EDUCATORS: Parents and families observe, guide, promote and participate in the everyday learning of their children at home, school, and their communities.**

Program Foundation: **Program Leadership**

Strategy	Task To Be Accomplished	Department or Person Responsible	Projected Date of Completion	Documents or Forms
Ensure that systems, supports and resources are in place to address professional development and continuous improvement, program environment and partnerships related to families as lifelong educators.	The program supports professional development with staff, such as pre-service and in-service training, assistance with advance education in a related field that would foster partnerships with families to assist them in being lifelong educators. Parents are provided with ongoing training such as Exploring Parenting, Monthly Parent Training, Parent Conferences, etc. that also fosters development of being lifelong educators.	All Executive Team Members	Ongoing	Program Plans Procedures Manuals Pre-Service Training Agenda In-Service Training Agenda T/TA Plan Exploring Parenting – Agenda Monthly Parent Meeting Agenda – Topic of Month
Incorporate goals related to families as lifelong educators into agency work plans and strategic planning.	All program work plans and strategic plans have incorporated goals related to families as lifelong educators into the systems. All program plans include parent training opportunities.	All Executive Team Members	May	Program Plans Procedures Manuals Strategic Plan
Collaborate with school systems to support and empower families in their continued role as their child's lifelong educators.	Community Partnership Agreements are in place with thirteen (13) LEA's that support families role as their child's lifelong educators by participating in Transition Meetings that share information about the child's progress in Head Start.	Executive Director Assistant Program Directors Community Partnership & Transition Director Family Services Director	Ongoing	Partnership Agreements

CONTINUATION of Family Engagement Outcome: (3) FAMILIES AS LIFELONG EDUCATORS:				
CONTINUED: Collaborate with school systems to support and empower families in their continued role as their child's lifelong educators.	The program has partnered with Edinburg, Mercedes, and McAllen ISD with the Texas Literacy Initiative (TLI) Program that also empowers families in their continued role as their child's lifelong educators.	Executive Director Assistant Program Directors Community Partnership & Transition Director Family Services Director	Ongoing	Partnership Agreements
Promote cross-service area teamwork.	Support services staff is responsible to implement cross-services to families. Direct Service Departments provide continuous support and technical assistance when needed. Staff from the TFI Initiative participates in cross-service area teamwork in promoting families as lifelong learners.	1) Support Services Staff 2) Teachers 3) Center Managers 4) Direct Services Departments 5) TFI Staff	Ongoing	FPA Staffing Notes Conference Notes

HIDALGO COUNTY HEAD START PROGRAM
PARENT, FAMILY and COMMUNITY ENGAGEMENT FRAMEWORK
PROGRAM YEAR 2016 – 2017

Family Engagement Outcome: **(3) FAMILIES AS LIFELONG EDUCATORS: Parents and families observe, guide, promote and participate in the everyday learning of their children at home, school, and their communities.**

Program Foundation: **Continuous Program Improvement**

Strategy	Task To Be Accomplished	Department or Person Responsible	Projected Date of Completion	Documents or Forms
Use self-assessments, related surveys and staff service integration meetings to better understand the effectiveness of family-staff relationships with respect to teaching and learning.	The program will implement the PFCE Framework Self-Assessment and the Family Engagement Survey (FES), the Lap-D, and the CLASS assessment to identify and understand the effectiveness of family-staff relationships with respect to teaching and learning.	Assistant Program Director Family Services Director Support Services Staff	February Pre: Aug – Sept Mid: Dec – Jan Post: April – May	PFCE Framework Self-Assessment FES: Outcome Report Lap-D Assessment CLASS Assessment
Use information from the self-assessment and related surveys to improve staff-family relationships and to strengthen family literacy practices.	The program will utilize the information from the PFCE Framework Self-Assessment, and the Family Engagement Survey (FES) to identify needed improvements and to strengthen family literacy practices.	Assistant Program Director Education Director Family Services Director	March May	PFCE Framework Self-Assessment: Outcome Report FES: Outcome Report Lap-D Assessment Report CLASS Assessment Report

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PARENT, FAMILY and COMMUNITY ENGAGEMENT FRAMEWORK
PROGRAM YEAR 2016 – 2017

Family Engagement Outcome: **(3) FAMILIES AS LIFELONG EDUCATORS: Parents and families observe, guide, promote and participate in the everyday learning of their children at home, school, and their communities.**

Program Foundation: **Professional Development**

Strategy	Task To Be Accomplished	Department or Person Responsible	Projected Date of Completion	Documents or Forms
Include teachers/teachers' assistants in parenting education sessions so parents and teachers can share information about child learning and development, and program curriculum.	Teaching staff will participate when possible in the Exploring Parenting program, and will participate in the "Reading Initiative Program" during the Parent Meetings as facilitators so that they can share information about child learning and development and program curriculum.	Education Directors Center Managers Teaching Staff	Monthly February Ongoing	Exploring Parenting Agenda Monthly Parent Committee Meetings – Reading Initiative Program

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PARENT, FAMILY and COMMUNITY ENGAGEMENT FRAMEWORK
PROGRAM YEAR 2016 – 2017

Family Engagement Outcome: **(3) FAMILIES AS LIFELONG EDUCATORS: Parents and families observe, guide, promote and participate in the everyday learning of their children at home, school, and their communities.**

Program Impact Area: **Program Environment**

Strategy	Task To Be Accomplished	Department or Person Responsible	Projected Date of Completion	Documents or Forms
Welcome families to observe and participate in their child's classroom (or home-based) activities.	Parents are encouraged to participate in the program as volunteers and/or observers in order to feel welcomed and build trust. Activities include.... Enrollment & Health Fairs, volunteer & observer opportunities, parent orientation training, Parent Committee Meetings, Open House, Parent - Staff Conferences, and home visits.	Teachers Center Managers Support Services Staff	Daily Ongoing	HCHS Program Calendar
Support and encourage parents to share tips on everyday learning practices with staff and other families.	Parents are encouraged, in particular to share tips on everyday learning practices with staff; such as during enrollment and health fairs, parent orientation training, open house, home visits and parent-teacher conferences.	Teachers Center Managers Support Services Staff	Daily Ongoing	HCHS Program Calendar

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PARENT, FAMILY and COMMUNITY ENGAGEMENT FRAMEWORK
PROGRAM YEAR 2016 – 2017

Family Engagement Outcome: **(3) FAMILIES AS LIFELONG EDUCATORS: Parents and families observe, guide, promote and participate in the everyday learning of their children at home, school, and their communities.**

Program Impact Area: **Family Partnerships**

Strategy	Task To Be Accomplished	Department or Person Responsible	Projected Date of Completion	Documents or Forms
Support relationships between parents and their children as part of the foundation for interactions around early learning.	The program has a Reading Initiative Program "Once Upon a Time – Parent Lending Library" Parent/Child Take Home Activities are facilitated by Teachers. Activities are Curriculum Based.	Education Department	Ongoing	Lending Library – Sign In Sheets Parent/Child Take Home Activity Log
Provide opportunities and support parents in working toward their own literacy goals.	The program maintains partnership agreements with agencies that offer classes in the areas of ESL, ABE, GED, and Job Readiness and refers parents to the appropriate agency. The program has established a Partnership Agreement (PA) with Texas Workforce Solutions to collaborate for additional services to parents.	Teachers Center Managers Support Services Staff	Ongoing August thru May	Referral Form PA - South Texas College PA - Mercedes ISD, GED Testing Program PA - Texas Workforce Solutions

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PARENT, FAMILY and COMMUNITY ENGAGEMENT FRAMEWORK
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Family Engagement Outcome: **(3) FAMILIES AS LIFELONG EDUCATORS: Parents and families observe, guide, promote and participate in the everyday learning of their children at home, school, and their communities.**

Program Impact Area: **Teaching and Learning**

Strategy	Task To Be Accomplished	Department or Person Responsible	Projected Date of Completion	Documents or Forms
Consistently connect with families to gather child information and parent observations to inform teaching.	The program gathers information about the child from the parent for the purpose of understanding teaching methods during the enrollment process, home visits, parent – teacher conferences, and day-to-day interactions.	Education Directors Center Managers Teachers	Ongoing	Child's Comprehensive File Home Visit Reports Parent-Teacher Conferences Family Contact Notes
Share information about children's social, emotional, and cognitive development and the importance of the home language (with families of children who are dual language learners).	The program shares information about the child's social, emotional, cognitive development and importance of home language during LAP-D assessments, DECA assessments, home-visits, parent-teacher conferences.	Education Directors Center Managers Teachers	Ongoing	LAP-D Assessments DECA Assessments Home Visit Reports Parent-Teacher Conference Notes
Share information about approaches that promote child outcomes outlined in the Head Start Child Development and Early Learning Framework.	Staff shares information with families regarding child outcomes during the LAP-D meetings. The LAP-D Assessment is aligned with the Head Start Child Development and Early Learning Framework.	Education Directors Center Managers Teachers	Ongoing	LAP-D Assessment Reports Parent-Teacher Conference Notes
Engage parents in conversations where child assessment data is shared and parents learn about children's progress.	Home visits, DECA & LAP-D meetings involve staff engaging parents in dialogue regarding child assessment progress and corresponding data.	Education Directors Center Managers Teachers	Ongoing	LAP-D Assessments DECA Assessments Home Visit Reports Parent-Teacher Conference Notes

CONTINUATION of Family Engagement Outcome: (3) FAMILIES AS LIFELONG EDUCATORS:				
Use a database/management information system that is accessible to families and that assists teachers in sharing child assessment information in an understandable, family-friendly format.	The LAP-D database information system is family friendly and helps teachers share information with families about their child assessment outcomes.	Education Directors MIS Director Center Managers Teachers	Ongoing	LAP-D Assessment Reports

Family Engagement Outcome: **(3) FAMILIES AS LIFELONG EDUCATORS: Parents and families observe, guide, promote and participate in the everyday learning of their children at home, school, and their communities.**

Program Impact Area: **Community Partnerships**

Strategy	Task To Be Accomplished	Department or Person Responsible	Projected Date of Completion	Documents or Forms
Support family experiences with community resources that support children's learning and development, such as libraries and museums.	In order to support family experiences, collaboration and partnership agreements are established with local elementary schools, cultural institutions, libraries, and other organizations. Field trips are arranged to a variety of places and families are encouraged to participate. They include: McAllen International Museum Museum of South Texas History City Libraries and Local Elementary Libraries.	Education Area Directors Community Partnership & Transition Director Center Managers	Ongoing	Community Partnership Agreements Field Trip Reports
Share information with families about resources and services for children with disabilities.	Information is shared with families about resources for children with disabilities. Partnership agreements are established with providers and agencies that include; LEA's Local Education Agencies, Region I Easter Seals & ECI Program, Physicians & Specialists, Hospitals & Clinics, Therapists, UTRGV – OT Dept., MHMR and pharmacies. Referrals are initiated to agencies for families needing assistance for children with disabilities or suspected disabilities.	Special Services Director Special Services Coordinators Family Services Director Family Services Coordinators Support Services Staff	Ongoing	Family Contact Notes Referrals and Follow-up Forms

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Family Engagement Outcome: **(4) FAMILIES AS LEARNERS: Parents and families advance their own learning interests through education, training and other experiences that support their parenting, careers, and life goals.**

Program Foundation: **Program Leadership**

Strategy	Task To Be Accomplished	Department or Person Responsible	Projected Date of Completion	Documents or Forms
Ensure that systems, supports and resources are in place to address professional development, continuous improvement, program environment and partnerships related to families learning goals for themselves and their children.	The program supports professional development with staff, such as pre-service and in-service training, assistance with advance education in a related field that would staff help families learn and develop goals for themselves and their children. Parents are provided with ongoing support for goal development during the FPA process. .	Family Services Director Support Services Staff	Ongoing	FPA FPA Tracking Report Family Contact Notes
Incorporate goals related to family learning into agency work plans and strategic planning.	All program work plans and strategic plans have incorporated goals related to family learning into the systems. All program plans include parent training opportunities.	All Executive Team Members	May	Program Plans Procedures Manuals Strategic Plan
Form agreements with education entities and organizations that support staff and families' education and training goals.	Community Partnership Agreements are in place with education entities that support staff and families' education and training goals such as: South Texas College, Region I Education Service Center, Mercedes ISD GED Testing Center, Texas A&M AgriLife Program, RGV Council and Texas Workforce Solutions. Referrals are referred to agencies for assistances.	Executive Director Assistant Program Directors Community Partnership & Transition Director Support Services Staff	Ongoing	Community Partnership Agreements Referral Forms and Referral Follow-up Forms

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Family Engagement Outcome: **(4) FAMILIES AS LEARNERS: Parents and families advance their own learning interests through education, training and other experiences that support their parenting, careers, and life goals.**

Program Foundation: **Continuous Program Improvement**

Strategy	Task To Be Accomplished	Department or Person Responsible	Projected Date of Completion	Documents or Forms
Use community assessments, self-assessments, family partnership agreements and related surveys on education and training services in the program and community to understand opportunities and challenges.	In order to understand opportunities and challenges the program will implement a Community Assessment UTRGV that is used to determine the strengths and needs of our community and to plan and strategize for the coming years. An FPA is implemented with all participants to identify individual families' strengths and needs. The Family Engagement Survey (FES) will provide educational and training services needed by the parents.	Family Services Director Assistant Program Director Support Services Staff	November Ongoing	Head Start Community Assessment FPA – Family Partnership Agreement FPA Tracking Log FES – Family Engagement Survey
Use information from community assessments, self-assessments and related surveys to improve family options for GED, training, certificate, and degree programs.	The information contained in the Community Assessment and the Self-Assessment will provide the program information regarding the need to expand current partnership agreements with agencies that assist families with GED, training, certificate and degree programs.	Community Partnerships & Transition Director	Ongoing	Head Start Community Assessment Community Resource Directory

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Family Engagement Outcome: **(4) FAMILIES AS LEARNERS: Parents and families advance their own learning interests through education, training and other experiences that support their parenting, careers, and life goals.**

Program Foundation: **Professional Development**

Strategy	Task To Be Accomplished	Department or Person Responsible	Projected Date of Completion	Documents or Forms
Create "learning communities" for staff.	The program has partnerships with agencies such as UTRGV and STC that generate a learning community for staff. The program has a networking meeting for support services staffs that provides an opportunity for staff to learn about different agencies that will assist them help families connect with agencies.	Community Partnership & Transition Director Support Services Staff	September Ongoing	Networking Meeting Agenda Community Resource Directory
Develop staff skills to support families in meeting their learning goals.	The program provides pre-service and in-service training, along with an FPA training to help staff develop skills that will support families meeting their learning goals.	All Executive Team Members Family Services Director Support Services Staff	August November Ongoing	Pre-Service Training Agenda FPA Training Agenda
Develop knowledge about different kinds of education and training opportunities available to families.	The program provides a variety of training opportunities to families in order to develop education that includes, parent orientation training, volunteer training, parent leadership training, parent fair, fatherhood conference, and the Exploring Parenting program.	Family Services Director Teachers Center Managers Mental Health Coordinator	August September November February Ongoing	HCHS Program Calendar Exploring Parenting Agenda
Prepare staff to engage parents in meaningful and creative ways in parent meetings and trainings.	Support services staff and teaching staff are provided training during pre-service on how to engage parents in meetings and trainings that are meaningful.	Family Services Director	August Ongoing	Pre-Service Training Agenda

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Family Engagement Outcome: **(4) FAMILIES AS LEARNERS: Parents and families advance their own learning interests through education, training and other experiences that support their parenting, careers, and life goals.**

Program Impact Area: **Program Environment**

Strategy	Task To Be Accomplished	Department or Person Responsible	Projected Date of Completion	Documents or Forms
Welcome and support families as learners.	The program provides a variety of opportunities that supports them as learners, i.e.; parent orientation training, volunteer training, parent leadership training, parent fair, fatherhood conference, Exploring Parenting, and the FPA process.	Family Services Director Support Services Staff Center Managers Health Services Director	Ongoing	HCHS Program Calendar Exploring Parenting Agenda Family Partnership Agreement
Make information available that supports parents' personal growth and career development.	Parents are provided support for personal growth & career development during the FPA process. Referrals are initiated that can assist parents.	Support Services Staff Family Services Staff Community Partnerships & Transition Staff	Ongoing	FPA Referral Forms Follow-up Forms
Ensure that parent meetings and trainings are announced routinely, that announcements are inviting, and that language is not a barrier to parent participation.	All parent meetings and trainings are scheduled to meet the needs of families and all meetings are conducted in both English and Spanish. A Parent Handbook is provided to all parents that contains the yearly calendar. Reminders are routinely sent.	Family Services Director Executive Team Members Center Managers	Ongoing	Parent Handbook HCHS Program Calendar
Provide opportunities for families to connect with other families in the program or community that are working to achieve similar learning/educational goals.	Families are provided opportunities to connect with other families with the variety of programs that are conducted for parents throughout the year; and parents are provided with referrals to participate in support groups with others that have similar goals.	Executive Team Members Support Services Staff	Ongoing	Parent Handbook HCHS Program Calendar Referral Forms

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Family Engagement Outcome: **(4) FAMILIES AS LEARNERS: Parents and families advance their own learning interests through education, training and other experiences that support their parenting, careers, and life goals.**

Program Impact Area: **Family Partnerships**

Strategy	Task To Be Accomplished	Department or Person Responsible	Projected Date of Completion	Documents or Forms
Use the family partnership process to assist families with their education and training goals, and provide referrals to educational resources (GED, adult education, ESL, employment opportunities, workplace literacy, parenting skills, job training, job preparation skills, etc.)...	The program maintains partnership agreements with agencies that offer classes in the areas of ESL, ABE, GED, and Job Readiness and refers parents to the appropriate agency. The program has established a Partnership Agreement (PA) with Texas Workforce Solutions to collaborate for additional services to parents.	Community Partnership & Transition Staff Center Managers Support Services Staff	Ongoing August thru May	Referral Form PA - South Texas College PA - Mercedes ISD, GED Testing Program PA - Texas Workforce Solutions
Follow-up on referrals to ensure that families are enrolled and have the necessary supports to complete their education and/or training.	Follow-ups are conducted by support services staff within 2 weeks for all referrals initiated in order to ensure families are receiving necessary supports.	Support Services Staff	Ongoing	Follow-up Form Family Contact Notes
Invite past program parents and community volunteers to share their educational and career experiences with families.	Past program parents and community volunteers are invited to participate in the annual Volunteer Training in order to share their past experiences with current Head Start families.	Family Services Staff	September	Volunteer Training Agenda
Invite families to volunteer or apply for jobs in the program in ways that support their parenting, career or life goals.	Families are encouraged to volunteer and apply for jobs in the program. HS families are provided with added points in the rating system; and the substitute pool is formulated for parents.	Head Start Director Family Services Director Human Resource Director	September Ongoing	Volunteer Training Agenda Volunteer Folder Application for Employment Form

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Family Engagement Outcome: **(4) FAMILIES AS LEARNERS: Parents and families advance their own learning interests through education, training and other experiences that support their parenting, careers, and life goals.**

Program Impact Area: **Teaching and Learning**

Strategy	Task To Be Accomplished	Department or Person Responsible	Projected Date of Completion	Documents or Forms
Support parents as learners in parenting education programs that help parents learn more about their child's learning, development and behavior.	All parents are provided opportunities to participate in Exploring Parenting. The Child Development module helps parents understand the appropriate practices regarding the different stages.	Family Services Staff Support Services Staff	March	Exploring Parenting - Agenda
Support family literacy activities between parents and children.	Families are encouraged to participate in the Read Initiative Program during the Parent Meetings as facilitators so that they can share information about child learning and development and program curriculum. The Child Take Home Activities provides an opportunity for parents and children share in literacy activities that support reciprocal learning. Families are also encouraged to participate in the educational lesson plan development in the classroom.	Education Directors Center Managers Teaching Staff	Monthly February Ongoing	Exploring Parenting Agenda Monthly Parent Committee Meetings – Read Initiative Program Child Take Home Activities Classroom Lesson Plans
Encourage families to observe and participate in child learning and development during home visits and in classrooms.	Home visits provide an opportunity for families to interact with staff regarding child learning and development and to share observations of classroom experiences.	Education Directors Center Managers Teachers	Fall Spring	Home Visit Reports

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Family Engagement Outcome: **(4) FAMILIES AS LEARNERS: Parents and families advance their own learning interests through education, training and other experiences that support their parenting, careers, and life goals.**

Program Impact Area: **Community Partnerships**

Strategy	Task To Be Accomplished	Department or Person Responsible	Projected Date of Completion	Documents or Forms
Link families to community resources for internships, volunteer activities and other experiences that expand their knowledge and skills and build on their career interests.	A Head Start Parent Fair is held where 60 different agencies are given an opportunity for families to link with community resources that will expand their knowledge and skills and build on their career interests. Referrals are made to agencies for additional help.	Family Services Staff Support Services Staff	November Ongoing	Parent Fair Agenda Referral Form
Form partnerships with educational resources in the community and beyond, including higher education institutions, to support families' learning interests and educational goals.	The program maintains partnership agreements with local higher education institutions such as South Texas College and the University of Texas Rio Grande Valley; and refers families in order to support families' educational goals. This is done during the development of the FPA.	Family Services Staff Support Services Staff	Ongoing	Referral Form FPA PA - South Texas College PA - UTRGV
Form partnerships with adult educators who creatively enhance education and training opportunities for families.	The program maintains partnership agreements with agencies that offer classes in the areas of ESL, ABE, GED, and Job Readiness and refers parents to the appropriate agency. The program has established a Partnership Agreement (PA) with Texas Workforce Solutions to collaborate for additional services to parents.	Community Partnership & Transition Staff Center Managers Support Services Staff	Ongoing August thru May	Referral Form PA - South Texas College PA - Mercedes ISD, GED Testing Program PA - Texas Workforce Solutions

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Family Engagement Outcome: **(5) FAMILY ENGAGEMENT IN TRANSITIONS: Parents and families support and advocate for their child's learning and development as they transition to new learning environments, including EHS to HS, EHS/HS to other early learning environments, and HS to kindergarten through elementary school.**

Program Foundation: **Program Leadership**

Strategy	Task To Be Accomplished	Department or Person Responsible	Projected Date of Completion	Documents or Forms
Ensure that systems, supports and resources are in place to address professional development, continuous improvement and partnerships related to child and family transitions.	The program has established systems and supports through resources such as with thirteen (13) LEA's that work with the program. Joint professional development trainings take place in order for continuity of services.	Program Director Community Partnership & Transition Director Education Directors	Ongoing	T/TA Plan
Establish ongoing communications and Memorandums of Understanding between Head Start and the local educational agencies.	Community Partnership Agreements are in place with thirteen (13) LEA's that support families role as their child's lifelong educators by participating in Transition Meetings that share information about the child's progress in Head Start.	Program Director Community Partnership & Transition Director Special Services Director	Ongoing	Community Partnership Agreements

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Family Engagement Outcome: **(5) FAMILY ENGAGEMENT IN TRANSITIONS: Parents and families support and advocate for their child's learning and development as they transition to new learning environments, including EHS to HS, EHS/HS to other early learning environments, and HS to kindergarten through elementary school.**

Program Foundation: **Continuous Program Improvement**

Strategy	Task To Be Accomplished	Department or Person Responsible	Projected Date of Completion	Documents or Forms
Use the self-assessment process, related surveys and K-12 data sources (where possible) to review transition activities and to better understand opportunities and challenges.	The statistical data from the Self-Assessment, Lap-D, and the Texas Literacy Initiative (TLI) will be reviewed in order to comprehend opportunities and challenges and to look at improvement prospects.	Assistant Program Director Education Directors Community Partnership and Transition Director	March May	Self-Assessment Report Lap-D Assessment Report TLI Data Report
Use information from the self-assessment, related surveys and other data sources to improve transition practices with families and community partners.	The program will utilize the information from the PFCE Framework Self-Assessment and the Family Engagement Survey (FES) to identify needed improvements and to transition practices.	Assistant Program Director Education Director Family Services Director	March May	PFCE Framework Self-Assessment: Outcome Report FES: Outcome Report Lap-D Assessment Report CLASS Assessment Report

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Family Engagement Outcome: **(5) FAMILY ENGAGEMENT IN TRANSITIONS: Parents and families support and advocate for their child's learning and development as they transition to new learning environments, including EHS to HS, EHS/HS to other early learning environments, and HS to kindergarten through elementary school.**

Program Foundation: **Professional Development**

Strategy	Task To Be Accomplished	Department or Person Responsible	Projected Date of Completion	Documents or Forms
Conduct joint transition trainings across EHS/HS and local educational agencies.	The program has established systems and supports through resources such as with thirteen (13) LEA's that work with the program. Joint professional development trainings take place in order for continuity of services with regarding to transition activities.	Program Director Community Partnership & Transition Director Education Directors	Ongoing	T/TA Plan
Gain understanding about the realities public schools face and acknowledge both constraints and opportunities in building local partnerships (differences in policy, regulations, budgets, organizational design, etc.).	The program will participate when possible in Superintendents' meetings at Region I Education Service Center to gain understand about public school funding, policy, regulation budget and organizational design differences, etc.	Program Director Assistant Directors	Ongoing	Region I Meeting Agendas

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Family Engagement Outcome: **(5) FAMILY ENGAGEMENT IN TRANSITIONS: Parents and families support and advocate for their child's learning and development as they transition to new learning environments, including EHS to HS, EHS/HS to other early learning environments, and HS to kindergarten through elementary school.**

Program Impact Area: **Program Environment**

Strategy	Task To Be Accomplished	Department or Person Responsible	Projected Date of Completion	Documents or Forms
Welcome and engage families as partners in transition planning.	Families are encouraged to participate in the program with transition planning in order to feel welcomed and build trust. Activities include.... Enrollment & Health Fairs, volunteer & observer opportunities, parent orientation training, Parent Committee Meetings, Open House, Parent - Staff Conferences, and home visits. Families are also invited to participate in the Family & Community Partnerships, and Transition Advisory Committee.	Teachers Center Managers Support Services Staff Family Services Director Community Partnership & Transition Director	Daily Ongoing	HCHS Program Calendar Advisory Committee Meeting Agenda
Create a culture of supporting families during transitions as they are the key to creating continuity for children.	LEA's are invited to attend a Parent Committee Meeting to discuss transition. Parents are invited to attend along with their children to field trips to different public schools.	Education Directors Support Services Staff Teachers	April, May	Monthly Parent Committee Meeting Agenda Field Trip Reports
Help families identify and understand quality criteria in early childhood settings as children make transitions from prenatal to postnatal services, new service options, *new classrooms, or new home visitors.*	ECI's are invited to attend a Parent Committee Meeting to discuss transition into the program. Parents are invited to visit the center prior to their *child attending class.*	Special Services Director Support Services Staff Family Services Director Family Services Staff *Teachers*	April, May	Monthly Parent Committee Meeting Agenda Family Contact Notes

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Family Engagement Outcome: **(5) FAMILY ENGAGEMENT IN TRANSITIONS: Parents and families support and advocate for their child's learning and development as they transition to new learning environments, including EHS to HS, EHS/HS to other early learning environments, and HS to kindergarten through elementary school.**

Program Impact Area: **Family Partnerships**

Strategy	Task To Be Accomplished	Department or Person Responsible	Projected Date of Completion	Documents or Forms
Use the family partnership process to help families develop transition plans for themselves and their children.	An FPA is conducted with all families enrolled. Transition activities are discussed in order to assist with the development of transition goals.	Support Services Staff Community Partnership & Transition Director	August, May Ongoing	FPA Form Family Contact Notes
Provide families with information, training and connections to future early care and educational settings to help facilitate the transition process for parents and children (e.g., information about what families might expect of K-12 instruction and training about how to deal with disagreements between parent and teacher).	All families who are changing into a K-12 instructional setting will be provided with a Transition Packet. Parents will be provided training on the contents of the packet that includes information on how to deal with disagreements between parents and teachers.	Teachers Community Partnership & Transition Director	May Ongoing	Transition Packets Parent Training - Topic of the Month (May – Transition)
Ensure families know about their rights under federal and state laws, such as their rights under the Individuals with Disabilities Education Act (IDEA).	All staff is provided with IDEA training during pre-service. Trainings are provided to families during Parent Committee Meetings.	Special Services Department	August April Ongoing	IDEA Procedural Safeguards that are provided to parents. Parent Committee Training

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Family Engagement Outcome: **(5) FAMILY ENGAGEMENT IN TRANSITIONS: Parents and families support and advocate for their child's learning and development as they transition to new learning environments, including EHS to HS, EHS/HS to other early learning environments, and HS to kindergarten through elementary school.**

Program Impact Area: **Teaching and Learning**

Strategy	Task To Be Accomplished	Department or Person Responsible	Projected Date of Completion	Documents or Forms
Ensure families have ongoing opportunities to discuss their observations and concerns about their child's strengths and challenges prior to transitions from EHS to HS and HS to K-12.	Teachers meet with parents to discuss individual child's strengths and challenges and other data during post conference of Lap-D results.	Teachers Education Department	Pre – Fall Mid – Winter Post – Spring	Parent – Teacher Conference Report
Share information about activities and everyday interactions with children that promote school readiness as outlined by the Head Start Child Development and Early Learning Framework.	Daily contact is made with parents regarding everyday activities and interactions. Lap-D and the Early Learning Framework are aligned to Teachers to facilitate sharing of information regarding the child.	Teachers	Daily Ongoing	6 Week Progress Report
Ensure families have ongoing opportunities to discuss child assessment data so that families are prepared to initiate and/or participate in similar discussions with teachers in K-12.	Parents will be shown how to interpret the data within the Transition Packet regarding relevant information to impact transition.	Teachers Community Partnership & Transition Department	Spring	Transition Packet Progress Report
Provide families with information about child development and the impact of transitions on children across early childhood and school settings.	Parents will be shown how to interpret the data within the Transition Packet regarding relevant information to impact transition.	Teachers Community Partnership &Transition Department	Spring	Transition Packet Progress Report

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Family Engagement Outcome: **(5) FAMILY ENGAGEMENT IN TRANSITIONS: Parents and families support and advocate for their child's learning and development as they transition to new learning environments, including EHS to HS, EHS/HS to other early learning environments, and HS to kindergarten through elementary school.**

Program Impact Area: **Community Partnerships**

Strategy	Task To Be Accomplished	Department or Person Responsible	Projected Date of Completion	Documents or Forms
Coordinate services for children and families leaving Head Start through program-school partnerships.	The program will host Transition Meetings with LEA's to coordinate transition activities which include the transition packages that contain child's profile and family engagement data. Field Trips are conducted to transition public schools to facilitation transition.	Center Managers Teachers Community Partnership & Transition Staff	April, May Ongoing	Transition Meeting Agenda, Sign-In Field Trip Reports
Provide advocacy training and opportunities for families to develop and use advocacy skills in the context of their child's lifelong learning.	The program will provide training to families during the Parent Committee Meetings regarding development of advocacy skills contained in the Early Childhood Framework. Individualized training in this area in conducted during the Parent/Teacher Conferences.	Teachers Education Department	Pre-Fall Mid-Winter Post-Spring	Lap-D Conference Reports Parent/Teacher Conference Reports

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Family Engagement Outcome: **(6) FAMILY CONNECTIONS TO PEERS AND COMMUNITY: Parents and families form connections with peers and mentors in formal or informal social networks that are supportive and/or educational and that enhance social well-being and community life.**

Program Foundation: **Program Leadership**

Strategy	Task To Be Accomplished	Department or Person Responsible	Projected Date of Completion	Documents or Forms
Ensure that systems and staff development facilitate opportunities for parents to develop relationships with their peers through meetings, trainings, support groups, mentoring programs or community referrals.	The program provides parents with opportunities to develop relationships with other HS parents during Parent Committee Meetings, Parent Fair, Parent Trainings, Volunteer Training, Parent Leadership Conference, Exploring Parenting Curriculum program, Fatherhood & Healthy Marriage Conference, etc.	Family Services Director All Support Services Depart. Directors	Ongoing	Agendas Sign-in Rosters Minutes
Incorporate goals related to family connections to peers and community into agency work plans and strategic planning.	The program ensures that parents have active participation in Advisory Meetings that incorporate goals into agency work plans. Parents participate in the development of the Strategic Plan.	Assistant Program Director Family Services Director All Support Services Dept. Directors	April, May Ongoing	Advisory Committee Meeting Agenda, Sign-in, Minutes Policy Council Planning Sub-Committee Agenda, Sign-In, Minutes

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Family Engagement Outcome: **(6) FAMILY CONNECTIONS TO PEERS AND COMMUNITY: Parents and families form connections with peers and mentors in formal or informal social networks that are supportive and/or educational and that enhance social well-being and community life.**

Program Foundation: **Continuous Program Improvement**

Strategy	Task To Be Accomplished	Department or Person Responsible	Projected Date of Completion	Documents or Forms
Use the community assessment, self-assessments, related surveys and ongoing relationships with families to understand the opportunities and challenges related to parent connections, peers, and community.	Parents participate in the implementation of the Community Assessment in collaboration with UTRGV and the annual self-assessment. This data along with data from Educational Assessments are reviewed to understand prospects and trials related to parent connections with peers and their community.	Assistant Program Directors Family Services Director Education Directors	Winter Spring	Community Assessment Reports Self-Assessment Reports Lap-D Reports
Use information from community assessment, self-assessments and related surveys to improve practices related to parent connections, peers and community.	Upon reviewing information Community Assessment and the annual self-assessment; the practices related to parent connections, peers and community will be evaluated to improve existing practices.	Assistant Program Directors Family Services Director Education Directors	Winter Spring	Community Assessment Reports Self-Assessment Reports Lap-D Reports

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Family Engagement Outcome: **(6) FAMILY CONNECTIONS TO PEERS AND COMMUNITY: Parents and families form connections with peers and mentors in formal or informal social networks that are supportive and/or educational and that enhance social well-being and community life.**

Program Foundation: **Professional Development**

Strategy	Task To Be Accomplished	Department or Person Responsible	Projected Date of Completion	Documents or Forms
Conduct staff training on facilitating peer activities that help parents and families: enhance parent-child relationships;	The program implements the Exploring Parenting Program that has a module that enhances parent-child relationships. *The staff will receive training that will allow them to become trained facilitators in this curriculum.*	Family Services Department Center Managers	August	Exploring Parenting Training : Agenda and Sign-In
strengthen their role as educators;	The program implements the Exploring Parenting Program that has a module that will strengthen parents and families roles as educators.	Family Services Department Center Managers	August	Exploring Parenting Training : Agenda and Sign-In
reflect and set learning goals;	The program implements the Exploring Parenting Program that has a module that reflect and set learning goals.	Family Services Department Center Managers	August	Exploring Parenting Training : Agenda and Sign-In
learn about transitions;	Training will be conducted by Transition staff to Support Services staff during the Networking Meeting regarding Transition protocol and forms.	Community Partnerships & Transition Director	September	Networking Training Agenda
Encourage parent leadership and advocacy.	The program implements a Parent Leadership Conference that teaches parents how to become leaders and advocates for their children and families.	Family Services Staff	September	Parent Leadership Conference Agenda, Sign-In and Parent Handbook

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Family Engagement Outcome: **(6) FAMILY CONNECTIONS TO PEERS AND COMMUNITY: Parents and families form connections with peers and mentors in formal or informal social networks that are supportive and/or educational and that enhance social well-being and community life.**

Program Impact Area: **Program Environment**

Strategy	Task To Be Accomplished	Department or Person Responsible	Projected Date of Completion	Documents or Forms
Create safe and respectful environments where parents can lead and learn from each other and ask for the kinds of information that they find helpful as individuals and members of a group. TxDPR conducts periodic visits to insure that environments are safe and respectful.	All Head Start Centers are safe and maintain respectful environments for all children, parents, families, staff and community members. Information and help is provided to individual parents in both English and Spanish; and information is also provided to parents during parent committee meetings.	Field Operations Dept. All Support Depts. Center Managers	Ongoing	Licensing Inspection Reports.
Provide space and resources, if necessary, for monthly events chaired by parents, for parents.	All Head Start Centers and other Head Start facilities are made available for meeting space for Parent Committees that are chaired by parents for parents.	Center Managers	Ongoing	Parent Committee Meeting Agendas, Notices, Sign-In Reports

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Family Engagement Outcome: **(6) FAMILY CONNECTIONS TO PEERS AND COMMUNITY: Parents and families form connections with peers and mentors in formal or informal social networks that are supportive and/or educational and that enhance social well-being and community life.**

Program Impact Area: **Family Partnerships**

Strategy	Task To Be Accomplished	Department or Person Responsible	Projected Date of Completion	Documents or Forms
Facilitate (or refer parents to) parental support and/or educational groups where they can share their concerns (e.g. children's special needs).	Parents are referred to specialized support groups (e.g. autism, AA, death & grieving, etc.) in order for them to share concerns with peers experiencing similar problems. The program implements the Exploring Parenting Program that allows for parents to share concerns as well.	Family Services Dept. Special Services Dept. Case Managers	Ongoing	Referrals and Follow-ups Exploring Parenting Agendas and Sign-Ins
Talk with parents about the formal and informal social networks (support, amusement, help, education, etc.) they have and explore interests or needs in forming new (or renewed) social connections.	An individualized FPA is implemented with all families. Case Managers provides information and support to families about support, amusement, help and education networks.	Case Managers	Ongoing	Family Partnership Agreement
Individualize opportunities for peer-to-peer connections for different groups of parents (e.g., fathers or grandparents).	An individualized FPA is implemented with all families. Case Managers provide information and encourage parents to participate in peer-to-peer connections.	Case Managers	Ongoing	Family Partnership Agreement
Support parents interests and goals with skill-building volunteer opportunities in the program and community.	An individualized FPA is implemented with all families. Case Managers provides information and support to families about volunteering with HS.	Case Managers	Ongoing	Family Partnership Agreement Volunteer Training Agenda, Sign-In

Family Engagement Outcome: **(6) FAMILY CONNECTIONS TO PEERS AND COMMUNITY: Parents and families form connections with peers and mentors in formal or informal social networks that are supportive and/or educational and that enhance social well-being and community life.**

Program Impact Area: **Teaching and Learning**

Strategy	Task To Be Accomplished	Department or Person Responsible	Projected Date of Completion	Documents or Forms
Encourage parent-to-parent support when participating in parent meetings about children's learning and development.	All HS Centers facilitate parent meetings and trainings. Parents are trained to illustrate to other HS parents about the "Reading Initiative Program – Once Upon a Time". The program implements the Exploring Parenting Program that has a module on children's learning and development. This program provides an opportunity for parents to share experiences.	Center Managers Family Services Staff	Ongoing	Parent Committee Meetings Agendas, Sign-In

HIDALGO COUNTY HEAD START PROGRAM
PARENT, FAMILY and COMMUNITY ENGAGEMENT FRAMEWORK
PROGRAM YEAR 2016 – 2017

Family Engagement Outcome: **(6) FAMILY CONNECTIONS TO PEERS AND COMMUNITY: Parents and families form connections with peers and mentors in formal or informal social networks that are supportive and/or educational and that enhance social well-being and community life.**

Program Impact Area: **Community Partnerships**

Strategy	Task To Be Accomplished	Department or Person Responsible	Projected Date of Completion	Documents or Forms
Collaborate with community organizations that share parents' concerns and interests.	The program maintains Partnership Agreements with community organizations that are of parents' concerns and interests. The program hosts a "Parent Fair" that allows for parents to visit with community organizations and agencies regarding their needs.	Family Services Dept. Community Partnership and Transition Dept.	November Ongoing	Community Partnership Agreements Parent Fair Agenda, Sign-In
Link families with meaningful support networks, peer-to-peer groups, and volunteer opportunities in the community.	Case Managers assist families to link with support groups and peer-to-peer groups, and encourages volunteering with other organizations. Case Managers work families on an individualized basis and is able to promote this activity to match families' interest and goals.	Case Managers	Ongoing	FPA Referrals and Follow-ups

HIDALGO COUNTY HEAD START PROGRAM
PARENT, FAMILY and COMMUNITY ENGAGEMENT FRAMEWORK
PROGRAM YEAR 2016 – 2017

Family Engagement Outcome: **(7) FAMILIES AS ADVOCATES AND LEADERS: Families participate in leadership development, decision-making, program policy development, or community and state organizing activities to improve children's development and learning experiences.**

Program Foundation: **Program Leadership**

Strategy	Task To Be Accomplished	Department or Person Responsible	Projected Date of Completion	Documents or Forms
Ensure that parents' opinions are heard and included in the program planning processes (e.g., policy council and parent committees, etc.).	Parents are encouraged to participate and provide input and ideas in the program's planning process and are members of the Advisory Committees, Parent Committees, and the Policy Council.	Executive Director Family Services Dept. All Support Services Depts.	Ongoing	Advisory Committee Agendas, Sign-Ins Parent Committee Agendas, Sign-Ins Policy Council Meeting Agendas, Sign-Ins
Ensure that systems and supports are in place to address professional development, continuous improvement, program environment and partnerships related to engaging families as advocates and leaders.	Support Services staff are afforded the opportunity to participate in a Family Services Credential Program – Portage Project. This credentialing training program assists staff to engage with families and assist them to become advocates and leaders.	Family Services Director Family Services Coordinator Support Services Staff Center Managers	Ongoing	Family Services Credential Agenda, Sign-Ins, and Credential
Incorporate goals related to family advocacy and leadership into agency work plans and strategic planning.	Parent Policy Council members and Parent members of the Advisory Committee participate in incorporating goals related to family advocacy and leadership in the agency work plans and strategic planning.	Executive Director Assistant Directors Family Services Director	Ongoing	Policy Council Meeting Agendas, and Sign-Ins Advisory Committee Meetings Agendas and Sign-Ins

HIDALGO COUNTY HEAD START PROGRAM
PARENT, FAMILY and COMMUNITY ENGAGEMENT FRAMEWORK
PROGRAM YEAR 2016 – 2017

Family Engagement Outcome: **(7) FAMILIES AS ADVOCATES AND LEADERS: Families participate in leadership development, decision-making, program policy development, or community and state organizing activities to improve children's development and learning experiences.**

Program Foundation: **Continuous Program Improvement**

Strategy	Task To Be Accomplished	Department or Person Responsible	Projected Date of Completion	Documents or Forms
Conduct regular assessments on parent leadership and advocacy experiences to understand opportunities and challenges.	Evaluations are conducted at the conclusion of every parent training to include leadership and advocacy. The evaluations allow for candid and honest feedback in order to understand the opportunities and challenges that parents are experiencing.	Family Services Department Center Managers	Ongoing	Parent Evaluation Form
Use related assessment data to improve practices related to parent leadership and advocacy.	The evaluations collected, provides the program with an opportunity to use the data to improve related practices regarding parent leadership, advocacy, and other areas.	Family Services Department Center Managers	Ongoing	Parent Evaluation Form

HIDALGO COUNTY HEAD START PROGRAM
PARENT, FAMILY and COMMUNITY ENGAGEMENT FRAMEWORK
PROGRAM YEAR 2016 – 2017

Family Engagement Outcome: **(7) FAMILIES AS ADVOCATES AND LEADERS: Families participate in leadership development, decision-making, program policy development, or community and state organizing activities to improve children's development and learning experiences.**

Program Foundation: **Professional Development**

Strategy	Task To Be Accomplished	Department or Person Responsible	Projected Date of Completion	Documents or Forms
Provide training on the multicultural principles, leadership development, and advocacy for staff and families.	Parents are provided with training on multicultural principles, leadership development, and advocacy during the Parent Leadership Conference. Staff is provided this training during pre-service.	Family Services Director Family Services Staff	August September Ongoing	Parent Leadership Conference Agenda, Sign-In Family Services Agendas, Sign-Ins

HIDALGO COUNTY HEAD START PROGRAM
PARENT, FAMILY and COMMUNITY ENGAGEMENT FRAMEWORK
PROGRAM YEAR 2016 – 2017

Family Engagement Outcome: **(7) FAMILIES AS ADVOCATES AND LEADERS: Families participate in leadership development, decision-making, program policy development, or community and state organizing activities to improve children's development and learning experiences.**

Program Impact Area: **Program Environment**

Strategy	Task To Be Accomplished	Department or Person Responsible	Projected Date of Completion	Documents or Forms
Create an environment that welcomes and affirms parent leadership and advocacy in the program.	All HS Centers maintain a Parent Committee. Parent Committee members elect officers to chair the meetings and take on leadership and advocacy roles for their center. The program provides formal training on how to take on their leadership roles, advocate for their children, families and other HS children and families. Policy Council members are provided with formal training regarding all aspects of the program and parents' roles as leaders and advocates.	Family Services Department	September October Ongoing	Parent Handbook Parent Committee Officers Handbook Parent Leadership Conference Agenda Governance Leadership Conference Agenda
Work with parents to arrive at agreed upon understandings of how to partner and how to collaborate with each other within the program.	The program provides formal training to parents on how to collaborate, coordinate and work with other HS parents.	Family Services Department Center Managers	August – May September, October Ongoing	Parent Handbook Parent Leadership Conference Agenda

HIDALGO COUNTY HEAD START PROGRAM
PARENT, FAMILY and COMMUNITY ENGAGEMENT FRAMEWORK
PROGRAM YEAR 2016 – 2017

Family Engagement Outcome: **(7) FAMILIES AS ADVOCATES AND LEADERS: Families participate in leadership development, decision-making, program policy development, or community and state organizing activities to improve children's development and learning experiences.**

Program Impact Area: **Family Partnerships**

Strategy	Task To Be Accomplished	Department or Person Responsible	Projected Date of Completion	Documents or Forms
Provide opportunities for parents to identify their strengths as leaders/advocates and to use them in the program and community.	The program implements an individualized FPA will all families. This process allows for the identification of strengths as leaders/advocates and it encourages parents to use them the in program and the community. Parents also receive training on leadership and advocacy during the Parent Leadership Conference. During the conference, they are able to also identify their strengths and share them with other parents and community.	Case Managers Family Services Staff	September Ongoing	FPA Form Parent Leadership Conference Agenda
Share information with families about existing parent-to-parent organizations, family peer networks and/or parent-initiated school-community efforts in order to foster continuity in leadership and advocacy roles beyond Head Start.	The program implements an individualized FPA will all families. This process allows for the case manager to share information with families about parent-to-parent organizations, family peer networks and/or parent-initiated school-community efforts in order to foster continuity in leadership and advocacy roles beyond Head Start.	Case Managers Family Services Staff	September Ongoing	FPA Form Parent Leadership Conference Agenda

HIDALGO COUNTY HEAD START PROGRAM
PARENT, FAMILY and COMMUNITY ENGAGEMENT FRAMEWORK
PROGRAM YEAR 2016 – 2017

Family Engagement Outcome: **(7) FAMILIES AS ADVOCATES AND LEADERS: Families participate in leadership development, decision-making, program policy development, or community and state organizing activities to improve children's development and learning experiences.**

Program Impact Area: **Community Partnerships**

Strategy	Task To Be Accomplished	Department or Person Responsible	Projected Date of Completion	Documents or Forms
Provide parent mentoring opportunities that could include staff, alumni parents/families, elders, and professionals in the community to serve as a resource and support for parent leadership development.	Parents participate in Advisory Committees and Policy Council which allows for parents to develop mentors from staff, alumni parents/families, elders, and professionals in the community to serve as a resource and support for parent leadership development.	Executive Director Family Services Director	September Ongoing	Advisory Committee Agendas Policy Council Agendas
Partner with parents to engage advocacy groups that work on issues related to child, family and community needs.	The program implements a Parent Fair which allows for parents to connect with advocacy groups such as Mujeres Unidas/Women Together, Texas A&M AgriLife Extension Program, VAIL, Etc.	Family Services Department	November Ongoing	Parent Fair Agenda
Form partnerships with parent-to-parent organizations or other K-12 parent groups to facilitate connections for HS/EHS families.	The program implements a transition program with LEA's that would facilitate the opportunity to form partnerships with parent-to-parent organizations or other K-12 parent groups.	Community Partnership & Transition Department	April Ongoing	Transition Meeting Agendas, Sign-Ins

Health Services Plan

Hidalgo County Head Start Program

Health Services Program Plan 2016 – 2017

Advisory Committee Approval: 04.28.16
Policy Council Approval:
Commissioners' Court Approval:

Hidalgo County Head Start Program

Early Childhood Development and Health Services Program Plan

2016-2017

Performance Standard: 1304.20 (a) (1) (i)

Goal: **HIDALGO COUNTY HEAD START PROGRAM** will insure that there is ongoing health care for each child and will assist the parent/guardian to access a source of ongoing healthcare; if child does not have a source of ongoing healthcare.

Objective: Determine whether or not a child has an ongoing source of continuous and accessible heath care to collaborate with parents and access resources for their children.

Task to be Accomplished	Person Responsible	Person Responsible for Monitoring	Projected Date of Completion	Documents or Forms
1. Staff will inform/educate the parent/guardian how to access community resources which provide health care services during monthly meetings, via the newsletter and program activities.	Case Manager to include: Support Services Facilitators/ Support Services Assistants Center Managers	Center Managers Executive Team Nurse Health Services Director	Within 90 Days of Enrollment & Ongoing	Community Health Directory
2. Staff will inform parent/guardian at monthly meetings about availability of health resources.	Case Manager to include: Support Services Facilitators/ Support Services Assistants Center Managers	Center Managers Executive Team Nurse Health Services Director	Monthly	Community Health Directory
3. Staff will initiate the referrals for health services for children/families when needed.	Case Manager to include: Support Services Facilitators/ Support Services Assistants Center Managers	Center Managers Executive Team Nurse Health Services Director	Ongoing, as Needed	Referrals
4. Staff will empower parent/guardian to follow-up on referrals made for health services.	Case Manager to include: Support Services Facilitators/ Support Services Assistants Center Managers	Center Managers Executive Team Nurse Health Services Director	Ongoing, as Needed	Referrals

Hidalgo County Head Start Program

Early Childhood Development and Health Services Program Plan

2016-2017

Performance Standard: 1304.20 (a) (1) (ii)

Goal: **HIDALGO COUNTY HEAD START PROGRAM** will ensure that parents of children enrolled will follow the requirements of child wellness used by the Early and Periodic Screening Diagnosis and treatment (EPSDT) program of the Medicaid Agency in Texas and follow the immunizations issued by the Center for Disease Control and Prevention and other local requirements to address health problems.

Objective: Determine if the child is on a schedule of age appropriate preventive and primary health care this includes medical, dental, and mental health reflected by information provided from the primary health care provider.

Task to be Accomplished	Person Responsible	Person Responsible for Monitoring	Projected Date of Completion	Documents or Forms
1. At the time of enrollment, the staff will collaborate with the parent/guardian to secure information from the primary health care provider regarding the health status (immunization record, current treatments, etc.) of the child.	Case Manager to include: Support Services Facilitators/ Support Services Assistants Center Manager	Center Managers Executive Team Nurse Health Services Director	Prior to first day of school Annually	Physical Exam Dental Exam Immunization Record Vision/Hearing Screen Immtrac Registry
2. Parents will follow the requirements of child wellness used by the Early and periodic Screening Diagnosis and Treatment (EPSDT) program of the Medicaid agency in Texas.	Case Manager to include: Support Services Facilitators/ Support Services Assistants Center Manager	Center Managers Executive Team Nurse Health Services Director	Prior to first day of school Annually	Physical Exam Dental Exam Immunization Record Vision/Hearing Screen Immtrac Registry
3. Parents will follow the immunizations issued by the Centers for Disease Control and Prevention and the recommendations of the Health Services Advisory Committee (HSAC) or community health providers.	Case Manager to include: Support Services Facilitators/ Support Services Assistants Center Manager	Center Managers Executive Team Nurse Health Services Director	Prior to first day of school Annually	Physical Exam Dental Exam Immunization Record Vision/Hearing Screen Immtrac Registry

Hidalgo County Head Start Program

Early Childhood Development and Health Services Program Plan

2016-2017

Performance Standard: 1304.20 (a) (1) (ii) (A)

Goal: **HIDALGO COUNTY HEAD START PROGRAM** will provide comprehensive health services to ensure that all Head Start children are up to date with their age-appropriate schedule of well child care.

Objective: Provide children with a series of screening tests and exams to identify and address the individual needs of the child.

Task to be Accomplished	Person Responsible	Person Responsible for Monitoring	Projected Date of Completion	Documents or Forms
1. The staff will refer the parent/guardian to local clinics and health professionals who provide services at reduced fees or who will accept Medicaid. **Screens:** Vision/Hearing/Strabismus ** **Physical Examination:** Head to toe assessment performed by U.S License Professional **Vitals:** Temp, Pulse, Resp, B/P, Ht. / Wt., BMI (Body Mass Index) **Immunizations:** Up to Date (*To include Tuberculin Skin Test) **Dental Exam:** Periodic and comprehensive evaluation every six months.	Case Manager to include: Support Services Facilitators/ Support Services Assistants Center Managers	Center Managers Executive Team Nurse Health Services Director	Screens within 45 days of enrollment Annual Exam or every twelve months Immunizations prior to first day of school	Physical Exam Screens Child Heath Summary Child Immunization Record
2. Health Services Advisory Committee (HSAC) along with staff will inform all health providers including managed care organizations about full scope of services provided to Head Start children. * **Includes T.B. Skin Test With Date, Results And Signature.** ** **Certified Center staff will provide vision/hearing screens as needed**	Case Manager to include: Support Services Facilitators/ Support Services Assistants Center Managers	Center Managers Executive Team Nurse Health Services Director	Annual	Provider Contracts

Performance Standard: 1304.20 (a) (1) (ii) (B)

Goal: **HIDALGO COUNTY HEAD START PROGRAM** will provide comprehensive health services to ensure all Head Start children are up to date on their age appropriate schedule of well child care.

Objective: Ensure that all children continue to follow their appropriate schedule of well child care.

Task to be Accomplished	Person Responsible	Person Responsible for Monitoring	Projected Date of Completion	Documents or Forms
1. Staff will monitor the children's health records on a regular basis to ensure that they are in compliance with their recommended schedule of well child care. If they lack in their schedule, measures will be taken to update them.	Case Manager to include: Support Services Facilitators/ Support Services Assistants Center Managers	Center Managers Executive Team Nurse Health Services Director	At enrollment Monthly As needed	Appointment Letters Parent Notices Referrals Promis Tracking
2. Staff will discuss with the parents the importance of prevention and well child care via letters, parent conference, appointments, monthly parent meetings, etc.	Case Manager to include: Support Services Facilitators/ Support Services Assistants Center Managers	Center Managers Executive Team Nurse Health Services Director	At enrollment Monthly As needed	Appointment Letters Parent Notices Referrals Promis Tracking
3. Staff will educate the parent/guardian on Medicaid services and how to advocate for the delivery of quality health services by asking the parent to attend health appointments with child and ask questions on services.	Case Manager to include: Support Services Facilitators/ Support Services Assistants Center Managers	Center Managers Executive Team Nurse Health Services Director	At enrollment Monthly As needed	Appointment Letters Parent Notices Referrals Promis Tracking

Performance Standard: 1304.20 (a) (1) (ii) (C)

Goal: **HIDALGO COUNTY HEAD START PROGRAM** will establish procedures to track the provision of health care services.

Objective: Follow up on all medical exams on a timely basis.

Task to be Accomplished	Person Responsible	Person Responsible for Monitoring	Projected Date of Completion	Documents or Forms
1. All medical/dental exams/immunizations will be documented and entered into the computerized tracking system aka also known as PROMIS. This information will be accessible to center staff.	Case Manager to include: Support Services Facilitators/ Support Services Assistants Center Managers	Center Managers Executive Team Nurse Health Services Director	At enrollment Monthly As needed	PROMIS Child Health Summary
2. All referrals and follow-up will be documented on the referral tracking log kept by staff.	Case Manager to include: Support Services Facilitators/ Support Services Assistants Center Managers	Center Managers Executive Team Nurse Health Services Director	At enrollment Monthly As needed	PROMIS Child Health Summary

Performance Standard: 1304.20 (a) (1) (iii)

Goal: **HIDALGO COUNTY HEAD START PROGRAM** will provide further diagnostic testing, examination, and treatment by a health professional for each child with an observable known or suspected health or developmental problem.

Objective: Initiate a referral as soon as any suspected health concern is noted or found during the physical examination.

Task to be Accomplished	Person Responsible	Person Responsible for Monitoring	Projected Date of Completion	Documents or Forms
1. A referral will be made at time of physical by the provider or when an observable known or suspected health or developmental problem occurs. Parent/guardian will be notified immediately of suspected abnormality and consent to refer will be secured.	Case Manager to include: Support Services Facilitators/ Support Services Assistants Center Managers	Center Managers Executive Team Nurse Health Services Director	As needed	Referrals Physical Exam Dental Exam
2. Staff will monitor on a regular basis the child's screens, assessment and immunizations by inquiring with the parents, and giving notices on a timely manner.	Case Manager to include: Support Services Facilitators/ Support Services Assistants Center Managers	Center Managers Executive Team Nurse Health Services Director	Monthly	Immunization Tracking Record (Promis) Health Notices
3. Encourage health providers to explain all procedures to parent/guardian.	Case Manager to include: Support Services Facilitators/ Support Services Assistants Center Managers	Center Managers Executive Team Nurse Health Services Director	At enrollment Ongoing	Referrals Physical Exam Dental Exam

Performance Standard: 1304.20 (a) (1) (iv)

Goal: **HIDALGO COUNTY HEAD START PROGRAM** will develop and implement a follow-up plan for any condition identified in 45CFR 1304.20 (a)(i)(ii) and (iii) so that any needed treatment has begun.

Objective: Develop and implement a follow-up plan for any abnormal condition or suspected health problem.

Task to be Accomplished	Person Responsible	Person Responsible for Monitoring	Projected Date of Completion	Documents or Forms
1. Staff will refer and follow-up on any abnormal conditions or suspected health problems. The referral will be initiated immediately and the follow-up within 30 days of referral date.	Case Manager to include: Support Services Facilitators/ Support Services Assistants Center Managers	Center Managers Executive Team Nurse Health Services Director	At enrollment Monthly Ongoing	Referrals Family Contact Notes PROMIS Tracking System Health Progress Notes

Performance Standard: 1304.20 (c) (1)

Goal: **HIDALGO COUNTY HEAD START PROGRAM** will establish a system of ongoing communication with parent/guardian of the children with identified health needs to facilitate the implementation of the follow-up plan.

Objective: Follow-up on a timely manner with the parent/guardian the health status of the children with identified needs.

Task to be Accomplished	Person Responsible	Person Responsible for Monitoring	Projected Date of Completion	Documents or Forms
1. Staff will follow-up with the parent/guardian and document pertinent information in regards to the child's health status.	Case Manager to include: Support Services Facilitators/ Support Services Assistants Center Managers	Center Managers Nurse Health Services Director	Weekly Monthly As needed	Health Progress Notes Parent Notices PROMIS Tracking System
2. Staff will discuss with the parent/guardian the child's progress and/or results.	Case Manager to include: Support Services Facilitators/ Support Services Assistants Center Managers	Center Managers Nurse Health Services Director	Weekly Monthly As needed	Health Progress Notes Parent Notices PROMIS Tracking System
3. Staff/Nurses will develop and implement an (IHP) Individualized Health Plan for those children with identified health needs.	Case Manager to include: Support Services Facilitators/ Support Services Assistants Center Managers	Center Managers Nurse Health Services Director	Annually, As Needed	Individualized Health Plan Medication Administration Log Promis Tracking

Performance Standard: 1304.20 (c) (2)

Goal: **HIDALGO COUNTY HEAD START PROGRAM** will provide assistance to the parent/guardian as needed, by educating them on obtaining any prescribed medications or equipment for medical and dental conditions.

Objective: Inform and educate the parent/guardian the community health resources available to them for assistance on acquiring equipment and medical aids for dental or medical conditions. The staff will also educate parent/guardian on the proper administration of prescribed medication as needed.

Task to be Accomplished	Person Responsible	Person Responsible for Monitoring	Projected Date of Completion	Documents or Forms
1. Staff will give the parent/guardian a health community resource book on assistance for medical and dental equipment. Staff will assist parent/guardian with accessing community resources.	Case Manager to include: Support Services Facilitators/ Support Services Assistants Center Managers	Center Managers Executive Team Nurse Health Services Director	At enrollment As needed	EPSDT Providers T/TA Sign-In Sheet Medication Administration Policy/ Checklist
2. Nurse will also educate teachers and the parent/guardian on the proper administration of medication.	Case Manager to include: Support Services Facilitators/ Support Services Assistants Center Managers	Center Managers Executive Team Nurse Health Services Director	At enrollment As needed	EPSDT Providers T/TA Sign-In Sheet Medication Administration Policy/ Checklist

Performance Standard: 1304.20 (c) (3) (i)

Goal: **HIDALGO COUNTY HEAD START PROGRAM** will educate the parent/guardian and children on the proper measures taken for fluoride treatment and daily oral applications.

Objective: Provide fluoride supplements and treatment as recommended by dental professionals in communities where it has been determined there is a lack of adequate fluoride levels.

Task to be Accomplished	Person Responsible	Person Responsible for Monitoring	Projected Date of Completion	Documents or Forms
1. Children will brush teeth after breakfast by wetting toothbrush and rinsing with water. After lunch children will brush using fluoride toothpaste.	Case Manager to include: Support Services Facilitators/ Support Services Assistants Center Managers Teachers Assistant Teachers	Center Managers Executive Team Nurse Health Services Director	Daily for Oral Hygiene Parent Meetings	Consents Form for use of Toothpaste Daily Health Checks
2. Infants/toddlers will have their gums cleaned according to procedure.	Case Manager to include: Support Services Facilitators/ Support Services Assistants Center Managers Teachers Assistant Teachers	Center Managers Executive Team Nurse Health Services Director	Daily for Oral Hygiene Parent Meetings	Consents Form for use of Toothpaste Daily Health Checks
3. The parent/guardian will be provided with information on dental care at monthly meetings.	Case Manager to include: Support Services Facilitators/ Support Services Assistants Center Managers Teachers Assistant Teachers	Center Managers Executive Team Nurse Health Services Director	Daily for Oral Hygiene Parent Meetings	Consents Form for use of Toothpaste Daily Health Checks
4. The parent/guardian will sign consent for daily tooth brushing.	Case Manager to include: Support Services Facilitators/ Support Services Assistants Center Managers Teachers Assistant Teachers	Center Managers Executive Team Nurse Health Services Director	Daily for Oral Hygiene Parent Meetings	Consents Form for use of Toothpaste Daily Health Checks

Performance Standard: 1304.20 (3) (ii)

Goal: **HIDALGO COUNTY HEAD START PROGRAM** will follow up on all measures recommended by the dental professional.

Objective: Implement preventive measures and proper dental treatment as recommended by the dental professional.

Task to be Accomplished	Person Responsible	Person Responsible for Monitoring	Projected Date of Completion	Documents or Forms
1. Staff will ensure all dental follow-ups are done in a timely manner and provide all the necessary paper work to the health department.	Case Manager to include: Support Services Facilitators/ Support Services Assistants Center Managers	Center Managers Executive Team Nurse Health Services Director	Monthly As needed	PROMIS Child Health Summary Appointment Letters Dental Follow-up Notices
2. Staff will assist with providing transportation by utilizing other resources.	Case Manager to include: Support Services Facilitators/ Support Services Assistants Center Managers	Center Managers Executive Team Nurse Health Services Director	Monthly As needed	Family Contact Notes Referrals
3. Staff will inform the parent/guardian on dental follow-ups every six months as indicated by state regulations. This will be done via notices and telephone calls.	Case Manager to include: Support Services Facilitators/ Support Services Assistants Center Managers	Center Managers Executive Team Nurse Health Services Director	Monthly As needed	Appointment Letters Dental Follow-up Notices Family Contact Notes

Performance Standard: 1304.20 (c) (5)

Goal: **HIDALGO COUNTY HEAD START PROGRAM** will utilize federal funds when no other source of funding is available.

Objective: Arrange for the use of program funds and provide written documentation that all non-Head Start sources have been exhausted prior to using Head Start funds.

Task to be Accomplished	Person Responsible	Person Responsible for Monitoring	Projected Date of Completion	Documents or Forms
1. Staff will refer non-Medicaid parents/guardians to community health resources for assistance.	Case Manager to include: Support Services Facilitators/ Support Services Assistants Center Managers	Center Managers Executive Team Nurse Health Services Director	As needed At enrollment	Denial Letter Approval for payment Family Contact Notes
2. Hidalgo County Head Start Program will require a denial letter for assistance from the community resource. For example, a Medicaid letter stating reason for denial of services before agreeing to pay.	Case Manager to include: Support Services Facilitators/ Support Services Assistants Center Managers	Center Managers Executive Team Nurse Health Services Director	As needed At enrollment	Denial Letter Approval for payment Family Contact Notes
3. The parent/guardian will be instructed if no insurance is available that they must then apply for public assistance prior to Hidalgo County Head Start disbursing payment.	Case Manager to include: Support Services Facilitators/ Support Services Assistants Center Managers	Center Managers Executive Team Nurse Health Services Director	As needed At enrollment	Denial Letter Approval for payment Family Contact Notes

Performance Standard: 1304.20 (d)

Goal: **HIDALGO COUNTY HEAD START PROGRAM** will make all possible efforts to ensure that each child is receiving appropriate health care services and consult with the parent/guardian immediately if a health or development problem is suspected or identified.

Objective: Consult with the parent/guardian immediately when health concerns are suspected or identified.

Task to be Accomplished	Person Responsible	Person Responsible for Monitoring	Projected Date of Completion	Documents or Forms
1. Staff will inform the parent/guardian of health concerns and/ or referrals made by Head Start provider during physical and/ or dental exam.	Case Manager to include: Support Services Facilitators/ Support Services Assistants Center Managers	Center Managers Executive Team Nurse Health Services Director	As needed	Physical Exam Dental Exam Screen results Family Contact Notes Action plan for Asthma or seizure
2. The parent/guardian will inform the staff of any health concerns expressed during the exam done by their primary physician.	Case Manager to include: Support Services Facilitators/ Support Services Assistants Center Managers	Center Managers Executive Team Nurse Health Services Director	As needed	Physical Exam Dental Exam Screen results Family Contact Notes Action plan for Asthma or seizure
3. Staff will consult with the parent/guardian immediately and permission to refer will be obtained.	Case Manager to include: Support Services Facilitators/ Support Services Assistants Center Managers	Center Managers Executive Team Nurse Health Services Director	As needed	Physical Exam Dental Exam Screen results Family Contact Notes Action plan for Asthma or seizure

Hidalgo County Head Start Program

Early Childhood Development and Health Services Program Plan

2016-2017

Performance Standard: 1304.20 € (1)

Goal: **HIDALGO COUNTY HEAD START PROGRAM** will familiarize the parent/guardian with the use of all rational health and developmental procedures administered through the program and obtain advance parent/guardian authorization for such procedures. The results of such procedures will be shared with the parent/guardian.

Objective: Educate the parent/guardian on the rationale and results of all screens and seek proper authorization prior to such procedures

Task to be Accomplished	Person Responsible	Person Responsible for Monitoring	Projected Date of Completion	Documents or Forms
1. Staff will obtain consent from the parent/guardian prior to exams and screening procedures. At this time all screens, exams and immunizations needed for their child will be explained to the parent/guardian.	Case Manager to include: Support Services Facilitators/ Support Services Assistants Center Managers	Center Managers Executive Team Nurse Health Services Director	At enrollment As needed	Consent for Screens Referrals Standard Non-Standard Results Action Plan for Asthma or Seizure
2. A copy of all results will be given and explained to the parent/guardian.	Case Manager to include: Support Services Facilitators/ Support Services Assistants Center Managers	Center Managers Executive Team Nurse Health Services Director	At enrollment As needed	Consent for Screens Referrals Standard Non-Standard Results Action Plan for Asthma or Seizure
3. The referral will be discussed with the parent/guardian and permission to refer will be obtained.	Case Manager to include: Support Services Facilitators/ Support Services Assistants Center Managers	Center Managers Executive Team Nurse Health Services Director	At enrollment As needed	Consent for Screens Referrals Standard Non-Standard Results Action Plan for Asthma or Seizure
4. A child health record with the child's results of all screens including the dates will be given to the parent/guardian.	Case Manager to include: Support Services Facilitators/ Support Services Assistants Center Managers	Center Managers Executive Team Nurse Health Services Director	At enrollment As needed	Consent for Screens Referrals Standard Non-Standard Results Action Plan for Asthma or Seizure

Performance Standard: 1304.20 € (3)

Goal: **HIDALGO COUNTY HEAD START PROGRAM** will discuss with the parent/guardian how to familiarize their child in an appropriate developmental way about the health procedures received while enrolled in the program.

Objective: Encourage the parent/guardian to participate in informing their child about all procedures administered during their enrollment with the program.

Task to be Accomplished	Person Responsible	Person Responsible for Monitoring	Projected Date of Completion	Documents or Forms
1. Staff will encourage the parent/guardian to participate in the daily health lessons.	Case Manager to include: Support Services Facilitators/ Support Services Assistants Center Managers	Center Managers Executive Team Nurse Health Services Director	At enrollment Parent Orientation Daily	Health Lesson Daily Schedule
2. Staff will encourage the parent/guardian to accompany their child during the exams and screening procedure.	Case Manager to include: Support Services Facilitators/ Support Services Assistants Center Managers	Center Managers Executive Team Nurse Health Services Director	At enrollment Parent Orientation Daily	Health Lesson Daily Schedule
3. Staff will encourage the parent/guardian to participate in all related health activities.	Case Manager to include: Support Services Facilitators/ Support Services Assistants Center Managers	Center Managers Executive Team Nurse Health Services Director	At enrollment Parent Orientation Daily	Health Lesson Daily Schedule
4. Staff will explain and inform the parent/guardian the purpose of health procedures and exams the child will receive throughout the school year.	Case Manager to include: Support Services Facilitators/ Support Services Assistants Center Managers	Center Managers Executive Team Nurse Health Services Director	At enrollment Parent Orientation Daily	Health Lesson Daily Schedule

Performance Standard: 1304.20 € (4)

Goal: **HIDALGO COUNTY HEAD START PROGRAM** will assist the parent/guardian in accordance with 45CFR 1304.40 (f) (2) (i) and (ii) to enroll and participate in a system of ongoing family health care and encourage the parent/guardian to be active partners in their child's health care process.

Objective: Ensure that all Head Start families' participation in a system of ongoing family health care and encourage the parent/guardian to be active in their child's health care process.

Task to be Accomplished	Person Responsible	Person Responsible for Monitoring	Projected Date of Completion	Documents or Forms
1. Staff will review health records on a regular basis to ensure medical and dental concerns be completed and addressed in a timely manner.	Case Manager to include: Support Services Facilitators/ Support Services Assistants Center Managers	Center Managers Executive Team Nurse Health Services Director	Monthly As needed Parent Orientation	Family Contact Notes Referral Follow up Parent Conference
2. Staff will encourage the parent/guardian to become active partners thru the following: • Promote preventive health care via newsletter, conferences and workshops. • Introduce the parent/guardian to community health resources and assist them in becoming clients. • Encourage the parent/guardian by empowering them to take their child for medical and dental appointments. • Encourage and remind the parent/guardian to keep a copy of all health records in a safe place for transitional purposes. • Encourage the parent/guardian to participate on the Health Services Advisory Committee.	Case Manager to include: Support Services Facilitators/ Support Services Assistants Center Managers	Center Managers Executive Team Nurse Health Services Director	Monthly As needed Parent Orientation	Family Contact Notes Referral Follow up Parent Conference

Performance Standard: 1304.20 € (5)

Goal: **HIDALGO COUNTY HEAD START PROGRAM** will maintain written documentation in the event that the parent/guardian refuses to give authorization for health services.

Objective: Encourage parent/guardian to allow health services for their child. However, if the parent/guardian refuses the services, documentation will be obtained and the consequences of such action will be explained.

Task to be Accomplished	Person Responsible	Person Responsible for Monitoring	Projected Date of Completion	Documents or Forms
1. The staff will explain to the parent/guardian the importance of the health services and the consequences of denial.	Case Manager to include: Support Services Facilitators/ Support Services Assistants Center Managers	Center Managers Executive Team Nurse Health Services Director	As needed	Refusal of Medical Services and Dental Services Family Contact Notes
2. Staff will act as a "liaison" between the parent/guardian and health provider by assisting with communication of health concerns to the provider and Health Services Advisory Committee if needed.	Case Manager to include: Support Services Facilitators/ Support Services Assistants Center Managers	Center Managers Executive Team Nurse Health Services Director	As needed	Refusal of Medical Services and Dental Services Family Contact Notes
3. Staff will acquire documentation when the parent/guardian refuses authorization for services.	Case Manager to include: Support Services Facilitators/ Support Services Assistants Center Managers	Center Managers Executive Team Nurse Health Services Director	As needed	Refusal of Medical Services and Dental Services Family Contact Notes
4. Staff will explain the consequences of refusal.	Case Manager to include: Support Services Facilitators/ Support Services Assistants Center Managers	Center Managers Executive Team Nurse Health Services Director	As needed	Refusal of Medical Services and Dental Services Family Contact Notes

Performance Standard: 1304.22 (a)

Goal: **HIDALGO COUNTY HEAD START PROGRAM** will establish and implement policies and procedures to respond to medical and dental health emergencies with which staff is familiar and trained.

Objective: To be knowledgeable and aware of health measures, emergency measures and safety practices through training provided by the health staff.

Task to be Accomplished	Person Responsible	Person Responsible for Monitoring	Projected Date of Completion	Documents or Forms
1. Staff will post policies and plans of action for emergencies that require rapid response on part of the staff (e.g., a child choking) or immediate medical and/or dental attention. This information will be posted on the health bulletin boards located in every classroom at all centers. This is to include the parent/guardian's room, literacy room and administration sites.	Case Manager to include: Support Services Facilitators/ Support Services Assistants Center Managers	Center Managers Executive Team Nurse Health Services Director	Prior to enrollment Daily	Health Safety Procedures How to handle medical/dental emergency Action Plan for Asthma or Seizure
2. The Health Advisory Committee will help establish emergency policy and procedures by revising "Health Emergency Bulletin" annually.	Case Manager to include: Support Services Facilitators/ Support Services Assistants Center Managers	Center Managers Executive Team Nurse Health Services Director	Prior to enrollment Daily	Health Safety Procedures How to handle medical/dental emergency Action Plan for Asthma or Seizure
3. Emergency policies and procedures are posted in both Spanish and English.	Case Manager to include: Support Services Facilitators/ Support Services Assistants Center Managers	Center Managers Executive Team Nurse Health Services Director	Prior to enrollment Daily	Health Safety Procedures How to handle medical/dental emergency Action Plan for Asthma or Anaphylaxis Seizure

Performance Standard: 1304.22 (a) (1)

Goal: **HIDALGO COUNTY HEAD START PROGRAM** will post policies and plans of action. Emergencies will require rapid response on part of the staff. (e.g., a child choking).

Objective: Provide staff with polices and plans of action for emergency care.

Task to be Accomplished	Person Responsible	Person Responsible for Monitoring	Projected Date of Completion	Documents or Forms
1. Staff will post policies and plans of action for emergencies that require rapid response on part of the staff (e.g., a child choking) or immediate medical and/or dental attention. This information will be posted on the health bulletin boards located in every classroom at all centers. This is to include the parent/guardian's room, literacy room and administration sites.	Case Manager to include: Support Services Facilitators/ Support Services Assistants Center Managers	Center Managers Executive Team Nurse Health Services Director	Prior to enrollment Daily	Health Safety Procedures
2. The Health Services Advisory Committee will help establish emergency policy and procedures by revising all health emergency procedures annually.	Case Manager to include: Support Services Facilitators/ Support Services Assistants Center Managers	Center Managers Executive Team Nurse Health Services Director	Prior to enrollment Daily	Health Safety Procedures
3. Emergency policies and procedures are posted in both Spanish and English.	Case Manager to include: Support Services Facilitators/ Support Services Assistants Center Managers	Center Managers Executive Team Nurse Health Services Director	Prior to enrollment Daily	Health Safety Procedures

Performance Standard: 1304.22 (a) (2)

Goal: **HIDALGO COUNTY HEAD START PROGRAM** will post locations and telephone numbers of emergency response systems, update family contact information and authorization for each child must be readily available.

Objective: Make readily available emergency response systems, emergency telephone numbers and authorization for emergency care for each child.

Task to be Accomplished	Person Responsible	Person Responsible for Monitoring	Projected Date of Completion	Documents or Forms
1. Staff will post all emergency response systems as part of the health bulletin board.	Case Manager to include: Support Services Facilitators/ Support Services Assistants Center Managers	Center Managers Executive Team Nurse Health Services Director	As needed At enrollment Ongoing	Emergency Plan II Consent For Emergency Transportation Emergency Contact
2. The parent/guardian will sign consents for emergency treatment, dental treatment and transportation. This will be located in each child's folder.	Case Manager to include: Support Services Facilitators/ Support Services Assistants Center Managers	Center Managers Executive Team Nurse Health Services Director	As needed At enrollment Ongoing	Emergency Plan II Consent For Emergency Transportation Emergency Contact
3. Staff will have emergency contacts for each child, which are to include the parent/guardian's physical address, home and/or work telephone number, physician name and telephone number in every classroom and at all telephone stations. (Emergency Plan II)	Case Manager to include: Support Services Facilitators/ Support Services Assistants Center Managers	Center Managers Executive Team Nurse Health Services Director	As needed At enrollment Ongoing	Emergency Plan II Consent For Emergency Transportation Emergency Contact
4. All consent forms for emergency treatment will accompany the child to every fieldtrip and/or outdoor activity.	Case Manager to include: Support Services Facilitators/ Support Services Assistants Center Managers	Center Managers Executive Team Nurse Health Services Director	As needed At enrollment Ongoing	Emergency Plan II Consent For Emergency Transportation Emergency Contact

Performance Standard: 1304.22 (a) (4)

Goal: **HIDALGO COUNTY HEAD START PROGRAM** will notify the parent/guardian in the event of an emergency involving their child.

Objective: Notify to parent/guardian all emergencies involving their child.

Task to be Accomplished	Person Responsible	Person Responsible for Monitoring	Projected Date of Completion	Documents or Forms
1. In case of an emergency involving a Head Start child, the staff will notify the parent/guardian immediately. If the parent/guardian is unavailable, the staff will notify the emergency contact. A notice of illness or injury will be sent home with the child. Documentation will also be written in the family contact notes and an incident report will be sent to administration.	Case Manager to include: Support Services Facilitators/ Support Services Assistants Center Managers	Center Managers Executive Team Nurse Health Services Director	Ongoing As needed	Notice of Injury/ Illness Family Contact Notes Accident/Incident Report

Performance Standard: 1304.22 (a) (5)

Goal: **HIDALGO COUNTY HEAD START PROGRAM** will establish a method for handling cases of suspected or known child abuse and neglect that are in compliance with applicable federal, state and/or tribal laws.

Objective: Manage all cases of suspected or known child abuse and neglect in compliance with applicable federal, state and/or tribal laws.

Task to be Accomplished	Person Responsible	Person Responsible for Monitoring	Projected Date of Completion	Documents or Forms
1. Staff will report all suspected causes of abuse and neglect to the appropriate agency immediately.	Case Manager to include: Support Services Facilitators/ Support Services Assistants Center Managers	Center Managers Executive Team Mental Health Coordinator Nurse Health Services Director	As needed	Suspected Abuse and Neglect Form
2. Staff will fill out the suspected abuse and neglect form and write a summary of what occurred.	Case Manager to include: Support Services Facilitators/ Support Services Assistants Center Managers	Center Managers Executive Team Nurse Health Services Director	As needed	Suspected Abuse and Neglect Form
3. All information will be kept **strictly** confidential and under lock and key.	Case Manager to include: Support Services Facilitators/ Support Services Assistants Center Managers	Center Managers Executive Team Nurse Health Services Director	As needed	Suspected Abuse and Neglect Form
4. Staff will receive annual training from local agencies and the health department on reporting suspected abuse and neglect.	Case Manager to include: Support Services Facilitators/ Support Services Assistants Center Managers	Center Managers Executive Team Nurse Health Services Director	As needed	Suspected Abuse and Neglect Form

Performance Standard: 1304.22 (b) (1)

Goal: **HIDALGO COUNTY HEAD START PROGRAM** will temporarily exclude a child with a short-term injury, an acute and/or short-term contagious illness that cannot be readily accommodated from program participation in the center base activities or group experiences, but only for that generally short-term period when keeping the child in care poses a significant risk to the health and/or safety of the child or anyone in contact with the child.

Objective: Uphold the minimum standards required that temporary exclude a child with a short-term injury, an acute and/or short-term contagious illness.

Task to be Accomplished	Person Responsible	Person Responsible for Monitoring	Projected Date of Completion	Documents or Forms
1. When the parent/guardian presents a child at the center with an acute or short-term contagious illness the parent/guardian will be notified that the child cannot stay. The staff will refer to the communicable disease chart and minimum standards for assistance.	Case Manager to include: Support Services Facilitators/ Support Services Assistants Center Managers	Center Managers Executive Team Nurse Health Services Director	As needed	Exclusion Guidelines for a Sick Child
2. If the child has a short term injury that prohibits him/her from participating in the center based activities or group experiences the staff will ask the parent/guardian for a doctor's order stating the child may or may not participate. If the child cannot participate, the parent/guardian will be notified that the center cannot accommodate the child while injured. All measures should be taken to accommodate the child at home.	Case Manager to include: Support Services Facilitators/ Support Services Assistants Center Managers	Center Managers Executive Team Nurse Health Services Director	As needed	Exclusion Guidelines for a Sick Child
3. Staff will explain to the parent/guardian the significant health and safety risks of the child or anyone in contact with the child if allowed to stay at the center.	Case Manager to include: Support Services Facilitators/ Support Services Assistants Center Managers	Center Managers Executive Team Nurse Health Services Director	As needed	Exclusion Guidelines for a Sick Child

Performance Standard: 1304.22 (b) (2)

Goal: **HIDALGO COUNTY HEAD START PROGRAM** must not deny program admission to any child, nor exclude any enrolled child from program participation for a long term period, solely on the basis of his/her health care needs or medication requirements.

Objective: Not deny program admission to any child unless the health or safety risk cannot be eliminated or reduced to an acceptable level.

Task to be Accomplished	Person Responsible	Person Responsible for Monitoring	Projected Date of Completion	Documents or Forms
1. Staff will request a staffing or ARD with key personnel and the parent/guardian to determine the child's health status.	Case Manager to include: Support Services Facilitators/ Support Services Assistants Center Managers	Center Managers Executive Team Nurse Health Services Director	As needed At enrollment Ongoing	Family Contact Notes Notice of Illness/Injury Exclusion Guidelines for Sick Children
2. The staff will make reasonable accommodation for each child's required special needs by providing staff training, monitoring supplies and equipment to perform necessary health procedures.	Case Manager to include: Support Services Facilitators/ Support Services Assistants Center Managers	Center Managers Executive Team Nurse Health Services Director	As needed At enrollment Ongoing	Family Contact Notes Notice of Illness/Injury Exclusion Guidelines for Sick Children
3. The parent/guardian and health providers will provide clear and detailed instructions on how best to care for the child.	Case Manager to include: Support Services Facilitators/ Support Services Assistants Center Managers	Center Managers Executive Team Nurse Health Services Director	As needed At enrollment Ongoing	Family Contact Notes Notice of Illness/Injury Exclusion Guidelines for Sick Children
4. Protect the privacy of the affected child and family	Case Manager to include: Support Services Facilitators/ Support Services Assistants Center Managers	Center Managers Executive Team Nurse Health Services Director	As needed At enrollment Ongoing	Family Contact Notes Notice of Illness/Injury Exclusion Guidelines for Sick Children

Performance Standard: 1304.22 (b) (3)

Goal: **HIDALGO COUNTY HEAD START PROGRAM** will request the parent/guardian to inform Head Start of any health or safety needs of the child that the program may be required to address.

Objective: Acquire all pertinent health information from the parent/guardian to address all of the health and safety needs of the child.

Task to be Accomplished	Person Responsible	Person Responsible for Monitoring	Projected Date of Completion	Documents or Forms
1. At the time of enrollment the staff will ask for all information regarding the child's health status. If special needs are requested, the staff will ask the parent/guardian for all information in writing. This information will be obtained from a health professional.	Case Manager to include: Support Services Facilitators/ Support Services Assistants Center Managers	Center Managers Executive Team Nurse Health Services Director	As needed At enrollment Ongoing	Diagnostic Referral and Reporting Form Parental Agreement for Enrollment Statement Confidentiality Policy Physical Exam
2. Staff will ensure that all information obtained is kept **Confidential** accordingly.	Case Manager to include: Support Services Facilitators/ Support Services Assistants Center Managers	Center Managers Executive Team Nurse Health Services Director	As needed At enrollment Ongoing	Diagnostic Referral and Reporting Form Parental Agreement for Enrollment Statement Confidentiality Policy Physical Exam
3. Staff/Nurses will develop and implement an (IHP) Individualized Health Plan for those children with identified health needs.	Case Manager to include: Support Services Facilitators/ Support Services Assistants Center Managers	Center Managers Executive Team Nurse Health Services Director	Annually, as Needed	Individualized Health Plan Medication Administration Log Promis Tracking

Performance Standard: 1304.22 (c) (1)-(6)

Goal: **HIDALGO COUNTY HEAD START PROGRAM** will establish and maintain written procedures regarding the administration, handling and storage of medication for every child.

Objective: Know the storage, handling and administration of all medication.

Task to be Accomplished	Person Responsible	Person Responsible for Monitoring	Projected Date of Completion	Documents or Forms
1. Staff will administer, handle and store all medication in accordance with the programs policy and procedures.	Case Manager to include: Support Services Facilitators/ Support Services Assistants Center Managers	Center Managers Executive Team Nurse Health Services Director	As needed	Consent for Administration of Medication Observation Notes Procedures Manual Technical / Training Form Delegation of Tasks Action Plan for Asthma or Seizure

Performance Standard: 1304.22 (d) (1) & (2)

Goal: **HIDALGO COUNTY HEAD START PROGRAM** will ensure staff and volunteers can demonstrate safety practices and foster safety awareness between child and the parent/guardian by incorporating it into child and parent/guardian activities.

Objective: Have general knowledge in all safety practices.

Task to be Accomplished	Person Responsible	Person Responsible for Monitoring	Projected Date of Completion	Documents or Forms
1. Staff, parent/guardian and volunteers will have ongoing training on safety practice for both home and program settings. This training will be provided by community agencies.	Case Manager to include: Support Services Facilitators/ Support Services Assistants Center Managers	Center Managers Executive Team Nurse Health Services Director	August thru May	Technical Training Sign Newsletter Lesson Plan Emergency Policies Classroom Safety
2. Children will be involved in practicing safety practices through daily lessons, classroom activities, field trips and etc.	Case Manager to include: Support Services Facilitators/ Support Services Assistants Center Managers	Center Managers Executive Team Nurse Health Services Director	August thru May	Technical Training Sign Newsletter Lesson Plan Emergency Policies Classroom Safety

Performance Standard: 1304.22 (d) (1) & (2)

Goal: **HIDALGO COUNTY HEAD START PROGRAM** will ensure staff and volunteers can demonstrate safety practices and foster awareness between the child and parent/guardian by incorporating it into child and parent/guardian activities.

Objective: Have general knowledge in all safety practices.

Task to be Accomplished	Person Responsible	Person Responsible for Monitoring	Projected Date of Completion	Documents or Forms
1. Staff, parent/guardian and volunteers will have ongoing training on safety practice for both home and program settings. This training will be provided by the community agencies.	Case Manager to include: Support Services Facilitators/ Support Services Assistants Center Managers	Center Managers Executive Team Nurse Health Services Director	August thru May	Technical Training Sign Newsletter Lesson plan Emergency Policies Classroom Safety
2. Children will be involved in practicing safety practices through daily lessons, classroom, activities, field trips, and etc. .	Case Manager to include: Support Services Facilitators/ Support Services Assistants Center Managers	Center Managers Executive Team Nurse Health Services Director	August thru May	Technical Training Sign Newsletter Lesson plan Emergency Policies Classroom Safety

Performance Standard: 1304.22 (e) (1) & (2)

Goal: **HIDALGO COUNTY HEAD START PROGRAM** will ensure staff must wash their hands with soap and running water at the following times: after diapering or toilet use; before food preparation and handling, consumption or any other food related activity; whenever hands are contaminated with blood or bodily fluids and after handling pets or animals.

Objective: Practice safety and good hygiene methods on a daily basis. The parent/guardian and volunteers will practice these methods as well.

Task to be Accomplished	Person Responsible	Person Responsible for Monitoring	Projected Date of Completion	Documents or Forms
1. Staff and volunteers will read sign and abide by the Sanitation and Infection Control Policy. This form will be filed in the employee's record or volunteer folder.	Case Manager to include: Support Services Facilitators/ Support Services Assistants Center Managers	Center Managers Executive Team Nurse Health Services Director	August thru May	Sanitation and Control Policy
2. Staff will ensure that a copy of the Sanitation and Infection Control Policy is posted on the Health Bulletin Board located in every classroom.	Case Manager to include: Support Services Facilitators/ Support Services Assistants Center Managers	Center Managers Executive Team Nurse Health Services Director	August thru May	Sanitation and Control Policy
3. Staff will have ongoing training on Universal Precautions.	Case Manager to include: Support Services Facilitators/ Support Services Assistants Center Managers	Center Managers Executive Team Nurse Health Services Director	August thru May	Sanitation and Control Policy

Performance Standard: 1304.22 (f) (1) (2)

Goal: **HIDALGO COUNTY HEAD START PROGRAM** will ensure that all staff will wear non-porous gloves when they are in contact with spills of blood or other visible bodily fluids. Spills of bodily fluids will be cleaned and disinfected immediately in keeping with professionally established guidelines (Standards of the Occupational Safety Health Administration). Any tools used to clean such spills will also be cleaned and disinfected immediately. Other blood contaminated materials will be disposed of in a plastic bag with a secure tie.

Objective: Practice universal precautions on a daily basis.

Task to be Accomplished	Person Responsible	Person Responsible for Monitoring	Projected Date of Completion	Documents or Forms
1. Gloves are made available to all staff and will be worn in contact with spills of blood or other visible bodily fluids. • Centers are provided Bio Hazard kits for proper clean-up of such incidents.	Case Manager to include: Support Services Facilitators/ Support Services Assistants Center Managers	Center Managers Executive Team Nurse Health Services Director	August thru May	Sanitation and Infection Control Policy
2. Spills or bodily fluids will be cleaned with the disinfecting solutions as recommended by the Health Services Advisory Committee.	Case Manager to include: Support Services Facilitators/ Support Services Assistants Center Managers	Center Managers Executive Team Nurse Health Services Director	August thru May	Sanitation and Infection Control Policy
3. Hands will be washed after every given use.	Case Manager to include: Support Services Facilitators/ Support Services Assistants Center Managers	Center Managers Executive Team Nurse Health Services Director	August thru May	Sanitation and Infection Control Policy

Performance Standard: 1304.23 (b) (3)

Goal: **HIDALGO COUNTY HEAD START PROGRAM** will establish procedures for diapering that adequately protect the health and safety of children served by program staff.

Objective: Ensure that proper diapering procedures are implemented.

Task to be Accomplished	Person Responsible	Person Responsible for Monitoring	Projected Date of Completion	Documents or Forms
1. Staff will do the following when diapering: • Ensure child's safety at all times. • Change diaper on an elevated, non-porous surface used only for changing diapers. • Talk to infant/toddler/child while diapering. • Note anything unusual in the child's diaper. • Change diapers at regular intervals and/or as needed. • Always use Universal Precautions.	Case Manager to include: Support Services Facilitators/ Support Services Assistants Center Managers	Center Managers Executive Team Nurse Health Services Director	As Needed	Diapering Policy

Performance Standard: 1304.24 (a) (1)

Goal: **HIDALGO COUNTY HEAD START PROGRAM** will have readily available, well-supplied first-aid kits appropriate for the ages served and the program size. The kits will be maintained at each facility and available on outings away from the center. Kits will be restocked and inventoried on a regular basis.

Objective: Have appropriate first-aid kits in every classroom every outing away from the center

Task to be Accomplished	Person Responsible	Person Responsible for Monitoring	Projected Date of Completion	Documents or Forms
1. Staff will make sure that a well-stocked first-aid kit is available at all times.	Case Manager to include: Support Services Facilitators/ Support Services Assistants Center Managers	Center Managers Executive Team Nurse Health Services Director	August thru May	First-Aid Monitor Check
2. Staff will carry a first-aid kit any time the children and staff are away from the center.	Case Manager to include: Support Services Facilitators/ Support Services Assistants Center Managers	Center Managers Executive Team Nurse Health Services Director	August thru May	First-Aid Monitor Check
3. Staff will stock and monitor the inventory of first-aid supplies on a regular basis.	Case Manager to include: Support Services Facilitators/ Support Services Assistants Center Managers	Center Managers Executive Team Nurse Health Services Director	August thru May	First-Aid Monitor Check

Performance Standard C. F. Regulation: 1304.51 (i) (2) Ongoing Monitoring

Goal: **HIDALGO COUNTY HEAD START PROGRAM** will promote effective dental hygiene among children in conjunction with meals.

Objective: Ensure that every child will receive effective dental hygiene in conjunction with meals

Task to be Accomplished	Person Responsible	Person Responsible for Monitoring	Projected Date of Completion	Documents or Forms
1. Staff will supervise children brushing their teeth as follows: a. A.M. - the children brush their teeth after snack with water only.	Case Manager to include: Support Services Facilitators/ Support Services Assistants Center Managers	Center Managers Executive Team Nurse Health Services Director	August thru May (Daily)	Daily Class Schedule Health Procedure Manual Consent for Fluoride Treatment
b. P.M. - the children brush their teeth with fluoride toothpaste	Case Manager to include: Support Services Facilitators/ Support Services Assistants Center Managers	Center Managers Executive Team Nurse Health Services Director	August thru May (Daily)	Daily Class Schedule Health Procedure Manual Consent for Fluoride Treatment
2. The dental curriculum will also reinforce the importance of brushing their teeth after meals.	Case Manager to include: Support Services Facilitators/ Support Services Assistants Center Managers	Center Managers Executive Team Nurse Health Services Director	August thru May (Daily)	Daily Class Schedule Health Procedure Manual Consent for Fluoride Treatment
3. Parents and staff are educated about proper ways to prevent baby-bottle decay and other early childhood cavities.	Case Manager to include: Support Services Facilitators/ Support Services Assistants Center Managers	Center Managers Executive Team Nurse Health Services Director	August thru May (Daily)	Daily Class Schedule Health Procedure Manual Consent for Fluoride Treatment
4. Infant teeth are cleaned beginning with the eruption of the first tooth accordingly.				

Human Resources Plan

Hidalgo County
Head Start Program

Human Resources
Program Plan
2016 – 2017

Policy Council Approval:
Commissioners' Court Approval:

Hidalgo County Head Start Program

Human Resources Program Plan

2016-2017

Performance Standard: 1304.52 (a) (1)

Goal: The Hidalgo County Head Start Program will establish and maintain an organizational structure that supports the accomplishment of Program objectives.

Objective: The Program will assess the organizational structure and address the major functions and responsibilities assigned to each staff position to fulfill the Program's mission and goals.

Task to be Accomplished	Person Responsible	Person Responsible for Monitoring	Projected Date of Completion	Documents or Forms
• An Organizational Chart is developed to depict how the Grantee Board, and the Department of Health and Human Services, and the Hidalgo County Head Start staff are structured within the program.	Executive Director Assistant Program Directors	Executive Director	As deemed necessary	Organizational Chart
• Development and revisions of the Organizational Chart are conveyed to the Policy Council, Grantee Board (Commissioners Court), and County Judge for their review for, approval and/or disapproval.	Executive Director	Executive Director	As deemed necessary	Organizational Chart
• The Organizational Chart illustrates staff positions and proper chain of command.	Executive Director	Executive Director	As deemed necessary	Organizational Chart
• All staff positions have a job description which indicates the level of knowledge, skills, and experience required to perform the job responsibilities.	Executive Director	Administrator for Human Resources	As deemed necessary	Organizational Chart

Hidalgo County Head Start Program

Human Resources Program Plan

2016-2017

Performance Standard: 1304.52 (a) (1) (continued)

Goal: The Hidalgo County Head Start Program will establish and maintain an organizational structure that supports the accomplishment of Program objectives.

Objective: The Program will assess the organizational structure and address the major functions and responsibilities assigned to each staff position to fulfill the Program's mission and goals.

Task to be Accomplished	Person Responsible	Person Responsible for Monitoring	Projected Date of Completion	Documents or Forms
• The Program will verify that the appropriate number of staff is hired to meet staff/child classroom ratio as required by Federal and State Law.	Administrator for Human Resources Administrator for Education	Administrator for Human Resources Human Resources Director Education Area Directors	As deemed necessary	Job Requisition Form Job Announcement Job Application Credentials Interview Questionnaire Orientation Agenda
• The Program will confirm that the Grantee Board (County Commissioners) and the Hidalgo County Judge receive proper training to assist with legal and fiscal matters for the administration of the Hidalgo County Head Start Program.	Executive Director Assistant Program Directors Family Services Director	Executive Director	Annually	Governance Leadership Institute Conference Binder Training Packet

Performance Standard: 1304.52 (a) (1) (continued)

Goal: The Hidalgo County Head Start Program will establish and maintain an organizational structure that supports the accomplishment of Program objectives.

Objective: The Program will assess the organizational structure and address the major functions and responsibilities assigned to each staff position to fulfill the Program's mission and goals.

Task to be Accomplished	Person Responsible	Person Responsible for Monitoring	Projected Date of Completion	Documents or Forms
• The Program will maintain the lines of communication with Policy Council and key management to be clear and well established in assisting such with their responsibilities in developing, reviewing, and approving or disapproving policies dealing with the following: all funding applications and amendments; shared decision making; selection and enrollment priorities; personnel policies and changes related to; hiring and terminating the Head Start Director and Program staff. This will be accomplished by providing Program trainings and opportunities to attend Local, State, Regional and National Head Start conferences.	Executive Director	Executive Director	July 2016 to May 2017	Training Agendas Governance Leadership Institute Conference Binder
• The Program will confirm that the Policy Council serves as a link between parent committees and Grantee Board, public/private organizations and committees they serve.	Executive Director	Executive Director	July 2016 to May 2017	Policy Council Meeting Minutes

Hidalgo County Head Start Program

Human Resources Program Plan

2016-2017

Performance Standard: 1304.52 (a) (2) (i) (ii) (iii)

Goal: The Grantee Board and Policy Council will confirm the Program management functions are formally assigned to and adopted by staff within the Program.

Objective: The Program will designate staff who will manage delivery of services to children and families.

	Task to be Accomplished	Person Responsible	Person Responsible for Monitoring	Projected Date of Completion	Documents or Forms
(i)	The Grantee Board and Policy Council will select and hire a Head Start Program Director who is sensitive to the community, staff, and families. The Program Director needs to be knowledgeable with Program services, organizational structure, goals and its mission.	Grantee Board (Commissioners Court) Policy Council Civil Service	Policy Council	As deemed necessary	Job Application Credentials Resume Job Announcement Personnel file Criminal Background Check Forms
(ii)	Qualified staff will be hired to provide leadership, direction, and management of delivery services to children and families.	Executive Director	Assistant Program Directors	As deemed necessary	Job Applications Job Announcement Resume Credentials Personnel File

Hidalgo County Head Start Program

Human Resources Program Plan

2016-2017

Performance Standard: 1304.52 (a) (2) (i) (ii) (iii) (continued)

Goal: The Grantee Board and Policy Council will confirm the Program management functions are formally assigned to and adopted by staff within the Program.

Objective: The Program will designate staff who will manage delivery of services to children and families.

Task to be Accomplished	Person Responsible	Person Responsible for Monitoring	Projected Date of Completion	Documents or Forms
1. The following positions for the Head Start program will be identified: • Education Area Directors • Health Services Director • Nutrition Services Director • Special Services Director • Family Services Director • Transition, Literacy & Community Partnership Director • Compliance Accountability and Monitoring Director	Executive Director Assistant Program Directors	Assistant Program Directors	As deemed necessary	Organizational Chart

Performance Standard: 1304.52 (a) (2) (i) (ii) (iii) (continued)

Goal: The Grantee Board and Policy Council will confirm the Program management functions are formally assigned to and adopted by staff within the Program.

Objective: The Program will designate staff who will manage delivery of services to children and families.

Task to be Accomplished	Person Responsible	Person Responsible for Monitoring	Projected Date of Completion	Documents or Forms
(iii) Qualified staff will be employed to provide leadership services to families.	Executive Director	Assistant Program Directors	As deemed necessary	Job Application Job Announcement Resume Credentials Personnel File Criminal Background Check Forms

Hidalgo County Head Start Program

Human Resources Program Plan

2016-2017

Performance Standard: 1304.52 (a) (2) (i) (ii) (iii) (continued)

Goal: The Grantee Board and Policy Council will confirm the Program management functions are formally assigned to and adopted by staff within the Program.

Objective: The Program will designate staff who will manage delivery of services to children and families.

Task to be Accomplished	Person Responsible	Person Responsible for Monitoring	Projected Date of Completion	Documents or Forms
1. The Program will monitor that management staff implements the following: • Plan and implement procedures for each area of service • Maintain data on children and families in the Program • Seek community partnerships to provide resources for the children and families • Maintain strong communication between staff and parents • Have knowledge in personnel administration • Have leadership skills in team building and staff development training	Executive Director	Assistant Director for Programmatic Services Assistant Director for Operations	As deemed necessary	Job Description Self-Assessment (yearly) Children's Records Staff Development Training Files Monthly Parent Meetings (Agendas) Employee Performance Review Forms PROMIS Reports

Hidalgo County Head Start Program

Human Resources Program Plan

2016-2017

Performance Standard: 1304.52 (b) (1) & (2)

Goal: The Hidalgo County Head Start Program will secure that staff and consultants that are hired are qualified and have the knowledge, skills and experience in order to perform their assigned functions responsibly.

Objective: The Program will streamline the provision of Program quality service, qualified staff will be recruited and hired to interact with children and families.

Task to be Accomplished	Person Responsible	Person Responsible for Monitoring	Projected Date of Completion	Documents or Forms
• Qualified staff will be hired accordingly for each position within the Hidalgo County Head Start Program	Executive Director	Assistant Program Directors Administrator for Human Resources Administrator for Education	As deemed necessary	Requisitions Job Announcement Interviews Questionnaire Employee Performance Review Forms
• Qualified staff must be sensitive to the cultural differences of low income children and families	Department Directors	Assistant Program Directors Administrator for Human Resources Administrator for Education Department Directors	Ongoing	R.F.Q. (Request for Qualifications) Criminal Background Check Forms

Performance Standard: 1304.52 (b) (1) & (2) (continued)

Goal: The Hidalgo County Head Start Program will secure that staff and consultants that are hired are qualified and have the knowledge, skills and experience in order to perform their assigned functions responsibly.

Objective: The Program will streamline the provision of Program quality service, qualified staff will be recruited and hired to interact with children and families.

Task to be Accomplished	Person Responsible	Person Responsible for Monitoring	Projected Date of Completion	Documents or Forms
• The Hidalgo County Head Start Program recruits highly qualified staff by advertising through the Hidalgo County Website, internal and open job announcements, and recruitment at UTPA, and STC. In addition, the program highly considers Head Start parents who qualify for positions within the Program.	Administrator for Human Resources Staff Development Director	Administrator for Human Resources	Ongoing	Job Announcement (Website, internally)

Performance Standard: 1304.52 (b) (1) & (2) (continued)

Goal: The Hidalgo County Head Start Program will secure that staff and consultants that are hired are qualified and have the knowledge, skills and experience in order to perform their assigned functions responsibly.

Objective: The Program will streamline the provision of Program quality service, qualified staff will be recruited and hired to interact with children and families.

Task to be Accomplished	Person Responsible	Person Responsible for Monitoring	Projected Date of Completion	Documents or Forms
• A mentoring program will be implemented to assist the parents and staff already in the Head Start Program to advance their skills and knowledge.	Staff Development Director	Staff Development Director Family Services Director	Ongoing Annually	Staff Development Training (informal & formal trainings CDA Project Bachelor & Associate Degree Project Parent Volunteer Program; Parent Fair, Parent Leadership Conference Fatherhood Conference

Hidalgo County Head Start Program

Human Resources Program Plan

2016-2017

Performance Standard: 1304.52 (b) (3)

Goal: The Hidalgo County Head Start Program will confirm that all current and former Head Start Parents, if qualified, will receive preference for employment vacancies.

Objective: The Program will confirm that Head Start parents, if qualified, are given employment preference with Head Start with the purpose to fulfill the Program's missions and goals.

Task to be Accomplished	Person Responsible	Person Responsible for Monitoring	Projected Date of Completion	Documents or Forms
• The Program will highly consider Head Start parents who are qualified and are seeking employment	Executive Director Administrator for Human Resources Administrator for Education	Administrator for Human Resources Administrator for Education	As deemed necessary	Job Announcement Job Description Job Application Personnel File Criminal Background Check Form

Performance Standard: 1304.52 (b) (3) (continued)

Goal: The Hidalgo County Head Start Program will confirm that all current and former Head Start Parents, if qualified, will receive preference for employment vacancies.

Objective: The Program will confirm that Head Start parents, if qualified, are given employment preference with Head Start with the purpose to fulfill the Program's missions and goals.

Task to be Accomplished	Person Responsible	Person Responsible for Monitoring	Projected Date of Completion	Documents or Forms
• Staff will encourage Head Start parents to participate in Program activities, such as classroom volunteering, parent committees, workshops, and trainings	Family Services Director Center Managers	Center Managers Support Service Staff	Annually Monthly	In-kind Records Exploring Parenting and Financial Literacy Parent take home activities Lesson plans Parent Volunteer Program; Fatherhood Conference; Parent Fair, Parent Leadership Conference Parent Records

Hidalgo County Head Start Program

Human Resources Program Plan

2016-2017

Performance Standard: 1304.52 (b) (3) (continued)

Goal: The Hidalgo County Head Start Program will confirm that all current and former Head Start Parents, if qualified, will receive preference for employment vacancies.

Objective: The Program will confirm that Head Start parents, if qualified, are given employment preference with Head Start with the purpose to fulfill the Program's missions and goals.

Task to be Accomplished	Person Responsible	Person Responsible for Monitoring	Projected Date of Completion	Documents or Forms
• Parents will be encouraged to participate in Literacy Programs such as English as a Second Language (ESL), General Equivalency Diploma (GED)...through referrals in the Community	Transition, Literacy, and Community Partnership Director Center Managers Teachers	Transition, Literacy, and Community Partnership Director Education Area Directors Center Managers Support Service Staff	Annually Every three months	Education Advisory Committee Family Partnership Agreement (F.P.A. Referrals) Referrals follow up
• Job vacancies are posted at each center within the Program, Hidalgo County Human Resources Department postings, and website	Administrator for Human Resources Center Staff Civil Service Human Resources Director	Executive Team	As deemed necessary	Job Announcement (Website & Internal)
• Job vacancies include job descriptions, requirements and responsibilities	Administrator for HR Human Resources Director	Administrator for Human Resources	Continuously	Job Description Job Announcement Job Questionnaire

Hidalgo County Head Start Program

Human Resources Program Plan

2016-2017

Performance Standard: 1304.52 (b) (4)

Goal: The Hidalgo County Head Start Program will hire Program staff and consultants that are familiar with the ethnic background and heritage of families in the Program and must be able to communicate effectively in the family's primary language.

Objective: The Program will establish an atmosphere of recognition and respect for the beliefs and practices of families and children that the Program serves.

Task to be Accomplished	Person Responsible	Person Responsible for Monitoring	Projected Date of Completion	Documents or Forms
• The Program will recruit qualified bilingual staff and consultants who are culturally and ethnically diverse to maintain appropriate representation of the ethnicity and cultures of families served	Executive Director Assistant Program Directors Administrator for Human Resources	Executive Team	As deemed necessary	Job Announcement Job Description Personnel File Request for Qualifications (RFQ's) Job Standard Checklist
• The Program will employ staff and recruit parents from the community to use as resources for understanding different cultures	Executive Director Assistant Program Directors Administrator for Human Resources	Administrator for Human Resources	As deemed necessary	Job Announcement Job Description Personnel File Interview Questionnaire
• The Program will provide staff development trainings to develop skills in culture differences and conflict resolutions	Administrator for Education Staff Development Director	Education Area Directors	As deemed necessary	Teacher Lesson Plans Training Calendar

Performance Standard: 1304.52 (b) (4) (continued)

Goal: The Hidalgo County Head Start Program will hire Program staff and consultants that are familiar with the ethnic background and heritage of families in the Program and must be able to communicate effectively in the family's primary language.

Objective: The Program will establish an atmosphere of recognition and respect for the beliefs and practices of families and children the Program serves.

Task to be Accomplished	Person Responsible	Person Responsible for Monitoring	Projected Date of Completion	Documents or Forms
• The Program will encourage the use of community resources to help staff and parents appreciate and enjoy diverse cultures	Administrator for Education	Education Area Directors	As deemed necessary	Curriculum Program Calendar Teacher Lesson Plans
• The Program will conduct staff trainings together with local organizations to get familiarized with cultural diversity	Staff Development Director	Staff Development Director	Pre-Service Training Ongoing training As deemed necessary	Program Training Agendas Training Calendar

Hidalgo County Head Start Program

Human Resources Program Plan

2016-2017

Performance Standard: 1304.52 (c)

Goal: The Hidalgo County Head Start Program will hire a Head Start Director who has skills and abilities in a management capacity relevant to Human Service Program Management.

Objective: The Program will entrust leadership, management skills and ability to oversee the operation of a comprehensive quality child and family program.

Task to be Accomplished	Person Responsible	Person Responsible for Monitoring	Projected Date of Completion	Documents or Forms
The Program will hire an appropriately qualified Executive Director with the following attributes: • Leadership skills. • Good interpersonal and communication skills • The ability to develop and manage a budget • Experience in Human Services Program Management • Understands the Head Start philosophy and ability to share authority and decision making	Grantee Board (Commissioners Court) Policy Council	Policy Council	As deemed necessary	Job Announcement Job Description Job Application Credentials Experience Criminal Background Forms

Hidalgo County Head Start Program

Human Resources Program Plan

2016-2017

Performance Standard: 1304.52 (d)

Goal: The Hidalgo County Head Start Program will recommend hiring staff and consultants who meet the qualifications to provide content area expertise and oversight on an ongoing scheduled basis. The Program will determine appropriate staffing pattern necessary to provide these functions.

Objective: The Program will implement quality services to be delivered to children and families.

Task to be Accomplished	Persor Responsible	Person Responsible for Monitoring	Projected Date of Completion	Documents or Forms
The Program will hire qualified Directors who have the following abilities: • Plan and administer the required Program services for children and families • Coordinate Program activities with staff, other content areas and community agencies • Engage in the on-going assessment of quality services provided • Communicate effectively with others • Cooperate Successfully as a team member • Provides staff training and development, including on-site consultation, coaching, and mentoring to other staff • Ability to supervise Program activities • Meet content requirements	Executive Director Administrator for Human Resources	Administrator for Human Resources	As deemed necessary	Job Announcement Job Description Job Application Credentials Experience Personnel File Criminal Background Forms

Hidalgo County Head Start Program

Human Resources Program Plan

2016-2017

Performance Standard: 1304.52 (d) (1)

Goal: The Hidalgo County Head Start Program will recommend that staff or consultants meet the qualifications for classroom teachers with experience in the theories and principles of child growth and development, early childhood education, and family support.

Objective: The Program will implement quality services to be delivered to children and families.

Task to be Accomplished	Person Responsible	Person Responsible for Monitoring	Projected Date of Completion	Documents or Forms
• The Program will verify that the classroom teachers meet the necessary qualifications such as: ✓ Child Development Associate Credential (C.D.A.) ✓ State award certificate that exceeds the C.D.A. ✓ An Associate, Baccalaureate, or advance degree in Early Childhood Education	Executive Director Assistant Program Directors Administrator for Human Resources Administrator for Education	Administrator for Human Resources Human Resources Director Administrator for Education	As deemed necessary	Job Announcement Job Description Job Application Credentials/Degrees Personnel File
• The Program will verify that all staff employed in the field of Education plan and implement a comprehensive Child Development Program that meets the Head Start standards.	Executive Director	Administrator for Human Resources	As deemed necessary	Job Announcement Job Description Job Application Credentials/Degrees Personnel File

Performance Standard: 1304.52 (d) (1) (continued)

Goal: The Hidalgo County Head Start Program will recommend that staff or consultants meet the qualifications for classroom teachers with experience in the theories and principles of child growth and development, early childhood education, and family support.

Objective: The Program will implement quality services to be delivered to children and families.

Task to be Accomplished	Person Responsible	Person Responsible for Monitoring	Projected Date of Completion	Documents or Forms
• Classroom teachers must possess the abilities to: ✓ Put into practice theories and sound principles of child and adult education ✓ Embrace the role of the parent as the primary educator of the child ✓ Promote support between parent and child	Administrator for Education	Education Area Directors Center Managers	School Program year July 2016 to August 2017	Curriculum Teacher Lesson Plans

Hidalgo County Head Start Program

Human Resources Program Plan

2016-2017

Performance Standard: 1304.52 (d) (2)

Goal: The Hidalgo County Head Start Program will confirm that health services are supported by staff and consultants with training and experience in public health, nursing, health education, maternal and child health or health administration.

Objective: The Program will implement quality services to be delivered to children and families.

Task to be Accomplished	Person Responsible	Person Responsible for Monitoring	Projected Date of Completion	Documents or Forms
The Program will hire an appropriate qualified Director in Health Services with the abilities to: • Link families with ongoing systems for health care, assist parents in selection of health provider, counsel them about child or family health problems, and promote parent involvement in all aspects of health programs • Negotiate with Health Service Advisory Committee, local health care professionals and service providers to secure that the services for families are available and accessible • Review, evaluate, and interpret health records. • Promote health and safety practices in the Program • Coordinate safety and sanitation procedures, first aid, and emergency medical procedures	Executive Director Assistant Program Directors Administrator for Human Resources	Administrator for Human Resources	As deem necessary	Job Announcement Job Description Job Application Experience Credentials Personnel File

Hidalgo County Head Start Program

Human Resources Program Plan

2016-2017

Performance Standard: 1304.52 (d) (3)

Goal: The Hidalgo County Head Start Program will confirm that nutrition services are supported by staff or consultants who are registered dietitians or nutritionists.

Objective: The Program will maintain quality nutrition services to children and families being served.

Task to be Accomplished	Person Responsible	Person Responsible for Monitoring	Projected Date of Completion	Documents or Forms
The Program will hire highly a qualified Nutrition Director with the following skills: • Experience in menu planning including the quantity, quality, and variety of food to be purchased • Ability to interpret nutrition assessment data, provides nutrition counseling to families, and promotes good nutrition habits among children and families • Have expertise to assist staff in dealing with children with feeding problems or special nutritional needs	Executive Director Assistant Program Directors Administrator for Human Resources	Administrator for Human Resources	As deemed necessary	Job Announcement Job Description Job Application Experience Credentials Personnel File

Hidalgo County Head Start Program

Human Resources Program Plan

2016-2017

Performance Standard: 1304.52 (d) (4)

Goal: The Hidalgo County Head Start Program will confirm that mental health services is supported by staff or consultants who are licensed or certified professionals with experience and expertise in serving young children and their families.

Objective: The Program will maintain quality mental health services to children and families being served.

Task to be Accomplished	Person Responsible	Person Responsible for Monitoring	Projected Date of Completion	Documents or Forms
The Program will hire a highly qualified Mental Health Coordinator with the following skills: • Knowledge of treatment strategies in the areas of child behavior management and family crisis intervention • Ability to work with families in a supportive manner throughout the diagnostic and referral processes • Ability to work with staff to improve their own health and they, in turn provide supportive services to families • The ability to provide counseling and treatment for children and families with diagnosed problems	Executive Director Assistant Program Directors Administrator for Human Resources	Administrator for Human Resources Health Services Director	As deemed necessary	Job Announcement Job Description Job Application Experience Credentials Personnel File

Hidalgo County Head Start Program

Human Resources Program Plan

2016-2017

Performance Standard: 1304.52 (d) (5) (6)

Goal: The Hidalgo County Head Start Program will promote family and community partnership services and parent involvement supported by qualified staff and consultants who are experienced with social, human or family services.

Objective: The Program will maintain quality social and human services to Program families.

Task to be Accomplished	Person Responsible	Person Responsible for Monitoring	Projected Date of Completion	Documents or Forms
The Program will hire a highly qualified Family Services and Transition, Literacy & Community Partnership Director with the following skills: • Have the ability to develop referral systems and procedures, coordinate social service referrals and follow-up. • Provide on-site consultation to family and community partnerships staff. • Conduct advocacy work. • Oversee the recruitment, training and scheduling of parent volunteers. • Work with Policy Committee and serve as a resource for Parent Committee. • Assist parents in developing and scheduling their own social and developmental activities. • Encourage and support parents in addressing community needs. • Assist staff in integrating a plan for parent involvement that addresses all service areas.	Executive Director Assistant Program Directors Administrator for Human Resources	Administrator for Human Resources	As deemed necessary	Job Announcement Job Description Job Application Experience Credentials Personnel File

Hidalgo County Head Start Program

Human Resources Program Plan

2016-2017

Performance Standard: 1304.52 (d) (7)

Goal: The Hidalgo County Head Start Program will confirm that disability services are supported by staff or consultants with training and experience in securing services for children with disabilities.

Objective: The Program will maintain quality disability services to children being served.

Task to be Accomplished	Person Responsible	Person Responsible for Monitoring	Projected Date of Completion	Documents or Forms
The Program will hire a highly qualified Special Services Director with the following skills: • Coordinate the process of assessing children including initial screening, ongoing developmental and specialized assessments to determine if a disability exist • Work with an interdisciplinary team of staff and parents to develop and implement an Individualized Educational Plan (IEP), or Individualized Family Service Plan (IFSP) • Consult regularly with parents and staff on the progress of disability services. • Work closely with local school districts for the coordination of services • Advocate in the community for appropriate services for children with disabilities and their families	Executive Director Assistant Program Directors Administrator for Human Resources	Administrator for Human Resources	As deemed necessary	Job Announcement Job Description Job Application Experience Credentials Personnel File

Hidalgo County Head Start Program

Human Resources Program Plan

2016-2017

Performance Standard: 1304.52 (d) (8)

Goal: The Hidalgo County Head Start Program will secure on going services of a qualified Chief Financial Officer.

Objective: The Program will maintain on going quality services in the Finance Department.

Task to be Accomplished	Person Responsible	Person Responsible for Monitoring	Projected Date of Completion	Documents or Forms
The Program will hire a qualified Chief Financial Officer with the abilities to: • Develop, monitor, evaluate, and report on the Program's financial controls and procedures • Develop and maintain accurate charts of accounts including the allocation of Program income and outlays and in-kind contribution • Assist in the resolution of audit exceptions and in the implementation of auditors' recommendations; and report all findings to management staff and governing bodies	Executive Director Assistant Program Directors Administrator for Human Resources	Administrator for Human Resources	As deemed necessary	Job Announcement Job Description Job Application Experience Credentials Personnel File

Hidalgo County Head Start Program

Human Resources Program Plan

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Performance Standard: 1304.52 (g) (1)

Goal: The Hidalgo County Head Start Program will confirm that the appropriate staff/child ratio is maintained at all times of the day.

Objective: The Program will maintain that staff/child ratio will have a more positive outcome for young children and generate more positive social interaction with peers.

Task to be Accomplished	Person Responsible	Person Responsible for Monitoring	Projected Date of Completion	Documents or Forms
The Program will hire the appropriate number of staff required to maintain staff/child classroom ratio by monitoring and replacing staff when vacancies occur through resignations or promotions.	Executive Director Administrator for Human Resources Administrator for Education	Administrator for Human Resources Education Area Directors	As deemed necessary	Job Announcement Job Requisitions
All newly hired staff including District Partnership Teachers (with the exception of Administration staff) will receive an eight (8) hour pre-service training in the theories of early childhood caregiver, prior to reporting to work site. These eight (8) hours Pre-Service training will provide new staff with Program Policies and Procedures related to the responsibilities of a caregiver. Guidance will be provided by Education Area Directors in the implementation of the written material. Certificates of accomplishments will be filed in the employee's Personnel file.	Administrator for Human Resources	Human Resources Director Compliance Director Staff Development Director	School Program Year 2016-2017; thereafter, as deemed necessary Pre-Service Training	Certificate of Completion Copies of Signed Policies (Orientation for new hires) Acknowledgments of Receiving Mandated Policies and Procedures (Pre-Service)

Performance Standard: 1304.52 (g) (2)

Goal: The Hidalgo County Head Start Program will confirm that at least one classroom staff member that interacts regularly with the children must speak their language.

Objective: The Program will provide classroom staff that speaks the child's home language to reassure and support the child's development and sense of identity and respect for values and beliefs of family.

Task to be Accomplished	Person Responsible	Person Responsible for Monitoring	Projected Date of Completion	Documents or Forms
The Program will emphasize the employment of staff from the area the Program serves. Through this process multi-cultural bilingual awareness is instilled.	Executive Director Administrator for Human Resources Administrator for Education	Administrator for Human Resources	As deemed necessary	Job Announcement Job Requisitions Job Descriptions

Performance Standard: 1304.52 (g) (3)

Goal: The Hidalgo County Head Start Program will confirm that the appropriate staff/child ratio is maintained when classroom staff is absent through use of substitute staff.

Objective: The Program will confirm that children are always safe by providing Substitutes to maintain staff/child ratio.

Task to be Accomplished	Person Responsible	Person Responsible for Monitoring	Projected Date of Completion	Documents or Forms
The Program will confirm that Substitutes are contracted when Teachers and Assistant Teachers are absent in order to maintain staff/child ratios. The Program implements a Substitute Pool with fifty- four slots. The Substitute Pool is generated from parent volunteers and from the community the Program serves.	Executive Director Administrator for Human Resources Administrator for Education	Education Area Directors	As deemed necessary	Job Announcement Personnel File Substitute Plan Substitute Pool

Performance Standard: 1304.52 (g) (5)

Goal: The Hidalgo County Head Start Program will confirm that staff supervises the outdoor and indoor play areas in such a way that children's safety can be easily monitored and secured.

Objective: The Program staff will confirm that all children be supervised at all times to prevent mishaps.

Task to be Accomplished	Person Responsible	Person Responsible for Monitoring	Projected Date of Completion	Documents or Forms
The Program will verify that staff: • Make regular inspections of safety and cleanliness of indoor and outdoor play areas • Monitor outdoor equipment will be monitored on regular basis • Comply with daily schedule for outdoor play, which will ensure proper staff/ratio supervision	Center Managers Teachers	Education Area Directors Center Managers Teachers	August 2016 to May 2017 Daily	Monitoring Checklist Daily Schedule Daily playground inspection

Hidalgo County Head Start Program

Human Resources Program Plan

2016-2017

Performance Standard: 1304.52 (h) (1) (i) (ii) (iii) (iv)

Goal: The Hidalgo County Head Start Program will confirm that all staff, consultants, substitutes, volunteers and district partnership teachers abide by the Program's Standards of Conduct.

Objective: (h) (1) The Program will confirm that the Standards of Conduct Policy will support and reinforce appropriate professional behavior.

Task to be Accomplished	Person Responsible	Person Responsible for Monitoring	Projected Date of Completion	Documents or Forms
The Program will verify the Standards of Conduct guidelines are incorporated with Head Start policies and introduced to staff, consultants, substitutes, volunteers and district partnership teachers during orientation and pre-service training.	Executive Area Director Administrator for Human Resources	Administrator for Human Resources Administrator for Education	As deemed necessary	Standards of Conduct Policy
The Standards of Conduct Policy will address appropriate staff behavior, such as: • Staff will respect the unique identity of each child and family by refraining from stereotyping on basis of gender, race, ethnicity, culture, religion, or disability • Encourage male participation in the classroom and other activities of the Program • Provide opportunities for various intergenerational activities through the participation of community elders, foster grandparents, Winter Texans...etc.	Education Area Directors Center Managers Teachers Facilitators Support Service Assistants	Executive Team	Annually	Monitor Checklist Lesson Plan

Hidalgo County Head Start Program

Human Resources Program Plan

2016-2017

Performance Standard: 1304.52 (h) (1) (i) (ii) (iii) (iv)

Goal: The Hidalgo County Head Start Program will confirm that all staff, consultants, substitutes, volunteers and district partnership teachers abide by the Program's Standards of Conduct.

Objective: (i) The Program will ensure that children of all races, religions, cultures and family backgrounds are treated with respect and consideration.

Task to be Accomplished	Person Responsible	Person Responsible for Monitoring	Projected Date of Completion	Documents or Forms
Provide boys and girls with equal opportunities to participate in playing activities that promote independent learning. The educational classrooms will have materials in the learning centers and decorations that reflect the diversity of all children. All educational classrooms will provide an engaging environment that exhibits the diversity of all children.	Education Area Director Center Managers Teachers Assistant Teachers Facilitators	Executive Team Center Managers	Continuously	Monitoring Checklist Lesson Plan Curriculum

Performance Standard: 1304.52 (h) (1) (i) (ii) (iii) (iv)

Goal: The Hidalgo County Head Start Program will confirm that all staff, consultants, volunteers and district partnership teachers abides by the Program's Standards of Conduct.

Objective: (ii) The Program will conform with Federal, State, Tribal and local laws. Staff and consultants will follow the Confidentiality Policy concerning information about children, families and other staff members.

Task to be Accomplished	Person Responsible	Person Responsible for Monitoring	Projected Date of Completion	Documents or Forms
To conform with Federal, State, Tribal, and local laws, and the Health Insurance Portability Accountability Act (HIPAA), the Confidentiality Policy ensures:	Health Services Director	Executive Team	As deemed necessary	Policies
• Confidential information will be seen and discussed only with staff members who have the need for information to perform their job (children's records and family records)	Executive Team	Executive Team Center Managers	School Program Year July 2016 to May 2017 Ongoing	Children Records Family Records
• Staff personnel records will not be disclosed without a written consent by the staff member submitted to the Administrator for Human Resources (Custodian of Records)	Administrator for Human Resources	Administrator for Human Resources	As requested	Personnel File
• Staff has the right to examine their own personnel files and to respond to the contents of those files.	Administrator for Human Resources	Administrator for Human Resources	As requested	Personnel File

Hidalgo County Head Start Program

Human Resources Program Plan

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Performance Standard: 1304.52 (h) (1) (i) (ii) (iii) (iv)

Goal: The Hidalgo County Head Start Program will confirm that all staff, consultants, volunteers and district partnership teachers abides by the Program's Standards of Conduct.

Objective: (iii) The Program will comply with child/staff ratio to maintain adult supervision at all times.

Task to be Accomplished	Person Responsible	Person Responsible for Monitoring	Projected Date of Completion	Documents or Forms
By having appropriate staff members assigned to supervise children the Program will verify that child/staff ratio is maintained at all times and that no child is ever left alone or unattended. • (15 to 1 – 3 years old) • (18 to 1 – 4 years old)	Education Area Directors Center Managers	Center Manager Executive Team Support Service Staff	Ongoing School Program Year July 2016 to May 2017	Substitute Pool Volunteers

Performance Standard: 1304.52 (h) (1) (i) (ii) (iii) (iv)

Goal: The Hidalgo County Head Start Program will confirm that all staff, consultants, volunteers and district partnership teachers abides by the Program's Standards of Conduct.

Objective: (iv) The Program will endorse the use of positive, non-punitive methods of guidance and discipline.

Task to be Accomplished	Person Responsible	Person Responsible for Monitoring	Projected Date of Completion	Documents or Forms
Staff will use positive methods of child guidance and will not engage in corporal punishment, emotional or physical abuse or humiliation. They will not employ methods of discipline that involve isolation, the use of food as punishment or rewards, or denial of basic needs. In accomplishing this standard staff will: • Develop clear, reasonable, and consistent age appropriate rules and expectations for children • Guide children to positive problem solving • Supervise and guide at all times in order to reduce the need to discipline • Respect and acknowledge children's feelings by listening, praising and providing guidance	Teachers Assistant Teachers Disability Classroom Assistant Substitutes	Center Manager Executive Team	School Program Year July 2016 to May 2017	Daily Schedule Curriculum Progress Notes Classroom rules Discipline and Guidance Policy

Performance Standard: 1304.52 (h) (2) (3)

Goal: The Hidalgo County Head Start Program will confirm that all staff, consultants, substitutes, volunteers and district partnership teachers abide by the Program's Standards of Conduct.

Objective: (2) The Program employees will engage appropriately with contracts and financial awards and will not solicit or accept personal gratuities, favors, or anything of significant monetary value from contractors or potential contractors.

Task to be Accomplished	Person Responsible	Person Responsible for Monitoring	Projected Date of Completion	Documents or Forms
The Program will monitor that employees, volunteers, and district partnership teachers conduct to the highest standards of conduct when handling any contracts and other financial awards that are defined as "significant monetary value."	Administrator for Human Resources	Administrator for Human Resources	Yearly	Standards of Conduct (Statement of Ethical Conduct and Behavior) Statement of Ethical Conduct and Behavior Ethics Policy

Performance Standard: 1304.52 (h) (2) (3)

Goal: The Hidalgo County Head Start Program will confirm that all staff, consultants, substitutes, volunteers and district partnership teachers abide by the Program's Standards of Conduct.

Objective: (3) The Program will verify that all staff, consultants and volunteers are accountable for meeting the agency's Standards of Conduct.

Task to be Accomplished	Person Responsible	Person Responsible for Monitoring	Projected Date of Completion	Documents or Forms
The Program will verify that Policies and Procedures include provisions for appropriate penalties for violating the Standards of Conduct. Misconduct and/or breach of the Standards of Conduct will be grounds for disciplinary action, which may include dismissal in accordance to the Hidalgo County Civil Service Commission Rules and Policies.	Executive Director	Administrator for Human Resources	Ongoing	Civil Service Personnel Policies and Procedures Personnel File Standards of Conduct Policy Form

Hidalgo County Head Start Program

Human Resources Program Plan

2016-2017

Performance Standard: 1304.52 (i)

Goal: The Hidalgo County Head Start Program will administer Performance Evaluations on all staff.

Objective: The Program will identify training and professional development needs.

Task to be Accomplished	Person Responsible	Person Responsible for Monitoring	Projected Date of Completion	Documents or Forms
The Program will verify that all staff members upon employment are evaluated through Performance Evaluation forms to identify staff training and professional development. Staff will be evaluated in the following manner:	Administrator for Human Resources	Administrator for Human Resources	Upon employment, (6months probationary); thereafter, annually (May)	Employee Performance Review Form Personnel File
• New employees will be evaluated once a month during the six (6) month probationary period. All other employees will be evaluated once a year • Employee Performance Evaluations are reviewed once received	Administrator for Human Resources	Administrator for Human Resources Human Resources Director	School Program Year 2016-2017; thereafter, as deemed necessary	Employee Performance Review Form
Training recommendations for professional growth are provided to the Staff Development Director for professional development planning and training.	Administrator for Education	Executive Team	Annually	Training Agendas

Performance Standard: 1304.52 (j) (1)

Goal: The Hidalgo County Head Start Program will confirm that all staff has an initial Health Appraisals that includes screening for tuberculosis and a periodic re-examination.

Objective: The Program will endorse a safe and healthy environment for children and staff.

Task to be Accomplished	Person Responsible	Person Responsible for Monitoring	Projected Date of Completion	Documents or Forms
The program will comply with providing a vaccine-preventable disease control and prevention policy to each staff member to protect the health and safety of children, employees and to comply with all standards and state laws.	Administrator for Human Resources	Administrator for Human Resources Human Resources Director	Upon Employment Annually	Vaccine Preventable Disease Policy Sanitation and Infection Control Policy

Performance Standard: 1304.52 (j) (1) (continued)

Goal: The Hidalgo County Head Start Program will confirm that all staff has an initial Health Appraisal that includes screening for tuberculosis and a periodic re-examination.

Objective: The Program will endorse a safe and healthy environment for children and staff.

Task to be Accomplished	Person Responsible	Person Responsible for Monitoring	Projected Date of Completion	Documents or Forms
The Program will certify that each staff member has an initial health examination (that includes screening for tuberculosis) to confirm that they are free of a communicable disease and do not pose a significant risk to the health and safety of others. This will be accomplished as follows:	Administrator for Human Resources	Administrator for Human Resources	Ongoing	Health Appraisal
• Upon employment, the employee will have thirty (30) working days to have an initial health appraisal by his/her physician; thereafter, screened every three (3) years (includes tuberculosis screening). The Tuberculosis Questionnaire will be mandated annually	Human Resources Secretaries	Administrator for Human Resources Human Resources Director	Ongoing	Tuberculosis Form

Performance Standard: 1304.52 (j) (1) (continued)

Goal: The Hidalgo County Head Start Program will confirm that all staff has an initial Health Appraisal that includes screening for tuberculosis and a periodic re-examination.

Objective: The Program will endorse a safe and healthy environment for children and staff

Task to be Accomplished	Person Responsible	Person Responsible for Monitoring	Projected Date of Completion	Documents or Forms
• Bus Drivers (CDL): Once hired, the bus driver must submit a Health Appraisal and Medical Examiner Certificate (Required by DOT); thereafter, screened every two (2) years (includes tuberculosis screening). Bus drivers will not drive the bus until the Health Appraisal and Medical Certificate is received at the Human Resources Department	Administrator for Human Resources Field Operation Director	Administrator for Human Resources Human Resources Director Field Operation Director	Ongoing	Medical Examiner Certificate
• Employees will be given a 1st, 2nd and Final Notice to comply with the health examination requirements • Upon the final notice, employees will be given five (5) working days, to comply with the health examination requirements • After five (5) working days employees will be subject to disciplinary action constituting leave without pay until the Health Appraisal as provided in Civil Service Policy Standards of Conduct	Administrator for Human Resources	Administrator for Human Resources Human Resources Director	Ongoing	Confidential Files

Hidalgo County Head Start Program

Human Resources Program Plan

2016-2017

Performance Standard: 1304.52 (j) (2)

Goal: The Hidalgo County Head Start Program will confirm that regular volunteers be screened for tuberculosis.

Objective: The Program will endorse a safe healthy environment for children and staff.

Task to be Accomplished	Person Responsible	Person Responsible for Monitoring	Projected Date of Completion	Documents or Forms
The Program will confirm that all volunteers participating on a daily basis will be screened for tuberculosis in accordance to state, tribal, and local laws. This will be accomplished by: • TB Screening at Parent/Volunteer training; and thereafter, whenever necessary	Family Service Director Center Managers	Center Managers	Ongoing	Volunteer File

Hidalgo County Head Start Program

Human Resources Program Plan

2016-2017

Performance Standard: 1304.52 (j) (3)

Goal: The Hidalgo County Head Start Program will confirm that all staff receives mental health and wellness information with concerns that may affect their job performance.

Objective: The Program will verify that the complexity of challenges in caring for children and families will not generate problems of "burnout" to staff.

Task to be Accomplished	Person Responsible	Person Responsible for Monitoring	Projected Date of Completion	Documents or Forms
The Program will confirm that mental health and wellness information is available to staff with concerns that may affect their job performance. This will be accomplished by: • Providing information on job related stress, mental health and wellness training • Sponsoring mental and physical wellness programs such as exercise groups or staff support groups • Making confidential referrals to community agencies such as mental health centers and/or alcohol and drug counseling centers	Health Services Director	Health Services Director Mental Health Coordinator	Ongoing	Training Agendas Referrals

Hidalgo County Head Start Program

Human Resources Program Plan

2016-2017

Performance Standard: 1304.52 (k) (1) - (3)

Goal: The Hidalgo County Head Start Program will confirm that orientation to all new staff, consultants, volunteers and district partnership teachers include the goals and underlying philosophy of Head Start and the manner the Program is implemented.

Objective: (1) The Program will assist staff, volunteers, district partnership teachers and consultants in acquiring or increasing the knowledge and skills required to fulfill their job responsibilities.

Task to be Accomplished	Person Responsible	Person Responsible for Monitoring	Projected Date of Completion	Documents or Forms
The Program will confirm that staff, new employees, volunteers, consultants and district partnership teachers receive orientation at a minimum on the goals and underlying philosophy of Head Start and the manner in which they are implemented by the Program.	Administrator for Human Resources Staff Development Director	Staff Development Director	Ongoing	Orientation Agendas
All volunteers will receive orientation training on the goals and philosophy of Head Start through the Parent Volunteer and Fatherhood Conferences.	Family Service Director Health Services Director	Family Service Director Health Services Director	August 2016 to February 2017	Agendas

Hidalgo County Head Start Program

Human Resources Program Plan

2016-2017

Performance Standard: 1304.52 (k) (1) - (3)

Goal: The Hidalgo County Head Start Program will establish and implement a structured approach to staff training and development, with a designed purpose to help build relationships among staff and to assist staff in acquiring or increasing the knowledge and skills needed to fulfill their job responsibilities.

Objective: (2) The Program will maintain a standard of excellence by having well trained and qualified staff.

Task to be Accomplished	Person Responsible	Person Responsible for Monitoring	Projected Date of Completion	Documents or Forms
The Program will provide staff with trainings in all facets of the Program during Pre-Service and throughout the year. In addition, academic trainings will be available to all interested staff and parent volunteers.	Executive Director Staff Development Director Executive Team	Staff Development Director	Ongoing	Staff Development Files Training Calendars Agendas

Performance Standard: 1304.52 (k) (1) - (3)

Goal: The Hidalgo County Head Start Program will implement a training system that will include on-going opportunities for staff to gain knowledge and skills necessary to implement the Head Start Performance Standards.

Objective: (3) The Program will implement a creative process for training staff which will meet the goals of each employee.

Task to be Accomplished	Person Responsible	Person Responsible for Monitoring	Projected Date of Completion	Documents or Forms
The Program will provide a comprehensive form of staff development for staff to acquire knowledge and skills about the Program's Performance Standards, and advancement into their academic education through college course work. This is accomplished by: • Staff orientation designed for the Program's goals, Performance Standards, and Personnel Policies • Pre-Service and ongoing training through the year • Individualized training and technical assistance at work site • Academic college course training • Educational Leave • Increase in Salaries (upon receipt of degree, where applicable)	Staff Development Director	Staff Development Director	Ongoing	Staff Development Files Training Calendars Agendas

Performance Standard: 1304.52. (k) (3) (i) & (ii)

Goal: The Hidalgo County Head Start Program will confirm that a method for identifying child abuse and neglect comply with applicable state and local laws is in place.

Objective: (3) (i) The Program will support staff that assist families facing issues concerning identifying and reporting suspected child abuse and neglect.

Task to be Accomplished	Person Responsible	Person Responsible for Monitoring	Projected Date of Completion	Documents or Forms
The Program will provide staff and district partnership teachers with the policies and guidelines on how to identify and report suspected child abuse and neglect. Staff and district partnership teachers will sign on a yearly basis, a statement of acknowledgment on how to identify and report suspected child abuse and neglect. Staff and district partnership teachers are provided annual training on identifying and reporting child abuse and neglect during Pre-Service.	Health Services Director Administrator for Human Resources	Administrator for Human Resources Compliance Monitoring Director	Ongoing	Child Abuse and Neglect Policy Acknowledgment document

Hidalgo County Head Start Program

Human Resources Program Plan

2016-2017

Performance Standard: 1304.52. (k) (3) (i) & (ii)

Goal: The Hidalgo County Head Start Program will implement a plan to transition child and family to and from Head Start.

Objective: (3) (ii) The Program will establish a method that supports a successful transition for families and children.

Task to be Accomplished	Person Responsible	Person Responsible for Monitoring	Projected Date of Completion	Documents or Forms
Staff will implement activities on transition from home to Program and from Program to public entities such as school and private day care. Staff will: • Assist families and children with the transition • Assist parents in advocating for their children in the school system and exercising their rights and responsibilities concerning their child's education • Maintain ongoing communication and cooperation with schools and other child care settings • Maintain a written plan on how to transition children with disabilities is in place	Transition, Literacy and Community Partnership Director Center Managers Family Service Director Special Service Director	Transition Literacy and Community Partnership Director	Ongoing May 2017	Schedule Plan Lesson Plan File Transition Information Packets

Hidalgo County Head Start Program

Human Resources Program Plan

2016-2017

Performance Standard: 1304.52 (k) (4)

Goal: The Hidalgo County Head Start Program will provide training/orientation to the Head Start Governing Body and Policy Council Board members to carry out their Program governance responsibilities effectively.

Objective: The Program will inform the Governing Body and Policy Council Board members about the Head Start Program and the knowledge and skills needed to carry out their Program governance responsibilities effectively.

Task to be Accomplished	Person Responsible	Person Responsible for Monitoring	Projected Date of Completion	Documents or Forms
The Program will confirm that the Governing Body and the Policy Council Board members are adequately trained with the Program's oversight responsibilities. Trainings will be addressed in the following areas: • The Program's history, mission statement, and organizational structure • The roles and responsibilities of governing, organizing, and operating the Program • The goals, underlying philosophy, and performance standards of Head Start	Executive Director Family Services Director	Executive Director	School Program Year July 2016 to May 2017	Training Calendar Training Agendas Conferences (local, state, regional and national) Governance Leadership Institute Conference Binder

Hidalgo County Head Start Program

Human Resources Program Plan

2016-2017

Performance Standard: 1304.51(i) (2)

Goal: The Hidalgo County Head Start Program will establish and implement procedures for the ongoing monitoring of the Head Start operations to verify effective implementation of Federal regulations.

Objective: The Program will demonstrate necessary steps to meet Program's goals and objectives and implement Federal regulations in an effective and timely manner.

Task to be Accomplished	Person Responsible	Person Responsible for Monitoring	Projected Date of Completion	Documents or Forms
The Human Resources Department will participate in the Program's annual self-assessment to be used in future planning and goal setting.	Administrator for Human Resources	Administrator for Human Resources Human Resources Director	The beginning of each calendar year.	Self-Assessment Training Agenda Team member summary worksheet
The Human Resources Department will implement methods to accomplish the Program's strength for continuous improvement of the Program's plan and services. Monitoring responsibilities will be as follows: • The use of Human Resource Information System (Abra Sage) will provide and utilize a comprehensive, robust and intuitive set of tools to streamline the administrative and human resource management process	Administrator for Human Resources	Administrator for Human Resources Human Resources Director	As deemed necessary	Personnel Reports Vital staff information Licensing tracking Health/TB Appraisals Probationary staff status and evaluations

Performance Standard: 1304.51(i) (2) (continued)

Goal: The Hidalgo County Head Start Program will establish and implement procedures for the ongoing monitoring of the Head Start operations to verify effective implementation of Federal regulations.

Objective: The Program will demonstrate necessary steps to meet Program's goals and objectives and implement Federal regulations in an effective and timely manner.

Task to be Accomplished	Person Responsible	Person Responsible for Monitoring	Projected Date of Completion	Documents or Forms
• Create an annual calendar of events for administrative purposes by integrating the use of Microsoft Outlook	Administrator for Human Resources	Administrator for Human Resources Human Resources Director	Annual	2016-2017 Calendar
• Implementation of data storage system will be utilized to store and retrieve vital personnel records	Administrator for Human Resources	Administrator for Human Resources Human Resources Director	As deemed necessary	Head Start Program Policies
• Hold regular departmental meetings to support program goals and services	Administrator for Human Resources	Administrator for Human Resources Human Resources Director	As deemed necessary	On-Site Staff Meeting Form
• Provide training and technical assistance	Administrator for Human Resources	Staff Development Director Human Services Director	Pre-Service Training Ongoing training As deemed necessary	Orientation packets Certificates Training logs

Performance Standard: 1304.51(i) (2) (continued)

Goal: The Hidalgo County Head Start Program will establish and implement procedures for the ongoing monitoring of the Head Start operations to verify effective implementation of Federal regulations.

Objective: The Program will demonstrate necessary steps to meet Program's goals and objectives and implement Federal regulations in an effective and timely manner.

Task to be Accomplished	Person Responsible	Person Responsible for Monitoring	Projected Date of Completion	Documents or Forms
• Conduct annual department audits for inter office reliability and to comply with ongoing monitoring	Executive Director Administrator for Human Resources	Administrator for Human Resources Human Resources Director Compliance Accountability and Monitoring Director	Annual	Monitoring Employee Checklist

Mental Health Services Plan

Hidalgo County Head Start Program

Mental Health Services Program Plan 2016 – 2017

Advisory Committee Approval: 04.28.16
Policy Council Approval:
Commissioners' Court Approval:

EARLY CHILDHOOD DEVELOPMENT AND HEALTH SERVICES
PROGRAM PLAN
2016-2017

PERFORMANCE STANDARD: 1304.24 (a) (1)

GOAL: ***Hidalgo County Head Start Program*** will ensure that the grantee and delegate agencies coordinate and collaborate with parents (see 45 CFR 1304.40(f) for issues related to parent education.

OBJECTIVE: Provide educational opportunities for parents to discuss any concerns about their child's mental health status.

TASK TO BE ACCOMPLISHED	PERSON RESPONSIBLE	PERSON RESPONSIBLE FOR MONITORING	PROJECTED DATE OF COMPLETION	DOCUMENTS OR FORMS
1. Staff will obtain information on child's mental health status thru the following activities: • enrollment • home visits • parent/staff conference • parent partnership agreements • Parent Interview Assessment for children with challenging behaviors • Parent meetings • Daily informal contact (such as dropping or picking their child up from the center) • Health records • Orientation meeting (Parents Handbook on Mental Health Services for 2016-2017 issued at this meeting)	Classroom Staff Case Manager to include: Center Manager Support Services Staff Mental Health Services Coordinator	Mental Health Services Coordinator Administrator of Education Health Nurse	August thru May	Home visit report Child's health records Family Partnership Agreement Parent Interview Assessment Parents Handbook

EARLY CHILDHOOD DEVELOPMENT AND HEALTH SERVICES
PROGRAM PLAN
2016-2017

PERFORMANCE STANDARD: 1304.24 (a) (1) (i)

GOAL: ***Hidalgo County Head Start Program*** together with parent will obtain information, observations, and concerns about their child's mental health.

OBJECTIVE: Provide opportunities for parents to discuss any concerns about their child's mental health status.

TASK TO BE ACCOMPLISHED	PERSON RESPONSIBLE	PERSON RESPONSIBLE FOR MONITORING	PROJECTED DATE OF COMPLETION	DOCUMENTS OR FORMS
1. Staff will obtain information child's mental health status thru the following activities: • enrollment • home visits • parent/staff conference • parent partnership agreements • Parent Interview Assessment for children with challenging behaviors • Parent meetings • Daily informal contact (such as dropping or picking their child up from the center) • Health records • Orientation meeting (Parents Handbook on Mental Health Services for 2016-2017 issued at this meeting)	Classroom Staff Case Manager to include: Center Manager Support Services Staff Mental Health Services Coordinator	Mental Health Services Coordinator Administrator of Education Health Nurse	August thru May	Home visit report Child's health records Family Partnership Agreement Parent Interview Assessment Parents Handbook

EARLY CHILDHOOD DEVELOPMENT AND HEALTH SERVICES
PROGRAM PLAN
2016-2017

PERFORMANCE STANDARD: 1304.24(a)(1)(ii)

GOAL: ***Hidalgo County Head Start Program*** will share staff observations of their child's behavior and development, including separation and attachment issues with the parent/legal guardian.

OBJECTIVE: Provide opportunities for parents to discuss information and concerns about their child's mental health status.

TASK TO BE ACCOMPLISHED	PERSON RESPONSIBLE	PERSON RESPONSIBLE FOR MONITORING	PROJECTED DATE OF COMPLETION	DOCUMENTS OR FORMS
1. The results of all screens, assessments and other reports are discussed with parents or guardians during home visits. This includes results and all findings. Screenings, assessments and other reports discussed with parents are the following: • Devereux Early Childhood Assessment (DECA) • Learning Assessment Profile Diagnostic (LAP-D) • Speech Screener • Classroom observations by Mental Health Professional • Behavior observations by staff • Behavior plans	Classroom Staff Case Manager to include: Center Manager Support Services Staff Mental Health Services Coordinator	Mental Health Services Coordinator Administrator of Education Health Nurse	August thru May	Classroom Observations by Teachers and Mental Health Professionals Home visit reports Behavior plans Devereux Early Childhood Assessment (DECA) Learning Assessment Profile Diagnostic (LAPD) Speech Screeners

EARLY CHILDHOOD DEVELOPMENT AND HEALTH SERVICES
PROGRAM PLAN
2016-2017

PERFORMANCE STANDARD: 1304.24(a)(1)(iii)

GOAL: ***Hidalgo County Head Start Program*** will discuss, identify, and communicate with parents appropriate responses to their child's behavior.

OBJECTIVE: Provide opportunities to solicit and discuss with parents, information and concerns about their child's mental health status.

TASK TO BE ACCOMPLISHED	PERSON RESPONSIBLE	PERSON RESPONSIBLE FOR MONITORING	PROJECTED DATE OF COMPLETION	DOCUMENTS OR FORMS
1. Parent orientation meeting held at the start of the school year gives the opportunities for Mental Health Services Parent Handbook to be given out 2016-2017. The handbook explains: • Social and emotional development • Mental health process/Referral Process • Mental health resources 2. Staff model and demonstrate appropriate social skills in the classroom and explain to parents the use of positive methods of child guidance. Positive guidance taught to children through the Kindness curriculum and Positive Behavior Support training. • Respect of others • Sharing • Conflict resolutions • Love • Taking turns • Friendship skills	Classroom Staff Case Manager to include: Support Services Staff Mental Health Services Coordinator	Mental Health Services Coordinator Administrator of Education Health Nurse	August thru May	Parents Handbook on Mental Health Services 2016-2017 HCHSP newsletter Lessons plans Education calendar with activities scheduled for each month Kindness curriculum Pre-Service sign-ins for Positive Behavior Support Parent meetings

EARLY CHILDHOOD DEVELOPMENT AND HEALTH SERVICES
PROGRAM PLAN
2016-2017

PERFORMANCE STANDARD: 1304.24(a)(1)(iv)

GOAL: ***Hidalgo County Head Start Program*** will work collaboratively with parents and discuss how to strengthen nurturing, supportive environments and relationships in the home and program.

OBJECTIVE: To encourage and support social and emotional development of each child.

TASK TO BE ACCOMPLISHED	PERSON RESPONSIBLE	PERSON RESPONSIBLE FOR MONITORING	PROJECTED DATE OF COMPLETION	DOCUMENTS OR FORMS
1. Parents are included in the curriculum planning for the Program and in developing activities for the classroom including the social/emotional area of the lesson plans. 2. Parent/staff conferences allow the opportunity to develop an Individualized Positive Guidance plan for children with challenging behaviors. Staff encourages parents to use preventative strategies to strengthen relationships in the home and classroom environments. These strategies are written on the Individualized Positive Guidance plan and a copy is given to the parent. 3. Training is provided to parents through workshops, conferences, parent meetings and through the use of community resources to help them better understand how to strengthen supportive environments and relationships in the home and program.	Classroom Staff Case Manager to include: Support Services Staff Education Area Director Family Services Director Health Services Director Special Services Director	Mental Health Services Coordinator Administrator of Education Health Nurse	August thru May or as needed.	Weekly lesson plans Mental Health Services Advisory Individualized Positive Guidance Plan Parent Training Agendas Parent Meeting Agendas

EARLY CHILDHOOD DEVELOPMENT AND HEALTH SERVICES
PROGRAM PLAN
2016-2017

PERFORMANCE STANDARD: 1304.24(a)(1)(v)

GOAL: ***Hidalgo County Head Start Program*** will work in helping parents to better understand mental health issues.

OBJECTIVE: Provide opportunities for parents to discuss concerns about their child's mental health status.

TASK TO BE ACCOMPLISHED	PERSON RESPONSIBLE	PERSON RESPONSIBLE FOR MONITORING	PROJECTED DATE OF COMPLETION	DOCUMENTS OR FORMS
1. Parents will provide training in child rearing practices and parenting skills through the use of "Exploring Parenting" curriculum and other community resources such as Mental Health Professionals available to the program. 2. Mental Health Professionals will offer guidance to parents to help understand mental health issues through trainings and center visits to provide services. 3. The mental health section of the Hidalgo County Head Start program quarterly newsletter will have articles related to healthy social/emotional development of children. Parents are issued newsletters on a quarterly basis.	Classroom Staff Case Manager to include: Support Services Staff Family Services Director Mental Health Services Coordinator	Mental Health Services Coordinator Administrator of Education Health Nurse	August thru May or as needed	Parent sign-ins and agendas Individual mental health progress notes on children receiving services HCHSP newsletter

EARLY CHILDHOOD DEVELOPMENT AND HEALTH SERVICES
PROGRAM PLAN
2016-2017

PERFORMANCE STANDARD: 1304.24(a)(1)(vi)

GOAL: ***Hidalgo County Head Start Program*** will work in supporting parents' participation in any needed mental health interventions.

OBJECTIVE: Provide opportunities for parents to discuss concerns about their child's mental health status.

TASK TO BE ACCOMPLISHED	PERSON RESPONSIBLE	PERSON RESPONSIBLE FOR MONITORING	PROJECTED DATE OF COMPLETION	DOCUMENTS OR FORMS
1. Parents are sent staffing notices to discuss child's behavior in the classroom. A team approach is utilized to develop an individualized positive guidance plan. Parents, staff, and Mental Health Providers work together to develop a behavior plan. 2. Staff will inform parents about how the program protects the confidentiality of the information they choose to share with the Parent Interview Assessment form. This form is completed prior to the development of the Individualized Positive Guidance Plan. 3. During staffing held to develop Individualized Positive Guidance plans, parents are informed of local mental health providers. If parents need assistance with transportation or ways to pay for mental health services, support service staff will provide the resources as needed.	Support Services Staff Case Manager to include: Center Manager Education Area Director Mental Health Services Coordinator	Mental Health Services Coordinator Administrator of Education Health Nurse	August thru May	Staffing notice Individualized Positive Guidance Plan Parent Interview Assessment form

EARLY CHILDHOOD DEVELOPMENT AND HEALTH SERVICES
PROGRAM PLAN
2016-2017

PERFORMANCE STANDARD: 1304.24(a)(2)

GOAL: ***Hidalgo County Head Start Program*** must secure the services of mental health professionals on a schedule of sufficient frequency to enable the timely and effective identification in family and staff concerns about a child's mental health.

OBJECTIVE: Provide opportunities for staff and parents to discuss concerns of a child's mental health status.

TASK TO BE ACCOMPLISHED	PERSON RESPONSIBLE	PERSON RESPONSIBLE FOR MONITORING	PROJECTED DATE OF COMPLETION	DOCUMENTS OR FORMS
1. Mental Health Professionals will submit schedules of classroom observations in a timely manner. Classroom observations are done twice a year and or as needed. Mental Health Provider discusses results with Center Manager and Mental Health Coordinator.	Case Manager to include: Mental Health Providers Mental Health Services Coordinator	Mental Health Services Coordinator Administrator of Education Health Nurse	August thru May	Schedules on classroom observations by Mental Health Providers

EARLY CHILDHOOD DEVELOPMENT AND HEALTH SERVICES
PROGRAM PLAN
2016-2017

PERFORMANCE STANDARD: 1304.24(a)(3)

GOAL: ***Hidalgo County Head Start Program*** ensures the mental health program services include a regular schedule of on-site mental health consultation involving the mental health professional, program staff, and parents.

OBJECTIVE: To provide opportunities for parents to discuss information and concerns about their child's mental health status.

TASK TO BE ACCOMPLISHED	PERSON RESPONSIBLE	PERSON RESPONSIBLE FOR MONITORING	PROJECTED DATE OF COMPLETION	DOCUMENTS OR FORMS
1. Mental health providers submit schedules to the Program on regular site visits and consultations available to children, parents and staff. 2. Parents are provided training in childrearing practices and parenting skills through "Exploring Parenting" curriculum.	Case Manager to include: Mental Health Providers Center Managers Support Services Staff Mental Health Services Coordinator	Mental Health Services Coordinator Family Services Director Administrator of Education Health Nurse	August thru May	Mental Health Provider Schedules Parent agendas and sign-ins for Exploring Parenting

EARLY CHILDHOOD DEVELOPMENT AND HEALTH SERVICES
PROGRAM PLAN
2016-2017

PERFORMANCE STANDARD: 1304.24(a)(3)(i)

GOAL: ***Hidalgo County Head Start Program*** will design and implement program practices responsive to the identified behavioral and mental health concerns of an individual child or group of children.

OBJECTIVE: Provide opportunities for staff and parents to learn healthy social and emotional development.

TASK TO BE ACCOMPLISHED	PERSON RESPONSIBLE	PERSON RESPONSIBLE FOR MONITORING	PROJECTED DATE OF COMPLETION	DOCUMENTS OR FORMS
1. Pre-service training is provided to staff on how to assess the strengths and needs of each child and plan appropriate activities based on the following assessments/screenings: • The Devereux Early Childhood Assessment (DECA) • Learning Assessment Profile Diagnostic (LAP-D) • Speech screener 2. All staff is trained in Positive Behavior Support. This training offers staff positive techniques to respond to a child's behavior. 3. Staffing /meetings are held with parents and staff on supporting children who have been identified as needing special help. 4. Parents attend trainings, meetings, conferences, workshops to learn to help their children practice skills and encourage mentally healthy development.	Case Manager to include: Mental Health Services Coordinator Disability Services Director Education Area Director Family Services Director Health Services Director Administrator of Education Mental Health Services Provider	Mental Health Services Coordinator Administrator of Education Health Nurse Mental Health Services Provider Center Managers	August thru May (After Scheduled Classroom Observations)	Pre-Service Training Agendas/Sign-ins Orientation for new staff sign-ins and agendas Staffing notices, IEP Individualized Positive Guidance Plan Mental Health Tracking Records Fatherhood/Healthy Marriages Conference Agenda and sign-ins

EARLY CHILDHOOD DEVELOPMENT AND HEALTH SERVICES
PROGRAM PLAN
2016-2017

PERFORMANCE STANDARD: 1304.24(a)(3)(ii)

GOAL: ***Hidalgo County Head Start Program*** will promote children's mental wellness by providing group, individual staff and parent education on mental health issues.

OBJECTIVE: Provide opportunities for parents and staff to be supportive of children's mental wellness.

TASK TO BE ACCOMPLISHED	PERSON RESPONSIBLE	PERSON RESPONSIBLE FOR MONITORING	PROJECTED DATE OF COMPLETION	DOCUMENTS OR FORMS
1. Parent group meetings in the month of February focused on mental wellness. Mental health professionals and other community speakers present at these parent meetings. 2. Parents are provided training in childrearing practices and parenting skills through "Exploring Parenting" curriculum. 3. The monthly schedule of visits submitted to the Program by the mental health professionals allows opportunities for parents and staff to schedule follow up meetings.	Case Manager to include: Center Managers Support Services Staff Mental Health Services Coordinator	Mental Health Services Coordinator Administrator of Education Health Nurse	August thru May	Parent sign-ins and agendas Mental Health provider schedules

EARLY CHILDHOOD DEVELOPMENT AND HEALTH SERVICES
PROGRAM PLAN
2016-2017

PERFORMANCE STANDARD: 1304.24(a)(3)(iii)

GOAL: ***Hidalgo County Head Start Program*** will assist in providing special help for children with atypical behavior or development.

OBJECTIVE: Provide opportunities for parents to discuss concerns about their child's mental health status.

TASK TO BE ACCOMPLISHED	PERSON RESPONSIBLE	PERSON RESPONSIBLE FOR MONITORING	PROJECTED DATE OF COMPLETION	DOCUMENTS OR FORMS
1. Mental health professionals will provide services to children with atypical behavior. This is done during the time Mental Health Providers visit centers and meet with parents of children with atypical or challenging behaviors. • Create a Behavior Plan based on PBS (Positive Behavior Support) for parents to implement at home for collaboration with staff and student struggling with challenging behaviors.	Case Manager to include: Support Services Staff Mental Health Services Coordinator Mental Health Provider	Mental Health Services Coordinator Administrator of Education Health Nurse	August thru May	Schedule of visits by Mental Health Professionals Progress reports Positive Behavior Support Plan

EARLY CHILDHOOD DEVELOPMENT AND HEALTH SERVICES
PROGRAM PLAN
2016-2017

PERFORMANCE STANDARD: 1304.24(a)(3)(iv)

GOAL: ***Hidalgo County Head Start Program*** will utilize other community mental health resources, as needed.

OBJECTIVE: Provide opportunities for parents to discuss concerns about their child's mental health status.

TASK TO BE ACCOMPLISHED	PERSON RESPONSIBLE	PERSON RESPONSIBLE FOR MONITORING	PROJECTED DATE OF COMPLETION	DOCUMENTS OR FORMS
1. Mental health professionals will provide services to children with atypical behavior. This is done during the time Mental Health Providers visit centers and meet with parents of children with atypical or challenging behaviors.	Case Manager to include: Support Services Staff Mental Health Services Coordinator	Mental Health Services Coordinator Administrator of Education Health Nurse	August thru May	Schedule of visits by Mental Health Professionals Progress reports

Special Services Plan

Hidalgo County Head Start Program

Special Services Program Plan 2016 – 2017

Advisory Committee Approval: 04.28.16
Policy Council Approval:
Commissioners' Court Approval:

NARRATIVE

Hidalgo County Head Start/Early Head Start Program believes that the early years of life are critical for learning and growth. It is during this time that children's cognitive, language, social and emotional development can be most influenced. If special needs are recognized and met during these years, children with disabilities will have an opportunity to reach their full potential and become independent adults.

Hidalgo County Head Start/Early Head Start Program believes that children with disabilities benefit from inclusion in a regular preschool setting. The benefits of inclusion are enhanced by teachers who are able to adapt their teaching techniques and activities. In an inclusive preschool program, children with disabilities will truly have a "Head Start" in achieving their fullest potential.

The Americans with Disabilities Act (ADA) and the Individuals with Disabilities Education Act (IDEA) support the right of young children with disabilities to participate in natural environments such as Hidalgo County Head Start/ Early Head Start Program that serve young children without disabilities.

Young children with disabilities require a variety of services to ensure that their developmental needs are appropriately addressed. Hidalgo County Head Start/Early Head start Program believes that appropriate intervention includes addressing the needs of the entire family and that parents need to be actively involved with every phase of their child's program. In order to provide these comprehensive services, integration and collaboration between content areas within the agency and among other community resource agencies are essential.

At Hidalgo County Head Start/Early Head Start Program, the overall purpose of the special services effort is to ensure that children with suspected or diagnosed disabilities receive comprehensive services and are included in the full range of activities within the child development program. This effort will continue, though there have been some changes in the identification process of children with disabilities:

The Head Start Act of 2007 changed the identification process which Head Start programs must follow for identifying and serving children with disabilities. Beginning fiscal year 2009 "not less than 10 Percent of the total number of children actually enrolled by each Head Start agency will be children with disabilities who are determined to be eligible for special education and related services, or Early Intervention Services (ECI) by the state or a local agency providing services under section 619 or Part C of the Individuals with Disabilities Education Act (IDEA)." "The change simply states that now children receiving special services from the private rehabilitation providers will no longer be counted towards our 10%. The only children that will be counted towards the 10% are those children that are referred to the Special Education Department of the local school district (IDEA eligible) and are evaluated and qualified for services. The school district will provide the services to these children through their Individual Education Plan (IEP) with parental consent. The Hidalgo County Head Start Program will continue to assist the parents in arranging to secure services from private providers for our children in need of such services whether we can count them towards our 10% or not. The staff will attempt to secure evaluation reports for record keeping. The school districts continue to implement Recognition & Response (R&R) Response to Intervention (RTI). RTI is a system of intervention that allows children opportunity for intervention prior to being referred to special education for evaluation. Therefore, in striving to meet the overall purpose of the Hidalgo County Head Start/Early Head Start Program Special Services effort we are committed to the following major goals:

- Recruiting and enrolling a minimum of 10% (IDEA eligible) of the total funded enrollment slots which are for children with disabilities with particular emphasis on providing enrollment opportunities to children with more significant disabilities.
- Providing support to assist parents in the acceptance of, and learning about, their child's special needs.
- Establishing a collaborative effort between Hidalgo County Head Start/Early Head Start Program and other agencies and organizations serving children with disabilities to identify and to facilitate a continuity of services necessary to meet the child's developmental needs.
- Promoting content area coordination to ensure the delivery of comprehensive program services for every Hidalgo County Head Start/Early Head Start Program child with a disability and their families.
- Enhancing Hidalgo County Head Start/Early Head Start Program staff's understanding of disabilities related issues through a proactive staff development program.

Hidalgo County Head Start/Early Head Start Program is located in a primarily rural community with a significant Hispanic, Spanish speaking population. Hidalgo County Head Start is funded to serve 3690 children ages 3-5 in the 2016-2017 program year; a minimum of 10% of the total funded enrollment slots are for children with disabilities (IDEA eligible). A Special Services Director and three (3) staff are designated to implement the Special Services Plan. Nineteen Disability Classroom Assistants (DCA's) at the center level are assigned to classrooms that have children with significant disabilities to assist with instruction in small and large group activities. The Health Advisory Committee, which includes parents from all content service areas of the program, as well as community representatives, will review the Special Services Plan for their approval. Ultimately, Policy Council will approve the Special Services Plan.

In an attempt to provide services collaboratively, Hidalgo County Head Start/Early Head Start Program has signed agreements with Local Education Agencies (LEA's), Early Childhood Intervention Program's (ECI's), Child Find and Community Resources Agencies.

Hidalgo County Head Start Program also has a Memorandum of Understanding (MOU) with a Local Education Agency (LEA). This MOU allows for early childhood students with disabilities recommended by LEA for the Preschool Program for Children with Disabilities (PPCD) opportunity to dual enroll in a total inclusive Head Start educational setting. These students may participate considering they meet the eligibility criteria for Head Start. Through this MOU, the LEA will provide special education support of one special education teacher and two para professionals to provide students supplemental services as specified by The Admission, Review and Dismissal Committee (ARD). It also provides support in the classroom to ensure compliance of The Individual Educational Plan (IEP) for each student. Hidalgo County Head Start Program and LEA continue to work collaboratively through this MOU to ensure that early childhood student with significant disabilities participate in an inclusive educational environment. In an inclusive preschool program, children with disabilities will truly have a "Head Start" in achieving their fullest potential.

HIDALGO COUNTY HEAD START PROGRAM

Special Services

ACRONYMS

ADA- Americans With Disabilities Act

ARD- Admissions, Review, and Dismissal

DCA- Disability Classroom Assistant

DECA- Deveraux Early Childhood Assessment

ECI- Early Childhood Intervention (Serve Children 0-3)

EPSDT- Early Periodic Screening Development Test

ESC- Education Service Center

FIE- Full Individual Evaluation

FPA- Family Partnership Agreement

HIPPA- Health Insurance Portability Accountability Act

HR- Human Resources

HS- Head Start

IDEA- Individuals with Disabilities Education Act

IEP- Individual Education Plan (for children age 3 and over)

IFSP- Individual Family Service Plan (for ages 0-3)

LAP-D- Learning Accomplishment Profile Diagnostic

LEA- Local Education Agency

MH- Mental Health

MOU- Memorandum of Understanding

OT- Occupational Therapy

POC- Plan of Care

PPCD- Pre-School Program for Children with Disabilities

PSA- Public Service Announcement

PT- Physical Therapy

R&R- Recognition and Response

RTI - Response to Intervention

SLP- Speech Language Pathologist

SSI- Supplemental Security Income

TEA- Texas Education Agency

T/TA- Training and Technical Assistance

HIDALGO COUNTY HEAD START PROGRAM
Special Services Program Plan
2016-2017

Performance standard: 45 CFR Part 1308.4, 1308.4(a) (b)

Goal: The Hidalgo County Head Start /Early Head Start Program will develop a Special Services Plan providing strategies for meeting the special needs of children with disabilities and their families.

Objective: To integrate all content areas of Head Start appropriately to get involved in the integration of children with disabilities and their families and that resources are used efficiently.

TASK TO BE ACCOMPLISHED	PERSON RESPONSIBLE	PERSON RESPONSIBLE FOR MONITORING	PROJECTED DATE OF COMPLETION	DOCUMENTS OR FORMS
The Head Start /Early Head Start Program will arrange that a minimum of 10% of the total funded enrollment slots be for children who are evaluated and diagnosed with disabilities as per IDEA and who meet the Head Start eligibility criteria. The Head Start/Early Head Start Program will coordinate and collaborate with LEAs for evaluation and diagnosis and to provide services to children in the least restrictive environment in accordance with the Individual Education Plan (IEP) or Individual Family Services Plan (IFSP).	Special Services Director Center Manager Teacher Support Services Staff	Executive Director Early Head Start Director Special Services Director Family Services Director	Ongoing	-Child Application -Enrollment Roster -IEP's on file -ECI transition meetings -Referrals -Community Assessment -PIR

HIDALGO COUNTY HEAD START PROGRAM
Special Services Program Plan
2016-2017

Performance Standard: 45 CFR Part 1308.4, 1308.4(a) (b)

Goal: The Hidalgo County Head Start /Early Head Start Program will develop a Special Services Plan providing strategies for meeting the special needs of children with disabilities and their families.

Objective: To integrate all content areas of Head Start appropriately to get involved in the integration of children with disabilities and their families and that resources are used efficiently.

TASK TO BE ACCOMPLISHED	PERSON RESPONSIBLE	PERSON RESPONSIBLE FOR MONITORING	PROJECTED DATE OF COMPLETION	DOCUMENTS OR FORMS
The Head Start Act of 2007, states children receiving medical services from private rehabilitation providers will no longer be counted towards the 10%. Services will continue with the private providers, outside Head Start hours, only children evaluated and diagnosed by LEA will be counted towards the 10%.				
The plan is updated annually. The Health Advisory Committee provides input, allowing for parent and family engagement, and Head Start Content area integration. It is then presented to the Policy Council for approval.	Special Services Director Health Advisory Committee	Executive Director Early Head Start Director Special Services Director Policy Council	May 2016	-Plan accessible to staff/parents -Copy at Head Start Centers

HIDALGO COUNTY HEAD START PROGRAM
Special Services Program Plan
2016-2017

Performance Standard: 45 CFR Part 1308.4(c) (d) (e) (f), Related Standards 1304.51(a), 1304.41(a) (2) (iv) (viii), 1304.51(g)

Goal: The Hidalgo County Head Start/Early Head Start Program will include children with disabilities and their families in the full range of services provided to all Head Start/Early Head Start children and ensure that all services on the IEP /IFSP are provided.

Objectives: Assist with departmental area coordination in the provision of services to children with disabilities and their families to link them with community resources available to provide special education and related services. Include needed adaptations for small/large group activities to help children benefit fully from the program.

TASK TO BE ACCOMPLISHED	PERSON RESPONSIBLE	PERSON RESPONSIBLE FOR MONITORING	PROJECTED DATE OF COMPLETION	DOCUMENTS OR FORMS
Maintain open communication with all content areas regarding services being provided or required for children with disabilities and their families. A link and referral system is maintained in order to assist families in need of services. Needs will also be identified through use of Family Partnership Agreement (F.P.A.)	Special Services Director Support Services Staff Center Manager	Monitoring Director Special Services Director Family Services Director Support Services Staff Center Manager	Ongoing	-FPA on file -Child's Disability Reflected on FPA
A community resource directory is provided to families in order to maintain maximum use of the local resources. LEA Special Education Departments will be included.	Special Services Director Family Services Director Support Services Staff Center Manager	Special Services Director Family Services Director Support Services Staff Center Manager Monitoring Director	Ongoing	-Resource Directory on file -Sign in agenda of network meeting
A Social Services Network Meeting will be hosted by Head Start where local agencies will present an overview of their services.	Transition/Community Partnership Director	Transition/Community Partnership Director	Ongoing	-Agreements on file

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Special Services Program Plan
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Performance Standard: CFR Part 1308.4(e) (f), Related Standards 1304.51(a), 1304.41(a) (2) (iv) (viii), 1304.51(g)

Goal: The Hidalgo County Head Start/Early Head Start Program will include children with disabilities and their families in the full range of services provided to all Head Start/Early Head Start children and ensure that all services on the IEP /IFSP are provided.

Objective: To assist with departmental area coordination in the provision of services to children with disabilities and their families and link them with community resources available to provide special education and related services. Include needed adaptations for small/large group activities, to help children benefit fully from the program.

TASK TO BE ACCOMPLISHED	PERSON RESPONSIBLE	PERSON RESPONSIBLE FOR MONITORING	PROJECTED DATE OF COMPLETION	DOCUMENTS OR FORMS
Accommodations for children with disabilities will include assigning volunteers, and/or a disability classroom assistant (DCA) to provide extra instruction in small and large group activities; provide adequate special utensils, materials, equipment, facility accessibility, and anything else required by the child as per IEP. Provide Assistive Technology as required by the child's IEP. Assure facility accessibility for any individual with a disability.	Teacher Special Services Director Support Services Staff Center Manager Field Operations Director	Monitoring Director Special Services Director Family Services Director Support Services Staff Center Manager	Ongoing	-All forms and progress reports on file. -Ongoing-monitoring -Requisitions and PO's on special material purchases/ADA accommodations -Teacher observation notes
Schedule trainings for DCA's in conjunction with Region I ESC and LEA's on specific disabilities such as Autism Spectrum Disorder, etc. as deemed necessary.	Special Services Director Training Specialist Center Managers	Center Manger Director Special Services Staff	Ongoing	-Training agendas -Handouts

HIDALGO COUNTY HEAD START PROGRAM
Special Services Program Plan
2016-2017

Performance Standard: 45 CFR Part 1308.4(g), Related Standards 1304.40(h) (1-4)

Goal: The Hidalgo County Head Start/Early Head Start Program will ensure the smooth joint transition training and planning of children with disabilities into Head Start and from Head Start to the next placement.

Objective: In collaboration with Early Childhood Intervention (ECI) and LEA's, transition 3 year old Head Start eligible children with disabilities into Head Start. Also transition children exiting Head Start into the public school system and provide parents and staff with information and training on the transition process.

TASK TO BE ACCOMPLISHED	PERSON RESPONSIBLE	PERSON RESPONSIBLE FOR MONITORING	PROJECTED DATE OF COMPLETION	DOCUMENTS OR FORMS
Maintain coordination and collaboration with ECI agencies and LEA's through use of faxes, e-mail, telephone, mailings, and ARD meetings to ensure a smooth joint transition training and planning on children with possible disabilities to enroll in Head Start.	Transition Specialist (ECI) Special Services Director Transition Director	Monitoring Director Special Services Director Support Services Staff Center Manager	Ongoing	-ECI documentation on file -Ongoing monitoring -Application
Maintain documentation on ECI transition meetings attended by Transition Director/ Support Services Staff	Special Services Director Transition Director Support Service Staff Center Manager	Special Services Director Support Services Staff Center Manager	Ongoing	-ECI Notice of Transition meeting -Transition paperwork
Maintain coordination and collaboration with LEA's regarding 3 & 4 year old Head Start eligible children with disabilities who may benefit from dual enrollment placement. Secure documentation on any type of communication.	Special Services Director Support Services Staff Center Manager	Special Services Director Center Manager Monitoring Director	Ongoing	-Ongoing monitoring -ARD minutes on file -Community Assessment -MOU

HIDALGO COUNTY HEAD START PROGRAM
Special Services Program Plan
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Performance Standard: 45 CFR Part 1308.4(g), Related Standards 1304.40(h)(1-4)

Goal: The Hidalgo County Head Start/Early Head Start Program will ensure the smooth joint transition training and planning of children with disabilities into Head Start and from Head Start to the next placement.

Objective: In collaboration with Early Childhood Intervention (ECI) and LEA's, transition 3 year old Head Start eligible children with disabilities into Head Start Also transition children exiting Head Start into the public school system and provide parents and staff with information and training on the transition process.

TASK TO BE ACCOMPLISHED	PERSON RESPONSIBLE	PERSON RESPONSIBLE FOR MONITORING	PROJECTED DATE OF COMPLETION	DOCUMENTS OR FORMS
Provide all LEA Special Education Departments with a list of children with disabilities exiting Head Start and transitioning to public school.	Special Services Director	Special Services Director Transition Director Monitoring Director	June 2016	-Transition List to Sp. Ed. Dept.
Schedule training workshops or meetings in conjunction with LEA's, Region One ESC and ECI agencies to provide parents and Head Start Staff with information on joint transition training, and planning on what procedures to follow.	Transition Director Special Services Director/Coordinator Support Services Staff Center Manager	Special Services Director Transition Director Monitoring Director	Ongoing	-Transition meeting agenda and sign-in on file. -Child Find advisory agenda
Provide transition letter to parents with information on Special Education contacts to ensure a smooth transition for their children with special needs.	Transition Director Support Services Staff Center Manager	Special Services Director Transition Director Monitoring Director	May 2016	-Parent transition letter on file.
Attend Parent Committee Meetings and educate parents on Transition/IDEA/LEA referrals and 504, for children with disabilities transitioning to LEA.	Transition Director Special Services Director/Coordinator Support Services Staff	Special Services Director Transition Director Center Manager Monitoring Director	Aug-May 2016-2017	-Agenda -Meeting sign-ins -Notice of meeting

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Performance Standard: 45 CFR Part 1308.4(h) (1-7)

Goal: The Hidalgo County Head Start/Early Head Start Program includes children with disabilities and their families in the full range of services provided to all children enrolled in Head Start/Early Head Start and ensure that all services on the IEP/IFSP are provided.

Objective: Arrange for, provide, or procure services which may include, but are not limited to special education and related services (audiology, physical and occupational therapy, speech therapy, psychological services, transportation and assistive technology).

TASK TO BE ACCOMPLISHED	PERSON RESPONSIBLE	PERSON RESPONSIBLE FOR MONITORING	PROJECTED DATE OF COMPLETION	DOCUMENTS OR FORMS
In conjunction with Family Services and other content areas, a Link and Refer Families system will be utilized in order for needed services, to include special education and related services are addressed and delivered in a timely manner. Referrals to LEA will be initiated accordingly allowing R & R/ RTI. A copy of the Hidalgo County Head Start Program R&R /RTI will be maintained in children's file. Speech Therapy, OT and PT services may be provided at center by LEA.	Special Services Director Mental Health Coordinator Family Services Director Support Services Staff Center Manager SLP/OT/PT	Monitoring Director Family Services Director Support Services Staff Center Manager Special Services Director Mental Health Coordinator Special Services Staff	Ongoing	-R&R/RTI Form -Referral log -Follow-up -Progress reports - Self-Assessment -Ongoing monitoring
In conjunction with Head Start Education content area, secure lists and PROMIS data entry from center managers on any children who failed the speech screening instrument for follow-up purposes in an attempt to avoid missing any child in need of further evaluation.	Support Service Staff Center Manager Education Area Director	Monitoring Director Support Services Staff Center Manager Special Services Director Education Area Director	Ongoing	-Speech Screener -Child Assessment Screening Record -Ongoing Monitoring - PROMIS

HIDALGO COUNTY HEAD START PROGRAM
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Performance Standard: 45 CFR Part 1308.4(i) (j) (1-5) (i) (ii) (iii)

Goal: The Hidalgo County Head Start/Early Head Start Program includes children with disabilities and their families in the full range of services provided to all Head Start/Early Head Start children so that all services on the IEP/IFSP are provided.

Objective: Arrange for options with LEA to meet the needs of each child to include joint placement, shared services, or shared personnel and strategies to check that special needs are met.

TASK TO BE ACCOMPLISHED	PERSON RESPONSIBLE	PERSON RESPONSIBLE FOR MONITORING	PROJECTED DATE OF COMPLETION	DOCUMENTS OR FORMS
Dual enroll children with LEA or other service provider as needed. Share disability classroom assistant (DCA) with LEA if needed or as per IEP.	Special Services Director Support Services Staff Center Manager Teacher LEA	Monitoring Director Special Services Director Education Area Director Special Services Staff	Ongoing	-Progress report -ARD minutes -On-going Monitoring
Through and existing MOU with LEA children with significant disabilities from the PPCD Unit of LEA are allowed opportunity to dual enroll with HS and participate in an inclusive educational setting. The MOU allows for a Special Education Teacher and 2 para-professionals to come into the HS classroom and implement the IEP.	LEA Sp. Ed. Director LEA Sp. Ed. Teacher LEA Para Professionals HS Teacher/ Assistant Center Manager Sp. Services Director/Staff	Special Service Director/Staff Center Manager Education Area Director Monitoring Director	Ongoing	-MOU - Teacher Notes -Monthly follow-up -Monthly follow-up/notes
Strategies to be used to ensure that special needs are met include using substitutes, volunteers, and disability classroom assistants who provide extra instruction and assistance for children with disabilities. Also utilize special equipment/materials /transportation/ sign language interpreters etc.	Special Services Director Education Area Director Teacher Support Services Staff Center Manager	Special Services Director Education Area Director Special Services Staff Monitoring Director	Ongoing	-Progress notes -Ongoing monitoring

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Performance Standard: 45 CFR Part 1308.4(k), Related Standards 1304.52(d) (7)

Goal: The Hidalgo County Head Start/Early Head Start Program includes children with disabilities and their families in the full range of services provided to all Head Start/Early Head Start children and ensure that all services on the IEP/IFSP are provided.

Objective: The Head Start Program will arrange for special education and related services to be provided by or under the supervision of personnel meeting state qualifications.

TASK TO BE ACCOMPLISHED	PERSON RESPONSIBLE	PERSON RESPONSIBLE FOR MONITORING	PROJECTED DATE OF COMPLETION	DOCUMENTS OR FORMS
All LEA Special Education Staff are certified through the Texas Education Agency (TEA) or meet state licensure qualifications. LEA's require copies of such documents on file for each staff.	Special Services Director LEA Special Education Director Human Resources Director	Special Services Director Monitoring Director Education Area Director Human Resources Director	Ongoing	-Certification/ licensure on file with LEA -LEA MOU -HR. file on LEA staff

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Performance Standard: 45 CFR Part 1308.4(l), (1-7)

Goal: The Hidalgo County Head Start/Early Head Start Program will include children with disabilities and their families in the full range of services provided to all Head Start/Early Head Start children and ensure that all services on the IEP/IFSP are provided.

Objective: Inter-Agency MOU's are developed to address, Child Find, joint staff and parent education training, link and refer to Special Ed., IEP meetings, placement, joint transition training, and planning, resource sharing, PEIMS Fall Snapshot child count (December 1), and any other jointly agreed upon items.

TASK TO BE ACCOMPLISHED	PERSON RESPONSIBLE	PERSON RESPONSIBLE FOR MONITORING	PROJECTED DATE OF COMPLETION	DOCUMENTS OR FORMS
Memorandum of Understanding will be secured with LEA and other agencies to provide services for children with disabilities and families.	Special Services Director Transition/Community Partnership Director	Special Services Director Transition/Community Partnership Director Monitoring Director	May-August 2016	-Agreements on file -PIR
Attend Child Find meetings, workshops, and fairs for recruitment purposes. Special Services Director participates on Child Find Advisory Committee with Region One ESC.	Special Services Director Special Services Coordinator Transition Director	Special Services Director Special Services Staff Monitoring Director	-As scheduled by LEA's -Region One ESC -Easter Seals	-Agendas -Information on file -Parent sign-in
Coordinate and collaborate in resource sharing and joint training with LEA.	Support Services Staff Center Manager Special Services Director Special Services Coordinator	Monitoring Director Special Services Director Special Services Staff Education Area Director	Ongoing	-Referral training sign-in
Memorandum of Understanding will identify all of the above mentioned objectives.	Special Services Director Transition Director	Special Services Director Transition Director	May-August 2016	-Referral training -MOU -On going monitoring

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Performance Standard: 45 CFR Part 1308.4(m) (n)

Goal: The Hidalgo County Head Start /Early Head Start Program develops a Special Services Plan providing strategies for meeting the special needs of children with disabilities and their families.

Objective: To ensure that all content areas of Head Start are carrying out Parent and Family Engagement in the integration of children with disabilities; to request for adequate resources; maintain level of fiscal support to implement the plan/serve a minimum of 10% children with disabilities by LEA.

TASK TO BE ACCOMPLISHED	PERSON RESPONSIBLE	PERSON RESPONSIBLE FOR MONITORING	PROJECTED DATE OF COMPLETION	DOCUMENTS OR FORMS
The Special Services budget will be prepared and reviewed by the Head Start Executive Director, Finance Director and the Special Services Director. An appropriate allotment of funds will be assigned to allow services to children with disabilities. Non-Head Start funding such as Medicaid, health insurance, in-kind etc. will be used to the maximum feasible coverage before Head Start funds are utilized. The Community Assessment is considered when preparing the budget.	Special Services Director Assistant Program Director Finance Director	Special Services Director Finance Director Executive Director Monitoring Director	Beginning to end of fiscal year	-Budget copy -Monthly budget reports -PIR -Community Assessment

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Performance Standard: 45 CFR Part 1308.4 (o) (1-7)

Goal: The Hidalgo County Head Start /Early Head Start Program develops a Special Services Plan providing strategies for meeting the special needs of children with disabilities and their families.

Objective: To ensure all content areas of Head Start are carrying out Parent and Family Engagement in the integration of children with disabilities and their families; and that resources are used efficiently, maintain level of fiscal support to implement the plan and serve a minimum of 10% children with disabilities, as diagnosed by LEA and allow for expenditures such as salaries, evaluations, therapy services, transportation, special equipment/materials T/TA, facility accessibility, etc. as needed.

TASK TO BE ACCOMPLISHED	PERSON RESPONSIBLE	PERSON RESPONSIBLE FOR MONITORING	PROJECTED DATE OF COMPLETION	DOCUMENTS OR FORMS
Allowable budget expenses include salaries for special services staff, children's evaluations and treatment, if needed, special equipment/materials, eating utensil, Dr. reports, manipulatives, walkers, special scissors, T/TA, travel, per diem, conference registration, consultants, substitutes, etc., and facility accessibility, (ramps, etc.)	Special Services Director Assistant Program Director Finance Director	Special Services Director Assistant Program Director Executive Director Monitoring Director	Ongoing	-Monthly budget reports -On-going monitoring on budget expenditures
Transportation is an allowable expense for those children that require transport to and from home or to therapy treatments. When transportation to treatment services can be accessed from other agencies, it should be used, otherwise, transportation will be provided. Accommodations at center can be made thus allowing LEA to serve on site.	Special Services Director Transportation Director Center Manager Transportation Coordinator	Monitoring Director Special Services Director Center Manager Special Services Staff	Ongoing	-Request for Transportation -Parent Consent for Transportation -Bus Route schedule -Community Assessment -Self-Assessment -Ongoing Monitoring

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Performance Standard: 45 CFR Part 1308.5, (a) (b) Related Standards-1305.5 (c), 1304.41(a) (1)

Goal: The Hidalgo County Head Start /Early Head Start Program will establish and maintain an outreach and recruitment process to actively locate and recruit children with disabilities/significant disabilities.

Objective: To acquire a minimum of 10% of the total funded enrollment opportunities for children with disabilities; provide training for staff regarding disability regulations 45 CFR part 84, nondiscrimination on the basis of a disability/ADA; coordinate/collaborate recruitment efforts with LEA, ECI's, and Child Find.

TASK TO BE ACCOMPLISHED	PERSON RESPONSIBLE	PERSON RESPONSIBLE FOR MONITORING	PROJECTED DATE OF COMPLETION	DOCUMENTS OR FORMS
Contact Early Childhood Intervention (ECI) agencies, Child Find, WIC, local health clinics, private rehab centers, LEA's and any other community organizations that may have contact with families that have 0-5 year old children with disabilities and provide them with information on Head Start/Early Head Start Program. Mail outreach letters to such agencies.	Family Services Director Special Services Director Center Manager Teacher Support Services Staff	Monitoring Director Special Services Director Family Services Director Center Manager Education Area Director Special Services Staff	Ongoing	-Flyers -Advertisement Poster -Community Assessment -Outreach Letters -Head Start Child Find Brochure
Develop and distribute Public Service Announcements (PSA's) for TV, radio, and newspaper, post flyers, and issue brochures on Head Start inviting families of children 0-5 with disabilities as well as those with significant disabilities to apply.	Family Services Director Special Services Director Center Manager Support Services Staff Teacher	Monitoring Director Family Services Director Special Services Director Special Services Staff	Ongoing	-Head Start -Child Find Brochures -Recruitment documentation -Brochures -PSA'S -Head Start Newsletter

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Performance Standard: 45 CFR Part 1308.5, (a) (b) Related Standards-1305.5 (c), 1304.41(a) (1)

Goal: The Hidalgo County Head Start /Early Head Start Program will establish and maintain an outreach and recruitment process to actively locate and recruit children with disabilities/significant disabilities.

Objective: To acquire a minimum of 10% of the total funded enrollment opportunities for children with disabilities; provide training for staff regarding disability regulations 45 CFR part 84, nondiscrimination on the basis of a disability/ADA; coordinate/collaborate recruitment efforts with LEA, ECI's, and Child Find.

TASK TO BE ACCOMPLISHED	PERSON RESPONSIBLE	PERSON RESPONSIBLE FOR MONITORING	PROJECTED DATE OF COMPLETION	DOCUMENTS OR FORMS
Participate in community Child Find efforts with LEA's, ECI's and Region One ESC for recruitment purposes. Contact Child Find Specialist and ECI Specialist as a recruitment effort.	Special Services Director Transition Director Support Services Staff Center Manager Family Services Director	Monitoring Director Special Services Director Special Services Staff Transition Director Education Area Director Center Manager	Ongoing	-Community Assessment -Child Find meeting agendas -LEA Child Find flyers/ and Clinics -Community Assessment
Distribute Head Start Child Find brochures solely for the purpose of recruiting children with disabilities.	Special Services Director Special Services Staff Center Manager Support Services Staff All Head Start Field Staff	Special Services Director Special Services Staff Education Area Director Center Manager Monitoring Director	Ongoing	-Head Start Child Find brochures -HS disability banner -Newsletter

HIDALGO COUNTY HEAD START PROGRAM
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Performance Standard: 45 CFR Part 1308.5, (a) (b) Related Standards 1305.5 (c), 1304.41 (a) (1)

Goal: The Hidalgo County Head Start/Early Head Start Program will establish and maintain an outreach and recruitment process to actively locate and recruit children with disabilities/significant disabilities.

Objective: To acquire a minimum of 10% of the total funded enrollment opportunities for children with disabilities; provide training for staff regrading disability regulations 45 CFR part 84, nondiscrimination on the basis of a disability/ADA; coordinate/collaborate recruitment efforts with LEA's ,ECI, and other agencies in the Child Find process.

TASK TO BE ACCOMPLISHED	PERSON RESPONSIBLE	PERSON RESPONSIBLE FOR MONITORING	PROJECTED DATE OF COMPLETION	DOCUMENTS OR FORMS
Provide training on the Americans with Disability Act (ADA), Section 504/ Non-discrimination policy, and Disability Laws (IDEA. 45 CFR 1308) to parents, and Staff, particularly those directly involved in recruitment. Provide training for bus drivers and those working with children with special needs. Training done as In-kind by a Specialist.	Special Services Director/Staff Staff Development Director ADA/IDEA Specialist Family Services Director	Special Services Director/Staff Staff Development Director Family Services Director Monitoring Director	Ongoing	-Pre Service Training agenda's -Sign-in's -Ongoing monitoring -Recruitment training agenda
Provide ADA/IDEA information and training to program Policy Council/and Parent Committee members.	Special Services Director/Staff Support Services Staff Center Manager	Special Services Director Monitoring Director Center Managers	As needed	-Training agenda's -ADA/IDEA brochures
Provide enrollment opportunity to any family requesting enrollment of a child with a disability regardless of severity.	Special Services Director Support Service Staff Center Manager	Special Services Director Monitoring Director Center Managers	Ongoing	-ADA/IDEA brochures -Head Start Enrollment Application

HIDALGO COUNTY HEAD START PROGRAM
Special Services Program Plan
2016-2017

Performance Standard: 45 CFR Part 1308.5, (a) (b) Related Standards 1305.5 (c), 1304.41 (a) (1)

Goal: The Hidalgo County Head Start/Early Head Start Program will establish and maintain an outreach and recruitment process to actively locate and recruit children with disabilities/significant disabilities.

Objective: To acquire a minimum of 10% of the total funded enrollment opportunities for children with disabilities: to include infant and toddlers. Provide training for staff regarding disabilities regulations 45CFR part 84, nondiscrimination on the basis of a disability/ADA; coordinate/collaborate recruitment efforts with LEA,ECI's, and other agencies in the Child Find process.

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TASK TO BE ACCOMPLISHED	PERSON RESPONSIBLE	PERSON RESPONSIBLE FOR MONITORING	PROJECTED DATE OF COMPLETION	DOCUMENTS OR FORMS
Provide specially equipped buses with lifts to transport children with physical disabilities for ADA Compliance.	Support Services Staff Center Manager Special Services Director Transportation Director Transportation Coordinator	Monitoring Director Special Services Director Transportation Coordinator Education Area Director	Ongoing	-Transportation Plan -Ongoing monitoring -Transportation schedule

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Performance Standards: 45 CFR Part 1308.5 (c) (1-4) (d) (1-5) (e) (1-3) (f), Related Standards1305.5 (c), 1304.41(a)(1)

Goal: The Hidalgo County Head Start Program/Early Head Start Program will establish and maintain an outreach and recruitment process to actively locate and recruit children with disabilities/significant disabilities.

Objective: Will assure non-discrimination of children with disabilities if parents wish to enroll; meet age and income requirements; Head Start is the appropriate placement; After 10% enrollment is met, children will compete equally.

TASK TO BE ACCOMPLISHED	PERSON RESPONSIBLE	PERSON RESPONSIBLE FOR MONITORING	PROJECTED DATE OF COMPLETION	DOCUMENT OR FORMS
All age appropriate children with disabilities, to include those previously identified, (regardless of disability) will be granted equal opportunity in applying for enrollment, if Head Start is the appropriate placement. Children will be placed on a waiting list after 10% is met unless slots are still available; all will compete equally; all must be age and income eligible. Exception: ECI children identified by LEA with a diagnosis will be enrolled upon turning 3 years old, if there is a slot available.	Family Services Director Special Services Director Support Services Staff Center Manager	Special Services Director/Staff Family Services Director Education Area Director Monitoring Director	Ongoing	-Enrollment application -Waiting list -Community Assessment -PIR -ECI documentation -LEA documentation
Immunization records are part of the application process and will be requested of parents. Those children in need of immunizations will have to meet such requirements before enrollment and follow the same policies.	Health Services Director Special Services Director Support Services Staff Center Manager/Teacher Parent	Health Services Director Special Services Director/Staff Family Services Director Education Area Director Monitoring Director	Ongoing	-Copy of Immunization on file -Community Assessment -Ongoing monitoring

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Special Services Program Plan
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Performance Standard: 45 CFR Part 1308.5(d) (1-5), Related Standards 1304.50 (d) (1) (viii), 1305.5 (c), 1304.41 (a) (1), 1304.53 (a) (10) (xviii), 1304.52(b) (1) (iii) 1304.53 (a) (2) (ii)

Goal: The Hidalgo County Head Start Program/Early Head Start Program will enroll a minimum of 369, (10%) of the total funded enrollment, children with disabilities or significant disabilities. Only LEA diagnosed children will be counted towards 10%.

Objective: Will assure non-discrimination of children with disabilities. Will ensure that no child is denied enrollment due to prior diagnosis, severity or type of disability, staff attitudes, facility inaccessibility, unfamiliar disabling conditions, or need for personalized special equipment.

TASK TO BE ACCOMPLISHED	PERSON RESPONSIBLE	PERSON RESPONSIBLE FOR MONITORING	PROJECTED DATE OF COMPLETION	DOCUMENT OR FORMS
Staff will be trained to be able to feel competent in working comfortably with children of different disabilities to ensure that staff attitudes and unfamiliarity with a particular disability are addressed. ADA training is accomplished at pre-service annually and as needed.	Special Services Director/Staff ADA Specialist. Staff Development Director	Monitoring Director Special Services Director/Staff Staff Development Director	Ongoing	-Ongoing monitoring -Pre-service training agenda -Sign-ins
When there is a need for personalized services such as diapering, the program will provide those items for staff to assist the children with disabilities at no cost to the family.	Finance Director Special Service Director/Staff Center Manager/Staff	Special Services Director/Staff Monitoring Director	Ongoing	-Requisitions/ PO's for diapering supplies -Request for equipment materials. -Diaper Change Log

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Performance Standard: 45 CFR Part 1308.6, (a) (1-3) (b) (1-3) Related Standards-1304.20(b) (1), 1304.20(a) (1) (ii)

Goal: The Hidalgo County Head Start /Early Head Start Program will identify children in need of further evaluation within forty-five (45)/ninety (90) calendar days of enrollment after the screening/assessment process.

Objective: Provide developmental screenings to all Head Start/ Early Head Start children within forty-five (45)/ ninety (90) calendar days of enrollment in: visual/motor, language and cognition, gross motor/body awareness including speech, hearing, and vision. Maintain a record keeping system for screening process and identification of children who do not pass the screening. (PROMIS)

TASK TO BE ACCOMPLISHED	PERSON RESPONSIBLE	PERSON RESPONSIBLE FOR MONITORING	PROJECTED DATE OF COMPLETION	DOCUMENTS OR FORMS
Medical examinations and follow up will be performed. Height and weight will be obtained twice a year and blood pressure one time a year. Visual acuity will be tested for each eye using the Visual chart. Physical exam are required annually. The LAP-D, DECA and Speech Screener will be administered to all children.	Special Services Director Support Services Staff Center Manager Education Area Director Health Services Director	Monitoring Director Health Services Director Medical Providers Parents Special Services Director/Staff Education Area Director	-Within forty-five (45) days of enrollment and as needed -Preferably encourage parents to complete before school year begins	-On-going monitoring -Speech Screener -Health Record -Physical -LAP-D -DECA -PROMIS
A training is provided to all teaching staff by a certified/licensed Speech/Language Pathologist to screen children for speech/language delays. Training is provided as In-Kind.	Special Services Director Speech Language Pathologist/Provider Center Manager/Teacher	Monitoring Director Special Services Director/Staff Education Area Director	-Pre Service -As needed	-Pre Service training agendas -New staff orientation trainings/Sign In -Pre Service manual

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Performance Standards: 45 CFR Part 1308.6, (a) (1-3) Related Standards-1304.20(b) (1), 1304.20(a) (1) (ii)

Goal: The Hidalgo County Head Start /Early Head Start Program will identify children in need of further evaluation within forty-five(45)/ (90) ninety calendar days of enrollment after the screening/assessment process.

Objective: Provide developmental screenings to all Head Start/Early Head Start children within forty-five (45)/(90) ninety calendar days of enrollment: provide ongoing assessment/rescreening, children who require further specialized assessment to determine a disability will proceed with the evaluation process.

TASK TO BE ACCOMPLISHED	PERSON RESPONSIBLE	PERSON RESPONSIBLE FOR MONITORING	PROJECTED DATE OF COMPLETION	DOCUMENTS OR FORMS
The Receptive & Expressive Language sections of the LAP-D will be used in identifying children with suspected language problems in conjunction with Speech Screening tools which also screens articulation, fluency and voice for possible referral to LEA.	Finance Director Special Services Director Special Services Staff Center Manager Teacher	Special Services Director Special Services Staff Monitoring Director	Ongoing	-LAP-D -Speech Screener

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Performance Standards: 45 CFR Part 1308.6(c) (d), Related Standards 1304.20(b), 1304.40(e) (3)

Goal: The Hidalgo County Head Start/Early Head Start Program will document progress and plan program activities that are developmentally appropriate and individualized for children with disabilities.

Objective: Collect ongoing information on child's functioning in gross and fine motor skills, perceptual discrimination, cognition, attention skills, self-help, social skills,receptive and expressive language. Notify parents of assessment results and provide parents with information on developmental milestones and the 7 Domains of Learning.

TASK TO BE ACCOMPLISHED	PERSON RESPONSIBLE	PERSON RESPONSIBLE FOR MONITORING	PROJECTED DATE OF COMPLETION	DOCUMENTS OR FORMS
Each child will be administered a standardized health and developmental assessment screening. Also the DECA, Speech Screening tool, as well as the LAP- D, in addition to any required screening instruments for children 0-5. LEA will administer screenings as needed upon referral.	Teacher Support Services Staff Center Manager LEA Special Education Staff Special Services Director	Special Service Director/Staff Health Services Director Education Area Director Mental Health Coordinator Monitoring Director	-Forty-five (45) days after enrollment -LEA Ongoing	-Copy of assessment screenings -Ongoing monitoring -LEA documentation
Parents will be provided with informational brochures on disability and developmental milestones, IEP progress reports which are connected to the 7 Domains of Learning and also LEA six weeks progress reports.	Special Services Director/Staff Support Services Staff Center Manager Teacher LEA Special Education Staff	Special Services Director/Staff Education Area Director Center Manager Monitoring Director	Ongoing	- Disability brochures -IEP progress reports -Six weeks progress reports -IDEA/ADA brochures

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Performance Standard: 45 CFR Part 1308.6(c) (d), Related Standards 1304.20(b), 1304.40(e) (3)

Goal: The Hidalgo County Head Start/Early Head Start Program will document progress and plan program activities that are developmentally appropriate and individualized for children with disabilities.

Objectives: Collect ongoing information on child's functioning in gross and fine motor skills, perceptual discrimination, cognition, attention skills, self-help, social skills, receptive and expressive language. Notify parents of assessment results and provide parents with information on developmental milestones and the 7 Domains of Learning. Offer support group list and information to parents/families that will teach them how to interact with and how to be advocates for their children.

TASK TO BE ACCOMPLISHED	PERSON RESPONSIBLE	PERSON RESPONSIBLE FOR MONITORING	PROJECTED DATE OF COMPLETION	DOCUMENTS OR FORMS
Notify Parents of progress through IEP Progress Reports and ARD meetings. Provide parents with support group information. Parents will also be provided with information on any other community organization sponsoring disability conferences, workshops, and trainings to allow for parent connections with their children and community.	Special Services Director/Staff Support Services Staff Center Manager Teachers	Monitoring Director Special Services Director/Staff Education Area Director	Ongoing	-Support group list -Community participation information -Parent to Parent newsletter information -Community Assessment -IEP Progress Report

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Performance Standard: 45 CFR Part 1308.6(e), (1-3) Related Standard 1304.20(a) (I) (iii), 1304.20(e) (5)

Goal: The Hidalgo County Head Start /Early Head Start Program will establish a diagnostic process so children with disabilities receive appropriate services through referral to LEA.

Objective: Refer to the LEA/ECI for evaluation after a failed screening or as soon as the need is evident. When LEA does not provide an evaluation, Head Start will arrange with Parent Consent for an evaluation utilizing a mult-disciplinary team approach through other resources and more than one test will be utilized.

TASK TO BE ACCOMPLISHED	PERSON RESPONSIBLE	PERSON RESPONSIBLE FOR MONITORING	PROJECTED DATE OF COMPLETION	DOCUMENTS OR FORMS
Children who require further specialized assessment to determine whether they have a disability will be referred to LEA for appropriate evaluation/assessment which will assess all areas related to the suspected disability. These cases will count towards the 10%, if qualified. Staff will secure Parental Consent and RTI data	Special Services Director Support Services Staff Center Manager Parent LEA	LEA Special Education Staff Special Services Director/Staff Education Area Director Monitoring Director	Ongoing	-Head Start referral -LEA referral -Ongoing monitoring -R&R/RTI -Parental consents -Agency to Agency Referral
If LEA does not provide the evaluation, the parents will be assisted in arranging services through other resources outside Head Start hours. The identified case will be monitored but will not count towards the 10%. Follow up will take place	Special Services Director Support Services Staff Center Manager	Special Services Director/Staff Center Manager Monitoring Director	Ongoing	-Monthly follow up -Rehab evaluation report

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Performance Standard: 45 CFR Part 1308.6(e), (1-3) Related Standard 1304.20(a) (l) (iii), 1304.20(e) (5)

Goal: The Hidalgo County Head Start /Early Head Start Program will establish a diagnostic process so children with disabilities receive appropriate services through referral to LEA.

Objective: Refer to the LEA/ECI for evaluation after a failed screening or as soon as the need is evident, recognize cultural/ linguistic differences; necessary accommodations (sensory, manual, communication skills); evaluations conducted by licensed/certified personnel. Parental consent will be secured prior evaluation; validated test tools are utilized.

TASK TO BE ACCOMPLISHED	PERSON RESPONSIBLE	PERSON RESPONSIBLE FOR MONITORING	PROJECTED DATE OF COMPLETION	DOCUMENTS OR FORMS
Support Services Staff will arrange that children are allowed the appropriate R&R/RTI timelines to rule out cultural linguistic differences, socio-economic factors, inappropriate educational environment to determine whether the referral to LEA is warranted. LEA will consider above mentioned factors when evaluating the child. Licensed SLP's and validated Test Tools will be utilized.	Special Services Director Support Services Staff Center Manager Teacher/Parent LEA Special Education Staff	Monitoring Director Special Services Director/ Staff Education Area Director Center Manager LEA Special Education Staff	Ongoing	-Teacher notes -Monthly follow-up notes -Self-Assessment -R&R/RTI -LEA Referrals -Parent consent for Evaluation -LEA Progress Reports
The LEA will continue to be actively involved in training HS Support Service staff/ Center Manager on the referral process, R&R/RTI and cultural linguistic differences.	Special Services Director Support Service Staff Center Manager LEA Special Education Staff	Monitoring Director Special Services Director/Staff Support Service Staff Center Manager Education Area Director LEA Special Education Staff	Ongoing	-LEA R&R/ RTI referral training -Training agenda -Training sign in -Training hand outs

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Performance Standard: 45 CFR Part 1308.6(e), (4) Related Standard 1304.52(h) (1) (ii), 1304.52(d) (7)

Goal: The Hidalgo County Head Start/Early Head Start Program will establish a diagnostic process so children with disabilities receive appropriate services, through referrals to LEA.

Objective: Maintain confidentiality in accordance with Program and State requirements. Evaluations will be administered by trained, state certified licensed personnel.

TASK TO BE ACCOMPLISHED	PERSON RESPONSIBLE	PERSON RESPONSIBLE FOR MONITORING	PROJECTED DATE OF COMPLETION	DOCUMENTS OR FORMS
Confidentiality must be maintained, this is accomplished through training and professional speaking presentations at in-services, workshops, conferences, parent conferences, etc. Make use of Human Resources confidentiality forms and obtain staff signatures.	Special Services Director Support Services Staff Center Manager Teacher Human Resources Director	Monitoring Director Special Services Director/Staff Staff Development Director Education Area Director Center Manager	Ongoing	-Sign in's -agendas -HR confidentiality signed forms on file -Training sign ins -Self-Assessment
Reports requiring signature of certified/ licensed Special Services provider will be obtained. Evaluations will be administered only by qualified specialists and parents will be notified of results.	Special Services Director Center Manager Support Service Staff LEA Specialist	Monitoring Director Special Services Director/Staff Education Area Director Center Manager	Ongoing	-MOU's -Evaluations -Eligibility Reports (LEA)

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Performance Standard: 45 CFR Part 1308.6(e), (5) Related Standard 1304.52(h) (1) (ii), 1304.52(d) (7)

Goal: The Hidalgo County Head Start/Early Head Start Program will establish a diagnostic process so children with disabilities receive appropriate services through referral to LEA.

Objective: Eligibility will be determined using a multidisciplinary team approach by LEA. These eligible cases will be counted towards the 10%.

TASK TO BE ACCOMPLISHED	PERSON RESPONSIBLE	PERSON RESPONSIBLE FOR MONITORING	PROJECTED DATE OF COMPLETION	DOCUMENTS OR FORMS
A multi-disciplinary team approach will be utilized for children evaluated by LEA to determine eligibility for disability services upon completion of the evaluation. If eligible, services will be provided by a certified licensed specialist .	Special Services Director Support Services Staff Center Manager Teacher LEA Specialist	Monitoring Director Special Services Director/Staff Center Manager Education Area Director	Ongoing	-Referral/RTI -ARD minutes -PIR -Head Start Treatment/ Evaluation -Consent Forms -Parent Transportation Consent Form

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Performance Standard: 45 CFR Part 1308.7 (a)-9 (e) (3)

Goal: The Hidalgo County Head Start/Early Head Start Program will identify through a systematic process and meet the eligibility criteria for all identified disabilities so services are adequately and professionally provided to children with special needs.

Objective: Arrange that eligibility criteria is met when classifying children with an identified disability, per Performance Standards. The eligibility Criteria: Health impairment, Emotional/behavioral disorders, Speech/language impairment,

TASK TO BE ACCOMPLISHED	PERSON RESPONSIBLE	PERSON RESPONSIBLE FOR MONITORING	PROJECTED DATE OF COMPLETION	DOCUMENTS OR FORMS
Develop Plan of Care to monitor medical health condition/development (504 plan).	Support Services Staff Center Manager/Teacher Mental Health Coordinator Health Services Director	Monitoring Director Health Services Director Special Services Director/Staff Education Area Director	-As needed	-Staffing notice -Staffing notes -Community Assessment -Plan of care (504)
Review classroom observation reports and all screening tools for follow-up on possible suspected disabilities. Meet with parent for possible further evaluations (speech, hearing, vision, other impairments etc.).	Support Services Staff Center Manager/Teacher Special Services Director Mental Health Coordinator Health Services Director	Mental Health Coordinator Health Services Director Education Area Director Special Services Director/Staff Monitoring Director	-Within 45 days of enrollment -Ongoing	-Information on file -Ongoing monitoring
Follow-up on child's challenging behavior by utilizing the Mental Health Process/Positive Behavior Support (PBS) which includes the development of Behavioral Plans.	Support Services Staff Center Manager Health Services Director Mental Health Coordinator Mental Health Consultant	Mental Health Coordinator Center Manager	As needed	-PBS /Mental Health Process -Ongoing monitoring -Cameras

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Performance Standard: 45 CFR Part 1308.10-17(e)

Goal: The Hidalgo County Head Start/Early Head Start Program will identify through a systematic process and meet the eligibility criteria for all identified disabilities so services are adequately and professionally provided to children with special needs.

Objective: Arrange that eligibility criteria is met when classifying children with an identified disability, per performance standards. The eligibility criteria:, Mental Retardation, Hearing impairment including deafness, Orthopedic impairments, Visual impairments including blindness, Learning disabilities, Autism, Traumatic Brain Injury, and Other impairments.

TASK TO BE ACCOMPLISHED	PERSON RESPONSIBLE	PERSON RESPONSIBLE FOR MONITORING	PROJECTED DATE OF COMPLETION	DOCUMENTS OR FORMS
Attend staffings on children whose needs may be unique/ specific (Autism, Syndromes, Intellectual Disabilities etc.)	Special Services Director Support Services Staff Center Manager LEA	Education Area Director Special Services Director/Staff Monitoring Director Center Manager	-As deemed necessary	-Evaluation report -ARD/IEP Minutes -LEA MOU
Refer child to LEA for a Full Individual Evaluation (FIE) for possible identification and dual enrollment with LEA via Pre-School Programs for Children with Disabilities, (PPCD) if possible. Follow-up on physicals for possible suspected audiological/orthopedic/vision impairments. Observe the child in the educational setting while performing fine/gross motor skill activities.	Support Services Staff Center Manager Teacher Special Services Director Mental Health Coordinator Health Services Director	Monitoring Director Health Services Director Mental Health Coordinator Special Services Director/Staff Education Area Director Support Services Staff Center Manager/Teacher	-Within 90 days -Ongoing -Within 45 days of enrollment -Ongoing	-Progress notes -Ongoing monitoring -Cameras -Physicals
Provide staff with T/TA and literature on orientation and mobility for the visually impaired/blind.	Support Services Staff Center Manager Special Services Director	Monitoring Director Special Services Director/Staff Education Area Director Center Manager	-As deemed necessary	-Training agenda -Literature on Visual Impairment

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Performance Standard: 45 CFR Part 1308.18 (a) (b)

Goal: The Hidalgo County Head Start/Early Head Start Program will have procedures established that allow for the full and efficient implementation of the disability content area according to the Performance Standards.

Objective: Arrange for the Disabilities, Health Services Director and Mental Health Coordinator to work closely together in the assessment process and follow up so the special needs of children with health, mental health and disability needs are met.

TASK TO BE ACCOMPLISHED	PERSON RESPONSIBLE	PERSON RESPONSIBLE FOR MONITORING	PROJECTED DATE OF COMPLETION	DOCUMENTS OR FORMS
A referral and follow-up system in conjunction with mental health/ health services will be utilized to ensure that children with mental health and health impairments receive ongoing medical treatment.	Mental Health Coordinator Health Services Director Center Manager Support Service Staff Mental Health Consultant Teachers	Mental Health Coordinator Health Director Special Services Director Education Area Director Monitoring Director	Ongoing	-PBS/Mental Health Process -Referral and follow-up -Ongoing monitoring -Self-Assessment
Staffings to include the health/ mental health and disability services content areas will be scheduled to communicate and collaborate regarding any children with medical health impairments and /or children with possible signs of depression, withdrawal, anxiety or abuse.	Center Manager Support Service Staff Teachers Mental Health Coordinator Health Services Director Mental Health Consultant	Health Services Director Mental Health Coordinator Special Services Director Education Area Director Monitoring Director	Ongoing	-Mental Health Classroom Observation -Staffing sign-in and notes -Notice of Staffing -Mental Health Consultant notes
Develop a plan of care for any child with a medical condition (504).	Health Services Director Center Manager	Health Services Director Mental Health Coordinator Education Area Director Center Manager Special Services Director Monitoring Director	Ongoing	-Plan of care (504)

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Performance Standard: 45 CFR Part 1308.18 (c) (d)

Goal: The Hidalgo County Head Start/Early Head Start Program will have procedures established that allow for the full and efficient implementation of the disability content area according to the Performance Standards.

Objective: Plan that all medications are properly administered; obtain the doctor's instructions; and that parental consents are secured; that all medications dispensed are properly recorded and reviewed with parents; record any changes in child's behavior and share with staff, parents and physician; store, label and lock all medications. This process will allow for parent and family engagement.

TASK TO BE ACCOMPLISHED	PERSON RESPONSIBLE	PERSON RESPONSIBLE FOR MONITORING	PROJECTED DATE OF COMPLETION	DOCUMENTS OR FORMS
Staff will educate teachers and parent/guardian on the proper administration of medication, thus, allowing for dialogue with families.	Support Service Staff Center Manager/Teacher Health Services Director Mental Health Coordinator	Monitoring Director Health Services Director Mental Health Coordinator Special Services Director Center Manager/Teacher Education Area Director	Ongoing	-Training agendas -Medication logs
Staff will administer, handle and store under lock and key all medication in accordance with program policy and procedures which includes doctors instructions, properly labeled medication by pharmacist, parent consent to administer medication, record keeping to include changes in child's behavior, etc. (refer to policy and procedure on medication administration in the Health procedures Manual). Parent and family engagement practices will occur.	Support Service Staff Health Services Director Mental Health Coordinator Center Manager/Teacher	Health Services Director Mental Health Coordinator Special Services Director Monitoring Director Education Area Director Center Manager/Teacher	Ongoing	-Support Service Assistant -Documentation notes -Medications -Policy/forms/ logs -Parent Consent

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Performance Standard: 45 CFR Part1308.19 (j)-(k

Goal: The Hidalgo County Head Start /Early Head Start Program through LEA's, will develop IEP's that meet the needs of children with disabilities and enables them to be included fully in the classroom. Head Start developed IEP's/ Plan of Care (POC) by private rehab providers are no longer counted towards 10 %.

Objective: Participate/provide input into the LEA IEP; interpreter for parents; IEP's in parents dominant language; encourage IEP attendance; have meeting without parents if necessary; implement IEP soon after meeting;

TASK TO BE ACCOMPLISHED	PERSON RESPONSIBLE	PERSON RESPONSIBLE FOR MONITORING	PROJECTED DATE OF COMPLETION	DOCUMENTS OR FORMS
Ensure attendance of required Head Start Teacher, staff, parent and other required team members of scheduled IEP meeting upon completion of assessment to discuss LEA eligibility results. IEP meeting may be held without the parent, provided parent consented to it and every effort was made to include parent; document efforts.	Special Services Director Support Services Staff Center Manager Teacher/Parent LEA Special Education Staff	Special Services Director Support Service Staff Center Manager Teacher/Parent LEA Special Education Staff	Within 45 school days of consent for evaluation.	-ARD/IEP -PIR
Interpreters at ARD/IEP meeting will be provided for Non- English speaking parents. Sign language interpreters will also be provided if needed. IEP will be in parent dominant language.	Special Services Director Support Services Staff Center Manager Teacher			

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Performance Standard: 45 CFR Part 1308.19(a)-(c),

Goal: The Hidalgo County Head Start /Early Head Start Program through LEA's, will develop IEP's that meet the needs of children with disabilities and enables them to be included fully in classroom. Head Start developed IEP's/ Plan of Care (POC) by private rehab providers are no longer counted towards 10 %.

Objective: Participate/provide input into the LEA IEP; when Head Start provides for the evaluation, the multidisciplinary team makes the determination whether the child meets the Head Start eligibility criteria. IEP's/ (POC) will be developed for such cases considering child's unique needs, strengths and child abilities when LEA develops the IEP a Head Start representative will attempt to attend IEP meeting.

TASK TO BE ACCOMPLISHED	PERSON RESPONSIBLE	PERSON RESPONSIBLE FOR MONITORING	PROJECTED DATE OF COMPLETION	DOCUMENTS OR FORMS
The multi-disciplinary team will provide input into developing an appropriate IEP to meet the special needs of children. The team will include a Head Start representative/teachers.	Special Services Director Support Services Staff Center Manager Teacher/Parent LEA Special Education Staff	Monitoring Director Special Services Director/Staff Education Area Director Center Manager	Within thirty 45 school days of consent for evaluation.	-ARD/IEP -PIR
The LEA MOU will note that LEA will notify Head Start of any scheduled IEP/ARD meetings for their participation.	Special Services Director LEA Special Education Staff Center Manager Teacher Transition Director	Monitoring Director Special Services Director Education Area Director LEA Special Education Staff	May-Aug 2016	-LEA MOU -PIR

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Performance Standard: 45 CFR Part 1308.19 (j)-(k),

Goal: The Hidalgo County Head Start /Early Head Start Program through LEA's, will develop IEP's that meet the needs of children with disabilities and enables them to be included fully in classroom. Head Start developed IEP's/ Plan of Care (POC) by private rehab providers are no longer counted towards 10 %.

Objective: Participate/provide input into the LEA IEP; if a child enters Head Start with IEP/(POC) completed two (2) months prior to entry implement such IEP/ (POC) within 2 weeks of enrollment; monitor implementation of IEP's. Encourage more interaction between classroom teachers and service provider and Head Start Content Area Directors.

TASK TO BE ACCOMPLISHED	PERSON RESPONSIBLE	PERSON RESPONSIBLE FOR MONITORING	PROJECTED DATE OF COMPLETION	DOCUMENTS OR FORMS
A child enrolled in Head Start whose IEP/ POC dated 2 months prior to enrollment is still eligible for services. However, existing IEP/ POC has to be implemented within 2 weeks of enrollment. If the child is dual enrolled with LEA in the PPCD unit, visit the unit.	Special Services Director Support Services Staff Center Manager Teacher LEA Special Education Staff	Monitoring Director Special Services Director Education Area Director Center Manager	Ongoing	-Classroom observation notes -Monthly follow-up -Teacher notes -Take home activities -Camera -Teacher/Parent Conference -IEP meeting
Encourage more interaction between teacher and service providers through IEP meetings, face-to-face contact, periodic telephone calls, classroom material sharing, child/parent home activities etc. Schedule visits and observe child during implementation of IEP in therapy session; LEA's and other special services providers usually accommodate such request.	Special Services Director Support Services Staff Center Manager/Teacher	Monitoring Director Support Services Staff Center Manager/Teacher Education Area Director	Ongoing	

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Performance Standard: 45 CFR Part 1308.19 (d)-(i),

Goal: The Hidalgo County Head Start /Early Head Start Program through LEA's, will develop IEP's that meet the needs of children with disabilities and enables them to be included fully in classroom. Head Start developed IEP's/ Plan of Care (POC) by private rehab providers are no longer counted toward 10 %.

Objective: Participate/provide input into the LEA IEP; considering child's unique needs strengths, and child's abilities. Include teacher, parents, administrators or others; implement IEP soon after meeting.

TASK TO BE ACCOMPLISHED	PERSON RESPONSIBLE	PERSON RESPONSIBLE FOR MONITORING	PROJECTED DATE OF COMPLETION	DOCUMENTS OR FORMS
Child's unique needs, strengths and developmental potential will be documented through use of different sources-IEP progress reports, six weeks progress report, monthly follow–up, etc.	Special Services Director Support Services Staff Center Manager Teacher LEA Special Education Staff	Special Services Director/Staff Monitoring Director Education Area Director Center Manager	-ASAP after enrollment -Ongoing	-IEP Progress Reports -Ongoing monitoring -Monthly follow- up notes

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Performance Standard: 45 CFR Part 1308.19 (j)-(k),

Goal: The Hidalgo County Head Start /Early Head Start Program through LEA's, will develop IEP's that meet the needs of children with disabilities and enables them to be included fully in classroom. Head Start developed IEP's/ Plan of Care (POC) by private rehab providers are no longer counted towards 10 %.

Objective: Participate/provide input into the LEA IEP; interpreter for parents; IEP's in parents dominant language; encourage IEP attendance; have meeting without parents if necessary; implement IEP soon after meeting;

TASK TO BE ACCOMPLISHED	PERSON RESPONSIBLE	PERSON RESPONSIBLE FOR MONITORING	PROJECTED DATE OF COMPLETION	DOCUMENTS OR FORMS
Involve the different content areas when monitoring the child's IEP if needed to ensure that every area of need is satisfied, (nutrition, mental health etc.) Children with disabilities will be included in the full range of activities within the child development program.	Special Services Director Support Services Staff Center Manager Teacher/LEA Content Area Director	Monitoring Director Special Services Director/Staff Center Manager Education Area Director	Ongoing	-Reflects IEP objectives in weekly lesson plan -Cameras
Establish a process for tracking child's IEP progress such as requesting therapy progress notes from LEA. Teachers will document child's progress on the IEP Progress Report which is connected to the 7 domains of learning. LEA provides progress reports every 6 weeks to families of children who receive special services.	Special Services Director Support Services Staff Center Manager/Teacher LEA Special Education Staff	Monitoring Director Special Services Director/Staff Support Services Staff Center Manager Education Area Director	Ongoing	-Teacher IEP progress report -Teacher notes -LEA Progress Reports

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Performance Standard: 45 CFR Part 1308.20 (a) (b)

Goal: The Hidalgo County Head Start /Early Head Start Program will establish a process so that staff and the Content Area Directors work together to observe that provisions for the nutrition needs of children are met.

Objective: Consult with physical, occupational, and speech therapists and dieticians on ways to assist the staff and parents on problems of chewing, swallowing and feeding for children with significant disabilities.

TASK TO BE ACCOMPLISHED	PERSON RESPONSIBLE	PERSON RESPONSIBLE FOR MONITORING	PROJECTED DATE OF COMPLETION	DOCUMENTS OR FORMS
Schedule trainings/workshops by the appropriate professionals such as SLP, OT, PT on specific nutrition needs, for children with disabilities for parents/staff to ensure that proper procedures are learned and followed when caring for children with special nutritional needs.	Special Services Director Health Services Director Nutrition Director Center Managers Teacher	Health Services Director Special Services Director Nutrition Director Monitoring Director Education Area Director	Ongoing	-Training agendas -Sign-in's -Pre-service training topics -Nutrition training agendas
Encourage children with special needs to participate in meal/snack time interactions and weekly nutrition activities.	Special Services Director Support Service Staff Teachers Center Manager Nutrition Director	Nutrition Director Health Services Director Special Services Director/Staff Education Area Director	Ongoing	-Classroom observation notes -Teacher weekly plan reflects nutrition activities -Cameras -Special Diet Menus -Dr. orders

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Performance Standard: 45 CFR Part 1308.20 (c) (d)

Goal: The Hidalgo County Head Start /Early Head Start Program will establish a process so that staff and the Content Area Directors work together to ensure that provisions for the nutrition needs of children are met.

Objective: To include activities to assist children with disabilities; participate in meals with classmates; discuss prevention with a nutrition basis.

TASK TO BE ACCOMPLISHED	PERSON RESPONSIBLE	PERSON RESPONSIBLE FOR MONITORING	PROJECTED DATE OF COMPLETION	DOCUMENTS OR FORMS
Provide special diets for children with chewing, swallowing and feeding problems. Verify Dr. orders.	Special Services Director Nutrition Director Center Manager Health Services Director	Health Services Director Nutrition Director Special Services Director Education Area Director Monitoring Director	Ongoing	-Nutrition activities -Cameras -Special diet menus -Dr. orders
Hold staffings to ensure that children with special nutrition needs are identified for appropriate delivery of services and as a means of prevention.	Support Services Staff Center Managers Special Services Director Teachers Nutrition Director	Nutrition Director Health Services Director Special Services Director/Staff Education Area Director	Ongoing	-Notice of Staffing -Staffing notes

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Performance Standard: 45 CFR Part 1308.21 (a) (1-3)

Goal: The Hidalgo County Head Start /Early Head Start Program will allow for parent and family engagement throughout the disability effort and meet the family's needs when relating to joint transition training and planning.

Objective: Assist in the transition of children entering Head Start and from Head Start to public school; Provide information to parents on fostering the development of their child with disabilities, to include siblings. Provide opportunities to parents to observe large and small group and individual activities to include program activities as per IEP.

TASK TO BE ACCOMPLISHED	PERSON RESPONSIBLE	PERSON RESPONSIBLE FOR MONITORING	PROJECTED DATE OF COMPLETION	DOCUMENTS OR FORMS
Head Start staff will participate in joint transition training and planning with ECI at least 90 days prior to the child's 3rd birthday to provide the parent education/information on Head Start Services for recruitment.	Support Services Staff Center Manager Transition Director ECI Representative	Special Services Director Transition Director Center Manager Monitoring Director Education Area Director	Ongoing	-Child's ECI records -ECI meeting Notes -LEA Referral and follow up
Provide parent with educational brochures on disabilities, federal and state laws and community resource directory, thus, assisting them to foster the development of children with disabilities.	Support Services Staff Center Manger Special Services Director	Special Services Director/Staff Transition Director Monitoring Director	Ongoing	-Resource Directory -Disability brochures -Flyers -IDEA/ADA

HIDALGO COUNTY HEAD START PROGRAM
Special Services Program Plan
2016-2017

Performance Standard: 45 CFR Part 1308.21 (a) (4-7)

Goal: The Hidalgo County Head Start /Early Head Start Program will allow for parent and family engagement throughout the disability effort and meet the family's needs when relating to joint transition training and planning.

Objective: Assist in the transition of children entering Head Start and from Head Start to public school; inform parents of their rights under IDEA; inform parents of available resources (i.e. SSI, EPSDT); provide parents with support group information. Provide follow- up assistance and activities to reinforce program activities at home.

TASK TO BE ACCOMPLISHED	PERSON RESPONSIBLE	PERSON RESPONSIBLE FOR MONITORING	PROJECTED DATE OF COMPLETION	DOCUMENTS OR FORMS
Encourage parent and family engagement by providing opportunity to observe large, small and individual group activities to include activities per IEP; when evaluating the program by participating in the yearly Self-Assessment; to observe child's screening and assessments; to attend child's ARD meetings; to volunteer in the classroom and attend therapy sessions with their children when possible. This will assist the development of parents as leaders.	Center Manager Support Services Staff Special Services Director Teacher	Special Services Director Center Manger Support Services Staff Monitoring Director Education Area Director	Ongoing	-Self-Assessment -Volunteer file -Cameras -IEP -screening/ assessment
Encourage parent and family engagement participation for trainings, workshops, conferences on IDEA/Section 504, ADA to promote families as advocates and leaders. Develop honest dialogue with families regarding ARD meeting to promote participation.	Family Services Director Support Service Staff Center Manager Special Services Director Teacher	Special Services Director/Staff Education Area Director Monitoring Director Family Services Director Center Manager	Ongoing	-Training agendas/sign-in -ARD -Parent Committee trainings on IDEA -Support Group List

HIDALGO COUNTY HEAD START PROGRAM
Special Services Program Plan
2016-2017

Performance Standard: 45 CFR Part 1308.21 (a) (8-10)

Goal: The Hidalgo County Head Start /Early Head Start Program will allow for parent and family engagement throughout the disability effort and meet the family's needs when relating to joint transition training and planning.

Objective: Assist in the transition of children entering Head Start and from Head Start to public school; to be able to identify children's needs; attempt to prevent disabilities among younger siblings; build parent confidence, skill and knowledge to advocate for children's special needs.

TASK TO BE ACCOMPLISHED	PERSON RESPONSIBLE	PERSON RESPONSIBLE FOR MONITORING	PROJECTED DATE OF COMPLETION	DOCUMENTS OR FORMS
A resource directory and Parent Handbook is provided at the 1st parent orientation meeting for information on parent education programs. Parents and staff will be provided opportunity to learn about first aid, principals of preventative health, safety measures and any information on disabilities that may assist parents with their family's disability needs, thus promoting family well-being.	Support Services Staff Center Manager Teacher Transition Director Family Services Director Health Services Director	Family Services Director Special Services Director Transition Director Monitoring Director Center Manager	-Ongoing	-Training agendas/sign-in -Flyers -Brochures -ARD -Parent Committee trainings on IDEA /ADA/LEA Referrals/ transition
A Family Partnership Agreement (FPA) will be utilized to assist families in identifying basic life support needs to include siblings needs related to disabilities. HS will link and refer families to community agencies in order to assist them in receiving services.	Support Services Staff Center Manager Teacher Family Services Director	Monitoring Director Family Services Director Special Services Director/Staff Education Area Director Center Manager	-Ongoing	-FPA -Follow- up notes -PIR -Referral -Resource Directory

HIDALGO COUNTY HEAD START PROGRAM
Special Services Program Plan
2016-2017

Performance Standard: 45 CFR Part 1308.21 (b) (c)

Goal: The Hidalgo County Head Start /Early Head Start Program will allow for parent and family engagement throughout the disability effort and meet the family's needs when relating to joint transition training and planning.

Objective: Inform parents of available resources (i.e. SSI, EPSDT).

TASK TO BE ACCOMPLISHED	PERSON RESPONSIBLE	PERSON RESPONSIBLE FOR MONITORING	PROJECTED DATE OF COMPLETION	DOCUMENTS OR FORMS
Provide parents with information on special education services available in the public school system as a guide to parents on joint transition training and planning.	Transition Director Support Services Staff Center Manager Special Services Director Teacher	Monitoring Director Special Services Director Transition Director Center Manager Education Area Director	May 2016	-Transition Information -Training sign-In on IDEA/ADA/504
Provide parent with transition brochures to facilitate joint transition training and planning.	Support Services Staff Center Manger/Teacher Transition Director	Special Services Director Transition Director Monitoring Director Center Manager	Ongoing	-Transition brochures
With parent consent, transfer children's records to LEA. Provide LEA Special Education Department with a list of all transitioning children with disabilities.	Support Services Staff Transition Director Center Manager Special Services Director	Monitor Director Special Services Director/Staff Transition Director Education Area Director Center Manager	May 2016	-Copies of consent on file -Transition list to LEA Special Education Dept.
Allow for communication with parent by providing a transition letter that lists special education staff contacts, phone numbers, campus assignment etc. in an attempt to provide a smooth transition.	Support Services Staff Transition Director Center Manager Special Services Director Teacher	Monitoring Director Special Services Director/Staff Transition Director Education Area Director Center Manager	May 2016	-Transition Letter to parents

HIDALGO COUNTY HEAD START PROGRAM
Special Services Program Plan
2016-2017

Performance Standard: 45 CFR 1304.51 (i) (2) Ongoing Monitoring

Goal: To ensure that the program is effectively implementing Federal Regulations.

Objective: To establish and maintain procedures for ongoing monitoring that will systematically measure strengths and weaknesses for the enhancement of quality service delivery in the area of Special Services.

TASK TO BE ACCOMPLISHED	PERSON RESPONSIBLE	PERSON RESPONSIBLE FOR MONITORING	PROJECTED DATE OF COMPLETION	DOCUMENTS OR FORMS
Administration of Speech Screener – All children will be administered a Speech Screening Tool which will address the areas of articulation, voice and fluency. This tool is administered either in English or Spanish as deemed necessary. This data is entered into PROMIS for record keeping.	Teacher Assistant Teacher	Center Manager Support Services Staff Monitoring Director Content Area Directors	-Within 45 days of Enrollment -Ongoing	-Compliance Monitoring Instrument -Speech Screener -Center Observation form -PROMIS
Development of Individual Education Plans (IEP's) – The multidisciplinary team will develop an LEA IEP for children who were evaluated and qualified for a specific disability. IEP objectives will be reflected in the weekly lesson plan for reinforcement purposes by the teaching staff.	Teacher Assistant Teacher Disability Classroom Assistant LEA Special Education Staff	Center Manager Support Service Staff Monitoring Director Content Area Directors	Initial-45 school days as of parent consent for evaluation and 30 school days as of evaluation Annual ARD Yearly	-Compliance Monitoring Instrument -ARD minutes -Notice of ARD meeting -Weekly lesson plan -Center observation form
Referral Tracking Log – A referral tracking log will be maintained in the Special Services Department. The log will be updated as the referrals are received in the department.	Special Services Clerk Special Services Coordinator	Special Services Director Health Services Director Heath Services Secretary	Ongoing	-Compliance Monitoring Instrument -Referral Tracking Log

HIDALGO COUNTY HEAD START PROGRAM
Special Services Program Plan
2016-2017

Performance Standard: 45 CFR 1304.51 (i) (2) Ongoing Monitoring

Goal: To ensure that the program is effectively implementing Federal Regulations.

Objective: To establish and maintain procedures for ongoing monitoring that will systematically measure strengths and weaknesses for the enhancement of quality service delivery in the area of Special Services.

TASK TO BE ACCOMPLISHED	PERSON RESPONSIBLE	PERSON RESPONSIBLE FOR MONITORING	PROJECTED DATE OF COMPLETION	DOCUMENTS OR FORMS
IEP Progress Report –IEP Progress Reports will be prepared by the teachers and sent out to parents every nine (9) weeks. The IEP progress report is connected to the 7 Domains of Learning/Child Outcomes and will reflect the child's progress on the IEP objectives. LEA progress reports will be secured by the center managers.	Teacher Center Managers Support Services Staff	Center Manager Support Services Staff Monitoring Director Content Area Directors	HS- Every nine weeks LEA- Every six weeks	-Compliance Monitoring Instrument -IEP Progress Report/LEA Report -Center observation form
Therapy Classroom Sign Out/In log for tracking services – The teachers will maintain the Therapy Sign out/in log in their classrooms individually for every child receiving LEA services. The service provider will sign the child out and in when returning to the classroom after the service. The teacher will submit the log to the Special Services Department at the end of the month.	Teacher Assistant Teacher	Center Manager Support Services Staff Monitoring Director Content Area Directors	Monthly	-Therapy Sign Out /In Log -Center Observation form -Compliance Monitoring Instrument
Monthly Follow-Up Notes – The case worker (Center Manager or Support Services Staff) will submit monthly follow-up notes reflecting the child's progress/case notes to the Special Services Department on a monthly basis.	Center Manager Support Services Staff	Monitoring Director Center Manager Support Service Staff Content Area Directors	Monthly	-Monthly Follow-up -Notes -Center observation form -Compliance Monitoring Instrument

HIDALGO COUNTY HEAD START PROGRAM
Special Services Program Plan
2016-2017

Performance Standard: 45 CFR 1304.51 (i) (2) Ongoing Monitoring

Goal: To ensure that the program is effectively implementing Federal Regulations.

Objective: To establish and maintain procedures for ongoing monitoring that will systematically measure strengths and weaknesses for the enhancement of quality service delivery in the area of Special Services.

TASK TO BE ACCOMPLISHED	PERSON RESPONSIBLE	PERSON RESPONSIBLE FOR MONITORING	PROJECTED DATE OF COMPLETION	DOCUMENTS OR FORMS
Case Staffings – Case staffings will be held for children with a disability or suspected disability. All areas of need will be discussed (i.e.-special diets, special equipment/materials, medical plan of action etc.) so that the best possible services may be provided to the child upon enrollment.	Parent Teacher Support Services Staff Center Manager Special Services Director Content Area Directors (as needed)	Content Area Directors Monitoring Director Center Manager Support Service Staff	May 2016 Ongoing	-Staffing Notice -Staffing Notes -Center observation Form -Compliance Monitoring Instrument

HIDALGO COUNTY HEAD START PROGRAM
Special Services Program Plan
2016-2017

Performance Standard: 45 CFR 1304.51 (i) (2) Ongoing Monitoring

Goal: To ensure that the program is effectively implementing Federal Regulations.

Objective: To establish and maintain procedures for ongoing monitoring that will systematically measure strengths and weaknesses for the enhancement of quality service delivery in the area of Special Services.

TASK TO BE ACCOMPLISHED	PERSON RESPONSIBLE	PERSON RESPONSIBLE FOR MONITORING	DATE OF COMPLETION	FORMS
Self -Assessment- All Head Start centers will be reviewed for compliance purposes in the area of disabilities. The Special Services Director and assigned team will review all records of children with disabilities and collect required data to address program strengths and weaknesses. Possible solutions to be implemented by the Special Services Department to ensure a successful and compliant Self -Assessment in the area of disabilities include, but are not limited to the following:	Special Service Director/Staff Parents (if possible)	Monitoring Director Center Manager Support Service Staff Education Area Director Special Services Director/Staff	January 2017	-Center File Monitoring Tool -ADA Checklist -Summary of Results

HIDALGO COUNTY HEAD START PROGRAM
Special Services Program Plan
2016-2017

Performance Standard: 1304.51 (i) (2) Ongoing Monitoring

Goal: To ensure that the program is effectively implementing Federal Regulations.

Objective: To establish and maintain procedures for ongoing monitoring that will systematically measure strengths and weaknesses for the enhancement of quality service delivery in the area of Special Services.

TASK TO BE ACCOMPLISHED	PERSON RESPONSIBLE	PERSON RESPONSIBLE FOR MONITORING	PROJECTED DATE OF COMPLETION	FORMS
The center manager will submit to the Special Services Department required data as it is completed. All due before Self- Assessment.	Special Service Director/Staff	Monitoring Director Center Manager Support Service Staff	January 2017	-Center File Monitoring Tool
The Special Services staff will encourage parents to participate in the Self-Assessment.	Parents (if possible)	Education Area Director Special Services Director and Staff	January 2017	-ADA Checklist -Summary of Results
Special Services staff will provide T/TA to recently hired staff prior to Self-Assessment				
Special Services staff will continue to train staff as needed/upon request.	Special Services Director/Staff	Special Services Director/Staff Center Manager Support Service Staff Monitoring Director Education Area Director	Aug-Jan 2017 -Ongoing	-Center File Monitoring Tool
Refer to T/TA Support Checklists done at centers for any needs, prior to the Program Self- Assessment.			Ongoing Aug-Jan 2017	-T/TA Support Checklist

HIDALGO COUNTY HEAD START PROGRAM
Special Services Program Plan
2016-2017

Performance Standard: 45 CFR Part 1304.51 (i) (2) Ongoing Monitoring

Goal: To ensure that the program is effectively implementing Federal Regulations.

Objective: To establish and maintain procedures for ongoing monitoring that will systematically measure strength and weaknesses for the enhancement of quality service delivery in the area of Special Services.

TASK TO BE ACCOMPLISHED	PERSON RESPONSIBLE	PERSON RESPONSIBLE FOR MONITORING	PROJECTED DATE OF COMPLETION	DOCUMENTS OR FORMS
The Special Services Director and Staff will visit all Head Start centers who enroll children with disabilities after the 45/90 day screening timelines prior to Self-Assessment.	Special Services Director/ Staff	Special Services Director/ Staff Center Manager Support Service Staff Monitoring Director Education Area Director	-Oct-Dec 2016 -On-going	-Center File Monitoring Tool
The staff will do "on the spot corrections" as much as possible.			-Oct-Dec 2016 -On-Going	
Using the Special Services Center File Monitoring Tool, incomplete/required data will be documented.			-Oct-Dec2016 -On-going	
The staff will provide the Center Manager a copy of the Monitoring Tool indicating required incomplete/data at the end of visit.			-Oct-Dec2016 -On-going	
The center manager will be allowed a specific amount of time for corrections/completion of required data.			-Oct-Dec 2016 -On-going	

Transition Services Plan

Hidalgo County Head Start Program

Transition Services Program Plan 2016 – 2017

Advisory Committee Approval: 04.28.16
Policy Council Approval:
Commissioners' Court Approval:

Hidalgo County Head Start Program
Transition Services Program Plan
2016 - 2017

Performance Standard C. F. Regulation: 1304. 41 (c) (1) (i) (iii), and 1304.41 (c) (3) Transition Services

Goal: To communicate and coordinate with the local education agencies through networking meetings to plan for transition services.

Objective: To maintain and establish procedures that will facilitate the transition process for children enrolled in the Head Start program.

Task To Be Accomplished	Person Responsible	Person Responsible for Monitoring	Projected Date of Completion	Documents or Forms
1. The parents will be notified of necessary records and information that are required for enrollment for their designated local education agency. Staff will prepare a packet to be transferred to the next educational setting.	Center Managers	Transition Director	On-Going	Confidentiality Statement – Child Record
2. The Program will maintain on-going coordination and collaboration between the Head Start staff and their counterparts in the schools and community programs.	Center Managers	Transition Director	On-Going	Networking Meeting Record
3. Administrative Staff will meet with the center managers and support services facilitators to facilitate preparing and involving children and parents in joint transition training and planning activities.	Transition Director Area Directors	Transition Director	On-Going As Scheduled in May	Field Trip Request Form
4. The Program will encourage community participation through community wide events to allow parents, staff, community organizations, and children to meet, visit the program, and ask questions.	Transition Director Family Services Director	Transition Director	On-Going	Network Meeting Parent Fair Monthly Parent Meetings

Hidalgo County Head Start Program
Transition Services Program Plan
2016 - 2017

Performance Standard C. F. Regulation: 1304. 41 (c) (2) 1304.20 (f) (2) (iii) Transition Services

Goal: To encourage and involve parents in the transition of their child into Head Start.

Objective: To involve the parents in the transition of their children into the Head Start Program; and to plan the transition of children with disabilities into the Head Start Program.

Task To Be Accomplished	Person Responsible	Person Responsible for Monitoring	Projected Date of Completion	Documents or Forms
1. The Program will coordinate and collaborate with ECI Early Childhood Intervention agencies on children who are being referred to the Head Start Program.	Center Managers Support Services Facilitators Support Services Assistants	Transition Director	On-Going	Referral Data Confidentiality Statement
2. The Program will conduct "face to face" transition meetings with the parents, ECI agency, and the local education agency.	Center Managers Support Services Facilitators Support Services Assistants	Transition Director	On-Going	Referral Data
3. The Program will ensure that appropriate placement of children enrolled with developmental programs, are provided with the steps necessary to participate and enroll in the Head Start Program.	Transition Director Special Services Director	Transition Director Special Services Director	On-Going	Confidentiality Statement

Hidalgo County Head Start Program
Transition Services Program Plan
2016 - 2017

Performance Standard C. F. Regulation: 1304. 41 (c) (2) 1304.20 (f) (2) (iii) Transition Services

Goal: To ensure that the Transition Services are successfully implemented.

Objective: To ensure that the performance standards on Transition Services are met.

Task To Be Accomplished	Person Responsible	Person Responsible for Monitoring	Projected Date of Completion	Documents or Forms
1. The Program will ensure implementation and compliance of the Head Start Performance Standards in the areas of Joint Transition Training and Planning.	Transition Director	Transition Director	On-Going	Referral Data Form Information Packet
2. The Program will provide joint in-service opportunities and cross-program visitations for staff and parents to increase the understanding of early childhood development and assist in placing practices which assures developmental continuity across the different programs.	Transition Director Staff Development Department Directors	Transition Director	On-Going	
3. The Program will prepare and submit a monthly report on all Joint Transition Training and Planning activities.	Transition Director	Transition Director	On-Going	On File

Hidalgo County Head Start Program
Transition Services Program Plan
2016 - 2017

Performance Standard C. F. Regulation: 1304. 41 (c) (1) (i) (iii), and 1304.41 (c) (3) Transition Services/On-going Monitoring

Goal: To ensure that the program is effectively implementing Federal regulations.

Objective: To establish and maintain procedures for ongoing monitoring that will systematically measure strengths and weaknesses for the enhancement of quality service delivery in the area of Transition.

Task To Be Accomplished	Person Responsible	Person Responsible for Monitoring	Projected Date of Completion	Documents or Forms
1. Joint Transition Training and Planning Packets-Parents are notified of necessary records and information that is required for enrollment to their designated school district. The Program will prepare a packet to be given to the respective local education agency at the end of school year.	Center Managers	Transition Director	On-Going	Confidentiality Statement – Child Record
2. Joint Transition Training and Planning Networking Meeting- The department will have ongoing coordination and collaboration with the Head Start staff and the local education agencies and community partners.	Center Managers	Transition Director	On-Going	Networking Meeting Record
3. Administrative staff will meet with the center managers and support services facilitators to prepare and involve children and parents with transition to the public school.	Transition Director Area Directors	Transition Director	On-Going As Scheduled in May	Field Trip Request Form
4. ECI Early Childhood Intervention Agencies- The department will arrange for meetings to be held between the referring agency and the Head Start staff.	Transition Director Family Services Director	Transition Director	On-Going	Referral Forms Tracking Logs
5. Face to Face Meetings-The department conducts meetings with the parent, ECI agency and with local community partners.	Transition Director	Transition Director	On-Going	Referral Forms Tracking Logs
6. Community/LEA Meeting for Joint Transition Training and Planning Packages – The department will meet with the Local Education agencies (school districts) to hand deliver Head Start children's transition packages.	Transition Director	Transition Director	On-Going	Agendas Sign-In Forms

Transportation Plan

Hidalgo County Head Start Program

Transportation Services Program Plan 2016 – 2017

Advisory Committee Approval: 04.28.16
Policy Council Approval:
Commissioners' Court Approval:

Hidalgo County Head Start Program

Transportation

OSCAR PALACIOS
Field Operations Director

Oliver Solis
Transportation Coordinator

Nicolas Castillo
Warehouse Coordinator

Leonor Morales
Field Operations/Transportation Clerk

HIDALGO COUNTY HEAD START PROGRAM
TRANSPORTATION PLAN
2016 – 2017

PERFORMANCE STANDARD: 1310.1

GOAL: The Hidalgo County Head Start Program in coordination and collaboration with parents/guardians will establish a plan to transport children in a safe manner.

OBJECTIVE: To implement an on-going education and certification program to include pedestrian safety and cost control for all drivers and parents.

Task to be Accomplished	Person Responsible	Person Responsible for Monitoring	Projected Date of Completion	Documents or Forms
1. Parents of qualifying children are provided with a set of bus safety rules and an acknowledgement form to sign.	Field Operations Director	Field Operations Director	Parent Orientation	Agendas Sign-In Forms
2. Bus safety will be presented to all children at the beginning and throughout the school year in the curriculum's daily lesson plan.	Field Operations Director	Field Operations Director	Parent Orientation	Agendas Sign-In Forms
3. The transportation plan will be developed with staff, parents and community members.	Transportation Coordinator	Transportation Coordinator	May of Current School Year (to be implemented the following year)	Agendas, Certificates of Completion
4. Drivers will receive required training and certifications to implement the safety of children.	Transportation Coordinator	Transportation Coordinator	May of Current School Year (to be implemented the following year)	Agendas, Certificates of Completion
5. Vehicles will be inspected daily as part of a preventive maintenance and cost control program.	Bus Drivers	Transportation Coordinator	August thru May	Vehicle Inspection Report

HIDALGO COUNTY HEAD START PROGRAM
TRANSPORTATION PLAN
2016 - 2017

PERFORMANCE STANDARD: 1310.2 (a) (b) (c)

GOAL: **The Hidalgo County Head Start Program will provide the necessary number of vehicles to transport qualifying program participants.**

OBJECTIVE: **To facilitate transportation services to all qualifying enrolled children in or lease vehicles with proper arrangements.**

Task to be Accomplished	Person Responsible	Person Responsible for Monitoring	Projected Date of Completion	Documents
1. The program will acquire sufficient number of vehicles to transport qualifying children, budget permitting.	Field Operations Director Transportation Coordinator	Field Operations Director Transportation Coordinator	On-going	Transportation Request Form Vehicle Inventory
2. Private services will be offered when the program is not able to accommodate transportation.	Field Operations Director Transportation Coordinator	Field Operations Director Transportation Coordinator	On-going	Transportation Request Form Lease Contracts

HIDALGO COUNTY HEAD START PROGRAM
TRANSPORTATION PLAN
2016 - 2017

PERFORMANCE STANDARD: 1310.10 (a) (b) (c) (d) (1) (2) (3) (4) (e) (f) (g)

GOAL: Hidalgo County Head Start Program will provide transportation services to families who do not have access to transportation.

OBJECTIVE: To assist families not transported by the program by guiding them to other means of transportation so that children will attend the program. Children released to authorized persons and rosters kept up to date by appropriate personnel.

Task to be Accomplished	Person Responsible	Person Responsible for Monitoring	Projected Date of Completion	Document or Forms
1. To provide transportation to a portion of the enrolled children with a total of thirty-three (33) regular routes.	Field Operations Director Transportation Coordinator	Field Operations Director Transportation Coordinator	August thru May	Application Priority ranking criteria
2. Provide transportation for children, on a weekly basis, to their respective school districts for therapy services.	Field Operations Director Transportation Coordinator Bus Drivers	Field Operations Director Transportation Coordinator	August thru May	Transportation Application
3. Families whose children are not being transported and request assistance will be provided with guidance for other alternatives.	Field Operations Director Transportation Coordinator	Field Operations Director Transportation Coordinator	Parent Orientation	Agendas Sign-in Forms
4. All vehicles used for transportation will be equipped with all safety requirements to include, but not limited to, fire extinguisher with sign, reflective triangles, spare fuses, first aid kit with sign, seat belt cutter, and bio-hazard kit.	Field Operations Director Transportation Coordinator	Field Operations Director Transportation Coordinator Risk Management	Pre-Service On-Going Training	Agendas Sign-In Forms
5. All accidents will be reported observing state requirements.	Field Operations Director Transportation Coordinator Bus Driver	Field Operations Director Transportation Coordinator Risk Management	August thru May	Transportation Notice Letter
6. Children will only be released to authorized persons and rosters kept up to date by appropriate personnel.	Bus Aide	Bus Driver	August thru May	Parent Sign In/Out Roster

HIDALGO COUNTY HEAD START PROGRAM
TRANSPORTATION PLAN
2016 - 2017

PERFORMANCE STANDARD: 1310.11

GOAL: The Hidalgo County Head Start Program will require that all transportation vehicles are equipped with appropriate and approved child safety restraint systems.

OBJECTIVE: To inspect each designated transportation vehicle for safety restraint systems as required by federal guidelines.

Task to be Accomplished	Person Responsible	Person Responsible for Monitoring	Projected Date of Completion	Documents or Forms
1. Equip all transportation units with an approved child restraint system in proportion to height and weight.	Field Operations Director Transportation Coordinator Bus Drivers	Assigned Bus Driver	On-Going	Inspection Log

HIDALGO COUNTY HEAD START PROGRAM
TRANSPORTATION PLAN
2016 - 2017

PERFORMANCE STANDARD: 1310.12 (a) (b) (1) (2) (c) (b)

GOAL: The Hidalgo County Head Start Program will use grant funds to purchase school buses or alternate allowable vehicles.

OBJECTIVE: To require all vehicles used for transporting children be equipped with child restraint systems and reverse beepers in order to meet all federal, state and local requirements.

Task to be Accomplished	Person Responsible	Person Responsible for Monitoring	Projected Date of Completion	Documents
1. Purchase sufficient school buses or allowable alternate vehicles with reverse beepers and child restraint systems.	Field Operations Director Transportation Coordinator	Field Operations Director Transportation Coordinator Risk Management	Grant Award Guidelines	Specification Sheet
2. Use specifications for new vehicles from an approved source, such as the State's General Service Agency.	Procurement Director	Field Operations Director Transportation Coordinator Risk Management	Grant award Guidelines	Specification Sheet

HIDALGO COUNTY HEAD START PROGRAM
TRANSPORTATION PLAN
2016 - 2017

PERFORMANCE STANDARD: 1310.13 (a) (b) (c)

GOAL: The Hidalgo County Head Start Program will maintain all vehicles in safe operating condition.

OBJECTIVE: To assure the safety of the children when transported.

Task to be Accomplished	Person Responsible	Person Responsible for Monitoring	Projected Date of Completion	Documents
1. Implement procedures for the safe operation of all transportation units.	Field Operations Director Transportation Coordinator Bus Drivers	Field Operations Director Transportation Coordinator Risk Management	On-Going	Preventive Maintenance Log Pre/Post Trip Inspection Report
2. Conduct yearly inspections by state motor vehicle inspection stations. Conduct preventive maintenance and daily pre and post trip inspection by the driver.	Field Operations Director Transportation Coordinator Bus Drivers	Field Operations Director Transportation Coordinator Risk Management	On-Going	Preventive Maintenance Log Pre/Post Trip Inspection Report

HIDALGO COUNTY HEAD START PROGRAM
TRANSPORTATION PLAN
2016 - 2017

PERFORMANCE STANDARD: 1310.14

GOAL: The Hidalgo County Head Start Program will specify correct specifications of new vehicles to include its intended use.

OBJECTIVE: To implement a thorough specification check list and applicable certification upon receipt of new vehicles.

Task to be Accomplished	Person Responsible	Person Responsible for Monitoring	Projected Date of Completion	Documents or Forms
1. Monitor that all bid announcements comply with state and federal regulations including its intended use.	Field Operations Director Transportation Coordinator Procurement Director	Field Operations Director Transportation Coordinator Procurement Director	Proposal Request Date and Receipt of Vehicles	Proposal Outline and Specification Check List
2. Examine vehicles upon receipt for compliance of all bid specifications and certification with Federal Motor Vehicle Safety Standards.	Field Operations Director Transportation Coordinator Procurement Director	Field Operations Director Transportation Coordinator Procurement Director	Proposal Request Date and Receipt of Vehicles	Proposal Outline and Specification Check List

HIDALGO COUNTY HEAD START PROGRAM
TRANSPORTATION PLAN
2016 - 2017

PERFORMANCE STANDARD: 1310.15 (a) (b) (c) (d)

GOAL: Hidalgo County Head Start Program will ensure that appropriate height and weight safety restraint systems be utilized for children weighing 50 pounds or less while vehicle is in motion; isles and emergency exits be kept clear and loose articles be properly restraint.

OBJECTIVE: To transport children safely to and from the center, program related activities and service providers.

Task to be Accomplished	Person Responsible	Person Responsible for Monitoring	Projected Date of Completion	Documents or Forms
1. To equip all vehicles used for transportation with an approved restraint system before January 2004. Baggage and loose articles will be properly secured including maintaining clear aisles and emergency exits unobstructed at all times.	Field Operations Director Transportation Coordinator Bus Driver	Transportation Coordinator Bus Driver Bus Aide	On-Going	Monitoring Instrument
2. Each bus will have a qualified bus aide to assist and supervise children. When the assigned bus aide is absent, a substitute is utilized.	Field Operations Director Transportation Coordinator Bus Driver	Transportation Coordinator	On-Going	Monitoring Instrument

HIDALGO COUNTY HEAD START PROGRAM
TRANSPORTATION PLAN
2016 - 2017

PERFORMANCE STANDARD: 1310.16 (a) (1) (2) (b) (1) (2) (3) (c)

GOAL: **The Hidalgo County Head Start Program will ensure that all assigned drivers be fully qualified and possessing current required certification, including physical and mental ability.**

OBJECTIVE: **The program will implement a comprehensive application and screening process on all persons seeking employment as drivers.**

Task to be Accomplished	Person Responsible	Person Responsible for Monitoring	Projected Date of Completion	Documents or Forms
1. The program will require all assigned drivers be current on all the required drug testing, certifications and be tested randomly for drugs, also mental and physical ability, or with reasonable accommodations be able to perform duties determined by a medical examination. Medical examination shall be completed prior to commencing driving duties.	Field Operations Director Transportation Coordinator Human Resources Risk Management	Field Operations Director Transportation Coordinator	On-Going	Driver License Required Training and Certifications
2. The Hidalgo County Head Start Program will develop a questionnaire relevant to driving and work experience to be implemented during the interview process, including previous employment verification, criminal background check and driving traffic violations	Field Operations Director Transportation Coordinator Human Resources Risk Management	Field Operations Director Transportation Coordinator	On-Going	Questionnaire Form

HIDALGO COUNTY HEAD START PROGRAM
TRANSPORTATION PLAN
2016 - 2017

PERFORMANCE STANDARD: 1310.17 (a) (b) (1) (2) (3) (4) (5) (6) (7) (c) (d) (e) (f) (1) (2)

GOAL: The Hidalgo County Head Start Program will ensure that all designated drivers receive the required training within the allowed time frame.

OBJECTIVE: To provide safe transportation to program participants.

Task to be Accomplished	Person Responsible	Person Responsible for Monitoring	Projected Date of Completion	Documents or Forms
1. The program will provide the required training to all drivers upon hiring and during pre-service, on-going and as needed. Topics include classroom, behind-the-wheel to safely and efficiently operate the vehicle; running fixed routes; loading/unloading children; stopping at railroad crossing and other maneuvers; evacuation procedures and the operation of special equipment (lifts assistive devices). Bus monitors are also trained in their area of responsibility. Each driver will be evaluated yearly which will include road performance.	Field Operations Director, Transportation Coordinator	Transportation Coordinator	July thru May	Program Calendar
2. Hands on training at Region One Education Center.	Transportation Coordinator	Field Operations Director	July thru May	Agendas Sign In Sheets
3. The program will provide training to bus monitors before being assigned on the following topics: child boarding/exiting procedures, the use of child safety restraint systems, required paperwork, emergency evacuation procedures, use of special equipment, child pickup and release procedures, and pre and post trip vehicle checks.	Field Operations Director Transportation Coordinator	Field Operations Director Transportation Coordinator	July thru May	Agendas Sign In Sheets
4. Fixed routes are implemented with no backing or "U" turns only for safety reasons. When roadway crossing is required, children are escorted by monitor or adult person.	Bus Driver Bus Aide	Transportation Coordinator	July thru May	Agendas Sign-In Rosters

HIDALGO COUNTY HEAD START PROGRAM
TRANSPORTATION PLAN
2016 - 2017

PERFORMANCE STANDARD: 1310.20 (a) (b) (1) (2) (3) (4) (5) (6) (7)

GOAL: The Hidalgo County Head Start Program will ensure that training be provided to parents at the beginning of the school year.

OBJECTIVE: To make parents aware and responsible on the transportation regulations

Task to be Accomplished	Person Responsible	Person Responsible for Monitoring	Projected Date of Completion	Documents or Forms
1. The program's primary concern is the safety of the children. Parents are provided training within the first thirty days of the child's enrollment. The program will evaluate each route to not exceed one-hour ride only if there is no shorter route or poses a safety concern.	Field Operations Director Transportation Coordinator Center Manager	Field Operations Director Transportation Coordinator	September	Training Agendas Sign-In Rosters

HIDALGO COUNTY HEAD START PROGRAM
TRANSPORTATION PLAN
2016 - 2017

PERFORMANCE STANDARD: 1310.21 (a) (b) (1) (2) (3) (4) (5) (c) (1) (2) (e)

GOAL: The Hidalgo County Head Start Program in collaboration with the parents and children will conduct training regarding pedestrian safety; safe riding practices; safe loading and unloading procedures; roadway crossing to and from the vehicle at stops; danger zones around the bus and emergency evacuation procedures. The program will also conduct three evacuation drills during the school year including activities reminding children of the training.

OBJECTIVE: The program will implement a transportation safety program for children and parents to help prevent harm or injury.

Task to be Accomplished	Person Responsible	Person Responsible for Monitoring	Projected Date of Completion	Documents or Forms
1. The program provides bus safety training in areas such as pedestrian safety for children and parents. The training takes place within the first thirty days of the program year.	Field Operations Director Transportation Coordinator	Field Operations Director, Transportation Coordinator	August thru May	Agendas Hand-outs
2. The children will be taught safe riding practices, boarding and unloading procedures, roadway crossings, the danger zones, and emergency evacuation procedures as part of the daily lessons. The program ensures that the Bus Aide escort children when crossing the street.	Field Operations Director Transportation Coordinator Center Manager	Field Operations Director Transportation Coordinator	Three Times During the Program Year	Evacuation Record

HIDALGO COUNTY HEAD START PROGRAM
TRANSPORTATION PLAN
2016 - 2017

PERFORMANCE STANDARD: 1310.22 (a) (b) (c) (1) (2) (3) (4) (5)

GOAL: The Hidalgo County Head Start Program will make available appropriate number of buses or allowable alternate vehicles for transporting children with disabilities. Children's Individual Education Plan (IEP) or Individual Family Service Plan (IFSP) shall specify special transportation requirements such as seating, equipment and any special assistance that may be required.

OBJECTIVE: To implement appropriate and safe transporting of children with disabilities to include, whenever possible, the inclusion of children with disabilities by transporting them in the vehicles as are non-disabled peers.

Task to be Accomplished	Person Responsible	Person Responsible for Monitoring	Projected Date of Completion	Documents or Forms
1. The program provides transportation to children with disabilities in appropriately equipped buses to their respective school district for services. The program also mainstreams children with disabilities by transporting them on the regular bus routes. Individual Education Plan (IEP) reflects child's need for transportation and is accommodated with special adaptive equipment, if needed, including bus driver and monitor training.	Field Operations Director Transportation Coordinator Center Manager	Field Operations Director Transportation Coordinator	August thru May	Memorandum Budget Workshop
2. Children with disabilities needing therapy are transported to their respective school district to receive speech therapy.	Center Manager	Special Services Director	August thru May	Child's File Progress Notes

HIDALGO COUNTY HEAD START PROGRAM
TRANSPORTATION PLAN
2016 - 2017

PERFORMANCE STANDARD: 1310.23 (a) (b) (1) (2) (3)

GOAL: The Hidalgo County Head Start Program will make a coordinated effort to explore the possibility of implementing private or other human services agencies to improve the cost of transportation services.

OBJECTIVE: To plan and administer a cost effective transportation service to qualifying children.

Task to be Accomplished	Person Responsible	Person Responsible for Monitoring	Projected Date of Completion	Documents or Forms
1. The program currently does not have the need to contract private or public transportation services. The program has a collaborative agreement with Teaching and Mentoring Communities Head Start to facilitate transportation should our program not have adequate number of buses for program sponsored events. The program has also developed a "cost per child" report to determine the feasibility of transportation by geographical areas. The program has also contacted the Lower Rio Grande Valley Development Council, but currently the program does not have the need for alternate transportation.	Field Operations Director Transportation Coordinator	Field Operations Director Transportation Coordinator	On-Going	Cost Per Child Monthly Report

HIDALGO COUNTY HEAD START PROGRAM
TRANSPORTATION PLAN
2016 - 2017

PERFORMANCE STANDARD: 1304.51 (i) (2)

GOAL: The Hidalgo County Head Start Program establishes and implements procedures for on-going monitoring of transportation services to ensure effective implementation of Federal Regulations.

OBJECTIVE: To manage the transportation services aspect of the program to effectively implement Federal Regulations.

Task to be Accomplished	Person Responsible	Person Responsible for Monitoring	Projected Date of Completion	Documents or Forms
1. The Transportation Services Department Staff will participate in the programs annual self-assessment.	Administrative Team Consultants Center Staff Parents	Executive Director Assistant Directors Policy Council Members	As Schedule in Program Calendar	Protocol for the 2015-2016 Federal Review
2. The Center Manager and Transportation Coordinator use the following procedure to ensure the on-going monitoring of the program's transportation services.	Center Manager Transportation Coordinator	Field Operations Director	Daily (Workdays)	Monitoring Form
3. Pre/Post Trip Inspection Report-the Pre-Trip Inspection is conducted in the mornings before the bus begins the route to ensure the bus is safe and road worthy. In the event the driver identifies any mechanical mal-function, he reports it to the Fields Operation Director or Transportation Coordinator and does not operate the bus until the malfunction is corrected. This will ensure the safety of the children and the bus staff as well. The Post-Trip Inspection is conducted at the end of the workday to ensure the bus is still in safe operating condition.	Bus Driver	Field Operations Director Transportation Coordinator	Daily (Workdays)	Pre/Post Inspection Report

HIDALGO COUNTY HEAD START PROGRAM
TRANSPORTATION PLAN
2016 - 2017

PERFORMANCE STANDARD: 1304.51 (i) (2) - Continued

GOAL: The Hidalgo County Head Start Program establishes and implements procedures for on-going monitoring of transportation services to ensure effective implementation of Federal Regulations.

OBJECTIVE: To manage the transportation services aspect of the program to effectively implement Federal Regulations.

Task to be Accomplished	Person Responsible	Person Responsible for Monitoring	Projected Date of Completion	Documents or Forms
4. Bus Route Monitoring Report-The Center Manager and Transportation Coordinator will ride each bus, unannounced, a minimum of three times per school year to ensure all Federal Regulations are being met. A checklist will ensure all required documentation is approved for all children being transported; all required safety equipment, such as, a Certified Fire Extinguisher with identifiable sign and mounted on bracket, well supplied First Aid Kit, Emergency blanket, bio-hazard material kit, seat belt cutter mounted away from children's reach.	Center Manager Transportation Coordinator Field Operations Director	Center Manager Transportation Coordinator Field Operations Director	PY 2015-2016	Bus Route Monitoring Report
5. This monitoring instrument will also ensure the observation of children being assisted when boarding and exiting the bus and the implementation of the approved Child's Safety Restraint System. Part of the bus monitoring will also enable the monitor to observe the bus driver conduct a thorough check for any children or personal belonging left behind.	Center Manager Transportation Coordinator Field Operations Director	Center Manager Transportation Coordinator Field Operations Director	PY 2015-2016	Bus Route Monitoring Report

HIDALGO COUNTY HEAD START PROGRAM
TRANSPORTATION PLAN
2016 - 2017

PERFORMANCE STANDARD: 1304.51 (i) (2) - Continued

GOAL: The Hidalgo County Head Start Program establishes and implements procedures for on-going monitoring of transportation services to ensure effective implementation of Federal Regulations.

OBJECTIVE: To manage the transportation services aspect of the program to effectively implement Federal Regulations.

Task to be Accomplished	Persor Responsible	Person Responsible for Monitoring	Projected Date of Completion	Documents or Forms
6. Behind the Wheel Driver Education - The Field Operations Director and/or Transportation Coordinator conducts the evaluation during the bus driver's interview to determine if the applicant is physically able to drive a bus and also observe if the driver is observing all Local, State and Federal Traffic Laws, including Railroad Crossing and avoiding wide right turns. The driver's respective Center Manager will conduct the same evaluation at the time of driver's annual performance evaluation.	Field Operations Director Transportation Coordinator Center Manager	Field Operations Director Transportation Coordinator Center Manager	Pre-Employment Annual Evaluation	Behind the Wheel Driver Evaluation

AI-54784 Head Start 15. F.

CC - REGULAR

Meeting Date: 06/07/2016

Submitted For: Edmundo Garcia, HEAD START

Submitted By: Linda Galaviz, HEAD START

Department: HEAD START

Information

CAPTION

Discussion/Approval of Audit Finings and Corrective Action Plan for the Child and Adult Care Food Program

BACKGROUND

Policy Council Approval: 05.25.16

Fiscal Impact

Attachments

Child-Adult Food Program Audit

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	05/23/2016 03:52 PM
Final Approval	Monica Badillo	06/03/2016 05:59 PM

Form Started By: Linda Galaviz Started On: 05/23/2016 11:44 AM

Final Approval Date: 06/03/2016

Hidalgo County Head Start Program

Policy Council Regular Agenda

DATE: May 25, 2016

SUBJECT: Discussion/Approval of Audit Findings and Corrective Action Plan for the Child and Adult Care Food Program

RATIONALE/NEED: The Texas Department of Agriculture conducts a review every three (3) years of the Child and Adult Care Food Program. This year the review was conducted the week of March 7-11, 2016 resulting in some areas of non-compliance for the Head Start Program. A corrective action plan has been prepared, submitted and accepted by the Texas Department of Agriculture.

RECOMMENDATION: Administration recommends approval.

COST: N/A

RELATED INFORMATION INCLUDES: Memo from Nutrition Services Director, Audit Review Findings and Corrective Action Plan

****

INITIATED BY: Gilbert Silva, Child Nutrition Director G.S.

REVIEWED BY: Edmundo Garcia, Assistant Director for Operations

EXECUTIVE DIRECTOR'S APPROVAL: for Teresa Flores

Memorandum

TO: Mrs. Teresa Flores, Executive Program Director

FROM: Mr. Gilbert Silva, Child Nutrition Director

THROUGH: Mr. Edmundo Garcia, Assistant Program Director

DATE: May 17th, 2016

RE: **Administrative and Sponsored Center(s) Review Findings of Child and Adult Care Food Program-Child Care Centers (CACFP-CCC)/CE ID #02480**

CC Mrs. Nora Munoz, Assistant Program Director
Education Area Director

The Texas Department of Agriculture (TDA) conducted an administrative and center Audit of our CACFP contract on March 8th -11th, 2016. Every three years, TDA Audits our Contract. The test month selected was December 2015. It consists of a thorough review of the various components, by the food program personnel, as it applies to our program here in Head Start. I have attached a letter with the listing of the areas they reviewed during the Audit. In short, it ranges from administrative, Kitchen and Center level auditing and review of all documentation, specifically, as they apply to Food Program regulations/guidelines. During the review, there were three minor findings with no areas that constituted any adverse actions. A listing of the findings has also been attached along with the corrective action plan. Of note, they were very pleased with our National Nutrition month festivities that were ongoing. We received excellent praise on the efforts that we are putting forth to educate the community and get everyone involved including Children, Parents, Teachers, and Program Administrative Staff.

Furthermore, Acceptance of the correction action plan has been approved by TDA on May 9th, 2016. No further action is required at this time.

Attachments: A. Certified letter with listing of the areas of non-compliance.
B. Corrective action plan submitted to TDA though our TX-UNPS Program website.
C. Letter of acceptance of Corrective action plan and closure of review (CE ID #2480).

TEXAS DEPARTMENT OF AGRICULTURE
COMMISSIONER SID MILLER

March 31, 2016

Certified Mail Number: 91 7199 9991 7030 2628 2633
And First-Class Mail

Hidalgo County Head Start Program
Mr. Gilbert Silva
P.O. Box 0117
Edinburg, Texas 78540-0117

RE: Child and Adult Care Food Program – Child Care Center (CACFP – CCC) Notification of Review Findings (CE ID #02480)

Dear Mr. Silva:

The Texas Department of Agriculture (TDA) conducted an administrative and center review of Hidalgo County Head Start Program's CACFP – CCC operation on March 7, 2016, in accordance with 7 CFR 226.6, 4 TAC § 1, and TDA's CACFP Child Care Center Handbook. The review included an examination of records for the test month of December 2015 and 6 (Six) center reviews. In addition to reviewing CACFP records for the test month, TDA reviewed the financial records from October 1, 2014, through date of review.

Access to the findings observed during the review are available in TX-UNPS as of the date of the letter; see the enclosed *Instructions for Accessing and Completing the Corrective Action Document on TX-UNPS Website.*

Submit the organization's Corrective Action Document (CAD) for each finding in TX-UNPS through the following link: https://txunps1.texasagriculture.gov. Supporting documents may be uploaded into TX-UNPS specific to the finding.

Hidalgo County Head Start Program must submit the CAD electronically by May 5, 2016. Please notify Anita Torres via email at Anita.Torres@TexasAgriculture.gov when all responses have been submitted.

Failure to submit a timely and approvable CAD will result in adverse action up to and including termination of Hidalgo County Head Start Program's Food and Nutrition Division Permanent Agreement and denial of future applications.

An adjusted claim for December 2015 will not be required at this time. TDA may disregard (not require repayment of) up to $600.00 for disallowed meals or audit findings within a program year. Because the meals disallowed during this review, detailed in each of the findings, totaled $2.52, TDA is disregarding this amount and not requiring adjusted claims or repayment of the

CACFP funds at this time. However, if during this program year, additional reviews and/or single audit findings indicate more disallowances or repayment of CACFP funds, and the total of all the amounts (including the disregarded amount) equals or exceeds $600.00, Hidalgo County Head Start Program will be required to submit an adjusted claim for $2.52 and any other monies owed.

If technical assistance is needed to complete the CAD, contact your local Education Service Center, Region I at (956) 984-6120 to speak with Carmen Ocanas-Lerma. A request for technical assistance **will not** extend the due date for the organization's CAD.

Please contact Anita Torres (956) 206-0860 with any questions regarding the review process or the CAD.

Sincerely,

Anita Torres
Program Review Specialist
Food & Nutrition

AT/AT/at

Enclosures (2) *Instructions for Accessing and Completing the Corrective Action Document on TX-UNPS*
Center Monitoring Worksheet

cc: Educational Service Center, Region I

TEXAS DEPARTMENT OF AGRICULTURE
COMMISSIONER SID MILLER

May 16, 2016

Email: gilbert.silva@hchsp.org

Hidalgo County Head Start Program
Mr. Gilberto Silva
P.O. Box 0117
Edinburg, Texas 78540-0117

RE: Child and Adult Care Food Program - Child Care Center (CACFP - CCC)
Acceptance of Corrective Action Document and Closure of Review (CE ID 02480)

Dear Mr. Silva:

The Texas Department of Agriculture (TDA) received Hidalgo County Head Start Program's Corrective Action Document (CAD) on April 22, 2016. After review of the CAD, it is determined that the plan, if implemented as written and approved by TDA, will correct the non-compliances cited in the review findings letter.

Your CAD was approved on May 9, 2016, which closes the review. Failure to implement the CAD in its entirety may result in adverse action up to and including termination of Hidalgo County Head Start Program's contract and denial of future applications.

TDA appreciates the courtesy and assistance extended during the review process. If there are any questions regarding this letter or the review, please feel free to contact Anita Torres at (956) 206-0860.

Sincerely,

Sharon Welborn

Sharon Welborn
Director for Compliance
Food & Nutrition

SW/AT/jc

cc: Educational Service Center, Region I

Hidalgo County Head Start Program

P.O. Box 0117
Edinburg, Texas 78540-0117
Phone: 956/383-0706
Fax: 956/380-2588

April 22, 2016

Attachment B:

Contracting Entity: HIDALGO COUNTY HEAD START PROGRAM

Corrective Action Plan

Finding Description: Finding ID: V-0300

Finding: 307

The p.m. snack count reported on TX-UNPS (Claims) for the month of December 2015 does not agree with the p.m. snack counts recorded on the Daily Meal Count and Attendance Record - Alternate Form H1535. The following was noted:

Site #1031, Progreso Head Start Center

Reported: 563

TDA validated: 560

The difference was due to a data entry error made upon reconciling onto their data base. The CE should have entered 16 PM Snacks but inadvertently entered 19 PM Snacks.

Note: This non-compliance normally requires an adjusted claim for the month of December 2015. An adjusted claim for the month of December 2015 will not be required at this time because the result of the findings totaled $2.52. TDA is disregarding this amount and not requiring repayment at this time.

Corrective Action Plan:

a) After an employee inadvertently entered 19 PM Snacks instead of 16 PM Snacks for Site #1031, Progresso Head Start Center, A human error self-oversite during the evaluation processes failed to identify the over claim difference of the three P.M. snacks totaling an over claim of $2.54.

b) After meals are entered, employee will first self-validate that the information entered is correct. Then, employee will have another employee double check their work. By doing so, any mistakes not identified by the first employee can be corrected before final validation is made.

c) All Child Nutrition Department Staff will be held responsible for validation of meals claimed. Department Director, Coordinators, Bookkeeper, and Secretary will complete task on a monthly basis effective April 1st, 2016.

Finding Description: Finding ID: V-0700

Finding: 708:

A capital expenditure was charged in its entirety as a direct cost to the non-profit food service account without obtaining specific prior written approval. The following was noted:

CE purchased a 2015 Chevrolet Express 2500 for a cost of $21,690 in February 2015. While this cost was included under Supplies and Equipment on the Budget Detail Worksheet - Centers for Program Year (PY) 2015, a written request for specific prior written approval was not submitted to TDA prior to incurring the cost and prior to inclusion of the cost in the budget.

Note: TDA will not deem this cost unallowable, at this time, since CE explained they did request guidance from TDA prior to making the purchase and guidance provided was to include the cost in the budget under Supplies and Equipment. Instruction to request specific prior written approval was not provided.

Corrective Action Plan:

a) After getting guidance though region one on how to upload all forecasted capital expenditures for approval, a misunderstanding took place in the process of where to upload the information to. Prior to uploading the documentation via our Texas-UNPS website, a program wide approval had already been obtained through our internal governing body of Ms. Teresa Flores, Hidalgo County Head Start Program Director, Policy Council, and our Hidalgo County Commissioner's Court. Then, I proceeded to seek approval through TDA via our Texas-UNPS website by uploading all forms pertaining to the 2015 Chevrolet Express vehicle purchase as part of our application process under the supplies and equipment section. Upon the application approval, I was under the impression everything was in order to incur the direct cost for the vehicle. Little did I know that I actually needed to send a separate e-mail to TDA informing them of all the upcoming program year Capital expenditures?

b) From now on, TDA will be informed via e-mail of all capital expenditures prior to the completion of the application process, and I will await the response of their prior written approval. Furthermore, I will also upload the information via our Texas-UNPS website for further validation. Lastly, no capital expenditures will be made until TDA approves of them in writing.

c) The Child Nutrition Director and the Program Chief financial Officer will work hand in hand to ensure that we get prior written approval of all capital expenditures.

Finding Description: Finding ID: V-0900

Finding 912:

The CE did not ensure sites' claims are consistent with what was observed during a monitoring review. In reviewing CE's completed Forms H1606, Monitor Review, for the sampled sites, TDA identified a difference in the number of meals claimed from what the CE verified during the monitoring reviews. (number of children claimed vs. number of children present).

Reference Center Monitoring Worksheet for the "number of children present vs. number of children claimed" and the variances identified for each site.

Corrective Action Plan:

a) A variance in monitoring the number of children present at the center vs. the number of children claimed resulted due to children not being identified to monitoring staff after arriving late to the center. Center staff may at times include children arriving late to the center on to the 1535 meal claim form after monitoring staff has already identified the actual class totals. Furthermore, the number of children present does not always represent the number of meals claimed due to parents at times arriving late and stating that their children have already eaten at home.

b) To correct this discrepancy, monitoring staff will, first of all, identify all children present, who have received a meal, after meal time has ended. Second of all, if discrepancies still exist, written notes will be included to explain variances in the number of children present at the center vs. the number of children claimed.

c) The Child Nutrition Department Director and the Child Nutrition Department Coordinators will be held responsible for ensuring that the monitoring of the centers will be done correctly. Effective 5-1-2016 implementation of corrective action plan will take place. This new system of monitoring will be ongoing.

AI-54783 Head Start 15. G.

CC - REGULAR

Meeting Date: 06/07/2016

Submitted For: Edmundo Garcia, HEAD START

Submitted By: Linda Galaviz, HEAD START

Department: HEAD START

Information

CAPTION

Discussion/Approval of Relocation of Funded Enrollment Slots

BACKGROUND

Policy Council Approval: 05.25.16

Fiscal Impact

Attachments

Relocation of Funded Slots

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	05/23/2016 03:52 PM
Final Approval	Monica Badillo	06/03/2016 05:59 PM

Form Started By: Linda Galaviz Started On: 05/23/2016 11:42 AM

Final Approval Date: 06/03/2016

Hidalgo County Head Start Program

Policy Council Regular Agenda

DATE: May 25, 2016

SUBJECT: Discussion/Approval of Relocation of Funded Enrollment Slots

RATIONALE/NEED: Several classrooms will need to be relocated to address program growth needs.

RECOMMENDATION: Administration recommends the relocation of funded enrollment slots pending approval of waiver by the Office of Head Start.

COST:

RELATED INFORMATION INCLUDES: None

****

INITIATED BY: Teresa Flores, Executive Director

REVIEWED BY: Teresa Flores, Executive Director

EXECUTIVE DIRECTOR'S APPROVAL: _____ for TF

Teresa Flores

AI-54782 Head Start 15. H.

CC - REGULAR

Meeting Date: 06/07/2016

Submitted For: Edmundo Garcia, HEAD START

Submitted By: Linda Galaviz, HEAD START

Department: HEAD START

Information

CAPTION

Discussion/Approval to Disburse Lump Sum Summer Paychecks to Staff who resign as of the Last Summer Leave Day/Last Working Day for Position Assigned

BACKGROUND

Policy Council Approval: 05.25.16

Fiscal Impact

Attachments

Disburse Summer Paychecks

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	05/23/2016 03:52 PM
Final Approval	Monica Badillo	06/03/2016 05:59 PM

Form Started By: Linda Galaviz Started On: 05/23/2016 11:41 AM

Final Approval Date: 06/03/2016

Hidalgo County Head Start Program

Policy Council Regular Agenda

DATE: May 25, 2016

SUBJECT: Discussion/Approval to Disburse Lump Sum Summer Paychecks to Staff Who Resign as of the Last Summer Leave Day/Last Working Day for Position Assigned

RATIONALE/NEED: Each staff member has worked all the days corresponding to their position by the end of their Summer Leave. Staff intending to resign as of the last summer leave day/last working day for position assigned will be allowed to be paid for the summer leave in a lump sum. Employee benefits coverage will continue to the resignation date.

RECOMMENDATION: Administration recommends approval.

COST:

RELATED INFORMATION INCLUDES: N/A

****

INITIATED BY: Teresa Flores, Executive Director

REVIEWED BY: Teresa Flores, Executive Director

EXECUTIVE DIRECTOR'S APPROVAL: Teresa Flores

AI-54837

CC - REGULAR
Meeting Date: 06/07/2016
Submitted For: Flor Castillo, PLANNING DEPT.
Submitted By: Flor Castillo, PLANNING DEPT.
Department: PLANNING DEPT.

Information

CAPTION

1. Preliminary Approval with Variance Request
a. Conchas Subdivision- Pct. 3 (Maria Conchas) (Bentsen Palm Drive & Mile 3 North Road)
2. Final Approval
a. Eduardo's No. 13 Subdivision- Pct. 3 (Aniceto Izaguirre) (Trosper Road & Mile 4 North Road)

BACKGROUND

Fiscal Impact

Attachments

Conchas Subd.
Eduardos #13

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	05/31/2016 01:37 PM
Glinda Pacheco	Glinda Pacheco	06/03/2016 01:48 PM
Final Approval	Monica Badillo	06/03/2016 05:59 PM

Form Started By: Flor Castillo Started On: 05/31/2016 01:33 PM
Final Approval Date: 06/03/2016

HIDALGO COUNTY
PLANNING DEPARTMENT

1304 SOUTH 25TH STREET
EDINBURG TEXAS 78539
Tel. 956-318-2840 Fax. 956-318-2844

T.J. Arredondo, CFM
Director of Planning

HIDALGO COUNTY COMMISSIONERS COURT MEETING

DATE: 6-07-2016

PROPOSED **CONCHAS** SUBDIVISION, PRECINCT No. **3.**

ENGINEER: **SOUTH TEXAS INFRASTRUCTURE GROUP** DEVELOPER: **MARIA CONCHAS**

☒ PRELIMINARY APPROVAL ☐ FINAL APPROVAL ☐ FINAL APPROVAL WITH FINANCIAL GUARANTEE ☒ WITH VARIANCE

NUMBER OF LOTS: **1** ☒*SINGLE FAMILY ___ ☐*MULTI-FAMILY ___ ☐COMMERCIAL ___ ☐INSTITUTIONAL

LOCATION DESCRIPTION: **WEST SIDE OF BENTSEN PALM DRIVE APPROXIMATELY ¼ MILE SOUTH OF MILE 3 NORTH ROAD.**

SUBDIVISION LIES WITHIN THE: ☒*ETJ of **MISSION** and was approved administratively by said City.*

DRAINAGE REPORT WAS APPROVED BY HCDD#1: ON **5-11-2016** PROPERTY LIES WITHIN FLOOD ZONE: **" C "** AS PER FEMA.

DRAINAGE DESIGN: **DRAINAGE IMPROVEMENTS WILL BE PROVIDED BY REGRADING BENTSEN PALM DRIVE.**

ROAD R.O.W. DEDICATION: **15.00 FEET ON BENTSEN ROAD.**

H.C.R.O.W. PRELIMINARY APPROVAL DATE: **5-31-2016** By, **VICTOR GALLARDO, PCT. 3** R.O.W. AGENT

H.C.H.D. PRELIMINARY APPROVAL DATE: **5-31-2016** By, **ELIZARDO "CHARDO" RAMOS** Environmental Health Division Manager

SEWER SYSTEM: ☒ OSSF & SOIL ANALYSIS WERE CONDUCTED BY: **ANICETO IZAGUIRRE**

WATER SERVICE PROVIDER: **SWSC** LINE SIZE: **4"** LOCATION: **WEST SIDE OF BENTSEN ROAD.**

H.C.O.E.C. PRELIMINARY APPROVAL DATE: **5-31-2016** : By **MARTIN RAMIREZ** Environmental Compliance Coordinator

☒**SMALL CONSTRUCTION**

The applicant has submitted the required small construction site notice as per Part II, Section E of the TPDES General Permit for Construction Activities (TXR150000) along with a copy of the Erosion Control Plan for the proposed project.

REQUEST FOR FINAL APPROVAL WITH: ☐ **Cash Deposit:** *Amount:$_____For:* ☐*OSSF(S)*_____ ☐PAVING ☐DRAINAGE ☐STREET SIGNS

☐**A Letter of Credit** *Financial Institution:* _____ *L.O.C No.* _____

Amount: $_____For: ☐*OSSF(S)*_____ ☐PAVING ☐DRAINAGE ☐STREET SIGNS

PRELIMINARY APPROVAL FROM THE HIDALGO COUNTY COMMISSIONERS COURT ON: _____, __

VARIANCE REQUEST: **VARIANCE REQUEST FROM THE HIDALGO COUNTY SUBDIVISION RULES, TITLE B, CHAPTER 2.8 SECTION B. "BLOCKS AND LOTS"**

STAFF RECOMMENDS: ☒ **Preliminary Approval** *subject to comments and future recommendations by planning, other departments and the approval of the City of* **MISSION**.

☐ **Final Approval** *subject to recommendations other departments*

☐ **Final Approval** *with financial guarantee.*

* *This subdivision plat has been reviewed and complies with the Hidalgo County Subdivision Rules, Texas Water Development Board Model Subdivision Rules and The Texas Local Government Code.*

CONCHAS SUBDIVISION

BEING A 1.80 OF AN ACRE TRACT OF LAND, SITUATED IN PORCION 50, OUT OF THE NORTH HALF OF LOT 138, BENTSEN GROVES SUBDIVISION, AS RECORDED IN VOLUME 7, PAGE 13, OF THE MAP RECORDS, HIDALGO COUNTY, TEXAS.

STATE OF TEXAS
COUNTY OF HIDALGO

OWNER'S DEDICATION, CERTIFICATION, AND ATTESTATION:

I MARIA CONCHAS, AS OWNER OF THE 1.77 ACRE TRACT OF LAND ENCOMPASSED WITHIN THE PROPOSED CONCHAS SUBDIVISION, HEREBY SUBDIVIDE THE LAND AS DEPICTED IN THIS SUBDIVISION PLAT AND DEDICATED 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 THE STATE STANDARDS

(C) ELECTRICAL CONNECTIONS PROVIDED TO THE LOTS MEET, OR WILL MEET, THE MINIMUM STATE STANDARDS

(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

_____ _____
MARIA CONCHAS DATE
4119 N. BENTSEN PALM DR.
MISSION, TX 78574

THIS PLAT OF CONCHAS SUBDIVISION HAS BEEN SUBMITTED TO AND CONSIDERED BY THE PLANNING AND ZONING COMISSION OF THE CITY OF MISSION, TEXAS AND IS HEREBY APPROVED BY SUCH COMMISSION.

DATED THIS _____DAY OF_____ 20___.

_____
CHAIRMAN

CITY OF MISSION CERTIFICATE OF APPROVAL

UNDER LOCAL GOVERNMENT CODE 212.0115(B) WE THE UNDERSIGNED CERTIFY THAT THIS PLAT OF CONCHAS SUBDIVISION WAS REVIEWED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF MISSION.

_____
MAYOR CITY OF MISION DATE

_____
ATTEST: CITY SECRETARY DATE

STATE OF TEXAS
COUNTY OF HIDALGO

KNOW ALL MEN BY THESE PRESENTS:

I, JULIO C. CERDA, A REGISTERED PROFESSIONAL ENGINEER LICENSED TO PRACTICE IN THE STATE OF TEXAS, LICENSE NUMBER 90524, DO HEREBY CERTIFY THAT THIS PLAT HAS BEEN GIVEN PROPER AND ADEQUATE ENGINEERING CONSIDERATION.

_____
JULIO C. CERDA, P.E.
LICENSED PROFESSIONAL ENGINEER, TEXAS LIC. NO. 90524

STATE OF TEXAS
COUNTY OF HIDALGO

KNOW ALL MEN BY THESE PRESENTS:

I, KURT SCHUMACHER, A REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF TEXAS, HEREBY CERTIFY THAT THIS PLAT IS TRUE AND CORRECTLY MADE AND PREPARED FROM AN ACTUAL SURVEY OF THE PROPERTY MADE UNDER MY SUPERVISION ON THE GROUND ON _____ UNDER MY DIRECTION.

_____
KURT SCHUMACHER, R.P.L.S.
REG. PROFESSIONAL LAND SURVEYOR # 6333
FIRM #_____
900 S. STEWART, SUITE 13
MISSION, TEXAS 78752

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 DISTRIT ADOPTED UNDER TEXAS WATER CODE 49.211(C). THE DISTRICT HAS NOT REVIEWED AND DOES NOT CERTIFY THAT THE DRAINAGE STRUCTURES DESCRIBED ARE APPROPIATE FOR THE SPECIFIC SUBDIVISION BASED ON GENERALLY ACCEPTED ENGINEERING CRITERIA. IT IS THE RESPONSABILITY OF THE DEVELOPER AND HIS ENGINEER TO MAKE THEIR DETERMINATIONS.

HIDALGO COUNTY DRAINAGE DISTRICT NO. 1

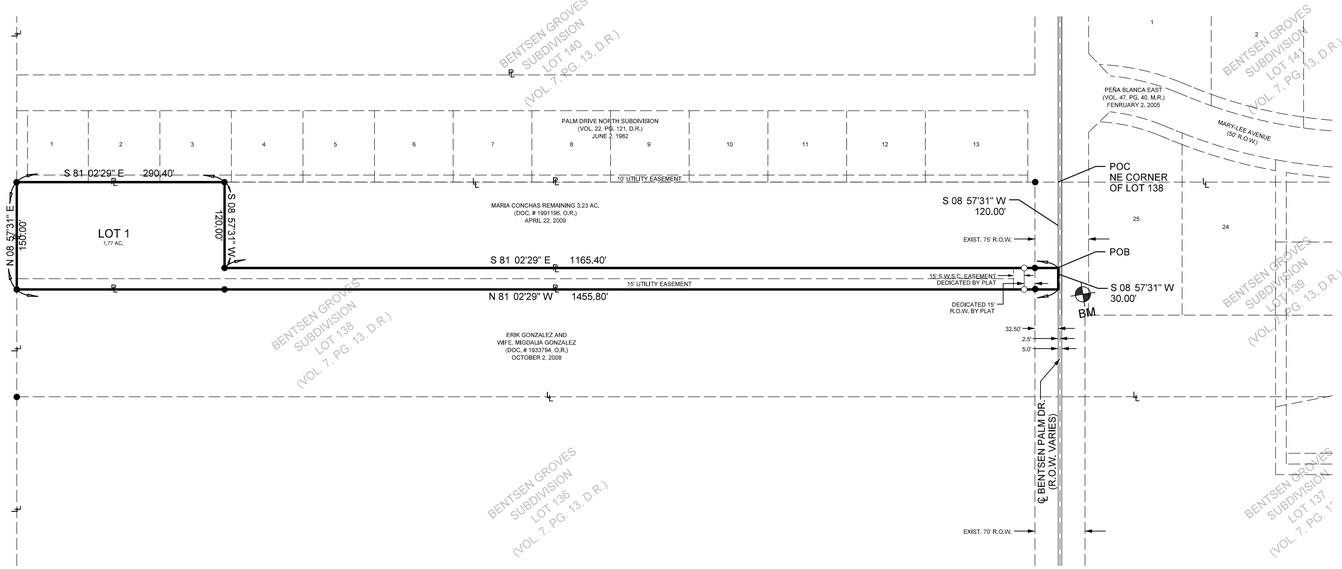
_____ _____
RAUL E. SESIN, P.E., C.F.M. DATE

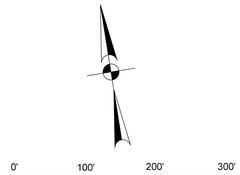
THIS PLAT IS HEREBY APPROVED BY THE HIDALGO COUNTY IRRIGATION DISTRICT NO. 6 ON THIS THE _____ DAY OF _____ 20___.

NO IMPROVEMENTS OF ANY KIND (INCLUDING WITHOUT LIMITATION TREES, FENCES AND BUILDINGS) SHALL BE PLACED UPON IRRIGATION DISTRICT No. 6 RIGHT OF WAYS OR EASEMENTS. APPROVAL OF THIS PLAT DOES NOT RELEASE ANY RIGHTS THAT THE DISTRICT MAY HAVE WHETHER SHOWN OR NOT.

ATTIEST: _____
PRESIDENT

_____
SECRETARY





LEGEND:

- CHAIN LINK FENCE
- SET # 5/8" IRON ROD WITH PLASTIC CAP STAMPED "ROWSS PROP. COR."
- FOUND IRON ROD
- WOOD FENCE

LOCATION MAP
SCALE: 1:2000

METES AND BOUNDS

BEING A 1.80 OF AN ACRE TRACT OF LAND, SITUATED IN PORCION 50, OUT OF THE NORTH HALF OF LOT 138, BENTSEN GROVES SUBDIVISION, AS RECORDED IN VOLUME 7, PAGE 13, OF THE MAP RECORDS, HIDALGO COUNTY, TEXAS, AND OUT OF A CALLED 5.0 ACRE TRACT OF LAND CONVEYED BY FINAL DECREE OF DIVORCE, DATED APRIL 22, 2009, TO MARIA CONCHAS, AS DESCRIBED IN DOCUMENT NO. 1991196 OF THE OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS, SAID 1.80 OF AN ACRE TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS;

COMMENCING AT THE NORTHEAST CORNER OF SAID LOT 138;

1) THENCE, WITH THE BENTSEN PALM DRIVE AND THE EAST LINE OF SAID 5.0 ACRE TRACT OF LAND, S 08°57'31" W A DISTANCE OF 120,00 TO A MAG NAIL SET FOR A CORNER AND THE **POINT OF BEGINNING** OF THIS HEREIN DESCRIBED TRACT OF LAND;

2) THENCE, CONTINUING WITH BENTSEN PALM DRIVE AND THE EAST LINE OF SAID LOT 138, S 08°57'31" W A DISTANCE OF 30,00 FEET TO A MAG NAIL SET FOR THE SOUTHEAST CORNER OF THIS HEREIN DESCRIBED TRACT OF LAND;

3) THENCE, DEPARTING BENTSEN PALM DRIVE, ACROSS AND THROUGH SAID LOT 138 WITH THE NORTH LINE OF A CALLED 5.0 ACRE TRACT OF LAND CONVEYED TO ERIK GONZALEZ, DATED OCTOBER 2, 2008, AS DESCRIBED IN DOCUMENT NO. 1933794 OF THE OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS, N 81°02'29" W, AT A DISTANCE OF 32,50 FEET PASSING A ½" IRON ROD FOUND FOR THE WEST RIGHT OF WAY LINE OF BENTSEN PALM DRIVE, AT A DISTANCE OF 47,50 FEET PASSING A 5/8"IRON PIN WITH PLASTIC CAP STAMPED "ROWSS PROP. COR." SET FOR THE WEST PROPOSED RIGHT OF WAY LINE OF BENTSEN PALM DRIVE, CONTINUING A TOTAL DISTANCE OF 1455,80 FEET TO A ½"IRON ROD FOUND FOR THE SOUTHWEST CORNER OF THIS HEREIN DESCRIBED TRACT OF LAND;

4) THENCE, WITH THE WEST LINE OF SAID LOT 138, N 08°57'31" E A DISTANCE OF 150,00 FEET TO A ½" IRON PIN FOUND FOR THE SOUTHWEST CORNER OF PALM DRIVE NORTH SUBDIVISION, AS RECORDED IN VOL. 22, PG. 121, OF THE MAP RECORDS, HIDALGO COUNTY, TEXAS, FOR THE NORTHWEST CORNER OF THIS HEREIN DESCRIBED TRACT OF LAND;

5) THENCE, WITH THE NORTH LINE OF SAID LOT 138 AND THE SOUTH LINE OF SAID PALM DRIVE NORTH SUBDIVISION, S 81°02'29" E, A DISTANCE OF 290,40 FEET TO A ½" IRON PIN FOUND FOR A CORNER;

6) THENCE, DEPARTING THE SOUTH LINE OF SAID PALM DRIVE NORTH SUBDIVISION, S 08°57'31" W A DISTANCE OF 120,00 FEET TO A ½"IRON PIN FOUND FOR A CORNER OF THIS HEREIN DESCRIBED TRACT OF LAND;

7) THENCE, S 81°02'29" E, AT A DISTANCE OF 1117,90 FEET PASSING A 5/8"IRON PIN WITH PLASTIC CAP STAMPED "R.O.W. PROP. COR."SET IN THE WEST PROPOSED RIGHT OF WAY LINE OF BENTSEN PALM DRIVE, AT A DISTANCE OF 1132,60 FEET PASS A ½"IRON PIN FOUND IN THE EXISTING WEST RIGHT OF WAY LINE OF BENTSEN PALM DRIVE, CONTINUING A TOTAL DISTANCE OF 1165,40 FEET TO THE **POINT OF BEGINNING** AND BEING A 1,80 OF AN ACRE TRACT OF LAND.

BEARING BASIS, TEXAS COORDINATE SYSTEM, SOUTH ZONE, NORTH AMERICAN DATUM 1983.

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

GENERAL NOTES:

1. THIS PROPERTY IS LOCATED IN FLOOD ZONE C- AREAS OF MINIMAL FLOODING AS PER COMMUNITY PANEL NO. 480334 0400 C, REVISED NOVEMBER 16, 1982.

2. MINIMUM BUILDING SETBACK LINES:
FRONT SETBACK: 1,140.00'
SIDE SETBACK: 6.00' OR EASEMENT WHICHEVER IS GREATER
REAR SETBACK: 15.00' OR EASEMENT WHICHEVER IS GREATER

3. NO MORE THAN ONE SINGLE FAMILY DETACHED DWELLING SHALL BE LOCATED ON THE LOT, THIS MUST BE STIPULATED ON ALL DEEDS AND CONTRACTS FOR DEEDS.

4. NO COMMERCIAL USE SHALL BE ALLOWED ON LOT 1,

5. MINIMUM FINISHED FLOOR ELEVATION SHALL BE 24" ABOVE TOP OF CURB OR 24" ABOVE NATURAL GROUND, WHICHEVER IS GREATER.

6. THE FOLLOWING BENCHMARKS ARE IDENTIFIED ON THE FACE OF THE PLAT AND ON THE ATTACHED ENGINEERING PLANS.

BM-1 IS A SET 5/8" IRON PIN WITH PLASTIC CAP "ROWSS CONTROL"
ALONG THE EAST ROW LINE OF BENTSEN PALM DR.
N= 16620593,5970
E= 1028280,2400
ELEV.= 174.37

7. IN ACCORDANCE WITH THE HIDALGO COUNTY DRAINAGE DISTRICT NO. 1 A TOTAL OF 1,616 CUBIC FEET 0.037 ACRE-FEET OF DETENTION IS REQUIRED FOR THIS SUBDIVISION.

8. NO STRUCTURE SHALL BE PERMITTED OVER ANY EASEMENT, EASEMENTS SHALL BE KEPT CLEAR OF BUILDINGS, SHEDS, SHRUBS TREES, AND OTHER PLANTINGS (EXCEPT LOW, LESS THAN 18 INCHES MATURE HEIGHT, GROUND COVER, GRASS, OR FLOWERS) AND OTHER OBSTRUCTIONS THAT WOULD INTERFERE WITH THE OPERATIONS AND MAINTENANCE OF THE EASEMENT.

9. EACH PURCHASE CONTRACT MADE BETWEEN A SUBDIVIDER AND PURCHASER OF A LOT IN THIS SUBDIVISION SHALL CONTAIN A STATEMENT DESCRIBING HOW AND WHEN WATER, SEWER, ELECTRICITY, AND GAS SERVICES WILL BE MADE AVAILABLE TO THE SUBDIVISION.

10. ALL PUBLIC UTILITIES EASEMENTS DEDICATED BY THIS PLAT SHALL BE A MINIMUM WIDTH OF 15.00 FEET AS PER THE HIDALGO COUNTY MODEL SUBDIVISION RULES. BY SIGNING THIS PLAT, DEVELOPER AND ENGINEER CERTIFY THAT ALL OTHER EASEMENTS SHOWN COMPLY WITH THE SIZE REQUIRED BY EACH UTILITY PROVIDER OCCUPYING AN EASEMENT.

11. 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 LOT.

A. OSSF SYSTEM IS BEING DESIGNED FOR DISPOSAL OF DOMESTIC SEWERAGE ONLY.

B. EACH LOT ON THIS PLAT COMPLIES WITH THE MINIMUM 21,780 SQUARE FEET LOT AREA WITH POTABLE WATER SUPPLY.

C. OSSF SYSTEM SHALL REQUIRE INSPECTION AND APPROVAL BY HIDALGO COUNTY AUTHORIZED DEPARTMENT

D. SOIL ANALYSIS HAVE BEEN SUBMITTED TO THE AUTHORIZED HIDALGO COUNTY DEPARTMENT AND EXCERPTS MAY BE ALSO SEEN ON THE UTILITY LAYOUT FOR THIS SUBDIVISION AS SUBMITTED TO THE HIDALGO COUNTY PLANNING DEPARTMENT. THE ENGINEER HAS DETERMINED THAT THE SOIL IS SUITABLE FOR A STANDARD SEPTIC TANK AND ABSORPTIVE DRAINFIELD SYSTEM.

E. APPROVED "OSSF" PERMIT APPLICATION IS REQUIRED INCLUDING INDIVIDUAL LOT PLANNING MATERIALS PRIOR TO OCCUPYING A LOT.

12. THERE ARE NO WATER WELLS WITHIN 150 FEET FROM THE BOUNDARIES ON THIS SUBDIVISION.

13. MARIA CONCHAS, THE OWNER & SUBDIVIDER OF CONCHAS SUBDIVISION, RETAINS A BLANKET EASEMENT UPON EACH LOT FOR THE PURPOSE OF INSTALLING AN APPROVED OSSF ON THE LOT AS DESCRIBED ON SHEET NO.2 OF THIS PLAT.

LOCATION DESCRIPTION

CONCHAS SUBDIVISION IS LOCATED WITHIN HIDALGO COUNTY PRECINCT No. 3 IN THE WEST SIDE OF HIDALGO COUNTY, APPROXIMATE 950 FT SOUTH OF THE INTERSECTION OF MILE 3 (FM 1924) AND BENTSEN PALM DR. THE ONLY NEARBY MUNICIPALITY IS THE CITY MISSION, ACCORDING TO THE OFFICIAL MAP IN THE CITY OFFICE OF PLANNING AND ZONING (POPULATION 81,500), CONCHAS SUBDIVISION LIES APPROXIMATELY ½ MILE FROM THE CITY LIMITS OF MISSION AND IS WITHIN THE CITY'S 0 TO 3½ MILE EXTRATERRITORIAL JURISDICTION (ETJ) UNDER LOCAL GOVERNMENT CODE 42.021 AND 212.001.

REVISION NOTES

No.	SHEET	REVISION	DATE	APPROVED
1				

PRINCIPAL CONTACTS:

	NAME	ADRESS	CITY & ZIP	PHONE	FAX
OWNER:	MARIA CONCHAS	4119 N. BENTSEN PALM DR.	MISSION, TEXAS 78574	(956) 270-1342	
ENGINEER:	JULIO C. CERDA, P.E.	900 S. STEWART, STE. 13	MISSION, TEXAS 78572	(956) 424-3335	(956) 583-7116
SURVEYOR:	KURT SCHUMACHER, R.P.L.S.	900 S. STEWART, STE. 13	MISSION, TEXAS 78572	(956) 424-3335	(956) 583-7116

SOUTH TEXAS INFRASTRUCTURE GROUP
900 S. STEWART, SUITE 13
MISSION, TEXAS 78572
PH: (956) 424-3355
FAX: (956) 583-7116
TBPE REG. # 1500

SOUTH TEXAS INFRASTRUCTURE GROUP

CONCHAS SUBDIVISION

BEING A 1.80 OF AN ACRE TRACT OF LAND, SITUATED IN PORCION 50, OUT OF THE NORTH HALF OF LOT 138, BENTSEN GROVES SUBDIVISION, AS RECORDED IN VOLUME 7, PAGE 13, OF THE MAP RECORDS, HIDALGO COUNTY, TEXAS.

WATER AND SEWER ENGINEERING REPORT

WATER SUPPLY (DESCRIPTION, COST, AND OPERABILITY DATE:

CONCHAS SUBDIVISION WILL BE PROVIDED WITH POTABLE WATER BY THE SHARYLAND WATER SUPPLY CORPORATION (S.W.S.C.). THE SUBDIVIDER AND S.W.S.C. HAVE ENTERED INTO A CONTRACT IN WHICH S.W.S.C. HAS PROMISED TO PROVIDE SUFFICIENT WATER TO THE SUBDIVISION FOR AT LEAST 30 YEARS AND S.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.
CONCHAS SUBDIVISION ONLY HAS ONE LOT. S.W.S.C. HAS AN EXISTING 4"DIAMETER WATER LINE RUNNING ALONG THE WEST SIDE OF THE RIGHT-OF-WAY OF BENTSEN PALM DR. THE EXISTING WATER SYSTEM FOR CONCHAS SUBDIVISION CONSISTS OF AN EXISTING 4" DIAMETER LINE. FROM THE EXISTING 4", A ¾"DIAMETER SINGLE SERVICE LINE RUNS TO LOT 1 BEFORE GOING TO THE WATER METER BOX FOR THE LOT. THE 4"LINE, THE ¾"SINGLE SERVICE LINE AND THE METER BOX HAVE ALREADY BEEN INSTALLED, AT A TOTAL OF $500.00. IN ADDITION THE SUBDIVIDER HAS PAID S.W.S.C. THE SUM OF $2,135.00, WHICH COVERS THE COST OF THE 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 LOT IN THE SUBDIVISION TO S.W.S.C. UPON REQUEST BY THE LOT OWNER, S.W.S.C. WILL PROMPTLY INSTALL AT NO CHARGE THE WATER METER FOR LOT 1. THE ENTIRE WATER FACILITIES HAVE BEEN APPROVED AND ACCEPTED BY S.W.S.C. AND SAID DISTRIBUTION SYSTEM OPERABLE AS OF THE DATE OF THE RECORDING OF THE PLAT.

SEWAGE FACILITIES: DESCRIPTION, COSTS, AND OPERABILITY DATE

SEWAGE FROM CONCHAS SUBDIVISION WILL BE TREATED BY INDIVIDUAL ON-SITE SEWAGE FACILITIES ("OSSF") CONSISTING OF A STANDARD DESIGN DUAL COMPARTMENT SEPTIC TANK AND DRAIN FIELD ON LOT 1. THE UNDERSIGNED PROFESSIONAL ENGINEER HAS EVALUATED THE SUITABILITY OF THE SUBDIVISION SITE FOR OSSF AND SUBMITTED A REPORT CONCLUDING 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:

LOT ONE IS AT LEAST ¾ACRE 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 GROUNDWATER OR A RESTRICTIVE LAYER WITHIN 24"OR BOTTOM OF THE PROPOSED EXCAVATIONS. THE SUBDIVISION DRAINS WELL.
THE COST TO INSTALL A SEPTIC SYSTEM ON AN INDIVIDUAL LOT IS $1,500.00, INCLUDING THE COST FOR THE REQUIRED PERMIT AND LICENSE. THE HIDALGO COUNTY HEALTH DEPARTMENT HAS INSPECTED AND APPROVED THE INSTALLATION OF ONE OSSF ON 06/02/2016

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 $500.00
SEWAGE FACILITIES- SEPTIC SYSTEM IS ESTIMATED TO COST $1,500.00.

JULIO C. CERDA, P.E. — DATE

REPORTE DE INGENIERIA DE AGUA Y DRENAJE

WATER SUPPLY (DESCRIPCIÓN, GASTOS Y FECHAS DE INICIO):

LA SUBDIVISIÓN CONCHAS RECIBIRÁSU PROVISIÓN DE AGUA DE SHARYLAND WATER SUPPLY CORPORATION (S.W.S.C.). EL DUEÑO DE LA SUBDIVISIÓN Y S.W.S.C. HAN FIRMADO UN CONTRATO POR EL CUAL LA SUBDIVISIÓN RECIBIRÁSU PROVISIÓN DE AGUA POR LOS PRÓXIMOS 30 AÑOS. S.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.
LA SUBDIVISIÓN CONCHAS SOLAMENTE TIENE UN LOTE. EL SISTEMA DE PROVISIÓN DE AGUA PARA LA SUBDIVISIÓN CONSISTE DE UN CONDUCTO DE AGUA DE 4 PULGADAS QUE PASA POR EL LADO OESTE DEL DERECHO DE VÍA (RIGHT OF WAY) DE LA CARRETERA BENTSEN PALM. EL SISTEMA DE PROVISIÓN DE AGUA DE LA SUBDIVISIÓN CONCHAS CONSISTE DE UN CONDUCTO SENCILLO DE ¾DE PULGADA DE DIÁMETRO. EL CONDUCTO DE ¾DE PULGADA DE DIÁMETRO Y EL MEDIDOR MECÁNICO DE AGUA TIENEN UN COSTO DE $500.00. EL DUEÑO DE LA SUBDIVISIÓN TAMBIÉN LE HA PAGADO A LA COMPAÑÍA S.W.S.C. $2,135.00, ESTE COSTO INCLUYE EL COSTO DE LA INSTALACIÓN DEL MEDIDOR Y LOS GASTOS DE CONEXIÓN. CUANDO EL DUEÑO DEL LOTE SOLICITE UN MEDIDOR, LA COMPAÑÍA S.W.S.C. LO INSTALARÁSIN ALGÚN GASTO AL DUEÑO. EL SISTEMA DE AGUA ESTARÁEN 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 INSTALARÁUNA FOSA SÉPTICA EN EL 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.

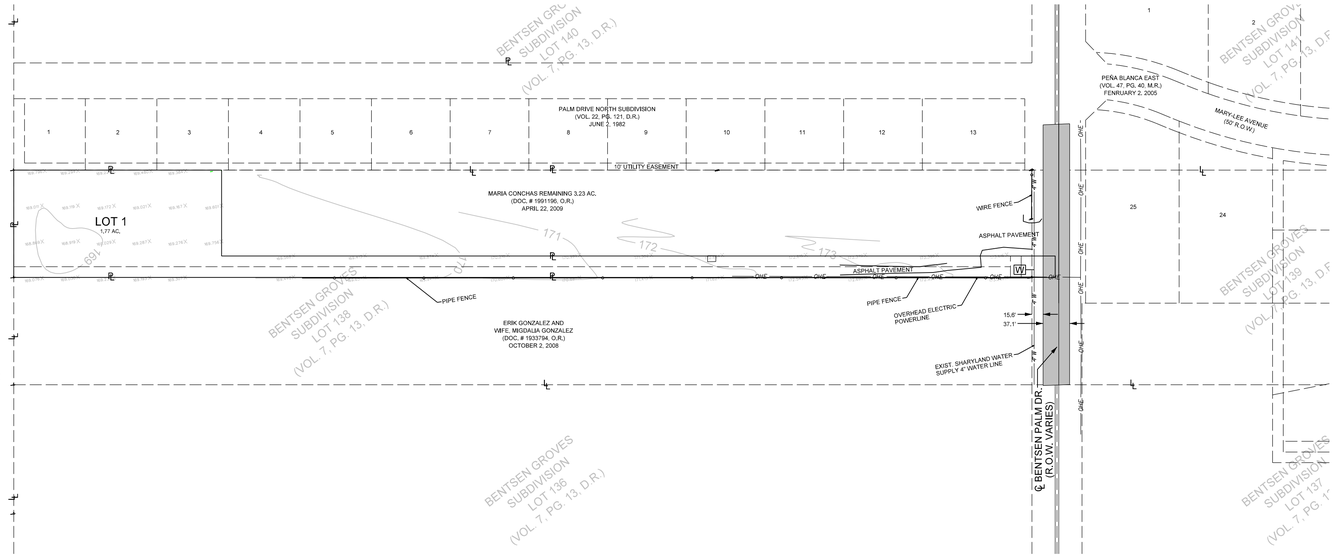
REPORTE DE EVALUACION DE SUELO:

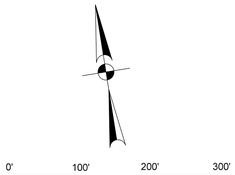
LOTE 1 MIDE MÁS DE MEDIO ACRE. SE HICIERON DOS EXCAVACIONES DE EVALUACIÓN EN LUGAR OPUESTOS EN LA SUBDIVISIÓN (EXCAVACIONES ADICIONALES NO FUERON NECESARIAS PORQUE EL TERRENO EN ESTA ÁREA ES SIGNIFICANTEMENTE UNIFORME). EL TERRENO ES UNIFORME (TERRENO ARCILLOSO Y SUELO FRANCO) Y SE EXTIENDE A 36 PULGADAS BAJO TODAS LAS EXCAVACIONES PROPUESTAS. NO EXISTE EVIDENCIA DE AGUA 24 PULGADAS MÁS ARRIBA DE LO MÁS BAJO DE LAS EXCAVACIONES PROPUESTAS. EL AGUA EN ÉSTA ÁREA FLUYE BIEN.
EL COSTO TOTAL PARA LA INSTALACIÓN DE UN SISTEMA INDIVIDUAL DE FOSA SÉPTICA ES DE $1,500.00 DÓLARES, INCLUYENDO EL COSTO DEL PERMISO REQUERIDO Y LICENCIA. EL DEPARTAMENTO DE SALUBRIDAD DEL CONDADO DE HIDALGO HA INSPECCIONADO Y HA APROBADO LA INSTALACIÓN DE LA FOSA SÉPTICA DESDE 06/02/2016.

CERTIFICACION:

CON MI FIRMA, CERTIFICO QUE LOS SERVICIOS Y SISTEMAS DE AGUA Y DRENAJE, DESCRITOS EN ESTE DOCUMENT CUMPLEN CON LAS REGLAS GOBERNANDO LAS SUBDIVISIONES, ADOPTADAS EN LA SECCIÓN 16.343 DEL TEXAS WATER CODE (CÓDIGO DE AGUA DE TEXAS). CERTIFICO QUE LOS GASTOS PARA INSTALAR LOS SITEMAS DE AGUA Y DRENAJE SON:
AGUA- EL SISTEMA/SERVICIO DE AGUA SERAINSTALADO Y COMPLETAMENTE CONSTRUIDO MENOS EL MEDIDOR MECÁNICO DE AGUA QUE COSTAR UN TOTAL DE $500.00.
DRENAJE- SE ESTIMA QUE LA FOSA SÉPTICA COSTARA $1,500.00.

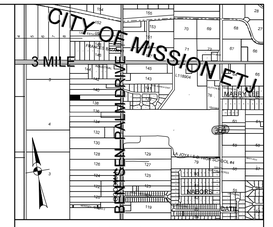
JULIO C. CERDA, P.E. — DATE





LEGEND:

- CHAIN LINK FENCE
- SET # 5/8" IRON ROD WITH PLASTIC CAP STAMPED "ROWSS PROP. COR."
- FOUND IRON ROD
- WOOD FENCE
- EXISTING PAVEMENT
- PROPOSED WATER METER [W]



LOCATION MAP
SCALE: 1:2000

DRAINAGE REPORT

BEING 1.80 OF AN ACRE TRACT OF LAND, SITUATED IN PORCION 50, OUT OF LOT 138, BENTSEN GROVES SUBDIVISION, AS RECORDED IN VOLUME 7, PAGE 13, OF THE MAP RECORDS, HIDALGO COUNTY, TEXAS, AND OUT OF A CALLED 5 AC. TRACT CONVEYED BY FINAL DECREE OF DIVORCE, DATED APRIL 22, 2009, TO MARIA CONCHAS, AS DESCRIBED IN DOCUMENT NO. 1991196 OF THE OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS. THIS SUBDIVISION IS LOCATED APPROXIMATELY 1,000 FEET SOUTH OF THE INTERSECTION OF MILE 3 AND BENTSEN ROAD, WITHIN THE ETJ OF THE CITY OF MISSION. THIS WILL BE A 1 LOT RESIDENTIAL SUBDIVISION.

FLOOD PLAIN

THE PROPERTY IS IN ZONE "C", AREAS OF MINIMAL FLOODING AS PER COMMUNITY PANEL NO. 480334 0400 C, REVISED NOVEMBER 16, 1982.

SOIL CONDTIONS

ACCORDING TO THE SOIL SURVEY REPORT PREPARED FOR HIDALGO COUNTY BY THE U.S.D.A. SOIL CONSERVATION SERVICE, 100% OF THE SITE CONSISTS OF HIDALGO FINE SANDY LOAM, WITH 0 TO 1 PERCENT SLOPES, AND 25% CONSISTS OF HIDALGO FINE SANDY LOAM, WITH 1 TO 3 PERCENT SLOPES. THESE SOILS ARE WELL DRAINED, SURFACE RUNOFF IS NEGLIGIBLE, PERMEABILITY IS MODERATELY HIGH TO HIGH, AND THE WATER CAPACITY IS HIGH. THIS SOIL IS LISTED IN HYDROLOGIC GROUP B. SEE APPENDIX C.

EXISTING CONDITIONS

THE SUBJECT TRACT IS CURRENTLY UNDEVELOPED. TOPOGRAPHIC ELEVATIONS OBTAINED FROM THE SITE INDICATE THAT THE EXISTING TERRAIN HAS A VERY SLIGHT GRADE APPROXIMATELY (0-0.4%). IN ACCORDANCE WITH THE DRAINAGE POLICIES OF THE CITY OF MISSION AND COUNTY OF HIDALGO, THE RATIONALE METHOD, 10-YEAR FREQUENCY STORM EVENT WAS UTILIZED TO DETERMINE THE EXISTING STORM WATER RUNOFF FOR THIS SITE. THE TOTAL CONTRIBUTING 10-YEAR EXISTING STORM WATER RUNOFF FROM THIS SITE IS APPROXIMATELY 0.63 CFS FLOWING SOUTH AND WEST OF THIS PROPERTY

PROPOSED CONDITIONS

IN ACCORDANCE WITH THE CITY OF MISSION AND COUNTY OF HIDALGO DRAINAGE POLICY, THE PEAK RATE FOR RUNOFF FOR THIS DEVELOPMENT WILL BE MITIGATED TO THE EXISTING 10-YEAR STORM WATER RUNOFF. A TOTAL OF 1,616 CUBIC-FEET, OR 0.037 ACRE-FEET OF STORM WATER RUNOFF WILL BE REQUIRED TO BE DETAINED ON THE LOW SPOT GREEN AREAS ON THE WEST SIDE OF THE PROPERTY.

CERTIFICATION

BY MY SIGNATURE BELOW, I CERTIFY THAT THIS PROPERTY LIES IN FLOOD ZONE "C", AREAS OF MINIMAL FLOODING AS PER COMMUNITY PANEL NO. 480334 0400 C, REVISED NOVEMBER 16, 1982.

JULIO C. CERDA, P.E. — DATE

SUBDIVIDER CERTIFICATION:

BY COMPLETING THE IMPROVEMENTS DESCRIBED ON THE PLAT, SUBDIVIDER WILL COMPLY WITH MINIMUM STANDARDS AND THAT (a) WATER QUALITY AND CONNECTION INCLUDING WATER METER TO THE LOT MEET SUCH STANDARDS AND (b) SEPTIC TANK MEET OR WILL MEET SUCH STANDARDS AND WILL BE CONSTRUCTED IN ACCORDANCE WITH STATE AND COUNTY REGULATIONS.

SUBDIVIDER STATEMENT:

I MARIA CONCHAS SUBDIVIDER OF CONCHAS SUBDIVISION HEREBY CERTIFY SEWER PERMITS HAVE BEEN PAID AND ARE ON FILE WITH THE HIDALGO COUNTY HEALTH DEPARTMENT AND THAT AN ADEQUATE DRINKING WATER SOURCE IS IMMEDIATELY AVAILABLE TO EACH LOT OF THE TYPE, QUALITY & QUANTITY TO ENABLE EACH PERSON PURCHASING A LOT TO HAVE ADEQUATE WATER TO COMPLY WITH THE REGULATIONS AND THE LAWS OF THE STATE AS REQUIRED BY STATE AND COUNTY REGULATIONS.

MARIA CONCHAS — DATE

SATE OF TEXAS
COUNTY OF HIDALGO:

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED MARIA CONCHAS KNOWN TO ME BY THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME FOR PURPOSED AND CONSIDERATION THEREIN STATED, GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS THE:_____ DAY OF _____ 20_____.

NOTARY PUBLIC — DATE
MY COMSTUART EXPIRES_____

SUBDIVIDER CERTIFICATION:

BY COMPLETING THE IMPROVEMENTS DESCRIBED ON THE PLAT, SUBDIVIDER WILL COMPLY WITH MINIMUM STANDARDS AND THAT (a) WATER QUALITY AND CONNECTION INCLUDING WATER METER TO THE LOT MEET SUCH STANDARDS AND (b) SEPTIC TANK MEET OR WILL MEET SUCH STANDARDS AND WILL BE CONSTRUCTED IN ACCORDANCE WITH STATE AND COUNTY REGULATIONS.

SUBDIVIDER STATEMENT:

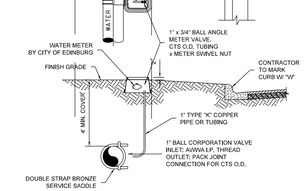
I MARIA CONCHAS SUBDIVIDER OF CONCHAS SUBDIVISION HEREBY CERTIFY SEWER PERMITS HAVE BEEN PAID AND ARE ON FILE WITH THE HIDALGO COUNTY HEALTH DEPARTMENT AND THAT AN ADEQUATE DRINKING WATER SOURCE IS IMMEDIATELY AVAILABLE TO EACH LOT OF THE TYPE, QUALITY & QUANTITY TO ENABLE EACH PERSON PURCHASING A LOT TO HAVE ADEQUATE WATER TO COMPLY WITH THE REGULATIONS AND THE LAWS OF THE STATE AS REQUIRED BY STATE AND COUNTY REGULATIONS.

MARIA CONCHAS — DATE

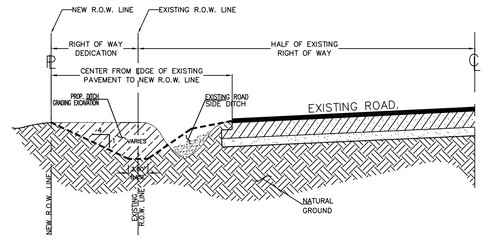
SATE OF TEXAS
COUNTY OF HIDALGO:

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED MARIA CONCHAS KNOWN TO ME BY THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME FOR PURPOSED AND CONSIDERATION THEREIN STATED, GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS THE:_____ DAY OF _____ 20_____.

NOTARY PUBLIC — DATE
MY COMSTUART EXPIRES_____



TYPICAL SINGLE WATER SERVICE CONNECTION



RECONSTRUCTION OF ROAD SIDE DITCH

PRINCIPAL CONTACTS:

	NAME	ADRESS	CITY & ZIP	PHONE	FAX
OWNER:	MARIA CONCHAS	4119 N. BENTSEN PALM DR.	MISSION, TEXAS 78574	(956) 270-1342	
ENGINEER:	JULIO C. CERDA, P.E.	900 S. STEWART, STE. 13	MISSION, TEXAS 78572	(956) 424-3335	(956) 583-7116
SURVEYOR:	KURT SCHUMACHER, R.P.L.S.	900 S. STEWART, STE. 13	MISSION, TEXAS 78572	(956) 424-3335	(956) 583-7116

SOUTH TEXAS INFRASTRUCTURE GROUP
900 S. STEWART, SUITE 13
MISSION, TEXAS 78572
PH: (956) 424-3355
FAX: (956) 583-7116
TBPE REG. # 1500

SOUTH TEXAS INFRASTRUCTURE GROUP

HIDALGO COUNTY
PLANNING DEPARTMENT

1304 SOUTH 25TH STREET
EDINBURG TEXAS 78539
Tel. 956-318-2840 Fax. 956-318-2844

T.J. Arredondo, CFM
Director of Planning

HIDALGO COUNTY COMMISSIONERS COURT MEETING

DATE: 6-07-2016

PROPOSED **EDUARDO'S NO. 13** SUBDIVISION, PRECINCT No. **3.**

ENGINEER: **QUINTANILLA, HEADLEY & ASSOCIATES** DEVELOPER: **ANICETO IZAGUIRRE**

☐ PRELIMINARY APPROVAL ☒ FINAL APPROVAL ☐ FINAL APPROVAL WITH FINANCIAL GUARANTEE ☐ WITH VARIANCE

NUMBER OF LOTS: **71** ☒ *SINGLE FAMILY ___ ☐ *MULTI-FAMILY ___ ☐ COMMERCIAL ___ ☐ INSTITUTIONAL

LOCATION DESCRIPTION: **EAST OF TROSPER ROAD APPROXIMATELY 1,000 FEET SOUTH OF MILE 4 NORTH ROAD.**

SUBDIVISION LIES WITHIN THE: ☒ *ETJ of* **MISSION** *and was approved by the P & Z and City Commission of said City*

DRAINAGE REPORT WAS APPROVED BY HCDD#1: ON **10-29-15** PROPERTY LIES WITHIN FLOOD ZONE: **" C "** AS PER FEMA.

DRAINAGE DESIGN: **STORM DRAINAGE PIPE SYSTEM DISCHARGING TO A REGIONAL DETENTION POND.**

ROAD R.O.W. DEDICATION: **20 FEET ONTO TROSPER RAOD.**

H.C.R.O.W. FINAL APPROVAL DATE: **5-17-16** By, **VICTOR GALLARDO, PCT. 3** R.O.W. AGENT

H.C.H.D. FINAL APPROVAL DATE: **N/A** By, **ELIZARDO "CHARDO" RAMOS** Environmental Health Division Manager

SEWER SYSTEM: ☒ SANITARY SEWER BY: **MISSION** LINE SIZE: **8"** LOCATION: **S.H. 107.**

WATER SERVICE PROVIDER: **SWSC** LINE SIZE: **6 "** LOCATION: **TROSPER ROAD**

H.C.O.E.C. FINAL APPROVAL DATE: **5-17-16** : 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: **1-05-2016**

STAFF RECOMMENDS:

☐ **Preliminary Approval** *subject to comments and future recommendations by planning, other departments and the approval of the City of* **Mission**.

☒ **Final Approval** *subject to recommendations other departments*

This subdivision plat has been reviewed and complies with the Hidalgo County Subdivision Rules,

* *Texas Water Development Board Model Subdivision Rules and The Texas Local Government Code.*

SUBDIVISION PLAT OF:

EDUARDO'S SUBDIVISION No 13

A 20.00 ACRE TRACT OF LAND BEING THE NORTH 10.00 ACRES OF LOT 35-5 AND THE SOUTH 10.00 ACRES OF LOT 36-5, WEST ADDITION TO SHARYLAND SUBDIVISION, HIDALGO COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN VOLUME 1, PAGE 56, MAP RECORDS, HIDALGO COUNTY, TEXAS, AND ACCORDING TO WARRANTY DEED RECORDED UNDER COUNTY CLERK'S DOCUMENT NUMBER 2659881, OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS,

METES AND BOUNDS

A 20.00 ACRE TRACT OF LAND BEING THE NORTH 10.00 ACRES OF LOT 35-5 AND THE SOUTH 10.00 ACRES OF LOT 36-5, WEST ADDITION TO SHARYLAND SUBDIVISION, HIDALGO COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN VOLUME 1, PAGE 56, MAP RECORDS, HIDALGO COUNTY, TEXAS, AND ACCORDING TO WARRANTY DEED RECORDED UNDER COUNTY CLERK'S DOCUMENT NUMBER 2659881, OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS, REFERENCED TO WHICH IS HERE MADE FOR ALL PURPOSES AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS.

BEGINNING AT A COTTON PICKER SPINDLE SET ON THE WEST LINE OF LOT 35-5 AND IN THE CENTERLINE OF TROSPER ROAD FOR THE NORTHWEST CORNER OF THE ENRIQUE SAMUEL CORONADO TRACT (THE SOUTH HALF OF THE NORTH HALF OF LOT 35-5, WEST ADDITION TO SHARYLAND SUBDIVISION, ACCORDING TO WARRANTY DEED WITH VENDOR'S LIEN RECORDED UNDER COUNTY CLERK'S DOCUMENT NUMBER 784408, OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS) AND THE SOUTHWEST CORNER OF THIS TRACT, SAID SPINDLE BEARS N 08°39' E, 990.00 FEET FROM THE SOUTHWEST CORNER OF LOT 35-5.

THENCE; N 08°39' E, ALONG THE WEST LINE OF LOTS 35-5 AND THE CENTERLINE OF TROSPER ROAD, PASSING A 1/2" IRON ROD FOUND AT 330.00 FEET FOR THE NORTHWEST CORNER OF LOT 35-5 AND THE SOUTHWEST CORNER OF LOT 36-5, AND CONTINUING ALONG THE WEST LINE OF LOT 36-5, A TOTAL DISTANCE OF 660.00 FEET TO A COTTON PICKER SPINDLE SET FOR THE SOUTHWEST CORNER OF BEULAH SUBDIVISION (RECORDED IN VOLUME 26, PAGE 136 A, MAP RECORDS, HIDALGO COUNTY, TEXAS) AND THE NORTHWEST CORNER OF THIS TRACT.

THENCE; S 81°21' E, ALONG THE SOUTH LINE OF BEULAH SUBDIVISION, PASSING A 3/4" IRON PIPE FOUND AT 20.00 FEET FOR THE EAST RIGHT OF WAY LINE OF TROSPER ROAD, PASSING AT 443.94 FEET THE SOUTHEAST CORNER OF BEULAH SUBDIVISION, THE SOUTHWEST CORNER OF THE JUAN MANUEL BENAVIDES TRACT (A 2.0 ACRE TRACT OUT OF LOT 35-5, WEST ADDITION TO SHARYLAND SUBDIVISION, ACCORDING TO WARRANTY DEED WITH VENDOR'S LIEN RECORDED UNDER COUNTY CLERK'S DOCUMENT NUMBER 341293, OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS), AND CONTINUING ALONG THE SOUTH LINE OF THE JUAN MANUEL BENAVIDES TRACT, THE SOUTH LINE OF THE ADOLFO ROSALES TRACT (A 2.0 ACRE TRACT OUT OF LOT 35-5, WEST ADDITION TO SHARYLAND SUBDIVISION, AND THE SOUTH LINE OF THE ROBERT A. DUBE TRACT (A TRACT OF LAND OUT OF LOT 36-5, WEST ADDITION TO SHARYLAND SUBDIVISION, ACCORDING TO WARRANTY DEED RECORDED UNDER COUNTY CLERK'S DOCUMENT NUMBER 283313, OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS), A TOTAL DISTANCE OF 1,320.00 FEET TO A 1/2" IRON PIPE FOUND ON THE EAST LINE OF LOT 36-5 FOR THE SOUTHEAST CORNER OF THE ROBERT A. DUBE TRACT AND THE NORTHEAST CORNER OF THIS TRACT.

THENCE; S 08°39' W, ALONG THE EAST LINE OF LOT 35-5 AND 36-5, A DISTANCE OF 660.00 FEET TO A 1/2" IRON ROD WITH CAP STAMPED RPLS 4856 SET FOR THE NORTHEAST CORNER OF THE ENRIQUE SAMUEL CORONADO TRACT AND THE SOUTHEAST CORNER OF THIS TRACT.

THENCE; N 81°21' W, ALONG THE NORTH LINE OF THE ENRIQUE SAMUEL CORONADO TRACT, PASSING A 1/2" IRON ROD WITH CAP STAMPED RPLS 4858 SET AT 1,300.00 FEET FOR THE EAST RIGHT OF WAY LINE OF TROSPER ROAD, A TOTAL DISTANCE OF 1,320.00 FEET TO THE POINT OF BEGINNING AND CONTAINING 20.00 ACRES OF LAND MORE OR LESS.

BEARINGS ARE IN ACCORDANCE WITH BEULAH SUBDIVISION, RECORDED IN VOLUME 26, PAGE 136 A, 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.

ALFONSO QUINTANILLA
R.P.L.S. No. 4856

8-8-15
DATE

STATE OF TEXAS
COUNTY OF HIDALGO

I, THE UNDERSIGNED, A LICENSED PROFESSIONAL ENGINEER IN THE STATE OF TEXAS, DO HEREBY CERTIFY THAT THE PROPER ENGINEERING CONSIDERATIONS HAVE BEEN GIVEN TO THIS PLAT.

ALFONSO QUINTANILLA P.E.
P.E. No. 95534

5-10-16
DATE

PLAT NOTES AND RESTRICTIONS:

1.– FLOOD ZONE DESIGNATION: ZONE "C"
AREAS OF MINIMAL FLOODING
COMMUNITY-PANEL NUMBER 480334 0400 C
EFFECTIVE DATE: NOVEMBER 16, 1982

CONSTRUCTION OF RESIDENTIAL HOUSING WITHIN ANY AREA OF THE SUBDIVISION THAT IS IN THE 100-YEAR FLOOD PLAIN IS PROHIBITED UNLESS THE HOUSING QUALIFIES FOR INSURANCE UNDER THE NATIONAL FLOOD INSURANCE ACT OF 1968 (42 U.S.C. SECTIONS 4001 THROUGH 4127).

2.– MINIMUM BUILDING SETBACKS:
FRONT:.....25.00 FEET
REAR:.....15.00 FEET
SIDE:.....6.00 FEET
CORNER SIDE ON TROSPER ROAD:.....20.00 FEET
CORNER SIDE:.....10.00 FEET
GARAGE FRONT:.....18.00 FEET
OR EASEMENT WHICHEVER IS GREATER ON ALL CASES.

3.– GENERAL NOTE FOR SINGLE FAMILY RESIDENTIAL:
NO MORE THAN ONE-SINGLE FAMILY DETACHED DWELLING SHALL BE LOCATED ON EACH LOT. NO COMMERCIAL USE SHALL BE ALLOWED ON ANY OF THE LOT
APPLICATIONS FOR CONSTRUCTION ARE REQUIRED PRIOR TO OCCUPYING THE LOT

4.– MINIMUM FINISH FLOOR NOTE:
MINIMUM FINISH FLOOR ELEVATION SHALL BE 18" ABOVE CENTERLINE OF THE STREET OR 18" ABOVE NATURAL GROUND, WHICHEVER IS GREATER.
ELEVATION CERTIFICATE MAY BE REQUIRED FOR LOTS LOCATED OUTSIDE A DESIGNATED FLOOD ZONE AT THE TIME FOR APPLICATION FOR CONSTRUCTION TO VERIFY PRE AND POST CONSTRUCTION FINISH FLOOR ELEVATIONS.
AN ELEVATION CERTIFICATE SHALL BE REQUIRED FOR ALL LOTS WITHIN A DESIGNATED FLOOD ZONE AT THE TIME FOR A DEVELOPMENT PERMIT APPLICATION.

5.– BENCHMARK NOTE:
THE FOLLOWING BENCHMARK IS IDENTIFIED ON THE FACE OF THE PLAT AND ON THE ATTACHED ENGINEERING PLANS.
B.M. No.1– ELEV=169.27 TOP OF RIM MANHOLE LOCATED 63 FEET SOUTH AND 15 FEET EAST FROM THE SOUTHWEST CORNER OF PROP. SUBD. NAVD 88 DATUM.
B.M. No.2– ELEV=168.15 TOP OF TOP "A" INLET LOCATED ON THE NORTH WEST CORNER OF LOT 64 OF THIS SUBDIVISION. NAVD 88 DATUM.

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 111,734.00 CUBIC -FEET 2.56 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

7.– NO STRUCTURE SHALL BE PERMITTED OVER ANY EASEMENT.
EASEMENTS SHALL BE KEPT CLEAR OF FENCES, BUILDINGS, SHEDS, SHRUBS TREES, AND OTHER PLANTINGS (EXCEPT LOW, LESS THAN 18 INCHES MATURE HEIGHT, GROUND COVER, GRASS, OR FLOWERS) AND OTHER OBSTRUCTIONS THAT WOULD INTERFERE WITH THE OPERATIONS AND MAINTENANCE OF THE EASEMENT.

8.– EACH PURCHASED CONTRACT MADE BETWEEN A SUBDIVIDER AND PURCHASER OF A LOT IN THIS SUBDIVISION SHALL CONTAIN A STATEMENT DESCRIBING HOW AND WHEN WATER, SEWER, ELECTRICITY AND GAS SERVICES WILL BE MADE AVAILABLE TO THE SUBDIVISION.

9.– THIS SUBDIVISION HAS SANITARY SEWER SERVICE FROM THE CITY OF MISSION.

10.– LEGEND • – DENOTES 1/2" IRON ROD SET WITH PLASTIC CAP STAMPED RPLS 4858, UNLESS OTHERWISE NOTED.

11.– ALL PUBLIC UTILITIES EASEMENTS DEDICATED BY THIS PLAT SHALL BE A MINIMUM WIDTH OF 15.00 FEET AS PER THE HIDALGO COUNTY MODEL SUBDIVISION RULES. BY SIGNING THIS PLAT DEVELOPER AND ENGINEER CERTIFY THAT ALL OTHER EASEMENTS SHOWN COMPLY WITH THE SIZE REQUIRED BY EACH UTILITY PROVIDER OCCUPYING AN EASEMENT.

12.– ALL LOTS SHALL HAVE A POST DEVELOPMENT FINISHED GRADE FROM THE REAR OF THE LOT TO THE CURB AND/OR ROADSIDE DITCH AT A 0.5 % SLOPE TO ACCOMPLISH POSITIVE DRAINAGE. THIS IS IN ACCORDANCE WITH HIDALGO COUNTY APPENDIX 5: COUNTY CONSTRUCTION SPECIFICATIONS 3.1.4.

13.– THE DEVELOPER SHALL BE RESPONSIBLE TO DETAIN AND ACCOMMODATE MORE THAN THE DETAINED VOLUME SHOW 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.

14.– 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).

15.– LOTS 1, 40, 41 AND 72 SHALL NOT HAVE ACCESS/DRIVEWAY ONTO TROSPER RD.

16.– REGIONAL DRAINAGE FACILITY (RDF) FOR THIS DEVELOPMENT SHALL BE DEDICATED TO H.C.D.D. No. 1 AS SHOWN ON THE PLAT. CONSTRUCTION SHALL BE IN ACCORDANCE WITH COUNTY AND H.C.D.D. No. 1 SPECIFICATIONS. H.C.D.D. No. 1 SHALL BE RESPONSIBLE FOR THE MAINTENANCE OF SAID RDF. NO FILL OR PERMANENT STRUCTURES SHALL BE ALLOWED WITHIN THE RDF EASEMENT.

UNITED IRRIGATION DISTRICT CERTIFICATION

THIS PLAT IS HEREBY APPROVED BY THE UNITED IRRIGATION DISTRICT ON THIS THE _____DAY OF _____, 20___.

NO IMPROVEMENTS OF ANY KIND (INCLUDING WITHOUT LIMITATION, TREES, FENCES, AND BUILDINGS) SHALL BE PLACED UPON UNITED IRRIGATION DISTRICT RIGHTS OF WAYS OR EASEMENTS. APPROVAL OF THIS PLAT DOES NOT RELEASE ANY RIGHTS THAT THE DISTRICT MY HAVE WHETHER SHOWN OR NOT.

ATTEST: _____ _____
PRESIDENT SECRETARY

INDEX TO SHEETS

SHEET 1
HEADING INDEX: LOCATION MAP AND ETJ; PRINCIPAL CONTACTS: MAP; LOT, STREETS, AND EASEMENT LAYOUT; DESCRIPTION (METES AND BOUNDS); ENGINEER'S & SURVEYOR'S CERTIFICATION; PLAT NOTES AND RESTRICTIONS; OWNER'S ACKNOWLEDGMENT; CITY APPROVAL CERTIFICATE; MAYOR'S CERTIFICATE, ADMINISTRATOR'S CERTIFICATE, COUNTY JUDGE SIGNATURE, PLANNING & ZONING CERTIFICATE, COUNTY CLERK'S RECORDING CERTIFICATE; H.C.D.D. No. 1 CERTIFICATION, UNITED IRRIGATION DISTRICT CERTIFICATION, REVISION NOTES.

SHEET 2.
ENGINEERING REPORT, INCLUDING DESCRIPTION OF WATER AND SANITARY SEWER AND ENGINEER'S CERTIFICATION (ENGLISH AND SPANISH VERSION), COUNTY CLERK'S RECORDING CERTIFICATE

SHEET 3.
DRAINAGE REPORT INCLUDING DESCRIPTION OF DRAINAGE AND MAP OF TOPOGRAPHY AND DRAINAGE, AND ENGINEERING CERTIFICATION: REVISION NOTES. COUNTY CLERK'S RECORDING CERTIFICATE

STATE OF TEXAS
COUNTY OF HIDALGO
OWNER'S DEDICATION, CERTIFICATION, AND ATTESTATION

I, ANICETO IZAGUIRRE MANAGER OF IZAGUIRRE REAL ESTATE HOLDINGS, LLC, AS OWNER OF THE 20.00 ACRES TRACT OF LAND ENCOMPASSED WITHIN THE PROPOSED EDURARDO'S SUBDIVISION No 13, 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 COUPLED 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 PROMDED 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.

Aniceto Izaguirre
ANICETO IZAGUIRRE MANAGER OF
IZAGUIRRE REAL ESTATE HOLDINGS, LLC
P.O. BOX 3372
MISSION, TEXAS 78573

5-10-16
DATE

STATE OF TEXAS
COUNTY OF HIDALGO

BEFORE ME, the undersigned notary public, on this day personally appeared ANICETO IZAGUIRRE MANAGER OF IZAGUIRRE REAL ESTATE HOLDINGS, LLC
proved to me through his Texas Department of Public Safety Driver License to be the person whose name is subscribed to the foregoing instrument, who, being by me first duly sworn, declared that the statements therein are true and correct and acknowledged that she executed the same for the purposed and consideration thereby expressed.

Given under my hand and seal of office this 10TH day of MAY, 2016.

ULIA A. QUINTANILLA
Notary Public, State of Texas
My Commission Expires
July 23, 2018.

ULIA A. QUINTANILLA– NOTARY PUBLIC

HIDALGO COUNTY
CERTIFICATE OF PLAT APPROVAL
UNDER LOCAL GOVERNMENT CODE § 232.028(a)

WE THE UNDERSIGNED CERTIFY that this plat of the EDUARDO'S SUBDMISION No 13 was reviewed and approved by the Hidalgo County Commissioners Court on _____.

Hidalgo County Judge — Date

ATTEST:
Hidalgo County Clerk — Date

APPROVED BY DRAINAGE DISTRICT:
HIDALGO COUNTY DRAINAGE DISTRICT NO. 1 HEREBY CERTIFIES THAT THE DRAINAGE PLANS FOR THIS SUBDIVISION COMPLY WITH THE MINIMUM STANDARDS OF THE DISTRICT ADOPTED UNDER THE TEXAS WATER CODE 49.211(C). THE DISTRICT HAS NOT REVIEWED AND DOES NOT CERTIFY THAT THE DRAINAGE STRUCTURES DESCRIBED ARE APPROPRIATE FOR THE SPECIFIC SUBDIVISION BASED ON GENERALLY ACCEPTED ENGINEERING CRITERIA. IT IS THE RESPONSIBILITY OF THE DEVELOPER AND HIS ENGINEER TO MAKE THEIR DETERMINATIONS.

HIDALGO COUNTY DRAINAGE DISTRICT NO. 1

RAUL SESIN, P.E., C.F.M. — DATE
GENERAL MANAGER

CITY OF MISSION
CERTIFICATE OF APPROVAL

UNDER LOCAL GOVERNMENT CODE 212.0115(B), WE THE UNDERSIGNED CERTIFY THAT THIS PLAT OF EDUARDO'S SUBDIVISION No 13 WAS REVIEWED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF MISSION.

MAYOR OF CITY OF MISSION — DATE

ATTEST:
CITY SECRETARY — DATE

PLANNING & ZONING
COMMISSION CERTIFICATION

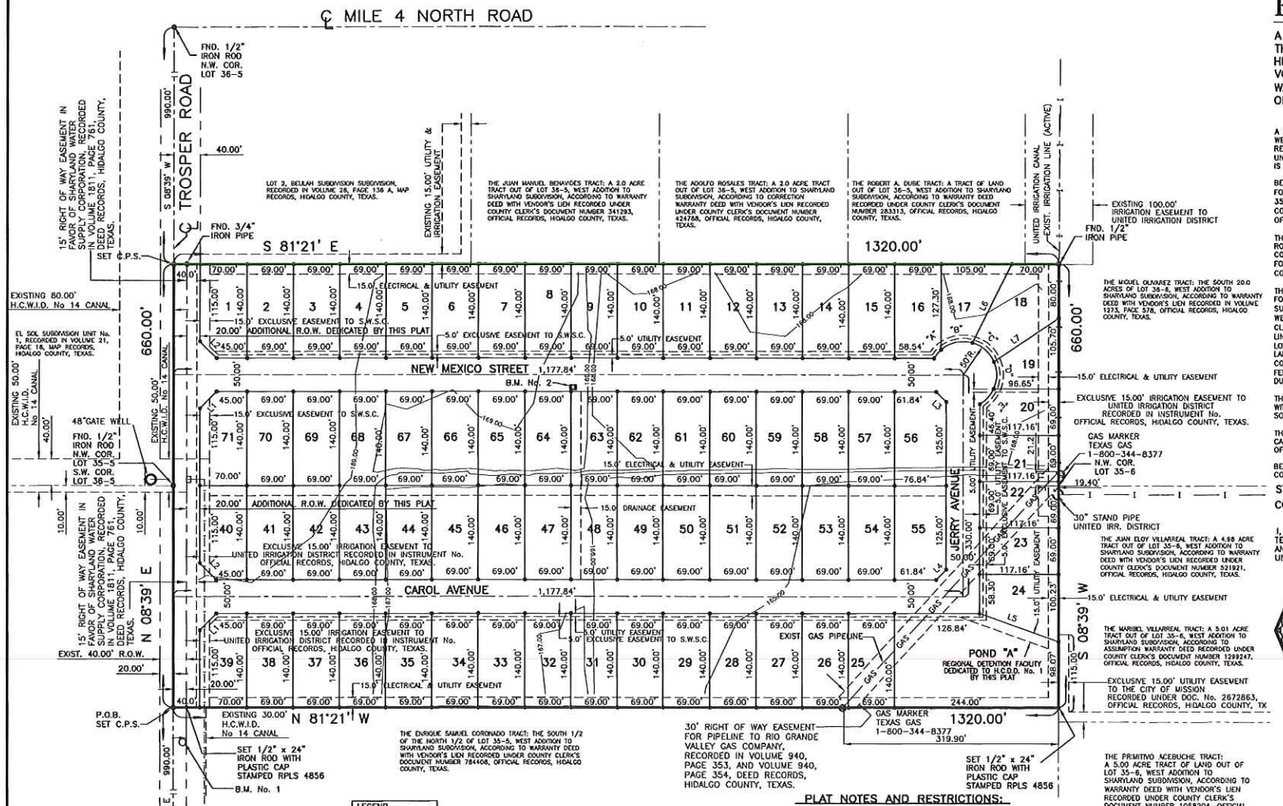
"I, the undersigned, Chairperson of the Planning and Zoning Commission of the City of Mission, hereby certify that this subdivision plat known as EDUARDO'S SUBDIVISION No 13 conforms to all requirements of the Subdivision Regulations of this City wherein my approval is required and has been approved for recording on the _____ day of _____, 20___."

CHAIRPERSON–PLANNING & ZONING COMMISSION

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



CURVE DATA

CURVE	DELTA	RADIUS	LENGTH
"A"	18°56'45"	50.00'	16.53'
"B"	57°00'20"	50.00'	49.75'
"C"	51°05'03"	50.00'	44.58'
"D"	47°25'10"	50.00'	41.38'
"E"	35°32'43"	50.00'	31.02'

LINE TABLE

LINE	BEARING	LENGTH
L1	N 53°39' E	35.36'
L2	N 36°21' W	35.36'
L3	S 36°21' E	21.21'
L4	S 53°39' W	21.21'
L5	S 61°39'33" E	124.44'
L6	S 35°11'55" W	130.71'
L7	N 64°22'56" E	116.31'

AREAS TABLE

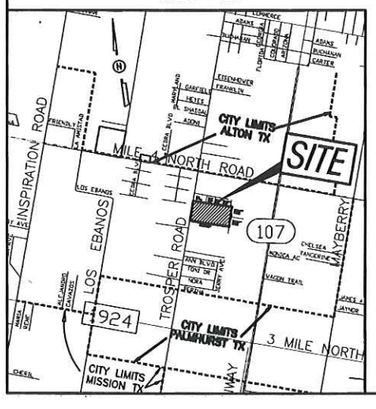
LOT	AREA (S.F.)
1	9,487.50
2-15	9,660.00
16	9,586.05
17	8,908.00
18	11,517.85
19	6,908.91
20	7,803.50
21 THRU 23	8,084.14
24	9286.86
25 THRU 38	9,660.00
39	9,487.50
40	9660.00
41 THRU 54	9,660.00
55 & 56	10,644.90
57 THRU 70	9,660.00
71	9,487.50

REVISION NOTES

No.	Sheet	REVISION	Date	Approved

LOCATION MAP

SCALE: 1" = 4000'



LOCATION OF SUBDIMISION WITH RESPECT TO THE EXTRATERRITORIAL JURISDICTION OF A MUNICIPALITY:

EDUARDO'S SUBDIVISION No 13 IS LOCATED IN SOUTHWEST HIDALGO COUNTY ON THE EAST SIDE OF TROSPER ROAD, APPROXIMATELY 990 FEET SOUTH OF MILE 4 NORTH ROAD. THE ONLY NEARBY MUNICIPALITY IS THE CITY OF MISSION. ACCORDING TO THE OFFICIAL MAP IN THE OFFICE OF THE SECRETARY OF THE CITY OF MISSION (POPULATION 77,058), EDUARDO'S SUBDIVISION No 13 LIES APPROXIMATELY 1.22 MILES FROM THE CITY LIMITS AND IT IS WITHIN THE CITY'S TWO-MILE EXTRA-TERRITORIAL JURISDICTION (ETJ) UNDER LOCAL GOVERNMENT CODE § 42.021. IT LIES IN PCT. 4.

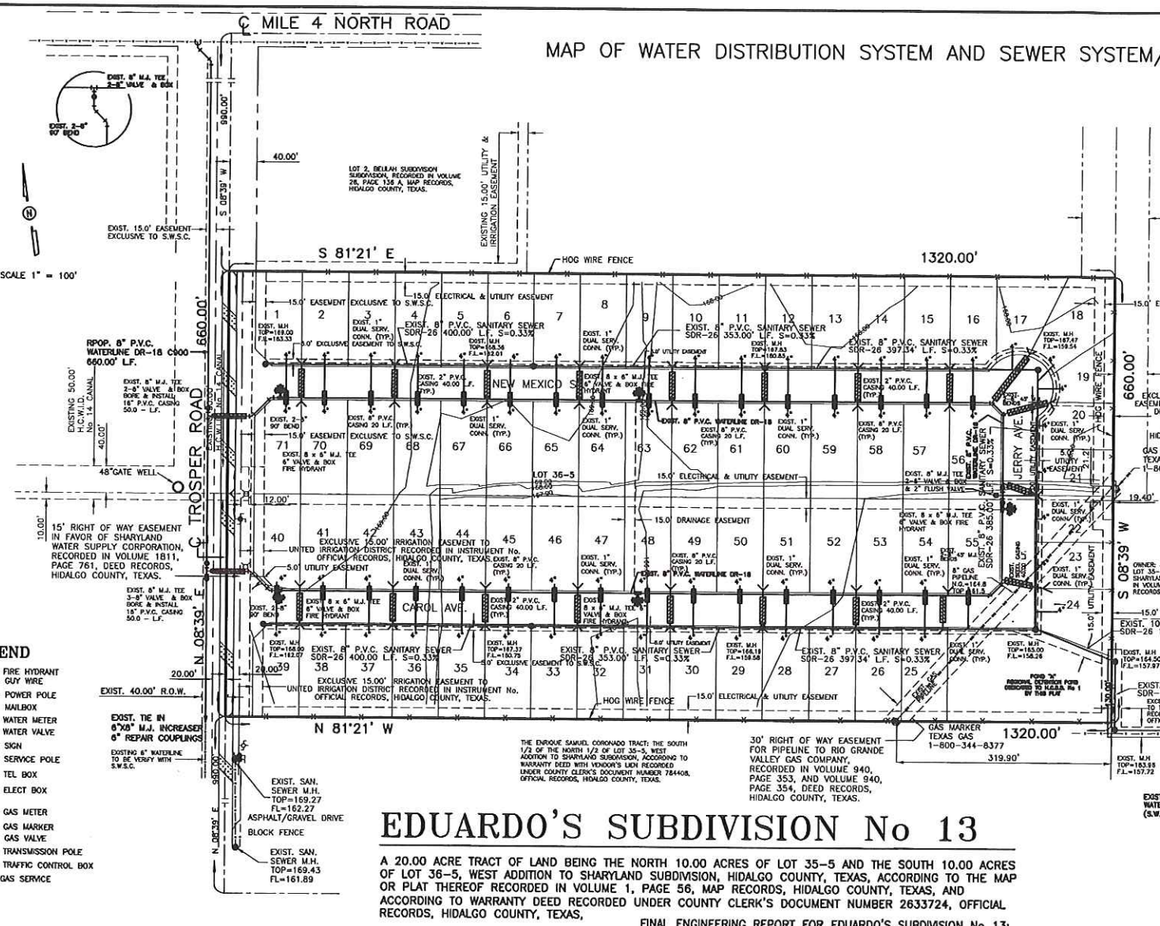
PRINCIPAL CONTACTS:

	Name	Address	City & Zip	Phone	Fax
OWNER:	ANICETO IZAGUIRRE MANAGER OF IZAGUIRRE REAL ESTATE HOLDINGS, LLC	500 SOLAR DRIVE	MISSION, TX 78574		
ENGINEER:	ALFONSO QUINTANILLA	124 E. STUBBS	EDINBURG, TX 78539	(956)381-6480	(956)381-0527
SURVEYOR:	ALFONSO QUINTANILLA	124 E. STUBBS	EDINBURG, TX 78539	(956)381-6480	(956)381-0527

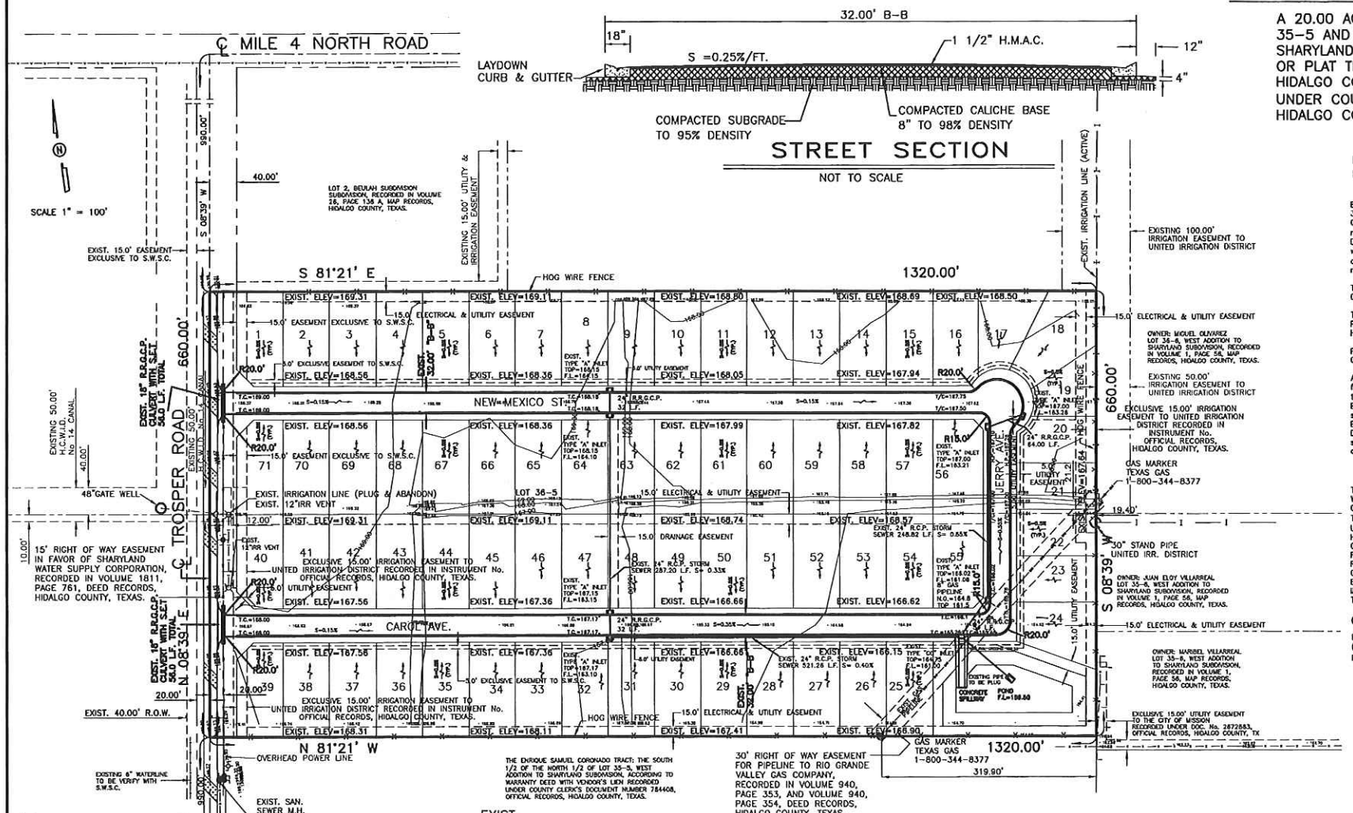
QUINTANILLA, HEADLEY AND ASSOCIATES, INC.
CONSULTING ENGINEERS · LAND SURVEYORS
124 E. STUBBS ST. PHONE 956-381-6480
EDINBURG, TEXAS 78539 FAX 956-381-0527
ENGINEERING REGISTRATION NUMBER F-1513 OFFICE@QHAENGINEERING.COM
SURVEYING REGISTRATION NUMBER 100411-00

SHEET NO. 1 OF 3 SHEETS	F:\DATA\SUBDIVISION\MISSION\EDUARDO'S SUBDIVISION No 13\PLAT			
	DATE PREPARED 6-18-15	PREPARED BY JULIA CAVAZOS	CHECKED BY	APPROVED BY
	DATE REVISED 12-23-15	REVISED BY JULIA CAVAZOS	CHECKED BY	APPROVED BY

MAP OF WATER DISTRIBUTION SYSTEM AND SEWER SYSTEM/ MAPA DE DISTRIBUCION DE AGUA Y SYSTEMA DE DRENAJE


C MILE 4 NORTH ROAD
SCALE 1" = 100'
S 81°21' E
1320.00'
N 81°21' W
1320.00'
660.00'
990.00'
N 08°39' E
S 08°39' W
40.00'
20.00'
EXIST. 40.00' R.O.W.
C/L TROSPER ROAD
NEW MEXICO AVE.
CAROL AVE.
JERRY AVE.
LOT 2, BELLAH SUBDIVISION, RECORDED IN VOLUME 28, PAGE 136 A, MAP RECORDS, HIDALGO COUNTY, TEXAS.
EXISTING 15.00' UTILITY & IRRIGATION EASEMENT
EXIST. 15.0' EASEMENT EXCLUSIVE TO S.W.S.C.
HOG WIRE FENCE
15.0' ELECTRICAL & UTILITY EASEMENT
EXISTING 100.00' IRRIGATION EASEMENT TO UNITED IRRIGATION DISTRICT
EXISTING 50.00' IRRIGATION EASEMENT TO UNITED IRRIGATION DISTRICT
EXCLUSIVE 15.00' IRRIGATION EASEMENT TO UNITED IRRIGATION DISTRICT RECORDED IN INSTRUMENT No. OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS.
OWNER: MIGUEL GUTIERREZ LOT 35-8, WEST ADDITION TO SHARYLAND SUBDIVISION, RECORDED IN VOLUME 1, PAGE 56, MAP RECORDS, HIDALGO COUNTY, TEXAS.
OWNER: JUAN ELOY VILLARREAL LOT 35-8, WEST ADDITION TO SHARYLAND SUBDIVISION, RECORDED IN VOLUME 1, PAGE 56, MAP RECORDS, HIDALGO COUNTY, TEXAS.
OWNER: MIGUEL GUTIERREZ LOT 35-6, WEST ADDITION TO SHARYLAND SUBDIVISION, RECORDED IN VOLUME 1, PAGE 56, MAP RECORDS, HIDALGO COUNTY, TEXAS.
LOT 36-5
15' RIGHT OF WAY EASEMENT IN FAVOR OF SHARYLAND WATER SUPPLY CORPORATION, RECORDED IN VOLUME 1811, PAGE 761, DEED RECORDS, HIDALGO COUNTY, TEXAS.
EXCLUSIVE 15.00' IRRIGATION EASEMENT TO UNITED IRRIGATION DISTRICT RECORDED IN INSTRUMENT No. OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS.
15.0' DRAINAGE EASEMENT
30' RIGHT OF WAY EASEMENT FOR PIPELINE TO RIO GRANDE VALLEY GAS COMPANY, RECORDED IN VOLUME 940, PAGE 353, AND VOLUME 940, PAGE 354, DEED RECORDS, HIDALGO COUNTY, TEXAS.
THE ENRIQUE SAMUEL CORONADO TRACT: THE SOUTH 1/2 OF THE NORTH 1/2 OF LOT 35-5, WEST ADDITION TO SHARYLAND SUBDIVISION, ACCORDING TO WARRANTY DEED WITH VENDOR'S LIEN RECORDED UNDER COUNTY CLERK'S DOCUMENT NUMBER 784408, OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS.
RPOP. 8" P.V.C. WATERLINE DR-18 C900 660.00' L.F.
EXIST. 8" P.V.C. WATERLINE DR-18
EXIST. 8" P.V.C. SANITARY SEWER SDR-26 400.00' L.F. S=0.33%
EXIST. 8" P.V.C. SANITARY SEWER SDR-26 353.00' L.F. S=0.33%
EXIST. 8" P.V.C. SANITARY SEWER SDR-26 397.34' L.F. S=0.33%
EXIST. 8" P.V.C. SANITARY SEWER SDR-26 353.00' L.F. S=0.33%
EXIST. 8" P.V.C. SANITARY SEWER SDR-26 397.34' L.F. S=0.33%
EXIST. 10" P.V.C. SANITARY SEWER SDR-26 128.50' L.F. S=0.25%
EXIST. 10" P.V.C. SANITARY SEWER SDR-26 100.00' L.F. S=0.25%
EXIST. 10" P.V.C. SANITARY SEWER SDR-26 462.82' L.F. S=0.25%
EXIST. 10" P.V.C. SANITARY SEWER SDR-26 462.82' L.F. S=0.25%
EXIST. 10" P.V.C. SANITARY SEWER SDR-26 462.82' L.F. S=0.25%
EXIST. 8" P.V.C. WATERLINE (S.W.S.C.)
EXIST. 8" P.V.C. CASING 30 L.F. (TYP.)
EXIST. 3" P.V.C. CASING 40.0 L.F. (TYP.)
EXIST. 1" DUAL SERV. CONN. (TYP.)
EXIST. 8" P.V.C. SAN. SEWER
EXIST. 2" P.V.C. CASING 40.00 L.F. (TYP.)
EXIST. 8" P.V.C. CASING 20 L.F. (TYP.)
EXIST. 8" M.J. TEE 8" VALVE & BOX FIRE HYDRANT
EXIST. 8" M.J. TEE 3-8" VALVE & BOX 100% & INSTALL 18" P.V.C. CASING 50.0 - L.F.
EXIST. 2-8" 90° BEND
EXIST. 8" M.J. TEE 2-8" VALVE & BOX BORE & INSTALL 18" P.V.C. CASING 50.0 - L.F.
EXIST. 8" M.J. TEE 3-8" VALVE & BOX
EXIST. 8" M.J. TEE 8" VALVE & BOX FIRE HYDRANT
EXIST. 8" GAS PIPELINE
EXIST. 4" M.J. TEE 4" VALVE & BOX
EXIST. 2" P.V.C. CASING 40.00 L.F.
EXIST. M.H. TOP=169.00 F.L.=153.33
EXIST. M.H. TOP=168.26 F.L.=152.01
EXIST. M.H. TOP=187.83 F.L.=160.83
EXIST. M.H. TOP=187.67 F.L.=159.54
EXIST. M.H. TOP=164.18 F.L.=158.58
EXIST. M.H. TOP=164.50 F.L.=157.97
EXIST. M.H. TOP=163.75 F.L.=150.75
EXIST. M.H. TOP=163.88 F.L.=157.72
EXIST. M.H. TOP=162.62 F.L.=158.57
EXIST. M.H. TOP=163.00 F.L.=158.28
EXIST. M.H. TOP=163.88 F.L.=157.72
EXIST. M.H. TOP=162.62 F.L.=158.57
EXIST. M.H. TOP=181.90 F.L.=153.42
EXIST. M.H. TOP=182.40 F.L.=154.27
EXIST. 6" WATERLINE
EXIST. 8" WATERLINE
EXIST. 12" WATERLINE
EXIST. 16" STEEL CASING 140.0 L.F.
EXIST. 10" P.V.C. SANITARY SEWER SDR-26 462.82' L.F. S=0.25%
EXIST. 8" P.V.C. SANITARY SEWER SDR-26 462.82' L.F. S=0.25%
EXIST. 8" P.V.C. SANITARY SEWER SDR-26 462.82' L.F. S=0.25%
EXIST. 10

MAP OF TOPOGRAPHY AND DRAINAGE / MAPA DE TOPOGRAFIA Y DRENAJE



AI-54925 Precinct #2 17. A.

CC - REGULAR

Meeting Date: 06/07/2016

Submitted For: Erika Zamora, COMM. PCT. #2

Submitted By: Monica Badillo, EXECUTIVE OFFICE

Department: COMM. PCT. #2

Information

CAPTION

Appointment of member to the Hidalgo County Housing Authority

BACKGROUND

Current appointment expired May 2016.

Fiscal Impact

Attachments

bylaws

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	06/03/2016 03:13 PM
Final Approval	Monica Badillo	06/03/2016 05:59 PM

Form Started By: Monica Badillo Started On: 06/03/2016 03:00 PM

Final Approval Date: 06/03/2016

BYLAWS OF THE HOUSING AUTHORITY OF THE COUNTY OF HIDALGO, TEXAS

ARTICLE I – THE AUTHORITY

Section 1. Name of Authority. The name of the Authority shall be "THE HOUSING AUTHORITY OF THE COUNTY OF HIDALGO, TEXAS" (AUTHORITY).

Section 2. Seal of Authority. The seal of the Authority shall be in the form of a circle and shall bear the name of the Authority.

Section 3. Office of Authority. The offices of the Authority shall be at such places in the County of Hidalgo, Texas, as the Board of Commissioners of the Authority may from time to time designate by resolution.

Section 4. Authorization. The Authority was created by Resolution adopted by the Commissioners Court of the County of Hidalgo on May 4, 1948 pursuant to Article1269K V.T.C.S.

ARTICLE II – COMMISSIONERS

Section 1. Appointment. The Authority shall be governed by a Board of Commissioners of five persons appointed by the Commissioners Court of Hidalgo County for two year terms pursuant to Article 1269K, V.T.C.S. The Authority shall act only through its Board of Commissioners except as specifically authorized herein. The

present Commissioners and their terms are set forth as follows:

Name	Term
Commissioner Lita Leo	May, 2014 – May, 2016
Commissioner Eloy Avila	May, 2015 – May, 2017
Commissioner Alberto Trevino	May, 2014 – May, 2016
Commissioner Oscar Castaneda	May, 2014- May, 2016
Commissioner Oscar Ramirez	May, 2015- May, 2017
Secretary to the Board Mike Lopez	May, 2015- May, 2016

Section 2. Compensation. Commissioners shall receive no compensation for their services but shall be entitled to reimbursement for necessary expenses, including travel expenses, incurred in the discharge of duties as a commissioner.

ARTICLE III – OFFICERS

Section 1. Officers. The officers of the Authority shall be a Chairman, a Vice-Chairman and a Secretary (who shall be the Executive Director).

Section 2. Chairman. The Chairman shall preside at all meetings of the Authority. Except as otherwise authorized by resolution of the Authority, the Chairman shall sign all contracts, deeds and other instruments on behalf of the Authority and perform all other duties incident to this office.

Section 3. Vice-Chairman. The Vice-Chairman shall perform the duties of the Chairman in the absence or incapacity of the Chairman and in case of the resignation or death of the Chairman, the Vice-Chairman shall perform such duties as are imposed on the Chairman until such time as the Authority shall elect a new Chairman.

Section 4. Secretary. The Secretary shall keep the records of the Authority, shall act as Secretary at the meetings of the Authority, and record all votes and keep a record of the minutes of the Authority and shall perform all duties incident to this office. The Secretary shall keep in safe custody the seal of the Authority and shall have the power to affix such seal to all contracts and instruments authorized to be executed by the Authority.

Section 5. Election of Officers. The officers of the Authority shall be elected at the annual meeting of the Authority from among the Commissioners of the Authority, and shall hold office for one year or until their successors are elected and qualified. In case of the absence or incapacity or both the Chairman and Vice-Chairman, the other Commissioners of the Authority may elect an Acting Chairman to serve during the period of absence or incapacity of the Chairman and Vice-Chairman.

Section 6. Attendance-Removal. Should any Commissioner miss three consecutive regular meetings without being excused by the remaining Commissioners, the office shall be declared vacant and filled in accordance with these Bylaws.

Section 7. Vacancies of Office. Should the offices of Chairman and Vice-Chairman become vacant, the Authority shall elect a successor from its membership at the next regular meeting, and such election shall be for the unexpired term of said office.

Should the office of any Commissioner be declared vacant, the Commissioners Court of Hidalgo County shall appoint a replacement.

ARTICLE IV – EXECUTIVE DIRECTOR

Section 1. Appointment- Duties. The Board of Commissioners shall appoint an Executive Director of the Authority who shall have general supervision over the administration of the business and affairs of the Authority, subject to the direction of the Board of Commissioners of the Authority. The Executive Director shall have primary responsibility for management of the housing projects of the Authority and supervision of personnel. The Executive Director shall also serve as Secretary of the Board of Commissioners.

Section 2. Other Duties. The Executive Director shall have primary responsibility for the care, custody and management of all funds of the Authority and shall deposit the same in such bank or banks as the Board of Commissioners of the Authority may select. The Executive Director shall prepare all orders and checks for the payment of money and shall pay out and disburse such money under the direction of the Board of Commissioners of the Authority. Except as otherwise authorized by Resolution of the Authority, all such orders and checks shall be signed by the Executive Director and one other member of the Board of Commissioners. The Executive Director shall keep regular books of account showing receipts and expenditures and shall render to the Board of Commissioners of the Authority, at each regular meeting (or more often if requested), an account of the transactions and financial condition of the Authority.

Section 3. Bond. The Executive Director and all other employees responsible for handling Authority funds shall give such bond for the performance of their duties as required by the Board of Commissioners and in accordance with any applicable laws.

Section 4. Compensation. The compensation of the Executive Director shall be determined by the Board of Commissioner of the Authority.

ARTICLE V – ADDITIONAL EMPLOYEES

The Authority may from time to time employ such personnel as it deems necessary to exercise its powers, duties and functions as prescribed by the Housing Authorities Law of the State of Texas, and all other applicable laws. The selection and compensation such personnel shall be determined by the Authority subject to applicable laws.

ARTICLE VI – MEETINGS

Section 1. Regular Meetings. The Board of Commissioners of the Authority shall have at least one regular meeting each month on the last Wednesday at such time and at such locations as determined by the Chairman of the Board of Commissioners. If such date falls on a legal holiday, the meeting shall be re-scheduled by the Chairman of the Board of Commissioners.

Section 2. Annual Meetings. The annual meeting of the Board of Commissioners of the Authority shall be held on the last Wednesday of May each year at such time and at such locations as determined by the Chairman of the Board of Commissioners. If such date falls on a legal holiday, the annual meeting shall be rescheduled by the Chairman of the Board of Commissioners.

Section 3. Special Meeting. The Chairman of the Board of Commissioners may call Special Meetings as necessary for the conduct of Authority business and shall call a Special Meeting at the request of the at least three members of the Board of Commissioners, such meeting to be held within seven (7) days of such request.

Section 4. Quorum. A quorum at any meeting shall consist of three Commissioners present and voting.

ARTICLE VII – ANNUAL BUDGET AND AUDIT

A. ANNUAL BUDGET:

The Board of Commissioners shall adopt a budget for the forthcoming year at the annual meeting subject to the following restrictions:

1. No expenditure may be approved or authorized which is inconsistent with these Bylaws or applicable law or regulations.
2. Budget expenditures shall not exceed funds available for the forthcoming year.

B. FINANCIAL AUDIT:

At the annual meeting, the Board shall select a certified public accountant to provide an annual audit report for the preceding year. The audit shall be due on or before August 30 of each year unless extended by the Board.

ARTICLE VIII – RESTRICTIONS ON COMMISSIONERS AND EMPLOYEES

Section 1. Interested Commissioners or Employees. No Commissioner or employee of this Authority shall acquire any interest direct or indirect in any housing project or in any property included or planned to be included in any project, nor any

interest or indirect in any contract or proposed contracts for materials or services to be furnished or used in connection with any housing project. If any Commissioner or employee of the Authority owns or controls an interest direct or indirect in any property included or planned to be included in any housing project, the Commissioner or employee immediately shall disclose the same in writing to the Authority and such disclosure shall be entered upon the minutes of the Authority. Failure to so disclose such interest shall constitute misconduct in office.

Section 2. Removal of Commissioners. For inefficiency or neglect of duty or misconduct in office, a Commissioner of the Authority may be removed by the Commissioners Court of Hidalgo County, but a Commissioner shall be removed only after being given a copy of the charges at least ten (10) days prior to hearing thereon and provided with an opportunity to be heard in person or by counsel. In the event of the removal of any Commissioner, a record of the proceedings, together with the charges and findings thereon, shall be filed in the office of the County Clerk of Hidalgo County.

ARTICLE IX – POWERS OF AUTHORITY

The Authority shall constitute a public body corporate and politic exercising public and essential governmental functions, and having all the powers necessary or convenient to carry out and effectuate its purposes including the following powers in addition to others herein granted:

Section 1. To sue and to be sued; to have a seal and to alter the same at pleasure; to have perpetual succession; to make and execute contracts and other instruments necessary or convenient to the exercise of the powers of the Authority; and to make and from time to time amend and repeal ByLaws, rules, and regulations, not in

consistent with applicable law, to carry into effect the powers and purposes of the Authority.

Section 2. Within Hidalgo County: to prepare, carry out, acquire, lease, and operate housing projects; to provide for the construction, reconstruction, improvement, alteration, or repair of any housing project or any part thereof.

Section 3. To arrange or contract for the furnishing by any person or agency, public or private, of services, privileges, works, or facilities for, or in connection with, a housing project or the occupants thereof; and (notwithstanding anything to the contrary contained in any applicable law) to include in any contract in connection with a project, stipulations requiring that the contractor and any subcontractors comply with the requirements as to minimum wages and maximum hours of labor, and comply with any conditions which the Federal Government may have attached to financial aid of the project.

Section 4. To lease or rent any dwellings, houses, accommodations, lands, buildings, structures, or facilities embraced in any housing project and to establish and revise the rents or changes therefore; to own, hold, and improve real or personal property; to purchase, lease, obtain options upon, acquire by gift, grant, request, devise, or otherwise any real or personal property or any interest therein; to acquire by the exercise of the power of eminent domain any real property; to sell, lease, exchange, transfer, assign, pledge, or dispose of any real or personal property or any interest therein, to insure or provide for the insurance of any real or personal property or operations of the Authority against any risks or hazards; to procure insurance or guarantees from the Federal Government of the payment of any debts or parts thereof (whether or not incurred

by said Authority) secured by mortgages on any property included in any of its housing projects.

Section 5. To invest any funds held in reserves or sinking funds, or any funds not required for immediate disbursement, in property or securities in which savings banks may legally invest funds subject to their control; to purchase its bonds at a price not more than the principal amount thereof and accrued interest, all bonds so purchased to be cancelled.

Section 6. Within Hidalgo County: to investigate into living, dwelling, and housing conditions and into the means and methods of improving such conditions; to determine where slum areas exist or where there is a shortage of decent, safe, and sanitary dwelling accommodations for persons of low income; to make studies and recommendations relating to the problem of clearing, replanning, and reconstructing of slum areas, and the problem of providing dwelling accommodations for persons of low income, and to cooperate with the State of Texas or any political subdivision thereof in action taken in connection with such problems; and to engage in research, studies and experimentation on the subject of housing.

Section 7. Acting through one or more Commissioners or other person or persons designated by the Authority; to conduct examinations and investigations and to hear testimony and take proof under oath at public or private hearings on any matter material for its information; to administer oaths, issue subpoenas requiring the attendance of witnesses or the production of books and papers and to issue commissions for the examination of witnesses who are outside the State or unable to attend before the Authority, or excused from attendance; to make available to appropriate agencies

(including those charged with the duty of abating or requiring the correction of nuisances or like conditions, or of demolishing unsafe or unsanitary structures within its area of operation) its findings and recommendations with regard to any building or property where conditions exist which are dangerous to the public health, morals, or safety or welfare.

Section 8. To exercise all or any part or combination of powers granted by law.

ARTICLE X – OPERATION NOT FOR PROFIT

It is hereby declared to be the policy of the Authority to manage and operate its housing projects in an efficient manner so as to enable the Authority to fix the rentals for dwelling accommodations at the lowest possible rates consistent with providing decent, safe and sanitary dwelling accommodations. The Authority shall not construct or operate any such project for profit, or as a source of revenue to Hidalgo County. To this end, the Authority shall fix the rentals for dwellings at no higher rates than necessary in order to produce revenues which (together with all other available moneys, revenues, income, and receipts from whatever sources derived) will be sufficient (a) to pay, as the same become due, the principal and interest on the bonds of the Authority; (b) to meet the cost of, and to provide for, maintaining and operating the projects (including the cost of any insurance) and the administrative expenses of the Authority; and (c) to create (during not less than six (6) years immediately succeeding its issuance of any bonds) a reserve sufficient to meet the largest principal and interest payments which will be due on such bonds in any one year thereafter and to maintain such reserve.

ARTICLE XI – RENTALS AND TENANT SELECTION

In the operation or management of housing projects the Authority shall at all times observe the following duties with respect to rentals and tenant selection:

(a) Rent or lease dwelling accommodations only to persons of low income and at rentals within the financial reach of such persons.

(b) Rent or lease to a tenant dwelling accommodations consisting of the number of rooms (but no greater number) deemed necessary to provide safe and sanitary accommodations to the proposed occupants thereof, without overcrowding.

(c) Not accept any person as a tenant if the person or persons who would occupy the dwelling accommodations have an aggregate annual income in excess of five (5) times the annual rental of the quarters to be furnished such person or persons except that in the case of families with three (3) or more minor dependents such ratio shall not exceed six to one; in computing the rental for this purpose of selecting tenants, there shall be included in the rental the average annual cost to the occupants, of heat, water, electricity, gas, cooking range, and other necessary services or facilities, whether or not the charge for such services and facilities is in fact included in the rental.

ARTICLE XII – EMINENT DOMAIN

The Authority shall have the right to acquire by the exercise of the power of eminent domain any interest in real property, including a fee simple title thereto, deemed necessary for its purposes after the adoption of a resolution declaring that the acquisition of the real property described therein is necessary for such purposes.

ARTICLE XIII – BONDS

The Authority shall have power to issue bonds from time to time in its discretion, for any of its corporate purposes. The Authority shall also have power to issue refunding bonds for the purpose of paying or retiring bonds previously issued by it. The Authority may issue such types of bonds as it may determine, including bond on which the principal and interest are payable; (a) exclusively from the income and revenues of the housing project financed with proceeds of such bonds, or with such proceeds together with a grant from the Federal Government in aid of such project; (b) exclusively from the income and revenues of certain designated housing projects whether or not they were financed in the whole or in part with the proceeds of such bonds; or (c) from its revenues generally. Any of such bonds may be additionally secured by a pledge of any revenues or a mortgage of any housing project, projects, or other property of the Authority.

Neither the Commissioners of the Authority nor any person executing the bonds shall be liable personally on the bonds by reason of the issuance thereof. The Bonds and other obligations of the Authority (and such bonds and obligations shall so state on their face) shall not be debt of the County of Hidalgo, the State of Texas or any political subdivision thereof, and neither nor the County of Hidalgo nor the State of Texas or any political subdivision thereof shall be liable thereon, nor in any event shall such bonds or obligations be payable out of any funds or properties other than those of the Authority. The bonds shall not constitute an indebtedness within the meaning of any constitutional or statutory debt limitation or restriction.

ARTICLE XIV – ORDER OF BUSINESS

Section 1. ORDER OF BUSINESS. At all regular meetings of the Authority, the following shall be the order of business.

a. Roll Call
b. Reading and Approval of Minutes of the Previous Meeting
c. Report of transactions and financial condition
d. Reports of Officers & Committees
e. Additional Agenda items
f. Executive Session (if authorized)
g. Adjournment

Section 2. RESOLUTIONS. All resolutions shall be in writing and shall be in writing and shall be copied into the minutes, which shall be kept by the Secretary.

Section 3. MANNER OF VOTING. Voting on all questions shall be by roll call, the votes by yeas and nays being entered upon the minutes of each meeting.

ARTICLE XV – AMENDMENTS

The ByLaws of the Authority shall be amended only with the approval of at least three (3) members of the Authority at a regular or special meeting, but no such amendment shall be adopted, unless the proposed amendment is submitted in writing, to all members of the Authority, at least 7 days before such meeting.

ADOPTED with amendments approved by the Board of Commissioners of the Housing Authority of the County of Hidalgo, Texas on the 6th day of April, 2011.

ATTEST:

William "Billy" Leo
Chairman

Mike Lopez,
Secretary

AI-54915 Precinct #4 18. A.

CC - REGULAR

Meeting Date: 06/07/2016

Submitted For: Lulu Lucio, COMM. PCT. #4 Submitted By: Lulu Lucio, COMM. PCT. #4

Department: COMM. PCT. #4

Information

CAPTION

Resolution in Honor of Jesus M. Ozuna for his Service to Hidalgo County Precinct 4

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	06/03/2016 02:03 PM
Final Approval	Monica Badillo	06/03/2016 05:59 PM

Form Started By: Lulu Lucio Started On: 06/03/2016 11:52 AM

Final Approval Date: 06/03/2016

AI-54929

Budget and Management 19.
A.

CC - REGULAR
Meeting Date: 06/07/2016
Submitted For: Damaris San Miguel, BUDGET & MANAGEMENT
Submitted By: Sandra Jara, BUDGET & MANAGEMENT
Department: BUDGET & MANAGEMENT

Information

CAPTION

2015 General Fund & Special Revenue Fund-Capital Leases:
1. Approval of certification of revenues, as certified by the Co. Auditor, to fund capital lease expenditures for various departments.
2. Approval of 2015 appropriation of revenues & expenditures to fund capital lease expenditures for various departments.
3. Approval of various 2015 intradepartmental transfers to fund capital lease expenditures for various departments.

BACKGROUND

Documents will be attached on Monday 6/6/16.

Fiscal Impact

FISCAL YEAR: 2015 ACCT. #: G/F & Special Revenue
FUNDS AVAILABLE Y/N?: Y MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

Please refer to attached certification of revenues, budget amendments, & intradepartmental transfers, submitted by the Co. Auditor's Office.

Attachments

COR
1
2
3
4
5
6
7

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	06/03/2016 04:36 PM
Final Approval	Monica Badillo	06/03/2016 05:59 PM

Form Started By: Sandra Jara Started On: 06/03/2016 04:19 PM

Final Approval Date: 06/03/2016

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

June 7, 2016

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

RE: Certification of Revenue

Dear Judge and Commissioners:

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

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

I, Ray Eufracio, County Auditor of Hidalgo County, certify to the Hidalgo County Commissioners Court the revenue from other financing sources for capital leases in the amount of $743,918.35 for various departments. These funds may now be made available by creating a new special budget or amending a current budget for its intended purposes.

CERTIFIED BY:

Raymundo Eufracio, CPA
Hidalgo County Auditor

6/6/16
Date

THE COUNTY OF HIDALGO TEXAS

HIDALGO COUNTY DISTRICT JUDGES

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

DATE: JUNE 7, 2016

DEPARTMENT HEAD: RAY EUFRACIO, CPA, HIDALGO COUNTY AUDITOR
DEPARTMENT NAME: HIDALGO COUNTY AUDITOR'S OFFICE
PREPARED BY: MILLY RODRIGUEZ
ACCOUNT NUMBER: 5-1292-XXX-XX-350-001-X-XXX

SUBJECT: Interfund transfer(s) (Increases(decrease)) in Accordance with Local Government Code, Chapter 111, Subchapter C

Honorable Commissioners' Court of Hidalgo County:

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

	INCREASE ACCOUNT NUMBER(S)	ACCOUNT NAME		AMOUNT
B.1	5-1292-471-00-350-001-5-862	CAPITAL LEASES-OTHER DEBT PRINCIPAL	Dr.Jcksn C-12-052-06-26	21,334.29
	5-1292-472-00-350-001-5-864	CAPITAL LEASES-OTHER DEBT INTEREST		1,615.71
	5-1292-441-00-350-001-5-780	WIC ADM-LAND & BLDG RENTALS '12LEASE		(22,950.00)
	5-1292-471-00-350-001-6-862	CAPITAL LEASES-OTHER DEBT PRINCIPAL	Dr.Jcksn C-12-052-06-26	7,227.62
	5-1292-472-00-350-001-6-864	CAPITAL LEASES-OTHER DEBT INTEREST		422.38
	5-1292-441-00-350-001-6-780	WIC ADM-LAND & BLDG RENTALS '12LEASE		(7,650.00)
B.2	5-1292-471-00-350-001-5-862	CAPITAL LEASES-OTHER DEBT PRINCIPAL	GBB-WSLCO C-12-104-08-28	25,748.65
	5-1292-472-00-350-001-5-864	CAPITAL LEASES-OTHER DEBT INTEREST		2,175.65
	5-1292-441-00-350-001-5-780	WIC ADM-LAND & BLDG RENTALS '12 LEASE		(27,924.30)
	5-1292-471-00-350-001-6-862	CAPITAL LEASES-OTHER DEBT PRINCIPAL	GBB-WSLCO C-12-104-08-28	8,723.10
	5-1292-472-00-350-001-6-864	CAPITAL LEASES-OTHER DEBT INTEREST		585.00
	5-1292-441-00-350-001-6-780	WIC ADM-LAND & BLDG RENTALS '12 LEASE		(9,308.10)
B.3	5-1292-471-00-350-001-5-862	CPTL LEASES-OTHR DEBT PRINCIPAL	SPI VENTURES C-11-114A-09-06	52,756.48
	5-1292-472-00-350-001-5-864	CAPITAL LEASES-OTHER DEBT INTEREST		2,931.02
	5-1292-441-00-350-001-5-780	WIC ADM-LAND & BLDG RENTALS		(55,687.50)
	5-1292-471-00-350-001-6-862	CPTL LEASES-OTHR DEBT PRINCIPAL	SPI VENTURES C-11-114A-09-06	17,872.81
	5-1292-472-00-350-001-6-864	CAPITAL LEASES-OTHER DEBT INTEREST		689.69
	5-1292-441-00-350-001-6-780	WIC ADM-LAND & BLDG RENTALS		(18,562.50)
B.4	5-1292-471-00-350-001-5-862	CPTL LEASES-OTHR DEBT PRINCIPAL	JOSE RMZ-ROMA C-13-213-01-14	4,443.33
	5-1292-472-00-350-001-5-864	CAPITAL LEASES-OTHER DEBT INTEREST		16,359.27
	5-1292-441-00-350-001-5-780	WIC ADM-LAND & BLDG RENTALS		(20,802.60)
	5-1292-471-00-350-001-6-862	CPTL LEASES-OTHR DEBT PRINCIPAL	JOSE RMZ-ROMA C-13-213-01-14	1,784.67
	5-1292-472-00-350-001-6-864	CAPITAL LEASES-OTHER DEBT INTEREST		5,149.53
	5-1292-441-00-350-001-6-780	WIC ADM-LAND & BLDG RENTALS		(6,934.20)
		TOTAL BUDGET INCREASE REQUEST		-

Total Principal	139,890.95
Total Interest	29,928.25
	169,819.20

TRANSFER NEEDED FOR PAYMENT OF CAPITAL LEASES

DEPARTMENT HEAD SIGNATURE

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

DATE: June 7, 2016

DEPARTMENT HEAD: Raymundo Eufracio, CPA

DEPARTMENT NAME: Hidalgo County Auditor's Office

ACCOUNT NUMBER: 5-1292-441-00-350-001-X-XXX

SUBJECT: Budget Line-Item Transfer (s)

Honorable Commissioners' Court of Hidalgo County:

I submit to you for your consideration the following line-item transfers in accordance with Local Government Code, Chapter 111, Subchapter C.:

FROM		TO		
ACCOUNT NUMBER	ACCOUNT (OBJECT) NAME	ACCOUNT NUMBER	ACCOUNT (OBJECT) NAME	AMOUNT
5-1292-441-00-350-001-5-441	WIC ADM-LAND & BLDG RENTALS	5-1292-441-00-350-001-5-780	WIC ADM-CAPITAL LEASES	20,802.60
5-1292-441-00-350-001-6-441	WIC ADM-LAND & BLDG RENT	5-1292-441-00-350-001-6-780	WIC ADM-CAPITAL LEASES	6,934.20
	TOTAL			27,736.80

REASON:

Funds needed to reclassify corrections for 2015 expenditures.

DEPARTMENT HEAD SIGNATURE

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

COUNTY AUDITOR'S FORM: ARS-CA-017
REVISED: 02/11/2003

DATE: JUNE 7, 2016

DEPARTMENT HEAD: RAY EUFRACIO, CPA, HIDALGO COUNTY AUDITOR
DEPARTMENT NAME: HIDALGO COUNTY AUDITOR'S OFFICE
PREPARED BY: MILLY RODRIGUEZ
ACCOUNT NUMBER: 5-XXXX-XXX-XX-XXX-XXX-X-XXX

SUBJECT: Interfund transfer(s) (Increases(decrease)) in Accordance with Local Government Code, Chapter 111, Subchapter C

Honorable Commissioners' Court of Hidalgo County:

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

	ACCOUNT NAME	ACCOUNT NAME		AMOUNT
C.1	5-1100-471-00-000-000-0-862	CAPITAL LEASES-OTHER DEBT PRINCIPAL		149.16
	5-1100-472-00-000-000-0-864	CAPITAL LEASES-OTHER DEBT INTEREST		15.22
	5-1100-412-00-005-001-0-780	275TH DC-CAPITAL LEASES '15 LEASE	C85086083	(164.38)
C.2	5-1100-471-00-000-000-0-862	CAPITAL LEASES-OTHER DEBT PRINCIPAL		798.79
	5-1100-472-00-000-000-0-864	CAPITAL LEASES-OTHER DEBT INTEREST		96.09
	5-1100-412-00-027-001-0-780	CCL#7-CAPITAL LEASES '15 LEASE	C85065935	(894.88)
C.3	5-1100-471-00-000-000-0-862	CAPITAL LEASES-OTHER DEBT PRINCIPAL		852.94
	5-1100-472-00-000-000-0-864	CAPITAL LEASES-OTHER DEBT INTEREST		80.90
	5-1100-412-00-028-001-0-780	CCL#8-CAPITAL LEASES '15 LEASE	C85077272	(933.84)
C.4	5-1242-471-00-000-000-0-862	CAPITAL LEASES-OTHER DEBT PRINCIPAL		353.21
	5-1242-472-00-000-000-0-864	CAPITAL LEASES-OTHER DEBT INTEREST		47.86
	5-1242-412-00-060-001-0-780	JUSTICE CRT TECH-CAPITAL LEASES '15 LEASE	C85081804	(401.07)
C.5	5-1100-471-00-000-000-0-862	CAPITAL LEASES-OTHER DEBT PRINCIPAL		446.76
	5-1100-472-00-000-000-0-864	CAPITAL LEASES-OTHER DEBT INTEREST		60.54
	5-1100-412-00-065-001-0-780	JP PCT 3/PL 1-CAPITAL LEASES '15 LEASE	C85083609	(507.30)
C.6	5-1100-471-00-000-000-0-862	CAPITAL LEASES-OTHER DEBT PRINCIPAL		255.68
	5-1100-472-00-000-000-0-864	CAPITAL LEASES-OTHER DEBT INTEREST		35.04
	5-1100-412-30-085-003-0-780	PUBLIC DEFENDER-CAPITAL LEASES '15 LEASE	C85084383	(290.72)
C.7	5-1100-471-00-000-000-0-862	CAPITAL LEASES-OTHER DEBT PRINCIPAL		3,097.71
	5-1100-472-00-000-000-0-864	CAPITAL LEASES-OTHER DEBT INTEREST		293.85
	5-1100-412-00-090-001-0-780	DIST CLERK-CAPITAL LEASES '15 LEASE	3 COPIERS	(3,391.56)
C.8	5-1100-471-00-000-000-0-862	CAPITAL LEASES-OTHER DEBT PRINCIPAL		523.35
	5-1100-472-00-000-000-0-864	CAPITAL LEASES-OTHER DEBT INTEREST		70.13
	5-1100-413-00-110-077-0-780	PUBLIC AFFAIRS-CAPITAL LEASES '15 LEASE	C85072560	(593.48)
C.9	5-1100-471-00-000-000-0-862	CAPITAL LEASES-OTHER DEBT PRINCIPAL		48,013.62
	5-1100-472-00-000-000-0-864	CAPITAL LEASES-OTHER DEBT INTEREST		-
	5-1100-432-00-124-001-0-780	PCT4 SANITATION-CAPITAL LEASES '15 LEASE	2 CATERPILLAR	(48,013.62)
C.10	5-1200-471-00-000-000-0-862	CAPITAL LEASES-OTHER DEBT PRINCIPAL		1,191.16
	5-1200-472-00-000-000-0-864	CAPITAL LEASES-OTHER DEBT INTEREST		148.70
	5-1200-431-00-124-005-0-780	PCT4 ADM-CAPITAL LEASES '15 LEASE	C85072502	(1,339.86)
C.11	5-1100-471-00-000-000-0-862	CAPITAL LEASES-OTHER DEBT PRINCIPAL		141.62
	5-1100-472-00-000-000-0-864	CAPITAL LEASES-OTHER DEBT INTEREST		14.48
	5-1100-466-00-124-077-0-780	PCT4 CRC-CAPITAL LEASES '15 LEASE	A2M-648869	(156.10)

	ACCOUNT NAME	ACCOUNT NAME		AMOUNT
C.12	5-1100-471-00-000-000-0-862	CAPITAL LEASES-OTHER DEBT PRINCIPAL		5,508.40
	5-1100-472-00-000-000-0-864	CAPITAL LEASES-OTHER DEBT INTEREST		994.60
	5-1100-419-60-125-010-0-780	MAILING SERVICES-CAPITAL LEASES '15 LEASE	mail machine	(6,503.00)
C.13	5-1100-471-00-000-000-0-862	CAPITAL LEASES-OTHER DEBT PRINCIPAL		1,334.25
	5-1100-472-00-000-000-0-864	CAPITAL LEASES-OTHER DEBT INTEREST		168.60
	5-1100-414-00-130-001-0-780	ELECTIONS DEPT-CAPITAL LEASES '15 LEASE	C85072601	(1,502.85)
C.14	5-1100-471-00-000-000-0-862	CAPITAL LEASES-OTHER DEBT PRINCIPAL		1,887.56
	5-1100-472-00-000-000-0-864	CAPITAL LEASES-OTHER DEBT INTEREST		253.08
	5-1100-419-10-210-001-0-780	PLANNING DEPT-CAPITAL LEASES '15 LEASE	4 COPIERS	(2,140.64)
C.15	5-1100-471-00-000-000-0-862	CAPITAL LEASES-OTHER DEBT PRINCIPAL		1,967.49
	5-1100-472-00-000-000-0-864	CAPITAL LEASES-OTHER DEBT INTEREST		186.63
	5-1100-444-00-240-001-0-780	HUMAN SERVICES-CAPITAL LEASES '15 LEASE	C85075547	(2,154.12)
C.16	5-1100-471-00-000-000-0-862	CAPITAL LEASES-OTHER DEBT PRINCIPAL		224.27
	5-1100-472-00-000-000-0-864	CAPITAL LEASES-OTHER DEBT INTEREST		30.75
	5-1100-421-00-291-001-0-780	CONST PCT1-CAPITAL LEASES '15 LEASE	C85084866	(255.02)
C.17	5-1100-471-00-000-000-0-862	CAPITAL LEASES-OTHER DEBT PRINCIPAL		480.16
	5-1100-472-00-000-000-0-864	CAPITAL LEASES-OTHER DEBT INTEREST		65.06
	5-1100-444-00-370-001-0-780	VETERANS SRV-CAPITAL LEASES '15 LEASE	C85083329	(545.22)
	5-1100-471-00-000-000-0-862	CAPITAL LEASES-OTHER DEBT PRINCIPAL		871.61
	5-1100-472-00-000-000-0-864	CAPITAL LEASES-OTHER DEBT INTEREST		62.23
1	5-1100-412-00-001-001-0-780	92ND DC-CAPITAL LEASES '14 LEASE	C85058722	(933.84)
	5-1100-471-00-000-000-0-862	CAPITAL LEASES-OTHER DEBT PRINCIPAL		655.41
	5-1100-472-00-000-000-0-864	CAPITAL LEASES-OTHER DEBT INTEREST		28.05
2	5-1100-412-00-002-001-0-780	93RD DC-CAPITAL LEASES '14 LEASE	HRQ08255	(683.46)
	5-1100-471-00-000-000-0-862	CAPITAL LEASES-OTHER DEBT PRINCIPAL		967.72
	5-1100-472-00-000-000-0-864	CAPITAL LEASES-OTHER DEBT INTEREST		98.94
3	5-1100-412-00-010-001-0-780	430TH DC-CAPITAL LEASES '14 LEASE	C85052896	(1,066.66)
	5-1100-471-00-000-000-0-862	CAPITAL LEASES-OTHER DEBT PRINCIPAL		1,101.73
	5-1100-472-00-000-000-0-864	CAPITAL LEASES-OTHER DEBT INTEREST		56.51
4	5-1100-412-00-011-001-0-780	449TH DC-CAPITAL LEASES '14 LEASE	C85041979	(1,158.24)
	5-1100-471-00-000-000-0-862	CAPITAL LEASES-OTHER DEBT PRINCIPAL		1,230.68
	5-1100-472-00-000-000-0-864	CAPITAL LEASES-OTHER DEBT INTEREST		66.64
5	5-1100-412-00-021-001-0-780	CCL#1-CAPITAL LEASES '14 LEASE	C85043700	(1,297.32)
	5-1242-471-00-000-000-0-862	CAPITAL LEASES-OTHER DEBT PRINCIPAL		805.53
	5-1242-472-00-000-000-0-864	CAPITAL LEASES-OTHER DEBT INTEREST		57.51
6	5-1242-412-00-060-001-0-780	JUSTICE CRT TECH-CAPITAL LEASES '14 LEASE	C85057221	(863.04)
	5-1100-471-00-000-000-0-862	CAPITAL LEASES-OTHER DEBT PRINCIPAL		1,650.21
	5-1100-472-00-000-000-0-864	CAPITAL LEASES-OTHER DEBT INTEREST	NO PMTS PD 1-7	190.95
7	5-1100-412-00-068-001-0-780	JP PCT 4/PL 2-CAPITAL LEASES '14 LEASE	C85057435	(1,841.16)
	5-1100-471-00-000-000-0-862	CAPITAL LEASES-OTHER DEBT PRINCIPAL	PAID FR 442	1,380.74
	5-1100-472-00-000-000-0-864	CAPITAL LEASES-OTHER DEBT INTEREST	PITNEY BOWES	143.26
8	5-1100-412-00-090-001-0-780	DIST CLERK-CAPITAL LEASES '14 LEASE	LEASE# 2965739	(1,524.00)
	5-1100-471-00-000-000-0-862	CAPITAL LEASES-OTHER DEBT PRINCIPAL		1,003.33
	5-1100-472-00-000-000-0-864	CAPITAL LEASES-OTHER DEBT INTEREST		44.36
9	5-1100-412-00-090-001-0-780	DIST CLERK-CAPITAL LEASES '14 LEASE	C85031932	(1,047.69)

	ACCOUNT NAME	ACCOUNT NAME			AMOUNT
	5-1100-471-00-000-000-0-862	CAPITAL LEASES-OTHER DEBT PRINCIPAL			1,003.33
	5-1100-472-00-000-000-0-864	CAPITAL LEASES-OTHER DEBT INTEREST			44.36
10	5-1100-412-00-090-001-0-780	DIST CLERK-CAPITAL LEASES	'14 LEASE	C85031933	(1,047.69)
	5-1100-471-00-000-000-0-862	CAPITAL LEASES-OTHER DEBT PRINCIPAL			2,178.14
	5-1100-472-00-000-000-0-864	CAPITAL LEASES-OTHER DEBT INTEREST			96.30
11	5-1100-412-00-090-001-0-780	DIST CLERK-CAPITAL LEASES	'14 LEASE	C85031934	(2,274.44)
	5-1100-471-00-000-000-0-862	CAPITAL LEASES-OTHER DEBT PRINCIPAL			1,166.30
	5-1100-472-00-000-000-0-864	CAPITAL LEASES-OTHER DEBT INTEREST			51.56
12	5-1100-412-00-090-001-0-780	DIST CLERK-CAPITAL LEASES	'14 LEASE	C85031938	(1,217.86)
	5-1100-471-00-000-000-0-862	CAPITAL LEASES-OTHER DEBT PRINCIPAL			1,610.16
	5-1100-472-00-000-000-0-864	CAPITAL LEASES-OTHER DEBT INTEREST			71.17
13	5-1100-412-00-090-001-0-780	DIST CLERK-CAPITAL LEASES	'14 LEASE	C85032674	(1,681.33)
	5-1100-471-00-000-000-0-862	CAPITAL LEASES-OTHER DEBT PRINCIPAL			990.26
	5-1100-472-00-000-000-0-864	CAPITAL LEASES-OTHER DEBT INTEREST			53.62
14	5-1100-415-14-115-001-0-780	DBM-BUDGET DIV-CAPITAL LEASES	'14 LEASE	C85042528	(1,043.88)
	5-1200-471-00-000-000-0-862	CAPITAL LEASES-OTHER DEBT PRINCIPAL			1,196.36
	5-1200-472-00-000-000-0-864	CAPITAL LEASES-OTHER DEBT INTEREST			68.20
15	5-1200-431-00-122-005-0-780	PCT2 ADM-CAPITAL LEASES	'14 LEASE	JWH 16176	(1,264.56)
	5-1100-471-00-000-000-0-862	CAPITAL LEASES-OTHER DEBT PRINCIPAL			739.42
	5-1100-472-00-000-000-0-864	CAPITAL LEASES-OTHER DEBT INTEREST			42.14
16	5-1100-466-00-122-082-0-780	PCT2 CRC-ALAMO-CAPITAL LEASES	'14 LEASE	LYD 50589	(781.56)
	5-1100-471-00-000-000-0-862	CAPITAL LEASES-OTHER DEBT PRINCIPAL			954.03
	5-1100-472-00-000-000-0-864	CAPITAL LEASES-OTHER DEBT INTEREST			62.61
17	5-1100-419-50-125-003-0-780	SAFETY-CAPITAL LEASES	'14 LEASE	C85051574	(1,016.64)
	5-1100-471-00-000-000-0-862	CAPITAL LEASES-OTHER DEBT PRINCIPAL			23,494.13
	5-1100-472-00-000-000-0-864	CAPITAL LEASES-OTHER DEBT INTEREST		PITNEY BOWES	3,075.87
18	5-1100-415-15-140-001-0-780	TAX OFF-CAPITAL LEASES	'14 LEASE	LEASE# 2355719	(26,570.00)
	5-1100-471-00-000-000-0-862	CAPITAL LEASES-OTHER DEBT PRINCIPAL			459.22
	5-1100-472-00-000-000-0-864	CAPITAL LEASES-OTHER DEBT INTEREST			24.20
19	5-1100-415-15-140-001-0-780	TAX OFF-CAPITAL LEASES	'14 LEASE	C85039130	(483.42)
	5-1100-471-00-000-000-0-862	CAPITAL LEASES-OTHER DEBT PRINCIPAL			1,072.00
	5-1100-472-00-000-000-0-864	CAPITAL LEASES-OTHER DEBT INTEREST			68.79
20	5-1100-415-15-140-001-0-780	TAX OFF-CAPITAL LEASES	'14 LEASE	C85048957	(1,140.79)
	5-1100-471-00-000-000-0-862	CAPITAL LEASES-OTHER DEBT PRINCIPAL			1,286.43
	5-1100-472-00-000-000-0-864	CAPITAL LEASES-OTHER DEBT INTEREST			82.56
21	5-1100-415-15-140-001-0-780	TAX OFF-CAPITAL LEASES	'14 LEASE	C85050070	(1,368.99)
	5-1100-471-00-000-000-0-862	CAPITAL LEASES-OTHER DEBT PRINCIPAL			571.08
	5-1100-472-00-000-000-0-864	CAPITAL LEASES-OTHER DEBT INTEREST			35.82
22	5-1100-415-15-140-001-0-780	TAX OFF-CAPITAL LEASES	'14 LEASE	C85050267	(606.90)
	5-1100-471-00-000-000-0-862	CAPITAL LEASES-OTHER DEBT PRINCIPAL			569.54
	5-1100-472-00-000-000-0-864	CAPITAL LEASES-OTHER DEBT INTEREST			37.36
23	5-1100-415-15-140-001-0-780	TAX OFF-CAPITAL LEASES	'14 LEASE	C85050268	(606.90)
	5-1100-471-00-000-000-0-862	CAPITAL LEASES-OTHER DEBT PRINCIPAL			407.26
	5-1100-472-00-000-000-0-864	CAPITAL LEASES-OTHER DEBT INTEREST			26.72
24	5-1100-415-15-140-001-0-780	TAX OFF-CAPITAL LEASES	'14 LEASE	S9048700019	(433.98)
	5-1100-471-00-000-000-0-862	CAPITAL LEASES-OTHER DEBT PRINCIPAL			434.00
	5-1100-472-00-000-000-0-864	CAPITAL LEASES-OTHER DEBT INTEREST		3229343	26.60
25	5-1100-415-15-140-001-0-780	TAX OFF-CAPITAL LEASES	'14 LEASE	S9048700924ATO	(460.60)

	ACCOUNT NAME	ACCOUNT NAME			AMOUNT
	5-1100-471-00-000-000-0-862	CAPITAL LEASES-OTHER DEBT PRINCIPAL			338.92
	5-1100-472-00-000-000-0-864	CAPITAL LEASES-OTHER DEBT INTEREST		3229334	22.73
26	5-1100-415-15-140-001-0-780	TAX OFF-CAPITAL LEASES	'14 LEASE	S9048701021ATO	(361.65)
	5-1100-471-00-000-000-0-862	CAPITAL LEASES-OTHER DEBT PRINCIPAL			912.69
	5-1100-472-00-000-000-0-864	CAPITAL LEASES-OTHER DEBT INTEREST			90.61
27	5-1100-415-18-160-001-0-780	PURCHASING-CAPITAL LEASES	'14 LEASE	C85049492	(1,003.30)
	5-1237-471-00-000-000-0-862	CAPITAL LEASES-OTHER DEBT PRINCIPAL			1,133.71
	5-1237-472-00-000-000-0-864	CAPITAL LEASES-OTHER DEBT INTEREST			56.54
	5-1237-472-00-000-000-0-864	CAPITAL LEASES-OTHER DEBT INTEREST		LATE FEE	11.90
28	5-1237-415-40-180-003-0-780	CC REC MGMT-CAPITAL LEASES	'14 LEASE	53AA3807N22V	(1,202.15)
	5-1100-471-00-000-000-0-862	CAPITAL LEASES-OTHER DEBT PRINCIPAL			900.34
	5-1100-472-00-000-000-0-864	CAPITAL LEASES-OTHER DEBT INTEREST			64.28
29	5-1100-415-50-190-002-0-780	HUMAN RESOURCES-CAPITAL LEASE	'14 LEASE	C85058683	(964.62)
	5-1100-471-00-000-000-0-862	CAPITAL LEASES-OTHER DEBT PRINCIPAL			755.55
	5-1100-472-00-000-000-0-864	CAPITAL LEASES-OTHER DEBT INTEREST			44.15
30	5-1100-415-00-200-001-0-780	INFO TECH DEPT-CAPITAL LEASES	'14 LEASE	C85047034	(799.70)
	5-1100-471-00-000-000-0-862	CAPITAL LEASES-OTHER DEBT PRINCIPAL			1,041.58
	5-1100-472-00-000-000-0-864	CAPITAL LEASES-OTHER DEBT INTEREST			51.96
31	5-1100-419-40-220-001-0-780	FACILITIES MGMT-CAPITAL LEASES	'14 LEASE	C85037342	(1,093.54)
	5-1254-471-00-000-000-0-862	CAPITAL LEASES-OTHER DEBT PRINCIPAL			1,273.81
	5-1254-472-00-000-000-0-864	CAPITAL LEASES-OTHER DEBT INTEREST			83.57
32	5-1254-412-00-270-014-0-780	HIDTA FED SHRG-USDJ-CAPITAL LEAS	'14 LEASE	RRB 05644	(1,357.38)
	5-1100-471-00-000-000-0-862	CAPITAL LEASES-OTHER DEBT PRINCIPAL			642.71
	5-1100-472-00-000-000-0-864	CAPITAL LEASES-OTHER DEBT INTEREST			58.09
33	5-1100-421-00-280-001-0-780	SHERIFF-CAPITAL LEASES	'14 LEASE	EX7004993	(700.80)
	5-1100-471-00-000-000-0-862	CAPITAL LEASES-OTHER DEBT PRINCIPAL			642.71
	5-1100-472-00-000-000-0-864	CAPITAL LEASES-OTHER DEBT INTEREST			58.09
34	5-1100-421-00-280-001-0-780	SHERIFF-CAPITAL LEASES	'14 LEASE	EX7409408	(700.80)
	5-1100-471-00-000-000-0-862	CAPITAL LEASES-OTHER DEBT PRINCIPAL			642.71
	5-1100-472-00-000-000-0-864	CAPITAL LEASES-OTHER DEBT INTEREST			58.09
35	5-1100-421-00-280-001-0-780	SHERIFF-CAPITAL LEASES	'14 LEASE	EX7419602	(700.80)
	5-1100-471-00-000-000-0-862	CAPITAL LEASES-OTHER DEBT PRINCIPAL			848.22
	5-1100-472-00-000-000-0-864	CAPITAL LEASES-OTHER DEBT INTEREST			76.68
36	5-1100-421-00-280-001-0-780	SHERIFF-CAPITAL LEASES	'14 LEASE	EX9292939	(924.90)
	5-1100-471-00-000-000-0-862	CAPITAL LEASES-OTHER DEBT PRINCIPAL			848.22
	5-1100-472-00-000-000-0-864	CAPITAL LEASES-OTHER DEBT INTEREST			76.68
37	5-1100-421-00-280-001-0-780	SHERIFF-CAPITAL LEASES	'14 LEASE	EX9292991	(924.90)
	5-1100-471-00-000-000-0-862	CAPITAL LEASES-OTHER DEBT PRINCIPAL			848.22
	5-1100-472-00-000-000-0-864	CAPITAL LEASES-OTHER DEBT INTEREST			76.68
38	5-1100-421-00-280-001-0-780	SHERIFF-CAPITAL LEASES	'14 LEASE	EX9292993	(924.90)
	5-1100-471-00-000-000-0-862	CAPITAL LEASES-OTHER DEBT PRINCIPAL			192.25
	5-1100-472-00-000-000-0-864	CAPITAL LEASES-OTHER DEBT INTEREST			18.23
39	5-1100-423-21-280-002-0-780	JAIL-CAPITAL LEASES	'14 LEASE	A2T194562	(210.48)
	5-1100-471-00-000-000-0-862	CAPITAL LEASES-OTHER DEBT PRINCIPAL			768.13
	5-1100-472-00-000-000-0-864	CAPITAL LEASES-OTHER DEBT INTEREST			72.83
40	5-1100-423-21-280-002-0-780	JAIL-CAPITAL LEASES	'14 LEASE	EX7418566	(840.96)

	ACCOUNT NAME	ACCOUNT NAME			AMOUNT
	5-1100-471-00-000-000-0-862	CAPITAL LEASES-OTHER DEBT PRINCIPAL			768.13
	5-1100-472-00-000-000-0-864	CAPITAL LEASES-OTHER DEBT INTEREST			72.83
41	5-1100-423-21-280-002-0-780	JAIL-CAPITAL LEASES	'14 LEASE	EX7418664	(840.96)
	5-1100-471-00-000-000-0-862	CAPITAL LEASES-OTHER DEBT PRINCIPAL			768.13
	5-1100-472-00-000-000-0-864	CAPITAL LEASES-OTHER DEBT INTEREST			72.83
42	5-1100-423-21-280-002-0-780	JAIL-CAPITAL LEASES	'14 LEASE	EX7418776	(840.96)
	5-1100-471-00-000-000-0-862	CAPITAL LEASES-OTHER DEBT PRINCIPAL			768.13
	5-1100-472-00-000-000-0-864	CAPITAL LEASES-OTHER DEBT INTEREST			72.83
43	5-1100-423-21-280-002-0-780	JAIL-CAPITAL LEASES	'14 LEASE	EX7419532	(840.96)
	5-1100-471-00-000-000-0-862	CAPITAL LEASES-OTHER DEBT PRINCIPAL			768.13
	5-1100-472-00-000-000-0-864	CAPITAL LEASES-OTHER DEBT INTEREST			72.83
44	5-1100-423-21-280-002-0-780	JAIL-CAPITAL LEASES	'14 LEASE	EX7419553	(840.96)
	5-1100-471-00-000-000-0-862	CAPITAL LEASES-OTHER DEBT PRINCIPAL			768.13
	5-1100-472-00-000-000-0-864	CAPITAL LEASES-OTHER DEBT INTEREST			72.83
45	5-1100-423-21-280-002-0-780	JAIL-CAPITAL LEASES	'14 LEASE	EX7420399	(840.96)
	5-1100-471-00-000-000-0-862	CAPITAL LEASES-OTHER DEBT PRINCIPAL			818.48
	5-1100-472-00-000-000-0-864	CAPITAL LEASES-OTHER DEBT INTEREST			76.40
46	5-1100-421-00-292-001-0-780	CONSTABLE PCT.2-CAPITAL LEASE	'14 LEASE	C85044985	(894.88)
	5-1100-471-00-000-000-0-862	CAPITAL LEASES-OTHER DEBT PRINCIPAL			714.65
	5-1100-472-00-000-000-0-864	CAPITAL LEASES-OTHER DEBT INTEREST			43.80
47	5-1100-421-00-293-001-0-780	CONSTABLE PCT.3-CAPITAL LEASES	'14 LEASE	C85048068	(758.45)
	5-1100-471-00-000-000-0-862	CAPITAL LEASES-OTHER DEBT PRINCIPAL			1,000.59
	5-1100-472-00-000-000-0-864	CAPITAL LEASES-OTHER DEBT INTEREST			71.43
48	5-1100-422-10-300-001-0-780	FIRE MARSHAL-CAPITAL LEASES	'14 LEASE	C85057181	(1,072.02)
	5-1100-471-00-000-000-0-862	CAPITAL LEASES-OTHER DEBT PRINCIPAL			385.70
	5-1100-472-00-000-000-0-864	CAPITAL LEASES-OTHER DEBT INTEREST			28.66
49	5-1100-422-10-300-001-0-780	FIRE MARSHAL-CAPITAL LEASES	'14 LEASE	S9048500394ATC	(414.36)
	5-1100-471-00-000-000-0-862	CAPITAL LEASES-OTHER DEBT PRINCIPAL			13,338.60
	5-1100-472-00-000-000-0-864	CAPITAL LEASES-OTHER DEBT INTEREST			760.20
50	5-1100-441-00-340-003-0-780	HEALTH CLINICS-CAPITAL LEASES	'14 LEASE	10 COPIERS	(14,098.80)
	5-1100-471-00-000-000-0-862	CAPITAL LEASES-OTHER DEBT PRINCIPAL			1,195.86
	5-1100-472-00-000-000-0-864	CAPITAL LEASES-OTHER DEBT INTEREST			68.16
51	5-1100-441-00-340-003-0-780	HEALTH CLINICS-CAPITAL LEASES	'14 LEASE	C85045966	(1,264.02)
	5-1293-471-00-340-013-6-862	CAPITAL LEASES-OTHER DEBT PRINCIPAL			1,377.58
	5-1293-472-00-340-013-6-864	CAPITAL LEASES-OTHER DEBT INTEREST			124.52
52	5-1293-441-00-340-013-6-780	CPS/HAZARDS-CAPITAL LEASES	'14 LEASE	C85046271	(1,502.10)
	5-1292-471-00-350-001-5-862	CAPITAL LEASES-OTHER DEBT PRINCIPAL			1,403.40
	5-1292-472-00-350-001-5-864	CAPITAL LEASES-OTHER DEBT INTEREST			90.06
	5-1292-441-00-350-001-5-780	WIC ADM-CAPITAL LEASES	'14 LEASE	2 COPIERS	(1,493.46)
	5-1292-471-00-350-001-6-862	CAPITAL LEASES-OTHER DEBT PRINCIPAL			1,414.82
	5-1292-472-00-350-001-6-864	CAPITAL LEASES-OTHER DEBT INTEREST			78.64
53	5-1292-441-00-350-001-6-780	WIC ADM-CAPITAL LEASES	'14 LEASE	2 COPIERS	(1,493.46)
	5-1100-471-00-000-000-0-862	CAPITAL LEASES-OTHER DEBT PRINCIPAL			1,178.80
	5-1100-472-00-000-000-0-864	CAPITAL LEASES-OTHER DEBT INTEREST			25.76
54	5-1100-412-00-006-001-0-780	332ND DC-CAPITAL LEASES	'13 LEASE	EX7-384130	(1,204.56)

	ACCOUNT NAME	ACCOUNT NAME			AMOUNT
	5-1100-471-00-000-000-0-862	CAPITAL LEASES-OTHER DEBT PRINCIPAL			1,730.12
	5-1100-472-00-000-000-0-864	CAPITAL LEASES-OTHER DEBT INTEREST			42.27
55	5-1100-412-00-008-001-0-780	389TH DC-CAPITAL LEASES	'13 LEASE	XDC-400520	(1,772.39)
	5-1100-471-00-000-000-0-862	CAPITAL LEASES-OTHER DEBT PRINCIPAL			1,860.10
	5-1100-472-00-000-000-0-864	CAPITAL LEASES-OTHER DEBT INTEREST			50.97
56	5-1100-412-00-022-001-0-780	CCL#2-CAPITAL LEASES	'13 LEASE	MX1-184485	(1,911.07)
	5-1100-471-00-000-000-0-862	CAPITAL LEASES-OTHER DEBT PRINCIPAL			1,055.68
	5-1100-472-00-000-000-0-864	CAPITAL LEASES-OTHER DEBT INTEREST			15.80
57	5-1100-412-00-045-001-0-780	AUXILIARY CRT-CAPITAL LEASES	'13 LEASE	XEH-074669	(1,071.48)
	5-1100-471-00-000-000-0-862	CAPITAL LEASES-OTHER DEBT PRINCIPAL			1,769.87
	5-1100-472-00-000-000-0-864	CAPITAL LEASES-OTHER DEBT INTEREST			63.28
58	5-1100-412-00-055-001-0-780	CHILD PROTECTION CRT-CAPITAL LE	'13 LEASE	EX7-386328	(1,833.15)
	5-1200-471-00-000-000-0-862	CAPITAL LEASES-OTHER DEBT PRINCIPAL			464.25
	5-1200-472-00-000-000-0-864	CAPITAL LEASES-OTHER DEBT INTEREST			13.35
59	5-1200-431-00-122-005-0-780	PCT2 ADM-CAPITAL LEASES	'13 LEASE	FRU87557	(477.60)
	5-1200-471-00-000-000-0-862	CAPITAL LEASES-OTHER DEBT PRINCIPAL			662.53
	5-1200-472-00-000-000-0-864	CAPITAL LEASES-OTHER DEBT INTEREST			20.93
60	5-1200-431-00-122-005-0-780	PCT2 ADM-CAPITAL LEASES	'13 LEASE	HRQ10062	(683.46)
	5-1200-471-00-000-000-0-862	CAPITAL LEASES-OTHER DEBT PRINCIPAL			451.46
	5-1200-472-00-000-000-0-864	CAPITAL LEASES-OTHER DEBT INTEREST			49.54
61	5-1200-431-00-122-005-0-780	PCT2 ADM-CAPITAL LEASES	'13 LEASE	LYA-03876	(501.00)
	5-1200-471-00-000-000-0-862	CAPITAL LEASES-OTHER DEBT PRINCIPAL			941.79
	5-1200-472-00-000-000-0-864	CAPITAL LEASES-OTHER DEBT INTEREST			32.37
62	5-1200-431-00-124-005-0-780	PCT4 ADM-CAPITAL LEASES	'13 LEASE	AE9-896454	(974.16)
	5-1100-471-00-000-000-0-862	CAPITAL LEASES-OTHER DEBT PRINCIPAL			3,384.68
	5-1100-472-00-000-000-0-864	CAPITAL LEASES-OTHER DEBT INTEREST			83.33
63	5-1100-413-00-125-001-0-780	EXECUTIVE OFFICE-CAPITAL LEASES	'13 LEASE	MX4-318178	(3,468.01)
	5-1100-471-00-000-000-0-862	CAPITAL LEASES-OTHER DEBT PRINCIPAL		EX9-286962-old	2,494.06
	5-1100-472-00-000-000-0-864	CAPITAL LEASES-OTHER DEBT INTEREST		EX9-282399-prvs	103.22
64	5-1100-414-00-130-001-0-780	ELECTIONS DEPT-CAPITAL LEASES	'13 LEASE	EX9-294148	(2,597.28)
	5-1100-471-00-000-000-0-862	CAPITAL LEASES-OTHER DEBT PRINCIPAL			1,229.76
	5-1100-472-00-000-000-0-864	CAPITAL LEASES-OTHER DEBT INTEREST			50.89
65	5-1100-415-15-140-001-0-780	TAX OFF-CAPITAL LEASES	'13 LEASE	EX7-401140	(1,280.65)
	5-1100-471-00-000-000-0-862	CAPITAL LEASES-OTHER DEBT PRINCIPAL			1,229.76
	5-1100-472-00-000-000-0-864	CAPITAL LEASES-OTHER DEBT INTEREST			50.89
66	5-1100-415-15-140-001-0-780	TAX OFF-CAPITAL LEASES	'13 LEASE	EX7-401158	(1,280.65)
	5-1100-471-00-000-000-0-862	CAPITAL LEASES-OTHER DEBT PRINCIPAL		PAID FR 442	1,229.76
	5-1100-472-00-000-000-0-864	CAPITAL LEASES-OTHER DEBT INTEREST			50.89
67	5-1100-415-15-140-001-0-780	TAX OFF-CAPITAL LEASES	'13 LEASE	EX7-401319	(1,280.65)
	5-1100-471-00-000-000-0-862	CAPITAL LEASES-OTHER DEBT PRINCIPAL			1,229.76
	5-1100-472-00-000-000-0-864	CAPITAL LEASES-OTHER DEBT INTEREST			50.89
68	5-1100-415-15-140-001-0-780	TAX OFF-CAPITAL LEASES	'13 LEASE	EX7-401556	(1,280.65)
	5-1100-471-00-000-000-0-862	CAPITAL LEASES-OTHER DEBT PRINCIPAL			1,058.60
	5-1100-472-00-000-000-0-864	CAPITAL LEASES-OTHER DEBT INTEREST			12.94
69	5-1100-415-16-150-001-0-780	CO TREASURER-CAPITAL LEASES	'13 LEASE	XEH-071727	(1,071.54)

	ACCOUNT NAME	ACCOUNT NAME		AMOUNT
	5-1100-471-00-000-000-0-862	CAPITAL LEASES-OTHER DEBT PRINCIPAL		1,226.71
	5-1100-472-00-000-000-0-864	CAPITAL LEASES-OTHER DEBT INTEREST		23.42
70	5-1100-415-21-170-001-0-780	CO AUDITOR-CAPITAL LEASES '13 LEASE	XEH-077223	(1,250.13)
	5-1100-471-00-000-000-0-862	CAPITAL LEASES-OTHER DEBT PRINCIPAL		1,226.71
	5-1100-472-00-000-000-0-864	CAPITAL LEASES-OTHER DEBT INTEREST		23.42
71	5-1100-415-21-170-001-0-780	CO AUDITOR-CAPITAL LEASES '13 LEASE	XEH-077285	(1,250.13)
	5-1100-471-00-000-000-0-862	CAPITAL LEASES-OTHER DEBT PRINCIPAL		2,001.77
	5-1100-472-00-000-000-0-864	CAPITAL LEASES-OTHER DEBT INTEREST		38.24
72	5-1100-415-21-170-001-0-780	CO AUDITOR-CAPITAL LEASES '13 LEASE	XKK-422203	(2,040.01)
	5-1100-471-00-000-000-0-862	CAPITAL LEASES-OTHER DEBT PRINCIPAL		405.93
	5-1100-472-00-000-000-0-864	CAPITAL LEASES-OTHER DEBT INTEREST		13.95
73	5-1100-415-40-180-001-0-780	CO CLERK-CAPITAL LEASES '13 LEASE	C85027808	(419.88)
	5-1100-471-00-000-000-0-862	CAPITAL LEASES-OTHER DEBT PRINCIPAL		404.84
	5-1100-472-00-000-000-0-864	CAPITAL LEASES-OTHER DEBT INTEREST		15.04
74	5-1100-415-40-180-001-0-780	CO CLERK-CAPITAL LEASES '13 LEASE	C85028015	(419.88)
	5-1100-471-00-000-000-0-862	CAPITAL LEASES-OTHER DEBT PRINCIPAL		523.65
	5-1100-472-00-000-000-0-864	CAPITAL LEASES-OTHER DEBT INTEREST		20.20
75	5-1100-415-40-180-001-0-780	CO CLERK-CAPITAL LEASES '13 LEASE	C85028197	(543.85)
	5-1100-471-00-000-000-0-862	CAPITAL LEASES-OTHER DEBT PRINCIPAL		1,078.14
	5-1100-472-00-000-000-0-864	CAPITAL LEASES-OTHER DEBT INTEREST		40.08
76	5-1100-415-40-180-001-0-780	CO CLERK-CAPITAL LEASES '13 LEASE	C85028451	(1,118.22)
	5-1100-471-00-000-000-0-862	CAPITAL LEASES-OTHER DEBT PRINCIPAL		897.23
	5-1100-472-00-000-000-0-864	CAPITAL LEASES-OTHER DEBT INTEREST		34.62
77	5-1100-415-40-180-001-0-780	CO CLERK-CAPITAL LEASES '13 LEASE	C85028452	(931.85)
	5-1237-471-00-000-000-0-862	CAPITAL LEASES-OTHER DEBT PRINCIPAL		1,252.73
	5-1237-472-00-000-000-0-864	CAPITAL LEASES-OTHER DEBT INTEREST		51.86
78	5-1237-415-40-180-003-0-780	CC REC MGMT-CAPITAL LEASES '13 LEASE	C85028052	(1,304.59)
	5-1237-471-00-000-000-0-862	CAPITAL LEASES-OTHER DEBT PRINCIPAL		1,078.14
	5-1237-472-00-000-000-0-864	CAPITAL LEASES-OTHER DEBT INTEREST		40.08
79	5-1237-415-40-180-003-0-780	CC REC MGMT-CAPITAL LEASES '13 LEASE	C85028450	(1,118.22)
	5-1100-471-00-000-000-0-862	CAPITAL LEASES-OTHER DEBT PRINCIPAL		1,203.69
	5-1100-472-00-000-000-0-864	CAPITAL LEASES-OTHER DEBT INTEREST		46.44
80	5-1100-421-00-280-001-0-780	SHERIFF-CAPITAL LEASES '13 LEASE	EX7-393320	(1,250.13)
	5-1100-471-00-000-000-0-862	CAPITAL LEASES-OTHER DEBT PRINCIPAL		1,033.13
	5-1100-472-00-000-000-0-864	CAPITAL LEASES-OTHER DEBT INTEREST		38.41
81	5-1100-421-00-280-001-0-780	SHERIFF-CAPITAL LEASES '13 LEASE	EX7-398378	(1,071.54)
	5-1100-471-00-000-000-0-862	CAPITAL LEASES-OTHER DEBT PRINCIPAL		1,795.12
	5-1100-472-00-000-000-0-864	CAPITAL LEASES-OTHER DEBT INTEREST		66.74
82	5-1100-421-00-280-001-0-780	SHERIFF-CAPITAL LEASES '13 LEASE	EX9-286496	(1,861.86)
	5-1100-471-00-000-000-0-862	CAPITAL LEASES-OTHER DEBT PRINCIPAL	PAID IN PD1-7	
	5-1100-472-00-000-000-0-864	CAPITAL LEASES-OTHER DEBT INTEREST		
83	5-1100-421-00-280-083-0-780	JAIL-CAPITAL LEASES '13 LEASE	system comm	

	ACCOUNT NAME	ACCOUNT NAME		AMOUNT
	5-1292-471-00-350-001-5-862	CAPITAL LEASES-OTHER DEBT PRINCIPAL		1,411.48
	5-1292-472-00-350-001-5-864	CAPITAL LEASES-OTHER DEBT INTEREST		131.60
	5-1292-441-00-350-001-5-780	WIC ADM-CAPITAL LEASES '13 LEASE		(1,543.08)
	5-1292-471-00-350-001-6-862	CAPITAL LEASES-OTHER DEBT PRINCIPAL		1,422.68
	5-1292-472-00-350-001-6-864	CAPITAL LEASES-OTHER DEBT INTEREST		120.40
84	5-1292-441-00-350-001-6-780	WIC ADM-CAPITAL LEASES '13 LEASE	28 COPIERS	(1,543.08)
	5-1100-471-00-000-000-0-862	CAPITAL LEASES-OTHER DEBT PRINCIPAL		468.76
	5-1100-472-00-000-000-0-864	CAPITAL LEASES-OTHER DEBT INTEREST		2.54
85	5-1100-412-00-009-003-0-780	INDIGENT DEFENSE-CAPITAL LEASES '12 LEASE	LNX-631521	(471.30)
	5-1282-471-00-085-004-5-862	CAPITAL LEASES-OTHER DEBT PRINCIPAL		219.15
	5-1282-472-00-085-004-5-864	CAPITAL LEASES-OTHER DEBT INTEREST		0.59
86	5-1282-412-30-085-004-5-780	PUBLIC DEFENDER'S JUV SECT-CAPIT '12 LEASE	XEH-799421	(219.74)
	5-1247-471-00-000-000-0-862	CAPITAL LEASES-OTHER DEBT PRINCIPAL		805.76
	5-1247-472-00-000-000-0-864	CAPITAL LEASES-OTHER DEBT INTEREST		23.20
87	5-1247-412-50-100-001-0-780	LAW LIBRARY-CAPITAL LEASES '12 LEASE	DGA-32126	(828.96)
	5-1100-471-00-000-000-0-862	CAPITAL LEASES-OTHER DEBT PRINCIPAL		709.56
	5-1100-472-00-000-000-0-864	CAPITAL LEASES-OTHER DEBT INTEREST		4.80
88	5-1100-466-00-124-077-0-780	PCT4 CRC-CAPITAL LEASES '12 LEASE	XEH-804063	(714.36)
	5-1100-471-00-000-000-0-862	CAPITAL LEASES-OTHER DEBT PRINCIPAL		3,511.39
	5-1100-472-00-000-000-0-864	CAPITAL LEASES-OTHER DEBT INTEREST		71.89
89	5-1100-415-18-160-001-0-780	PURCHASING-CAPITAL LEASES '12 LEASE	XKP-065112	(3,583.28)
	5-1100-471-00-000-000-0-862	CAPITAL LEASES-OTHER DEBT PRINCIPAL		1,534.50
	5-1100-472-00-000-000-0-864	CAPITAL LEASES-OTHER DEBT INTEREST		59.19
90	5-1100-421-00-294-001-0-780	CONSTABLE PCT.4-CAPITAL LEASES '12 LEASE	XKK-415666	(1,593.69)
	5-1100-471-71-330-001-0-862	CAPITAL LEASES-OTHER DEBT PRINCIPAL		1,482.08
	5-1100-472-71-330-001-0-864	CAPITAL LEASES-OTHER DEBT INTEREST	XEL-565450	10.04
91	5-1100-423-71-330-001-0-780	JUVENILE DS-CAPITAL LEASES '12 LEASE	EX9-294936 NEW	(1,492.12)
	5-1100-471-00-000-000-0-862	CAPITAL LEASES-OTHER DEBT PRINCIPAL		5,914.80
	5-1100-472-00-000-000-0-864	CAPITAL LEASES-OTHER DEBT INTEREST		129.28
92	5-1100-441-00-340-001-0-780	HEALTH ADM-CAPITAL LEASES '12 LEASE	RFX-353771	(6,044.08)
	5-1242-471-00-000-000-0-862	CAPITAL LEASES-OTHER DEBT PRINCIPAL		582.47
	5-1242-472-00-000-000-0-864	CAPITAL LEASES-OTHER DEBT INTEREST		5.53
93	5-1242-412-00-060-001-0-780	JUSTICE CRT TECH-CAPITAL LEASES '11 LEASE	C14113938	(588.00)
	5-1242-471-00-000-000-0-862	CAPITAL LEASES-OTHER DEBT PRINCIPAL		
	5-1242-472-00-000-000-0-864	CAPITAL LEASES-OTHER DEBT INTEREST	NO PMTS 2015	
94	5-1242-412-00-060-001-0-780	JUSTICE CRT TECH-CAPITAL LEASES '11 LEASE	XEK-585977	
	5-1100-471-00-000-000-0-862	CAPITAL LEASES-OTHER DEBT PRINCIPAL	NO PMTS IN	
	5-1100-472-00-000-000-0-864	CAPITAL LEASES-OTHER DEBT INTEREST	2014&2015	
95	5-1100-412-00-061-001-0-780	JP PCT.1/PL1-CAPITAL LEASES '11 LEASE	WRR-560430	
	5-1100-471-00-000-000-0-862	CAPITAL LEASES-OTHER DEBT PRINCIPAL		438.62
	5-1100-472-00-000-000-0-864	CAPITAL LEASES-OTHER DEBT INTEREST		2.38
96	5-1100-412-00-062-001-0-780	JP PCT 1/PL 2-CAPITAL LEASES '11 LEASE	C14112315	(441.00)
	5-1100-471-00-000-000-0-862	CAPITAL LEASES-OTHER DEBT PRINCIPAL		125.06
	5-1100-472-00-000-000-0-864	CAPITAL LEASES-OTHER DEBT INTEREST		0.34
97	5-1100-419-10-210-001-0-780	PLANNING DEPT-CAPITAL LEASES '11 LEASE	C14111771	(125.40)

	ACCOUNT NAME	ACCOUNT NAME		AMOUNT
	5-1100-471-00-000-000-0-862	CAPITAL LEASES-OTHER DEBT PRINCIPAL		335.10
	5-1100-472-00-000-000-0-864	CAPITAL LEASES-OTHER DEBT INTEREST		0.90
98	5-1100-419-10-210-001-0-780	PLANNING DEPT-CAPITAL LEASES '11 LEASE	3 COPIERS	(336.00)
	5-1100-471-00-000-000-0-862	CAPITAL LEASES-OTHER DEBT PRINCIPAL		520.76
	5-1100-472-00-000-000-0-864	CAPITAL LEASES-OTHER DEBT INTEREST		4.24
99	5-1100-421-00-291-001-0-780	CONSTABLE PCT.5-CAPITAL LEASES '11 LEASE	C14109389	(525.00)
	5-1100-471-00-000-000-0-862	CAPITAL LEASES-OTHER DEBT PRINCIPAL		473.50
	5-1100-472-00-000-000-0-864	CAPITAL LEASES-OTHER DEBT INTEREST		1.92
100	5-1100-444-00-370-001-0-780	VETERAN'S SRV-CAPITAL LEASES '11 LEASE	XDC-343191	(475.42)

TOTALS: -

Total Principal	208,359.29
Total Interest	11,543.65
	219,902.94

COMMENTS:
Period 8-13

TRANSFER NEEDED FOR PAYMENT OF CAPITAL LEASES

DEPARTMENT HEAD SIGNATURE

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

DATE: JUNE 7, 2016

DEPARTMENT HEAD: RAY EUFRACIO, CPA, HIDALGO COUNTY AUDITOR
PREPARED BY: MILLY RODRIGUEZ
DEPARTMENT NAME: HIDALGO COUNTY AUDITOR'S OFFICE
ACCOUNT NUMBER: 5-XXXX-XXX-XX-XXX-XXX-X-XXX

SUBJECT: Interfund transfer(s) (Increases(decrease)) in Accordance with Local Government Code, Chapter 111, Subchapter C

Honorable Commissioners' Court of Hidalgo County:

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

	ACCOUNT NAME	ACCOUNT NAME			AMOUNT
C.a	5-1100-471-00-000-000-0-862	CAPITAL LEASES-OTHER DEBT PRINCIPAL			1,181.00
	5-1100-472-00-000-000-0-864	CAPITAL LEASES-OTHER DEBT INTEREST			49.85
	5-1100-412-00-008-001-0-780	CCL#7-CAPITAL LEASES	'13 LEASE	XDC-400520	(1,230.85)
C.b	5-1100-471-00-000-000-0-862	CAPITAL LEASES-OTHER DEBT PRINCIPAL			864.26
	5-1100-472-00-000-000-0-864	CAPITAL LEASES-OTHER DEBT INTEREST			50.49
	5-1100-415-15-140-001-0-780	TAX OFF-CAPITAL LEASES	'13 LEASE	EX7-401140	(914.75)
C.c	5-1100-471-00-000-000-0-862	CAPITAL LEASES-OTHER DEBT PRINCIPAL			864.26
	5-1100-472-00-000-000-0-864	CAPITAL LEASES-OTHER DEBT INTEREST			50.49
	5-1100-415-15-140-001-0-780	TAX OFF-CAPITAL LEASES	'13 LEASE	EX7-401158	(914.75)
C.d	5-1100-471-00-000-000-0-862	CAPITAL LEASES-OTHER DEBT PRINCIPAL			864.26
	5-1100-472-00-000-000-0-864	CAPITAL LEASES-OTHER DEBT INTEREST			50.49
	5-1100-415-15-140-001-0-780	TAX OFF-CAPITAL LEASES	'13 LEASE	EX7-401319	(914.75)
C.e	5-1100-471-00-000-000-0-862	CAPITAL LEASES-OTHER DEBT PRINCIPAL			864.26
	5-1100-472-00-000-000-0-864	CAPITAL LEASES-OTHER DEBT INTEREST			50.49
	5-1100-415-15-140-001-0-780	TAX OFF-CAPITAL LEASES	'13 LEASE	EX7-401556	(914.75)
	5-1100-471-00-000-000-0-862	CAPITAL LEASES-OTHER DEBT PRINCIPAL			337.72
	5-1100-472-00-000-000-0-864	CAPITAL LEASES-OTHER DEBT INTEREST			45.80
C.1	5-1100-412-00-027-001-0-780	CCL#7-CAPITAL LEASES	'15 LEASE	C85065935	(383.52)
	5-1200-471-00-000-000-0-862	CAPITAL LEASES-OTHER DEBT PRINCIPAL			392.74
	5-1200-472-00-000-000-0-864	CAPITAL LEASES-OTHER DEBT INTEREST			53.88
C.2	5-1200-431-00-124-005-0-780	PCT4 ADM-CAPITAL LEASES	'15 LEASE	C85072601	(446.62)
	5-1100-471-00-000-000-0-862	CAPITAL LEASES-OTHER DEBT PRINCIPAL			528.67
	5-1100-472-00-000-000-0-864	CAPITAL LEASES-OTHER DEBT INTEREST			72.47
C.3	5-1100-414-00-130-001-0-780	CCL#7-CAPITAL LEASES	'15 LEASE	C85072601	(601.14)
	5-1100-471-00-000-000-0-862	CAPITAL LEASES-OTHER DEBT PRINCIPAL			999.17
	5-1100-472-00-000-000-0-864	CAPITAL LEASES-OTHER DEBT INTEREST			90.31
1	5-1100-412-00-001-001-0-780	92ND DC-CAPITAL LEASES	'14 LEASE	C85058722	(1,089.48)
	5-1100-471-00-000-000-0-862	CAPITAL LEASES-OTHER DEBT PRINCIPAL			644.85
	5-1100-472-00-000-000-0-864	CAPITAL LEASES-OTHER DEBT INTEREST			38.61
2	5-1100-412-00-002-001-0-780	93RD DC-CAPITAL LEASES	'14 LEASE	HRQ08255	(683.46)
	5-1100-471-00-000-000-0-862	CAPITAL LEASES-OTHER DEBT PRINCIPAL			680.09
	5-1100-472-00-000-000-0-864	CAPITAL LEASES-OTHER DEBT INTEREST			81.81
3	5-1100-412-00-010-001-0-780	430TH DC-CAPITAL LEASES	'14 LEASE	C85052896	(761.90)
	5-1100-471-00-000-000-0-862	CAPITAL LEASES-OTHER DEBT PRINCIPAL			1,262.96
	5-1100-472-00-000-000-0-864	CAPITAL LEASES-OTHER DEBT INTEREST			88.32
4	5-1100-412-00-011-001-0-780	449TH DC-CAPITAL LEASES	'14 LEASE	C85041979	(1,351.28)

	ACCOUNT NAME	ACCOUNT NAME		AMOUNT
	5-1100-471-00-000-000-0-862	CAPITAL LEASES-OTHER DEBT PRINCIPAL		1,210.87
	5-1100-472-00-000-000-0-864	CAPITAL LEASES-OTHER DEBT INTEREST		86.45
5	5-1100-412-00-021-001-0-780	CCL#1-CAPITAL LEASES '14 LEASE	C85043700	(1,297.32)
	5-1242-471-00-000-000-0-862	CAPITAL LEASES-OTHER DEBT PRINCIPAL		792.56
	5-1242-472-00-000-000-0-864	CAPITAL LEASES-OTHER DEBT INTEREST		70.48
6	5-1242-412-00-060-001-0-780	JUSTICE CRT TECH-CAPITAL LEASES '14 LEASE	C85057221	(863.04)
	5-1100-471-00-000-000-0-862	CAPITAL LEASES-OTHER DEBT PRINCIPAL		
	5-1100-472-00-000-000-0-864	CAPITAL LEASES-OTHER DEBT INTEREST	NO PMTS PD 1-7	
7	5-1100-412-00-068-001-0-780	JP PCT 4/PL 2-CAPITAL LEASES '14 LEASE	C85057435	
	5-1100-471-00-000-000-0-862	CAPITAL LEASES-OTHER DEBT PRINCIPAL	PAID FR 442	1,358.52
	5-1100-472-00-000-000-0-864	CAPITAL LEASES-OTHER DEBT INTEREST	PITNEY BOWES	165.48
8	5-1100-412-00-090-001-0-780	DIST CLERK-CAPITAL LEASES '14 LEASE	LEASE# 2965739	(1,524.00)
	5-1100-471-00-000-000-0-862	CAPITAL LEASES-OTHER DEBT PRINCIPAL		845.00
	5-1100-472-00-000-000-0-864	CAPITAL LEASES-OTHER DEBT INTEREST		53.02
9	5-1100-412-00-090-001-0-780	DIST CLERK-CAPITAL LEASES '14 LEASE	C85031932	(898.02)
	5-1100-471-00-000-000-0-862	CAPITAL LEASES-OTHER DEBT PRINCIPAL		845.00
	5-1100-472-00-000-000-0-864	CAPITAL LEASES-OTHER DEBT INTEREST		53.02
10	5-1100-412-00-090-001-0-780	DIST CLERK-CAPITAL LEASES '14 LEASE	C85031933	(898.02)
	5-1100-471-00-000-000-0-862	CAPITAL LEASES-OTHER DEBT PRINCIPAL		1,834.44
	5-1100-472-00-000-000-0-864	CAPITAL LEASES-OTHER DEBT INTEREST		115.08
11	5-1100-412-00-090-001-0-780	DIST CLERK-CAPITAL LEASES '14 LEASE	C85031934	(1,949.52)
	5-1100-471-00-000-000-0-862	CAPITAL LEASES-OTHER DEBT PRINCIPAL		982.26
	5-1100-472-00-000-000-0-864	CAPITAL LEASES-OTHER DEBT INTEREST		61.62
12	5-1100-412-00-090-001-0-780	DIST CLERK-CAPITAL LEASES '14 LEASE	C85031938	(1,043.88)
	5-1100-471-00-000-000-0-862	CAPITAL LEASES-OTHER DEBT PRINCIPAL		1,356.06
	5-1100-472-00-000-000-0-864	CAPITAL LEASES-OTHER DEBT INTEREST		85.08
13	5-1100-412-00-090-001-0-780	DIST CLERK-CAPITAL LEASES '14 LEASE	C85032674	(1,441.14)
	5-1100-471-00-000-000-0-862	CAPITAL LEASES-OTHER DEBT PRINCIPAL		974.33
	5-1100-472-00-000-000-0-864	CAPITAL LEASES-OTHER DEBT INTEREST		69.55
14	5-1100-415-15-115-001-0-780	DBM-BUDGET DIV-CAPITAL LEASES '14 LEASE	C85042528	(1,043.88)
	5-1200-471-00-000-000-0-862	CAPITAL LEASES-OTHER DEBT PRINCIPAL		1,177.11
	5-1200-472-00-000-000-0-864	CAPITAL LEASES-OTHER DEBT INTEREST		87.45
15	5-1200-431-00-122-005-0-780	PCT2 ADM-CAPITAL LEASES '14 LEASE	JWH 16176	(1,264.56)
	5-1100-471-00-000-000-0-862	CAPITAL LEASES-OTHER DEBT PRINCIPAL		727.50
	5-1100-472-00-000-000-0-864	CAPITAL LEASES-OTHER DEBT INTEREST		54.06
16	5-1100-466-00-122-082-0-780	PCT2 CRC-ALAMO-CAPITAL LEASES '14 LEASE	LYD 50589	(781.56)
	5-1100-471-00-000-000-0-862	CAPITAL LEASES-OTHER DEBT PRINCIPAL		938.68
	5-1100-472-00-000-000-0-864	CAPITAL LEASES-OTHER DEBT INTEREST		77.96
17	5-1100-419-50-125-003-0-780	SAFETY-CAPITAL LEASES '14 LEASE	C85051574	(1,016.64)
	5-1100-471-00-000-000-0-862	CAPITAL LEASES-OTHER DEBT PRINCIPAL		6,925.22
	5-1100-472-00-000-000-0-864	CAPITAL LEASES-OTHER DEBT INTEREST	PITNEY BOWES	1,045.78
18	5-1100-415-15-140-001-0-780	TAX OFF-CAPITAL LEASES '14 LEASE	LEASE# 2355719	(7,971.00)
	5-1100-471-00-000-000-0-862	CAPITAL LEASES-OTHER DEBT PRINCIPAL		322.72
	5-1100-472-00-000-000-0-864	CAPITAL LEASES-OTHER DEBT INTEREST		22.58
19	5-1100-415-15-140-001-0-780	TAX OFF-CAPITAL LEASES '14 LEASE	C85039130	(345.30)
	5-1100-471-00-000-000-0-862	CAPITAL LEASES-OTHER DEBT PRINCIPAL		753.38
	5-1100-472-00-000-000-0-864	CAPITAL LEASES-OTHER DEBT INTEREST		61.47
20	5-1100-415-15-140-001-0-780	TAX OFF-CAPITAL LEASES '14 LEASE	C85048957	(814.85)

	ACCOUNT NAME	ACCOUNT NAME			AMOUNT
	5-1100-471-00-000-000-0-862	CAPITAL LEASES-OTHER DEBT PRINCIPAL			904.10
	5-1100-472-00-000-000-0-864	CAPITAL LEASES-OTHER DEBT INTEREST			73.75
21	5-1100-415-15-140-001-0-780	TAX OFF-CAPITAL LEASES	'14 LEASE	C85050070	(977.85)
	5-1100-471-00-000-000-0-862	CAPITAL LEASES-OTHER DEBT PRINCIPAL			561.88
	5-1100-472-00-000-000-0-864	CAPITAL LEASES-OTHER DEBT INTEREST			45.02
22	5-1100-415-15-140-001-0-780	TAX OFF-CAPITAL LEASES	'14 LEASE	C85050267	(606.90)
	5-1100-471-00-000-000-0-862	CAPITAL LEASES-OTHER DEBT PRINCIPAL			467.60
	5-1100-472-00-000-000-0-864	CAPITAL LEASES-OTHER DEBT INTEREST			38.15
23	5-1100-415-15-140-001-0-780	TAX OFF-CAPITAL LEASES	'14 LEASE	C85050268	(505.75)
	5-1100-471-00-000-000-0-862	CAPITAL LEASES-OTHER DEBT PRINCIPAL			400.69
	5-1100-472-00-000-000-0-864	CAPITAL LEASES-OTHER DEBT INTEREST			33.29
24	5-1100-415-15-140-001-0-780	TAX OFF-CAPITAL LEASES	'14 LEASE	S9048700019	(433.98)
	5-1100-471-00-000-000-0-862	CAPITAL LEASES-OTHER DEBT PRINCIPAL			305.01
	5-1100-472-00-000-000-0-864	CAPITAL LEASES-OTHER DEBT INTEREST		3229343	23.99
25	5-1100-415-15-140-001-0-780	TAX OFF-CAPITAL LEASES	'14 LEASE	S9048700924ATO	(329.00)
	5-1100-471-00-000-000-0-862	CAPITAL LEASES-OTHER DEBT PRINCIPAL			334.36
	5-1100-472-00-000-000-0-864	CAPITAL LEASES-OTHER DEBT INTEREST		3229334	27.29
26	5-1100-415-15-140-001-0-780	TAX OFF-CAPITAL LEASES	'14 LEASE	S9048701021ATO	(361.65)
	5-1100-471-00-000-000-0-862	CAPITAL LEASES-OTHER DEBT PRINCIPAL			1,079.05
	5-1100-472-00-000-000-0-864	CAPITAL LEASES-OTHER DEBT INTEREST			124.91
27	5-1100-415-18-160-001-0-780	PURCHASING-CAPITAL LEASES	'14 LEASE	C85049492	(1,203.96)
	5-1237-471-00-000-000-0-862	CAPITAL LEASES-OTHER DEBT PRINCIPAL			1,561.65
	5-1237-472-00-000-000-0-864	CAPITAL LEASES-OTHER DEBT INTEREST			104.70
	5-1237-472-00-000-000-0-864	CAPITAL LEASES-OTHER DEBT INTEREST		LATE FEE	60.40
28	5-1237-415-40-180-003-0-780	CC REC MGMT-CAPITAL LEASES	'14 LEASE	53AA3807N22V	(1,726.75)
	5-1100-471-00-000-000-0-862	CAPITAL LEASES-OTHER DEBT PRINCIPAL			885.85
	5-1100-472-00-000-000-0-864	CAPITAL LEASES-OTHER DEBT INTEREST			78.77
29	5-1100-415-50-190-002-0-780	HUMAN RESOURCES-CAPITAL LEASE	'14 LEASE	C85058683	(964.62)
	5-1100-471-00-000-000-0-862	CAPITAL LEASES-OTHER DEBT PRINCIPAL			1,040.74
	5-1100-472-00-000-000-0-864	CAPITAL LEASES-OTHER DEBT INTEREST			78.84
30	5-1100-415-00-200-001-0-780	INFO TECH DEPT-CAPITAL LEASES	'14 LEASE	C85047034	(1,119.58)
	5-1100-471-00-000-000-0-862	CAPITAL LEASES-OTHER DEBT PRINCIPAL			732.02
	5-1100-472-00-000-000-0-864	CAPITAL LEASES-OTHER DEBT INTEREST			49.08
31	5-1100-419-40-220-001-0-780	FACILITIES MGMT-CAPITAL LEASES	'14 LEASE	C85037342	(781.10)
	5-1254-471-00-000-000-0-862	CAPITAL LEASES-OTHER DEBT PRINCIPAL			837.79
	5-1254-472-00-000-000-0-864	CAPITAL LEASES-OTHER DEBT INTEREST			67.13
32	5-1254-412-00-270-014-0-780	HIDTA US JUSTICE-CAPITAL LEASES	'14 LEASE	RRB 05644	(904.92)
	5-1100-471-00-000-000-0-862	CAPITAL LEASES-OTHER DEBT PRINCIPAL			885.31
	5-1100-472-00-000-000-0-864	CAPITAL LEASES-OTHER DEBT INTEREST			95.81
33	5-1100-421-00-280-001-0-780	SHERIFF-CAPITAL LEASES	'14 LEASE	EX7004993	(981.12)
	5-1100-471-00-000-000-0-862	CAPITAL LEASES-OTHER DEBT PRINCIPAL			885.31
	5-1100-472-00-000-000-0-864	CAPITAL LEASES-OTHER DEBT INTEREST			95.81
34	5-1100-421-00-280-001-0-780	SHERIFF-CAPITAL LEASES	'14 LEASE	EX7409408	(981.12)
	5-1100-471-00-000-000-0-862	CAPITAL LEASES-OTHER DEBT PRINCIPAL			885.31
	5-1100-472-00-000-000-0-864	CAPITAL LEASES-OTHER DEBT INTEREST			95.81
35	5-1100-421-00-280-001-0-780	SHERIFF-CAPITAL LEASES	'14 LEASE	EX7419602	(981.12)
	5-1100-471-00-000-000-0-862	CAPITAL LEASES-OTHER DEBT PRINCIPAL			1,168.39
	5-1100-472-00-000-000-0-864	CAPITAL LEASES-OTHER DEBT INTEREST			126.47
36	5-1100-421-00-280-001-0-780	SHERIFF-CAPITAL LEASES	'14 LEASE	EX9292939	(1,294.86)

	ACCOUNT NAME	ACCOUNT NAME		AMOUNT
	5-1100-471-00-000-000-0-862	CAPITAL LEASES-OTHER DEBT PRINCIPAL		1,168.39
	5-1100-472-00-000-000-0-864	CAPITAL LEASES-OTHER DEBT INTEREST		126.47
37	5-1100-421-00-280-001-0-780	SHERIFF-CAPITAL LEASES '14 LEASE	EX9292991	(1,294.86)
	5-1100-471-00-000-000-0-862	CAPITAL LEASES-OTHER DEBT PRINCIPAL		1,168.39
	5-1100-472-00-000-000-0-864	CAPITAL LEASES-OTHER DEBT INTEREST		126.47
38	5-1100-421-00-280-001-0-780	SHERIFF-CAPITAL LEASES '14 LEASE	EX9292993	(1,294.86)
	5-1100-471-00-000-000-0-862	CAPITAL LEASES-OTHER DEBT PRINCIPAL		189.15
	5-1100-472-00-000-000-0-864	CAPITAL LEASES-OTHER DEBT INTEREST		21.33
39	5-1100-423-21-280-002-0-780	JAIL-CAPITAL LEASES '14 LEASE	A2T194562	(210.48)
	5-1100-471-00-000-000-0-862	CAPITAL LEASES-OTHER DEBT PRINCIPAL		755.76
	5-1100-472-00-000-000-0-864	CAPITAL LEASES-OTHER DEBT INTEREST		85.20
40	5-1100-423-21-280-002-0-780	JAIL-CAPITAL LEASES '14 LEASE	EX7418566	(840.96)
	5-1100-471-00-000-000-0-862	CAPITAL LEASES-OTHER DEBT PRINCIPAL		755.76
	5-1100-472-00-000-000-0-864	CAPITAL LEASES-OTHER DEBT INTEREST		85.20
41	5-1100-423-21-280-002-0-780	JAIL-CAPITAL LEASES '14 LEASE	EX7418664	(840.96)
	5-1100-471-00-000-000-0-862	CAPITAL LEASES-OTHER DEBT PRINCIPAL		755.76
	5-1100-472-00-000-000-0-864	CAPITAL LEASES-OTHER DEBT INTEREST		85.20
42	5-1100-423-21-280-002-0-780	JAIL-CAPITAL LEASES '14 LEASE	EX7418776	(840.96)
	5-1100-471-00-000-000-0-862	CAPITAL LEASES-OTHER DEBT PRINCIPAL		755.76
	5-1100-472-00-000-000-0-864	CAPITAL LEASES-OTHER DEBT INTEREST		85.20
43	5-1100-423-21-280-002-0-780	JAIL-CAPITAL LEASES '14 LEASE	EX7419532	(840.96)
	5-1100-471-00-000-000-0-862	CAPITAL LEASES-OTHER DEBT PRINCIPAL		755.76
	5-1100-472-00-000-000-0-864	CAPITAL LEASES-OTHER DEBT INTEREST		85.20
44	5-1100-423-21-280-002-0-780	JAIL-CAPITAL LEASES '14 LEASE	EX7419553	(840.96)
	5-1100-471-00-000-000-0-862	CAPITAL LEASES-OTHER DEBT PRINCIPAL		755.76
	5-1100-472-00-000-000-0-864	CAPITAL LEASES-OTHER DEBT INTEREST		85.20
45	5-1100-423-21-280-002-0-780	JAIL-CAPITAL LEASES '14 LEASE	EX7420399	(840.96)
	5-1100-471-00-000-000-0-862	CAPITAL LEASES-OTHER DEBT PRINCIPAL		575.21
	5-1100-472-00-000-000-0-864	CAPITAL LEASES-OTHER DEBT INTEREST		63.99
46	5-1100-421-00-292-001-0-780	CONSTABLE PCT.2-CAPITAL LEASE '14 LEASE	C85044985	(639.20)
	5-1100-471-00-000-000-0-862	CAPITAL LEASES-OTHER DEBT PRINCIPAL		502.25
	5-1100-472-00-000-000-0-864	CAPITAL LEASES-OTHER DEBT INTEREST		39.50
47	5-1100-421-00-293-001-0-780	CONSTABLE PCT.3-CAPITAL LEASES '14 LEASE	C85048068	(541.75)
	5-1100-471-00-000-000-0-862	CAPITAL LEASES-OTHER DEBT PRINCIPAL		984.48
	5-1100-472-00-000-000-0-864	CAPITAL LEASES-OTHER DEBT INTEREST		87.54
48	5-1100-422-10-300-001-0-780	FIRE MARSHAL-CAPITAL LEASES '14 LEASE	C85057181	(1,072.02)
	5-1100-471-00-000-000-0-862	CAPITAL LEASES-OTHER DEBT PRINCIPAL		316.67
	5-1100-472-00-000-000-0-864	CAPITAL LEASES-OTHER DEBT INTEREST		28.63
49	5-1100-422-10-300-001-0-780	FIRE MARSHAL-CAPITAL LEASES '14 LEASE	S9048500394ATC	(345.30)
	5-1100-471-00-000-000-0-862	CAPITAL LEASES-OTHER DEBT PRINCIPAL		13,123.70
	5-1100-472-00-000-000-0-864	CAPITAL LEASES-OTHER DEBT INTEREST		975.10
50	5-1100-441-00-340-003-0-780	HEALTH CLINICS-CAPITAL LEASES '14 LEASE	10 COPIERS	(14,098.80)
	5-1100-471-00-000-000-0-862	CAPITAL LEASES-OTHER DEBT PRINCIPAL		1,176.60
	5-1100-472-00-000-000-0-864	CAPITAL LEASES-OTHER DEBT INTEREST		87.42
51	5-1100-441-00-340-003-0-780	HEALTH CLINICS-CAPITAL LEASES '14 LEASE	C85045966	(1,264.02)
	5-1293-471-00-340-013-5-862	CAPITAL LEASES-OTHER DEBT PRINCIPAL		1,624.29
	5-1293-472-00-340-013-5-864	CAPITAL LEASES-OTHER DEBT INTEREST		178.23
	5-1293-441-00-340-013-5-780	CPS/HAZARDS-CAPITAL LEASES	C85046271	(1,802.52)
	5-1293-471-00-340-013-6-862	CAPITAL LEASES-OTHER DEBT PRINCIPAL		273.29

	ACCOUNT NAME	ACCOUNT NAME		AMOUNT
	5-1293-472-00-340-013-6-864	CAPITAL LEASES-OTHER DEBT INTEREST		27.13
52	5-1293-441-00-340-013-6-780	CPS/HAZARDS-CAPITAL LEASES '14 LEASE		(300.42)
	5-1292-471-00-350-001-5-862	CAPITAL LEASES-OTHER DEBT PRINCIPAL		2,772.86
	5-1292-472-00-350-001-5-864	CAPITAL LEASES-OTHER DEBT INTEREST		214.06
	5-1292-441-00-350-001-5-780	WIC ADM-CAPITAL LEASES	2 COPIERS	(2,986.92)
	5-1292-471-00-350-001-6-862	CAPITAL LEASES-OTHER DEBT PRINCIPAL		
	5-1292-472-00-350-001-6-864	CAPITAL LEASES-OTHER DEBT INTEREST		
53	5-1292-441-00-350-001-6-780	WIC ADM-CAPITAL LEASES '14 LEASE		
	5-1100-471-00-000-000-0-862	CAPITAL LEASES-OTHER DEBT PRINCIPAL		828.43
	5-1100-472-00-000-000-0-864	CAPITAL LEASES-OTHER DEBT INTEREST		31.97
54	5-1100-412-00-006-001-0-780	332ND DC-CAPITAL LEASES '13 LEASE	EX7-384130	(860.40)
	5-1100-471-00-000-000-0-862	CAPITAL LEASES-OTHER DEBT PRINCIPAL		1,825.22
	5-1100-472-00-000-000-0-864	CAPITAL LEASES-OTHER DEBT INTEREST		85.85
55	5-1100-412-00-022-001-0-780	CCL#2-CAPITAL LEASES '13 LEASE	MX1-184485	(1,911.07)
	5-1100-471-00-000-000-0-862	CAPITAL LEASES-OTHER DEBT PRINCIPAL		1,038.68
	5-1100-472-00-000-000-0-864	CAPITAL LEASES-OTHER DEBT INTEREST		32.80
56	5-1100-412-00-045-001-0-780	AUXILIARY CRT-CAPITAL LEASES '13 LEASE	XEH-074669	(1,071.48)
	5-1100-471-00-000-000-0-862	CAPITAL LEASES-OTHER DEBT PRINCIPAL		630.64
	5-1100-472-00-000-000-0-864	CAPITAL LEASES-OTHER DEBT INTEREST		35.96
57	5-1100-412-00-055-001-0-780	CHILD PROTECTION CRT-CAPITAL LE '13 LEASE	EX7-386328	(666.60)
	5-1200-471-00-000-000-0-862	CAPITAL LEASES-OTHER DEBT PRINCIPAL		456.76
	5-1200-472-00-000-000-0-864	CAPITAL LEASES-OTHER DEBT INTEREST		20.84
58	5-1200-431-00-122-005-0-780	PCT2 ADM-CAPITAL LEASES '13 LEASE	FRU87557	(477.60)
	5-1200-471-00-000-000-0-862	CAPITAL LEASES-OTHER DEBT PRINCIPAL		651.87
	5-1200-472-00-000-000-0-864	CAPITAL LEASES-OTHER DEBT INTEREST		31.59
59	5-1200-431-00-122-005-0-780	PCT2 ADM-CAPITAL LEASES '13 LEASE	HRQ10062	(683.46)
	5-1200-471-00-000-000-0-862	CAPITAL LEASES-OTHER DEBT PRINCIPAL		444.18
	5-1200-472-00-000-000-0-864	CAPITAL LEASES-OTHER DEBT INTEREST		56.82
60	5-1200-431-00-122-005-0-780	PCT2 ADM-CAPITAL LEASES '13 LEASE	LYA-03876	(501.00)
	5-1200-471-00-000-000-0-862	CAPITAL LEASES-OTHER DEBT PRINCIPAL		926.62
	5-1200-472-00-000-000-0-864	CAPITAL LEASES-OTHER DEBT INTEREST		47.54
61	5-1200-431-00-124-005-0-780	PCT4 ADM-CAPITAL LEASES '13 LEASE	AE9-896454	(974.16)
	5-1100-471-00-000-000-0-862	CAPITAL LEASES-OTHER DEBT PRINCIPAL		2,378.68
	5-1100-472-00-000-000-0-864	CAPITAL LEASES-OTHER DEBT INTEREST		98.47
62	5-1100-413-00-125-001-0-780	EXECUTIVE OFFICE-CAPITAL LEASES '13 LEASE	MX4-318178	(2,477.15)
	5-1100-471-00-000-000-0-862	CAPITAL LEASES-OTHER DEBT PRINCIPAL	EX9-286962-old	1,752.77
	5-1100-472-00-000-000-0-864	CAPITAL LEASES-OTHER DEBT INTEREST	EX9-282399-prvs	102.43
63	5-1100-414-00-130-001-0-780	ELECTIONS DEPT-CAPITAL LEASES '13 LEASE	EX9-294148	(1,855.20)
	5-1100-471-00-000-000-0-862	CAPITAL LEASES-OTHER DEBT PRINCIPAL		1,041.55
	5-1100-472-00-000-000-0-864	CAPITAL LEASES-OTHER DEBT INTEREST		29.99
64	5-1100-415-16-150-001-0-780	CO TREASURER-CAPITAL LEASES '13 LEASE	XEH-071727	(1,071.54)
	5-1100-471-00-000-000-0-862	CAPITAL LEASES-OTHER DEBT PRINCIPAL		862.10
	5-1100-472-00-000-000-0-864	CAPITAL LEASES-OTHER DEBT INTEREST		30.85
65	5-1100-415-21-170-001-0-780	CO AUDITOR-CAPITAL LEASES '13 LEASE	XEH-077223	(892.95)
	5-1100-471-00-000-000-0-862	CAPITAL LEASES-OTHER DEBT PRINCIPAL		862.10
	5-1100-472-00-000-000-0-864	CAPITAL LEASES-OTHER DEBT INTEREST		30.85
66	5-1100-415-21-170-001-0-780	CO AUDITOR-CAPITAL LEASES '13 LEASE	XEH-077285	(892.95)
	5-1100-471-00-000-000-0-862	CAPITAL LEASES-OTHER DEBT PRINCIPAL		1,406.81
	5-1100-472-00-000-000-0-864	CAPITAL LEASES-OTHER DEBT INTEREST		50.34
67	5-1100-415-21-170-001-0-780	CO AUDITOR-CAPITAL LEASES '13 LEASE	XKK-422203	(1,457.15)

	ACCOUNT NAME	ACCOUNT NAME			AMOUNT
	5-1100-471-00-000-000-0-862	CAPITAL LEASES-OTHER DEBT PRINCIPAL			399.40
	5-1100-472-00-000-000-0-864	CAPITAL LEASES-OTHER DEBT INTEREST			20.48
68	5-1100-415-40-180-001-0-780	CO CLERK-CAPITAL LEASES	'13 LEASE	C85027808	(419.88)
	5-1100-471-00-000-000-0-862	CAPITAL LEASES-OTHER DEBT PRINCIPAL			398.32
	5-1100-472-00-000-000-0-864	CAPITAL LEASES-OTHER DEBT INTEREST			21.56
69	5-1100-415-40-180-001-0-780	CO CLERK-CAPITAL LEASES	'13 LEASE	C85028015	(419.88)
	5-1100-471-00-000-000-0-862	CAPITAL LEASES-OTHER DEBT PRINCIPAL			619.09
	5-1100-472-00-000-000-0-864	CAPITAL LEASES-OTHER DEBT INTEREST			33.53
70	5-1100-415-40-180-001-0-780	CC REC MGMT-CAPITAL LEASES	'13 LEASE	C85028197	(652.62)
	5-1100-471-00-000-000-0-862	CAPITAL LEASES-OTHER DEBT PRINCIPAL			1,060.77
	5-1100-472-00-000-000-0-864	CAPITAL LEASES-OTHER DEBT INTEREST			57.45
71	5-1100-415-40-180-001-0-780	CO CLERK-CAPITAL LEASES	'13 LEASE	C85028451	(1,118.22)
	5-1100-471-00-000-000-0-862	CAPITAL LEASES-OTHER DEBT PRINCIPAL			1,060.77
	5-1100-472-00-000-000-0-864	CAPITAL LEASES-OTHER DEBT INTEREST			57.45
72	5-1100-415-40-180-001-0-780	CO CLERK-CAPITAL LEASES	'13 LEASE	C85028452	(1,118.22)
	5-1237-471-00-000-000-0-862	CAPITAL LEASES-OTHER DEBT PRINCIPAL			880.40
	5-1237-472-00-000-000-0-864	CAPITAL LEASES-OTHER DEBT INTEREST			51.45
73	5-1237-415-40-180-003-0-780	CC REC MGMT-CAPITAL LEASES	'13 LEASE	C85028052	(931.85)
	5-1237-471-00-000-000-0-862	CAPITAL LEASES-OTHER DEBT PRINCIPAL			1,060.77
	5-1237-472-00-000-000-0-864	CAPITAL LEASES-OTHER DEBT INTEREST			57.45
74	5-1237-415-40-180-003-0-780	CC REC MGMT-CAPITAL LEASES	'13 LEASE	C85028450	(1,118.22)
	5-1100-471-00-000-000-0-862	CAPITAL LEASES-OTHER DEBT PRINCIPAL			677.66
	5-1100-472-00-000-000-0-864	CAPITAL LEASES-OTHER DEBT INTEREST			36.70
75	5-1100-421-00-280-001-0-780	SHERIFF-CAPITAL LEASES	'13 LEASE	EX7-393320	(714.36)
	5-1100-471-00-000-000-0-862	CAPITAL LEASES-OTHER DEBT PRINCIPAL			848.22
	5-1100-472-00-000-000-0-864	CAPITAL LEASES-OTHER DEBT INTEREST			44.73
76	5-1100-421-00-280-001-0-780	SHERIFF-CAPITAL LEASES	'13 LEASE	EX7-398378	(892.95)
	5-1100-471-00-000-000-0-862	CAPITAL LEASES-OTHER DEBT PRINCIPAL			1,473.85
	5-1100-472-00-000-000-0-864	CAPITAL LEASES-OTHER DEBT INTEREST			77.70
77	5-1100-421-00-280-001-0-780	SHERIFF-CAPITAL LEASES	'13 LEASE	EX9-286496	(1,551.55)
	5-1100-471-00-000-000-0-862	CAPITAL LEASES-OTHER DEBT PRINCIPAL			714,755.94
	5-1100-472-00-000-000-0-864	CAPITAL LEASES-OTHER DEBT INTEREST			70,851.12
78	5-1100-421-00-280-083-0-780	JAIL-CAPITAL LEASES	'13 LEASE	system comm	(785,607.06)
	5-1292-471-00-350-001-5-862	CAPITAL LEASES-OTHER DEBT PRINCIPAL			2,788.80
	5-1292-472-00-350-001-5-864	CAPITAL LEASES-OTHER DEBT INTEREST			297.36
79	5-1292-441-00-350-001-5-780	WIC ADM-CAPITAL LEASES	'13 LEASE	28 COPIERS	(3,086.16)
	5-1100-471-00-000-000-0-862	CAPITAL LEASES-OTHER DEBT PRINCIPAL			105.63
	5-1100-472-00-000-000-0-864	CAPITAL LEASES-OTHER DEBT INTEREST			0.29
80	5-1100-412-00-003-001-0-780	139TH DC-CAPITAL LEASES	'12 LEASE	KBM-549293	(105.92)
	5-1100-471-00-000-000-0-862	CAPITAL LEASES-OTHER DEBT PRINCIPAL			1,079.09
	5-1100-472-00-000-000-0-864	CAPITAL LEASES-OTHER DEBT INTEREST			20.61
81	5-1100-412-00-009-003-0-780	INDIGENT DEFENSE-CAPITAL LEASES	'12 LEASE	LNX-631521	(1,099.70)
	5-1282-471-00-085-004-5-862	CAPITAL LEASES-OTHER DEBT PRINCIPAL			1,302.50
	5-1282-472-00-085-004-5-864	CAPITAL LEASES-OTHER DEBT INTEREST			15.94
82	5-1282-412-30-085-004-5-780	PUBLIC DEFENDER'S JUV SECT-CAPIT	'12 LEASE	XEH-799421	(1,318.44)
	5-1282-471-00-085-004-6-862	CAPITAL LEASES-OTHER DEBT PRINCIPAL			
	5-1282-472-00-085-004-6-864	CAPITAL LEASES-OTHER DEBT INTEREST			
	5-1282-412-30-085-004-6-780	PUBLIC DEFENDER'S JUV SECT-CAPIT	'12 LEASE		
	5-1247-471-00-000-000-0-862	CAPITAL LEASES-OTHER DEBT PRINCIPAL			792.79

	ACCOUNT NAME	ACCOUNT NAME		AMOUNT
	5-1247-472-00-000-000-0-864	CAPITAL LEASES-OTHER DEBT INTEREST		36.17
83	5-1247-412-50-100-001-0-780	LAW LIBRARY-CAPITAL LEASES '12 LEASE	DGA-32126	(828.96)
	5-1100-471-00-000-000-0-862	CAPITAL LEASES-OTHER DEBT PRINCIPAL		1,050.04
	5-1100-472-00-000-000-0-864	CAPITAL LEASES-OTHER DEBT INTEREST		21.50
84	5-1100-466-00-124-077-0-780	PCT4 CRC-CAPITAL LEASES '12 LEASE	XEH-804063	(1,071.54)
	5-1100-471-00-000-000-0-862	CAPITAL LEASES-OTHER DEBT PRINCIPAL		1,727.41
	5-1100-472-00-000-000-0-864	CAPITAL LEASES-OTHER DEBT INTEREST		64.23
85	5-1100-415-18-160-001-0-780	PURCHASING-CAPITAL LEASES '12 LEASE	XKP-065112	(1,791.64)
	5-1100-471-00-000-000-0-862	CAPITAL LEASES-OTHER DEBT PRINCIPAL		1,819.09
	5-1100-472-00-000-000-0-864	CAPITAL LEASES-OTHER DEBT INTEREST	LEASE END'15	14.81
86	5-1100-444-00-240-001-0-780	HUMAN SERVICES-CAPITAL LEASES '12 LEASE	XEL-563611	(1,833.90)
	5-1100-471-00-000-000-0-862	CAPITAL LEASES-OTHER DEBT PRINCIPAL		1,078.42
	5-1100-472-00-000-000-0-864	CAPITAL LEASES-OTHER DEBT INTEREST		59.93
87	5-1100-421-00-294-001-0-780	CONSTABLE PCT.4-CAPITAL LEASES '12 LEASE	XKK-415666	(1,138.35)
	5-1100-471-00-330-002-0-862	CAPITAL LEASES-OTHER DEBT PRINCIPAL		1,830.19
	5-1100-472-00-330-002-0-864	CAPITAL LEASES-OTHER DEBT INTEREST	XEL-565450	34.96
88	5-1100-423-60-330-002-0-780	JUV PROB-CAPITAL LEASES '12 LEASE	EX9-294936 NEW	(1,865.15)
	5-1100-471-00-000-000-0-862	CAPITAL LEASES-OTHER DEBT PRINCIPAL		4,981.46
	5-1100-472-00-000-000-0-864	CAPITAL LEASES-OTHER DEBT INTEREST		199.18
89	5-1100-441-00-340-001-0-780	HEALTH ADM-CAPITAL LEASES '12 LEASE	RFX-353771	(5,180.64)
	5-1100-471-00-000-000-0-862	CAPITAL LEASES-OTHER DEBT PRINCIPAL		1,306.03
	5-1100-472-00-000-000-0-864	CAPITAL LEASES-OTHER DEBT INTEREST	LEASE END'15	12.41
90	5-1100-461-00-380-001-0-780	TX AGRILIFE EXT-CAPITAL LEASES '12 LEASE	XEH-797073	(1,318.44)
	5-1242-471-00-000-000-0-862	CAPITAL LEASES-OTHER DEBT PRINCIPAL		383.08
	5-1242-472-00-000-000-0-864	CAPITAL LEASES-OTHER DEBT INTEREST		8.92
91	5-1242-412-00-060-001-0-780	JUSTICE CRT TECH-CAPITAL LEASES '11 LEASE	C14113938	(392.00)
	5-1242-471-00-000-000-0-862	CAPITAL LEASES-OTHER DEBT PRINCIPAL		
	5-1242-472-00-000-000-0-864	CAPITAL LEASES-OTHER DEBT INTEREST	NO PMTS 2015	
92	5-1242-412-00-060-001-0-780	JUSTICE CRT TECH-CAPITAL LEASES '11 LEASE	XEK-585977	1 PMT PNDNG
	5-1100-471-00-000-000-0-862	CAPITAL LEASES-OTHER DEBT PRINCIPAL	NO PMTS IN	
	5-1100-472-00-000-000-0-864	CAPITAL LEASES-OTHER DEBT INTEREST	2014&2015	
93	5-1100-412-00-061-001-0-780	JP PCT.1/PL1-CAPITAL LEASES '11 LEASE	WRR-560430	10 PMTS PNDNG
	5-1100-471-00-000-000-0-862	CAPITAL LEASES-OTHER DEBT PRINCIPAL		866.63
	5-1100-472-00-000-000-0-864	CAPITAL LEASES-OTHER DEBT INTEREST		15.37
94	5-1100-412-00-062-001-0-780	JP PCT 1/PL 2-CAPITAL LEASES '11 LEASE	C14112315	(882.00)
	5-1100-471-00-000-000-0-862	CAPITAL LEASES-OTHER DEBT PRINCIPAL		689.44
	5-1100-472-00-000-000-0-864	CAPITAL LEASES-OTHER DEBT INTEREST	LEASE END'15	6.56
95	5-1100-412-00-064-001-0-780	JP PCT 2/PL 2-CAPITAL LEASES '11 LEASE	C14108775	(696.00)
	5-1100-471-00-000-000-0-862	CAPITAL LEASES-OTHER DEBT PRINCIPAL		555.48
	5-1100-472-00-000-000-0-864	CAPITAL LEASES-OTHER DEBT INTEREST	LEASE END'15	4.52
96	5-1100-432-00-121-001-0-780	PCT1 SANITATION-CAPITAL LEASES '11 LEASE	C14107477	(560.00)
	5-1100-471-00-000-000-0-862	CAPITAL LEASES-OTHER DEBT PRINCIPAL		340.16
	5-1100-472-00-000-000-0-864	CAPITAL LEASES-OTHER DEBT INTEREST	LEASE END'15	1.84
97	5-1100-452-00-121-013-0-780	PCT1 PARKS-CAPITAL LEASES '11 LEASE	C14107590	(342.00)
	5-1200-471-00-000-000-0-862	CAPITAL LEASES-OTHER DEBT PRINCIPAL		1,962.16
	5-1200-472-00-000-000-0-864	CAPITAL LEASES-OTHER DEBT INTEREST	LEASE END'15	10.64

	ACCOUNT NAME	ACCOUNT NAME		AMOUNT
98	5-1200-431-00-124-005-0-780	PCT4 ADM-CAPITAL LEASES '11 LEASE	XKP-514240	(1,972.80)
	5-1100-471-00-000-000-0-862	CAPITAL LEASES-OTHER DEBT PRINCIPAL		2,930.11
	5-1100-472-00-000-000-0-864	CAPITAL LEASES-OTHER DEBT INTEREST	LEASE END'15	15.89
99	5-1100-419-60-125-010-0-780	MAILING SERVICES-CAPITAL LEASES '11 LEASE	MAIL MACHINE	(2,946.00)
	5-1100-471-00-000-000-0-862	CAPITAL LEASES-OTHER DEBT PRINCIPAL		620.26
	5-1100-472-00-000-000-0-864	CAPITAL LEASES-OTHER DEBT INTEREST		6.74
100	5-1100-419-10-210-001-0-780	PLANNING DEPT-CAPITAL LEASES '11 LEASE	C14111771	(627.00)
	5-1100-471-00-000-000-0-862	CAPITAL LEASES-OTHER DEBT PRINCIPAL		1,661.94
	5-1100-472-00-000-000-0-864	CAPITAL LEASES-OTHER DEBT INTEREST		18.06
101	5-1100-419-10-210-001-0-780	PLANNING DEPT-CAPITAL LEASES '11 LEASE	3 COPIERS	(1,680.00)
	5-1100-471-00-000-000-0-862	CAPITAL LEASES-OTHER DEBT PRINCIPAL		513.76
	5-1100-472-00-000-000-0-864	CAPITAL LEASES-OTHER DEBT INTEREST		11.24
102	5-1100-421-00-291-001-0-780	CONSTABLE PCT.5-CAPITAL LEASES '11 LEASE	C14109389	(525.00)
	5-1100-471-32-330-001-0-862	CAPITAL LEASES-OTHER DEBT PRINCIPAL		325.72
	5-1100-472-32-330-001-0-864	CAPITAL LEASES-OTHER DEBT INTEREST	LEASE END'15	2.20
103	5-1100-423-32-330-001-0-780	WESL B/C-CAPITAL LEASES '11 LEASE	VMA-660931	(327.92)
	5-1100-471-00-330-002-0-862	CAPITAL LEASES-OTHER DEBT PRINCIPAL		1,504.13
	5-1100-472-00-330-002-0-864	CAPITAL LEASES-OTHER DEBT INTEREST	LEASE END'15	10.19
104	5-1100-423-60-330-002-0-780	JUV PROB-CAPITAL LEASES '11 LEASE	XEK-501614	(1,514.32)
	5-1295-471-00-330-028-0-862	CAPITAL LEASES-OTHER DEBT PRINCIPAL		244.62
	5-1295-472-00-330-028-0-864	CAPITAL LEASES-OTHER DEBT INTEREST	LEASE END'15	1.32
105	5-1295-423-00-330-028-0-780	WESL B/C-CAPITAL LEASES '11 LEASE	VMA-656167	(245.94)
	5-1100-471-00-000-000-0-862	CAPITAL LEASES-OTHER DEBT PRINCIPAL		1,172.59
	5-1100-472-00-000-000-0-864	CAPITAL LEASES-OTHER DEBT INTEREST		15.96
106	5-1100-444-00-370-001-0-780	VETERAN'S SRV-CAPITAL LEASES '11 LEASE	XDC-343191	(1,188.55)
	5-1100-471-00-000-000-0-862	CAPITAL LEASES-OTHER DEBT PRINCIPAL		478.91
	5-1100-472-00-000-000-0-864	CAPITAL LEASES-OTHER DEBT INTEREST	LEASE END'15	1.30
107	5-1100-415-18-160-001-0-780	PURCHASING-CAPITAL LEASES '10 LEASE	LXW-328831	(480.21)

TOTALS: -

Total Principal	844,324.83
Total Interest	79,442.44
	923,767.27

COMMENTS:
Period 1-7

TRANSFER NEEDED FOR PAYMENT OF CAPITAL LEASES

DEPARTMENT HEAD SIGNATURE

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

DATE: June 7, 2016

DEPARTMENT HEAD: Raymundo Eufracio, CPA

DEPARTMENT NAME: Hidalgo County Auditor's Office

ACCOUNT NUMBER: 5-XXXX-XXX-XX-XXX-XXX-X-XXX

SUBJECT: Budget Line-Item Transfer (s)

Honorable Commissioners' Court of Hidalgo County:

I submit to you for your consideration the following line-item transfers in accordance with Local Government Code, Chapter 111, Subchapter C.:

	FROM		TO		
	ACCOUNT NUMBER	ACCOUNT (OBJECT) NAME	ACCOUNT NUMBER	ACCOUNT (OBJECT) NAME	AMOUNT
R.1	5-1100-412-00-003-001-0-780	139TH DC-CAPITAL LEASES	5-1100-412-00-003-001-0-442	139TH DC-EQUIP & VEHICLE RENT	1,271.04
R.2	5-1100-412-00-008-001-0-780	389TH DC-CAPITAL LEASES	5-1100-412-00-008-001-0-350	389TH DC-OTHER SRV	123.83
R.2	5-1100-412-00-008-001-0-780	389TH DC-CAPITAL LEASES	5-1100-412-00-008-001-0-442	389TH DC-EQUIP & VEHICLE RENTALS	20.50
R.3	5-1100-412-00-009-001-0-780	398TH DC-CAPITAL LEASES	5-1100-412-00-009-001-0-442	398TH DC-EQUIP & VEHICLE RENTALS	1,401.00
R.3	5-1100-412-00-009-001-0-780	398TH DC-CAPITAL LEASES	5-1100-412-00-009-001-0-350	399th DC-OTHER SERVICES	109.02
R.4	5-1100-412-00-009-003-0-780	INDIGENT DEFENSE-CAPITAL LEASES	5-1100-412-00-009-003-0-442	INDIGENT DEFENSE-EQUIP & VEHICLE RENT	471.30
R.5	5-1100-412-00-010-001-0-780	430TH DC-CAPITAL LEASES	5-1100-412-00-010-001-0-442	430TH DC-EQUIP & VEHICLE RENT	105.92
R.6	5-1100-412-00-025-001-0-780	CCL#5-CAPITAL LEASES	5-1100-412-00-025-001-0-442	CCL#5-EQUIP & VEHICLE RENT	464.64
R.6	5-1100-412-00-025-001-0-780	CCL#5-CAPITAL LEASES	5-1100-412-00-025-001-0-350	CCL#5-OTHER SERVICES	57.84
R.7	5-1100-412-00-026-001-0-780	CCL#6-CAPITAL LEASES	5-1100-412-00-026-001-0-442	CCL#6-EQUIP & VEHICLE RENTALS	918.72
R.8	5-1242-412-00-060-001-0-780	JUSTICE CRT TECH-CAPITAL LEASES	5-1242-412-00-060-001-0-442	JUSTICE CRT TECH-EQUIP & VEHICLE RENT	196.00
R.9	5-1100-412-00-062-001-0-780	JP PCT 1/PL 2-CAPITAL LEASES	5-1100-412-00-062-001-0-442	JP PCT 1/PL 2-EQUIP & VEHICLE RENT	441.00
R.10	5-1100-412-00-064-001-0-780	JP PCT 2/PL 2-CAPITAL LEASES	5-1100-412-00-064-001-0-442	JP PCT 2/PL 2-EQUIP & VEHICLE RENT	580.00
R.11	5-1100-412-00-066-001-0-780	JP PCT 3/PL 2-CAPITAL LEASE	5-1100-412-00-066-001-0-442	JP PCT 3/PL 2-EQUIP & VEHICLE RENT	1,717.84
R.11	5-1100-412-00-066-001-0-780	JP PCT 3/PL 2-CAPITAL LEASE	5-1100-412-00-066-001-0-350	JP PCT 3/PL 2-OTHER SRV	145.36
R.12	5-1100-412-00-080-002-0-780	CRIM DA-CAPITAL LEASES	5-1100-412-00-080-002-0-442	CRIM DA-EQUIP & VEHICLE RENT	500.22
R.13	5-1100-412-00-080-002-0-780	CRIM DA-CAPITAL LEASES	5-1100-412-00-080-002-0-442	CRIM DA-EQUIP & VEHICLE RENT	500.22
R.14	5-1100-412-00-080-002-0-780	CRIM DA-CAPITAL LEASES	5-1100-412-00-080-002-0-442	CRIM DA-EQUIP & VEHICLE RENTALS	3,413.83
R.15	5-1100-412-30-085-003-0-780	PUBLIC DEFENDER-CAPITAL LEASES	5-1100-412-30-085-003-0-442	PUBLIC DEFENDER-EQUIP & VEHICLE RENTALS	429.46
R.15	5-1100-412-30-085-003-0-780	PUBLIC DEFENDER-CAPITAL LEASES	5-1100-412-30-085-003-0-350	PUBLIC DEFENDER-OTHER SERVICES	36.34
R.16	5-1100-412-30-085-003-0-780	PUBLIC DEFENDER-CAPITAL LEASES	5-1100-412-30-085-003-0-442	PUBLIC DEFENDER-EQUIP & VEHICLE RENT	219.74
R.16	5-1282-412-30-085-004-5-780	PUBLIC DEFENDER JUV SECT-CAPITAL LEASE	5-1282-412-30-085-004-5-442	PUBLIC DEFENDER JUV SECT-EQUIP & VEHICLE RENT	439.48
R.17	5-2202-419-50-115-065-0-780	DBM-W/C DIV-CAPITAL LEASES	5-2202-419-50-115-065-0-350	DBM-W/C DIV-OTHER SRV	120.70
R.18	5-1100-432-00-121-001-0-780	PCT1 SANITATION-CAPITAL LEASES	5-1100-432-00-121-001-0-442	PCT1 SANITATION-EQUIP & VEHICLE RENT	672.00
R.19	5-1200-431-00-121-004-0-780	PCT1 ADM-CAPITAL LEASES	5-1200-431-00-121-004-0-442	PCT1 ADM-EQUIP & VEHICLE RENTALS	2,162.94
R.20	5-1100-452-00-121-013-0-780	PCT1 PARKS-CAPITAL LEASES	5-1100-452-00-121-013-0-442	PCT1 PARKS-EQUIP & VEHICLE RENT	684.00
R.21	5-1100-466-00-122-018-0-780	PCT2 CRC SAN JUAN-CAPITAL LEASES	5-1100-466-00-122-018-0-442	PCT2 CRC SAN JUAN-EQUIP & VEHICLE RENT	398.00
R.22	5-1100-466-00-124-077-0-780	PCT4 CRC-CAPITAL LEASES	5-1100-466-00-124-077-0-442	PCT4 CRC-EQUIP & VEHICLE RENT	0.01
R.23	5-1100-466-00-124-077-0-780	PCT4 CRC-CAPITAL LEASES	5-1100-466-00-124-077-0-442	PCT4 CRC-EQUIP & VEHICLE RENT	178.59
R.24	5-1100-415-15-140-001-0-780	TAX OFF-CAPITAL LEASES	5-1100-415-15-140-001-0-350	TAX OFF-OTHER SRV	990.00
R.25	5-1100-415-15-140-001-0-780	TAX OFF-CAPITAL LEASES	5-1100-415-15-140-001-0-442	TAX OFF-EQUIP & VEHICLE RENTALS	586.81
R.25	5-1100-415-15-140-001-0-780	TAX OFF-CAPITAL LEASES	5-1100-415-15-140-001-0-350	TAX OFF-OTHER SERVICES	67.48
R.26	5-1100-415-16-150-001-0-780	CO TREASURER-CAPITAL LEASES	5-1100-415-16-150-001-0-442	CO TREASURER-EQUIP & VEHICLE RENTALS	608.94
R.26	5-1100-415-16-150-001-0-780	CO TREASURER-CAPITAL LEASES	5-1100-415-16-150-001-0-350	CO TREASURER-OTHER SERVICES	57.84

R.27	5-1100-415-40-180-001-0-610	CO CLERK-GENERAL SUPPLIES	5-1100-415-40-180-001-0-780	CO CLERK-CAPITAL LEASES	7.89
R.27	5-1100-415-40-180-001-0-430	CO CLERK-REPAIR & MAINT SRV	5-1100-415-40-180-001-0-780	CO CLERK-CAPITAL LEASES	425.77
R.28	5-1100-419-10-210-001-0-780	PLANNING DEPT-CAPITAL LEASES	5-1100-419-10-210-001-0-442	PLANNING DEPT-EQUIP & VEHICLE RENT	125.40
R.29	5-1100-419-10-210-001-0-780	PLANNING DEPT-CAPITAL LEASES	5-1100-419-10-210-001-0-442	PLANNING DEPT-EQUIP & VEHICLE RENT	336.00
R.30	5-1100-423-79-330-001-0-780	JUVENILE DET PRE-CAPITAL LEASES	5-1100-423-79-330-001-0-442	JUVENILE DET PRE-EQUIP & VEHICLE RENT	655.84
R.31	5-1100-423-70-330-001-0-780	JUVENILE CI-CAPITAL LEASES	5-1100-423-70-330-001-0-442	JUVENILE CI-EQUIP & VEHICLE RENTALS	2,650.06
R.32	5-1100-423-32-330-001-0-780	JUV DET HM-CAPITAL LEASES	5-1100-423-32-330-001-0-442	JUV DET HM-EQUIP & VEHICLE RENTALS	260.71
R.32	5-1100-423-79-330-001-0-780	JUVENILE DET PRE-CAPITAL LEASES	5-1100-423-79-330-001-0-442	JUVENILE DET PRE-EQUIP & VEHICLE RENT	1,564.26
R.33	5-1100-423-71-330-001-0-780	JUVENILE DS-CAPITAL LEASES	5-1100-423-71-330-001-0-442	JUVENILE DS-EQUIP & VEHICLE RENT	373.03
R.33	5-1100-423-60-330-002-0-780	JUV PROB-CAPITAL LEASES	5-1100-423-60-330-002-0-442	JUV PROB-EQUIP & VEHICLE RENT	373.03
R.34	5-1295-423-78-330-028-0-780	JUV BOOT CAMP PAS-CAPITAL LEASES	5-1295-423-78-330-028-0-442	JUV BOOT CAMP PAS-EQUIP & VEHICLE RENT	409.90
R.34	5-1295-423-00-330-028-0-780	WESL B/C-CAPITAL LEASES	5-1295-423-00-330-028-0-442	WESL B/C-EQUIP & VEHICLE RENT	81.98
R.35	5-1100-423-70-330-001-0-780	JUVENILE CI-CAPITAL LEASES	5-1100-423-70-330-001-0-442	JUVENILE CI-EQUIP & VEHICLE RENTALS	504.33
R.35	5-1295-423-00-330-028-0-780	WESL B/C-CAPITAL LEASES	5-1295-423-00-330-028-0-442	WESL B/C-EQUIP & VEHICLE RENT	468.14
R.35	5-1295-423-78-330-028-0-780	JUV BOOT CAMP PAS-CAPITAL LEASES	5-1295-423-78-330-028-0-442	JUV BOOT CAMP PAS-EQUIP & VEHICLE RENT	1,836.37
R.36	5-1100-444-00-370-001-0-780	VETERANS SRV-CAPITAL LEASES	5-1100-444-00-370-001-0-610	VETERANS SRV-GENERAL SUPPLIES	5.11
R.37	5-1100-444-00-370-001-0-780	VETERANS SRV-CAPITAL LEASES	5-1100-444-00-370-001-0-442	VETERANS SRV-EQUIP & VEHICLE RENT	475.42
R.38	5-1100-461-00-380-001-0-780	TX AGRILIFE EXT-CAPITAL LEASES	5-1100-461-00-380-001-0-442	TX AGRILIFE EXT-EQUIP & VEHICLE RENT	1,098.70
R.39	5-1100-415-00-200-001-0-531	INFO TECH DEPT-TELEPHONE	5-1100-415-00-200-001-0-780	INFO TECH DEPT-CAPITAL LEASES	74.27
R.40	5-1100-412-30-085-003-0-442	PUBLIC DEFENDER-EQUIP & VEHICLE RENT	5-1100-412-30-085-003-0-350	PUBLIC DEFENDER-OTHER SRV	90.85
R.41	5-1100-412-00-090-001-0-442	DIST CLERK-EQUIP & VEHICLE RENT	5-1100-412-00-090-001-0-780	DIST CLERK-CAPITAL LEASES	1,524.00
R.41	5-1100-412-00-090-001-0-442	DIST CLERK-EQUIP & VEHICLE RENT	5-1100-412-00-090-001-0-350	DIST CLERK-OTHER SRV	96.00
R.42	5-1100-415-15-140-001-0-442	TAX OFF-EQUIP & VEHICLE RENT	5-1100-415-15-140-001-0-780	TAX OFF-CAPITAL LEASES	1,280.65
				TOTAL	34,808.32

REASON:

Funds needed to reclassify corrections for 2015 expenditures. (period 08-13)

DEPARTMENT HEAD SIGNATURE

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

COUNTY AUDITOR'S FORM: ARS-CA-017

REVISED: 02/11/2003

DATE: June 7, 2016

DEPARTMENT HEAD: Raymundo Eufracio, CPA

DEPARTMENT NAME: Hidalgo County Auditor's Office

ACCOUNT NUMBER: 5-1100-XXX-00-XXX-XXX-X-XXX

SUBJECT: Budget Line-Item Transfer (s)

Honorable Commissioners' Court of Hidalgo County:

I submit to you for your consideration the following line-item transfers in accordance with Local Government Code, Chapter 111, Subchapter C.:

	FROM		TO		
	ACCOUNT NUMBER	ACCOUNT (OBJECT) NAME	ACCOUNT NUMBER	ACCOUNT (OBJECT) NAME	AMOUNT
R.1	5-1100-412-00-001-001-0-531	92ND DC-TELEPHONE	5-1100-412-00-001-001-0-780	92ND DC-CAPITAL LEASES	31.83
R.2	5-1100-412-00-001-001-0-780	92ND DC-CAPITAL LEASES	5-1100-412-00-001-001-0-442	92ND DC-EQUIP & VEHICLE RENT	105.92
R.3	5-1100-412-00-008-001-0-780	389TH DC-CAPITAL LEASES	5-1100-412-00-008-001-0-350	389TH DC-OTHER SERVICES	88.45
R.4	5-1100-412-00-009-001-0-780	398TH DC-CAPITAL LEASES	5-1100-412-00-009-001-0-350	399th DC-OTHER SERVICES	109.02
R.4	5-1100-412-00-009-001-0-780	398TH DC-CAPITAL LEASES	5-1100-412-00-009-001-0-442	398TH DC-EQUIP & VEHICLE RENTALS	1,401.00
R.5	5-1100-412-00-021-001-0-531	CCL#1-TELEPHONE	5-1100-412-00-021-001-0-780	CCL#1-CAPITAL LEASES	10.61
R.6	5-1100-412-00-025-001-0-780	CCL#5-CAPITAL LEASES	5-1100-412-00-025-001-0-350	CCL#5-OTHER SERVICES	57.84
R.6	5-1100-412-00-025-001-0-780	CCL#5-CAPITAL LEASES	5-1100-412-00-025-001-0-442	CCL#5-EQUIP & VEHICLE RENT	464.64
R.7	5-1100-412-00-026-001-0-780	CCL#6-CAPITAL LEASES	5-1100-412-00-026-001-0-442	CCL#6-EQUIP & VEHICLE RENTALS	1,071.84
R.8	5-1100-412-00-027-001-0-780	CCL#7-CAPITAL LEASES	5-1100-412-00-027-001-0-350	CCL#7-OTHER SERVICES	36.34
R.8	5-1100-412-00-027-001-0-780	CCL#7-CAPITAL LEASES	5-1100-412-00-027-001-0-442	CCL#7-EQUIP & VEHICLE RENTALS	468.02
R.9	5-1100-412-00-066-001-0-780	JP PCT 3/PL 2-CAPITAL LEASE	5-1100-412-00-066-001-0-442	JP PCT 3/PL 2-EQUIP & VEHICLE RENTALS	214.73
R.9	5-1100-412-00-066-001-0-780	JP PCT 3/PL 2-CAPITAL LEASE	5-1100-412-00-066-001-0-350	JP PCT 3/PL 2-OTHER SERVICES	18.17
R.10	5-1100-412-00-080-002-0-780	CRIM DA-CAPITAL LEASES	5-1100-412-00-080-002-0-442	CRIM DA-EQUIP & VEHICLE RENTALS	4,273.14
R.11	5-1100-412-30-085-003-0-780	PUBLIC DEFENDER-CAPITAL LEASES	5-1100-412-30-085-003-0-350	PUBLIC DEFENDER-OTHER SERVICES	127.19
R.11	5-1100-412-30-085-003-0-780	PUBLIC DEFENDER-CAPITAL LEASES	5-1100-412-30-085-003-0-442	PUBLIC DEFENDER-EQUIP & VEHICLE RENTALS	1,503.11
R.12	5-1100-412-00-090-001-0-780	DIST CLERK-CAPITAL LEASES	5-1100-412-00-090-001-0-442	DIST CLERK-EQUIP & VEHICLE RENTALS	2,945.42
R.14	5-1100-413-00-110-077-0-780	PUBLIC AFFAIRS-CAPITAL LEASES	5-1100-413-00-110-077-0-442	PUBLIC AFFAIRS-EQUIP & VEHICLE RENT	1,165.50
R.15	5-2202-419-50-115-065-0-780	DBM-W/C DIV-CAPITAL LEASES	5-2202-419-50-115-065-0-350	DBM-W/C DIV-EQUIP & VEHICLE RENTALS	168.98
R.16	5-1100-432-00-121-001-0-780	PCT1 SANITATION-CAPITAL LEASES	5-1100-432-00-121-001-0-442	PCT1 SANITATION-EQUIP & VEHICLE RENT	112.00
R.17	5-1200-431-00-121-004-0-780	PCT1 ADM-CAPITAL LEASES	5-1200-431-00-121-004-0-442	PCT1 ADM-EQUIP & VEHICLE RENTALS	2,883.92
R.18	5-1100-452-00-121-013-0-780	PCT1 PARKS-CAPITAL LEASES	5-1100-452-00-121-013-0-442	PCT1 PARKS-EQUIP & VEHICLE RENT	342.00
R.19	5-1100-466-00-122-018-0-780	PCT2 CRC SAN JUAN-CAPITAL LEASES	5-1100-466-00-122-018-0-442	PCT2 CRC SAN JUAN-EQUIP & VEHICLE RENT	557.20
R.20	5-1100-414-00-130-001-0-780	ELECTIONS DEPT-CAPITAL LEASES	5-1100-414-00-130-001-0-442	ELECTIONS DEPT-EQUIP & VEHICLE RENT	3,093.76
R.21	5-1100-415-15-140-001-0-780	TAX OFF-CAPITAL LEASES	5-1100-415-15-140-001-0-350	TAX OFF-OTHER SRV	297.00
R.22	5-1100-415-15-140-001-0-780	TAX OFF-CAPITAL LEASES	5-1100-415-15-140-001-0-350	TAX OFF-OTHER SERVICES	48.20
R.22	5-1100-415-15-140-001-0-780	TAX OFF-CAPITAL LEASES	5-1100-415-15-140-001-0-442	TAX OFF-EQUIP & VEHICLE RENTALS	419.15
R.23	5-1100-415-16-150-001-0-780	CO TREASURER-CAPITAL LEASES	5-1100-415-16-150-001-0-350	CO TREASURER-OTHER SERVICES	57.84
R.23	5-1100-415-16-150-001-0-780	CO TREASURER-CAPITAL LEASES	5-1100-415-16-150-001-0-442	CO TREASURER-EQUIP & VEHICLE RENTALS	608.94
R.24	5-1100-423-32-330-001-0-780	JUV DET HM-CAPITAL LEASES	5-1100-423-32-330-001-0-442	JUV DET HM-EQUIP & VEHICLE RENTALS	1,303.55
R.25	5-1100-423-60-330-002-0-780	JUV PROB-CAPITAL LEASES	5-1100-423-60-330-002-0-610	JUV PROB-GENERAL SUPPLIES	1.51
R.26	5-1100-423-60-330-002-0-780	JUV PROB-CAPITAL LEASES	5-1100-423-60-330-002-0-442	JUV PROB-EQUIP & VEHICLE RENT	378.58
R.27	5-1295-423-00-330-028-0-780	WESL B/C-CAPITAL LEASES	5-1295-423-00-330-028-0-442	WESL B/C-EQUIP & VEHICLE RENTALS	245.94
R.28	5-1295-423-00-330-028-0-780	WESL B/C-CAPITAL LEASES	5-1295-423-00-330-028-0-442	WESL B/C-EQUIP & VEHICLE RENTALS	2,808.84

R29	5-1292-441-00-350-001-5-780	WIC ADM-CAPITAL LEASES	5-1292-441-00-350-001-5-430	WIC ADM-REPAIR & MAINT SERVICES	196.00
R29	5-1292-441-00-350-001-5-430	WIC ADM-REPAIR & MAINT SERVICES	5-1292-441-00-350-001-5-780	WIC ADM-CAPITAL LEASES	497.82
R30	5-1100-412-00-090-001-0-442	DIST CLERK-EQUIP & VEHICLE RENT	5-1100-412-00-090-001-0-350	DIST CLERK-OTHER SRV	96.00
R30	5-1100-412-00-090-001-0-442	DIST CLERK-EQUIP & VEHICLE RENT	5-1100-412-00-090-001-0-780	DIST CLERK-CAPITAL LEASES	1,524.00
				TOTAL	29,734.00

REASON:

Funds needed to reclassify corrections for 2015 expenditures.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT DATE ATTEST COUNTY CLERK

COUNTY AUDITOR'S FORM: ARS-CA-017

REVISED: 02/11/2003

DATE: JUNE 7, 2016
DEPARTMENT HEAD: RAY EUFRACIO, CPA, HIDALGO COUNTY AUDITOR
DEPARTMENT NAME: HIDALGO COUNTY AUDITOR'S OFFICE
PREPARED BY: MILLY RODRIGUEZ
ACCOUNT NUMBER: 5-XXXX-XXX-XX-XXX-XXX-X-XXX

SUBJECT: Interfund transfer(s) (Increases(decrease)) in Accordance with Local Government Code, Chapter 111, Subchapter C

Honorable Commissioners' Court of Hidalgo County:

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

	Account Name	Account Number	PERIOD 8-13	Amount
C.1	5-1100-412-00-005-001-0-780	275TH DC-CAPITAL LEASES	C85086083	5,631.09
	5-1100-393-70-000-000-0-000	OTHER FINANCING SOURCES-CAPITAL LEASES		5,631.09
C.3	5-1100-412-00-028-001-0-780	CCL#8-CAPITAL LEASES	C85077272	5,331.69
	5-1100-393-70-000-000-0-000	OTHER FINANCING SOURCES-CAPITAL LEASES		5,331.69
C.4	5-1242-412-00-060-001-0-780	JUSTICE CRT TECH-CAPITAL LEASES	C85081804	6,009.89
	5-1242-393-70-000-000-0-000	OTHER FINANCING SOURCES-CAPITAL LEASES		6,009.89
C.5	5-1100-412-00-065-001-0-780	JP PCT 3/PL 1-CAPITAL LEASES	C85083609	7,601.71
	5-1100-393-70-000-000-0-000	OTHER FINANCING SOURCES-CAPITAL LEASES		7,601.71
C.6	5-1100-412-30-085-003-0-780	PUBLIC DEFENDER-CAPITAL LEASES	C85084383	6,534.50
	5-1100-393-70-000-000-0-000	OTHER FINANCING SOURCES-CAPITAL LEASES		6,534.50
C.7	5-1100-412-00-090-001-0-780	DIST CLERK-CAPITAL LEASES	3 COPIERS	19,363.86
	5-1100-393-70-000-000-0-000	OTHER FINANCING SOURCES-CAPITAL LEASES		19,363.86
C.8	5-1100-413-00-110-077-0-780	PUBLIC AFFAIRS-CAPITAL LEASES	C85072560	6,669.82
	5-1100-393-70-000-000-0-000	OTHER FINANCING SOURCES-CAPITAL LEASES		6,669.82
C.9	5-1100-432-00-124-001-0-780	PCT4 SANITATION-CAPITAL LEASES	2 CATERPILLAR	306,396.84
	5-1100-393-70-000-000-0-000	OTHER FINANCING SOURCES-CAPITAL LEASES		306,396.84
C.11	5-1100-466-00-124-077-0-780	PCT4 CRC-CAPITAL LEASES	A2M-648869	5,347.44
	5-1100-393-70-000-000-0-000	OTHER FINANCING SOURCES-CAPITAL LEASES		5,347.44
C.12	5-1100-419-60-125-010-0-780	MAILING SERVICES-CAPITAL LEASES	mail machine	51,067.12
	5-1100-393-70-000-000-0-000	OTHER FINANCING SOURCES-CAPITAL LEASES		51,067.12
C.14	5-1100-419-10-210-001-0-780	PLANNING DEPT-CAPITAL LEASES	4 COPIERS	24,057.56
	5-1100-393-70-000-000-0-000	OTHER FINANCING SOURCES-CAPITAL LEASES		24,057.56
C.15	5-1100-444-00-240-001-0-780	HUMAN SERVICES-CAPITAL LEASES	C85075547	12,298.78
	5-1100-393-70-000-000-0-000	OTHER FINANCING SOURCES-CAPITAL LEASES		12,298.78
C.16	5-1100-421-00-291-001-0-780	CONST PCT1-CAPITAL LEASES	C85084866	5,732.08
	5-1100-393-70-000-000-0-000	OTHER FINANCING SOURCES-CAPITAL LEASES		5,732.08

	Account Name	Account Number		PERIOD 8-13	Amount
C.17	5-1100-444-00-370-001-0-780	VETERANS SRV-CAPITAL LEASES		C85083329	8,169.93
	5-1100-393-70-000-000-0-000	OTHER FINANCING SOURCES-CAPITAL LEASES			8,169.93
1	5-1100-412-00-001-001-0-780	92ND DC-CAPITAL LEASES	'14 LEASE (revisec	C85058722	353.82
	5-1100-393-70-000-000-0-000	OTHER FINANCING SOURCES-CAPITAL LEASES			353.82
3	5-1100-412-00-010-001-0-780	430TH DC-CAPITAL LEASES	'14 LEASE (revisec	C85052896	361.27
	5-1100-393-70-000-000-0-000	OTHER FINANCING SOURCES-CAPITAL LEASES			361.27
4	5-1100-412-00-011-001-0-780	449TH DC-CAPITAL LEASES	'14 LEASE (revisec	C85041979	285.77
	5-1100-393-70-000-000-0-000	OTHER FINANCING SOURCES-CAPITAL LEASES			285.77
5	5-1100-412-00-021-001-0-780	CCL#1-CAPITAL LEASES	'14 LEASE (revisec	C85043700	285.71
	5-1100-393-70-000-000-0-000	OTHER FINANCING SOURCES-CAPITAL LEASES			285.71
7	5-1100-412-00-068-001-0-780	JP PCT 4/PL 2-CAPITAL LEASES	'14 LEASE (revisec	C85057435	376.70
	5-1100-393-70-000-000-0-000	OTHER FINANCING SOURCES-CAPITAL LEASES			376.70
30	5-1100-415-00-200-001-0-780	INFO TECH DEPT-CAPITAL LEASES	'14 LEASE (revisec	C85047034	305.34
	5-1100-393-70-000-000-0-000	OTHER FINANCING SOURCES-CAPITAL LEASES			305.34
46	5-1100-421-00-292-001-0-780	CONSTABLE PCT.2-CAPITAL LEASE	'14 LEASE (revisec	C85044985	337.96
	5-1100-393-70-000-000-0-000	OTHER FINANCING SOURCES-CAPITAL LEASES			337.96
55	5-1100-412-00-008-001-0-780	389TH DC-CAPITAL LEASES	'13 LEASE (revisec	XDC-400520	-
	5-1100-393-70-000-000-0-000	OTHER FINANCING SOURCES-CAPITAL LEASES			-
65-68	5-1100-415-15-140-001-0-780	TAX OFF-CAPITAL LEASES	'13 LEASE (revisec	4 COPIERS	-
	5-1100-393-70-000-000-0-000	OTHER FINANCING SOURCES-CAPITAL LEASES			-
83	5-1100-421-00-280-083-0-780	JAIL-CAPITAL LEASES	'13 LEASE	system comm	221,652.86
	5-1100-393-70-000-000-0-000	OTHER FINANCING SOURCES-CAPITAL LEASES			221,652.86
				TOTAL BUDGET INCREASE REQUEST	$ 694,171.74

REASON: TO APPROPRIATE FOR CAPITAL LEASE AGREEMENTS APPROVED BY ON COMMISSIONERS' COURT ON VARIOUS DATES AND TO ESTIMATE REVENUES FOR THE SAME AMOUNT.

DEPARTMENT HEAD SIGNATURE

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

DATE: JUNE 7, 2016
DEPARTMENT HEAD: RAY EUFRACIO, CPA, HIDALGO COUNTY AUDITOR
DEPARTMENT NAME: HIDALGO COUNTY AUDITOR'S OFFICE
ACCOUNT NUMBER: 5-XXXX-XXX-XX-XXX-XXX-X-XXX

SUBJECT: Interfund transfer(s) (Increases(decrease)) in Accordance with Local Government Code, Chapter 111, Subchapter C
Honorable Commissioners' Court of Hidalgo County:

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

PERIOD 1-7

	Account Name	Account Number		Amount
C.a	5-1100-412-00-008-001-0-780	389TH DC-CAPITAL LEASES	XDC-400520	4,152.63
	5-1100-393-70-000-000-0-000	OTHER FINANCING SOURCES-CAPITAL LEASES		4,152.63
C.b	5-1100-415-15-140-001-0-780	TAX OFF-CAPITAL LEASES	EX7-401140	4,074.15
	5-1100-393-70-000-000-0-000	OTHER FINANCING SOURCES-CAPITAL LEASES		4,074.15
C.c	5-1100-415-15-140-001-0-780	TAX OFF-CAPITAL LEASES	EX7-401158	4,074.15
	5-1100-393-70-000-000-0-000	OTHER FINANCING SOURCES-CAPITAL LEASES		4,074.15
C.d	5-1100-415-15-140-001-0-780	TAX OFF-CAPITAL LEASES	EX7-401319	4,074.15
	5-1100-393-70-000-000-0-000	OTHER FINANCING SOURCES-CAPITAL LEASES		4,074.15
C.e	5-1100-415-15-140-001-0-780	TAX OFF-CAPITAL LEASES	EX7-401556	4,074.15
	5-1100-393-70-000-000-0-000	OTHER FINANCING SOURCES-CAPITAL LEASES		4,074.15
C.1	5-1100-412-00-027-001-0-780	CCL#7-CAPITAL LEASES	C85065935	5,746.91
	5-1100-393-70-000-000-0-000	OTHER FINANCING SOURCES-CAPITAL LEASES		5,746.91
C.2	5-1200-431-00-124-005-0-780	PCT4 ADM-CAPITAL LEASES	C85072502	10,038.66
	5-1200-393-70-000-000-0-000	OTHER FINANCING SOURCES-CAPITAL LEASES		10,038.66
C.3	5-1100-414-00-130-001-0-780	ELECTIONS DEPT-CAPITAL LEASES	C85072601	13,511.81
	5-1100-393-70-000-000-0-000	OTHER FINANCING SOURCES-CAPITAL LEASES		13,511.81
			TOTAL BUDGET INCREASE REQUEST $	49,746.61

REASON: TO APPROPRIATE FOR CAPITAL LEASE AGREEMENTS APPROVED BY ON COMMISSIONERS' COURT ON VARIOUS DATES AND TO ESTIMATE REVENUES FOR THE SAME AMOUNT.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

___/___/___
DATE

ATTEST COUNTY CLERK

AI-54790

Budget and Management 19. B.

CC - REGULAR

Meeting Date: 06/07/2016

Submitted For: Rey Salazar, BUDGET & MANAGEMENT

Submitted By: Gabriela Garza, BUDGET & MANAGEMENT

Department: BUDGET & MANAGEMENT

Information

CAPTION

Discussion, consideration and approval to submit the following FEMA Subgrant Application Form 90-91 related to the May/June DR-4223 with authority for County Judge to sign required documentation:

FEMA Project Number	**Total Subgrant Application Amount**
PA-06-TX-4223-PW-01937(1)	124,265.01

BACKGROUND

Fiscal Impact

FISCAL YEAR: ACCT. #:

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

BUDGETARY IMPACT:

No budgetary impact at this time.

Attachments

FEMA Subgrant Application Form 90-91

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	06/03/2016 04:42 PM
Final Approval	Monica Badillo	06/03/2016 05:59 PM

Form Started By: Gabriela Garza Started On: 05/23/2016 02:32 PM

Final Approval Date: 06/03/2016

PA-06-TX-4223-PW-01937(1) P	
Applicant Name:	Application Title:
HIDALGO (COUNTY)	HID001A - Accelerated Debris Removal and Straight-Time
Period of Performance Start:	Period of Performance End:
05-29-2015	11-29-2015

Bundle Reference # (Amendment #)	Date Awarded
PA-06-TX-4223-PW-01937(2002)	05-17-2016

Subgrant Application - FEMA Form 90-91

Note: The Effective Cost Share for this application is 78%

FEDERAL EMERGENCY MANAGEMENT AGENCY
PROJECT WORKSHEET

DISASTER	PROJECT NO.	PA ID NO.	DATE	CATEGORY
FEMA 4223 - DR -TX	HID001A	215-99215-00	05-18-2016	A

APPLICANT: HIDALGO (COUNTY)

WORK COMPLETE AS OF:
06-30-2015 : 100 %

Site 1 of 1

DAMAGED FACILITY:

Hidalgo (County)

COUNTY: Hidalgo

LOCATION:

PA-06-TX-4223-PW-01937(0):
302 W. University
Edinburg, TX 78539
GPS (23.30149 -98.16497)

Current Version:

LATITUDE:
26.30149

LONGITUDE:
-98.16497

DAMAGE DESCRIPTION AND DIMENSIONS:

PA-06-TX-4223-PW-01937(0):
*******This Project is to be funded at 85% Federal Share*********

As a direct result of the Severe Storms, Tornadoes, Straight-line Winds and Flooding occurring during the incident period of May 4 through June 22, 2015, the Hidalgo County, located in Hidalgo County. The event deposited 4,818.8 CYs of vegetative, Hidalgo County wide which posed a threat to public health and safety and inhibited emergency vehicles response. The debris blocked ingress, egress of the general public. The debris was brought to the right-of-way by the residents, which was collected and removed by sub-recipient using Force Account Labor and equipment.

Edinburg Debris Site MSW #956B, 900 Encinitos Rd., Edinburg, TX, 78539 GPS (26.395 -98.1316)
Hidalgo County Precinct 4 Permit #03527 (See Project Notes)5601 N Terry Rd., Edinburg, TX 78542 GPS (26.35290 -98.08947)

Current Version:

SCOPE OF WORK:

PA-06-TX-4223-PW-01937(0):
*******This Project is to be funded at 85% Federal Share*********

This Project Worksheet addresses the 30 day period from 05/04/2015 to 06/02/2015, additional amendments will be prepared to capture remaining debris operations.

The sub-recipient used 496 hours of Force Account Straight time, 60 hours of Force Account Overtime, eligible under the PAAP Pilot Program for debris removal, 461.05 hours of Force Account Equipment to collect and remove 1743 cy of vegetative debris.

All debris was transported to Edinburg Debris Site MSW #956B, 900 Encinitos Rd., Edinburg, TX, 78539 GPS (26.395 98.1316) or Precinct 4 debris site for burning and disposal. 5601 North Terry Rd. Edinburg, TX 78542 (26.352906 -98.089478).

Force Account Labor Straight Time – 496 hours = $9,430.33
Force Account Labor Overtime – 60 hours = $1,784.38
Force Account Equipment – 461.05 hours = $29,391.05

Total of this project $40,605.76

Cost per CY $40,605.76.76/1743 CY = $23.29, this cost is reasonable in accordance with the USACE and Region 6 historical data.

PROJECT NOTES:

**Precinct 1 & 4 Trench Burners has a GOP Permits PCT 1 #11884/ PCT 4 #03527, as per permit rule # 101686L001 under GOP 518 which meet all state and federal requirements.

**Cubic Yards were figured by using Pick-up tickets to truck size and adjusted by 75%.

CATEGORY A SUBGRANT APPLICATIONS: This Project Worksheet is being written to cover cost, necessary for cleaning debris and silt from drainage canals and ditches, causing immediate threat to health and safety and the public property.

CATEGORY A SUBGRANT APPLICATIONS: For coordination regarding collection and disposal of debris and waste, including hazardous materials, the applicant shall contact the Department of Environmental Quality. All debris shall be disposed in an approved and permitted location. The applicant is responsible for obtaining any required permits prior to initiation of physical work on the project and must comply with all conditions of the required permits.

Accelerated Debris Removal (85% Federal Share): Sub-recipient has chosen to participate in the Accelerated Debris Removal Alternative Procedure. This covers debris removal activities from day 0-30 after the start of the incident period reimbursable at the authorized 85% Federal Share.

DIRECT ADMINISTRATIVE COSTS: The Sub-recipient chooses not to claim costs to manage and administer this project as part of the Public Assistance program's grant award. Declining such costs does not exempt the Sub-recipient from maintaining records adequately and documenting the source and application of funds as required in 2 CFR 200.413.

Hazard Mitigation –

(Emergency Work)

-- HAZARD MITIGATION PROPOSAL: No measure has been considered and is Not Applicable. No further action is required for the HMP.
PROCUREMENT: The Sub-recipient was advised by FEMA PAC and/or Project Specialist that in the seeking of proposals and letting of contracts for eligible work, the Sub-recipient must comply with its Local, State and/or Federal procurement laws, regulations, and procedures as required by 2 CFR 317-326.

RECORD RETENTION: As described in 2 CFR 200.33 Sub-recipient must maintain all work-related records for a period of three (3) years from Sub-recipient closure (final payment), all records relative this project worksheet are subject to examination and audit by the State, FEMA and the Comptroller General of the United States and must reflect work related to disaster specific costs.

PERMITS: Federal Funding is contingent upon acquiring all necessary Federal, State and Local permits. Noncompliance with this requirement may jeopardize the receipt of federal funds. The Sub-recipient is responsible for obtaining all required permits prior to the commencement of work.
ENVIRONMENTAL AND HISTORIC PRESERVATION: Sub-recipient must comply with all applicable environmental and historic preservation laws. Federal funding is contingent upon acquiring all necessary Federal, State and Local permits. Noncompliance with this requirement may jeopardize the receipt of federal funds.

CHANGES TO SCOPE OF WORK DESCRIBED IN THIS PW/SA (SUBGRANT APPLICATION): The Sub-recipient shall comply with all applicable codes and standards in the completion of eligible work to repair or replace damaged public facilities. Any change to the approved scope of work on a Project Worksheet (PW/SA) must be reported and approved before work begins. Failure to report changes may jeopardize Federal and State funding. In the case of a change in scope of work, the applicant should immediately notify, Texas Division of Emergency Management prior to starting work.

INSURANCE REVIEW: The Sub-recipient is aware that all projects are subject to an insurance review as stated in 44 C.F.R. Sections 206.252 and 206.253.If applicable, an insurance determination will be made either as anticipated proceeds or actual proceeds in accordance with the Sub-recipient's insurance policy which may affect the total amount of the project. Approval of this project may result in an obtain/maintain insurance requirement. The Sub-recipient must comply with insurance reviewer terms and conditions upon receipt of sub-grant from the State.

COST BASIS FOR LABOR, EQUIPMENT AND MATERIALS: Costs used to formulate this project were based on:

- Unit Costs provided by Applicant
- FEMA cost codes

AUDIT STATEMENT: All documentation related to this project worksheet is subject to audit and must reflect disaster – related work and project – specific cost. The Sub-recipient has been advised of responsibility to maintain supporting documentation (records). The type of records to be maintained is specified in FEMA policy 2 CFR Subpart F, Audit Requirements. Records must be maintained for three 3 years from the date the last project was completed or from the date final payment was received, whichever is later.
By accepting this grant the Sub-recipient to the best of their ability acknowledges that all damages described within this Sub-recipient Application and all associated costs being claimed were a direct result of the declared event, and in connection with the incident period of 05/04/2015 thru 06/22/2015 with the exception of requests for alternate or improved projects.

BACKUP DOCUMENTATION: Backup Documentation has been reviewed and a 20% sampling has been included with this project.

SMALL PROJECTS, ANY CATEGORY: For small projects FEMA pays based on the actual or estimated cost in order to expedite the funds (Digest pg. 121.) FEMA does not perform final inspections on small projects; however, the state must certify compliance. The Sub-recipient does have the ability to request a small project netting (appeal) if/when significant net small over-runs occur. This process will involve a review of all documentation for all small projects and an adjustment will be made for the total actual eligible dollars spent (over-run/under-run). A final Project Worksheet will then be required in EMMIE to capture all the eligible PA costs for the small projects.

SMALL PROJECT CHANGE REQUEST: Change requests to small project worksheets will not be approved unless there is a change in the approved scope of work. This change must be approved prior to the construction. If after completion of all small projects the applicant incurs a significant net small project overrun, the Sub-recipient must file an appeal within 60 day of completion of the applicant's last small project. All requests must be submitted through the Recipient.

Current Version:
*****This Project is to be funded at 80% Federal Share*****

Amendment 1

This Project Worksheet addresses the 31- 90 day period from June 3, 2015 through August 1, 2015; this will be the final debris amendment for this Sub-recipient.

Accelerated Debris Removal (80% Federal Share): Sub-recipient has chosen to participate in the Accelerated Debris Removal Alternative Procedure. This covers debris removal activities from days 31-90, reimbursable at the authorized 80% Federal Share.

The Sub-recipient used 1,153 Hours of Force Account Straight-Time Labor, eligible under the PAAP Pilot Program for debris removal, 132.6 Hours of Force Account Overtime Labor, and 994.85 hours of Force Account Equipment during this time period.
Approximately 3,075.8 CYs of Vegetative debris was transported to Edinburg Debris Site (MSW #956B), 900 Encinitos Rd., Edinburg, TX, 78539 (GPS: 26.395 -98.1316).
Hidalgo County Precinct 4 (Permit #03527; See Project Notes), 5601 N Terry Rd., Edinburg, TX 78542 (GPS: 26.35290 -98.08947).
Precinct 1
Force Account Labor Straight Time – 1,153 hours = $25,606.33
Force Account Labor Over Time – 132.6 hours = $3,783.67
Force Account Equipment – 994.85 hours = $54,269.25

Total $83,659.25

Total of this amendment - $83,659.25

Cost per CY $83,659.25 /3,075.8 CY = $27.20 per CY, this cost is reasonable in accordance with the USACE and Region 6 historical data.

Project Notes:
**Precinct 1 & 4 Trench Burners has a GOP Permits PCT 1 #11884/ PCT 4 #03527, as per permit rule # 101686L001 under GOP 518 which meet all state and federal requirements.
**Cubic Yards were figured by using Pick-up tickets to truck size and adjusted by 75%.

Does the Scope of Work change the pre-disaster conditions at the site? ☐ Yes ☑ No	Special Considerations included? ☐ Yes ☑ No
Hazard Mitigation proposal included? ☐ Yes ☑ No	Is there insurance coverage on this facility? ☐ Yes ☑ No

PROJECT COST

ITEM	CODE	NARRATIVE	QUANTITY/UNIT	UNIT PRICE	COST
		*** Version 0 ***			
		Work Completed			
1	9221	PAAP Accelerated Debris Removal 0-30 days Ã‚Â– 85% Federal Share	1/LS	$ 0.00	$ 0.00
2	9226	Force Account Labor (Straight Time) - Debris Removal	1/LS	$ 9,430.33	$ 9,430.33
3	9227	Force Account Labor (Over Time) - Debris Removal	1/LS	$ 1,784.38	$ 1,784.38
4	9008	Equipment	1/LS	$ 29,391.05	$ 29,391.05
		*** Version 1 ***			
		Work Completed			
5	9222	PAAP Accelerated Debris Removal 31-90 days – 80% Federal Share	1/LS	$ 0.00	$ 0.00
6	9226	Force Account Labor (Straight Time) - Debris Removal	1/LS	$ 25,606.33	$ 25,606.33
7	9227	Force Account Labor (Over Time) - Debris Removal	1/LS	$ 3,783.67	$ 3,783.67
8	9008	Equipment	1/LS	$ 54,269.25	$ 54,269.25
				TOTAL COST	$ 124,265.01

PREPARED BY Christopher E Ruley	TITLE Project Specialist	SIGNATURE
APPLICANT REP. Ramon Garcia	TITLE Hidalgo County Judge	SIGNATURE

AI-54850

Budget and Management 19.
C.

CC - REGULAR
Meeting Date: 06/07/2016
Submitted By: Merlen P. Munoz, BUDGET & MANAGEMENT
Department: BUDGET & MANAGEMENT

Information

CAPTION

TXDOT - Pct 4 FM2220 (Mile 5 to FM1924):
Approval and concurrence of the Plans of Proposed State Highway Improvement for FM2220 (Mile 5 to FM1924) CSJ:2094-01-038, with authorization for County Judge to sign title sheets for the plan sets for this project.

BACKGROUND

Fiscal Impact

FISCAL YEAR: ACCT. #:
FUNDS AVAILABLE Y/N?: MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:
No Budgetary Impact at this time.

Attachments

Plans of Proposed State Highway Improvement

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	06/01/2016 01:35 PM
Glinda Pacheco	Glinda Pacheco	06/03/2016 02:43 PM
Final Approval	Monica Badillo	06/03/2016 05:59 PM

Form Started By: Merlen P. Munoz Started On: 06/01/2016 11:48 AM
Final Approval Date: 06/03/2016

Texas Department of Transportation
600 W. Interstate 2 | Pharr, Texas 78577-1231 | (956) 702-6100 | www.txdot.gov

May 31, 2016

RECEIVED
MAY 31 2016
COUNTY JUDGE

Honorable Ramon Garcia
County Judge
P.O. Box 1356
Edinburg, TX 78540

RE: FM 2220 (Ware Rd), from Mile 5 Road to FM 1924 (CSJ: 2094-01-038)

Dear Judge Garcia,

Attached for your review and signature is the Title sheet for the FM 2220 project between Auburn Ave. (Mile 5) to FM 1924 (Buddy Owens Blvd.). Also included for your review and use, is a copy of the design set of plans for the project.

Should you have any questions concerning this letter or if you want to discuss anything concerning the project itself, please contact me at (956) 702-6339. Thank you.

Sincerely,

Atidio (Rudy) Garza, Jr., P.E.
Project Manager, Central Design Section

FED. RD. DIV. NO.	PROJECT NO.		SHEET NO.
6	STP1602(275)MM		1
STATE	STATE DIST. NO.	COUNTY	
TEXAS	PHR	HIDALGO	
CONT.	SECT.	JOB	HIGHWAY NO.
2094	01	038	FM 2220

STATE OF TEXAS
DEPARTMENT OF TRANSPORTATION

PLANS OF PROPOSED
STATE HIGHWAY IMPROVEMENT

CSJ: 2094-01-038

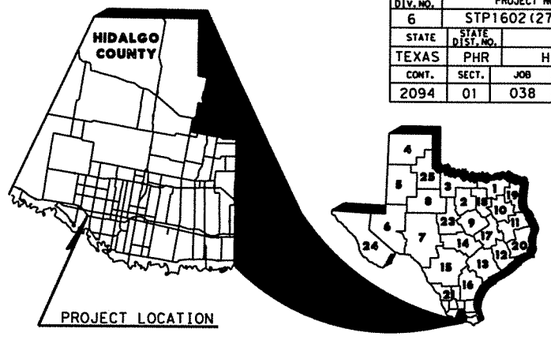
NET LENGTH OF PROJECT TOTAL: = 11,701.71 FT = 2.216 MI.

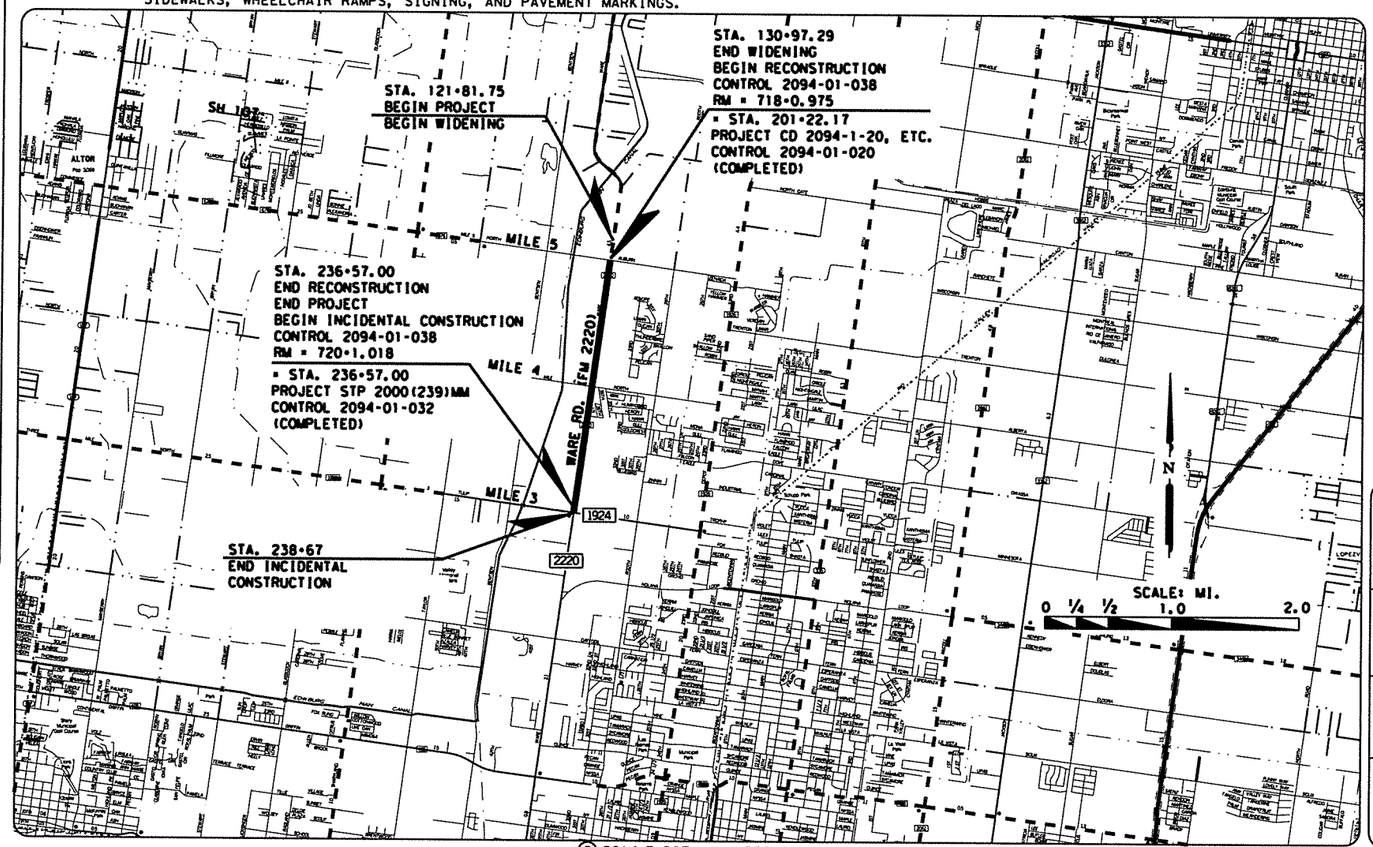
LIMITS: FROM: AUBURN AVE. (MILE 5)
TO: FM 1924 (MILE 3)

FM 2220

HIDALGO COUNTY

CONSTRUCTION AND UPGRADING OF A NON-FREEWAY ROAD FACILITY & STORM DRAINAGE SYSTEM CONSISTING OF: WIDENING, GRADING, LIME TREAT. SUBGRADE, FLEXIBLE BASE, ASPHALTIC CONCRETE PAVEMENT, RAISED MEDIAN, CURB & GUTTER, DRAINAGE STRUCTURES, SIDEWALKS, WHEELCHAIR RAMPS, SIGNING, AND PAVEMENT MARKINGS.





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

FINAL PLAN DATA :

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

CHANGE ORDERS & SUPP. AGREEMENTS :

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

_____ _____
RENE GARZA, P.E. DATE
AREA ENGINEER

LOCAL ENTITIES

CITY OF McALLEN
PLANS APPROVED : DATE :
James E. Darling
NAME

COUNTY OF HIDALGO
PLANS APPROVED : DATE :
NAME TITLE

HIDALGO CO. DRAINAGE DIST. No. 1
PLANS APPROVED : DATE :
NAME TITLE

HIDALGO CO. IRRIGATION DIST. No. 1
PLANS APPROVED : DATE :
NAME TITLE

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

PROJECT DATA — **FM 2220**

DESIGN SPEED:
AUBURN AVE. TO FM 1924: 50 MI/HR

A.D.T.
AUBURN AVE. TO FM 1924
YEAR - 2015 A.D.T. = 14,500
YEAR - 2035 A.D.T. = 21,500

EXCEPTION : NONE

EQUATION : NONE

RAILROAD CROSSING : NONE

TEXAS DEPARTMENT OF TRANSPORTATION

SUBMITTED FOR LETTING : DATE:
DIRECTOR OF TP&D

RECOMMEND FOR LETTING : DATE:
DISTRICT ENGINEER

APPROVED FOR LETTING : DATE:
DIRECTOR OF TRAFFIC OPERATIONS DIVISION

APPROVED FOR LETTING : DATE:
DIRECTOR, DESIGN DIVISION

COUNTY HIDALGO PROJ. NO. _____
HWY. NO. FM 2220 LETTING DATE _____
DATE ACCEPTED _____

FM 2220 (2094-01-038)

FILE: t:\engdata\projects\FM2220\2220title.dgn

AI-54794

Budget and Management 19. D.

CC - REGULAR

Meeting Date: 06/07/2016

Submitted For: Sergio Cruz, BUDGET & MANAGEMENT

Submitted By: Angelica M. Tapia, BUDGET & MANAGEMENT

Department: BUDGET & MANAGEMENT

Information

CAPTION

Requesting approval to process the Eligibility Tracking Calculators, LLC (ETC) invoice #4314 as claim with authority for County Treasurer to issue payment after review, audit and processing procedures are completed by the County Auditor.

BACKGROUND

1095-C forms under phase two of contract C-15-174-06-23-ETC-HEALTHCARE REFORM EMPLOYEE TRACKING SERVICES, were finalized after end of contract term.

Fiscal Impact

FISCAL YEAR: 2016 ACCT. #: 6-2201-415-00-115-009-0-310

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

BUDGETARY IMPACT:

Funds available as of 5/26/16
PO#729813

Attachments

ETC INV#4314

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	05/25/2016 09:31 AM
Final Approval	Monica Badillo	06/03/2016 05:59 PM

Form Started By: Angelica M. Tapia Started On: 05/24/2016 11:27 AM

Final Approval Date: 06/03/2016

Eligibility Tracking Calculators

Eligibility Tracking Calculators, LLC
14607 San Pedro Ave., Suite 155
San Antonio, TX 78232

Invoice

Invoice #	Date
4314	5/3/2016
	Due Date
	5/23/2016

Bill To
Hidalgo County DBM Employee Benefits Div. 2818 S. Business Hwy 281 Edinburg, TX 78539

Terms	Project
Net 20	

Item Code	Description	Quantity	Price Each	Amount
6055 Completion	Completion of Section III on form 1095-C From Contract: "As the County is self-insured, ETC will handle the 6055 Extra reporting on Section III of the 1095-C Form. There will be a one-time additional fee of $10,500 owed for ETC's preparation and filing of combined statement-Enrollment Health Information Submitted from COMPANY or TPA."	1	10,500.00	10,500.00
	Credit of $500 applied from Credit Memo #4424			

RECEIVED BY
COUNTY AUDITOR
2016 MAY 3 PM 1
PO# 729813
INVOICE RECEIVED BY:
Amt on 5/3/16
GOODS/SERVICES RECEIVED BY:
Amt on MAR-APR 2016

Please mail payment to-

ETC
14607 San Pedro Ave., Suite 155
San Antonio, TX 78232

Total	$10,500.00
Payments/Credits	-$500.00
Balance Due	$10,000.00

Eligibility Tracking Calculators, LLC

14607 San Pedro Ave., Suite 155
San Antonio, TX 78232

Phone # 210-323-7846

Credit Memo

Date	Credit No.
5/3/2016	4424

Customer
Hidalgo County DBM Employee Benefits Div. 2818 S. Business Hwy 281 Edinburg, TX 78539

Project

Description	Qty	Rate	Amount
$500 refund given for failure to ship 80-1095c forms by 3/31/2016 This Credit was applied to Invoice #4314		500.00	-500.00

RECEIVED BY
COUNTY AUDITOR
2016 MAY 3 PM

Total	-$500.00
Invoices	$500.00
Balance Credit	$0.00

AI-54871

Purchasing Department 20.
A. 1.

CC - REGULAR
Meeting Date: 06/07/2016
Submitted For: Rocio Villarreal, PURCHASING DEPT.
Submitted By: Marty Salazar, PURCHASING DEPT.
Department: PURCHASING DEPT.

Information

CAPTION

Acceptance and approval of an Invoice #14-5-000018-$2,836.93 [dated 5/30/14] from L&G Engineering Laboratory [Construction Materials Testing/Geotechnical Engineering] through approved WA#5 by HCCC on 04-18-14 [re: Contract #C-13-220-08-13] and evidenced by PO#707737 and compliant with terms of WA with authority for Hidalgo County Treasurer to issue payment and audited by HC Auditor.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2016 ACCT. #: 6-1342-419-40-220-043-0-452
FUNDS AVAILABLE Y/N?: Y MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:
PO#707737; Funds available as of 6/3/16

Attachments

Invoice 14-5-000018
Contract
WA#5
PO 707737
AI-43950-Ajpproval of WA#5
Email-Concern by Auditor's Office
Legal Review

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	06/03/2016 11:09 AM
Budget & Management	Veronica Ortiz	06/03/2016 01:59 PM
Final Approval	Monica Badillo	06/03/2016 05:59 PM

Form Started By: Marty Salazar Started On: 06/01/2016 05:18 PM
Final Approval Date: 06/03/2016

L&G Engineering Laboratory
Construction Material Testing
Geotechnical Engineering

INVOICE

Invoice Date: 05/30/2014
Invoice No: 14-5-000018

2100 W. Expressway 83
Mercedes, TX 78570
Office (956) 565-0760 Fax (956) 565-6746

Client Address: Hidalgo County Pct. #4

1102 N. Doolittle Rd.

Edinburg, TX. 78539

Account No.: L130
Project No: L1301403
Project Desc.: Renovations to former Admin. Bldg.

Due Date: UPON RECEIPT
Budget/Remaining: $2,838.93 / $1,349.27
PO: 707737

========== Invoice Summary by Billing Code ==========

	Unit Rate	Qty	Extension
920:92033 - Air Content (Pressure Method)	$23.51	1.00	$23.51
920:92034 - Comp. Strength of Cyl. Specimen	$15.68	4.00	$62.72
920:92035 - Cyl. Specimen Prep./Hold/Cure	$11.83	4.00	$47.32
940:94047 - Eng. Tech. (Concrete / Lab)	$60.18	1.00	$60.18
940:94050 - Eng. Tech. (Concrete)	$60.18	4.00	$240.72
940:94054 - Engineering Specialist	$117.75	6.75	$794.82
940:94055 - Engineer / P.E.	$150.22	0.75	$112.67
950:95058 - Vehicle Trip Charge	$0.52	150.00	$78.00
950:95061 - Test Report	$23.24	3.00	$69.72
		Total for this Invoice:	**$1,489.66**

========== Invoice Detail by Report ==========

Report No.	Sampled	Qty	Billing Code	Unit Type	Unit Rate	Extension
R001	*04/25/2014*	*1.00*	*920:92033 - Air Content (Pressure Method)*	*Each*	*$23.51*	*$23.51*
R001	*04/25/2014*	*4.00*	*920:92035 - Cyl. Specimen Prep./Hold/Cure*	*Each*	*$11.83*	*$47.32*
R001	*04/25/2014*	*4.00*	*940:94050 - Eng. Tech. (Concrete)*	*Hour*	*$60.18*	*$240.72*
R001	*04/25/2014*	*0.25*	*940:94054 - Engineering Specialist*	*Hour*	*$117.75*	*$29.44*
R001	*04/25/2014*	*0.25*	*940:94055 - Engineer / P.E.*	*Hour*	*$150.22*	*$37.56*
R001	*04/25/2014*	*50.00*	*950:95058 - Vehicle Trip Charge*	*Mile*	*$0.52*	*$26.00*
R001	*04/25/2014*	*1.00*	*950:95061 - Test Report*	*Each*	*$23.24*	*$23.24*
				Report Number R001 for a Subtotal of		*$427.79*
R002-28	*04/25/2014*	*4.00*	*920:92034 - Comp. Strength of Cyl. Specimen*	*Each*	*$15.68*	*$62.72*

REMIT TO: **2100 W. Expressway 83**
Mercedes, TX 78570
Office (956) 565-0760 Fax (956) 565-6746

Net 30 Days

PAST DUE BALANCES SUBJECT TO 1.5% SERVICE CHARGE PER MONTH
PLEASE REFERENCE INVOICE NUMBER WITH PAYMENT

L&G Engineering Laboratory
Construction Material Testing
Geotechnical Engineering

INVOICE

Invoice Date: 05/30/2014
Invoice No: 14-5-000018

2100 W. Expressway 83
Mercedes, TX 78570
Office (956) 565-0760 Fax (956) 565-6746

========== Invoice Detail by Report ==========

Report No.	Sampled	Qty	Billing Code	Unit Type	Unit Rate	Extension
R002-28	*04/25/2014*	*4.00*	*920:92034 - Comp. Strength of Cyl. Specimen*	*Each*	*$15.68*	*$62.72*
R002-28	*04/25/2014*	*1.00*	*940:94047 - Eng. Tech. (Concrete / Lab)*	*Each*	*$60.18*	*$60.18*
R002-28	*04/25/2014*	*0.50*	*940:94054 - Engineering Specialist*	*Hour*	*$117.75*	*$58.88*
R002-28	*04/25/2014*	*0.50*	*940:94055 - Engineer / P.E.*	*Hour*	*$150.22*	*$75.11*
R002-28	*04/25/2014*	*1.00*	*950:95061 - Test Report*	*Each*	*$23.24*	*$23.24*
				Report Number R002-28 for a Subtotal of:		*$280.13*
R003	*04/16/2014*	*6.00*	*940:94054 - Engineering Specialist*	*Hour*	*$117.75*	*$706.50*
R003	*04/16/2014*	*100.00*	*950:95058 - Vehicle Trip Charge*	*Mile*	*$0.52*	*$52.00*
R003	*04/16/2014*	*1.00*	*950:95061 - Test Report*	*Each*	*$23.24*	*$23.24*
				Report Number R003 for a Subtotal of:		*$781.74*
					Total for this Invoice:	***$1,489.66***

REMIT TO: **2100 W. Expressway 83**
Mercedes, TX 78570
Office (956) 565-0760 Fax (956) 565-6746

Net 30 Days

PAST DUE BALANCES SUBJECT TO 1.5% SERVICE CHARGE PER MONTH
PLEASE REFERENCE INVOICE NUMBER WITH PAYMENT

THE STATE OF TEXAS §

§

COUNTY OF HIDALGO §

PROFESSIONAL SERVICES AGREEMENT
C-13-220-08-13

THIS AGREEMENT is made effective the **13TH** day of **AUGUST, 2013** by and between **HIDALGO COUNTY, TEXAS,** ("County") **PRECINCT No. 4** and **L&G ENGINEERING LABORATORY, LLC** of Mercedes, a Texas Corporation ("Laboratory").

W I T N E S S E T H:

WHEREAS, the County is vested with the responsibility of providing **"GEO TECHNICAL"** and **"CONSTRUCTION MATERIALS TESTING SERVICES" (on an as needed basis)** for projects within **HIDALGO COUNTY PRECINCT No. 4** (the "Services");

WHEREAS, the County has determined that the services of a professional laboratory company is necessary to carry out the required Services;

WHEREAS, pursuant to Texas Government Code Chapter 2254.002, (the "Texas Professional Services Procurement Act"), the County requested Statements of Qualifications (SOQ's) from a professional laboratory to assist the County by providing the Services;

WHEREAS, County has selected the Laboratory to provide the Services within **Hidalgo County Precinct No. 4**, in accordance to Exhibit "A-1" Request for Qualifications (RFQ) Procurement Packet.

NOW THEREFORE, in consideration of the mutual covenants and agreements herein contained, County and Laboratory do mutually agree as follows:

1. Scope of Services. The County will provide to Laboratory the services described in Exhibit "A" attached hereto and entitled "Services to be Performed by County." Laboratory agrees to provide to County with the work described in Exhibit "B", "Services to be Performed by the Laboratory".

2. Term. This Agreement is for a period of **ONE (1) YEAR**, effective **AUGUST 13, 2013,** and will expire **AUGUST 12, 2014** or unless sooner terminated as provided herein. The Laboratory will not begin to work or incur costs until authorized in writing by the County with each "Work Authorization".

3. Compensation. The maximum amount payable under this Agreement shall not exceed the amount for each work authorization unless an amendment is executed as provided hereinafter. The Laboratory shall submit periodic requests for payment within (30) thirty days after completion of each Work Authorization. The request for payment shall be made using forms acceptable to the County and shall show the total amount earned to the date of submission and the amount due and payable as of the date of the current billing. Upon receipt of said request for payment, County shall submit a requisition for payment for said Services in the customary manner provided for payments utilized by Hidalgo County, Texas. Laboratory agrees to separately account for the receipt and/or expenditure of funds received pursuant to this Agreement and to keep accurate books and records of all such receipts and/or expenditures. All payments to Laboratory shall be mailed to the address shown in numbered paragraph 23 herein.

4. Inspection of Work. The County has the right at all reasonable times to inspect or otherwise evaluate the work performed hereunder and the premises in which it is being performed. If any inspection or evaluation is made on the premises of the Laboratory, or of a subcontractor, the Laboratory shall provide and require its subcontractor to provide all reasonable facilities and assistance for the safety and convenience of the inspectors in the performance of their duties. All inspections and evaluations shall be performed in such a manner as will not unduly delay their work.

5. Amendments. If it becomes necessary at any time during this Agreement to change the scope of Services, the Agreement period, the maximum amount payable, the complexity, or the character of this Agreement, an amendment shall be executed by use of a (Supplemental

HIDALGO COUNTY

Professional Engineering Services
Contract # C-13-220-08-13
Work Authorization Form

WORK AUTHORIZATION NO. 5

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 ENGINEERING LABORATORY, LLC** professional engineers of Texas, hereinafter called "**Engineer**".

PART 1. SCOPE OF WORK

The purpose of this Work Authorization is for the **Engineer** to provide **Construction Materials Testing Services for the *"Renovations to Former Administration Bldg"* Project in Hidalgo County Precinct No. Four (4)**

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 **$2,838.93**. 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 5.1 of the Agreement.

PART 4. FUNDING

This Work Authorization No. 5 shall be funded through funding source:
Account No. _____
Requisition Number _____ **(MUST BE INCLUDED AFTER CC APPROVAL)**

PART 5. PERIOD OF SERVICE

This Work Authorization shall become effective on the date of final acceptance of the parties hereto, and terminate upon completion of scopes of the work authorization or (DATE).

PART 6. RESPONSIBILITIES AND OBLIGATIONS
This Authorization does not waive the parties' responsibilities and obligations provided under the **Agreement**.

PART 7. ACKNOWLEDGEMENT AND CONFIRMATION
Acknowledgement and confirmation by Hidalgo County Precinct No. 4 Commissioner Joseph Palacios as to content and detail of this Work Authorization No. #5.

HIDALGO COUNTY
COMMISSIONER PRECINCT NO. 4:

BY: Joseph Palacios

PART 8. ACCEPTANCE AND APPROVAL
This Work Authorization is hereby accepted, approved by Hidalgo County Commissioners' Court on _____ as indicated below and effective as of _____ day of _____, 2014.

THE ENGINEER:
L&G ENGINEERING LABORATORY, LLC

By: Jacinto Garza, P.E.

THE OWNER:
HIDALGO COUNTY

Ramon Garcia
Hon. Ramon Garcia, County Judge

ATTEST:

Arturo Guajardo Jr., County Clerk

APPROVED BY
COMMISSIONERS' COURT
ON: 4/8/14

LIST OF ATTACHMENTS

ATTACHMENT "A" -	Service to be Provided by the Owner
ATTACHMENT "B" -	Services to be Provided by the Engineer
ATTACHMENT "C" -	Work Schedule
ATTACHMENT "D" -	Cost Proposal

ATTACHMENT "A"
Scope of Services (Owner)

PROJECT: "Renovations to Former Admin. Bldg" **In Hidalgo County Precinct No. Four (4)**

SERVICES TO BE PROVIDED BY OWNER

The County of Hidalgo will provide **L&G Engineering Laboratory, LLC** with **Construction Documents, Plans and Specifications** for the ***"Renovations to Former Admin. Bldg."*** **In Hidalgo County Precinct No. Four (4)**

ATTACHMENT "B"
Scope of Services (Engineer)

PROJECT: ***"Renovations to Former Admin. Bldg"*** **In Hidalgo County Precinct No. Four (4)**

GENERAL SCOPE OF WORK

The Scope of Work will entail providing **The County of Hidalgo** with **Construction Materials Testing Services.**

The Scope of Work is identified as follows:

- ***Construction Materials Testing Services***

L&G Engineering Laboratory will furnish all equipment, materials, supplies, and incidentals as needed to perform the services required by this Contract: The work is as follows:

Construction Materials Testing Services

L&G Engineering Laboratory, L.L.C. will provide **The County of Hidalgo** with **Construction Materials Testing Services** for the ***"Renovations to Former Admin. Bldg."*** **in Hidalgo County Precinct No. Four (4)**

The services to be provided are as follows:

- Sampling and laboratory testing of soils and base materials proposed for use in the construction of Roads and Bridges to determine compliance of these materials with project plans and specifications.
- Field density testing of soils and base materials to ensure proper compaction as required by project plans and specifications.
- Field sampling and acceptance testing of fresh concrete, and Laboratory testing of hardened concrete to determine compliance with project plans and specifications. The following will not be inclusive of the Scope of Services unless it is otherwise requested:
    - Design Submittal Review
    - Trial Batch to Verify Concrete Design prior to placement
    - Concrete Batch Plant Inspection
- Field Compaction testing of Asphalt to ensure proper compaction during lay down operations.
- Field inspection, sampling and laboratory testing of Asphalt materials to determine their material properties and their compliance with project plans and specifications.
- Any additional laboratory testing as required/requested by **The County of Hidalgo and the project plans and specifications.**

- Provide accurate and timely reports to **The County of Hidalgo** and all/other recipients as designated by the County.

Engineering Services

L&G Engineering Laboratory, L.L.C. will provide an engineer's review of all test results to determine compliance with all project plans and specifications.

Scheduling of Services

L & G Engineering Laboratory is prepared to make a commitment to **The County of Hidalgo's** materials testing needs. L & G Engineering Laboratory makes every effort to respond to its clients as requests are received, and every effort will be made to keep scheduling conflicts to a minimum. As any other firm or business providing a service, L & G Engineering Laboratory prefers to schedule field and laboratory work with as much advance notice as possible. L & G Engineering Laboratory understands; however, that certain situations may occur when the Client may have a need for Materials Testing Services with as little or no advance notice. During these instances, L & G Engineering Laboratory will make every effort to dispatch personnel to the project within one (1) hour of the Client's request for services.

ATTACHMENT "C"

Work Schedule

PROJECT: ***"Renovations to Former Admin. Bldg."*** **Project In Hidalgo County Precinct No. Four (4)**

Work Schedule

L&G Engineering Laboratory will provide **Hidalgo County Pct. # 4** with **Construction Materials Testing Services** as outlined in **Contract Agreement C-13-220-08-13.**

ATTACHMENT "D"
Cost Proposal

***PROJECT**: "Renovations to Former Admin. Bldg."* **In Hidalgo County Precinct No. Four (4)**

See Attached

Attachment "D"
L&G Engineering Laboratory, LLC
Renovations to former Admin. Bldg.
Prepared for Hidalgo County Precinct No. 4

Concrete Placement -2nd Floor Mezzanine					
Air Content(Pressure Method)	2	Ea.	$23.51	$47.02	*Assuming*
Test Report	1	Ea.	$23.24	$23.24	*1 Placement*
Technician (Concrete)	6	Hr.	$60.18	$361.08	
Mileage (Trip Charge)	100	Mi.	$0.52	$52.00	
			Subtotal:	$483.34	
Cyl. Spec. Prep, Hold, Cure	8	Ea.	$11.83	$94.64	*Quantities based on*
Comp. Str. Of Cyl. Specimen	8	Ea.	$15.68	$125.44	*sample pickup an*
Test Reports (7 and 28 day)	4	Ea.	$23.24	$92.96	*deliver to*
Technician (Concrete)	6	Hr.	$60.18	$361.08	*laboratory for*
Mileage (Trip Charge)	100	Mi.	$0.52	$52.00	*Compression Testing*
			Subtotal:	$726.12	*and reporting*
Welding/Steel Inspection -2nd Floor Mezzanine					
Test Report	2	Ea.	$23.24	$46.48	*estimate 2*
Engineering Specialist	6	Hr.	$117.75	$706.50	*visits to project*
Mileage (Trip Charge)	100	Mi.	$0.52	$52.00	*to perform inspection*
			Subtotal:	$804.98	

Estimated Field and Laboratory Test Fees			$2,014.44
Engineering Specialist (Report Review)(Hr.)	3	$117.75	$353.25
Engineer-Principal (Report Review)(Hr.)	3	$157.08	$471.24
Estimated Materials Testing Total			$2,838.93

Purchase Order
COUNTY OF HIDALGO

PO# 707737

DATE: 04/16/14

PAGE NO: 1 OF 1

NEEDED: 04-07-14

PO TYPE:

VENDOR: 312797 REQ: 00254991

PHONE: (956)565-9813

EMAIL:

L & G ENGINEERING LABORATORY, LLC
2100 W. EXPRESSWAY 83
MERCEDES TX 78570

SHIP TO: FACILITIES MANAGEMENT DEPARTMENT
3100 S. BUSINESS HWY 281
EDINBURG TX 78539

CONTACT:

SITE: FACILITIES MANAGEMENT

SPECIAL INSTRUCTIONS: REQ#374

VENDOR NOTES

1. Do not add to, or alter the Purchase Order. This Order is not negotiable.
2. TAX EXEMPTION. This Purchase Order may be accepted in lieu of Exemption Certificate
3. This Order is also placed F.O.B. Destination. Vendor must supply all shipping costs
4. Invoice each Purchase Order singly. Original invoices are required; statement copy may be accepted. PO number must appear on all invoices, bills of lading, and packages
5. Payment will be made only for items/services fully completed orders, unless otherwise attached

QTY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
		DO NOT DUPLICATE ORDER		
		C-13-220-08-13 EXP. 08/12/14		
2.00	EACH	CC AIR CONTENT (PRESSURE METHOD) CONCRETE PLACEMENT - 2ND FLR MEZZANINE	33.51	67.02
1.00	EACH	CC TEST REPORT		
6.00	HRS	CC TECHNICIAN (CONCRETE)	23.24	23.24
100.00	MILE	CC MILEAGE (TRIP CHARGE)	60.18	361.08
8.00	EACH	CC CYL SPEC PREP, HOLD, CURE	.52	52.00
8.00	EACH	CC COMP STR OF CYL SPECIMEN	11.83	94.64
4.00	EACH	CC TEST REPORTS (7 AND 28 DAYS)	15.68	125.44
6.00	HRS	CC TECHNICIAN	23.24	92.96
100.00	MILE	CC MILEAGE (TRIP CHARGE)	60.18	361.08
2.00	EACH	CC TEST REPORT (WELDING/STEEL INSPECTION - 2ND FLR MEZZANINE	.52	52.00
6.00	HRS	CC ENGINEERING SPECIALIST	23.24	46.48
100.00	MILE	CC MILEAGE (TRIP CHARGE)	117.75	706.50
3.00	EACH	CC ENGINEERING SPECIALIST (REPORT REVIEW) HR	.52	52.00
3.00	EACH	CC ENGINEERING-PRINCIPAL (REPORT REVIEW) HR	117.75	353.25
			157.08	471.24
		TOTAL:		2,838.93

REPORT ROAD HAZARDS 1-866-HCR SAFE OR 1-866-427-7233

****
For Hidalgo County use only

4-1336-419-40-220-043-0-452 2,838.93

Authorized by: Martha L Salazar

AI-43950

Purchasing Department
21. A. 1.

CC REGULAR

Meeting Date:	04/08/2014
Submitted For:	Martha L. Salazar, HC-PA
Submitted By:	Rocio Villarreal, PURCHASING DEPT.
Department:	PURCHASING DEPT.

Information

CAPTION

Presentation for consideration, discussion, acceptance, and approval of Work Authorization No. 5 (with a estimated cost of $2,838.93) for construction materials testing Services for the, "Renovations to Former Administration Building" with L&G Engineering Laboratory, LLC, to provide engineer services to Hidalgo County. C-13-220-08-13

BACKGROUND

Fiscal Impact

FISCAL YEAR:	2014	ACCT. #:	4-1336-419-40-220-043-0-452
FUNDS AVAILABLE Y/N?:		MATCHING FUNDS Y/N?:	

BUDGETARY IMPACT:

Attachments

Work Authorization No. 5

Request for Services

Approval of Services by Prodigy

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	04/04/2014 04:24 PM
Auditor's Office	Monica Badillo	04/04/2014 04:55 PM

Form Started By: Rocio Villarreal Started On: 04/04/2014 02:02 PM

Final Approval Date: 04/04/2014

2812 S. Business Hwy 281
Edinburg, Texas 78539

----- Original Message -----
From: "Lupita Garza" <lupita.garza@auditor.co.hidalgo.tx.us>
To: "Martha L. Salazar" <martha.salazar@co.hidalgo.tx.us>
Cc: "Linda Fong" <linda.fong@auditor.co.hidalgo.tx.us>, "estanislado ramos" <estanislado.ramos@co.hidalgo.tx.us>, "Valde Guerra" <valde.guerra@co.hidalgo.tx.us>, "Daniel Flores" <daniel.flores@co.hidalgo.tx.us>, "rocio villarreal" <rocio.villarreal@co.hidalgo.tx.us>
Sent: Wednesday, July 8, 2015 10:41:19 AM
Subject: RE: Admin. Bldg. Inv. 14-5-000018

Ms. Salazar,

A discrepancy notice was not sent, however, I had spoken to Rocio about the invoice which is for testing at the Old Administration Bldg. The testing being done requires notification from the owner or representative of the County requesting testing to be done. She advised me to speak with Stan Ramos. Mr. Ramos came by my office to discuss the notification which L & G Engineering Laboratory is aware that they are not to provide services unless they receive an e-mail from the Owner or the representative of the County prior to testing being done. Mr. Ramos had attached an e-mail with the invoice which is making the vendor aware that there will probably be a concrete pour the following day and stated that he would contact vendor the next day to give them a more definitive schedule. Mr. Ramos stated he did not recall if confirmation for testing was done and would get back to me, but as of yet, I have not received anything from him stating whether or not it was done.

Respectfully,

Lupita Garza

-----Original Message-----
From: Martha Salazar [mailto:martha.salazar@co.hidalgo.tx.us]
Sent: Tuesday, July 07, 2015 2:01 PM
To: Linda Fong; Lupita Garza
Cc: Estanislado Ramos; Valde Guerra; Daniel Flores; rocio villarreal
Subject: Re: Admin. Bldg. Inv. 14-5-000018

Ms. Linda:
Could you look into this situation for us. As we have not received a discrepancy notice, we are at a loss as to what is causing the delay for the processing of payment. We await your response.
Thanks,
Marty S.

----- Original Message -----
From: "Rocio Villarreal" <rocio.villarreal@co.hidalgo.tx.us>
To: "Martha Salazar" <martha.salazar@co.hidalgo.tx.us>
Cc: "Estanislado Ramos" <stan.ramos@co.hidalgo.tx.us>, "Valde Guerra" <valde.guerra@co.hidalgo.tx.us>, "Daniel Flores" <daniel.flores@co.hidalgo.tx.us>
Sent: Tuesday, July 7, 2015 1:40:41 PM
Subject: Fwd: Admin. Bldg. Inv. 14-5-000018

Ms. Marty,

Can you please request a status from Auditor's Office, on reference to the pending invoice from L&G Engineering. I have spoken to Stan and Daniel Flores and they have not received

Zimbra **rocio.villarreal@co.hidalgo.tx.us**

Re: Non payment of Invoice from L&G for Renov./Remodel of former Administration Building-100 E. Cano-Edinburg, Tx

From : Rocio Villarreal <rocio.villarreal@co.hidalgo.tx.us> Thu, Jun 02, 2016 11:31 AM
Subject : Re: Non payment of Invoice from L&G for Renov./Remodel of former Administration Building-100 E. Cano-Edinburg, Tx
To : ROCIO VILLARREAL <rocio.villarreal@co.hidalgo.tx.us>

From: "Steve Crain" <scrain@atlashall.com>
To: "Martha Salazar" <martha.salazar@co.hidalgo.tx.us>
Sent: Wednesday, June 1, 2016 4:57:36 PM
Subject: RE: Non payment of Invoice from L&G for Renov./Remodel of former Administration Building-100 E. Cano-Edinburg, Tx

Work Authorization No. 5 approved by Commissioners Court complies with the terms of the contract.

From: Martha Salazar [mailto:martha.salazar@co.hidalgo.tx.us]
Sent: Wednesday, June 01, 2016 4:36 PM
To: Steve Crain <scrain@atlashall.com>; Valde Guerra <valde.guerra@co.hidalgo.tx.us>
Cc: Rocio Villarreal <rocio.villarreal@co.hidalgo.tx.us>; Stan Ramos <stan.ramos@co.hidalgo.tx.us>
Subject: Non payment of Invoice from L&G for Renov./Remodel of former Administration Building-100 E. Cano-Edinburg, Tx

Mr. Crain:

We need your assistance in connection with non-payment of an invoice from last year for services required during the renovation of the building. We have attached the supporting documentation which shows an existing agreement between HC & L&G [under Pct. #4] to secure the services required. We also have provided the CC agenda item approving the WA#5, the CC minutes and the PO issued. L&G provided services pursuant to these documents and a call from Stan [as directed by V. Guerra] to proceed with the work. Herein lies the problem. Auditor Office position is that a written "Notice to Proceed" should have been sent by HC to L&G.

This position comes from a practice that most precincts have adopted [in order to get invoices paid and accepted as compliant by Auditor] of issuing and sending a "Notice to Proceed" document to engineer. However, if you review actual agreement [attached as well] Article 2 appears to be giving the Auditor the idea the words "in writing" means a formal "Notice to Proceed" form. However, our position is that the signed WA#5, HCCC minutes, and the PO all provide notice to proceed or authority to proceed to conduct the services. I am also providing you last year's thread of e-mails between Purchasing & Ms. Lupita Garza and Stan Ramos. This situation is now one year old. Please provide us any assistance.

Yours truly,

Marty Salazar

AI-54828

Purchasing Department 20.
B. 1.

CC - REGULAR
Meeting Date: 06/07/2016
Submitted For: Valde Guerra, EXECUTIVE OFFICE
Submitted By: Marty Salazar, PURCHASING DEPT.
Department: EXECUTIVE OFFICE

Information

CAPTION

Pursuant to executed Real Estate Broker Services-Notice to Proceed document dated 10-27-15 to CBRE, Inc., requesting approval to terminate said order inasmuch it is not in the best interest of Hidalgo County to dispose of these two properties with authority to send termination notice to CBRE.

BACKGROUND

See Intent to Terminate Notice to Proceed e-mail sent to CBRE on behalf of Executive Officer.

Fiscal Impact

FISCAL YEAR: ACCT. #:
FUNDS AVAILABLE Y/N?: MATCHING FUNDS Y/N?:
BUDGETARY IMPACT:
With this action, no fiscal impact is anticipated.

Attachments

backup
backup

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	06/02/2016 03:29 PM
Budget & Management	Veronica Ortiz	06/02/2016 04:19 PM
Glinda Pacheco	Glinda Pacheco	06/03/2016 01:54 PM
Final Approval	Monica Badillo	06/03/2016 05:59 PM

Form Started By: Marty Salazar Started On: 05/30/2016 09:50 AM
Final Approval Date: 06/03/2016

Zimbra **martha.salazar@co.hidalgo.tx.us**

RE: Withdrawal of Property for Sale

From : Scott Senese @ Austin <Scott.Senese@cbre.com> Thu, May 26, 2016 04:38 PI

Subject : RE: Withdrawal of Property for Sale

To : Martha Salazar <martha.salazar@co.hidalgo.tx.us>, Valde Guerra <valde.guerra@co.hidalgo.tx.us>

Cc : Leticia. Saenz <leticia.saenz@co.hidalgo.tx.us>, Monica Badillo <monica.badillo@co.hidalgo.tx.us>, Stan Ramos <stan.ramos@co.hidalgo.tx.us>

OK. Thank you for the advance notice.

Scott Senese | Senior Managing Director
CBRE Austin/El Paso/San Antonio
100 Congress Avenue, Suite 500 | Austin, TX 78701
T 512 499 4912 | F 512 499 4999 | C 512 658 8739
scott.senese@cbre.com | www.cbre.com

Please consider the environment before printing this email.

From: Martha Salazar [mailto:martha.salazar@co.hidalgo.tx.us]
Sent: Thursday, May 26, 2016 3:33 PM
To: Senese, Scott @ Austin; Valde Guerra
Cc: Leticia. Saenz; Monica Badillo; Stan Ramos
Subject: Withdrawal of Property for Sale

Mr. Senese:
Circumstances have presented Hidalgo County with the decision to withdraw from consideration the sale of the property described and detailed in the attached Notice to Proceed under the current agreement with your company. The formal action to "terminate" the current Notice to Proceed for the two properties identified is scheduled for the next scheduled Hidalgo County Commissioners Court meeting of Tuesday, June 7, 2016. We are advising you in advance so as to prevent any further offering of the properties. If you require any further information or assistance regarding this situation, please do not hesitate to contact the Executive Officer, Mr. Valde Guerra [e-mail herein] or myself.
Yours truly,
Marty Salazar
Hidalgo County Purchasing Agent

06HIDALGO COUNTY
REAL ESTATE BROKER SERVICES
NOTICE TO PROCEED
RFP Nº 2014-132
C-14-132-07-08

Date: Oct. 27, 2015

ASSET DISPOSITION- **207 E. Loeb St., Edinburg, TX**
& 219 E. Loeb St., Edinburg, TX

DESCRIPTION OF WORK TO BE PERFORMED:
Broker to provide disposition and consulting services, as enumerated in the **CBRE** proposal to Hidalgo County, dated **October 27, 2015,** with respect to the real property with a physical address stated on "Attachment A" (attached hereto) and as further enumerated in the following pages.

GENERAL PROVISIONS: Terms and conditions of the contract between Hidalgo County and **CBRE, Inc.** approved by Commissioners' Court of Hidalgo County on **July 08, 2014,** remain in effect.

With the issuance of this **Notice to Proceed** Broker certifies that there has been no material change in the qualifications of the broker and Broker remains as fully qualified to perform the services as the date on which the County considered the response of Broker to the Request for Proposals.

This **Notice to Proceed** incorporates, by reference, **CBRE** proposal to Hidalgo County dated, **October 27, 2015** Proposal for Real Estate Broker Services,

This **Notice to Proceed** as authorized by Hidalgo County Commissioners Court or County administrator, and executed on behalf of Hidalgo County by Valde Guerra, CC Executive Officer shall serve as Notice to Proceed.

Valde Guerra, CC Executive Officer
Hidalgo County

Scott Sense, Managing Director
CBRE, Inc

APPROVED BY
COMMISSIONERS' COURT
ON: 10/27/15

APPENDIX A – SCOPE OF SERVICES SPECIFIC TO ASSET

Understanding of Project

Hidalgo County wishes to dispose of a surplus assets located at 207 and 219 E. Loeb Street (inclusive), Edinburg, Texas including the land and improvements, for the maximum price possible to a private sector party, thus capturing an immediate revenue opportunity and placing the asset back on the tax rolls for ongoing revenue. The County is engaging CBRE to provide guidance on the disposition process and represents the County in the marketplace. CBRE believes the potential users of the site include retail or office.

Listing Price: $ 180,000.00(Fair Market Value Appraised) (dollars only) 207 & 219 E. Loeb, Street, Edinburg, Texas

Listing Expiration: 06 / 30 /2016

CBRE Scope of Services

CBRE will deploy senior local market specialists and our Public institutions team to generate offers for the asset and will generally assist Hidalgo County throughout the disposition process. We propose the following process in order to maximize market participation, subject to statutory and policy constrains.

Month 1 – Pre-Market Engagement – Prepare marketing materials and Asset Due Diligence

CBRE will prepare marketing materials, including locating a sign on the property, the development of an email flyer and website, and other offering data that may be required. CBRE will review any existing due diligence material such as offers received, surveys, old appraisals, environmental reports, etc.

CBRE will prepare a select list of potential buyers based on our database of brokers, developers, and investors, and our knowledge of activity in the market.

Month 2 –Market Engagement

CBRE will engage the market initially with phone calls and distributing the marketing materials electronically, CBRE will represent the County in a "call for offers", bringing speed and certainty to the transaction. Currently, we believe that the "call for offers" should be a six-week window and we recommend a final due date at the end of_____.

CBRE will schedule and conduct tours of the property on an as-needed basis. To the extent that Hidalgo County has received letters of interest or offers on the property. CBRE will engage the interested party and notify them of the County's intent to sell and CBRE's engagement to assist the County in this endeavor. We will inform them of the County process and advise them as to how to make an offer for the property.

At the end of the month, CBRE will provide the County team with a summary report on market activity and feedback.

Month 3– 6: Ongoing Representation and Closing

CBRE will advise the County on any necessary strategy changes in positioning the asset for sale if initial market feedback is sub-optimal.

CBRE will forward all offers, whether in the form of a Letter of Intent or TREC forms, to Hidalgo County upon receipt and advise the County accordingly. CBRE will represent the County throughout the disposition process (closing).

Timing and Compensation

CBRE will be compensated fixed fees for initial consulting and a supplemental success fee (commission) in the event of a transaction, the latter of which is paid out of the proceeds of sale upon closing.

Success Fee:

COMMISSION RATE SCHEDULE	
Consideration (Sale Price)	**CBRE Fee**
$0 to $2,000,000.00	**6.00 %**

Commissions shall be calculated on a cumulative basis. Any co-broker will be responsible to arrange their compensation by their principal.

Disclosures & Acknowledgements

1. Hidalgo County agrees that Hidalgo County shall pay CBRE a commission in accordance with the Schedule, if, within on e hundred twenty (120) calendar days after the expiration r termination of the Term the Property is sold to, or Hidalgo County enters into a contract of sale of the Property with, or negotiations continue, resume or commence and thereafter continue leading to a sale of the Property with, or negotiations continue, resume or commence and thereafter continue leading to a sale of the Property to any person or entity (including his/her/its successors, assigns or affiliates) with whom CBRE or Hidalgo County has negotiated (either directly or through another broker or agent) or to whom the Property has been submitted prior to the expiration or termination of the Term. CBRE is authorized to continue negotiations with such persons entities. CBRE agrees to submit a list of such persons or entities to Hidalgo County no later than fifteen (15) calendar days following the expiration or termination of the Term, provided, however, that if a written offer has been submitted it shall not be necessary to include the offeror's name on the list.

2. Hidalgo County further agrees that (a) if a lease of the Property is entered into during the Term to anyone, or (b) if, within one hundred twenty (120) calendar days after the expiration or termination of the Term, the Property is leased to, or

Hidalgo County enters into a contract to lease the Property with, or negotiations continue, resumes or commence and thereafter continue leading to the lease of the Property to any person or entity (including his/her/its successors, assigns or affiliates) with whom CBRE or Hidalgo County has negotiated (either directly or through another broker or agent) or to whom the Property has been submitted prior to the expiration or termination of the Term, Hidalgo County shall pay CBRE a leasing commissioner in accordance with the schedule.

3. Hidalgo County acknowledges the CBRE is a national brokerage firm and that, in some cases, it may represent prospective purchasers. Hidalgo County desires the Property to be presented to such purchasers and Hidalgo County hereby consents and authorizes to CBRE acting as an intermediary between Hidalgo County and any such prospective purchasers.

4. CBRE is licensed and regulated by the Texas Real Estate Commission (TREC). TREC administers two recovery funds which may be used to satisfy judgments against inspectors and real estate licensees involving a violation of the law. Complains or inquiries should be directed to the Texas Real Estate Commission, P.O. Box 12188, Austin, Texas 78711-2188, (512) 465-3630.

5. Hidalgo County acknowledges having received, prior to the execution of this Agreement, a copy of TREC Form No. OP-K, "Information About Brokerage Services" from CBRE.

6. CBRE is not an environmental, property title, or property survey expert and makes no representations, regarding the accuracy or completeness of reports or data provided to the County by independent third parties.

"Attachment A"

207 E. Loeb Street, Edinburg-Lots Nine, Ten, Eleven and Twelve (9, 10, 11 & 12) in **Block One Hundred Sixty-four (164)**, of **EDINBURG**, Hidalgo County, Texas, according to the map and plat thereof recorded in **Volume 1, Page 23, Map Records**, Hidalgo County, Texas

219 E. Loeb Street, Edinburg-Lot, parcel and piece of land situated in Hidalgo County, Texas, known as **Lots Nos. Seven (7) and Eight (8) in Block No. One Hundred Sixty-four (164),** according to the map and plat of the **TOWNSITE OF EDINBURG**, which map and plat is duly recorded in **Volume 1, Page 23, Map Records**, Hidalgo County, Texas

AI-54791

Purchasing Department 20.
C. 1.

CC - REGULAR
Meeting Date: 06/07/2016
Submitted For: Letty Saenz, PURCHASING DEPT.
Submitted By: Nielda Cavazos, PURCHASING DEPT.
Department: PURCHASING DEPT.

Information

CAPTION

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

B. Presentation of scoring grid (for the purpose of ranking by CC) of the firms graded and evaluated through the County's approved "pool" of professional engineering services for Pct No.1 Mile 8N, Mile 2E, Mile 2 1/2 E & Mile 4 N);

Evaluator	LeFevre Engineering & Consulting	Quintanlla, Headley and Associates, Inc.	Hinojosa Engineering
Score	98	91	86
Ranking			

C. Authority for the Purchasing Department to negotiate a professional contract with the No. 1 ranked firm _____for professional engineering services for Pct No. 1 Mile 8N, Mile 2E, Mile 2 1/2E & Mile 4 N).

BACKGROUND

FEMA Grant DR-4223 road project

Fiscal Impact

FISCAL YEAR:	2016	ACCT. #:	6-1280-431-00-121-XXX-5-XXX
FUNDS AVAILABLE Y/N?:	Y	MATCHING FUNDS Y/N?:	Y

BUDGETARY IMPACT:

FEMA Grant DR- 4223 Road Project
Approval of appropriation of funds - AI-54597 (CC Regular 05/17/16)

Attachments

grid

CIS
form

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	06/03/2016 12:02 PM
Budget & Management	Veronica Ortiz	06/03/2016 01:58 PM
Final Approval	Monica Badillo	06/03/2016 05:59 PM

Form Started By: Nielda Cavazos Started On: 05/23/2016 03:33 PM
Final Approval Date: 06/03/2016

HIDALGO COUNTY PRECINCT NO 1
FOR

Engineering Services for Mile 8N, M2E, Mile 2 1/2E & Mile 4 N

Scoring & Evaluation GRID

Engineering Services

Evaluator	Lefevre Engineering & Consulting	Quintanilla, Headley and Associates , Inc	Hinojosa Engineering
Score	98	91	86
RANKING			

*Scoring & Evaluation was completed by Pct No 1 *

LOCAL GOVERNMENT OFFICER CONFLICTS DISCLOSURE STATEMENT

FORM CIS

(Instructions for completing and filing this form are provided on the next page.)

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This is the notice to the appropriate local governmental entity that the following local government officer has become aware of facts that require the officer to file this statement in accordance with Chapter 176, Local Government Code.

OFFICE USE ONLY

Date Received

1 **Name of Local Government Officer**

Raul Lozano

2 **Office Held**

Chief Administrator

3 **Name of vendor described by Sections 176.001(7) and 176.003(a), Local Government Code**

International Consulting Engineers (ICE)

4 **Description of the nature and extent of each employment or other business relationship and each family relationship with vendor named in item 3.**

N/A

5 **List gifts accepted by the local government officer and any family member, if aggregate value of the gifts accepted from vendor named in item 3 exceeds $100 during the 12-month period described by Section 176.003(a)(2)(B).**

Date Gift Accepted N/A Description of Gift _____

Date Gift Accepted _____ Description of Gift _____

Date Gift Accepted _____ Description of Gift _____

(attach additional forms as necessary)

6 **AFFIDAVIT**

I swear under penalty of perjury that the above statement is true and correct. I acknowledge that the disclosure applies to each family member (as defined by Section 176.001(2), Local Government Code) of this local government officer. I also acknowledge that this statement covers the 12-month period described by Section 176.003(a)(2)(B), Local Government Code.

Raul Lozano

Signature of Local Government Officer

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said _____, this the _____ day of _____, 20 _____, to certify which, witness my hand and seal of office.

Signature of officer administering oath | Printed name of officer administering oath | Title of officer administering oath

LOCAL GOVERNMENT OFFICER CONFLICTS DISCLOSURE STATEMENT

FORM CIS

(Instructions for completing and filing this form are provided on the next page.)

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

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Date Received

1 **Name of Local Government Officer**

Raul Lozano

2 **Office Held**

Chief Administrator

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Lefevre

4 **Description of the nature and extent of each employment or other business relationship and each family relationship with vendor named in item 3.**

N/A

5 **List gifts accepted by the local government officer and any family member, if aggregate value of the gifts accepted from vendor named in item 3 exceeds $100 during the 12-month period described by Section 176.003(a)(2)(B).**

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(attach additional forms as necessary)

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Raul Lozano

Signature of Local Government Officer

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said _____, this the _____ day of _____, 20 _____, to certify which, witness my hand and seal of office.

Signature of officer administering oath | Printed name of officer administering oath | Title of officer administering oath

NO CONFLICT DISCLOSURE FORM

Name of Government Officer/Employee: Raul Lozano

Title/Position: Chief Administrator

Contract for Goods/Services: Professional Engineering Services for Pct. 1 mile 8N, mile 2E, mile 2 1/2 E & mile 4N

Name of Vendors contracting with OR seeking to contract with Hidalgo County:

1. LeFevre Engineering
2. Quintanilla, Headley & Associates
3. Hinojosa Engineering
4. _____

In my review, grading, selection or approval of the above identified vendors, I hereby affirm that I have no conflicts to disclose (employment/business, family or gifts exceeding $100) in connection with the above identified vendor(s) as required by section 176 of the Texas Local Government Code.

Signed: Raul Lozano

Date: 6-6-16

AI-54792

Purchasing Department 20.
C. 2.

CC - REGULAR
Meeting Date: 06/07/2016
Submitted For: Letty Saenz, PURCHASING DEPT.
Submitted By: Nielda Cavazos, PURCHASING DEPT.
Department: PURCHASING DEPT.

Information

CAPTION

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

B. Presentation of scoring grid (for the purpose of ranking by CC) of the firms graded and evaluated through the County's approved "pool" of professional engineering services for Pct No.1 Mile 1 ½ W,J. Flores, Englemen, Las Cumbres & Mile 20 N;

Evaluator	Cortraw Engineering PLLC	International Consulting Engineering	Rio Delta Engineering
Score	91	97	90
Ranking			

C. Authority for the Purchasing Department to negotiate a professional contract commencing with the No. 1 ranked firm _____for professional engineering services for Pct No. 1 Mile 1 ½ W,J. Flores, Englemen, Las Cumbres & Mile 20 N.

BACKGROUND

FEMA Grant DR-4223 road project

Fiscal Impact

FISCAL YEAR: 2016 ACCT. #: 6-1280-431-00-121-XXX-5-XXX

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

BUDGETARY IMPACT:

Pending program number by Auditor Office.

Attachments

grid

CIS

form

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	06/03/2016 12:32 PM
Budget & Management	Veronica Ortiz	06/03/2016 01:58 PM
Final Approval	Monica Badillo	06/03/2016 05:59 PM
Form Started By: Nielda Cavazos		Started On: 05/23/2016 04:07 PM
Final Approval Date: 06/03/2016		

HIDALGO COUNTY PRECINCT NO 1
FOR

Engineering Services for Mile 1 1/2W, J. Flores, Englemen, Las Cumbres & Mile 20 N

Scoring & Evaluation GRID

Engineering Services

Evaluator	Cortraw Engineering PLLC	International Consulting Engineering (ICE)	Rio Delta Engineering
Score	91	97	90
RANKING			

*Scoring & Evaluation was completed by Pct No 1 *

LOCAL GOVERNMENT OFFICER CONFLICTS DISCLOSURE STATEMENT

FORM CIS

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1 **Name of Local Government Officer**

Raul Lozano

2 **Office Held**

Chief Administrator

3 **Name of vendor described by Sections 176.001(7) and 176.003(a), Local Government Code**

International Consulting Engineers (ICE)

4 **Description of the nature and extent of each employment or other business relationship and each family relationship with vendor named in item 3.**

N/A

5 **List gifts accepted by the local government officer and any family member, if aggregate value of the gifts accepted from vendor named in item 3 exceeds $100 during the 12-month period described by Section 176.003(a)(2)(B).**

Date Gift Accepted N/A Description of Gift _____

Date Gift Accepted _____ Description of Gift _____

Date Gift Accepted _____ Description of Gift _____

(attach additional forms as necessary)

6 **AFFIDAVIT**

I swear under penalty of perjury that the above statement is true and correct. I acknowledge that the disclosure applies to each family member (as defined by Section 176.001(2), Local Government Code) of this local government officer. I also acknowledge that this statement covers the 12-month period described by Section 176.003(a)(2)(B), Local Government Code.

Raul Lozano

Signature of Local Government Officer

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said _____, this the _____ day of _____, 20 _____, to certify which, witness my hand and seal of office.

Signature of officer administering oath | Printed name of officer administering oath | Title of officer administering oath

LOCAL GOVERNMENT OFFICER CONFLICTS DISCLOSURE STATEMENT

FORM CIS

(Instructions for completing and filing this form are provided on the next page.)

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This is the notice to the appropriate local governmental entity that the following local government officer has become aware of facts that require the officer to file this statement in accordance with Chapter 176, Local Government Code.

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Raul Lozano

2 **Office Held**

Chief Administrator

3 **Name of vendor described by Sections 176.001(7) and 176.003(a), Local Government Code**

Lefevre

4 **Description of the nature and extent of each employment or other business relationship and each family relationship with vendor named in item 3.**

N/A

5 **List gifts accepted by the local government officer and any family member, if aggregate value of the gifts accepted from vendor named in item 3 exceeds $100 during the 12-month period described by Section 176.003(a)(2)(B).**

Date Gift Accepted N/A Description of Gift _____

Date Gift Accepted _____ Description of Gift _____

Date Gift Accepted _____ Description of Gift _____

(attach additional forms as necessary)

6 **AFFIDAVIT**

I swear under penalty of perjury that the above statement is true and correct. I acknowledge that the disclosure applies to each family member (as defined by Section 176.001(2), Local Government Code) of this local government officer. I also acknowledge that this statement covers the 12-month period described by Section 176.003(a)(2)(B), Local Government Code.

Raul Lozano

Signature of Local Government Officer

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said _____, this the _____ day of _____, 20 _____, to certify which, witness my hand and seal of office.

Signature of officer administering oath | Printed name of officer administering oath | Title of officer administering oath

NO CONFLICT DISCLOSURE FORM

Name of Government Officer/Employee: Raul Lozano

Title/Position: Chief Administrator

Contract for Goods/Services: Professional Engineering services for Pct. 1 mile 1 1/2 W, J. Flores, Englemen, Lascombres & mile 20 N

Name of Vendors contracting with OR seeking to contract with Hidalgo County:

1. Cortraw Engineering
2. International Consulting Engineering
3. Rio Delta Engineering
4. _____

In my review, grading, selection or approval of the above identified vendors, I hereby affirm that I have no conflicts to disclose (employment/business, family or gifts exceeding $100) in connection with the above identified vendor(s) as required by section 176 of the Texas Local Government Code.

Signed: _____ Date: 6-6-16

AI-54626

Purchasing Department 20.
C. 3.

CC - REGULAR
Meeting Date: 06/07/2016
Submitted For: Marty Salazar, PURCHASING DEPT.
Submitted By: Matilde Faz, PURCHASING DEPT.
Department: PURCHASING DEPT.

Information

CAPTION

Presentation of sole responsible vendor submitting the lowest and best bid and meeting all specifications and / or requirements (as detailed in the documentation contained herein) for the purpose of award and approval of contract for Request for Bid titled: Hidalgo County - Precinct 1 - "Hauling Of All Road Materials" through project No.: 2016-159-05-04-FAZ.

BACKGROUND

1. 7 packets sent out.
2. 2 bids received;
3. Current contract expires on June 27, 2016
4. New contract will commence on June 28, 2016
5. Contract document was reviewed and approved as to form by Legal Counsel.

Fiscal Impact

FISCAL YEAR: 2016 ACCT. #: 6-1200-431-00-121-005-0-721
FUNDS AVAILABLE Y/N?: Yes MATCHING FUNDS Y/N?: No
BUDGETARY IMPACT:

FISCAL YEAR: ACCT. #:
FUNDS AVAILABLE Y/N?: MATCHING FUNDS Y/N?:
BUDGETARY IMPACT:
Precinct 1, no fiscal impact at this time, this project is on an "as needed basis".

Attachments

Recommendation of Award Memo
Tabulation Sheet
Participating Log
CIQ Recorded

1295 Acknowledged & Notarized
Contract with Legal's Counsel Approval

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	06/02/2016 02:21 PM
Budget & Management	Veronica Ortiz	06/02/2016 02:27 PM
Glinda Pacheco	Glinda Pacheco	06/03/2016 03:24 PM
Final Approval	Monica Badillo	06/03/2016 05:59 PM

Form Started By: Matilde Faz Started On: 05/13/2016 11:37 AM
Final Approval Date: 06/03/2016

Hidalgo County Purchasing Department
2812 S. Business Highway 281
New Administration Building
Edinburg, Texas 78539
(956) 318-2626/ Fax: (956) 318-2629

MEMORANDUM

(Department's Recommendation)

TO Hon. A.C. Cuellar Jr., Commissioner
Hidalgo County Precinct 1
ATTN: Katia Garcia

FROM: Matilde "Maty" Faz, Buyer II
Hidalgo County Purchasing Department

DATE: May 9, 2016

RE: **BID AWARD RECOMMENDATION REQUEST**
Bid No. 2016-159-05-04-FAZ
HIDALGO COUNTY PCT 1: "HAULING SERVICES FOR ALL ROAD MATERIALS"

We have received two (2) **responses** in reference with the above mentioned project. Enclosed you will find a copy of the tabulation sheet along with copy of the bid response for your review and recommendation.

We would like to present your recommendation on the next Commissioner's Count Meeting; therefore, we need your response no later than **Monday, May 16, 2016 @ 9:30 a.m.** to be able to present to Commissioner's Court **as soon as possible.** Please indicate your recommendation or any concerns on the space provided below and reply to the Purchasing Department **via fax to (956)-318-2629 or via email to: matilde.faz@co.hidalgo.tx.us.**

Should you have any questions or require further information please do not hesitate to call me at 318-2626- ext. 4854. Thank you for your attention and cooperation to this matter.

AWARD TO VENDOR(S):	RECOMMENDATION (BASIS)
1. Gentex Trucking	lowest bid
2.	

Please include the budget account number(s) for the above reference project.

Budget Acct No.: 6-1200-431-00-121-005-0-721

AUTHORIZED SIGNATURE	PRINTED NAME	DEPARTMENT	DATE
	Raul Lozano	Pct. 1	5/11/16

Enclosures

TABULATION SHEET
HIDALGO COUNTY PRECINCT No. 1
"HAULING SERVICES FOR ALL ROAD MATERIALS"
RFB: No. 2016-159-05-04-FAZ

LOCATION OF PLANT		RADIUS	PARTICIPATING VENDORS					
			ROY'S HAULING SERVICE INC. Edinburg, TX			CENTEX TRUCKING San Antonio, TX		
			Total Cost Per Ton	Fuel Costs Percentage Per Ton	Current/Base Fuel Cost	Total Cost Per Ton	Fuel Costs Percentage Per Ton	Current/Base Fuel Cost
(FRONTERA MATERIALS) ***Cold Mix***	**LA JOYA PLANT**	01-10 miles	NO BID			$3.30	20%	$0.66
		11-20 miles				$4.40	20%	$0.88
		21-30 miles				$5.50	20%	$1.10
		31-40 miles				$6.75	20%	$1.35
		41-50 miles				$7.50	25%	$1.875
		51-60 miles				$10.00	25%	$2.50
		61-70 miles				$11.00	25%	$2.75
		71-100 miles				$13.00	25%	$3.25
(FRONTERA MATERIALS) ***Type D -Hot Mix-Gravel*** ***Type D- Hot Mix-Limestone***	**PROGRESO PLANT AND/OR LA JOYA PLANT**	01-10 miles	NO BID			$5.50	20%	$1.10
		11-20 miles				$6.00	20%	$1.20
		21-30 miles				$6.75	20%	$1.35
		31-40 miles				$7.70	20%	$1.54
		41-50 miles				$8.40	25%	$2.10
		51-60 miles				$10.00	25%	$2.50
		61-70 miles				$11.00	25%	$2.75
		71-100 miles				$13.00	25%	$3.25
(FRONTERA MATERIALS) ***Crushed Caliche***	**2 miles S of Intersection FM 1017 & FM 3250 on 3250 Jericho Pit Linn, Tx**	01-10 miles	$ 7.90	75%	$ 5.92	$4.40	20%	$0.88
		11-20 miles	$ 8.05	75%	$ 6.04	$5.00	20%	$1.00
		21-30 miles	$ 6.38	75%	$ 4.78	$5.70	20%	$1.14
		31-40 miles	$ 6.85	75%	$ 5.13	$6.75	20%	$1.35
		41-50 miles	$ 10.00	75%	$ 7.50	$8.75	25%	$2.19
		51-60 miles	$ 12.00	75%	$ 9.00	$9.80	25%	$2.45
		61-70 miles	$ 13.00	75%	$ 9.75	$10.50	25%	$2.625
		71-100 miles	$14.00	75%	$10.50	$13.00	25%	$3.25

HIDALGO COUNTY PURCHASING DEPARTMENT
PARTICIPATING BIDDER'S LOG
SPECIFICATIONS/BID PACKETS
RFB-RFP-RFQ

BID OPENING DATE: May 4, 2016 BID OPENING TIME: 9:30 A.M.
DEPARTMENT/BID DESCRIPTION: "HIDALGO COUNTY PRECINCT No 1- HAULING SERVICES FOR ALL ROAD MATERIALS"
BID NO.: 2016-159-05-04-FAZ

NAME OF VENDOR: COMPANY/FIRM	BID REQUEST *VIA	SIGNATURE (IF APPLICABLE) OR INITIALS OF STAFF ADDRESSING MAIL OUT	DATE	PHYSICAL ADDRESS, CITY-STATE-ZIP, PHONE No., FAX No. & EMAIL ADDRESS
1. Roy's Hauling Service, Inc. Attn: Roy Balderas Jr.	Email	Matilde "Maty" Faz	04/18/16	P.O. BOX 1896 Edinburg, TX 78540 O (956) 383-2206 F (956) 383-2569 M (956) 239-2359 rbalde1008@aol.com royshaulinginc@aol.com
2. Universal Truckers Inc. Attn: Bernardo Saenz	Email	Matilde "Maty" Faz	04/18/16	1052 Esperanza St. Alamo, TX 78516 P.O. Box 653 (956) 782-4939 Bernardosaenz95@yahoo.com
3. Prime Vendor Inc.	Email	Matilde "Maty" Faz	04/18/16	4622 Cedar Avenue Wilmington NC 28403 Phone: 800-746-9554 Fax: 800-746-8307 bids20@prime-vendor.com
4. The Blue Book Building *Rachel Siegmund*	Email	Matilde "Maty" Faz	04/18/16	800-431-2584 ext. 3032 rsiegmund@thebluebook.com
5. Frontera Materials Attn: Barry Ehlinger	Email	Matilde "Maty" Faz	04/18/16	P.O. Box 1086 Weslaco, TX. 78596 (956)- 607-5965 bmefrontera@aol.com
6. Audrey Villa	Email	Matilde "Maty" Faz	04/18/16	audrey.villa@gmail.com
7. Juan Chavez	IP	Matilde "Maty" Faz	5/2/16	24710 Staffordshire San Antonio, TX78257 Cell (956) 363-8111 Fax (210) 648-3699 centextrucking@gmail.com

***VIA:**
IN PERSON (IP)
BIDDER LIST MAIL OUT (BLM)
FACSIMILE (FAX)
TELEPHONE REQUEST (TR)
E-MAIL (EM)

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor doing business with local governmental entity

FORM CIQ

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor 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 vendor becomes aware of facts that require the statement to be filed. *See* Section 176.006(a-1), Local Government Code.

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

OFFICE USE ONLY
Date Received

1 **Name of vendor who has a business relationship with local governmental entity.**

CenTex Trucking

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 on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 **Name of local government officer about whom the information is being disclosed.**

N/A

Name of Officer

4 **Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.**

N/A

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

☐ Yes ☐ No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

☐ Yes ☐ No

5 **Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.**

N/A

6 ☐ Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).

7 Paul Daniec

Signature of vendor doing business with the governmental entity

5/11/16

Date

Paul Daniec

Hidalgo County Clerk
Arturo Guajardo Jr.
P.O. Box 58
Edinburg, Texas 78540
Main: (956) 318-2100 **Fax:** (956) 318-2105

ORIGINAL COPY

Receipt No: 20160513000447
Date: 05/13/2016
Time: 03:46PM
Deputy Clerk: Imelda Leal
Station: CH-1-CC-K12

Issued To: CENTEX TRUCKING
24710 STAFFORDSHIRE

SAN ANTONIO , TX 78257

Recording Fees

Item No.	Item	Document No.	Serial No.	Amount
1	Real Property Recordings	2712468		36.00

Collected Amounts

Item No.	Payment	Amount
1	Check 1001 CENTEX TRUCKING/956-867-4964	36.00

Total Received: 36.00
Order Total: 36.00

Change Due: 0.00

Thank you.

VG-120-2016-2712468

Hidalgo County
Arturo Guajardo Jr.
County Clerk
Edinburg, Texas 78540

Document No: 2712468

Recorded On: May 13, 2016 03:46 PM

Billable Pages: 1

Number of Pages: 2

*****Examined and Charged as Follows*****

Total Recording: 36.00

*****THIS PAGE IS PART OF THE DOCUMENT*****

Any provision herein which restricts the Sale, Rental, or use of the described REAL PROPERTY because of color or race is invalid and unenforceable under federal law.

File Information:
Document No: 2712468
Receipt No: 20160513000447
Recorded On: May 13, 2016 03:46 PM
Deputy Clerk: Imelda Leal
Station: CH-1-CC-K12

Record and Return To:
CENTEX TRUCKING
24710 STAFFORDSHIRE
ORIGINAL RETURN TO CUSTOMER
SAN ANTONIO TX 78257

COUNTY COURT
COUNTY OF HIDALGO, TEXAS

STATE OF TEXAS
COUNTY OF HIDALGO

I hereby certify that this instrument was FILED in the File Number sequence on the date/time printed hereon, and was duly RECORDED in the Official Records of Hidalgo County, Texas.

Arturo Guajardo Jr.
County Clerk
Hidalgo County, Texas

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:
2016-53889

Date Filed:
05/11/2016

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
CenTex Trucking
San Antonio, TX United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.
Hidalgo County-Precinct 1

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.
2016-159
Hauling of All Road Materials

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary

5 Check only if there is NO Interested Party. [X]

6 AFFIDAVIT

I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.

Linda Lou Nichols
Notary Public,
State of Texas
Expires: 11-14-2018

Paul Daniec
Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said Paul Daniec, this the 12th day of May, 20 16, to certify which, witness my hand and seal of office.

Linda Lou Nichols — Signature of officer administering oath
Linda Lou Nichols — Printed name of officer administering oath
Notary — Title of officer administering oath

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:
2016-53889

Date Filed:
05/11/2016

Date Acknowledged:
05/17/2016

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

CenTex Trucking
San Antonio, TX United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

Hidalgo County-Precinct 1

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

2016-159
Hauling of All Road Materials

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary

5 Check only if there is NO Interested Party. [X]

6 AFFIDAVIT

I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.

_____
Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said _____, this the _____ day of _____, 20_____, to certify which, witness my hand and seal of office.

_____ _____ _____
Signature of officer administering oath | Printed name of officer administering oath | Title of officer administering oath

THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

SERVICE CONTRACT
C-16-159-06-07

THIS CONTRACT is made and entered into this **7th Day** of **June, 2016** by and between the **COUNTY OF HIDALGO, TEXAS** ("County"), and **BENCHMARK UTILITY CONTRACTORS, INC. D/B/A CENTEX TRUCKING** ("Company").

WHEREAS, Company responded to advertised notices for bids for **"Hauling Services For All Road Materials",** as more particularly described in Exhibit "A" (the "Services"); and

WHEREAS, Company submitted a bid to provide services in accordance with the specifications as bid, a copy of such specifications and bid being attached hereto as Exhibits "A" and "B" ("Vendor's Bid") respectively, and incorporated herein for all purposes (as the "RFB Packet"); and

WHEREAS, in recognition of and in consideration of Company's agreement to perform the Services in accordance with Specifications, the Commissioners Court of County awarded the bid to Company.

NOW, THEREFORE, in mutual consideration of the foregoing and the further consideration of the following, the parties hereto agree as follows:

1. County and Company hereby agree that this Contract is entered into in order to provide the Services to locations at **Hidalgo County Precinct One**. This Contract does not extend to any third parties any duties or benefits conferred in any manner hereunder

or otherwise.

2. Company hereby promises and agrees to render and provide, during the term of this Contract, and shall be obligated to render and provide the Services in accordance with the Specifications described in Exhibits A and B within **Hidalgo County** following a request for Services by the **Commissioners' Court** or their designated agent. Company agrees in performing the Services that it will use proper professional standards, comply with any and all appropriate laws and regulations in providing the Services, and devote such time as is necessary to safely and efficiently provide the Services.

3. This Contract shall be for a period of one year effective **JUNE 28, 2016** and ending on **JUNE 27, 2017.** Hidalgo County at its sole discretion elect the option to extend the contract for one (1) additional year at the same rates, terms and conditions and may further extend for an additional sixty (60) days grace period at the end of the contract term due to any unforeseen delay in the procurement process under the same fees, rates, terms and conditions, unless this Contract is terminated pursuant to the provisions herein, whichever occurs first .

4. As a condition of this Contract, Company shall hold and maintain throughout the term of this Contract all licenses and permits required, or which may be required by any authority during the term hereof to provide the Services.

5. All trucks or vehicles operated by the Company to perform the Services shall contain all equipment required by any authority to operate on streets and roads and all persons in the employ of Company who operate such trucks or vehicles shall have the required licenses, qualifications, skill and expertise to perform such Services and shall

comply with all laws, rules and regulations prescribed by any agency or authority having jurisdiction with regard to the operation of such trucks or vehicles in providing the Services.

6. As consideration for rendering the Service provided for in this Contract, the County agrees to pay Company the amounts specified in Exhibit "B" attached hereto payable against written invoice submitted by Company.

7. Company shall provide insurance in force on all its vehicles and all persons connected with providing services under this Contract naming County as an additional insured (with the coverages and in the amounts described on Exhibit "C" attached hereto and incorporated herein at this point for all purposes), and shall furnish to County certificates of such insurance coverage.

8. Company shall provide a sufficient number of trucks, vehicles, personnel and equipment available to safely and efficiently provide the Services.

9. **INDEMNIFICATION: COMPANY SHALL INDEMNIFY AND HOLD HARMLESS COUNTY, ITS ELECTED OFFICIALS, EMPLOYEES AND AGENTS FROM ANY AND ALL CLAIMS, DAMAGES, LOSSES, AND EXPENSES INCLUDING ATTORNEY'S FEES FOR THE DEFENSE OF ANY ACTION AGAINST COUNTY ARISING OUT OF, RESULTING FROM, OR CONNECTED WITH THE PROVISION OF THE SERVICE BY COMPANY UNDER THIS CONTRACT. SAID INDEMNITY SHALL COVER ANY ACT OR FAILURE TO ACT BY THE COMPANY, ITS AGENTS OR EMPLOYEES.**

10. This Contract shall not be assignable in whole or in part by either party without prior written consent of the other party.

11. It is expressly agreed that this Contract and the performance by the parties hereunder does not create any agency relationship or master-servant relationship, that County has no supervision of the performance of the Services provided by Company, and that Company is an independent contractor under this Contract.

12. Any notice required or permitted to be given hereunder shall be in writing and shall be delivered personally or sent by certified mail, postage prepaid, as set forth below:

If to County: **The County of Hidalgo**
Attn: County Judge
100 E. Cano St., 2nd Floor
Edinburg, Texas 78539

If to Company: **Benchmark Utility Contractors, Inc.**
D/B/A Centex Trucking
24710 Staffordshire
San Antonio, Texas 78257

13. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

14. Any contract award to a successful bidder will be in effect until (a) the contract expires, (b) delivery and acceptance of products, and/or performance of services ordered, or (c) terminated without cause by County with sixty (60) day's written notice prior to cancellation.

15. This Agreement shall be binding upon and inure to the benefit of and be enforceable by the parties hereto and their respective heirs, executors, administrators,

legal representatives, successors, and assigns where permitted by this Agreement.

16. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas and shall be performable in Hidalgo County.

17. **Commitment of Current Revenues Only**. In the event that, during any term hereof, the Commissioners Court does not appropriate sufficient funds to meet the obligations of County under this Agreement, County may terminate this Agreement upon ninety (90) days written notice to Company. County agrees, however, to use reasonable efforts to secure funds necessary for the continued performance of this Agreement. The parties intend this provision to be a continuing right to terminate this Agreement at the expiration of each budget period of Buyer pursuant to the provisions of Tex. Loc. Govt. Code Ann. 271.903 (Vernon Supp. 1996).

18. **Immunities:** Nothing in this Agreement is intended to and County does not hereby waive, release or relinquish any right to assert any of the defenses County enjoys by virtue of the stated or federal constitution, laws, rules or regulations, and any sovereign, official or qualified immunity available to County as to any claim or action of any person, entity, or individual against County.

WITNESS our hands in duplicate originals this_____ day of _____, 2016.

COUNTY OF HIDALGO

ATTEST:

By:_____
Ramon Garcia, County Judge

_____
Arturo Guajardo Jr., County Clerk

COMPANY:
By:_____
Printed Name:_____
Title:_____

APPROVED AS TO FORM:
ATLAS, HALL & RODRIGUEZ, L.L.P.

By:_____
Stephen L. Crain

APPROVED BY COMMISSIONES COURT:_____

EXHIBIT "A"
REQUEST FOR BIDS (RFB)
PROCURMENT PACKET

Hidalgo County Purchasing Office
2812 S. Business Highway 281
New Administration Building
Edinburg, Texas 78539
(956) 318-2626 / Fax: (956) 292-7612

April 18, 2016

Re: **HIDALGO COUNTY PRECINCT 1**
Request for Bids - **"HAULING OF ALL ROAD MATERIALS"**
RFB No: 2016-159-05-04-FAZ

Dear Gentlemen:

Enclosed please find a Request for Bids (RFB) packet for you review and consideration.

Hidalgo County Purchasing Department welcomes and appreciates your participation in the RFB process.

If any further assistance is required, please do not hesitate to call the Purchasing Department at (956) 318-2626.

Sincerely,

Martha L. Salazar, CPPB
Hidalgo County Purchasing Agent

MLS/faz

Enclosures

Hidalgo County Purchasing Office
2812 S. Business Highway 281
New Administration Building
Edinburg, Texas 78539
(956) 318-2626 / Fax: (956) 292-7612

REQUEST FOR BID (RFB)
TABLE OF CONTENTS
HIDALGO COUNTY PRECINCT 1
Bid No: 2016-159-05-04-FAZ

1. Request for Bid Letter, consisting of 1 page.

2. Table of contents, consisting of 1 page.

3. Request for Bid, Legal Notice, consisting of 8 pages.

4. Exhibit "A" Specifications consisting of 4 pages.

5. Exhibit "B" Bid Page consisting of 2 pages.

6. Exhibit "C" Insurance Requirements consisting of 4 pages.

7. Exhibit "D" CIQ Conflict of Interest Questionnaire, consisting of 2 pages.

8. Exhibit "E & E-1" Truck & Driver Information, consisting of 2 pages.

9. Vendor/Bidder Application, consisting of 2 pages.

10. W-9 form, consisting of 4 pages.

11. Certifications Regarding Debarment consist of 1 page.

11. Draft Service Contract, consisting of 9 pages.

The above mentioned items shall be found in the Request for Bid (RFB) packet that is attached herewith. Should you find that any of the items are not attached in its entirety please contact Purchasing by calling (956) 318-2626, advise of missing documentation, and Purchasing will forward information either through facsimile or by U.S. Mail.

Thank you.

Martha L. Salazar

Martha L. Salazar, CPPB
Purchasing Agent

April 18, 2016
Date

Bid No: 2016-159-05-04-FAZ	Buyer : MATY FAZ	Tel. No: (956) 318-2626 ext 4854

REQUEST FOR BIDS

HIDALGO COUNTY – PRECINCT 1
"HAULING OF ALL ROAD MATERIALS"

BID OPENING DATE

MAY 04, 2016

Contact Person:

Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
Physical Address: 2802 S. Business Hwy. 281 -New Administration Building
Mailing/Postal Address: 2812 S. Business Hwy. 281
Edinburg, Texas 78539
956 318-2626

BID NO.: 2016-159-05-04-FAZ

LEGAL NOTICE

1. Sealed bids will be received for **"HIDALGO COUNTY PRECINCT 1 -"HAULING OF ALL ROAD MATERIALS"** in accordance with the specifications attached as Exhibit "A" hereto. Bids should address all specifications set forth. Bidders may suggest substitutions of features which they feel would be in the best interest of Hidalgo County ("County"). Strong rationale must be presented for any deviation from the specifications. Hidalgo County reserves the right to reject the deviation and its effect on the overall bid.

2. **One (1) original and Three (3) copies** of all bids are required with the bidders name and return address clearly typed and or/printed on upper left hand corner and the proper notation clearly typed/printed on the lower left hand corner of the envelope and/or package: **BID NO.: 2016-159-05-04-FAZ "HIDALGO COUNTY PRECINCT 1 - "HAULING OF ALL ROAD MATERIALS"** and at County's Purchasing Department with a physical address: 2802 S. Business 281 and a mailing address: 2812 S. Business Hwy 281, New Administration Building, Edinburg, Texas, **on or before 9:30 A.M, WEDNESDAY, MAY 04, 2016. NO FACSIMILES OR LATE ARRIVALS WILL BE ACCEPTED. ANY RFB RECEIVED AFTER THAT TIME WILL NOT BE OPENED AND WILL BE RETURNED. OVERNIGHT MAIL MUST ALSO BE PROPERLY LABELED ON THE OUTSIDE OF EXPRESS ENVELOPE OR PACKAGE WITH REFERENCE TO "HIDALGO COUNTY PRECINCT 1 - RFB NO.: 2016-159-05-04-FAZ "HAULING OF ALL ROAD MATERIALS"** Hidalgo County reserves the right to refuse and reject any/all bids and to waive any/all formalities or technicalities, or to accept the bids considered the best and most advantageous to Hidalgo County.

3. Hidalgo County reserves the right to: A. separate and accept, or eliminate any item(s) listed under this bid that it deems necessary to accommodate budgetary and/or operational requirements; B. reject any or all bids submitted and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best bid for approval; and C. award the bid to one bidder or to multiple bidders if the County determines it is in its best interest to do so."

4. The Bidder shall not substitute items named in the bid without the express written consent of Hidalgo County. Failure of the delivered item to perform as specified or failure to meet the stated delivery schedule shall release Hidalgo County from all obligations to the contracting party with regard to the item(s) in question. In such event, County may elect to award the contract to the next-lowest responsible bidder, or to reject all bids and re-advertise.

5. For work to be performed at a County owned or operated location, each bidder shall, in its sole discretion, visit the job site before preparing the bid and thoroughly familiarize himself/herself with existing conditions. Bidder should take field dimensions and note all circumstances which affect the dollar amount of the bid.

6. Descriptive specifications are referenced in this document to indicate the general kind and quality of equipment desired by Hidalgo County. Due to various styles and models of equipment, bidders are required to include illustrations, specifications, explanation of warranties, and service data with their bid including catalogue numbers and any necessary references.

7. No bid may be withdrawn within thirty (30) days from the scheduled time to open bids.

8. Proposed prices are to remain firm for a minimum of ninety (90) days after bid opening.

9. Any interpretations, amendments, corrections or changes to this bid document must be in a written addendum and signed by the County Judge or his designee. Addenda will be mailed to all who are known to have received a copy of the Request for Bids. Bidders shall acknowledge receipt of all addenda as a part of their bid.

10. County reserves the right to accept or reject any or all Bids.

11. Costs are to be net F.O.B., County Prepaid.

12. County is exempt from Federal Excise Tax, State Tax and Local Tax. Do Not include tax in cost figure. If it is determined that tax was included in the cost figures it will not be included in the tabulation of any awards. Tax exemption certificates will be furnished upon request.

13. Funds for this procurement have been provided through the County budget for this fiscal year only. County, on an annual basis, has the right to reconsider a contract during the budget process for ensuing years if financial resources of County are insufficient to meet the liabilities of said contract. The award of a bid or contract hereunder will not be construed to create a debt of the County which is payable out of funds beyond the current fiscal year.

14. Upon award and prior to execution of a contract, Sole Proprietorships are required to submit a copy of their social security cards to the Hidalgo County Auditor's Office in order to establish an account with the County. All awarded vendors must submit a completed W-9 and a copy o their Federal ID Number Certificate.

15. DELIVERY INSTRUCTIONS:

- No deliveries accepted after 3:00 P.M., Monday-Friday.

- At least seventy two (72) hours prior notice of delivery must be given to Martha L. Salazar, Purchasing Agent before delivery will be accepted.

- If you need additional information call the office listed below:

  Hidalgo County Purchasing Department
  Martha L. Salazar, Purchasing Agent
  (956) 318-2626

16. BILLING AND PAYMENT INSTRUCTIONS:

- Invoices must include:
  a) Name and address of successful bidder
  b) Name and address of receiving department or official
  c) Purchase Order Number (if any)
  d) Notation - **" HIDALGO COUNTY PRECINCT 1 - RFB NO.: 2016-159-05-04-FAZ - "HAULING OF ALL ROAD MATERIALS"**
     Descriptive information as to the items or services delivered, including product code, item number, quantity, etc.
  e) Contract number must be indicated on all invoices

. Discount payments will be considered when offered.

. Contact person for Billing and Payment questions:

Yolanda Estrada / Katia Garcia
Hidalgo County Precinct #1
1902 Joe Stevens Ave.
Weslaco, Texas 78596
TEL: (956) 968-8733

17. Schedule of Events

Bid Opening, 9:30 A.M.	**MAY 04, 2016**
Award of Contract	**_____, 2016**
Commence Work or Deliver Products	**_____, 2016**

18. Bid or Performance Bond and Debarment Certification; Payment under Contract:

. If the contract proposed is for the construction of public works or is for a contract for goods & services exceeding $100,000, all bidders shall furnish a good and sufficient bid bond in the amount of five percent of the total contract price. A bid bond must be executed with a surety company authorized to do business in Texas. All bidders are also required to furnish a certification or acknowledgment stating that the contractor or vendor is free from suspension or debarment pursuant to federal regulation 45CFR Part 76.

. Together with the signing of a contract or issuance of a purchase order following the acceptance of a bid, and prior to commencement of the actual work, the bidder shall furnish a performance bond to the County for the full amount of the contract, if that contract exceeds $50,000.

. If the contract is for $50,000 or less, no money will be paid to the contractor until completion and acceptance of the work or the fulfillment of the purchase obligation to the County, and, if applicable, the receipt by County of satisfactory evidence that all subcontractors and material men have been paid.

. If a contract is for the construction, alteration or repair of public buildings or public works, the contractor *shall* provide a payment bond for a contract in excess of Twenty Five Thousand Dollars ($25,000.00), as required by Tex. Govt. Code Ch. 2253.

. For requirements contracts, bond requirements are determined by applying the proposed unit price to the estimated quantities included in the specifications.

19. Ethical Standards:

. It shall be a breach of ethics to offer, give or agree to give any elected official, department head or employee, or former elected official, department head or employee, of the County, or for any elected official, department head or employee or former elected official, department head or employee of the County, to solicit, demand, accept or agree to accept from another person, entity or organization, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation or any part of a program

requirement or purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefore pending before any department or agency of the County.

. It shall be a breach of ethics for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor for any contract for the County, or any person associated therewith, as an inducement for the award of a subcontract or order.

. No public official shall have an interest in a contract awarded hereunder except in accordance with Tex. Loc. Govt. Code Chapter 171.

NOTICE:
ALL COMMUNICATIONS BY A VENDOR TO THE COUNTY, ITS OFFICIALS, AND DEPARTMENT HEADS REGARDING THIS PROCUREMENT SHALL BE DONE THROUGH THE HIDALGO COUNTY PURCHASING DEPARTMENT.

20. Disclosure of Conflict of Interest

. Effective January 1, 2016, Chapter 176 of the Texas Local Government Code requires that any vendor, person, consultant or contractor considering doing business with Hidalgo County ("the County") to disclose in the Conflict of Interest Questionnaire (the "CIQ") attached as Exhibit D, the vendor, person, consultant or contractor's affiliation or business relationship that might cause a conflict of interest with the County. By law, the CIQ must be filed with the Hidalgo County Clerk's Office no later than the seventh business day after the date the person becomes aware of facts that require that statement to be filed. The disclosure requirement applies to a person or business who contracts or seeks to contract with Hidalgo County for the sale or purchase of property, goods or service. Any purchase order or contract resulting from this process shall be considered null and void if the successful bidder fails to comply with Texas Local Government Code Chapter 176. Vendors, consultants, contractors and others who desire to conduct business with Hidalgo County are encouraged to refer to Texas Local Government Code Chapter 176 for the details of this law. An offense under Texas Local Government Code Chapter 176 is a Class C Misdemeanor. **Completed Form CIQ must be submitted to the Hidalgo County Clerk's Office located at 100 N. Closner, Edinburg, Texas 78539 - Hidalgo County Courthouse.**

COMPLETION AND SUBMISSION OF FORM CIQ IS THE SOLE RESPONSIBILITY OF THE PROSPECTIVE RESPONDENT. QUESTIONS REGARDING COMPLIANCE SHOULD BE DIRECTED TO YOUR LEGAL COUNSEL.

21. **CERTIFICATE OF INTERESTED PARTIES (FORM HB1295)**

As of January 1, 2016, to comply with Texas Government Code Section §2252.908, and the rules issued by the Texas Ethics Commission found in Title 1, Section 46.1, 46.3 and 46.5 of the Texas Administrative Code, we have updated and revised our RFB packet. In accordance with these requirements, business must submit a completed Certificate of Interested Parties Form 1295 to the County before the County may enter into a contract with the business entity. In box 3 of Form 1295, you will provide the RFB Project No. (2016-159), as shown on the packet. Once completed and filed with the Texas Ethics Commission, Form 1295 must be printed and signed in the

presence of a notary and submitted to our office either by facsimile transmission to (956) 292-7612 or via email to: matilde.faz@co.hidalgo.tx.us.

Hidalgo County cannot enter into a contract until Form 1295 is submitted. Therefore, failure to timely submit Form 1295 signed and notarized may result in delay of award. Full instructions for completion and submittal of Form 1295 may be found on the Texas Ethics Commission website:

https://www.ethics.state.tx.us/tec/1295-Info.htm

THE AWARDED VENDOR WILL HAVE THIRTY (30) DAYS TO SUBMIT THE SIGNED NOTARIZED FORM 1295. *HIDALGO COUNTY CANNOT ENTER INTO A CONTRACT UNTIL FORM 1295 IS SUBMITTED.*

22. If, during the life of any contract or bid awarded, the successful bidder's net prices generally available to other customers for items awarded herein are reduced below the contracted price, it is understood and agreed that the benefits of such reduction shall be extended to the County.

23. Bids, and all goods and services provided hereunder, shall comply with all federal, state and local laws concerning this type(s) of goods and/or services.

24. Minimum Standards for Responsible Prospective Bidders: A prospective bidder must affirmatively demonstrate bidder's responsibility. A prospective bidder, by submitting a bid, represents to County that it meets the following requirements:

- Possess or is able to obtain adequate financial resources as required to perform under the bid;
- Be able to comply with the required or proposed delivery schedule;
- Have a satisfactory record of performance;
- Have a satisfactory record of integrity and ethics;
- Be otherwise qualified and eligible to receive an award.

25. Successful bidder will pay or cause to be paid, without cost or expenses to County, all FICA, FUTA/SUTA and Federal Income Withholding Taxes of all employees, and all wages and benefits as required by Federal or State law. Successful bidder's officers, agents and/or employees will not be entitled to any benefits of an employee or elected official of County, including, but not limited to, benefits associated with County's civil service system.

26. Any contract award to a successful bidder will be in effect until (a) the contract expires, (b) delivery and acceptance of products, and/or performance of services ordered, or (c) terminated by County with thirty day's written notice prior to cancellation.

27. County reserves the right to enforce performance of any contract awarded hereunder in any manner prescribed by law or deemed to be in the best interest of the County in the event of breach or default by successful bidder; County reserves the right to terminate any contract immediately in the event a successful bidder fails to:

A. Meet schedules;
B. Pay any required fees or taxes; or
C. Otherwise perform in accordance with the specifications.

28. Successful bidder shall defend, indemnify and save harmless County and all its elected officials, officers, agents and employees from all suits, actions, or other claims of any character, name and description brought for or on account of any injuries or damages received or sustained by any person, persons, or property on account of any negligent act or fault of the successful bidder, or of any agent, employee, subcontractor or supplier of successful bidder in the execution of, or performance under, any contract which may result from bid award or which arises from any event or casualty happening on or within County premises themselves or happening upon or in any halls, elevators, entrances, stairways or approaches of or to such County facilities. Successful bidder shall pay any judgment with costs which may be obtained against county growing out of such injury or damages, and shall, upon request, provide a defense to County by counsel reasonably acceptable to County. Successful bidder's indemnity hereunder shall include, but is not limited to, claims relating to patent, copyright or trademark infringement, and the like, arising out of the goods and services provided by successful bidder.

29. Successful bidder shall warrant that all items/services shall conform to the specifications and/or all warranties provided under the Uniform Commercial Code and be free from all defects in material, workmanship and the like. Items supplied under a contract pursuant to this Request for Bids shall be subject to County's approval. Items found to be defective or not meeting specifications shall be replaced by successful bidder within two business days at no expense to County. Items not picked up within one (1) week after notification shall be deemed a donation to County and may be used or disposed of at County's discretion and without waiver of any other rights of County as to the item's nonconformity.

30. This document and any disputes arising hereunder shall be governed and construed according to the laws of the State of Texas, and will be performable exclusively in Hidalgo County, Texas.

31. The successful bidder shall not assign, sell, transfer or convey its rights under any awarded contract, in whole or in part, without the prior written consent of County.

32. Respondents must provide all documentation requested with this (RFB), Request for Bid, in their response (except for the CIQ form if NON APPLICABLE). Failure to provide tis information may result in rejection of the RFB as nonconforming.

Bid
For
"HIDALGO COUNTY - PRECINCT 1
"HAULING OF ALL ROAD MATERIALS"
BID NO.: 2016-159-05-04-FAZ

To: Martha L. Salazar, CPPB, Purchasing Agent
Physical Address: 2802 S. Business Hwy. 281 -New Administration Building
Mailing/Postal Address: 2812 S. Business Hwy. 281
Edinburg, Texas 78539

In accordance with the Specifications, and subject to all laws and regulations of the United States and state and local laws, the undersigned bidder proposes and commits to furnish all labor, equipment, material, software and services as set forth in the documents hereinbefore mentioned. The undersigned bidder further agrees, upon acceptance of its bid, to execute a contract and/or Purchase Order issued by Hidalgo County for performing and completing the work described in the Specifications within the time stated and for the prices proposed in the documents attached hereto and made a part hereof.

Bidder acknowledges receipt of all of the pages of the documents referenced in the Invitation to Bid Checklist presented in connection with this procurement. Bidder understands that Hidalgo County reserves the right to reject any or all bids and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best bid.

Bidder agrees that this bid shall be good and may not be withdrawn for a period of ninety (90) calendar days after the scheduled closing time for receiving bids, as contained in the Specifications.

Respectfully submitted,

Bidder: _____

Address: _____

By: _____

Printed Name: _____

Title: _____

EXHIBIT "A"

Hidalgo County Precinct No. 1
"Hauling Services for All Road Materials"
BID No. 2016-159-05-04-FAZ

SPECIFICATIONS/REQUIREMENTS

Hidalgo County is seeking qualified companies to establish a contract for "Hauling Services for all Road Materials" for Pct 1. It is intended that all hauling of road materials will be awarded on a **per ton basis,** per mile radius. Hauling services will be on an **"As Needed Basis"** by the precinct.

1) Road materials (i.e. crushed caliche, sand, gravel, hot mix and cold mix) will be hauled from vendor pits that are currently holding the contract for material bids. Vendor(s) stated are presently on Contract for the materials; however, vendors may change due to contract expiration during the term of this bid. Awarded vendor(s) will be advised.

   Location of current pits and plants are as follows:
   - **Cold Laid** - Frontera Materials (La Joya Plant)
   - **Type D Hot Mix- Gravel** (Frontera Materials Progreso and La Joya Plant)
   - **Type D Hot Mix - Limestone** (Frontera Materials Progreso and La Joya Plant)
   - **Crushed Caliche** – (Frontera Materials – 490 Pit & Alternate Reavis Pit)

2) **Bid price for the services must be per ton basis, per mile radius on an "As Needed Basis".**

3) Hidalgo County is requesting the minimum of **Five (5) vendor owned hauling trucks** (proof of ownership (title) shall be furnished along with your bid) to be available on an as needed basis with a minimum of twenty-two tons (22) per load. Please note the make, year, model, vehicle identification number, license plates and capacity of your hauling trucks on Exhibit-"E".

4) The bidder(s) awarded the contract must furnish proof of possessing all necessary licenses, ownership (title for all owned vehicles) and permits pertaining to this project. Copies of all licenses, permits must be submitted to the Hidalgo County Purchasing Department with bid.

5) The bidder(s) awarded the contract **cannot** engage the services of a **subcontractor without prior written consent of Hidalgo County** to perform services hereunder. The successful bidder(s) must present evidence that the proposed subcontractor possess all the necessary licenses and permits to perform the services and that subcontractor has obtained the required insurance.

6) Contractual agreement is not exclusive, as Precinct No. 1 may use own hauling vehicles when necessary.

TERMS & CONDITIONS

1. The term of the bid contract will be for a period of one (1) year. Hidalgo County may in its sole discretion elect the option to extend the contract for one (1) additional year terms under the same rates, terms and conditions.

2. Hidalgo County reserves the right to continue this bid for an additional sixty (60) day grace period at the end of the contract term due to any unforeseen delay in the procurement process.

3. Hidalgo County reserves the right to award to one or to MULTIPLE vendors if the County determines it is in its best interest to do so.

4. Hidalgo County reserves the right to reject any/all bids, to waive any/all formalities or technicalities, or to accept the bid considered the best and most advantage to the County giving due consideration to the location of the pit from the area of the precinct where the "Hauling Services" is to be transported.

5. Hidalgo County reserves the right to hold bids for a period of ninety (90) days without taking any action.

6. Any contract awarded to a successful bidder will be in effect until: (a) the contract expires, (b) delivery and acceptance of products and/or performance of services ordered or (c) terminated by County with thirty (30) days written notice prior to cancellation.

7. Hidalgo County may utilize "**State Awarded Contracts**" when it is in the County best interest to do so.

8. Hidalgo County reserves the right to award the low bid on a per ton/per mile radius basis.

9. Insurance Certificates (Exhibit "C") must be submitted to the Purchasing Department for approval prior to any services being performed by the awarded bidder.

10. After bid is awarded and lowest bidder(s) default s in meeting the general instructions to bidders and/or comply with contract agreement, Hidalgo County reserves the right to seek services from the next low bidder. In such event, County shall charge the successful bidder the difference for any additional cost of such item.

11. All costs and expenses associated with the preparation and submission of (bids, proposals and/or quotes) shall be the responsibility of the bidder and no reimbursements for such charges or expenses shall be passed onto Hidalgo County.

Market Volatility and Unit Price Adjustments:

Hidalgo County recognizes that during periods of national crisis and unstable economic conditions, unforeseen price increases might affect costs for goods and services contracted on an annual basis. The following procedure may be employed to mediate price volatility:

1. **Requesting Price Adjustment**: Upon written request of the Vendor to the County Purchasing Agent, the County may review evidence of prevailing industry-wide market conditions that warrant an adjustment in bid prices contained in the contract.

- A Vendor must tie any price change clause to an industry-wide or otherwise nationally recognized index, or some other form of verifiable document. Such written request must be accompanied by a certified copy of the supplier's advisory or notification to the vendor of the price changes.

- The Vendor must put the Purchasing Agent on the mailing lists for such publications so that the Purchasing Agent can monitor said changes. Such membership shall be at no cost to the County.
- The County Purchasing Agent retains the right to determine whether or not such proposed price changes are in the best interest of the County.
- No price escalation will be authorized in excess of the amount of the increase referred to in the supplier's notice.
- The County may only grant a price increase if the evidence presented is deemed reliable. Should the County allow a price increase, the approved price change shall be honored for all orders received by the vendor or contractor after the effective date of such price change. Approved price changes are not applicable to orders already issued and in process at time of price change.

2. **Price Reduction**: Vendor shall notify the County at the time when the Vendor's costs for items and/or supplies reduce due to stabilization in the market at which time prices for items on this contract shall be reduced accordingly. Failure by the Vendor to notify the County of a decrease in costs for items and/or supplies for which the Vendor was granted a price adjustment, may result in immediate termination of this contract and the County shall not be obligated to pay the Vendor the difference between the contract price and the price adjustment.

3. **Timeframe for Adjusted Price Increases:** Price increases are only valid for the quarter in which they are requested and approved. Prices shall return to the original contract price at the beginning of the following quarter unless a Vendor notifies the County in writing within ten (10) days of expiration of the quarter in which the price increase is in effect, that it desires to have the price increase continue or that the Vendor is requesting a different price increase for the following quarter. Such request must be supplemented with sufficient justification to demonstrate that the price increase remains necessary. The County Purchasing Department shall have sole discretion whether to grant the price increase extension. The County too, shall have discretion to unilaterally reduce, eliminate or extend a price adjustment to the Vendor at any time upon written notice from the County to the Vendor demonstrating justification for such reduction, elimination or extension of the price adjustment.

4. **Allowable Review Periods**: Price adjustment reviews may only be requested by the Vendor on a quarterly basis. However, the County may at its own discretion, conduct temporary price adjustment reviews at any time. The County Purchasing Agent and/or the County Auditor reserve the right to audit and/or examine any pertinent books, documents, papers, records or invoices relating directly to the contract transaction in question after reasonable notice and during normal business hours.

5. **Dollar Limit to Price Changes**: The total increase in contract price shall not exceed twenty-five percent (25%) of the original contract price during the contract term.

EXHIBIT "A"

Hidalgo County Precinct No. 1
"Hauling Services for All Road Materials"
BID No. 2016-159-05-04-FAZ

ADDITIONAL INFORMATION

Hidalgo County is requesting that any and all questions, inquiries, and clarifications regarding quotes, bids, proposals, or statements of qualifications be addressed to, Martha L. Salazar, CPPB, Purchasing Agent, 2812 S. Business Hwy. 281, Edinburg, Texas 78539. **TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.**

ALL WRITTEN INQUIRIES WILL BE ACCEPTED VIA EMAIL TO matilde.faz@co.hidalgo.tx.us by NO LATER THAN MONDAY, APRIL 25, 2016 BY 5:00 P.M. Responses will be sent to all applicants via e-mail by no **later than WEDNESDAY, APRIL 27, 2016 BY 5:00 P.M.**

EXHIBIT "B"
BID PAGE
HIDALGO COUNTY PRECINCT NO. 1
"HAULING SERVICES FOR ALL ROAD MATERIALS"
BID NO. 2016-159-05-04-FAZ

PART I

Award will be based on the lowest bid per ton per mile radius meeting all required specifications.

Location of Plant		Radius	Total Cost Per Ton	Fuel Costs Percentage Per Ton	Current/Base Fuel Cost:
COLD MIX- *(FRONTERA MATERIALS)*	LA JOYA PLANT	01-10 miles	$	%	$
		11-20 miles	$	%	$
		21-30 miles	$	%	$
		31-40 miles	$	%	$
		41-50 miles	$	%	$
		51-60 miles	$	%	$
		61-70 miles	$	%	$
		71-100 miles	$	%	$
(FRONTERA MATERIALS) Type D -Hot Mix-Gravel Type D- Hot Mix-Limestone	PROGRESO AND/OR LA JOYA PLANT	01-10 miles	$	%	$
		11-20 miles	$	%	$
		21-30 miles	$	%	$
		31-40 miles	$	%	$
		41-50 miles	$	%	$
		51-60 miles	$	%	$
		61-70 miles	$	%	$
		71-100 miles	$	%	$
(FRONTERA MATERIALS) Crushed Caliche-	490 PIT 4.5 Miles W. of US 281 on FM 490 Alternate – REAVIS PIT 2.5 Miles N. of US 83 on FM 2221	01-10 miles	$	%	$
		11-20 miles	$	%	$
		21-30 miles	$	%	$
		31-40 miles	$	%	$
		41-50 miles	$	%	$
		51-60 miles	$	%	$
		61-70 miles	$	%	$
		71-100 miles	$	%	$

Bidder/Company Name:_____
Address: _____
City/State/Zip Code:_____
Phone №_____ Fax №_____ Cell №_____
Email address:_____

Authorized Signature:_____
Printed Name:_____

EXHIBIT "B"
BID PAGE
HIDALGO COUNTY PRECINCT NO. 1
"HAULING SERVICES FOR ALL ROAD MATERIALS"
BID NO. 2016-159-05-04-FAZ

PART II

Bid Price Adjustment by Hidalgo County Precinct No. 1

At the time of bid opening South Texas is experiencing historic high fuel prices. Therefore, Hidalgo County Precinct No. 1 is requesting pricing adjustments based on the following:

A Fuel Cost Base Bid Price for project will be based on the OPIS Fuel Index for **April 29, 2016**. For each 10% (increase or decrease) in the current OPIS Index of **April 29, 2016** during the contract term, the fuel cost(s) portion of the awarded bid price(s) will be adjusted accordingly. (As per above samples, a 10% increase is reflected as follows: $ 1.00=$1.10 and $ 1.10=$1.21; a 10% decrease is reflected as follows: $1.00=$0.90 and $1.10=$0.99)

In the event you submit an invoice reflecting a price change under this provision, the Hidalgo County Precinct No. 1 will only honor the change if a copy of the OPIS report on which the change is based accompanies the invoice. Additionally, the Hidalgo County Precinct No. 1 reserves the right to independently verify changes in OPIS pricing and to modify an invoice amount based on a 10% change in the OPIS Index.

In determining whether price changes are permitted hereunder, vendor must submit the appropriate OPIS Index issued on the date of the vendor's billing invoice.

Acknowledgment and Agreement to Bid Price Adjustment Part I & II for the term of the contract including any grace period extension.

_____ _____

Signature of Vendor Date

_____

Print Name of Vendor

EXHIBIT "C"

Insurance Requirements
Applicable to the Acquisition of Goods and /or Services
(other than Professional Services)

The Bidder awarded the contract shall furnish proof of insurance, which will also include any subcontractor that is subcontracted by the bidder in at least the following limits, to be in place prior to providing any services under this Contract and to continue at all times in force in effect during the term of this Contract:

1. A Five Hundred Thousand Dollar ($500,000.00) Comprehensive General Liability insurance policy providing additional coverage to all underlying liabilities of County.

2. Automobile liability insurance policy with limits of at least Three Hundred Thousand Dollars ($300,000.00) per person and Five Hundred Thousand Dollars ($500,000.00) per occurrence. Coverage should include injury to or death of persons and property damage claims with limits up to Five Hundred Thousand ($500,000.00) arising out of the services provided to County hereunder.

3. Uninsured/Underinsured motorist coverage in an amount equal to the bodily injury limits set forth immediately above;

4. Workers compensation insurance in amounts established by Texas law, unless the Bidder is specifically exempted from the Texas Workers Compensation Act, Texas Labor Code Chapter 401, et. seq.

Hidalgo County will only accept certificates of insurance on an Acord form (as attached hereto). Certificates of insurance shall name Hidalgo County as additional insured and must be submitted to County for approval prior to any services being performed by Contractor. Each policy of insurance required hereunder shall extend for a period equivalent to, or longer than the term of the Contract, and any insurer hereunder shall be required to give at least thirty (30) days written notice to the County prior to the cancellation of any such coverage on the termination date, or otherwise. This Contract shall be automatically suspended upon the cancellation, or other termination, of any required policy of insurance hereunder, and such suspension shall continue until evidence adequate replacement coverage is provided to County. If replacement coverage is not provided within thirty (30) days following suspension of the Contract, this Contract shall automatically terminate.

Revised 10/01/08

ACORD

CERTIFICATE OF INSURANCE

DATE (MM/DD/YY)

PRODUCER	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.
	INSURERS AFFORDING COVERAGE
INSURED	INSURER A:
	INSURER B:
	INSURER C:
	INSURER D:
	INSURER E:

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THER TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A	**GENERAL LIABILITY** ☐ COMMERCIAL GENERAL LIABILITY ☐ ☐ CLAIMS MADE OCCUR ☐ OWNER'S & CONT. PROT ☐ OWNER'S PROTECTIVE LIABILITY GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY PROJECT ☐ LOC				EACH OCCURRENCE	$
					FIRE DAMAGE (Any one fire)	$
					MED (Any one person)	$
					PERS & ADV INJURY	$
					AL AGGREGATE	$
					ODUCTS – COMP/OP AGG	$
B	**AUTOMOBILE LIABILITY** ☐ ANY AUTO ☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ☐ NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident)	$
					BODILY INJURY (Per person)	$
					BODILY INJURY (Per accident)	$
					PROPERTY DAMAGE (Per accident)	$
	GARAGE LIABILITY ☐ ANY AUTO				AUTO ONLY-EA ACCIDENT	$
					OTHER THAN AUTO ONLY EA ACC	$
					AGG	$
C	**EXCESS LIABILITY** ☐ OCCUR ☐ CLAIMS MADE ☐ DEDUCTIBLE ☐ RETENTION $				EACH OCCURENCE	$
					AGGREGATE	$
						$
						$
						$
D	**WORKERS COMPENSATION AND EMPLOYER'S LIABILITY**				WC STATU- ☐ OTHER TORY LIMITS	
					E.L. EACH ACCIDENT	$
					E.L. DISEASE-EA EMPLOYEE	$
					E.L. DISEASE-POLICY LIMIT	$
	OTHER					

DESCRIPTION OF OPERATIONS / LOCATION / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

County of Hidalgo shall be named as additional insured on all Commercial General Liability policies.

CERTIFICATE HOLDER	ADDITIONAL INSURED; INSURER LETTER: _____ CANCELLATION
Hidalgo County **Attn: Purchasing Department** **2812 S Highway Bus. 281** **Edinburg, Texas 78539**	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BY CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL ***30*** DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE

SAMPLE

Insurance Requirement Acknowledgment

I, _____, authorized representative for _____,
Company/Vendor

hereby acknowledge receipt of the County's required insurance limits. Said requirements:

___ will be acquired within 10 working days after notification from Purchasing Department of bid awarded by the Hidalgo County Commissioners' Court;

___ will acquire additional amounts required to meet the County's requirements within 10 working days after notification from Purchasing Department of bid award by the Hidalgo County Commissioners' Court; currently carry the following:

Automobile Liability: $ _____ General Liability: $_____

___ have already been met, see attached copy of insurance certificate.

_____ _____
Authorized Representative Date

Notice to Bidder:
A certificate of insurance for the required insurance limits shall be provided to the Purchasing Department's Contract Managers in order to qualify for award of bid and to execute a contract between your Company and the County.

Failure to provide Certificates of Insurance to the Purchasing Department's Contract Managers will cause the bid award to be rescinded and re-awarded to next lowest bidder. Certificates of Insurance will be monitored and verified on a **quarterly basis** to ensure coverage policy is in place. It is the Companys' obligation to maintain the appropriate insurance coverage throughout the term of the contract.

THIS FORM MUST ACCOMPANY BID PACKET

PROJECT REQUIREMENTS ACKNOWLEDGMENT

This is to certify that I, _____, possess all of the APPLICABLE:

1. Licenses:_____.
2. Bonds: _____.
3. Certificates: _____.
4. Permits: _____.
5. Other:_____.

necessary to carry out the required project. Furthermore, I am providing copies of the required documentation so that, if my company is awarded this bid, I may be eligible to enter into a contract with Hidalgo County and proceed to complete the project in a timely manner.

* Any licenses, bonds, certificates, permits, etc. which are required must be presented as part of the bid packet in order to expedite the bid evaluation process. Failure to provide said documentation will result in the disqualification of your bid.

_____ _____

Authorized Signature Date

_____

Company

_____

Address

_____

City, State, Zip

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor doing business with local governmental entity

FORM CIQ

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor 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 vendor becomes aware of facts that require the statement to be filed. *See* Section 176.006(a-1), Local Government Code.

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

OFFICE USE ONLY

Date Received

1 **Name of vendor 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 on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 **Name of local government officer about whom the information is being disclosed.**

_____

Name of Officer

4 **Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.**

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

☐ Yes ☐ No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

☐ Yes ☐ No

5 **Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.**

6 ☐ Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).

7

_____ _____

Signature of vendor doing business with the governmental entity Date

CONFLICT OF INTEREST QUESTIONNAIRE
For vendor doing business with local governmental entity

A complete copy of Chapter 176 of the Local Government Code may be found at http://www.statutes.legis.state.tx.us/Docs/LG/htm/LG.176.htm. For easy reference, below are some of the sections cited on this form.

Local Government Code § 176.001(1-a): "Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on:

(A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;

(B) a transaction conducted at a price and subject to terms available to the public; or

(C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

Local Government Code § 176.003(a)(2)(A) and (B):

(a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:

***

(2) the vendor:

(A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds $2,500 during the 12-month period preceding the date that the officer becomes aware that

(i) a contract between the local governmental entity and vendor has been executed; or

(ii) the local governmental entity is considering entering into a contract with the vendor;

(B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than $100 in the 12-month period preceding the date the officer becomes aware that:

(i) a contract between the local governmental entity and vendor has been executed; or

(ii) the local governmental entity is considering entering into a contract with the vendor.

Local Government Code § 176.006(a) and (a-1)

(a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:

(1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);

(2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or

(3) has a family relationship with a local government officer of that local governmental entity.

(a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:

(1) the date that the vendor:

(A) begins discussions or negotiations to enter into a contract with the local governmental entity; or

(B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

(2) the date the vendor becomes aware:

(A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);

(B) that the vendor has given one or more gifts described by Subsection (a); or

(C) of a family relationship with a local government officer.

EXHIBIT "E"

(Vehicle Information)
HIDALGO COUNTY PRECINCT NO. 1
"HAULING SERVICES FOR ALL ROAD MATERIALS"
BID NO.: 2016-159-05-04-FAZ

Hidalgo County Precinct No. 1 is requesting the following information of the available hauling trucks to be utilized for this project: MAKE/MODEL, VEHICLE IDENTIFICATION NUMBERS, LICENSE PLATE NUMBERS & TONAGE PER LOAD for each truck personally owned and/or leased by vendor which shall be covered under insurance requirements as set forth by Hidalgo County.

TRUCK/UNIT NO.	YEAR/MAKE/MODEL	VEHICLE IDENTIFICATION NO.	LICENSE PLATE NO.	TONS PER LOAD	VENDOR OWNED OR LEASED

EXHIBIT "E-1"

HIDALGO COUNTY PRECINCT NO. 1
"HAULING SERVICES FOR ALL ROAD MATERIALS"
BID NO.: 2016-159-05-04-FAZ

DRIVER'S INFORMATION

COPIES OF CERTIFIED DRIVERS LICENSE NO. FOR EACH DRIVER MUST BE SUBMITTED WITH THIS BID.

#	NAME OF DRIVER	CERTIFIED DRIVER'S LICENSE NO.	TRUCK/UNIT NO.
1			
2			
3			
4			
5			
6			
7			
8			
9			
10			
11			
12			
13			
14			
15			
16			
17			
18			
19			
20			
21			
22			
23			
24			

HIDALGO COUNTY
PURCHASING DEPARTMENT
Bidder/Vendor Application

Complete in print or type. Please return this application to the Hidalgo County Purchasing Department thru Facsimile: (956) 318-2629 or (956) 292-7612 in person or regular mail to: 2812 S. Business Hwy. 281 , Edinburg, Texas 78539 or email: purchasing@co.hidalgo.tx.us

Company Name: Telephone No. ( )

dba Name:

Legal Name:

Mailing Address : Fax No. ( )

Physical Address:

City, State, Zip Tax I.D. No.

Remit to Address : City, State, Zip

E-Mail Address:

Representative(s) Name(s) & Title(s)

Type of Organization (check one): _____ Individual _____ Partnership _____ Corporation _____ Non-Profit _____ LLC _____ Sole Proprietor _____ Other, Specify

State Identification No._____ **(Please attached completed W-9 form with this application)**

Federal Identification No. or (if individual) SS No.

State of Incorporation: _____ **Date:**_____ **Other:**

Type of Business (check one): _____ Manufacturer _____ Wholesaler _____ Retailer _____ Broker ☐ Distributor ☐ Service Organization ☐ Other, Specify

Name & Title of Person(s) Authorized to Sign Bids, Proposals, and/or Contracts:

Small and/or Disadvantaged Business Information (check application criteria)

Small Business:

- ☐ ess than 125,000 annual gross receipt
- ☐ ss than 250,000 annual gross receipt
- ☐ ss than 499,000 annual gross receipt
- ☐ re than 500,000 annual gross receipt

Disadvantaged Business (At Least 51% Ownership)

- ☐ Black American
- ☐ Hispanic American
- ☐ Asian Pacific American
- ☐ Native American
- ☐ Women
- ☐ Other

Have you been certified as a HUB or an MBE/WBE source?: ☐ Yes ☐ No

Indicate Certification No.(s):_____ **or are Certificate(s) attached?:** ☐ Yes ☐ No

What type of product(s) is/are solicited by your company?:

Would you like to be provided with specifications for procurements of such products?: ☐ Yes ☐ No

To Be Completed by the County: Rec'd by (Purchasing):_____ **Date Rec'd by (Purchasing):**

Date Forwarded Information to Auditor's Office:_____**Entry Date:** _____ **Vendor No.:**

HISTORICALLY UNDERUTILIZED BUSINESS (HUB) DECLARATION

The primary objective of the Hidalgo County HUB Program is to ensure Historically Underutilized Businesses receive a fair and equal opportunity for participation in the County's procurement process. This fact holds true for Services (Professional & Non-Professional), Commodities, and Construction contracts and any subcontracts thereto. The program strongly encourages Prime Contractors to provide subcontracting opportunities to Certified Hub Contractors/Vendors. Our goal for HUB contractor/vendor participation, as well as HUB subcontractor participation is 30%. To be considered as a "Certified HUB Contractor/Vendor" the contractor/vendor must have been certified by, and hold a current and valid certification with any of the three agencies listed below.

Have you been Certified as a HUB or an MBE/WBE source?: ☐ Yes ☐ No

If yes, by whom?: Texas Building & Procurement Commission Other_____

Indicate Certification No(s).:_____ or Are Certificate(s) Attached?: ☐ Yes ☐ No

LIST OF CERTIFIED HUB SUBCONTRACTORS

(Attach additional pages if necessary)

What percentage of the Bid, RFP,or RFQ is to be subcontracted with Certified HUB sources?: _____%
(List HUB Subcontractor information below).

HUB Subcontractor Name: _____ HUB Status: _____
Certifying Agency (Check all applicable): Texas Building & Procurement Commission Other
Address: _____ City: _____ State: _____ Zip: _____
Contact Person: _____ Title: _____ Phone No.: ( )_____
Subcontract Amount: $_____ Description of Work to be Performed: _____

HUB Subcontractor Name: _____ HUB Status: _____
Certifying Agency (Check all applicable): Texas Building & Procurement Commission Other
Address: _____ City: _____ State: _____ Zip: _____
Contact Person: _____ Title: _____ Phone No.: ( )_____
Subcontract Amount: $_____ Description of Work to be Performed: _____

HUB Subcontractor Name: _____ HUB Status: _____
Certifying Agency (Check all applicable): Texas Building & Procurement Commission Other
Address: _____ City: _____ State: _____ Zip: _____
Contact Person: _____ Title: _____ Phone No.: ( )_____
Subcontract Amount: $_____ Description of Work to be Performed: _____

Form **W-9**
(Rev. August 2013)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Give Form to the requester. Do not send to the IRS.

Print or type
See Specific Instructions on page 2.

Name (as shown on your income tax return)

Business name/disregarded entity name, if different from above

Check appropriate box for federal tax classification:
☐ Individual/sole proprietor ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____

☐ Other (see instructions) ▶

Exemptions (see instructions):
Exempt payee code (if any) _____
Exemption from FATCA reporting code (if any) _____

Address (number, street, and apt. or suite no.)

Requester's name and address (optional)

City, state, and ZIP code

List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number
☐☐☐ – ☐☐ – ☐☐☐☐

Employer identification number
☐☐ – ☐☐☐☐☐☐☐

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below), and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign Here Signature of U.S. person ▶ Date ▶

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. The IRS has created a page on IRS.gov for information about Form W-9, at *www.irs.gov/w9*. Information about any future developments affecting Form W-9 (such as legislation enacted after we release it) will be posted on that page.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, payments made to you in settlement of payment card and third party network transactions, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct.

Note. If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

In the cases below, the following person must give Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States:

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the entity,
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the trust, and
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person, do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.

2. The treaty article addressing the income.

3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.

4. The type and amount of income that qualifies for the exemption from tax.

5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS a percentage of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,

2. You do not certify your TIN when required (see the Part II Instructions on page 3 for details),

3. The IRS tells the requester that you furnished an incorrect TIN,

4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or

5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code* on page 3 and the separate Instructions for the Requester of Form W-9 for more information.

Also see *Special rules for partnerships* on page 1.

What is FATCA reporting? The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all United States account holders that are specified United States persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code* on page 3 and the Instructions for the Requester of Form W-9 for more information.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account, for example, if the grantor of a grantor trust dies.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of $50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a $500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Name

If you are an individual, you must generally enter the name shown on your income tax return. However, if you have changed your last name, for instance, due to marriage without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name.

If the account is in joint names, list first, and then circle, the name of the person or entity whose number you entered in Part I of the form.

Sole proprietor. Enter your individual name as shown on your income tax return on the "Name" line. You may enter your business, trade, or "doing business as (DBA)" name on the "Business name/disregarded entity name" line.

Partnership, C Corporation, or S Corporation. Enter the entity's name on the "Name" line and any business, trade, or "doing business as (DBA) name" on the "Business name/disregarded entity name" line.

Disregarded entity. For U.S. federal tax purposes, an entity that is disregarded as an entity separate from its owner is treated as a "disregarded entity." See Regulation section 301.7701-2(c)(2)(iii). Enter the owner's name on the "Name" line. The name of the entity entered on the "Name" line should never be a disregarded entity. The name on the "Name" line must be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner's name is required to be provided on the "Name" line. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on the "Business name/disregarded entity name" line. If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

Note. Check the appropriate box for the U.S. federal tax classification of the person whose name is entered on the "Name" line (Individual/sole proprietor, Partnership, C Corporation, S Corporation, Trust/estate).

Limited Liability Company (LLC). If the person identified on the "Name" line is an LLC, check the "Limited liability company" box only and enter the appropriate code for the U.S. federal tax classification in the space provided. If you are an LLC that is treated as a partnership for U.S. federal tax purposes, enter "P" for partnership. If you are an LLC that has filed a Form 8832 or a Form 2553 to be taxed as a corporation, enter "C" for C corporation or "S" for S corporation, as appropriate. If you are an LLC that is disregarded as an entity separate from its owner under Regulation section 301.7701-3 (except for employment and excise tax), do not check the LLC box unless the owner of the LLC (required to be identified on the "Name" line) is another LLC that is not disregarded for U.S. federal tax purposes. If the LLC is disregarded as an entity separate from its owner, enter the appropriate tax classification of the owner identified on the "Name" line.

Other entities. Enter your business name as shown on required U.S. federal tax documents on the "Name" line. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on the "Business name/disregarded entity name" line.

Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the *Exemptions* box, any code(s) that may apply to you. See *Exempt payee code* and *Exemption from FATCA reporting code* on page 3.

Exempt payee code. Generally, individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends. Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.

Note. If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding.

The following codes identify payees that are exempt from backup withholding:

1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2)

2—The United States or any of its agencies or instrumentalities

3—A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities

4—A foreign government or any of its political subdivisions, agencies, or instrumentalities

5—A corporation

6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States

7—A futures commission merchant registered with the Commodity Futures Trading Commission

8—A real estate investment trust

9—An entity registered at all times during the tax year under the Investment Company Act of 1940

10—A common trust fund operated by a bank under section 584(a)

11—A financial institution

12—A middleman known in the investment community as a nominee or custodian

13—A trust exempt from tax under section 664 or described in section 4947

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 7
Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 4
Payments over $600 required to be reported and direct sales over $5,000[1]	Generally, exempt payees 1 through 5[2]
Payments made in settlement of payment card or third party network transactions	Exempt payees 1 through 4

[1] See Form 1099-MISC, Miscellaneous Income, and its instructions.

[2] However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney, and payments for services paid by a federal executive agency.

Exemption from FATCA reporting code. The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements.

A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37)

B—The United States or any of its agencies or instrumentalities

C—A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities

D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Reg. section 1.1472-1(c)(1)(i)

E—A corporation that is a member of the same expanded affiliated group as a corporation described in Reg. section 1.1472-1(c)(1)(i)

F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state

G—A real estate investment trust

H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940

I—A common trust fund as defined in section 584(a)

J—A bank as defined in section 581

K—A broker

L—A trust exempt from tax under section 664 or described in section 4947(a)(1)

M—A tax exempt trust under a section 403(b) plan or section 457(g) plan

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-member LLC that is disregarded as an entity separate from its owner (see *Limited Liability Company (LLC)* on page 2), enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note. See the chart on page 4 for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local Social Security Administration office or get this form online at *www.ssa.gov*. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at *www.irs.gov/businesses* and clicking on Employer Identification Number (EIN) under Starting a Business. You can get Forms W-7 and SS-4 from the IRS by visiting IRS.gov or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note. Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: *A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8.*

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if items 1, 4, or 5 below indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on the "Name" line must sign. Exempt payees, see *Exempt payee code* earlier.

Signature requirements. Complete the certification as indicated in items 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account [1]
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor [2]
4. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee [1]
b. So-called trust account that is not a legal or valid trust under state law	The actual owner [1]
5. Sole proprietorship or disregarded entity owned by an individual	The owner [3]
6. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulation section 1.671-4(b)(2)(i)(A))	The grantor*
For this type of account:	**Give name and EIN of:**
7. Disregarded entity not owned by an individual	The owner
8. A valid trust, estate, or pension trust	Legal entity [4]
9. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
10. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
11. Partnership or multi-member LLC	The partnership
12. A broker or registered nominee	The broker or nominee
13. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
14. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulation section 1.671-4(b)(2)(i)(B))	The trust

[1] List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

[2] Circle the minor's name and furnish the minor's SSN.

[3] You must show your individual name and you may also enter your business or "DBA" name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

[4] List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships* on page 1.

*Note. Grantor also must provide a Form W-9 to trustee of trust.

Note. If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records from Identity Theft

Identity theft occurs when someone uses your personal information such as your name, social security number (SSN), or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Publication 4535, Identity Theft Prevention and Victim Assistance.

Victims of identity theft who are experiencing economic harm or a system problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

Protect yourself from suspicious emails or phishing schemes. Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to *phishing@irs.gov*. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at: *spam@uce.gov* or contact them at *www.ftc.gov/idtheft* or 1-877-IDTHEFT (1-877-438-4338).

Visit IRS.gov to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.

Certification
Regarding Debarment, Suspension and Ineligibility

As is required by the Federal Regulations Implementing Executive Order 12549, Debarment and Suspension, 45 CFR Part 76, Government-wide Debarment and Suspension, the applicant certifies, to the best of his or her knowledge and belief, that both it and its principals:

a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency;

b. Have not within a three-year period preceding this bid, proposal and/or application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction, violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

c. Are not presently indicted for or otherwise criminally or civilly charged by a government entity with commission of any of the offenses enumerated herein; and

d. Have not within a three-year period preceding this bid, proposal and/or application had one or more public transactions terminated for cause or default.

Signature:_____
Print Name:_____
Title:_____
Telephone Number:_____
Date:_____

If the proposer is unable to certify to all of the statements in this Certification, such proposer should attach an explanation to this proposal.

THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

SERVICE CONTRACT
C-16-159-00-00

THIS CONTRACT is made and entered into this ____ **Day of ____, 2016** by and between the **COUNTY OF HIDALGO, TEXAS** ("County"), _____ and ("Company").

WHEREAS, Company responded to advertised notices for bids for **"Hauling Services For All Road Materials",** as more particularly described in Exhibit "A" (the "Services"); and

WHEREAS, Company submitted a bid to provide services in accordance with the specifications as bid, a copy of such specifications and bid being attached hereto as Exhibits "A" and "B" ("Vendor's Bid") respectively, and incorporated herein for all purposes (as the "RFB Packet"); and

WHEREAS, in recognition of and in consideration of Company's agreement to perform the Services in accordance with Specifications, the Commissioners Court of County awarded the bid to Company.

NOW, THEREFORE, in mutual consideration of the foregoing and the further consideration of the following, the parties hereto agree as follows:

1. County and Company hereby agree that this Contract is entered into in order to provide the Services to locations at **Hidalgo County Precinct One**. This Contract does not extend to any third parties any duties or benefits conferred in any manner hereunder or otherwise.

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2. Company hereby promises and agrees to render and provide, during the term of this Contract, and shall be obligated to render and provide the Services in accordance with the Specifications described in Exhibits A and B within **Hidalgo County** following a request for Services by the **Commissioners' Court** or their designated agent. Company agrees in performing the Services that it will use proper professional standards, comply with any and all appropriate laws and regulations in providing the Services, and devote such time as is necessary to safely and efficiently provide the Services.

3. This Contract shall be for a period of one year effective _____, **2016** and ending on _____, **2017.** Hidalgo County at its sole discretion elect the option to extend the contract for one (1) additional year at the same rates, terms and conditions and may further extend for an additional sixty (60) days grace period at the end of the contract term due to any unforeseen delay in the procurement process under the same fees, rates, terms and conditions, unless this Contract is terminated pursuant to the provisions herein, whichever occurs first.

4. As a condition of this Contract, Company shall hold and maintain throughout the term of this Contract all licenses and permits required, or which may be required by any authority during the term hereof to provide the Services.

5. All trucks or vehicles operated by the Company to perform the Services shall contain all equipment required by any authority to operate on streets and roads and all persons in the employ of Company who operate such trucks or vehicles shall have the required licenses, qualifications, skill and expertise to perform such Services and shall comply with all laws, rules and regulations prescribed by any agency or authority having

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jurisdiction with regard to the operation of such trucks or vehicles in providing the Services.

6. As consideration for rendering the Service provided for in this Contract, the County agrees to pay Company the amounts specified in Exhibit "B" attached hereto payable against written invoice submitted by Company.

7. Company shall provide insurance in force on all its vehicles and all persons connected with providing services under this Contract naming County as an additional insured (with the coverages and in the amounts described on Exhibit "C" attached hereto and incorporated herein at this point for all purposes), and shall furnish to County certificates of such insurance coverage.

8. Company shall provide a sufficient number of trucks, vehicles, personnel and equipment available to safely and efficiently provide the Services.

9. **INDEMNIFICATION: COMPANY SHALL INDEMNIFY AND HOLD HARMLESS COUNTY, ITS ELECTED OFFICIALS, EMPLOYEES AND AGENTS FROM ANY AND ALL CLAIMS, DAMAGES, LOSSES, AND EXPENSES INCLUDING ATTORNEY'S FEES FOR THE DEFENSE OF ANY ACTION AGAINST COUNTY ARISING OUT OF, RESULTING FROM, OR CONNECTED WITH THE PROVISION OF THE SERVICE BY COMPANY UNDER THIS CONTRACT. SAID INDEMNITY SHALL COVER ANY ACT OR FAILURE TO ACT BY THE COMPANY, ITS AGENTS OR EMPLOYEES.**

10. This Contract shall not be assignable in whole or in part by either party without prior written consent of the other party.

11. It is expressly agreed that this Contract and the performance by the parties

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hereunder does not create any agency relationship or master-servant relationship, that County has no supervision of the performance of the Services provided by Company, and that Company is an independent contractor under this Contract.

12. Any notice required or permitted to be given hereunder shall be in writing and shall be delivered personally or sent by certified mail, postage prepaid, as set forth below:

If to County: **The County of Hidalgo**
Attn: County Judge
100 E. Cano St., 2nd Floor
Edinburg, Texas 78539

If to Company: _____
_____
_____

13. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

14. Any contract award to a successful bidder will be in effect until (a) the contract expires, (b) delivery and acceptance of products, and/or performance of services ordered, or (c) terminated without cause by County with sixty (60) day's written notice prior to cancellation.

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

16. This Agreement shall be governed by and construed in accordance with the

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laws of the State of Texas and shall be performable in Hidalgo County.

17. **Commitment of Current Revenues Only.** In the event that, during any term hereof, the Commissioners Court does not appropriate sufficient funds to meet the obligations of County under this Agreement, County may terminate this Agreement upon ninety (90) days written notice to Company. County agrees, however, to use reasonable efforts to secure funds necessary for the continued performance of this Agreement. The parties intend this provision to be a continuing right to terminate this Agreement at the expiration of each budget period of Buyer pursuant to the provisions of Tex. Loc. Govt. Code Ann. 271.903 (Vernon Supp. 1996).

18. **Immunities:** Nothing in this Agreement is intended to and County does not hereby waive, release or relinquish any right to assert any of the defenses County enjoys by virtue of the stated or federal constitution, laws, rules or regulations, and any sovereign, official or qualified immunity available to County as to any claim or action of any person, entity, or individual against County.

WITNESS our hands in duplicate originals this_____ day of _____, 2016.

COUNTY OF HIDALGO

ATTEST:

By:_____
Ramon Garcia, County Judge

_____
Arturo Guajardo Jr., County Clerk

COMPANY:_____
By:_____
Printed Name:_____
Title:_____

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APPROVED AS TO FORM:
ATLAS, HALL & RODRIGUEZ, L.L.P.

By:_____
Stephen L. Crain

APPROVED BY COMMISSIONES COURT:_____

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EXHIBIT "A"
REQUEST FOR BIDS (RFB)
PROCURMENT PACKET

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EXHIBIT "B"
VENDOR'S BID

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EXHIBIT "C"
INSURANCE REQUIREMENTS

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EXHIBIT "B"
VENDOR'S BID

OPENED
9:37 5-4-16

EXHIBIT "B"
BID PAGE
HIDALGO COUNTY PRECINCT NO. 1
"HAULING SERVICES FOR ALL ROAD MATERIALS"
BID NO. 2016-159-05-04-FAZ

Witnessed

PART I

Award will be based on the lowest bid per ton per mile radius meeting all required specifications.

Location of Plant		Radius	Total Cost Per Ton	Fuel Costs Percentage Per Ton	Current/Base Fuel Cost:
COLD MIX- *(FRONTERA MATERIALS)*	LA JOYA PLANT	01-10 miles	$ 3.30	20 %	$ 0.66
		11-20 miles	$ 4.40	20 %	$ 0.88
		21-30 miles	$ 5.50	20 %	$ 1.10
		31-40 miles	$ 6.75	20 %	$ 1.35
		41-50 miles	$ 7.50	25 %	$ 1.89.5
		51-60 miles	$ 10.00	25 %	$ 2.50
		61-70 miles	$ 10.00	25 %	$ 2.75
		71-100 miles	$ 13.00	25 %	$ 3.25
(FRONTERA MATERIALS) Type D -Hot Mix-Gravel Type D- Hot Mix-Limestone	PROGRESO AND/OR LA JOYA PLANT	01-10 miles	$ 5.50	20 %	$ 1.10
		11-20 miles	$ 6.00	20 %	$ 1.20
		21-30 miles	$ 6.75	20 %	$ 1.35
		31-40 miles	$ 7.70	20 %	$ 1.54
		41-50 miles	$ 8.40	25 %	$ 2.10
		51-60 miles	$ 10.00	25 %	$ 2.50
		61-70 miles	$ 11.00	25 %	$ 2.75
		71-100 miles	$ 13.00	25 %	$ 3.25
(FRONTERA MATERIALS) Crushed Caliche-	490 PIT 4.5 Miles W. of US 281 on FM 490 Alternate – REAVIS PIT 2.5 Miles N. of US 83 on FM 2221	01-10 miles	$ 4.40	20 %	$ 0.88
		11-20 miles	$ 5.00	20 %	$ 1.00
		21-30 miles	$ 5.70	20 %	$ 1.14
		31-40 miles	$ 6.75	20 %	$ 1.35
		41-50 miles	$ 8.75	25 %	$ 2.19
		51-60 miles	$ 9.80	25 %	$ 2.45
		61-70 miles	$ 10.50	25 %	$ 2.625
		71-100 miles	$ 13.00	25 %	$ 3.25

Bidder/Company Name: Cen-TEX Trucking
Address: 24710 STAFFORDSHIRE
City/State/Zip Code: SAN ANTONIO, TEXAS 78257
Phone №: 956 363 8111 Fax №: 210-648-3699 Cell №: 956 363 8111
Email address: Centextrucking@gmail.com

Authorized Signature: Juan M. Chavez
Printed Name: JUAN CHAVEZ

EXHIBIT "C"
INSURANCE REQUIREMENTS

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 05/26/2016

PRODUCER

THE KLEMENT AGENCY
P.O. BOX 820
PROSPER TX 75078
(972) 562-7455

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 | **NAIC #**

INSURED

BENCHMARK UTILITY CONTRACTORS INC
DBA CENTEX TRUCKING
24710 STAFFORDSHIRE
SAN ANTONIO TX 78257-

INSURER A: MESA SPECIALTY UNDERWRITERS INS CO.
INSURER B: AMERICA FIRST INS.
INSURER C: TEXAS MUTUAL INS. CO.
INSURER D:
INSURER E:

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS	
A		**GENERAL LIABILITY** X COMMERCIAL GENERAL LIABILITY [ ] CLAIMS MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY [ ] PRO-JECT [ ] LOC	MP0042031000066	03/15/2016	03/15/2017	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 100,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
B		**AUTOMOBILE LIABILITY** ANY AUTO ALL OWNED AUTOS X SCHEDULED AUTOS X HIRED AUTOS X NON-OWNED AUTOS	BAS1757185297	04/01/2016	04/01/2017	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
		GARAGE LIABILITY ANY AUTO				AUTO ONLY - EA ACCIDENT OTHER THAN AUTO ONLY: EA ACC AGG	$ $ $
		EXCESS / UMBRELLA LIABILITY [ ] OCCUR [ ] CLAIMS MADE DEDUCTIBLE RETENTION $				EACH OCCURRENCE AGGREGATE	$ $
C		**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N: Y **(Mandatory in NH)** If yes, describe under SPECIAL PROVISIONS below	SBP0001304584-2016	04/07/2016	04/07/2017	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
		OTHER					

DESCRIPTION OF OPERATIONS / LOCATIONS / 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 TX 78539-

CANCELLATION

AI 104047

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE 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

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IMPORTANT

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

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).

DISCLAIMER

This Certificate of Insurance does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.

SUMMARY OF INSURANCE: VEHICLE INFORMATION

DATE 05/27/2016

PRODUCER

THE KLEMENT AGENCY
P.O. BOX 820
PROSPER TX 75078
(972) 562-7455

APPLICANT NAME AND MAILING ADDRESS

BENCHMARK UTILITY CONTRACTORS, INC.
DBA CENTEX TRUCKING
24165 W INTERSTATE 10 #217-610
SAN ANTONIO TX 78257-
(956)383-4964

CLIENT ID 102905

POLICY BAS1757185297 04/01/2016 to 04/01/2017

YEAR	MAKE AND MODEL		VEHICLE IDENTIFICATION NUMBER	CLASS	ACTUAL CASH VALUE
2012	International	Prostar	3HSDJSJR6CN093696		
2005	Freightliner	CL120	1FUJA6CK45LN63245		
2006	Ford	F750	3FRNX75G66V231097		
2008	Chevrolet	C24	1GBHC24K08E185381		
2016	Dodge	Ram 3500	3C7WRTCL4GG243052		
2010	FORD	F150	1FTMF1CW5AKB82676		
2010	DODGE	PICKUP	3D7JV1ET7AG116149		
2008	Ledwell	Equipment Trailer	1L9GA72A08L033658		
1999	Volvo	Truck	4VGSDBRH7XN519441		

THIS DOCUMENT OUTLINES THE GENERAL COVERAGES PRESENTED AND IN NO WAY CHANGES OR AFFECTS THE INSURANCE UNDER ANY POLICY ACTUALLY ISSUED. ALL PROTECTION IS SUBJECT TO ACTUAL POLICY CONDITIONS AND EXCLUSIONS.

STATE OF TEXAS COUNTY OF BEXAR
CERTIFIED COPY CERTIFICATE
This page to which this certificate is affixed may have been lawfully altered to redact confidential personal information but is otherwise a full, true and correct copy of the original on file and of record in my office.
ATTESTED:
APR 27 2016

GERARD RICKHOFF
COUNTY CLERK
BEXAR COUNTY, TEXAS
BY: DEPUTY

Gerard Rickhoff

COUNTY CLERK — BEXAR COUNTY

Doc# 20160512837

ASSUMED NAME CERTIFICATE

FOR INCORPORATED BUSINESS OR PROFESSION, LIMITED PARTNERSHIP, REGISTERED LIMITED LIABILITY PARTNERSHIP, OR LIMITED LIABILITY COMPANY

PURSUANT TO THE PROVISIONS OF CHAPTER 71, BUSINESS AND COMMERCE CODE OF THE STATE OF TEXAS, THE UNDERSIGNED CERTIFIES THE FOLLOWING:

1. THE NAME OF THE CORPORATION, LIMITED PARTNERSHIP, REGISTERED LIMITED LIABILITY PARTNERSHIP, OR LIMITED LIABILITY COMPANY AS STATED IN ITS ARTICLES OF INCORPORATION, ARTICLES OF ORGANIZATION, CERTIFICATE OF LIMITED PARTNERSHIP, APPLICATION, OR COMPARABLE DOCUMENT IS:
   Benchmark Utility Contractors, Inc.

2. THE ASSUMED NAME UNDER WHICH THE BUSINESS OR PROFESSIONAL SERVICE IS OR IS TO BE CONDUCTED OR RENDERED IS:
   CenTex Trucking

3. THE STATE, COUNTY, OR OTHER JURISDICTION UNDER THE LAWS OF WHICH IT WAS INCORPORATED, ORGANIZED, OR ASSOCIATED IS Texas
   AND THE ADDRESS OF ITS REGISTERED OR SIMILAR OFFICE IN THAT JURISDICTION IS:
   24710 Staffordshire; San Antonio, Tx 78257

4. THE PERIOD, NOT TO EXCEED 10 YEARS, DURING WHICH THE ASSUMED NAME WILL BE USED IS:
   TEN YEARS

5. THE ENTITY IS (please check one):
   A. ✓ Business Corporation B. ___ Non-Profit Corporation C. ___ Professional Corporation
   D. ___ Professional Association E. ___ Limited Partnership F. ___ Limited Liability Company
   G. ___ Registered Limited Liability Partnership or some other type of incorporated business, Professional or other Association (specify):

6. IF THE ENTITY IS REQUIRED TO MAINTAIN A REGISTERED OFFICE IN TEXAS, THE ADDRESS OF THE REGISTERED OFFICE IS: same as above
   AND THE NAME OF THE REGISTERED AGENT AT SUCH ADDRESS IS:
   PAUL ADAM DANIEC. THE ADDRESS OF THE PRINCIPAL OFFICE (IF NOT THE SAME AS THE REGISTERED OFFICE) IS: same

7. IF THE ENTITY IS NOT REQUIRED OR DOES NOT MAINTAIN A REGISTERED OFFICE IN TEXAS, THE OFFICE ADDRESS IN TEXAS IS: N/A
   AND IF THE ENTITY IS NOT INCORPORATED, ORGANIZED OR ASSOCIATED UNDER THE LAWS OF TEXAS, THE ADDRESS OR ITS PLACE OF BUSINESS IN TEXAS IS
   AND THE OFFICE ADDRESS ELSEWHERE IS

8. THE COUNTY OR COUNTIES WHERE BUSINESS OR PROFESSIONAL SERVICES ARE BEING OR ARE TO BE CONDUCTED OR RENDERED UNDER SUCH ASSUMED NAME ARE (IF APPLICABLE, USE THE DESIGNATION "ALL" OR "ALL EXCEPT"): all counties

IN TESTIMONY WHEREOF, I, Paul Adam Daniec, HAVE HEREUNTO SET my HAND(S) THIS THE 27 DAY OF APR 27 2016, A.D., 20___.

✓ Paul Daniec
SIGNATURE OF OFFICER, GENERAL PARTNER MANAGER, MEMBER, REPRESENTATIVE, OR ATTORNEY-IN-FACT OF ENTITY

NOTE: A CERTIFICATE EXECUTED AND ACKNOWLEDGED BY AN ATTORNEY-IN-FACT SHALL INCLUDE A STATEMENT THAT THE ATTORNEY-IN-FACT HAS BEEN DULY AUTHORIZED IN WRITING BY HIS PRINCIPAL TO EXECUTE AND ACKNOWLEDGE THE SAME.

STATE OF TEXAS §

COUNTY OF BEXAR §

CORPORATE ACKNOWLEDGEMENT

APR 27 2016

This instrument was acknowledged before me on the _____ day of _____, A.D., 20_____

by Paul Adam Daniec (Name of Officer / Partner / Attorney-in-Fact), President (Title)

APR 27 2016

Given under my hand and seal of office this _____ day of _____, A.D., 20_____.

CORINE CASAS
Notary Public, State of Texas
Comm. Expires 01-05-2020
Notary ID 10410405

GERARD RICKHOFF
COUNTY CLERK, BEXAR COUNTY TEXAS

BY: _____ DEPUTY

OR: _____
NOTARY PUBLIC, STATE OF TEXAS

STATE OF TEXAS COUNTY OF BEXAR
CERTIFIED COPY CERTIFICATE
The page to which this certificate is affixed may have been lawfully altered to redact confidential personal information but is otherwise a full, true and correct copy of the original on file and of record in my office.
ATTESTED:

APR 27 2016

GERARD RICKHOFF
COUNTY CLERK
BEXAR COUNTY, TEXAS

BY: _____ DEPUTY

Gerard Rickhoff

COUNTY CLERK | BEXAR COUNTY

MAILING ADDRESS:
BEXAR COUNTY COURTHOUSE
100 DOLOROSA, STE 104
SAN ANTONIO, TEXAS 78205

LOCATION ADDRESS:
PAUL ELIZONDO TOWER
101 W. NUEVA, STE. 120
SAN ANTONIO, TEXAS 78205

Doc# 20160512837

No. _____

NAME OF BUSINESS

CenTex Trucking
24710 Staffordshire
San Antonio, Tx 78257

CERTIFICATE OF ASSUMED NAME

Doc# 20160512837 Fees: $21.00
04/27/2016 10:45AM # Pages 2
Filed & Recorded in the Official
Public Records of BEXAR COUNTY
GERARD C. RICKHOFF COUNTY CLERK

Gerard Rickhoff

COUNTY CLERK — BEXAR COUNTY

MAILING ADDRESS:
BEXAR COUNTY COURTHOUSE
100 DOLOROSA ST. SUITE 104
SAN ANTONIO, TEXAS 78205

LOCATION ADDRESS:
PAUL ELIZONDO TOWER
101 W. NUEVA ST. SUITE 120
SAN ANTONIO, TEXAS 78205

CERTIFICATE

STATE OF TEXAS §
§
COUNTY OF BEXAR §

I, GERARD RICKHOFF, COUNTY CLERK OF BEXAR COUNTY, TEXAS, DO HEREBY CERTIFY THAT THE BELOW AND FOREGOING IS A TRUE AND CORRECT COPY OF THE ORIGINAL:

[✓] ASSUMED NAME CERTIFICATE

[___] ABANDONMENT OF ASSUMED NAME CERTIFICATE

WHICH IS FILED UNDER NUMBER 20160512837 AND APPEARS OF RECORD IN MY OFFICE IN THE OFFICIAL PUBLIC RECORDS OF GOVERNMENTAL, BUSINESS, AND PERSONAL MATTERS OF BEXAR COUNTY, TEXAS.

IN TESTIMONY WHEREOF, WITNESS MY HAND AND OFFICIAL SEAL OF OFFICE GIVEN IN THE CITY OF SAN ANTONIO, BEXAR COUNTY, TEXAS, ON THIS THE 21 DAY OF April A.D., 20 16.

COUNTY CLERK
BEXAR COUNTY, TEXAS

GERARD RICKHOFF
COUNTY CLERK
BEXAR COUNTY, TEXAS

BY: Gina Mercado Lynch DEPUTY

Zimbra **evangelina.garcia@co.hidalgo.tx.us**

RE: Contract-Hauling Services For All Road Materials

From : Steve Crain <scrain@atlashall.com> Fri, May 27, 2016 12:02 PM

Subject : RE: Contract-Hauling Services For All Road Materials

To : 'Evangelina Garcia' <evangelina.garcia@co.hidalgo.tx.us>

Looks good.

From: Evangelina Garcia [mailto:evangelina.garcia@co.hidalgo.tx.us]
Sent: Friday, May 27, 2016 11:34 AM
To: Steve Crain <scrain@atlashall.com>
Cc: Matilde Faz <matilde.faz@co.hidalgo.tx.us>
Subject: Re: Contract-Hauling Services For All Road Materials

Mr. Crain;
Attached is the contract with correct information as "Benchmark Utility Contractors, Inc." d/b/a Centex Trucking. The insurance accord has been re-submitted to reflect the proper name including the list of scheduled autos. Included at the end of the contract is the "Assumed Name Certificate" documentation submitted for confirmation and clarification of the assumed name. Please review documentation for your approval so as to proceed with an agenda item.

Thank you;

Vangie Y. Garcia, Contract Manager
Hidalgo County Purchasing Department
2812 S. Business Hwy. 281
Edinburg, Texas 78539
Email: evangelina.garcia@co.hidalgo.tx.us
Phone: 956-292-7000-Ext. 4856

From: "Steve Crain" <scrain@atlashall.com>
To: "Evangelina Garcia" <evangelina.garcia@co.hidalgo.tx.us>
Sent: Thursday, May 26, 2016 7:34:28 AM
Subject: RE: Contract-Hauling Services For All Road Materials

The name of the vendor is not a legal name. It may be an assumed name. Please check. Also the autos are not scheduled on the insurance certificate. On another note, you are to young to retire. We will miss you!

From: Evangelina Garcia [mailto:evangelina.garcia@co.hidalgo.tx.us]
Sent: Wednesday, May 25, 2016 4:58 PM
To: Steve Crain <scrain@atlashall.com>
Subject: Contract-Hauling Services For All Road Materials

Mr. Crain:
Hope you've been doing okay, Mr. Crain....have some news for you as I wish to let you know myself. I'm retiring from the County already as of June 3, 2016, which is already right around the corner [next Friday]. It has been a privilege knowing you and relying on your guidance when in need and have always been wonderful to work with. God Bless you and your Family.....

Now, to County business, attached for your review/approval is the proposed contract with Centex Trucking for the Hauling Services For All Road Materials-Precinct One as the assigned buyer is wanting to place on the next court date of June 7, 2016.

Appreciate your assistance.

Respectfully;

Vangie Y. Garcia, Contract Manager
Hidalgo County Purchasing Department
2812 S. Business Hwy. 281
Edinburg, Texas 78539
Email: evangelina.garcia@co.hidalgo.tx.us
Phone: 956-292-7000-Ext. 4856

AI-54905

Purchasing Department 20.
D. 1.

CC - REGULAR
Meeting Date: 06/07/2016
Submitted For: Marty Salazar, PURCHASING DEPT.
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 "Yuma Avenue Road Project" for Pct 2.

Total Scores	HINOJOSA ENGINEERING	JAVIER HINOJOSA ENGINEERING	L&G CONSULTING ENGINEERS, INC.
EVALUATOR	97	95	98
RANKING			

c. Authority for the Purchasing Department to negotiate a professional services agreement commencing with the No. 1 ranked firm of _____ for professional engineering services for "Yuma Avenue Road Project" for Pct 2.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2016 ACCT. #:
FUNDS AVAILABLE Y/N?: MATCHING FUNDS Y/N?:
BUDGETARY IMPACT:
Pct 2 will identify account number upon approval of contract.

Attachments

Scoring Grid

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	06/03/2016 02:32 PM

Budget & Management	Veronica Ortiz	06/03/2016 03:12 PM
Glinda Pacheco	Glinda Pacheco	06/03/2016 04:09 PM
Final Approval	Monica Badillo	06/03/2016 05:59 PM

Form Started By: Rocio Villarreal Started On: 06/03/2016 08:23 AM

Final Approval Date: 06/03/2016

HIDALGO COUNTY PRECINCT NO 2

FOR

Yuma Avenue Road Project

Scoring & Evaluation GRID

Total Scores	HINOJOSA ENGINEERING INC.	JAVIER HINOJOSA ENGINEERING	L&G CONSULTING ENGINEERS, INC.
Evaluator 1	97	95	98
RANKING			

Scoring & Evaluation was completed by Pct No 2

AI-54903

Purchasing Department 20. D. 2.

CC - REGULAR

Meeting Date: 06/07/2016

Submitted For: Eddie Cantu, COMM. PCT. #2 Submitted By: Erika Zamora, COMM. PCT. #2

Department: COMM. PCT. #2

Information

CAPTION

Approval of Work Authorization No. 6 (with an estimated cost of $198,379.69) as submitted by project engineer, L&G Consulting Engineers, to provide PS&E and other design related services for the Pct 2 Regional Linear Park Project.

BACKGROUND

Fiscal Impact

FISCAL YEAR:	2016	ACCT. #:	6-1200-452-00-122-110-0-740
FUNDS AVAILABLE Y/N?:	Y/Pending	MATCHING FUNDS Y/N?:	N

BUDGETARY IMPACT:

Funding pending approval of AI#54921 CC 6/7/16.

Attachments

Work Auth#6

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	06/03/2016 03:39 PM
Budget & Management	Veronica Ortiz	06/03/2016 03:40 PM
Glinda Pacheco	Glinda Pacheco	06/03/2016 04:21 PM
Final Approval	Monica Badillo	06/03/2016 05:21 PM

Form Started By: Erika Zamora Started On: 06/02/2016 04:59 PM

Final Approval Date: 06/03/2016

L&G Engineering
Transportation Consultants

June 2, 2016

Mr. Armando Garza, Jr., Chief Administrator
Attn: Ms. Erika Zamora, Director of Administrative Operations
Hidalgo County Precinct No. 2
300 West Hall Acres
Pharr, Texas 78589

RE: Pct 2 Regional Linear Park Project
Work Authorization No. 6

Dear Mr. Garza,

Attached for your review and approval is Work Authorization No. 6 for the subject referenced project (Contract: C-15-046-03-03). This submittal is made to you in duplicate form for your further coordination with Commissioner Cantu.

A detailed description of the work to be provided under this work authorization is included in the attached Exhibit B.

Should you have any questions, please feel free to give me a call at (956) 585-1909.

Sincerely,

David A. Saenz, P.E., C.F.M.
Project Manager

cc: Mr. Jacinto Garza, P.E. – L&G Engineering

2100 W. Expressway 83 • Mercedes, TX 78570 • Office (956) 565-9813 • Fax (956) 565-9018
900 S. Stewart Rd., Ste. 9 • Mission, TX 78572 • Office (956) 585-1909 • Fax (956) 585-1927

HIDALGO COUNTY
Professional Engineering Services
Contract # C-15-046-03-03

WORK AUTHORIZATION NO. 6

THIS WORK AUTHORIZATION is made pursuant to the terms and conditions of Article I. of the Agreement made by and between **HIDALGO COUNTY**, action herein by and through the **Commissioner's Court**, hereinafter called the "**Owner**," and, **L & G Consulting Engineers, Inc.** *d/b/a* **L & G Engineering**, professional engineers of Mercedes, Texas, hereinafter called "**Engineer**".

PART 1. SCOPE OF WORK
The purpose of this Work Authorization is for the **Engineer** to provide PS&E and Other Design Related Services for the Project.

The scope of services to be provided by the **Owner** is identified in ***EXHIBIT "A" – Scope of Services to be provided by the Owner*** attached hereto.

The scope of services to be provided by the **Engineer** is identified in ***EXHIBIT "B" – Scope of Services to be provided by the Engineer*** attached hereto.

PART 2. ESTIMATED COST
The estimated cost for services under this Work Authorization is $**198,379.69**. This amount is based upon the costs outlined in the Estimated **Cost Proposal** attached hereto as ***EXHIBIT "D" Fee Schedule*****.**

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. 6 shall be funded through funding source:
Account No**.** _____
Requisition Number _____

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. 6**.

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 _____ 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 ATTACHMENTS
Exhibit A – Services to be Provided by the Owner
Exhibit B – Services to be Provided by the Engineer
Exhibit C – Work Schedule
Exhibit D – Fee Schedule

EXHIBIT "A"

Services to be Provided by the Owner

The following provides an outline of the services to be provided by the **Owner** for Regional Linear Park Project within the limits of South San Antonio Avenue to Ridge Road in Hidalgo County hereinafter denoted as the **Project**.

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 the 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 **Project**.

5) Provide timely review and decisions in response to the **Engineer's** request for information and/or required submittals and deliverables, in order for the **Engineer** to maintain the agreed upon work schedule prepared in accordance with Exhibit "C" attached to this Work Authorization.

6) Attend and participate in progress meetings as required and as coordinated and conducted by **Engineer**.

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:

PROJECT/DESCRIPTION: PS&E and Other Design Related Services for the Hidalgo County Pct. 2 Linear Park Project

LENGTH: 2.57 Miles (Approx.)

HIGHWAY: Prop. Linear Park

LIMITS: From San Antonio Ave. to Ridge Road

EXISTING FACILITY

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
- ___ 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)
- X Pedestrian Facility – Linear Park

ENGINEER shall mean L&G Consulting Engineers, Inc.

STATE shall mean Texas Department of Transportation (TxDOT).

COUNTY shall mean the Hidalgo County.

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	NO	a. Horizontal and Vertical Alignment
NO	NO	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) A complete explanation of the sequence and methods of stage construction, if proposed, including the initial and ultimate proposed treatment of crossovers and ramps.
		(4) 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.
		(5) 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.
		(6) Direction of traffic flow on all roadways.
		(7) The geometric of speed change (acceleration, deceleration, climbing) lanes.
NO	NO	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. **No geometric design is to be performed until the COUNTY has given the engineer written approval of the preliminary schematic layout. (N/A)**
		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	
NO	NO	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. 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.
		g. 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.
N/A	N/A	3. Exhibit for Airway/Highway Clearance Permits
		4. Grading Design
YES	NO	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.
YES	NO	b. Typical Sections
YES	NO	c. Design Cross Sections
YES	NO	d. Determine Cut and Fill Quantities
YES	NO	e. Slope Stability Analysis
YES	NO	f. Embankment Foundation Stability Analysis
YES	NO	g. Embankment Settlement Analysis
		5. Pavement Design
YES	NO	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.
YES	NO	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)
YES	N/A	(a) Along center line
YES	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)

Services Provided By: ENGINEER	COUNTY	
		5. Pavement Design *(continued)*
		c. Embankment and Subgrade *(continued)*
YES	NO	(2) Identify, interpret and summarize geologic features that affect engineering design (PI, Sulfate content, % of lime)
NO	NO	d. Traffic Data for Pavement Design by STATE
YES	NO	e. Basic Design Criteria
NO	NO	f. Life Cycle Cost Analysis(es)
YES	NO	g. Cost Data
YES	NO	h. Pavement Material Properties
N/A	N/A	i. Rehabilitation Investigations
N/A	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. Drainage area maps showing existing conditions and proposed improvements.
YES	NO	b. Hydrologic data/discharge determination
		2. Hydraulic Drainage Study and Documentation
		a. Hydraulic computations
YES	NO	(1) Storm water detention available within the ROW (linear ft. along side drain ditch).
NO	NO	(2) Storm water detention required outside the ROW (as per HCDD#1)
YES	NO	(3) Culverts
NO	NO	(4) Bridge waterways
YES	NO	(5) Channels
YES	NO	(6) Storm sewers/inlets
NO	NO	(7) Pump stations
NO	NO	(8) Storm Water Management facilities
NO	NO	(9) Other
		(a) Irrigation Canals/Siphons
NO	NO	b. Hydraulic report(s)
NO	NO	c. Federal Emergency Management Agency (FEMA) floodway requirements
YES	NO	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
YES	NO	(1) New culverts
NO	NO	(2) Culvert widening and/or lengthening
NO	NO	(3) Culvert replacements
		b. Storm sewers
NO	NO	(1) New storm sewers
YES	NO	(2) Modify existing storm sewers
NO	NO	(3) Inlets
NO	NO	(4) Manholes
NO	NO	(5) Trunk lines
NO	NO	c. Pump stations
NO	NO	d. Subsurface drainage at retaining walls
YES	NO	e. Outfall channel(s) within the ROW
NO	NO	f. Outfall channel(s) outside the ROW
NO	NO	g. Detention Pond(s) within the ROW
NO	NO	h. Detention Pond(s) outside the ROW
YES	NO	i. Summary of Quantities
N/A	N/A	j. Storm Water Management facilities
YES	NO	4. Storm Water Pollution Prevention Plan (SW3P)
NO	NO	5. Scour Evaluation - Waterway Structures only (to be completed by Bridge Engineer under FC 170.

SECTION 9 - SIGNING, MARKINGS AND SIGNALIZATION

(Function Code 162)

Services Provided By: ENGINEER	COUNTY	
YES	NO	1. Signing and Markings Layout
		a. Requirements (Separate Layout)
		(1) Roadway layout
		(2) Center line with station numbering
		(3) ROW lines
		(4) Culverts and other structures that present a hazard to traffic
		(5) Location of utilities, if not shown on plan and profile
		(6) Existing signs to remain, to be removed, to be relocated
		(7) Proposed signs (illustrated and numbered)
		(8) Existing overhead sign bridges to remain, to be revised, removed or relocated
		(9) Proposed overhead sign bridges indicating location by plan layout (electrical details need not be shown on this layout)
		(10) Proposed markings (illustrated and quantified) which include pavement markings, object markings and delineation
		(8) Quantities of existing pavement markings to be removed
		(9) Proposed delineators and object markers
YES	NO	2. Summary of Small Signs Tabulation
N/A	N/A	3. Summary of Large Signs Tabulation including all Guide Signs
YES	NO	4. Sign Detail Sheets
		a. All signs except route markers
		b. Design details for large guide signs
		c. Dimensions of letters, shields, borders, corner radii etc.
		d. Designation of shields attached to guide signs
		e. Designation of arrow used on exit direction signs
		5. Traffic Signals
		a. Development of Justification (Warrant) Data
NO	N/A	(1) Location Map Relationship of proposed installation to other traffic signals, highways, business areas and traffic generators
NO	N/A	(2) Photographs as appropriate
NO	N/A	(3) Accident data as appropriate
		(4) Vehicle volumes (provided by TxDOT)
N/A	N/A	(a) Existing
N/A	N/A	(b) Estimated
N/A	N/A	(c) Projected
N/A	N/A	(d) Pedestrian
N/A	N/A	(5) Traffic Survey - Count Analysis
N/A	N/A	(6) Recommendation based on above data
NO	N/A	b. Layout
		(1) Title Sheet (when applicable)
		(a) Describe the location
		(b) Type of installation
		(c) Area map with project limits for each location
		(d) Index of sheets

Services Provided By: ENGINEER	COUNTY	
		(e) Space for official signatures
		(2) Estimate and quantity sheet (when applicable)
		(a) List of all bid items
		(b) Bid item quantities
		(c) Specification item number
		(d) Paid item description and unit of measure
		(3) Basis of estimate sheet (list of materials)
		(4) General notes and specification data sheet
		(5) Condition diagram
		(a) Highway and intersection design features
		(b) Roadside development
		(c) Traffic control including illumination
		(6) Plan sheet(s)
		(a) Existing traffic control that will remain (signs and markings)
		(b) Existing utilities
		(c) Proposed highway improvements
		(d) Proposed installation
		(e) Proposed additional traffic controls
		(f) When applicable, proposed conduit for Railroad interconnect with standard details for runs under tracks.
		(g) Proposed illumination attached to signal poles.
		(7) Notes for plan layout
		(8) Elevation sheet(s) (span wire design)
		(9) Phase sequence diagram(s)
		(a) Signal locations
		(b) Signal indications
		(c) Phase diagram
		(d) Signal sequence table
		(e) Flashing operation (normal and emergency)
		(f) Preemption operation (when applicable)
		(g) Interval timing, cycle length and offset
		(10) Construction detail sheets(s)
		(a) Poles (TxDOT standard sheets)
		(b) Detectors
		(c) Pull Box and conduit layout
		(d) Controller Foundation standard sheet
		(11) Marking details (when applicable)
		(12) Barricade and warning sign standard sheet and any special details for work zone traffic control for special conditions
		(13) Aerial or underground interconnect details (when applicable)
		c. General Requirements
		(1) Contact local utility company
NO	N/A	(a) Confirm power source
NO	N/A	(b) Discuss route of aerial or underground interconnect cable (when applicable)
N/A	N/A	(c) Adjustment of overhead utility lines
NO	N/A	(2) Prepare governing specifications and special provisions list
NO	N/A	(3) Prepare project estimate
NO	N/A	d. Summary of Quantities

EXHIBIT "B"
SCOPE OF SERVICES TO BE PROVIDED BY THE ENGINEER

SECTION 10 - MISCELLANEOUS (ROADWAY)

(Function Code 163)

Services Provided By: ENGINEER	COUNTY	
		1. Retaining Walls
		a. Structural Details
N/A	N/A	(1) Cast-in-Place Cantilever at _____ locations. (TxDOT Standard Retaining Wall)*
N/A	N/A	(2) Tiedback Retaining Wall at _____ location. (TxDOT standard retaining wall)
N/A	N/A	(3) Specialized Retaining Wall at _____ locations (Unique Design).*
		b. Alternate Patented Retaining Walls at all locations. (Layouts Only)**
N/A	N/A	(1) Mechanically Stabilized Earth
YES	N/A	(2) Concrete Block Wall Systems
YES	NO	c. Retaining Wall Layout (PLAN)
		(1) Designation of reference line
		(2) Beginning and ending retaining wall stations
		(3) Station of each retaining wall joint***
		(4) Offset from reference line
		(5) Horizontal curve data
		(6) Number of retaining wall panels and lengths***
		(7) Total length of wall
		(8) Indicate face of wall
		(9) All wall dimensions and alignment relations (alignment data as necessary)
		(10) Soil core hole locations
YES	NO	d. Retaining Wall Layout (ELEVATION)
		(1) Top of wall elevations at each joint or intervals***
		(2) Existing and finished ground line elevations
		(3) Height of stem at each joint***
		(4) Wall panel designations***
		(5) Top of footing elevations***
		(6) Limits of measurement for payment****
		(7) Type, limits and anchorage details of railing (If applicable)
		(8) Top and bottom of wall profiles and soil core hole data plotted at correct station and elevation. The plot shall be at the same scale as the wall profile. Ground water elevations and the observation date shall be shown.
YES	NO	e. Foundation Studies (Show cost estimate with Function Code 110)
YES	NO	(1) The soil core holes shall be obtained at approximately 200 foot intervals along retaining wall alignments. The core holes shall extend 25 feet below the footing elevation.
YES	NO	f. Stability Analysis (the ENGINEER shall estimate this task as part of his bid to complete the work).
YES	NO	g. Estimate
YES	NO	h. Summary of Quantities
YES	NO	i. Typical X-section.
YES	NO	j. General Guidelines for Retaining Walls
		(1) The ENGINEER shall make final design calculations and final detail drawings in accordance with standard requirements of the Texas Department of Transportation. **The designer and reviewer shall check all calculations and initial each page.**
		(2) The ground water level should be observed at the water strike.
		(3) For purposes of uniformity statewide, soil core hole data shall be shown on layouts as illustrated in the Bridges and Structures Foundation Exploration and Design Manual.
		(4) Foundation exploration shall conform to the requirements set forth in Administrative Circular No. 25-84, Administrative Circular 33-87 and Administrative Circular No. 25-92.

EXHIBIT "B"
SCOPE OF SERVICES TO BE PROVIDED BY THE ENGINEER

Services Provided By: ENGINEER	COUNTY	
YES	NO	2. Traffic Control Plan, Detours and Sequence of Construction Traffic Control Plans (TCP) are required for all projects. A detailed TCP shall be developed when traffic handling during construction involves complications for which a feasible solution is not covered by the Texas MUTCD or the current Barricade and Construction (BC) Standards. The following items are required on all Traffic Control Plan Layouts: a. The sequence of construction and method of handling traffic during each phase. b. The existing and proposed traffic control devices that will be used to handle traffic during each construction sequence. Include signals, regulatory signs, warning signs, construction warning signs, guide signs, route markers, construction pavement markings, channelizing devices, portable changeable message signs, flashing arrow boards, barricades, barriers, etc. c. The proposed traffic control devices (stop signs, signals, flag person, etc.) at grade intersections during each construction sequence. d. Where detours are provided, typical cross sections shall be shown. e. Road construction work hours shall be developed after an investigation of the traffic volumes has been performed.
		3. Illumination
YES	NO	a. Illumination Layout and/or Circuit Layout
YES	NO	b. Final Roadway Illumination and Electrical Circuit Layouts (if needed) (1) Roadway layout showing pavement edges, shoulders, curbs, retaining walls, etc. (2) Center line with station numbering. (3) ROW lines. (4) Symbol legend. Use department standard symbols for lighting and electrical. (5) Culverts and other structures that present a hazard to traffic. (6) Location of underground utilities, if not shown on plan profile. (7) Location of overhead electrical lines, both crossing and parallel to ROW. (8) Existing sign lighting circuits and roadway illumination to remain, to be removed, to be relocated. (9) Existing service poles, electrical circuits, ground boxes, etc. (10) Contact electric utility for service pole locations, voltage characteristics. (11) Location of proposed sign lighting circuits and roadway illumination. (12) Proposed electrical circuits. (13) Tabulation of all quantities including proposed, existing to be relocated, existing to be removed. The layout sheet quantities and lighting summary shall be shown. Tabulations to include estimated quantity with a column for final quantities.
YES	NO	c. General Guidelines for Illumination (If applicable) The ENGINEER shall submit to the COUNTY, well in advance of PS&E due date, the roadway illumination and electrical circuit layout sheets for review by the STATE. Two copies of the layout sheets are to be submitted. One copy will be returned to the Engineer showing corrections that are to be made by the ENGINEER. When final plan submission is made, the ENGINEER shall provide a written statement regarding completion of the corrections.
		4. Miscellaneous Drafting/Standards
YES	NO	a. Erosion Control
YES	NO	b. Landscape Development
YES	NO	5. Compute and Tabulate Quantities
NO	NO	6. Special Utility Details (Irrigation lines)

EXHIBIT "B"
SCOPE OF SERVICES TO BE PROVIDED BY THE ENGINEER

Services Provided By: ENGINEER	COUNTY	
		7. Miscellaneous Structures
		a. Type of Structure*
		(1) Overhead Sign Bridges (O.S.B.) Modifications or special O.S.B. designs shall be prepared using the same design assumptions that are used for the standard O.S.B structures.
N/A	N/A	(a) New O.S.B. structure(s)
N/A	N/A	(b) Structural evaluation of existing O.S.B. structure(s) that are to remain in place or to be relocated.
N/A	N/A	(2) High Mast Illumination Poles (HMIP)
N/A	N/A	(3) Traffic Signal Supports
YES	NO	(4) Conventional Illumination Poles (if applicable)
N/A	N/A	(5) Sound Barrier Walls
YES	N/A	b. Checklist for Layouts (if required)
		(1) Reference appropriate O.S.B. standard
		(2) Drilled shaft size and length
		(3) Soil strength used for design {indicate basis and boring(s) used}
		(4) Design height
		(5) Tower heights
		(6) Leg spacings
		(7) Design wind speed
N/A	N/A	c. Foundation Studies (Show cost estimate with Function Code 110) The soils exploration requirements for miscellaneous structures on this project are as follows: (To be provided by the Engineer on an as-needed basis)
		8. Agreements
N/A	N/A	a. Utility Agreements
N/A	N/A	b. Exhibits for Utility Agreements
N/A	N/A	c. Railroad Agreements
		d. Railroad Exhibits
N/A	N/A	(1) Railroad Underpasses
N/A	N/A	(2) Railroad Overpasses
N/A	N/A	(3) Railroad Grade Crossing (Replanking)
N/A	N/A	(4) Railroad Grade Crossing Warning Systems (Signals)
N/A	N/A	(5) Other Miscellaneous Sketches for Railroads
N/A	N/A	e. Traffic Signal Agreements
N/A	N/A	f. Exhibits for Traffic Signal Agreements
N/A	N/A	9. Estimate
N/A	N/A	10. Specifications and General Notes

EXHIBIT "B"
SCOPE OF SERVICES TO BE PROVIDED BY THE ENGINEER

SECTION 11 - BRIDGE DESIGN
(Function Code 170)

Services Provided By: ENGINEER	COUNTY		NUMBER REQUIRED
		1. Preparation of Structural Details	
		a. New Structure(s)	
N/A	N/A	(1) Underpass(es)	
N/A	N/A	(2) Overpass(es)	
N/A	N/A	(3) Main Lanes	_____
N/A	N/A	(4) Direct Connector(s)	_____
N/A	N/A	(5) Ramp Bridge(s)	_____
N/A	N/A	(6) Waterway Structure(s)**	_____
YES	NO	(7) Pedestrian Structure(s)	1
N/A	N/A	(8) Utility Structure(s)	_____
N/A	N/A	(9) Railroad Underpass(es)	_____
N/A	N/A	(10) Railroad Overpass(es)	_____
N/A	N/A	(11) Bridge Classification Culvert(s)**	_____
N/A	N/A	(11) Alternate Structural Designs	_____
N/A	N/A	(12) Alternate Foundation Design	_____
		Total New Structures =	1
		b. Existing Structure(s)	_____
N/A	N/A	(1) Bridge Widening, Rehabilitation and/or Modification of Existing Structure(s)	
N/A	N/A	(2) Bridge Replacement	_____
N/A	N/A	(3) Raising Bridge Elevation	_____
N/A	N/A	(4) Bridge Classification Culvert(s) Widening and/or Modification of Existing Structures(s)	_____ _____
N/A	N/A	(5) Railroad Overpass(es)	_____
N/A	N/A	(6) Railroad Underpass(es)	_____
		Total Existing Structures =	_____

***** Countour plots of bridge gores are required for projects involving ramps within the main bridge in order to ensure project transition. The Template data and vertical alignment necessary to generate the contour plots are also required.

****** In the early stages of a project, it sometimes cannot be determined whether a Waterway Bridge Structure or a Bridge Classification Culvert (20' minimum length) will be required. Therefore, the ENGINEER should be aware that either of these two types of bridges may be reclassified later in the project for the other type when more information is known that would dictate a change in structure classification.

Services Provided By: ENGINEER	COUNTY	
N/A	N/A	2. Preparation of Bridge Layouts (each bridge)

a. Bridge Layouts (PLAN)
   (1) Horizontal curve information or bearing of centerline.
   (2) Including horizontal, vertical, and template information of all roadways or railroads crossed.
   (3) Bearing of center line or reference line.
   (4) Skew angle(s).
   (5) Slope for header banks and approach fills.
   (6) Control stations at beginning and ending of bridge (with deck elevation), intersections, etc.
   (7) Approach pavement and crown width.
   (8) Bridge roadway width and curbs, face of rail, shoulders, or sidewalks.
   (9) Approach slab and curb returns.
   (10) Limits and type of riprap.
   (11) Proposed features under structure.
   (12) Location of profile grade line.
   (13) North arrow.
   (14) Typical bridge roadway section including preliminary proposed beam types and spacings.
   (15) Cross slope and super elevation data.
   (16) Minimum horizontal clearances when applicable.
      (a) Dimensions to features that control clearances. (Calculate and indicate points of minimum vertical and horizontal clearances.
   (17) Location of soil core holes (station and offset), shown on layout.
   (18) Bent stations and bearings.
   (19) Retaining wall locations.
   (20) Traffic flow directional arrows.
   (21) Railing types shown.
   (22) Joint types and seal size, if used.
   (23) Beam line numbers consistent with span details.
   (24) Critical horizontal clearances (location of railroad tracks, nearby structures and utilities).
   (25) Bearings of utilities.

b. Bridge Layouts (ELEVATION)
   (1) Type of foundation.
   (2) Finished grade elevations at beginning and end of bridge.
   (3) Overall length of structure.
   (4) Length, type of spans and units.
   (5) Type of railing.
   (6) Minimum calculated vertical clearance(s).
   (7) Existing and proposed ground lines clearly marked.
   (8) Grid elevations and stations.
   (9) Bent numbers encircled.
   (10) Stationing of bridge compatible with grid stations.
   (11) Standard title.
   (12) Profile grade data.
   (13) Type of riprap.
   (14) Soil Core Hole information with penetrometer test data shall be shown on the bridge layout at correct station, elevation and scale.
   (15) Fixed/expansion condition of all bents.
   (16) Column "H" heights.
   (17) Number, size and length of foundations.

Services Provided By: ENGINEER	COUNTY	
N/A	N/A	2. Preparation of Bridge Layouts (each bridge) *(continued)* c. Additional layout requirements for waterway structures and bridge classification culverts. (1) Design and 100-year peak discharges. (2) Design and 100-year high water (HW) (Recorded HW and date if available) (3) Natural and through-bridge velocities for design and 100-year floods. (4) Calculated backwater for design and 100-year floods. (5) Direction of flow for waterway crossings. (6) Contours for water crossing.
YES	NO	3. Bridge Classification Culvert, Estimate, Quantities, and Specifications (each bridge)
YES	NO	4. Foundation Studies (Show cost estimate with Function Code 110) The minimum number of soil core holes shall be obtained in accordance with Section 1-301 of the Bridges and Structures Foundation Exploration and Design Manual. Soil core holes shall be obtained at approximately (300 foot) intervals along bridge alignments. Texas cone penetrometer (TCP) tests shall be conducted in all soil types encountered at a maximum of (10 foot) intervals. If single column bents with single drilled shafts are planned, TCP values should be taken at close intervals in the upper (15 feet).
N/A	N/A	5. Bridge Total Quantities and Cost Estimates (each bridge)
N/A	N/A	6. Bridge Special Provisions and Specifications (each bridge)
N/A	N/A	7. Bearing seat elevations for each beam or girder. Top of cap elevations for non-beam type structures.
N/A	N/A	8. General Guidelines for Bridge Design a. The ENGINEER shall prepare a bridge layout of each bridge structure for Company's review and approval. The bridge layout shall be in conformance with the Bridges and Structures, Operation and Planning Manual and the Bridges and Structures, Detailing Manual. Soil core hole data is not required for submission of the preliminary bridge layout. **No bridge design work is to be performed until the COUNTY has given the engineer written approval of the preliminary bridge layout.** Several months may be required, after the preliminary bridge layout is submitted, for the district to obtain approval and/or permits from the following: • TxDOT Design Division, when applicable: - Railroad Companies - FHWA - U.S. Army Corps of Engineers - U.S. Coast Guard - Bureau of Reclamation - Texas Parks and Wildlife - Others Therefore, the bridge layout should be submitted at the earliest possible date and the ENGINEER's design schedule should reflect this. b. All bridge superstructure and substructure design will be reviewed by the Design Division for purposes of verifying structural integrity and optimization of design. c. The final bridge layout shall be in conformance with the Bridges and Structures, Operation and Planning Manual and the Bridges and Structures Detailing Manual.

Services Provided By:
ENGINEER COUNTY

8. General Guidelines for Bridge Design *(continued)*

d. The ENGINEER shall make final design calculations and final detail drawings in accordance with standard requirements of the Texas Department of Transportation. All bridge design shall be in conformance with the Texas Department of Transportation Bridges and Structures Operation and Planning Manual, the current American Association of State Highway and Transportation Officials or American Railway Engineers Association Specifications for railway structures, Standard Specifications for Highway Bridges, including applicable interim specifications, and the Bridges and Structures, Foundation Exploration and Design Manual. The ENGINEER shall furnish design calculations to the Design Division. **The designer and checker shall check all calculations and initial each page.**

e. Structural steel or prestressed concrete shop drawings, form work drawings and false work drawings are not part of the design requirements. However, contract plans shall be in sufficient detail to permit the preparation of complete shop details for fabrication and erection.

f. Elements of the bridge (abutments, bents, slabs, etc.) shall be detailed to a metric scale of 1:20 (1/2 inch equals one foot architect scale) or 1:50 (1/4 inch equals one foot architect scale) to provide clear legible drawings when the drawings are reduced. Lettering shall be a minimum size of 4 millimeters (5/32 inch) height for hand lettering and 140 for lettering by computer-aided design and drafting (CADD).

g. Standard drawings for beams, diaframs, railings, armor joints, riprap, etc., shall be furnished to the ENGINEER upon request. These standards shall not be redrawn by the ENGINEER nor shall his title block be transferred to the standard drawings. Modifications to the standards, if necessary, shall be clearly identified and designated by "MOD" in the standard title. Specific special drawings prepared by the ENGINEER shall not be identified as standards.

h. Bridge layout sheets shall have the same vertical and horizontal scale. Usually a metric scale of 1:100 (1 inch = 10 feet) or 1:200 (1 inch = 20 feet) is used. Sections of existing and proposed structures usually have a metric scale of 1:50 (1 inch = 5 feet). Soil core holes shall be positioned and labeled on the bridge layout plan view. The core hole data shall be plotted at the correct station, at the same vertical scale, and at the proper elevation unless otherwise approved by the Design Division.

i. APPENDIX C, "GENERAL PLAN CHECKLIST", on pages C-1 thru C-5, more specifically relates various sheet types, details, summaries, standards, etc.

j. For purposes of uniformity statewide, soil core hole data shall be shown on layouts as illustrated in the Bridges and Structures Foundation Exploration and Design Manual.

k. Geometry and structural design errors found after acceptance of bridge plans shall be promptly corrected by the consultant at no cost to the Company.

SECTION 12 - CONSTRUCTION PHASE SERVICES
(Function Code 320)

Services Provided By: ENGINEER	COUNTY		
YES	NO	**CONSTRUCTION MANAGEMENT SERVICES:**	

The ENGINEER will provide general CONSTRUCTION MANAGEMENT AND SUPPORT services related to design implementation.

SECTION 14
ADDITIONAL RESONSIBILITIES

Easements, Letters of Permission, Etc.

The ENGINEER shall be responsible for delineating easements. The ENGINEER will be responsible for securing the necessary legal instruments.

Coordination of Utilities

The ENGINEER shall furnish the COUNTY prints of a project layout which will be distributed by ENGINEER to various utility companies to determine which utilities are in the limits of the project. These shall be preliminary layouts. Upon completion of the preliminary drainage plans and U&D sheets, the ENGINEER shall distribute to the various utility companies and request return. Upon return of these prints, the ENGINEER will schedule a meeting with the various utility companies to discuss potential conflicts and conformance with the State's Utility Accommodation Policy. The ENGINEER is responsible for coordination with the various utility companies for exposing potential conflicts and field ties to uncover utilities in potential conflict areas.

Meetings

Meetings will be held with the FHWA, State Officials, local governments, property owners, utility owners, railroad companies, other consulting firms, etc., as needed or required by the COUNTY. The ENGINEER shall coordinate through the COUNTY for the development of this project with any local entity having jurisdiction or interest in the project (i.e., city, county, etc).

Specifications, Special Provisions, Special Specifications

Use the State's standard specifications or previously approved special provisions and/or special specifications. If a special provision and/or special specification is developed for this project, it shall be in the State's format and incorporate references to approved State test procedures.

Project Manager/Engineer Communication

The ENGINEER shall designate one Texas Registered Professional Engineer to be responsible throughout the project for project management and all communications, including billing, with the COUNTY**'s** Director. Any replacements to the ENGINEER's designated Project Manager/Engineer must be approved by the COUNTY.

Engineering documents produced for the department's engineering projects shall be signed, sealed and dated or CADD sealed in accordance with Administrative Order No. 5-89 and Administrative Circular No. 26-91.

Design Responsibilities

The ENGINEER is responsible for design errors and/or omissions that become evident before, during or after construction of the project. The ENGINEER's responsibility for all questions arising from design errors and/or omissions will be determined by the COUNTY and all decisions shall be final and binding. This would include, but not necessarily be limited to:

1. All design errors and/or omissions resulting in additional design work to correct the errors and/or omissions.
2. Preparation of design documents and detail drawings necessary for a field change due to design errors and/or omissions.
3. Revision of original tracings to the extent required for a field change due to design errors and/or omissions.

The ENGINEER shall promptly make necessary revisions or corrections resulting from the ENGINEER's errors, omissions or negligent acts without additional compensation. Acceptance of the work by the COUNTY will not relieve the ENGINEER of the responsibility for subsequent correction of any such errors or omissions or for clarification of any ambiguities.

EXHIBIT "B"
SCOPE OF SERVICES TO BE PROVIDED BY THE ENGINEER

Document and Information Exchange

Data, Plan Sheets, General Notes and/or Specifications provided to the COUNTY shall be furnished on 8GB USB flash drives. Each 8 GB flash drive shall have a file titled Table of Contents. The Table of Contents shall indicate the locations of files within the directory structure of the documentation.

General Notes and specifications shall be provided in MS Office 2007 format. Plan sheets shall be provided in Microstation DGN or GEOPAK GPK format. PDF copies of plan sheets shall also be provided.

Two copies of the documentation shall be provided to the COUNTY.

If required, the ENGINEER shall provide to the COUNTY, a CD that contains all the plan sheets for the project. The graphics tape shall be compatible with the COUNTY's computer system.

CD Tape Required (YES or NO): YES

Proposal Time

The time indicated in the proposal and the contract shall include time necessary for reviews, approval, etc.

Office Location

The ENGINEER will perform the services to be provided under this agreement out of their office or offices listed below:

Service	Office Location
PS&E & Other Design Related Services	Mission Office

The work effort will be managed out of the Mercedes (City) office located at 2100 West Expressway 83 (Address), Mercedes, Texas.

EXHIBIT "B-1"
Services to be Provided by the Laboratory

GENERAL SCOPE OF WORK

The work to be performed by the **Laboratory** under this Work Authorization shall consist of; Geotechnical Drilling and Miscellaneous Field Services, Geotechnical Laboratory Testing Services and Geotechnical Engineering Services for the Regional Linear Park Project (Phase I PS&E – Geo) hereinafter denoted as the **Project**.

The **Laboratory** shall provide all services required (as noted under this Work Authorization) for usage by the **Engineer** in the preparation of plans, specification and estimate, and related documents for the **Project**. The **Laboratory** shall maintain a direct line of communication and coordinate with the **Engineer** throughout the project.

The **Laboratory** shall furnish all equipment, materials, supplies, and incidentals as needed to perform the services required, except as otherwise specified to be provided by the **Engineer**.

Specific activities to be performed by the **Laboratory** include the following:

I. Geotechnical Drilling Services and Miscellaneous Field Services

The **Laboratory** will coordinate with the **Engineer** for verification of project vicinity map indicating general boring site locations.

The **Laboratory** will provide drilling/excavation and sampling of subsurface materials as follows in accordance with this Work Authorization and in conformance with ASTM guidelines:

- Tunnel Crossing Borings - Two (2) Borings will be drilled at approximate location of proposed tunnel crossing structure (Borings will be advanced to a depth of approximately 35 feet below the existing top of natural ground) – TCP Borings
- Pavement Borings - Six (6) Borings will be drilled along proposed alignment of project trail (Borings will be advanced to a depth of approximately 10 feet below the existing top of natural ground) – SPT Borings

The **Laboratory** will stake the boring locations and provide utility clearances prior to performing the field exploration portion of the project. The **Engineer** will be responsible to provide any necessary permits or authorization to access areas (right of entry) where borings are to be drilled. All borings will be located in the field by a representative of the **Laboratory**. All boring locations will be documented with GPS coordinates. Field survey and tie-down locations of all borings will be the responsibility of the **Engineer**.

The borings will be advanced to the specified depth(s) and in-situ soil testing will be performed in general accordance with ASTM and/or TxDOT Standard Test Procedures and Geotechnical Manual (ASTM D1586 – Standard Penetration Testing (SPT) and/or Tex-132-E – Texas Cone Penetration (TCP)). In addition, where applicable, thin-walled Shelby tube samples may be

collected (ASTM D1587 – Thin Walled Tube Sampling). The soils will be sampled as needed to verify subsurface materials and strata changes. Final drilling depths and elevations will be based on topographic conditions at the time of drilling operations.

All samples will be removed from the sample apparatus during drilling operations. The **Laboratory** will conduct various field tests on the recovered samples, visually classify the samples, and record the appropriate data on a field boring log. The samples will be appropriately packaged to minimize loss of natural moisture content and to reduce the possibility of damage during transportation to the soil testing laboratory facility.

Drilling services will include an initial water strike depth and a 24-hour water level reading at each boring location. Following completion of drilling and sampling, all boreholes will be backfilled with soil cuttings from the completed borings. If there is insufficient soil cuttings available, alternate fill will be used to backfill the completed boreholes.

This proposal does not include activities and corresponding costs that may be associated with the following:

- Providing an ATV mounted drill rig, dozer or special equipment to clear areas of vegetation and debris or re-grading the site to gain access to the boring locations;
- Re-grading the site or portions of the site after drilling activities are completed;
- Site safety meetings that may be required;
- Encountering hazardous or contaminated soils or substances during our field activities.

The **Laboratory** will notify the **Engineer** should these services become necessary to complete field exploration activities, and if approved by the **Engineer**, additional negotiated fee and scope will be incorporated through Supplemental Work Authorization.

II. Geotechnical Laboratory Testing Services

Geotechnical Laboratory Testing will be performed by the **Laboratory** on the samples recovered during the field study to evaluate their physical and engineering properties. Laboratory testing will be performed in general accordance with ASTM and/or TxDOT Standard Test Procedures. Testing shall include the following test procedures:

(1) Atterberg Limits (ASTM D4318 or Tex-104-E, 105-E, 106-E)
This procedure will be used to aid in the classifying of the soil and to provide information on the potential vertical rise and contraction of the soil. Test data furnished will include Liquid Limit, Plasticity Index, and Linear Shrinkage test results.

(2) Gradation (-200) (ASTM D1140 or Tex-111-E)
This procedure will be used to aid in the classifying of the soil. A No. 200 sieve will be used to distinguish fine grained material as well as for cohesive soils.

(3) Lab. Determination of Moisture in Soils (ASTM D2216 or Tex-103-E)
This procedure will aid in determining the in-situ moisture of the soil to be able to evaluate the potential vertical rise and contraction of the soil.

(4) Particle Size (Sieve) Analysis with Hydrometer (ASTM D422)
This procedure will aid in determining the complete gradation (full gradation curve) of a soil sample including hydrometer for tail-end portion of gradation curve. Full gradation curve can be utilized to extract D50 and D90 soil particle diameters for use in scour analysis and prediction for foundation design.

(5) Sulfate Content of Soil (ASTM C1580 or Tex-145-E)
This procedure will identify the soluble sulfate content of soil by using the colorimetric method. The results of this procedure are typically utilized to determine whether or not a subgrade material can be lime treated for stabilization or if other methods of stabilization will need to be proposed. The presence of extreme amounts of soluble sulfates will exclude lime treatment as a stabilization option. Additionally, high presence of sulfates in soils can mark a necessity for the use of Sulfate Resistant Concrete (> than 1000 ppm).

(6) Lime Series Testing (Tex-121-E)
This procedure involves establishing a relationship between plasticity of soils, percentage lime and pH through the addition of hydrated lime at predetermined proportions. Results of this test will determine the required percent lime treatment for pavement subgrade.

III. Geotechnical Engineering Services

The **Laboratory** will utilize information gathered from the field and laboratory testing to provide the **Engineer** with Geotechnical Engineering results and analyses for the **Project**. The findings and conclusions derived from the results and analyses will be presented in a written engineering report and provided to the **Engineer** (three (3) copies). The report will include a boring location plan, boring logs with laboratory classification of recovered soil samples at the boring locations and subsurface water conditions encountered. The report will provide analyses and/or engineering recommendations as follows:

1	Structural Evaluation of Borings / Calc. Shear Strength Models / Soil Profiles
2	Bearing Suitability at Structure Locations (Tunnel Crossing)
3	Slope Stability Analysis - General Typ. Section at Crossing
4	Pavement Analysis & Recommendations (Trail)
5	Channel/Tunnel Recommendations - Geometry, Geotech Issues, Limits, Const.
6	Geotechnical Report (Including Soil Survey/Geog./All Analyses)
7	Meetings/Coordination

The report will provide general comments and applicable recommendations regarding construction methods, sequences, and potential difficulties that may arise during overall construction as it relates to the soil aspects of this project. This information may serve to guide both geometric modeling and foundation selection and design as well as provide assistance in the preparation of specifications for the project.

EXHIBIT C
PROJECT DEVELOPMENT SCHEDULE
Regional Linear Park Project
Section: From San Antonio Ave. to Ridge Road
Length = 2.57 miles

TASK AND DESCRIPTION	FIRM	2016								2017							
		MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG
PS&E & Other Design Related Activities																	
PS&E Development	L&G																
Geotechnical	L&G																
Hydrology & Hydraulics	L&G																
TxDOT Comment Incorporation to PS&E	L&G																
Permited Utlities Coordination to Adjust	L&G																
Eng Consultant Construction Management	L&G																

EXHIBIT D
FEE PROPOSAL

Pct 2 Regional Linear Park Project
(Section: San Antonio Ave to Ridge Road)
HIDALGO COUNTY PRECINCT #2

		MANHOURS										
		Senior Project Manager	Senior Engineer	Project Engineer	Senior Engineering Technician	Senior Environmental Scientist	ROW Administrator	Senior Environmental Scientist	Environmental Scientist	Admin / Clerical	L&G TOTAL HOURS	Total Line Item Cost
	TASK											
	WA #6 - Pct 2 Regional Linear Park Project PS&E and Other Design Related Services											
1	PS&E Development	40	120	258	418					20	856	$ 108,422.38
2	Geotechnical Soil information Road Crossings, Bridge Foundatons and Pav't Design	See Fee Breakdown on Exhibit D-1										$ 23,166.18
3	Hydrology & Hydraulics of Proposed Tunnel Crossings on Existing Ditch at Roadway Crossings	6	10	36	60						112	$ 13,949.84
4	Engineering Fee to Incorporate TxDOT Comments	4	8	28	48						88	$ 10,869.84
5	Permitted Utilities Coordination to Adjust	4	10	30	54						98	$ 12,095.42
6	Eng Consultant Construction Management	16	40	64	82					33	235	$ 29,876.03
	Subtotal Hours	**70**	**188**	**416**	**662**	**0**	**0**	**0**	**0**	**53**	**1389**	
	Hourly Base Rate	$ 70.00	$ 58.00	$ 43.00	$ 30.00	$ 49.00	$ 34.00	$ 43.00	$ 25.00	$ 20.00		
	FY 16 Contract Hourly Rate w/ OH Mult. (178.12%) & Fixed Fee (12.00%)	$ 224.58	$ 186.08	$ 137.96	$ 96.25	$ 157.21	$ 109.08	$ 43.00	$ 25.00	$ 64.17		
	Total Labor Costs	**$ 15,720.60**	**$ 34,983.04**	**$ 57,391.36**	**$ 63,717.50**	**$ -**	**$ -**	**$ -**	**$ -**	**$ 3,401.01**		**$ 198,379.69**

Grand Total	**$ 198,379.69**

Exhibit D-1
FEE SCHEDULE

L&G Consulting Engineers, Inc.

Geotechnical Engineering, Report & Summary

L&G Consulting Engineers, Inc. (Division: L&G ENGINEERING LAB)

			MANHOURS					
		Regional Linear Park Project (Phase I PS&E - Geo) ***Client: Hidalgo County Pct. 2***	Senior Project Manager	Senior Engineer	Project Engineer	CADD Operator	Admin/Clerical	Total
	TASK							
	1	Structural Evaluation of Borings / Calc. Shear Strength Models / Soil Profiles			2			2
	2	Bearing Suitability at Structure Locations (Tunnel Crossing)			4			4
	3	Slope Stability Analysis - General Typ. Section at Crossing			8			8
	4	Pavement Analysis & Recommendations (Trail)			4			4
	5	Channel/Tunnel Recommendations - Geometry, Geotech Issues, Limits, Const.		2	4			6
	6	Geotechnical Report (Including Soil Survey/Geog./All Analyses)	2	4	12	4	2	24
	7	Meetings/Coordination	2	2				4
		Subtotal	**4**	**8**	**34**	**4**	**2**	**52**
Labor Hours			**4**	**8**	**34**	**4**	**2**	**52**
Contract Rate (FY 16)			$ 224.58	$ 186.08	$ 137.96	$ 70.58	$ 64.17	
Total Labor Costs			**$ 898.32**	**$ 1,488.64**	**$ 4,690.64**	**$ 282.32**	**$ 128.34**	**$ 7,488.26**

LINE ITEM EXPENSES

Printing Reproduction (Estimated 3 Reports x Approx. 25 Pages per Report)	$ 90.00
*L&G Consulting Engineers, Inc. (Sub-Total for Geo. Field & Lab Services)	$ 15,587.92
** - (Please see page 2, for detailed estimates of testing)*	
Total Expenses	**$ 15,677.92**

L&G Laboratory Total Cost **$ 23,166.18**

L&G Consulting Engineers, Inc.

Exhibit D-1
Geotechnical Field and Laboratory Services
Regional Linear Park Project (Phase I PS&E - Geo)
Prepared for Hidalgo County Pct. 2

	SERVICES		UNITS	UNITS	UNIT COST	TOTAL COST
I.	**Project Management / Review**					
	A. Principal / Project Manager / Review		Hours			
	B. Senior Engineer		Hours	1	$ 186.08	$ 186.08
	C. Typing and Clerical (Report)		Hours			
	D. Lodging		Day			
	E. Mileage		Mile			
	F. Air Travel		Trip			
II.	**Utility Clearances / Boring Locates**					
	A. Technician (Locate Borings)(Util Clr)		Hours	4	$ 54.54	$ 218.16
	B. Staff Engineer/Geologist/Scientist		Hours			
	C. Rebar (stakes with impalement covers)		Cost +12.5%			
	D. Vehicle Charge		Mile			
	E. Mileage		Mile	40	$ 0.55	$ 22.00
	F. Survey Locate Borings (X,Y,Z)		LS			$ -
III.	**Field Exploration**					
A	Mobilization/Demobilization		Day	2	$ 441.66	$ 883.32
B	Field Exploration					
	1a. Soil Boring (Solid Stem)		Feet	130	$ 31.08	$ 4,040.40
	1b. Soil Boring (Mud Rotary)		Feet			$ -
	2. TxDOT TCP Field Test (BL/ft)		Ea.	14	$ 5.55	$ 77.70
	3. Field Logger / Engineering Tech		Hour	20	$ 54.54	$ 1,090.80
	4. 24 Hr. Water Level Observations		Hour	2	$ 54.54	$ 109.08
	5. Piezometers		Each			$ -
	6. Supp. Vehicle-Trailer, Tools Water Supply		Mile	80	$ 1.65	$ 132.00
	7. Vehicle Charge		Mile	120	$ 0.55	$ 66.00
C	Miscellaneous Field Services					
IV.	**Engineering Data Analysis / Report**					
	1. Staff Engineer		Hours			
	2. Project Engineer (Soil Classification)		Hours	4	$ 137.96	$ 551.84
	3. Project Engineer (Logs & Summaries)		Hours	4	$ 137.96	$ 551.84
	4. Moisture Content		Ea.	44	$ 10.55	$ 464.20
	5. Atterberg Limits		Ea.	24	$ 79.66	$ 1,911.84
	6. -200 Determination		Ea.	22	$ 66.47	$ 1,462.34
	7. Sieve Analysis (w/ Hydrometers)		Ea.	2	$ 95.76	$ 191.52
	8. UC Testing (w/ Unit Weight)		Ea.			$ -
	9. Consolidation Testing		Ea.			$ -
	10. Dry Unit Weight		Ea.			$ -
	11. Soils Sulfate Content		Ea.	6	$ 86.40	$ 518.40
	12. Determination of Soil pH		Ea.			$ -
	13. Lime Series Testing (5 Pt.)		Ea.	6	$ 518.40	$ 3,110.40
	Project Sub-Total (Geo Field and Lab)					**$ 15,587.92**

AI-54900

Purchasing Department 20.
D. 3.

CC - REGULAR

Meeting Date: 06/07/2016

Submitted For: Eddie Cantu, COMM. PCT. #2 Submitted By: Erika Zamora, COMM. PCT. #2

Department: COMM. PCT. #2

Information

CAPTION

Approval of Supplemental Agreement No. 1 for L&G Consulting Engineers, Contract No. C-15-097-03-17 resulting in an amendment to Exhibit B Scope of Services ad Exhibit D Fee Proposal (with an estimated cost decrease of $27,600.00) for services under Work Authorization No. 5 for the Pct 2 Yuma Ave Road Project.

BACKGROUND

Fiscal Impact

FISCAL YEAR: ACCT. #:

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

BUDGETARY IMPACT:

No fiscal impact. Work authorization will be reduced by $27,600.00.

Attachments

Supplemental Agreement No. 1

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	06/03/2016 03:38 PM
Budget & Management	Veronica Ortiz	06/03/2016 03:40 PM
Glinda Pacheco	Glinda Pacheco	06/03/2016 04:56 PM
Final Approval	Monica Badillo	06/03/2016 05:21 PM

Form Started By: Erika Zamora Started On: 06/02/2016 04:27 PM

Final Approval Date: 06/03/2016

L&G Engineering
Transportation Consultants

June 2, 2016

Mr. Armando Garza, Chief Administrator
Attn: Ms. Erika Zamora, Director of Administrative Operations
Hidalgo County Precinct No. 2
300 West Hall Acres
Pharr, Texas 78589

RE: On-Call Services for "Road and Bridge, C.I.P. and Other Projects in General"
C-15-097-03-17
Supplemental Agreement #1 to Work Authorization #5 to Agreement for Professional Services for – Yuma Avenue Extension Project

Dear Ms. Zamora,

Attached for your review and approval is Supplemental Agreement #1 to Work Authorization #5 to Agreement for Professional Services for to the On-Call Services for "Road and Bridge, C.I.P. and Other Projects in General" Contract with Hidalgo County Precinct No. 2. This submittal is made to you in duplicate form for your further coordination with Commissioner Cantu.

We appreciate the opportunity to provide our professional services and look forward to working with you. Should you have any questions, please feel free to give me a call at (956) 585-1909.

Sincerely,

Robert Macheska, P.E., C.F.M.
Project Manager

cc: Mr. Jacinto Garza, P.E. – L&G Engineering

Attachments: Supplemental Agreement #1 to Work Authorization #5

THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

SUPPLEMENTAL AGREEMENT NO. 1
TO WORK AUTHORIZATION NO. 5
TO AGREEMENT FOR PROFESSIONAL SERVICES
C-15-097-03-17

THIS SUPPLEMENTAL AGREEMENT is made pursuant to the terms and conditions of paragraph 6 of the Agreement made by and between **HIDALGO COUNTY**, acting herein by and through the **Commissioner's Court**, hereinafter called the "**Owner**", and **L&G Consulting Engineers, Inc.** d/b/a **L&G Engineering,** Professional Engineers of Mercedes, Texas, hereinafter called the "**Engineer**".

WITNESSETH

WHEREAS, the **Owner** and the **Engineer** executed the **Agreement** on the 17th day of March, 2015 concerning Engineering for On-Call Services for "Road and Bridge, C.I.P. and Other Projects in General" hereinafter referred to as the ("**Project**"); and,

WHEREAS, Paragraph 6 of the **Agreement**, (Amendments), establishes "if it becomes necessary at any time during this Agreement to change the Scope of Services, the Agreement period, the maximum amount payable, the complexity, or the character of this Agreement, an amendment shall be executed by use of a (Supplemental Agreement Form)"; and,

WHEREAS, it has become necessary to amend "Exhibit B - Scope of Services to be provided by the Engineer" of Work Authorization No. 5, to remove Acquisition Provider Services.

WHEREAS, it has become necessary to amend "Exhibit D – Fee Proposal" of Work Authorization No. 5 to decrease the original Work Authorization amount of **$90,524.74** to **$62,924.74**; therefore the amount of **Supplemental No. 1 is ($27,600.00)**.

A. AGREEMENT

NOW THEREFORE, premises considered, the **Owner** and the **Engineer** agree that said **Agreement** is amended as follows:

I. Sections of the Agreement, EXHIBIT "B" – SERVICES TO BE PROVIDED BY THE ENGINEER and EXHIBIT "D" – FEE PROPOSAL, are revised to reflect the above listed modifications of this Supplemental.

All other provisions are unchanged and remain in full force and effect.

IN WITNESS WHEREOF, the Engineer and the Owner have caused this Supplemental Agreement to the Agreement for Professional Services to be executed as of the _____ day of _____, 2016.

THE ENGINEER:
L&G Engineering

BY:_____
Jacinto Garza, P.E., President
Address for Giving Notices:

2100 West Expressway 83

Mercedes, TX 78570

THE OWNER:
HIDALGO COUNTY

BY:_____
Ramon Garcia, County Judge

LIST OF ATTACHMENTS

Exhibit B – Services to be Provided by Engineer
Exhibit D – Fee Proposal

EXHIBIT B

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 #5 – Yuma Avenue Extension Project

ENGINEER shall mean L&G Engineering.

STATE shall mean Texas Department of Transportation.

COUNTY shall mean Hidalgo County.

EXHIBIT B

Scope of Services to be provided by the Engineer

SECTION 3 - ROUTE AND DESIGN STUDIES

(Function Code 110)

Services Provided By: ENGINEER	COUNTY		
YES	NO	1.	Route Location Studies*
NO	NO	2.	Level of Service Analysis
NO	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 (Meet with City of McAllen and HC Pct 2)
		9.	Soil Core Hole Drilling
NO	NO		a. Pavement (See Section 7, page 7-3 for requirements)
NO	NO		b. Retaining Walls (See Section 10, page 10-1 for requirements)
NO	NO		c. Miscellaneous Structures (See Section 10, page 10-3 for requirements)
NO	NO		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

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	NO	a. Horizontal and Vertical Alignment
YES	NO	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	NO	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	NO	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	NO	3. Exhibit for Airway/Highway Clearance Permits
		4. Grading Design
NO	NO	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.
YES	NO	b. Typical Sections
YES	NO	c. Design Cross Sections
YES	NO	d. Determine Cut and Fill Quantities
NO	NO	e. Slope Stability Analysis
NO	NO	f. Embankment Foundation Stability Analysis
NO	NO	g. Embankment Settlement Analysis
		5. Pavement Design
NO	NO	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.
YES	NO	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	NO	(a) Along center line
NO	NO	(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	NO	(2) Identify,interpret and summarize geologic features that affect engineering design (PI, Sulfate content, % of lime)
NO	NO	d. Traffic Data for Pavement Design by STATE
NO	NO	e. Basic Design Criteria
NO	NO	f. Life Cycle Cost Analysis(es)
NO	NO	g. Cost Data
NO	NO	h. Pavement Material Properties
NO	NO	i. Rehabilitation Investigations
NO	NO	(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 Map
YES	NO	a. Hydrologic data/discharge determination for outfalls
		2. Hydraulic Drainage Study and Documentation
		a. Hydraulic computations and Drainage area maps showing existing conditions and proposed improvements.
NO	NO	(1) Storm water detention available within the ROW (linear ft. along side drain ditch).
NO	NO	(2) Storm water detention required outside the ROW (as per HCDD#1)
YES	NO	(3) Culverts
NO	NO	(4) Bridge waterways
YES	NO	(5) Channels
YES	NO	(6) Storm sewers/inlets
NO	NO	(7) Pump stations
NO	NO	(8) Storm Water Management facilities
NO	NO	(9) Other
		(a) Irrigation Canals/Siphons
NO	NO	b. Hydraulic report(s)
NO	NO	c. Federal Emergency Management Agency (FEMA) floodway requirements
YES	NO	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
YES	NO	(1) New culverts
NO	NO	(2) Culvert widening and/or lengthening
YES	NO	(3) Culvert replacements
		b. Storm sewers
YES	NO	(1) New storm sewers
YES	NO	(2) Modify existing storm sewers
YES	NO	(3) Inlets
YES	NO	(4) Manholes
YES	NO	(5) Trunk lines
		c. Pump stations
NO	NO	d. Subsurface drainage at retaining walls
NO	NO	e. Outfall channel(s) within the ROW
YES	NO	f. Outfall channel(s) outside the ROW
NO	NO	g. Detention Pond(s) within the ROW
NO	NO	h. Detention Pond(s) outside the ROW
YES	NO	i. Summary of Quantities
NO	NO	j. Storm Water Management facilities
YES	NO	4. Storm Water Pollution Prevention Plan (SW3P)
NO	NO	5. Scour Evaluation - Waterway Structures only (to be completed by Bridge Engineer under FC 170.

EXHIBIT B

Scope of Services to be provided by the Engineer

SECTION 9 - SIGNING, MARKINGS AND SIGNALIZATION

(Function Code 162)

Services Provided By: ENGINEER	COUNTY		
YES	NO	1.	Signing and Markings Layout a. Requirements (Separate Layout) (1) Roadway layout (2) Center line with station numbering (3) ROW lines (4) Culverts and other structures that present a hazard to traffic (5) Location of utilities, if not shown on plan and profile (6) Existing signs to remain, to be removed, to be relocated (7) Proposed signs (illustrated and numbered) (8) Existing overhead sign bridges to remain, to be revised, removed or relocated (9) Proposed overhead sign bridges indicating location by plan layout (electrical details need not be shown on this layout) (10) Proposed markings (illustrated and quantified) which include pavement markings, object markings and delineation (12) Quantities of existing pavement markings to be removed (13) Proposed delineators and object markers b. For projects involving freeway to freeway or other types of directional interchanges, projects including left-hand ramps or connections, the following information must be provided: (1) The location of interchanges, main lanes, grade separations, frontage roads and ramps (2) complete explanation of the sequence and methods of stage construction, where applicable, which would include the initial and ultimate proposed treatment of crossovers and ramps (3) The number of lanes in each section of proposed highway and the location of changes in numbers of lanes (4) The projected traffic volumes as provided by the STATE (20 year traffic projection, unless otherwise determined by the District Engineer) (5) Tentative ROW limits (6) Direction of traffic flow on all roadways (7) Main lane, ramp, frontage road, and necessary cross road profiles at proposed interchanges or grade separations
YES	NO	2.	Summary of Small Signs Tabulation
NO	NO	3.	Summary of Large Signs Tabulation including all Guide Signs
YES	NO	4.	Sign Detail Sheets a. All signs except route markers b. Design details for large guide signs c. Dimensions of letters, shields, borders, corner radii etc. d. Designation of shields attached to guide signs e. Designation of arrow used on exit direction signs

EXHIBIT B

Scope of Services to be provided by the Engineer

Services Provided By: ENGINEER	COUNTY	
		5. Traffic Signals
		a. Development of Justification (Warrant) Data
NO	NO	(1) Location Map Relationship of proposed installation to other traffic signals, highways, business areas and traffic generators
NO	NO	(2) Photographs as appropriate
NO	NO	(3) Accident data as appropriate
		(4) Vehicle volumes (provided by TxDOT)
NO	NO	(a) Existing
NO	NO	(b) Estimated
NO	NO	(c) Projected
NO	NO	(d) Pedestrian
NO	NO	(5) Traffic Survey - Count Analysis
NO	NO	(6) Recommendation based on above data
NO	NO	b. Layout
		(1) Title Sheet (when applicable)
		(a) Describe the location
		(b) Type of installation
		(c) Area map with project limits for each location
		(d) Index of sheets
		(e) Space for official signatures
		(2) Estimate and quantity sheet (when applicable)
		(a) List of all bid items
		(b) Bid item quantities
		(c) Specification item number
		(d) Paid item description and unit of measure
		(3) Basis of estimate sheet (list of materials)
		(4) General notes and specification data sheet
		(5) Condition diagram
		(a) Highway and intersection design features
		(b) Roadside development
		(c) Traffic control including illumination
		(6) Plan sheet(s)
		(a) Existing traffic control that will remain (signs and markings)
		(b) Existing utilities
		(c) Proposed highway improvements
		(d) Proposed installation
		(e) Proposed additional traffic controls
		(f) When applicable, proposed conduit for Railroad interconnect with standard details for runs under tracks.
		(g) Proposed illumination attached to signal poles.
		(7) Notes for plan layout
		(8) Elevation sheet(s) (span wire design)
		(9) Phase sequence diagram(s)
		(a) Signal locations
		(b) Signal indications
		(c) Phase diagram
		(d) Signal sequence table
		(e) Flashing operation (normal and emergency)
		(f) Preemption operation (when applicable)
		(g) Interval timing, cycle length and offset

EXHIBIT B

Scope of Services to be provided by the Engineer

Services Provided By: ENGINEER	COUNTY	
		5. Traffic Signals *(continued)*
NO	NO	b. Layout *(continued)*
		(10) Construction detail sheets(s)
		(a) Poles (TxDOT standard sheets)
		(b) Detectors
		(c) Pull Box and conduit layout
		(d) Controller Foundation standard sheet
		(11) Marking details (when applicable)
		(12) Barricade and warning sign standard sheet and any special details for work zone traffic control for special conditions
		(13) Aerial or underground interconnect details (when applicable)
		c. General Requirements
		(1) Contact local utility company
NO	NO	(a) Confirm power source
NO	NO	(b) Discuss route of aerial or underground interconnect cable (when applicable)
NO	NO	(c) Adjustment of overhead utility lines
NO	NO	(2) Prepare governing specifications and special provisions list
NO	NO	(3) Prepare project estimate
NO	NO	d. Summary of Quantities

EXHIBIT B

Scope of Services to be provided by the Engineer

SECTION 10 - MISCELLANEOUS (ROADWAY)

(Function Code 163)

Services Provided By: ENGINEER	COUNTY	
		1. Retaining Walls
		a. Structural Details
NO	NO	(1) Cast-in-Place Cantilever at _____ locations. (TxDOT Standard Retaining Wall)*
NO	NO	(2) Tiedback Retaining Wall at _____ location. (TxDOT standard retaining wall)
NO	NO	(3) Specialized Retaining Wall at _____ locations (Unique Design).*
		b. Alternate Patented Retaining Walls at all locations. (Layouts Only)**
NO	NO	(1) Mechanically Stabilized Earth
NO	NO	(2) Concrete Block Wall Systems
NO	NO	c. Retaining Wall Layout (PLAN)
		(1) Designation of reference line
		(2) Beginning and ending retaining wall stations
		(3) Station of each retaining wall joint***
		(4) Offset from reference line
		(5) Horizontal curve data
		(6) Number of retaining wall panels and lengths***
		(7) Total length of wall
		(8) Indicate face of wall
		(9) All wall dimensions and alignment relations (alignment data as necessary)
		(10) Soil core hole locations
NO	NO	d. Retaining Wall Layout (ELEVATION)
		(1) Top of wall elevations at each joint or intervals***
		(2) Existing and finished ground line elevations
		(3) Height of stem at each joint***
		(4) Wall panel designations***
		(5) Top of footing elevations***
		(6) Limits of measurement for payment****
		(7) Type, limits and anchorage details of railing (If applicable)
		(8) Top and bottom of wall profiles and soil core hole data plotted at correct station and elevation. The plot shall be at the same scale as the wall profile. Ground water elevations and the observation date shall be shown.
NO	NO	e. Foundation Studies (Show cost estimate with Function Code 110)
NO	NO	(1) The soil core holes shall be obtained at approximately 200 foot intervals along retaining wall alignments. The core holes shall extend 25 feet below the footing elevation.
NO	NO	f. Stability Analysis (the ENGINEER shall estimate this task as part of his bid to complete the work).
NO	NO	g. Estimate
NO	NO	h. Summary of Quantities
NO	NO	i. Typical X-section.
NO	NO	j. General Guidelines for Retaining Walls
		(1) The ENGINEER shall make final design calculations and final detail drawings in accordance with standard requirements of the Texas Department of Transportation. **The designer and checker shall check all calculations and initial each page.**
		(2) The ground water level should be observed at the water strike.
		(3) For purposes of uniformity statewide, soil core hole data shall be shown on layouts as illustrated in the Bridges and Structures Foundation Exploration and Design Manual.
		(4) Foundation exploration shall conform to the requirements set forth in Administrative Circular No. 25-84, Administrative Circular 33-87 and Administrative Circular No. 25-92.

EXHIBIT B

Scope of Services to be provided by the Engineer

Services Provided By: ENGINEER	COUNTY	
YES	NO	2. Traffic Control Plan, Detours and Sequence of Construction Traffic Control Plans (TCP) are required for all projects. A detailed TCP shall be developed when traffic handling during construction involves complications for which a feasible solution is not covered by the Texas MUTCD or the current Barricade and Construction (BC) Standards. The following items are required on all Traffic Control Plan Layouts: a. The sequence of construction and method of handling traffic during each phase. b. The existing and proposed traffic control devices that will be used to handle traffic during each construction sequence. Include signals, regulatory signs, warning signs, construction warning signs, guide signs, route markers, construction pavement markings, channelizing devices, portable changeable message signs, flashing arrow boards, barricades, barriers, etc. c. The proposed traffic control devices (stop signs, signals, flag person, etc.) at grade intersections during each construction sequence. d. Where detours are provided, typical cross sections shall be shown. e. Road construction work hours shall be developed after an investigation of the traffic volumes has been performed.
		3. Illumination
NO	NO	a. Preliminary Roadway Illumination Layout and Circuit Layout (1) For projects involving freeway to freeway or other types of directional interchanges and projects including left-hand ramps or connections, provide the following: (a) The location of interchanges, main lanes, grade separations, frontage roads and ramps (b) A complete explanation of the sequence and methods of stage construction, where applicable, which would include the initial and ultimate proposed treatment of crossovers and ramps (c) The number of lanes in each section of proposed highway and the location of changes in the number of lanes (d) The projected traffic volumes as provided by the STATE (20 year traffic projection unless otherwise determined by the district engineer) (e) Tentative ROW limits (f) Direction of traffic flow on all roadways (g) Main lane, ramp, frontage road, and necessary cross road profiles at proposed interchanges or grade separations
NO	NO	b. Final Roadway Illumination and Electrical Circuit Layouts (1) Roadway layout showing pavement edges, shoulders, curbs, retaining walls, etc. (2) Center line with station numbering. (3) ROW lines. (4) Symbol legend. Use department standard symbols for lighting and electrical. (5) Culverts and other structures that present a hazard to traffic. (6) Location of underground utilities, if not shown on plan profile. (7) Location of overhead electrical lines, both crossing and parallel to ROW. (8) Existing sign lighting circuits and roadway illumination to remain, to be removed, to be relocated. (9) Existing service poles, electrical circuits, ground boxes, etc. (10) Contact electric utility for service pole locations, voltage characteristics. (11) Location of proposed sign lighting circuits and roadway illumination. (12) Proposed electrical circuits. (13) Tabulation of all quantities including proposed, existing to be relocated, existing to be removed. The layout sheet quantities and lighting summary shall be shown. Tabulations to include estimated quantity with a column for final quantities.

EXHIBIT B

Scope of Services to be provided by the Engineer

Services Provided By: ENGINEER	COUNTY	
		3. Illumination *(continued)*
NO	NO	c. General Guidelines for Illumination (If applicable) The ENGINEER shall submit to the COUNTY, well in advance of PS&E due date, the roadway illumination and electrical circuit layout sheets for review by the STATE. Two copies of the layout sheets are to be submitted. One copy will be returned to the Engineer showing corrections that are to be made by the ENGINEER. When final plan submission is made, the ENGINEER shall provide a written statement regarding completion of the corrections.
		4. Miscellaneous Drafting/Standards
YES	NO	a. Erosion Control
NO	NO	b. Landscape Development
YES	NO	5. Compute and Tabulate Quantities
YES	NO	6. Special Utility Details (Irrigation lines)
		7. Miscellaneous Structures
		a. Type of Structure*****
		(1) Overhead Sign Bridges (O.S.B.) Modifications or special O.S.B. designs shall be prepared using the same design assumptions that are used for the standard O.S.B structures.
NO	NO	(a) New O.S.B. structure(s)
NO	NO	(b) Structural evaluation of existing O.S.B. structure(s) that are to remain in place or to be relocated.
NO	NO	(2) High Mast Illumination Poles (HMIP)
NO	NO	(3) Traffic Signal Supports
NO	NO	(4) Conventional Illumination Poles
NO	NO	(5) Sound Barrier Walls
NO	NO	b. Checklist for Layouts
		(1) Reference appropriate O.S.B. standard
		(2) Drilled shaft size and length
		(3) Soil strength used for design {indicate basis and boring(s) used}
		(4) Design height
		(5) Tower heights
		(6) Leg spacings
		(7) Design wind speed
NO	NO	c. Foundation Studies (Show cost estimate with Function Code 110) The soils exploration requirements for miscellaneous structures on this project are as follows: (To be provided by the Engineer on an as-needed basis)
		8. Agreements
YES	NO	a. Utility Agreements
YES	NO	b. Exhibits for Utility Agreements
NO	NO	c. Railroad Agreements
		d. Railroad Exhibits
NO	NO	(1) Railroad Underpasses
NO	NO	(2) Railroad Overpasses
NO	NO	(3) Railroad Grade Crossing (Replanking)
NO	NO	(4) Railroad Grade Crossing Warning Systems (Signals)
NO	NO	(5) Other Miscellaneous Sketches for Railroads
NO	NO	e. Traffic Signal Agreements
NO	NO	f. Exhibits for Traffic Signal Agreements
YES	NO	9. Estimate
YES	NO	10. Specifications and General Notes

EXHIBIT B

Scope of Services to be provided by the Engineer

SECTION 14 - ADDITIONAL RESONSIBILITIES

Easements, Letters of Permission, Etc.

The ENGINEER shall be responsible for delineating easements. The ENGINEER will be responsible for securing the necessary legal instruments.

Coordination of Utilities

The ENGINEER shall furnish the COUNTY prints of a project layout which will be distributed by ENGINEER to various utility companies to determine which utilities are in the limits of the project. These shall be preliminary layouts. Upon completion of the preliminary drainage plans and U&D sheets, the ENGINEER shall distribute to the various utility companies and request return. Upon return of these prints, the ENGINEER will schedule a meeting with the various utility companies to discuss potential conflicts and conformance with the State's Utility Accommodation Policy. The ENGINEER is responsible for coordination with the various utility companies for exposing potential conflicts and field ties to uncover utilities in potential conflict areas.

Meetings

Meetings will be held with the FHWA, State Officials, local governments, property owners, utility owners, railroad companies, other consulting firms, etc., as needed or required by the COUNTY. The ENGINEER shall coordinate through the COUNTY for the development of this project with any local entity having jurisdiction or interest in the project (i.e., city, county, etc).

Specifications, Special Provisions, Special Specifications

Use the State's standard specifications or previously approved special provisions and/or special specifications. If a special provision and/or special specification is developed for this project, it shall be in the State's format and incorporate references to approved State test procedures.

Project Manager/Engineer Communication

The ENGINEER shall designate one Texas Registered Professional Engineer to be responsible throughout the project for project management and all communications, including billing, with the COUNTY**'s** Director. Any replacements to the ENGINEER's designated Project Manager/Engineer must be approved by the COUNTY.

Engineering documents produced for the department's engineering projects shall be signed, sealed and dated or CADD sealed in accordance with Administrative Order No. 5-89 and Administrative Circular No. 26-91.

Design Responsibilities

The ENGINEER is responsible for design errors and/or omissions that become evident before, during or after construction of the project. The ENGINEER's responsibility for all questions arising from design errors and/or omissions will be determined by the COUNTY and all decisions shall be final and binding. This would include, but not necessarily be limited to:

1. All design errors and/or omissions resulting in additional design work to correct the errors and/or omissions.
2. Preparation of design documents and detail drawings necessary for a field change due to design errors and/or omissions.
3. Revision of original tracings to the extent required for a field change due to design errors and/or omissions.

The ENGINEER shall promptly make necessary revisions or corrections resulting from the ENGINEER's errors, omissions or negligent acts without additional compensation. Acceptance of the work by the COUNTY will not relieve the ENGINEER of the responsibility for subsequent correction of any such errors or omissions or for clarification of any ambiguities.

Document and Information Exchange

EXHIBIT B

Scope of Services to be provided by the Engineer

Data, Plan Sheets, General Notes and/or Specifications provided to the COUNTY shall be furnished on 8GB USB flash drives. Each 8 GB flash drive shall have a file titled Table of Contents. The Table of Contents shall indicate the locations of files within the directory structure of the documentation.

General Notes and specifications shall be provided in MS Office 2007 format. Plan sheets shall be provided in Microstation DGN or GEOPAK GPK format. PDF copies of plan sheets shall also be provided.

Two copies of the documentation shall be provided to the COUNTY.

If required, the ENGINEER shall provide to the COUNTY, a CD that contains all the plan sheets for the project. The graphics tape shall be compatible with the COUNTY's computer system.

CD Tape Required (YES or NO): YES

Proposal Time

The time indicated in the proposal and the contract shall include time necessary for reviews, approval, etc.

Office Location

The ENGINEER will perform the services to be provided under this agreement out of their office or offices listed below:

Service	Office Location
PS&E	Mission Office
Schematic	Mission Office
Environmental Document	Mercedes Office
ROW Acquisition	Mission Office

The work effort will be managed out of the Mercedes (City)

office located at 2100 West Expressway 83 (Address),

Mercedes (City), Texas (State).

EXHIBIT D
FEE PROPOSAL
On-Call Services for "Road and Bridge, C.I.P. and Other Projects in General"
Supplemental #1 to WA#5 - Yuma Avenue Extension Project

	Yuma Avenue Extension Project (Schematic Development, PS&E, ROW Acquisition & Environmental)	**MANHOURS**								
		Senior Project Manager	Senior Engineer	Project Engineer	Senior Environmental Scientist/ Specialist	CADD Operator/ GIS Analyst	Senior Engineering Technician	Admin / Clerical	L&G TOTAL HOURS	Total Line Item Cost
	CONTRACT RATE (FY 2016)	**224.58**	**186.08**	**137.96**	**157.21**	**70.58**	**96.25**	**64.17**		
1	Schematic Development	4	12	11			10		37	$ 5,611.34
2	Office Surveys for Schematic (Prel. Ownership Identification and Property Rights)	2	6	6			5	4	23	$ 3,131.33
3	PS&E (Estimated at 8% of Construction Cost)	26	58	60			32		176	$ 27,989.32
5	Utility Coordination	4	10	10			12		36	$ 5,293.72
6	Agreements/Outreach with HCID#2 for Permits and Bypass Concurrence	8	6	14			20		48	$ 6,769.56
7	Meetings & Coordination	14	10	8					32	$ 6,108.60
8	Phase I Environmental Study				38	19		11	68	$ 8,020.87
	Subtotal Hours	**58**	**102**	**109**	**38**	**19**	**79**	**15**	**420**	**$ 62,924.74**

Grand Total $ 62,924.74

AI-54904

Purchasing Department 20.
D. 4.

CC - REGULAR

Meeting Date: 06/07/2016

Submitted For: Eddie Cantu, COMM. PCT. #2 Submitted By: Erika Zamora, COMM. PCT. #2

Department: COMM. PCT. #2

Information

CAPTION

Approval of Supplemental Agreement No. 1 for L&G Consulting Engineers, Contract No. C-15-046-03-03 resulting in additional environmental services needed for the project (with an estimated cost increase of $35,035.52) for services under Work Authorization No. 4 for the Pct 2 Regional Linear Park Project.

BACKGROUND

Fiscal Impact

FISCAL YEAR:	2016	ACCT. #:	6-1200-452-00-122-110-0-740
FUNDS AVAILABLE Y/N?:	Y/Pending	MATCHING FUNDS Y/N?:	N

BUDGETARY IMPACT:

Funding pending approval of AI#54921 CC 6/7/16.

Attachments

Supplemental Agreement No. 1

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	06/03/2016 03:42 PM
Budget & Management	Veronica Ortiz	06/03/2016 03:51 PM
Final Approval	Monica Badillo	06/03/2016 05:21 PM

Form Started By: Erika Zamora Started On: 06/02/2016 05:23 PM

Final Approval Date: 06/03/2016

L&G Engineering
Transportation Consultants

June 2, 2016

Mr. Armando Garza, Jr., Chief Administrator
Attn: Ms. Erika Zamora, Director of Administrative Operations
Hidalgo County Precinct No. 2
300 West Hall Acres
Pharr, Texas 78589

RE: Pct 2 Regional Linear Park Project (C-15-046-03-03)
Supplemental No. 1 to Work Authorization No. 4

Dear Mr. Garza,

Attached for your review and approval is Supplemental No. 1 to Work Authorization No. 4 for the subject referenced project (Contract: C-15-046-03-03). This submittal is made to you in duplicate form for your further coordination with Commissioner Cantu.

A detailed description of the work to be provided under this supplemental is included in the attached Exhibit B.

Should you have any questions, please feel free to give me a call at (956) 585-1909.

Sincerely,

David A. Saenz, P.E., C.F.M.
Project Manager

cc: Mr. Jacinto Garza, P.E. – L&G Engineering

2100 W. Expressway 83 • Mercedes, TX 78570 • Office (956) 565-9813 • Fax (956) 565-9018
900 S. Stewart Rd., Ste. 9 • Mission, TX 78572 • Office (956) 585-1909 • Fax (956) 585-1927

THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

SUPPLEMENTAL AGREEMENT NO. 1
TO WORK AUTHORIZATION NO. 4
TO AGREEMENT FOR PROFESSIONAL SERVICES
C-15-046-03-03

This **SUPPLEMENTAL AGREEMENT** is made pursuant to the terms and conditions of Article 8 of the Agreement made by and between **HIDALGO COUNTY**, acting herein by and through the **Commissioner's Court**, hereinafter called the "**Owner**", and **L&G CONSULTING ENGINEERS, INC.** d/b/a **L&G ENGINEERING**, Professional Engineers of Mercedes, Texas, hereinafter called "**Engineer**".

WITNESSETH

WHEREAS, the **Owner** and the **Engineer** executed the **Agreement** on the 3rd day of March 2015 concerning engineering for the **Regional Linear Park Project** (hereinafter referred to as the "**Project**"); and,

WHEREAS, Article 8 of the **Agreement**, (Supplemental Agreements), establishes that the terms of this Agreement may be amended by supplemental agreement if the Owner determines that [...] (2) there has been a significant change in the scope, complexity or character of the services to be performed by the **Engineer**; and,

WHEREAS, it has become necessary to amend "Exhibit B – Services to be provided by the Engineer" of Work Authorization No. 4 to add additional environmental services needed for the Project; and,

WHEREAS, it has become necessary to amend "Exhibit D – Fee Proposal" of Work Authorization No. 4 to increase the original Work Authorization amount of **$569,547.12** to **$604,582.64**; therefore the amount of **Supplemental No. 1 is $35,035.52**.

A. AGREEMENT

NOW THEREFORE, premises considered, the **Owner** and the **Engineer** agree that said **Agreement** is amended as follows:

I. Sections of the Agreement, "EXHIBIT B – Services to be provided by the Engineer" and "EXHIBIT D – Fee Proposal", are revised to reflect the above listed modifications of this Supplemental.

All other provisions are unchanged and remain in full force and effect.

IN WITNESS WHEREOF, the Engineer and the Owner have caused this Supplemental Agreement to the Agreement for Professional Services to be executed as of the _____ day of _____, 2016.

THE ENGINEER:
ENGINEER

BY: _____

THE OWNER:
HIDALGO COUNTY

BY: _____
Ramon Garcia, County Judge

LIST OF ATTACHMENTS
Exhibit B
Exhibit D

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
YES	NO	(1) An Environmental Assessment shall be prepared, anticipating a Categorical Exclusion.
N/A	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	NO	a. A public involvement meeting(s)/hearing(s) shall be scheduled, coordinated and conducted.
YES	NO	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 (Phase I) Formal consultation with the State Historic Preservation Office (SHPO) and the Texas Historical Commission (THC) will be conducted by the COUNTY.
N/A	N/A	a. Historic Structure Studies A records search 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.
		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.

Services Provided By: ENGINEER	COUNTY	
		4. Noise and Air Quality Analyses
N/A	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 included in the environmental document for the project.
N/A	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 included in the environmental document for the project.
YES	NO	5. Ecological Investigations A wetland survey and if necessary, a wetland delineation shall be conducted and a "wetland finding" shall be provided if necessary. As part of the environmental phase of the project, the consultant should notify the District if it is believed that a Section 404 or Section 9 permit is required, and provide the technical data to the District for application to the U.S. Army Corps of Engineers and/or the U.S. Coast Guard. A determination should be made if there are potential federally listed endangered or threatened species that could be impacted. The District will be notified as soon as possible that Section 7 or 10 consultations may be required. Supporting data will be furnished to the district when consultation with the U.S. Fish and Wildlife Service is undertaken.
YES	NO	6. Hazardous Materials The consultant shall perform an Environmental Site Assessment for hazardous materials impact in accordance with the American Society for Testing and Materials (ASTM) 1528.93 (Transaction Screen Process).
YES	NO	7. General Guidelines for Preparation of Environmental Documents a. All technical reports will be submitted electronically to TxDOT through their FTP site. b. The CE Determination Form will be submitted to TxDOT electronically. c. The CE Determination Form will be prepared in accordance with the content and format of 23CFR771.117(c) and the TxDOT Administrative Code 43 TAC §2.81. d. The CE Determination packet will be submitted to TxDOT electronically through their FTP site. e. Upon completion and approval of the CE, 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. g. Exhibits in the environmental document shall be color copies and text shall be black and white.

EXHIBIT D
FEE PROPOSAL

Pct 2 Regional Linear Park Project
HIDALGO COUNTY PRECINCT #2

		MANHOURS										
		Senior Project Manager	Senior Engineer	Project Engineer	Senior Engineering Technician	Senior Environmental Scientist	ROW Administrator	Senior Environmental Scientist	Environmental Scientist	Admin / Clerical	L&G TOTAL HOURS	Total Line Item Cost
TASK												
	Supplemental #1 to WA #4 - Pct 2 Regional Linear Park Project Additional Environmental Services											
1	Environmental Document with TxDOT					200				56	256	$ 35,035.52
Subtotal Hours		**0**	**0**	**0**	**0**	**200**	**0**	**0**	**0**	**56**	**256**	
Hourly Base Rate		$ 70.00	$ 58.00	$ 43.00	$ 30.00	$ 49.00	$ 34.00	$ 43.00	$ 25.00	$ 20.00		
FY 16 Contract Hourly Rate w/ OH Mult. (178.12%) & Fixed Fee (12.00%)		$ 224.58	$ 186.08	$ 137.96	$ 96.25	$ 157.21	$ 109.08	$ 43.00	$ 25.00	$ 64.17		
Total Labor Costs		**$ -**	**$ -**	**$ -**	**$ -**	**$ 31,442.00**	**$ -**	**$ -**	**$ -**	**$ 3,593.52**		**$ 35,035.52**

Grand Total **$ 35,035.52**

AI-54928

Purchasing Department 20.
E. 1.

CC - REGULAR
Meeting Date: 06/07/2016
Submitted For: Marty Salazar, PURCHASING DEPT.
Submitted By: Letty Saenz, PURCHASING DEPT.
Department: PURCHASING DEPT.

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

b. Presentation of the scoring grid (for the purposes of ranking by CC) the firm graded & evaluated through the County's approved "pool" of Architectural Firms in connection to the **"Design and Construction of a New Mechanical Shop"** at **Hidalgo County Precinct 4**;

ARCHITECTURAL FIRMS

FIRMS	**ERO Architects**	**GMS Architects**	**Negrete & Kolar Architects, LLP**
Scores	98	95	93
Ranking			

c. Authority for the Purchasing Department to negotiate a professional (AIA form of Agreement) for Architectural Services for the purposes of the **"Design and Construction of a New Mechanical Shop"** at **Hidalgo County Precinct 4**, commencing with the No.1 ranked firm _____ for Architectural Services.

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

e. Presentation of the scoring grid (for the purposes of ranking by CC) the firm graded & evaluated through the County's approved "pool" of Engineering Firms in connection to the **"Construction Material Testing"** for **(job specific) Project: "Mile 17.5 (Paving & Drainage Improvements)** within **Hidalgo County Precinct 4;**

ENGINEERING FIRMS

FIRMS	**Terracon**	**Trinity Soils Investigation Laboratories, Inc. (TSI Laboratories)**	**Professional Service Industries, Inc. (PSI)**
Scores	98	97	95

Ranking			

f. Authority for the Purchasing Department to negotiate a professional engineering services agreement for the purposes of **"Construction Material Testing"** for **(job specific)** project: **Mile 17.5 (Paving & Drainage Improvements)** in **Hidalgo County Precinct 4,** commencing with the No.1 ranked firm _____ for **Engineering Services.**

g. Acceptance and approval of **Work Authorization No. 1** with an estimated cost of **($103,498.56)** as submitted by project engineer, **Dos Logistics, Inc.** for the purposes of Engineering Services for: **Brushline Road Improvements (for approximately 3.65 Miles from 3,000 Ft. North of Mile 22.5 Street to FM 490)** within **Hidalgo County Precinct No. 4**, in connection to (on call) agreement #**C-15-384-12-08.**

BACKGROUND

GRID-Architectural Services-Mechanical Shop
GRID-Engineering Services- Mile 17.5 (Paving & Drainage Improvements)
Work Authorization No. 1-Dos Logistics, Inc. (C-15-384-12-08) Brushline Road Improvement

---

Fiscal Impact

FISCAL YEAR: 2016 ACCT. #: TBD
FUNDS AVAILABLE Y/N?: N/A MATCHING FUNDS Y/N?: N/A

BUDGETARY IMPACT:

a-f: No budgetary impact at this time.

FISCAL YEAR: 2016 ACCT. #: 6-1287-431-30-124-151-4-721
FUNDS AVAILABLE Y/N?: Y MATCHING FUNDS Y/N?: Y

BUDGETARY IMPACT:

g: Funds available as of 6/6/16

Attachments

WA1-Dos Logistics Inc-Pct 4 (Brushline Rd)
GRID-Architectural Svcs(New Mechanical Shop)Pct 4
GRID-Engineering Svcs (CMT)job specific-Mile 17.5 (Paving & Dr Imp)Pct 4

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	06/03/2016 05:59 PM
Final Approval	Monica Badillo	06/03/2016 05:59 PM

Form Started By: Letty Saenz Started On: 06/03/2016 04:13 PM
Final Approval Date: 06/03/2016

HIDALGO COUNTY

Professional Engineering Services
Contract # C-15-384-12-08
Work Authorization Form

WORK AUTHORIZATION NO. 1

THIS WORK AUTHORIZATION is made pursuant to the terms and conditions of Section I.A. of the Agreement made by and between **HIDALGO COUNTY**, action herein by and through the **Commissioner's Court**, hereinafter called the "**Owner**," and, **DOS LOGISTICS, INC.,** professional engineers of **Weslaco, Texas**, hereinafter called "**Engineer**".

PART 1. SCOPE OF WORK

The purpose of this Work Authorization is for the **Engineer** to provide the proposed Brushline Road Improvemens for approximately 3.65 miles from 3,000 ft north of Mile 22 1/2 Street to FM 490.

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 **$ 103,498.56**. 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 3 of the Agreement.

PART 4. FUNDING

This **Work Authorization No.1** shall be funded through funding source:
Account No. _____
Requisition Number _____ **(MUST BE INCLUDED AFTER CC APPROVAL)**

PART 5. PERIOD OF SERVICE

This Work Authorization shall become effective on the date of final acceptance of the parties hereto, and terminate **upon completion of scopes of the work authorization.**

PART 6. RESPONSIBILITIES AND OBLIGATIONS

This Authorization does not waive the parties' responsibilities and obligations provided under the **Agreement**.

PART 7. ACKNOWLEDGEMENT AND CONFIRMATION

Acknowledgement and confirmation by **Hidalgo County Precinct #4,** Commissioner Joseph Palacios as to content and detail of this **Work Authorization No.1**.

HIDALGO COUNTY PRECINCT # 4

BY: _____
Hon. Joseph Palacios, Commissioner

PART 8. ACCEPTANCE AND APPROVAL

This Work Authorization is hereby accepted, approved by Hidalgo County Commissioners' Court on _____ as indicated below and effective as of ____ day of _____, 2016.

THE ENGINEER:
DOS LOGISTICS, INC.

BY: _____
Juan Gamez, P.E. , President/CEO

THE OWNER:
HIDALGO COUNTY

BY: _____
Hon. Ramon Garcia, County Judge

ATTEST:

BY: _____
Arturo Guajardo, Jr., County Clerk

LIST OF ATTACHMENTS

ATTACHMENT "A" - Service to be provided by the Owner
ATTACHMENT "B" - Services to be provided by the Engineer
ATTACHMENT "C" - Work Schedule
ATTACHMENT "D" - Cost Proposal

EXHIBIT "A"

Services to be provided by the OWNER

The following provides an outline of the services to be provided by the **OWNER** in the development of the Project.

The **OWNER** will provide to the **ENGINEER** the following:

(1) Authorization to the **ENGINEER** to begin work in accordance with Section 3 of this Agreement.

(2) Payment for work performed by the **ENGINEER** and the accepted by the **OWNER** in accordance with Section 6 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 that the **ENGINEER** cannot easily obtain.

(4) Provide any available relevant data the **OWNER** may have on file concerning the project.

(5) Provide timely review and decisions in response to the **ENGINEER'S** request for information and/or required submittals and deliverables, in order for the **ENGINEER** to maintain the agreed-upon work schedule prepared in accordance with Exhibit "C" of this Agreement.

(6) Attend and participate in progress meetings as required and as coordinated and conducted by the **ENGINEER**.

(7) Assist the **ENGINEER** in the preparation of the project mailing list; provide representation, a site and stenographer for the public meeting; additionally:

Public Meetings

(a) Approve Agenda and all Exhibits prior to public meetings.

(b) Approve Date and Location of the meeting
(c) Review / Approve Public Meeting Report.

(8) Attend the Preliminary Concept Conference coordinated and conducted by the **ENGINEER** and more particularly identified in Attachment "B" of the Agreement.

(9) Assist the **ENGINEER** as required in the coordination with the USAGE and the Federal Emergency Management Agency (FEMA) and any other coordinating agency or entity.

(10) Review and approve the Project design criteria.

(11) Review and approve change orders as required and prepared by the **ENGINEER.**

EXHIBIT "B"
HIDALGO COUNTY PRECINCT No. 4

Brushline Road Roadway Improvements

SCOPE OF SERVICES

To be Provided by the Owner

Project Startup

Recovery existing Right of Way

Review FEMA maps

Review Appraisal Maps

Topographic Survey and Engineering Design for Road and Drainage

Set up control points for Topographic Survey

ROW Recovery

Run Elevations points to this project Area

Set up Two (2) Bench Marks

Prepare Engineering Cost Estimate

Prepare Construction Plans,

Prepare Bid Package and Specification Book

Perform QA/QC

DOS Logistics
Brushline Road Paving Improvements

		Project Manager	Sr. Engineer	Project Engineer	Engineer Designer	Senior Designer	Designer	Tech III	Clerical
	Contracted Rates	$ 220.00	$ 200.00	$ 170.00	$ 149.00	$ 86.00	$ 80.00	$ 65.00	$ 58.00
TASK 145	PROJECT MANAGEMENT/ADMINISTRATION								
	TASK 145.01 - PROJECT MANAGEMENT AND COORDINATION								
	A) Coordinate, Execute and Administer Work Authorization								
	B) Progress Reports and Invoices								
	C) Record Keeping and File Management			4	4				
	D) Correspondence								
	E) Meetings (Hidalgo County, Utility Companies)			8	8				
	TASK 145 SUBTOTAL	0	0	12	12	0	0	0	0
TASK 160									
	TASK 160.1 - DESIGN CRITERIA COORDINATION								
	PS&E			8	12	16			
	TASK 160.1 SUBTOTAL	0	0	8	12	16	0	0	0
	TASK 160.2 - PLAN AND PREPARATION								
	Create Existing Contours			24	19.2075	24			
	Create Preliminary Design			20	20	24			
	Create Proposed Cross Sections			12	20	18			
	Create Existing and Proposed Typical Sections			18	18	28		14	
	Prepare Utilities Sheets			18	20	32		15	
	Prepare E&Q Tables			18	20	18			
	Prepare Details and Standard Sheets			9	22	18			
	WA/QC			7	24	16		15	14
	Prepare Specification Book			4	26				
	TASK 160.2 - SUBTOTAL	0	0	130	189.21	178	0	44	14
	TASK 160.3 - TOPOGRAPHIC SURVEY								
	Control Points								
	Basis Topographic Survey								
	TASK 160.2 - SUBTOTAL								
	TASK 160 SUBTOTAL	0	0	138	201.21	194	0	44	14
	TOTAL HOURS (DOS Logistics)	0	0	150	213.21	194	0	44	14
	Contracted Rates	$ 220.00	$ 200.00	$ 170.00	$ 149.00	$ 86.00	$ 80.00	$ 65.00	$ 58.00
	Total Labor Cost			$25,500.00	$31,767.92	$16,684.00	$0.00	$2,860.00	$812.00
	Total	$77,623.92							
	Engineering (7.5%)	$77,623.92							

GEOTECH NOT INCLUDED

PROJECT FEE ESTIMATE

CLIENT: Dos Logistics Inc

PROJECT: Brushline-Design Survey DATE: 6/2/2016

ID	ACTIVITY	HOURS						$			
		3-MAN CREW	CADD TECH	SURVEY TECH	RPLS	ADMIN	EXP	DIRECT SALARIES	DIRECT EXP @	INDIRECT EXP @	TOTAL
		141.6	71.6	74.5	115.4	60.64					
I. Design Surveys											
1.01	Perform Topo_Survey (x-sections)	65			8			**10,127.20**	**-**	**-**	**10,127.20**
1.02	Survey Research	76.9113			12			**12,275.44**	**-**	**-**	**12,275.44**
1.03	Cadd_ Drafting_Base Map	10		40	12						
1.04	Re-established existing streets r.o.w.	18			8			**3,472.00**	**-**	**-**	**3,472.00**
								-	**-**	**-**	**-**
								-	**-**	**-**	**-**
								-			
								-			
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								-	**-**	**-**	**-**
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								-	**-**	**-**	**-**
											-
											-
											-
	CONTINGENCY								**-**	**-**	**-**
999	SUBTOTAL	**169.9113**	**0**	**40**	**40**	**0**	**0.00**	**25,874.64**	**-**	**-**	**25,874.64**
TOTAL		**169.9113**	**0**	**40**	**40**	**0**	**0.00**	**25,874.64**	**-**	**-**	**25,874.64**

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Brush Line Road Improvements
Phase I

Engineering Schedule Summary	Duration Days	2016			
		June	July	August	September
Survey and Topographic Work	21				
Utility Coordination	30				
Preliminary Engineering	14				
Executive Design Plans	21				
QA/QC	7				
Specification Book	7				

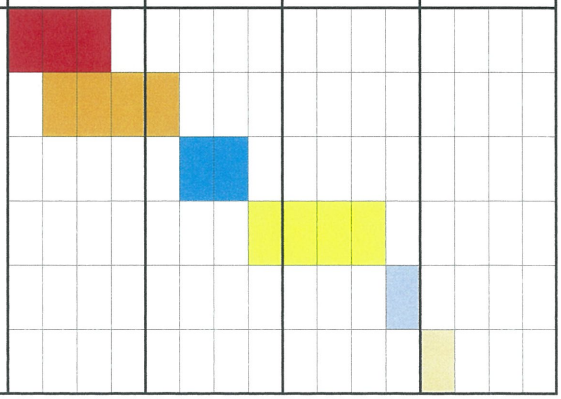

EXHIBIT "D"
COST PROPOSAL

Brushline RD Paving Improvements Phase I		
Construction Cost		$1,034,985.60
Basic Engineering Service	7.5%	$77,623.92
Field Design Survey Services	2.5%	$25,874.64
		$103,498.56

PROFESSIONAL ARCHITECTURAL SERVICES

for

"DESIGN & CONSTRUCTION OF A NEW MECHANICAL SHOP"

at

HIDALGO COUNTY PRECINCT No. 4

Scoring & Evaluation GRID

Engineering Firms

Total Scores	ERO Architects	GMS Architects	Negrete & Kolar Architects, LLP
Evaluator 1	98	95	93
RANKING			

Scoring/Evaluation-completed by HC Precinct No. 4-Lulu Lucio

NO CONFLICT DISCLOSURE FORM

Name of Government Officer/Employee: Maria D. Lucio

Title/Position: Executive Assistant

Contract for Goods/Services: _____

Name of Vendors contracting with OR seeking to contract with Hidalgo County:

1. Negrete & Kobar Architects, LLP
2. GMS Architects
3. ERO Architects
4. _____

In my review, grading, selection or approval of the above identified vendors, I hereby affirm that I have no conflicts to disclose (employment/business, family or gifts exceeding $100) in connection with the above identified vendor(s) as required by section 176 of the Texas Local Government Code.

Signed: Maria D. Lucio

Date: 06/03/16

PROFESSIONAL ENGINEERING SERVICES
Construction Material Testing Services
for
"MILE 17.5 (Paving & Drainage Improvements)" in
HIDALGO COUNTY PRECINCT No. 4

Scoring & Evaluation GRID

Engineering Firms

Total Scores	Terracon	Trinity Soils Investigation Laboratories, Inc. (TSI Laboratories)	Professional Service Industries, Inc. (PSI)
Evaluator 1	98	97	95
RANKING			

*Scoring/Evaluation-completed by HC Precinct No. 4-Lulu Lucio

NO CONFLICT DISCLOSURE FORM

Name of Government Officer/Employee: Maria D. Lucio

Title/Position: Executive Assistant

Contract for Goods/Services: Mile 17 1/2 Paving & Drainage Improvements - Unit

Name of Vendors contracting with OR seeking to contract with Hidalgo County:

1. Teracon
2. TSI
3. PSI
4. _____

In my review, grading, selection or approval of the above identified vendors, I hereby affirm that I have no conflicts to disclose (employment/business, family or gifts exceeding $100) in connection with the above identified vendor(s) as required by section 176 of the Texas Local Government Code.

Signed: Maria D. Lucio

Date: 6-3-16

AI-54696

Purchasing Department 20.
F. 1.

CC - REGULAR
Meeting Date: 06/07/2016
Submitted For: Marty Salazar, PURCHASING DEPT.
Submitted By: Sandra Montalvo, PURCHASING DEPT.
Department: PURCHASING DEPT.

Information

CAPTION

Presentation of sole/quote received from National Medical Services Inc. meeting all specifications and/or requirements for the purpose of award and approval of contract [but in no event to exceed $50K] for Request for Sealed Quotes titled: Hidalgo County Precinct Sheriff's Office-DNA Testing Lab Services-Project" RFSQ No:2016-174-04-27-SMA.

BACKGROUND

1. 3 Packets were sent out and/or were requested.
2. Sole response.
3. Contract document was reviewed and approved by Legal Counsel as to form.

Fiscal Impact

FISCAL YEAR: 2016 ACCT. #: 1100-421-00-280-001-0-339
FUNDS AVAILABLE Y/N?: MATCHING FUNDS Y/N?: y

BUDGETARY IMPACT:
$45,523.00 funds available as of 06/03/2016.

Attachments

Dept recommendation, Participation, Contract Document
Notarized & Acknowledged HB1295 - NMS
form 1295

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	06/03/2016 11:07 AM
Budget & Management	Veronica Ortiz	06/03/2016 01:57 PM
Final Approval	Monica Badillo	06/03/2016 05:59 PM

Form Started By: Sandra Montalvo Started On: 05/18/2016 04:16 PM
Final Approval Date: 06/03/2016

HIDALGO COUNTY PURCHASING DEPARTMENT
2812 S. BUSINESS HIGHWAY 281
NEW ADMINISTRATION BUILDING
EDINBURG, TEXAS 78539
(956) 318-2626/ FAX: (956) 318-2629

MEMORANDUM

(Department's Recommendation)

TO: **Eddie Guerra**
Hidalgo County Sheriff's Office

ATTN: **Juan Tapia, Procurement Specialist** **via email: Juan.Tapia@hidalgoso.org**

FROM: Sandra Montalvo, Buyer II
Hidalgo County Purchasing Department

DATE: May 18, 2016

RE: **AWARD RECOMMENDATION REQUEST:**
Bid No 2016-174-04-27-SMA-Hidalgo County Sheriff's Office-"DNA TESTING LAB SERVICES

We have **SOLE-BID RESPONSE** to the above mentioned project.. Refer to enclosed copy of bid response for your review and recommendation/non-recommendation. Please advise if you wish to proceed with this bid to award or do you wish to reject and re-advertise?

We would like to present your recommendation on the next Commissioner's Court Meeting: therefore, we need your response **May 19, 20116 @ 10:00 a.m. or if possible earlier.**

Please indicate your recommendation or any concerns on the space provided below and return to via email to: **sandra.montalvo@co.hidalgo.tx.us**.

AWARD TO VENDOR(S):	RECOMMENDATION (BASIS)
1. National Medical Services, Inc.	Sole Bid.
BUDGET ACCOUNT No: 6-1100-421-00-280-001-0-339	

AUTHORIZED SIGNATURE	PRINT NAME	DEPARTMENT	DATE
	Raul Cortez	Administration	5/19/16

If you should have any questions or need additional information please contact me at (956) 318-2626 ext. 4865

HIDALGO COUNTY PURCHASING DEPARTMENT
2812 S. BUSINESS HIGHWAY 281
NEW ADMINISTRATION BUILDING
EDINBURG, TEXAS 78539
(956) 318-2626/ FAX: (956) 318-2629

MEMORANDUM

(Department's Recommendation)

TO: **Eddie Guerra**
Hidalgo County Sheriff's Office

ATTN: **Juan Tapia, Procurement Specialist** **via email: Juan.Tapia@hidalgoso.org**

FROM: Sandra Montalvo, Buyer II
Hidalgo County Purchasing Department

DATE: May 18, 2016

RE: **AWARD RECOMMENDATION REQUEST:**
Bid No 2016-174-04-27-SMA-Hidalgo County Sheriff's Office-"DNA TESTING LAB SERVICES

We have **SOLE-BID RESPONSE** to the above mentioned project.. Refer to enclosed copy of bid response for your review and recommendation/non-recommendation. Please advise if you wish to proceed with this bid to award or do you wish to reject and re-advertise?

We would like to present your recommendation on the next Commissioner's Court Meeting: therefore, we need your response **May 19, 20116 @ 10:00 a.m. or if possible earlier.**

Please indicate your recommendation or any concerns on the space provided below and return to via email to: **sandra.montalvo@co.hidalgo.tx.us**.

AWARD TO VENDOR(S):	RECOMMENDATION (BASIS)
1. National Medical Services, Inc.	Sole Bid.
BUDGET ACCOUNT No: 6-1100-421-00-280-001-0-339	

AUTHORIZED SIGNATURE	PRINT NAME	DEPARTMENT	DATE
	Raul Cortez	Administration	5/19/16

If you should have any questions or need additional information please contact me at (956) 318-2626 ext. 4865

Zimbra **sandra.montalvo@co.hidalgo.tx.us**

FW: RFSQ 16-174-04-27-sma DNA Test Lab Serv. From National Medical Serv. Inc

From : Juan Tapia <juan.tapia@hidalgoso.org> Mon, May 09, 2016 11:51 AM

Subject : FW: RFSQ 16-174-04-27-sma DNA Test Lab Serv. From National Medical Serv. Inc

To : Sandra Montalvo <sandra.montalvo@co.hidalgo.tx.us>, Yolanda Velasquez <yolanda.velasquez@co.hidalgo.tx.us>

Cc : Myra Montoya <myra.montoya@hidalgoso.org>, Joel Castro <joel.castro@hidalgoso.org>, Rick Enriquez <rick.enriquez@hidalgoso.org>

Sandra/ Yoli,
Please award to sole bidder "National Medical Services, Inc." RFSQ 16-174-04-27 for DNA Lab. Test Services. Apply Acc. No. 6-1100-421-00-280-001-0-339.
Respectfully,

Juan Tapia
Procurement Specialist
Hidalgo Co. Sheriff's Office
Tel 292-2933

From: Joel Castro [mailto:joel.castro@hidalgoso.org]
Sent: Monday, May 09, 2016 11:16 AM
To: Juan Tapia
Subject: Re: RFSQ 16-174-04-27-sma DNA Test Lab Serv. From National Medical Serv. Inc

Award PO Agreement to sole bidder. We will see how they work out, thanks.
Joel Castro # 1115

From: "Juan Tapia" <juan.tapia@hidalgoso.org>
To: "Joel Castro" <joel.castro@hidalgoso.org>
Cc: "Rick Enriquez" <rick.enriquez@hidalgoso.org>, "Sandra Montalvo" <sandra.montalvo@co.hidalgo.tx.us>
Sent: Friday, May 6, 2016 4:04:53 PM
Subject: RE: RFSQ 16-174-04-27-sma DNA Test Lab Serv. From National Medical Serv. Inc

Mr. Castro,
Following our conversation, please confirm your recommendations, for our above mentioned project
I think we should award PO Agreement to sole bidder.
Respectfully,

Juan Tapia
Procurement Specialist
Tel 292-2933

HIDALGO COUNTY PURCHASING DEPARTMENT
PARTICIPATING BIDDER'S LOG

BID OPENING DATE: April 27, 2016 | **BID OPENING TIME: 11:00 A.M.**

DEPARTMENT/BID DESCRIPTION: *Hidalgo County Sheriff's Office-DNA Testing Lab Services*

BID NO.: 2016-174-04-27-SMA | **Buyer: Sandra Montalvo**

	NAME OF VENDOR COMPANY/FIRM	BID REQUEST *VIA	SIGNATURE (IF APPLICABLE) OR INITIALS OF STAFF	DATE	MAILING ADDRESS, PHONE No & E-MAIL ADDRESS
1)	**LABORATORY CORPORATION OF AMERICA HOLDINGS** Attn: Angie R. Miller	BLM	Sandra Montalvo	04/14/16	1440 York Court Burlington, North Carolina 27215 (800) 742-3944, Extension 67355 Fax: (336) 538-6572 turneg2@labcorp.com
2)	**NATIONAL MEDICAL SUPPLIES** Attn: Jacob Atar	EMR	Sandra Montalvo	04/14/16	3701 Welsh Road Willow Grove, PA 19090 Jacob.atar@nmslabs.com Jacob.atar@gmail.com Tel 800-522-6671 or 215-657-4900 xt 1236 Cell 215-205-0154
3)	**SORENSON FORENSICS** Attn: Pete Macchia	EMR	Sandra Montalvo	04/14/16	2511 South West Temple Salt Lake City, UT 84115 pmacchia@sorensonforensics.com Cell 801-828-6298
4)		EMR	Sandra Montalvo	04/14/16	
5)		EMR	Sandra Montalvo	04/14/16	
6)		EMR	Sandra Montalvo		
7)		EMR	Sandra Montalvo		

***VIA:**
IN PERSON (IP)
TELEPHONE REQUEST (TR)
BIDDER LIST MAIL OUT (BLM)
E-MAIL REQUEST (EMR)

HIDALGO COUNTY PURCHASING DEPARTMENT
ACCEPTANCE SHEET

Department Name/Description of Project: ***Hidalgo County Sheriff's Office–DNA Testing Lab Services"***

BID OPENING DATE: April 27, 2016	**BID OPENING TIME: 11:00A.M.**
BID No.: 2016-174-04-27-SMA	**BUYER: Sandra Montalvo**

NAME OF COMPANY	**Addendum 1**	**Acknowledgement Receipt**
1) **National Medical Services Inc.. (NMS)**	√	√
2)		
3)		
4)		

Zimbra **sandra.montalvo@co.hidalgo.tx.us**

Contract # C-16-174-06-07-National Medical Service Inc-HCSO (DNA Testing Services)

From : Leticia H. Saenz <leticia.saenz@co.hidalgo.tx.us>

Wed, Jun 01, 2016 01:41 PM

4 attachments

Subject : Contract # C-16-174-06-07-National Medical Service Inc-HCSO (DNA Testing Services)

To : Sandra Montalvo <sandra.montalvo@co.hidalgo.tx.us>

Cc : Martha Salazar <martha.salazar@co.hidalgo.tx.us>, Elena Gomez <elena.gomez@co.hidalgo.tx.us>

Sandra-

Per Ms. Marty, proceed with placing on the next CC agenda of (06/07/16) agreement and legal's approval (attached hereto) for agreement # C-16-174-06-07 with National Medical Service, Inc . for the purposes of: DNA Testing Services for the Hidalgo County Sheriff's Office.

Respectfully,

Leticia H. S aenz, CPPB/Contracts Manager
Hidalgo County Purchasing Department
2812 South Business Highway 281
Edinburg, Texas 78539
P (956) 318-2626 F (956) 318-2629
Email: leticia.saenz@co.hidalgo.tx.us

.. .D O N' T W O R R Y ... B E H A P PY.. .

undefined
343 B

undefined
343 B

01 C-16-174-06-07-National Medical Service Inc (DNA Testing Services)-HCSO.pdf
9 MB

052816-email frm legal-approved contract.pdf
104 KB

Zimbra **leticia.saenz@co.hidalgo.tx.us**

RE: Review & Approve as to form-Contract# C-16-174-06-07-National Medical Service Inc-HCSO(DNA Testing Svcs)

From : Steve Crain <scrain@atlashall.com> Sat, May 28, 2016 09:28 AM

Subject : RE: Review & Approve as to form-Contract# C-16-174-06-07-National Medical Service Inc-HCSO(DNA Testing Svcs) 1 attachment

To : 'Leticia H. Saenz' <leticia.saenz@co.hidalgo.tx.us>

The contract is fine however you may want to procure by bid or RFP in case you exceed the statutory limits.

From: Leticia H. Saenz [mailto:leticia.saenz@co.hidalgo.tx.us]
Sent: Friday, May 27, 2016 5:28 PM
To: Steve Crain <scrain@atlashall.com>
Cc: Martha Salazar <martha.salazar@co.hidalgo.tx.us>; Sandra Montalvo <sandra.montalvo@co.hidalgo.tx.us>
Subject: Re: Review & Approve as to form-Contract# C-16-174-06-07-National Medical Service Inc-HCSO(DNA Testing Svcs)

Mr. Crain-

In research of payment history to the previous vendor **"Cellmark"** for the same services, the company was paid **$9,828.74 (see attached)** in a period of a **two (2) year** agreement that commenced in 2014 and expired this year 2016. Therefore, it was advised that we proceed with **Request for Sealed Quotes (RFSQ)** and not Request for Sealed Bids (RFB), due to under the statutory limits.

Please advise if this agreement is good to go.

Respectfully,

Leticia H. Saenz, CPPB / Contracts Manager
Hidalgo County Purchasing Department
2812 South Business Highway 281
Edinburg, Texas 78539
P(956) 318-2626 **F**(956) 318-2629
Email: leticia.saenz@co.hidalgo.tx.us

...DON'T WORRY...BE HAPPY...

From: "Steve Crain" <scrain@atlashall.com>
To: "Leticia H. Saenz" <leticia.saenz@co.hidalgo.tx.us>
Sent: Thursday, May 26, 2016 12:58:09 PM
Subject: RE: Review & Approve as to form-Contract# C-16-174-06-07-National Medical Service Inc-HCSO(DNA Testing Svcs)

My concern is whether this contract will exceed the statutory bid limits.

From: Leticia H. Saenz [mailto:leticia.saenz@co.hidalgo.tx.us]
Sent: Thursday, May 26, 2016 11:48 AM
To: Steve Crain <scrain@atlashall.com>
Cc: Marynel Trevino <mntrevino@atlashall.com>; Sandra Montalvo <sandra.montalvo@co.hidalgo.tx.us>; Martha Salazar <martha.salazar@co.hidalgo.tx.us>; Elena Gomez <elena.gomez@co.hidalgo.tx.us>
Subject: Review & Approve as to form-Contract# C-16-174-06-07-National Medical Service Inc-HCSO(DNA Testing Svcs)

Good morning, Mr. Crain-

Please review and approve as to form agreement **# C-16-174-06-07** (attached hereto) with **National Medical Service, Inc.** for the purpose of: **DNA Testing Services** for the **Hidalgo County Sheriff's Office.**

*****Note: will be placing on the next CC agenda for final approval.***

Please advise.

Respectfully,

Leticia H. Saenz, CPPB / Contracts Manager
Hidalgo County Purchasing Department
2812 South Business Highway 281
Edinburg, Texas 78539
P(956) 318-2626 **F**(956) 318-2629
Email: leticia.saenz@co.hidalgo.tx.us

...DON'T WORRY...BE HAPPY...

image001.gif
345 B

THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

SERVICE CONTRACT
C-16-174-06-07

THIS CONTRACT is made and entered into this **7th** day of **JUNE, 2016** by and between the **County of Hidalgo, Texas** ("County") and **National Medical Services, Inc.** ("Company").

WHEREAS, Company responded to notices for Request for Sealed Quotes (RFSQ) for: **"DNA TESTING SERVICES" (on an as needed basis)** (the "Services"); and

WHEREAS, Company submitted a sealed quote to provide services in accordance with Exhibit "A" Request for Sealed Quotes (RFSQ) Procurement Packet attached hereto respectively, and incorporated herein for all purposes of (the "RFSQ"); and;

WHEREAS, in recognition of and in consideration of Company's agreement to perform the Services in accordance with Specifications within Exhibit "A" Request for Sealed Quotes (RFSQ) Procurement Packet, the Commissioners Court of County awarded the sealed quote to Company.

NOW, THEREFORE, in mutual consideration of the foregoing and the further consideration of the following, the parties hereto agree as follows:

1. County and Company hereby agrees that this Contract is entered into in order to provide the Services to **Hidalgo County**. This Contract does not extend to any third parties any duties or benefits conferred in any manner hereunder or otherwise.

2. Company hereby promises and agrees to render and provide, during the term of this Contract, and shall be obligated to render and provide the Services in accordance with the Specifications contained in Exhibit "A" Request for Sealed Quotes (RFSQ) Procurement Packet within **Hidalgo County** following a request for Services by the **Hidalgo County Sheriff's Office**.

Company agrees in performing the Services that it will use proper professional standards, comply with any and all appropriate laws and regulations in providing the Services, and devote such time as is necessary to safely and efficiently provide the Services. Further Hidalgo County reserves the right to request these services from other sources other than the successful vendor and shall not be in violation of any terms or conditions of said contract.

3. This Contract shall be for a period of **one (1) year**, commencing on **JUNE 7, 2016** and expiring on **JUNE 6, 2017** and County also reserves the right to continue this sealed quote for an additional sixty (60) day grace period at the end of the Contract term for unforeseen delay of award for the next term and contingent upon cost remaining unchanged.

4. As a condition of this Contract, Company shall hold and maintain throughout the term of this Contract all licenses and permits required, or which may be required by any authority during the term hereof to provide the Services.

5. All trucks or vehicles operated by the Company to perform the Services shall contain all equipment required by any authority to operate on streets and roads and all persons in the employ of Company who operate such trucks or vehicles shall have the required licenses, qualifications, skill and expertise to perform such Services and shall comply with all laws, rules and regulations prescribed by any agency or authority having jurisdiction with regard to the operation of such trucks or vehicles in providing the Services.

6. As consideration for rendering the Service provided for in this Contract, the County agrees to pay Company the amounts specified in Exhibit "B" attached hereto payable against written invoice submitted by Company.

7. Company shall provide insurance in force on all its vehicles and all persons connected with providing services under this Contract naming County as an additional insured (with

the coverages and in the amounts described on Exhibit "C" attached hereto and incorporated herein at this point for all purposes), and shall furnish to County certificates of such insurance coverage.

8. Company shall provide a sufficient number of trucks, vehicles, personnel and equipment available to safely and efficiently provide the Services.

9. Company shall indemnify and hold harmless County, its elected officials, employees and agents from any and all claims, damages, losses, and expenses including attorney's fees for the defense of any action against County arising out of, resulting from, or connected with the provision of the Service by Company under this Contract. Said indemnity shall cover any act or failure to act by the Company, its agents or employees.

10. This Contract shall not be assignable in whole or in part by either party without prior written consent of the other party.

11. It is expressly agreed that this Contract and the performance by the parties hereunder does not create any agency relationship or master-servant relationship that County has no supervision of the performance of the Services provided by Company, and that Company is an independent contractor under this Contract.

12. Any notice required or permitted to be given hereunder shall be in writing and shall be delivered personally or sent by certified mail, postage prepaid, as set forth below:

If to County: County of Hidalgo
Attn: County Judge
302 West University Drive
Edinburg, Texas 78539

If to Company: **National Medical Services, Inc.**
Attn: Pierre G. Cassigneul
3701 Welsh Road
Willow Grove, PA 19090

13. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

14. This Agreement may be terminated by County without cause upon thirty (30) days written notice.

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

16. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas and shall be performable in Hidalgo County.

17. **Commitment of Current Revenues Only**. In the event that, during any term hereof, the Commissioners Court does not appropriate sufficient funds to meet the obligations of County under this Agreement, County may terminate this Agreement upon ninety (90) days written notice to Company. County agrees, however, to use reasonable efforts to secure funds necessary for the continued performance of this Agreement. The parties intend this provision to be a continuing right to terminate this Agreement at the expiration of each budget period of County pursuant to the provisions of Tex. Loc. Govt. Code Ann. ' 271.903 (Vernon Supp. 1996).

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

19. **Immunities.** Nothing in this Contract is intended to and County does not hereby waive, release or relinquish any right to assert any of the defenses County enjoys by virtue of the state or federal constitution, laws, rules or regulations, and any sovereign, official or qualified immunity available to County as to any claim or action of any person, entity, or individual against County.

WITNESS our hands in duplicate originals this _____day of _____, 2016.

Approved by Commissioner's Court: _____, 2016.

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

By:_____
Stephen L. Crain, Attorney

COUNTY OF HIDALGO

By:_____
Ramon Garcia, County Judge

COMPANY:
NATIONAL MEDICAL SERVICES, INC.

By:_____

Printed Name: Pierre G. Cassigneul

Title: President/CEO

ATTEST:

By: _____
Arturo Guajardo, Jr., County Clerk

EXHIBIT “A”

REQUEST FOR SEALED QUOTES (RFSQ) PROCUREMENT PACKET

Hidalgo County Purchasing Department
New Administration Building
2812 S. Business Highway 281
Edinburg, Texas 78539
(956) 318-2626/ Fax: (956) 318-2629

April 14, 2016

Participant's name

Address

City

State, Zip Code

Re: ***Hidalgo County Sheriff's Office***
Request for Sealed Quote-*"DNA Testing Lab Services"*
RFSQ No: 2016-174-04-27-SMA

Dear Prospective Bidders:

Enclosed please find a Request for Sealed Quote (RFSQ) packet for your review and consideration.

Hidalgo County Purchasing Department welcomes and appreciates your participation in the bidding process.

If any further assistance is required, please do not hesitate to call the Purchasing Department 956/318-2626.

Sincerely,

Sandra Montalvo

Sandra Montalvo
Hidalgo County Purchasing, Buyer II
Enclosures

Hidalgo County Purchasing Department
2812 S. Business Highway 281
Edinburg, Texas 78539
(956) 318-2626/ Fax: (956) 318-2629

REQUEST FOR SEALED QUOTE (RFSQ)

Hidalgo County Sheriff's Office

"DNA Testing Lab Services"

Bid No: 2016-174-04-27-SMA"

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Item	Description	No. of Pages
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5.	Exhibit "C" -Insurance Requirements	4
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7.	Vendor/Bidder Application and W-9 form	6
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9.	Draft Service Contract	9

The above-mentioned items shall be found in the Request for Sealed Quote (RFSQ) packet that is attached herewith. Should you find that any of the items are not attached in its entirety please contact Purchasing by calling (956) 318-2626 or via email to sandra.montalvo@co.hidalgo.tx.us, and advise of missing documentation.

Thank you.

Sandra Montalvo, Buyer II

April 14, 2016
Date

RFSQ No: 2016-174-04-27-SMA	Buyer: Sandra Montalvo	Tel. No: (956) 318-2626

REQUEST FOR SEALED QUOTES (RFSQ)

HIDALGO COUNTY SHERIFF'S OFFICE

"DNA Testing Lab Services"

RFSQ No: 2016-174-04-27-SMA

RFSQ OPENING DATE: April 27, 2016 @ 11:00 a.m.

Contact Person:
Martha L. Salazar, CPPB,Purchasing Agent
Hidalgo County Purchasing Department
Physical location: 2802 S. Business Highway 281
Postal/Mailing: 2812 S. Business Highway 281
Edinburg, Texas, 78539
956 318-2626

Form HCPD-03

1) Sealed Quotes will be received for ***Hidalgo County Sheriff's Office-"DNA Testing Lab Services"*** in accordance with the specifications attached as Exhibit "A" hereto. Sealed Quotes should address all specifications set forth. Participants 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 specifications. Hidalgo County reserves the right to reject the deviation and its effect on the overall quote.

2) **One (1) original and Three (3) copies** of all Sealed Quotes are required with the participants name and return address clearly typed/printed on upper left hand corner and the proper notation clearly typed/printed on the lower left hand corner of the envelope and/or package: **RFSQ No.:2016-174-04-27-SMA-*Hidalgo County Sheriff's Office–"DNA Testing Lab Services"*** and in County's Purchasing Department, Physical location: 2802 S. Business Highway 281 Postal/Mailing: 2812 S. Business Highway 281, New Administration Building, Edinburg, Texas, on or **before 11:00 a.m.,WEDNESDAY, April 13, 2016.**

NO FACSIMILES OR LATE ARRIVALS WILL BE ACCEPTED. ANY RFB RECEIVED AFTER THAT TIME WILL NOT BE OPENED AND WILL BE RETURNED. OVERNIGHT MAIL MUST ALSO BE PROPERLY LABELED ON THE OUTSIDE OF EXPRESS ENVELOPE OR PACKAGE WITH REFERENCE TO REQUEST FOR RFSQ NO.:-2016-174-04-27-SMA-*Hidalgo County Sheriff's Office–"DNA Testing Lab Services".*

Hidalgo County reserves the right to refuse and reject any/all RFSQ and to waive any/all formalities or technicalities, or to accept the RFSQ 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 RFSQ that it deems necessary to accommodate budgetary and/or operational requirements; B) . reject any or all sealed quotes submitted and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best RFSQ for approval; and C). Award the RFSQ to one participant or to multiple participants if the County determines it is in its best interest to do so."

4) The participant shall not substitute items named in the RFSQ without the express written consent of Hidalgo County.Failure of the delivered item(s) to perform as specified, or failure to meet the stated delivery schedule shall release Hidalgo County from all obligations to the contracting party with regard to the item(s) in question. In such event, County may elect to award the contract to the next-lowest responsible participant or to reject all sealed quotes and re-advertise.

5) **For work to be performed at a County owned or operated location, each participant shall, in its sole discretion, visit the job site before preparing the RFSQ and thoroughly familiarize himself/herself with existing conditions. Participant should take field dimensions and note all circumstances which affect the dollar amount of the RFSQ.**

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, participant are required to include illustrations, specifications, explanation of warranties, and service data with their sealed quote including catalogue numbers and any necessary references.

7) No RFSQ may be withdrawn within thirty (30) days from the scheduled time to open sealed quotes.

8) Proposed prices are to remain firm for a minimum of ninety (90) days after RFSQ opening.

9) Any interpretations, amendments, corrections or changes to this RFSQ 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 Sealed Quotes. Participant shall acknowledge receipt of all addenda as a part of their RFSQ.

10) County reserves the right to accept or reject any or all sealed quotes.

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 sealed quote or contract hereunder will not be construed to create a debt of the County which is payable out of funds beyond the current fiscal year.

14) Upon award and prior to execution of a contract, Sole Proprietorships are required to submit a copy of their social security cards to the Hidalgo County Auditor's Office in order to establish an account with the County. All awarded vendors must submit a completed W-9 and a copy o their Federal ID Number Certificate.

15) DELIVERY INSTRUCTIONS FOR ANY GOODS AND SERVICER:

- No deliveries accepted after 3:00 P.M., Monday-Friday.
- At least seventy two (72) hours prior notice of delivery must be given to Martha L. Salazar, Purchasing Agent before delivery will be accepted.
- If you need additional information call the office listed below:

Hidalgo County Purchasing Department
Martha L. Salazar, Purchasing Agent
(956) 318-2626

16) BILLING AND PAYMENT INSTRUCTIONS:

- Invoices must include:
  a) Name and address of successful participant
  b) Name and address of receiving department or official
  c) Purchase Order Number (if any)
  d) Notation-**Hidalgo County Sheriff's Office-"DNA Testing Lab Services"** Descriptive information as to the items or services delivered, including product code, item number, quantity, etc.
- Discount payments will be considered when offered.
- Contact person for Billing and Payment questions:

Hidalgo County Sheriff's Office
711 El Cibolo Road

Edinburg Texas 78539
ATTN.: Eddie Guerra
(956) 383-8114

17) SCHEDULE OF EVENTS:

Sealed Quotes Opening, 11:00 AM	**April 27, 2016**
Award of Contract	_____ ,2016
Commence Work or Deliver Products	_____, 2016

~~18) SEALED QUOTES OR PERFORMANCE BOND AND DEBARMENT CERTIFICATION; PAYMENT UNDER CONTRACT (if applicable):~~

- ~~If the contract proposed is for the construction of public works or is for a contract for goods & services exceeding $100,000, all participants shall furnish a good and sufficient bid bond in the amount of five percent of the total contract price. A bid bond must be executed with a surety company authorized to do business in Texas.~~

- ~~Together with the signing of a contract or issuance of a purchase order following the acceptance of a bid, and prior to commencement of the actual work, the participant shall furnish a performance bond to the County for the full amount of the contract, if that contract exceeds $50,000.~~

- ~~If the contract is for $50,000 or less, no money will be paid to the contractor until completion and acceptance of the work or the fulfillment of the purchase obligation to the County, and, if applicable, the receipt by County of satisfactory evidence that all subcontractors and material men have been paid.~~

- ~~If a contract is for the construction, alteration or repair of public buildings or public works, the contractor *shall* provide a payment bond for a contract in excess of Twenty Five Thousand Dollars ($25,000.00), as required by Tex. Govt. Code Ch. 2253.~~

- ~~For requirements contracts, bond requirements are determined by applying the proposed unit price to the estimated quantities included in the specifications.~~

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.

NOTICE:

ALL COMMUNICATIONS BY A VENDOR TO THE COUNTY, ITS OFFICIALS, AND DEPARTMENT HEADS REGARDING THIS PROCUREMENT SHALL BE DONE THROUGH THE HIDALGO COUNTY PURCHASING DEPARTMENT.

20) DISCLOSURE OF CONFLICT OF INTEREST

- Effective January 1, 2016, 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-1, the vendor, person, consultant or contractor's affiliation or business relationship that might cause a conflict of interest with the County. By law, the CIQ must be filed with the Hidalgo County Clerk's Office no later than the seventh business day after the date the person becomes aware of facts that require that statement to be filed. The disclosure requirement applies to a person or business who contracts or seeks to Contract with Hidalgo County for the sale or purchase of property, goods or service. Any purchase order or contract resulting from this process shall be considered null and void if the successful bidder fails to comply with Texas Local Government Code Chapter 176. Vendors, consultants, contractors and others who desire to conduct business with Hidalgo County are encouraged to refer to Texas Local Government Code Chapter 176 for the details of this law. An offense under Texas Local Government Code Chapter 176 is a Class C Misdemeanor.

Completed Form CIQ must be submitted to the Hidalgo County Clerk's Office located at 100 N. Closner, Edinburg, Texas 78539 - Hidalgo County Courthouse.

COMPLETION AND SUBMISSION OF FORM CIQ IS THE SOLE RESPONSIBILITY OF THE PROSPECTIVE PARTICIPANT. (WHEN APPLICABLE BY STATUTE). QUESTIONS REGARDING COMPLIANCE SHOULD BE DIRECTED TO YOUR LEGAL COUNSEL.

21) CERTIFICATE OF INTERESTED PARTIES (FORM HB1295)

As of January 1, 2016, to comply with Texas Government Code Section §2252.908, and the rules issued by the Texas Ethics Commission found in Title 1, Section 46.1, 46.3 and 46.5 of the Texas Administrative Code, we have updated and revised our RFSQ packet. In accordance with these requirements, business must submit a completed Certificate of Interested Parties Form 1295 to the County before the County may enter into a contract with the business entity. In box 3 of Form 1295, you will provide the RFB Project No., as shown on the packet. Once completed and filed with the Texas Ethics Commission, Form 1295 must be printed, signed in the presence of a notary, and submitted to our office either by facsimile transmission to (956) 292-7612 or via email to: sandra.montalvo@co.hidalgo.tx.us, Hidalgo County cannot enter into a contract until Form 1295 is submitted. Therefore, failure to timely submit Form 1295 signed and notarized may result in delay of award. Full instructions for completion and submittal of Form 1295 may be found on the Texas Ethics Commission website:

https://www.ethics.state.tx.us/tec/1295-Info.htm

THE AWARDED VENDOR WILL HAVE THIRTY (30) DAYS TO SUBMIT THE SIGNED NOTARIZED FORM 1295. *HIDALGO COUNTY CANNOT ENTER INTO A CONTRACT UNTIL FORM 1295 IS SUBMITTED.*

22) If, during the life of any contract or RFSQ awarded, the successful participant's net prices generally available to other customers for items awarded herein are reduced below the contracted price, it is understood and agreed that the benefits of such reduction shall be extended to County.

23) RFSQ 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

24) Minimum Standards For Responsible Prospective Participant: A prospective participant must affirmatively demonstrate participants responsibility. A prospective participant, by submitting a Sealed Quotes, represents to County that it meets the following requirements:

- Possess or is able to obtain adequate financial resources as required to perform under the RFSQ;
- 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.

25) Successful participant will pay or cause to be paid, without cost or expenses to County, all FICA, FUTA/SUTA and Federal Income Withholding Taxes of all employees, and all wages and benefits as required by Federal or State law. Successful participant 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.

26) Any contract award to a successful participant's 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.

27) County reserves the right to enforce performance of any contract awarded hereunder in any manner prescribed by law or deemed to be in the best interest of the County in the event of breach or default by successful participant; County reserves the right to terminate any contract immediately in the event a successful participant fails to:

a) Meet schedules;
b) Pay any required fees or taxes; or
c) Otherwise perform in accordance with the specifications.

28) Successful participant shall defend, indemnify and save harmless County and all its elected officials, officers, agents and employees from all suits, actions, or other claims of any character, name and description brought for or on account of any injuries or damages received or sustained by any person, persons, or property on account of any negligent act or fault of the successful participant, or of any agent, employee, subcontractor or supplier of successful participant in the execution of, or performance under, any contract which may result from RFSQ award or which arises from any event or casualty happening on or within County premises themselves or happening upon or in any halls, elevators, entrances, stairways or approaches of or to such County facilities. Successful participant shall pay any judgment with costs, which may be obtained against County growing out of such injury or damages, and shall, upon request, provide a defense to County by counsel reasonably acceptable to County. Successful participant's indemnity

hereunder shall include, but is not limited to, claims relating to patent, copyright or trademark infringement, and the like, arising out of the goods and services provided by successful participant.

29) Successful participant shall warrant that all items/services shall conform with the specifications and/or all warranties provided under the Uniform Commercial Code and be free from all defects in material, workmanship and the like. Items supplied under a contract pursuant to this Request for Sealed Quotes shall be subject to County's approval. Items found to be defective or not meeting specifications shall be replaced by successful participant within two business days at no expense to County. Items not picked up within one (1) week after notification shall be deemed a donation to County and may be used or disposed of at County's discretion and without waiver of any other rights of County as to the item's nonconformity.

30) This document and any disputes arising hereunder shall be governed and construed according to the laws of the State of Texas, and will be performable exclusively in Hidalgo County, Texas.

31) The successful participant shall not assign, sell, transfer or convey its rights under any awarded contract, in whole or in part, without the prior written consent of County.

RFSQ
For
HIDALGO COUNTY SHERIFF'S OFFICE
"DNA Testing Lab Services"

To: Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
Physical location: 2802 S. Business Highway 281
Postal/Mailing: 2812 S. Business Highway 281
Edinburg, Texas, 78539

In accordance with the Specifications, and subject to all laws and regulations of the United States and state and local laws, the undersigned participant proposes and commits to furnish all labor, equipment, material, software and services as set forth in the documents hereinbefore mentioned. The undersigned participant further agrees, upon acceptance of its Sealed Quotes, to execute a contract and/or Purchase Order issued by Hidalgo County for performing and completing the work described in the Specifications within the time stated and for the prices proposed in the documents attached hereto and made a part hereof.

Participant acknowledges receipt of all of the pages of the documents referenced in the Invitation to Sealed Quotes Checklist presented in connection with this procurement. Participant understands that Hidalgo County reserves the right to reject any or all Sealed Quotes and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best Sealed Quotes.

Participant agrees that this sealed quote shall be good and may not be withdrawn for a period of thirty (30) calendar days after the scheduled closing time for receiving sealed quotes, as contained in the Specifications.

Respectfully submitted,

Participant: _____

Address: _____

By: _____

Printed Name: _____

Title: _____

EXHIBIT "A"

Specifications/Requirements
Hidalgo County Sheriff's Office
"DNA TESTING LAB SERVICES"
RFSQ No: 2016-174-04-27-SMA

SCOPE

Hidalgo County **Sheriff's Office** is requesting sealed quotes for ***"DNA TESTING LAB SERVICES"*** but in no event to exceed the $50,000.00 statutory bid limit including, but not limited to the following for such, services on an **"As Needed Basis".**

SERVICE LOCATION:
711 El Cibolo Road, Edinburg, Texas 78542.

Vendor's Minimum Qualifications:

Interested and qualified vendors that meet the minimum qualifications stated below are invited to submit sealed quote response for DNA extraction from biological fluids (blood, semen, hair, cellular material and as well as bone, teeth, muscular tissue, etc).

1) Vendor must have a DNA Testing Laboratory that is accredited by the American Society of Crime Laboratory Director's-Laboratory Accreditation Board (ASCLD/LAB).This must be demonstrated by the submission of a copy of the most current valid accreditation documentation.

2) Vendor must have a DNA Testing Laboratory that complies with the standard for quality assurance program for DNA analysis, issued by Forensic Quality Services International (FQS-I).This must be demonstrated by the submission of its most recent external audit documentation.

3) Vendor must have accreditation by the Director of the Texas Department of Public Safety (DPS). This must be demonstrated by the submission of a copy of the most current valid accreditation documentation.

4) Vendor must have at least a three (3) year history of successful past performance in forensic criminal DNA testing in a DNA Testing Laboratory. Vendor must provide documented experience with mixed stain casework analysis and batch casework.

5) Vendor's DNA Testing Laboratory is required to have the capability to perform STR, Y-STR, Minifiler, and Mitochondrial DNA testing.

6) Vendor must have a DNA Testing Laboratory that can conduct DNA extraction from biological fluids (blood, semen, hair, cellular material and as well as bone, teeth, muscular tissue).

7) Vendor must have a DNA Testing Laboratory that can conduct Paternity Testing and Sexual Assault Testing.

8) Vendor must have a DNA Testing Laboratory that can conduct a comparison of DNA profile from a known source to DNA profile from an unknown source.

9) Vendor shall provide Expert Witness Testimony and Consultations of DNA testing on casework.

10) Vendor must have three (3) references, each reference from a different law enforcement agencies or
government crime laboratories that can attest to the criteria stated.
   a) Company
   b) Contact Person
   c) Phone Number
   d) Worked Preformed
   e) Contract Term

11) Vendor must provide a turn around time, complete DNA analysis, within 21-28 business days.

12) Vendor must have a representative within the State of Texas to maintain a chain of custody.

TERMS & CONDITION:

1) The initial contract term for this project will be for one (1) year with the County's option to extend for an additional sixty (60) day grace period, under the same rates, terms and conditions at the end of the contract term for unforeseen delays.

2) County will seek purchases from state awarded vendors whenever it is, its best interest to do so.

3) Bid award will be made to the lowest, responsive, responsible bidder meeting all specifications and/or requirements.

4) After bid is awarded and successful awarded vendor defaults in meeting the general instructions to bidders(s) and/or in complying with the contract agreement, Hidalgo County reserves the right to seek the services of the next lowest bidder(s). In such event, Hidalgo County shall charge the successful bidder the difference for any additional cost to the County.

5) Hidalgo County reserves the right to add or delete sites during the term of the contract under the same rates and conditions.

6) Any contract awarded to a successful bidder will be in effect until;
   a) The contract expires
   b) Delivery acceptance of products and/or performance of services ordered, or
   c) Terminated by County with thirty (30) days written notice prior to be cancellation.

7) Hidalgo County reserves the right to award the bid to ***MULTIPLE*** bidders if the County determines it is in its best interest to do so.

8) Vendor must provide and maintain proof of Automobile, General and Worker's Compensation Insurance's (Refer to Exhibit-A, Insurance Requirements).

9) Hidalgo County reserves the right to reject any/all sealed quote, to waive any/all formalities or technicalities, or to accept the bid considered the best and most advantage to the County.

10) Hidalgo County reserves the right to hold sealed quotes for a period of ninety (90) days without taking any action.

11) Successful vendor will indemnify and hold harmless the County, and its officers, Officials, and employees, agents and attorneys for any/ and or all claims and expenses arising out of or related to the performance of the contract awarded pursuant hereto.

12) County, upon request, shall be furnished with samples of all proposed containers, together with written construction specifications for the same.

ADDITIONAL INFORMATION:

All costs and expenses associated with the preparation and submission of sealed quote shall be the responsibility of the bidder and no reimbursements for such charges or expenses shall be passed on to Hidalgo County.

RFSQ QUESTIONS:

Information regarding this project can be addressed in writing, to the Hidalgo County Purchasing Department. Hidalgo County is also requesting that any and all questions, inquiries and clarifications regarding quotes, bids, proposal or statement of qualifications be addressed to Martha L. Salazar, CPPB, Purchasing Agent, **Attn: Sandra Montalvo AT 2802 SOUTH BUSINESS HWY 281, EDINBURG, TEXAS 78539. TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.**

ALL WRITTEN INQUIRIES WILL BE ACCEPTED VIA EMAIL TO sandra.montalvo@co.hidalgo.tx.us and leticia.saenz@co.hidalgo.tx.us BY NO LATER THAN, WEDNESDAY, April 20, 2016 AT 5:00 P.M., AND RESPONSES TO SAID INQUIRIES WILL BE SENT TO ALL APPLICANTS VIA EMAIL BY NO LATER THAN FRIDAY, April 22 , 2016 AT 5:00 P.M.

EXHIBIT "B"

Sealed Quote Page

Hidalgo County Sheriff's Office

"DNA Testing Lab Services"

RFSQ No: 2016-174-04-27-SMA

NIGP Commodity Code: 961-48-16 Lab & Field Testing Svc. Lab Analysis for DNA

Vendor must thoroughly fill in each section of the Exhibit "B" (if applicable). **INCOMPLETE** submittals shall be considered a probable cause for disqualification. All backup documentation required to comply with the sealed quote as stated herein will be attached to this offer page)

DNA Analysis Time within 21-28 Business Days			Y_____ N_____	
TYPE OF TEST				
BIOLOGICAL FLUIDS	**STR**	**Y-STR**	**MINIFILER**	**MITOCHONDRIAL analysis time within 60 days**
Blood				
Semen				
Hair				
Cellular Materials				
Bone				
Teeth				
Muscular Tissue				
Paternity Testing				
Sexual Assault Testing				
DNA Profile From Known Source To Unknown Source				

EXHIBIT "B"

Sealed Quote Page

Hidalgo County Sheriff's Office

"DNA Testing Lab Services"

RFSQ No: 2016-174-04-27-SMA

NIGP Commodity Code: 961-48-16 Lab & Field Testing Svc. Lab Analysis for DNA

1) REFERENCES INFORMATION

COMPANY NAME:	
ADDRESS:	
PHONE NO'S:	
E-MAIL ADDRESS:	
WORKED PERFORMED:	
CONTRACT TERM	

2) REFERENCES INFORMATION

COMPANY NAME:	
ADDRESS:	
PHONE NO'S:	
E-MAIL ADDRESS:	
WORKED PERFORMED:	
CONTRACT TERM	

3) REFERENCES INFORMATION

COMPANY NAME:	
ADDRESS:	
PHONE NO'S:	
E-MAIL ADDRESS:	
WORKED PERFORMED:	
CONTRACT TERM	

4) REFERENCES INFORMATION (OPTIONAL)

COMPANY NAME:	
ADDRESS:	
PHONE NO'S:	
E-MAIL ADDRESS:	
WORKED PERFORMED:	
CONTRACT TERM	

EXHIBIT "B"

Sealed Quote Page

Hidalgo County Sheriff's Office

"DNA Testing Lab Services"

RFSQ No: 2016-174-04-27-SMA

NIGP Commodity Code: 961-48-16 Lab & Field Testing Svc. Lab Analysis for DNA

BIDDER'S INFORMATION:

I/We the undersigned hereby certify that I/We am/are a duly authorized official of the company and have the authority to sign on behalf of the company and assure that all statements made in the bid are true. I/We agree to furnish and deliver the specified items/services at the prices stated herein, and have read, understand, and agree to the terms and conditions contained herein and on all of the attachments.

BIDDER/COMPANY NAME: _____

ADDRESS: _____

CITY/STATE/ZIP CODE: _____

PHONE & FAX NO'S: _____

CELLULAR NO: _____

E-MAIL ADDRESS: _____

AUTHORIZED SIGNATURE: _____

PRINTED NAME: _____

TITLE _____

EXHIBIT "C"

Insurance Requirements
Applicable to the Acquisition of Goods and /or Services
(Other than Professional Services)

The Bidder awarded the contract shall furnish proof of insurance, which will also include any subcontractor that is subcontracted by the bidder in at least the following limits, to be in place prior to providing any services under this Contract and to continue at all times in force in effect during the term of this Contract:

1. A Five Hundred Thousand Dollar ($500,000.00) Comprehensive General Liability insurance policy providing additional coverage to all underlying liabilities of County.

2. Automobile liability insurance policy with limits of at least Three Hundred Thousand Dollars ($300,000.00) per person and Five Hundred Thousand Dollars ($500,000.00) per occurrence. Coverage should include injury to or death of persons and property damage claims with limits up to Five Hundred Thousand ($500,000.00) arising out of the services provided to County hereunder.

3. Uninsured/Underinsured motorist coverage in an amount equal to the bodily injury limits set forth immediately above;

4. Workers compensation insurance in amounts established by Texas law, unless the Bidder is specifically exempted from the Texas Workers Compensation Act, Texas Labor Code Chapter 401, et. seq.

Hidalgo County will only accept certificates of insurance on an Acord form (as attached hereto). Certificates of insurance naming County as an **additional insured** shall be submitted to County for approval prior to any services being performed by Contractor. Each policy of insurance required hereunder shall extend for a period equivalent to, or longer than the term of the Contract, and any insurer hereunder shall be required to give at least thirty (30) days written notice to the County prior to the cancellation of any such coverage on the termination date, or otherwise. This Contract shall be automatically suspended upon the cancellation, or other termination, of any required policy of insurance hereunder, and such suspension shall continue until evidence adequate replacement coverage is provided to County. If replacement coverage is not provided within thirty (30) days following suspension of the Contract, this Contract shall automatically terminate.

Revised 03/11/11

EXHIBIT "C"
Insurance Requirements

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- ☐ OTHER TORY LIMITS	
					E.L. EACH ACCIDENT	$
					E.L. DISEASE-EA EMPLOYEE	$
					E.L. DISEASE-POLICY LIMIT	$
	OTHER					

DESCRIPTION OF OPERATIONS / LOCATION / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

County of Hidalgo shall be named as additional insured on all Commercial General Liability policies.

CERTIFICATE HOLDER	ADDITIONAL INSURED; INSURER LETTER: _____ CANCELLATION
Hidalgo County **Attn: Purchasing Department** **2812 S Highway Bus. 281** **Edinburg, Texas 78539**	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BY CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL ***30*** DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE

SAMPLE

EXHIBIT "C"
Insurance Requirements
Acknowledgment

I, _____, authorized representative for _____,
Company/Vendor

hereby acknowledge receipt of the County's required insurance limits. Said requirements:

☐ will be acquired within 10 working days after notification from Purchasing Department of bid awarded by the Hidalgo County Commissioners' Court;

☐ will acquire additional amounts required to meet the County's requirements within 10 working days after notification from Purchasing Department of bid award by the Hidalgo County Commissioners' Court; currently carry the following:

Automobile Liability: $_____ General Liability: $_____

☐ have already been met, see attached copy of insurance certificate.

_____ _____.
Authorized Representative Date

NOTICE TO BIDDER:
A certificate of insurance for the required insurance limits shall be provided to the Purchasing Department's Contract Managers in order to qualify for award of bid and to execute a contract between your Company and the County

Failure to provide Certificates of Insurance to the Purchasing Department's Contract Managers will cause the bid award to be rescinded and re-awarded to next lowest bidder. Certificates of Insurance will be monitored and verified on a **quarterly basis** to ensure coverage policy is in place. It is the Company's obligation to maintain the appropriate insurance coverage throughout the term of the contract.

THIS FORM MUST ACCOMPANY BID PACKET

EXHIBIT "C"

Insurance Requirements
PROJECT REQUIREMENTS
ACKNOWLEDGMENT

This is to certify that I, _____, possess all of the APPLICABLE:

1. Licenses: _____.
2. Bond (if applicable)_____
3. Certificates: _____.
4. Permits: _____.
5. Other: _____.

necessary to carry out the required project. Furthermore, I am providing copies of the required documentation so that, if my company is awarded this bid, I may be eligible to enter into a contract with Hidalgo County and proceed to complete the project in a timely manner.

* Any licenses, bonds (if applicable), certificates, permits, etc. which are required must be presented as part of the bid packet in order to expedite the bid evaluation process.

_____ _____.

Authorized Signature Date

_____.

Company

_____.

Address

_____.

City, State, Zip

THIS FORM MUST ACCOMPANY BID PACKET

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor doing business with local governmental entity

FORM CIQ

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor 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 vendor becomes aware of facts that require the statement to be filed. *See* Section 176.006(a-1), Local Government Code.

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

OFFICE USE ONLY
Date Received

1 **Name of vendor 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 on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 **Name of local government officer about whom the information is being disclosed.**

_____
Name of Officer

4 **Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.**

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

☐ Yes ☐ No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

☐ Yes ☐ No

5 **Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.**

6 ☐ Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).

7

_____ _____
Signature of vendor doing business with the governmental entity Date

CONFLICT OF INTEREST QUESTIONNAIRE
For vendor doing business with local governmental entity

A complete copy of Chapter 176 of the Local Government Code may be found at http://www.statutes.legis.state.tx.us/Docs/LG/htm/LG.176.htm. For easy reference, below are some of the sections cited on this form.

Local Government Code § 176.001(1-a): "Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on:

(A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;

(B) a transaction conducted at a price and subject to terms available to the public; or

(C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

Local Government Code § 176.003(a)(2)(A) and (B):

(a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:

***

(2) the vendor:

(A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds $2,500 during the 12-month period preceding the date that the officer becomes aware that

(i) a contract between the local governmental entity and vendor has been executed; or

(ii) the local governmental entity is considering entering into a contract with the vendor;

(B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than $100 in the 12-month period preceding the date the officer becomes aware that:

(i) a contract between the local governmental entity and vendor has been executed; or

(ii) the local governmental entity is considering entering into a contract with the vendor.

Local Government Code § 176.006(a) and (a-1)

(a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:

(1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);

(2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or

(3) has a family relationship with a local government officer of that local governmental entity.

(a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:

(1) the date that the vendor:

(A) begins discussions or negotiations to enter into a contract with the local governmental entity; or

(B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

(2) the date the vendor becomes aware:

(A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);

(B) that the vendor has given one or more gifts described by Subsection (a); or

(C) of a family relationship with a local government officer.

HIDALGO COUNTY
PURCHASING DEPARTMENT
Bidder/Vendor Application

Complete in print or type. Please return this application to the Hidalgo County Purchasing Department thru Facsimile: (956) 318-2629 or (956) 292-7612 in person or regular mail to: 2812 S. Business Hwy. 281 , Edinburg, Texas 78539 or e-mail: purchasing@co.hidalgo.tx.us

Company Name: **Telephone No. ( )**
dba Name:
Legal Name:
Mailing Address : **Fax No. ( )**
Physical Address:
City, State, Zip **Tax I.D. No.**
Remit to Address : **City, State, Zip**
E-Mail Address:
Representative(s) Name(s) & Title(s)
Type of Organization (check one): _____ Individual _____ Partnership _____ Corporation _____Non-Profit _____ LLC _____ Sole Proprietor _____ Other, Specify **State Identification No._____ (Please attached completed W-9 form with this application)** **Federal Identification No. or (if individual) SS No.**
State of Incorporation: _____ Date:_____ Other:
Type of Business (check one): _____ Manufacturer _____ Wholesaler _____ Retailer _____ Broker _____ Distributor _____ Service Organization _____ Other, Specify
Name & Title of Person(s) Authorized to Sign Bids, Proposals, and/or Contracts:
Small and/or Disadvantaged Business Information (check application criteria) **Small Business:_____Disadvantaged Business (At Least 51% Ownership)** ☐ Less than 125,000 annual gross receipt ☐ Black American ☐ Native American ☐ Less than 250,000 annual gross receipt ☐ Hispanic American ☐ Women ☐ Less than 499,000 annual gross receipt ☐ Asian Pacific American ☐ Other ☐ More than 500,000 annual gross receipt **Have you been certified as a HUB or an MBE/WBE source?:** ☐ Yes ☐ No **Indicate Certification No.(s):_____ or are Certificate(s) attached?:** ☐ Yes ☐ No
What type of product(s) is/are solicited by your company?: **Would you like to be provided with specifications for procurements of such products?:** ☐ Yes ☐ No
To Be Completed by the County: Rec'd by (Purchasing):_____ Date Rec'd by (Purchasing): **Date Forwarded Information to Auditor's Office:_____Entry Date: _____ Vendor No.:**

HISTORICALLY UNDERUTILIZED BUSINESS (HUB) DECLARATION

The primary objective of the Hidalgo County HUB Program is to ensure Historically Underutilized Businesses receive a fair and equal opportunity for participation in the County's procurement process. This fact holds true for Services (Professional & Non-Professional), Commodities, and Construction contracts and any subcontracts thereto. The program strongly encourages Prime Contractors to provide subcontracting opportunities to Certified Hub Contractors/Vendors. Our goal for HUB contractor/vendor participation, as well as HUB subcontractor participation is 30%. To be considered as a "Certified HUB Contractor/Vendor" the contractor/vendor must have been certified by, and hold a current and valid certification with any of the three agencies listed below.

Have you been Certified as a HUB or an MBE/WBE source?: ☐Yes ☐ No

If yes, by whom?: ☐ Texas Building & Procurement Commission ☐ Other_____

Indicate Certification No(s).:_____ or Are Certificate(s) Attached?: ☐ Yes ☐ No

---

LIST OF CERTIFIED HUB SUBCONTRACTORS

(Attach additional pages if necessary)

What percentage of the Bid, RFP,or RFQ is to be subcontracted with Certified HUB sources?: _____%
(List HUB Subcontractor information below).

HUB Subcontractor Name: _____ HUB Status:_____

Certifying Agency (Check all applicable): ☐ Texas Building & Procurement Commission ☐Other_____

Address: _____ City: _____ State: _____ Zip:_____

Contact Person: _____ Title: _____ Phone No.: ( )_____

Subcontract Amount: $_____ Description of Work to be Performed:_____

HUB Subcontractor Name: _____ HUB Status:_____

Certifying Agency (Check all applicable): ☐ Texas Building & Procurement Commission ☐Other_____

Address: _____ City: _____ State: _____ Zip:_____

Contact Person: _____ Title: _____ Phone No.: ( )_____

Subcontract Amount: $_____ Description of Work to be Performed:_____

HUB Subcontractor Name: _____ HUB Status:_____

Certifying Agency (Check all applicable): ☐ Texas Building & Procurement Commission ☐Other_____

Address: _____ City: _____ State: _____ Zip:_____

Contact Person: _____ Title: _____ Phone No.: ( )_____

Subcontract Amount: $_____ Description of Work to be Performed:_____

Form **W-9**
(Rev. August 2013)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Give Form to the requester. Do not send to the IRS.

Print or type
See Specific Instructions on page 2.

Name (as shown on your income tax return)

Business name/disregarded entity name, if different from above

Check appropriate box for federal tax classification:
☐ Individual/sole proprietor ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____

☐ Other (see instructions) ▶

Exemptions (see instructions):
Exempt payee code (if any) _____
Exemption from FATCA reporting code (if any) _____

Address (number, street, and apt. or suite no.)

Requester's name and address (optional)

City, state, and ZIP code

List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number
☐☐☐ – ☐☐ – ☐☐☐☐

Employer identification number
☐☐ – ☐☐☐☐☐☐☐

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below), and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign Here | **Signature of U.S. person** ▶ | **Date** ▶

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. The IRS has created a page on IRS.gov for information about Form W-9, at *www.irs.gov/w9*. Information about any future developments affecting Form W-9 (such as legislation enacted after we release it) will be posted on that page.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, payments made to you in settlement of payment card and third party network transactions, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct.

Note. If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

In the cases below, the following person must give Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States:

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the entity,
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the trust, and
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person, do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS a percentage of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the Part II instructions on page 3 for details),
3. The IRS tells the requester that you furnished an incorrect TIN,
4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or
5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code* on page 3 and the separate Instructions for the Requester of Form W-9 for more information.

Also see *Special rules for partnerships* on page 1.

What is FATCA reporting? The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all United States account holders that are specified United States persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code* on page 3 and the Instructions for the Requester of Form W-9 for more information.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account, for example, if the grantor of a grantor trust dies.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of $50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a $500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Name

If you are an individual, you must generally enter the name shown on your income tax return. However, if you have changed your last name, for instance, due to marriage without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name.

If the account is in joint names, list first, and then circle, the name of the person or entity whose number you entered in Part I of the form.

Sole proprietor. Enter your individual name as shown on your income tax return on the "Name" line. You may enter your business, trade, or "doing business as (DBA)" name on the "Business name/disregarded entity name" line.

Partnership, C Corporation, or S Corporation. Enter the entity's name on the "Name" line and any business, trade, or "doing business as (DBA) name" on the "Business name/disregarded entity name" line.

Disregarded entity. For U.S. federal tax purposes, an entity that is disregarded as an entity separate from its owner is treated as a "disregarded entity." See Regulation section 301.7701-2(c)(2)(iii). Enter the owner's name on the "Name" line. The name of the entity entered on the "Name" line should never be a disregarded entity. The name on the "Name" line must be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner's name is required to be provided on the "Name" line. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on the "Business name/disregarded entity name" line. If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

Note. Check the appropriate box for the U.S. federal tax classification of the person whose name is entered on the "Name" line (Individual/sole proprietor, Partnership, C Corporation, S Corporation, Trust/estate).

Limited Liability Company (LLC). If the person identified on the "Name" line is an LLC, check the "Limited liability company" box only and enter the appropriate code for the U.S. federal tax classification in the space provided. If you are an LLC that is treated as a partnership for U.S. federal tax purposes, enter "P" for partnership. If you are an LLC that has filed a Form 8832 or a Form 2553 to be taxed as a corporation, enter "C" for C corporation or "S" for S corporation, as appropriate. If you are an LLC that is disregarded as an entity separate from its owner under Regulation section 301.7701-3 (except for employment and excise tax), do not check the LLC box unless the owner of the LLC (required to be identified on the "Name" line) is another LLC that is not disregarded for U.S. federal tax purposes. If the LLC is disregarded as an entity separate from its owner, enter the appropriate tax classification of the owner identified on the "Name" line.

Other entities. Enter your business name as shown on required U.S. federal tax documents on the "Name" line. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on the "Business name/disregarded entity name" line.

Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the *Exemptions* box, any code(s) that may apply to you. See *Exempt payee code* and *Exemption from FATCA reporting code* on page 3.

Exempt payee code. Generally, individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends. Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.

Note. If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding.

The following codes identify payees that are exempt from backup withholding:

1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2)

2—The United States or any of its agencies or instrumentalities

3—A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities

4—A foreign government or any of its political subdivisions, agencies, or instrumentalities

5—A corporation

6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States

7—A futures commission merchant registered with the Commodity Futures Trading Commission

8—A real estate investment trust

9—An entity registered at all times during the tax year under the Investment Company Act of 1940

10—A common trust fund operated by a bank under section 584(a)

11—A financial institution

12—A middleman known in the investment community as a nominee or custodian

13—A trust exempt from tax under section 664 or described in section 4947

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 7
Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 4
Payments over $600 required to be reported and direct sales over $5,000[1]	Generally, exempt payees 1 through 5[2]
Payments made in settlement of payment card or third party network transactions	Exempt payees 1 through 4

[1] See Form 1099-MISC, Miscellaneous Income, and its instructions.

[2] However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney, and payments for services paid by a federal executive agency.

Exemption from FATCA reporting code. The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements.

A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37)

B—The United States or any of its agencies or instrumentalities

C—A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities

D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Reg. section 1.1472-1(c)(1)(i)

E—A corporation that is a member of the same expanded affiliated group as a corporation described in Reg. section 1.1472-1(c)(1)(i)

F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state

G—A real estate investment trust

H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940

I—A common trust fund as defined in section 584(a)

J—A bank as defined in section 581

K—A broker

L—A trust exempt from tax under section 664 or described in section 4947(a)(1)

M—A tax exempt trust under a section 403(b) plan or section 457(g) plan

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-member LLC that is disregarded as an entity separate from its owner (see *Limited Liability Company (LLC)* on page 2), enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note. See the chart on page 4 for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local Social Security Administration office or get this form online at *www.ssa.gov*. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at *www.irs.gov/businesses* and clicking on Employer Identification Number (EIN) under Starting a Business. You can get Forms W-7 and SS-4 from the IRS by visiting IRS.gov or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note. Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: *A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8.*

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if items 1, 4, or 5 below indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on the "Name" line must sign. Exempt payees, see *Exempt payee code* earlier.

Signature requirements. Complete the certification as indicated in items 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account [1]
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor [2]
4. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee [1]
b. So-called trust account that is not a legal or valid trust under state law	The actual owner [1]
5. Sole proprietorship or disregarded entity owned by an individual	The owner [3]
6. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulation section 1.671-4(b)(2)(i)(A))	The grantor*
For this type of account:	**Give name and EIN of:**
7. Disregarded entity not owned by an individual	The owner
8. A valid trust, estate, or pension trust	Legal entity [4]
9. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
10. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
11. Partnership or multi-member LLC	The partnership
12. A broker or registered nominee	The broker or nominee
13. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
14. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulation section 1.671-4(b)(2)(i)(B))	The trust

[1] List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

[2] Circle the minor's name and furnish the minor's SSN.

[3] You must show your individual name and you may also enter your business or "DBA" name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

[4] List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships* on page 1.

***Note.** Grantor also must provide a Form W-9 to trustee of trust.

Note. If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records from Identity Theft

Identity theft occurs when someone uses your personal information such as your name, social security number (SSN), or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Publication 4535, Identity Theft Prevention and Victim Assistance.

Victims of identity theft who are experiencing economic harm or a system problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

Protect yourself from suspicious emails or phishing schemes. Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to *phishing@irs.gov*. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at: *spam@uce.gov* or contact them at *www.ftc.gov/idtheft* or 1-877-IDTHEFT (1-877-438-4338).

Visit IRS.gov to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.

Certification
Regarding Debarment, Suspension and Ineligibility

As is required by the Federal Regulations Implementing Executive Order 12549, Debarment and Suspension, 45 CFR Part 76, Government-wide Debarment and Suspension, the applicant certifies, to the best of his or her knowledge and belief, that both it and its principals:

a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency;

b. Have not within a three-year period preceding this bid proposal and/or application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction, violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

c. Are not presently indicted for or otherwise criminally or civilly charged by a government entity with commission of any of the offenses enumerated herein; and

d. Have not within a three-year period preceding this bid proposal and/or application had one or more public transactions terminated for cause or default.

Signature:_____
Print Name:_____
Title:_____
Telephone Number:_____
Date:_____

If the bidder is unable to certify to all of the statements in this Certification, such bidder should attach an explanation to this proposal.

EXHIBIT “B”

VENDOR’S SEALED QUOTE

EXHIBIT "B"
Sealed Quote Page
Hidalgo County Sheriff's Office
"DNA Testing Lab Services"
RFSQ No: 2016-174-04-27-SMA
NIGP Commodity Code: 961-48-16 Lab & Field Testing Svc. Lab Analysis for DNA

OPENED
9:37 4-21-16

Witnessed

Vendor must thoroughly fill in each section of the Exhibit "B" (if applicable). **INCOMPLETE** submittals shall be considered a probable cause for disqualification. All backup documentation required to comply with the sealed quote as stated herein will be attached to this offer page)

DNA Analysis Time within 21-28 Business Days *	Y X N			
TYPE OF TEST				
BIOLOGICAL FLUIDS	**STR**	**Y-STR**	**MINIFILER**	**MITOCHONDRIAL analysis time within 60 days**
Blood	$600	$600	$1,000	$2,646 unknown sample $1,595 reference sample
Semen	$600	$600	$1,000	$2,646 unknown sample $1,595 reference sample
Hair	$600	$600	$1,000	$2,646 unknown sample $1,595 reference sample
Cellular Materials	$600	$600	$1,000	$2,646 unknown sample $1,595 reference sample
Bone	$600	$600	$1,000	$2,646 unknown sample $1,595 reference sample
Teeth	$600	$600	$1,000	$2,646 unknown sample $1,595 reference sample
Muscular Tissue	$600	$600	$1,000	$2,646 unknown sample $1,595 reference sample
Paternity Testing	$1,200	$1,200	$1,600	$2,646 unknown sample $1,595 reference sample
Sexual Assault Testing	$1,415**	$1,415**	N/A***	N/A**
DNA Profile From Known Source To Unknown Source	$1,200	$1,200	$1,600	$2,646 unknown sample $1,595 reference sample

*NMS Labs turnaround time for routine DNA cases is within 21-28 business days. Large backlog submissions or cases with large numbers of sample submissions requiring time for consultation with client, may require additional time.

**Sexual assult price includes the serology work for processing one sexual assault kit containing up to 5 pieces of evidence and the STR or Y-STR of analysis of 2 samples.

***Mini-filer and Mitochondrial chemistries would not be necessary to complete sexual assault analysis.

All other testing will be billed at the 2016 NMS Labs Crime Lab fee schedule, please see Appendix A.

As per specification 9, expert testimony will be provided on all cases requiring support and be billed at the NMS Labs Expert Services fee schedule, please see Appendix B.

Pre-paid FedEx air-bills will be provided to facilitate all samples to NMS Labs via overnight delivery. Samples will be stored at NMS Labs for 6 weeks upon completion and then returned to the Hidalgo County Sheriff's Office at no charge.

EXHIBIT "B"

Sealed Quote Page

Hidalgo County Sheriff's Office

"DNA Testing Lab Services"

RFSQ No: 2016-174-04-27-SMA

NIGP Commodity Code: 961-48-16 Lab & Field Testing Svc. Lab Analysis for DNA

1) REFERENCES INFORMATION

COMPANY NAME:	Montgomery County Office of the District Attorney
ADDRESS:	400 Swede Street, Norristown, PA 19404
PHONE NO'S:	610-278-3090
E-MAIL ADDRESS:	ksteele@mail.montcopa.org
WORKED PERFORMED:	Analysis of various evidence types for presence of human cellular material to develop DNA profiles. DNA casework performed for the 50 police departments in Montgomery County, PA. Type of Testing: DNA Full Profile and Differentials, Y-STR, Sexual Assault Evidence Collection. Number of cases: 60-100 cases estimated per year since 2010 for homicides, sexual assault, and property crimes.
CONTRACT TERM	Period of Service: 14 years

2) REFERENCES INFORMATION

COMPANY NAME:	York County Office of the District Attorney
ADDRESS:	45 North George Street, 3rd Floor, York, PA 17401
PHONE NO'S:	Doug Demangone, Asst Chief County Detective: 717-577-8307
E-MAIL ADDRESS:	dmdemangone@yorkcountypa.gov
WORKED PERFORMED:	Performed Forensic Casework including DNA and Serology analysis since 2004. NMS Labs performs DNA casework requiring expedited analysis and a direct consultative approach for the DA's Office and 20 police departments in York County, PA .
CONTRACT TERM	Annual volume of 3-5 cases since 2010. Type of Testing: DNA Full Profile, Y-STR, Sexual Assault Evidence Collection Kits, Blood & Semen Identification. Period of Service: 9 years

3) REFERENCES INFORMATION

COMPANY NAME:	Bucks County District Attorney's Office
ADDRESS:	55 E. Court Street, Doylestown, PA 18901
PHONE NO'S:	Matthew Weintraub, Chief Deputy District Attorney: 215-340-8159
E-MAIL ADDRESS:	
WORKED PERFORMED:	Performed analysis of various evidence types for presence of human cellular material to develop DNA profiles. Annual volume of 5-10 cases. Type of Testing: Serology, touch DNA analysis, and DNA Full Profile on Sexual Assault Cases and Homicide Investigations. NMS Labs has performed DNA casework for police departments & the Bucks County DA's Office. The DA's Office uses NMS Labs as a reference laboratory when the case investigation warrants services beyond the current capacity of the state governmental laboratory system. Period of Service: 5+ years.
CONTRACT TERM	

4) REFERENCES INFORMATION (OPTIONAL)

COMPANY NAME:	Pasadena Police Department
ADDRESS:	923 Shaw, Pasadean Texas, 77506
PHONE NO'S:	Lt. Kevin Wingerson: 713-475-7886
E-MAIL ADDRESS:	kwingerson@ci.pasadena.tx.us.
WORKED PERFORMED:	Analysis of various evidence types for presence of human cellular material to develop DNA profiles. Number of Cases: approximately 30 samples. Type of Testing Performed: Serology, touch DNA analysis, Blood identification, and DNA Full Profile on cold cases including sexual assault and property crime.
CONTRACT TERM	Period of Service: 2 years.

EXHIBIT "B"

Sealed Quote Page

Hidalgo County Sheriff's Office

"DNA Testing Lab Services"

RFSQ No: 2016-174-04-27-SMA

NIGP Commodity Code: 961-48-16 Lab & Field Testing Svc. Lab Analysis for DNA

BIDDER'S INFORMATION:

I/We the undersigned hereby certify that I/We am/are a duly authorized official of the company and have the authority to sign on behalf of the company and assure that all statements made in the bid are true. I/We agree to furnish and deliver the specified items/services at the prices stated herein, and have read, understand, and agree to the terms and conditions contained herein and on all of the attachments.

BIDDER/COMPANY NAME: National Medical Services, Inc.

ADDRESS: 3701 Welsh Road

CITY/STATE/ZIP CODE: Willow Grove, PA 19090

PHONE & FAX NO'S: Tel: 215-657-4900 Fax: 215-657-2972

CELLULAR NO: 215-657-4900

E-MAIL ADDRESS: nms@nmslabs.com

AUTHORIZED SIGNATURE: Pierre G Cass

PRINTED NAME: Pierre G. Cassigneul

TITLE President & CEO

EXHIBIT “C”

INSURANCE REQUIREMENTS

CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY) 05/18/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Aon Risk Services Central, Inc.
Philadelphia PA Office
One Liberty Place
1650 Market Street
Suite 1000
Philadelphia PA 19103 USA

CONTACT NAME:
PHONE (A/C. No. Ext): (866) 283-7122 **FAX (A/C. No.):** (800) 363-0105
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A:	Travelers Property Cas Co of America	25674
INSURER B:	Arch Specialty Insurance Company	21199
INSURER C:	Farmington Casualty Company	41483
INSURER D:		
INSURER E:		
INSURER F:		

INSURED
National Medical Services, Inc.
3701 Welsh Road
Willow Grove PA 19090 USA

COVERAGES **CERTIFICATE NUMBER:** 570062142364 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

Limits shown are as requested

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
B	X **COMMERCIAL GENERAL LIABILITY** CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY PRO-JECT LOC OTHER:			FLP005134203 General Liability	08/15/2015	08/15/2016	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$1,000,000 $100,000 $5,000 $1,000,000 $3,000,000 $3,000,000
A	**AUTOMOBILE LIABILITY** X ANY AUTO OWNED AUTOS ONLY HIRED AUTOS ONLY SCHEDULED AUTOS NON-OWNED AUTOS ONLY			BA-8204N122-15-TEC Auto	08/15/2015	08/15/2016	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$1,000,000
B	X **UMBRELLA LIAB** X OCCUR **EXCESS LIAB** CLAIMS-MADE DED RETENTION			FLP005134203	08/15/2015	08/15/2016	EACH OCCURRENCE AGGREGATE	$1,000,000 $1,000,000
C	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N: N **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		UB8217N191 Workers Comp	08/15/2015	08/15/2016	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE-EA EMPLOYEE E.L. DISEASE-POLICY LIMIT	 $1,000,000 $1,000,000 $1,000,000
B	E&O-PL-Primary			FLP005134203 Claims made	08/15/2015	08/15/2016	Aggregate Ea Med Incdnt	$3,000,000 $1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
County of Hidalgo is an Additional Insured with respect to the General Liability policy as required by contract.

CERTIFICATE HOLDER

Hidalgo County
Attn: Purchasing Department
2812 S. Highway Bus. 281
Edinburg TX 78539 USA

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Aon Risk Services Central Inc.

Holder Identifier :

Certificate No : 570062142364

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CERTIFICATE OF INTERESTED PARTIES

FORM 1295

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:
2016-44442

Date Filed:
04/25/2016

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

National Medical Services, Inc.
Willow Grove, PA United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

Hidalgo County Sheriff's Office

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods or other property to be provided under the contract.

RFSQ No: 2016-174-04-27-SMA
DNA Testing Lab Services

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary

5 Check only if there is NO Interested Party. [X]

6 AFFIDAVIT

I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.

COMMONWEALTH OF PENNSYLVANIA
NOTARIAL SEAL
KELLY J CILIBERTO
Notary Public
UPPER DUBLIN TWP., MONTGOMERY COUNTY
My Commission Expires Nov 17, 2016

Pierre G Cassignoul
Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said Pierre G Cassignoul, this the 25 day of May April, 20 16, to certify which, witness my hand and seal of office.

Kelly J. Ciliberto
Signature of officer administering oath

Kelly J Ciliberto
Printed name of officer administering oath

Elec. Admin. Assistant
Title of officer administering oath

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_____
Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said _____, this the _____ day of _____, 20_____, to certify which, witness my hand and seal of office.

_____ _____ _____
Signature of officer administering oath | Printed name of officer administering oath | Title of officer administering oath

CERTIFICATE OF INTERESTED PARTIES

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Signature of officer administering oath

Kelly J Ciliberto
Printed name of officer administering oath

Exec. Admin. Assistant
Title of officer administering oath

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AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said _____, this the _____ day of _____, 20_____, to certify which, witness my hand and seal of office.

_____ _____ _____
Signature of officer administering oath | Printed name of officer administering oath | Title of officer administering oath

AI-54897

Purchasing Department 20.
G. 1.

CC - REGULAR
Meeting Date: 06/07/2016
Submitted For: Marty Salazar, PURCHASING DEPT.
Submitted By: Yvette Salinas, PURCHASING DEPT.
Department: PURCHASING DEPT.

Information

CAPTION

A. Recommendation by Ricardo Saldana, HC-EMC, County Judge's Office and Rey Salazar, HC-DBM for discussion, consideration and action to select Tetra Tech, Inc., fka, Beck Disaster Recovery [awarded vendor thru H-GAC contract #HP07-16/effective 06-01-2016 thru 05-31-19 including renewals], by negotiating & engaging consulting services of "Emergency Preparedness & Disaster Recovery Services" including but not limited to:
1. Assist the county in the identification, assessment and preparation of FEMA project worksheets for the reimbursement of eligible repairs;
2. Assess and evaluate all damages incurred;
3. Work with each precinct and department to ensure that all eligible items are taken into consideration on project work sheets;
4. All Hazards Preparedness, Planning, Consulting & Recovery Services;
5. Emergency Consulting Services;
6. Disaster Debris Monitoring & Management Services;
7. Financial Recovery Services;
so as to have in place all necessary services should an emergency event occur as Hurricane Season is on-going; **OR, IN THE ALTERNATIVE AND IF REQUIRED THROUGH FEMA:**

B. Nomination of a least three (3) awarded firms by H-GAC [list attached herein] for the provision of "Emergency Preparedness & Disaster Recovery Services" for the purpose of scoring/grading [with criteria developed by HC as done for Debris Removal Services] for ranking by CC to negotiate and finalize and contract for services detailed in item A herein with selection of the evaluation committee.

BACKGROUND

Please note: this delay and lapse was due to HGAC delay in completing the process prior to expiration of their awarded vendors.

Fiscal Impact

FISCAL YEAR: ACCT. #:
FUNDS AVAILABLE Y/N?: MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

Fiscal impact would occur upon need for services and a declaration of disaster has been enforced. No funding required at this time as budgetary provisions will be addressed and appropriated.

Attachments

chief's ok

Backup 1

Backup 2

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	06/03/2016 03:40 PM
Budget & Management	Veronica Ortiz	06/03/2016 03:51 PM
Purchasing Department	Marty Salazar	06/03/2016 04:35 PM
Final Approval	Monica Badillo	06/03/2016 05:59 PM

Form Started By: Yvette Salinas Started On: 06/02/2016 02:48 PM

Final Approval Date: 06/03/2016

From: "Ricardo Saldana" <ricardo.saldana@co.hidalgo.tx.us>
To: "Martha Salazar" <martha.salazar@co.hidalgo.tx.us>
Cc: "Evangelina Garcia" <evangelina.garcia@co.hidalgo.tx.us>, "Rey Salazar" <rey.salazar@co.hidalgo.tx.us>
Sent: Thursday, June 2, 2016 1:35:56 PM
Subject: Re: H-GAC Award Notice: HP07-16

I would like the agenda and if possible use the same vendor we had. There should not problem with FEMA . The quicker we get done the better.

Chief Saldana

Sent from my iPhone

On Jun 2, 2016, at 12:27 PM, Martha Salazar <martha.salazar@co.hidalgo.tx.us> wrote:

> Chief Saldana & Mr. Salazar:
> Do you wish to proceed using the same process as last time [attached herein]? Need to know asap. I would like to have it on next week's agenda if possible. With this latest disaster, if we require services, we do not have a current agreement with Tetra Tech. Let me know asap preferably before end of day.
> Thanks,
> Marty Salazar

A CONTRACT BETWEEN
HOUSTON-GALVESTON AREA COUNCIL
Houston, Texas
AND
TETRA TECH, INC.
Maitlant, Florida

This Contract is made and entered into by the **Houston-Galveston Area Council of Governments,** hereinafter referred to as **H-GAC,** having its principal place of business at 3555 Timmons Lane, Suite 120, Houston, Texas 77027, AND**, Tetra Tech, Inc.,** hereinafter referred to as the **CONTRACTOR,** having its principal place of business at 2301 Lucien Way, Suite 120, Maitlant, Florida 32751.

ARTICLE 1: SCOPE OF SERVICES

The parties have entered into a **All Hazards Preparedness, Planning, Consulting & Recovery Services** Contract to become effective as of June 1, 2016, and to continue through May 31, 2019 (the "**Contract**"), subject to extension upon mutual agreement of the **CONTRACTOR** and **H-GAC. H-GAC** enters into the Contract as Agent for participating governmental agencies, each hereinafter referred to as **END USER,** for the purchase of **All Hazards Preparedness, Planning, Consulting & Recovery Services** offered by the **CONTRACTOR.** The **CONTRACTOR** agrees to sell **All Hazards Preparedness, Planning, Consulting & Recovery Services** through the **H-GAC** Contract to **END USERS**.

ARTICLE 2: THE COMPLETE AGREEMENT

The Contract shall consist of the documents identified below in order of precedence:

1. The text of this Contract form, including but not limited to, Attachment A
2. General Terms and Conditions
3. Proposal Specifications No: **HP07-16**, including any relevant suffixes
4. **CONTRACTOR's** Response to Proposal No: **HP07-16**, including but not limited to, prices and options offered

All of which are either attached hereto or incorporated by reference and hereby made a part of this Contract, and shall constitute the complete agreement between the parties hereto. This Contract supersedes any and all oral or written agreements between the parties relating to matters herein. Except as otherwise provided herein, this Contract cannot be modified without the written consent of both parties.

ARTICLE 3: LEGAL AUTHORITY

CONTRACTOR and **H-GAC** warrant and represent to each other that they have adequate legal counsel and authority to enter into this Contract. The governing bodies, where applicable, have authorized the signatory officials to enter into this Contract and bind the parties to the terms of this Contract and any subsequent amendments thereto.

ARTICLE 4: APPLICABLE LAWS

The parties agree to conduct all activities under this Contract in accordance with all applicable rules, regulations, directives, issuances, ordinances, and laws in effect or promulgated during the term of this Contract.

ARTICLE 5: INDEPENDENT CONTRACTOR

The execution of this Contract and the rendering of services prescribed by this Contract do not change the independent status of **H-GAC** or **CONTRACTOR**. No provision of this Contract or act of **H-GAC** in performance of this Contract shall be construed as making **CONTRACTOR** the agent, servant or employee of **H-GAC**, the State of Texas or the United States Government. Employees of **CONTRACTOR** are subject to the exclusive control and supervision of **CONTRACTOR**. **CONTRACTOR** is solely responsible for employee payrolls and claims arising therefrom.

ARTICLE 6: END USER AGREEMENTS

H-GAC acknowledges that the **END USER** may choose to enter into an End User Agreement with the **CONTRACTOR** through this Contract and that the term of said Agreement may exceed the term of the **H-GAC** Contract. However this acknowledgement is not to be construed as **H-GAC's** endorsement or approval of the End User Agreement terms and conditions. **CONTRACTOR** agrees not to offer, agree to or accept from **END USER** any terms or conditions that conflict with or contravene those in **CONTRACTOR's H-GAC** contract. Further, termination of this Contract for any reason shall not result in the termination of the underlying End User Agreements entered into between **CONTRACTOR** and any **END USER** which shall, in each instance, continue pursuant to their stated terms and duration. The only effect of termination of this Contract is that **CONTRACTOR** will no longer be able to enter into any new End User Agreements with **END USERS** pursuant to this Contract. Applicable **H-GAC** order processing charges will be due and payable to **H-GAC** on any End User Agreements surviving termination of this Contract between **H-GAC** and **CONTRACTOR .**

ARTICLE 7: SUBCONTRACTS & ASSIGNMENTS

CONTRACTOR agrees not to subcontract, assign, transfer, convey, sublet or otherwise dispose of this Contract or any right, title, obligation or interest it may have therein to any third party without prior written notice to **H-GAC. H-GAC** reserves the right to accept or reject any such change. **CONTRACTOR** shall continue to remain responsible for all performance under this Contract regardless of any subcontract or assignment. **H-GAC** shall be liable solely to **CONTRACTOR** and not to any of its Subcontractors or Assignees.

ARTICLE 8: EXAMINATION AND RETENTION OF CONTRACTOR'S RECORDS

CONTRACTOR shall maintain during the course of its work, complete and accurate records of items that are chargeable to **END USER** under this Contract. **H-GAC**, through its staff or its designated public accounting firm, the State of Texas, or the United States Government shall have the right at any reasonable time to inspect copy and audit those records on or off the premises of **CONTRACTOR**. Failure to provide access to records may be cause for termination of this Contract. **CONTRACTOR** shall maintain all records pertinent to this Contract for a period of not less than five (5) calendar years from the date of acceptance of the final contract closeout and until any outstanding litigation, audit or claim has been resolved. The right of access to records is not limited to the required retention period, but shall last as long as the records are retained. **CONTRACTOR** further agrees to include in all subcontracts under this Contract, a provision to the effect that the subcontractor agrees that **H-GAC'S** duly authorized representatives, shall, until the expiration of five (5) calendar years after final payment under the subcontract or until all audit findings have been resolved, have access to**,** and the right to examine and copy any directly pertinent books, documents, papers, invoices and records of such subcontractor involving any transaction relating to the subcontract.

ARTICLE 9: REPORTING REQUIREMENTS

CONTRACTOR agrees to submit reports or other documentation in accordance with the General Terms and Conditions of the Proposal Specifications. If **CONTRACTOR** fails to submit to **H-GAC** in a timely and satisfactory manner any such report or documentation, or otherwise fails to satisfactorily render performance hereunder, such failure may be considered cause for termination of this Contract.

ARTICLE 10: MOST FAVORED CUSTOMER CLAUSE

If **CONTRACTOR**, at any time during this Contract , routinely enters into agreements with other governmental customers within the State of Texas, and offers the same or substantially the same products/services offered to **H-GAC** on a basis that provides prices, warranties, benefits, and or terms more favorable than those provided to **H-GAC**, **CONTRACTOR** shall notify **H-GAC** within ten (10) business days thereafter of that offering and this Contract shall be deemed to be automatically amended effective retroactively to the effective date of the most favorable contract, wherein **CONTRACTOR** shall provide the same prices, warranties, benefits, or terms to **H-GAC** and its **END USER**. **H-GAC** shall have the right and option at any time to decline to accept any such change, in which case the amendment shall be deemed null and void. If **CONTRACTOR** is of the opinion that any apparently more favorable price, warranty, benefit, or term charged and/or offered a customer during the term of this Contract is not in fact most favored treatment, **CONTRACTOR** shall within ten (10) business days notify **H-GAC** in writing, setting forth the detailed reasons **CONTRACTOR** believes aforesaid offer which has been deemed to be a most favored treatment, is not in fact most favored treatment. **H-GAC**, after due consideration of such written explanation, may decline to accept such explanation and thereupon this Contract between **H-GAC** and **CONTRACTOR** shall be automatically amended, effective retroactively, to the effective date of the most favored agreement, to provide the same prices, warranties, benefits, or terms to **H-GAC**.

The Parties accept the following definition of routine: A prescribed, detailed course of action to be followed regularly; a standard procedure.
EXCEPTION: This clause shall not be applicable to prices and price adjustments offered by a bidder, proposer or contractor, which are not within bidder's/ proposer's control [example; a manufacturer's bid concession], or to any prices offered to the Federal Government and its agencies.

ARTICLE 11: SEVERABILITY

All parties agree that should any provision of this Contract be determined to be invalid or unenforceable, such determination shall not affect any other term of this Contract, which shall continue in full force and effect.

ARTICLE 12: DISPUTES

Any and all disputes concerning questions of fact or of law arising under this Contract, which are not disposed of by agreement, shall be decided by the Executive Director of **H-GAC** or his designee, who shall reduce his decision to writing and provide notice thereof to **CONTRACTOR**. The decision of the Executive Director or his designee shall be final and conclusive unless, within thirty (30) days from the date of receipt of such notice, **CONTRACTOR** requests a rehearing from the Executive Director of **H-GAC**. In connection with any rehearing under this Article, **CONTRACTOR** shall be afforded an opportunity to be heard and offer evidence in support of its position. The decision of the Executive Director after any such rehearing shall be final and conclusive. **CONTRACTOR** may, if it elects to do so, appeal the final and conclusive decision of the Executive Director to a court of competent jurisdiction. Pending final decision of a dispute hereunder, **CONTRACTOR** shall proceed diligently with the performance of this Contract and in accordance with **H-GAC'S** final decision.

ARTICLE 13: LIMITATION OF CONTRACTOR'S LIABILITY

Except as specified in any separate writing between the **CONTRACTOR** and an **END USER, CONTRACTOR's** total liability under this Contract, whether for breach of contract, warranty, negligence, strict liability, in tort or otherwise, but excluding its obligation to indemnify **H-GAC** described in Article 14, is limited to the price of the particular products/services sold hereunder, and **CONTRACTOR** agrees either to refund the purchase price or to repair or replace product(s) that are not as warranted. In no event will **CONTRACTOR** be liable for any loss of use, loss of time, inconvenience, commercial loss, lost profits or savings or other incidental, special or consequential damages to the full extent such use may be disclaimed by law. **CONTRACTOR** understands and agrees that it shall be liable to repay and shall repay upon demand to **END USER** any amounts determined by **H-GAC** , its independent auditors, or any agency of State or Federal government to have been paid in violation of the terms of this Contract.

ARTICLE 14: LIMIT OF H-GAC'S LIABILITY AND INDEMNIFICATION OF H-GAC

H-GAC's liability under this Contract, whether for breach of contract, warranty, negligence, strict liability, in tort or otherwise, is limited to its order processing charge. In no event will **H-GAC** be liable for any loss of use, loss of time, inconvenience, commercial loss, lost profits or savings or other incidental, special or consequential damages to the full extent such use may be disclaimed by law. Contractor agrees, to the extent permitted by law, to defend and hold harmless **H-GAC**, its board members, officers, agents, officials, employees, and indemnities from any and all claims, costs, expenses (including reasonable attorney fees), actions, causes of action, judgments, and liens arising as a result of **CONTRACTOR's** negligent act or omission under this Contract. **CONTRACTOR** shall notify **H-GAC** of the threat of lawsuit or of any actual suit filed against **CONTRACTOR** relating to this Contract.

ARTICLE 15: TERMINATION FOR CAUSE

H-GAC may terminate this Contract for cause based upon the failure of **CONTRACTOR** to comply with the terms and/or conditions of the Contract; provided that **H-GAC** shall give **CONTRACTOR** written notice specifying **CONTRACTOR'S** failure. If within thirty (30) days after receipt of such notice, **CONTRACTOR** shall not have either corrected such failure, or thereafter proceeded diligently to complete such correction, then **H-GAC** may, at its option, place **CONTRACTOR** in default and the Contract shall terminate on the date specified in such notice. **CONTRACTOR** shall pay to **H-GAC** any order processing charges due from **CONTRACTOR** on that portion of the Contract actually performed by **CONTRACTOR** and for which compensation was received by **CONTRACTOR.**

ARTICLE 16: TERMINATION FOR CONVENIENCE

Either **H-GAC** or **CONTRACTOR** may cancel or terminate this Contract at any time by giving thirty (30) days written notice to the other. **CONTRACTOR** may be entitled to payment from **END USER** for services actually performed; to the extent said services are satisfactory to **END USER**. **CONTRACTOR** shall pay to **H-GAC** any order processing charges due from **CONTRACTOR** on that portion of the Contract actually performed by **CONTRACTOR** and for which compensation is received by **CONTRACTOR.**

ARTICLE 17: CIVIL AND CRIMINAL PROVISIONS AND SANCTIONS

CONTRACTOR agrees that it will perform under this Contract in conformance with safeguards against fraud and abuse as set forth by **H-GAC**, the State of Texas and the acts and regulations of any funding entity. **CONTRACTOR** agrees to notify **H-GAC** of **any** suspected fraud, abuse or other criminal activity related to this Contract through filing of a written report promptly after it becomes aware of such activity.

ARTICLE 18: GOVERNING LAW & VENUE

This Contract shall be governed by the laws of the State of Texas. Venue and jurisdiction of any suit or cause of action arising under or in connection with this Contract shall lie exclusively in Harris County, Texas. Disputes between **END USER** and **CONTRACTOR** are to be resolved in accord with the law and venue rules of the state of purchase. **CONTRACTOR** shall immediately notify **H-GAC** of such disputes.

ARTICLE 19: PAYMENT OF H-GAC ORDER PROCESSING CHARGE

CONTRACTOR agrees to sell its products to **END USERS** based on the pricing and other terms of this Contract, including, but not limited to, the payment of the applicable **H-GAC** order processing charge. On notification from an **END USER** that an order has been placed with **CONTRACTOR**, **H-GAC** will invoice **CONTRACTOR** for the applicable order processing charge. Upon delivery of any product/service by **CONTRACTOR** and acceptance by **END USER**, **CONTRACTOR** shall, within thirty (30) calendar days or ten (10) business days after receipt of payment, whichever is less, pay **H-GAC** the full amount of the applicable order processing charge, whether or not **CONTRACTOR** has received an invoice from **H-GAC**. For sales made by **CONTRACTOR** based on this contract**,** including sales to entities without Interlocal Contracts, **CONTRACTOR** shall pay the applicable order processing charges to **H-GAC.** Further, **CONTRACTOR** agrees to encourage entities who are not members of H**-GAC's** Cooperative Purchasing Program to execute an **H-GAC** Interlocal Contract. **H-GAC** reserves the right to take appropriate actions including, but not limited to, contract termination if **CONTRACTOR** fails to promptly remit **H-GAC's** order processing charge. In no event shall **H-GAC** have any liability to **CONTRACTOR** for any goods or services an **END USER** procures from **CONTRACTOR**.

ARTICLE 20: LIQUIDATED DAMAGES

Any liquidated damages terms will be determined between **CONTRACTOR** and **END USER** at the time **END USER's** purchase order is placed.

ARTICLE 21: PERFORMANCE AND PAYMENT BOND FOR INDIVIDUAL ORDERS

H-GAC's contractual requirements DO NOT include a Performance & Payment Bond (PPB), and offered pricing should reflect this cost saving. However, **CONTRACTOR** must be prepared to offer a PPB to cover any specific order if so requested by **END USER**. **CONTRACTOR** shall quote a price to **END USER** for provision of any requested PPB, and agrees to furnish the PPB within ten business (10) days of receipt of **END USER's** purchase order.

ARTICLE 22: CHANGE OF CONTRACTOR STATUS

CONTRACTOR shall immediately notify **H-GAC,** in writing, of **ANY** change in ownership, control, dealership/franchisee status, Motor Vehicle license status, or name, and shall also advise whether or not this Contract shall be affected in any way by such change. **H-GAC** shall have the right to determine whether or not such change is acceptable, and to determine what action shall be warranted, up to and including cancellation of Contract.

ARTICLE 23: LICENSING REQUIRED BY TEXAS MOTOR VEHICLE BOARD *[IF APPLICABLE]*

CONTRACTOR will, for the duration of this Contract, maintain current licenses that are required by the Texas Motor Vehicle Commission Code. If at any time during this Contract period, any **CONTRACTOR'S** license is not renewed, or is denied or revoked**, CONTRACTOR shall** be deemed to be in default of this Contract unless the Motor Vehicle Board issues a stay or waiver. Contractor shall promptly provide copies of all current applicable Texas Motor Vehicle Board documentation to **H-GAC** upon request.

IN WITNESS WHEREOF, the parties have caused this Contract to be executed by their duly authorized representatives.

Signed for **Houston-Galveston Area Council,** Houston, Texas: _____

Jack Steele, Executive Director

Attest for **Houston-Galveston Area Council,** Houston, Texas: _____

Deidre Vick, Director of Public Services

Date: _____, 20___

Signed for **Tetra Tech, Inc.**

Maitlant, Florida: _____

Printed Name & Title: _____

Date: _____ 20___

Attest for **Tetra Tech, Inc.**

Maitlant, Florida: _____

Printed Name & Title: _____

Date: _____, 20___

Attachment A
Tetra Tech, Inc.
Contract No.: HP07-16

The All Hazards Preparedness, Planning Consulting and Recovery Services (for security, disaster preparedness, and emergency response and recovery) provided under this contract, and the allowable charges for those services, shall be per contractor's proposal submitted March 10, 2016, in response to H-GAC Request For Proposals HP07-16.

Services Included:

Emergency Management Consulting	Hazard mitigation planning; emergency operations planning; continuity of operations (COOP) planning; continuity of government (COG) planning; emergency support function (ESF) planning; departmental emergency response planning; evacuation planning; regional catastrophic planning; mass care/surge capacity planning; MMRS planning; volunteer management planning; family assistance center and reunification planning; EMAP accreditation support; strategic planning; disaster debris management planning; information technology disaster recovery planning; crisis communication/public information planning; HAZMAT commodity flow studies and local emergency planning committee; crisis planning for higher education; training, testing and exercises; integrated planning and management system; internet/computer-based training; asset management; operations center services; shared/integrated digital environmental; Occupational Health and Safety Planning; Ebola and other special emerging pathogens planning; mass fatality planning; responder and disaster worker health and safety; community rating system (CRS) assessment; CRS application; repetitive loss area analysis
Debris Program Management Consulting Services	Comprehensive program management; disaster debris removal procurement and negotiations; collection monitoring; disposal monitoring; hazardous waste collection, disposal and monitoring; leaner/hanger/stump removal monitoring; debris management site (DMS) environmental support; beach remediation/restoration; private property debris removal (PPDR) program administration; waterway debris removal monitoring; field data collection/ management/billing/invoicing; data management; customer information/citizen hotline/community relations; emergency responder website services; data collection

Grant Administration and Disaster Recovery Management Services	FEMA reimbursement technical assistance consulting; FEMA compliance monitoring and audit oversight; IA services; PA services, grant application development and administration; HUD CDBG-DR services; Unmet needs assessment; policies and procedures manual development; damage assessment; eligibility consultation; project ranking; financial advisory; cash flow management; procurement assistance; benefit cost analysis; feasibility and effectiveness studies; floodplain feasibility modeling; advanced feasibility modeling; site survey and legal description review; owners representative services; appraisal and valuation services; title due diligence; public outreach program; public meeting facilitation; homeowner consultation; relocation assistance; property management; negotiations; closing; data and documentation management; hazard mitigation proposals; contractor invoice reconciliation; regulatory compliance monitoring; project scoping; insurance adjusting/subrogation; eligibility appeals; grant closeout; HUD action plan development; unmet needs analysis; emergency operations center staff augmentation
Long-Term Recovery Planning and Economic Development	Long-term recovery planning; economic development; land use planning
Emergency Network and Response Services	Emergency response and support; planning, engineering, and management services; audits, inspections; and maintenance services; microwave services; tower erection and modifications; civil construction services; building upgrades; electrical systems, including AC/DC power and battery backup; generator systems; troubleshooting; site development and real estate services; software application development
Vulnerability/Hazard Identification/ Risk Assessment Services	Hazardous identification and incident response; ecological risk assessments; CERCLA and RCRA Evaluation; vulnerability assessments
Environmental Services	HUD/FEMA environmental reviews, decontamination; climate change adaptation; restoration and remediation

EXHIBIT B: FEE FOR SERVICES

To the extent that H-GAC or any of its end users request Tetra Tech's assistance, the following positions and hourly rates shall apply. The fees for these services can be provided on a fixed fee or time and materials basis plus reasonable non-labor expenses. Such non-labor expenses shall be invoiced as follows: (1) travel expenses including airfare and car rental shall be invoiced at cost without mark-up; (2) lodging shall be invoiced up to the per diem rate according to the General Services Administration (GSA) rates established at www.gsa.gov (3) meals and incidentals shall be invoiced at the GSA per diem rate (no receipts are required); (4) mileage shall be invoiced at the federally published rate; (5) field documents and other equipment/supplies shall be invoiced at cost without mark-up; and (6) other required non-labor expenses as may be applicable to the project and pre-approved by Tetra Tech and the Client shall be invoiced at cost without mark-up.

Table C-1: Debris Program Management Hourly Rates

Category	Hourly Rate
Field Project Manager	$75.00
Operations Manager	$60.00
Health and Safety Officer	$59.00
Data Manager	$55.00
GIS Analyst	$49.00
Field Supervisor	$45.00
Billing/Invoice Analyst	$39.00
Disposal Site Monitor	$35.00
Collection Monitor	$35.00
Project Coordinator	$34.00
Load Ticket Data Entry Clerk	$32.00
Call Center Staff	$32.00

Electronic Ticketing Device: As an optional service, Tetra Tech can provide electronic ticketing devices for an additional $3.00 per hour to specific labor categories to cover the costs associated with using Tetra Tech's ADMS. The specific labor categories include operations manager, data manager, field supervisor, disposal site monitor, and collection monitor. The use of Tetra Tech's ADMS is at the discretion of the client. Special costs such as boat rental and marine expenses shall be billed at cost without mark-up.

Table C-2: Homeland Security and Emergency Management Consulting/Planning Hourly Rates

Category	Hourly Rates
Administrative Specialist I	$40.00
Administrative Specialist II	$48.00
Research Assistant	$51.00
Proposal Coordinator	$53.00
Comm. Technician	$57.00
Help Desk Operator	$62.00
Administrative Specialist III	$64.00
Research Assistant II	$66.00
Service Center/Logistics Specialist	$68.00
Analytical Aide	$75.00
Planning Aide	$80.00
Project Control Specialist	$83.00
Oracle Database Administrator	$85.00
Consulting Aide	$85.00
Assistant Planner/ Scientist/Assessor/Analyst/ Environmental Specialist	$95.00
Program Planner/ Scientist/Assessor/Analyst/ Environmental	$100.00

Specialist	
System Administrator	$105.00
Law Enforcement Subject Matter Expert/Trainer	$110.00
Consultant/Planner/ Scientist/Assessor/Analyst/Environmental Specialist I	$110.00
Public Assistance/Grant Management Consultant	$115.00
Fire/HAZMAT Subject Matter Expert/Trainer	$122.00
Project Manager/Consultant/Planner/ Scientist/Assessor/Analyst/Environmental Specialist II	$125.00
Project Manager/Consultant/Planner/ Scientist/Assessor/ Environmental Specialist Analyst III	$135.00
Senior Public Assistance/Grant Management Consultant	$135.00
Senior Oracle DBA	$138.00
Senior Planner/ Assessor/Scientist/Analyst	$145.00
Supervising Public Assistance Consultant	$150.00
Senior Consultant/Planner/ Scientist/Assessor/Analyst/ Environmental Specialist	$150.00
Supervising Consultant/Planner/ Scientist/Assessor/Analyst/Environmental Specialist	$158.00
Program Manager	$165.00
Senior Program Manager	$175.00
Principal Consultant/Planner/ Scientist/Assessor/Analyst	$195.00
Principal in Charge/Executive Consultant/Planner/Scientist/Assessor	$225.00
Subject Matter Expert	$244.00
Senior FEMA Appeals Legal Specialist	$350.00

Table C-3: Emergency Network Support Services Hourly Rates

Category	Hourly Rate
Certified Radio Tech	$90.00
Certified Lead Climber	$90.00
Certified Climber	$75.00
Site Acquisition Services	$190.00
Application Developer	$190.00

Zimbra **evangelina.garcia@co.hidalgo.tx.us**

Fwd: H-GAC Award Notice: HP07-16

From : Evangelina Garcia <evangelina.garcia@co.hidalgo.tx.us>
Thu, Jun 02, 2016 11:55 AM
2 attachments

Subject : Fwd: H-GAC Award Notice: HP07-16

To : Martha Salazar <martha.salazar@co.hidalgo.tx.us>

Cc : Ricardo Saldana <ricardo.saldana@co.hidalgo.tx.us>, Rey Salazar <rey.salazar@co.hidalgo.tx.us>

Marty;
Pursuant to my discussion with you regarding the consulting services contract with Tetra Tech amid H-GAC RFP HP07-13-Consulting Services for All Hazard Preparedness, Planning, Consulting and Recovery Services expired on May 31, 2016 as this was the H-GAC term. This vendor was fka "Beck Disaster" with their services of consulting, monitoring purposes when activating "Ashbritt" in the past for the disaster recovery services during hurricane and/or the torrential rains the County experienced.

Since February 11, 2016, I have been in communication with H-GAC, more specifically with Aundre Petty as the coop itself was in the process of a new RFP for said services. Last email I received from him [see correspondence below and attachment] was on May 16, 2016. I just went into the H-GAC Coop Website and the new information has not been posted yet leaving the County in a situation where it cannot proceed in engaging said services. H-GAC received 35 responses [see attachment] which Tetra Tech is listed. This information should assist in placing an agenda item to inform Commissioners Court for direction.

I also attached Tetra Tech's information when we engaged them back on May of 2015 for guidance/direction.

Whoever is assigned this project should continue communicating with Aundre Petty; his information is listed below.

Thank you;

Vangie Y. Garcia, Contract Manager
Hidalgo County Purchasing Department
2812 S. Business Hwy. 281

Edinburg, Texas 78539
Email: evangelina.garcia@co.hidalgo.tx.us
Phone: 956-292-7000-Ext. 4856

From: "Aundre Petty" <Aundre.Petty@h-gac.com>
To: "Aundre Petty" <Aundre.Petty@h-gac.com>
Cc: "Brian Denzel" <Brian.Denzel@h-gac.com>, "Bob Pearce" <BPearce@pearlandtx.gov>, "Evangelina Garcia" <evangelina.garcia@co.hidalgo.tx.us>
Sent: Monday, May 16, 2016 3:23:47 PM
Subject: H-GAC Award Notice: HP07-16

To: All Respondents of Record
Re: Notification of Contract Award Recommendations
Invitation #: HP07-16
Product/Service: All Hazards Preparedness, Planning, Consulting and Recovery Services
H-GAC Board Date: May 17, 2016

Thank you for your response to our bid invitation. Attached is the contract award recommendations document for which the H-GAC Board of Directors will vote on (5/17). If you have been recommended for a contract award, you should receive contract documents for signature shortly. NOTE: recommended contractors may not process any purchase orders until the signed contract documents have been executed and returned to H-GAC.

To assist and support contractors in the effective use of our program, H-GAC hosts ongoing teleconference "Contractor Orientations". They cover program operations, handling new participants, contract pricing worksheets, marketing, and other related program information. Once contract documents have been signed and returned to H-GAC, contractors should sign up for the earliest convenient orientation session as the dates become available on our calendar. Contractors should include, at a minimum, the staff person(s) who will be the day-to-day contact(s) for our participants wishing to place orders or obtain information. However, any of your staff who will be working with our program are welcome and encouraged to attend. Contractors should use the orientation registration form at the following link:
http://www.hgacbuy.org/events/

Once signed up for a session, an H-GAC staff member will supply you with an orientation phone number and log-in instructions.

Thank you,

Aundre Petty, CTPM
Specifications Specialist
Cooperative Purchasing

Houston Galveston Area Council
3555 Timmons Lanes, Suite 120
Houston, Tx 77027
Direct: 713-993-2453
Fax: 713-993-4548
Toll Free: 800-926-0234
aundre.petty@h-gac.com
www.HGACBuy.org
Helping Governments Across the Country Buy

C-15-205-05-19-TETRA TECH, INC.-CONSULTING SERVICES-EMERGENCY PREPAREDNESS & DISASTER RECOVERY SERVICES-HC WIDE.pdf
6 MB

psc-All Hazards Preparedness Planning Consulting Recovery Services.pdf
24 KB

COOPERATIVE PURCHASING PROGRAM
ALL HAZARDS PREPAREDNESS, PLANNING, CONSULTING AND RECOVERY SERVICES

Background

H-GAC received and opened thirty-five competitive proposals for All Hazards Preparedness, Planning, Consulting and Recovery Services on March 10, 2016. The following companies submitted proposals:

Adjusters International, Inc.	Utica, NY
Amec Foster Wheeler Environment & Infrastructure, Inc.	Orlando, FL
BCFS Health and Human Services	San Antonio, TX
CB&I Environmental & Infrastructure, Inc.	Austin, TX
CDR Maguire Inc.	Doral, FL
Centurion Solutions LLC	College Station, TX
CGI Technologies and Solutions Inc.	Austin, TX
CohnReznick LLP	Austin, TX
CTEH, LLC	Kemah, TX
David M. Shapiro Disaster Planning & Recover Consultants, Inc.	Boca Raton, FL
DCMC, LLC (dba DCMC Partners)	Alexandria, VA
Dewberry Consultants LLC	Fairfax, VA
Disaster Recovery and Risk Solutions, LLC	Houston, TX
Ernst & Young LLP	Dallas, TX
GMC Consultants, LLC	Houston, TX
GP Strategies	Columbia, MD
H2O Partners, Inc.	Austin, TX
Hagerty Consulting, Inc.	Evanston, IL
Hunt, Guillot & Associates, LLC	Ruston, LA
Innovative Emergency Management, Inc.	Morrisville, NC
Integrated Solutions Consulting Corp.	St. Louis, MO
Michael Baker International, Inc.	Virginia Beach, VA
Mission Critical Partners, Inc.	Port Matilda, PA
Mooring Recovery Services, Inc.	Grand Prairie, TX
NewGen Strategies and Solutions, LLC	Austin, TX
SafePlans, LLC	Palm Harbor, FL
Solix, Inc.	Parsippany, NJ
Stuart Consulting Group, Inc.	Metairie, LA
Tetra Tech, Inc.	Maitland, FL
The Louis Berger Group, Inc.	Exton, PA
The Olson Group, Ltd	Alexandria, VA
Thompson Consulting Services, LLC	Lake Mary, FL
Tidal Basin Government Consulting, LLC	Alexandria, VA
True North Emergency Management, LLC	Arlington, TX
Witt O'Brien's	Washington, DC

(over)

Current Situation
Three of the thirty-five proposals did not meet the minimum requirements. The thirty-two proposals listed in the recommendation table are being recommended for award.

Funding Source: Participating local government purchases
Budgeted: NA

Action Requested
Request authorization to negotiate contracts with each respondent listed in the Contract Award Recommendation Table below, and as may be applicable, extend contract assignments to other authorized vendors during the contract period.

HP07-16 Contract Award Recommendations

Recommended Awardees	H-GAC Category Codes
Amec Foster Wheeler Environment & Infrastructure, Inc.	A
BCFS Health and Human Services	A
CDR Maguire Inc.	A
Centurion Solutions LLC	A & B
CGI Technologies and Solutions Inc.	A & B
CohnReznick LLP	A & B
CTEH, LLC	A & B
David M. Shapiro Disaster Planning & Recover Consultants, Inc.	A
DCMC, LLC (dba DCMC Partners)	A & B
Dewberry Consultants LLC	A
Disaster Recovery and Risk Solutions, LLC	A & B
Ernst & Young LLP	A
GMC Consultants, LLC	A & B
GP Strategies	A & B
H2O Partners, Inc.	A & B
Hagerty Consulting, Inc.	A & B
Hunt, Guillot & Associates, LLC	A
Innovative Emergency Management, Inc.	A & B
Integrated Solutions Consulting Corp.	A & B
Michael Baker International, Inc.	A & B
Mission Critical Partners, Inc.	A
Mooring Recovery Services, Inc.	B
NewGen Strategies and Solutions, LLC	A
Solix, Inc.	A & B
Stuart Consulting Group, Inc.	A
Tetra Tech, Inc.	A
The Louis Berger Group, Inc.	A & B
The Olson Group, Ltd	A
Thompson Consulting Services, LLC	A
Tidal Basin Government Consulting, LLC	A
True North Emergency Management, LLC	A
Witt O'Brien's	A

AI-54868

Executive Office 21. A.

CC - REGULAR

Meeting Date: 06/07/2016

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

Department: COUNTY JUDGE

Information

CAPTION

Discussion, consideration and action on Letter of Committment from Commissioners Court to partner with Tropical Texas Behavioral Health for the Assisted Outpatient Treatment (AOT) Grant Program (related to outpatient treatment) with authority for County Judge to sign; to be submitted with grant application to The Substance Abuse and Mental Health Services Administration

BACKGROUND

No Cash Match.

Mr. Terry Crocker,CEO of TTBH to be present.

Fiscal Impact

FISCAL YEAR: ACCT. #:

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

BUDGETARY IMPACT:

No Cash Match.

Attachments

DRAFT

EMAIL

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	06/01/2016 04:03 PM
Final Approval	Monica Badillo	06/03/2016 05:59 PM

Form Started By: Monica Badillo Started On: 06/01/2016 03:31 PM

Final Approval Date: 06/03/2016

<PLACE ON LETTERHEAD>

May 26, 2016

Attention: Ramon Garcia, Hidalgo County Judge
Hidalgo County Commissioners Court
100 E. Cano St. 2nd Floor
Edinburg, TX 78539

Christopher Craft, Director of Grant Review
Office of Financial Resources
Substance Abuse and Mental Health Services Administration
Room 17E06
Fishers Lane
Rockville, MD 20857

RE: LETTER OF COMMITTMENT

Dear Mr. Craft:

Hidalgo County Judge's Office's Commissioners Court is pleased to offer this letter indicating our commitment to partner with Tropical Texas Behavioral Health on their Assisted Outpatient Treatment (AOT) grant program. Our office is committed to serving the people of the Rio Grande Valley, working in partnership with our communities, and achieving prosperity.

Communities in the RGV face substantial disparities in the availability of quality healthcare in comparison to other parts of the state and the country. The types and degree of illness and disability faced by the clients and families Tropical Texas Behavioral Health serves, coupled with high rates of poverty and lack of insurance, make it especially difficult to obtain health care and social services. With a population of more than 1.5 million predominantly Hispanic residents (83%), the RGV has grown faster and has higher rates of poverty compared to other areas of the state.

As an organization that is creative about its approach to finding solutions, we are excited about the potential to serve our community by implementing a program designed to reduce the incidence and duration of psychiatric hospitalization, homelessness, incarcerations, and interactions with the criminal justice system while improving the health and social outcomes of individuals with a serious mental illness (SMI). To ensure program success, the Hidalgo County Judge's Office's Commissioners Court is committing to appointing a representative to serve on a team (i.e., District Attorney, Public Defender, Probation Officer, Behavioral Health Staff, and/or the like) to:

1. Discuss potential cases and determine if they are good program candidates for the jail diversion program;
2. Develop and/or refine program structure and guidelines; and,

3. Determine and apply progressive consequences for program candidates that are noncompliant.

If you have any questions about this letter, please feel free to contact me at (956) 318-2600 or by email at countyjudge@co.hidalgo.tx.us.

Sincerely,

Hon. Ramon Garcia
Hidalgo County Judge

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

Fwd: AOT Grant: Letter Template for Commissioners Court and Attachments Needed

From : Erika Reyna <erika.reyna@co.hidalgo.tx.us> Wed, Jun 01, 2016 02:36 PM

Subject : Fwd: AOT Grant: Letter Template for Commissioners Court and Attachments Needed 2 attachments

To : Monica Badillo <monica.badillo@co.hidalgo.tx.us>, Valde Guerra <valde.guerra@co.hidalgo.tx.us>

Cc : Sandra de Leon <sandra.deleon@co.hidalgo.tx.us>

Good afternoon Valde and Monica,

Fyi, Mr. Terry Crocker from Tropical Texas forwarded the attached for Commissioners' Court consideration. He stated that the attachments required documentation for a grant application they are submitting in partnership with the DA and Sheriff related to outpatient treatment (he referenced a recent article about this item). Would you be able to place this item on next Tuesday's Agenda (due to fast approaching deadline) under Executive Office?

Mr. Crocker stated there is no match requirement and he is available to respond to any questions. He will also be attending Court on Tuesday.

Thanks,

Erika Reyna-Velazquez
Assistant Chief Administrator

Hidalgo County Judge's Office
100 E Cano St, Ste 201
Edinburg, TX 78539

Tel: 956.318.2600
Email: erika.reyna@co.hidalgo.tx.us

From: "102014 - Terry Crocker" <Tcrocker@ttbh.org>
To: "erika reyna" <erika.reyna@co.hidalgo.tx.us>
Sent: Tuesday, May 24, 2016 3:30:52 PM
Subject: FW: AOT Grant: Letter Template for Commissioners Court and Attachments Needed

Erika –

Attached and below as discussed. Please keep me posted and let me know what further I need to do.

Terry

W. Terry Crocker, M.B.A., M.A.

Chief Executive Officer
Tropical Texas Behavioral Health
(956)289-7258
(956)289-7254 fax

Confidentiality Statement

_____
Tropical Texas Behavioral Health is one of the Rio Grande Valley's leading providers of behavioral healthcare. This email transmission and/or its attachments may contain confidential health information or privileged and confidential attorney-client information, intended only for the use of the individual or entity named above.

The authorized recipient of this information is prohibited from disclosing it to any other party unless required to do so by law and is required to delete/destroy the information after its stated need has been fulfilled. If you are not the intended recipient, you are hereby notified that any disclosure, dissemination, distribution or copying of this
communication is strictly prohibited. If you have received this transmission in error, please notify the sender immediately and delete this information from all files and drives in your possession, custody or control.

We appreciate your efforts to protect the confidential information of Tropical Texas and its customers.

From: 101835 - Jim Banks
Sent: Monday, May 23, 2016 6:41 AM
To: 102014 - Terry Crocker <Tcrocker@ttbh.org>; 102077 - Holly Borel <HBorel@ttbh.org>
Subject: FW: AOT Grant: Letter Template for Commissioners Court and Attachments Needed

See attached letters of support for SAMHSA AOT grant.

> **From:** Laura Reagan-Porras [mailto:creativealignmentconsulting@gmail.com]
> **Sent:** Monday, May 23, 2016 12:57 AM
> **To:** 101835 - Jim Banks <Jbanks@ttbh.org>
> **Subject:** AOT Grant: Letter Template for Commissioners Court and Attachments Needed
>
> Dear Jim,
>
> Thanks for all the good information. I am making my way through it. As promised please find the letter for the County Judge and Commissioner's Court, attached.
>
> Obviously, please change the names for Cameron County. They will need to sign both the letter and the assurances statement form (1 for each county). No other letters of support are allowed. See the instructions for the SAMSHA FOA below.
>
> Please begin to compile what you can and I will help generate the rest. The attachments cannot exceed 30 pages.
>
> Thank you,
> Laura
>
> Attachment 1: (1) Identification of at least one experienced, licensed mental health/substance abuse home- and community-based treatment provider organization; (2) a list of all direct home- and

community-based service provider organizations that have agreed to participate in the proposed project, including the applicant agency, if it is a treatment or prevention service provider organization; (3) letters of commitment from these direct service provider organizations; **(Do not include any letters of support. Reviewers will not consider them if you do.**) (4) the Statement of Assurance (provided in Appendix II of this announcement) signed by the authorized representative of the applicant organization identified on the first page (SF-424) of the application, that assures SAMHSA that all listed providers meet the 2-year experience requirement, are appropriately licensed, accredited, and certified, and that if the application is within the funding range for an award, the applicant will send the GPO the required documentation within the specified time.

o Attachment 2: **Data Collection Instruments/Interview Protocols** – if you are using **standardized data collection** instruments/interview protocols, you do not need to include these in your application. Instead, provide a web link to the appropriate instrument/protocol. If the data collection instrument(s) or interview protocol(s) is/are **not standardized**, you must include a copy in Attachment 2.

o Attachment 3: **Sample Consent Forms**

o Attachment 4: **Letter to the SSA** (if applicable; see PART II: Appendix C –Intergovernmental Review (E.O. 12372) Requirements). **Laura will research this. I don't believe its required for Texas.**

o Attachment 5: A letter from the state or county indicating that the proposed project addresses a state- or county-identified priority. Tribal applicants must provide similar documentation relating to tribal priorities. **See attached. Just secure signatures.**

Letter_Commitment.AOT.docx
15 KB

Statement of Assurance.docx
15 KB

Executive Office 21. B.

AI-54359

CC - REGULAR
Meeting Date: 06/07/2016
Submitted By: Monica Badillo, EXECUTIVE OFFICE
Department: EXECUTIVE OFFICE

Information

CAPTION

Requesting permission by Sacred Heart Catholic Church in Edinburg to use the courthouse parking lot for their Annual Karmesse to be held on October 8, 2016

BACKGROUND

Fiscal Impact

Attachments

req and ins

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	04/27/2016 10:33 AM
Final Approval	Monica Badillo	06/03/2016 05:59 PM

Form Started By: Monica Badillo Started On: 04/25/2016 11:08 AM
Final Approval Date: 06/03/2016

SACRED HEART CATHOLIC CHURCH

Dear Irene,

Sacred Heart Catholic Church Edinburg is requesting permission to use the parking lot across from the Court House for this year's Annual Karmesse. We're holding the event on Saturday, October 8, 2016. Please contact me if you have any other questions. My contact number is 9564576725.

Sincerely,

Fr. Kumar ss.cc

FR.Kumar

Pastor

215 North 16th Avenue, Edinburg, Texas 78541-3523
Telephone: 956-383-3253 Facsimile: 956-383-7311
In the Pastoral Care of the Congregation of the Sacred Hearts of Jesus and Mary (SS.CC.)

LEDGER PAGE FOR CERTIFICATE 9007 FOR THE TERM 07/01/2015 TO 07/01/2016

THE CATHOLIC MUTUAL RELIEF SOCIETY OF AMERICA

10843 Old Mill Road Suite 300 Omaha, Nebraska 68154-2600
Phone 1-800-228-6108

DIOCESE OF BROWNSVILLE PAGE 520
Sacred Heart Church
215 N 16TH AVENUE

EDINBURG TX 78539

Item	Property	Fire, Ext. Coverage, All Risk Building & Contents		Use	Date of Change	Record of Other Coverages	
1	*CHURCH 215 N 16TH AVENUE EDINBURG, TX 78539	RC	1,017,000		07/01/2015	COMPUTER FLOATER	100,000
						ORDN DEFICIENCY	1,000,000
						LOSS OF INCOME	1,000,000
2	RECTORY	RC	655,000		07/01/2015	MOBILE EQUIP FLT	25,000
						VALUABLE PAPERS	50,000
5	SCHOOL ANNEX BUILDING/ SCHOOL #98	RC	920,000		07/01/2015	ACCT'S RECV	50,000
8	NEW CHURCH 215 N 16TH ST	RC	5,270,000		07/01/2015	EXCESS LIABILITY	20,000,000
						GENERAL LIAB	250,000
						MEDICAL PAYMENTS	5,000
						XS CSL BI-PD	250,000
						XS EMP. LIAB.	400,000
						BOND/FIDELITY	250,000
	Total		Continued				

Personal Property Coverage: Each Priest & Religious on Assignment at covered location - $25,000. Comprehensive Personal Liability Coverage: Each Priest - $300,000.

BOILER AND MACHINERY "IF APPLICABLE"
*BUILDING ONLY

Mailing Address
SACRED HEART CHURCH
215 N 16TH AVENUE
EDINBURG TX 78539

Telephone (956) 383-3253

RC=Replacement Cost

Run Date 9/10/2015

LEDGER PAGE FOR CERTIFICATE 9007 FOR THE TERM 07/01/2015 TO 07/01/2016

THE CATHOLIC MUTUAL RELIEF SOCIETY OF AMERICA

10843 Old Mill Road Suite 300 Omaha, Nebraska 68154-2600
Phone 1-800-228-6108

DIOCESE OF BROWNSVILLE PAGE 520
Sacred Heart Church
215 N 16TH AVENUE

EDINBURG TX 78539

Item	Property	Fire, Ext. Coverage, All Risk Building & Contents	Use	Date of Change	Record of Other Coverages
					WORKERS COMPENSATION
	Total	7,862,000			Personal Property Coverage: Each Priest & Religious on Assignment at covered location - $25,000. Comprehensive Personal Liability Coverage: Each Priest - $300,000.

BOILER AND MACHINERY "IF APPLICABLE"
*BUILDING ONLY

Mailing Address
SACRED HEART CHURCH
215 N 16TH AVENUE
EDINBURG TX 78539

Telephone (956) 383-3253

RC=Replacement Cost

Run Date 9/10/2015

Executive Office 21. C.

AI-54818

CC - REGULAR
Meeting Date: 06/07/2016
Submitted For: Roy Quintanilha, SAFETY DIVISION
Submitted By: Aida Alvarez, SAFETY DIVISION
Department: SAFETY DIVISION

Information

CAPTION

Approval to accept settlement check from State Farm Insurance Company in the amount of $2,367.25 to settle auto accident claim with County vehicle. (Sheriff Office)

BACKGROUND

DOL: 03/10/16 Acct #: 6-1100-360-00-000-005-0-000

Fiscal Impact

FISCAL YEAR: 2016 ACCT. #: 6-1100-360-00-000-005-0-000
FUNDS AVAILABLE Y/N?: Y MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:
GEN FUND-MISC-REV-INSURANCE CLAIMS

Attachments

State Farm Insurance Company Settlement Check

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	05/27/2016 11:19 AM
Final Approval	Monica Badillo	06/03/2016 05:59 PM

Form Started By: Aida Alvarez Started On: 05/27/2016 10:51 AM
Final Approval Date: 06/03/2016

PAYMENT NO 1 25 179316 J
PAYMENT AMOUNT $2,367.25
ISSUE DATE 05-19-2016
AUTHORIZED BY BURROLA, JESUS
PHONE (855) 341-8184

CLAIM NO 53-846Q-158
LOSS DATE 03-10-2016
POLICY NO 2544-411-53B
INSURED PENA, GUSTAVO

HIDALGO COUNTY
9805A N 10TH ST
MCALLEN TX 78504

COVERAGE DESCRIPTION	ON BEHALF OF	AMOUNT
PROPERTY DAMAGE LIABILITY	HIDALGO COUNTY	2,367.25

RETAIN STUB FOR RECORDS

GREEN DROPOUT APPEARS ON FACE OF DOCUMENT

StateFarm STATE FARM MUTUAL AUTOMOBILE INSURANCE COMPANY 1 25 179316 J

PROPERTY DAMAGE
PROP D OFFICE - PCQ0715.P07PU

JPMORGAN CHASE BANK, NA 56-1544/441
COLUMBUS, OH 43240

DATE 05-19-2016 MM DD YYYY

CLAIM NO 53-846Q-158 INSURED PENA, GUSTAVO
LOSS DATE 03-10-2016

EXACTLY TWO THOUSAND THREE HUNDRED SIXTY-SEVEN AND 25/100 DOLLARS $***2,367.25

Pay to the Order of: HIDALGO COUNTY

AUTHORIZED SIGNATURE

AUTHORIZED SIGNATURE

VOID IF GREEN COLORED BACKGROUND IS MISSING

SECURED DOCUMENT WATERMARK APPEARS ON BACK, HOLD AT 45° ANGLE FOR VIEWING

⑈ 25 1 79316 ⑈ ⑆044115443⑆ 627119209⑈

Collision Masters, Inc.

11700 North Rooth
Edinburg, TX 78541

Phone (956) 380-3868 Fax (956) 380-0822

Invoice

No: 21755
Scheduled In Date: 4/5/2016
Delivered Date:
Service Rep: SHANNON BARBO
Page 1
PO No:

Name

678, UNIT
NA
NA, TX 78541-
(123) 456-7890

Service Item

14 Chevrolet Tahoe Commercial 4 DR Wag
6
Lic: TX STATE
Vin: 1GNLCDEC8GR14961 Color: BROWN
Mileage In: Out:
Paint Code: Trim Code:

Insurance Information

Claim No: 21755
Policy No:
Date of Loss:
Deductible: 0

Insurance Company

FLEET ACCOUNT

Adjuster

JOSE LOPS

Line No	Operation	Description	Part No.	Type	Amount	Labor Type	Labor Hours	Refinish Hours
1	Additional Labor	Frt Bumper Cvr Overhau	ADDNL LABOR OPERATION					
2	Remove/Replace	Cover,Front Bumper	25614570	NP	479.33	BL	3.8	
3	Refinish	Cover,Front Bumper	REFINISH					4.6
4	Remove/Replace	Headlamp Assy,Halogen RT	22893028	NP	s 735.62			
5	Remove/Install	Headlamp Assy,Halogen RT	R&I ASSEMBLY					
6	Blend	Fender,Front RT	BLEND REFINISH					s .0
7	Additional Labor	Headlamps Aim	ADDNL LABOR OPERATION	NP	s .00	BL	s .2	
8	Blend	Panel,Hood	BLEND REFINISH					s 2.0
9	Repair	Fender,Front RT	REPAIR			BL	s 7.0	
10	Refinish	Fender,Front RT	REFINISH					s 2.8
11	Blend	Pnl,Front Door Outer RT	BLEND REFINISH					s 1.6
12	Remove/Install	Mirror,Outer Standard RT	R&I ASSEMBLY			BL	s .3	
13	Remove/Install	Handle,Front Door Otr RT	R&I ASSEMBLY			BL	s .5	
14		Paint Materials		PM	s 286.00			

Notes

Type	Description	Qty	Each	Amount	Tax Rate	Tax	Total
BL	Body Labor	3.80	38.00	144.40	0.00%	.00	
NP	NonTaxable Part			479.33	0.00%	.00	
PM	Paint Materials			161.20	0.00%	.00	
RL	Refinish Labor	6.20	38.00	235.60	0.00%	.00	
ESTIMATE TOTALS				**1,020.53**		**.00**	**1,020.53**

Type	Description	Qty	Each	Amount	Tax Rate	Tax	Total
BL	Body Labor	8.00	38.00	304.00	NP	NonTaxable Part	
SUPPLEMENT TOTALS				**1,346.72**		**.00**	**1,346.72**

Type	Description	Qty	Each	Amount	Tax Rate	Tax	Total
BL	Body Labor	11.80	38.00	448.40	0.00%	.00	448.40
NP	NonTaxable Part			1,214.85	0.00%	.00	1,214.85
PM	Paint Materials			286.00	0.00%	.00	286.00

RL	Refinish Labor	11.00	38.00	418.00	0.00%	.00	418.00
INVOICE TOTALS				2,367.25		.00	2,367.25

An express mechanic's lien is hereby acknowledged on the above vehicle to secure the amount of repairs incurred by us exceeding amounts valid for repairs on the above vehicle. I also hereby make, constitute and appoint you and/or your employees as my true lawful attorney for me and in my name, place, and stead to ask, demand, collect, sign for and receive all such sums of money which are or shall be our own property and belonging to me, or detained from me, unless to the vehicle herein described. This includes full power and authority to sign my name to all checks, drafts, and/or negotiable instruments related to or existing out of work done by you and/or your employees on the above mentioned vehicle.

Signature: _____ Date: 9-27-16

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Executive Office 21. D.

AI-54930

CC - REGULAR
Meeting Date: 06/07/2016
Submitted By: Monica Badillo, EXECUTIVE OFFICE
Department: EXECUTIVE OFFICE

Information

CAPTION

Discussion and possible action ratifying Edinburg Economic Development Corporation action of EEDC Meeting held on December 29, 2015, relating to a waiver of the restrictions, conditions and covenants contained in the Correction Special Warranty Deed dated September 11, 2006 in favor of the Edinburg Economic Development Corporation and binding upon First National Bank, a national banking association, and/or any successors or assigns of First National Bank

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	06/03/2016 04:52 PM
Final Approval	Monica Badillo	06/03/2016 05:59 PM

Form Started By: Monica Badillo Started On: 06/03/2016 04:39 PM
Final Approval Date: 06/03/2016

AI-54816 Closed Session 23. C.

CC - REGULAR

Meeting Date: 06/07/2016

Submitted For: Roy Quintanilha, SAFETY DIVISION

Submitted By: Aida Alvarez, SAFETY DIVISION

Department: SAFETY DIVISION

Information

CAPTION

Claim of Roberto Martinez

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	05/27/2016 10:51 AM
Final Approval	Monica Badillo	06/03/2016 05:59 PM

Form Started By: Aida Alvarez Started On: 05/27/2016 10:48 AM

Final Approval Date: 06/03/2016

AI-54817 Open Session 25. C.

CC - REGULAR

Meeting Date: 06/07/2016

Submitted For: Roy Quintanilha, SAFETY DIVISION

Submitted By: Aida Alvarez, SAFETY DIVISION

Department: SAFETY DIVISION

Information

CAPTION

Claim of Roberto Martinez

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	05/27/2016 10:51 AM
Final Approval	Monica Badillo	06/03/2016 05:59 PM

Form Started By: Aida Alvarez Started On: 05/27/2016 10:50 AM

Final Approval Date: 06/03/2016